

BLANK ROME LLP

A Pennsylvania LLP

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Bellator Sport Worldwide, LLC

Plaintiff,

v.

Quinton “Rampage” Jackson

Defendant.

SUPERIOR COURT OF NEW JERSEY

CHANCERY DIVISION:
BURLINGTON COUNTY

Docket No.: C-02515

Civil Action

CERTIFICATION OF SCOTT COKER

Scott Coker, certifies, as follows:

1. I am the President of Bellator Sport Worldwide, LLC (“Bellator”), the plaintiff in this action.
2. I submit this Certification in support of Bellator’s motion for a preliminary injunction to maintain the status quo and prevent defendant Quinton “Rampage” Jackson (“Jackson”) from fighting for any other Mixed Martial Arts (“MMA”) promoter until this action is adjudicated.
3. I have been involved with combat sports for thirty years beginning with events aired on ESPN in the 1980s and 1990s. In 1985, I was a kickboxing promoter based in San Jose, California with our fights being aired on ESPN. In 1992, with the launch of ESPN 2, I started Strikeforce Kickboxing. After MMA became legal in California in 2006, I was granted the first MMA promoter’s license in the state. Through Strikeforce, I promoted MMA events that were eventually aired on Showtime and CBS.

4. In 2011, Strikeforce was sold to Zuffa, Inc. -- the parent of the Ultimate Fighting Championship (“UFC”) -- and I continued to participate in MMA events as part of UFC. In 2013, UFC closed the Strikeforce promotion business and brought the remaining Strikeforce fighters into UFC.

5. In June of 2014, I became the President of Bellator, succeeding the previous President, Bjorn Rebney.

6. MMA is a full-contact combat sport that allows the use of striking techniques from a variety of other combat sports and martial arts. Professional MMA has been legal in New Jersey since 2009. Professional MMA fighters are well known throughout the world. MMA fighters are not organized into teams as is common in many organized sports. MMA fighters -- who are under contract with the same MMA promoter and who are within the same weight class -- compete against one another.

7. MMA promoters put on events that have a number of fights, or “bouts” scheduled for a particular event. This is commonly referred to as the “card.” The card typically includes some preliminary fights, the “undercard” and the “main card” which typically features the better known fighters. The strength of the card is dependent on the notoriety of the fighters. Fans can purchase tickets to watch the fights live, can watch the fights on television and -- on occasion -- can watch the fights through pay-per-view (“PPV”) access. The strength of the card drives ticket sales, television ratings, merchandise sales, dictates the rates paid by sponsors and advertisers and, to some extent, also dictates the venue for the event and the scope of promotion and marketing.

8. MMA promoters invest significant resources to develop their fighters and their fights and go to great lengths to ensure that the marketing of their fighters promotes each fighter and their public personalities in a manner that raises awareness, generates revenue, creates brand loyalty and provides the fighter the best opportunity to become a superstar not only in the MMA industry but around the world.

9. Bellator is the second largest MMA promoter in the MMA industry. Bellator offers the most exciting sporting events for fans and viewers across the globe, while featuring some of the top-

athletes in the world. Bellator currently airs in over 120 countries, including Argentina, Brazil, Cuba, The United Kingdom, France, Russia and several African nations. Bellator has over 150 fighters on its roster and has seven weight divisions for men and one division for women. Bellator's biggest competitor in the MMA industry is UFC. UFC is the largest MMA promoter in the MMA industry. UFC's programming is available in over 145 countries, including many of the same countries as Bellator's. UFC has over 500 fighters on its roster and has eight weight divisions for men and two divisions for women. Bellator and UFC compete both domestically and internationally for the same fan base which is made up of individuals who are MMA enthusiasts

10. Fighters who are under contract with Bellator typically fight other Bellator fighters in Bellator-promoted events which are aired on Spike TV in the US and Canada or distributed on PPV. Bellator derives revenue from live ticket sales, merchandising, digital sales, sponsorships, and advertising sales for broadcast events on Spike TV and on international platforms in over 120 countries and, in the case of PPV, viewer purchases of specific events. Fighters who are under contract with UFC fight other UFC fighters in UFC-promoted events which air on Fox Sports and on UFC's on-line platform called Fight Pass or distributed on PPV.

11. MMA is a star-driven business. An MMA promoter's success is based upon the ability to develop and promote MMA fighters that are not only successful in their fights but also have the personality and charisma to draw a public following. Star power is what draws fans to MMA events and MMA viewers to watch on television and to purchase PPV. Star power also drives merchandise sales, television ratings, international distributions, sponsorship, live gate revenue and advertising revenue. Fans want to see familiar fighters and sponsors want to sponsor those household names. A successful promotion of an MMA event requires elite MMA fighters who have reputations for winning fights or have gained notoriety with the MMA fan base and can attract a wide audience. To succeed, MMA promoters

must demonstrate that they can promote fights that feature well-known fighters and which result in high ratings.

12. Becoming an MMA star is difficult. MMA athletes train for years before competing professionally. A successful fighter must climb the ranks of competitors by winning fights and fighting increasingly better competition until the fighter has the opportunity to fight for a championship. A successful fighter must also have a public persona that is attractive to MMA fans. That persona must be promoted to create that “something special” that translates into the star power that draws viewers to events and drives ratings.

13. An MMA fighter’s development is a long and expensive process. Each fight must be carefully chosen not only to provide the fighter with the right opportunity to advance but also to create the kind of event that will excite the MMA public and drive ticket sales and viewership. Each fight must be promoted and marketed not only to advertise the event but to also create public interest in the MMA fighter himself. Bellator is in the star-building business.

14. An MMA fighter, due to the harsh physical aspects of the sport, has a limited time in which to compete in the sport. The risk of career-ending injury is always present and an MMA promoter takes a substantial risk in making an investment in a fighter. The loss of three fights in a row can have a severe detrimental effect on a fighter’s prospects and earnings. While a star fighter on his/her way up may make many millions of dollars, if he/she then loses the next series of fights his/her earnings may well decrease significantly as MMA viewers’ interest in him/her wanes.

15. An MMA promoter’s reputation is determined in large part by the quality of the fighters on its roster. And a star fighter that has title prospects is incredibly valuable to a promoter. That value cannot be measured in money alone. Having a star in your stable drives the recruitment of future talent and provides a draw for other fighters to want to fight for that MMA promoter. An MMA promoter that losses a star performer will be seen as a diminished force in the MMA industry and can have difficulty

attracting the kinds of fighters that will become its future stars. Thus, the recruitment and retention of star fighters is critical to the ongoing success of a promoter's brand.

16. These concerns are even more important for Bellator which is an up and coming, rapidly growing MMA promoter competing against the industry giant, UFC. If Bellator were, for example, to lose one of its stars to UFC before that fighter's obligations to Bellator had been satisfied, it would send an extremely negative signal to the MMA industry. Thus, Bellator's star fighters are zealously guarded, highly compensated, aggressively marketed and critical to the success of the Bellator brand.

17. Jackson is a long time MMA star whose fighting record goes back to 1999. In 2002, Jackson fought in the highest rated MMA event in history on Spike TV. In May 2007, Jackson won the UFC title from legendary UFC champion, Chuck Liddell. The fight was aired on Spike TV and had over six million viewers. This victory, along with Jackson's public persona, firmly established him as a worldwide MMA superstar. Indeed, when Jackson fought Dan Henderson in London on Spike TV in September 2007, the entire telecast averaged 4.8 million viewers and his fight was the most-watched quarter-hour of the telecast with 5.9 million viewers.

18. Following his victories over Liddell and Henderson in 2007, Jackson's fighting career continued and he remained extremely popular with the public, including co-starring in the movie the A-Team in 2010. In September 2011, while fighting for UFC, Jackson lost a fight to Jon Jones. In February 2012, again while fighting for UFC, he lost a fight to Ryan Bader. In January 2013, Jackson lost his last fight for UFC to Glover Teixeria. Thus, Jackson had a string of three losses while fighting for UFC -- and lost four of his last five fights -- between September 2011 and January 2013. Following those losses, Jackson left UFC. It is my understanding that he was not getting along with UFC management and he did not believe that he was getting the kinds of fights that would advance his career there.

19. Despite the damage caused to Jackson by his losing his last three fights for UFC, Jackson was still a fan favorite. Getting a star of Jackson's popularity -- even in his diminished state -- would be a

significant achievement for Bellator. It is my understanding that Bellator decided to take a risk with Jackson and believed that if Jackson were properly promoted and put in competitive fights, he could again generate the kind of public interest that drives ticket sales and viewership.

20. On May 29, 2013, Bellator and Jackson entered into a fully integrated written exclusive promotional agreement (the “Agreement”). A copy of the Agreement with Addenda is attached hereto as Exhibit A. Under the Agreement, Jackson agreed that Bellator would be his “exclusive Promoter of” his future fights and he granted Bellator “the exclusive unrestricted and worldwide rights to secure, promote, arrange, present, coordinate, create and produce all MMA, martial arts, and unarmed combatant contests ... to be engaged in by” him “during the Term” Under paragraph 11(B) of the Agreement, Jackson granted Bellator the “exclusive, unrestricted, and irrevocable worldwide rights” to fully exploit and use to the fullest extent possible Jackson’s “names, images, likenesses” for the purpose of “advertising and/or promoting and/or exploiting” Bellator’s events and brand.

21. Under Addendum B to the Agreement, executed on January 17, 2014, the Term of the Agreement commenced on May 29, 2013 -- the “Effective Date” of the Agreement. The Term of the Agreement shall end on the date when Jackson has participated in five fights promoted by Bellator “subsequent to execution of this Addendum B” Thus, Jackson was required to participate in five fights promoted by Bellator after January 17, 2014. And since, as noted below, Jackson participated in one fight promoted by Bellator in November 2013, he is obligated to participate in a total of six fights promoted by Bellator under the Agreement.

22. Paragraph 3 of the Agreement provides that upon execution, Bellator shall purchase for Jackson “a 2013 Tesla Sport Automobile” as a “Signing Bonus.” Addendum B of the Agreement also provides that upon execution, Bellator shall pay Jackson “an additional bonus of ... \$100,000.00.” Addendum B of the Agreement also provides that Bellator had the sole “right to place any bout on either Pay-Per-View or on a Non-Pay-Per-View distribution platform.” Addendum B of the Agreement also

provides that Bellator agreed to pay Jackson a guaranteed purse for non-PPV fights of \$200,000.00 for his first fight, \$225,000.00 for his second, \$250,000.00 for his third, \$275,000.00 for his fourth, and \$300,000.00 for his fifth. Bellator agreed to pay Jackson between \$200,000.00 and \$450,000.00 for any PPV fight that Bellator chose to promote. Addendum B of the Agreement also provides that Bellator would pay Jackson \$50,000.00 in the event that he did not receive a certain revenue amount from sponsorships.

23. Bellator purchased Jackson a Tesla for \$129,603.00, paid him his \$100,000.00 additional signing bonus, \$650,000.00 in purses for his fights and \$50,000.00 for sponsorships.

24. Bellator made a substantial investment in the promotion and marketing of Jackson. Jackson was provided with public platforms to expose him to fans and viewers. Competitive fights were carefully chosen for Jackson by Bellator's "Match Maker" and Jackson did well. Jackson has participated in three fights of his six fight commitment with Bellator. The first was against Joey Beltran in November 2013 and aired on Spike TV. The second fight was against Christian M'Pumbu in February 2014 and aired on Spike TV. The last fight was against Muahmmmed "King Mo" Lawal in May 2014 and aired on PPV. Jackson won all three fights. Bellator and its domestic and international distribution partners invested millions of dollars to promote and market Jackson and these fights.

25. Bellator's performance under the Agreement and its marketing and promotion of Jackson personally and his fights propelled him back to the top of the MMA world and made him relevant again in the MMA industry. To put it in perspective, Jackson lost his last three fights -- and four of his last five fights -- for UFC. His career was on a downward trajectory. He signed with Bellator and Bellator put him in competitive fights, put huge marketing dollars into his events, gave him cross-platform exposure on Spike TV, put him in a reality show that showcased his ostentatious life outside the cage, hired a writer to create a movie treatment for a vehicle in which he could star, compensated him fairly, and made him

relevant again in the MMA industry. Jackson's previous string of losses was essentially forgotten and Jackson was once again a powerful draw.

26. Any notion that Bellator decided not to promote Jackson for some undisclosed reason makes no sense whatsoever. In the MMA business a promoter's interests and a fighter's interests are aligned. Both make money from ticket sales, advertising sponsorship and, in a PPV event, PPV buys. A promoter would have no incentive whatsoever to go to the trouble and expense of putting on an MMA event which it did not want to sell. That maxim is true for Bellator. Bellator was and is incentivized for Jackson to succeed with Bellator.

27. In June 2014, following his success in his third fight for Bellator and back on the top of the MMA world, Jackson attempted to renegotiate the Agreement with me. At that time, Jackson's manager, Anthony McGann, who is based in the U.K., told me that Jackson "was not happy" with his deal with Bellator and that it needed to be changed. Because Jackson was -- and is -- extremely important to Bellator and its future plans, I agreed to discuss the Agreement with Jackson and McGann. McGann further informed me that my predecessor at Bellator, Bjorn Rebney, had promised Jackson a \$200,000.00 bonus payment. Notwithstanding my considered belief that Bellator had fully lived up to its contractual obligations to Jackson, and in light of Jackson's importance to the Bellator brand, I decided to pay Jackson the \$200,000.00 to resolve the concerns he and his manager were raising, including those regarding the "King Mo" fight. Jackson picked up that check himself at my office.

28. Jackson was, and is, extremely important to Bellator and its plans for the future. There are very few stars of his magnitude in the MMA world. There are perhaps a handful of fighters of his caliber in the entire world of MMA. Because of his star stature and Bellator's needs, I decided to discuss contract modifications with Jackson and McGann. Jackson informed me that his existing contract was inadequate and that he only signed it because McGann had insisted that he do so. Jackson also informed me that McGann was no longer representing him.

29. However, after a few conversations with Jackson, McGann began to again negotiate on Jackson's behalf. Jackson's outrageous demands and the burden of determining who was handling the negotiation on his behalf made it difficult to negotiate with him. In an effort to reach an amicable, and financially rational, resolution, I asked an MMA colleague, Mike Kogan, to assist in the negotiation to try to bridge the gap. That effort failed.

30. As we considered how to respond to Jackson's ever increasing and convoluted demands, McGann began to say that he would go to the press about Bellator's supposed failures and that he would make public the details of the Agreement despite the fact that he was aware that the Agreement contained a strict confidentiality provision.

31. McGann also began to claim that Bellator had breached the agreement by failing to provide certain entertainment opportunities. This was patently false. Bellator had fully and completely performed under the Agreement. McGann also claimed that Bellator breached the agreement by not properly promoting the fights even though Bellator had absolute discretion with respect to promotion of Jackson's fights under paragraph 12 of the Agreement. Notwithstanding that discretion, Bellator and its partners have invested millions of dollars promoting these fights and the fights succeeded in restoring Jackson's tarnished image.

32. McGann also claimed that Rebney had made Jackson promises regarding Bellator's performance, including his compensation, the reality show, the screen play, the film making opportunities and the awards show. But all of those claims are contravened by the express terms of the Agreement which at paragraph 35 provides that the parties agree that the Agreement contains their "full and complete understanding" and shall "supersede all prior representations ... whether written or oral" and that they relied upon "no oral or written representations or understanding of any nature except as set forth in writing herein."

33. All of these allegations, of course, were not true as Bellator had fully and completely performed under the Agreement. Bellator negotiated in good faith and went above and beyond in order to resolve Jackson's issues and maintain a good working relationship between the parties. In contrast, Jackson and McGann acted in bad faith by resorting to subterfuge in an attempt to force Bellator to give in to Jackson's outrageous demands or, as it turned out, so that Jackson could attempt to escape the Agreement based upon his trumped up claim of breach.

34. On October 15, 2014, McGann -- in one of his frequent and erratic e-mails -- for the first time after over four months of negotiation with Bellator claimed that Bellator materially breached the Agreement by violating paragraph 4 of the Agreement -- which relates to Jackson's bonus payment based upon PPV buys for his fights. McGann asserted that Bellator had materially breached paragraph 4(A)(i)(2) of the Agreement because Jackson had not been provided a "summary report of pay-per-view buys" promptly after the "King Mo" fight.

35. But, shortly after the fight, Kevin Kay, President of Spike TV, told McGann the PPV results and explained to him that based upon these results Jackson was not entitled to a bonus payment under the Agreement. At that time, it is my understanding that neither Jackson nor McGann asked Kay for a copy of any summary reports -- which are highly confidential and proprietary. Further, in June 2014, Kay publicly released the PPV results and those results -- which confirm that Jackson is not entitled to a bonus payment -- were thereafter widely reported by the media.

36. McGann told me several times on the phone and in numerous e-mails that he was not subject to the confidentiality provision of the Agreement. McGann also told me to send the summary reports directly to him and that it was his intention to make public all the details of the Jackson/Bellator relationship. Given these statements, and the highly confidential nature of the summary reports, we were concerned that the summary reports would be disclosed by McGann in violation of the Agreement's confidentiality provisions.

37. In the end, we were not able to come to new terms with Jackson despite my best, good faith efforts to do so. I view Jackson's demands as simply a bid to get a better deal than he could have gotten coming off his losing streak with UFC, once Bellator had built him back up. When he was unable to extract more money than his contract provided, Jackson purported to terminate the Agreement based on his manufactured allegations that Bellator had breached.

38. On November 21, 2014, McGann sent a purported Termination Notice on behalf of Jackson alleging that Bellator breached the Agreement, that Jackson is entitled to rescission of the Agreement and that Bellator violated paragraph 4(A)(i)(2) of the Agreement. A copy of the purported Notice of Termination is attached hereto as Exhibit B. After hearing that Jackson was speaking to UFC in violation of the Agreement, on December 4, 2014, I had a telephone call with Kirk Hendrick of UFC. Hendrick confirmed that UFC was negotiating with Jackson and that McGann told him that Jackson was a free agent. I told Hendrick that Jackson was under contract with Bellator and not a free agent. Hendrick asked me if I could send a letter to UFC indicating that Jackson was under contract with Bellator. I then directed an e-mail be sent to UFC confirming that "it is Bellator's position that Quinton Jackson is still under contract with us." In response, UFC sent an e-mail stating "that the representations made to us on this subject are directly contrary to those set forth in your email. We will look into the matter and follow up with you if necessary."

39. Soon thereafter, UFC announced that it has re-signed Jackson and set a fight between Jackson and Fabio Maldonado to be held on April 25, 2105, in Montreal, Canada.

40. By opting to sign with UFC, Jackson materially breached the Agreement that Bellator would be his exclusive promoter and paragraph 11(B) which provides that Bellator has the exclusive right to use Jackson's "names, images likenesses" for the purpose of "advertising and/or promoting and/or exploiting" Bellator's events and brand. Jackson also breached paragraph 24 of the Agreement which provides that for twelve months following its termination, for any reason, Bellator has the exclusive right

“to match the material terms of any agreement offered” made to Jackson “by any other promotional entity” and that Jackson must provide Bellator “with written notice of any such offer from another promotional entity within five (5) days of … receiving said offer” by failing to provide Bellator with notice of, and the right to match, the offer he received and accepted from UFC.

41. As he agreed under paragraph 26 of the Agreement, Jackson’s breach of the Agreement and his abrupt defection to UFC has caused, and will continue to cause, harm to Bellator that goes far beyond economic losses. To be sure, Bellator and its partners have invested millions of dollars promoting Jackson’s fights and Jackson himself. Bellator rebuilt Jackson’s brand and put him back on top of his chosen sport. Those losses are significant. But the non-economic harm Bellator will suffer is far more serious.

42. The departure of an MMA star while still under contract with a promoter sends ripples through the industry. Other fighters and their managers take this kind of seismic disruption as a cue that they and their fighters can simply ignore their contracts and likewise bolt for a perceived better opportunity if one seems possible. Managers have said to me that if Jackson is allowed to walk away from his contract, other fighters will do the same.

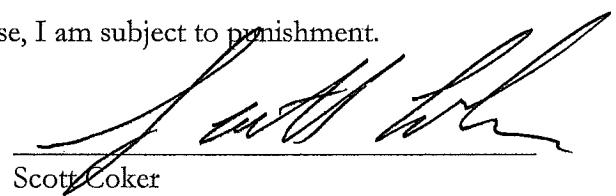
43. The MMA social networking sphere is filled with negative chatter about Bellator simply because Jackson took the precipitous action that he did and has said the things he has said. By way of example, on November 17, 2014, before McGann sent his purported Notice of Termination, Jackson tweeted that he should have stayed with UFC: “u should just stay with the devil you know” and on December 21, 2014, Jackson tweeted “Official statement on my UFC signing and what happening at RampageJackson.com (so Scott Coker can shut up)”. That chatter has ramifications in fan loyalty and damages our brand. Jackson himself has used social media to denigrate Bellator and its honesty and business practices and to attack me personally. Bellator is on an upward trajectory and the departure of

one of its top talents makes Bellator look small-time in an industry where perception is everything and injures Bellator.

44. In addition, Bellator was poised to put Jackson into a fight against Bellator's other top star, Tito Ortiz, in the near future. That fight had been postponed due to an injury to Ortiz. That fight is one of the most highly anticipated fights in MMA and would have been a huge fight for Bellator. The loss of that fight injures Bellator in ways that are simply incalculable. That fight would have propelled Bellator to a new level in the MMA world with a commensurate increase in stature, reputation and brand awareness. Its loss, if Jackson does not fulfill his contractual obligations to Bellator, will cause damage to Bellator that cannot be compensated.

45. Under the Agreement, Bellator bought Jackson a new car worth \$129,603.00 and paid him \$940,000.00 in signing bonuses, purses, sponsorship payment and his appearance on the reality show. Jackson also received the non-contractual payment of \$200,000.00. Bellator and its partners also invested millions of dollars in order to promote and market Jackson and his fights. Yet Jackson now, in the middle of his contract, and having completed only three fights of his six-fight commitment and after attempting to extract more money from Bellator, purports to alter the status quo by abandoning his obligations and fighting for Bellator's biggest competitor, UFC. Jackson wants to deprive Bellator of the benefits of his unique services in the middle of his commitment, after Bellator rebuilt his reputation in the MMA industry and linked its future with his continued performance. Jackson has also breached his contractual commitment by failing to give Bellator written notice of, and the exclusive right to match, the offer he received from UFC. Jackson expressly agreed that his services are "special, unique, unusual and extraordinary in character" and "in the event of a breach," Bellator would suffer "irreparable damage and injury" and be entitled to "injunctive relief." Without an injunction, Bellator will suffer irreparable harm to its business and reputation.

I certify that the foregoing statements made by me are true and correct. I am aware if any of the foregoing statements made by me are willfully false, I am subject to punishment.



A handwritten signature in black ink, appearing to read "Scott Coker", is written over a horizontal line.

February 25, 2015