

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

In the Matter of the Arbitration of Contract
Dispute Between:

Case No. **062102-2**

DECISION OF THE ARBITRATOR

ROBERT M. CLUBB, Manager

and

JUAN PATINO, Boxer

The above captioned arbitration matter came on regularly for hearing before Martin Denkin, Commissioner of the California State Athletic Commission, the Arbitrator duly appointed by the Commission. The matter was convened at 11:00 a.m. on June 21, 2002 at the office of the Attorney General in Los Angeles. There was no appearance by or on behalf of Boxer Juan Patino. Manager Robert Clubb was present and prepared to proceed. Based upon the Notices to the parties, the Arbitrator now makes the following:

FINDINGS OF FACT

1. 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.
2. On April 18, 2000, Boxer and Manager appeared before an official of

1 the Commission in Los Angeles and executed a standard boxer/manager contract, the
2 term of which was two (2) years. The contracts were approved by the Commission on
3 or about April 22, 2000.

4 3. In or about July 9, 2001, Manager requested arbitration of the contract
5 specifying as grounds that boxer had failed to honor bout agreements made with
6 promoters Don Chargin and Jerry Hoffman and that boxer had taken fights without his
7 manager's approval and without paying the manager's share of his purses.

8 4. Thereafter the matter was set for hearing but there was no appearance
9 by or behalf boxer, nor was there any effort made by Boxer to contact counsel for the
10 Arbitrator. The Arbitrator has determined that notice of the hearing date was properly
11 given to both parties at their respective addresses of record.

12 5. At 12:15pm the matter was called and in response to questions by the
13 Arbitrator, Manager testified that he had not been in contact with Boxer for some time
14 and that it was Manager's understanding that Boxer was now spending much of his
15 time in Las Vegas, Nevada. Manager testified that he had invested \$955.00 in Boxer's
16 career and that he had not seen any return on his investment as of the date of the
17 arbitration, despite Boxer having made a good start on a professional career. The
18 Manager testified that this figure included licensing and medical examinations for Boxer
19 and payment of gym dues at three locations and one half of a \$145 dollar customized
20 robe. Manager testified that in his last contact with Boxer at Bumpy's Gym, Boxer told
21 him that Boxer was working two jobs and not keeping up his career in boxing. Manager
22 testified that he later learned that Boxer took several fights. Questions about the dates
23 of payment of gym dues and licensing fees disclosed that certain of these were for
24 services before the April, 2000 contract date and these are disallowed as not being
25 under the contract in question.

26 6. A review of the records of the Commission and of the Nevada State
27 Athletic Commission disclosed that during the term of the contract, Boxer had fought on
28

1 four occasions. The first fight was on Indian land in Oroville in April, 2000 and this was
2 for a \$500. The Manager's share was paid. The second fight was in Laughlin, Nevada
3 on July 14, 2001 with a purse of \$600. Boxer listed Rudy Elias as his manager but no
4 share was paid by the Commission in Nevada as no boxer manager contract was on file
5 with that commission. Boxer fought at Del Mar, California in August, 2001 for \$500.00
6 and the records of the California Commission reflect a manager's share payment to
7 Manager. Finally, the Nevada Commission noted a fight in Las Vegas on April 13, 2002
8 with a purse of \$600. No manager was listed nor was any share withheld. Boxer fought
9 in Imperial Beach, Ca. in June, 2002 but this was after expiration of the contract.

10
11 7. Since there was no appearance by or on behalf of Boxer, the Arbitrator
12 heard uncontradicted testimony on the amount of money spent by Manager on Boxer's
13 career and received copies of invoices and notations for expenses and the amount that
14 appears to be under the present contract is the sum of..

15 **DETERMINATION OF ISSUES**

16 1. The Arbitrator has jurisdiction over the parties and over the subject
17 matter of the arbitration.

18 2. The Manager, appeared and presented competent and credible
19 evidence demonstrating a basis for payment of \$400 in monies expended on boxer
20 which are not strictly expenses commonly a part of doing business as a manager. The
21 records of the Nevada Commission also demonstrate that Manager is entitled to the
22 Manager's share of purses for the two Nevada fights, \$200.00.

23 3. Based on the foregoing, the Arbitrator hereby issues the following:

24 **ORDER**

25 1. The arbitration petition of Manager is granted.
26 2. The Boxer-Manager Contract between the parties is expired but Boxer
27 is obligated to pay Manager \$600.00.
28

1 3. Within 60 days of the effective date of this decision Boxer shall report
2 on the status of all purse earned by him through that date and make arrangements to
3 pay the outstanding manager's shares in the amount of \$200. Boxer shall also
4 reimburse Manager the sum of \$400 for a total of \$600. In the event Boxer fails to do
5 this, Manager shall report this failure to the Commission for appropriate action against
6 Boxer's license in California.

7 4. The Commission shall, forthwith, withhold a one third manager's share
8 from all purses paid to Boxer and cause said monies to be paid to Manager Clubb until
9 the obligation is paid. The Commission shall request enforcement of its order by the
10 Commissions of any sister state, territory or Native American Tribal organization.

11 5. In the event Boxer seeks to enter into another boxer-manager contract,
12 the outstanding obligation to Manager in this case must be satisfied as a condition to
13 approval by the Commission.

14
15 This Decision shall become effective on August 20, 2002

16
17 DATED: July 20, 2002

18
19 **MARTIN DENKIN, COMMISSIONER**
20 **STATE ATHLETIC COMMISSION**
21 **ARBITRATOR**

22 

23 EARL R. PLOWMAN
24 Deputy Attorney General

25 Attorney for Arbitrator
26
27
28