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8	BEFORE AN A	
9	STATE ATHLETIC DEPARTMENT OF CO	
10	STATE OF CA	ALIFORNIA
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12	In the Matter of the Arbitration of Contract Dispute Between:	DECISION OF THE ARBITRATOR
13	Dispute Detween.	
14	RONDA ROUSEY, Mixed Martial Artist,	
15	and	
16	FIGHT TRIBE MANAGEMENT, LLC dba FIGHT TRIBE MANAGEMENT, DARIN	
17	KENT HARVEY, Manager	
18	DECIS	SION
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20	On March 28, 2014, the above-captioned ma	atter came before the Executive Officer for the
21	California State Athletic Commission (hereinafter	"Commission"), Andrew Foster, duly
22	appointed by the Commission to arbitrate the disp	ute between Ronda Rousey, Mixed Martial
23	Artist (hereinafter "Rousey") and her manager, Da	arin Harvey, president of Fight Tribe
24	Management LLC dba Fight Tribe Management (l	hereinafter "Harvey"). This arbitration was
25	convened at 1:00 p.m. on March 28, 2014, at the C	Office of the Attorney General, 300 South
26	Spring Street, Conference Room 10N, pursuant to	written notice to all parties. (See Exhibit 1,
27	Notice of Arbitration) An official record of the ar	bitration proceedings was transcribed by
28	Merrill Corporation, Vickie Blair CSR No. 8940.	
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CSAC ARBITRATION DECISION

1	PARTIES
2	Rousey was represented by Steven Bash and Alexander Polyachenko, Esq. of the Law
3	Offices of Bash & Polyachenko, P.C Harvey was represented by Peter J. Kennedy and Harrison
4	J. Dossick Esq. of the Law Offices of Reed and Smith, LLP. ¹
5	LICENSE HISTORY OF FIGHTER AND MANAGER
6	Rousey is a Mixed Martial Artist duly licensed by the Commission. Harvey is a fight
7	manager duly licensed by the Commission. Accordingly, both parties fall under the jurisdiction
8	of the Commission. (See Exhibits 2 & 3, CSAC license certifications for Rousey and Harvey)
9	JURISDICTION OF THE COMMISSION
10	Professional Boxing is regulated in California by Business and Professions Code section
11	18600 et seq., known as the Boxing Act, and California Code of Regulations, title 4, section 220
12	et seq., which are the regulations that supplement the statutory framework.
13	Business and Professions Code section 18628 defines a manager as follows
14 15	(a) " 'Manager' " is defined in section 18628 and "means any person who does any of the following: (a) By contract, agreement, or other arrangement with any
13 16 17	person, undertakes or has undertaken to represent in any way the interest of any professional boxer, or martial arts fighter in procuring, or with respect to the arrangement or conduct of, any professional contest in which boxer or fighter is to participate as a contestant; (b) Directs or controls the professional boxing or martial arts activities of any professional boxer or martial arts fighter,"
18	Business and Professions Code section 18761, states:
19 20	Rules and regulations of the commission relating to professional boxing shall apply to kickboxing and martial arts, except where specifically excluded by the commission's regulations.
21	Business and Professions Code section 18763, states,
22	The commission shall by rule and regulation, regulate kickboxing and martial
23	arts in accordance with Section 18640.
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27 28	¹ Also present at the arbitration were Ronda Rousey, Darin Harvey, Robert Minlar, Caroline Rath, Nathan Gable, John Frierson, Edmond Tarverdyan, Jeffrey Spitz, Sam Spira, Geneva Wasserman, and Roderick Lundblom.
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1	Business and Professions Code section 18640, states:
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3	The commission has the sole direction, management, control of, and jurisdiction over all professional and amateur boxing, professional and amateur
4	kickboxing, all forms and combinations of forms of full contact martial arts contests, including mixed martial arts, and matches or exhibitions conducted, held, or given
5	within this state. No event shall take place without the prior approval of the commission. No person shall engage in the promotion of, or participate in, a boxing
6	or martial arts contest, match, or exhibition without a license, and except in accordance with this chapter and the rules adopted hereunder.
7	Therefore, the Commission has the sole direction, management, control of, and jurisdiction
8	over both Rousey and Harvey as it relates to full contact mixed martial arts (MMA) contests.
9	FORM OF FIGHTING CONTRACTS
10	California Code of Regulations, Title 4, (CCR) Rule 220, entitled, Form of Contract, states:
11	Contracts between boxers and managers and between boxers or managers and licensed aluba shall be executed on minted forms approved by the commission. The
12	licensed clubs shall be executed on printed forms approved by the commission. The commission may recognize or enforce a contract not on its printed form if entered into in another jurisdiction. No other contract or agreement may be recognized or
13	into in another jurisdiction. No other contract or agreement may be recognized or enforced by the commission.
14	CCR, Title 4, Rule 222, entitled, Execution of Contract requires:
15	Unless otherwise directed by the commission, a contract between a boxer and a manager or a boxer and a promoter is not valid unless both parties appear at the same
16	time before the commission or a commission representative and it receives written approval. No contract shall be approved between a manager and a boxer or a
17	promoter and a boxer for a period exceeding five years. No option to extend the initial period shall be permitted.
18	mitial period shan be permitted.
19	FACTUAL FINDINGS
20	1. Ronda Jean Rousey is an American mixed martial artist and actress. Rousey
21	became the first American woman to earn an Olympic medal in Judo at the Summer Olympics in
22	Beijing in women's judo since its inception as an Olympic sport in 1992. At 17, Rousey qualified
23	for the 2004 Olympic Games in Athens, becoming the youngest judoka in the Games. Also in
24	2004, Rousey won a gold medal at the 2004 World Junior Judo Championships in Budapest,
25	Hungary.
26	2. In April 2006, she became the first female U.S. judoka in nearly 10 years to win an
27	A-Level tournament as she went 5-0 to claim the gold medal at the Birmingham World Cup in
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1	CSAC ARBITRATION DECISION

Great Britain. Later that year, the 19-year-old won the bronze medal at the Junior World Championships, becoming the first U.S. athlete ever to win two Junior World medals.

3. Rousey won the silver medal at the 2007 World Judo Championships in the middleweight division and the gold medal at the 2007 Pan American Games.

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5 4. Rousey made her mixed martial arts debut as an amateur on August 6, 2010. She 6 defeated Hayden Munoz by submission due to an armbar in 23 seconds. She is the first and 7 current Ultimate Fighting Championship (UFC) Women's Bantamweight Champion, as well as 8 the last Strikeforce Women's Bantamweight Champion. She is undefeated, having won eight of 9 her nine fights by armbar. Rousey is the consensus #1 pound-for-pound female MMA fighter in 10 the world, according to MMARising and MMAWeekly. She is ranked #1 at 135 pounds 11 according to the Unified Women's MMA Rankings. As of March 10, 2014, she is the #10 pound-12 for-pound fighter in the UFC. (See Exhibit 2, Rousey Website)

5. Darin Harvey is the President of Fight Tribe Management, LLC. He entered
mixed martial arts management after a successful career in commercial real estate development.
He is however no newcomer to the sport of mixed martial arts holding a brown belt in Brazilian
Jiu-Jitsu under Marcus Vinicius, a black belt in Tae Kwon Do under Kick Boxer Josh Brenner
and having been trained in boxing and Muay Thai under Rob Kaman and Peter Cunningham. Mr.
Harvey has managed the likes of former UFC heavyweight champion Bas Rutten, and currently
manages UFC fighters. (See Exhibit 3, Harvey Website)

6. Rousey testified that she first met Harvey in the spring of 2010, while she was still an
amateur mixed martial artist (MMA). She contacted Harvey and asked him if he could find her
fights and manage her fighting career. Harvey accepted Rousey's offer to be her manager and he
began arranging fights for her. In August of 2010, acting in the capacity of a manager, Harvey
arranged Rousey's first amateur fight. During the 2010 timeframe, Darin managed other
professional fighters, including Rousey's UFC teammates, Karen Darabedyan and Jeri
Picausway.

27 7. From the beginning of their management relationship, Rousey testified that Harvey28 arranged and paid for her MMA training, including training with her strength and conditioning

coach, Leo Frincu. Harvey arranged and paid for Rousey's medical exams and paid for her
 expenses related to her MMA activities. Harvey arranged, promoted and managed Rousey's first
 three amateur fights, which Rousey won quickly and decisively in the first rounds.

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8. Harvey testified that he is the principle of Fight Tribe Management, LLC and that as a fight manager, he tries to provide everything for his fighters, so they don't have to worry about anything but fighting. He provides and pays for public relations, legal services, photo shoots, and he pays for all fighting and living expenses.

8 9. On March 27, 2011, Rousey turned professional; her first professional MMA fight 9 resulted in a twenty five second win over her opponent by an arm bar submission. On June 17, 10 2011, Rousey won her second professional MMA fight by arm bar submission in forty nine 11 seconds. Rousey's third fight was promoted by Strike Force, which was later merged into the 12 UFC. Harvey paid for an attorney to represent Rousey in their negotiations with the UFC to 13 finalize their contract. Harvey, on behalf of Rousey communicated and negotiated the UFC 14 contract with the promoter's match maker, Sean Shelby. Harvey negotiated sponsorships for 15 Rousey, paid for Rousey's temporary housing, paid for her medical bills, paid for her training 16 expenses and for her sparring partners. At this time, it is undisputed that Rousey and Harvey were 17 on the verge of something big and they enjoyed a successful fighter-manager arrangement.

18 10. On May 15, 2012, Rousey and Harvey entered into a contract, which was identified
19 as a "Service Agreement", and received into evidence by stipulation of the parties as Exhibit 6-G.
20 The service agreement was dated May 15, 2012, but it took several months to draft and finalize, it
21 was ultimately signed by Rousey and Harvey on January 29, 2013.

11. It is undisputed that the service agreement was not drafted on the commission's
preapproved two page form, that neither party appeared before the commission to have it
reviewed, that the commission did not approve the agreement in writing, and that no copy of the
agreement was filed with the commission.

12. Harvey testified that the service agreement is not a fighter-manger contract, but it is a
talent agreement that provides that Harvey gets 10% of all of Rousey's professional
compensation, including compensation from her professional fights. According to Harvey, the

1 service agreement was originally drafted to include modeling, acting and other commercial 2 activities. In exchange for 10% of all of Rousey's earnings, Harvey provided services related to 3 both Rousey's fighting activities and her commercial business activities. Harvey asserts that since the service agreement does not demand more than 10% of Rousey's fight earnings, he is not 4 5 technically Rousey's manager, and hence the service agreement did not have to be filed with, nor 6 approved by the commission. Further, once Rousey signed a contract with the UFC, Harvey no 7 longer procured, arranged, controlled, or directed her fights, and as such he no longer acted as her 8 fight-manager.

9 According to Rousey, it was her understanding that Harvey was still her manager 13. 10 even after she signed the UFC contract. Rousey testified that after the UFC contract, Harvey 11 continued to act as her manager because he spoke to match makers and promoters, he spoke with 12 Rousey in deciding future opponents, he arranged for and paid for her training camps, he paid for 13 her strength and conditioning coach, he paid for her sparring partners, he paid for her living 14 expenses, he spoke to the media on her behalf, and he represented her and promoted her image by 15 negotiating and acquiring hundreds of thousands of dollars in sponsorships and declining some 16 sponsorships that did not compliment Rousey's brand. Rousey testified that Harvey continued to 17 direct and advance her fighting career even after the UFC contract, she testified that Harvey was 18 her manager.

19 According to Harvey Exhibit 6-C, entitled Income & Expenses related to Ronda 14. 20 Rousey, from January 1, 2010 to January 31, 2014, Harvey collected income from fights of 21 \$25,608, income from Pay Per View fights of \$23,180, and income for sponsorships of \$20,830. 22 Harvey also paid \$170,376 in expenses related to Rousey's fighting career, which resulted in a net 23 loss to Harvey, of about \$85,818. A considerable amount of Rousey's expenses were paid for by 24 Harvey both before and after the UFC contract. The last payment by Harvey on behalf of Rousey 25 was January 21, 2014. Clearly, Harvey was paying for expenses and was receiving compensation 26 from Rousey from January 1, 2010 through January 31, 2014.

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1	PURPOSE OF CALIFORNIA STATE ATHLETIC COMMISSION
2	15. The California State Athletic Commission's Mission Statement is to protect the
3	public. Indeed, California Business and Professions Code section 18602, states:
4	Protection of the public shall be the highest priority for the State Athletic
5	Commission in exercising its licensing, regulatory, and disciplinary functions. Whenever the protection of the public is inconsistent with other interests sought to be
6	promoted, the protection of the public shall be paramount.
7	STANDARD OF PROOF
8	16. The requisite standard of proof for arbitration is set forth in CCR 227(f), which
9	provides, in pertinent part, that the party requesting arbitration has the burden of proof as follows:
10	(a) A person who seeks arbitration of a contract dispute pursuant to Rule 221
11	shall send a written request for arbitration to the commission's headquarters and to the Office of the Attorney General at the address designated on the form. The request shall be on a form prescribed by the commission and shall contain all of the following
12	shall be on a form prescribed by the commission and shall contain all of the following information:
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14	(f) The party requesting arbitration bears the burden of proving his or her case by a preponderance of the evidence
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16	REPRESENTATION AGREEMENT, DATED MAY 15, 2012
17	17. The Commission received a copy of the "Representation Agreement", which was
18	marked as Exhibit 6-G, and received without objection into evidence by the Arbitrator. The
19	agreement is dated May 15, 2012, with a three year expiration date of May 15, 2015. Both parties
20	agreed that they could exercise two consecutive mutual options to extend the term for one year
21	periods following its expiration.
22	18. The Arbitrator notes that the contract includes more than just the management and
23	control of Rousey's professional fighting career. The Commission holds that its jurisdiction is
24	limited to professional fighting, kick boxing and martial arts, and makes no determination as to
25	any other issues related to modeling, acting or commercial endorsements that might be at issue
26	between the parties in the "Representation Agreement". The Commission defers all non-
27	professional fighting issues to the Superior Court of California pursuant to paragraph 11, entitled
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"Arbitration", and paragraph 15(I), entitled "Governing Law", which together provide that the
 parties agree to arbitrate their disputes in Superior Court and be bound by the substantive laws of
 the State of California.

19. Nevertheless, the "Representation Agreement" is represented as a fighter-manager
contract between a Commission licensed mixed martial artist and a Commission licensed
manager. As such, it must comply with all the rules and regulations designed to protect and
regulate professional mixed martial arts.

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REMEDIES/EVALUATION/CONCLUSION

1. CCR 220, entitled "Form of Contract", mandates that contracts between fighters and
 managers shall be executed on printed forms approved by the commission. The commission may
 recognize or enforce a contract not on its printed form if entered into in another jurisdiction. No
 other contract or agreement may be recognized or enforced by the commission.

14 2. In this instance, the subject "Representation Agreement" is not on a pre-printed form 15 approved by the commission. There were no other contracts introduced at the arbitration. The controlling contract was the subject "Representation Agreement", which was entered into in 16 17 California and specifically binds the parties to be governed by California law. (See paragraph 18 15(I).). Therefore, in order for the fighter-manager agreement to be valid, it must comply with 19 California law, including Commission rules and regulations. The subject "Representation 20 Agreement" does not conform to the statutorily required form of contract and violates CCR, Rule 21 220.

3. Further, CCR, Rule 222, entitled, "Execution of Contract", states that a fightermanager contract is not valid unless both parties appear at the same time before the Commission,
and the contract receives the Commission's written approval. In this instance, neither the fighter
nor the manager appeared at the same time before the Commission and neither was the contract
approved by the Commission. Therefore the subject agreement violates Rule 222.

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CSAC ARBITRATION DECISION

HARVEY'S DEFENSES TO THE FIGHTER MANAGER CONTRACT

2 4. Harvey asserts that since the contract was drafted as a talent contract and not a fighter 3 manager contract, he did not meet the definition of a manager as set forth in Business & 4 Professions Code section 18628. Specifically, the contract did not call for more than a 10% 5 commission, and the contract related mostly to commercial activities and only incidentally to 6 fighting activities. Further, Harvey asserts that following Rousey's entering into a contract with 7 the UFC, Harvey no longer procured, arranged or directed Rousey's fights, as these duties were 8 taken over by the UFC. Hence, Harvey no longer acted as Rousey's manager after the UFC 9 contract.

10 5. From the beginning of their relationship, the arbitrator finds that Harvey by his own 11 admissions and actions undertook by agreement to represent the interests of Rousey in advancing 12 and promoting her MMA fighting career. Further, Harvey was involved in Rousey's training and 13 development, which he paid for. He directed or controlled Rousey's MMA activities in one way 14 or another. This is true even after Rousey signed her UFC contract. Following the UFC contract, 15 Harvey's manager responsibilities for procuring and arranging fights were eliminated, however, 16 he continued managing Rousey by being intimately involved in her MMA activities by promoting 17 her fighting career and by acquiring hundreds of thousands of dollars in paid sponsorships for her, 18 which were generated from Rousey's fighting success. The arbitrator finds that Harvey was 19 Rousey's manager.

6. The "Representation Agreement" violates both Rules 220 and 222, the agreement
 likewise violates the regulatory scheme whose primary goal is to safeguard persons engaged in
 mixed martial arts. The arbitrator finds the Rousey has met her burden of proof by a
 preponderance of the evidence and that the subject "Representation Agreement" may not be
 recognized or enforced by the commission as a fighter-manager contract.

7. As such, Rousey is released from the "Representation Agreement" dated May 15,
2012, and Rousey is free to enter into a new fighter-manager contract, provided however, that any
future contracts comply with the regulatory scheme designed to safeguard persons engaged in
mixed martial arts.

Quantum Meruit Argument:
8. Harvey argues that he is entitled to the fair market value of his professional
management services rendered on behalf of Rousey from May 1, 2012, to the present. However,
such a finding would be inconsistent with the provisions of California law requiring proper
written fighter-manager contracts, which are approved by the commission. If Harvey, or other
managers, were allowed to recover by means of quantum meruit, it would undermine the statutory
purposes of the Boxing Act. "Generally a contract made in violation of a regulatory statute is
void." The regulations governing boxing contracts, 4 Cal.Admin. §§ 256–59, 288, have a similar
purpose which is, in the words of the district court, 'to safeguard boxers against the temptation to
mortgage their futures.' (Foreman v. George Foreman Associates, Ltd. (9th Cir.1975) 517 F.2d
354, 356–357.) Further, "Knowing they will receive no help from the courts in recovering for
their illegal activities, managers are less likely to enter into illegal arrangements." (Yoo v. Robi,
supra, 126 Cal.App.4th at p. 1104 [talent agents]; see also Waisbren v. Peppercorn Productions,
Inc. (1995) 41 Cal.App.4th 246, 262, 48 Cal.Rptr.2d 437 [same].)

9. For this reason, the Arbitrator finds that all managers, including Harvey, must comply
with the regulatory scheme, which requires the proper form, the proper execution, and approval of
fighter manager contracts. Harvey violated the statutory scheme designed for the protection of
athletes, like Rousey, and therefore, Harvey will receive no help from this commission in
enforcing this illegal fighter-manager contract.

20 10. The Boxing Act is a regulatory statute, and recovery on a quantum meruit theory in 21 the absence of compliance with the act would be inconsistent with its regulatory purpose. "For 22 many years, boxing was plagued by revelations of sordid abuses. Managers were accused of 23 living off the earnings of impoverished fighters who received virtually nothing in return, having 24 bartered away the right to their future earnings in exchange for the most meager present returns; 25 close underworld connections often resulted in defrauding the public through the 'fixing' of 26 fights." See, e.g., Report of the Governor's Committee on the Study of Boxing and Wrestling in 27 California (1956); 6 Op.Atty.Gen. 122 (1945). These abuses ultimately prompted the extensive 28 statutory and regulatory framework administered by the State Athletic Commission, a framework

1	which has been described by the California Supreme Court as evincing 'an unusually strong								
2	policy' of public regulation, one of whose primary goals is 'to provide safeguards for the								
3	protection of persons engaging in the activity. Hudson v. Craft, [supra,] 33 Cal.2d [at pp.] 657-								
4	[659, 33 Cal.2d 654]." (George Foreman Associates, Ltd. v. Foreman (N.D.Cal.1974) 389								
5	F.Supp. 1308, 1314 (Foreman I), affd. 517 F.2d 354, 356–357.) Supra at p. 1330.								
6	11. The California State Athletic Commission is committed to the strong policy of public								
7	regulation, its primary goal is to provide safeguards for the protection of mixed martial artists,								
8	like Rousey.								
9	12. Managers are responsible for contracting on California State Athletic Commission								
10	pre-approved form contracts, and are responsible for ensuring that they appear with their fighters								
11	before the Commission and that they obtain the Commission's written approval for all fighting								
12	contracts. Absent compliance with the rules and regulations, the contracts are illegal and are								
13	unenforceable by the Commission.								
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Image: system ORDER 1 Rousey's petition for invalidation of the subject "Representation Agreement" dated May 15, 2012, between Rousey, a professional Mixed Martial Artist, and her manager, FTM- Darin Harvey is granted. The agreement is hereby found to be invalid and unenforceable as it relates to Rousey's professional fighting services and Harvey's professional fighting management services, only; the Commission makes no findings as to the other parts of the agreement that are not directly relating to MMA fighting and defers these matters to the California Superior Court; 2 Rousey and Harvey are released from their fighter-manager agreement dated May 15, 2012; and; 3. 10 3. The California State Athletic Commission orders any and all purses, which may have 11 been partly or wholly withheld be released to Rousey. 12 13 14 THIS DECISION SHALL BECOME EFFECTIVE ON APRIL 3_, 2014 16 17 17 DATED: April 3_, 2014 18 DATED: April 3_, 2014 19 ANDREW FOSTER, EXECUTIVE OFFICER, CALIFORNIA STATE ATHLETIC COMMISSION, ARBITRATOR 21 ANDREW FOSTER, EXECUTIVE OFFICER, CALIFORNIA STATE ATHLETIC COMMISSION, ARBITRATOR 23 SUD14706894 24 JML:mgs		
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4 Darin Harvey is granted. The agreement is hereby found to be invalid and unenforceable as it 5 relates to Rousey's professional fighting services and Harvey's professional fighting management 6 services, only; the Commission makes no findings as to the other parts of the agreement that are 7 not directly relating to MMA fighting and defers these matters to the California Superior Court; 8 2. Rousey and Harvey are released from their fighter-manager agreement dated May 15, 9 2012; and ; 3. 10 3. The California State Athletic Commission orders any and all purses, which may have 11 been partly or wholly withheld be released to Rousey. 12 13 14 THIS DECISION SHALL BECOME EFFECTIVE ON APRIL 3_, 2014 16 . 17 DATED: April 3_, 2014 18 DATED: April 3_, 2014 20 . 21 . 22 . 23 . 24 . 25 JML:mgs SD014706894	2	1. Rousey's petition for invalidation of the subject "Representation Agreement" dated
 relates to Rousey's professional fighting services and Harvey's professional fighting management services, only; the Commission makes no findings as to the other parts of the agreement that are not directly relating to MMA fighting and defers these matters to the California Superior Court; Rousey and Harvey are released from their fighter-manager agreement dated May 15, 2012; and ; The California State Athletic Commission orders any and all purses, which may have been partly or wholly withheld be released to Rousey. THIS DECISION SHALL BECOME EFFECTIVE ON APRIL 3, 2014 DATED: April 3, 2014 DATED: April 3, 2014 ANDREW FOSTER, EXECUTIVE OFFICER, CALIFORNIA STATE ATHLETIC COMMISSION, ARBITRATOR JML:mgs SD2014706894 	3	May 15, 2012, between Rousey, a professional Mixed Martial Artist, and her manager, FTM-
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12 CSAC ARBITRATION DECISION		

DECLARATION OF SERVICE BY FACSIMILE AND MAIL

Case Name: In the Matter of the Arbitration of Contract Dispute Between Ronda Rousey, Mixed Martial Artist and Fight Tribe Management, LLC, dba Fight Tribe Management, Darin Kent Harvey Manager

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. My facsimile machine telephone number is (619) 645-2061.

On April 3, 2014, at ARBITRATOR by transmitting a true copy by facsimile machine, pursuant to California Rules of Court, rule 2.306. The facsimile machine I used complied with Rule 2.306, and no error was reported by the machine. Pursuant to rule 2.306(h)(4), I caused the machine to print a record of the transmission, a copy of which is attached to this declaration. In addition, I placed a true copy thereof enclosed in a sealed envelope in the internal mail system of the Office of the Attorney General at 110 West A Street, Suite 1100, P.O. Box 85266, San Diego, CA 92186-5266, addressed as follows:

Alexander M. Polyachenko, Esq. Bash & Polyachenko, P.C. 7231 Santa Monica Boulevard, 2nd Floor Los Angeles, CA 90046 Fax #: (323) 850-0407 *Attorney for Ronda Rousey* Peter J. Kennedy, Esq. Reed Smith LLP 355 South Grand Avenue, Suite 2900 Los Angeles, CA 90071 Fax #: (213) 457-8080 Attorney for Fight Tribe Management, LLC, Darin Harvey. President

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 <u>April 3, 2014</u>, at San Diego, California.

Maria G. Stawarz Declarant

Maria D. Atura Signature

cc: Andrew Foster, Executive Officer, California State Athletic Commission SD2014706894 70851270.doc

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	NAME:	Peter J. Kennedy,	Esq.						
	OFFICE:	Reed Smith LLP							
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OFFICE:	Bash & Polyachenko, I	P.C.		
LOCATION:	Los Angeles			
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FROM:

NAME:	James M. Ledakis	, Supervising Dep	uty Attorney General				
OFFICE:	Licensing Section						
LOCATION:	San Diego						
FAX NO.:	(619) 645-2061	PHONE NO.:	(619) 645-2105				

MESSAGE/INSTRUCTIONS

Re: In the Matter of the Arbitration of Contract Dispute Between Ronda Rousey, Mixed Martial Artist and Fight Tribe Management, Darin Kent Harvey Manager

DECISION OF THE ARBITRATOR

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NAME:	Peter J. Kennedy, Esq.			
OFFICE:	Reed Smith LLP			
LOCATION:	Los Angeles			
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FROM:

NAME:	James M. Ledakis, Supervising Deputy Attorney General						
OFFICE:	Licensing Section						
LOCATION:	San Diego						
FAX NO.:	(619) 645-2061	PHONE NO.:	(619) 645-2105				

MESSAGE/INSTRUCTIONS

Re: In the Matter of the Arbitration of Contract Dispute Between Ronda Rousey, Mixed Martial Artist and Fight Tribe Management, Darin Kent Harvey Manager

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