BEFORE AN ARBITRATOR STATE ATHLETIC COMMISSION STATE OF CALIFORNIA

In the Matter of the Arbitration of Contract Dispute Between:

BRANDON GONZALES, Boxer

and

MICHAEL ROBINSON, Manager.

Case No. 052008-1

DECISION OF THE ARBITRATOR

The above captioned arbitration matter came on regularly for hearing before Armando Garcia, Executive Officer of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. The matter was convened at 10:00 a.m. on May 20, 2008 at the Office of the California State Athletic Commission 2005 Evergreen Street, Sacramento, California 95815, pursuant to written notice to all parties. Karen Chappelle, Supervising Deputy Attorney General acted as counsel to the Arbitrator. Brandon Gonzales, Licensed Boxer (Hereinafter "Boxer") appeared representing himself and did not present any witnesses. Manager Michael Robinson (Hereinafter "Manager") was present and also did not present any witnesses. Both parties were prepared to proceed. Based upon the Notices to the parties, and following the taking of testimony of the parties under oath, and following receipt of documents in evidence and upon taking official notice of the records and proceedings of the California State Athletic Commission

and following submission of the parties of oral arguments on the evidence and due consideration thereof, the Arbitrator now makes the following:

FINDINGS OF FACT

- 1. Boxer and Manager were at the time of the making of the Boxer/Manager contract which is the subject of this arbitration, both licensed by the Commission and Boxer and Manager are currently licensed in California.
- 2. On March 15, 2007, Boxer and manager appeared before an official of the Commission in Los Angeles and executed a standard boxer/manager contract, the term of which was three (3) years. The contract was approved by the Commission on or about March 15, 2007.
- 3. In or about October 1, 2007, Boxer requested arbitration of the contract pursuant to Section C.4 of said agreement, specifying multiple violations of either laws governing boxing or regulations of the Commission, and requesting that the Commission terminate the boxer-manager contract.
 - 4. Thereafter the matter was set for hearing by written notice.
- knock out and no losses during the course of his contract with Manager. Only one of the fights was arranged by Manager. During the course of the Boxer-Manager relationship, Manager worked diligently to arrange bouts for Boxer, however in several instances the bouts did not come to fruition through no fault of either party. For example, testimony was received that a bout was negotiated and arranged between Boxer and Josh Kennedy as a opponent. Ultimately, despite Boxer undertaking to train and be available for the bout, it was determined at the last minute that the scheduled opponent was legally blind and thus unable to compete. On another occasion, a bout was canceled due to the lack of a qualified opponent due to bad medicals (Farid Rashid). Other instances that occurred over the life of this contract included instances where Boxer did not make weight or where bout negotiations fell through at the last minute. Accordingly, the evidence indicates that

Manager made good faith efforts to produce bona fide offers to Boxer pursuant to the terms of the contract, albeit that many of these attempts did not come to fruition.

All efforts to obtain bouts on Manager's part ceased in November 2007 when Boxer requested arbitration of the contract. Boxer testified that since October 2007 he has engaged in one fight which he arranged on his own, and he paid Manager pursuant to the contract. He fought again in May 2008 and again Manager was paid. There does not appear to be any attempt on the part of the Boxer to preclude Manager from what he is entitled to under the terms of the contract. Boxer testified that Manager is simply not arranging the quality of fights to promote his career and thus is not working in his best interest.

Manager testified that he never expressed an interest in being a manager and that due to his friendship with Boxer, he became his Manager. He testified that he feels he has shown his ability to arrange fights and that he was diligent in his efforts to maintain the accounting logs. Manager has only one other fighter and does not see himself as a manager but indicated he was coaxed into this position.

Boxer testified to his dealings with Manager. Boxer met manager in through trainer Mateen in 2007. This was Manager's first contract as a manager, and Boxer's first contract as a professional boxer. Under the terms of the contract, Manager was to make records available and open for inspection, pay for trainer and trainer fees out of manager's stated percentage, and provide good faith offers of boxing matches every four months.

Boxer testified that manager only arranged one fight since the signing of the contract, a fight on August 11, 2007, and that all subsequent fights he scheduled on his own behalf. Manager indicated that he had been paid his percentage on these fights.

Boxer said he wants out of the contract because he manager does not schedule any fights for him to advance his career. (Request for Arbitration)

In September 2007, Boxer approached Manager and asked to view his accounting records. Manager said that they would meet and go over them at a later time

and date to be agreed on. The accounting logs were sent to boxer for the time period covering January 2007 through September 30, 2007. The logs covered a time period that preceded the actual date of the contract which was entered into.

Manager then testified to his work with Boxer. Manager testified that he provided bona fide offers to boxer on several dates. These fights did not work out. Manager maintained that he held up his end of the Boxer-Manager contract by paying Boxer and paying Boxer's expenses. Exhibit 2, a 2 page document prepared by Manager and provided by both parties, chronicles the purported expenses paid by Manager to Boxer or on his behalf in accordance with the terms of the contract. Page one of the accounting log details expenses that occurred in January and February 2007, prior to the signing of the contract. Page two of the log details expenses that were objected to by Boxer as being inaccurate as not pertaining to him.

DETERMINATION OF ISSUES

- 1. The Arbitrator has jurisdiction over the parties and over the subject matter of the arbitration and pursuant to the boxer-manager contract between the parties thereto, may issue an appropriate order.
- 2. The boxer has not met his burden of proving that the manager failed to offer bona fide bouts on boxer's behalf. The boxer has met his burden of proving that the accounting provided by the manager was not an accurate reflection of the status of payments made on his behalf, in violation of the laws and regulations of the Commission which would establish legal cause for issuance of an order terminating the contract.
- 3. However, the evidence has established that the personal relationship personal relationship between the boxer and manager has deteriorated to the point where an impasse exists has been created which is not good for either party or for boxing in general.
- 4. A boxer-manager contract by its very nature is a contract for the performance of personal services and contains an implied covenant and promise by both

parties of good will and mutual cooperation, which in this case has been frustrated. The boxer and manager are presently incompatible to the extent that it would be contrary to the best interests of boxing and the boxer to force him to remain under contract until the expiration of the term. It is therefore consistent with the best interests of boxing and the boxer to allow the boxer to terminate the current contract upon terms and conditions which are fair, just and equitable.

- 5. The manager has testified that reasonable costs incurred by him to the present time as well as the likelihood of reimbursement from boxer's future purses is the sum of \$2,336.61. Documentation submitted and found by the Arbitrator to be credible indicate that several expenses listed on the accounting log are not allowed. This amount should therefore be offset by the expenses undertaken by boxer on his own behalf. \$1,407.31 are expenses undertaken prior to the execution of the contract; \$1,805.31 represents an amount paid by boxer for trainer fees and supplies, which should also be deducted from the amount claimed by manager. Accordingly, \$531.49 is found to be fair, just and equitable and can either be paid by boxer or to manager.
 - 6. Based on the foregoing, the Arbitrator hereby issues the following:

ORDER

- 1. The boxer manager contract between Brandon Gonzales, Boxer, and Manager Michael Robinson which was signed on March 15, 2007, is terminated. Boxer shall pay to manager the sum of \$531.49.
- 2. Payment of the \$531.49 shall be accomplished by personal check, money order or cash.
- 3. Should the boxer seek to obtain another manager at any time prior to the full payment or satisfaction of the award, the entire unpaid balance, if any exists at that time, shall be due and owing and some accommodation shall be made before the boxer will be permitted to enter into a new boxer-manager relationship in California or in any jurisdiction which recognizes the lawful orders of the California Commission and the new

manager acknowledge that he or she has been provided with a copy of this decision. 4. Boxer and any new manager he obtains shall truthfully report to the Commission the amount of money actually paid to him for each bout wherever it takes place and the failure to accurately and truthfully report and account for purse monies will constitute grounds to suspend the license of boxer as well as the license of any future manager of boxer or any promoter who falsely reports amounts of purse money in any bout agreement or in any bout in which Boxer participates. This Decision shall become effective on August 15, 2008. DATED: August 11, 2008. ARMANDO GARCIA, EXECUTIVE OFFICER STATE ATHLETIC COMMISSION ARBITRATOR Chappelle my Supervising Deputy Attorney General Attorney for Arbitrator

DECLARATION OF SERVICE BY MAIL

1	BBCDARCH OF BEAUTIEE
2	Re: BRANDON GONZALES, Boxer and MICHAEL ROBINSON, Manager
3	State Athletic Commission Case No. 052008-1
4	I am over 18 years of age, and not a party to the within cause; my business address is
5	300 South Spring Street, Suite 1702, Los Angeles, California 90013; I served a true copy of the attached DECISION OF THE ARBITRATOR , on each of the following, by placing same in an
6	envelope addressed as follows:
7	KEVIN T. COLLINS, ESQ. Best Best & Krieger
8	400 Capitol Mall, Suite 1650 Sacramento, CA 95814
9	MICHAEL ROBINSON
10	9911 Red Stone Drive Sacramento, CA 95827
11	ARMANDO GARCIA
12	Executive Officer California State Athletic Commission
13	2005 Evergreen Street, Suite 2010 Sacramento, CA 95815-3831
14 15	I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.
16 17	Each said envelope was then, on August 11, 2008 , sealed and deposited in the United States Mail at Los Angeles, California, the county in which I am employed, with the postage thereon fully prepaid.
18	I declare under penalty of perjury that the foregoing is true and correct.
19	Executed on August 11, 2008, at Los Angeles, California.
20	$\int_{\Omega} \left(1 - \frac{1}{2} \right) dt$
21	HENRIETTA E. GAVIOLA
22	Declarant Declarant
23	
24	
25	
26	

28