

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

In the Matter of the Arbitration of:)	CASE NO.: 011311-1
)	
JOSE ROMAN,)	DECISION OF THE
Boxer,)	ARBITRATOR
)	
)	
JOSE CASTILLO,)	
Manager.)	
_____)	

DECISION

This matter came on regularly for hearing before Executive Officer George Dodd at approximately 10:00 a.m. on January 13, 2011, pursuant to a Request for Arbitration filed by boxer, Jose Roman.

Boxer Jose Roman was present with his father Jose Roman Sr. and represented himself. Manager Jose Castillo was present and represented himself. Karen Chappelle, Supervising Deputy Attorney General, was present and assisted the Arbitrator, George Dodd, for the California State Athletic Commission.¹

Manager Jose Castillo provided documents prior to the arbitration, on January 12, 2011, at 7:00 p.m. for consideration in the process.

At the start of the arbitration, both sides produced documents to support their request for arbitration, none of which had been submitted in advance.

At the conclusion of the arbitration on January 13, 2011, the record was left open for the Manager Jose Castillo to submit documents to substantiate that he had legitimate fight offers for Boxer Jose Roman and the Manager's Written Report as required by § 225. The reports were due by January 20, 2011; however, on the that day the documents were due, Manager Jose

¹ Other witnesses present but did not testify included: Elyse Davidson, Certified Student Intern to the Attorney General's Office.

Castillo requested more time. On January 21, 2011, at 2:31 a.m., Manager Jose Castillo emailed George Dodd for the State Athletic Commission his additional documents.²

The matter was submitted for decision on January 25, 2011.

FINDINGS OF FACT³

1. On or about October 20, 2010, Boxer Jose Roman (hereafter, "Boxer") filed a Request for Arbitration with the California State Athletic Commission (hereafter, "Commission"), pursuant to paragraph "C" of the contract and Rules 221 and 227 (Commission Ex. 1). The basis for the request alleged that, (1) Manager Jose Castillo (hereafter, "Manager") produced checks to the Boxer that were returned for insufficient funds; (2) Manager was not in compliance with the Boxer-Manager contract signed on May 17, 2009 (Comm. Ex. 1); and (3) Manager has not been in compliance with this contract for the last six months.

2. Boxer is a 22-year-old full-time student at California State University, Fullerton. He is an up and coming boxer in the lightweight division rated 45 out of 194 in the United States and 356 out of 1,576 in the World with a record of 8 wins (7 KO), 0 lost and 0 draw for a total of 8 fights. Boxer's goal at this time is to sign with Top Rank Promotion Co. The Boxer-Manager contract was signed by the parties and acknowledged by a Commission representative on May 17, 2009 and expires on May 17, 2014. (Comm. Ex. 1). Boxer testified that as a result of the broken promises, bounced checks and fights that were scheduled, rescheduled and cancelled, he no longer has any faith in his manager to guide his boxing career.

3. Manager testified that he has eight years of experience as a manager and that he has other boxers who are currently signed with leading promoters. He also testified that he had been a follower of Boxer through his amateur years and that when he learned of Boxer's criminal charges he offered to help by paying for his legal fees in exchange for Boxer signing a Boxer-Manager contract with him.

4. Boxer was charged in March 2008, convicted and sentenced in December 2009, and placed on formal probation for three years in January 2010. The pertinent terms of Boxer's probation include, but are not limited to the following: Boxer was not able to leave the state for the majority of January 2010 until meeting with the probation officer; Boxer was on house arrest from March 5, 2010 to June 1, 2010; Boxer must ask for permission to leave the state until the end of the probationary term; and Boxer must meet, in person, with his probation officer once every two weeks. Boxer's conviction and sentencing all occurred during the time of the Boxer-Manager contract.

5. In a telephonic conversation, Boxer's probation officer disclosed that to date, he was "full" compliance with the terms of his probation and that she would be recommending a reduced order calling for Boxer to report by written statements instead of in person reports. The probation officer also disclosed that with at least a few days notification, she would have given

² Manager submitted this email and set of attachments after the arbitration; and so, Boxer did not see them and could not weigh in as to the accuracy of these documents.

³ References to exhibits are based the Commission's own exhibits and as listed in paragraphs 11 and 13.

Boxer permission to leave the state to fight. Advance notice is necessary because the request has to go through a series of approvals beyond her scope of authority but that in exigent circumstances, a request could be done within a day if necessary. She stated further that in February 2010, she did approve Boxer permission to leave the state for a fight in Texas that occurred on February 6, 2010. (Comm. Ex. 2).

6. It is undisputed that during the Boxer-Manager contract, Manager secured four fights for Boxer. (Comm. Ex. 2). The dates of these fights were June 11, 2009, August 15, 2009, February 6, 2010, and September 17, 2010. (Comm. Ex. 2).

7. The Addendum to the Boxer-Manager contract, executed May 17, 2009, states that Manager was to pay Boxer a monthly stipend of \$1,000 per month until Boxer received minimum purses of \$10,000 per fight and a minimum of two fights per year; however, this payment schedule would not exceed 18 months. (Comm. Ex. 1). To date, Boxer has not had a fight where the minimum purse amounted to \$10,000, and so, this monthly stipend would have naturally ended 18 months into the contract in November 2010.

8. Throughout July to August of 2009, Boxer received a series of notices that the Manager's check to Boxer had bounced. (Boxer Ex. D). These checks were to constitute payment of the Boxer's monthly stipend per Addendum to the Boxer-Manager contract. In December of 2009, Boxer's bank closed his account for "Excessive Non Sufficient Funds Activity." (Boxer Ex. D).

9. Manager alleged through email (Manager Ex. 2), and testified during the arbitration that there was meeting between him and Boxer and that they verbally agreed to deduct the monthly stipend from what is owed for the legal fees. Boxer disputes this statement and maintains that there was never a verbal agreement to a reduction of legal fees.

10. It appears that the crux of trust issues began with the bounced checks, and continued to linger in Boxer's mind until June 2010 when Manager promised Boxer a fight but cancelled the boxer's involvement approximately one week prior to it occurring. The cancellation of this fight seemed to be the pinnacle of most of Boxer's issues with Manager. It is undisputed by both parties that a fight was to occur on June 26, 2010 in San Antonio, Texas. Further, it is undisputed by both parties that Manager called Boxer a week prior to the fight to cancel it and instead offered a fight a week later in Reno, NV, on July 3, 2010, against John Figueroa. Manager testified during arbitration that he had a verbal agreement with Brad Goodman at Top Rank for this fight, and submitted an email thread on January 21, 2011, to prove his statement. (Manager Ex. 4). These emails however, additionally indicate that Manager told Brad Goodman that the reason they backed out of the fight was because Boxer had an injured hand. This was the first time the issue of an injured hand had come up. Boxer testified that he never verbally agreed to fight and refused this fight because he had gotten sick, only had one-week notice of this fight, did not know who he was fighting, and didn't believe that Manager actually had a fight lined up.

11. Manager offered the following exhibits into evidence: Exhibit 1: a copy of Manager Jose Castillo's renewal check; Exhibit 2: email dated January 12, 2011 to Karen

Chappelle with attachments; Exhibit 3: receipts; and Exhibit 4: email dated January 24, 2011 to Commission with several attachments.

12. Manager also provided George Dodd for the California State Athletic Commission phone numbers to his contacts at Top Rank. To date, there has been no contact to confirm whether the fights were bona fide offers or not.

13. Boxer offered the following exhibits into evidence: Exhibit A: email dated October 27, 2010 regarding November 6, 2010 fight; Exhibit B: email dated October 23, 2010 regarding November 6, 2010 fight; Exhibit C: bout agreement for November 6, 2010 fight unsigned; Exhibit D: notices of bounced checks that Boxer received from his bank and a statement of closure to his bank account.

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 asserts that he wants to get out of the contract because he has lost all faith and credit in his Manager as a fruition of the bounced checks and the promised fights and that never occurred. On the other hand, Manager has requested reimbursement of all expenses paid on behalf of Boxer as part of his investment, including legal fees.

2. It appears from the record that Manager at the onset, had and still does have the best interest in Boxer's career, but that through a series of unfortunate events was not able to honor the promises made to Boxer.

3. It appears from boxrec.com that Figueroa did actually fight on July 3, 2010 in Reno, NV, for six rounds. (Comm. Ex. 3). However, it is unclear from any of the documents submitted by Manager whether or not a bona fide offer existed, as the documents did not contain any signatures, weight, location or purse amounts.

4. Wherever possible, the commission strives to uphold agreements between boxers and managers. In some rare instances, however, circumstances include, but are not limited to, breach by the manager, breach by the boxer, and in other circumstances where the commission feels it is "in the best interest of boxing" to dissolve the relationship.

5. The arbitrator finds that Manager has breached the Addendum to the Boxer-Manager contract by failing to pay Boxer the monthly stipend of \$1,000 per month. The months where a stipend was not given are April, May, June, July, August, September, October, November, all in the year 2010; and accordingly, Manager owes Boxer \$8,000.

6. The arbitrator finds that the Manager failed to provide bona fide fights that could advance Boxer's career.

ORDER

WHEREFORE, THE FOLLOWING ORDER is made:

The arbitration is resolved in favor of Boxer Jose Roman, thus breaking the contract.

Manager currently owes Boxer: \$8,000 for the breach of the Addendum to the Boxer-Manager contract.

DATE: March 1, 2011



George Dodd
Executive Officer
California State Athletic Commission

DECLARATION OF SERVICE BY CERTIFIED MAIL AND FIRST CLASS MAIL

(Separate Mailings)

Case Name: **Jose Roman (boxer) and Jose Castillo (manager)**

No.: 011311-1

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service that same day in the ordinary course of business.

On March 8, 2011, I served the attached **DECISION OF THE ARBITRATOR** by placing a true copy thereof enclosed in a sealed envelope as certified mail with postage thereon fully prepaid and return receipt requested, and another true copy of the **DECISION OF THE ARBITRATOR** was enclosed in a second sealed envelope as first class mail with postage thereon fully prepaid, in the internal mail collection system at the Office of the Attorney General at 300 South Spring Street, Suite 1702, Los Angeles, CA 90013, addressed as follows:

JOSE ROMAN
12921 Lucille Avenue, #A
Garden Grove, CA 92841

Certified Article Number

7160 3901 9848 8876 5132

SENDERS RECORD

JOSE R. CASTILLO
2409 Riverside Dr.
Santa Ana, CA 92706

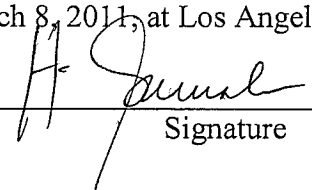
Certified Article Number

7160 3901 9848 8876 5149

SENDERS RECORD

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on March 8, 2011, at Los Angeles, California.

Henrietta Gaviola
Declarant


Signature

7160 3901 9848 8876 5132

TO:
Jose Roman
12921 Lucille Avenue, #A
Garden Grove, CA 92841

SENDER: Karen B. Chappelle

REFERENCE: LA2010601390

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

7160 3901 9848 8876 5149

TO:
Jose Castillo
2409 Riverside Dr.
Santa Ana, CA 92706

SENDER: Karen B. Chappelle

REFERENCE: LA2010601390

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
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