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6 Attorneys for Plaintiffs, SANTOS SAUL ALVAREZ
7 BARRAGAN and SA HOLIDAY, INC.

8 **UNITED STATES DISTRICT COURT**
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

10
11 SANTOS SAUL ALVAREZ
12 BARRAGAN; SA HOLIDAY, INC.,

13 Plaintiffs,

14 v.

15 DAZN NORTH AMERICA INC.; DAZN
16 MEDIA INC.; DAZN US LLC;
17 PERFORM INVESTMENT LIMITED;
18 GOLDEN BOY PROMOTIONS, LLC;
19 GOLDEN BOY PROMOTIONS, INC.;
OSCAR DE LA HOYA; AND DOES 1-25,

20 Defendants,

Case No.: 2:20-cv-8226

COMPLAINT FOR:

1. **BREACH OF CONTRACT;**
2. **BREACH OF CONTRACT;**
3. **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING;**
4. **INTENTIONAL INTERFERENCE WITH CONTRACT;**
5. **NEGLIGENT INTERFERENCE WITH CONTRACT;**
6. **INTENTIONAL INTERFERENCE PROSPECTIVE ECONOMIC RELATIONS;**
7. **NEGLIGENT INTERFERENCE PROSPECTIVE ECONOMIC RELATIONS;**
8. **FRAUD - CONCEALMENT;**
9. **BREACH OF FIDUCIARY DUTY; AND**
10. **DECLARATORY RELIEF**

DEMAND FOR JURY TRIAL

27 For their Complaint, Plaintiffs SANTOS SAUL ALVAREZ BARRAGAN and
28 SA HOLIDAY, INC. (collectively “Alvarez” or “Canelo”), allege as follows:

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INTROUCTION

1
2 1. This lawsuit arises from the breach of the single largest contract in this
3 history of boxing, and one of the largest in all of sport.

4 2. SANTOS SAUL ALVAREZ BARRAGAN is a professional boxer who
5 is widely thought to be amongst the best of his generation; he is a four-division world
6 champion. Alvarez is known to his fans worldwide as “Canelo.”

7 3. Defendants GOLDEN BOY PROMOTIONS, LLC, GOLDEN BOY
8 PROMOTIONS, INC., and OSCAR DE LA HOYA (collectively “Golden Boy
9 Promotions”) have been Alvarez’ boxing promoters since approximately 2010.

10 4. Defendants DAZN NORTH AMERICA INC., DAZN MEDIA INC.,
11 DAZN US LLC, and PERFORM INVESTMENT LIMITED (collectively “DAZN”)
12 are a worldwide “over the top” sports broadcaster that airs boxing matches, amongst
13 other events, via the DAZN website and app available on phones, tablets, smart tvs,
14 and similar devices.¹

15 5. Early on the morning of October 17, 2018, ESPN reported, “Canelo
16 Alvarez signs 5-year, 11-fight deal worth minimum \$365 million with DAZN.”²
17 Hours later, Eric Gomez (“Gomez”), President of Golden Boy Promotions, took the
18 stage at a press conference at Madison Square Garden to officially announce the
19 news.³ Gomez said:

20 ...For us this a major day today, there is historic news and we are very
21 happy to share with all of you...Us at Golden Boy took a major step
22 ... by finalizing a deal with the sports streaming leader in the world,
23 DAZN, so we’re very excited about that. Canelo will start a new era
24 of sports with having his next 11 fights with DAZN.... Obviously for
25

26 ¹ Plaintiffs are informed and believe that one or all of the DAZN defendants are the
successors of interest to Perform Investment Limited.

27 ² [https://www.espn.com/boxing/story/_/id/25003974/canelo-alvarez-signs-5-year-11-fight-
deal-worth-365-million-dazn](https://www.espn.com/boxing/story/_/id/25003974/canelo-alvarez-signs-5-year-11-fight-deal-worth-365-million-dazn)

28 ³ <https://www.youtube.com/watch?v=SRAQhuc5fvQ>

1 Canelo this is historic as well...he's got the richest guaranteed
2 contract in sports history; so that is very exciting for him.

3 6. Moments later, John Skipper (“Skipper”), DAZN’s Executive Chairman,
4 took the stage. He said:

5 Right now, Canelo Alvarez is the most important fighter in pay-per-
6 view....His next 11 fights will be available exclusively internationally
7 on DAZN...During the course of this deal, five years and the next 11
8 Canelo fights, DAZN will return premium boxing matches to fight
9 fans for a reasonable, affordable, subscription price and we will build
10 a robust subscription base off the demonstrated existing demand for
11 these fights. Today represents a major shift in over-the-top sports
12 content....

13 7. In the 23 months since his union with Golden Boy and DAZN, Alvarez
14 has fought in three boxing matches. He defeated Rocky Fielding on December 15
15 2018 to capture the WBA World Super Middleweight title; he defeated Danny Jacobs
16 on May 4, 2019 to unify the WBC, WBA, and IBF World Middleweight titles; and he
17 defeated Sergey Kovalev on November 2, 2019 to capture the WBO World Light
18 Heavyweight title.

19 8. Boxing fans and boxing media recognized the greatness of Alvarez’ 2019
20 campaign. Sports Illustrated, ESPN, Ring Magazine, the Athletic, and the Boxing
21 Writers Association of America named Canelo their 2019 Fighter of the Year.
22 Following Alvarez’ knockout of Kovalev, Ring Magazine “The Bible of Boxing”
23 elevated Alvarez to the top spot on their mythical pound-for-pound fighter ratings.

24 9. Despite Alvarez’ successes, both DAZN and Golden Boy have broken
25 the promises they made to each other, Alvarez, and boxing fans; in doing so
26 Defendants have breached their respective contracts and caused Alvarez damages of –
27 at least - \$280 million.
28

PARTIES, JURISDICTION, AND VENUE

1
2 10. Plaintiff SANTOS SAUL ALVAREZ BARRAGAN is a citizen of the
3 Country of Mexico.

4 11. Plaintiff SA HOLIDAY, INC. is a Nevada Corporation with its principle
5 place of business in the State of Nevada.

6 12. Plaintiffs are informed and believe that Defendant DAZN NORTH
7 AMERICA INC. is a Delaware Corporation with its principle place of business in the
8 State of New York.

9 13. Plaintiffs are informed and believe that Defendant DAZN MEDIA INC.
10 is a New York Corporation with its principle place of business in the State of New
11 York.

12 14. Plaintiffs are informed and believe that Defendant DAZN US LLC is a
13 Delaware Limited Liability Company with its principle place of business in the State
14 of New York.

15 15. Plaintiffs are informed and believe that Defendant PERFORM
16 INVESTMENT LIMITED is a New York Limited Liability Company with its
17 principle place of business in the State of New York.

18 16. Plaintiffs are informed and believe that one or all of the DAZN
19 defendants are the successors of interest to PERFORM INVESTMENT LIMITED, a
20 New York Limited Liability Company.

21 17. Plaintiffs are informed and believe that Defendant GOLDEN BOY
22 PROMOTIONS, LLC, is a Delaware Limited Liability Company with its principle
23 place of business in Los Angeles, California.

24 18. Plaintiffs are informed and believe that Defendant GOLDEN BOY
25 PROMOTIONS, INC. is a California Corporation with its principle place of business
26 in Los Angles, California.

27 19. Plaintiffs are informed and believe that Defendant OSCAR DE LA
28 HOYA is an individual and a citizen of the State of California who resides in Los

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1 Angeles County.

2 20. Plaintiffs do not know the true names and capacities of defendants sued
3 as DOES 1 through 25, who therefore sues said defendants under their fictitious
4 names. Plaintiffs will seek leave to amend this complaint when the true names and
5 capacities of these defendants have been ascertained.

6 21. At all times mentioned each defendant was an agent, principal,
7 representative, alter ego and/or employee of the others and each was at all times acting
8 within the course and scope of said agency, representation and/or employment and
9 with the permission of the others.

10 22. This Court has jurisdiction over the subject matter of Plaintiffs’
11 Complaint under 28 § 1441(a) because the Complaint is within this Court’s original
12 jurisdiction under 28 U.S.C. § 1332(a).

13 23. This Court has diversity jurisdiction over this matter pursuant to 28
14 U.S.C. § 1332(a) because the parties are citizens of different states and nations and the
15 amount in controversy exceeds the jurisdictional threshold of \$75,000.

16 24. The Court has personal jurisdiction over the Defendants and venue is
17 proper in the Central District of California because: 1) Golden Boy Promotions is
18 based in Los Angeles County, within the Central District of California; 2) Oscar De
19 La Hoya resides in Los Angeles County, within the Central District of California; and
20 3) DAZN has employees, conducts business, and broadcasts to customers within the
21 Central District of California.

22 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23 **The Agreement Between Golden Boy Promotions and DAZN**

24 25. Plaintiffs are informed and believe that on or about October 11, 2018
25 Golden Boy Promotions and DAZN entered into a contract for DAZN to broadcast
26 boxing matches arranged and promoted by Golden Boy Promotions (“the DAZN
27 Contract”) until, at least 2023.

28

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1 26. Alvarez, who, at that time, held the WBC, WBA and IBF World
2 Middleweight titles was the crown jewel of the DAZN Contract. Alvarez’ previous
3 three bouts had each sold over 1 million domestic pay-per-view buys and had
4 generated hundreds of millions of dollars in revenue worldwide.

5 27. Plaintiffs are informed and believe that the DAZN Contract required
6 DAZN to pay to Golden Boy Promotions a license fee of \$40 million dollars per bout
7 for ten Alvarez bouts expected to occur in the years 2019 to 2023. The DAZN
8 Contract required DAZN to pay a reduced license fee for a December 2018 Alvarez
9 bout with Rocky Fielding. Plaintiffs are informed and believe that at the time Golden
10 Boy Promotions and DAZN entered into the DAZN Contract, the Defendants
11 expected and understood that the bulk of the license fee to be paid to Golden Boy
12 Promotions would flow to Alvarez as his purse for the bouts.

13 28. Plaintiffs are informed and believe that the DAZN Contract required
14 DAZN to pay significantly smaller license fees to broadcast up to ten annual boxing
15 cards promoted and arranged by Golden Boy Promotions that did not feature Alvarez.

16 29. Plaintiffs were not party to the negotiations of the DAZN Contract;
17 although Plaintiffs have repeatedly requested copies of the DAZN Contract from both
18 Golden Boy Promotions and DAZN, it has not been shared with them.

19 **The Agreement Between Golden Boy Promotions and Alvarez**

20 30. In the early morning hours of October 17, 2018, Alvarez and Golden Boy
21 Promotions executed a contract that gave Golden Boy Promotions the right to arrange
22 and promote Alvarez’ next eleven fights (“the Alvarez Contract” or together with the
23 DAZN Contract, “the Contracts”).⁴

24
25 ⁴ Prior to the execution of the Alvarez Contract, Golden Boy Promotions promoted Alvarez
26 under an agreement wherein the parties contractually split the revenue generated from Alvarez’ pay-
27 per-view bouts. The Alvarez Contract gave Alvarez continuing rights to audit revenues, expenses,
28 and payments under it and the prior agreement. An audit is presently ongoing and Alvarez reserves
all rights to recoup unpaid revenues or overcharged expenses for any of his bouts promoted by
Golden Boy Promotions.

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1 31. The Alvarez Contract required Golden Boy to pay Alvarez guaranteed
2 payments totaling \$365 million for his next eleven boxing matches (\$15 million for
3 the December 2018 bout with Rocky Fielding and \$35 million dollars for each of his
4 ten bouts thereafter), expected to be on or about May 5 and September 15 of the years
5 2019 to 2023.⁵ Pursuant to the Alvarez Contract, Oscar De La Hoya, Golden Boy
6 Promotions’ CEO, personally assumed liability for all guaranteed payments.

7 32. The Alvarez Contract also specified the division of ticket revenues (the
8 “gate”) from the bouts under the agreement between Plaintiffs and Golden Boy
9 Promotions.

10 33. Other than Mr. Fielding, the Alvarez Contract did not require Alvarez to
11 box any specific opponent. Instead, it specified that Alvarez’ opponents “be mutually
12 selected by [Alvarez] and [Golden Boy Promotions], subject to [Alvarez’] final
13 approval, not to be unreasonably withheld.” Notably, the Alvarez Contract did not
14 mention that DAZN would have any right to accept or reject any opponents selected
15 by Alvarez.

16 34. The Alvarez Contract carved out specific potential opponents – including
17 former world middleweight champion, Gennady Golovkin – as requiring a guaranteed
18 payment of no less than \$35 million, to be separately negotiated between Alvarez and
19 Golden Boy Promotions.

20 35. At the same time Plaintiffs executed the Alvarez Contract, Alvarez also
21 signed a Deed acknowledging that Golden Boy Promotions had contracted that his
22 next eleven bouts, including two in each 2019 to 2023, would be broadcast by DAZN
23 and that he would actively participate in agreed promotional activities related to those
24 bouts.

25 _____
26 ⁵ The weekends of Cinco de Mayo and Mexican Independence Day have traditionally been
27 the time when boxings biggest stars have put on its biggest bouts. It is Alvarez’ custom and practice
28 to celebrate his Mexican heritage by boxing on the Saturday night closes to each holiday. See,
https://www.espn.com/boxing/story/_/id/19315783/how-cinco-de-mayo-became-boxing-holiday-canelo-alvarez-vs-julio-cesar-chavez-jr

The Bouts and the Defendants’ Breaches

1
2 36. On December 15, 2018, Alvarez beat Mr. Fielding by TKO in the third
3 round of their bout to capture the WBA World Super Middleweight title.

4 37. Prior to the Fielding bout, Alvarez participated in all requested customary
5 promotional activities for world title fights, such as allowing DAZN to film certain
6 training sessions, participating in live and remote press conferences and interviews,
7 participating in public workouts, appearing on popular shows to discuss the upcoming
8 bout, signing hundreds of promotional products, and posting about his training and the
9 bout on his social media channels.

10 38. On or about January 17, 2019, Alvarez announced on Twitter that his
11 next opponent would be fellow middleweight champion Danny Jacobs. Plaintiffs are
12 informed and believe that the idea for a bout with Jacobs originated with DAZN,
13 which wanted to sign Mr. Jacobs to a multi-bout contract and use the bout with
14 Alvarez to promote Jacobs’ novel backstory (Mr. Jacobs came back from mid-career
15 bone cancer to capture a world title).

16 39. On May 4, 2019, Alvarez beat Mr. Jacobs by unanimous decision to
17 unify the middleweight division. Alvarez left the bout holding the WBC, WBA, and
18 IBF World Middleweight titles. Just days later, it was reported that DAZN executives
19 were “thrilled” that the Jacobs bout drew 1.2 million viewers for DAZN.⁶

20 40. Prior to the Jacobs bout, Alvarez participated in all requested customary
21 promotional activities for world title fights, such as allowing DAZN to film certain
22 training sessions, participating in live and remote press conferences and interviews,
23 participating in public workouts, appearing on popular shows to discuss the upcoming
24 bout, signing hundreds of promotional products, and posting about his training and the
25 bout on his social media channels.

26
27
28 ⁶ <https://www.latimes.com/sports/boxing/la-sp-boxing-dazn-canelo-jacobs-20190508-story.html>

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1 41. In the spring of 2019, Alvarez expressed interest in a bout with WBO
2 World Light Heavyweight Champion Sergey Kovalev. Around this time, Alvarez
3 became aware that DAZN was growing frustrated at his choice of desired opponents.
4 Alvarez came to understand that DAZN believed that DE LA HOYA and/or other
5 representatives of Golden Boy Promotions had promised – either contractually or
6 otherwise – that Alvarez would select Gennady Golovkin as one of his 2019
7 opponents. Prior to these discussions with Defendants, Alvarez was unaware that
8 DAZN believed Golden Boy Promotions had promised that he would fight Golovkin,
9 unaware that the DAZN Contract gave DAZN the right to reject the opponents he
10 selected, and was unaware that the DAZN Contract contained clauses potentially
11 inconsistent with those of the Alvarez Contract.

12 42. After discussions between Alvarez, Golden Boy Promotion, and DAZN,
13 it was agreed that Alvarez would face Mr. Kovalev in the fall of 2019. However, due
14 to a delay in all parties agreeing to the opponent, the bout could not be set for
15 September 14 and had to be delayed until November 2.

16 43. At a press conference, days prior to Kovalev bout, DAZN’s Executive
17 Vice President, Joe Markowski, called Canelo v. Kovalev the biggest fight that DAZN
18 had put on in the United States. He described Canelo as “truly admirable” for moving
19 up two weight classes to challenge “the biggest name in the division” and said about
20 Alvarez, “We couldn’t ask for a better partner.”⁷

21 44. On November 2, Alvarez knocked out Mr. Kovalev in the eleventh round
22 to capture a world champion in his fourth weight class.

23 45. Prior to the Kovalev bout, Alvarez participated in all requested
24 customary promotional activities for world title fights, such as allowing DAZN to film
25 certain training sessions, participating in live and remote press conferences and
26 interviews, participating in public workouts, appearing on popular shows to discuss
27

28 ⁷ <https://www.youtube.com/watch?v=rPaQdRMibPw>

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1 the upcoming bout, signing hundreds of promotional products, and posting about his
2 training and the bout on his social media channels.

3 46. Boxing fans and the boxing press recognized that Alvarez 2019 bouts
4 were amongst the greatest year for any boxer ever. He was honored with Fighter of
5 the Year by Ring Magazine, ESPN, The Athletic, Sports Illustrated, and the Boxing
6 Writers Association of America.⁸

7 47. In 2019 Alvarez also undertook efforts to promote other bouts broadcast
8 by DAZN as well as promoting DAZN itself. For example, on or about March 30,
9 2019, Alvarez traveled to Indio, California to watch Ryan Garcia box Jose Lopez;
10 without compensation, Alvarez appeared on the DAZN broadcast, was interviewed,
11 and posted clips of the event on his social media platforms. Similarly, in December
12 2019, Alvarez traveled to Saudi Arabia to watch Andy Ruiz Jr. box Anthony Joshua;
13 without compensation, Alvarez appeared on the DAZN broadcast, was interviewed,
14 and posted clips of the event on his social media platforms.

15 48. In late 2019 and early 2020, the Parties began discussions regarding
16 potential opponents and venues for Alvarez’ 2020 bouts. In or about March 2020,
17 there was agreement between the Parties regarding an opponent and venue for
18 Alvarez’ May 2020 bout, but that bout was never finalized announced due to the then-
19 spreading COVID-19 pandemic, which eventually caused sports events worldwide to
20 be postponed or cancelled for most of the spring of 2020.

21 49. In or about May 2020, governing bodies across boxing – state athletic
22 commissions and titling organizations – began to release protocols for holding bouts
23 while being mindful of COVID-19. For the vast majority of jurisdictions, these
24 protocols required COVID-19 testing, a “bubble” or “campus” arrangement in the
25 days leading up to the bout, and attendance limited to only those required to put on the
26

27 _____
28 ⁸ <https://www.bwaa.org/single-post/2020/01/17/Canelo-Alvarez-Is-The-BWAA-2019-Fighter-Of-The-Year>

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1 events – fans were generally excluded.

2 50. In or about May 2020, and continuing thereafter, the Parties resumed
3 their discussions regarding plans for Alvarez’ 2020 bouts. The Parties discussed
4 holding boxing matches at venues that would be impossible with fans – such as the
5 top of skyscrapers – but could elevate a “COVID-19 Era” event to historic and
6 spectacular. Both Alvarez and Golden Boy Promotions acknowledged that bouts
7 without fans would deprive them of the gate, but agreed that they were willing to
8 forgo that revenue for the benefit of boxing fans and DAZN. During these
9 discussions, DAZN inquired if Golden Boy Promotions and Alvarez would be willing
10 to accept immediate payment of less than the \$40 million license fee for 2020 bouts in
11 exchange for delayed or alternate compensation. Golden Boy Promotions and Alvarez
12 agreed they would evaluate such offers in good faith if they were made, but that time
13 was of the essence because Alvarez was ready, willing, and able to face world-class
14 opponents in both September and December 2020 and the bouts would need to be
15 arranged quickly. In discussions, the Parties all acknowledged that the Contracts
16 already specified the required payments between them.

17 51. Despite repeated promises that an alternative offer was imminent, DAZN
18 failed to make a proposal to either Golden Boy Promotions or Alvarez for several
19 months. When Golden Boy Promotions and Alvarez proposed opponents, DAZN
20 refused to confirm that it was prepared to broadcast Alvarez’ September 2020 bout or
21 that it would pay the contracted \$40 million license fee.

22 52. On June 24, 2020 – approximately 10 weeks before Alvarez’ expected
23 September bout date and the time when Alvarez would need to begin training camp
24 for a bout in mid-September 2020 – Alvarez’ counsel wrote to Golden Boy
25 Promotions and DAZN to confirm that Alvarez was prepared to face multiple
26 potential world-class opponents, but that DAZN and Golden Boy Promotions needed
27 to affirm their commitments so that the bout could be finalized, promoted, and his
28 training could commence.

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1 53. In response, DAZN responded with an anticipatory breach of the DAZN
2 and Alvarez Contracts. It unambiguously stated that it would not pay the required
3 license fee, and provided a with a series of excuses, including, but not limited to, the
4 fact that Alvarez had not fought Mr. Golovkin in 2019 and that Golden Boy
5 Promotions had not put forth a plan for a second Alvarez fight in 2020.

6 54. After extended discussions between the parties, DAZN offered to pay
7 Alvarez and Golden Boy Promotions a fraction of the contracted \$40 million license
8 fee in cash and some DAZN stock in advance of a potential IPO. However, the entire
9 value of the package – for a bout against another World Champion – was substantially
10 less than Alvarez’ contractual guarantee.

11 55. Given that DAZN had made it clear that it would not honor its contract,
12 throughout the spring and summer of 2020, Alvarez repeatedly asked Golden Boy
13 Promotions to explore alternative broadcast options for a fall 2020 bout. Although
14 Golden Boy Promotions reported that it was talking to various broadcasters, it failed
15 to put forth a single alternative plan by which it would pay Alvarez the \$35 million it
16 had promised him for each of his fights.

17 56. Alvarez has fought the first three of his eleven fights under the Alvarez
18 and DAZN Contracts, he is owed remaining guaranteed payments of \$280 million
19 dollars.

20 **FIRST CAUSE OF ACTION**

21 **BREACH OF CONTRACT**

22 **BY PLAINTIFFS AGAINST DAZN NORTH AMERICA INC., DAZN MEDIA**
23 **INC., DAZN US LLC, PERFORM INVESTMENT LIMITED, AND DOES 1-13**

24 57. Alvarez incorporates by reference as if fully set forth herein each of the
25 preceding allegations.

26 58. In October 2018, DAZN and Golden Boy Promotions entered into the
27 DAZN Contract. Plaintiffs were intended third-party beneficiaries to the DAZN
28 Contract, which was executed primarily so that DAZN would have the right to

1 broadcast bouts featuring Alvarez, boxing’s biggest star.

2 59. Pursuant to the Contracts, Golden Boy Promotions was to arrange and
3 promote, and DAZN was to broadcast, Alvarez’ next eleven professional boxing
4 matches, and Alvarez was to be paid a guaranteed total of \$365 million dollars.

5 60. Since the execution of the Contracts, Alvarez has done all, or
6 substantially all, of the things required by the Alvarez Contract. Alvarez won three
7 consecutive world title fights, was named Fighter of the Year, and Pound for Pound
8 Number 1. He also undertook all requested customary promotional activities, and also
9 promoted other boxing matches promoted and/or broadcast by Defendants, going
10 beyond the minimum of his contractual obligations.

11 61. Despite Alvarez’ efforts and amazing successes, DAZN and the DOES
12 have breached the Contracts by refusing to pay the required and agreed license fee to
13 broadcast Alvarez’ future bouts.

14 62. DAZN and DOES’ breaches have caused Alvarez to suffer harm and
15 damages, including, but not limited to, the denied guaranteed payments, lost gate
16 revenue, and opportunities for ancillary revenue associated with bouts, such as
17 sponsorships and apparel revenue.

18 **SECOND CAUSE OF ACTION**

19 **BREACH OF CONTRACT**

20 **BY PLAINTIFFS AGAINST GOLDEN BOY PROMOTIONS, LLC, GOLDEN**
21 **BOY PROMOTIONS, INC., OSCAR DE LA HOYA, AND DOES 14-25**

22 56. Alvarez incorporates by reference as if fully set forth herein each of the
23 preceding allegations.

24 57. In October 2018, Alvarez and Golden Boy Promotions entered into the
25 Alvarez Contract. Pursuant to the Contract, Golden Boy Promotions was to arrange
26 and promote, and DAZN was to broadcast, Alvarez’ next eleven professional boxing
27 matches, and Alvarez was to be paid a guaranteed total of \$365 million dollars.
28

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1 59. Since the execution of the Contracts, Alvarez has done all, or
2 substantially all, of the things required by the Alvarez Contract. Alvarez won three
3 consecutive world title fights, was named Fighter of the Year, and Pound for Pound
4 Number 1. He also undertook all requested customary promotional activities, and also
5 promoted other boxing matches promoted and/or broadcast by Defendants, going
6 beyond the minimum of his contractual obligations.

7 60. Despite Alvarez’ efforts and amazing successes, Golden Boy Promotions
8 and DOES have breached the Contracts by refusing to pay Alvarez his guarantees for
9 upcoming and future bouts.

10 61. The behavior and breaches of Golden Boy Promotions and DOES cannot
11 simply be cast onto DAZN’s failure to pay its license fee. In the Alvarez Contract
12 Golden Boy Promotions and De La Hoya personally committed to make the
13 guaranteed payments. After DAZN announced it would breach its obligations to pay
14 the license fee, Alvarez accommodated Golden Boy with several weeks to find an
15 alternative means of broadcasting his bouts and paying his guarantee. Golden Boy
16 Promotions failed to present a single plan thereafter.

17 63. Golden Boy Promotions and DOES’ breaches have caused Alvarez to
18 suffer harm and damages, including, but not limited to, the denied guaranteed
19 payments, lost gate revenue, and opportunities for ancillary revenue associated with
20 bouts, such as sponsorships and apparel revenue.

21 **THIRD CAUSE OF ACTION**

22 **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

23 **BY PLAINTIFFS AGAINST ALL DEFENDANTS**

24 64. Alvarez incorporates by reference as if fully set forth herein each of the
25 preceding allegations.

26 65. In October 2018, the Alvarez and the Defendants entered into the
27 Contracts. Plaintiffs were signatories to the Alvarez Contract, and intended third-
28 party beneficiaries to the DAZN Contract.

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1 66. Pursuant to the Contracts, Golden Boy Promotions was to arrange and
2 promote, and DAZN was to broadcast, Alvarez’ next eleven professional boxing
3 matches, and Alvarez was to be paid a guaranteed total of \$365 million dollars.

4 67. Since the execution of the Contracts, Alvarez has done all, or
5 substantially all, of the things required by the Alvarez Contract. Alvarez won three
6 consecutive world title fights, was named Fighter of the Year, and Pound for Pound
7 Number 1. He also undertook all requested customary promotional activities, and also
8 promoted other boxing matches promoted and/or broadcast by Defendants, going
9 beyond the minimum requirements of his contractual obligations.

10 68. Despite Alvarez’ efforts and amazing successes, the Defendants have
11 interfered with Alvarez’ rights to receive the benefits of the Contracts by refusing to
12 pay the guaranteed sums to promote and/or broadcast Alvarez’ future bouts.

13 69. Defendants have caused Alvarez to suffer harm and damages, including,
14 but not limited to, the denied guaranteed payments, lost gate revenue, and
15 opportunities for ancillary revenue associated with bouts, such as sponsorships and
16 apparel revenue.

17 **FOURTH CAUSE OF ACTION**

18 **INTENTIONAL INTERFERENCE WITH CONTRACT**

19 **BY PLAINTIFFS AGAINST DAZN NORTH AMERICA INC., DAZN MEDIA**
20 **INC., DAZN US LLC, PERFORM INVESTMENT LIMITED, AND DOES 1-13**

21 70. Alvarez incorporates by reference as if fully set forth herein each of the
22 preceding allegations.

23 71. In October 2018, the Alvarez and Golden Boy Promotions entered into
24 the Alvarez Contract by which Golden Boy Promotions was to pay Alvarez
25 guaranteed sums totaling \$365 million dollars to arrange and promote his next eleven
26 bouts, to be broadcast by DAZN.

27 72. DAZN and DOES knew of the Alvarez Contract because it was widely
28 covered by the boxing press, because DAZN’s Global Chairman was present when the

1 Alvarez Contract was officially announced, because DAZN officials referenced it
2 thereafter, and because Alvarez, Golden Boy Promotions, and DAZN worked
3 collectively for nearly two years to promote Alvarez bouts broadcast on DAZN.

4 73. Despite the successes of Alvarez’ 2019 bouts, DAZN and DOES refused
5 to affirm it would pay its contracted license fee for Alvarez’s bouts in 2020 and
6 beyond. Instead it offered Alvarez and Golden Boy Promotions substantially less than
7 the agreed upon license fee and refused to approve opponents for Alvarez.

8 74. DAZN and DOES conduct prevented Golden Boy Promotions from
9 arranging, promoting, and paying Alvarez for his bouts as required under the Alvarez
10 Agreement.

11 75. When DAZN and DOES refused to affirm it would pay the license fee
12 due to Golden Boy Promotions and Alvarez, they intended to disrupt the performance
13 of the Contracts or knew that disruption of performance was certain or substantially
14 certain to occur.

15 76. Due to DAZN and DOES interference, Alvarez has suffered harm and
16 damages, including, but not limited to, the denied guaranteed payments, lost gate
17 revenue, and opportunities for ancillary revenue associated with bouts, such as
18 sponsorships and apparel revenue.

19 77. DAZN and DOES were a substantial factor in causing Alvarez’ harm.

20 78. DAZN and DOES, by engaging in the aforementioned acts and
21 omissions, and/or by authorizing and/or ratifying such acts, engaged in willful,
22 malicious, intentional, oppressive and despicable conduct, and acted with willful and
23 conscious disregard for the rights, welfare, and safety of Alvarez, thereby justifying
24 the award of punitive and exemplary damages in an amount to be determined at trial.

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FIFTH CAUSE OF ACTION
NEGLIGENT INTERFERENCE WITH CONTRACT
BY PLAINTIFFS AGAINST DAZN NORTH AMERICA INC., DAZN MEDIA
INC., DAZN US LLC, PERFORM INVESTMENT LIMITED, AND DOES 1-13

79. Alvarez incorporates by reference as if fully set forth herein each of the preceding allegations.

80. In October 2018, the Alvarez and Golden Boy Promotions entered into the Alvarez Contract by which Golden Boy Promotions was to pay Alvarez guaranteed sums totaling \$365 million dollars to arrange and promote his next eleven bouts, to be broadcast by DAZN.

81. DAZN and DOES knew or should have of the Alvarez Contract because it was widely covered by the boxing press, because DAZN’s Global Chairman was present when the Alvarez Contract was officially announced, because DAZN officials referenced it thereafter, and because Alvarez, Golden Boy Promotions, and DAZN worked collectively for nearly two years to promote Alvarez bouts broadcast on DAZN.

82. Despite the successes of Alvarez’ 2019 bouts, DAZN and DOES refused to affirm it would pay its contracted license fee for Alvarez’s bouts in 2020 and beyond. Instead it offered Alvarez and Golden Boy Promotions substantially less than the agreed upon license fee and refused to approve opponents for Alvarez.

83. DAZN and DOES conduct prevented Golden Boy Promotions from arranging, promoting, and paying Alvarez for his bouts as required under the Alvarez Agreement.

84. When DAZN and DOES refused to affirm it would pay the license fee due to Golden Boy Promotions and Alvarez, they knew or should have known that their refusals would disrupt the performance of the Contracts.

85. Due to DAZN and DOES interference, Alvarez has suffered harm and damages, including, but not limited to, the denied guaranteed payments, lost gate

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1 revenue, and opportunities for ancillary revenue associated with bouts, such as
2 sponsorships and apparel revenue.

3 86. DAZN and DOES were a substantial factor in causing Alvarez’ harm.

4 **SIXTH CAUSE OF ACTION**
5 **INTENTIONAL INTERFERENCE PROSPECTIVE ECONOMIC**
6 **RELATIONS**
7 **BY PLAINTIFFS AGAINST DAZN NORTH AMERICA INC., DAZN MEDIA**
8 **INC., DAZN US LLC, PERFORM INVESTMENT LIMITED, AND DOES 1-13**

9 87. Alvarez incorporates by reference as if fully set forth herein each of the
10 preceding allegations.

11 88. In October 2018, the Alvarez and Golden Boy Promotions entered into
12 the Alvarez Contract by which Golden Boy Promotions was to pay Alvarez
13 guaranteed sums totaling \$365 million dollars to arrange and promote his next eleven
14 bouts, to be broadcast by DAZN; this economic relationship probably would have
15 resulted in future economic benefit to Alvarez.

16 89. DAZN and DOES knew or should have known of the Alvarez Contract
17 because it was widely covered by the boxing press, because DAZN’s Global
18 Chairman was present when the Alvarez Contract was officially announced, because
19 DAZN officials referenced it thereafter, and because Alvarez, Golden Boy
20 Promotions, and DAZN worked collectively for nearly two years to promote Alvarez
21 bouts broadcast on DAZN.

22 90. Despite the successes of Alvarez’ 2019 bouts, DAZN and DOES refused
23 to affirm it would pay its contracted license fee for Alvarez’s bouts in 2020 and
24 beyond. Instead it offered Alvarez and Golden Boy Promotions substantially less than
25 the agreed upon license fee and refused to approve opponents for Alvarez.

26 91. DAZN and DOES’s knew or should have known that its acts would
27 prevent Golden Boy Promotions from arranging, promoting, and paying Alvarez for
28 his bouts as required under the Alvarez Agreement.

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1 92. When DAZN and DOES refused to affirm it would pay the license fee
2 due to Golden Boy Promotions and Alvarez, they knew or should have known that
3 they would disrupt the performance of the Contracts or knew that disruption of
4 performance was certain or substantially certain to occur.

5 93. Due to DAZN and DOES interference, Alvarez has suffered harm and
6 damages, including, but not limited to, the denied guaranteed payments, lost gate
7 revenue, and opportunities for ancillary revenue associated with bouts, such as
8 sponsorships and apparel revenue.

9 94. DAZN and DOES were a substantial factor in causing Alvarez' harm.

10 95. DAZN and DOES, by engaging in the aforementioned acts and
11 omissions, and/or by authorizing and/or ratifying such acts, engaged in willful,
12 malicious, intentional, oppressive and despicable conduct, and acted with willful and
13 conscious disregard for the rights, welfare, and safety of Alvarez, thereby justifying
14 the award of punitive and exemplary damages in an amount to be determined at trial.

15 **SEVENTH CAUSE OF ACTION**

16 **NEGLIGENT INTERFERENCE PROSPECTIVE ECONOMIC RELATIONS**
17 **BY PLAINTIFFS AGAINST DAZN NORTH AMERICA INC., DAZN MEDIA**
18 **INC., DAZN US LLC, PERFORM INVESTMENT LIMITED, AND DOES 1-13**

19 96. Alvarez incorporates by reference as if fully set forth herein each of the
20 preceding allegations.

21 97. In October 2018, the Alvarez and Golden Boy Promotions entered into
22 the Alvarez Contract by which Golden Boy Promotions was to pay Alvarez
23 guaranteed sums totaling \$365 million dollars to arrange and promote his next eleven
24 bouts, to be broadcast by DAZN; this economic relationship probably would have
25 resulted in future economic benefit to Alvarez.

26 98. DAZN and DOES knew or should have known of the Alvarez Contract
27 because it was widely covered by the boxing press, because DAZN's Global
28 Chairman was present when the Alvarez Contract was officially announced, because

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1 DAZN officials referenced it thereafter, and because Alvarez, Golden Boy
2 Promotions, and DAZN worked collectively for nearly two years to promote Alvarez
3 bouts broadcast on DAZN.

4 99. Despite the successes of Alvarez’ 2019 bouts, DAZN and DOES refused
5 to affirm it would pay its contracted license fee for Alvarez’s bouts in 2020 and
6 beyond. Instead it offered Alvarez and Golden Boy Promotions substantially less than
7 the agreed upon license fee and refused to approve opponents for Alvarez.

8 100. DAZN and DOES’s knew or should have known that its acts would
9 prevent Golden Boy Promotions from arranging, promoting, and paying Alvarez for
10 his bouts as required under the Alvarez Agreement.

11 101. When DAZN and DOES refused to affirm it would pay the license fee
12 due to Golden Boy Promotions and Alvarez, they knew or should have known that
13 they would disrupt the performance of the Contracts or knew that disruption of
14 performance was certain or substantially certain to occur.

15 102. Due to DAZN and DOES interference, Alvarez has suffered harm and
16 damages, including, but not limited to, the denied guaranteed payments, lost gate
17 revenue, and opportunities for ancillary revenue associated with bouts, such as
18 sponsorships and apparel revenue.

19 103. DAZN and DOES were a substantial factor in causing Alvarez’ harm.

20 **EIGHTH CAUSE OF ACTION**

21 **FRAUD - CONCEALMENT**

22 **BY PLAINTIFFS AGAINST GOLDEN BOY PROMOTIONS, LLC, GOLDEN**

23 **BOY PROMOTIONS, INC., OSCAR DE LA HOYA, AND DOES 14-25**

24 104. Alvarez incorporates by reference as if fully set forth herein each of the
25 preceding allegations.

26 105. In October 2018, the Alvarez and Golden Boy Promotions entered into
27 the Alvarez Contract. Other than Mr. Fielding, the Alvarez Contract did not require
28 Alvarez to box any specific opponent. Instead, it specified that Alvarez’ opponents

1 “be mutually selected by [Alvarez] and [Golden Boy Promotions], subject to
2 [Alvarez’] final approval, not to be unreasonably withheld.”

3 106. The Alvarez Contract did not require Alvarez to select Mr. Golovkin as
4 his opponent in 2019, or at any time thereafter. In fact, the Alvarez Contract required
5 that a bout with Mr. Golovkin would require additional guaranteed payment in excess
6 of \$25 million, to be separately negotiated.

7 107. Notably, the Alvarez Contract did not mention that DAZN would have
8 any right to accept or reject any opponents selected by Alvarez. Alvarez was not told
9 that Golden Boy Promotions had already entered into an agreement with DAZN that
10 gave DAZN a role in approving his future opponents. Neither did Golden Boy
11 Promotions or DOES disclose that they had represented to DAZN that Alvarez would
12 have a bout with Mr. Golovkin in 2019.

13 108. Golden Boy Promotions and DOES intentionally failed to disclose that
14 they had made representations and/or promises to DAZN that exceeded or were
15 inconsistent with the terms of the Alvarez Contract.

16 109. Had Golden Boy and DOES disclosed that their representations and/or
17 promises to DAZN exceeded or were inconsistent with the terms of the Alvarez
18 Contract, Alvarez reasonably would have behaved differently, negotiated differently,
19 and may not have agreed to the Alvarez Contract without further protections.

20 110. Alvarez is informed and believes that DAZN is now using the previously
21 undisclosed representations and/or promises of Golden Boy Promotions and DOES as
22 excuses for its failure to approve of and pay for Alvarez bouts in the fall 2020 and
23 beyond.

24 111. Due to Golden Boy Promotions and DOES representations to DAZN and
25 concealment thereof, Alvarez has suffered harm and damages, including, but not
26 limited to, the denied guaranteed payments, lost gate revenue, and opportunities for
27 ancillary revenue associated with bouts, such as sponsorships and apparel revenue.
28

1 112. Golden Boy Promotions and DOES were a substantial factor in causing
2 Alvarez’ harm.

3 113. Golden Boy Promotions and DOES, by engaging in the aforementioned
4 acts and omissions, and/or by authorizing and/or ratifying such acts, engaged in
5 willful, malicious, intentional, oppressive and despicable conduct, and acted with
6 willful and conscious disregard for the rights, welfare, and safety of Alvarez, thereby
7 justifying the award of punitive and exemplary damages in an amount to be
8 determined at trial.

9 **NINTH CAUSE OF ACTION**

10 **BREACH OF FIDUCIARY DUTY**

11 **BY PLAINTIFFS AGAINST GOLDEN BOY PROMOTIONS, LLC, GOLDEN**
12 **BOY PROMOTIONS, INC., OSCAR DE LA HOYA, AND DOES 14-25**

13 114. Alvarez incorporates by reference as if fully set forth herein each of the
14 preceding allegations.

15 115. In October 2018, the Alvarez and Golden Boy Promotions and DOES
16 entered into the Alvarez Contract wherein Golden Boy Promotions was to arrange and
17 promote Alvarez next eleven bouts. By entering into the Alvarez Contract, Golden
18 Boy Promotions and DOES became Alvarez’ limited agents and undertook fiduciary
19 obligations and duties.

20 116. At that time and continuing thereafter, Golden Boy Promotions and
21 DOES failed to consistently act in good faith in the best interests of Alvarez and failed
22 to act as a reasonably careful promotor would have acted under the circumstances.
23 After DAZN informed Alvarez and Golden Boy Promotions that it would not pay the
24 license fee for Alvarez’ anticipated September 2020 bout, Golden Boy acted in
25 furtherance of its own interests by trying to preserve its opportunities for non-Alvarez
26 bouts (and associated license fees) with DAZN. Golden Boy Promotions failed to
27 make any other proposal to Alvarez as to how it would get his bouts broadcast or pay
28 the fees guaranteed him.

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1 117. Due to Golden Boy Promotions and DOES breaches of their fiduciary
2 duties, Alvarez has suffered harm and damages, including, but not limited to, the
3 denied guaranteed payments, lost gate revenue, and opportunities for ancillary revenue
4 associated with bouts, such as sponsorships and apparel revenue.

5 118. Golden Boy Promotions and DOES were a substantial factor in causing
6 Alvarez’ harm.

7 119. Golden Boy Promotions and DOES, by engaging in the aforementioned
8 acts and omissions, and/or by authorizing and/or ratifying such acts, engaged in
9 willful, malicious, intentional, oppressive and despicable conduct, and acted with
10 willful and conscious disregard for the rights, welfare, and safety of Alvarez, thereby
11 justifying the award of punitive and exemplary damages in an amount to be
12 determined at trial.

13 **TENTH CAUSE OF ACTION**

14 **DECLARATORY RELIEF**

15 **BY PLAINTIFFS AGAINST ALL DEFENDANTS**

16 120. Alvarez incorporates by reference as if fully set forth herein each of the
17 preceding allegations.

18 121. An actual controversy has arisen and now exists between the parties
19 regarding their rights and obligations under the Contracts

20 122. Alvarez seek a judicial determination as to the legal rights and duties of
21 the parties, including but not limited to that due to the Defendants breaches he is
22 eligible to participate in bouts arranged and promoted by entities other than Golden
23 Boy Promotions and broadcast by entities other than DAZN.

24 123. A judicial determination of the parties right is necessary and appropriate
25 to ensure that the prime years of Alvarez’ career are not wasted to inactivity due to
26 financial squabbles between Defendants in breach of the Contracts.

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PRAYER

WHEREFORE, Alvarez prays for relief as follows:

1. For compensatory damages according to proof, including, but not limited to, the denied guaranteed payments, lost gate revenue, and opportunities for ancillary revenue associated with bouts, such as sponsorships and apparel revenue, of no less than \$280 million;
2. For punitive damages according to proof;
3. For attorneys’ fees according to proof;
4. For costs of suit;
5. For judicial determination with Alvarez is eligible to participate in bouts arranged and promoted by entities other than Golden Boy Promotions and broadcast by entities other than DAZN;
6. For such other and further relief as the Court determines is necessary and proper under the circumstances.

JURY DEMAND

Plaintiffs demands a trial by jury.

Dated: September 8, 2020

THE MALONEY FIRM LLP

By: /s/ Gregory M. Smith
 Gregory M. Smith
 Patrick M. Maloney
 Attorneys for Plaintiffs, SANTOS SAUL
 ALVAREZ BARRAGAN AND SA
 HOLIDAY, INC.