

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  
STATE OF CALIFORNIA

In the Matter of the Arbitration of Contract  
Dispute Between:

Case No. 091208-2

**DECISION OF THE ARBITRATOR**

**LUIS FERNANDO URIBE,**  
**Boxer,**  
**and**  
**DAVID CASTELLANOS**  
**ISMAEL MARES,**  
**Managers.**

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 September 15, 2008 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. Luis Fernando Uribe, Licensed Boxer (Hereinafter "Boxer") appeared and represented himself. Manager David Castellanos (Hereinafter "Manager") was present and assisted later by Attorney Jeffrey L. Willis. Co-Manager Ismael Mares was not present. Both parties present were prepared to proceed. Based upon the Notices to the parties, and following the taking of testimony of the parties under oath, and following

1 receipt of documents in evidence and upon taking official notice of the records and  
2 proceedings of the California State Athletic Commission and following submission of the  
3 parties of oral arguments on the evidence and due consideration thereof, the Arbitrator  
4 now makes the following:

5 **FINDINGS OF FACT**

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

9 2. On May 16, 2007, Boxer and Manager appeared before an official of  
10 the Commission in Los Angeles and executed a standard boxer/manager contract, the term  
11 of which was five (5) years. The contract was approved by the Commission on or about  
12 June 1, 2007.

13 3. In or about April 4, 2008, Boxer requested arbitration of the contract  
14 pursuant to Section C.4 of said agreement, specifying multiple violations of either laws  
15 governing boxing or regulations of the Commission, and requesting that the Commission  
16 invalidate his contract.

17 4. Thereafter the matter was set for hearing by written notice.

18 5. Boxer is currently 23 years old and has an overall record of twenty  
19 (20) wins and no losses with sixteen (16) of his wins by knock out. During the course of  
20 his contract with Manager, Boxer has had one bout, which he won, however the bout was  
21 not arranged by Manager.

22 Boxer testified to his dealings with Manager. Boxer and Manager have  
23 known each other for many years and are familiar with each other's families. Manager  
24 worked with Boxer in Mexico on his training and has known Uribe since he was a  
25 teenager. Under the terms of the contract, Manager Castellanos was supposed to obtain  
26 fights and Manager Ismael Mares was to obtain a promoter.

27 Boxer testified that he came to the United States, and Manager dropped him  
28 off at the home of Robert Gaeta. After that, Boxer maintained he never worked with

1 Manager and Manager never arranged any fights for him. The fight that took place on  
2 April 4, 2008 in Cabazon was not arranged by Manager, and Manager did not attend the  
3 fight or train Boxer to get ready. Boxer wants to terminate the contract because Manager  
4 has not obtained any fights for him. Boxer also testified that Manager did not pay any  
5 expenses for training, food, transportation or equipment. Boxer testified that Mr. Gaeta  
6 was advancing the money for his expenses. Boxer understands that by terminating the  
7 contract, he will also be terminating the agreement with co-manager Ismael Mares. (Ex. A:  
8 Request for Arbitration) Boxer testified that he has not signed any promotional agreements  
9 with Golden Boy or Top Rank.

10           Manager then testified to his work with Boxer. Manager testified that he  
11 only manages one boxer and promised to make him a champion, and never took any  
12 money from Boxer or on his behalf. (Managers share of the purse from April 4, 2008 fight  
13 is being held by Commission.) He indicated that he had diligently tried to work with  
14 Boxer, but t Boxer's immigration status prevented him from signing him to any bouts.  
15 Manager produced two bout agreements to demonstrate during the contract period he  
16 attempted to perform. The first, Ex. 2 is a copy of a California Boxer-Manager contract  
17 dated 2004. Ex. 3 is a California Bout Contract dated May 12, 2007 for an event to be held  
18 at Quiet Canyon on May 18, 2007. This bout was not held because the opponent incurred  
19 an injury to his hand. Ex. 4 is a Nevada Athletic Commission Bout Agreement dated  
20 May 18, 2007 for an event to be held on July 6, 2007. This bout did not take place  
21 because Boxer was out of the country and could not participate. Manager testified that he  
22 held up his end of the Boxer-Manager contract but he was prevented from communicating  
23 with Boxer. Manager testified that he did not attend the fight on April 4, 2008 because he  
24 did not know about the fight. There is no communication between Boxer and Manager.  
25 Manager testified that he has spent his own money and sent money to Boxer's family in  
26 Mexico. He likes the Boxer and wants to help, and now that he is ready to become  
27 famous, Boxer will not communicate with him. Manager testified that Boxer's current  
28 trainer, Joey Olivo does not get along with Manager. Co-Manager Mares does not

1 communicate with Manager, and is communicating with Golden Boy and Top Rank about  
2 Boxer.

3 Ex. 5 is a letter from Top Rank to the immigration authorities written on behalf of  
4 Boxer. Ex. 6 is a letter from Golden Boy to immigration authorities written on behalf of  
5 Boxer.

6 Manager did not produce any receipts for any expenses on Boxer's behalf.

#### 7 DETERMINATION OF ISSUES

8 1. The Arbitrator has jurisdiction over the parties and over the subject  
9 matter of the arbitration and pursuant to the boxer-manager contract between the parties  
10 thereto, may issue an appropriate order.

11 2. The boxer has not met his burden of proving that the manager has  
12 engaged in illegal conduct in violation of the laws and regulations of the Commission  
13 which would establish legal cause for issuance of an order terminating the contract.

14 3. However, the evidence has established that the personal relationship  
15 between the boxer and manager has deteriorated to the point where an impasse exists has  
16 been created which is not good for either party or for boxing in general.

17 4. A boxer-manager contract by its very nature is a contract for the  
18 performance of personal services and contains an implied covenant and promise by both  
19 parties of good will and mutual cooperation, which in this case has been frustrated. The  
20 boxer and manager are presently incompatible to the extent that it would be contrary to  
21 the best interests of boxing and the boxer to force him to remain under contract until the  
22 expiration of the term. It is therefore consistent with the best interests of boxing and the  
23 boxer to allow the boxer to terminate the current contract upon terms and conditions  
24 which are fair, just and equitable.

25 5. The manager has testified that he has not expended any money on  
26 Boxer's behalf.

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

6. Based on the foregoing, the Arbitrator hereby issues the following:

ORDER

1. The boxer manager contract between Luis Fernando Uribe, Boxer , and Manager David Castellanos which was signed on May 16, 2007 is terminated.
2. Upon the effective date of this decision, the Commission shall release to Manager Castellanos the proceeds of any manager's share of any purses which have been withheld pending determination of the requested arbitration.
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.

This Decision shall become effective on October 15, 2008.

DATED: 10-09-08



ARMANDO GARCIA, EXECUTIVE OFFICER  
STATE ATHLETIC COMMISSION  
ARBITRATOR

**DECLARATION OF SERVICE**

(Certified & First Class Mail (separate mailing))

Case Name: Luis Fernando Uribe, Boxer and David Castellanos, Ismael Mares, Managers

Case No.: 091208-2

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; my business address is 300 So. Spring St., Los Angeles, CA 90013

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 October 10, 2008, 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, addressed as follows:

**DAVID CASTELLANOS**  
13031 Anola Street  
Whittier, CA 90605  
*certified mail no.*  
7001 0360 0003 6742 1415

**LUIS FERNANDO URIBE**  
11320 Laurel Ave.  
Whittier, CA 90605  
*certified mail no.*  
7001 0360 0003 6742 1446

**ISMAEL MARES**  
22303 Horst Avenue  
Hawaiian Gardens, CA 90716  
*certified mail no.*  
7001 0360 0003 6742 1422

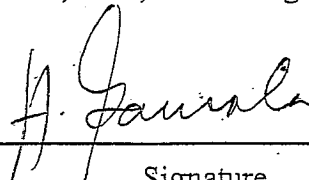
**ARMANDO GARCIA**  
Executive Officer  
California State Athletic Commission  
2005 Evergreen Street, Suite 2010  
Sacramento, CA 95815-3831  
*certified mail no.*  
7001 0360 0003 6742 1453

**LUIS FERNANDO URIBE**  
22303 Horst Avenue  
Hawaiian Gardens, CA 90716  
*certified mail no.*  
7001 0360 0003 6742 1439

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 October 10, 2008, at Los Angeles, California.

Henrietta Gaviola

Typed Name



Signature