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

In the Matter of the Arbitration of Contract
Dispute Between:

JERMAINE WHITE, Boxer

and

NICK BECRIS, Manager.

Case No.: **042811-3**

DECISION OF THE ARBITRATOR

The above captioned arbitration matter came on regularly for hearing before George Dodd, an 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 6, 2011 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. Jermaine White, Licensed Boxer ("Boxer") was present via telephone and represented himself. Manager Nick Becris ("Manager") appeared at the meeting and represented himself. 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

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

3 **FINDINGS OF FACT**

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

7 2. On May 15, 2009, Boxer and Manager appeared before an official of the
8 Commission in Ontario and executed a standard boxer/manager contract ("contract"), the term of
9 which was five years. The contract was approved by the Commission on or about May 15, 2009.

10 3. Under Section A.1, Boxer agreed to render services from May 15, 2009 to
11 May 15, 2014, solely and exclusively for Manager in boxing contests, exhibitions, and training
12 exercises.

13 4. Under Section A.2, Boxer agreed to pay manager thirty-three and a third
14 percent of any sum of money Boxer earns in any boxing contest, exhibition, or training exercise.

15 5. Under Section C.5, the contract specified that "[t]he arbitrator may terminate
16 this contract if Manager fails to obtain a good faith offer of a boxing match, exhibition or contest
17 from a responsible person, firm, or corporation for at least four (4) consecutive months, during all
18 of which time Boxer shall have been ready, willing, able, and available to accept and perform
19 such services."

20 6. Under the terms of the contract, Manager agreed to pay Boxer a monthly
21 allowance of \$400 per month. Prior to the September 30, 2009 bout, Manager paid Boxer a total
22 of \$1,200 in monthly allowances.

23 7. On or about April 17, 2011, Boxer requested arbitration of the contract pursuant
24 to Section C.4 of said contract.

25 8. Boxer is currently twenty-nine years old with an overall boxing record of
26 seventeen wins, with nine of his wins by knockout, and four losses. Since agreeing to the
27 contract with Manager, Boxer has had one bout on September 30, 2009. However, Boxer
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1 negotiated the terms of the contract for the September 30 bout without using the Manager's.
2 Boxer earned \$1,200 for that bout.

3 9. Prior to the bout on September 30, 2009, Boxer declined three bouts proposed
4 by Manager, including one involving the opponent Boxer fought on September 30, 2009.

5 10. Boxer and Manager currently do not have a working relationship and do not
6 communicate.

7 **DETERMINATION OF ISSUES**

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

11 12. Boxer has not met his burden of proving that the manager has failed to obtain a
12 good faith offer for a boxing contest, match, or exhibition for at least four consecutive months.

13 13. However, the evidence has established that the personal relationship between
14 Boxer and Manager has deteriorated to the point where an impasse exists which is detrimental to
15 both parties and for boxing in general.

16 14. A boxer-manager contract by its very nature is an agreement for the
17 performance of personal services and contains an implied covenant and promise by both parties
18 of good will and mutual cooperation. In this case, such good will and cooperation has been
19 frustrated. The boxer and manager are presently incompatible to the extent that it would be
20 contrary to the best interests of boxing and Boxer to force him to remain under contract until the
21 term's expiration on May 15, 2014. It is therefore consistent with the best interests Boxer and
22 boxing in general to allow the Arbitrator to terminate the current contract upon fair, just and
23 equitable terms and conditions.

24 15. Based on the foregoing, the Arbitrator hereby issues the following:

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ORDER

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16. The boxer manager contract between Jermaine White, Boxer and Manager Nick Becris which was signed on May 15, 2009 is terminated.

17. Boxer owes Manager \$4,000 as payment for the September 30, 2009 purse. Boxer was paid a total of \$1,200 in monthly allowances. Boxer also owes Manager \$2,000 in trainer fees. Accordingly, Boxer shall pay Manager the sum of \$7,200.00.

18. Payment of the \$7,200.00 shall be accomplished within one year of the effective date of this decision.

This Decision shall become effective on June 6, 2011.

Dated: 6/6/11

George Dodd
GEORGE DODD, Executive Officer
State Athletic Commission
Arbitrator

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