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21 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA
22 **SAN JOSE DIVISION**

23 **Cung Le, Nathan Quarry, Jon Fitch, on behalf of**
themselves and all others similarly situated,

24 **Plaintiffs,**

25 **v.**

26 **Zuffa, LLC, d/b/a Ultimate Fighting**
27 **Championship and UFC,**

28 **Defendant.**

Case No.

ANTITRUST CLASS ACTION
COMPLAINT

DEMAND FOR JURY TRIAL

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1 Cung Le, Nathan Quarry, and Jon Fitch (“Plaintiffs”) file this action on behalf of themselves
2 and as a class action on behalf of all others similarly situated, pursuant to Rule 23 of the Federal Rules of
3 Civil Procedure, against Defendant Zuffa, LLC (“Zuffa”), operating under the trademark Ultimate
4 Fighting Championship® or UFC® (“UFC” or “Defendant”). Plaintiffs seek treble damages and
5 injunctive relief for Defendant’s violations of Section 2 of the Sherman Act, 15 U.S.C. § 2. Plaintiffs
6 complain and allege as follows based on: (a) their personal knowledge; (b) the investigation of Plaintiffs’
7 counsel; and (c) information and belief:

8 **I. NATURE OF ACTION AND SUMMARY**

9 1. This is a civil antitrust action under Section 2 of the Sherman Act, 15 U.S.C. § 2, for
10 treble damages and other relief arising out of Defendant’s overarching anticompetitive scheme to
11 maintain and enhance its (a) monopoly power in the market for promotion of live Elite Professional
12 mixed martial arts (“MMA”) bouts,¹ and (b) monopsony power in the market for live Elite Professional
13 MMA Fighter services. The relevant geographic market for both the Relevant Input Market and
14 Relevant Output Market is limited to the United States and, in the alternative, North America.
15 Regardless of whether the relevant geographic market includes the U.S., North America, or indeed the
16 entire world, the UFC has monopoly and monopsony power, which it gained, enhanced, and maintained
17 through the anticompetitive scheme alleged herein. As alleged below, the UFC has engaged in an illegal
18 scheme to eliminate competition from would-be rival MMA Promoters by systematically preventing
19 them from gaining access to resources critical to successful MMA Promotions, including by imposing
20 extreme restrictions on UFC Fighters’ ability to fight for would-be rivals during and after their tenure
21 with the UFC. As part of the scheme, the UFC not only controls Fighters’ careers, but also takes and
22 expropriates the rights to their names and likenesses in perpetuity. As a result of this scheme, UFC
23 Fighters are paid a fraction of what they would earn in a competitive marketplace.

24 2. Plaintiffs Cung Le and Jon Fitch (the “Bout Class Plaintiffs”) are both Elite Professional
25 MMA Fighters who have each fought in a bout promoted by the UFC during the Class Period (defined
26
27

28 ¹ A “bout,” as used in this Complaint, is a professional live MMA contest between two Mixed Martial Artists promoted by an MMA Promoter.

1 below). The Bout Class Plaintiffs bring this action on behalf of themselves and a proposed class of
2 similarly situated UFC Fighters (the “Bout Class,” defined in more detail below).

3 3. Plaintiffs Cung Le, Nathan Quarry and Jon Fitch (the “Identity Class Plaintiffs”) bring
4 this action on behalf of themselves and a proposed class composed of all other similarly situated UFC
5 Fighters whose identities were exploited or expropriated for use by the UFC, including in UFC
6 Licensed Merchandise and/or UFC Promotional Materials (the “Identity Class,” defined in more detail
7 below).

8 4. Through a series of anticompetitive, illicit, and exclusionary acts, the UFC has illegally
9 acquired, enhanced, and maintained dominant positions in the markets for (a) promoting live Elite
10 Professional MMA bouts (the “Relevant Output Market”), and (b) the market for live Elite Professional
11 MMA Fighter services (the “Relevant Input Market”). The Relevant Output Market and Relevant
12 Input Market are referred to collectively herein as the “Relevant Markets.”

13 5. Defendant’s conduct, as alleged herein, has foreclosed competition and thereby
14 enhanced and maintained the UFC’s monopoly power in the Relevant Output Market and monopsony
15 power in the Relevant Input Market. By dominating the market for promoting live Elite Professional
16 MMA bouts, Defendant makes the UFC the “only game in town” for Elite Professional MMA Fighters
17 who want to earn a living in their chosen profession at the highest level of the sport of MMA. By
18 dominating the market for live Elite Professional MMA Fighter services through the scheme alleged
19 herein (including through long-term exclusive agreements with MMA Fighters and other exclusionary
20 and anticompetitive acts), the UFC controls the talents of Elite Professional MMA Fighters, who are
21 popular with national audiences. Because an MMA Promoter can attract a significant live or Pay-Per-
22 View audience based on the public notoriety of the Elite Professional MMA Fighters scheduled to
23 appear, would-be rival MMA Promoters require access to them in order to become significant players in
24 the market for promoting live Elite Professional MMA bouts.

25 6. The UFC has used the ill-gotten monopoly and monopsony power it has obtained and
26 maintained through the scheme alleged herein to suppress compensation for UFC Fighters in the Bout
27 Class artificially and to expropriate UFC Fighters’ identities and likenesses inappropriately.
28

1 7. The UFC, which (through the conduct alleged herein) now controls approximately 90%
2 of the revenues derived from live Elite Professional MMA bouts (regardless of whether the geographic
3 market is the U.S., North America, or the entire world), promotes and distributes professional live
4 MMA bouts through various venues, in the U.S. and internationally, including physical venues such as
5 the SAP Center and the HP Arena in San Jose, California, the Sleep Train Arena in Sacramento,
6 California, the Key Arena in Seattle, Washington, the Honda Center in Anaheim, California, the United
7 Center in Chicago, Illinois, the Prudential Center in Newark, New Jersey, the Amway Center in
8 Orlando, Florida, the Mandalay Bay Events Center in Las Vegas, Nevada, the Philips Arena in Atlanta,
9 Georgia, the Wells Fargo Center in Philadelphia, Pennsylvania, the Target Center in Minneapolis,
10 Minnesota, the Patriot Center in Fairfax, Virginia, the TD Garden in Boston, Massachusetts, and
11 through network television venues and Pay-Per-View events broadcast in the U.S. and North America.
12 As part of the anticompetitive scheme alleged herein, the UFC has acquired, driven out of business,
13 foreclosed the entry of, and/or substantially impaired the competitiveness of multiple actual and
14 potential MMA Promotion rivals. As a result, the only remaining promoters of MMA bouts are either
15 fringe competitors—which, as a general matter, do not and cannot successfully compete directly with
16 the UFC—or entities that have essentially been conscripted by the UFC, through the scheme alleged
17 herein, into acting as the UFC’s “minor leagues,” developing talent for the UFC but not competing
18 directly with it. From October 1, 2012 to September 30, 2013, Zuffa’s annual revenues were
19 approximately \$483 million, with approximately \$256 million generated by the promotion of live events,
20 and the remaining \$227 million generated by ancillary revenue streams which include, but are not
21 limited to, merchandising, licensing fees, sponsorships, advertising fees, video game fees, and digital
22 media revenue streams. Zuffa’s current revenues are estimated to exceed \$500 million annually.

23 8. In an April 2008, Forbes magazine article entitled “Ultimate Cash Machine,” Lorenzo
24 Fertitta was quoted as saying: “We are like football and the NFL. The sport of mixed martial arts is
25 known by one name: UFC.” By 2010, as a result of the anticompetitive conduct alleged herein,
26 defendant Zuffa’s President, Dana White, boasted that it had essentially eliminated all of its
27 competition. White publicly proclaimed that, within the sport of MMA: “There is no competition.
28 We’re the NFL. You don’t see people looking at the NFL and going, ‘Yeah, but he’s not the best player

1 in the world because there's a guy playing for the Canadian Football League or the Arena League over
2 here.' We're the NFL. *There is no other guy.*" However, unlike the NFL—which has multiple teams
3 vying for player services—within the UFC, there is no competition for Elite Professional MMA Fighter
4 services. Due to the scheme alleged herein, for Elite Professional MMA Fighters, it's the UFC or
5 nothing. To repeat Mr. White's boastful concession: "There is no other guy."

6 9. As set forth in more detail below, Defendant acquired and maintained monopoly power
7 in the Relevant Output Market through a series of exclusionary acts, including (a) direct acquisitions of
8 actual or potential rivals (who were forced to sell to the UFC because they found it impossible to
9 compete profitably due to the UFC's anticompetitive scheme), as well as (b) a multifaceted scheme to
10 impair and foreclose competition by leveraging the UFC's market dominance—including its tight-fisted
11 control over the supply of Elite Professional MMA Fighters—to block actual or potential rivals from
12 accessing inputs (such as, *e.g.*, Elite Professional MMA Fighters, the best venues, and valuable
13 sponsorships) necessary to compete successfully in the market for promoting live Elite Professional
14 MMA bouts. The UFC has locked up the supply of Elite Professional MMA Fighters through, first, a
15 series of acquisitions designed to remove competing rivals and would-be rivals and thereby
16 championship titles from the marketplace by acquiring the contracts of Elite Professional MMA
17 Fighters, shuttering the acquired promotions, and second, by, *inter alia*, forcing all UFC Fighters, if they
18 want to engage in professional MMA fights at the elite level, to enter into contracts that bar them from
19 working with would-be rival MMA Promotion companies all but indefinitely.

20 10. Not content to control virtually all of the Elite Professional MMA Fighter services
21 necessary for promoting a successful live MMA event, the UFC also forces major physical venues for
22 MMA bouts to supply their services to the UFC exclusively. Further, under the scheme described
23 herein, during the Class Period, the UFC has also required MMA sponsors to work exclusively with the
24 UFC and UFC Fighters. Indeed, throughout most of the Class Period, the UFC refused to contract with
25 any sponsor who agreed to work with an actual or potential rival MMA Promotion company or Fighter
26 under contract with another MMA Promoter, whether an actual or potential rival, and prohibited these
27 sponsors from appearing on UFC Fighters during UFC events. Through the scheme alleged herein, the
28 UFC locked up: (i) all or virtually all Elite Professional MMA Fighters with substantial national or

1 regional notoriety; (ii) the vast majority of major sponsors; and (iii) key physical and television venues.
2 Without access to, or the ability to compete for access to, the Elite Professional MMA Fighters, would-
3 be UFC rivals cannot hope to attract enough viewers (either live or via Internet, television or Pay-Per-
4 View broadcast) to make their promotions significantly profitable. Without access to key sponsors,
5 venues, or major television distribution outlets, would be rivals cannot put together sufficiently
6 attractive events either to attract Elite Professional MMA Fighters to work with them or to gain the kind
7 of audience that could challenge the UFC's dominance.

8 11. The UFC denied actual and potential rivals necessary inputs to run effective professional
9 MMA Promotion companies, raising their costs and making it impossible for them to compete
10 effectively. As a result of the UFC's exclusionary scheme, multiple actual or potential rivals were forced
11 to sell to the UFC or exit the market entirely.

12 12. The UFC has publicly touted its success in using the scheme alleged in this Complaint to
13 squash its competition. For example, in November 2008, following the UFC's acquisition of the assets
14 of MMA Promotion companies International Fight League ("IFL"), Elite Xtreme Combat
15 ("EliteXC"), and Affliction Entertainment ("Affliction"), UFC President Dana White uploaded a pre-
16 bout video blog to YouTube in which he held up the following mock tombstone prominently displaying
17 the letters "RIP" as well as the logos and "dates of death" of the those MMA Promoters—IFL,
18 EliteXC and Affliction. Each promotion had been put out of business by the UFC's anticompetitive
19 conduct.
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14 13. After reading off the names of the MMA Promotion companies that the UFC had
15 eliminated through the conduct alleged herein, White took credit for their demise, proclaiming, “I’m
16 the grim reaper, motherf***ers.”

17 14. Similarly, on October 12, 2012, White boastfully responded on Twitter to a fan of the
18 acquired and shuttered Pride Fighting Championships promotion by stating:



1 15. In a June 14, 2010 interview with a leading MMA website, *MMA Junkie*, White stated:

2 There was a time when it [competition in the MMA industry] was neck-
3 and-neck. That time is over. There were times when we were in dogfights,
4 but everybody needs to just concede and realize we're the [expletive]
5 NFL. Period. End of story.

6 16. While the UFC dominates the sport of MMA much like the NFL dominates the sport of
7 football, the UFC does not contain rival teams that vie to sign players based on their estimated value in a
8 competitive market nor is the UFC a "league" of any kind.

9 17. The UFC is an individual sport that issues championship titles to athletes competing in,
10 and winning, title bouts. The UFC follows no independent ranking criteria, nor does it establish any
11 objective criteria for obtaining a title bout. By following no objective criteria, the UFC is able to exert
12 considerable control over its roster of athletes who risk losing the opportunity to be afforded "title
13 bouts" or to earn a living as an MMA fighter. Further, the UFC shuts out rival promotion opportunities
14 for promoters and fighters by refusing to co-promote events with would-be rival MMA Promoters and
15 prohibiting its athletes from competing against any non-UFC MMA Fighters in live Elite Professional
16 MMA bouts. Such exclusivity, as part of the alleged scheme, bolsters the UFC's ability to maintain its
17 iron-fisted control of Elite Professional MMA Fighters. As a result of the UFC's scheme, in order to
18 generate any significant public notoriety and earn a living in their chosen profession, Elite Professional
19 MMA Fighters are foreclosed from the opportunity to self-promote and must sign exclusively with the
20 UFC and compete only against UFC athletes.

21 18. Having thoroughly dominated the Relevant Markets, in November 2013, the UFC
22 unveiled its plans for extending its dominance internationally from the U.S. and North American
23 markets when it posted to Twitter the following image of White, flanked by Zuffa co-owners Frank and
24 Lorenzo Fertitta, at a sports conference, in front of a screen stating, "World F**king Domination
25 Reshaping the Sports World:"²
26
27

28 ² The image has been edited to modify the offensive language appearing in the first line of the original
text, as have various quotations from Dana White throughout this Complaint.



19. As a result of the anticompetitive scheme alleged herein, the UFC has foreclosed competition and gained, maintained, and enhanced its position as the dominant promoter of MMA and one of the most powerful organizations in professional sports. The UFC now generates over half a billion dollars in annual revenues and has profit margins higher than all or nearly all other major professional sports. This anticompetitive scheme, which has afforded the UFC dominance in the Relevant Markets, allows it to exploit the MMA Fighters on whose backs the business rests. All UFC Fighters are paid a mere fraction of what they would make in a competitive market. Rather than earning paydays comparable to boxers, a sport with many natural parallels, Elite Professional MMA Fighters go substantially undercompensated despite the punishing—and popular—nature of their profession.

20. As described below, the UFC did not acquire and does not maintain its monopoly power in the Relevant Output Market and monopsony power in the Relevant Input Market lawfully. The

1 UFC's anticompetitive and illegal scheme through which it obtained its unlawful
2 monopoly/monopsony, as described herein, reaches virtually every aspect of the sport.

3 21. As alleged below, by gaining, maintaining, and enhancing iron-fisted control over the
4 Relevant Markets through the ongoing exclusionary scheme alleged herein, the UFC has foreclosed
5 competition in the Relevant Markets, acquired, enhanced, and maintained (i) monopoly power in the
6 Relevant Output Market and (ii) monopsony power in the Relevant Input Market, and used its
7 dominant position to enter into and dominate other segments of the MMA Industry unrelated to the
8 promotion of live Elite Professional MMA events. This conduct, taken together, has had substantial
9 anticompetitive effects in the Relevant Markets, and has harmed members of the respective Classes
10 defined herein in that: (i) compensation of members of the Bout Class has been and continues to be
11 substantially and artificially suppressed; and (ii) compensation of members of the Identity Class for the
12 expropriation and commercial exploitation of their likenesses and identities has been and continues to
13 be substantially and artificially suppressed.

14 **II. JURISDICTION AND VENUE**

15 22. This action is brought under Section 2 of the Sherman Act, 15 U.S.C. § 2.

16 23. Plaintiffs have been injured, and are likely to continue to be injured, as a direct result of
17 Defendant's unlawful conduct.

18 24. The United States District Court for the Northern District of California has subject
19 matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1337(a), and section 4 of the
20 Clayton Act, 15 U.S.C. § 15(a)(2).

21 25. This Court has jurisdiction over Defendant Zuffa because it is present in the United
22 States, does business throughout the United States, including California, has registered agents in the
23 United States, including California, and may be found in the United States, including California.

24 26. Venue is proper in this District under Sections 4 and 12 of the Clayton Act, 15 U.S.C.
25 §§ 15 and 22. Zuffa has promoted professional live MMA events in this District, and sold or licensed
26 promotional, merchandising or ancillary materials throughout this District. Venue in this District is also
27 proper pursuant to 28 U.S.C. § 1391.
28

1 27. Pursuant to Civil Local Rule 3-2(c) and (e), assignment of this case to the San Jose
2 Division of the United States District Court for the Northern District of California is proper because
3 the interstate trade and commerce involving and affected by Defendant’s violations of the antitrust laws
4 was substantially conducted with, directed to, or impacted upon Plaintiffs and those similarly situated in
5 Santa Clara County and other counties located within the Division.

6 28. The San Jose area is home to Plaintiff Cung Le and many world-class MMA Trainers,
7 Gyms and Teams. In addition, numerous Elite Professional MMA Fighters, including current UFC
8 heavyweight champion Cain Velasquez, Nick and Nate Diaz, Jake Shields, current UFC lightweight
9 number one contender Gilbert Melendez, current UFC light-heavyweight number one contender and
10 Olympic wrestler Daniel Cormier, current UFC bantamweight champion T. J. Dillashaw, current UFC
11 flyweight number two contender Joseph Benavidez, and current UFC bantamweight number three
12 contender Uriah Faber reside in this District. The rival promotion Strikeforce—which the UFC bought
13 and then shut down as part of the anticompetitive scheme alleged herein—rose to prominence in the
14 San Jose area due to this fertile collection of Elite Professional MMA Fighters, world-class trainers, and
15 gyms in the area. During its existence, Strikeforce promoted 25 live MMA events in the Northern
16 District of California, including 19 in San Jose. The UFC regularly promotes events in the Northern
17 District of California, including most recently on July 26, 2014, at the SAP Center in San Jose,
18 California. The Northern District of California is also home to Electronic Arts Inc. (“EA” or
19 “Electronic Arts”), the Redwood City, California-based publisher of *EA Sports UFC*, a UFC-themed
20 MMA video game which incorporates the Identity of Plaintiff Cung Le.

21 29. The UFC has acquired, enhanced, and is illegally maintaining monopsony power in the
22 Relevant Input Market and monopoly power in the Relevant Output Market through the
23 anticompetitive scheme alleged herein.

24 **III. DEFINITIONS**

25 30. As used herein:

26 a. “Bout Agreement” means a contract between a UFC Fighter and Zuffa, or its affiliates,
27 which designates, among other things, the opponent, weight class, and date of a scheduled bout.
28

1 b. “Card” means the identification of all of the bouts that occur during a single MMA
2 event. The Card typically consists of the Main Card and the Undercard.

3 c. “Class Period” means the period from December 16, 2010 until the illicit scheme alleged
4 herein ceases.

5 d. “Elite Professional MMA Fighter” means any Professional MMA Fighter who has
6 demonstrated success through competition in local and/or regional MMA promotions, or who has
7 developed significant public notoriety amongst MMA Industry media and the consuming audience
8 through demonstrated success in athletic competition. All UFC Fighters are Elite Professional MMA
9 Fighters.

10 e. “Exclusive Promotional and Ancillary Rights Agreement” means a contract between a
11 UFC Fighter and Zuffa, pursuant to which Zuffa is the exclusive promoter of a UFC Fighter’s bouts for
12 a period of time, and the UFC Fighter grants certain ancillary rights to Zuffa in perpetuity.

13 f. “Identity” of a UFC Fighter means the name, sobriquet, voice, persona, signature,
14 likeness and/or biographical information of a UFC Fighter.

15 g. “Main Card” consists of bouts between higher profile and more established MMA
16 Fighters and are featured on the main broadcast of the event, ending with a main event featured bout,
17 and frequently, a co-main event featured bout.

18 h. “Merchandise Rights” means Zuffa’s unrestricted worldwide rights to use, edit,
19 disseminate, display, reproduce, print, publish, and make any other uses of the name, sobriquet, voice,
20 persona, signature, likeness, and/or biographical information of a UFC Fighter solely in connection with
21 the development, manufacture, distribution, marketing and sale of UFC Licensed Merchandise.

22 i. “Merchandise Rights Agreement” means a contract between a UFC Fighter and Zuffa
23 or its affiliates, pursuant to which the UFC Fighter grants Zuffa or its affiliates certain rights with regard
24 to using a Fighter’s Identity in marketing merchandise.

25 j. “Mixed Martial Arts” or “MMA” means a competitive individual sport in which
26 competitors use interdisciplinary forms of martial arts that include, *e.g.*, jiu-jitsu, judo, karate, boxing,
27 kickboxing, taekwondo, and/or wrestling to their strategic and tactical advantage in a supervised match.
28 Scoring in live professional MMA bouts is based on state athletic commission-approved definitions and

1 rules for striking (blows with the hand, feet, knees or elbows) and grappling (submission holds,
2 chokeholds, throws or takedowns).

3 k. "MMA Industry" means the business of promoting live MMA bouts and may also
4 include the promotion of Pay-Per-View MMA events to generate Pay-Per-View revenues and ticket sales
5 as well as ancillary activities such as: the sale of live and taped television programming, video-on-
6 demand, merchandise (videos, DVDs, video games, apparel, hats, sporting equipment, etc.), event and
7 fighter sponsorships, and the collection of MMA-related copyright and trademark royalties.

8 l. "MMA Promoter" or "MMA Promotion" means a person or entity that arranges
9 professional live MMA bouts for profit.

10 m. "Pay-Per-View" or "PPV" means a type of pay television or broadcast service by which
11 a subscriber of an Internet or television service provider can purchase events to view live via private
12 telecast or Internet broadcast. The events are typically purchased live, but can also be purchased for
13 several weeks after an event first airs. Events can be purchased using an on-screen guide, an automated
14 telephone system, on the Internet or through a live customer service representative.

15 n. "Post-Bout Event" means any post-bout interviews and press conferences that follow
16 and relate to a Bout.

17 o. "Pre-Bout Event" means training, interviews, press conferences, weigh-ins and behind-
18 the-scenes footage that precede, and relate to, a bout.

19 p. "Professional MMA" or "Professional MMA Fighter" means a person who is
20 compensated as a combatant in a Mixed Martial Arts bout.

21 q. "Promotional Rights and Ancillary Rights" means rights to site fees, live-gate receipts,
22 advertising fees, sponsorship fees, motion pictures, all forms of radio, all forms of television (including
23 live or delayed, interactive, home or theater, pay, PPV, satellite, closed circuit, cable, subscription, multi-
24 point, master antenna, or other), telephone, wireless, computer, CD-ROM, DVD, any and all Internet
25 applications, films and tapes for exhibition in any and all media and all gauges, including but not limited
26 to, video and audio cassettes and disks, home video and computer games, arcade video games, hand-
27 held versions of video games, video slot machines, photographs (including raw footage, out-takes and
28

1 negatives), merchandising and program rights, in connection with or based upon the UFC brand, the
2 bouts, Pre-Bout Events or Post-Bout Events.

3 r. "Standard Fighter Contract" means the form contract for Professional MMA Fighters
4 required by the athletic commission (if any) in which the bout takes place.

5 s. "UFC Fighter" means a person who is paid by the UFC for participating in one or more
6 professional MMA bouts promoted by the UFC and/or whose Identities were acquired for use and/or
7 used in UFC Licensed Merchandise and/or UFC Promotional Materials.

8 t. "UFC Licensed Merchandise" means all apparel, footwear, hats, photographs,
9 souvenirs, toys, collectibles, trading cards, and any and all other similar type products, including the
10 sleeves, jackets and packaging for such products, that is (i) approved by Zuffa, (ii) contains the
11 trademarks, trade names, logos and other intellectual property owned or licensed by Zuffa, including
12 without limitation, the licensed marks, and (iii) not created, used or sold in connection with the
13 promotion of any bouts, Pre-Bout Events or Post-Bout Events.

14 u. "UFC Promotional Materials" means all advertising fees, sponsorship fees, motion
15 pictures, all forms of radio, all forms of television (including live or delayed, interactive, home or
16 theater, pay, PPV, satellite, closed circuit, cable, subscription, multi-point, master antenna, or other),
17 telephone, wireless, computer, CD-ROM, DVD, any and all Internet applications, films and tapes for
18 exhibition in any and all media and all gauges, including but not limited to, video and audio cassettes and
19 disks, home video and computer games, arcade video games, hand-held versions of video games, video
20 slot machines, photographs (including raw footage, out-takes and negatives), merchandising and
21 program rights, in connection with or based upon the UFC brand, UFC bouts, UFC Pre-Bout Events or
22 UFC Post-Bout Events.

23 v. "Undercard" consists of preliminary bouts that occur before the Main Card of a
24 particular Card and are typically not included on the main broadcast of the event. Typically, Promoters
25 intend the Undercard to provide fans with an opportunity to see up-and-coming and/or local
26 professional MMA fighters or fighters who are not as well-known, popular, or accomplished as their
27 counterparts on the Main Card.
28