

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

MATCHROOM BOXING LIMITED,

*Plaintiff,*

v.

TGB PROMOTIONS LLC, and ANDRÉS  
PONCE RUIZ,

*Defendants.*

Index No. 19-cv-7912 (PLC)

COMPLAINT

Plaintiff Matchroom Boxing Limited (“**MBL**”), as its Complaint against defendants TGB Promotions LLC (“**Promoter TGB**”) and Andrés Ponce Ruiz, alleges as follows:

**OVERVIEW**

1. Plaintiff MBL is part of one of the largest events promotion companies in the world and has an exclusive promotional contract with professional boxer Anthony Joshua, who was the reigning unified world heavyweight champion from 2016 to 2019. Promoter TGB promotes Mr. Ruiz, and in April 2019 Promoter TGB and Mr. Ruiz approached MBL about a fight at Madison Square Garden Arena in New York City, NY on June 1, 2019 (the “**NY Bout**”) after Mr. Joshua’s original challenger dropped out. Although Mr. Ruiz was a relatively undistinguished boxer at the time, having lost his only fight of significance against Joseph Parker in December 2016 (who Mr. Joshua went on to beat in March 2018), MBL agreed to let Mr. Ruiz step into the ring—giving him an opportunity of a lifetime to enter on the world stage—with the express contractual condition that if Mr. Ruiz won the NY Bout, he would participate at MBL’s request in a rematch within seven months (the “**Rematch Bout**”), at a time and place of MBL’s choosing. In a dramatic upset, Mr. Ruiz won the NY Bout, taking Mr. Joshua’s World Heavyweight Champion titles. MBL invoked its right to a Rematch Bout at a venue of its choosing, immediately and in accordance with the contract. This dispute arises because



5. Consistent with Mr. Ruiz's multiple public statements that—contrary to contractual language unambiguously vesting the choice of venue with the MBL—the Rematch Bout would take place in the United States or Mexico and on his terms, his representatives have engaged in transparent efforts to avoid his and Promoter TGB's contractual obligations by raising meritless objections to MBL's preparations for the Rematch Bout. Mr. Ruiz's representatives have made a litany of objections to the Rematch Bout on issues that are both unsupported and irrelevant, and tellingly, to which they paid no attention for the NY Bout. While MBL has made a good faith effort to respond to and resolve any legitimate requests, Mr. Ruiz's representatives continue to raise new, and increasingly bizarre, objections at every turn.

6. In turn, Promoter TGB, who is contractually obligated to secure Mr. Ruiz's participation in the Rematch Bout, has instead disclaimed any responsibility for resolving the objections of Mr. Ruiz's representatives. Instead, Promoter TGB has echoed their meritless assertion that MBL is in breach of the POS Agreement, and threatened MBL with defamation claims for asserting MBL's contractual rights.

7. Defendants' refusal to confirm their agreement to the venue, the agreed-upon price, and other key components of the Rematch Bout have called into question whether Mr. Ruiz will show up for the Rematch Bout in Saudi Arabia on December 7, 2019. This uncertainty has derailed preparations and devalued MBL's rights under the POS Agreement. Absent prompt confirmation that Promoter TGB and Mr. Ruiz will abide by their clear contractual obligations and ensure that Mr. Ruiz participates in the Rematch Bout on December 7, 2019 in Saudi Arabia, MBL will continue to lose money and face reputational injury every day, and third parties will also experience substantial costs and damages.

### **PARTIES**

8. Plaintiff MBL is a private limited company incorporated in the United Kingdom. As part of one of the largest events promotion companies in the world, Matchroom Sport, MBL has experience staging events across nine sports all around the world.

9. MBL promotes Mr. Joshua, a 29-year-old professional boxer from the United

Kingdom. Mr. Joshua is the former unified World Heavyweight Champion, and between 2016 and 2019, he held the heavyweight championship titles of four of the major sanctioning organizations that govern professional boxing: the World Boxing Association (“**WBA**”) (since April 2017), the International Boxing Federation (“**IBF**”) (since April 2016), the World Boxing Organization (“**WBO**”) (since March 2018), and the International Boxing Organization (“**IBO**”) (since April 2017).

10. Defendant Promoter TGB is a limited liability company registered in the state of California, and headquartered at 13273 Ventura Blvd Suite #208, Studio City, CA 91604. Promoter TGB has promoted Mr. Ruiz since around January 2019.

11. Defendant Mr. Ruiz is a 29-year-old professional boxer. Mr. Ruiz is an American citizen, who was born in and resides in California.

**JURISDICTION AND VENUE**

12. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332 because there is complete diversity between the parties and because the amount in controversy exceeds \$75,000, exclusive of interest and costs.

13. This Court has personal jurisdiction over the Defendants because Defendants expressly consented to the jurisdiction of this Court. **Ex. A**, Clauses 14(g) and (h). Because this action arises out of and involves the enforcement of the POS Agreement, Defendants have consented to and waived any objection to this Court’s jurisdiction over them.

14. Venue in this Court is proper [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **Ex. A**, Clauses 14(g) and (h).

15. Venue is also proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the cause of action herein occurred in this District.

**FACTUAL ALLEGATIONS**

**I. MBL and Promoter TGB Enter into, and Mr. Ruiz Agrees to, the POS Agreement**

16. On April 30, 2019, MBL and Promoter TGB entered into the POS Agreement whereby Promoter TGB agreed to provide Mr. Ruiz’s professional boxing services for the NY Bout with Mr. Joshua for the WBA Super, IBF, WBO and IBO Heavyweight World Championships at Madison Square Garden Arena, New York City, NY on June 1, 2019.

[REDACTED]

17. [REDACTED]

[REDACTED]

18. [REDACTED]

19. [REDACTED]

**Ex. A, Clause 4(vi).**

**II. MBL Invokes Its Contractual Right to the Rematch Bout**

21. On June 1, 2019, Mr. Ruiz won the NY Bout against Mr. Joshua in a dramatic upset.

22. On June 4, 2019, [REDACTED]

MBL gave Promoter TGB formal notice that it was exercising its exclusive option to promote an immediate Rematch Bout between Mr. Ruiz and Mr. Joshua. MBL confirmed that the Rematch Bout would be within seven months of the NY Bout, and that it would notify Promoter TGB of the exact date and venue in due course, ensuring appropriate notice to allow Mr. Ruiz and Mr. Joshua to fully prepare. MBL informed Promoter TGB that it would also write to each of the IBF, WBO, WBA and IBO championship governing bodies to request sanction of the Rematch

Bout for their respective titles, which MBL duly did.

23. On August 6, 2019, MBL confirmed to Promoter TGB that the Rematch Bout would take place on December 7, 2019 in Ad Dirayah, Saudi Arabia. MBL had already begun preparations for the Rematch Bout, and asked to coordinate with Promoter TGB on preparations, including on a press tour, travel and accommodation plans, a standard bout contract for the sanctioning bodies and the Saudi Arabian Boxing Federation [REDACTED]

### **III. Ruiz Makes Public Statements At Odds with His Clear Contractual Obligations**

24. Shortly after MBL invoked its exclusive option to promote the Rematch Bout, Mr. Ruiz began making public statements completely at odds with his clear contractual obligations.

25. On July 11, 2019, Mr. Ruiz said in an interview to TMZ Sports that he would be the one to decide where the Rematch Bout would take place, and that he wanted it to be in Mexico or the United States. Mr. Ruiz said that he “was the champion” and would be the one calling the shots.

26. On July 24, 2019, Mr. Ruiz tweeted a reaction to reports that the Rematch Bout would take place in Cardiff, Wales. Responding to news that another boxer had tested positive for banned substances before a fight in London, Mr. Ruiz tweeted: “I’m not going to the UK for the rematch #issasetup.” Mr. Ruiz initially backed down later that day, tweeting a conciliatory message that: “wether [sic] the fight happens in the UK or the USA it will be another epic night.”

27. In an interview on July 31, 2019, however, Mr. Ruiz doubled down on his refusal to attend a Rematch Bout in the United Kingdom. While acknowledging that he was bound by “a contract clause,” he maintained that he had a right to choose the venue:

INTERVIEWER: I heard they were, they were trying to get you to go to England.

MR. RUIZ: Yeah, but no, that’s not going to happen.

Mr. Ruiz instead insisted that he wanted the Rematch Bout to take place in the United States, including venues in New York or Las Vegas.

28. Mr. Ruiz's position did not change after MBL selected Saudi Arabia as the venue on August 6, 2019. That same day, he tweeted a challenge to Mr. Joshua that: "AJ says he can 'whoop' me in Tijuana prove it let's run it in Mexico. Remember that you did have a huge reason to come to America and that was to build your profile."

29. On August 13, 2019, Mr. Ruiz made his position crystal clear. In a response to fan questions in a live Instagram chat, Mr. Ruiz stated:

[Mr. Joshua] got the rematch, yes we do got the rematch. But it's gonna be on my terms. We're gonna bring it back here in the United States.

30. On August 14, 2019, Mr. Ruiz again denied MBL's right to decide a venue at its sole discretion and reiterated that the Rematch Bout would be in the United States. He told ESPN in Mexico: "I have not signed anything yet, we are negotiating everything." When asked about Saudi Arabia as the venue for the Rematch Bout, Mr. Ruiz said: "They want to do it there but we have to see where we negotiate with my team. I would like it in New York again."

#### **IV. Mr. Ruiz Engages in a Self-Evidently Transparent Effort to Evade His Obligations Under the POS Agreement**

31. Consistent with Mr. Ruiz's public statements that—contrary to his obligations under the POS Agreement—the Rematch Bout would take place in the United States and on his terms, Promoter TGB and Mr. Ruiz's representatives began to make a series of unwarranted, unsupported and irrelevant objections to MBL's preparations for the Rematch Bout, including on issues to which they paid no attention for the NY Bout. Despite MBL's good faith efforts to respond to and resolve any legitimate requests, Promoter TGB and Mr. Ruiz's representatives have continued to gin up nonexistent problems in a transparent attempt to avoid Mr. Ruiz's clear contractual obligations and renegotiate for better terms.

32. On June 19, 2019, before MBL had even selected Saudi Arabia as the venue for the Rematch Bout, Promoter TBG's President, Thomas Brown, wrote to MBL and threatened to call off the Rematch Bout entirely unless MBL took "drastic" action, warning that:

[W]e are extremely concerned about recent developments--or more appropriately, non-actions on the part of Matchroom Boxing Ltd. ('MBL')--that call into question Ruiz's continuing obligations under the POS. As things stand now, a Rematch Bout is far from a foregone conclusion. In fact, unless something drastic happens within the next fourteen (14) days to remedy the situation, it may be too late.

At that point, Mr. Brown's objection was that MBL had not yet obtained the sanction for the Rematch Bout of each of the IBF, WBO, and WBA championship governing bodies for their respective titles. Mr. Brown took the nonsensical position that MBL had "made no endeavors whatsoever, reasonable or otherwise" to secure the sanctions, [REDACTED]

[REDACTED] Mr. Brown's position was at odds with reality [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

33. On June 20, 2019, MBL responded to correct the factual and legal inaccuracies in Mr. Brown's email. MBL explained that it had been in continuous contact with the sanctioning bodies, and had copied Mr. Brown on the email outreach. At that point, none of the sanctioning bodies had requested an exception, but MBL confirmed that it would handle any exceptions if required and ultimately secured sanction of the Rematch Bout from each of the IBF, WBA, WBO and IBO (only the IBF required an exception as MBL predicted). MBL also reiterated that it had exercised its clear and unconditional right to promote the Rematch Bout, and asked that Promoter TGB and Mr. Ruiz refrain from any future efforts to renege on his contractual obligations.

34. After MBL selected Saudi Arabia as the venue on August 6, 2019, Promoter TGB and Mr. Ruiz's representatives responded with another volley of demands. On August 13, 2019, Mr. Brown forwarded to MBL a list of scattershot demands from Mr. Ruiz's attorney, David Garcia. These covered a wide range of issues, leading to several rounds of correspondence in which

MBL made good faith efforts to respond to and resolve any legitimate requests.

35. MBL also requested on August 13, 2019 that Promoter TGB and Mr. Ruiz confirm by 12pm PST on August 14, 2019 that they would proceed with the Rematch as contracted and scheduled. Promoter TGB and Mr. Ruiz never responded favorably, refusing MBL's direct request to confirm this commitment. Instead, as set out below, Promoter TGB and Mr. Ruiz's representatives continue to raise new, and increasingly unwarranted, objections at every turn.

36. Information on MBL's New York Registration Papers: Mr. Garcia's August 13 email requested MBL's place of incorporation. After MBL answered this request without any obligation to do so, Mr. Garcia demanded a copy of MBL's "NY registration papers," claiming that "this request pertains to basic requirements of [New York] law." Mr. Garcia provided no further explanation or justification for this request, which is of no relevance to the parties' obligations under the POS Agreement.

37. Drug Testing Procedures: Mr. Garcia also raised a series of questions about the drug testing procedures for the Rematch Bout. As MBL explained, however, this was another non-issue. MBL advised Mr. Garcia that it would be adopting testing from the Voluntary Anti-Doping Association ("VADA"), as it did for the NY Bout. As Promoter TGB and Mr. Ruiz are aware, VADA is the gold standard for anti-doping protection and the industry leading provider of these services. MBL confirmed with VADA that it had tested in Saudi Arabia before and planned to use the same outside doping collection officers that it had used previously, so that the drug-testing protocol for the Rematch Bout would be materially identical in all respects to that for the NY Bout.

38. Security: MBL has consistently gone above and beyond its obligations to resolve any possible concerns about security for the Rematch Bout. After Mr. Garcia first raised security as an issue in his August 13, 2019 email, demanding "in detail all facets" of the security plan, MBL responded that same day to his questions and explained that its local partner was organizing extensive security for the fighters' full stay, and that MBL had an upcoming meeting the following week to finalize full plans. MBL also noted that it had brought in a security advisor

who organizes all of its U.S. and Mexico shows and who has extensive knowledge of Saudi Arabia having worked for the Saudi Royal Family for many years.

39. On August 14, 2019, Mr. Garcia responded that MBL's security plan was "grossly inadequate." Mr. Garcia demanded the name of MBL's security advisor and a "copy of the actual security plan to include security for food, training, team members, sparring partners, lodging facilities, medical necessities, family members, boxing equipment necessities, and U.S. and Mexican media personnel."

40. By letter from its lawyer, Debevoise & Plimpton LLP, dated August 14, 2019, MBL responded in detail to Mr. Garcia's claims and purported issues. MBL explained that, as Promoter TBG and Mr. Ruiz were well aware, it was drawing on its vast experience staging—and arranging effective security programs for—sporting events around the world, including MBL's involvement as a co-promoter in a world championship boxing event in Saudi Arabia, which took place on September 28, 2018, and required MBL employees and one of MBL's world class boxers, Callum Smith, to travel to Saudi Arabia. MBL provided additional information about its security advisor, Devin Tullis of Tullis Worldwide Protect, a highly experienced personal protection and logistical support firm. MBL also explained that it was working closely with its local partner, and, as Mr. Garcia had requested, attached an extensive security protocol. The security protocol covers hotel security, vehicle and roadside protection venue security, and security communication and execution, and provides for at least 20 well-trained security personnel and six close protection vehicles to be available throughout Mr. Ruiz's stay in Saudi Arabia.

41. Without prejudice to its position that it had already taken more than reasonable security measures, including by taking account of advice received from security professionals and local partners and based on its own deep experience, MBL also declared its willingness to discuss any requests not already captured in the security protocol, provided they were made in good faith.

42. Insurance: After MBL confirmed in writing that it would "put in place a

comprehensive insurance policy in line with all relevant requirements, naming TGB as co-insured,” Mr. Garcia insisted on further details related to names of carriers, policy numbers and amounts of coverage. As MBL explained, this is an unprecedented request for opponents and/or co-promoters to make, and Mr. Ruiz and his representatives did not express any need to obtain this information for the NY Bout. In a further good faith effort to resolve the point, however, MBL confirmed with its insurance agent that the boxer medical insurance policy will be materially identical to the policy in place for the NY Bout.

43. Referee and Judges: Mr. Garcia also raised a series of complaints about the nationality of the referees, which are contradicted by the plain terms of the POS Agreement. [REDACTED]

44. For the Rematch Bout, the Saudi Boxing Federation has confirmed that it has no stipulation that the referee be a Saudi National. MBL accordingly and reasonably proposed that, consistent with the POS Agreement, all officials be from neutral countries appointed from a shortlist prepared by the World Sanctioning Bodies. Promoter TGB and Mr. Ruiz cannot have any reasonable objection to this fair approach to the appointment of neutral officials.

45. Perquisites: Mr. Garcia submitted a series of demands stemming from his misunderstanding of the boxing term “perquisites.” [REDACTED] and demanded contemporaneous documentation listing in detail all of the “prerequisites [sic]” for the NY Bout. He went on to claim that “the POS omits material terms,” including “the scope of valuable ‘perquisites.’”

46. As MBL has explained, however, this simply refers to a well-known custom that the

Champion be afforded certain “perquisites,” a standard term in the boxing industry comprising the right to: (i) have their name first in billing (*i.e.*, Ruiz-Joshua II); (ii) appear on the left hand side of the poster; (iii) walk second to the ring; and (iv) be announced second by the MC in the ring. Consistent with this standard practice and the terms of the POS Agreement, MBL confirmed that these perquisites will be afforded to Mr. Ruiz.

47. MBL further noted Mr. Garcia’s assertion that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

48. Championship Governing Bodies: In the first communication from Promoter TGB’s President, Mr. Brown, he demanded that MBL ensure that the Rematch would be recognized as a championship fight by the various championship governing bodies. MBL did exactly that. By email dated August 13, 2019, MBL confirmed that each of the IBF, WBA and IBO will sanction the Rematch Bout for their respective World Championships, and the WBO is imminently anticipated to issue a similar confirmation. Accordingly, as a direct consequence of MBL’s efforts, Mr. Ruiz will likely be able to defend all his world titles in the Rematch Bout.

49. Mr. Ruiz was not satisfied with this. In his subsequent email dated August 14, 2019, Mr. Garcia continued to demand that MBL “identify all persons from who [*sic*] [MBL] communicated with the IBF, the WBO, the WBO and the IBO about these exemptions.” Not only is this information entirely superfluous, but, as MBL responded, Mr. Brown was copied on the relevant correspondence and is fully aware of MBL’s efforts.

50. MBL also reminded Mr. Garcia that [REDACTED]

[REDACTED] *see Ex. A*, Clause 4(a)(i), and cautioned that it was “deeply concerned that [Mr. Ruiz]’s lack of comment on the Rematch, and the negative press speculation this has caused, will in turn negatively impact these efforts.”

51. Mr. Garcia ignored MBL’s response in his reply on August 14, 2019, instead again

demanding, without any justification, that MBL identify all persons with whom it had communicated at the IBF, WBO, WBA, and IBO.

52. As MBL had warned, Mr. Ruiz's public statements at odds with his contractual obligations have put the championship governing bodies' sanction of the Rematch Bout at risk. On August 15, 2019, another boxer, Kubrat Pulev, challenged the IBF's approval of an exception for the Rematch Bout based on "continuing reports in the boxing press that Ruiz has not agreed to the terms of the Rematch." When Promoter TGB shared its proposed response with MBL, MBL noted that the "response critically omits a simple clarification that [Mr. Ruiz] will engage in the Rematch on December 7 in Saudi Arabia as scheduled."

53. Promoter TGB disregarded this warning, and failed to provide any such clarification. In fact, by letter to MBL's counsel dated August 16, 2019, Promoter TGB claimed that MBL—which, as Promoter TGB conceded, had also submitted a letter to the IBF—had not done enough to support the IBF exception. Promoter TGB further claimed that it had "done nothing to obstruct, delay or otherwise obfuscate its obligations under the POS" Agreement, and threatened MBL with claims for defamation. Yet Promoter TGB again failed to confirm that—consistent with both Promoter TGB and Mr. Ruiz's contractual obligations—Mr. Ruiz would engage in the Rematch Bout on December 7 in Saudi Arabia as scheduled.

54. Thus, as set out above, Promoter TGB and Mr. Ruiz's irrelevant demands and accusations that "there are material omissions" in the POS Agreement, or that MBL was somehow in breach, are contradicted by the record. This is merely a transparent effort by Defendants to escape their own contractual obligations.

**V. MBL Has Already Suffered, and Will Continue to Suffer, Harm Arising From Promoter TGB and Mr. Ruiz's Actions**

55. MBL has already incurred and will continue to incur substantial and irreparable harm as a result of actions by Promoter TGB and Mr. Ruiz and by their continuing refusal, in response to MBL's direct requests, to commit to the Rematch Bout on the terms set forth in the POS Agreement. The Rematch Bout, coming on the heels of the dramatic upset at the NY Bout, has

garnered global attention and, if it goes forward as scheduled, is capable of garnering a massive viewing audience. An event of this magnitude requires complicated negotiations with multiple parties and detailed coordination of numerous moving pieces. There have already been collateral consequences to Promoter TGB's and Mr. Ruiz's repeated public refusals to confirm commitment to the Rematch Bout at MBL's chosen venue in Saudi Arabia on December 7, 2019, and every day that passes without Promoter TGB's and Mr. Ruiz's confirming their agreement to the venue, the agreed-upon price, and other components of the Rematch Bout costs MBL more money and reputational harm. These delays also cause harm to non-parties, which are being asked to make significant commitments to the Rematch Bout and must decide how to proceed without certainty about whether the Rematch Bout will take place as scheduled and contractually agreed.

56. In reliance on the POS Agreement, MBL concluded an agreement for tens of millions of dollars with Skill Challenge Entertainment Establishment ("SCEE") to stage the Rematch Bout in Saudi Arabia. Among other efforts, SCEE is currently constructing a purpose-built outdoor stadium venue for the Rematch Bout, which will seat more than 10,000 people for the fight and will cost millions of dollars to build and furnish. MBL and others will also spend several million dollars on additional logistical costs, such as hotels and flights, as well as on promotional activities leading up to the Rematch Bout. For example, MBL will have to arrange for a global satellite feed of the event for broadcasters around the world and will send a production crew of over a hundred people along with their broadcast vehicles to Saudi Arabia for the fight.

57. Mr. Ruiz's actions have derailed and frustrated these preparations and threaten to diminish the return for MBL's efforts. Instead of undertaking efforts of the type boxers ordinarily pursue to promote an upcoming fight on all platforms, Mr. Ruiz has instead called into question whether the Rematch Bout will occur at all. The reaction to his remarkable statements has been substantial, generating front page headlines across the globe. By refusing to comply with his contractual obligations, Mr. Ruiz threatens to upend the entire event and places MBL

other Matchroom Sport entities at risk of losing tens of millions of dollars in contractual fees and wasted costs, as well as potentially opening MBL and other Matchroom Sport entities up to claims from third party contractors for their losses (while also exposing third parties to substantial unrecoverable losses because they must decide whether to commit resources to an event they are not certain will take place).

58. Promoter TGB's and Mr. Ruiz's conduct has already had an adverse impact on MBL's opportunity and reputation. A large percentage of MBL's revenue comes from sale of the worldwide broadcasting rights, including its share of the pay per view broadcasting fees in the United Kingdom. These sales and revenue are driven by the event participation. This in turn depends on the promotional and marketing events leading up to the fight. Many of these promotional and marketing efforts have already begun, and the others need to begin without delay. For example, a three-leg press tour covering the United States, United Kingdom, and Saudi Arabia is scheduled to begin on September 3, 2019, but Mr. Ruiz has so far not agreed to participate. Every day that Mr. Ruiz disputes or refuses to confirm whether the Rematch Bout will take place in Saudi Arabia on December 7, 2019 harms MBL's ongoing negotiations for broadcasting agreements, and undermines the final turnout for and viewing of the fight.

59. This uncertainty also impacts MBL's standing in the boxing industry. MBL has a strong reputation in the industry and is known for its integrity and ability to deliver on its promises. Mr. Ruiz's flouting of his own contractual obligations threatens MBL's credibility with current and future business partners.

60. If Mr. Ruiz ultimately evades his contractually mandated Rematch Bout entirely, that would carry wide ranging adverse financial consequences for MBL. Mr. Joshua, whom MBL has represented throughout his professional boxing career, needed years of enormous effort and success to secure the unified world heavyweight champion through individual fights to climb up the rankings and claim each of the WBA, IBF, WBO and IBO titles—all of which transferred to Mr. Ruiz after the NY Bout. If Mr. Ruiz evades the Rematch Bout, he may be stripped of these titles. They would not, however, automatically revert to Mr. Joshua. Instead, the titles would be

vacated, and Mr. Joshua would have to fight for each title individually to regain them. Given the independent ratings systems of the sanctioning bodies this could take years to accomplish.

61. In a physically demanding sport like boxing, where each fight could be a boxer's last, Mr. Ruiz's actions place MBL and Mr. Joshua in a position that the Rematch Bout provisions of the POS Agreement were designed to protect them against.

## **CAUSES OF ACTION**

### **First Cause of Action**

#### **(Breach of Contract against Defendants)**

62. MBL incorporates by reference the allegations in the preceding paragraphs.

63. MBL and Promoter TGB entered into the valid and enforceable POS Agreement, to which Mr. Ruiz ratified and consented. Under the POS Agreement, should Mr. Ruiz be declared the winner of the NY Bout, Promoter TGB was obligated to provide Mr. Ruiz's professional boxing services for a Rematch Bout at a venue to be decided in MBL's sole discretion. Mr. Ruiz also personally contracted to participate in the Rematch Bout as provided in the POS Agreement.

64. After Mr. Ruiz won the NY Bout, MBL validly invoked its contractual right to a Rematch. MBL complied with and met its obligations under the POS Agreement.

65. Mr. Ruiz has materially breached the POS Agreement by refusing to honor his obligation to commit to the Rematch Bout, including as evidenced by his repeated public statements at odds with his contractual obligations. By insisting that the Rematch Bout will take place on his terms and in the United States or Mexico, and by refusing MBL's direct requests that he confirm that the Rematch Bout will take place as scheduled and at the agreed-upon price, Mr. Ruiz has breached the POS Agreement and called into question whether the Rematch Bout will take place in Saudi Arabia on December 7, 2019.

66. Promoter TGB has materially breached the POS Agreement by failing to secure Mr. Ruiz's participation in the Rematch Bout on the terms and conditions set out in the POS Agreement. Promoter TGB has refused MBL's requests that it confirm that Mr. Ruiz will

participate in the Rematch Bout in Saudi Arabia on December 7, 2019 and otherwise adhere to the provisions of the POS Agreement regarding the Rematch Bout, including the agreed-upon price. These refusals have already adversely affected preparations for the fight.

67. By virtue of the foregoing, MBL is entitled to (a) declaratory relief; (b) injunctive relief; (c) money damages; and (d) reasonable fees, costs, and expenses, including attorneys' fees

[REDACTED]

[REDACTED]

[REDACTED]

### **Second Cause of Action**

#### **(Anticipatory Breach of Contract against Defendants)**

68. MBL incorporates by reference the allegations in the preceding paragraphs.

69. Mr. Ruiz's actions to date are tantamount to an anticipatory breach of the POS Agreement.

70. Promoter TGB's conduct constitutes an anticipatory repudiation of its obligation to prevent a breach of the POS Agreement.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests that this Court enter judgment as follows:

- a. Declare that MBL is entitled to select a venue for the Rematch Bout at its sole discretion, that MBL's provision of services fee to Promoter TGB for the Rematch Bout is [REDACTED] and that Promoter TGB and Mr. Ruiz are in breach of their obligations under the POS Agreement;
- b. Enjoin Mr. Ruiz from engaging in any bouts, and Promoter TGB from promoting any bouts in which Mr. Ruiz is a participant, for the shorter of (i) eighteen (18) months or (ii) until they have confirmed that they will abide by their contractual obligations to proceed with, and Mr. Ruiz has fought in, the Rematch Bout as contracted and

scheduled;

- c. Award MBL contractual damages [REDACTED]  
[REDACTED]
- i. Award MBL reasonable fees, costs, and expenses, including attorneys' fees, pursuant to 28 U.S.C. § 2412; and
- j. Award such other relief as this Court may deem just and proper.

Dated: August 22, 2019

Respectfully submitted,

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