



CALIFORNIA STATE ATHLETIC COMMISSION

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

ROBERT GUERRERO, Boxer,

and

DANIEL GOOSSEN, and GOOSSEN-
TUTOR PROMOTIONS, LLC, Promoter

CASE NO.: 012306-1

DECISION

Date: February 16, 2006

Time: 10:00 a.m.

Place: Ronald Reagan
State Office Building
300 S. Spring Street
Los Angeles, California 90013

This matter came before Armando Garcia as arbitrator for the California State Athletic Commission ("Commission") on February 16, 2006 for arbitration hearing on request of ROBERT GUERRERO ("Boxer") concerning the validity of a certain March 2003, five year boxer-promoter contract entered into between Boxer and Goossen-Tutor Promotions, INC. and ROBERT SANTOS and Joe Goossen (collectively, "Co-Managers"). The sole contention advanced by Boxer is that the agreement was not signed in the presence of a Commission representative, nor was it filed contemporaneously with the Commission.

Testimony was received on behalf of the boxer from Robert Santos and Robert Guerrero.

1 Robert Santos testified that he had been the manager for boxer since his
2 amateur career in 1999 or 2000. He testified that he never spoke with any member of
3 the Commission staff regarding the 2003 Promoter agreement, which was signed at his
4 home. He further testified that although he had requested a copy of the promoter
5 contract from the Commission, he never received one. He spoke with Dean Lohuis,
6 Chief Inspector for the Commission about 8-10 months later.

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8 Boxer Robert Guerrero testified that he never spoke to anyone at the
9 Commission about the Promoter contract, and he never talked with Dean Lohuis, Dan
10 Goossen or Joe Goossen. No one explained the terms of the contract to him, not even
11 his manager. Boxer testified that he was "lied to" so he wants the Promotional contract
12 terminated. Boxer testified that he did not read the contract.

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14 Dean Lohuis, Chief Inspector for the Commission testified that he went over the
15 contract over the phone with boxer. He said he read each and every provision of the
16 contract to him. Lohuis admitted that the law required the contract to be signed in the
17 presence of the Commission with the boxer and promoter both present, however, he
18 testified that he had been given permission by Deputy Attorney General Earl Plowman
19 to authorize this particular contract over the phone, in light of the fact that Lohuis was
20 familiar with all the parties.

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22 Deputy Attorney General Earl Plowman testified that he had given permission to
23 Dean Lohuis to authorize one contract over the phone. No other authorization was
24 given. Deputy Attorney General Plowman stressed that this was an exception that he
25 was extending based on the particular circumstances, and that no others would be
26 granted. Plowman did not authorize repeated oral contracts over the phone.

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1 Tom Brown testified on behalf of Goossen-Tutor Promotions. He indicated that
2 he personally delivered the signature page bearing the signatures of all parties to Dean
3 Lohuis.

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5 Daniel Goossen testified that he participated in the phone call on March 18, 2003
6 with Bob Santos (manager) Roberto Guerrero (boxer) and Dean Lohuis (Commission).
7 The conversation lasted between 30 and 45 minutes. It was a thorough discussion
8 after which the documents were couriered overnight to all parties and Dean Lohuis.
9 Goossen testified that he had received permission from Lohuis in 2002 to execute a
10 contract over the phone. After considering all papers and evidence submitted and the
11 arguments of all parties and counsel, it is the decision of the Commission that the
12 Exclusive Promotional Rights Agreement dated March 18, 2003 is valid. The contract
13 bears the signature of all parties. According to the testimony given, despite the fact that
14 all parties were required to be present at the time of the signing, here, the Commission
15 had been given the authority to approve the contract over the phone. This authority
16 was extended to this one contract only.

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18 Both parties have performed according to the terms of the March 2003
19 agreement for over two and a half years. There was some evidence that boxer wanted
20 to get out of the Promotional contract with Goossen-Tutor in order to sign with another
21 promoter. The arbitrator makes no finding in this regard. The sole issue here was the
22 validity of the March 18, 2003 Exclusive Promotional Rights Agreement.

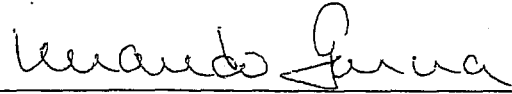
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1 Accordingly, based upon the exception granted by the Commission and that fact
2 that both parties have relied on the validity of the contract since its signing the
3 Commission determines that the March 18, 2003 contract is valid and enforceable.
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5 **IT IS SO ORDERED**
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8 DATED: March 25, 2006

By:



9 Armando Garcia, Executive Officer
10 California State Athletic Commission
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