



WORLD BOXING ASSOCIATION

GILBERTO JESUS MENDOZA
President

Resolution No. 2020032617
WBA Championships Committee
Heavyweight Division
March 26, 2020

I. BACKGROUND

On March 02, 2020 DKP won the Purse Bid held in Panama City for the WBA Heavyweight World Championship between champion Mahmoud Charr vs. Trevor Bryan.

The World Championships Committee received the contracts for the fight duly signed by both boxers of the disputed title, before March 22, 2020. Mr. Charr signed on March 19, 2020 and Mr. Bryan on March 13, 2020, thus complying with the WBA's Purse Bid rules.

Both contracts comply with all the requirements of the WBA and the World Championships Committee, which are known to all parties involved in the Purse bid procedure, and are deemed to be reproduced in full, in accordance with Rule C.14, regarding familiarity with the Association's rules and regulations.

The interested parties have raised some facts for the consideration of the World Championships Committee, namely, Analysis of the contracts received in our offices, with special reference to the model contract used by DKP; complaints were made on appeal and an extension of this appeal, with the purpose of modifying the percentages agreed upon in the celebration of the Purse Bid, of 75% / 25% and establishing a percentage of 55% - 45%, pointing out that the model contract of DKP violates the Muhammad Ali Act, among other allegations linked to the celebration of the aforementioned fight, as well as the successful bidder of the purse bid.

With regard to the previous statements, this World Championships Committee, once again, respectfully and without being bound to make a pronouncement, given that this internal mediation body to try to resolve a conflict of interest, does not constitute a court of law where the parties should, if they consider it appropriate, go to resolve it. This World Championships Committee has considered the bidding procedure to be a voluntary mediation tool, which is not subject to appeal, since if it were allowed, it would lose its object, motive and scope, ultimately changing the very nature of its creation.

Having said this, the WBA and the World Championships Committee have never had any involvement or participation in the contracts signed by the interested parties to carry out a World Championship fight, it being enough that they comply with every requirement set out

in the procedure referred to in Article D.6 of the Purse Bid regulations, namely: signature of the contracts by the interested parties, date of compliance, sanction fee payment, air tickets payment, place of the fight and compliance with the deadlines; any other clause outside these requirements is invalid and ineffective for the WBA, and the obligations of the interested parties and the requirements of the World Championships Committee are essentially limited to this.

Having said this, it is the responsibility of the World Championships Committee and the president to resolve each requirement of the Purse Bid and its compliance, in the absence or lack of an agreement of any of them, without the need to pronounce on other allegations, as provided for in Article D.6 of the Purse Bid Rules. (...) **"If the parties do not reach an agreement on the remaining terms of the fight contract, those terms shall be prescribed by the President"**.

II. ANALYSIS

1. Pursuant rule C.13. **Bout Limitations.** Before the date by which he must commit to a mandatory defense of his title against a Mandatory Contender or the next Leading Available Contender designated by the Committee, a World Champion may defend his title against any opponent rated by the Association in his category. Within sixty (60) days of the expiration of the mandatory defense period, a World Champion may not fight a boxer who is not the Mandatory Contender, or the next highest ranked boxer (if there is no Mandatory Contender), nor may a designated contender fight during the same period for anything other than the championship. During the pendency of a required contract negotiation or purse bid period for a championship or eliminator fight, no champion, official contender, or boxer directly affected by the period can sign an agreement for, or participate in, a bout different than the one that is the subject of the negotiation or bid period.
2. Pursuant rule a C.10.: **Non-Sanctioned Bout.** An Association Champion or officially recognized contender who participates in a fight without approval or sanction from the Championships Committee, may have his title or recognized status removed.
3. Pursuant rule C.46. **Special Permits.** Strict application of these rules may be suspended or modified when the Association deems them justified in its sole discretion to accommodate special circumstances, to unify championships or to establish a Super Championship. In such cases, the

Association will consider a request for Special Permit (or Exception) for any reasons including, but not limited to, the following:

46.a. To engage in an optional title defense otherwise barred by a mandatory defense requirement, or to fight someone not the mandatory or leading available contender.

C.46-e. To engage in a bout of recognized importance and significance for the boxing world.

C.46-g. To extend or otherwise modify a mandatory defense period.

4. Pursuant rule C.22: **Champion in Recess and Interim Title**. When a World Champion is unable to defend his title within the prescribed time periods for justifiable medical, legal, or other reasons reasonably beyond his control, the inactive champion may be named a Champion in Recess and the Committee may select official contenders who will fight for an Interim Title under Rules C.22-24. The medical reasons must be documented to the satisfaction of the Medical Committee Chairman, who also may require separate medical examinations. Legal reasons must be documented to the satisfaction of the Legal Director and Championships Committee. In general, the status of “Champion in Recess” may not be for a period longer than the applicable defense period.
5. Pursuant rule C.24. **Sole Championship**. If the Champion in Recess or Interim Champion is unwilling to participate in a contest to determine a sole champion in the division, he will lose his portion of the title, with the willing champion becoming the recognized Champion of the division. If both the Champion in Recess and the Interim Champion refuse to participate in a required fight, both shall lose their titles.
6. Pursuant rule C.14. **Rules Familiarity**. Each boxer, promoter, manager, and boxer’s agent is under the obligation to know and be familiar with all Association rules, including, but not limited to, those regarding time periods concerning obligations to defend, compete for a title, and for Special Permits. If a champion fails to comply with any rule of the Association, the Chairman of the Committee may declare his title vacant. Likewise, failure by an official contender to comply with any of these rules can result in removal by the Chairman of recognition as official contender.
- 7.- All Purse Bid notifications are made pursuant to Chapter D of the WBA rules.

III. DECISION

The World Championships Committee jointly resolves:

1. To dismiss the appeal and its extension because there is no such appeal in the Purse Bid rules and regulations, and because it's nature unrelated to the bidding procedure, as it has been explained
- 2.- To declare that the Purse Bid rules, for all purposes, have been complied with, regardless of the formats of the contracts that have been used.
- 3.- Maintain the Purse distribution established in the Bidding held in Panama City, Republic of Panama, on March 2, 2020.

Date: March 26, 2020

A handwritten signature in black ink, appearing to read 'Carlos Chavez', with a stylized flourish at the end.

*Carlos Chavez
Championship Committee
Chairman*