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9 EIGHTH JUDICIAL DISTRICT COURT
10 CLARK COUNTY, NEVADA

11
12 KEN SHAMROCK, INC., a California
13 Corporation,

14 Plaintiff,

15 vs.

16 ZUFFA, L.L.C., a Nevada Limited
17 Liability Company and DOES 1 through
18 50, inclusive,

19 Defendants.

Case No:
Dept. No:

A 561085

XXII

COMPLAINT FOR:

- 1) BREACH OF CONTRACT; AND
- 2) DECLARATORY RELIEF

20 COMES NOW plaintiff, KEN SHAMROCK, INC. ("PLAINTIFF") for causes of action
21 against defendants, ZUFFA, L.L.C. and DOES 1 through 50, inclusive, (collectively
22 "DEFENDANTS") and alleges as follows:

23 IDENTIFICATION OF THE PARTIES

24 1. Plaintiff KEN SHAMROCK, INC. ("SHAMROCK, INC.") is a California
25 corporation in good standing, and at all relevant times mentioned herein, maintained its
26 principal place of business in the City of Susanville, County of Lassen, State of California.

27 2. Ken Shamrock, ("Shamrock") is a professional mixed-martial arts fighter and
28 is an employee of PLAINTIFF, currently residing in the City of Sparks, County of Washoe,

1 State of Nevada.

2
3 3. Defendant ZUFFA, L.L.C. ("ZUFFA") is, and at all relevant times mentioned
4 herein was a Nevada Limited Liability Company with its principal place of business in Clark
5 County, Nevada. ZUFFA is in the business of promoting professional mixed-martial arts fights
6 through an organization known as the Ultimate Fighting Championship ("UFC").

7 4. PLAINTIFF is ignorant of the true names and capacities of the defendants sued
8 herein under the fictitious names DOES 1 through 50, inclusive. PLAINTIFF will amend this
9 Complaint to allege their true names and capacities when ascertained. PLAINTIFF is informed
10 and believes that each of the Doe Defendants were responsible in some manner for the current
11 injuries alleged in this Complaint.

12 5. At all times mentioned in this Complaint, each Defendant was the agent/employee
13 of each and every other Defendant. In doing the things alleged in this Complaint, each and
14 every Defendant was acting within the course and scope of this agency and employment and
15 was acting with the consent, permission, and authorization of each of the other Defendants. All
16 actions of each Defendant alleged in this Complaint were ratified and approved by the officers
17 or managing agents of every other Defendant.

18 6. Venue and jurisdiction is proper before this Court based upon Paragraph 26.2 of
19 the contract which is the basis of this action which states as follows: "ZUFFA and Fighter agree
20 that the exclusive jurisdiction and venue for the resolution of any dispute arising from or
21 relating to this Agreement shall lie in the Eighth District Court for the State of Nevada, sitting
22 in Las Vegas, Nevada."

23 STATEMENT OF FACTS

24 7. PLAINTIFF hereby incorporates paragraphs 1 through 6 of this Complaint as if
25 fully set forth herein.

26 8. Shamrock is a professional mixed-martial arts fighter with a storied career.
27 Shamrock is one of only three men to ever be inducted into the UFC Hall of Fame.

28 9. Shamrock was always a major draw for UFC pay-per-view events. Some of the
largest grossing UFC events ever were headlined by Shamrock.

1 10. In early 2006, Shamrock fought Jacob "Tito" Ortiz ("Ortiz") for a second time
2 in a UFC pay- per-view event. The fight ended in a controversial victory for Ortiz which left
3 many UFC fans demanding a rematch.

4 11. As such, UFC President Dana White ("White") approached Shamrock regarding
5 Shamrock entering a contract with ZUFFA whereby Shamrock would fight Ortiz for a third
6 time. As an express condition of the agreement, ZUFFA insisted Shamrock enter a two fight
7 deal so that it would have the contractual right to broadcast Shamrock's next fight after the Ortiz
8 rematch.

9 12. In August of 2006, within the jurisdictional boundaries of this Court, the parties
10 entered into a written agreement ("Agreement") whereby Shamrock, as an employee of
11 SHAMROCK, INC., agreed to fight in two UFC fights in a 12-month period unless he should
12 choose to retire after the first of those, the Shamrock/Ortiz rematch. The Agreement contained
13 agreed upon payments for each fight. A true and correct copy of the Agreement will be
14 provided to the court pursuant to the terms of a contractually required confidentiality agreement,
15 the terms of which are currently being negotiated. Once the confidentiality agreement is
16 finalized the Agreement will be attached to this complaint as Exhibit "A".

17 13. The first fight under the term of the Agreement was the rematch against Ortiz
18 which took place on October 10, 2006. Shamrock lost that fight. Immediately thereafter,
19 Shamrock stated in interviews and to the media that he would retire from the mixed-martial arts
20 competition.

21 14. Paragraph 10.3 of the Agreement contains three elections available to ZUFFA
22 in the event a fighter decides to retire from mixed martial arts fighting during the term of the
23 Agreement. The Agreement authorizes ZUFFA to elect one of three options in the event of
24 Shamrock's retirement. SHAMROCK, INC. is informed and believes and thereon alleges that
25 ZUFFA made an election after Shamrock retired pursuant to Paragraph 10.3.

26 15. After several months of retirement, Shamrock decided to fight again. In June
27 of 2007, Shamrock's agent, Rodney L. Donohoo ("Donohoo"), sent White an e-mail stating that
28 Shamrock wanted to fight again and was ready for the second fight under the Agreement. On

1 June 8, 2007 ZUFFA Chief Operating Officer, Kirk Hendrick ("Hendrick") responded to
2 Donohoo's request for the second fight under the terms of the Agreement. In his letter Hendrick
3 informed Donohoo of the election ZUFFA made under paragraph 10.3 of the Agreement when
4 it learned of Shamrock's retirement. Once the confidentiality agreement is finalized,
5 Hendrick's June 8, 2007 letter will be attached to this complaint as Exhibit "B".
6

7 16. Thereafter, in a series of written and oral communications, Donohoo, White, and
8 Hendrick discussed issues surrounding the second fight. There were disagreements between
9 the parties regarding the second fight. Eventually, White informed Donohoo that ZUFFA was
10 going to change its election under paragraph 10.3 of the Agreement because of Shamrock's
11 previous retirement.

12 17. Shocked, Donohoo informed White that the Agreement did not allow ZUFFA to
13 change its election after Shamrock came out of retirement and had begun training for the second
14 fight under the Agreement. Donohoo, White, and Hendrick continued to discuss their respective
15 positions regarding the rights and obligations of both parties to the Agreement orally and in
16 writing for several months but could not resolve the dispute.

17 18. The last communication between the parties on this issue was a November 2, 2007
18 letter Hendrick wrote to Donohoo which confirmed that ZUFFA made and then changed its
19 election under paragraph 10.3 of the Agreement.

20 Once the confidentiality agreement is finalized, Hendrick's November 2, 2007 letter
21 will be attached to this complaint as Exhibit "C".

22 19. ZUFFA never provided Shamrock with the second fight under the terms of the
23 Agreement.

24 20. As Hendrick confirmed by the express language of his June 8, 2007 and November
25 2, 2007 letters, ZUFFA elected to suspend the term of the Agreement during Shamrock's
26 retirement pursuant to Paragraph 10.3, as opposed to terminating the Agreement under
27 Paragraph 10.3. SHAMROCK, INC. believes that there is nothing in the Agreement which
28 allows ZUFFA to change its election after it was made. Furthermore, under the Agreement,
ZUFFA had no ability to terminate the Agreement at all since Shamrock was training for the

1 second fight under the Agreement. Notwithstanding its conduct and the admissions contained
2 in Hendrick's letters, ZUFFA apparently believes that it can unilaterally change its election
3 under paragraph 10.3 of the Agreement as often as it chooses.

4 **FIRST CAUSE OF ACTION**

5 **BREACH OF CONTRACT (AGAINST ALL DEFENDANTS)**

6 21. PLAINTIFF hereby incorporates paragraphs 1 through 20 of this Complaint as
7 if fully set forth herein.

8 22. SHAMROCK, INC. performed all conditions, covenants, and promises required
9 to be performed in accordance with the terms and conditions of the parties' Agreement, except
10 those terms and conditions for which performance was excused by DEFENDANTS' breach.
11 ZUFFA breached the Agreement when it failed and refused to provide Shamrock with a second
12 fight as is required by the Agreement after he came out of retirement.

13 23. As a proximate result of DEFENDANTS' breach of the Agreement, PLAINTIFF
14 has been deprived of the amount owed under the Agreement for the second fight.

15 24. As a further proximate result of DEFENDANTS' breach, PLAINTIFF has been
16 forced to incur attorney's fees and costs, in an amount according to proof at time of trial.

17 **SECOND CAUSE OF ACTION**

18 **DECLARATORY RELIEF (AGAINST ALL DEFENDANTS)**

19 25. PLAINTIFF hereby incorporates paragraphs 1 through 24 of this Complaint as
20 if fully set forth herein.

21 26. An actual controversy has arisen and now exists between the parties as ZUFFA
22 believes it has the right to change its election and terminate the Agreement under paragraph
23 10.3 after Shamrock came out of retirement and after ZUFFA had previously elected to suspend
24 as opposed to terminate the Agreement under Paragraph 10.3. SHAMROCK, INC. believes
25 that the Agreement does not provide such rights to ZUFFA. SHAMROCK, INC. seeks a
26 declaration that ZUFFA cannot change its election under paragraph 10.3 and that the Agreement
27 remained in full force and effect after Shamrock came out of retirement.

28 27. Such a declaration is necessary and appropriate at this time so SHAMROCK,

1 INC. may ascertain its rights and duties with respect to the Agreement.

2
3 **WHEREFORE**, SHAMROCK, INC. prays for judgment against DEFENDANTS, and
4 each of them, as follows:

5 **FIRST CAUSE OF ACTION (Breach of Contract)**

- 6 1. For damages in excess of \$10,000.00, the exact amount of which will be proven
7 at time of trial;
8 2. For attorneys fees and costs of suit incurred herein; and
9 3. For such other and further relief as the court deems just and proper.

10 **SECOND CAUSE OF ACTION (Declaratory Relief)**

- 11 1. For a declaration of the rights of parties named herein to an interest in the
12 Agreement; and
13 2. For attorneys fees and costs of suit incurred herein; and
14 3. For such other and further relief as the court may deem proper.

15 Dated this 15th day of April, 2008.

16 JANET S. MARKLEY, ESQ., P.C.

17 By: 

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