

1 common in boxing, mean athletes promoted by competing promoters fight against each other in co-  
2 promoted events with a split of profits generated.

3 132. As part of the alleged exclusionary scheme, in the years before 2011, the UFC had  
4 actively sought to use its market dominance to put Strikeforce out of business. For instance, as part of  
5 this scheme—even when it was not economically rational but for the potential for exclusion—the UFC  
6 regularly “counterprogrammed” against Strikeforce events, *i.e.*, purposely staged UFC events on the  
7 same nights as Strikeforce events to prevent Strikeforce from gaining adequate ticket sales, television  
8 viewers or public notoriety for its events. The UFC counter-programmed against Strikeforce not  
9 because it was profitable in the short-run, but rather because it was a means of using the UFC’s  
10 dominance in the Relevant Markets to prevent Strikeforce from successfully promoting MMA events  
11 and thereby gaining adequate economies of scale or scope. Moreover, the UFC used its market power to  
12 pressure sponsors of Strikeforce’s MMA fighters to withdraw their sponsorships by threatening to ban  
13 them from sponsoring UFC Fighters or otherwise appearing in UFC broadcasts.

14 133. In March 2011, as part of the scheme alleged herein, after the UFC had made it difficult  
15 for Strikeforce to compete profitably, Strikeforce was forced to, and did, sell to defendant Zuffa.  
16 Following the purchase, the UFC signed many of Strikeforce’s top stars and champions, including  
17 plaintiff Cung Le, Jason Miller, Nick Diaz, Dan Henderson, and Alistair Overeem. Under Zuffa’s  
18 ownership, Strikeforce closed the promotion’s men’s weight classes below “lightweight.” After an  
19 extension was reached to continue Strikeforce as a separate entity under the UFC’s umbrella through  
20 2012, the promotion’s heavyweight division was merged into the UFC, and the UFC ended the  
21 promotion’s “Challengers” series. The final show under the Strikeforce brand was “Strikeforce:  
22 Marquardt vs. Saffiedine” on January 1, 2013, after which the promotion was dissolved and all fighter  
23 contracts were either ended or absorbed into the UFC.

24 134. As a result of the UFC’s acquisition of Strikeforce, the UFC controlled virtually all Elite  
25 Professional MMA Fighters in every weight class. The Strikeforce acquisition was part of a series of  
26 UFC acquisitions of actual or potential rival promotions that, together, enabled the UFC to consolidate  
27 and maintain its control over the revenue-generating core of the MMA Industry. While they proclaimed  
28 to promote the best in every weight class prior to the Strikeforce acquisition, following the Strikeforce

1 purchase, the UFC could accurately state that it now controlled virtually all Elite Professional MMA  
2 Fighters in every weight class. Going forward, this insured that, to obtain media acclaim as “elite” and  
3 corresponding public notoriety, an Elite Professional MMA Fighter must sign with and compete against  
4 UFC Fighters.

5 **3. After Impairing Actual or Potential Rivals and Acquiring Virtually Every**  
6 **Would-Be Rival Promoter That it Did Not Put Out of Business, the UFC**  
7 **Relegated all Remaining MMA Promoters to “Minor League” Status.**

8 135. Beginning no later than March 2011, those few fringe MMA Promoters that the UFC had  
9 not yet acquired or put out of business, such as Bellator MMA (“Bellator”), effectively functioned and  
10 continue to function as “minor leagues” for the UFC. These MMA Promotion outfits provide no real  
11 access to top media rankings, public notoriety, lucrative bout purses, endorsements, or sponsorships.  
12 Thus, through its anticompetitive scheme, the UFC has come to dominate the Relevant Input and  
13 Output Markets.

14 136. Professional MMA Fighters generally view non-UFC Promotion companies that still  
15 exist as the “minor leagues,” *i.e.*, as training grounds for future UFC Fighters.

16 137. Ben Askren (“Askren”), a former Bellator welterweight champion, represented the U.S.  
17 Olympic wrestling team in freestyle wrestling, was a four-time NCAA All-American, two-time national  
18 champion, and NCAA wrestler of the year. Askren publicly stated that the only means of moving up the  
19 MMA ranks and obtaining notoriety as an Elite Professional MMA Fighter was to join the UFC and  
20 defeat UFC Fighters.

21 138. While skilled Professional MMA Fighters may emerge outside of the UFC or break off  
22 from the UFC, those Fighters cannot demonstrate their skill, garner attention, or otherwise maintain  
23 sustainable careers outside of the UFC. The measure of success of a Professional MMA Fighter is  
24 dependent upon the level of competition he faces and his success or failure when doing so. The success  
25 of an Elite Professional Mixed Martial Artist requires that he or she register wins over fighters seen by  
26 the viewing audience and media as Elite Professional MMA Fighters in widely-viewed MMA events to  
27 build public notoriety, reputation, fan base, sponsor interest and earnings potential. Professional MMA  
28 Fighters who compete at the highest level of the sport cannot “opt out” of UFC because the UFC’s

1 anticompetitive conduct has made it impossible to maintain a successful MMA fighting career outside  
2 of the UFC.

3 139. Likewise, because UFC Fighters are bound by non-compete agreements, and because the  
4 UFC will not co-promote, would-be rival MMA promotion companies cannot stage bouts between their  
5 own non-UFC fighters and UFC Fighters. Because the UFC Fighters are considered MMA's Elite  
6 Professional MMA Fighters, would-be rival MMA promotion companies cannot compete effectively.  
7 Without big-ticket MMA Cards with Elite Professional MMA Fighters, would-be rival promotions are  
8 unable to secure sufficient public interest or sponsors and venues large enough or prestigious enough to  
9 generate revenues and bout purses that can sustain the demands of training costs, travel, health  
10 coverage, gym membership, sparring partners, and other expenses necessary for sustaining a career as  
11 an Elite Professional MMA Fighter. As a result, would-be rival promoters do not and cannot promote  
12 MMA events that offer Elite Professional Mixed MMA Fighters substantial earnings potential on PPV  
13 broadcasts, major network or subscription-based broadcast outlets.

14 140. Accepting and publicly acknowledging their minor league status, rather than competing  
15 with the UFC, potential rival promotions in the MMA Promotion Industry seek instead to work as  
16 developmental leagues for the UFC and to obtain the UFC's approval. Thus, instead of seeking to  
17 invest in and develop Professional MMA Fighters to their full potential, the UFC's potential rival  
18 promoters acknowledge that they can afford only small purses. Thus, "rival" promoters survive and  
19 attract Professional MMA Fighters by serving as a minor league training ground for the UFC and  
20 guaranteeing their release to the UFC—and only the UFC—should the Professional MMA Fighter  
21 achieve success and earn enough notoriety to elevate them to elite status, and thus potentially obtain an  
22 offer from the UFC.

23 141. Resurrection Fighting Alliance ("RFA"), broadcast on AXS TV (formally HDNet), is  
24 one such UFC "minor league." The RFA is a regional-level promotion operated by Ed Soares, who  
25 stated that his "vision" for the RFA is "to build a developmental league for guys who want to move up  
26 into the UFC." According to Soares, the RFA is truly a "developmental" promotion for Professional  
27 MMA Fighters seeking to make it to the UFC, and for veteran Professional MMA Fighters released by  
28 the UFC to "test themselves against the guys who are coming up." Soares states that all RFA

1 Professional MMA Fighters who receive offers from the UFC will be released from their RFA  
2 promotional agreement. RFA promotional agreements contain an express “release” provision in the  
3 event a Mixed Martial Artist obtains an offer from Zuffa. Because of the UFC’s dominance of the  
4 Relevant Markets through the scheme alleged herein, absent such a provision, it is unlikely that  
5 potential rival promotions such as RFA and others would be able to attract any Professional MMA  
6 Fighters. Scott Cutbirth, the former matchmaker responsible for arranging RFA bouts, has  
7 acknowledged, “[a]ll of our contract [sic] are exclusive with a Zuffa[-]out clause. So yes, if they get  
8 offered a deal with Zuffa, we will honor that. No other organizations will be honored.” Purses paid by  
9 the RFA are minimal compared to the UFC. Soares is also a prominent manager of many Elite  
10 Professional MMA Fighters currently under contract with the UFC. Soares’ promotion, the RFA, is  
11 currently the only MMA Promotion to which Zuffa has provided a license to advertise the use of, and to  
12 hold events in, the UFC’s trademarked octagonal fenced enclosure.

13 142. Titan Fighting Championship (“Titan FC”), broadcast on the CBS Sports cable  
14 network, is another existing MMA “minor league” promotion outfit. Titan FC is a regional promotion  
15 originally formed in 2006, and currently promoted by serial entrepreneur and multi-millionaire Jeff  
16 Aronson. Aronson advised the press in January 2014 that all Mixed Martial Artists signed to Titan FC  
17 will have a “Zuffa-out” clause in their contracts, meaning they will be released if Zuffa offers the fighter  
18 a bout. Aronson has acknowledged that Titan FC “is not looking to compete with Zuffa.” Aronson  
19 explained that Titan FC’s role is “to take the best guys that are out there, who may be scared to get into  
20 long-term deals, and give them a forum to get back” into the UFC.

21 143. Legacy Fighting Championship (“Legacy FC”), broadcast on AXS TV (formally  
22 HDNet), is still another “minor league” MMA Promoter (formed in 2009) that does not dare compete  
23 directly with the UFC. Legacy FC has survived as an MMA Promoter, in part, by clearly establishing  
24 that it, too, does not and will not compete with the UFC. Rather, Mick Maynard, Legacy FC’s  
25 President, has publicly stated that Legacy FC exists to supply the UFC with fighters rather than  
26 compete with the UFC.

27 144. Invicta Fighting Championship (“Invicta FC”), broadcast on the UFC’s Internet  
28 broadcast subscription service “Fight Pass,” was formed in 2012, and solely promotes women’s MMA

1 events. Shannon Knapp, the founder and owner of Invicta FC, is a veteran of the MMA Industry.  
2 Knapp insists that Invicta does not aim to compete directly with the UFC. Knapp has acknowledged  
3 that Invicta functions as a platform from which female Professional MMA Fighters can “graduate” or  
4 “advance” to the UFC. In 2015, Invicta FC will reportedly become the second MMA Promotion to  
5 which Zuffa has provided a license to advertise the use of, and to hold events in, the UFC’s trademarked  
6 octagonal fenced enclosure.

7 145. Responding to questions regarding whether Invicta (and all other MMA Promoters) were  
8 being established as “feeder” promotions to the UFC, White stated: “As bad as people don’t want to  
9 believe it, they don’t want to hear it, meaning the other owners of the other mixed martial arts  
10 organizations—that’s what they all are, they’re all the Triple-A [*i.e.*, the minor leagues] to the UFC.”  
11 White continued by boasting that all promotions that resist minor league status “end up \$30 million in  
12 the hole. All the people that don’t embrace it, embrace losing sh\*t loads of money.”

13 146. Another potential competitor, Bellator, is viewed within the MMA Industry—and by the  
14 UFC itself—as a minor league, a training ground for future UFC Fighters, or as a place for former UFC  
15 Fighters to compete after they have been released by the UFC.

16 147. Bellator athletes lack significant public notoriety, in part, because it is a “minor league,”  
17 and in part because the UFC refuses to co-promote with any of Bellator’s fighters regardless of talent or  
18 merit, leaving Bellator unable to promote MMA events of relative significance. Bellator’s bout purses,  
19 gate revenues, attendance figures, merchandise sales, television licensing fees and ad rates are minimal  
20 compared to those obtained by the UFC.

21 148. As White said on November 14, 2013, of Professional MMA Fighters under contract  
22 with Bellator, “I feel sorry for the kids that fight there. I do. I truly feel sorry for the kids that have to be  
23 stuck in that s\*\*thole.”

24 149. Even though the UFC has publicly stated that it views Bellator as a “minor league” that  
25 does not present a competitive threat to the UFC, as part of the exclusionary scheme alleged herein, the  
26 UFC has nevertheless engaged in aggressive conduct to inhibit Bellator’s development into a viable rival  
27 promotion.  
28

1           150. Bellator held a PPV event on September 5, 2014, at the Mohegan Sun in Uncasville,  
2 Connecticut. In response, as part of the exclusionary scheme alleged herein, the UFC held “UFC Fight  
3 Night 50” at Foxwoods Resort Casino in Ledyard, Connecticut, on the same night, just ten miles away  
4 from Bellator’s event. The UFC has thus used the same “counter-programming” strategy to prevent  
5 Bellator’s growth that it successfully used to force actual or potential rivals Affliction, Strikeforce and  
6 EliteXC to stop promoting live professional MMA events.

7           **B. The UFC’s Exclusionary Scheme Harmed Competition in the Relevant Input and**  
8           **Output Markets.**

9           151. The UFC’s ongoing anticompetitive scheme has enhanced and maintained the UFC’s  
10 monopoly power in the Relevant Output Market and monopsony power in the Relevant Input Market.  
11 As a result of the UFC’s scheme: (i) compensation associated with fighting in MMA bouts to members  
12 of the Bout Class has been and continues to be artificially suppressed, and (ii) the Identities of UFC  
13 Fighters continues to be expropriated and compensation by the UFC and its licensees for the  
14 expropriation of, exploitation of and right to exploit Identities of the members of the Identity Class has  
15 been and continues to be artificially suppressed. In addition, the anticompetitive effects of the UFC’s  
16 exclusionary scheme in the Relevant Markets include, *inter alia*:

- 17           a. reduced competitiveness of live Elite Professional MMA events;  
18           b. artificially suppressed output in the Relevant Output Market, including reduced number  
19 of live Elite Professional MMA bouts than would exist in the absence of the challenged anticompetitive  
20 scheme; and,  
21           c. artificially suppressed demand in the Relevant Input Market.

22           152. There are no legitimate procompetitive justifications for the anticompetitive conduct  
23 alleged in this Complaint, or for any aspect of the anticompetitive conduct standing alone. Even if,  
24 *arguendo*, such justifications existed, there are less restrictive means of achieving those purported  
25 procompetitive effects. To the extent the anticompetitive conduct or any aspect of the anticompetitive  
26 conduct has any cognizable procompetitive effects, they are substantially outweighed by the  
27 anticompetitive effects.  
28



1           **C. Plaintiffs and Members of the Bout Class Suffered Antitrust Injury.**

2           153. As a direct and proximate result of the Defendant's anticompetitive conduct, as alleged  
3 herein, the Bout Class Plaintiffs and all members of the Bout Class suffered substantial losses to their  
4 business or property in that their compensation associated with fighting in one or more live Elite  
5 Professional UFC-promoted MMA bouts was artificially suppressed during the Class Period. The full  
6 amount of such damages will be calculated after discovery and upon proof at trial.

7           154. In return for signing a contract with the UFC, a UFC Fighter is scheduled, at the UFC's  
8 discretion, an average of fewer than two fights per year. The starting pay for a UFC Fighter, as of  
9 January 2013, is \$6,000 to "show," *i.e.*, compete in a bout, and \$6,000 if the UFC Fighter is victorious  
10 in a bout as a "win" bonus.

11           155. As part of its effort to foreclose potential rival MMA Promoters from accessing Elite  
12 Professional MMA Fighters, the UFC has contracted with more Fighters than it needs for bouts during  
13 any given year. For example, as of January 2013, the UFC staged an average of 1.66 MMA bouts per  
14 UFC Fighter per year, well under the three bouts per year the UFC claims it is obligated to make  
15 available to UFC Fighters. The UFC has approximately 500 Elite Professional MMA Fighters under  
16 contract, but only has plans for 45 events in 2015; each UFC event typically has 11 bouts. Each bout has  
17 slots for two UFC Fighters or a total of 990 slots across the planned 45 events—far below the 1,500 slots  
18 necessary to provide each UFC Fighter under contract with three bouts per year. In April 2014, UFC  
19 President Dana White acknowledged that the UFC has contracts with more Elite Professional MMA  
20 Fighters than necessary, stating: "We have 500 guys under contract, which is a lot more than we really  
21 need, and after each show, we really, really need to take a close look at what we do with guys."

22           156. Unlike boxing, where promoters frequently advance funds to cover the costs of medical  
23 tests, training camps, coaches, food and nutrition, sparring partners, and living expenses, UFC Fighters  
24 bear their own costs. UFC Fighters typically pay out approximately 15 to 25% of their MMA earnings to  
25 cover the costs of gym memberships and management fees and must pay the costs of any necessary  
26 sparring partners brought into the athlete's training camp in preparation for a bout.

27           157. As a result of the anticompetitive scheme, the UFC is able to compensate UFC Fighters  
28 below competitive levels even though UFC events have among the highest average ticket prices in all of

1 sports. Indeed, the UFC has been able to raise ticket and PPV prices significantly above competitive  
2 levels as the UFC consolidated its market dominance through the conduct alleged herein. Where the  
3 average live ticket price for a major UFC event was \$178 in 2005, it is now approximately \$300. Under  
4 Zuffa, the UFC has also increased its prices for PPV events from an average of \$28.91 per event for its  
5 first broadcast in 2001 to the current price of \$54.95 per event for HD broadcasts. Additionally, the  
6 number of PPV buys since the UFC's initial offer of PPV access to MMA fights has increased  
7 substantially since 2001.

8 158. The conduct comprising the UFC's anticompetitive scheme is continuing and so are the  
9 damages suffered by the members of the Bout Class.

10 **D. The Identity Class Plaintiffs and Members of the Identity Class Suffered Antitrust**  
11 **Injury.**

12 159. Defendant used its monopsony power in the market for Elite Professional MMA Fighter  
13 services and its monopoly power in the market for live MMA events to suppress the compensation for  
14 the exploitation of the Identities of members of the Identity Class.

15 160. As a consequence of the alleged scheme, competition in the Relevant Markets was and is  
16 substantially harmed, and the Identity Class Plaintiffs and members of the Identity Class have sustained,  
17 and continue to sustain, substantial losses and damage to their business and property in the form of  
18 suppressed compensation for the exploitation and licensing of their Identities, during the Class Period.  
19 The full amount of such damages will be calculated after discovery and upon proof at trial.

20 161. The conduct comprising the UFC's anticompetitive scheme is continuing and so are the  
21 damages suffered by the Identity Class resulting therefrom.

22 **VIII. INTERSTATE COMMERCE**

23 162. The UFC engages in interstate commerce and in activities substantially affecting  
24 interstate commerce including (1) promotion of MMA events in nearly all of the states comprising the  
25 United States, (2) PPV, television, and Internet subscription-based broadcasts which occur throughout  
26 the United States, (3) sale, distribution or licensing of merchandise throughout the United States, and  
27 (4) production of television and Internet subscription-based programming which occurs throughout the  
28 United States.



1  
2 **IX. CLAIM FOR RELIEF FOR MONOPOLIZATION AND MONOPSONIZATION**  
3 **UNDER SECTION 2 OF THE SHERMAN ACT**

4 **(On behalf of the Bout Class and Identity Class)**

5 163. Plaintiffs incorporate by reference all of the preceding and ensuing paragraphs as if fully  
6 alleged herein.

7 164. The relevant geographic market is the United States, and in the alternative, North  
8 America.

9 165. The Relevant Markets include the markets for (a) promoting live Elite Professional  
10 MMA bouts in the United States (the “Relevant Output Market”), and (b) the market for live Elite  
11 Professional MMA Fighter services (the “Relevant Input Market”).

12 166. UFC possesses monopoly power in the Relevant Output Market and monopsony power  
13 in the Relevant Input Market, whether the geographic market includes the U.S. only, North America  
14 only, or the entire world. The UFC has obtained, enhanced, and maintained dominance in both  
15 Relevant Markets through the exclusionary scheme alleged herein. The UFC has abused and continues  
16 to abuse that power to maintain and enhance its market dominance in the market for Elite Professional  
17 MMA Fighter services through an exclusionary scheme to impair and foreclose competition by  
18 depriving actual and potential competitors in the Relevant Output Market of necessary inputs  
19 (including, *e.g.*, Elite Professional MMA Fighters, premium venues, and sponsors), and pursuing an  
20 aggressive strategy of merging or purchasing the would-be rivals that its scheme had first competitively  
21 impaired.

22 167. The UFC’s exclusionary scheme includes, but is not limited to, the following conduct:  
23 (a) causing or directly and intentionally contributing to the failure of competing MMA Promotions and  
24 acquiring actual or potential rival promotions to eliminate competing titles from the marketplace and to  
25 obtain the contracts of Elite Professional MMA Fighters; and (b) leveraging its monopsony and  
26 monopoly power in the Relevant Markets through the use of Exclusive Agreements with Elite  
27 Professional MMA Fighters, venues, and sponsors.

1           168. As a direct and proximate result of this continuing violation of Section 2 of the Sherman  
2 Act, Plaintiffs and members of the Bout and Identity Classes have suffered injury and damages in the  
3 form of artificially suppressed compensation in amounts to be proven at trial.

4           169. Plaintiffs, on behalf of themselves and other members of the Bout Class and Identity  
5 Class, seek money damages from Defendant for these violations. For the Bout Class, these damages  
6 represent the additional compensation Plaintiffs and other members of the Bout Class would have  
7 received for their Elite Professional MMA Fighter services absent the anticompetitive scheme alleged  
8 herein. For the Identity Class, these damages represent the additional compensation Plaintiffs and other  
9 members of the Identity Class would have received for exploitation of their Identities in the absence of  
10 the violations alleged. Damages will be quantified on a class-wide basis for each proposed Class. These  
11 actual damages should be trebled under Section 4 of the Clayton Act. 15 U.S.C. §15. Plaintiffs' and  
12 Class members' injuries are of the type the antitrust laws were designed to prevent, and flow directly  
13 from the Defendant's unlawful conduct.

14           170. The Bout Class Plaintiffs, on behalf of themselves and other members of the Bout Class,  
15 seek injunctive relief barring Defendant from engaging in the anticompetitive scheme alleged herein.  
16 The violations set forth above, and the effects thereof, are continuing and will continue unless injunctive  
17 relief is granted. Plaintiffs' and Class members' injuries are of the type the antitrust laws were designed  
18 to prevent, and flow directly from the Defendant's unlawful conduct.

19           171. The Identity Class Plaintiffs, on behalf of themselves and other members of the Identity  
20 Class, seek injunctive relief barring Defendant from engaging in the anticompetitive scheme alleged  
21 herein. The violations set forth above and the effects thereof are continuing and will continue unless  
22 injunctive relief is granted. The Identity Plaintiffs and Class members' injuries are of the type the  
23 antitrust laws were designed to prevent, and flow directly from the Defendant's unlawful conduct.

1 **X. DEMAND FOR JUDGMENT**

2 172. WHEREFORE, Plaintiffs, on behalf of themselves and the proposed Bout and Identity  
3 Classes, respectfully ask the Court for a judgment that:

4 a. Certifies the Bout Class as a class action pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and  
5 (b)(3), and appoints the Bout Class Plaintiffs and their attorneys as class representatives and class  
6 counsel, respectively;

7 b. Certifies the Identity Class as a class action pursuant to Fed. R. Civ. P. 23(a), 23(b)(2)  
8 and (b)(3), and appoints the Identity Class Plaintiffs and their attorneys as class representatives and  
9 class counsel, respectively;

10 c. Awards Plaintiffs and each of the Classes treble the amount of damages actually  
11 sustained by reason of the antitrust violations alleged herein, plus the reasonable costs of this action  
12 including attorneys' fees;

13 d. Orders such equitable relief as is necessary to correct for the anticompetitive market  
14 effects caused by the unlawful conduct of Defendant;

15 e. Grants each member of both Classes three-fold the damages determined to have been  
16 sustained by each of them;

17 f. Awards Plaintiffs and both of the Classes their costs of suit, including reasonable  
18 attorneys' fees as provided by law;

1 g. Enters judgment against Defendant, holding Defendant liable for the antitrust violations  
2 alleged; and

3 h. Directs such further relief as it may deem just and proper.

4 Dated: December 16, 2014

JOSEPH SAVERI LAW FIRM, INC.

5  
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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial as provided by Rule 38(b) of the Federal Rules of Civil Procedure.

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By:           /s/ Frederick S. Schwartz            
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

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

(b) County of Residence of First Listed Plaintiff Santa Clara (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) See attachment.

DEFENDANTS

Zuffa, LLC, d/b/a Ultimate Fighting Championship and UFC.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Labor, and Tax Suits.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. § 2

Brief description of cause: Monopolization and monopsonization in violation of section 2 of the Sherman Act.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

12/16/2014 /s/ Joseph R. Saveri

IX. DIVISIONAL ASSIGNMENT (Civil L.R. 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA