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**BEFORE AN ARBITRATOR
STATE ATHLETIC COMMISSION
STATE OF CALIFORNIA**

In the Matter of the Arbitration of Contract
Dispute Between:

CLEOTIS PENDARVIS, Boxer

and

ADRIAN GARCIA, Manager.

Case No. **082707-2**

DECISION OF THE ARBITRATOR

The above captioned arbitration matter came on regularly for hearing before June Collison, Chair of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. The matter was convened at 10:00 a.m. on August 27, 2007 at the Office of the Attorney General in Los Angeles pursuant to written notice to all parties. Karen Chappelle, Supervising Deputy Attorney General acted as counsel to the Arbitrator. Cleotis Pendarvis, Licensed Boxer (Hereinafter "Boxer") appeared and represented himself. He was present with witnesses Jose Reyes (trainer) and Sergio Cornejo (trainer). Manager Adrian Garcia (Hereinafter "Manager") was present and assisted by William Torres, a licensed cornerman. Both parties were prepared to proceed. Based upon the Notices to the parties, the testimony of the parties and other witnesses under oath, receipt of documents in evidence and upon taking official notice of the records and proceedings of the California State Athletic Commission and

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

3 **FINDINGS OF FACT**

4 1. Both Boxer and Manager were at the time of the making of the
5 Boxer/Manager contract, which is the subject of this arbitration, both licensed by the
6 Commission. Boxer and Manager are currently licensed in California.

7 2. On June 5, 2006, Boxer and Manager appeared before an official of
8 the Commission in Los Angeles and executed a standard boxer/manager contract, the
9 term of which was five (5) years. The contract was approved by the Commission on or
10 about July 1, 2006.

11 3. In or about December 2006, Manager requested arbitration of the
12 contract pursuant to Section C.4 of said agreement, citing multiple violations of either
13 laws or regulations of the Commission, and requested that the Commission withhold
14 his percentage of a fight on December 8, 2006.

15 4. Thereafter Boxer also requested arbitration and the matter was set for
16 hearing by written notice.

17 5. Boxer is currently 21 years old and has an overall
18 record of six wins and one loss with two of his wins by knockout and one by draw.
19 During the course of his contract with Manager, Boxer has had five bouts and was the
20 winner in four of them.

21 Boxer testified to his dealings with Manager. Boxer met Manager in 2005,
22 but has known Will Torres since Boxer was 14 years old. Will Torres took Boxer to
23 Manager to advance his career.

24 Boxer testified that he began training in November 2006 and trained six
25 days a week. He maintained that Manager turned down 8 fights. Boxer said he wants
26 out of the contract because he has not been paid since October 2006. (Ex. A: Request
27 for Arbitration)

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1 In May 2007, Boxer approached Manager and asked to get back together.
2 Manager agreed and set up a sparring session. No further fights were scheduled.
3 Boxer maintained that he dutifully trained according to schedule, but Will Torres was
4 a problem and they did not get along well together. Boxer said he can get along with
5 Manager, but Manager delegates all day- to- day dealings with Boxer to Will Torres,
6 and that situation does not work.

7 Manager then testified to his work with Boxer. Manager testified that he also
8 requested arbitration. (Ex. 1) He indicated that he had diligently tried to work with
9 Boxer, but that Boxer was not cooperative. Manager held up his end of the
10 Boxer/Manager contract by paying Boxer and paying Boxer's expenses. (Ex. 2
11 Expense Sheet). Exhibit 2 is a 12- page document that chronicles the expenses paid
12 by Manager on Boxer's behalf in accordance with the terms of the contract, which
13 includes the payment of a \$1,500 signing bonus in March 2005, payment for Boxer's
14 trainer, boxing equipment, household expenses, medical bills, rent, and travel.

15 Ex. 3, the Boxer/Manager contract indicates that Manager is entitled to 33 1/3
16 percent of Boxer's earnings. Manager testified that he was conscientious and took
17 pains to choose opponents for his fighters and that he had worked hard to develop the
18 career of Boxer Pendarvis. Manager further testified that he had expended \$24,830 in
19 expenses on Boxer's behalf, and had not collected any money from any of the fights
20 that he had arranged, despite the fact that Boxer was paid for each fight.

21 22 DETERMINATION OF ISSUES

23 1. The Arbitrator has jurisdiction over the parties and over the subject
24 matter of the arbitration and, pursuant to the boxer/manager contract between the
25 parties thereto, may issue an appropriate order.

26 2. Boxer has not met his burden of proving that Manager has failed to
27 fulfill his obligations pursuant to the boxer/manager contract in violation of the laws and
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1 until the balance called for in this order is paid in full. On the effective date of this
2 decision, the Commission shall release to Manager Garcia proceeds of any manager's
3 share of any purses which have been withheld pending determination of the requested
4 arbitration.

5 3. Should Boxer seek to obtain another manager at any time prior to the
6 full payment or satisfaction of the award, the entire unpaid balance, if any exists at that
7 time, shall immediately become due and owing before the boxer will be permitted to
8 enter into a new boxer/manager contract in California or in any jurisdiction which
9 recognizes the lawful orders of the California Commission. Boxer shall also provide the
10 new manager with a copy of this decision and shall, within 30 days after entering into
11 that contract, submit to the Commission his statement signed under penalty of perjury
12 stating that he has complied with this requirement.

13 4. Boxer shall truthfully report to the Commission the amount of money
14 actually paid to him for each bout wherever it takes place. Boxer's failure to accurately
15 and truthfully report and account for purse monies will constitute grounds to suspend
16 the license of Boxer. Any false report of the amount of purse money in any bout
17 agreement or in any bout in which Boxer participates is grounds for discipline.

18 This Decision shall become effective on December 17, 2007.

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IT IS SO ORDERED this 7th day of December, 2007.



ARMANDO GARCIA
Executive Officer
State Athletic Commission