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8 **BEFORE AN ARBITRATOR**
9 **OF THE CALIFORNIA STATE**
10 **ATHLETIC COMMISSION**

11 In the Matter of the Arbitration of Contract
12 Dispute Between:

Case No.: 72403-2

13 **KINGSLEY IKEKE**, Boxer,

DECISION OF THE
ARBITRATOR

14 and

15 **RUBEN CHAVEZ**, Manager.
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19 The above captioned arbitration matter came on regularly for hearing before Rob Lynch,
20 Executive Officer of the California State Athletic Commission, the Arbitrator duly appointed by
21 the Commission pursuant to notice to the parties. The arbitrator was assisted in this matter by
22 Deputy Attorney General Earl R. Plowman. The matter was convened at 10:00 a.m. on July 24,
23 2003 at the Office of the Attorney General in Los Angeles. Kingsley Ikeke (hereinafter "Boxer")
24 appeared personally and was represented by his attorney Lamont Jones, Esq. Manager Ruben
25 Chavez (hereinafter "Manager") appeared personally and represented himself. Also present and
26 testifying at the arbitration hearing was Carol Bronner, Boxer's fiancée.

27 **PRELIMINARY MATTERS**

28 It is noted that counsel for the arbitrator received a telephone calls from Manager

1 requesting continuance of the arbitration, as well as from Mr. Jimmy Montoya prior to the
2 arbitration, stating first that he was the "advisor" to Mr. Chavez and that he was unable to attend
3 the arbitration due to a press conference taking place involving another boxer later in the
4 morning on the same date as the arbitration and then stating that he wanted to "represent"
5 Manager as a legal representative as provided for in the Administrative Procedure Act. It was
6 explained to Mr. Montoya that the arbitration was not an APA proceeding and that Manager
7 could make such requests at the arbitration hearing.

8 Prior to the commencement of the arbitration, Manager requested a continuance claiming
9 that he received insufficient notice. He further requested a continuance due to the purported
10 unavailability of Matchmaker Jimmy Montoya whom he characterized as his "advisor" as a
11 boxer/manager and whom he stated was needed as a witness to testify on the negotiations on
12 fight offers made to Boxer. After reviewing the letter notifying Manager of the hearing, it was
13 determined that it had been mailed out 16 days before the arbitration hearing to Manager's
14 address of record in the San Fernando Valley, a distance of less than 20 miles. Relying by
15 analogy on the provisions of Government Code Section 11509, the arbitrator determines that the
16 notice of hearing on the arbitration was proper.

17 The arbitrator further noted and determined that pursuant to the laws and regulations of
18 the Commission, the Manager was suppose to be the person with all knowledge concerning
19 Boxer's career and the contract between them and as such ruled that the arbitration would
20 proceed; however, Manager would be given an additional amount of time to submit evidence of
21 his efforts to secure boxing engagements for Boxer. It would be determined at that time whether
22 it was necessary to convene a further hearing to permit the testimony of Mr. Montoya or Ms.
23 Janet Rodriguez who it was represented was an employee at Mr. Montoya's gym and a witness to
24 certain events.

25 Thereafter, Manager was instructed to provide copies of the documents in his possession
26 which supported his claim that he had not violated the terms of the Boxer/Manager contract by
27 failing to obtain sufficient fights for Boxer. Manager was instructed to serve copies of the
28 material within a particular period of time upon opposing counsel, Mr. Jones with a copy to

1 counsel for the arbitrator. It was put on the record by counsel for Boxer, Mr. Jones, that due to
2 long-standing commitments he was going to be away from his office and so had only a limited
3 time to respond to Manager's material. It was thus made clear to Manager that time was of the
4 essence in getting the material to Mr. Jones.

5 Manager faxed copies of the material to counsel for the arbitrator and sent another set to
6 the arbitrator at the Commission office in Sacramento but failed to submit and send copies to
7 opposing counsel as he had been ordered and agreed to do. Counsel for Boxer was forced to
8 contact the Attorney General's Office and on short notice obtain copies of the material sent by
9 Mr. Chavez to the counsel for the arbitrator in order to comply with the time established to file
10 his response. In any event, the arbitrator received and considered the material and the response
11 and now makes the following

12 FINDINGS OF FACT

13 1. The Boxer and Manager were at the time of the making of the Boxer/Manager
14 contract which is the subject of this arbitration, both licensed by the California State Athletic
15 Commission and both Boxer and Manager remain so licensed. Jimmy Montoya is also licensed
16 by the California State Athletic Commission as a Matchmaker.

17 2. On or about October 3, 2000, both Boxer and Manager appeared before a
18 representative of the California State Athletic Commission and signed a standard form
19 Boxer/Manager Contract, the term of which was five (5) years. The Contract was approved by
20 the Commission later in October.

21 3. Commencing in or about January 2003, Boxer notified the Commission that he
22 believed that Manager had violated the terms of the contract by failing to secure him bouts as
23 called for by the Boxer/Manager Contract and that in fact Manager had also improperly delegated
24 responsibility for Boxer's career to Jimmy Montoya. Thereafter the matter was set for hearing.
25 The Arbitrator determined that the Notice of Hearing set forth was sufficient and properly mailed
26 to the party's addresses. Boxer, Manager and Boxer's fiancée, Carol Bronner were sworn and
27 testified in this matter.

28 4. Pursuant to section C5 of the Boxer/Manager Contract, the arbitrator may

1 terminate the Contract if the Manager fails to obtain a good faith offer of a boxing match,
2 exhibition or contest between a responsible person, or firm or corporation for at least four
3 consecutive months during all of which time Boxer should have been ready, willing and
4 available to accept and perform such services.

5 5. Based on the evidence, the arbitrator finds that the Manager obtained the
6 following bouts for Boxer within the term of the contract which commenced on October 3, 2000:

- 7 (1) March 29, 2001 at Inglewood, California to July 20, 2001;
- 8 (2) May 12, 2001, in Ohio.
- 9 (3) May 17, 2002 in Las Vegas, Nevada
- 10 (4) January 24, 2003 in Ventura, California

11 6. The Arbitrator finds that Boxer was ready, willing and able to box during this
12 entire period of time. There are at least two periods where it is clear that the Manager waited far
13 in excess of four months between securing bouts for Boxer.

14 7. The Arbitrator has considered the documents filed by Manager and these do not
15 appear in most instances to evidence a firm or good faith offer to fight as required by the
16 Boxer/Manager Contract. Rather these documents seem to be informational as to possible future
17 bouts and in different locations and not negotiations for a specific venue or date.

18 8. As concerns the allegations by Boxer that Manager is a front for Mr. Montoya, or
19 that Manager is part of an illegal co-manager situation, the Arbitrator first notes that the material
20 provided by Boxer in the form of press releases or news stories quoting Jimmy Montoya is not
21 persuasive. The fact that a journalist (with an indeterminate amount of knowledge about boxing)
22 characterizes Mr. Montoya as "Boxer's Manager" does not make it so nor does it make the
23 allegation chargeable to Mr. Montoya as either cause to terminate the contract or to discipline
24 Mr. Montoya's matchmakers license, as discussed below.

25 9. On the other hand, the agreement furnished by Manager between himself and Mr.
26 Montoya does appear on its face to violate not only the Boxer/Manager Contract but also the
27 laws and regulations of the Commission. In his testimony before the Arbitrator, Manager was
28 asked specifically by the Arbitrator whether all of Boxer's fights had been arranged by Jimmy

1 Montoya. Manager answered Mr. Lynch's question in the affirmative. The Arbitrator further
2 asked whether Boxer's bouts were all arranged by Mr. Montoya in his capacity as a Matchmaker
3 to which the Manager stated that not all of the cards were done by Mr. Montoya as the
4 Matchmaker.

5 10. Section C7 of the Boxer/Manager Contract requires that both Boxer and Manager
6 certify and promise to each other and to the Commission to induce the Commission's approval
7 that no oral or other written agreement exists between them other than the contract; that the
8 Boxer has no agreements with any other person concerning his or her boxing activities and that
9 no changes or additions to the Contract will be considered valid or will be enforced unless they
10 are part of the contract in writing and approved by a Commission representative. Further the
11 Boxer/Manager Contract may only be modified by the Manager and Boxer in writing and
12 approved by the Commission.

13 11. There is no agreement or record of such an agreement involving Mr. Montoya and
14 the management of Boxer being approved by the Commission or its representatives.

15 12. The Arbitrator notes the following provisions of law are relevant to this
16 arbitration:

17 A. Business and Professions Code section 18673 provides, in pertinent part,
18 that all applications for a Manager's license shall contain a true statement of all persons
19 connected with or having a proprietary interest in the management of the boxer or martial
20 arts fighter.

21 B. Business and Professions Code section 18674 provides that all managers
22 shall submit in writing, for prior approval by the Commission any changes at any time in
23 the persons connected with or having a proprietary interest in the management of the
24 boxer or martial arts fighter, including a change in the shareholders of a corporate entity.

25 C. Business and Professions Code section 18848 which provides, in pertinent
26 part, that the license of any promoter or Matchmaker found guilty of managing a boxer . .
27 either directly or indirectly without written approval from the Commissioner shall be
28 subject to disciplinary action

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DETERMINATION OF ISSUES

12. Based on the findings set forth hereinabove in paragraphs one through four the Arbitrator determines that Manager has violated section C5 of the boxer-manager contract in that manager has failed to obtain good faith offers of a boxing match, exhibitions or contests from a responsible person, firm or corporation for at least four consecutive months all of which boxer should have been ready, willing and able and available to accept and perform as a boxer. There appear to be at least three such periods of time in the intervals since the signing of the original boxer-manager contract in October 2002.

13. By reason of findings set forth hereinabove in paragraphs one through four and in conjunction with the provisions of the Business and Professions Code set forth, manager has violated section C7 of the boxer-manager contract in that the relationship "adviser" with Mr. Jimmy Montoya, licensed Matchmaker appears to be *malum prohibitum* and is grounds for discipline against his Matchmaker's license.

ORDER

Based on the foregoing, the boxer-manager contract between Kingsley Ikeke and Ruben Chavez dated October 3, 2000 is declared null and void by the Arbitrator, as to each of the determinations of issues set forth hereinabove and for all of them.

DATED: September 23, 2003_

ROB LYNCH, Executive Officer
California State Athletic Commission
Arbitrator



EARL R. PLOWMAN,
Deputy Attorney General
Arbitrator's Attorney

This decision shall be effective October 6, 2003