

DISTRICT COURT CIVIL COVER SHEET

A- 16 - 747602 - C

Clark

County, Nevada

XI V

Case No. _____

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

Garden City Boxing Club, LLC; and Joseph Gagliardi

Defendant(s) (name/address/phone):

Arturo "Andy" Ruiz

Attorney (name/address/phone):

J. Randail Jones Esq. and Mona Kaveh, Esq.

Attorney (name/address/phone):

Kemp, Jones & Coulthard, LLP

3800 Howard Hughes Parkway, 17th Floor

Las Vegas, Nevada 89169 / T: (702) 385-6000

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property	Negligence	Torts
Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant	<input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence	Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property	Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	
Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property		
Probate	Construction Defect & Contract	Judicial Review/Appeal
Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate	Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect	Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency
Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input checked="" type="checkbox"/> Other Contract	Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency
		Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ	Other Civil Filing	
Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant	Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters	

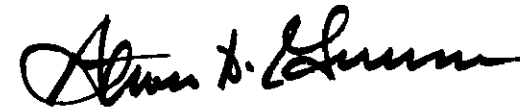
Business Court filings should be filed using the Business Court civil coversheet.

December 5, 2016

Date

Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

1 J. RANDALL JONES, ESQ. (#1927)
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2 MONA KAVEH, ESQ. (#11825)
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Attorneys for Garden City Boxing Club, LLC
6 *and Joseph Gagliardi*

7
8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 GARDEN CITY BOXING CLUB, LLC, and
11 JOSEPH GAGLIARDI,

12 Plaintiffs,

13 vs.

14 ARTURO "ANDY" RUIZ,

15 Defendant,

16 and

17 TOP RANK, INC., as stakeholder.

Case No.: A- 16 - 747602 - C

Dept. No.: XI V

VERIFIED COMPLAINT

18 Plaintiffs Garden City Boxing Club, LLC and Joseph Gagliardi (collectively, "Plaintiffs), by
19 and through their attorneys of record, Kemp, Jones & Coulthard, LLP, complain and allege against
20 Defendant Arturo "Andy" Ruiz ("Defendant" or "Ruiz") as follows:

21 **I.**

22 **SUMMARY**

23 1. This matter involves a dispute between a boxing manager and its principal (Garden
24 City Boxing Club, LLC and Joseph Gagliardi, respectively) on the one hand, and a boxer named
25 Arturo "Andy" Ruiz on the other. Top Rank, Inc. is named as a stakeholder.

26 2. The Plaintiffs and Ruiz entered into a series of contracts, one of which had an
27 arbitration clause giving arbitration jurisdiction to the Nevada Athletic Commission (the
28

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1 “Commission”). The Commission has accepted jurisdiction, but cannot appoint an arbitrator until its
2 next meeting on December 15, 2016.

3 3. Ruiz has scheduled a major bout for December 10, 2016. Hence the arbitration cannot
4 convene until after that bout.

5 4. Under the series of contracts Ruiz has signed, Plaintiffs are entitled to one-third of
6 Ruiz’s purse. That purse is to be paid by Top Rank, Inc. and, upon information and belief, will be a
7 total of \$500,000 (\$50,000 of which has already been paid). Therefore, the one-third of Ruiz’s purse
8 due to Plaintiffs is expected to be approximately \$167,000.

9 5. If no action is taken, the one-third of Ruiz’s purse due to Plaintiffs will be paid to Ruiz,
10 and likely dissipated. Plaintiffs’ accompanying pleading seeks an Order directing that Top Rank, Inc.
11 hold the manager’s 33 1/3 share of the December 10, 2016 purse in the Trust account of J. Colby
12 Williams, Esq. of Campbell & Williams (Top Rank, Inc.’s counsel) pending a resolution of the
13 arbitration before the Nevada Athletic Commission.

14 6. Plaintiffs are authorized to inform the Court that Top Rank, Inc. consents to holding the
15 manager’s share of the December 10, 2016 purse until that time.

16 II.

17 INTRODUCTION

18 7. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if
19 fully set forth herein.

20 8. Plaintiff Garden City Boxing Club, LLC (“GCB”) is a boxing manager. Its Managing
21 Agent, Joseph Gagliardi, is also a boxing manager.

22 9. Defendant Arturo “Andy” Ruiz is a professional boxer in the heavyweight division.

23 10. Plaintiffs have managed Ruiz through a series of contests/contract extensions since
24 November 19, 2010.

25 11. At the time Plaintiffs initially contracted to manage Ruiz, he had only engaged in five
26 low level professional bouts, none against a boxer with a winning record.

12. Through the efforts of Plaintiffs, and despite drug suspensions, Plaintiffs managed Ruiz to a 21-0 record and placed him in a position where he is a mandatory contender for the vacant WBO World Heavyweight Title.

13. Now that Ruiz has been managed to the most important and most lucrative bout of his career, Ruiz has informed Plaintiffs that he does not intend to honor his contracts, perhaps proving the adage that no good deed goes unpunished. This despite the fact that GCB paid a \$25,000 signing bonus to Ruiz, paid 50% of the rent on an apartment used by Ruiz and his father, paid Ruiz's training expenses until Ruiz engaged in his first ten bouts, and has not made one dime in profit from the six years of effort which have gone into managing Ruiz.

III.

PARTIES

14. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if fully set forth herein.

15. GCB is a limited liability company headquartered in Campbell, California. At all relevant times, it has done business in Clark County, Nevada including but not limited to, arranging a promotional contract with Las Vegas based promotional company Top Rank, Inc. to advance Ruiz's career.

16. Joseph Gagliardi is the Managing Agent of GCB and is a licensed manager in his own right.

17. Arturo "Andy" Ruiz resides in the State of Nevada. He has fought in Nevada and his purse for his upcoming bout is to be paid by a Nevada company, Top Rank, Inc.

IV.

JURISDICTION AND VENUE

18. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if fully set forth herein.

19. Jurisdiction and venue are both appropriate. All parties conduct business in Clark County, and Ruiz's next bout was negotiated from Clark County. An advance was paid to Ruiz in

Clark County and his purse will be paid by Top Rank, Inc., a promotional entity located in Clark County. The arbitration referred to in paragraph 2 will be conducted in Clark County.

V.

COMMON ALLEGATIONS

20. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if fully set forth herein.

21. Ruiz is a professional boxer.

22. On or about November 19, 2010, Ruiz entered into a management agreement ("Management Agreement") with GCB, managed by Joseph Gagliardi. Ruiz received a signing bonus for entering into that agreement of \$25,000 and GCB advanced certain other financial responsibilities including paying 50% toward an apartment for Ruiz and his family and to pay certain traveling expenses. That contract provided that GCB was to receive 33 1/3% of future profits as its fee.

23. On or about September 28, 2012, the parties entered into a new contract styled as an amendment to the Management Agreement. That contract ran to November 19, 2016. The terms were the same as in the original Management Agreement.

24. On March 7, 2013, the parties appeared before the Nevada Athletic Commission to execute a Nevada Athletic Commission form contract. That contract provided that disputes arising between the parties "shall be referred to and submitted to arbitration" before the Commission.

25. On August 11, 2015, the parties entered into an additional new contract which would run from November 19, 2016 to November 19, 2019. Again, the terms of the agreement are the same as the original Management Agreement.

26. Through the efforts of Plaintiffs (as well as Ruiz's own efforts in the ring) he has now been placed in a position where he is the mandatory contender to fight for the WBO Heavyweight Championship.

27. Though within the term of GCB's contract, Ruiz has informed Plaintiffs that he will not honor the contract between GCB and himself. In fact, he has entered into a new contract with Top Rank, Inc. and taken \$50,000.

2. For a declaration under the Management Agreement and subsequent contracts/extensions, that GCB has the exclusive Management rights to Ruiz, the manager's share of any purses or other funds, including signing bonuses and advances paid or to be paid to Ruiz;

3. For an Order directing that Top Rank, Inc. hold the manager's 33 1/3% share of the December 10, 2016 purse in the Trust account of J. Colby Williams, Esq. of Campbell & Williams (Top Rank, Inc.'s counsel) pending a resolution of the arbitration before the Nevada Athletic Commission;

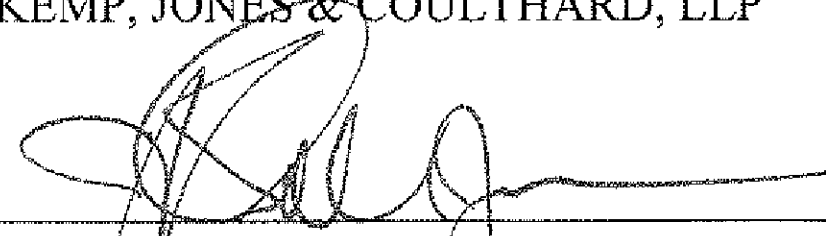
4. For pre-judgment and post-judgment interest as provided by law;

5. For reasonable attorney's fees and costs incurred herein; and

6. For any further and additional relief that his Court may deem appropriate.

DATED this 5th day of December, 2016.

KEMP, JONES & COULTHARD, LLP



J. Randall Jones, Esq. (#1927)

Mona Kaveh, Esq. (#11825)

3800 Howard Hughes Parkway, 17th Floor

Las Vegas, Nevada 89169

Telephone: (702) 385-6000

Facsimile: (702) 385-6001

*Attorneys for Garden City Boxing Club, LLC
and Joseph Gagliardi*

VERIFICATION

Joseph Gagliardi hereby states:

1. Under penalties of perjury, I declare that I am the Managing Agent of Garden City Boxing Club, LLC, an individual Plaintiff in the above-entitled matter, have read the above Verified Complaint and know the contents thereof, and can verify paragraphs 1-5, 8-13, 15-17, 19, 21-28, 30-38, of the above Verified Complaint.

2. The pleading is true to my knowledge, except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

DATED this 5th day of December, 2016.


JOSEPH GAGLIARDI

KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, Nevada 89169
Tel: (702) 385-6000 • Fax: (702) 385-6001
kjc@kempjones.com

VERIFICATION

Patrick C. English, Esq. hereby states:

1. Under penalties of perjury, I declare that I am an attorney at law representing Plaintiffs in an arbitration before the Nevada Athletic Commission, have read the above Verified Complaint and know the contents thereof, and can verify paragraphs 6, 28, and 29 of the above Verified Complaint.

2. The pleading is true to my knowledge, except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

DATED this 17 day of December, 2016.


PATRICK C. ENGLISH, ESQ.

EXHIBIT 1

Garden City Boxing Club, LLC and Joseph Melvin Gagliardi, Petitioner(s), v. Arturo "Andy" Ruiz, John Doe 1-10, Respondent(s).	DEMAND FOR ARBITRATION Before the Nevada Athletic Commission
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Comes now Garden City Boxing Club, LLC and Joseph Melvin Gagliardi by way of Demand for Arbitration and state:

Introduction

- 1) Petitioner Garden City Boxing Club, LLC ("GCB") is a boxing manager. Its managing agent is Joseph Melvin Gagliardi.
- 2) Respondent Arturo "Andy" Ruiz ("Ruiz") is a professional boxer in the heavyweight division.
- 3) Petitioner has managed Ruiz through a series of contests/contract extensions since November 19, 2010.
- 4) At the time GCB initially contracted to manage Ruiz, he had only engaged in five low level professional bouts, none against a boxer with a winning record.
- 5) Through the efforts of GCB, and despite drug suspensions and extended periods when Ruiz refused to train or accept bouts, GCB managed Ruiz to a 21-0 record and placed him in a position where he is a mandatory contender for the vacant WBO World Heavyweight Title.

6) Now that Ruiz has been managed to the most important and most lucrative bout of his career, Ruiz has informed GCB that he does not intend to honor his contract with GCB, perhaps proving the adage that "no good deed goes unpunished." This despite the fact that, inter alia, GCB paid a \$25,000 signing bonus to Ruiz, paid 50% of the rent on an apartment used by Ruiz and his father, paid Ruiz's training expenses, paid fines levied upon Ruiz and has not made one dime in profit from the six years of effort which have gone into managing Ruiz.

7) Because Ruiz's position is inconsistent with the parties' written agreements, GCB seeks a arbitral declaration as described herein.

The Parties

8) GCB is a limited liability company headquartered in Campbell, California. At all relevant times it has done business in Clark County Nevada including but not limited to, arranging a promotional contract with Las Vegas based promotional company Top Rank, Inc. to advance Ruiz's career.

9) Joseph Melvin Gagliardi is the managing agent of GCB.

10) Arturo "Andy" Ruiz resided in the State of Nevada though his current state of residence is unknown to GCB. He has fought in Nevada and has executed a Nevada State boxer/manager contract.

Common Allegations

11) Ruiz is a professional boxer.

12) On or about November 19, 2010 Ruiz entered into a civil management agreement (Management Agreement) with GCB, managed by Joseph Gagliardi. Ruiz

received a signing bonus for entering into that agreement of \$25,000 and GCB advanced certain other financial responsibilities including paying 50% toward an apartment for Ruiz and his family and to pay certain traveling expenses. That contract ran until November 19, 2014 a true copy thereof is annexed hereto and incorporated herein as Exhibit 1. That contract provided that GCB was to receive $33\frac{1}{3}\%$ of future profits as its fee.

13) On or about September 28, 2012, the parties entered into a new contract styled as an amendment to the Management Agreement. That contract ran to November 19, 2016. The terms were the same as in the original Management Agreement. A true copy is annexed hereto as Exhibit 2.

14) On March 7, 2013 Ruiz entered into a Nevada State Management Agreement. That Agreement was witnessed by Keith Kizer, then executive director of the Nevada Athletic Convention and Notarized by an employee of The Commission. Upon information and belief, Ruiz has now denied executing this Agreement. This Agreement expressly gives the Commission authority to arbitrate "controversies arising between the parties." That contract is annexed as Exhibit 3.

15) On August 11, 2015 the parties entered into an additional civil contract which would run from November 19, 2016 to November 19, 2019. Again the terms of the agreement are the same as the original Management Agreement. A true copy is annexed hereto as Exhibit 4.

16) Through the efforts of GCB (as well as Ruiz's own efforts in the ring) he has now been placed in a position where he is the mandatory contender to fight for the WBO Heavyweight Championship.

17) Mr. Ruiz has had a troubled career, due solely to his own actions. He has had periods when he simply declined to fight (or train) totaling well over a year. He has had two drug suspensions and narrowly avoided a third. The complainants herein have spent large sums of money to advance the career of Ruiz without any profit. Ruiz withdrew from anticipated bouts without cause.

18) At the time the Nevada Commission Contract Keith Kizer, the executive director, had informed counsel of a policy that in order to ensure that a manager received the benefit of his bargain, if a fighter refused to act in good faith to train and/fight then the Nevada Management Agreement would be extended for the period of time necessary to making the manager whole. Hence the Management Agreement has well over a year yet to run.

19) Though within the term of GCB's contract, Ruiz has informed GCB that he will not honor the contract, including the Nevada Athletic Commission contract between GCB and himself. In fact, he has entered into a new contract with Top Rank, Inc and taken \$50,000.

Claim For Relief
(Declaratory Relief As To Management Rights)

20) GCB restates and realleges all allegations contained in paragraphs 1-7 inclusive as though set forth fully herein.

21) It is respectfully submitted that this arbitration should be expedited due to the pendency of a World Title Bout involving Andy Ruiz, scheduled for December 10, 2016.

22) An actual controversy has arisen and does now exist between the parties as to the under the Management Agreement and subsequent contracts/extensions.

Wherefore GCB and Joseph Gagliardi pray for judgement against respondent as follows:

For a arbitral declaration under the Management Agreement and subsequent contracts/extensions, that GCB has the exclusive Management rights to Ruiz, the manager's share of any purses or other funds, including signing bonuses and advances paid or due to be paid to Ruiz.

Reasonable attorney fees and others costs and expenses incurred herein.

Such other relief as the Arbitration may deem just and proper.

Respectfully submitted


DINES AND ENGLISH, L.L.C.

PATRICK C. ENGLISH
685 Van Houten Avenue
Clifton, New Jersey 07013
(973) 778-7575

As Counsel for Garden City Boxing Club, LLC
and Joseph Melvin Gagliardi

EXHIBIT 1

AGREEMENT BETWEEN PARTICIPANT AND MANAGER

This Agreement is made and entered into as of this 19 day of Nov 19th, 2010, by and between Garden City Boxing Club, LLC, managed by Joseph Gagliardi, hereinafter referred to as "Manager," and Arturo Ruiz, Jr., hereinafter referred to as "Participant," who goes by the name Andy Ruiz in the sport of boxing.

1. TERM

In consideration of this contract, and subject to the approval and execution of this contract, the parties hereto bind themselves for period of four (4) years, starting on Nov. 19th 2010 and continuing through Nov. 19, 2014. This contract may not be extended beyond its initial term unless a new contract, mutually agreeable to the parties, is executed and accepted by both parties hereto.

2. SHARE OF COMPENSATION

In consideration for the execution of this contract and the full compliance with all of the terms contained herein by Participant, Manager agrees to pay Participant a total of \$25,000, subject to, and in accordance with, the terms and conditions set in Section 4 of this Agreement.

Manager in turn shall be entitled to receive one-third (33.33%) of Participant's gross income during the term of this Agreement, which includes any extensions.

3. ACCOUNTING

In regard to each match contest in which Participant is obligated to participate, Manager shall provide Participant with a detailed accounting of sums payable to Participant, including any deductions made from the monies earned or received by Participant.

4. PARTICIPANT REPRESENTATIONS AND AGREEMENTS

1. During the term of this contract, and in particular once Participant agrees to participate in a match contest, Participant shall take all steps reasonably necessary to prepare and train himself for the contest. Participant agrees not to engage or participate in any conduct, activity, including physical activity, or sporting event that poses a risk of harm or injury to Participant. Participant shall also not take part or engage in any match contests unless Participant has obtained the written permission of Manager to do so. Participant shall use his best efforts at all times to be in the physical and mental condition necessary to participate to his full potential in all match contests.

2. Weight – Participant agrees that his overall physical and mental condition, including his weight, are of critical importance under this Agreement. Recognizing such, Participant represents and agrees that his current weight is 261 pounds. Participant understands and further agrees that his target weight is 240 pounds and that the consideration paid to Participant under this Agreement will in part be dependant upon and paid and due only when, Participant meets and maintains certain weight milestones. Specifically, Participant shall receive \$5,000 for each five (5) pounds he loses, starting at 255 pounds, until he reaches his target weight of 240 pounds, meaning that of the \$25,000

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consideration set forth in Section 2, \$5,000 will be paid up front, \$5,000 will be paid if and when Participant reaches 255 pounds, \$5,000 will be paid if and when Participant reaches 250 pounds, \$5,000 will be paid if and when Participant reaches 245 pounds, and the final \$5,000 will be paid if and when Participant meets his target weight of 240 pounds. Such milestones must be maintained for at least a period of two consecutive weeks and Participant agrees and represents that he will make a good faith effort to meet and maintain his target weight. In addition, if and when Participant meets his target weight of 240 pounds and maintains such weight for two consecutive weeks, Manager agrees to pay Participant a bonus of \$20,000.

If, after two (2) years, Participant's weight goes over 245 pounds for a more than a two (2) week period, Manager shall be entitled to deduct \$2,500 from any future purse for each five (5) pounds that Participant is over 245 pounds. Participant agrees to submit to weigh ins at Manager's request.

5. MANAGER REPRESENTATIONS AND AGREEMENTS

For a period of Nov 19, 2010, Manager agrees to split 50/50 the cost of a two (2) bedroom apartment for Participant with Participant's father, Arturo Ruiz, Sr. The monthly cost of the apartment, including all utilities, shall not exceed _____ and therefore under no circumstance shall Manager be obligated to contribute more than _____ per month towards Participant's apartment costs.

Manager further agrees to pay all reasonable training expenses of Participant up and until Participant participates in his first 10 round fight, after which time, Manager shall be reimbursed for all training expenses Manager incurs from any purse payable to Participant.

6. NO CHANGES

Participant and Manager both certify and promise to each other that no change in, modification of, or addition to this contract is valid, nor will it be enforceable, unless it is reduced to writing and signed by both parties.

7. TERMINATION

Other than by its own terms this contract may be terminated only by a written release agreed to and signed by both Participant and Manager.

8. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the parties, and Participant and Manager both certify and promise to each other that Participant and Manager have no other oral or written agreements with each other concerning Participant's earnings, Manager's compensation or any other aspect of Participant's career.

9. FURTHER COMPLIANCE

Participant and Manager agree to comply with the laws and rules in this state and with the laws and rules of any tribal organization and in all jurisdictions where Participant is to participate in bouts arranged by Manager.

10. GOOD FAITH

Participant and Manager agree to fulfill all terms and conditions of this contract in good faith. Further, Participant represents and agrees that Participant has no contract or agreement with any other manager, and will not enter into any other contract or agreement with any other manager during the term of this contract.

11. APPLICABLE LAWS

This contract shall be controlled and interpreted by the laws and rules of the State of California.

12. RECOVERY OF ATTORNEY'S FEES AND COSTS

The prevailing party in any dispute submitted to arbitration or in any court action related to or arising under this Agreement shall be entitled to receive from the other party all reasonable costs and attorney's fees incurred, including any and all costs or attorney's fees incurred in connection with any appeal or administrative proceeding.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS AGREEMENT. Participant and Manager agree that they have entered into it this agreement freely and voluntarily intending to be bound by it and intending to comply with each of its provisions; each party acknowledges review and receipt of a complete copy hereof, including any attachments.

IN WITNESS WHEREOF, the parties have executed this contract, consisting of 12 numbered sections, after having initialed each page at the bottom.


MANAGER

Garden City Boxing Club, LLC
By: Joseph Gagliardi, its Manager


PARTICIPANT

Arturo "Andy" Ruiz, Jr.

EXHIBIT 2

FIRST AMENDMENT TO AGREEMENT BETWEEN PARTICIPANT AND MANAGER

This First Amendment to the November 19, 2010 Agreement between Participant and Manager ("First Amendment to Agreement") is made and entered into as of this 15th day of October 2015 by and between Garden City Boxing Club, LLC ("Manager") and Arturo Ruiz, Jr. ("Participant").

RECITALS

- A. WHEREAS, on November 19, 2010, Manager and Participant entered into an Agreement titled "Agreement between Participant and Manager" (the "Agreement") governing their business relationship;
- B. WHEREAS, the Agreement, which term expires on November 19, 2014, is now absent a written agreement between Manager and Participant extending the Agreement beyond its current four (4) year term;
- C. WHEREAS, Manager and Participant both desire to extend the four year term of the Agreement for an additional two years, with all other terms and conditions of the Agreement remaining the same;

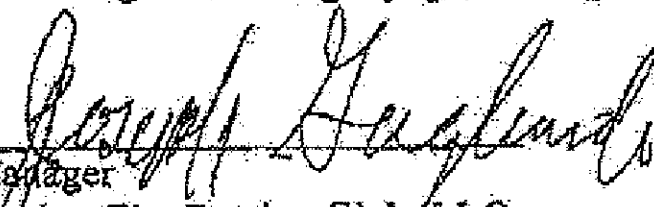
NOW, THEREFORE, in consideration of the mutual and ongoing promises and covenants set forth in the Agreement, Manager and Participant hereby covenant and agree as follows:

AGREEMENT


1. The term of the Agreement, which is set forth in Section 1 of the Agreement, shall be and is extended two (2) additional years to November 19, 2016.
2. All other terms, conditions, and obligations set forth in or arising from the Agreement shall remain in place unchanged.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS FIRST AMENDMENT TO AGREEMENT. Participant and Manager agree that they have entered into this First Amendment to Agreement freely and voluntarily, intending that this First Amendment to Agreement extend the duration and term of the Agreement from November 19, 2014 to November 19, 2016.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement, consisting of this single page, having read and fully understanding the same.



Manager
Garden City Boxing Club, LLC
By: Joseph Gagliardi, its Manager



Participant
Arturo "Andy" Ruiz, Jr.

EXHIBIT 3

Nevada Athletic Commission MANAGEMENT AGREEMENT

THIS AGREEMENT, Made this 7th day of March, 2013 by and between, Joseph Melvin Gagliardi, of Campbell, CA (whether one or more, hereinafter referred to as the "Manager"), and Andres Ponce Ruiz of Imperial, CA, professional unarmed combatant ("Contestant").

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to and with each other as follows:

1. **Definitions.** In this agreement, the words and terms used herein, unless the context otherwise requires, shall have the meanings ascribed to them in Nevada Revised Statutes ("NRS") and Nevada Administrative Code ("NAC") Chapter 467.
2. **Engagement.** It is agreed and understood that Manager is engaging the sole professional services of Contestant, to take part in all contests of unarmed combat, and also to give exhibitions of unarmed combat and training exercises.
3. **Duties of Contestant.** Contestant will use his or her best skill and ability, at such times and places as may be required by Manager. Contestant agrees to place himself or herself under the management of Manager, and, also agrees to take part in such contest of unarmed combat and also give exhibitions of unarmed combat, training and training exercises, whenever and wherever required by Manager, in such places of public entertainment and/or amusement, and in such cities, towns and other places, without limitation, where Manager may from time to time request or direct. Contestant binds himself or herself and agrees to faithfully fulfill, and live up to any agreement entered into on his or her behalf by the Manager, during the term of this agreement. Contestant agrees that he or she shall not, during the continuance of this agreement, take part in any contests or exhibitions of unarmed combat, or act or perform or otherwise exercise Contestant's talent in any manner, or place, how or whatsoever, without having first obtained the written permission of Manager. Contestant shall attend all rehearsals and attend to all training and exercising as Manager shall require, and shall proceed and travel, by any means of conveyance as and when required by Manager for the purposes of this agreement.
4. **Duties of Manager.** Manager binds themselves and agree to use their best efforts to secure remunerative contests and exhibitions of unarmed combat for Contestant.
5. **Term.** In consideration of this agreement, the parties hereto mutually bind themselves until November 19, 2016, with no extension option, for which period this agreement shall remain in full force and effect.
6. **Distribution of Earnings.** It is agreed by the parties that the earnings from all contests, exhibitions and performances of unarmed combat herein mentioned in this agreement shall be divided as follows: **THIRTY THREE AND ONE THIRD PERCENT (33 1/3 %)** to Manager, Joseph Melvin Gagliardi, **SIXTY SIX AND TWO THIRDS PERCENT (66 2/3%)** to Andres Ponce Ruiz, Contestant.
7. **Suspension of Manager.** In the event that Manager shall be suspended by the Nevada Athletic Commission (the "Commission"), and such suspension shall be permanent, this agreement, insofar as it relates to contests and exhibitions of unarmed combat in the State of Nevada, at the option of Contestant, shall forthwith terminate. In the event that such suspension is not permanent, then during the period of such suspension Contestant may contract individually for his or her services and during such period of suspension Manager shall not be entitled to any percentage of the earnings of any contests or exhibitions of unarmed combat engaged in by said Contestant.
8. **Arbitration.** Pursuant to NAC 467.102, controversies arising between the parties hereto shall be referred and submitted to arbitration in the following manner: Within thirty (30) days after the origin of such dispute or controversy, either or both of the parties hereto may notify the Executive Director of the Commission of the existence of such dispute and of his, her, or their desire and willingness to refer such dispute to arbitration, whereupon, in a duly authorized meeting of the Commission, the Chairman of the Commission shall appoint a representative of the Commission (the "Arbitrator") to conduct a hearing at such time and place as may, in the opinion the Arbitrator, be convenient to all interested parties and witnesses. Notification of the time and place of such hearing shall be given to all interested persons by mail at their last known address. The parties hereto agree in the event of submission of any such controversy to arbitration that the decision of the Arbitrator shall be final and binding upon the parties hereto and each of them agree to be bound thereby.
9. **Applicable Law.** It is understood and agreed that the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Nevada. The terms of this agreement shall in all respects be in conformity with the laws of the State of Nevada, and the rules and Regulations now or hereafter adopted by the Commission, which laws and rules are hereby made a part of and incorporated into this agreement. It is agreed by all of the parties that action arising out of this agreement, shall be commenced in the State of Nevada.

10 Assumption of the Risk. The Contestant understands that by participating in a contest or exhibition of unarmed combat, that the Contestant is engaging in an abnormally dangerous activity. The Contestant further understands that this participation subjects the Contestant to a risk of severe injury or death. The Contestant, with full knowledge of this risk, nonetheless, agrees to enter into this agreement and hereby waives any claim that the Contestant or Contestant's heirs may have against the Commission and/or the State of Nevada as the result of any injury the Contestant may suffer as a result of Contestant's participation in any contest or exhibition of unarmed combat in the State of Nevada.

INITIALS OF CONTESTANT AM

11 Release. The parties to this agreement, for themselves, their heirs, executors, administrators, successors, and assigns, hereby release and forever discharge the State of Nevada and the Commission and each of their members, agents, and employees in their individual, personal and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever known or unknown, in law or equity, that the parties ever had, now have, may have, or claim to have against any and all of the persons or entities named in this paragraph arising out of, or by reason of this agreement, or any other matter.

12 Indemnification. The parties to this agreement, jointly and severally hereby indemnify and holds harmless the State of Nevada and the Commission, and each of their members, agents, and employees in their individual, personal and representative capacities against any and all claims, suits and actions, brought against the persons named in this paragraph by reason of this agreement and all other matters relating thereto, and against any and all expenses, damages, charges and costs, including court costs and attorney fees which may be incurred by the persons and entities named in this paragraph as a result of said claims, suits and actions.

13 Original and copies of Agreement. The original of this agreement shall be kept on file by the Commission and a copy of this fully executed agreement will be provided to each party.

14 Entire Agreement and Modification. This agreement and its attachments constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the specific subject matter hereof. All prior agreements are superseded and excluded with regard to the specific terms contained herein. Unless otherwise expressly authorized by the terms of this agreement, no modification or amendment to this agreement shall be binding upon the parties unless the same is in writing, signed by the respective parties hereto, and filed with the Commission.

15 Proper authority. The parties hereto represent and warrant that the person executing this agreement on behalf of another party, if applicable, has the full power and authority to enter into this agreement.

16 Severability. If any provision in this agreement is held to be unenforceable by a court of law or equity, this agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this agreement unenforceable.

17 Notices. All notices or other communications required or permitted to be given under this agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or mailed regular or certified mail to the appropriate party at the last known address on record with the Commission. It is understood by the parties that it is the responsibility of each party to notify the Commission of any change of address.

18 Waiver of Breach. Failure to declare a breach or the actual waiver of any particular breach of the agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19 Assignment. Neither party shall assign, transfer nor delegate any rights, obligations or duties under this agreement without the prior verbal or written consent of the Commission or the Executive Director of the Commission.

IN WITNESSETH WHEREOF, the parties hereto affix their signatures on the date written above.

Signed and delivered in the presence of:

Keith Kizer,

Witness

Joseph Melvin Gagliardi

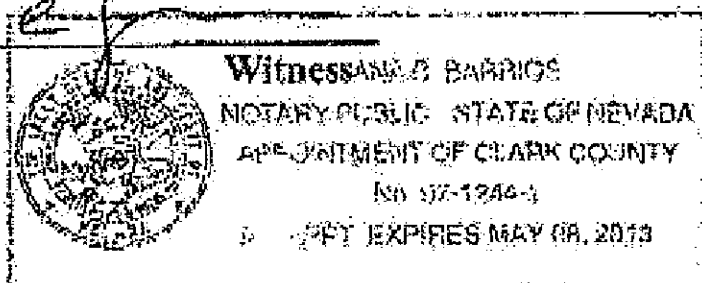
Manager

Deisi Negron,

Andres Ponce Ruiz

Contestant

STATE OF NEVADA
COUNTY OF CLARK



NOTARY PUBLIC [Signature]

SIGNED before me this 7th day of March, 2013 by Keith Kizer, Deisi Negron, Joseph Melvin Gagliardi and Neisi Negron.

EXHIBIT 4

**SECOND AMENDMENT TO AGREEMENT BETWEEN PARTICIPANT
AND MANAGER**

This Second Amendment to the November 19, 2010 Agreement between Participant and Manager ("Second Amendment to Agreement") is made and entered into as of this 11th day of Aug, 2015, by and between Garden City Boxing Club, LLC ("Manager") and Andres "Andy" Ruiz, Jr. August 11, 2015 ("Participant").

RECITALS

A. WHEREAS, on November 19, 2010, Manager and Participant entered an agreement titled "Agreement between Participant and Manager" (as amended, the "Agreement");

B. WHEREAS, on September 28, 2012, Manager and Participant entered into an amendment to the Agreement titled "First Amendment to Agreement Between Participant and Manager" ("First Amendment to Agreement") extending the Agreement two (2) additional years;

C. WHEREAS, the Agreement, as amended by the First Amendment to Agreement, is presently set to expire on November 19, 2016 absent a written agreement between Manager and Participant extending the Agreement;

D. WHEREAS, Manager and Participant both desire to extend the term of the Agreement for an additional three (3) years, from November 19, 2016 to November 19, 2019, with all other terms and conditions of the Agreement remaining the same;

NOW, THEREFORE, in consideration of the mutual and ongoing promises and covenants set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Manager and Participant hereby covenant and agree as follows:

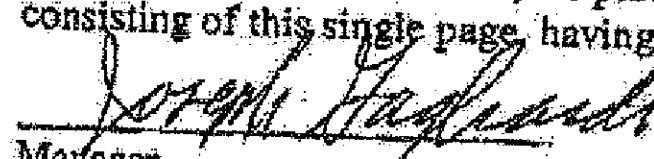
AGREEMENT

1. The term of the Agreement shall be and is extended three (3) additional years to November 19, 2019.

2. All other terms, conditions, and obligations set forth in or arising from the Agreement, as amended, shall remain in place unchanged.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS FIRST AMENDMENT TO AGREEMENT. Participant and Manager agree that they have entered into this Second Amendment to Agreement freely and voluntarily, intending that this Second Amendment to Agreement extend the duration and term of the Agreement from November 19, 2016 to November 19, 2019.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement, consisting of this single page, having read and fully understanding the same.


Manager
Garden City Boxing Club, LLC
By: Joseph Gagliardi, its Manager


Participant
Andres "Andy" Ruiz, Jr.

1 J. RANDALL JONES, ESQ. (#1927)
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2 MONA KAVEH, ESQ. (#11825)
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4 Las Vegas, Nevada 89169
Telephone: (702) 385-6000
5 Facsimile: (702) 385-6001
Attorneys for Garden City Boxing Club, LLC
6 *and Joseph Gagliardi*

7
8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 GARDEN CITY BOXING CLUB, LLC, and
11 JOSEPH GAGLIARDI,

12 Plaintiffs,

13 vs.

14 ARTURO "ANDY" RUIZ,

15 Defendant,

16 and

17 TOP RANK, INC., as stakeholder.

Case No.:

Dept. No.:

**INITIAL APPEARANCE FEE
DISCLOSURE (NRS CHAPTER 19)**

18 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
19 parties appearing in the above-entitled action as indicated below:

20 GARDEN CITY BOXING CLUB, LLC \$270.00

21 JOSEPH GAGLIARDI \$ 30.00

22 ///

23 ///

24 ///

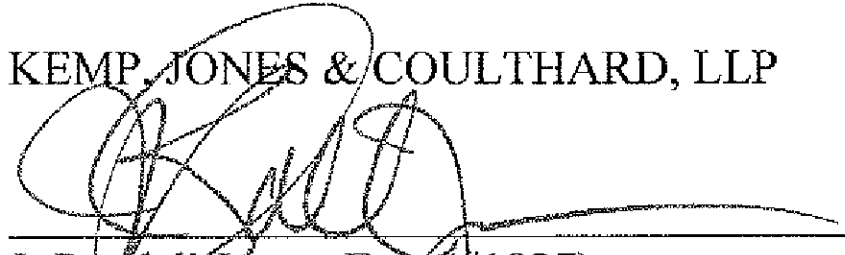
TOTAL REMITTED:

\$300.00

DATED this 5th day of December, 2016.

Respectfully submitted by:

KEMP, JONES & COULTHARD, LLP



J. Randall Jones, Esq. (#1927)

Mona Kaveh, Esq. (#11825)

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Las Vegas, Nevada 89169

Telephone: (702) 385-6000

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*Attorneys for Garden City Boxing Club, LLC
and Joseph Gagliardi*