

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ALLAN H. GORDON and SETH J. LAMB, individually and on behalf of all others similarly situated,	:	CASE NO.:
	:	
Plaintiffs,	:	CLASS ACTION COMPLAINT
v.	:	
	:	
SHOWTIME NETWORKS INC.,	:	JURY TRIAL DEMANDED
HOME BOX OFFICE, INC.,	:	
MAYWEATHER PROMOTIONS, LLC,	:	
TOP RANK, INC., MICHAEL KONCZ;	:	
ROBERT ARUM, TODD	:	
DUBOEF, and EMMANUEL D.	:	
PACQUIAO,	:	
	:	
Defendants.	:	

COMPLAINT

1. Plaintiffs Allan H. Gordon and Seth J. Lamb (“Plaintiffs”), individually and on behalf of all others similarly situated (“Class Members”), bring this class action Complaint against Defendants Showtime Networks Inc. (“Showtime”), Home Box Office, Inc. (“HBO”), Mayweather Promotions, LLC (“Mayweather Promotions”), Top Rank, Inc. (“Top Rank”), Michael Koncz (“Koncz”), Robert Arum (“Arum”), Todd Duboef (“Duboef”), and Emmanuel D. Pacquiao (“Pacquiao”) and alleges, based upon their personal knowledge and upon information and belief, as follows.

INTRODUCTION

2. Marketed as “The Fight of the Century,” on the night of Saturday, May 2, 2015, at the MGM Grand in Las Vegas, Emmanuel “Manny” Pacquiao (57-6-2, 38 KOs) challenged the

undefeated Floyd Mayweather (48-0, 26 KOs) in a long-awaited welterweight championship showdown.

3. On or around April 22, 2015, it was reported that the contract for the Fight was finally signed by all parties, including Top Rank, and that tickets would finally go on sale on April 23, 2015.

4. The match was touted as the richest fight in boxing history and one of the most anticipated bouts of all time. As it turns out, however, the bout was not fair for the paying public. Indeed, rather than receiving access to view a competitive and entertaining match, consumers who ordered the Fight on pay-per-view were witness to a complete sham.

5. The Fight, which resulted in a unanimous decision to Floyd Mayweather and was anything but the exciting grudge match that was advertised by Defendants, should have never started on the evening of Saturday, May 2, 2015.

6. In the days and weeks prior to the fight, Pacquiao, by and through his promoter, Top Rank, represented to the Nevada State Athletic Commission, that Pacquiao was healthy and that he was not suffering from any injuries. Attached is a "Pre-Fight Medical Questionnaire" completed by Pacquiao attesting to his health and confirming that he had not suffered any injury to his shoulder that needed evaluation or examination. See Exhibit A.

7. Indeed, soon after the Fight ended, Pacquiao revealed that he suffered a torn rotator cuff in his right shoulder roughly a month prior to the Fight, limiting his ability to fight.

8. Pacquiao, who upon information and belief stood to earn upwards of \$120 million from the Fight, reportedly admitted that he was in so much pain that he had to interrupt his training camp for two weeks while he rested his shoulder because he could not throw his right

hand. Despite reportedly considering postponing the event, Pacquiao opted to instead falsely submit a Pre-Fight Medical Questionnaire that did not disclose the injury.

9. Pacquiao's promoter, Defendant Top Rank, had full knowledge of Pacquiao's injury and similarly failed to disclose it. Moreover, upon information and belief, Defendant Mayweather Promotions also learned of the injury prior to the Fight and, rather than postpone the match, opted to proceed with the ruse for its own financial gain.

10. To make matters worse, the Nevada Athletic Commission ("NAC"), which reportedly learned of the injury after it originally occurred but, in any event, no later than hours prior to the Fight, similarly failed to postpone the event. The NAC also refused Pacquiao's request to take an anti-inflammatory shot in his shoulder moved forward with the Fight knowing full well that the Fighter was injured.

11. Ultimately, Defendants each intentionally decided to sacrifice the integrity of the match and disregard the NAC rules and federal and state laws by going forward with the Fight, which reportedly had a highest-ever price tag of up to \$99.99 for pay-per-view and tickets that were also the most expensive in boxing history, with many consumer-spectators paying in excess of \$10,000 per ticket.

12. Plaintiffs, pay-per-view purchasers of the Fight, bring this action on behalf of all similarly situated consumers who paid upwards of \$99.99 to watch the May 2, 2015 Fight.

13. Defendants each engaged in blatantly self-interested and wrongful conduct which violated the contractual expectations and rights of pay-per-view purchasers who fully anticipated and contracted for access to view and observe an honest and fair boxing match played in compliance with all laws, regulations and NAC rules.

14. By purchasing the Fight, as a matter of contract, the pay-per-view order implies that the Fight will be played in accordance with NAC rules and regulations as well as all applicable federal and state laws. Defendants violated various state law consumer protection statutes including, but not limited to, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* Defendants also tortiously interfered with Plaintiffs' contractual relations with their cable providers in ordering the tickets. Defendants were unjustly enriched by their wrongful acts in failing to disclose the injury and deciding instead to go forward with what amounted to a sham exhibition.

JURISDICTION AND VENUE

15. This court has subject matter jurisdiction pursuant to 28 U.S.C. §2201 and 28 U.S.C. §1332.

16. There exists complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs. This Complaint seeks, in part, declaratory relief.

17. Plaintiffs are informed, believe and allege that Defendants have sufficient contacts with this district generally and, in particular, with the events herein alleged, that Defendants are subject to the exercise of jurisdiction of this court over the person of such Defendants and that venue is proper in this judicial district pursuant to 28 U.S.C. §1391.

18. The proper venue for this action is in the Eastern District of Pennsylvania because Plaintiffs are residents of Philadelphia, Pennsylvania. Both Plaintiffs ordered the Fight on pay-per-view. Plaintiff Gordon viewed the Fight in Florida and Plaintiff Lamb viewed the Fight in Philadelphia.

19. Plaintiffs is informed, believes and thereon alleges that, based on the places of business of Defendants identified above and/or on the national reach of Defendants, a substantial part of the events giving rise to the claims herein alleged occurred in this district and that Defendants and/or agents of Defendant may be found in this district. Plaintiffs and Defendants routinely engaged in business and transactions within this jurisdiction.

PARTIES

20. Plaintiff Allan H. Gordon is a natural person and a citizen of the Commonwealth of Pennsylvania and a purchaser of tickets and/or the pay-per-view event to the Mayweather-Pacquiao fight held May 2, 2015. Plaintiff Gordon, class representatives, viewed the event in his secondary home in Hallandale Beach, Florida.

21. Plaintiff Seth J. Lamb is a natural person and a citizen of the Commonwealth of Pennsylvania and a purchaser of the pay-per-view Maywather-Pacquiao fight held on May 2, 2015. Plaintiff Lamb, class representative, viewed the event in his home in Philadelphia, Pennsylvania.

22. Defendant Showtime Networks Inc. (“Showtime”) is a company organized and existing under the laws of Delaware, having its principal place of business at 1633 Broadway, 16th Floor, New York, New York 10019.

23. Defendant Home Box Office, Inc. (“HBO”) is a company organized and existing under the laws of Delaware, having its principal place of business at 1100 Avenue of the Americas, New York, New York 10036.

24. Defendant Mayweather Promotions, LLC (“Mayweather Promotions”) is a limited liability company organized and existing under the laws of Nevada, having its principal place of business at 4616 West Sahara Avenue, #290, Las Vegas, Nevada 89102.

25. Defendant Top Rank, Inc. (“Top Rank”) is a corporation organized and existing under the laws of Nevada, having its principal place of business at 748 Pilot Road, Las Vegas, Nevada 89119.

26. Defendant, Manny Pacquiao, (“Pacquiao”), is an individual who is a foreign citizen doing business in Pennsylvania, and whose residence is General Santos City, South Cotabato, Philippines.

27. Upon information and belief, Defendant Robert Arum (“Arum”) is the Treasurer and Director of Top Rank and is and was responsible for actions and decisions that led to the failure of the Defendants Pacquiao and Top Rank to disclose the injuries to Defendant Pacquiao. Defendant Arum is a resident of Clark County, Nevada.

28. Upon information and belief, Defendant Todd DuBoef (“DeBoef”) is the President of Top Rank and was responsible for actions and decisions that led to the failure of Defendants Pacquiao and Top Rank to disclose the injuries to Defendant Pacquiao. Defendant DuBoef is a resident of Clark County, Nevada.

29. Upon information and belief, Defendant Michael Koncz (“Koncz”) is the advisor of Defendant Pacquiao and was responsible for actions and decisions that led to the failure of the Defendants to disclose the injuries to Defendant Pacquiao. Upon information and belief, Defendant Koncz resides in the Philippines.

FACTUAL ALLEGATIONS RELATED TO ALL COUNTS

30. This is an action for damages relating to the Defendants’ failure to disclose the injuries suffered by Defendant Pacquiao and their subsequent failure to postpone the long-awaited championship boxing match between the legendary boxers Floyd Mayweather, Jr. and

Manny Pacquiao, which occurred on Saturday, May 2, 2015, at the MGM Grand Garden Arena in Las Vegas, Nevada (the “Fight”).

31. The Fight was fixed as an audiovisual recording by a single authorized camera and production crew at the same time as it was being transmitted live to consumers throughout the world via licensed pay-per-view access. In the United States, the live transmission and/or performance was jointly produced exclusively by Defendants HBO and Showtime.

32. Consumers throughout the United States were able to purchase licensed live pay-per-view television access to the Fight through authorized pay-per-view providers beginning at approximately 9:00 p.m. Eastern Time on May 2, 2015 with two undercard bouts and then the Fight itself, continuing until the Fight’s conclusion.

33. Consumers in the United States purchased live pay-per-view television access to the coverage from authorized pay-per-view providers in the range of \$89.00 to \$100.00.

34. Soon after the Fight ended, Pacquiao revealed that he suffered a torn rotator cuff in his right shoulder roughly a month prior to the Fight, limiting his ability to fight. Reportedly, Defendant Pacquiao has admitted that he “wasn’t 100% ready for [the Fight] because of this shoulder” and he was “only at 60% on fight night” because he was “relying on [his] left.”

35. Indeed, Pacquiao, who upon information and belief stood to earn upwards of \$120 million from the Fight, reportedly admitted that he was in so much pain that he had to interrupt his training camp for two weeks while he rested his shoulder because he could not throw his right hand. Despite reportedly considering postponing the event, Pacquiao opted to instead falsely submit a Pre-Fight Medical Questionnaire that did not disclose the injury.

36. Defendant Top Rank was one the promoters of the “Fight of the Century” and similarly failed to disclose the injury to the Nevada Athletic Commission (“NAC”) prior to the Fight as is required by Nevada law.

37. Upon information and belief, the Defendants Top Rank, Arum, Konz, DuBoef, and Pacquiao (“Pacquiao Defendants”) did not disclose the injury until Saturday night shortly before the Fight was to begin.

38. The Pacquiao Defendants further failed to truthfully answer or disclose the information as required on the Nevada Athletic Commission disclosure form that was filled out by Pacquiao and others including Defendant Michael Konz.

39. Pacquiao and/or his agents checked “No” on the NAC questionnaire which asked if he had a shoulder injury.

40. Upon information and belief, Defendants Showtime, HBO, and Mayweather Promotions also learned of the injury prior to the Fight and, rather than postpone the match, opted to go along with the ruse for their own financial gain.

41. Upon information and belief, the aforesaid acts constitute a violation of Pennsylvania’s Unfair Trade Practices and Consumer Protection Law and other causes of actions as set forth below.

42. This action seeks damages and compensation to Plaintiffs and all Class Members from the Defendants, interest, disgorgement, costs of suit, treble damages, punitive damages, attorney fees and any other damages deemed just and proper by the Court.

CLASS ACTION ALLEGATIONS

43. Plaintiffs brings this action on their own behalf, and as a class action on behalf of the Class defined herein, pursuant to, and properly maintainable under Fed. R. Civ. P. 23(a) and Fed. R. Civ. P 23 (b) (3).

44. The Class consists of potentially hundreds of thousands of pay-per-view purchasers of the Mayweather-Pacquiao fight held May 2, 2015, which were injured and harmed by the Pacquiao Defendants' failure to disclose the injuries of Defendant Pacquiao and by each of the Defendants' intentional failure to postpone the Fight.

45. Plaintiffs also brings the claims on behalf of the following Pennsylvania Subclass defined as: All individuals that are residents of the Commonwealth of Pennsylvania and that were pay-per-view purchasers of the Mayweather-Pacquiao fight held May 2, 2015, which were injured and harmed by the Pacquiao Defendants' failure to disclose the injuries of Defendant Pacquiao and by each of the Defendants' intentional failure to postpone the Fight.

46. The Nationwide Class and Pennsylvania Subclass each consist of all persons who purchased pay-per-view showings of the Fight, who did not know that Defendant Pacquiao had been seriously injured prior to the Fight and that Defendants did not disclose such information to the general public or to the Nevada State Athletic Commission. In fact the Defendants made misrepresentations in documents to the Nevada Athletic Commission that Defendant Pacquiao was not injured.

47. Excluded from the Nationwide Class and Pennsylvania Subclass are the officers, directors, and employees of Defendants, and the legal representatives, heirs, successors, and assigns of Defendants.

48. Plaintiffs reserve the right to modify the Nationwide Class and the Pennsylvania Subclass definitions and the class period based on the results of discovery.

49. All members of the Class relied upon the misrepresentations and the non-disclosures in purchasing pay-per-view showings.

50. Defendants subjected Plaintiffs and each of the Class Members to unlawful practices and harmed them in the same manner.

51. Plaintiffs and each Class Member seek to enforce their rights and remedies pursuant to the Pennsylvania Unfair Trade Practices and Consumer Protection Law and other causes of actions as set forth below, including but not limited to breach of contract and the equitable theory of Unjust Enrichment.

52. Numerosity: Members of the proposed Nationwide Class and Pennsylvania Subclass are so numerous that individual joinder of all their members is impracticable. While the exact number and identities of the Class Members are unknown at this time, such information can be ascertained through appropriate investigation and discovery. It is estimated that the Class consists of hundreds of thousands of members.

53. Typicality: Plaintiffs' claims are typical of the claims of the respective Class Members in that he suffered similar damages resulting from a single course of conduct by Defendants. Each of the Class Members asserts the same legal causes of action.

54. Adequacy of Representation: Plaintiffs will fairly and adequately represent and protect the interests of the Class. Plaintiffs has retained counsel nationally renowned with substantial experience in prosecuting complex lawsuits and class action litigation. Plaintiffs and his counsel are committed to vigorously prosecuting this action on behalf of the class and have the financial resources to do so. Neither Plaintiffs nor his counsel has any interest adverse to the Class.

55. Superiority of Class Action and Impracticability of Individual Actions: Plaintiffs and the members of the Class suffered harm as a result of Defendants' unlawful and fraudulent conduct. A class action is superior to other viable methods for the fair and efficient adjudication of the controversy. Individual joinder of all members of the Class is impracticable. The damages suffered by the individual members of the Class will likely be relatively small, especially given the burden and expense of individual prosecution of the complex litigation necessitated by the actions of Defendants. It would be virtually impossible for the individual members of the Class to obtain effective relief from Defendants' misconduct. Even if members of the Class could sustain such individual litigation, it would still not be preferable to a class action, because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in the Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale and comprehensive supervision by a single Court. Economies of time, effort and expense will be fostered and uniformity of decisions ensured.

56. Commonality: There are questions of law and fact common to Plaintiffs and the Class that predominate over any questions affecting only the individual members of the class. The common questions of law and fact include, but are not limited to, the following:

- a. Whether Defendants withheld information that Defendant Pacquiao had been seriously injured prior to the Fight;
- b. Whether Defendants committed consumer fraud and engaged in unlawful business practices in violation of the Pennsylvania's Unfair Trade Practices and Consumer Protection Law and various other state consumer law statutes;
- c. Whether Defendants' wrongful conduct constituted a breach of contract;

- d. Whether Defendants were unjustly enriched by their acts and omissions at the expense of Plaintiffs and the Class;
- e. Whether Plaintiffs, the Nationwide Class Members, and the Pennsylvania Subclass members are entitled to restitution, disgorgement of profits, or other equitable relief to remedy Defendants' unfair, unlawful and/or fraudulent business practices;
- f. Whether Plaintiffs and class members are entitled to recover compensatory, statutory and punitive damages, whether as a result of Defendants' fraudulent, illegal and deceitful conduct, and/or otherwise;
- g. Whether Plaintiffs and class members are entitled to an award of reasonable attorneys' fees, pre-judgment interest, and costs of this suit.

**COUNT I
VIOLATION OF PENNSYLVANIA'S UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION LAW**

57. Plaintiffs, on behalf of themselves and all others similarly situated, repeat and re-allege all prior allegations as if set forth at length herein.

58. Plaintiffs and members of the Class are "persons" within the meaning of Pennsylvania's Unfair Trade Practices and Consumer Protection Law ("UTPCPL").

59. At all relevant times material hereto, Defendants conducted trade and commerce in Pennsylvania and elsewhere within the meaning of the UTPCPL.

60. Defendants violated the UTPCPL's "[u]nfair methods of competition" and "unfair or deceptive acts or practices" which includes, but is not limited to:

“(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;”

“(vii) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;” and

“(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.”

61. The UTPCPL is, by its terms, a cumulative remedy, such that remedies under its provisions can be awarded in addition to those provided under separate statutory schemes and/or common law remedies.

62. Plaintiffs have standing to pursue this claim as Plaintiffs has suffered injury in fact as a result of Defendants’ actions.

63. Plaintiffs and Class Members paid a premium pay-per-view price to watch the Fight that was marketed as “The Fight of the Century”, on the night of Saturday, May 2, 2015, at the MGM Grand in Las Vegas, between Emmanuel “Manny” Pacquiao and Floyd Mayweather.

64. Based on the representations of Defendants, Plaintiffs and Class Members expected a fair and honest fight that was run in accordance with Nevada State Athletic Commission rules and state and federal laws.

65. However, rather than receiving access to view an honest, competitive, and entertaining match, consumers who ordered the Fight on pay-per-view were witness to a complete sham.

66. Defendants, prior to and at the time the Plaintiffs and the Class decided to purchase pay-per-view showings of the Fight, knew and had full knowledge and information that Defendant Pacquiao had been seriously injured and was suffering from a torn rotator cuff.

67. Defendants further knew that such injury would severely affect his performance in the Fight.

68. None of the Defendants informed or apprised the public or even the Nevada State Athletic Commission about the injury to Defendant Pacquiao.

69. Defendant Top Rank, one the promoters of the “Fight of the Century,” failed to disclose Defendant Pacquiao’s shoulder injury to the Nevada State Athletic Commission (“NAC”) prior to the Fight as is required by Nevada law.

70. Indeed, Defendants Top Rank, Arum, Konz, DuBoef, and Pacquiao (“Pacquiao Defendants”) did not disclose the injury until Saturday night shortly before the Fight was to begin.

71. The Pacquiao Defendants further failed to truthfully answer or disclose the information as required on the Nevada State Athletic Commission disclosure form that was filled out by Pacquiao and others including Defendant Michael Konz.

72. Pacquiao and others assisting him intentionally, fraudulently, and deceptively represented to NAC and the public, including Plaintiffs and the Class Members, that he did not have a shoulder injury.

73. Defendants Showtime, HBO, and Mayweather Promotions also learned of the injury prior to the Fight and, rather than postpone the match, continued to fraudulently represent to the public, including Plaintiffs and the Class Members, that the fighters were healthy and that the Fight would be run in accordance and compliance with NAC rules and state and federal laws.

74. At all relevant times herein, the Defendants, who had a duty to disclose the injury, intentionally concealed and/or failed to disclose the aforementioned material facts to the Plaintiffs and the Class.

75. Plaintiffs and the Class did in fact rely on the Defendants to disclose this information which the Plaintiffs and the Class were unaware of at the time of the purchase pay-per-view showings of the Fight.

76. Plaintiffs and Class Members thus did not obtain the value of the products and services for which they paid.

77. As detailed more fully in the following paragraphs, the acts and practices alleged herein were intended to and did result in the sale of pay-per-view orders in violation of the UTPCPL.

78. Defendants' conduct further constitutes unjust enrichment.

79. By violating these legal duties, Defendants have engaged in unlawful business acts and practices which constitute unfair competition within the meaning of 73 Pa. Stat. Ann. § 201-1, et seq.

80. Defendants actively and extensively advertised, marketed and promoted the Fight based on promises that the Fight would be the "Fight of the Century" and would be a legitimate boxing match run in accordance with state and federal laws.

81. Throughout the class period, Defendants maintained television advertisements, websites, and published marketing materials that were the primary tools for advertising and marketing the Fight.

82. Plaintiffs and Class Members each purchased the pay-per-view fight. When doing so, Plaintiffs reviewed and relied on the representations of Defendants.

83. As set forth above, despite advance knowledge of the injury, Defendants failed to disclose the injury to the NAC or the public, including Plaintiffs and the Class Members, and failed to postpone the Fight.

84. Defendants intended that the NAC and Plaintiffs and Class Members would rely on their omissions and that they would remain unaware of the material facts described above.

85. This conduct constitutes consumer fraud, an unfair business practice, and constitutes multiple violations of the UTPCPL.

86. Had Plaintiffs and the Class Members known that Defendant Pacquiao was injured and that the Fight would not be fair or otherwise run in accordance with NAC rules, they would not have purchased the Fight on pay-per-view.

87. As a direct and proximate cause of the Defendants material misrepresentations and omissions, Plaintiffs and the Class Members suffered ascertainable losses consisting of the purchase price of pay-per-view showings that were placed.

WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

**COUNT II
VIOLATION OF FLORIDA
DECEPTIVE AND UNFAIR TRADE PRACTICES ACT (FDUTPA)**

88. Under Florida state law, Defendants have a statutory duty to refrain from unfair or deceptive acts or trade practices in the sale, marketing, and promotion of the Fight.

89. Defendants financed, assisted, supported and participated in the sale, marketing, and promotion of the Fight.

90. Defendants deliberately misrepresented honesty and integrity of the Fight and intentionally concealed Defendant Pacquiao's injury. Through their misrepresentations, Defendant intentionally affected the decisions of consumers such as Plaintiff and Class Members

to purchase pay-per-view of the Fight, and to exclude the option of not purchasing pay-per-view of the sham Fight. Defendants' material misrepresentations were likely to deceive consumers such as Plaintiff and the Class Members, who acted reasonably in purchasing the Fight on pay-per-view.

91. Defendants, while engaged in the conduct and practices identified above, engaged in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices pursuant to Fla. Stat. § 501.204.

92. Plaintiffs have suffered injuries and damages as a direct and proximate result of Defendants' conduct as described above.

WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

**COUNT III
TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS**

93. Plaintiffs repeat and incorporate herein by reference the allegations in the preceding paragraphs of this Complaint, as if set forth fully herein.

94. Plaintiffs and members of the class had a contract with their cable providers under which they purchased the right to observe, via on-demand pay-per-view from their set-top cable box "The Fight of the Century", on the night of Saturday, May 2, 2015, at the MGM Grand in Las Vegas, between Emmanuel "Manny" Pacquiao and Floyd Mayweather.

95. Plaintiffs and members of the Class made this purchase with the understanding, both express and implied, that the Fight would be fought honestly and according to established rules and conditions that are known in advance by all parties.

96. The understanding that the boxing match was to be played honestly and according to the agreed rules and conditions is a material condition of the pay-per-view purchaser's contract.

97. Defendants' intentionally and knowingly interfered with the pay-per-view purchasers' contractual right and expectation to an honest bout fight according to the agreed rules and conditions by illegally and wrongfully concealing and failing to disclose Defendant Pacquiao's shoulder injury; Defendants did so for their own private financial benefit.

98. Accordingly, Defendants tortiously interfered with the contract and relationship between the members of the nationwide class and their cable providers and are liable to Plaintiffs and other members of the class for restitution of the purchase price of the pay-per-view order with interest, attorney's fees and cost of suit.

WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

**COUNT IV
COMMON LAW FRAUD**

99. Plaintiffs repeat and incorporate herein by reference the allegations in the preceding paragraphs of this Complaint, as if set forth fully herein.

100. Plaintiffs and the Class Members purchased their pay-per-view orders under the express and implied condition that the bout was to be fought honestly and according to agreed rules and conditions.

101. Defendants knowingly agreed with each other, business to business, and/or individual to individual, (not individual with their own business), to misrepresent material facts, and engage in predatory, wrongful, fraudulent and deceptive trade practices in violation of the various state consumer laws including but not limited to Pennsylvania's Unfair Trade Practices and Consumer Protection Law and various other state consumer law statutes, including the Florida Unfair and Deceptive Trade Practices Act, by knowingly engaging in the prohibited and/or fraudulent conduct set forth more fully above.

102. As a direct and proximate cause of the Defendants' conspiracy, as herein alleged, Plaintiffs and the Class have been damaged.

103. As a direct and proximate cause of the Defendants' conspiracy to engage in deceptive trade practices and to defraud the Plaintiffs and the Class as herein alleged, Plaintiffs and the Class reasonably relied on Defendants' misrepresentations, and have been damaged. Defendants have acted willfully, intentionally, maliciously and fraudulently, with intent to deceive and defraud the Plaintiffs and the Class with great recklessness and carelessness in total disregard of the consequences of their intentional actions upon Plaintiffs and the Class, thereby entitling the Plaintiffs and the Class to an additional award of damages in the nature of punitive and/or exemplary damages in a sum subject to proof at time of trial.

104. Defendants individually and in concert violated this expectation and understanding by intentionally failing to disclose the injury to Defendant Pacquiao, a direct violation of the agreed and existing rules and conditions.

105. Defendants concealed and omitted to make any disclosure of their intent to illegally and wrongfully fail to disclose the injury to Defendant Pacquiao, an act that violated the agreed rules and conditions of the NAC and the Fight contract.

106. It is a material condition to the purchase of the pay-per-view order by Plaintiffs and other members of the class that the participants in the match will fight honestly and according to the agreed rules and conditions.

107. Defendants concealed their intent to violate this material understanding.

108. Defendants committed the violation of the rule by stealth and surreptitious conduct.

109. Plaintiffs and other members of the class reasonably relied to their detriment in purchasing the pay-per-view access to view the Fight.

110. Plaintiffs and other members of the class were injured by their payment of money to view the Fight.

111. Defendants intentionally and knowingly acted to violate the Fight rules and knew or should have known that such rule is material to the honest performance of the Fight contract.

112. Defendants conspired to violate the rules and regulations and did so by stealth and deception. Defendants have also been previously caught committing similar acts in the past.

113. Such violation corrupted the sport of boxing.

114. Accordingly, Defendants are liable in fraud to Plaintiffs and other members of the class for monies paid to view the Fight, as set forth above, along with interest, attorney's fees and costs of suit Plaintiffs and the class respectfully seek punitive damages be assessed against Defendants, along with interest, attorneys' fees and costs of suit.

WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

COUNT V
BREACH OF CONTRACT -THIRD PARTY BENEFICIARY

115. Plaintiffs repeat and incorporate herein by reference the allegations in the preceding paragraphs of this Complaint, as if set forth fully herein.

116. Plaintiffs and other class members are intended third party beneficiaries of the contract that validly existed between the Defendants.

117. The contract's intent and understanding that bouts are to be fought honestly and according to the agreed rules and conditions were material terms and/or conditions of the contract and the pay-per-view purchasers are the intended third party beneficiaries of said contract.

118. Defendants violated and interfered with the third party benefit to the pay-per-view purchasers by illegally and wrongfully failing to disclose the injury to Defendant Pacquiao.

119. Accordingly, Defendants are liable to Plaintiffs and other members of the class as third party beneficiaries of the contract and for restitution of the prices paid to order the Fight on pay-per-view along with interest, attorney's fees and cost of suit.

WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

**COUNT VI
UNJUST ENRICHMENT**

120. Plaintiffs repeat and incorporate herein by reference the allegations in the preceding paragraphs of this Complaint, as if set forth fully herein.

121. Plaintiffs assert this claim in the alternative on behalf of Plaintiffs and Class Members to the extent that the warranties do not govern all of Plaintiffs' and Class Members' claims or to the extent that there is any determination that Plaintiffs and Class Members do not have standing to assert any contractual claims asserted against Defendants or because of any alleged absence of contractual privity or otherwise.

122. Plaintiffs and Class Members conferred a benefit on Defendants, of which benefit Defendants had knowledge. By their wrongful acts and omissions described herein, Defendants were unjustly enriched at the expense of Plaintiffs and Class Members.

123. The detriment to Plaintiffs and Class Members and Defendants' enrichment were related to and resulted from the wrongful conduct challenged in this Complaint.

124. It would be inequitable for Defendants to retain the profits, benefits, and other compensation obtained from their wrongful conduct as described herein in connection with the Fight.

125. Plaintiffs and Class Members seek restitution from Defendants and an order of this Court proportionally disgorging all profits, benefits, and other compensation obtained by

Defendants from their wrongful conduct and the establishment of a constructive trust from which Plaintiffs and the Class Members may seek restitution.

WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

**COUNT VII
CONSPIRACY**

126. Plaintiffs repeat and incorporate herein by reference the allegations in the preceding paragraphs of this Complaint, as if set forth fully herein.

127. Defendants conspired to commit unlawful acts, such as concealment of Defendant Pacquiao's injury and violation of the applicable rules and regulations, for a common gain and purpose, with the intent to injure and damage Plaintiffs.

128. As a result of Defendants wrongful overt acts described above, Plaintiffs suffered legal damages.

WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs individually and on behalf of the Class of others similarly situated respectfully requests that the Court: Certify this matter as a class action on behalf of the proposed Class, designating Plaintiffs as class representatives; Issue a class-wide judgment declaring that Defendants' fraud, tortious interference with contractual relations, and violations of NAC policy and the Fight contract(s) as alleged herein violate applicable law including without limitation: (i) the UTPCPL and FDUPTA; (ii) the common law of tortious interference with contractual relations; (iii) the common law of fraud; and (iv) the equitable theory of unjust enrichment; award equitable relief, including without limitation, a preliminary and permanent injunction prohibiting Defendants' continued or future violation of NAC rules and Pennsylvania and federal law; award statutory damages to the extent permitted by law to Plaintiffs and Class

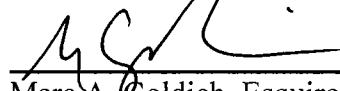
Members in the sum of actual damages sustained by Class Members in purchasing the pay-per-view of the Fight; award punitive damages to the extent permitted by law to Plaintiffs and Class Member; award to Plaintiffs attorneys' fees and other costs of suit to the extent permitted by law; award restitution, disgorgement, and all other relief allowed under the UTPCPL, FDUPTA and the other causes of action as to each Class Member; and grant such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs hereby requests a jury trial for all issues triable by jury including, but not limited to, those issues and claims set forth in any amended Complaint or consolidated action.

Dated: May 6, 2015

SHELLER, P.C.



Marc A. Goldich, Esquire

Attorney I.D. No.: 93055

David Jacoby

Kimberly Aponte Borden, Esquire

Attorney I.D. No. 85034

1528 Walnut St., 4th Floor

Philadelphia, PA 19102

mgoldich@sheller.com

djacoby@sheller.com

kaponte@sheller.com

215.790.7300

215.546.0942 (fax)

Attorneys for Plaintiffs