

1 ADAM PAUL LAXALT
Attorney General
2 JASON GUNNELL
Deputy Attorney General (Bar #13997C)
Bureau of Gaming & Government Affairs
3 555 E. Washington Ave., Ste. 3900
Las Vegas, Nevada 89101
4 Telephone: (702) 486-2625
Facsimile: (702) 486-3773
5 Email: jgunnell@ag.nv.gov

6 BEFORE THE NEVADA STATE ATHLETIC COMMISSION

7 * * *

8 IN THE MATTER OF:) PROPOSED ADJUDICATION
9) AGREEMENT AND ORDER
10 NATHAN DIAZ)
_____)

11 This Adjudication Agreement ("Agreement") is made by and between Nathan Diaz
12 ("Diaz") and the Executive Director of the Nevada State Athletic Commission ("Director")
13 (collectively hereinafter referred to as the "Parties"), and is effective only as of the date
14 this Agreement is approved by a majority of the members of the Nevada State Athletic
15 Commission ("Commission") at a public meeting ("the Effective Date").
16

17 WHEREAS, the Commission is vested with the sole discretion, management,
18 control and jurisdiction over contests, unarmed combatants, exhibitions and licensees of
19 unarmed combat, which includes mixed martial arts;
20

21 WHEREAS, Diaz participated in a pre-fight press conference ("Press Conference")
22 on August 17, 2016 in Las Vegas, Nevada, to promote his Ultimate Fighting
23 Championship ("UFC") 202 contest against Conor McGregor ("McGregor"). The parties
24 stipulate the following occurred:
25

- 26 a. Diaz walked out of the Press Conference prior to its completion.
27 b. As he walked out of the Press Conference, Diaz tossed one or more
28 plastic water bottles in the direction of McGregor and directed one or
more profane statements towards McGregor, including, but not
limited to: "f**k your whole team;" and "f**you."

1 c. Also, as he walked out of the Press Conference, Diaz directed obscene
2 gestures towards McGregor, to wit: extending the middle finger of
3 both his hands towards McGregor.

4 WHEREAS, the Director issued a Complaint for Disciplinary Action against Diaz
5 on or about September 6, 2016 (the "Complaint") arising out of pre-fight press conference.

6 WHEREAS, the Parties stipulate that Diaz's conduct of throwing the water
7 bottle(s) at UFC 202 pre-fight conference on August 17, 2016, brought disrepute to
8 unarmed combat and he is guilty of foul or unsportsmanlike conduct in connection with a
9 contest.

10 WHEREAS, on or about September 29, 2016, Diaz submitted an Answer to the
11 Complaint via his attorney Sam Awad admitting to the misconduct and apologizing for
12 his misconduct.

13 WHEREAS, in light of the foregoing and in an effort to serve the Commission and
14 Director's primary mission of protecting the health and welfare of unarmed combatants
15 as well as the industry of unarmed combat as a whole in Nevada, and in the interest of
16 judicial and administrative economy, the Parties wish to resolve the Complaint and
17 Disciplinary Action and potential litigation on the terms set forth herein;

18 NOW THEREFORE, in consideration of the mutual covenants, agreements and
19 conditions herein stated, together with other good and valuable consideration, the receipt
20 and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

21 **1. TERMS OF AGREEMENT**

22 1.1 The Parties recognize and agree that the Commission has the sole and
23 absolute discretion to determine whether to accept this Agreement.

24 1.2 Diaz agrees to pay 2.5% of the purse, defined in Nevada Revised Statutes
25 467.0105, as a fine to the State of Nevada which shall become due upon the Effective Date
26 of this Agreement. Diaz agrees to pay the fine in full or submit a written payment plan
27 approved by the Director either before the date of his next contest in the State of Nevada
28 or by February 1, 2017, whichever occurs first.

1 1.3 Diaz shall perform 50 hours of community service to be approved by either
2 the Chairman of the Commission or the Director. Diaz shall perform the community
3 service prior to December 1, 2017.

4 1.4 Each party shall bear its own attorney's fees and costs.

5 1.5 Except with respect to the obligations created by or arising out of this
6 Agreement, Diaz (the "Releasing Party") does hereby for itself and its officers, directors,
7 members, employees, investors, shareholders, administrators, attorneys, divisions,
8 parents, affiliates, subsidiaries, assignees, independent contractors, predecessor and
9 successor corporations, and assigns, fully and forever release and absolutely discharge
10 the other party (the "Released Party") and each of its officers, directors, members,
11 employees, investors, shareholders, administrators, attorneys, affiliates, divisions,
12 parents, affiliates, subsidiaries, predecessor and successor corporations, and assigns, from
13 liability, and agree not to sue or otherwise complain concerning, any claim, demand, duty,
14 debt, liability, account, reckoning, obligation, violation, cost, expense, lien, attorneys' fee,
15 action or cause of action relating to any matters of any kind, whether presently known or
16 unknown, suspected or unsuspected, that any of them may possess arising from the facts
17 and circumstances of the Complaint or Disciplinary Action and/or the threatened
18 litigation, that have occurred up until and including the Effective Date of this Agreement
19 including, without limitation, any and all claims which were or might have been the
20 subject matter of the Complaint or Disciplinary Action and/or the threatened litigation.

21 1.7 In the event this Agreement is not approved by the Commission, (i) it shall
22 be deemed withdrawn without prejudice to any claims, positions or contentions which
23 may have been made by any party; (ii) the Parties will go back to the position they were
24 in prior to this Agreement; and (iii) no part of this Agreement shall be admissible in
25 evidence.

26 1.8 In the event the Commission determines Diaz has breached the terms of this
27 Agreement by failing to perform the obligations set forth in Sections 1.2 or 1.3 herein, the
28 Commission shall order him suspended for a term of not less than 18 months.

1 1.10 This Agreement is a full and complete resolution of all issues arising from
2 the Complaint and Disciplinary Action, and upon approval of this Agreement by the
3 Commission, and compliance with the terms stated herein, the contested case arising
4 from the Complaint and Disciplinary Action shall be considered closed and final.

5 1.11 The Parties agree to waive any and all appellate rights pertaining to the
6 underlying Complaint and Disciplinary Action, including the right to a judicial review as
7 set forth in NRS 233B.130. The Parties understand that they may not bring any type of
8 action regarding the Complaint and Disciplinary Action other than any proceeding which
9 would be necessary to enforce this Agreement.

10 **2. NO ADMISSION OF LIABILITY**

11 Nothing contained in this Agreement, nor the consideration provided for herein,
12 shall be construed as an admission of any liability by any of the Parties or by any other
13 person.

14 **3. ENTIRE AGREEMENT**

15 This Agreement represents the entire understanding of the parties. All prior or
16 contemporaneous understandings or agreements between the Parties as they relate to the
17 Complaint and Disciplinary Action are merged into this Agreement, and it expresses the
18 agreement of the Parties. The Commission's approval of this Agreement does not
19 constitute approval of or a precedent regarding approval of any principle or issue for any
20 other purpose or for any other party except those involved in this specific Agreement.
21 This Agreement does not imply any Commission policy with respect to this or any
22 disciplinary actions and shall not constitute a precedent for any other issues or
23 proceedings concerning this or any other licensee, and shall not be admissible in any
24 other proceeding with respect to any other matter, except proceedings brought to enforce
25 this Agreement under its terms. This Agreement may be modified only in writing, signed
26 by all the Parties hereto, or all the Parties affected by any such modification, and no term
27 or provision may be waived except by such writing. The Parties have been represented by
28 counsel in connection with the preparation of this Agreement.

1 **4. APPLICABLE LAW**

2 This Agreement was drafted through the joint efforts of the Parties through
3 counsel, and shall not be read for or interpreted against any party of this Agreement.
4 This Agreement is intended to be enforced according to its written terms under the laws
5 of the State of Nevada, and in the state courts of Nevada.

6 **5. BENEFIT**

7 This Agreement shall be binding upon and inure to the benefit of the Parties, and
8 each of them, their successors, assigns, personal representatives, agents, employees,
9 directors, members, officers and servants.

10 **6. COUNTERPARTS**

11 This Agreement may be executed in any number of counterparts and each
12 counterpart executed by any of the undersigned together with all other counterparts so
13 executed shall constitute a single instrument and agreement of the undersigned.
14 Electronically transmitted copies hereof and electronically transmitted signatures hereon
15 shall have the same force and effect as originals.

16 **7. MUTUAL WARRANTIES**

17 Each party to this Agreement warrants and represents to the other that they have
18 not assigned or transferred to any person not a party hereto any claim or other released
19 matter, or any part or portion thereof, and that each party has the authority to sign this
20 Agreement, and each individual executing this Agreement on behalf of any entity or
21 person specifically warrants that he or she has the authority to sign this Agreement. The
22 Parties further represent and agree that they have not relied upon any representations
23 by any other party or their respective directors, members, agents, employees,
24 representatives, or attorneys, concerning the terms or effects of this Agreement other
25 than those expressly contained in this Agreement.

26 **8. NOTICE**

27 8.1 Diaz fully understand and voluntarily waive the 21-day and the 5-day notice
28 requirements found under NRS 241.033 and 241.034, including the content requirements

1 of such notices, in relation to any hearing before the Commission on this settlement
2 agreement that may be held.

3 8.2 All notices or demands of any kind that any party is required to or desires to
4 give in connection with this Agreement shall be in writing and shall be deemed to be
5 delivered if sent by emails or by facsimile and by depositing the notice or demand in the
6 United States mail, postage paid, and addressed to the other parties as follows:

7 **A. If to Diaz:**

8 Sam Awad
9 4 Rimrock Road
10 Lafayette, CA 94549
11 Email: sam.awad@outlook.com

12 **B. If to the Director:**

13 Jason Gunnell
14 Deputy Attorney General
15 555 East Washington Avenue, Suite 3900
16 Las Vegas, Nevada 89101
Facsimile: 702-486-0621
Email: jgunnell@ag.nv.gov

17 **9. HEADINGS AND RECITALS**

18 The headings of the paragraphs of this Agreement are for convenience only and
19 shall not affect the construction or interpretation of any of its provisions.

20 **10. VOLUNTARY EXECUTION OF AGREEMENT**

21 This Agreement is executed knowingly, voluntarily and without any duress or
22 undue influence on the part or behalf of the Parties hereto, with the full intent of
23 releasing all claims in accordance with Paragraph 1.6 above. The Parties acknowledge
24 that:

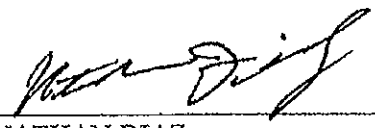
- 25 A. They have read this Agreement or had it read to them in their chosen
26 language;
27 B. They have been represented in the preparation, negotiation, and execution of
28 this Agreement by legal counsel of their own choice;

1 C. They understand the terms and consequences of this Agreement and of the
2 releases it contains; and

3 D. They are fully aware of the legal and binding effect of this Agreement.

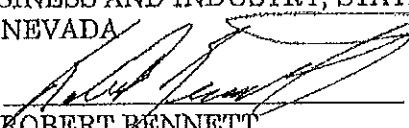
4 IN WITNESS WHEREOF, the Parties have executed this Agreement on the
5 respective dates set forth below:

6 DATED: 11-4-16

7 By: 
NATHAN DIAZ

8
9 DATED: 11/10/16

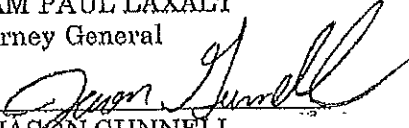
FOR THE NEVADA STATE ATHLETIC
COMMISSION, DEPARTMENT OF
BUSINESS AND INDUSTRY, STATE
OF NEVADA


10
11 By: 
12 ROBERT BENNETT
13 Executive Director

14 Approved as to form and content:

15 ADAM PAUL LAXALT
16 Attorney General

SAM AWAD, Esq.

17 By: 
18 JASON GUNNELL
19 Deputy Attorney General
20 555 East Washington Avenue,
Suite 3900
Las Vegas, Nevada 89101
Attorneys for Commission

By: 
SAM AWAD, ESQ.
4 Rimrock Road
Lafayette, CA 94549
Attorney for Nathan Diaz

21 ORDER

22 IT IS SO ORDERED.

23 DATED this 15th ~~day of November~~ ^{DECEMBER}, 2016.

24
25 NEVADA STATE ATHLETIC COMMISSION

26 
27 ANTHONY A. MARNELL III
28 Chairman

1 ADAM PAUL LAXALT
Attorney General
2 JASON GUNNELL
Deputy Attorney General (Bar #13997C)
3 Bureau of Gaming & Government Affairs
555 E. Washington Ave., Ste. 3900
4 Las Vegas, Nevada 89101
Telephone: (702) 486-2625
5 Facsimile: (702) 486-3773
6 Email: jgunnell@ag.nv.gov

7
8 **BEFORE THE NEVADA STATE ATHLETIC COMMISSION**

9 * * *

10 **IN THE MATTER OF:**

11 **Jonathan Jones**
12 _____

)
) **PROPOSED ADJUDICATION**
) **AGREEMENT AND ORDER**
)
)

13 This Adjudication Agreement ("Agreement") is made by and between Jonathan
14 Jones ("Jones") and the Executive Director of the Nevada State Athletic Commission
15 ("Director") (collectively hereinafter referred to as the "Parties"), and is effective only as of
16 the date this Agreement is approved by a majority of the members of the Nevada State
17 Athletic Commission ("Commission") at a public meeting ("the Effective Date").

18
19 WHEREAS, the Commission is vested with the sole discretion, management,
20 control and jurisdiction over contests, unarmed combatants, exhibitions and licensees of
21 unarmed combat, which includes mixed martial arts;

22
23 WHEREAS, the Commission at all relevant times, in addition to prohibiting the
24 use of any alcohol, stimulant or any drug or injection that has not been approved by the
25 Commission (NAC 467.850), has adopted and utilized the Prohibited List published by
26 the World Anti-Doping Agency (WADA) to provide notice to unarmed combatants and
27
28

1 licensees of those drugs, injections and stimulants that are not approved by the
2 Commission.

3 WHEREAS, on April 27, 2016, Promoter Ultimate Fighting Championship ("UFC")
4 announced that Jones would participate in the main event of UFC 200, a professional
5 mixed martial arts event set for July 9, 2016 in Las Vegas, Nevada.
6

7 WHEREAS, on June 16, 2016, Jones voluntarily submitted to a urinalysis (the
8 "Urinalysis") by a representative of the United States Anti-Doping Agency ("USADA")
9 and provided a specimen for testing.

10 WHEREAS, on July 6, 2016, the "A Sample" of the Urinalysis was tested. The "A
11 Sample" reflected the presence of Hydroxyclophene, which is a metabolite of
12 Clomiphene. Clomiphene is not a drug or stimulant approved by the Commission and it
13 is a prohibited anti-estrogenic substance pursuant to the World Anti-Doping Agency's
14 Prohibited list ("*WADA Prohibited List*"). The Urinalysis also reflected the presence of
15 Letrozole Metabolite. Letrozole is not a drug or stimulant approved by the Commission
16 and it is a prohibited Aromatase Inhibitor pursuant to the *WADA Prohibited List*.
17

18 WHEREAS, on or about July 8, 2016, the "B Sample" of the Urinalysis was tested.
19 The "B Sample" testing reflected the presence of Hydroxyclophene and Letrozole
20 Metabolite.
21

22 WHEREAS, the administration of or use of any drug that has not been approved
23 by the Commission by a Nevada licensed mixed martial artist is prohibited by the
24 Regulations of the Commission.
25

26 WHEREAS, the Director issued a Complaint for Disciplinary Action against Jones
27 on or about September 6, 2016 (the "Complaint") arising out of the positive test.
28

1 WHEREAS, the Parties stipulate that Jones's administration or use of one or more
2 prohibited substances brought disrepute to unarmed combat, and he is guilty of foul or
3 unsportsmanlike conduct that was detrimental to a contest.

4 WHEREAS, in light of the foregoing and in an effort to serve the
5 Commission and Director's primary mission of protecting the health and welfare of
6 unarmed combatants as well as the industry of unarmed combat as a whole in Nevada,
7 and in the interest of judicial and administrative economy, the Parties wish to resolve
8 the Complaint and Disciplinary Action and potential litigation on the terms set forth
9 herein;
10

11 NOW THEREFORE, in consideration of the mutual covenants, agreements and
12 conditions herein stated, together with other good and valuable consideration, the receipt
13 and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:
14

15 **1. TERMS OF AGREEMENT**

16 1.1 The Parties recognize and agree that the Commission has the sole and
17 absolute discretion to determine whether to accept this Agreement.
18

19 1.2 Jones agrees to a 12-month suspension from the date of first positive test
20 result which suspension shall be lifted on July 6, 2017.

21 1.3 Each party shall bear its own attorney's fees and costs.

22 1.4 Except with respect to the obligations created by or arising out of this
23 Agreement, Jones (the "Releasing Party") does hereby for itself and its officers, directors,
24 members, employees, investors, shareholders, administrators, attorneys, divisions,
25 parents, affiliates, subsidiaries, assignees, independent contractors, predecessor and
26 successor corporations, and assigns, fully and forever release and absolutely discharge
27 the other party (the "Released Party") and each of its officers, directors, members,
28

1 employees, investors, shareholders, administrators, attorneys, affiliates, divisions,
2 parents, affiliates, subsidiaries, predecessor and successor corporations, and assigns,
3 from liability, and agree not to sue or otherwise complain concerning, any claim, demand,
4 duty, debt, liability, account, reckoning, obligation, violation, cost, expense, lien,
5 attorneys' fee, action or cause of action relating to any matters of any kind, whether
6 presently known or unknown, suspected or unsuspected, that any of them may possess
7 arising from the facts and circumstances of the Complaint or Disciplinary Action and/or
8 the threatened litigation, that have occurred up until and including the Effective Date of
9 this Agreement including, without limitation, any and all claims which were or might
10 have been the
11 subject matter of the Complaint or Disciplinary Action and/or the threatened litigation.
12

13
14 1.5 In the event this Agreement is not approved by the Commission, (i) it shall
15 be deemed withdrawn without prejudice to any claims, positions or contentions which
16 may have been made by any party; (ii) the Parties will go back to the position they were
17 in prior to this Agreement; and (iii) no part of this Agreement shall be admissible in
18 evidence.
19

20 1.6 This Agreement is a full and complete resolution of all issues arising from
21 the Complaint and Disciplinary Action, and upon approval of this Agreement by the
22 Commission, and compliance with the terms stated herein, the contested case arising
23 from the Complaint and Disciplinary Action shall be considered closed and final.
24

25 1.7 The Parties agree to waive any and all appellate rights pertaining to the
26 underlying Complaint and Disciplinary Action, including the right to a judicial review as
27 set forth in NRS 233B.130. The Parties understand that they may not bring any type of
28

1 action regarding the Complaint and Disciplinary Action other than any proceeding which
2 would be necessary to enforce this Agreement.

3 **2. NO ADMISSION OF LIABILITY**

4 Nothing contained in this Agreement, nor the consideration provided for herein,
5 shall be construed as an admission of any liability by any of the Parties or by any other
6 person.
7

8 **3. ENTIRE AGREEMENT**

9 This Agreement represents the entire understanding of the parties. All prior or
10 contemporaneous understandings or agreements between the Parties as they relate to
11 the Complaint and Disciplinary Action are merged into this Agreement, and it expresses
12 the agreement of the Parties. The Commission's approval of this Agreement does not
13 constitute approval of or a precedent regarding approval of any principle or issue for any
14 other purpose or for any other party except those involved in this specific Agreement.
15 This Agreement does not imply any Commission policy with respect to this or any
16 disciplinary actions and shall not constitute a precedent for any other issues or
17 proceedings concerning this or any other licensee, and shall not be admissible in any
18 other proceeding with respect to any other matter, except proceedings brought to enforce
19 this Agreement under its terms. This Agreement may be modified only in writing, signed
20 by all the Parties hereto, or all the Parties affected by any such modification, and no term
21 or provision may be waived except by such writing. The Parties have been represented
22 by counsel in connection with the preparation of this Agreement.
23
24
25

26 **4. APPLICABLE LAW**

27 This Agreement was drafted through the joint efforts of the Parties through
28 counsel, and shall not be read for or interpreted against any party of this Agreement.

1 This Agreement is intended to be enforced according to its written terms under the laws
2 of the State of Nevada, and in the state courts of Nevada.

3 **5. BENEFIT**

4 This Agreement shall be binding upon and inure to the benefit of the Parties, and
5 each of them, their successors, assigns, personal representatives, agents, employees,
6 directors, members, officers and servants.
7

8 **6. COUNTERPARTS**

9 This Agreement may be executed in any number of counterparts and each
10 counterpart executed by any of the undersigned together with all other counterparts so
11 executed shall constitute a single instrument and agreement of the undersigned.
12 Electronically transmitted copies hereof and electronically transmitted signatures hereon
13 shall have the same force and effect as originals.
14

15 **7. MUTUAL WARRANTIES**

16 Each party to this Agreement warrants and represents to the other that they have
17 not assigned or transferred to any person not a party hereto any claim or other released
18 matter, or any part or portion thereof, and that each party has the authority to sign this
19 Agreement, and each individual executing this Agreement on behalf of any entity or
20 person specifically warrants that he or she has the authority to sign this Agreement.
21 The Parties further represent and agree that they have not relied upon any
22 representations by any other party or their respective directors, members, agents,
23 employees, representatives, or attorneys, concerning the terms or effects of this
24 Agreement other than those expressly contained in this Agreement.
25
26
27
28

1 8. NOTICE

2 8.1 Jones fully understand and voluntarily waive the 21-day and the 5-day notice
3 requirements found under NRS 241.033 and 241.034, including the content requirements
4 of such notices, in relation to any hearing before the Commission on this settlement
5 agreement that may be held.
6

7 8.2 All notices or demands of any kind that any party is required to or desires to
8 give in connection with this Agreement shall be in writing and shall be deemed to be
9 delivered if sent by emails or by facsimile and by depositing the notice or demand in the
10 United States mail, postage paid, and addressed to the other parties as follows:

11 A. If to Jones:

12
13 Howard Jacobs
14 2815 Townsgate Road, Suite 200
15 Westlake Village, California, 91361
Email: howard.jacobs@athleteslawyer.com

16 B. If to the Director:

17 Jason Gunnell
18 Deputy Attorney General
19 555 East Washington Avenue, Suite 3900
20 Las Vegas, Nevada 89101
Facsimile: 702-486-0621
Email: jgunnell@ag.nv.gov

21 9. HEADINGS AND RECITALS

22 The headings of the paragraphs of this Agreement are for convenience only and
23 shall not affect the construction or interpretation of any of its provisions.
24

25 10. VOLUNTARY EXECUTION OF AGREEMENT

26 This Agreement is executed knowingly, voluntarily and without any duress or
27 undue influence on the part or behalf of the Parties hereto, with the full intent of
28

1 releasing all claims in accordance with Paragraph 1.4 above. The Parties acknowledge
2 that:

- 3 A. They have read this Agreement or had it read to them in their chosen
4 language;
5 B. They have been represented in the preparation, negotiation, and execution
6 of this Agreement by legal counsel of their own choice;
7 C. They understand the terms and consequences of this Agreement and of the
8 releases it contains; and
9 D. They are fully aware of the legal and binding effect of this Agreement.

10 IN WITNESS WHEREOF, the Parties have executed this Agreement on the
11 respective dates set forth below:

12
13 DATED: 12-1-16

By: 

JONATHAN JONES

14
15 DATED: _____

FOR THE NEVADA STATE ATHLETIC
COMMISSION, DEPARTMENT OF
BUSINESS AND INDUSTRY, STATE
OF NEVADA

16
17
18 By: 

ROBERT BENNETT
Executive Director

19
20 Approved as to form and content:

21 ADAM PAUL LAXALT
22 Attorney General

Law Offices of Howard L. Jacobs,

23 By: 

24 JASON GUNNELL
25 Deputy Attorney General
26 555 East Washington Avenue,
27 Suite 3900
28 Las Vegas, Nevada 89101
Attorneys for Commission

By: 

HOWARD L. JACOBS, ESQ.
2815 Townsgate Road, Suite 200
Westlake Village, CA, 91361
Attorney for Jonathan Jones

ORDER

IT IS SO ORDERED.

DATED this 15th day of December, 2016.

NEVADA STATE ATHLETIC COMMISSION



ANTHONY A. MARNELL III
Chairman

1 ADAM PAUL LAXALT
Attorney General
2 CAROLINE BATEMAN
Deputy Attorney General (Bar #12281)
3 Bureau of Gaming & Government Affairs
555 E. Washington Ave., Ste. 3900
4 Las Vegas, Nevada 89101
Telephone: (702) 486-3420
5 Facsimile: (702) 486-3773
Email: cbateman@ag.nv.gov
6

7 BEFORE THE NEVADA STATE ATHLETIC COMMISSION

8 * * *

9 IN THE MATTER OF:

10 BROCK LESNAR

} PROPOSED ADJUDICATION
} AGREEMENT AND ORDER
11 }

12 This Adjudication Agreement ("Agreement") is made by and between Brock Lesnar
13 ("Lesnar") and the Executive Director of the Nevada State Athletic Commission
14 ("Director") (collectively hereinafter referred to as the "Parties"), and is effective only as of
15 the date this Agreement is approved by a majority of the members of the Nevada State
16 Athletic Commission ("Commission") at a public meeting ("the Effective Date").

17 WHEREAS, the Commission is vested with the sole discretion, management,
18 control and jurisdiction over contests, unarmed combatants, exhibitions and licensees of
19 unarmed combat, which includes mixed martial arts;

20 WHEREAS, the Commission at all relevant times, in addition to prohibiting the
21 use of any alcohol, stimulant or any drug or injection that has not been approved by the
22 Commission (NAC 467.850), has adopted and utilized the *Prohibited List* published by the
23 World Anti-Doping Agency (WADA) to provide notice to unarmed combatants and
24 licensees of those drugs, injections and stimulants that are not approved by the
25 Commission.

26 WHEREAS, on or about May 25, 2016, at a public meeting, the Commission
27 granted an event permit to Promoter Zuffa, LLC d/b/a/ Ultimate Fighting Championship
28

1 ("UFC") to promote a professional mixed martial arts event at the T-Mobile Arena in Las
2 Vegas, Nevada, on July 9, 2016 ("UFC 200").

3 WHEREAS, on or about June 6, 2016, the UFC announced that Lesnar would
4 compete at UFC 200.

5 WHEREAS, on June 21, 2016, the Commission granted Lesnar with an Unarmed
6 Combatant's License for the 2016 calendar year.

7 WHEREAS, on June 28, 2016, Lesnar submitted to an out-of-competition
8 urinalysis (the "Out-of-Competition Urinalysis") by a representative of the United States
9 Anti-Doping Agency ("USADA") and provided a specimen for testing.

10 WHEREAS, the Out-of-Competition Urinalysis reflected the presence of
11 Clomiphene, which is an anti-estrogenic substance, and 4-Hydroxyclophene, which is a
12 metabolite of Clomiphene.

13 WHEREAS, Clomiphene is not a drug or stimulant approved by the Commission.

14 WHEREAS, Clomiphene is a prohibited substance, both in-competition and out-of-
15 competition, pursuant to the 2016 WADA *Prohibited List*.

16 WHEREAS, on his Pre-Fight Medical Questionnaire, dated July 8, 2016, Lesnar
17 submitted that he did not take or receive any medication or drugs, whether prescription
18 or over-the-counter, from anyone or anyplace, within the month prior to his UFC 200
19 contest.

20 WHEREAS, on July 9, 2016, prior to his UFC 200 contest ("the Contest"), Lesnar
21 voluntarily submitted to an in-competition urinalysis (the "In-Competition Urinalysis") by
22 a representative of USADA and provided a specimen for testing.

23 WHEREAS, Lesnar competed in and won the Contest by unanimous decision.

24 WHEREAS, the In-Competition Urinalysis reflected the presence of Clomiphene
25 and Hydroxyclophene, which is a metabolite of Clomiphene.

26 WHEREAS, the administration of or use of any drug that has not been approved by
27 the Commission by an unarmed combatant is prohibited by the Regulations of the
28 Commission.

1 WHEREAS, on or about September 6, 2016, the Director issued a Complaint for
2 Disciplinary Action against Lesnar.

3 WHEREAS, Lesnar admits that his June 28, 2016 and July 9, 2016 positive tests
4 brought disrepute to unarmed combat.

5 WHEREAS, in light of the foregoing and in an effort to serve the Commission and
6 Director's primary mission of protecting the health and welfare of unarmed combatants
7 as well as the industry of unarmed combat as a whole in Nevada, and in the interest of
8 judicial and administrative economy, the Parties wish to resolve the Complaint and
9 Disciplinary Action and potential litigation on the terms set forth herein;

10 NOW THEREFORE, in consideration of the mutual covenants, agreements and
11 conditions herein stated, together with other good and valuable consideration, the receipt
12 and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

13 **1. TERMS OF AGREEMENT**

14 1.1 The Parties recognize and agree that the Commission has the sole and
15 absolute discretion to determine whether to accept this Agreement.

16 1.2 Lesnar agrees to a 12-month suspension from the date of the Contest, which
17 suspension shall be lifted on July 9, 2017 subject to term 1.3 of this Agreement.

18 1.3 Lesnar agrees to pay a fine in the amount of \$250,000 to the Commission
19 which shall become due upon the effective date of this Order. Lesnar acknowledges that
20 he shall remain suspended until the fine is paid in full or until he submits a written
21 payment plan to the Commission that is approved by the Director.

22 1.4 Lesnar agrees that the result of the Contest shall be changed from a "win" to
23 a "no contest."

24 1.5 Lesnar agrees to pay for and provide the Commission with negative test
25 results of his urine, pursuant to the Commission guidelines as outlined in Chapter 467 of
26 the Nevada Administrative Code (NAC), for all prohibited substances, both in-
27 competition and out-of-competition, 30, 15, and 3 days before his next contest in Nevada
28 and that he will file his application for an unarmed combatant's license at least 30 days

1 before his next contest in Nevada if he chooses to fight in Nevada again. If, for whatever
2 reason, Lesnar does not seek a future unarmed combatant's license in the State of
3 Nevada, then his failure to provide negative tests of his urine to the Commission
4 pursuant to this Section shall not be deemed a breach of this Agreement so long as he has
5 fulfilled the obligations set forth in the above Sections 1.2 and 1.3;

6 1.6 Each party shall bear its own attorney's fees and costs.

7 1.7 Except with respect to the obligations created by or arising out of this
8 Agreement, Lesnar (the "Releasing Party") does hereby for itself and its officers,
9 directors, members, employees, investors, shareholders, administrators, attorneys,
10 divisions, parents, affiliates, subsidiaries, assignees, independent contractors,
11 predecessor and successor corporations, and assigns, fully and forever release and
12 absolutely discharge the other party (the "Released Party") and each of its officers,
13 directors, members, employees, investors, shareholders, administrators, attorneys,
14 affiliates, divisions, parents, affiliates, subsidiaries, predecessor and successor
15 corporations, and assigns, from liability, and agree not to sue or otherwise complain
16 concerning, any claim, demand, duty, debt, liability, account, reckoning, obligation,
17 violation, cost, expense, lien, attorneys' fee, action or cause of action relating to any
18 matters of any kind, whether presently known or unknown, suspected or unsuspected,
19 that any of them may possess arising from the facts and circumstances of the Complaint
20 or Disciplinary Action and/or the threatened litigation, that have occurred up until and
21 including the Effective Date of this Agreement including, without limitation, any and all
22 claims which were or might have been the subject matter of the Complaint or
23 Disciplinary Action and/or the threatened litigation.

24 1.8 In the event this Agreement is not approved by the Commission, (i) it shall
25 be deemed withdrawn without prejudice to any claims, positions or contentions which
26 may have been made by any party; (ii) the Parties will go back to the position they were
27 in prior to this Agreement; and (iii) no part of this Agreement shall be admissible in
28 evidence.

1 1.9 This Agreement is a full and complete resolution of all issues arising from
2 the Complaint and Disciplinary Action, and upon approval of this Agreement by the
3 Commission, and compliance with the terms stated herein, the contested case arising
4 from the Complaint and Disciplinary Action shall be considered closed and final.

5 1.10 The Parties agree to waive any and all appellate rights pertaining to the
6 underlying Complaint and Disciplinary Action, including the right to a judicial review as
7 set forth in NRS 233B.130. The Parties understand that they may not bring any type of
8 action regarding the Complaint and Disciplinary Action other than any proceeding which
9 would be necessary to enforce this Agreement.

10 **2. NO ADMISSION OF LIABILITY**

11 Nothing contained in this Agreement, nor the consideration provided for herein,
12 shall be construed as an admission of any liability by any of the Parties or by any other
13 person.

14 **3. ENTIRE AGREEMENT**

15 This Agreement represents the entire understanding of the parties. All prior or
16 contemporaneous understandings or agreements between the Parties as they relate to the
17 Complaint and Disciplinary Action are merged into this Agreement, and it expresses the
18 agreement of the Parties. The Commission's approval of this Agreement does not
19 constitute approval of or a precedent regarding approval of any principle or issue for any
20 other purpose or for any other party except those involved in this specific Agreement.
21 This Agreement does not imply any Commission policy with respect to this or any
22 disciplinary actions and shall not constitute a precedent for any other issues or
23 proceedings concerning this or any other licensee, and shall not be admissible in any
24 other proceeding with respect to any other matter, except proceedings brought to enforce
25 this Agreement under its terms. This Agreement may be modified only in writing, signed
26 by all the Parties hereto, or all the Parties affected by any such modification, and no term
27 or provision may be waived except by such writing. The Parties have been represented by
28 counsel in connection with the preparation of this Agreement.

1 **4. APPLICABLE LAW**

2 This Agreement was drafted through the joint efforts of the Parties through
3 counsel, and shall not be read for or interpreted against any party of this Agreement.
4 This Agreement is intended to be enforced according to its written terms under the laws
5 of the State of Nevada, and in the state courts of Nevada.

6 **5. BENEFIT**

7 This Agreement shall be binding upon and inure to the benefit of the Parties, and
8 each of them, their successors, assigns, personal representatives, agents, employees,
9 directors, members, officers and servants.

10 **6. COUNTERPARTS**

11 This Agreement may be executed in any number of counterparts and each
12 counterpart executed by any of the undersigned together with all other counterparts so
13 executed shall constitute a single instrument and agreement of the undersigned.
14 Electronically transmitted copies hereof and electronically transmitted signatures hereon
15 shall have the same force and effect as originals.

16 **7. MUTUAL WARRANTIES**

17 Each party to this Agreement warrants and represents to the other that they have
18 not assigned or transferred to any person not a party hereto any claim or other released
19 matter, or any part or portion thereof, and that each party has the authority to sign this
20 Agreement, and each individual executing this Agreement on behalf of any entity or
21 person specifically warrants that he or she has the authority to sign this Agreement. The
22 Parties further represent and agree that they have not relied upon any representations
23 by any other party or their respective directors, members, agents, employees,
24 representatives, or attorneys, concerning the terms or effects of this Agreement other
25 than those expressly contained in this Agreement.

26

27

28

1 **8. NOTICE**

2 8.1 Lesnar fully understands and voluntarily waives the notice requirements
3 found under NRS 241.033 and 241.034, including the content requirements of such
4 notices, in relation to any hearing before the Commission on this settlement agreement
5 that may be held.

6 8.2 All notices or demands of any kind that any party is required to or desires to
7 give in connection with this Agreement shall be in writing and shall be deemed to be
8 delivered if sent by emails or by facsimile and by depositing the notice or demand in the
9 United States mail, postage paid, and addressed to the other parties as follows:

10 **A. If to Lesnar:**

11 Howard Jacobs
12 2815 Townsgate Road, Suite 200
13 Westlake Village, California, 91361
14 Email: howard.jacobs@athleteslawyer.com

14 **B. If to the Director:**

15 Caroline Bateman
16 Deputy Attorney General
17 555 East Washington Avenue, Suite 3900
18 Las Vegas, Nevada 89101
19 Email: cbateman@ag.nv.gov

18 **9. HEADINGS AND RECITALS**

19 The headings of the paragraphs of this Agreement are for convenience only and
20 shall not affect the construction or interpretation of any of its provisions.

21 **10. VOLUNTARY EXECUTION OF AGREEMENT**

22 This Agreement is executed knowingly, voluntarily and without any duress or un-
23 due influence on the part or behalf of the Parties hereto, with the full intent of releasing
24 all claims in accordance with Paragraph 1.4 above. The Parties acknowledge that:

25 **A. They have read this Agreement or had it read to them in their chosen**
26 language;

27 **B. They have been represented in the preparation, negotiation, and execution of**
28 this Agreement by legal counsel of their own choice;

1 C. They understand the terms and consequences of this Agreement and of the
2 releases it contains; and

3 D. They are fully aware of the legal and binding effect of this Agreement.

4 IN WITNESS WHEREOF, the Parties have executed this Agreement on the re-
5 spective dates set forth below:

6 DATED: _____

By: 

BROCK LESNAR

7 DATED: _____

8 FOR THE NEVADA STATE ATHLETIC
9 COMMISSION, DEPARTMENT OF
10 BUSINESS AND INDUSTRY, STATE
11 OF NEVADA

By: 

ROBERT BENNETT
Executive Director

12 Approved as to form and content:

13 ADAM PAUL LAXALT
14 Attorney General

Law Offices of Howard L. Jacobs,

15 By: 

16 CAROLINE BATEMAN
17 Deputy Attorney General
18 555 East Washington Avenue,
19 Suite 3900
Las Vegas, Nevada 89101
Attorneys for the Commission

By: 

HOWARD L. JACOBS, ESQ.
2815 Townsgate Road, Suite 200
Westlake Village, CA, 91361
Attorney for Brock Lesnar

20 ORDER

21 IT IS SO ORDERED.

22 DATED this 15th day of December, 2016.

23 NEVADA STATE ATHLETIC COMMISSION

24 
25 ANTHONY A. MARNELL III
26 Chairman