## BEFORE AN ARBITRATOR STATE ATHLETIC COMMISSION STATE OF CALIFORNIA

In the Matter of the Arbitration of Contract Dispute Between:

Case No. 111303-1 DECISION OF THE ARBITRATOR

12 MARY DURON, Boxer

and

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GEORGE GARCIA, Manager.

The above captioned arbitration matter came on regularly for hearing before Rob 16 Lynch, Executive Officer of the California State Athletic Commission, the Arbitrator duly 17 appointed by the Commission. The matter was convened at 9:00 a.m. on November 13, 18 2003 at the Ronald Reagan State Office Building Los Angeles pursuant to written notice to 19 all parties. Earl R. Plowman, Deputy Attorney General acted as counsel to the Arbitrator. 20 Mary Duron, Licensed Boxer 13505 (Hereinafter "Boxer") appeared and was represented 21 herself. Manager George Garcia (Hereinafter "Manager") was present with witnesses 22 23 Leobardo and Jose Velasquez-Armenta and prepared to proceed. Based upon the Notices to the parties, and following the taking of testimony of the parties and other witnesses 24 under oath, and following receipt of documents in evidence and upon taking official notice 25 of the records and proceedings of the California State Athletic Commission and following 26 submission of the parties of oral arguments on the evidence and due consideration 27

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thereof, the Arbitrator now makes the following:

## FINDINGS OF FACT

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.

6 2. On February 10, 2001, Boxer and Manager appeared before an official of
7 the Commission in Huntington Beach, California and executed a standard
8 formboxer/manager contract, the term of which was five (5) years. There were no addenda
9 to the contract. The contracts were approved by the Commission on or about February 28,
10 2001.

In or about July, 2001, Boxer requested arbitration of the contract
 pursuant to Section C.4 of said agreement, but specifying no particular violations of either
 laws governing boxing or regulations of the Commission. Due to confusion that the
 parties had resolved their differences, the arbitration was not set for hearing until the
 present date.

4. Thereafter the matter was set for hearing by written notice. The
 Arbitrator has determined that notice of the hearing date was properly given to both
 parties.

5. Boxer is currently 30 years old and has an overall
 record of four wins and five losses as well as a draw. Boxer fought a 10 round Jr.
 Flyweight world championship bout on July 26, 2003 against Yvonne Capeles of Las Vegas,
 Nevada. Boxer lost the match by decision but had no trouble going the distance. Boxer
 take great pride in the fact that she fought for a world title at this juncture in her career.
 Manager has many years of experience in boxing and is well known in the boxing world as
 a trainer and manager.

At the arbitration hearing it was agreed by both Boxer and Manager
that they had developed irreconcilable differences. Specifically, Boxer developed an

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attachment to a man who had originally come to the gym where she trained. Despite the 1 fact that Boxer's boyfriend did not have experience in boxing, he became involved in 2 Boxer's training, to the detriment of her relationship with Manager. It is noted that the 3 boxer-manager contract signed by the parties placed the selection of trainers with Manager 4 and that absent the approval of Manager, being trained by a third party would be a 5 violation of the contract. There were vague references from both Boxer and Manager that .6 in each case the other party had done something or not done something which had so 7 poisoned the relationship between them so that the elements of trust and teamwork that 8 are essential to such relationships could not exist. The essential fact from this is that Boxer 9 severed her ties with Manager and has been training herself and arranging her own fights. 10 7. Since both Boxer and Manager stated on the record their desire to 11 end the relationship, the Arbitrator ruled that there was no point in taking further 12

13 testimony and the only issue to be decided is to ascertain whether and to what degree14 Boxer and Manager are owed compensation from the other.

Based upon the evidence presented, it is not possible to accurately
 project a value to the remainder of the contract. Manager does not believe that Boxer is
 currently being competently trained and Boxer is taking fights for admittedly lower purses
 than she should be in what appears to be an effort to lower the amount of money that
 Manager could expect from a fight. This unseemly state of affairs is of no benefit to the
 parties or to boxing. The only point of agreement at the present time is that the parties are
 incompatible and that neither would or exert their best effort for the other.

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## DETERMINATION OF ISSUES

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 and Manager have each agreed that they wish to terminate
their contract thus obviating either party from the burden of proving that the other has

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engaged in illegal conduct in violation of the laws and regulations of the Commission
 which would establish legal cause for issuance of an order terminating the contract.
 Although there was no illegal conduct in violation of Commission laws or Regulations, it
 does appear that Boxer has chosen to disregard the contract provisions about selection of
 her trainer and arranged her own fights without consulting with or obtaining permission
 from manager.

3. However, the evidence has established that the
personal relationship between the boxer and manager has deteriorated to the point where
an impasse exists which is not good for either party or for boxing in general. It is clear that
if the contract were to remain in effect it would not be honored by either party due to the
lack of trust and respect that each now has for the other.

12 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 13 14 parties of good will and mutual cooperation, which in this case has been frustrated. The 15 boxer and manager, by their own admission, are presently incompatible to the extent that 16 it would be contrary to the best interests of boxing and the parties to force them to remain 17 under contract until the expiration of the term. It is therefore consistent with the best 18 interests of boxing r to terminate the current contract upon terms and conditions which 19 are fair, just and equitable.

5. It was agreed by the parties that the Commission has withheld a managers share of all purses earned by boxer since the request for arbitration and that the retained monies could be paid to manager in return for an immediate and unconditional release from the remainder of the contract.

24 25 6. Based on the foregoing, the Arbitrator hereby issues the following:

## ORDER

The boxer manager contract between Mary Duron, Boxer LB13505, and
 Manager George Garcia, Manager LM8638 is ordered dissolved effective November 13,

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2003; and

2. The Commission shall pay all retained manager's shares of Boxer's
 3 purses through July 26, 2003 to Manager as final settlement of any and all monies due and
 4 owning between the parties.

This Decision shall become effective on November 13, 2003

DATED: January 13, 2003

ROB LYNCH, EXECUTIVE OFFICER STATE ATHLETIC COMMISSION ARBITRAT

EARL R. PLOWMAN Deputy Attorney General

Attorney for Arbitrator