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

In the Matter of the Arbitration of

**JUAN CARLOS GOMEZ,**

Case No. 111009-1

Boxer

**JESSE RODRIGUEZ,**

Manager.

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**DECISION**

This matter came on regularly for hearing before Interim Executive Officer Dave Thornton at approximately 10:00 a.m. on November 10, 2009 pursuant to a Request for Arbitration filed by boxer and manager. The parties were informed prior to the hearing that each side would be given two hours to present their evidence in the form of documents or testimony. This announcement was repeated at the outset of the proceedings.

Boxer Juan Carlos Gomez was present and represented himself. Manager Jesse Rodriguez was present and was represented by Attorney James Eisenman. Karen Chappelle, Supervising Deputy Attorney General, was present and assisted the Arbitrator, Dave Thornton, for the California State Athletic Commission. Spanish language interpreter Juan Carlos Morales, State Certified Court interpreter, was present to assist boxer in the proceedings.<sup>1</sup>

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

The matter was submitted at the conclusion of the hearing.

**FINDINGS OF FACT**

1. On or about June 5, 2009, Boxer Juan Carlos Gomez (hereafter, "Boxer") filed a Request for Arbitration on the basis that a dispute had arisen in relation to the Boxer-Manager

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<sup>1</sup> Other witnesses present but did not testify included: Annabel Pacheco, Manager's wife who could attest to the bills paid by Manager for Boxer; Roberto Santana who initially introduced Boxer to Jesse Rodriguez, and Phil Paolina, the trainer.

contract signed on November 28, 2006 (Ex. 1). On or about August 27, 2009, Manager Jesse Rodriguez (hereafter, "Manager") 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 (Ex. 2). The basis for the request alleged that Juan Carlos Gomez (hereafter, "Boxer") had breached the boxer manager contract.

2. Juan Carlos Gomez is 36 years old, a heavyweight southpaw classified boxer. His current record is 44 wins ( 35 KO) 2 lost and 0 draw, for a total of 46 fights. **He does not currently hold a license in California.** The boxer-manager contract was signed by the parties and acknowledged by a Commission representative on November 28, 2006 and expires on November 27, 2009.

3. Boxer testified that he signed the boxer-manager contract and understood that Manager was supposed to represent him in everything pertaining to his career in boxing. Boxer testified that Manager did not have any means to secure a fight in the United States, so he needed a promoter.

4. Ahmet Oner is a promoter in Germany, and subject to the laws of Germany. Boxer signed a promoter-boxer contract with Oner, which Manager was not a signatory on. Promoter thereafter secured 5 bouts in Germany while Boxer was under contract with Manager. On these bouts Boxer gave Manager some money, but did not reflect the actual amount that Manager was due. Boxer testified that Promoter did not pay him what he was entitled to, but he took it because he has seven children to support.<sup>2</sup>

5. Boxer met Manager in Los Angeles in 2006 at Guantanamera restaurant, which is owned by Manager. At the time, Boxer was under contract with another promoter (Dr. Beaton) Boxer described a heavyweight fight that was to take place in Australia, the winner of which would have three fights in one day for a 5 million dollar purse. Manager listened to Boxer, and assisted with helping to arbitrate the Boxer-Manager contract between Boxer and Dr. Beaton, so that Boxer could participate in the Australian fight.

6. Thereafter, the California Boxer-Manager contract was signed in November 2006, with Dean Lohuis, Commission representative, and Jesse Rodriguez present.<sup>3</sup> Dean explained the terms of the contract in Spanish, and Boxer understood that Manager was supposed to procure fights for Boxer. Boxer maintained that all fights he participated in were procured by his promoter and not by Manager, and that therefore, he does not owe Manager any money.

7. Manager Jesse Rodriguez testified that he met Boxer in 2004 or 2005 when Boxer was suspended in Germany for cocaine use. At the time, Boxer was under contract with Freedom Boxing (Sugar Ray Leonard). The German Boxing Commission sanctioned Boxer for one year. Dr. Beaton, Boxer's promoter at the time, gave Boxer refuge in the form of a place to

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<sup>2</sup> It is the Manager's portion of the purse on four of these fights that formed the crux of the breach of contract claim by Manager herein.

<sup>3</sup> Also present at the arbitration was fighter Fernando Zuniga who was present on the date the Boxer-Manager agreement was signed between Jesse Rodriguez and Juan Carlos Gomez.

stay.

8. In May or June of 2006 Boxer came to Manager's restaurant completely broke and said that Dr. Beaton was mistreating him. Boxer was hungry, and Manager fed him. Dr. Beaton and trainer Phil Pauline were introduced to Manager.

9. In July 2006, Boxer petitioned the California State Athletic Commission to get out of his contract with Dr. Beaton.

10. The parties (Beaton, Rodriguez and Gomez) went to mediation, and ultimately Beaton agreed to release Gomez upon payment of \$150,000.

11. Manager paid \$100,000 to Carlos Gomez in furtherance of the release, in addition to sums approximately \$20,000 that had been expended for living expenses. In the meantime, Manager was exploring options for contracts for Boxer. Bob Arum at Top Rank would not consider Boxer based on his cocaine use as well as the history of contract violations. Manager also approached Golden Boy and Don Chargin who also considered him too great a risk due to his reputation.

12. Wilfred Savlin was a promoter in Germany, whom Boxer introduced to Manager in Chicago. Dan Goossen offered Boxer a rematch with Yankee Diaz in Texas for \$10,000 and not television rights. HBO was not interested because Boxer was not a big name in the United States, however, he was a big money name in Germany. Wilfred Savlin offered a five contract deal in Germany. There was a "big fight" that was to take place in Australia in December 2006 with a 5 million dollar purse.

13. Manager sponsored the training and preparation for this fight. He expended \$30,000 for sparring partners, expensive flights and housing and food. Manager expended funds for significant other expenses to enable the Australian fight to occur, including \$25,000 for a passport/visa for Boxer's trainer (Pauline). Manager paid all expenses for the team to travel to Australia, whereupon, the tournament was cancelled.

14. Oner informed Boxer and Manager of a small show that was coming up in Hamburg, Germany. Money was again needed from Manager in order to participate in this event. Manager expended \$20,000 and another \$50,000 to go to Germany and sign the contract. Manager was not present in Germany when the contract between Ahmet Oner and Boxer was signed. The first fight under this contract occurred on December 16, 2006. Boxer fought and was paid \$50,000. Oner disbursed the money to Boxer in cash in the hotel lobby. Boxer gave Manager his share (\$16,000). In addition, Boxer gave \$20,000 to Manager to keep on his behalf for Boxer's children, this money was later given back to Boxer.

15. Manager was at this point \$77,000 into the contract by paying for all the trips, travel to the Dominican Republic and other living expenses, including a new Mercedes E350, as well as a Mercedes 550, and all of Boxer's bills.

16. Boxer remained in Germany and trained for a fight in February for a promised

purse of \$250,000. Boxer began training for the fight, and Manager was paying for everything. Boxer told Manager not to come to Turkey because Manager's safety could not be guaranteed. Boxer told manager he was being paid \$75,000. When Boxer was paid for this fight, he deposited 625 Euros into Manager's German account, after deducting the trainers fee from the managers fee. When Boxer returned to the U.S. he told Manager he had only been paid \$75,000, not the contract amount of \$250,000. Based on Boxer's representations to Manager that Oner had breached the contract with Boxer, Manager started legal proceedings in Turkey to recover the remainder of the purse that was due.

17. A new fight was scheduled for October 19, 2007 in Berlin, Germany for the Title, for a purse amount of 100,000 Euros. Boxer again left the U.S. without a signed bout contract. He told Manager that he received \$100,000.

18. Ultimately, a court in Hamburg heard the breach of contract case involving the Boxer against the German promoter. The promoter produced evidence that demonstrated that Boxer had in fact been paid the contract amount. Accordingly, the case was dismissed. When Manager told Boxer about this, Boxer denied that his signature was on the document, demonstrating receipt of full payment amount. Moreover, other documentary evidence presented by Manager indicates receipt by Boxer of full contract amount. He refused to testify to this under oath, however, because the case would then become a criminal case. Manager was responsible for payment of all legal fees associated with the lawsuit.

19. Boxer fought again September 27, 2008 against Vladimir Virchis for 300,000. Thereafter, Manager traveled to Chandu China to meet with Don King for the WBC. Boxer and Vitali were scheduled to fight in March 2009 in Stuttgart Germany for a negotiated fee of 650,000 Euros. Boxer lost the fight. Manager paid all expenses associated with the Germany fight and sent money to Boxer's family in Cuba. Manager compiled a bill for Boxer to repay in light of the fact that he had expended so much money and Boxer was not giving his Manager's share. Boxer brought a cashier's check for \$25,000 and promised to repay the rest. Manager and Boxer agreed upon a sum in consideration on this fight, which Manager does not contest.

20. The following exhibits were offered into evidence by Manager: Exhibit A: Boxer Manager Contract dated Nov. 28, 2006; Exhibit B: Declaration of Dean Lohuis that he fully explained all contract terms to the parties, in Spanish; Exhibit C: Statement under Penalty of Perjury from Dave Thornton that Jesse Rodriguez was licensed as a manager during the relevant time period in 2006 and 2007; Ex. D: Contract for Bahktov fight June 17, 2007 and supporting documentation establishing a deposit of 200,000 Euro (\$299,000 U.S.); Exhibit F: a Euro conversion document that demonstrates the difference between what Manager was promised for the fight and what he received; Exhibit G: receipts for payment of items for Boxer by Manager; Exhibit H: contract for the Oliver McCall fight with a purse of \$250,000; Exhibit I: expense paid by Manager on behalf of Boxer; Exhibit J: conversion chart showing 250,000 Euros ( 374,000 U.S.); Exhibit K: receipt for expenses paid on Boxer's behalf; Exhibit L: contract for bout with Vladimir Virchis for \$205, 920; Exhibit M: correspondence on Boxer's behalf by Manager; Exhibit N: accounting of all expenses paid on behalf of Boxer by Manager and also reflecting sums paid by Boxer owed to Manager; Exhibit O: copy of car payments for Mercedes car for Boxer which was paid by Manager; Exhibit P: copies of phone bill receipts paid by Manager;

Exhibit Q: receipts for miscellaneous items expended by Manager for Boxer; Exhibit R: Copy of Judgment from Hamburg court; Exhibit S: invoice for legal fees incurred by Manager in filing lawsuit in Germany; Exhibit T: conversion chart for legal fees: (32,000 euros , 49,786.46 U.S.).

21. Manager has attached funds by the Los Angeles County Sheriff's department in the amount of \$105,000 in Boxer's Wells Fargo Bank account, pursuant to a Writ of Attachment in the amount of \$200,000.

### 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 Juan Carlos Gomez asserts that he wants to get out of the contract because Manager never did anything for him, never procured him any fights in the United States. On the other hand, Manager Jesse Rodriguez has requested reimbursement of all expenses paid on behalf of Boxer, in addition to legal fees and punitive damages.

2. Manager maintains that he has fulfilled all obligations to Boxer. He asserts that he got him out of trouble, helped him, believed in him blindly, gave him money as well as friendship. Manager testified that he treated Boxer like a brother. The relationship and large sums of money Manager expended on Boxer has caused problems with Manager and his wife. He trusted Boxer and used his family money to help him because he believed in him.

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. First of all, the contract terms present a contract that has only two weeks left. In addition while the manager may not have obtained any fights for Boxer in the U.S. he certainly supported all bouts in Germany and Europe and through his financial assistance and support enabled Boxer to participate in these bouts that have significantly advanced Boxer's career. For a Manager with limited experience in the industry, his actions with Boxer demonstrate at a minimum that he was working in the best interest of the Boxer's career. In addition, Manager produced an accounting that demonstrated expenditures of his own money for all expenses including two luxury cars, travel, training, telephone, medicals, and numerous other expenses related to Boxer, thus evidence that Manager took his job as Manager seriously, indeed jeopardized his own family security on Boxer's behalf.

4. Testimony given at the arbitration hearing centered mainly around Manager's constant support of Boxer and evidence of how Boxer deceived Manager by preventing him from

going to Europe by creating a ruse that his safety would not be guaranteed. In fact, Boxer did not want Manager to be present because he would have discovered that Boxer had lied about the amount of money he was being paid. To add insult to injury, Boxer stood by and let Manager incur additional expenses to hire legal counsel and file a breach of contract lawsuit which Boxer knew the premise of was completely false. Accordingly, Boxer's assertion that Manager was not entitled to his share because promoter set up the fights and Manager did not is rejected.

5. Accordingly, the Commission hereby finds that the Boxer-Manager Contract dated November 28, 2006 is valid. Under the contract Boxer is obligated to disburse to Manager 33 1/3 percent of each of his purse amounts. This he did not do in at least three instances. Manager has requested sums in addition to breach of contract to cover his legal expenses for the German litigation, and also for punitive damages based on Boxer's conduct.

**ORDER**

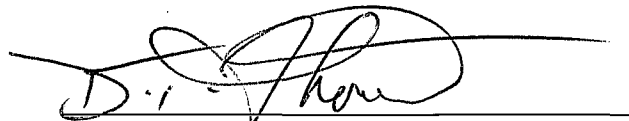
**WHEREFORE, THE FOLLOWING ORDER** is made:

Boxer has breached the terms of the contract by failing to properly disburse to the Manager his share under the contract on four separate purses in a total amount of \$318,351.30 as follows:

\$85,494.59 for Dennis Bahktov fight June 16, 2007; \$105,072.46 for Oliver McCall fight on October 19, 2007; \$68,640.00 for Vladimir Virchis fight on September 27, 2008; and \$59,144.25 for travel expenses.

The arbitration is resolved in favor of Manager, Jesse Rodriguez.

DATED: December 16, 2009.



Dave Thornton  
Executive Officer  
California State Athletic Commission

**DECLARATION OF SERVICE BY CERTIFIED MAIL AND FIRST CLASS MAIL**

(Separate Mailings)

Case Name: **JUAN CARLOS GOMEZ (Boxer) and JESSE RODRIGUEZ (Manager)**

Case No.: 111009-1

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 **December 18, 2009**, I served the attached **DECISION** 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** 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:

**JUAN CARLOS GOMEZ**  
139 South Hampton  
Kessimnee, FL 34744

**Certified Article Number**

7160 3901 9848 5608 2162

**SENDERS RECORD**

**JESSE RODRIGUEZ**  
909 N. Cottonwood Way  
Walnut Creek, CA 91789

**Certified Article Number**

7160 3901 9848 5608 2179

**SENDERS RECORD**

**JAMES ISENMAN**  
15760 Ventura Blvd., #1915  
Encino, CA 91436

**Certified Article Number**

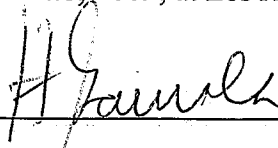
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**SENDERS RECORD**

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 **December 18, 2009**, at Los Angeles, California.

Henrietta Gaviola

Declarant

  
Signature

7160 3901 9848 5608 2162

**TO:**  
Juan Carlos Gomez  
139 South Hampton  
Kessimnee, FL 34744

**SENDER:** Karen B. Chappelle

**REFERENCE:** LA2009603270

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**TO:**  
James Isenman  
15760 Ventura Blvd., #1915  
Encino, CA 91436

**SENDER:** Karen B. Chappelle

**REFERENCE:** LA2009603270

PS Form 3800, June 2000

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**REFERENCE:** LA2009603270

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