

Original

**BEFORE THE
CALIFORNIA STATE ATHLETIC COMMISS
DEPARTMENT OF CONSUMER AFFAIR
STATE OF CALIFORNIA**

In the Matter of the Arbitration of

Case No. 072709-1

MIGUEL ANGEL HUERTA,

Boxer

FRANK ESPINOZA,

Manager

DECISION

This matter came on regularly for hearing before Interim Executive Officer Dave Thornton at approximately 10:00 a.m. on July 27, 2009 pursuant to a Request for Arbitration filed by boxer, Miguel Angel Huerta. The parties were informed prior to the hearing that each side would be given one hour to present their evidence in the form of documents or testimony. This announcement was repeated at the outset of the proceedings.

Boxer Miguel Huerta was present and represented himself. He was assisted by Certified Spanish language interpreter Jacqueline Zamora. Manager Frank Espinoza was present and represented himself. Karen Chappelle, Supervising Deputy Attorney General, was present and represented the California State Athletic Commission. William Douglas, Assistant Executive Officer of the Commission was also present.

At the conclusion of the hearing, the matter was submitted.

FINDINGS OF FACT

1. On or about June 3, 2009, Boxer Miguel Angel 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 Espinoza (hereafter, "Manager") has not procured any fights for him since December 11, 2008.

2. Huerta is 30 years old, a lightweight classified boxer and received his California Boxer License on February 1, 2007. His current record is 27 wins (18 KO) 10 lost (6 KO) and 1 draw, with a KO average of 47.37%. He does not currently hold a license in California. The

boxer-manager contract was signed by the parties and acknowledged by a Commission representative on September 6, 2007 and expires on March 1, 2010.

3. Boxer testified that he wants to fight, and that manager has not set up any matches for him since he lost a fight in December 11, 2008. He fought on July 11, 2009, and also lost, however this was not a fight that was arranged by manager.

4. Boxer testified that Jesse Ochoa, his trainer does not train him properly, that he is often late, while boxer himself travels a great distance and managed to get to the gym on time. Boxer indicated that his schedule is to train five days per week for about one hour starting at 5:00 p.m. Boxer was unable to state what his current weight was. He mentioned several times that he would like assistance with someone to prepare his food for him, as he eats out several times per week and the food he consumes is greasy, and therefore adds weight. He indicated that he needs at least six weeks notice to train, make weight and get into shape for a fight.

5. Boxer said he wants to fight and is willing to put in the time and training, and also that his current work visa had expired and he needs another one.

6. Since 2007, Boxer has had 6 fights, in which he lost three and won three.

7. Both Boxer and Manager testified that they are willing to continue working with one another in the future. Manager indicated that he had renewed Boxer's work visa with Frank Ronzio, Immigration Attorney, however, he did not have any documents to substantiate this, and boxer said he had not received a renewed work visa.

8. When asked whether he was ready for the last fight he had been given, in December 2008, he replied "maybe" indicating that he could have trained harder, but did not make weight until the night before. According to Boxer he wants to fight so that he can be a champion.

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 Miguel Angel Huerta asserts that he wants the manager to procure fights for him and that he trains faithfully.

2. Manager maintains that boxer simply does not put enough effort into his training to win fights, and that he continually fails to make the proper weight for the fight. He indicates that he cannot provide the type of daily supervision for boxer that boxer seems to require.

Manager complained about having to take his own scale to the gym to monitor boxer's weight, which he should not be required to. Manager expressed concern over the health and safety for the boxer when he failed to make weight until the last minute by sweating or sitting in a sauna for prolonged period of time before a bout.

3. At the outset, it is noted that wherever possible, the commission strives to uphold agreements between boxers and managers. 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. This does not appear to be such a rare circumstance. Here, the manager has obtained six fights during the first two years of the boxer-manager agreement. However no bona fide offers of bouts have been given to boxer since December 2008.

4. Testimony given at the arbitration hearing centered mainly around boxers training routine, inability to make weight and approach to boxing. In addition, it was noted that the manager had not provided the boxer or the commission any accounting during their contact, nor had he tendered any bona fide bout offers since December 2008.¹

5. Accordingly, the Commission hereby finds that the Boxer-Manger Contract dated September 2007 between Miguel Angel Huerta and Frank Espinoza as Manager is valid. The contract will remain in full force and effect for the remainder of its term, with the following conditions.

6. The Manager must do the following in accordance with the provisions of the boxer-manager contract: by September 1, 2009, notify boxer of a good faith offer of a bout to occur no later than November 1, 2009. Additionally manager must provide an accounting to the Commission by October 1, 2009 which sets forth the amounts of money, services and equipment being provided to the boxer. In addition, manager is to provide boxer with a valid Visa within 30 days of the effective date of this decision. Manager should attend some training sessions and determine whether the current trainer Jesse Ochoa is the best trainer for the boxer. If not, then boxer and manager should agree on a different trainer.

7. The boxer must make every effort to compete and to train and to make weight. The boxer should not accept any fights other than those arranged by the manager.

Manager should provide an accounting to Boxer of all fees and expenses. With these conditions the contract remains in effect.

ORDER

¹Manager indicated that he had scheduled a bout for boxer in February 2009, for which boxer failed to make the proper weight, however, no paperwork was produced to verify the date of such bout, the opponent, or the weight at which he was to compete.

WHEREFORE, THE FOLLOWING ORDER is made:

The arbitration is resolved in favor of leaving the contract intact.

DATED:

July 31, 2009.



Dave Thornton
Executive Officer
California State Athletic Commission

DECLARATION OF SERVICE BY CERTIFIED MAIL AND FIRST CLASS MAIL
(Separate Mailings)

Case Name: **Miguel Angel Huerta v. Frank Espinoza**

No.: 072709-01

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 that same day in the ordinary course of business.

On **August 3, 2009**, 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 at 300 South Spring Street, Suite 1702, Los Angeles, CA 90013, addressed as follows:

MIGUEL ANGEL HUERTA
1402 Franzen Avenue
Santa Ana, CA 92705

Certified Article Number

7160 3901 9845 3255 8356

SENDERS RECORD

FRANK ESPINOZA
1356 Bently Court
West Covina, CA 91791

Certified Article Number

7160 3901 9845 3255 8363

SENDERS RECORD

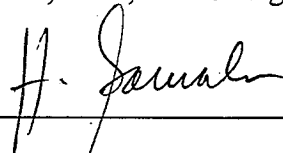
JAMES MAYNARD
Staff Counsel
Legal Affairs Office
Department of Consumer Affairs
1625 North Market Boulevard, Suite S-309
Sacramento, CA 95834-1924

(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 **August 3, 2009**, at Los Angeles, California.

Henrietta Gaviola

Declarant



Signature

7160 3901 9845 3255 8356

TO:

Miguel Angel Huerta
1402 Franzen Avenue
Santa Ana, CA 92705

SENDER: Karen B. Chappelle, SDAG

REFERENCE:

LA2009603271

PS Form 3800, January 2005

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TO:

Frank Espinoza
1356 Bently Court
West Covina, CA 91791

SENDER: Karen B. Chappelle, SDAG

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