

**BEFORE THE
CALIFORNIA STATE ATHLETIC COMMISSION
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the
Arbitration of

Case No. 071207-1

SHADI HAMSHO,
Boxer

KAMAL BEALE SULUKI,
Manager

DECISION

This matter came on regularly for hearing before Executive Officer Armando Garcia at approximately 10:00 a.m. on August 21, 2007 pursuant to a Request for Arbitration filed by boxer, Shadi Hamsho. The parties were informed prior to the hearing that each side would be given one hour to present their evidence in the form of documents or testimony. This announcement was repeated at the outset of the proceedings.

Mr. Shadi Hamsho was present and represented himself. Kamal-Beale Suluki was present and represented by Robert M. Lott, Esq., Karen Chappelle, Supervising Deputy Attorney General, was present and represented the California State Athletic Commission. Armando Garcia, Executive Officer of the Commission was present.

At the conclusion of the hearing, the matter was submitted.

FINDINGS OF FACT

1. On or about September 25, 2006, March 29, 2006, April 9, 2006 and June 29, 2006, Boxer Shadi Hamsho (hereafter, "Hamsho") filed Requests for Arbitration with the California State Athletic Commission. (hereafter "Commission"), pursuant to paragraph "C" of the contract and Rule 221. The basis for these requests alleged that Kamal-Beale Suluki, (hereafter, "Manager") did not provide adequate information to him on proposed bouts; that he had poor training schedules, that he was given no information on what weight he was supposed to compete at; that he was given inadequate information on purses, that he did not receive consistent bona fide bout offers; that he was disrespected by being subjected to profanity and quasi extortion; that the manager never expended any funds and that he maintains himself and has done so for the duration of the contract.

2. Hamsho received his current California Boxer License on March 29, 2007. The license is currently current and valid through March 28, 2008. The boxer-manager contract was signed by the parties and acknowledged by a Commission representative on June 22, 2005 and expires on June 21, 2010.

3. Hamsho testified that he was never happy with the promotional contract. He acknowledged that Promoter had secured three fights for him in 2005 the Morongo Casino Resort and Spa on June 24, 2005; the Convention Center in Tucson Arizona on July 9, 2005 and the Tinley Coliseum in Albuquerque, New Mexico on December 9, 2005.¹ Under Suluki's management, Hamsho's record was 6-0.²

4. Thereafter, Hamsho testified that he was informed over the telephone by Rebecca Alvarez (former commission employee) that his boxer-manager contract was invalid. Although he did not receive any written confirmation of this, he thereafter obtained another manager and participated in three fights without Suluki as the manager.³ According to Suluki, he thought he was "free" from the contractual provisions of his boxer-manager contract with Suluki. Accordingly, Hamsho believes that he does not owe any compensation to Suluki for the fights he engaged in during 2006 and 2007.

5. Hamsho contended at the arbitration that he had poor training schedules, that he had no time for training, that he was not adequately prepared. He acknowledged that Dean Lohuis, Chief Inspector for the Commission had read the contract to him, but he (Hamsho) did not understand English, but he thought everything would be "O.K." Hamsho testified that he expected good fights, and that he would be given good information about who, when, where, what weight. Suluki said, "don't worry, just train and be ready." Suluki worked at the Broadway Gym, where Hamsho was to train. According to Hamsho, the relationship between them was "not healthy." Hamsho said he was given insufficient information regarding the purses for the fights.

¹It was acknowledged that Suluki had managed Hamsho for three additional fights preceding those in the contract: on Jan 27, 2005 at the Henry Fonda Theater; on February 11, 2005 at the Expo Center in the City of Industry and on April 7, 2005 at the Hilton Convention Center in Burbank.

²Suluki received compensation of \$300.00 for the June 24, 2005 fight only. The commission has no record of compensation to Suluki for the July 9, 2005 and December 9, 2005 fights. It was generally agreed that the purse was \$1,500.

³According the records obtained from Box Rec, Hamsho fought on May 20, 2006 at the Staples Center in Los Angeles; on July 20, 2006 at the Arco Arena in Sacramento; and on March 29, 2007 at the HP Pavillion in San Jose. The Commission withheld \$449.50 from the HP Pavillion fight which is being held for Suluki.

6. During the fight in Albuquerque, Hamsho wanted to talk. He maintained that Suluki cursed at him and treated him badly by disrespecting him and using profanity. When Hamsho said he wanted to get out of the contract, Suluki allegedly demanded \$200,000 for a release.

6. Hamsho said he was approached by Freddy Roach (who managed the Staples and Arco fights) after he had been told by Rebeca that his contract with Suluki was not valid. Hamsho said that he could not possibly remain in the current boxer-manager contract because Suluki had not obtained a fight for him in 2 years, and that communication had completely broken down. Hamsho said he was returning to Sweden to think about his career, he was no longer training, he might fight in Sweden, but he was not sure about his future. Hamsho indicated that he wants to move on, expressed frustration that the arbitration process had taken so long to accomplish, that the entire experience had been hard on him, he had lost money and his car.

7. Suluki testified that Hamsho's record speaks for itself. Under Suluki's management, Hamsho fought every other month. He testified that they had a family type relationship, that he had taken Hamsho under his management and cared for him due to Hamsho's inexperience and that he had no family in the U.S. Suluki testified that his record as a manager is a good one. He has worked with heavyweight champions and contenders: He testified that his style is "old school." He gets up and meets with the fighters to be sure that they are running and training properly. His formula for winning is simply to work hard and train. He described himself as a winning coach. Under the boxer-manager contract, he obtained for Hamsho 6 fights in one year, and could have had as many as 10, however, Hamsho was not ready. He did not participate in the training program. He ate junk food and did not show up on time.

8. In February 2006, Suluki met with Hamsho's father who was visiting the U.S. Suluki was told that Hamsho was going home to Sweden to stay. Suluki later found out that Hamsho was training at the gym with Freddy Roach. Suluki testified that they had arranged for Hamsho to fight James Toney in a Gary Shaw production in Reno, but Hamso did not make weight. He was overweight by 7 pounds, which was too much given the high altitude of the venue.

9. Suluki testified that he and Hamsho met over the telephone and began their relationship based on their similar names. They were also both of the Muslim faith, and thus shared common religious beliefs. Suluki indicated that he put Hamsho with "Mookie"(a trainer well known in the area) and assessed his European style of fighting, that he was gritty, but raw, and told him to "slow down." Hamsho was eager to sign a contract, and after they worked together for a while, Suluki took him in as his "son" and worked with him. Suluki spoke with Hamsho's family on the phone and treated him as family. In fact, Hamsho met Freddy Roach and Gary Shaw as a result of his relationship with Suluki. Hamsho had no equipment when they met. Suluki provided him equipment and introduced him to the Arab community, picked him up from his apartment in Northridge and took him for training until he had his own transportation.

10. Under Suluki's management, Hamsho won a unanimous decision, and was compared to Prince Nassim in a fight. Before Suluki managed Hamsho, no one knew him at all. Suluki denied that he had ever used bad language toward Hamsho, and invoked the name of Allah as his witness. He spent a lot of time training, introducing, equipping, and training Hamsho in order to make him a 6-0 fighter. Suluki remains willing to fulfill the terms of the boxer-manager contract for the remainder of the term, and seeks compensation for the lost 22 months of the contract due to the restrictions on their efforts.

LEGAL CONCLUSIONS

1. Exclusive authority of California State Athletic Commission to arbitrate promotional contracts exists by reason of the express language of the contract itself, which provides in paragraph C(2) and 16 CCR 221.

DISCUSSION

1. Boxer Shadi Hamsho argues that he should be relieved of the contract terms because he relied on information given to him from a former commission employee that his contract was not valid. He further argues that the relationship between himself and his manager has deteriorated to the degree that he can no longer work with him.

2. Manager Kamal-Suluki argues that he has acted in good faith toward boxer, by offering him several bouts that would advance his career, and by being available and willing to continue training. He alleges that boxer Hamsho did not train in good faith and that he breached the contract by working with another manager.

3. At the outset, it is noted that wherever possible, the commission strives to uphold agreements between boxers and managers. In some rare instances, however, circumstances warrant the commission's action to dissolve such contractual relationships. These circumstances include, but are not limited to, breach of the contract by the boxer, breach by the manager and other circumstances where the commission feels it is "in the best interest of boxing" to dissolve the relationship. This does not appear to be such a rare circumstance.

4. Testimony given at the arbitration hearing centered around the relationship between the manager and the boxer. At the conclusion of the arbitration, the manager continued to offer his services and be available to the boxer. The boxer however, steadfastly maintained that he could not work with manager.

5. According to the terms of the California State Athletic Commission Boxer-Manager Contract, Suluki as manager was to use his best efforts to secure fights for Hamsho. Hamsho

was to attend all training, exercising and other necessary work as manager shall require. The evidence adduced during the arbitration demonstrated that Suluki did provide the necessary training and did procure fights for boxer Hamsho in accordance with the terms of the contract.

6. The evidence further demonstrated that boxer Hamsho breached the agreement by engaging in fights with another manager while he was under contract with manager Suluki. Although Hamsho indicates he was told that his contract was not valid, he was unable to provide any record establishing that he had been told his contract was invalid, or that he had sought to confirm that advice in writing.

8. Accordingly, the Commission hereby finds that the Boxer-Manger Contract dated June 22, 2005 between Shadi Hamsho and Kamal-Beale Suluki is valid. The Commission further finds that Hamsho owes Suluki for the fights at Staples on May 20, 2006 and Arco on July 20, 2006 when Hamsho was in breach of the contract. Further, if Hamsho engages in any future fights during the balance of the current contract, which expires on June 21, 2010, he will owe Suluki 33 1/3 of the purse, in accordance with the terms of the contract.

ORDER

WHEREFORE, THE FOLLOWING ORDER is made:

The arbitration is resolved in favor of Manager, Kamal-Beale Suluki.

DATE:

Armando Garcia, Executive Officer
California State Athletic Commission