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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

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12

13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**

15  
16 FIGHTERS INCORPORATED,  
LLC, a Nevada Limited Liability  
17 Company,

18 Plaintiff,

19 vs.

20  
21 ELECTRONIC ARTS INC., a  
Delaware Corporation,  
22 Defendant.  
23

CASE NO. **CV09-6389 SJO VBK**

**COMPLAINT FOR:**

**1) VIOLATIONS OF THE LANHAM  
ACT, 15 U.S.C. §§ 1051, et seq.**

**2) INTENTIONAL INTERFERENCE  
WITH CONTRACT**

**3) VIOLATIONS OF THE RIGHT OF  
PUBLICITY**

DEMAND FOR JURY TRIAL

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COMPLAINT

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1 Plaintiff Fighters Incorporated, LLC (“Fighters Inc.” or “Plaintiff”), by its  
2 undersigned counsel, brings the following Complaint against Defendant Electronic Arts  
3 Inc. (“EA” or “Defendant”) and alleges as follows:

#### 4 INTRODUCTION

5 1. This lawsuit arises out of EA’s knowingly unlawful use of professional  
6 boxers’ names, likenesses, and other biographical information (collectively, “Images”) in  
7 a video game it produced and distributed around the world. Despite knowing that  
8 Fighters Inc. owns the worldwide exclusive rights to current and former world champion  
9 professional boxers’ Images for exploitation on or in conjunction with retail or  
10 promotional products (including specifically, video games) using three or more of the  
11 Fighters Inc. boxers, EA has used at least three such boxers’ Images in its video game  
12 “Fight Night Round 4” without obtaining the right to do so from Fighters Inc. In fact,  
13 after it was told that Fighters Inc. had the exclusive rights to license the Images, EA,  
14 through Sandy Sandoval, the EA executive in charge of talent relations, confirmed that  
15 EA would not use the images. Then, notwithstanding its express representation to the  
16 contrary, it used the Images of at least three Fighters Inc. boxers in the video game  
17 without seeking or obtaining Fighters Inc.’s permission. Mr. Sandoval dared Fighters Inc.  
18 to sue EA, suggesting EA was too big and powerful to challenge in court.

19 2. EA compounded its unlawful use of the Images by inducing several Fighters  
20 Inc. boxers to breach their Group License Agreements (“GLAs”) with Fighters Inc.  
21 Through Mr. Sandoval, EA dangled money in front of six or more individual boxers and,  
22 on information and belief, informed them that they could earn more money by breaching  
23 their agreements with Fighters Inc. and purporting to directly license their images to EA  
24 than by honoring their written agreements. While several Fighters Inc. boxers resisted  
25 this temptation and informed EA that it would have to go through Fighters Inc., others  
26 were induced to breach their agreements based on the promise of quick and easy money,  
27 threatening the very existence of Fighters Inc., and interfering with the livelihood of all  
28 of the other Fighters Inc. boxers.

1 3. By acting as described above, EA has violated Section 3344 of the  
2 California Civil Code. In addition, because Fighters Inc. owns the worldwide exclusive  
3 group rights to these boxers Images for use in commercial products such as video games,  
4 EA has falsely suggested to consumers that Fighters Inc. is affiliated with, endorses or  
5 sponsors EA's "Fight Night Round 4" game, to the detriment of Fighters Inc.  
6 Accordingly, EA has violated Section 43(a) of the Lanham Act. Finally, by inducing  
7 several Fighters Inc. boxers to breach the terms of their written agreements with Fighters  
8 Inc., EA is liable for tortious interference with contract.

9 **PARTIES**

10 4. Plaintiff Fighters, Inc. is a Nevada Limited Liability Corporation, with its  
11 principal place of business in Venice, California and is qualified and licensed to do  
12 business in the State of California and does business in the State of California and in this  
13 District.

14 5. Defendant EA is a Delaware Corporation with its principal place of business  
15 in Redwood City, California, and is qualified and licensed to do business in the State of  
16 California and does business in the State of California and in this District.

17 **JURISDICTION AND VENUE**

18 6. This Court has jurisdiction over the subject matter of this action pursuant to  
19 the Lanham Act, 15 U.S.C. §1121, and 28 U.S.C. §§ 1331 and 1338, and under the  
20 principles of supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

21 7. This Court has personal jurisdiction over EA because EA maintains its  
22 principal place of business in California, and solicits, transacts and is doing business  
23 within this judicial District. Accordingly, venue is proper in this District under 28 U.S.C.  
24 §§ 1391(b) and (c).

25 **FACTUAL ALLEGATIONS**

26 **Background and Formation of Fighters Inc.**

1 8. Since on or about February 12, 2004, Chip Meyers (“Meyers”), the  
2 Managing Member of Fighters Inc., has been pursuing a business plan to better organize  
3 the sport of boxing and better protect the participants in the sport.

4 9. To that end, Meyers formed ProBout, LLC (“ProBout”) to launch a global  
5 professional boxing league. ProBout intends to develop revenue streams that are not  
6 currently available to boxers due to the lack of structure of the sport, and to increase  
7 revenues by delivering boxing content to a more mainstream audience.

8 10. One aspect of Meyers’ boxing league consolidation plan was to form a  
9 group licensing entity for boxers, similar to the successful NFL Players Association’s  
10 licensing entity, Players, Inc. Accordingly, in January 2007, Meyers formed Fighters Inc.  
11 as group licensing entity for top boxers to leverage group rights with potential licensees.  
12 Meyers is the sole managing member of Fighters Inc.

13 11. Pursuant to the Operating Agreement and business plan for Fighters Inc., the  
14 participating boxers all signed a Group Licensing Agreement (“GLA”) modeled on the  
15 NFL Players, Inc. agreement. Attached hereto as Exhibit 1 is a true copy of the GLA.

16 12. Pursuant to the GLA, Fighters Inc. has the worldwide exclusive right to  
17 license and exploit, among other things, Fighters Inc. boxers’ Images in products that  
18 feature three or more Fighters Inc. boxers. Fighters Inc. provides a new and previously  
19 unavailable income stream to professional boxers as a group, based on group licensing  
20 revenue. Thus, Fighters Inc. boxers are still free to independently exploit themselves in  
21 products that feature only that boxer, or less than three Fighters Inc. boxers.

22 13. Fighters Inc. first began signing boxers in January 2007. Since that time,  
23 Fighters Inc. has successfully marketed Fighters Inc. boxers to various companies. For  
24 example, Fighters Inc. has licensed boxers for a video game and for trading cards.

25 14. Generally, each Fighters Inc. boxer shares revenues of licensing deals  
26 equally, and Fighters Inc. reserves between 15-20% of the total licensing revenue to fund  
27 its operations. Fighters Inc. has communicated this revenue structure to every Fighters  
28 Inc. boxer, and each boxer has approved of this payment structure.

1 15. A true copy of the current roster of boxers who have signed the GLA is  
2 attached hereto as Exhibit 2. Each Fighters Inc. boxer is a current or former world  
3 champion.

4 **EA's Interference with Fighters Inc.'s GLA**

5 16. Defendant EA is the global leader in sports video games. It manufactures  
6 and sells some of the most prominent sports video games, including the highly-popular  
7 "Madden NFL" franchise. Games such as "Madden NFL" feature NFL players and other  
8 games based on team sports feature players in those sports. To legally exploit the names  
9 and likenesses of professional sports players, EA must secure the rights to do so. For  
10 example, to license the names and likenesses of NFL players, Fighters Inc. is informed  
11 and believes that EA has obtained rights from the NFL's group licensing entity, Players,  
12 Inc. Sandoval and EA are well aware of these group requirements and Sandoval's  
13 primary job responsibility is, on information and belief, to secure group licensing rights  
14 from professional organizations for use in various EA video games.

15 17. As EA's Director of Talent Relations and EA's executive in charge of  
16 securing rights to exploit the names and likenesses of talent or athletes in EA games,  
17 Sandoval's responsibilities include securing the rights to use the names and likenesses of  
18 professional athletes in, at a minimum, the National Football League, Major League  
19 Baseball and the National Basketball Association. Upon information and belief, each of  
20 these professional sports leagues (or their player unions) license the right to use the  
21 names and likenesses of professional athletes through group licensing programs or  
22 entities substantially similar to that of Fighter's Inc.

23 18. EA manufactures and sells a series of video games based on professional  
24 boxing called "Fight Night." On or about June 30, 2007, Meyers and Sandoval spoke in  
25 detail about Fighters Inc. and the fact that it had been formed as an exclusive group  
26 licensing entity. During that conversation, Meyers and Sandoval discussed the  
27 possibility that EA would be creating a new video game in its "Fight Night" series down  
28

1 the road, and Sandoval remarked that he would contact Meyers if and when EA began  
2 production on a new game.

3 19. In early 2008, EA began trying to secure certain boxers' permission to be  
4 featured in EA's upcoming boxing game. EA contacted several Fighters Inc. boxers and  
5 was told that they were part of Fighters Inc., and that EA would have to secure rights  
6 through Fighters Inc.

7 20. On March 18, 2008, Meyers sent an e-mail to Sandoval stating: "It has  
8 come to my attention that possibly you have interest in utilizing some of the boxers in  
9 Fighters Inc. for future Fight Night games. As discussed previously, all of these fighters  
10 are bound by a group licensing agreement so if you are interested in any of them it must  
11 come through Fighters Inc and the group must be used." Minutes later, Sandoval replied,  
12 "you will need to send me your list of boxers you have under contract." Meyers  
13 immediately e-mailed to Sandoval the complete Fighters Inc. roster as of that date. The  
14 roster included 32 boxers, among them Kelly Pavlik, Jorge Arce and Fernando Montiel  
15 (the three boxers that Sandoval nevertheless used in the video game after doing an end  
16 run around Fighters Inc.). A true copy of this March 18, 2009 e-mail chain is attached  
17 hereto as Exhibit 3.

18 21. On or about April 8, 2008, EA informed Fighters Inc. that it was not  
19 interested in pursuing a license at that time, and that it would not be using any of the  
20 Fighters Inc. boxers in its upcoming boxing video game.

21 22. Fighters Inc. is informed and believes and thereon alleges that, after EA  
22 informed Fighters Inc. that it was not interested in pursuing a license with Fighters Inc.,  
23 EA continued to pursue separate license agreements with many of the Fighters Inc.  
24 boxers, including Kelly Pavlik, Jorge Arce, Fernando Montiel, Andre Berto, Andre Ward  
25 and Edison Miranda.

26 **EA Releases "Fight Night Round 4" Featuring Fighters Inc. Boxers Without The**  
27 **Required License**

28

1 23. On or about June 23, 2009, EA released "Fight Night Round 4" worldwide  
2 for the Xbox and Play Station 3 gaming consoles. The game features Fighters Inc.  
3 boxers Kelly Pavlik, Jorge Arce and Fernando Montiel (hereinafter "Fighters").

4 24. EA never obtained Fighters Inc.'s permission to exploit the Images of any of  
5 the Fighters in the game notwithstanding that, as discussed above, Sandoval and EA  
6 knew that the Fighters are members of Fighters Inc. and that Fighters Inc. has exclusive  
7 rights to license their Images.

8 25. Fighters Inc. is informed and believes and thereon alleges that at Fighters  
9 Inc.'s expense, EA has sold approximately 1.4 million units of the "Fight Night Round 4"  
10 videogame, totaling approximately \$77 million in revenues.

11 26. The above-mentioned acts were done in an intentional, willful, malicious,  
12 and oppressive manner in conscious disregard of Fighters Inc.'s rights.

13 **Harm to Fighters Inc. And Risk Of Further Unauthorized Exploitation**

14 27. EA's unauthorized exploitation of three or more Fighters Inc. boxers'  
15 Images in "Fight Night Round 4" has irreparably harmed Fighters Inc.'s reputation and  
16 good will among its current boxers, potential other boxers and in the boxing and sports  
17 industries.

18 28. EA has also deprived Fighters Inc. of the licensing revenue it otherwise  
19 would have received if EA had properly licensed the Fighters' Images for "Fight Night  
20 Round 4." EA has thereby profited at the expense of Fighters Inc.

21 29. EA's use of the Fighters' Images directly increased the profits that EA  
22 reaped from the "Fight Night Round 4" game, and Fighters Inc. is also entitled to any  
23 profits from the unauthorized use of Fighters' Images that are attributable to such use.

24 30. Fighters Inc.'s intellectual property interest in its boxers Images is unique,  
25 and cannot be adequately compensated by money damages. Moreover, by seizing for  
26 itself the use of three or more Fighters Inc. boxers in its video game, EA has undermined  
27 the value of all future licensing and endorsement opportunities for Fighters Inc., and  
28 threatened its existence and viability.

1 31. In addition, Fighters Inc. is informed and believes and thereon alleges that,  
2 despite its knowledge of the GLA and Fighters Inc. roster, EA continues to irreparably  
3 harm Fighters Inc.'s goodwill and reputation by continuing to approach Fighters Inc.  
4 boxers, including but not limited to Andre Berto and Andre Ward, to sign them up for a  
5 planned downloadable updates to "Fight Night Round 4" that will include more boxers.

6 32. Unless enjoined by this Court, EA will continue these acts, thereby causing  
7 Fighters Inc. further immediate and irreparable harm.

8 **COUNT I**

9 **VIOLATIONS OF THE LANHAM ACT**

10 33. Fighters Inc. realleges and incorporates by reference paragraphs 1-31 of this  
11 Complaint.

12 34. As set forth in the GLA attached hereto as Exhibit 1, Fighters Inc. is the  
13 owner of the "worldwide exclusive right to use and to grant to persons, firms or  
14 corporations (collectively 'Licensees') the right to use [fighter's] name, signature  
15 facsimile, voice, picture, photograph, likeness, and/or biographical information  
16 (collectively 'image') in group licensing programs."

17 35. Group licensing programs under the GLA include any product in which a  
18 licensee utilizes a total of three or more Fighters Inc. boxers.

19 36. EA's use of the name and likenesses of the Fighters in connection with its  
20 "Fight Night Round 4" game creates the false express and implied representation that EA  
21 and "Fight Night Round 4" is associated with, and/or is sponsored or endorsed by  
22 Fighters Inc. in such a manner as to create a likelihood of confusion among the relevant  
23 public, including other Fighters Inc. boxers, thereby inducing the belief that, contrary to  
24 fact, EA and "Fight Night Round 4" are sponsored or otherwise approved by or  
25 connected with Fighters Inc.

26 37. EA's conduct constitutes false advertising, false endorsement, false  
27 association and false representations in commerce within the meaning of Section 43(a) of  
28 the Lanham Act, 15 U.S.C. § 1125(a).

1 38. Further, EA's use of the Fighters Inc. boxers' Images constitutes unfair  
2 competition entitling Fighters Inc. to remedies afforded pursuant to Section 43(a) of the  
3 Lanham Act, 15 U.S.C. § 1125(a).

4 39. EA's acts have damaged and impaired Fighters Inc.'s property interest in its  
5 boxers' Images, and Fighters Inc.'s goodwill and reputation with its current and potential  
6 boxers, to Fighters Inc.'s immediate and irreparable damage. Unless enjoined by this  
7 Court, EA will continue these acts, thereby causing Fighters further immediate and  
8 irreparable harm.

9 40. EA continues to, and unless restrained, will continue to, improperly use  
10 Images owned by Fighters Inc. in derogation of Fighters' Inc's exclusive rights under the  
11 GLA. Damages cannot provide full or adequate relief because they cannot completely  
12 compensate for the injury to Fighters, Inc.'s business reputation and goodwill or the lost  
13 opportunities associated with losing the right to organize and control the exploitation of  
14 the Fighters Inc. boxers' Images.

15 41. The above-mentioned acts were done in an intentional, willful, malicious,  
16 and oppressive manner in conscious disregard of Fighters Inc.'s rights. Accordingly,  
17 Fighters Inc. is entitled to three times the amount of actual damages and any profits of  
18 Defendant that are attributable to the use of the unauthorized Images in amounts to be  
19 proven at trial.

20 42. Fighters Inc. is also entitled to its attorneys' fees.

21 **COUNT II**

22 **INTENTIONAL INTERFERENCE WITH CONTRACT**

23 43. Fighters Inc. realleges and incorporates by reference paragraphs 1-41 of this  
24 Complaint.

25 44. Before it purported to obtain direct licenses from them, Defendant EA knew  
26 of the GLA existing between Fighters Inc. and the Fighters.

27 45. Despite EA's knowledge of the GLA and Fighters Inc. exclusive worldwide  
28 rights to the Fighters' Images, EA approached the Fighters (and others) with the intent of

1 causing them to separately license their Images to EA for its "Fight Night Round 4"  
2 video game and intentionally induce them to breach their agreements with Fighters Inc.  
3 The Fighters purported to grant EA rights exclusively owned by Fighters Inc. As a  
4 result, EA intentionally induced the Fighters to breach their GLAs with Fighters Inc.

5 46. The "Fight Night Round 4" game includes the Images of the Fighters in  
6 violation of the GLA and Fighters Inc.'s exclusive worldwide right to those Images.

7 47. As a proximate result of EA's conduct and interference, Fighters Inc. has  
8 been irreparably damaged in that Fighters Inc.'s goodwill and reputation with its current  
9 and potential boxers, and among the boxing and sports worlds generally, has been  
10 substantially impaired. Moreover, Fighters Inc. has been further damaged in at least the  
11 amount of revenues that were paid directly to the Fighters for the use of their Images.

12 48. The above-mentioned acts were done in an intentional, willful, malicious,  
13 and oppressive manner in conscious disregard of Fighters Inc.'s rights. Fighters Inc. is  
14 therefore entitled to punitive damages.

15 49. EA continues to, and unless restrained, will continue to, interfere with  
16 Fighters Inc.'s relationships with its other boxers and induce other boxers to breach their  
17 agreements with Fighters Inc. by separately licensing their Images to EA. Damages  
18 cannot provide full or adequate relief because they cannot completely compensate for the  
19 injury to Fighters, Inc.'s business reputation and goodwill or the lost opportunities  
20 associated with losing the right to organize and control the exploitation of the Fighters  
21 Inc. boxers' Images.

22 50. Fighters Inc. is therefore entitled to preliminary and permanent injunctive  
23 relief enjoining EA from further exploitation of Fighters Inc. boxers' images in its  
24 videogames and downloadable updates.

25 **COUNT III**

26 **VIOLATION OF THE STATUTORY AND COMMON LAW RIGHT OF**

27 **PUBLICITY**

1 51. Fighters Inc. realleges and incorporates by reference paragraphs 1-49 of this  
2 Complaint.

3 52. By releasing "Fight Night Round 4," which contains the Images of the  
4 Fighters, EA knowingly and without Plaintiff's prior consent, violated Plaintiff's  
5 worldwide exclusive rights to those Fighters' Images in violation of California Civil  
6 Code § 3344 and the California common law.

7 53. EA's misappropriation of Fighters Inc.'s rights was for the commercial  
8 purpose of including the Fighters in EA's "Fight Night Round 4" video game.

9 54. As a proximate result of the above-described misappropriation of Fighters  
10 Inc.'s exclusive rights, EA has deprived Fighters Inc. of the licensing revenue it  
11 otherwise would have received if EA had properly licensed the Fighters' Images for  
12 "Fight Night Round 4," and has profited at the expense of Fighters Inc. Therefore,  
13 pursuant to Section 3344(a) of the California Civil Code, Fighters Inc. is entitled to  
14 recover its actual damages arising from EA's violation of Fighters Inc.'s rights of  
15 publicity in addition to any profits from the unauthorized use of Fighters Inc.'s exclusive  
16 rights to the Fighters' Images that are attributable to that use.

17 55. The above-mentioned acts were done in an intentional, willful, malicious,  
18 and oppressive manner in conscious disregard of Fighters Inc.'s rights. Fighters Inc. is  
19 therefore entitled to punitive damages.

20 56. EA continues to, and unless restrained, will continue to, interfere with  
21 Fighters Inc.'s relationships with its other boxers and induce other boxers to breach their  
22 agreements with Fighters Inc. by separately licensing their Images to EA. Damages  
23 cannot provide full or adequate relief because they cannot completely compensate for the  
24 injury to Fighters, Inc.'s business reputation and goodwill or the lost opportunities  
25 associated with losing the right to organize and control the exploitation of the Fighters  
26 Inc. boxers' Images.

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1 57. Fighters Inc. is therefore entitled to preliminary and permanent injunctive  
2 relief enjoining EA from further exploitation of Fighters Inc. boxers' images in its video  
3 games and downloadable updates.

4 58. Pursuant to California Civil Code Section 3344(a), Fighters Inc. is also  
5 entitled to its attorneys' fees and costs.

6  
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

9 **On the First Cause of Action (Violations of Section 43(a) of the Lanham Act)**

- 10 1. For actual damages and any profits of Defendant in an amount to be  
11 determined at trial, believed to be in excess of \$5 million, which should be trebled to at  
12 least \$15 million;
- 13 2. For a preliminary and permanent injunction enjoining EA from any further  
14 exploitation of "Fight Night Round 4" and Fighters Inc. boxers' Images ;
- 15 3. For attorneys' fees

16 **On the Second Cause of Action (Intentional Interference with Contract)**

- 17 1. For actual damages in an amount to be determined at trial, in excess of this  
18 Court's jurisdictional minimum and believed to be in excess of \$5 million;
- 19 2. For punitive damages in an amount sufficient to punish and deter EA;
- 20 3. For a preliminary and permanent injunction enjoining EA from any further  
21 exploitation of "Fight Night Round 4" and Fighters Inc. boxers' Images.

22 **On the Third Cause of Action (Violation of the Right of Publicity)**

- 23 1. For statutory damages in an amount to be determined at trial;
- 24 2. For actual damages and any profits attributable to the use of Fighters Inc.'s  
25 boxers' Images, believed to be in excess of \$5 million;
- 26 3. For punitive damages in an amount sufficient to punish and deter EA;
- 27 4. For a preliminary and permanent injunction enjoining EA from any further  
28 exploitation of "Fight Night Round 4" and Fighters Inc. boxers' Images;

5. For attorneys fees;

**On Each and Every Cause of Action**

- 1. For judgment in favor of Plaintiff and against Defendant;
- 2. For interest to the fullest extent allowed by law;
- 3. For attorneys' fees and costs allowed by law; and
- 4. For such other relief as the Court deems just and proper.

DATED: September 2, 2009

GREENBERG TRAURIG, LLP

By 

Jeff E. Scott  
Jordan D. Grotzinger  
Wendy M. Mantell

Attorneys for Plaintiff  
Fighters Inc., LLC

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule 38(b), Plaintiff hereby demands a jury trial on all issues so triable that are raised by this Complaint.

DATED: September 2, 2009

GREENBERG TRAURIG, LLP

By 

Jeff E. Scott  
Jordan D. Grotzinger  
Wendy M. Mantell

Attorneys for Plaintiff  
Fighters Inc., LLC

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**EXHIBIT 1**

**GROUP LICENSING AGREEMENT BETWEEN FIGHTER AND FIGHTERS INCORPORATED**

Fighter hereby assigns to Fighters Incorporated and its licensing affiliates, if any, the worldwide exclusive right to use and to grant to persons, firms, or corporations (collectively licensees") the right to use his name, signature facsimile, voice, picture, photograph, likeness, and/or biographical information (collectively "image") in group licensing programs. Group licensing programs are defined as those licensing programs in which a licensee utilizes a total of three (3) or more Fighters Incorporated player images on or in conjunction with products (including, but not limited to, trading cards, clothing, videogames, computer games, collectibles, internet sites, fantasy games, etc.) that are sold at retail or used as promotional or premium items. Fighter retains the right to grant permission to a licensee to utilize his image if that licensee is not concurrently utilizing the images of three (3) or more other Fighters Incorporated fighters on products that are sold at retail or are used as promotional or premium items. If Fighters' inclusion in a particular Fighters Incorporated program is precluded by an individual exclusive endorsement agreement, and Fighter provides Fighters Incorporated with timely written notice of that preclusion, Fighters Incorporated will exclude Fighters from that particular program. Fighters Incorporated will use its best efforts to promote the use of fighters' images in group licensing programs, to provide group licensing opportunities to all Fighters Incorporated fighters, and to ensure that no entity utilizes the group licensing rights granted to Fighters Incorporated without first obtaining a license from Fighters Incorporated. This agreement shall be construed under California law without reference to conflicts of law principles. The assignment in this document shall expire on Dec. 31, 2012.

Jose Arce  
FIGHTER/Name and Signature

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Telephone Number

05/05/07  
Date

**EXHIBIT 2**

**FIGHTERS INC MEMBERS**

*Current*

Kelly Pavlik

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=15844](http://www.boxrec.com/boxer_display.php?boxer_id=15844)

USA, 25, 31-0

<http://youtube.com/watch?v=mLmPAImEpPI>

Edison Miranda

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=037138](http://www.boxrec.com/boxer_display.php?boxer_id=037138)

Colombia, 26, 28-2

<http://youtube.com/watch?v=OQdnP1y3za4>

Shannon Briggs

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=4629](http://www.boxrec.com/boxer_display.php?boxer_id=4629)

USA, 35, 48-5

<http://youtube.com/watch?v=LJNAKomvFE4>

Samuel Peter

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=32364](http://www.boxrec.com/boxer_display.php?boxer_id=32364)

Nigeria, 26, 28-1

[http://youtube.com/watch?v=wGpu\\_KU0uY8](http://youtube.com/watch?v=wGpu_KU0uY8)

Juan Diaz

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=29486](http://www.boxrec.com/boxer_display.php?boxer_id=29486)

Mexico, 23, 32-0

<http://youtube.com/watch?v=ouvxbbb6IUA>

Julio Diaz

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=20149](http://www.boxrec.com/boxer_display.php?boxer_id=20149)

USA, 27, 34-3

<http://youtube.com/watch?v=ybCBZ0aOQbk>

Joel Cassamayor

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=6922](http://www.boxrec.com/boxer_display.php?boxer_id=6922)

Cuba, 36, 34-3

Chris John

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=78475](http://www.boxrec.com/boxer_display.php?boxer_id=78475)

Indonesia, 27, 39-0

<http://youtube.com/watch?v=rz0BJhPctZQ>

Steve Cunningham

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=36642](http://www.boxrec.com/boxer_display.php?boxer_id=36642)

USA, 31, 20-1

<http://youtube.com/watch?v=XNL-9WUxjzY>

O'Neil Bell

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=20382](http://www.boxrec.com/boxer_display.php?boxer_id=20382)

Jamaica, 32, 26-2

Daniel Ponce de Leon

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=37235](http://www.boxrec.com/boxer_display.php?boxer_id=37235)

Mexico, 26, 31-1

<http://youtube.com/watch?v=gNGowTCDE-1&mode=related&search=>

Juan Manuel Marquez

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=12222](http://www.boxrec.com/boxer_display.php?boxer_id=12222)

Mexico, 33, 47-3

[http://www.youtube.com/watch?v=3v6cpfF8D\\_U](http://www.youtube.com/watch?v=3v6cpfF8D_U)

Rafael Marquez

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=13019](http://www.boxrec.com/boxer_display.php?boxer_id=13019)

Mexico, 32, 37-3

<http://www.youtube.com/watch?v=rz-X-KsTaoQ>

Vic Darchinyan

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=42089](http://www.boxrec.com/boxer_display.php?boxer_id=42089)

Armenia, 31, 28-1

<http://www.youtube.com/watch?v=nWwYh8POpc&mode=related&search=>

Jorge Arce

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=6642](http://www.boxrec.com/boxer_display.php?boxer_id=6642)

Mexico, 27, 46-4

<http://www.youtube.com/watch?v=7zviMMPaB7U>

Arthur Abraham

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=208432](http://www.boxrec.com/boxer_display.php?boxer_id=208432)

Germany, 27, 23-0

[http://www.youtube.com/watch?v=JjILgfy\\_Wog](http://www.youtube.com/watch?v=JjILgfy_Wog)

Joan Guzman

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=58717](http://www.boxrec.com/boxer_display.php?boxer_id=58717)

Dominican Republic, 31, 27-0

<http://www.youtube.com/watch?v=rNXDe00MXMo>

Jose Luis Castillo

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=8837](http://www.boxrec.com/boxer_display.php?boxer_id=8837)

Mexico, 33, 55-8

<http://www.youtube.com/watch?v=6aXVduINXrM>

Julio Cesar Chavez Jr.

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=214371](http://www.boxrec.com/boxer_display.php?boxer_id=214371)

Mexico, 21, 32-0

Andre Berto

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=283680](http://www.boxrec.com/boxer_display.php?boxer_id=283680)

USA, 23, 18-0

<http://www.youtube.com/watch?v=6ij9RrNNYAq>

Chad Dawson

[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=60393](http://www.boxrec.com/boxer_display.php?boxer_id=60393)

USA, 25, 24-0

[http://www.youtube.com/watch?v=X7RBI\\_jDONk](http://www.youtube.com/watch?v=X7RBI_jDONk)

Andre Ward

[http://www.boxrec.com/list\\_bouts.php?human\\_id=281958&cat=boxer](http://www.boxrec.com/list_bouts.php?human_id=281958&cat=boxer)

USA, 23, 13-0

<http://www.youtube.com/watch?v=hVCsegJR4Bs>

Ivan Calderon

[http://www.boxrec.com/list\\_bouts.php?human\\_id=41357&cat=boxer](http://www.boxrec.com/list_bouts.php?human_id=41357&cat=boxer)

USA/Puerto Rico, 32, 29-0

Fernando Montiel

[http://www.boxrec.com/list\\_bouts.php?human\\_id=25209&cat=boxer](http://www.boxrec.com/list_bouts.php?human_id=25209&cat=boxer)

Mexico, 28, 35-2

Israel Vasquez

[http://www.boxrec.com/list\\_bouts.php?human\\_id=9086&cat=boxer](http://www.boxrec.com/list_bouts.php?human_id=9086&cat=boxer)  
Mexico, 29, 42-4

Danny Green  
[http://www.boxrec.com/list\\_bouts.php?human\\_id=51748&cat=boxer](http://www.boxrec.com/list_bouts.php?human_id=51748&cat=boxer)  
Australia, 34, 24-3  
<http://www.youtube.com/watch?v=qITvzT5DGUA>

Roman Karmazin  
[http://www.boxrec.com/list\\_bouts.php?human\\_id=15161&cat=boxer](http://www.boxrec.com/list_bouts.php?human_id=15161&cat=boxer)  
Russia, 34, 35-2

Martin Castillo  
[http://www.boxrec.com/list\\_bouts.php?human\\_id=16897&cat=boxer](http://www.boxrec.com/list_bouts.php?human_id=16897&cat=boxer)  
Mexico, 30, 33-2

*Retired*

Aaron Pryor  
[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=8993](http://www.boxrec.com/boxer_display.php?boxer_id=8993)  
USA, 39-1

Ray Mancini  
[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=1639](http://www.boxrec.com/boxer_display.php?boxer_id=1639)  
USA, 29-5

Archie Moore  
[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=8995](http://www.boxrec.com/boxer_display.php?boxer_id=8995)  
USA, 185-23

Jeff Fenech  
[http://www.boxrec.com/boxer\\_display.php?boxer\\_id=817](http://www.boxrec.com/boxer_display.php?boxer_id=817)  
Australia, 28-3

**EXHIBIT 3**

Sandoval, Sandy wrote:

- >
- > I'm not using any of ur guys that have signed a deal for Fighters Inc.
- >
- > We are not interested in them at this current time. Maybe some
- > other time in the future.
- >
- > Thanks and good luck.
- >
- > ----- Original Message -----
- > From: Chip Meyers <chip@probout.net>
- > To: Sandoval, Sandy
- > Sent: Tue Apr 08 12:33:49 2008
- > Subject: Re: Upcoming boxing game
- >
- > I never heard back from you Sandy on this. Let me know, thanks.

>  
> Sandoval, Sandy wrote:  
> > Chip, are you saying that all 36 boxers are exclusive to Fighters Inc  
> > and you have there exclusive rights for the video game category?  
> >  
> > Just want to be sure...  
> > -----Original Message-----  
> > From: Chip Meyers [mailto:chip@probout.net]  
> > Sent: Tuesday, March 18, 2008 11:04 AM  
> > To: Sandoval, Sandy  
> > Subject: Re: Upcoming boxing game  
> >  
> > Here you go, 36 guys that are part of Fighters Inc. currently. If your  
> > "sources" tell you anything different about any of these guys, they are  
> > wrong and that would be unfortunate. This is positive for boxing and it  
> > makes it turnkey for you Sandy.  
> >  
> > Sandoval, Sandy wrote:  
> >  
> >> you will need to send me your list of boxers you have under contract.  
> >>  
> >>  
> >> I don't believe that you have everyone under contract according to my  
> >> sources.  
> >>  
> >> -----Original Message-----  
> >> From: Chip Meyers [mailto:chip@probout.net]  
> >> Sent: Tuesday, March 18, 2008 10:46 AM  
> >> To: Sandoval, Sandy  
> >> Subject: Upcoming boxing game  
> >>  
> >> Hey Sandy,  
> >>  
> >> Hope you are well. It has come to my attention that possibly you have  
> >> interest in utilizing some of the boxers in Fighters Inc. for future  
> >> Fight Night games. As discussed previously, all of these fighters are  
> >> bound by a group licensing agreement so if you are interested in any  
> >> of them it must come through Fighters Inc and the group must be used.  
> >> If you have any questions, let me know. Thanks  
> >>  
> >> Chip Meyers  
> >>  
> >>

>>>  
>>  
>>  
>>  
>

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