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

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

24 **Plaintiffs,**

25 **v.**

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

28 **Defendant.**

Case No.

ANTITRUST CLASS ACTION
COMPLAINT

DEMAND FOR JURY TRIAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



1 15. In a June 14, 2010 interview with a leading MMA website, *MMA Junkie*, White stated:
2 There was a time when it [competition in the MMA industry] was neck-
3 and-neck. That time is over. There were times when we were in dogfights,
4 but everybody needs to just concede and realize we're the [expletive]
5 NFL. Period. End of story.

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

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

21 18. Having thoroughly dominated the Relevant Markets, in November 2013, the UFC
22 unveiled its plans for extending its dominance internationally from the U.S. and North American
23 markets when it posted to Twitter the following image of White, flanked by Zuffa co-owners Frank and
24 Lorenzo Fertitta, at a sports conference, in front of a screen stating, "World F**king Domination
25 Reshaping the Sports World:"²
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28 ² The image has been edited to modify the offensive language appearing in the first line of the original
text, as have various quotations from Dana White throughout this Complaint.

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

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

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

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

14 **II. JURISDICTION AND VENUE**

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

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

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

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

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

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

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

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

24 **III. DEFINITIONS**

25 30. As used herein:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **IV. PARTIES**

2 31. Defendant Zuffa, LLC is a Nevada limited liability company founded in 2000 and
3 headquartered in Las Vegas, Nevada.

4 32. Zuffa is a privately-held entity of which billionaire founders Lorenzo Fertitta, Zuffa's
5 CEO, and Frank Fertitta each own 40.5%. Zuffa's President, Dana White, owns 9% of the entity. In 2010,
6 Flash Entertainment, a wholly-owned subsidiary of the Government of the Emirate of Abu Dhabi,
7 purchased ten percent of Zuffa. The UFC was purchased by the Fertittas for \$2 million in 2001 and is
8 currently valued in excess of \$2 billion.

9 33. Zuffa is in the business of, among other things, promoting live Elite Professional MMA
10 bouts in the U.S. and elsewhere, under the trade names of the Ultimate Fighting Championship[®] or
11 UFC[®]. Under the UFC trademark, which is wholly owned by Zuffa, Zuffa promotes professional MMA
12 events for live audiences as well as live television, Internet and PPV broadcasts, and licenses, markets,
13 sells and distributes UFC Licensed Merchandise and/or Promotional Materials including, but not
14 limited to, tickets to bouts, live and taped television programming, broadcasts over an Internet
15 subscription service, sponsorships and other merchandise including video games, action figures, gyms,
16 fitness products, athletic equipment, apparel, footwear, hats, photographs, toys, collectibles, trading
17 cards and digital media products.

18 34. All of Defendant's actions described in this Complaint are part of, and in furtherance of,
19 the unlawful anticompetitive scheme and illegal restraints of trade alleged herein, and were authorized,
20 ordered, and/or performed by Defendant's various owners, shareholders, officers, agents, employees, or
21 other representatives, including but not limited to, Lorenzo Fertitta, Frank Fertitta, and Dana White,
22 while actively engaged in the management of Defendant's affairs, within the course and scope of their
23 roles or duties of employment, or with the actual, apparent, or ostensible authority of the UFC.

24 35. Defendant has illegally acquired and continues to maintain monopsony power in the
25 Relevant Input Market, *i.e.*, the market for Elite Professional MMA Fighter services, through various
26 illicit market restraints and exclusionary conduct, including unlawful restraints and exclusionary
27 conduct in the Relevant Output Market.
28

1 36. Plaintiff Cung Le (“Le”), a resident of San Jose, California, is an Elite Professional
2 MMA Fighter and a proposed representative of the Bout Class and the Identity Class. Le competed in
3 UFC-promoted bouts in the United States and elsewhere from 2011 through the present. Le’s
4 compensation for participation in those UFC bouts was artificially suppressed due to the
5 anticompetitive scheme alleged herein. Le appeared on *EA Sports UFC*, the fourth installment of the
6 UFC video game franchise, initially released on June 17, 2014. *EA Sports UFC* is a mixed martial arts
7 fighting video game developed by Electronic Arts which is based in the Northern District of California.
8 Le has also appeared in Round 5 action figure sets, including limited edition sets, and Topps Trading
9 Card sets. Le’s Identity, including his autograph, was featured in UFC posters. Le’s Identity was
10 expropriated and his compensation for appearing in UFC Licensed Merchandise and UFC Promotional
11 Materials was artificially suppressed. Le was and continues to be injured as a result of the Defendant’s
12 unlawful conduct.

13 37. Plaintiff Nathan Quarry (“Quarry”), a resident of Lake Oswego, Oregon, is an Elite
14 Professional MMA Fighter and is a representative of the Identity Class. Quarry competed in UFC-
15 promoted bouts in the United States from April 2005 to March 2010. Quarry appeared in the *UFC*
16 *Undisputed 2010* video game that debuted on May 25, 2010, in North America, and is still sold today.
17 *UFC Undisputed 2010* has reportedly sold over 2 million units. Quarry has also been featured in a
18 number of trading cards manufactured and sold by Topps Trading Cards, including a series in 2010,
19 which are still sold today. Quarry’s Identity was expropriated and his compensation for appearing in
20 UFC Licensed Merchandise and UFC Promotional Materials was artificially suppressed due to the
21 scheme alleged herein. Quarry was and continues to be injured as a result of the Defendant’s unlawful
22 conduct.

23 38. Plaintiff Jon Fitch (“Fitch”), a resident of Las Vegas, Nevada, is an Elite Professional
24 MMA Fighter and is a proposed representative of the Bout Class and the Identity Class. Fitch competed
25 in UFC-promoted bouts in the United States and elsewhere from October 2005 through February 2013.
26 Fitch’s compensation for participation in those UFC bouts was artificially suppressed due to the
27 anticompetitive scheme alleged herein. Fitch appeared in the first three versions of the UFC video game
28 franchise, including *UFC Undisputed 2009*, *UFC Undisputed 2010*, and *UFC Undisputed 3*, debuting

1 May 19, 2009, May 25, 2010, and February 14, 2012, respectively, each of which is still sold today. *UFC*
 2 *Undisputed 2009* has reportedly sold over 3.5 million units, *UFC Undisputed 2010* has reportedly sold
 3 over 2 million units, and *UFC Undisputed 3* has sold a reported 1.4 million units. Fitch has also appeared
 4 in Round 5 action figure sets including limited edition sets, Topps Trading Card sets, and JAKKS
 5 Pacific action figure sets. Fitch's Identity was expropriated and his compensation for appearing in UFC
 6 Licensed Merchandise and UFC Promotional Materials was artificially suppressed due to the scheme
 7 alleged herein. Fitch was and continues to be injured as a result of the Defendant's unlawful conduct.

8 **V. CLASS ACTION ALLEGATIONS**

9 **A. The Bout Class**

10 39. The Bout Class Plaintiffs bring this action individually and as a class action pursuant to
 11 Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the "Bout
 12 Class" consisting of:

13 All persons who competed in one or more live professional UFC-
 14 promoted MMA bouts taking place or broadcast in the United States
 15 during the Class Period. The Bout Class excludes all persons who are not
 residents or citizens of the United States unless the UFC paid such
 persons for competing in a bout fought in the United States.

16 40. There are multiple questions of law and fact common to the Bout Class that
 17 predominate over any questions solely affecting individual members, including but not limited
 18 to:

- 19 a. whether the market for promoting live Elite Professional MMA bouts, *i.e.*, the Relevant
 20 Output Market, is a relevant market in this case;
- 21 b. whether the relevant geographic market is the United States, or alternatively, North
 22 America;
- 23 c. whether the Defendant possesses monopoly power in the Relevant Output Market;
- 24 d. whether the market for Elite Professional MMA Fighter services, *i.e.*, the Relevant Input
 25 Market, is an appropriate relevant market for analyzing the claims in this case;
- 26 e. whether the Defendant possesses monopsony power in the Relevant Input Market;
- 27 f. whether, through the conduct alleged herein, the Defendant willfully acquired,
 28 maintained and enhanced monopoly power;

1 g. whether, through the conduct alleged herein, the Defendant willfully acquired,
2 maintained and enhanced monopsony power;

3 h. whether Defendant engaged in unlawful exclusionary conduct to impair the
4 opportunities of actual or potential rivals in the Relevant Output Market;

5 i. whether Defendant entered into exclusionary agreements with actual or potential rival
6 MMA Promoters, MMA venues, or other entities, that foreclosed the UFC's actual or potential rivals
7 from competing in the Relevant Output Market;

8 j. whether the terms in the UFC's contracts requiring exclusivity are, when taken together,
9 anticompetitive;

10 k. whether Defendant's exclusionary scheme had anticompetitive effects in the Relevant
11 Markets;

12 l. whether Defendant's actions alleged herein caused injury to Bout Class Plaintiffs and the
13 members of the Bout Class in the form of artificially suppressed compensation for participating in UFC-
14 promoted MMA bouts;

15 m. the appropriate measure of damages; and

16 n. the propriety of declaratory and injunctive relief.

17 41. The members of the Bout Class are so numerous and geographically dispersed that
18 joinder of all members is impracticable. Although the precise number of such individuals is currently
19 unknown, Plaintiffs believe that the number of members in the Bout Class is, at minimum, in the
20 hundreds, and that the members reside across the United States, including in this District.

21 42. The claims of the Bout Class Plaintiffs are typical of those of the class they seek to
22 represent. Plaintiffs Cung Le and Jon Fitch, like all other members of the Bout Class, were injured by
23 Defendant's illegally obtained market and monopsony power that resulted in artificially suppressed
24 compensation for competing in UFC bouts.

25 43. The Bout Class Plaintiffs are more than adequate representatives of the Bout Class and
26 their chosen Class Counsel (the undersigned) are more than adequate attorneys. The Bout Class
27 Plaintiffs have the incentive, and are committed to prosecuting this action, for the benefit of the Bout
28

1 Class. The Bout Class Plaintiffs have no interests that are antagonistic to those of the Bout Class.
2 Plaintiffs have retained counsel highly experienced in antitrust and class action litigation.

3 44. This action is maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because
4 Defendant has acted and refused to act on grounds that apply generally to the Bout Class, and final
5 injunctive and declaratory relief is appropriate, and necessary, with respect to the Bout Class as a whole.

6 45. This action is maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because
7 questions of law and fact common to the Bout Class predominate over any questions affecting only
8 individual members of the Bout Class. A class action is superior to other available methods for the fair
9 and efficient adjudication of this controversy. Prosecution as a class action will eliminate the possibility
10 of repetitious litigation. Treatment of this case as a class action will permit a large number of similarly
11 situated persons to adjudicate their common claims in a single forum simultaneously, efficiently, and
12 without the duplication of effort and expense that numerous individual actions would engender. Class
13 treatment will also permit the adjudication of relatively small claims by many class members who
14 otherwise could not afford to litigate an antitrust claim such as that asserted in this Complaint. The
15 Bout Class Plaintiffs are aware of no difficulties that would render this case unmanageable.

16 46. The Bout Class Plaintiffs and members of the Bout Class have all suffered, and will
17 continue to suffer, antitrust injury and damages as a result of Defendant’s acquisition, enhancement, or
18 maintenance of monopsony power in the Relevant Input Market.

19 **B. The Identity Class**

20 47. The Identity Class Plaintiffs bring this action individually and as a class action pursuant
21 to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of “Identity
22 Class” consisting of:

23 Each and every UFC Fighter whose Identity was expropriated or
24 exploited by the UFC, including in UFC Licensed Merchandise and/or
25 UFC Promotional Materials, during the Class Period in the United States.

26 48. There are multiple questions of law and fact common to the Identity Class that
27 predominate over any questions solely affecting individual members, including, but not limited to, all of
28 the common questions set out with respect to the Bout Class above, in addition to the following:

1 a. whether the Defendant expropriated or exploited the Identities of members of the
2 Identity Class in UFC Licensed Merchandise or Promotional Materials during the Class Period;

3 b. whether the Defendant's actions alleged herein caused injury to the Identity Class
4 Plaintiffs and the members of the Identity Class in the form of suppressed compensation;

5 c. the appropriate measure of damages; and

6 d. the propriety of declaratory and injunctive relief.

7 49. The number of members of the Identity Class is so numerous and geographically
8 dispersed that joinder of all members is impracticable. Although the precise number of such individuals
9 is currently unknown, Plaintiffs believe that the number of members is, at minimum, in the hundreds
10 and that such individuals reside across the country, including in this District.

11 50. The Identity Class Plaintiffs' claims are typical of those of the Identity Class they seek to
12 represent. The Identity Class Plaintiffs, like all other members of the Identity Class, have been injured
13 by the UFC's illegally obtained monopoly and monopsony power, resulting in Plaintiffs' suppressed
14 earnings from the UFC's exploitation of their Identities.

15 51. The Identity Class Plaintiffs are more than adequate representatives of the Identity Class
16 and their chosen Class Counsel (the undersigned) are more than adequate attorneys. The Identity Class
17 Plaintiffs have the incentive, and are committed, to prosecuting this action for the benefit of the Identity
18 Class. The Identity Class Plaintiffs have no interests that are antagonistic to those of the Identity Class.
19 The Identity Class Plaintiffs have retained counsel experienced in antitrust and class action litigation.

20 52. This action is maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because the
21 UFC has acted and refused to act on grounds that apply generally to the Identity Class, and final
22 injunctive and declaratory relief is appropriate, and necessary, with respect to the Identity Class as a
23 whole.

24 53. This action is maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because
25 questions of law and fact common to the Identity Class predominate over any questions affecting only
26 individual members of the Identity Class. A class action is superior to other available methods for the
27 fair and efficient adjudication of this controversy. Prosecution as a class action will eliminate the
28 possibility of repetitious litigation. Treatment of this case as a class action will permit a large number of

1 similarly situated persons to adjudicate their common claims in a single forum simultaneously,
2 efficiently, and without the duplication of effort and expense that numerous individual actions would
3 engender. Class treatment will also permit the adjudication of relatively small claims by many class
4 members who otherwise could not afford to litigate an antitrust claim such as that asserted in this
5 Complaint. The Identity Class Plaintiffs are aware of no difficulties which would render this case
6 unmanageable.

7 54. The Identity Class Plaintiffs and members of the Identity Class have all suffered, and will
8 continue to suffer, antitrust injury and damages as a result of the UFC’s monopoly and monopsony
9 power that has been acquired, enhanced, and maintained by the anticompetitive scheme challenged in
10 this Complaint.

11 **VI. THE UFC’S MONOPOLY AND MONOPSONY POWER**

12 **A. The UFC’s Monopoly Power in the Relevant Output Market**

13 **1. The Relevant Output Market**

14 55. The Relevant Output Market is the promotion of live Elite Professional MMA bouts.

15 56. Promoters of live professional MMA bouts arrange contests between Professional MMA
16 Fighters who compete in one-one-one fights known as bouts.

17 57. Live professional MMA bouts are held in venues for which admission tickets are sold.
18 Revenues from the promotion of live professional MMA bouts may also include broadcast of the event
19 on PPV, television, or over the Internet as well as through the sale of live and taped television
20 programming, video-on-demand, merchandise (videos, DVDs, video games, apparel, hats, sporting
21 equipment, etc.), event sponsorships, and the collection of MMA-related copyright and trademark
22 royalties.

23 58. The successful promotion of a live Elite Professional MMA event requires Elite
24 Professional MMA Fighters—*i.e.*, those Fighters who have reputations for winning professional bouts
25 or who have gained notoriety with the MMA fan base and thus who can attract a wide audience. Mixed
26 Martial Artists are skilled athletes who typically train for years before competing professionally. A
27 successful promotion of a live Elite Professional MMA event also requires a suitable venue, access to
28 PPV or television distribution outlets, sponsors and endorsements.

1 59. MMA is a unique blend of various martial arts disciplines, including, *e.g.*, boxing, Muay
2 Thai (kick-boxing), judo, wrestling, Brazilian jiu-jitsu, taekwondo and karate. The rules of MMA
3 differentiate it from other combat sports (such as boxing, which does not allow kicks, takedowns,
4 chokeholds, joint-locks, or any strikes below the waist). Similarly, wrestling does not allow striking of
5 any kind (kicks, punches, etc.), and does not have an outlet for elite amateur wrestlers to continue their
6 athletic careers as wrestlers professionally.

7 60. MMA is distinct from “professional” wrestling as currently promoted under the
8 umbrella of the World Wrestling Entertainment (“WWE”). Professional wrestling is now acknowledged
9 to be “staged”—that is, scripted entertainment involving acting with the outcome of individual matches
10 predetermined. Combat sports such as boxing or those that are limited to a single martial art, such as
11 judo, are not adequate substitutes for live Elite Professional MMA. There is no meaningful market
12 substitute amongst the television-viewing and ticket-paying audience for the sport of MMA. Single
13 discipline combat sports, such as boxing and kick-boxing, do not qualify as economic substitutes because
14 they do not enjoy reasonable interchangeability of use and cross-elasticity of demand amongst the
15 consuming audience.

16 61. Boxing does not combine different elements from a diverse set of martial arts, as it is
17 limited to only strikes with the hands above the waist on an opponent, and hence does not provide a
18 viewing experience akin to MMA. Indeed, while state athletic gaming commissions (or equivalents
19 thereof) sanction both boxing and MMA events, such commissions impose strict requirements that
20 define each sport separately. Such distinctions include the method of scoring, weight classes, the
21 duration and number of rounds, and the methods of combat that may be employed. For example,
22 scoring in live Professional MMA bouts is based on athletic commission-approved definitions and rules
23 for striking (blows with the hand, feet, knees or elbows) and grappling (submission, chokeholds, throws
24 or takedowns), most forms of which are prohibited in boxing.

25 62. Promotion of live Elite Professional MMA events is not reasonably interchangeable with
26 promoting any other sport or entertainment, including boxing and/or kick-boxing. For instance, and on
27 information and belief, raising the prices for live MMA events above competitive levels by a small but
28 significant amount for a substantial period of time would not cause so many consumers to switch to

1 other sporting events or entertainment options that such price inflation would be unprofitable.
2 Moreover, dropping the price for attending or viewing any other sport relative to the price of attending
3 or viewing an MMA event by a small but significant amount for a substantial period of time would not
4 cause so many consumers to switch to the other sport that such relative price difference would be
5 profitable for the non-MMA event.

6 **2. The Relevant Geographic Market**

7 63. The relevant geographic market for the Relevant Output Market is the United States,
8 and, in the alternative, North America. In other words, the promotion of live MMA bouts in the United
9 States—and in the alternative, North America—is the appropriate market for analyzing the claims in
10 this case. For purposes of geographic boundaries of the Relevant Output Market, bouts that take place
11 outside of the U.S. (or in the alternative, outside of North America), but which are typically broadcast
12 live (or subject to a delay to account for differences among time zones) via television, Internet and/or
13 PPV into the U.S. (or in the alternative, North America), are in the relevant geographic market. A bout
14 which neither takes place in the U.S. nor is broadcast into the U.S. is not in the geographic market.

15 64. MMA events involving Elite Professional MMA Fighters are typically broadcast in the
16 U.S. on national television and reported on by national broadcasters (ESPN, FOX Sports, etc.) in
17 national media outlets. U.S. consumers do not view MMA events staged or broadcast outside of the
18 U.S. as reasonable substitutes for events staged in the U.S. or broadcast into it. Barriers associated with
19 language, travel, and other costs separate non-U.S.-promoted bouts from bouts promoted in the U.S.
20 The PPV, broadcast, and other rights to MMA promotions are sold separately in each country and
21 region. Consumers in the U.S. would not view events which are neither fought nor broadcast widely in
22 the U.S., and would not see such non-U.S. events as reasonable substitutes for bouts fought or broadcast
23 in the U.S. A small but significant increase in ticket prices for bouts fought or viewable in the U.S. would
24 not cause so many consumers to switch to bouts not fought or broadcast in the U.S. to make such an
25 increase unprofitable.

26 65. The United States is the only geographic area in which MMA Promoters operating in the
27 U.S. can practically turn for supplies and inputs necessary for promoting and broadcasting profitable live
28 MMA events to U.S. consumers. Staging a live event in the U.S. requires a venue in the U.S..

1 Broadcasting an event on television or PPV in the U.S., even if it takes place outside of the U.S.,
2 requires contracting with U.S. television broadcasting and/or PPV companies with licenses to operate in
3 the U.S. Bouts in the U.S. typically require mainly U.S.-based medical staff, judges, referees, and
4 athletic commissions.

5 66. In the alternative, if the geographic market extends beyond the U.S., it would include
6 North America, which has the same time zones as does the U.S., and includes countries that abut the
7 U.S. geographically, cutting down on travel and other costs.

8 **3. The UFC's Monopoly Power with Respect to Promoting Live Elite**
9 **Professional MMA Bouts.**

10 67. At all relevant times, the Defendant had monopoly power in the Relevant Output
11 Market, *i.e.*, the market for promoting live Elite Professional MMA bouts in the U.S. In the alternative,
12 even if the Relevant Output Market included North America, or indeed, the entire world, the UFC
13 would have monopoly power.

14 68. The UFC obtained and maintains monopoly power in the Relevant Output Market, in
15 large part, through the anticompetitive conduct alleged herein. The UFC possesses the ability to
16 control, maintain and increase prices associated with the promotion of professional live MMA bouts
17 above competitive levels and to impair and exclude competitors from promoting professional live MMA
18 bouts whether the Relevant Output Market is limited to the U.S. or, in the alternative, North America,
19 or the entire world. The UFC has the ability to foreclose, and has in fact foreclosed, would-be rivals
20 from the market for promoting live Elite Professional MMA bouts taking place or broadcast in the U.S.,
21 North America or the world.

22 69. The UFC has, and has exercised, the power to impair and exclude competition in the
23 Relevant Output Market no matter how it is geographically defined.

24 70. The UFC is, by far, the dominant provider of live Elite Professional MMA events in the
25 Relevant Output Market, regardless of whether the geographic market includes the U.S. only, North
26 America only, or the entire world. According to Zuffa's President, Dana White, by 2010, the UFC had
27 essentially eliminated all of its competition. He announced that, within the sport of MMA: "There is no
28 competition. We're the NFL. You don't see people looking at the NFL and going, 'Yeah, but he's not

1 the best player in the world because there's a guy playing for the Canadian Football League or the Arena
2 League over here.' We're the NFL. *There is no other guy.*'

3 71. The UFC possesses the ability to preclude or delay new entry into the Relevant Output
4 Market, to raise would-be rivals' costs in that market, to impair the opportunities and efficiencies of
5 would-be rivals, and to control prices and exclude competition.

6 72. The UFC enjoys high profit margins on its sales in the Relevant Output Market in the
7 U.S., North America, and around the world. The UFC's worldwide profit margins are among the
8 highest, if not the highest, in professional sports.

9 73. Because, as alleged below, the UFC possesses monopsony power in the Relevant Input
10 Market, *i.e.*, the market for Elite Professional MMA Fighter services, the UFC has been able to use that
11 dominance as a means to restrict access and limit expansion of actual or potential rivals into the
12 Relevant Output Market. Through, *e.g.*, exclusive contracts with MMA Fighters, the UFC has deprived
13 potential and actual competitors of Elite Professional MMA Fighter services. The UFC has also used its
14 ill-gotten power in the Relevant Markets to restrict its actual or potential rivals' access to top quality
15 venues, sponsors, endorsements, PPV and television broadcast outlets. The UFC exercises its
16 monopoly power to exclude competition for live Elite Professional MMA events, PPV access, athlete
17 and event endorsement rights, taped television programming, video-on-demand, merchandise (videos,
18 DVDs, video games, apparel, hats, sporting equipment, etc.), event and fighter sponsorships, and
19 copyright and trademark royalties.

20 74. As a result of its anticompetitive conduct, as alleged herein, the UFC receives
21 approximately 90% of all revenue generated by MMA events from the Relevant Output Market in the
22 U.S. and North America, and upon information and belief, throughout the entire world. From October
23 1, 2012 to September 30, 2013, Zuffa's annual revenues were approximately \$483 million, with
24 approximately \$256 million generated by the promotion of live events, and the remaining \$227 million
25 generated by ancillary revenue streams, which include but are not limited to, merchandising, licensing
26 fees, sponsorships, advertising fees, video game fees, and digital media revenue streams. Current UFC
27 revenues are estimated to exceed \$500 million annually.

1 75. Barriers to entry in the Relevant Output Market are high for several reasons, including
2 that, *inter alia*, establishing and maintaining a rival MMA promotion requires a substantial investment
3 of capital to be able to promote professional MMA bouts involving Elite Professional MMA Fighters
4 successfully. Successful promotion requires the ability to secure appropriate venues, sponsorships,
5 endorsements, and PPV and/or television distribution rights. The UFC asserts that the “UFC brand is
6 more recognizable than the sum of its individual fighters, as evidenced by its ability to nearly sell out
7 venues even before announcing the main card to the public.” According to Lorenzo Fertitta, “Zuffa has
8 built the UFC into an international brand that, in many instances, has been synonymous with the rapidly
9 growing sport of MMA.” In terms of promotions, prospective market entrants cannot enter the
10 Relevant Output Market unless they can attract and retain Elite Professional MMA Fighters. Actual or
11 potential rival promoters cannot attract and retain necessary Elite Professional MMA Fighters unless
12 they can demonstrate that they can promote a profitable bout that will result in potentially competitive
13 compensation to the fighters. The UFC has also amassed an unparalleled content video library of bouts
14 and continues to acquire rights to additional footage libraries which are an important component to
15 marketing Elite Professional MMA Fighters and bouts. The UFC’s anticompetitive conduct—which
16 deprives would-be rival promoters of MMA events of necessary inputs to pull off successful
17 promotions, including through exclusionary contracts with Elite Professional MMA Fighters
18 themselves—creates high barriers to entry for would-be rival promoters.

19 **B. The UFC has Monopsony Power in the Relevant Input Market**

20 **1. The Relevant Input Market**

21 76. The Relevant Input Market is the market for Elite Professional MMA Fighter services.

22 77. Elite Professional MMA Fighters are elite athletes who typically train for years before
23 competing professionally. In live professional MMA bouts, Mixed Martial Artists compete by using
24 multiple disciplines of martial arts, including wrestling, judo, jiu-jitsu, Muay Thai, karate, taekwondo
25 and boxing. Such bouts are registered with, sanctioned by and conducted according to rules
26 promulgated by the Athletic Commission (or equivalent thereof) for the jurisdiction in which the bout is
27 held.

1 78. Elite Professional MMA Fighters are typically compensated for participating as a
2 combatant in a live Elite Professional MMA bout.

3 79. Athletes who have trained for, and now engage in, sports other than MMA, including
4 professional boxing, and those who engage in a single martial art, such as judo, are not substitutes for
5 Elite Professional MMA Fighters. For instance, boxers and those who engage in a single martial art are
6 generally not trained in the additional forms of martial arts (which may include wrestling, judo, jiu-jitsu,
7 taekwondo, Muay Thai and karate) necessary to become and successfully compete as an Elite
8 Professional MMA Fighter.

9 80. Importantly, there are no reasonably interchangeable sports to which Elite Professional
10 MMA Fighters can turn when demand and compensation for Elite Professional MMA Fighters is
11 artificially suppressed below competitive levels. Other martial arts disciplines do not have the audiences
12 necessary for the fighters to earn competitive wages or even generally to be paid at all. For this and other
13 reasons, no material number of Elite Professional MMA Fighters could successfully transition to other
14 sports sufficient to prevent a monopsonist in the market for Elite Professional MMA Fighter services
15 from artificially suppressing Elite Professional MMA Fighter compensation by even a significant amount
16 for a substantial period of time.

17 81. For instance, with respect to judo, tournaments occur infrequently, and the major ones
18 (World Championships, Olympics) are for “amateur” fighters, that is, unpaid athletes. Brazilian Jiu
19 Jitsu (“BJJ”) is a popular amateur sport, but there are very few tournaments that offer more than
20 nominal prizes (as opposed to awarding salaries or prize money to competitors) and even those occur
21 rarely. Karate and Muay Thai, much like BJJ and judo, are mainly amateur disciplines. Muay Thai and
22 kick-boxing are striking disciplines that do not employ any of the grappling techniques of MMA of and
23 in which knowledge and proficiency is required to successfully compete. None of these sports would be
24 plausible alternatives for Elite Professional MMA Fighters who are facing artificial suppression of their
25 compensation by a monopsonist in the market for Elite Professional MMA Fighter services.

26 82. Neither boxing nor “professional” WWE wrestling provides reasonable alternatives for
27 Elite Professional MMA Fighters. Professional boxing requires years of intensive, specialized and
28 limited training in a striking art that MMA Fighters do not undergo. While Elite Professional MMA

1 Fighters do train in boxing, that is but one of many martial arts disciplines Elite Professional MMA
2 Fighters must practice, and it is not (and, indeed, cannot) be their sole focus. As a result, no material
3 number of Elite Professional MMA Fighters could successfully transition to boxing sufficient to prevent
4 a monopsonist in the market for Elite Professional MMA Fighter services from artificially suppressing
5 Elite Professional MMA Fighter compensation below competitive levels by even a significant degree for
6 a substantial period of time.

7 83. Although professional wrestling does pay compensation to its “wrestlers,” professional
8 wrestling events are staged, and depend predominantly on acting ability. It is extremely unusual for an
9 athlete to possess the right combination of skills to excel in both MMA and professional wrestling, and
10 furthermore, professional wrestling is not a sport at all requiring competition between athletes. For this
11 reason alone, professional wrestling is not a reasonable substitute for MMA. No material number of
12 Elite Professional MMA Fighters could successfully transition to professional wrestling sufficient to
13 prevent a monopsonist in the market for Elite Professional MMA Fighter services from artificially
14 suppressing MMA Fighter compensation by even a significant degree for a substantial period of time.

15 84. Because other sports are not plausible alternatives for Elite Professional MMA Fighters,
16 reducing the compensation of Elite Professional MMA Fighters below competitive levels by even a
17 significant degree for a substantial period of time will not cause sufficient numbers of Elite Professional
18 MMA Fighters to switch to other sports or professions to make the Elite Professional MMA Fighter
19 compensation suppression unprofitable. Quite simply, MMA is a highly specialized and unique sport
20 engaged in by elite athletes with years of cross-disciplinary training.

21 2. The Relevant Geographic Market

22 85. The relevant geographic market for the Relevant Input Market is the United States, and
23 in the alternative, North America.

24 86. A monopsonist in the Relevant Input Market would need to control only fighter services
25 in the United States, or in the alternative in North America, to be able to suppress Elite Professional
26 MMA Fighter compensation substantially below competitive levels.

27 87. Elite Professional MMA Fighters in the United States, or in the alternative, North
28 America, do not view participation in MMA bouts outside of the United States (or, in the alternative,

1 North America) as a reasonable substitute for bouts in the United States (or, in the alternative, North
2 America). Competing abroad imposes substantial costs on Elite Professional MMA Fighters, including
3 higher costs of training, travel, and lodging and reduced sponsorship income. Moreover, Elite
4 Professional U.S. MMA Fighters may have difficulty, or face significant costs associated with, obtaining
5 necessary visas and approvals for themselves, family members, sparring partners, or trainers needed for
6 fighting abroad. As a result, a U.S.-based MMA Fighter could not practically turn to a non-U.S.-based
7 MMA Promotion company to earn a living or competitive compensation as an Elite Professional MMA
8 Fighter.

9 88. Nearly all non-U.S.-based MMA promotion companies focus on regional or local
10 fighters. Moreover, non-U.S.-based MMA Promoters frequently hold only a few events per year—very
11 few of which are generally or widely open to non-locals. Further, non-U.S.-based MMA Promoters lack
12 the prestige of the UFC and most MMA Fighters would not view non-U.S.-based promoters as
13 interchangeable with the UFC. In any case, the UFC deprives non-U.S.-based promoters of Elite
14 Professional MMA Fighters. Accordingly, no significant number of U.S. Fighters can earn competitive
15 compensation for appearing in live Elite Professional MMA events in foreign geographic markets.

16 89. Successful foreign fighters have immigrated to the U.S. to participate in Elite
17 Professional MMA bouts. But, to the extent that a U.S. MMA Promoter such as the UFC is a net
18 importer of foreign labor, this fact would serve to enhance its monopsony power and bargaining power
19 vis-à-vis U.S. MMA Fighters and MMA Fighters as a whole.

20 **3. The UFC has Monopsony Power with Respect to Elite Professional MMA**
21 **Fighter Services.**

22 90. At all relevant times, the UFC had and continues to have monopsony power in the
23 Relevant Input Market, *i.e.*, the market for Elite Professional MMA Fighter services, whether that
24 market includes only the United States, only North America, or, alternatively, the entire world.

25 91. The UFC controls the vast majority of the market for Elite Professional MMA Fighter
26 services whether the geographic market includes only the United States, only North America, or the
27 entire world. The UFC possesses the ability to reduce the demand of, and compensation for, Elite
28 Professional MMA Fighter services without losing so much revenue as to make their conduct

1 unprofitable. As a result of the UFC's monopsony power in the Relevant Input Market, Elite
2 Professional MMA Fighters do not have the ability to turn to alternative MMA Promoters to earn
3 competitive compensation in response to the UFC's artificial suppression of demand and compensation
4 for Elite Professional MMA Fighter services.

5 92. The UFC's control of the Relevant Input Market affords it the ability to, *inter alia*, (i)
6 compensate Elite Professional MMA Fighters below competitive levels profitably for a substantial
7 period of time, (ii) artificially suppress demand for Elite Professional MMA Fighter services below
8 competitive levels, (iii) require UFC Fighters to enter into restrictive contracts, (iv) impair or preclude
9 UFC Fighters from engaging in their profession or working with would-be rival promoters; (v)
10 expropriate the rights to UFC Fighters' Identities in perpetuity for little or no compensation (which is
11 below competitive levels), and (vi) expropriate the Identities and deprive UFC Fighters of competitive
12 levels of payment for the exploitation of their Identities in UFC Licensed Merchandise and/or
13 Promotional Materials licensed or sold by the UFC or its licensees.

14 93. Whether the relevant market is the U.S. only, North America only, or the entire world,
15 the UFC is capable of artificially reducing compensation—and has in fact artificially reduced
16 compensation—of Elite Professional MMA Fighters without causing so many Elite Professional MMA
17 Fighters to switch to other sports or professions so as to make that compensation reduction
18 unprofitable.

19 94. Barriers to entry in the Relevant Input Market are high. To become an Elite Professional
20 MMA Fighter, one needs to be highly skilled and spend many years under specialized training in
21 multiple martial arts disciplines. Because MMA is a unique blend of various martial arts disciplines,
22 including boxing, Muay Thai (kick-boxing), judo, wrestling, BJJ, taekwondo and karate, a high level of
23 proficiency in any one discipline alone is not sufficient to achieve elite level status as an Elite
24 Professional MMA Fighter. For example, while a professional boxer may possess the mental and athletic
25 skill to box and take blows in the form of punches, if he does not possess expert ability to grapple,
26 wrestle or engage in other martial arts, he will not succeed as an Elite Professional MMA Fighter. Elite
27 Professional MMA Fighters are rare multidisciplinary athletes who can perform at very high levels in
28 more than one discipline. Also, training is costly and time consuming. To achieve elite status,

1 Professional MMA Fighters train daily, making alternative simultaneous full-time employment nearly
2 impossible. Training also requires the services of professional trainers and the relevant space and
3 training equipment. To rise to the level of a fighter capable of being promoted by the UFC, *i.e.*, an Elite
4 Professional MMA Fighter, a Professional MMA Fighter typically needs to work his or her way up the
5 ranks in local and regional promotions, often earning very little money in the process.

6 **C. Overview of the MMA Industry and the UFC's Dominance**

7 95. The popularity of MMA as a combat sport began to take off during the 1990s.

8 Professional MMA has since become one of the most popular and fastest growing spectator sports in the
9 U.S. and North America.

10 96. Elite Professional MMA Fighters are among the most respected professional athletes in
11 the world. Elite Professional MMA Fighters include world-class and Olympic athletes utilizing all
12 disciplines of martial arts, including wrestling, judo, jiu-jitsu, Muay Thai, taekwondo, karate and boxing,
13 in one-on-one bouts.

14 97. Professional MMA Fighters typically achieve the status of Elite Professional MMA
15 Fighters as UFC Fighters only after participating successfully in events organized by other local or
16 regional MMA Promoters.

17 98. MMA Promotions are not organized into leagues or teams as is common in many
18 organized sports. Typically, Professional MMA Fighters compete against other Professional MMA
19 Fighters who are under contract with the same promoter.

20 99. MMA Promoters host events that ordinarily contain seven to twelve bouts on a Card,
21 and bouts are organized by recognized weight classes. Together, all of the bouts for an event constitute
22 the Card. The Card at a typical event includes an Undercard, or a set of preliminary bouts, that
23 generally feature up-and-coming and/or local Professional MMA Fighters, and the Main Card, which
24 typically features Professional MMA Fighters who are further along in their careers and/or possess
25 higher levels of public notoriety.

26 100. The strength of the Card draws ticket purchases for live events as well as viewers for
27 broadcasts and purchases of PPV access (provided the promotion garners PPV coverage). During the
28 Class Period, it has been and continues to be extremely rare for a bout that is not promoted by the UFC

1 to garner PPV coverage. During the Class Period, no would-be rival MMA Promoter has staged a
2 profitable PPV event featuring Professional MMA Fighters. The strength of the Card also draws
3 merchandise sales and licensing fees, and contributes to the rates paid by sponsors, advertisers and
4 broadcasters. The Card thus helps to determine the size and scale of the physical venue in which the
5 event takes place, the scope and breadth of its distribution and event sponsorship rates, and the
6 merchandising campaign for the event.

7 101. Professional MMA events are sanctioned in the U.S. by the same state athletic
8 commissions as boxing. Nearly all athletic commissions in North America are members of the
9 Association of Boxing Commissions (“ABC”). All member commissions of the ABC have passed the
10 Unified Rules of Mixed Martial Arts (“Rules”) which govern professional MMA bouts and establish
11 MMA weight classes, ring-fighting area requirements and equipment, length of and number of rounds
12 in a bout, the rest period between rounds, the nature of the protective gear worn by fighters, judging
13 requirements, fouls, and other bout rules and regulations.

14 **D. The UFC’s Complete Control of its Sport is Unique in the Context of Big-Time**
15 **Professional Sports**

16 102. As more fully set forth below, due to the anticompetitive scheme alleged herein, the
17 UFC has been able to suppress Elite Professional MMA Fighters’ compensation to a very low
18 percentage of the revenues generated from bouts. On information and belief, UFC Fighters are paid
19 approximately 10-17% of total UFC revenues generated from bouts. As alleged further below, all UFC
20 Fighters—from the highest paid to the lowest—have had their compensation artificially reduced due to
21 the anticompetitive scheme challenged in this Complaint.

22 103. Athletes in sports such as boxing and the “Big 4,” *i.e.*, football, baseball, basketball and
23 hockey in the United States, generally earn more than 50% of league revenue, a significantly higher
24 percentage of revenues than those paid to UFC Fighters.

25 104. Boxers Floyd Mayweather and Manny Pacquiao take the number one and two spots,
26 respectively, on the “Forbes 100-highest paid athletes list,” earning upwards of \$40 million in
27 guaranteed purse for a single bout, before inclusion of PPV profits. Mayweather’s compensation has
28 reportedly topped \$90 million for a single bout for an event that draws comparable PPV purchase rates

1 to high-profile UFC events. As a result of the scheme alleged herein, UFC Fighters get a fraction of that
2 level of compensation. Famed boxing promoter Bob Arum, for example, pays his fighters approximately
3 80% of the proceeds generated by a Card. Comparing the fighter compensation between boxing and the
4 UFC, Arum accurately described the disparity between the UFC and boxing as follows: “Because of the
5 monopoly that the UFC has, they [the UFC] pay[s] their fighters maybe 20% of the proceeds that come
6 in on a UFC fight.”

7 **E. The Growth of MMA in the United States**

8 105. MMA’s initial growth in the 1990s was accompanied by the growth of competing MMA
9 Promoters. The UFC was founded in 1993. By 2001, MMA Promotions were competing vigorously in
10 the U.S. Prior to 2011, the existence of such competition allowed UFC Fighters—such as Mark Kerr, BJ
11 Penn, Mark Coleman, and Carlos Newton—to receive higher purses with UFC competitors. In 2001,
12 Zuffa purchased the UFC from Semaphore Entertainment Group (“SEG”) for \$2 million and
13 appointed White as its President. The UFC initially claimed that it was seeking co-promotion
14 arrangements with its competitors. At that time, according to White’s contemporaneous public
15 statements, co-promoting MMA events would benefit both the UFC and its competitors by ensuring
16 that MMA events featured the best bouts between Professional MMA Fighters regardless of the
17 Fighter’s Promoter. In fact, the UFC never intended to co-promote events.

18 106. By the mid-2000s, professional MMA had gained even broader mainstream support in
19 the United States. The UFC and its competitors actively promoted MMA events and began introducing
20 the sport to the public through more extensive television programming and marketing activities. As an
21 overall result of competition between rival promotions in the Relevant Input and Output Markets
22 through the early 2000s, MMA’s fan base grew dramatically; while fewer than 90,000 people purchased
23 the UFC’s first MMA PPV event, by 2006, the UFC’s PPV events drew more than one million buyers.
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VII. THE UFC’s ANTICOMPETITIVE SCHEME AND ITS RESULTING ANTITRUST INJURIES TO PLAINTIFFS AND MEMBERS OF THE CLASSES

A. The UFC’s Anticompetitive Scheme to Acquire, Maintain, and Enhance Monopoly and Monopsony Power

1. The UFC Has Leveraged its Monopoly and Monopsony Power to Deny Necessary Inputs to Would-Be Rival MMA Promoters.

107. The UFC has illegally acquired, maintained, and exercised monopsony power in the market for Elite Professional MMA Fighter services, *i.e.*, the Relevant Input Market, through an aggressive series of exclusionary and anticompetitive acts. The anticompetitive effects associated with this ill-gotten monopsony power manifest themselves as artificially suppressed compensation for Elite Professional MMA Fighters in the Bout Class, and the improper expropriation of Elite Professional MMA Fighters’ Identities, resulting in artificial underpayments (including non-payment) to UFC Fighters in the Identity Class.

108. Unless an MMA Promoter can attract and retain Elite Professional MMA Fighters, develop a fan base, attract sponsors, secure a major television distribution outlet, and secure high-quality venues, it cannot compete successfully in the Relevant Output Market. MMA Promoters cannot attract and retain Elite Professional MMA Fighters unless they can demonstrate to such athletes that they can promote profitable bouts that will result in significant compensation to those Fighters over an extended period of time. To achieve Elite status in the MMA Industry, Professional MMA Fighters must register wins in widely-viewed MMA events that build public notoriety, reputation, fan base, and earnings potential. Without big-ticket MMA Cards with Elite Professional MMA Fighters, MMA Promoters are unable to generate sufficient public demand to lock down sponsors and venues large enough to generate enough revenues to be able to offer sufficient bout purses that would enable them to attract Elite Professional MMA Fighters. The UFC, knowing this, has engaged in a scheme to deny its actual or potential rival MMA Promoters (and any potential future rivals) the access to inputs necessary to promote successful MMA events (*e.g.*, Elite Professional MMA Fighters, major sponsors, key venues).

1 **a. The UFC Uses Exclusive Contracts with UFC Fighters as Part of its**
2 **Anticompetitive Scheme.**

3 109. The UFC has illegally obtained and maintained its monopoly position in the Relevant
4 Output Market and its monopsony position in the Relevant Input Market (*i.e.*, the market for Elite
5 Professional MMA Fighter services), through an anticompetitive scheme to exclude and impair actual
6 or potential rival MMA Promoters such that they do not have access to the Elite Professional MMA
7 Fighters necessary to sustain and grow a profitable rival promotion company. As a result, Elite
8 Professional MMA Fighters have no effective alternative promoter with whom to contract for live Elite
9 Professional MMA bouts.

10 110. The UFC's illegal monopsony position is sustained, in part, through the use of exclusive
11 dealing agreements with UFC Fighters that lock in Elite Professional MMA Fighter services perpetually
12 and exclusively for the UFC. The UFC's exclusive contracts foreclose would-be rival promoters from
13 vital inputs—namely Elite Professional MMA Fighter services with the notoriety needed to sustain a
14 successful live Elite Professional MMA promotion. Discussing the UFC's exclusive contracts, White
15 has conceded that, across the MMA Industry, “everybody knows how crazy we are about protecting our
16 contracts.”

17 111. Through the anticompetitive scheme alleged herein, including by successfully
18 eliminating and impairing actual or potential rivals in the Relevant Output Market, the UFC has
19 garnered and maintained unrivaled bargaining power vis-à-vis Elite Professional MMA Fighters. The
20 UFC uses its monopsony power to extract exclusionary and restrictive concessions from all of its MMA
21 Fighters.

22 112. All UFC Fighters are classified as independent contractors that are compensated based
23 on the number of fights in which they participate. But the UFC uses standard form agreements with all
24 or nearly all of its UFC Fighters that require, *inter alia*, exclusivity and assignments of the rights to
25 Fighters' Identities. Given that, through the alleged scheme, the UFC dominates the Relevant Output
26 Market, *i.e.*, the market for promoting live Elite Professional MMA events, Elite Professional MMA
27 Fighters have little choice but to accept the UFC's exclusionary terms if they want to try to earn a living
28 as Elite Professional MMA Fighters.

1 113. The UFC’s standard agreements with Fighters have contained, during the 2000s and
2 continuing into the Class Period, at least the following restrictive provisions:

3 a. The “Exclusivity Clause,” which binds UFC Fighters into a restricted relationship with
4 the UFC and prohibits them from appearing in bouts televised or organized by actual or potential rival
5 promotions unless approved by the UFC, thus preventing athletes from receiving competitive purses
6 from co-promoted or competitor MMA events. This clause blocks actual or potential rival promotions
7 from having access to Elite Professional MMA Fighters under contract with the UFC for protracted
8 periods of time. Regardless of the term of the agreement, the provision includes various termination and
9 extension clauses that can be triggered at the UFC’s sole discretion, thereby effectively extending the
10 exclusivity provisions indefinitely.

11 b. The “Champion’s Clause,” which allows the UFC to extend a UFC Fighter’s contract
12 for as long as the athlete is a “champion” in his or her weight class, preventing the Fighter from
13 financially benefiting from his or her “championship” status by soliciting competing bids from other
14 MMA Promotions even after the end of his or her original UFC contract term. This clause specifically
15 blocks actual or potential rival promotions from having access to Elite Professional MMA Fighters,
16 which are needed for a would-be rival promotion event to be commercially successful. This clause also
17 denies UFC Fighters free agency—despite their being independent contractors—thereby retaining the
18 Fighter’s services for the UFC effectively indefinitely.

19 c. The “Right to First Offer” and “Right to Match” Clauses, which grant the UFC the
20 option to match the financial terms and conditions of any offer made to a UFC Fighter for an MMA
21 bout even after the Fighter’s contract has expired. Because the UFC’s contracts typically have already
22 required the Fighters to divest themselves of ancillary rights associated with the sale of their Identities
23 in perpetuity, rival offers, to the extent they could even exist, would not include compensation for rights
24 associated with the Fighters’ Identities and thus are artificially suppressed or would force would-be
25 rivals to bid to such a level to make the investment no longer profitable.

26 d. The “Ancillary Rights Clause,” which grants the UFC exclusive and perpetual
27 worldwide personality and Identity rights not only of the UFC Fighter, but of “all persons associated
28 with” the athlete, in any medium, including merchandising, video games and broadcasts, *and for all*

1 *other commercial purposes*, thus preventing MMA Fighters from financially benefiting from the
2 reputations that they built during their MMA careers *even after death*, and locking UFC Fighters out of
3 revenues generated by the exploitation of their Identities, including *after* the term of the contract. Thus,
4 although a single loss could allow the UFC to terminate a UFC Fighter's contract, the Ancillary Rights
5 Clause remains in effect in perpetuity. As a result, the UFC can restrict a UFC Fighter's ability to
6 promote himself or herself for profit even after the UFC Fighter's career with the UFC has ended.
7 Further, a separate clause in the agreement prevents a Fighter from ever referring to himself or herself
8 as a "'UFC fighter'" or "using the term 'UFC' without written permission." Among other
9 anticompetitive effects of this provision, even if a would-be rival promoter could get access to a current
10 or former UFC champion, those champions cannot advertise their status as UFC champions.
11 Accordingly, a potential rival promoter would be impaired in attempting to contract with the former
12 UFC Fighter to headline live MMA bouts.

13 e. The "Promotion Clause," which requires UFC Fighters to attend, cooperate and assist
14 in the promotion of bouts in which they fight and, as required by the UFC, *any other* bouts, events,
15 broadcasts, press conferences and sale of merchandise, for no additional compensation. By contrast, no
16 affirmative obligation exists for the UFC to promote the UFC Fighter. In fact, the UFC regularly
17 punishes athletes who do not bow to its whims. As just one example, UFC light-heavyweight champion
18 Jon Jones refused to take a short-notice replacement of one of his opponents. After his refusal, the UFC
19 issued a press release stating, "Lorenzo Fertitta (UFC chairman and CEO) and I [Dana White] are
20 disgusted with Jon Jones and Greg Jackson [Jones trainer]." White continued by stating, "UFC 151 will
21 be remembered as the event Jon Jones and Greg Jackson murdered." By denigrating the UFC Fighter in
22 public, the UFC drastically impacts a fighter's earnings ability as the consuming audience will support
23 events featuring the UFC Fighter in lower numbers, leading to reduced payments for bouts and
24 endorsements.

25 f. The "Retirement Clause," which gives the UFC the power "to retain the rights to a
26 retired fighter in perpetuity."
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1 g. Tolling provisions, which extend the term of the UFC Fighter’s contract during periods
2 when he or she is injured, retired, or otherwise declines to compete, thus virtually prohibiting even
3 disgruntled athletes from sitting out the term and signing with a would be rival promoter.

4 h. The “Sponsorship and Endorsement Clause,” which grants the UFC sole discretion over
5 all sponsorship and endorsement approvals. In effect, the Sponsorship and Endorsement Clause
6 requires the approval of the UFC *before* an entity can contract with a UFC Fighter to sponsor or endorse
7 the entity’s product or service during any UFC events. This gives the UFC control over sponsors and
8 Fighters and allows the UFC to block opportunities for sponsors where: (i) the UFC has decided to
9 boycott the sponsor in retaliation for the sponsor having endorsed non-UFC Fighters or otherwise
10 worked with actual or potential rival MMA Promoters; (ii) the sponsors have refused to pay the UFC’s
11 “sponsorship tax,” which is a fee paid to the UFC for the right to sponsor a UFC Fighter; or (iii) the
12 sponsors are engaged in ancillary business endeavors that compete with the UFC in any segment of the
13 MMA Industry that the UFC intends to dominate, such as, *e.g.*, MMA publications, MMA video
14 games, gyms, online MMA stores, energy drinks, online gaming sites, fan festivals and apparel
15 providers. This clause gives substantial power to the UFC to block sponsors from working with actual or
16 potential rival promoters and to deprive them of key revenue opportunities for themselves and their
17 fighters, making actual or potential rivals less profitable and a less attractive option for Elite Professional
18 MMA Fighters.

19 114. As the UFC gained and then maintained market and monopsony power through this
20 anticompetitive scheme, including by eliminating actual or potential rivals, in or about January 2014, it
21 added provisions—such as, *e.g.*, the “unilateral demotion-in-pay” provision which resets a Fighter’s pay
22 to lower purse levels if a given UFC Fighter loses a bout, and additional restrictions on sponsorship
23 rights—that further enhanced the UFC’s control over its Fighters.

24 115. None of the Plaintiffs in this matter is suing as part of this case, on behalf of himself or
25 herself or any proposed class member, to enforce any rights or provisions of his or her particular UFC
26 contract. Nor is any Plaintiff in this matter claiming, as part of this case, on behalf of himself or herself
27 or any proposed class member, that his or her contract, standing alone, violates the antitrust laws.
28 Rather, Plaintiffs allege here that all of the UFC’s contracts with Fighters—and the exclusionary

1 provisions therein—*taken together* form part of the UFC’s anticompetitive scheme to impair actual or
2 potential rivals and enhance its monopoly power in the Relevant Output Market and monopsony power
3 in the Relevant Input Market. Cumulatively, the exclusionary contractual provisions deprive the UFC’s
4 would-be rivals of all or virtually all of the critical input necessary to compete in the MMA Industry,
5 that is, Elite Professional MMA Fighter services.

6 **b. The UFC’s Exclusionary Scheme Included the Use of Threats,**
7 **Intimidation, and Retaliation Against MMA Fighters Who Work With**
8 **or For Would-Be Rivals or Speak Out Against the UFC.**

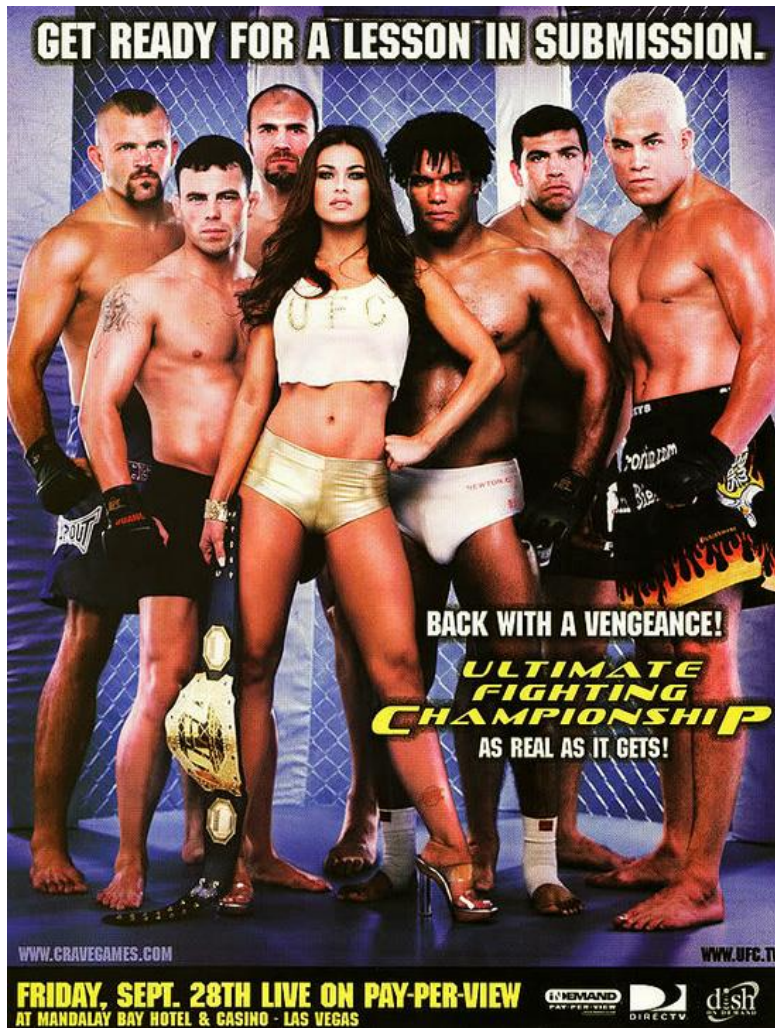
9 116. As part of its exclusionary scheme, the UFC has retaliated against (i) UFC Fighters who
10 work or threaten to work with would-be rival promoters, (ii) MMA Fighters who might someday wish to
11 compete in the UFC, and (iii) would-be rival promoters who work with UFC Fighters. As a result, UFC
12 Fighters have refused offers to fight for actual or potential rival promoters, even those that offer higher
13 compensation, out of fear that the UFC would retaliate against both the promoter and the Fighter.
14 Professional MMA Fighters are deterred by the UFC’s threats because Professional MMA Fighters
15 recognize that being banned from future opportunities to fight for the UFC will substantially diminish
16 their ability to earn income as Elite Professional MMA Fighters. Moreover, the UFC has control over
17 key sponsors, sponsors the UFC threatens never to work with if they contract with an Elite Professional
18 MMA Fighter against the UFC’s wishes.

19 117. For example, the UFC negotiated a deal with THQ, Inc. for the development of a UFC
20 video game. Zuffa required its athletes, for no compensation, to assign exclusively and in perpetuity
21 their likeness rights for video game use. Fighters who wished to negotiate this request were terminated,
22 including Plaintiff Jon Fitch. White also publicly threatened all MMA Fighters, even those not under
23 contract with Zuffa with a permanent ban from competing in the UFC if the Fighter chose to sign with
24 EA Sports.

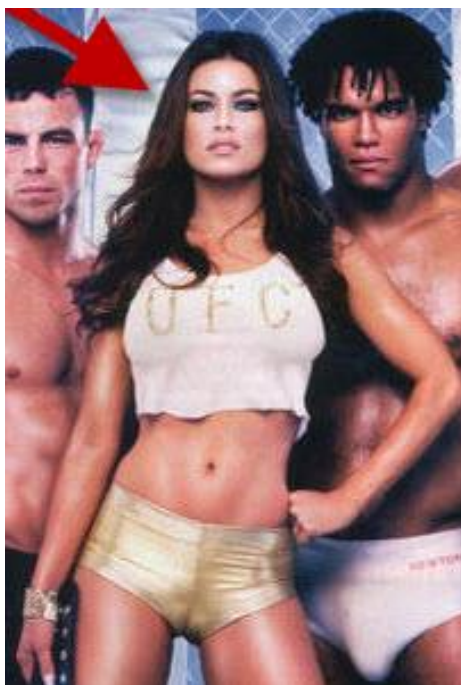
25 118. Additionally, following his victory over Matt Hughes in a welterweight title bout that had
26 been promoted by the UFC, UFC Fighter B.J. Penn informed the UFC that he planned to sign with an
27 actual or potential rival promotion company for a much higher payday than UFC was then offering. In
28 response, the UFC’s Dana White called Penn and threatened that the UFC would ban Penn from
fighting for the UFC forever if Penn worked with another promoter. White told Penn that Penn was

1 “f***ing done! You’ll never fight in the UFC again! You’re finished. You’re scorched earth,
2 motherf***er. Scorched earth. Don’t call me crying saying you want to come back because your f***ing
3 done!” White also threatened to remove or blur Penn’s face from UFC videos and promotions and said
4 he would remove his bout with Hughes from the UFC’s DVD library so that Penn “would be
5 forgotten.”

6 119. The UFC punished and continues to punish Fighters that refuse, or consider refusing,
7 the UFC’s contractual terms, including by eliminating them from the UFC’s Promotional Materials.
8 Through the “Ancillary Rights Clause” of its Promotional Agreements with Fighters, the UFC retains
9 rights to the names and likenesses of every UFC Fighter in perpetuity. Randy Couture, a well-known
10 and historically accomplished UFC Fighter who has obtained championship titles in multiple weight
11 classes, refused to assign his Ancillary Rights and, instead, attempted to negotiate control over his
12 Identity. According to Couture, he had “issues with Zuffa” after “g[e]t[ting] off on the wrong foot over
13 the ancillary rights in my contract and signing away my name and image, which then led to the
14 [UFC] . . . having m[e] pulled out of the video game, pulled out of the ad campaigns with Carmen
15 Electra and all those things. Because I wasn’t willing to just sign those things away like most fighters had
16 done to date at that point, I think that immediately put me on the outs with the manager, with Dana
17 [White] and the people that own the company.” In fact, Couture lost the benefit of being promoted by
18 the UFC despite competing in bouts, including by being airbrushed out of the following UFC ad
19 campaign for refusing to assign his Identity to the UFC for no compensation:
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18 (Below, Couture is airbrushed out of the ad campaign.)



c. **The UFC Uses Exclusive Contracts with Physical Venues and Sponsors to Impair and Foreclose Would-Be Rival MMA Promoters.**

120. The UFC has also frustrated entry and retarded rival expansion through a series of exclusive arrangements that foreclose would-be rival promoters from holding or distributing live Elite Professional MMA events through various venues.

121. Specifically, the UFC uses its control of the Relevant Input Market (garnered through the conduct alleged herein, including its exclusive contracts) to lock would-be rival promoters out of the highest revenue-generating physical venues for live Elite Professional MMA events in the U.S.

122. As a result of the UFC's dominance in the Relevant Markets and as part of its exclusionary scheme, the UFC imposes exclusivity provisions into its physical venue agreements that severely limit, and in some cases remove altogether, the ability of any would-be competitor to hold MMA events at premier venues in the U.S. For example, before and continuing through the Class Period, the UFC has intentionally inserted provisions into its agreements with event venues that prohibit the venues from staging live Elite Professional MMA events promoted by a would-be UFC rival promoter within a specified time either before or after a UFC event at the venue. Throughout the Class Period, the UFC has entered into such exclusionary provisions with top event venues along the Las Vegas Strip and elsewhere. Intending to shut out actual or potential rivals with these "black out" provisions in its venue contracts, the UFC has, for example, staggered its events in such venues along the Las Vegas Strip so that no would-be rival promoter can hold live Elite Professional MMA Promotions anywhere along the Las Vegas Strip—some of the most important and profitable venues for MMA events in the world. As a result of the UFC's exclusionary conduct, competing MMA Promotions are therefore forced to use second-rate venues, thereby inhibiting their ability to promote successful and profitable events, sell tickets and merchandise, secure major television distribution outlets, attract Elite Professional MMA Fighters, and otherwise generate revenues from MMA events.

123. As part of the scheme alleged herein, in or about June 2009 and continuing during the Class Period, the UFC fundamentally restructured MMA sponsorship to: (a) require that sponsors contract with and pay a fee to the UFC as a condition precedent to their ability to contract with any UFC Fighter, and (b) prohibit any sponsor who wants to work with the UFC from contracting with

1 actual or potential rival promotion companies or sponsoring non-UFC MMA Fighters. The UFC's
2 conduct, as part of its anticompetitive scheme, impairs the ability of UFC Fighters to engage in
3 individual or independent sponsor-fighter deals; blocks UFC Fighters from working with sponsors and
4 brands that in any way support non-UFC events or fighters (and thereby blocks would-be rival MMA
5 Promoters from access to important sponsors); and forces sponsors to drop deals with Professional
6 MMA Fighters who do not want to sign with the UFC so as to coerce those Elite Professional MMA
7 Fighters into signing exclusive contracts with the UFC. The UFC's scheme also enables the UFC to
8 unjustifiably obtain lucrative exclusive event sponsorship deals for itself. Consider just two examples
9 involving Quinton Jackson ("Jackson"). Jackson negotiated a deal with a company called "Round 5" to
10 develop an action figure based upon his "Rampage" persona. The UFC blocked the deal, and
11 subsequently entered into its own deal with Round 5 for the production of UFC action figures, a line
12 that included Jackson's likeness. Likewise, Jackson negotiated a deal with Reebok for sponsorship,
13 which had not been approved by the UFC, and the UFC used its dominance to block Jackson's
14 proposed sponsorship deal with Reebok in order to subsequently obtain a deal for itself.

15 124. The Sponsorship and Endorsement Clause in UFC contracts with UFC Fighters
16 prohibits UFC Fighters from contracting with sponsors unless they first obtain approval from the UFC.
17 Before a bout, the UFC notifies the UFC Fighters (and their respective managers) of the authorized list
18 of sponsors that may appear on a UFC Fighter during an event. The UFC also requires sponsors in
19 certain MMA Industry segments to pay anywhere from \$50,000 to \$250,000 in licensing fees, *i.e.*, a
20 "sponsorship tax," directly to the UFC for the right to associate their brands with specific UFC
21 Fighters. Only then may the sponsor negotiate with and sponsor a UFC Fighter during UFC events.
22 This "tax," in conjunction with bans of other MMA Industry sponsorship segments, has been
23 selectively utilized to essentially eliminate entire segments of the MMA Industry as income sources for
24 UFC Fighters and was implemented to enable the UFC to obtain lucrative licensing fees ("tax") and
25 event sponsorships for itself as well as to move into and dominate MMA Industry segments unrelated to
26 the promotion of live events.

27 125. Upon information and belief, during the Class Period, the UFC has regularly threatened
28 UFC sponsors by indicating that if they work with actual or potential rival promoters or sponsor

1 Professional MMA Fighters who compete in the events of such MMA Promoters, the UFC will ban the
2 sponsors from sponsoring UFC events or from sponsoring any UFC Fighters. As a result of these
3 threats, on information and belief, sponsors have refused to sponsor Professional MMA Fighters in
4 actual or potential rival promotions or to work with UFC Fighters on terms other than those demanded
5 by the UFC. Since sponsors are well aware of the UFC's dominance, the UFC's exclusionary conduct
6 effectively prevents many sponsors from entering into business relationships with would-be rival
7 promotions and non-UFC Professional MMA Fighters. Among other things, this conduct impairs and
8 forecloses actual and potential rival promoters by, *e.g.*, making it difficult for would-be rival promoters to
9 offer competitive compensation packages (including sponsorships) to Elite Professional MMA Fighters
10 and denies would-be rival promoters of the ability to earn sufficient revenues from their events to be
11 significantly lucrative and profitable.

12 126. Throughout the Class Period, the UFC has used the monopoly power that it has
13 acquired and maintained by the exclusionary scheme alleged in this Complaint to threaten sponsors into
14 pulling out of deals with non-UFC Elite Professional MMA Fighters as a means of coercing those
15 Fighters to sign exclusive contracts with the UFC. For example, when Elite Professional MMA Fighter,
16 Fedor Emelianenko, refused to sign a contract to fight for the UFC, the UFC demanded that Tapout, a
17 prominent clothing company and MMA sponsor, "dump [Emelianenko] or lose access to UFC events,"
18 according to M-1 Global President Vadim Finkelchstein, Emelianenko's promoter/manager. In
19 response, Tapout withdrew a potential seven-figure, one-year sponsorship deal with Emelianenko.

20 127. Prime physical venues and marquee sponsors are "must-have" inputs for would-be rival
21 MMA Promoters and, without them, such MMA Promoters are impaired in their ability to enter the
22 market and/or compete effectively. Therefore, the UFC's exclusive arrangements with venues and
23 sponsors, combined with the other aspects of the UFC's scheme, foreclose competitors from attracting
24 Elite Professional MMA Fighters and thereby competing successfully in the MMA Promotion business
25 at the highest level.
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1 **2. After Impairing Actual or Potential Rival Promoters in the Relevant Output**
2 **Market Through the Scheme Alleged Herein, the UFC Acquired Those**
3 **Would-Be Rivals that it Did Not Put Out of Business or Relegate to the**
4 **“Minor Leagues.”**

5 128. The UFC’s scheme successfully blocked actual or potential rival promoters from
6 accessing inputs necessary to put on successful MMA events and to operate, sustain, and grow
7 successful MMA Promotions that could eventually compete directly with the UFC. This scheme put
8 several actual or potential rival MMA Promoters out of business. Those companies that were not forced
9 to exit the MMA Promotion business by the scheme were weakened to such a degree that selling out to
10 the UFC was the only realistic option. As a result, and as part of the alleged scheme, from December
11 2006 to March 2011, the UFC engaged in a series of strategic acquisitions of competing MMA
12 Promoters, culminating with its acquisition of rival MMA promotion company, Strikeforce. The UFC’s
13 acquisitions, along with other aspects of the exclusionary scheme, resulted in the UFC becoming, by its
14 own admission, the only meaningful Promoter of live Elite Professional MMA in the U.S. or North
15 America, enhancing the UFC’s monopoly power in the Relevant Output Market and monopsony power
16 in the Relevant Input Market.

17 129. Beginning at least as early as December 2006, the UFC embarked on a campaign to
18 monopolize and monopsonize the Relevant Markets. As part of a deliberate plan to consolidate the
19 MMA Industry and more broadly solidify its control over the Relevant Markets, the UFC began
20 acquiring its competitors one by one. In December 2006, the UFC announced the acquisition of actual
21 or potential rival promoters World Extreme Cagefighting (“WEC”) and World Fighting Alliance
22 (“WFA”). Initially, the UFC operated WEC, based in California, as a separate MMA promotion
23 company, broadcast on a separate cable network to block would-be rivals from being televised on the
24 network. But in October 2010, the UFC announced that it was merging the WEC and all of its fighters
25 with the UFC. The UFC’s acquisition of WEC enabled the UFC to eliminate a would-be rival for Elite
26 Professional MMA Fighters in heavier weight classes, while also acquiring the major promotion entity
27 for Fighters in lighter weight classes. The UFC also acquired “Pride” and several other would-be rival
28 promoters in 2007.

1 130. Between 2008 and 2011, and continuing into the present, the UFC accelerated its
2 aggressive anticompetitive campaign. As part of the scheme alleged herein, the UFC's efforts to prevent
3 any successful competitive activity by new entrants directly contributed to the impairment and ultimate
4 failure of the following MMA Promoters, including among others:

5 a. Affliction Entertainment/Golden Boy Promotions. Golden Boy Promotions is the
6 promotional arm of legendary boxer Oscar de la Hoya. Golden Boy partnered with Affliction
7 Entertainment and entered the market for promotion of live Elite Professional MMA events for less
8 than one year before being forced to pull out in 2009 after just two events. As part of its scheme, the
9 UFC forced Affliction, a niche apparel provider, to exit the MMA promotion business by raising its
10 costs and blocking Affliction from continuing to sponsor any UFC Fighters.

11 b. HDNet Fights. HDNet Fights was founded in 2007 by billionaire owner of the Dallas
12 Mavericks and HDNet founder, Mark Cuban. HDNet Fights briefly promoted its own live Professional
13 MMA bouts. By 2009, the UFC had forced Cuban to shut down and, instead, become a bondholder in
14 Zuffa. The combination of the UFC's Exclusive Promotional Agreements, its persistent refusal to co-
15 promote, and its blocking of the ability of Elite Professional MMA Fighters to self-promote, even after
16 the terms of their contracts had expired, prevented Cuban's promotion company from promoting
17 potentially lucrative fights, including a proposed mega fight between Randy Couture and Russian
18 superstar Fedor Emelianenko.

19 131. By 2011, the only potentially robust competitor to the UFC was Strikeforce, an MMA
20 promotion company that had been threatening to become a major force in the MMA Industry.
21 Strikeforce had a strong roster of Elite Professional Mixed Martial Artists, and at the time was the only
22 major MMA outfit promoting women's MMA. It also had signed lucrative broadcast deals with
23 Showtime and CBS. In addition, Strikeforce had succeeded in obtaining significant promotional
24 sponsors and entered an agreement with EA Sports to develop an MMA video game to compete with
25 the UFC's MMA video game, which had been developed by THQ of Agoura Hills, California.
26 Strikeforce also publicly announced its desire to co-promote high-level MMA events with international
27 promoters, and had a number of co-promotional arrangements, including co-promotional arrangements
28 with Russian promoter M-1 and the Japanese promotion Dream. Co-promotional arrangements,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 **VIII. INTERSTATE COMMERCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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DEMAND FOR JURY TRIAL

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

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