

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**BEFORE AN ARBITRATOR
STATE ATHLETIC COMMISSION
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

**In the Matter of the Arbitration of Contract
Dispute Between:**

**RONDA ROUSEY, Mixed Martial Artist,
and
FIGHT TRIBE MANAGEMENT, LLC dba
FIGHT TRIBE MANAGEMENT, DARIN
KENT HARVEY, Manager**

DECISION OF THE ARBITRATOR

DECISION

On March 28, 2014, the above-captioned matter came before the Executive Officer for the California State Athletic Commission (hereinafter “Commission”), Andrew Foster, duly appointed by the Commission to arbitrate the dispute between Ronda Rousey, Mixed Martial Artist (hereinafter “Rousey”) and her manager, Darin Harvey, president of Fight Tribe Management LLC dba Fight Tribe Management (hereinafter “Harvey”). This arbitration was convened at 1:00 p.m. on March 28, 2014, at the Office of the Attorney General, 300 South Spring Street, Conference Room 10N, pursuant to written notice to all parties. (See Exhibit 1, Notice of Arbitration) An official record of the arbitration proceedings was transcribed by Merrill Corporation, Vickie Blair CSR No. 8940.

1 **PARTIES**

2 Rousey was represented by Steven Bash and Alexander Polyachenko, Esq. of the Law
3 Offices of Bash & Polyachenko, P.C.. Harvey was represented by Peter J. Kennedy and Harrison
4 J. Dossick Esq. of the Law Offices of Reed and Smith, LLP.¹

5 **LICENSE HISTORY OF FIGHTER AND MANAGER**

6 Rousey is a Mixed Martial Artist duly licensed by the Commission. Harvey is a fight
7 manager duly licensed by the Commission. Accordingly, both parties fall under the jurisdiction
8 of the Commission. (See Exhibits 2 & 3, CSAC license certifications for Rousey and Harvey)

9 **JURISDICTION OF THE COMMISSION**

10 Professional Boxing is regulated in California by Business and Professions Code section
11 18600 et seq., known as the Boxing Act, and California Code of Regulations, title 4, section 220
12 et seq., which are the regulations that supplement the statutory framework.

13 Business and Professions Code section 18628 defines a manager as follows

14 (a) “ ‘Manager’ ” is defined in section 18628 and “means any person who does
15 any of the following: (a) By contract, agreement, or other arrangement with any
16 person, undertakes or has undertaken to represent in any way the interest of any
17 professional boxer, or martial arts fighter in procuring, or with respect to the
18 arrangement or conduct of, any professional contest in which boxer or fighter is to
19 participate as a contestant; (b) Directs or controls the professional boxing or martial
20 arts activities of any professional boxer or martial arts fighter. . . ,”

21 Business and Professions Code section 18761, states:

22 Rules and regulations of the commission relating to professional boxing shall
23 apply to kickboxing and martial arts, except where specifically excluded by the
24 commission’s regulations.

25 Business and Professions Code section 18763, states,

26 The commission shall by rule and regulation, regulate kickboxing and martial
27 arts in accordance with Section 18640.

28 /

/

¹ Also present at the arbitration were Ronda Rousey, Darin Harvey, Robert Minlar, Caroline Rath, Nathan Gable, John Frierson, Edmond Tarverdyan, Jeffrey Spitz, Sam Spira, Geneva Wasserman, and Roderick Lundblom.

1 Business and Professions Code section 18640, states:

2
3 The commission has the sole direction, management, control of, and
4 jurisdiction over all professional and amateur boxing, professional and amateur
5 kickboxing, all forms and combinations of forms of full contact martial arts contests,
6 including mixed martial arts, and matches or exhibitions conducted, held, or given
7 within this state. No event shall take place without the prior approval of the
8 commission. No person shall engage in the promotion of, or participate in, a boxing
9 or martial arts contest, match, or exhibition without a license, and except in
10 accordance with this chapter and the rules adopted hereunder.

11 Therefore, the Commission has the sole direction, management, control of, and jurisdiction
12 over both Rousey and Harvey as it relates to full contact mixed martial arts (MMA) contests.

13 FORM OF FIGHTING CONTRACTS

14 California Code of Regulations, Title 4, (CCR) Rule 220, entitled, Form of Contract, states:

15 Contracts between boxers and managers and between boxers or managers and
16 licensed clubs shall be executed on printed forms approved by the commission. The
17 commission may recognize or enforce a contract not on its printed form if entered
18 into in another jurisdiction. No other contract or agreement may be recognized or
19 enforced by the commission.

20 CCR, Title 4, Rule 222, entitled, Execution of Contract requires:

21 Unless otherwise directed by the commission, a contract between a boxer and a
22 manager or a boxer and a promoter is not valid unless both parties appear at the same
23 time before the commission or a commission representative and it receives written
24 approval. No contract shall be approved between a manager and a boxer or a
25 promoter and a boxer for a period exceeding five years. No option to extend the
26 initial period shall be permitted.

27 FACTUAL FINDINGS

28
1. **Ronda Jean Rousey** is an American mixed martial artist and actress. Rousey
became the first American woman to earn an Olympic medal in Judo at the Summer Olympics in
Beijing in women's judo since its inception as an Olympic sport in 1992. At 17, Rousey qualified
for the 2004 Olympic Games in Athens, becoming the youngest judoka in the Games. Also in
2004, Rousey won a gold medal at the 2004 World Junior Judo Championships in Budapest,
Hungary.

2. In April 2006, she became the first female U.S. judoka in nearly 10 years to win an
A-Level tournament as she went 5-0 to claim the gold medal at the Birmingham World Cup in

1 Great Britain. Later that year, the 19-year-old won the bronze medal at the Junior World
2 Championships, becoming the first U.S. athlete ever to win two Junior World medals.

3 3. Rousey won the silver medal at the 2007 World Judo Championships in the
4 middleweight division and the gold medal at the 2007 Pan American Games.

5 4. Rousey made her mixed martial arts debut as an amateur on August 6, 2010. She
6 defeated Hayden Munoz by submission due to an armbar in 23 seconds. She is the first and
7 current Ultimate Fighting Championship (UFC) Women's Bantamweight Champion, as well as
8 the last Strikeforce Women's Bantamweight Champion. She is undefeated, having won eight of
9 her nine fights by armbar. Rousey is the consensus #1 pound-for-pound female MMA fighter in
10 the world, according to MMARising and MMAWeekly. She is ranked #1 at 135 pounds
11 according to the Unified Women's MMA Rankings. As of March 10, 2014, she is the #10 pound-
12 for-pound fighter in the UFC. (See Exhibit 2, Rousey Website)

13 5. **Darin Harvey is the President of Fight Tribe Management, LLC.** He entered
14 mixed martial arts management after a successful career in commercial real estate development.
15 He is however no newcomer to the sport of mixed martial arts holding a brown belt in Brazilian
16 Jiu-Jitsu under Marcus Vinicius, a black belt in Tae Kwon Do under Kick Boxer Josh Brenner
17 and having been trained in boxing and Muay Thai under Rob Kaman and Peter Cunningham. Mr.
18 Harvey has managed the likes of former UFC heavyweight champion Bas Rutten, and currently
19 manages UFC fighters. (See Exhibit 3, Harvey Website)

20 6. Rousey testified that she first met Harvey in the spring of 2010, while she was still an
21 amateur mixed martial artist (MMA). She contacted Harvey and asked him if he could find her
22 fights and manage her fighting career. Harvey accepted Rousey's offer to be her manager and he
23 began arranging fights for her. In August of 2010, acting in the capacity of a manager, Harvey
24 arranged Rousey's first amateur fight. During the 2010 timeframe, Darin managed other
25 professional fighters, including Rousey's UFC teammates, Karen Darabedian and Jeri
26 Picausway.

27 7. From the beginning of their management relationship, Rousey testified that Harvey
28 arranged and paid for her MMA training, including training with her strength and conditioning

1 coach, Leo Frincu. Harvey arranged and paid for Rousey's medical exams and paid for her
2 expenses related to her MMA activities. Harvey arranged, promoted and managed Rousey's first
3 three amateur fights, which Rousey won quickly and decisively in the first rounds.

4 8. Harvey testified that he is the principle of Fight Tribe Management, LLC and that as a
5 fight manager, he tries to provide everything for his fighters, so they don't have to worry about
6 anything but fighting. He provides and pays for public relations, legal services, photo shoots, and
7 he pays for all fighting and living expenses.

8 9. On March 27, 2011, Rousey turned professional; her first professional MMA fight
9 resulted in a twenty five second win over her opponent by an arm bar submission. On June 17,
10 2011, Rousey won her second professional MMA fight by arm bar submission in forty nine
11 seconds. Rousey's third fight was promoted by Strike Force, which was later merged into the
12 UFC. Harvey paid for an attorney to represent Rousey in their negotiations with the UFC to
13 finalize their contract. Harvey, on behalf of Rousey communicated and negotiated the UFC
14 contract with the promoter's match maker, Sean Shelby. Harvey negotiated sponsorships for
15 Rousey, paid for Rousey's temporary housing, paid for her medical bills, paid for her training
16 expenses and for her sparring partners. At this time, it is undisputed that Rousey and Harvey were
17 on the verge of something big and they enjoyed a successful fighter-manager arrangement.

18 10. On May 15, 2012, Rousey and Harvey entered into a contract, which was identified
19 as a "Service Agreement", and received into evidence by stipulation of the parties as Exhibit 6-G.
20 The service agreement was dated May 15, 2012, but it took several months to draft and finalize, it
21 was ultimately signed by Rousey and Harvey on January 29, 2013.

22 11. It is undisputed that the service agreement was not drafted on the commission's
23 preapproved two page form, that neither party appeared before the commission to have it
24 reviewed, that the commission did not approve the agreement in writing, and that no copy of the
25 agreement was filed with the commission.

26 12. Harvey testified that the service agreement is not a fighter-manger contract, but it is a
27 talent agreement that provides that Harvey gets 10% of all of Rousey's professional
28 compensation, including compensation from her professional fights. According to Harvey, the

1 service agreement was originally drafted to include modeling, acting and other commercial
2 activities. In exchange for 10% of all of Rousey's earnings, Harvey provided services related to
3 both Rousey's fighting activities and her commercial business activities. Harvey asserts that
4 since the service agreement does not demand more than 10% of Rousey's fight earnings, he is not
5 technically Rousey's manager, and hence the service agreement did not have to be filed with, nor
6 approved by the commission. Further, once Rousey signed a contract with the UFC, Harvey no
7 longer procured, arranged, controlled, or directed her fights, and as such he no longer acted as her
8 fight-manager.

9 13. According to Rousey, it was her understanding that Harvey was still her manager
10 even after she signed the UFC contract. Rousey testified that after the UFC contract, Harvey
11 continued to act as her manager because he spoke to match makers and promoters, he spoke with
12 Rousey in deciding future opponents, he arranged for and paid for her training camps, he paid for
13 her strength and conditioning coach, he paid for her sparring partners, he paid for her living
14 expenses, he spoke to the media on her behalf, and he represented her and promoted her image by
15 negotiating and acquiring hundreds of thousands of dollars in sponsorships and declining some
16 sponsorships that did not compliment Rousey's brand. Rousey testified that Harvey continued to
17 direct and advance her fighting career even after the UFC contract, she testified that Harvey was
18 her manager.

19 14. According to Harvey Exhibit 6-C, entitled Income & Expenses related to Ronda
20 Rousey, from January 1, 2010 to January 31, 2014, Harvey collected income from fights of
21 \$25,608, income from Pay Per View fights of \$23,180, and income for sponsorships of \$20,830.
22 Harvey also paid \$170,376 in expenses related to Rousey's fighting career, which resulted in a net
23 loss to Harvey, of about \$85,818. A considerable amount of Rousey's expenses were paid for by
24 Harvey both before and after the UFC contract. The last payment by Harvey on behalf of Rousey
25 was January 21, 2014. Clearly, Harvey was paying for expenses and was receiving compensation
26 from Rousey from January 1, 2010 through January 31, 2014.

1 **PURPOSE OF CALIFORNIA STATE ATHLETIC COMMISSION**

2 15. The California State Athletic Commission’s Mission Statement is to protect the
3 public. Indeed, California Business and Professions Code section 18602, states:

4 Protection of the public shall be the highest priority for the State Athletic
5 Commission in exercising its licensing, regulatory, and disciplinary functions.
6 Whenever the protection of the public is inconsistent with other interests sought to be
7 promoted, the protection of the public shall be paramount.

7 **STANDARD OF PROOF**

8 16. The requisite standard of proof for arbitration is set forth in CCR 227(f), which
9 provides, in pertinent part, that the party requesting arbitration has the burden of proof as follows:

10 (a) A person who seeks arbitration of a contract dispute pursuant to Rule 221
11 shall send a written request for arbitration to the commission’s headquarters and to the
12 Office of the Attorney General at the address designated on the form. The request
13 shall be on a form prescribed by the commission and shall contain all of the following
14 information:

13 . . .

14 (f) The party requesting arbitration bears the burden of proving his or her case
15 by a preponderance of the evidence. . .

16 **REPRESENTATION AGREEMENT, DATED MAY 15, 2012**

17 17. The Commission received a copy of the “Representation Agreement”, which was
18 marked as Exhibit 6-G, and received without objection into evidence by the Arbitrator. The
19 agreement is dated May 15, 2012, with a three year expiration date of May 15, 2015. Both parties
20 agreed that they could exercise two consecutive mutual options to extend the term for one year
21 periods following its expiration.

22 18. The Arbitrator notes that the contract includes more than just the management and
23 control of Rousey’s professional fighting career. The Commission holds that its jurisdiction is
24 limited to professional fighting, kick boxing and martial arts, and makes no determination as to
25 any other issues related to modeling, acting or commercial endorsements that might be at issue
26 between the parties in the “Representation Agreement”. The Commission defers all non-
27 professional fighting issues to the Superior Court of California pursuant to paragraph 11, entitled
28

1 “Arbitration”, and paragraph 15(I), entitled “Governing Law”, which together provide that the
2 parties agree to arbitrate their disputes in Superior Court and be bound by the substantive laws of
3 the State of California.

4 19. Nevertheless, the “Representation Agreement” is represented as a fighter-manager
5 contract between a Commission licensed mixed martial artist and a Commission licensed
6 manager. As such, it must comply with all the rules and regulations designed to protect and
7 regulate professional mixed martial arts.

8
9 **REMEDIES/EVALUATION/CONCLUSION**

10 1. CCR 220, entitled “Form of Contract”, mandates that contracts between fighters and
11 managers shall be executed on printed forms approved by the commission. The commission may
12 recognize or enforce a contract not on its printed form if entered into in another jurisdiction. No
13 other contract or agreement may be recognized or enforced by the commission.

14 2. In this instance, the subject “Representation Agreement” is not on a pre-printed form
15 approved by the commission. There were no other contracts introduced at the arbitration. The
16 controlling contract was the subject “Representation Agreement”, which was entered into in
17 California and specifically binds the parties to be governed by California law. (See paragraph
18 15(I)). Therefore, in order for the fighter-manager agreement to be valid, it must comply with
19 California law, including Commission rules and regulations. The subject “Representation
20 Agreement” does not conform to the statutorily required form of contract and violates CCR , Rule
21 220.

22 3. Further, CCR, Rule 222, entitled, “Execution of Contract”, states that a fighter-
23 manager contract is not valid unless both parties appear at the same time before the Commission,
24 and the contract receives the Commission’s written approval. In this instance, neither the fighter
25 nor the manager appeared at the same time before the Commission and neither was the contract
26 approved by the Commission. Therefore the subject agreement violates Rule 222.

27 /

28 /

1 **HARVEY’S DEFENSES TO THE FIGHTER MANAGER CONTRACT**

2 4. Harvey asserts that since the contract was drafted as a talent contract and not a fighter
3 manager contract, he did not meet the definition of a manager as set forth in Business &
4 Professions Code section 18628. Specifically, the contract did not call for more than a 10%
5 commission, and the contract related mostly to commercial activities and only incidentally to
6 fighting activities. Further, Harvey asserts that following Rousey’s entering into a contract with
7 the UFC, Harvey no longer procured, arranged or directed Rousey’s fights, as these duties were
8 taken over by the UFC. Hence, Harvey no longer acted as Rousey’s manager after the UFC
9 contract.

10 5. From the beginning of their relationship, the arbitrator finds that Harvey by his own
11 admissions and actions undertook by agreement to represent the interests of Rousey in advancing
12 and promoting her MMA fighting career. Further, Harvey was involved in Rousey’s training and
13 development, which he paid for. He directed or controlled Rousey’s MMA activities in one way
14 or another. This is true even after Rousey signed her UFC contract. Following the UFC contract,
15 Harvey’s manager responsibilities for procuring and arranging fights were eliminated, however,
16 he continued managing Rousey by being intimately involved in her MMA activities by promoting
17 her fighting career and by acquiring hundreds of thousands of dollars in paid sponsorships for her,
18 which were generated from Rousey’s fighting success. The arbitrator finds that Harvey was
19 Rousey’s manager.

20 6. The “Representation Agreement” violates both Rules 220 and 222, the agreement
21 likewise violates the regulatory scheme whose primary goal is to safeguard persons engaged in
22 mixed martial arts. The arbitrator finds the Rousey has met her burden of proof by a
23 preponderance of the evidence and that the subject “Representation Agreement” may not be
24 recognized or enforced by the commission as a fighter-manager contract.

25 7. As such, Rousey is released from the “Representation Agreement” dated May 15,
26 2012, and Rousey is free to enter into a new fighter-manager contract, provided however, that any
27 future contracts comply with the regulatory scheme designed to safeguard persons engaged in
28 mixed martial arts.

Quantum Meruit Argument:

1
2 8. Harvey argues that he is entitled to the fair market value of his professional
3 management services rendered on behalf of Rousey from May 1, 2012, to the present. However,
4 such a finding would be inconsistent with the provisions of California law requiring proper
5 written fighter-manager contracts, which are approved by the commission. If Harvey, or other
6 managers, were allowed to recover by means of *quantum meruit*, it would undermine the statutory
7 purposes of the Boxing Act. “Generally a contract made in violation of a regulatory statute is
8 void.” The regulations governing boxing contracts, 4 Cal.Admin. §§ 256–59, 288, have a similar
9 purpose which is, in the words of the district court, ‘to safeguard boxers against the temptation to
10 mortgage their futures.’ (*Foreman v. George Foreman Associates, Ltd.* (9th Cir.1975) 517 F.2d
11 354, 356–357.) Further, “Knowing they will receive no help from the courts in recovering for
12 their illegal activities, managers are less likely to enter into illegal arrangements.” (*Yoo v. Robi*,
13 *supra*, 126 Cal.App.4th at p. 1104 [talent agents]; see also *Waisbren v. Peppercorn Productions*,
14 *Inc.* (1995) 41 Cal.App.4th 246, 262, 48 Cal.Rptr.2d 437 [same].)

15 9. For this reason, the Arbitrator finds that all managers, including Harvey, must comply
16 with the regulatory scheme, which requires the proper form, the proper execution, and approval of
17 fighter manager contracts. Harvey violated the statutory scheme designed for the protection of
18 athletes, like Rousey, and therefore, Harvey will receive no help from this commission in
19 enforcing this illegal fighter-manager contract.

20 10. The Boxing Act is a regulatory statute, and recovery on a quantum meruit theory in
21 the absence of compliance with the act would be inconsistent with its regulatory purpose. “For
22 many years, boxing was plagued by revelations of sordid abuses. Managers were accused of
23 living off the earnings of impoverished fighters who received virtually nothing in return, having
24 bartered away the right to their future earnings in exchange for the most meager present returns;
25 close underworld connections often resulted in defrauding the public through the ‘fixing’ of
26 fights.” See, e.g., Report of the Governor's Committee on the Study of Boxing and Wrestling in
27 California (1956); 6 Op.Atty.Gen. 122 (1945). These abuses ultimately prompted the extensive
28 statutory and regulatory framework administered by the State Athletic Commission, a framework

1 which has been described by the California Supreme Court as evincing ‘an unusually strong
2 policy’ of public regulation, one of whose primary goals is ‘to provide safeguards for the
3 protection of persons engaging in the activity. *Hudson v. Craft*, [*supra*,] 33 Cal.2d [at pp.] 657–
4 [659, 33 Cal.2d 654].” (*George Foreman Associates, Ltd. v. Foreman* (N.D.Cal.1974) 389
5 F.Supp. 1308, 1314 (*Foreman I*), *affd.* 517 F.2d 354, 356–357.) *Supra* at p. 1330.

6 11. The California State Athletic Commission is committed to the strong policy of public
7 regulation, its primary goal is to provide safeguards for the protection of mixed martial artists,
8 like Rousey.

9 12. Managers are responsible for contracting on California State Athletic Commission
10 pre-approved form contracts, and are responsible for ensuring that they appear with their fighters
11 before the Commission and that they obtain the Commission’s written approval for all fighting
12 contracts. Absent compliance with the rules and regulations, the contracts are illegal and are
13 unenforceable by the Commission.

14 /

15 /

16 /

17 /

18 /

19 /

20 /

21 /

22 /

23 /

24 /

25 /

26 /

27 /

28 /

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

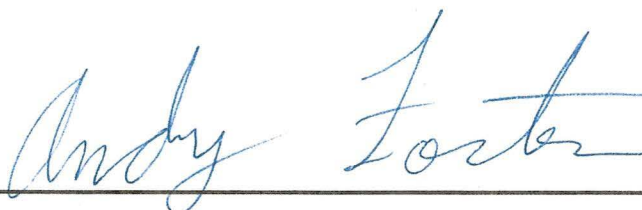
1. Rousey's petition for invalidation of the subject "Representation Agreement" dated May 15, 2012, between Rousey, a professional Mixed Martial Artist, and her manager, FTM-Darin Harvey is granted. The agreement is hereby found to be invalid and unenforceable as it relates to Rousey's professional fighting services and Harvey's professional fighting management services, only; the Commission makes no findings as to the other parts of the agreement that are not directly relating to MMA fighting and defers these matters to the California Superior Court;

2. Rousey and Harvey are released from their fighter-manager agreement dated May 15, 2012; and ;

3. The California State Athletic Commission orders any and all purses, which may have been partly or wholly withheld be released to Rousey.

THIS DECISION SHALL BECOME EFFECTIVE ON APRIL 3, 2014

DATED: April 3, 2014



ANDREW FOSTER, EXECUTIVE OFFICER,
CALIFORNIA STATE ATHLETIC COMMISSION,
ARBITRATOR

JML:mgs
SD2014706894
70851073.doc

DECLARATION OF SERVICE BY FACSIMILE AND MAIL

Case Name: *In the Matter of the Arbitration of Contract Dispute Between Ronda Rousey, Mixed Martial Artist and Fight Tribe Management, LLC, dba Fight Tribe Management, Darin Kent Harvey Manager*

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 with postage thereon fully prepaid that same day in the ordinary course of business. My facsimile machine telephone number is (619) 645-2061.

On April 3, 2014, at 12:01 p.m., I served the attached **DECISION OF THE ARBITRATOR** by transmitting a true copy by facsimile machine, pursuant to California Rules of Court, rule 2.306. The facsimile machine I used complied with Rule 2.306, and no error was reported by the machine. Pursuant to rule 2.306(h)(4), I caused the machine to print a record of the transmission, a copy of which is attached to this declaration. In addition, I placed a true copy thereof enclosed in a sealed envelope in the internal mail system of the Office of the Attorney General at 110 West A Street, Suite 1100, P.O. Box 85266, San Diego, CA 92186-5266, addressed as follows:

Alexander M. Polyachenko, Esq.
Bash & Polyachenko, P.C.
7231 Santa Monica Boulevard, 2nd Floor
Los Angeles, CA 90046
Fax #: (323) 850-0407
Attorney for Ronda Rousey

Peter J. Kennedy, Esq.
Reed Smith LLP
355 South Grand Avenue, Suite 2900
Los Angeles, CA 90071
Fax #: (213) 457-8080
*Attorney for Fight Tribe Management, LLC,
Darin Harvey. President*

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 April 3, 2014, at San Diego, California.

Maria G. Stawarz
Declarant

Maria G. Stawarz
Signature

cc: Andrew Foster, Executive Officer, California State Athletic Commission
SD2014706894
70851270.doc

TRANSACTION REPORT

P.01

APR-03-2014 THU 12:04 PM

FOR: DEPT. OF JUSTICE/ATTY GEN 6196452883

SEND

DATE	START	RECEIVER	TX TIME(L)	PAGES	TYPE	NOTE	M#	DP
APR-03	12:02 PM	913238500407	1'58"	(1) 14	FAX TX	OK	880	

TOTAL : 1M 58S PAGES: 14

KAMALA D. HARRIS
Attorney General

State of California
DEPARTMENT OF JUSTICE



FAX TRANSMISSION COVER SHEET

IMPORTANT/CONFIDENTIAL: This communication is intended only for the use of the individual or entity to which it is addressed. This message contains information from the State of California, Attorney General's Office, which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.

DATE: April 3, 2014 TIME: 12:01 p.m. NO. OF PAGES: 14
(Including Fax Cover Sheet)

TO:

NAME: Alexander M. Polyachenko, Esq.
OFFICE: Bash & Polyachenko, P.C.
LOCATION: Los Angeles
FAX NO.: (323) 850-0407 PHONE NO.: (323) 850-0101

FROM:

NAME: James M. Ledakis, Supervising Deputy Attorney General
OFFICE: Licensing Section
LOCATION: San Diego
FAX NO.: (619) 645-2061 PHONE NO.: (619) 645-2105

MESSAGE/INSTRUCTIONS

Re: In the Matter of the Arbitration of Contract Dispute Between Ronda Rousey, Mixed Martial Artist and Fight Tribe Management, LLC, dba Fight Tribe Management, Darin Kent Harvey Manager

DECISION OF THE ARBITRATOR

SD2014706894
70851271.doc

323-978-

TRANSACTION REPORT

P. 01

APR-03-2014 THU 12:17 PM

FOR: DEPT. OF JUSTICE/ATTY GEN 6196452883

SEND

DATE	START	RECEIVER	TX TIME(L)	PAGES	TYPE	NOTE	M#	DP
APR-03	12:08 PM	912134578080	8' 14"	(1)	14 FAX TX	OK	881	

TOTAL : 8M 14S PAGES: 14

KAMALA D. HARRIS
Attorney General

State of California
DEPARTMENT OF JUSTICE



FAX TRANSMISSION COVER SHEET

IMPORTANT/CONFIDENTIAL: This communication is intended only for the use of the individual or entity to which it is addressed. This message contains information from the State of California, Attorney General's Office, which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.

DATE: April 3, 2014 TIME: 2:01 p.m. NO. OF PAGES: 14
(Including Fax Cover Sheet)

TO:

NAME: Peter J. Kennedy, Esq.
OFFICE: Reed Smith LLP
LOCATION: Los Angeles
FAX NO.: (213) 457-8080 PHONE NO.: (213) 457-8000

FROM:

NAME: James M. Ledakis, Supervising Deputy Attorney General
OFFICE: Licensing Section
LOCATION: San Diego
FAX NO.: (619) 645-2061 PHONE NO.: (619) 645-2105

MESSAGE/INSTRUCTIONS

Re: In the Matter of the Arbitration of Contract Dispute Between Ronda Rousey, Mixed Martial Artist and Fight Tribe Management, LLC, dba Fight Tribe Management, Darin Kent Harvey Manager

DECISION OF THE ARBITRATOR



FAX TRANSMISSION COVER SHEET

IMPORTANT/CONFIDENTIAL: This communication is intended only for the use of the individual or entity to which it is addressed. This message contains information from the State of California, Attorney General's Office, which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.

DATE: April 3, 2014 TIME: 2:01 p.m. NO. OF PAGES: 14
(Including Fax Cover Sheet)

TO:

NAME: Alexander M. Polyachenko, Esq.
OFFICE: Bash & Polyachenko, P.C.
LOCATION: Los Angeles
FAX NO.: (323) 850-0407 PHONE NO.: (323) 850-0101

FROM:

NAME: James M. Ledakis, Supervising Deputy Attorney General
OFFICE: Licensing Section
LOCATION: San Diego
FAX NO.: (619) 645-2061 PHONE NO.: (619) 645-2105

MESSAGE/INSTRUCTIONS

Re: In the Matter of the Arbitration of Contract Dispute Between Ronda Rousey, Mixed Martial Artist and Fight Tribe Management, LLC, dba Fight Tribe Management, Darin Kent Harvey Manager

DECISION OF THE ARBITRATOR



FAX TRANSMISSION COVER SHEET

IMPORTANT/CONFIDENTIAL: This communication is intended only for the use of the individual or entity to which it is addressed. This message contains information from the State of California, Attorney General's Office, which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.

DATE: April 3, 2014 TIME: 12:01 p.m. NO. OF PAGES: 14
(Including Fax Cover Sheet)

TO:

NAME: Peter J. Kennedy, Esq.
OFFICE: Reed Smith LLP
LOCATION: Los Angeles
FAX NO.: (213) 457-8080 PHONE NO.: (213) 457-8000

FROM:

NAME: James M. Ledakis, Supervising Deputy Attorney General
OFFICE: Licensing Section
LOCATION: San Diego
FAX NO.: (619) 645-2061 PHONE NO.: (619) 645-2105

MESSAGE/INSTRUCTIONS

Re: In the Matter of the Arbitration of Contract Dispute Between Ronda Rousey, Mixed Martial Artist and Fight Tribe Management, LLC, dba Fight Tribe Management, Darin Kent Harvey Manager

DECISION OF THE ARBITRATOR