

**BEFORE THE
CALIFORNIA STATE ATHLETIC COMMISSION
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Arbitration of :)	CASE NO.: 031912-1
Contract Dispute Between:)	
)	
CHARLES HUERTA,)	ORDER OF THE
Boxer,)	ARBITRATOR
and)	
)	
GOLDEN BOY PROMOTIONS, INC.,)	
)	
Promoter.)	
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DECISION

This matter came on regularly for hearing before Commissioner Eugene Hernandez, the arbitrator appointed by the commission to hear the matter, at approximately 10:00 a.m. on April 10, 2012 pursuant to a Request for Arbitration filed by boxer, Charles Huerta. On February 6, 2012, the boxer requested the State Athletic Commission to arbitrate the dispute pursuant to paragraph C 4 of the contract. The five year contract dated October 15, 2008, is currently on file with the commission.

Boxer Charles Huerta was present and represented himself. He was assisted by his father and Kevin Malone. Promoter, Golden Boy Promotions was represented by Attorney Arnold Joseph. Also present from Golden Boy were Eric Gomez and Robert Diaz. Karen Chappelle, Supervising Deputy Attorney General, was present and acted as legal counsel for the arbitrator. George Dodd, Executive Officer of the Commission was also present.

At the conclusion of the hearing, the matter was submitted. The arbitrator now makes the following:

FINDINGS OF FACT

At all times pertinent herein:

- (a) Charles Huerta was and now is a professional boxer licensed by the State Athletic Commission.
- (b) Golden Boy Promotions was and now is a promoter licensed by the State Athletic Commission.

1. On October 15, 2008, the boxer entered into a five (5) year contract with Golden Boy Promotions. February 6, 2012, Boxer Charles Huerta (hereafter "Huerta") filed a Request for Arbitration with the California State Athletic Commission (hereafter "Commission"), pursuant to paragraph "C" of the contract and Rule 221. The basis for the request alleged that Golden Boy Promotions (hereafter "Promoter") has not procured any fights for him since May 20, 2011. There is less than two years remaining on the contract.

2. Huerta is 25 years old, a super bantamweight classified boxer and first received his California Boxer License in 2008. His current record is 16 wins (9 KO) 3 lost (1 KO) and 0 draw, with a KO average of 47.37%. The California Addendum contract was signed by the parties and acknowledged by a Commission representative on October 15, 2008 and expires on October 14, 2013.

3. Boxer testified that he wants to fight, and that promoter has not set up any bouts for him since he lost a fight in May 20, 2011.

4. Boxer testified that under the contract he understood that when he suffered a loss, the Promoter had the right to terminate the contract or renegotiate the amount of money for the purse. In year one of the contract, the first four bouts pursuant to the contract documented that he was earning \$5,000 per bout. Thereafter, on July 30, 2009, Boxer lost by KO in round one to opponent Derrick Wilson. He received \$4,500 for this bout, being given an explanation that there were budgetary issues with Promoter. On September 24, 2009, against opponent Rodrigo Aranda, which Boxer won, he was paid \$3,500. Year two of the contract, he fought three times. On February 25, 2010 against opponent Guadalupe DeLeon, which he won, he received \$2,500. In each case that he received less than \$5,000, Boxer testified that there were no negotiations and that he only learned of the purse amount at the weigh in, when he was preoccupied and not in a mind set to negotiate money. He spoke to Promoter about it, and for the next three fights in 2010 against opponents Jonathan Arias, Felipe Cordova and Arturo Camargo, he was paid \$5,000.

(Both parties agreed that Boxer was given a \$3,000 advance prior to the Arturo Camargo fight on December 3, 2010). In year three of the contract Boxer fought three times and was paid \$5,000, \$10,000 and \$8,500 respectively. The last two fights against Raul Hiraes on January 28, 2011 and Christopher Martin on May 20, 2011 Boxer lost. Boxer maintained there were no negotiations for the purse amount, it was either take it or leave it.

5. Boxer said he wants to fight and is willing to put in the time and training, but feels that Promoter has "put him on the shelf" since he lost the last two fights. Boxer testified that he is not in discussions with any other promoter. Since 2008, under the contract Boxer has had 12 fights, in which he won nine (9) and lost three.

6. On the day of the arbitration, Boxer submitted a brief and a chart which he calculates he is currently owed \$66,000 is owed to him by Promoter.

7. It was not established that the Boxer had engaged in any wrongdoing under the contract.

8. Eric Gomez and Robert Diaz testified for Promoter. They contend that they acted in good faith in procuring fights for Boxer. They asserted under the contract, paragraph 8, they were entitled to negotiate purse amounts after any bout in which Boxer was not declared the winner. They each maintained that for each fight Boxer was paid less than \$5,000, there was a negotiation that Boxer participated in. In addition, Boxer was given tickets in exchange for part of the purse for one fight.

9. Eric Gomez testified that he could recall meeting with Boxer on at least three occasions to discuss the purse amounts. Once was at the weigh in prior to a fight, once was in the Promoters' office in which Boxer brought an attorney with him, and once was with Kevin Malone. In each meeting, the purse amount was agreed to, with the exception of the fight against Jonathan Arias, where Promoter had offered \$3,500 and the amount was scratched out and instead was written \$5,000. This notation was consistent with negotiations taking place.

10. It was not established that Promoter had engaged in any wrongdoing or bad faith conduct with regard to the boxer or that he violated any of the express provisions of the contract.

LEGAL CONCLUSIONS

1. Exclusive authority of California State Athletic Commission to arbitrate promotional contracts exists by reason of the express language of the contract itself, which provides in paragraph C(2) and 16 CCR 221.

DISCUSSION

1. Boxer Charles Huerta asserts that he has not fought since May 2011 and therefore, Promoter is in breach of the Promter-Boxer contract.

2. Promoter maintains that boxer has turned down bona fide offers to fight, despite Promoters best efforts to obtain opponents and television events for him. Testimony revealed from both Robert Diaz and Eric Gomez that numerous dates and opponents were offered to Boxer, but they were rejected on at least four occasions after May 2011. In addition, Promoter produced a copy of the \$3,000 check that was given to Boxer on November 2, 2010 as an "advance" for the Camargo fight.

3. At the outset, it is noted that wherever possible, the commission strives to uphold agreements between boxers and promoters. In some rare instances, however, circumstances warrant the commission's action to dissolve such contractual relationships. These circumstances include, but are not limited to, breach of the contract by the boxer, breach by the manager and other circumstances where the commission feels it is "in the best interest of boxing" to dissolve the relationship. It was established that a good faith dispute between the boxer and the promoter has arisen and that they are not getting along and are not compatible. A lack of trust and faith has developed and communication is poor between the parties.

4. Accordingly, the Commission hereby finds that the Boxer-Promoter Contract dated October 15, 2008 between Charles Huerta and Golden Boy Promotions is terminated.

5. It was established that neither party was in breach of the contract. It was further established that the \$3,000 advance given by Promoter to Boxer was a gift. There was insufficient evidence to substantiate the \$66,000 that was requested by the Boxer. However, it was substantiated that Promoter owes \$2,500 to Boxer for the difference in purse amounts for the Guadalupe DeLeon fight for which it was established that there was no negotiation for the purse amount.

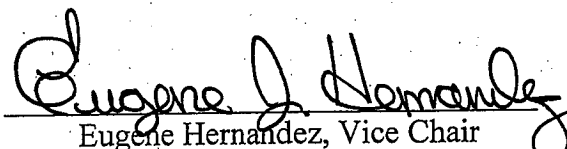
ORDER

WHEREFORE, THE FOLLOWING ORDER is made:

The arbitration is resolved in favor termination of the contract.

This decision shall become effective on the 24th day of April, 2012.

DATE: 4/25/12


Eugene Hernandez, Vice Chair
California State Athletic Commission

DECLARATION OF SERVICE BY CERTIFIED MAIL AND FIRST CLASS MAIL

(Separate Mailings)

Case Name: **Charles Huerta and Golden Boy Promotions, Inc.**

No.: **031912-1**

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. 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 with postage thereon fully prepaid that same day in the ordinary course of business.

On May 1, 2012, I served the attached **ORDER OF THE ARBITRATOR** by placing a true copy thereof enclosed in a sealed envelope as certified mail with return receipt requested, and another true copy of the **ORDER OF THE ARBITRATOR** was enclosed in a second sealed envelope as first class mail in the internal mail collection system at the Office of the Attorney General at 300 South Spring Street, Suite 1702, Los Angeles, CA 90013, addressed as follows:

Charles Huerta
6631 San Miguel Street
Paramount, CA 90723

Certified Article Number

7196 9008 9111 4559 9871

SENDERS RECORD

Arnold C. Joseph, Esq.
Joseph & Associates
510 E. Township Line Road, Suite 135
Blue Bell, PA 19422

Certified Article Number

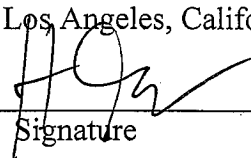
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SENDERS RECORD

GEORGE DODD
Executive Officer
California State Athletic Commission
2005 Evergreen Street, Suite 2010
Sacramento, CA 95815
(sent by first class mail only)

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 May 1, 2012, at Los Angeles, California.

Henrietta Gaviola
Declarant


Signature