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<p>Bellator Sport Worldwide, LLC</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>Quinton “Rampage” Jackson</p> <p style="text-align: center;">Defendant.</p>	<p>SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION: BURLINGTON COUNTY</p> <p>Docket No.: C-025-15</p> <p>Civil Action</p> <p>VERIFIED COMPLAINT</p>
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Plaintiff Bellator Sport Worldwide, LLC (“Bellator”), by its attorneys Blank Rome LLP, for its Verified Complaint against defendant Quinton “Rampage” Jackson (“Jackson”), hereby alleges, on knowledge as to its own conduct and on information and belief as to all other matters, as follows:

SUMMARY OF CLAIM

1. Quinton “Rampage” Jackson (“Jackson”) is a Mixed Martial Arts (“MMA”) fighter. Under a fully integrated written agreement with Bellator, Jackson expressly agreed to fight exclusively for Bellator until he completed six fights. At the time Bellator and Jackson entered their agreement in May 2013, Jackson’s career was in decline as he had lost his three prior fights for the Ultimate Fighting Championship (“UFC”) -- and four of his last five prior fights for UFC. After the parties entered into their agreement, Bellator rebuilt Jackson’s reputation in the MMA industry -- arranging and promoting three fights which Jackson won -- and linked its future to his continued performance. Three fights into his six-fight commitment, with his career rebounding, Jackson attempted to renegotiate his agreement but after that attempt failed, he purported to alter the status

quo by abandoning his obligations, based on patently baseless trumped up allegations of breach by Bellator. In fact, Bellator complied fully with its obligations under the parties' agreement, and Jackson breached by terminating the contract in bad faith, solely in order to fight on behalf of Bellator's biggest competitor, UFC. Jackson is now scheduled to fight for UFC in Montreal, Canada on April 25, 2015.

2. Bellator brings this action for breach of contract, for breach of the covenant of good faith and fair dealing and for a preliminary injunction and permanent injunction to enjoin Jackson from participating in any fight in breach of his obligations to Bellator and for such other and further relief as the Court deems just and reasonable.

PARTIES

3. Plaintiff Bellator Sport Worldwide, LLC ("Bellator") is a Delaware corporation with its principal place of business in California.

4. Defendant Quinton "Rampage" Jackson ("Jackson") is an individual residing at 12 Portalon Court, Ladera Ranch, California 92694-1454.

JURISDICTION AND VENUE

5. Jurisdiction and venue is proper here because the parties agreed that "New Jersey law shall ... govern this Agreement" and because Jackson consented "to the exclusive jurisdiction of the Courts of the State of New Jersey and the United States located in New Jersey ... with matters relating to this Agreement or any disputes between the parties" and because Bellator conducts business in this county.

FACTUAL ALLEGATIONS

A. THE MMA INDUSTRY

6. MMA is a full-contact combat sport that allows the use of striking techniques from a variety of other combat sports and martial arts. Professional MMA has been legal in New Jersey since 2009. Professional MMA fighters are well known throughout the world. MMA fighters are not organized into teams as is common in many organized sports. MMA fighters -- who are under contract with the same MMA promoter and who are within the same weight class -- compete against one another.

7. MMA promoters put on events that have a number of fights, or “bouts” scheduled for a particular event. This is commonly referred to as the “card.” The card typically includes some preliminary fights, the “undercard” and the “main card” which typically features the better known fighters. The strength of the card is dependent on the notoriety of the fighters. Fans can purchase tickets to watch the fights live, can watch the fights on television and -- on occasion -- can watch the fights through pay-per-view (“PPV”) access. The strength of the card drives ticket sales, television ratings, merchandise sales, dictates the rates paid by sponsors and advertisers and, to some extent, also dictates the venue for the event and the scope of promotion and marketing.

8. MMA promoters invest significant resources to develop their fighters and their fights and go to great lengths to ensure that the marketing of their fighters promotes each fighter and their public personalities in a manner that raises awareness, generates revenue, creates brand loyalty and provides the fighter the best opportunity to become a superstar not only in the MMA industry but around the world.

B. BELLATOR AND UFC

9. Bellator is the second largest MMA promoter in the MMA industry. Bellator offers the most exciting sporting events for fans and viewers across the globe, while featuring some of the top-athletes in the world. Bellator currently airs in over 120 countries, including Argentina, Brazil, Cuba, The United Kingdom, France, Russia and several African nations. Bellator has over 150 fighters on its roster and has seven weight divisions for men and one division for women. Bellator's biggest competitor in the MMA industry is UFC. UFC is the largest MMA promoter in the MMA industry. UFC's programming is available in over 145 countries, including many of the same countries as Bellator's. UFC has over 500 fighters on its roster and has eight weight divisions for men and two divisions for women. Bellator and UFC compete both domestically and internationally for the same fan base which is made up of individuals who are MMA enthusiasts.

10. Fighters who are under contract with Bellator typically fight other Bellator fighters in Bellator-promoted events which are aired on Spike TV in the US and Canada or distributed on PPV. Bellator derives revenue from live ticket sales, merchandising, digital sales, sponsorships, and advertising sales for broadcast events on Spike TV and on international platforms in over 120 countries and, in the case of PPV, viewer purchases of specific events. Fighters who are under contract with UFC fight other UFC fighters in UFC-promoted events which air on Fox Sports and on UFC's on-line platform called Fight Pass or distributed on PPV.

C. MMA IS A STAR-DRIVEN BUSINESS

11. MMA is a star-driven business. An MMA promoter's success is based upon the ability to develop and promote MMA fighters that are not only successful in their fights but also have the personality and charisma to draw a public following. Star power is what draws fans to MMA events and MMA viewers to watch on television and to purchase PPV. Star power also drives merchandise sales, television ratings, international distributions, sponsorship, live gate revenue and

advertising revenue. Fans want to see familiar fighters and sponsors want to sponsor those household names. A successful promotion of an MMA event requires elite MMA fighters who have reputations for winning fights or have gained notoriety with the MMA fan base and can attract a wide audience. To succeed, MMA promoters must demonstrate that they can promote fights that feature well-known fighters and which result in high ratings.

12. Becoming an MMA star is difficult. MMA athletes train for years before competing professionally. A successful fighter must climb the ranks of competitors by winning fights and fighting increasingly better competition until the fighter has the opportunity to fight for a championship. A successful fighter must also have a public persona that is attractive to MMA fans. That persona must be promoted to create that “something special” that translates into the star power that draws viewers to events and drives ratings.

13. An MMA fighter’s development is a long and expensive process. Each fight must be carefully chosen not only to provide the fighter with the right opportunity to advance but also to create the kind of event that will excite the MMA public and drive ticket sales and viewership. Each fight must be promoted and marketed not only to advertise the event but to also create public interest in the MMA fighter himself. Bellator is in the star-building business.

14. An MMA fighter, due to the harsh physical aspects of the sport, has a limited time in which to compete in the sport. The risk of career-ending injury is always present and an MMA promoter takes a substantial risk in making an investment in a fighter. The loss of three fights in a row can have a severe detrimental effect on a fighter’s prospects and earnings. While a star fighter on his/her way up may make many millions of dollars, if he/she then loses the next series of fights his/her earnings may well decrease significantly as MMA viewers’ interest in him/her wanes.

15. An MMA promoter’s reputation is determined in large part by the quality of the fighters on its roster. And a star fighter that has title prospects is incredibly valuable to a promoter.

That value cannot be measured in money alone. Having a star in your stable drives the recruitment of future talent and provides a draw for other fighters to want to fight for that MMA promoter. An MMA promoter that loses a star performer will be seen as a diminished force in the MMA industry and can have difficulty attracting the kinds of fighters that will become its future stars. Thus, the recruitment and retention of star fighters is critical to the ongoing success of a promoter's brand.

16. These concerns are even more important for Bellator which is an up and coming, rapidly growing MMA promoter competing against the industry giant, UFC. If Bellator were, for example, to lose one of its stars to UFC before that fighter's obligations to Bellator had been satisfied, it would send an extremely negative signal to the MMA industry. Thus, Bellator's star fighters are zealously guarded, highly compensated, aggressively marketed and critical to the success of the Bellator brand.

D. JACKSON'S CAREER IN MMA

17. Jackson is a long time MMA star whose fighting record goes back to 1999. In 2002, Jackson fought in the highest rated MMA event in history on Spike TV. In May 2007, Jackson won the UFC title from legendary UFC champion, Chuck Liddell. The fight was aired on Spike TV and had over six million viewers. This victory, along with Jackson's public persona, firmly established him as a world-wide MMA superstar. Indeed, when Jackson fought Dan Henderson in London on Spike TV in September 2007, the entire telecast averaged 4.8 million viewers and his fight was the most-watched quarter-hour of the telecast with 5.9 million viewers.

18. Following his victories over Liddell and Henderson in 2007, Jackson's fighting career continued and he remained extremely popular with the public, including co-starring in the movie the A-Team in 2010. In September 2011, while fighting for UFC, Jackson lost a fight to Jon Jones. In February 2012, again while fighting for UFC, he lost a fight to Ryan Bader. In January 2013, Jackson lost his last fight for UFC to Glover Teixeira. Thus, Jackson had a string of three losses

while fighting for UFC -- and lost four of his last five fights -- between September 2011 and January 2013. Following those losses, Jackson left UFC.

E. BELLATOR DECIDES TO SIGN JACKSON AND REBUILD HIS IMAGE

19. Despite the damage caused to Jackson by his losing his last three fights for UFC, Bellator believed that Jackson was still a fan favorite. Notwithstanding his losses, Jackson was still a star in MMA and had one of the highest “E-scores” in the MMA world. An E-score is a celebrity appeal ranking, comprised of 46 separate personality attributes. E-score evaluations are provided by E-Poll Market Research, which has a database of more than 2,800 celebrities.

20. Getting a star of Jackson’s popularity -- even in his diminished state -- would be a significant achievement for Bellator. Bellator decided to take a risk with Jackson. Bellator believed that if Jackson were properly promoted and put in competitive fights, he could again generate the kind of public interest that drives ticket sales and viewership. In early 2013, Bellator and Jackson and his business manager, Anthony McGann, who is based in the U.K., began discussions about Jackson’s fighting exclusively for Bellator.

F. THE PARTIES ENTER INTO A FULLY INTEGRATED WRITTEN AGREEMENT

21. On May 29, 2013, Bellator and Jackson entered into a fully integrated written exclusive promotional agreement (the “Agreement”). Under the Agreement, Jackson agreed that Bellator would be his “exclusive Promoter of” his future fights and he granted Bellator “the exclusive unrestricted worldwide rights to secure, promote, arrange, present, coordinate, create and produce all MMA, martial arts, and unarmed combatant contests ... to be engaged in by” him “during the Term ...”¹ Under paragraph 11(B) of the Agreement, Jackson granted Bellator the “exclusive unrestricted, and irrevocable worldwide rights” to fully exploit and use to the fullest

¹ The following paragraphs of the Agreement confirm that Bellator is Jackson’s exclusive promoter. **Paragraph 2:** Jackson grants Bellator the “exclusive unrestricted worldwide rights” to promote his fights during the Term. **Paragraph 11:** Jackson grants to Bellator the “exclusive, unrestricted, and irrevocable worldwide rights” to the ancillary rights, as defined in the Agreement. **Paragraph 20(E):** Jackson agrees that he would not enter into any agreement or understanding, whether oral or written, that “might interfere with the provisions” in the Agreement.

extent possible Jackson's "names, images, likenesses" for the purpose of "advertising and/or promoting and/or exploiting" Bellator's events and brand.

22. Under Addendum B to the Agreement, executed on January 17, 2014, the Term of the Agreement commenced on May 29, 2013 -- the "Effective Date" of the Agreement. The Term of the Agreement shall end on the date when Jackson has participated in five fights promoted by Bellator "subsequent to execution of this Addendum B" Thus, Jackson was required to participate in five fights promoted by Bellator after January 17, 2014.² And since, as noted below, Jackson participated in one fight promoted by Bellator in November 2013, he is obligated to participate in a total of six fights promoted by Bellator under the Agreement.

G. BELLATOR'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT

23. Paragraph 3 of the Agreement provides that upon execution, Bellator shall purchase for Jackson "a 2013 Tesla Sport Automobile" as a "Signing Bonus." Addendum B of the Agreement also provides that upon execution, Bellator shall pay Jackson "an additional bonus of ... \$100,000.00." Addendum B of the Agreement also provides that Bellator had the sole "right to place any bout on either Pay-Per-View or on a Non-Pay-Per-View distribution platform." Addendum B of the Agreement also provides that Bellator agreed to pay Jackson a guaranteed purse for non-PPV fights of \$200,000.00 for his first fight, \$225,000.00 for his second, \$250,000.00 for his third, \$275,000.00 for his fourth, and \$300,000.00 for his fifth. Bellator agreed to pay Jackson between \$200,000.00 and \$450,000.00 for any PPV fight that Bellator chose to promote.³

² This provision modified Paragraph 14 of the Agreement which provided that the Term of the Agreement shall commence on May 29, 2013 and end on the later of: (i) "the date on which ... [Jackson] has participated in Five (5) Bouts" promoted by Bellator; or (ii) "Twenty-Four months after" May 29, 2013. This demonstrates the parties' intended that Jackson would fight in six fights for Bellator without regard to how long it took to satisfy his contractual obligation. Jackson was also entitled to additional PPV and gate bonus payments for his fights if certain requirements were met. Paragraph 4(A)(i) of the Agreement provides for Jackson to receive \$4.00 "for each pay-per-view ("PPV") buy over 190,000 buys for any telecast live event" in which Jackson participated. Paragraph 4(A)(ii) of the Agreement provides that Jackson shall "receive Thirty Percent (30%) 'Net Gate Receipts' or 'Net Site Receipts' actually received by" Bellator above "\$400,000.00 in 'Net Gate Receipts' or 'Net Site Receipts' actually received" by Bellator for any fight in which in which Jackson participated.

Addendum B of the Agreement also provides that Bellator would pay Jackson \$50,000.00 in the event that he did not receive a certain revenue amount from sponsorships.

24. Bellator purchased Jackson a Tesla for \$129,603.00, paid him his \$100,000.00 additional signing bonus, \$650,000.00 in purses for his fights and \$50,000.00 for sponsorships.

H. BELLATOR'S EXCLUSIVE RIGHT OF FIRST REFUSAL

25. Although the Term of the Agreement was for six fights, paragraph 24 of the Agreement provides Bellator the exclusive right to extend the term of the agreement based upon its exclusive right to negotiate with Jackson and its right of first refusal with respect to any offer that Jackson received either: (i) at the end of the Term; or (ii) if the agreement was terminated for any reason, including an alleged breach by Bellator, prior to the end of the Term.

26. Paragraph 24 (A) of the Agreement provides in relevant part:

A) Upon expiration of the Term, FIGHTER [Jackson] agrees to negotiate exclusively and in good faith with PROMOTER [Bellator] regarding the extension or renewal of the Term, for a period of thirty (30) days following expiration of the Term.

ii) For a period of twelve (12) months following the expiration of this thirty (30) day exclusive negotiation period, however, PROMOTER [Bellator] shall retain the exclusive right to match the material terms of any agreement offered to FIGHTER [Jackson] by any other promotional entity.

iii) During this twelve (12) month period, FIGHTER [Jackson] shall thus be under the strict obligation, without exception, to provide PROMOTER [Bellator] with written notice of any such offer from another promotional entity within five (5) day of FIGHTER's receiving said offer.

27. Paragraphs 24 (B - D) of the Agreement provide in relevant part:

B) If this Agreement is terminated for any reason, FIGHTER [Jackson] is thereafter permitted [to] negotiate with other promotional entities.

i) For a period of twelve (12) months following the termination of this Agreement, however, PROMOTER [Bellator] shall retain the exclusive right to match the material terms of any agreement offered to FIGHTER [Jackson] by any other promotional entity.

ii) During this twelve (12) month period, FIGHTER [Jackson] shall thus be under the strict obligation, without exception, to provide PROMOTER [Bellator] with written notice of any such offer from another promotional entity within five (5) day of FIGHTER's receiving said offer.

C) Written notice from FIGHTER to PROMOTER regarding any offers from other promotional entities ... shall contain the full details of the offer, including providing PROMOTER with a copy of the proposed contract provided to the FIGHTER by the offering promotional entity. Such written notice shall constitute an exclusive, irrevocable offer by FIGHTER to contract with PROMOTER on the same material terms and conditions as those in the offer made by the other promotional entity.

D) Once written notice ... is received by PROMOTER [Bellator], PROMOTER [Bellator] shall have fourteen (14) business days after receipt to either accept said offer by matching the offer's material terms or reject said offer. During these fourteen (14) days, FIGHTER [Jackson] is strictly prohibited from accepting any offer from any other promotional entity beside PROMOTER [Bellator].

I. OTHER RELEVANT PROVISIONS OF THE AGREEMENT

28. The Agreement also provides that: (i) Jackson agreed that he had the opportunity to obtain independent legal counsel and that he voluntarily entered into the Agreement; (ii) the Agreement is fully integrated, the parties did not rely upon any representations -- either oral or written -- not contained in the Agreement and the Agreement could not be modified without a writing; (iii) Jackson's services were "special, unique, unusual and extraordinary in character" and that Bellator would suffer irreparable harm and would be entitled to injunctive relief if he were to breach the Agreement; (iv) a disclosure of confidential information would be a violation of the Agreement and cause Bellator to suffer irreparable harm; (v) Bellator had sole and absolute

discretion with respect to promotion of Jackson's fights; and (vi) Bellator had a right to receive notice of an alleged breach and the right to cure any alleged breach.

Paragraph 39 (Voluntariness of Contract): Jackson acknowledges that "he has been given the opportunity to obtain independent legal advice, by counsel of his choosing, prior to executing this Agreement, and that his entry into this contract is entirely voluntary."

Paragraph 35 (Fully Integrated Agreement): the Agreement contains their "full and complete understanding" and shall "supersede all prior representations ... whether written or oral" and that they relied upon "no oral or written representations or understanding of any nature" except those in the Agreement and that the Agreement "may be modified only by a writing signed by both parties."

Paragraph 26 (Unique Services/Injunctive Relief): Jackson agrees that: (i) his services are "special, unique, unusual and extraordinary" in character; (ii) his services "have peculiar value which cannot be reasonably or adequately compensated by damages in action at law and could cause" Bellator "irreparable damages and injury;" and (iii) agrees "that injunctive relief is appropriate" in the event of a breach.

Paragraph 37 (Confidentiality): Jackson shall not disclose, nor permit his representatives to disclose, "any information with respect to the terms of this Agreement" and agrees that a violation of this provision could place Bellator "at a competitive disadvantage" and "subject him to causes of action for injunctive relief and/or for damages."

Paragraphs 12(B) and 12(D) (Bellator Has Full Discretion to Promote): Bellator may "promote" Jackson's fights "in any manner" it chooses and all fights "shall be on dates and at sites to be designated by" Bellator, in its "sole and absolute discretion."

Paragraph 23(F) (Bellator is Entitled to Notice of Alleged Breach): if Jackson believes that Bellator breached the Agreement -- other than failing to pay him -- he shall serve written notice to Bellator and Bellator shall have a period of forty five days after its receipt to cure.

J. BELLATOR PROMOTES THREE FIGHTS FOR JACKSON

29. Jackson has participated in three fights of his six-fight commitment with Bellator.

The first was against Joey Beltran in November 2013 and aired on Spike TV. The second fight was against Christian M'Pumbu in February 2014 and aired on Spike TV. The last fight was against Muahmmed "King Mo" Lawal in May 2014 and aired on PPV. Jackson won all three fights.

Bellator and its domestic and international distribution partners invested millions of dollars in order to promote and market Jackson and these fights.

30. Bellator promoted and marketed Jackson and these fights across the nation using Bellator's and Spike's platforms, including their websites, mobile apps for use on i-Phones and i-Pads, and their various social media sites, including Facebook, Twitter, YouTube and Instagram. Bellator also used: (i) grassroots marketing techniques to create fan interest and enthusiasm for the fight and Jackson in the area surrounding the chosen venues; (ii) off channel marketing, which included purchasing television advertising time from non-affiliated networks; and (iii) digital marketing on third party sites which included websites, social media platforms and search engine marketing ads. By way of example, Bellator paid over \$250,000.00 for one television commercial that aired on ESPN, a non-affiliated network, on May 16, 2014, during the NBA playoffs the night before the "King Mo" fight, as well as spent \$200,000.00 to secure the rights for the use of a Rolling Stones song in connection with its advertising of Jackson.

K. BELLATOR PROVIDES JACKSON WITH OTHER ENTERTAINMENT OPPORTUNITIES

31. In addition to setting forth the terms and conditions relating to Bellator's exclusive promotion of Jackson's fights, the Agreement expressly set forth additional "entertainment opportunities" that Bellator was required to offer to Jackson, including the production of a reality-based television program, film opportunities and other promotional opportunities in order to develop and promote Jackson's brand.

32. Paragraph 6 of the Agreement provides that Bellator "shall ... broadcast four (4) reality-based television program episodes featuring and focusing on" Jackson and that he would be paid \$35,000.00 per episode. Bellator performed as agreed and paid a production company approximately \$1,000,000.00 to produce a reality show "Rampage 4 Real" featuring Jackson and his lifestyle. Bellator aired four episodes of the show on Spike TV. The show focused on the daily

routines of Jackson and his friend and family during Jackson's preparation for one of his MMA fights. Jackson was paid a total of \$140,000.00 for his appearance on the show.

33. Paragraph 7 of the Agreement provides that Bellator "shall retain ... a screenwriter to work directly with" Jackson "to develop ... a treatment ... for a potential feature film project ... focused on" Jackson. Bellator again performed as agreed and engaged the services of a screenwriter -- selected by Jackson -- who worked with him to attempt to develop a screenplay concerning Jackson's idea for a movie.

34. Paragraph 7 of the Agreement also provides that Bellator shall secure "direct access to and communication with Paramount Pictures for the express purpose of attempting to develop film opportunities" for Jackson. Bellator again performed as agreed and introduced Jackson to the President of Paramount Film Group, Adam Goodman. Jackson was provided a tour of Paramount's grounds and met Goodman to discuss film opportunities for Jackson.

35. Paragraph 9 expressly provides that Jackson will make "a Red Carpet appearance" at the "MTV Video Music Awards" in 2013. Bellator arranged for the "Red Carpet" appearance at the MTV Video Music Awards at the Barclay's Center in Brooklyn, New York.

L. BELLATOR REBUILDS JACKSON'S IMAGE

36. Bellator's performance under the Agreement and its marketing and promotion of Jackson personally and his fights propelled him back to the top of the MMA world and made him relevant again in the MMA industry. To put it in perspective, Jackson lost his last three fights -- and four of his last five fights -- for UFC. His career was on a downward trajectory. He signed with Bellator and Bellator put him in competitive fights, put huge marketing dollars into his events, gave him cross-platform exposure on Spike TV, put him in a reality show that showcased his ostentatious life outside the cage, hired a writer to create a movie treatment for a vehicle in which he could star,

compensated him fairly, and made him relevant again in the MMA industry. Jackson's previous string of losses was essentially forgotten and Jackson was once again a powerful draw.

M. JACKSON ATTEMPTS TO RENEGOTIATE THE AGREEMENT

37. In June 2014, following his success in his third fight for Bellator and back on the top of the MMA world, Jackson attempted to renegotiate the Agreement with the then new president of Bellator, Scott Coker. McGann told Coker that Jackson "was not happy" with his deal with Bellator and that it needed to be changed. Because Jackson was -- and is -- extremely important to Bellator and its future plans, Coker agreed to discuss the Agreement with Jackson and McGann.

38. Among Jackson's complaints was his dissatisfaction with the fact that the PPV buy performance of the "King Mo" fight was under the threshold for PPV buys at which he would get a bonus payment. Jackson's view of his PPV potential was out of step with the current market realities. Indeed, the ratings for regular cable programming of MMA events have been very good, while PPV purchases have lagged significantly over prior years. By way of example, in 2014, UFC's PPV buys were reported to be down 40% from the year before.

39. Notwithstanding the general decline in viewership, although Jackson's PPV results were good, they were not sufficient to trigger a bonus payment under the paragraph 4(A)(i) of the Agreement. Because Jackson was very important to the Bellator brand, in June 2014, Bellator made a \$200,000.00 payment to him even though Bellator was not obligated to do so under the Agreement in order to resolve the concerns he and his manager were raising, including those regarding the "King Mo" fight. Jackson picked up the check himself at Coker's office.

40. During these numerous and lengthy discussions, Jackson acknowledged the Agreement but said that he only signed it because McGann had insisted that he do so. Jackson also explained that McGann was no longer representing him. However, after a few conversations with Jackson, McGann began to again negotiate on Jackson's behalf. Jackson's outrageous demands and

the burden of determining who was handling the negotiation on his behalf made it difficult to negotiate with him. In an effort to reach an amicable, and financially rational, resolution, Coker asked an MMA colleague, Mike Kogan, to assist in the negotiation to try to bridge the gap. That effort failed.

41. As Bellator considered how to respond to Jackson's ever increasing and convoluted demands, McGann began to say that he would go to the press about Bellator's supposed failures and that he would make public the details of the Agreement despite the fact that he was aware that the Agreement contained a strict confidentiality provision.

42. McGann also began to claim that Bellator had breached the agreement by failing to provide certain entertainment opportunities. This was patently false. Bellator had fully and completely performed under the Agreement. McGann also claimed that Bellator breached the agreement by not properly promoting the fights even though Bellator had absolute discretion with respect to promotion of Jackson's fights under paragraph 12 of the Agreement. Notwithstanding that discretion, Bellator and its partners have invested millions of dollars promoting these fights and the fights succeeded in restoring Jackson's tarnished image.

43. McGann also claimed that Bellator's former President, Bjorn Rebney, had made Jackson promises regarding Bellator's performance, including his compensation, the reality show, the screen play, the film making opportunities and the awards show. But all of those claims are contravened by the express terms of the Agreement which at paragraph 35 provides that the parties agree that the Agreement contains their "full and complete understanding" and shall "supersede all prior representations ... whether written or oral" and that they relied upon "no oral or written representations or understanding of any nature except as set forth in writing herein."

44. All of these allegations, of course, were not true as Bellator had fully and completely performed under the Agreement. Bellator negotiated in good faith and went above and beyond in

order to resolve Jackson's issues and maintain a good working relationship between the parties. In contrast, Jackson and McGann acted in bad faith by resorting to subterfuge in an attempt to force Bellator to give in to Jackson's outrageous demands or, as it turned out, so that Jackson could attempt to escape the Agreement based upon his trumped up claim of breach.

45. On October 15, 2014, McGann -- in one of his frequent and erratic emails -- for the first time after over four months of negotiation with Bellator, claimed that Bellator materially breached the Agreement by violating paragraph 4 of the Agreement -- which relates to Jackson's bonus payment based upon PPV buys for his fights. McGann asserted that Bellator had materially breached paragraph 4(A)(i)(2) of the Agreement because Jackson had not been provided a "summary report of pay-per-view buys" promptly after the "King Mo" fight.

46. But, shortly after the fight, Kevin Kay, President of Spike TV, told McGann the PPV results and explained to him that based upon these results Jackson was not entitled to a bonus payment under the Agreement. At that time, neither Jackson nor McGann asked Kay for a copy of any summary reports -- which are highly confidential and proprietary. Further, in June 2014, Kay publicly released the PPV results and those results -- which confirm that Jackson is not entitled to a bonus payment -- were thereafter widely reported by the media.

47. Moreover, while attempting to renegotiate the Agreement, McGann told Coker several times on the phone and in numerous e-mails that he was not subject to the confidentiality provision of the Agreement, notwithstanding that that provision binds Jackson and his representatives, including McGann. McGann also told Coker to send the summary reports directly to him and that it was his intention to make public all the details of the Jackson/Bellator relationship. Given these statements, and the highly confidential nature of the summary reports, Bellator was concerned that the summary reports would be disclosed by McGann in violation of the Agreement's confidentiality provisions.

N. JACKSON MATERIALLY BREACHES THE AGREEMENT

48. On November 21, 2014, McGann sent a purported Termination Notice on behalf of Jackson alleging that Bellator breached the Agreement, that Jackson is entitled to rescission of the Agreement and that Bellator violated paragraph 4(A)(i)(2) of the Agreement. After hearing that Jackson was speaking to UFC in violation of the Agreement, on December 4, 2014, Coker had a telephone call with Kirk Hendrick of UFC. Hendrick confirmed that UFC was negotiating with Jackson and that McGann told him that Jackson was a free agent. Coker told Hendrick that Jackson was under contract with Bellator and not a free agent. Hendrick asked Coker if Bellator could send a letter to UFC indicating that Jackson was under contract with Bellator. Coker then directed an e-mail be sent to UFC confirming that “it is Bellator’s position that Quinton Jackson is still under contract with us.” In response, UFC sent an e-mail stating “that the representations made to us on this subject are directly contrary to those set forth in your email. We will look into the matter and follow up with you if necessary.”

49. Soon thereafter, UFC announced that it has re-signed Jackson and set a fight between Jackson and Fabio Maldonado to be held on April 25, 2015, in Montreal, Canada. By opting to sign with UFC, Jackson materially breached the Agreement that Bellator would be his exclusive promoter and paragraph 11(B) which provides that Bellator has the exclusive right to use Jackson’s “names, images, likenesses” for the purpose of “advertising and/or promoting and/or exploiting” Bellator’s events and brand. Jackson also breached paragraph 24 of the Agreement, which provides that for twelve months following its termination, for any reason, Bellator has the exclusive right “to match the material terms of any agreement offered” to Jackson “by any other promotional entity” and that Jackson must provide Bellator “with written notice of any such offer from another promotional entity within five (5) days of ... receiving said offer,” by failing to provide Bellator with notice of, and the right to match, the offer he received and accepted from UFC.

O. JACKSON IRREPARABLY HARMS BELLATOR BY SIGNING WITH UFC

50. As he agreed under paragraph 26 of the Agreement, Jackson's breach of the Agreement and his abrupt defection to UFC has caused, and will continue to cause, harm to Bellator that goes far beyond economic losses. To be sure, Bellator and its partners have invested millions of dollars promoting Jackson's fights and Jackson himself. Bellator rebuilt Jackson's brand and put him back on top of his chosen sport. Those losses are significant. But the non-economic harm Bellator will suffer is far more serious.

51. The departure of an MMA star while still under contract with a promoter sends ripples through the industry. Other fighters and their managers take this kind of seismic disruption as a cue that they and their fighters can simply ignore their contracts and likewise bolt for a perceived better opportunity if one seems possible. Managers have informed Bellator that if Jackson is allowed to walk away from his contract, other fighters will do the same.

52. The MMA social networking sphere is filled with negative chatter about Bellator simply because Jackson took the precipitous action that he did and has said the things he has said. By way of example, on November 17, 2014, before McGann sent his purported Notice of Termination, Jackson tweeted that he should have stayed with UFC: "u should just stay with the devil you know" and on December 21, 2014, Jackson tweeted "Official statement on my UFC signing and what happening at Rampage.Jackson.com (so Scott Coker can shut up)". That chatter has ramifications in fan loyalty and damages the Bellator brand. Jackson himself has used social media to denigrate Bellator and its honesty and business practices. Bellator is on an upward trajectory and the departure of one of its top talents makes Bellator look small-time in an industry where perception is everything and injures Bellator.

53. In addition, Bellator was poised to put Jackson into a fight against Bellator's other top star, Tito Ortiz, in the near future. That fight had been postponed due to an injury to Ortiz.

That fight is one of the most highly anticipated fights in MMA and would have been a huge fight for Bellator. The loss of that fight injures Bellator in ways that are simply incalculable. That fight would have propelled Bellator to a new level in the MMA world with a commensurate increase in stature, reputation and brand awareness. Its loss, if Jackson does not fulfill his contractual obligations to Bellator, will cause damage to Bellator that cannot be compensated.

54. Under the Agreement, Bellator bought Jackson a new car worth \$129,603.00 and paid him \$940,000.00 in signing bonuses, purses, sponsorship payment and his appearance on the reality show. Jackson also received the non-contractual payment of \$200,000.00. Bellator and its partners also invested millions of dollars in order to promote and market Jackson and his fights.

55. Yet Jackson now, in the middle of his contract, and having completed only three fights of his six-fight commitment and after attempting to extract more money from Bellator, purports to alter the status quo by abandoning his obligations and fighting for Bellator's biggest competitor, UFC. Jackson wants to deprive Bellator of the benefits of his unique services in the middle of his commitment, after Bellator rebuilt his reputation in the MMA industry and linked its future with his continued performance.

56. Jackson has also breached his contractual commitment by failing to give Bellator written notice of, and the exclusive right to match, the offer he received from UFC. Jackson expressly agreed that his services are "special, unique, unusual and extraordinary in character" and "in the event of a breach," Bellator would suffer "irreparable damage and injury" and be entitled to "injunctive relief." Without an injunction, Bellator will suffer irreparable harm to its business and reputation.

COUNT ONE
(BREACH OF CONTRACT)

57. Bellator hereby incorporates by reference, as if fully set forth again, each allegation of paragraphs 1 through 56 and makes them a part hereto as though set forth more particularly herein.

58. Bellator and Jackson entered into the Agreement.

59. Under the Agreement, Jackson agreed that Bellator would be his “exclusive Promoter of” his future fights and he granted Bellator “the exclusive unrestricted worldwide rights to secure, promote, arrange, present, coordinate, create and produce all MMA, martial arts, and unarmed combatant contests ... to be engaged in by” him “during the Term” of the Agreement.

60. The Agreement further provides that for twelve months following its termination, Bellator has the exclusive right “to match the material terms of any agreement offer” made to Jackson by any promotional entity” and that Jackson must provide Bellator “with written notice of any such offer from another promotional entity within five (5) days of receiving said offer.” The Agreement further provides that Bellator “shall have fourteen days after receipt to either accept said offer by matching the offer’s material terms or reject said offer” and during these fourteen days, Jackson is “prohibited from accepting any offer from any other promotional entity beside” Bellator.

61. During the Terms of the Agreement, UFC announced that it had entered into a promotional agreement with Jackson.

62. Jackson is scheduled to fight Fabio Maldonado on April 25, 2015 in a UFC-promoted fight

63. Jackson has materially breached the Agreement.

64. Bellator has fully complied with its obligations under the Agreement.

65. As a direct and proximate result of Jackson’s material breach, Bellator has suffered immediate, irreparable and continuing damages for which there is no adequate remedy at law.

Unless and until Jackson is enjoined from breaching the Agreement, Bellator will continue to suffer damage.

WHEREFORE, plaintiff Bellator Sport Worldwide, LLC respectfully demands judgment as follows:

- (a) preliminary and permanent injunctive relief, including but not limited to, an order enjoining defendant Quinton “Rampage” Jackson from, directly or indirectly, negotiating with, or fighting for any MMA promoter, including but not limited to the Ultimate Fighting Championship, during the term of his exclusive contract to fight on behalf of plaintiff Bellator Sport Worldwide, LLC; and
- (b) preliminary and permanent injunctive relief, including but not limited to, an order enjoining defendant Quinton “Rampage” Jackson from fighting for the Ultimate Fighting Championship or any other MMA promoter on April 25, 2015 against Fabio Maldonado in Montreal, Canada; and
- (c) damages in an amount to be determined at trial, together with attorneys’ fees, costs of suit, and such other and further relief as the Court deems just and reasonable.

COUNT TWO

(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)

66. Bellator hereby incorporates by reference, as if fully set forth again, each allegation of paragraphs 1 through 65 and makes them a part hereto as though set forth more particularly herein.

67. Jackson was a fighter for UFC. Jackson lost his last three fights for UFC. Jackson's agreement with UFC ended.

68. Bellator believed that Jackson was still a top fighter and decided to rebuild his image by putting him in front of Bellator's audience.

69. Bellator and Jackson entered into the Agreement. Under the Agreement, Jackson agreed that Bellator would be the exclusive promoter for a Term of six fights, and agreed to provide notice of any offer that he received from any other MMA promoter either at the end of the Term of the Agreement or if the Agreement ended for any reason prior to the end of the Term.

70. Bellator performed under the Agreement. Jackson, after greatly benefitting from Bellator's performance, attempted to renegotiate the Agreement, even though the Agreement was still valid with two additional fights yet to be performed in the Term of the Agreement.

71. After his renegotiation efforts failed, Jackson falsely claimed that Bellator had breached the Agreement and purported to terminate the Agreement. Thereafter, Jackson agreed to fight on behalf of Bellator's main competitor, UFC, without providing notice to Bellator as he was required to do under the Agreement.

72. As a result of the aforementioned conduct, Jackson has materially breached the implied covenant of good faith and fair dealing under the Agreement by acting with improper motive in order to prevent Bellator from receiving the benefits of the Agreement and by improperly and in bad faith purporting to terminate the Agreement.

73. As a direct and proximate result of Jackson's material breach, Bellator has suffered immediate, irreparable and continuing damages for which there is no adequate remedy at law. Unless and until Jackson is enjoined from breaching the Agreement, Bellator will continue to suffer damage.

WHEREFORE, plaintiff Bellator Sport Worldwide, LLC respectfully demands judgment as follows:

(a) preliminary and permanent injunctive relief, including but not limited to, an order enjoining defendant Quinton "Rampage" Jackson from, directly or indirectly, negotiating with, or fighting for any MMA promoter, including but not limited to the Ultimate Fighting Championship, during the term of his exclusive contract to fight on behalf of plaintiff Bellator Sport Worldwide, LLC; and

(b) preliminary and permanent injunctive relief, including but not limited to, an order enjoining defendant Quinton "Rampage" Jackson from fighting for the Ultimate Fighting Championship or any other MMA promoter on April 25, 2015 against Fabio Maldonado in Montreal, Canada; and

(c) damages in an amount to be determined at trial, together with attorneys' fees, costs of suit, and such other and further relief as the Court deems just and reasonable.

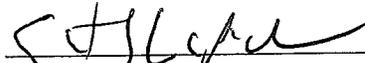
Dated: March , 2015

BLANK ROME LLP

301 Carnegie Center, 3rd Floor
Princeton, New Jersey 08540
(609) 750-2644

Attorneys for plaintiff Bellator Sport Worldwide, LLC

By:


Seth Lapidow, Esq.

CERTIFICATION PURSUANT TO RULE 4:5-1(B) AND (C)

I hereby certify that, pursuant to Rule 4:5-1(b), the matter in controversy is not the subject of any other action pending in any court, or of a pending arbitration proceeding, nor is any action or arbitration proceeding contemplated. I further certify that I know of no other parties who should be joined in this action pursuant to Rule 4:28 or who are subject to joinder pursuant to Rule 4:29-1(b) because of potential liability to any party on the basis of the same transaction facts.

I further certify that, pursuant to Rule 4:5-1(c), confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Dated: March 10, 2015

BLANK ROME LLP

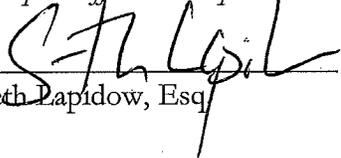
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(609) 750-2644

Attorneys for plaintiff Bellator Sport Worldwide, LLC

By:


Seth Lapidow, Esq.

VERIFICATION

I, Scott Coker, of full age, do hereby certify that I have reviewed the foregoing Verified Complaint and know the contents thereof, and believe the same to be based upon my personal knowledge. I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



March 2, 2015