

RECEIVED IN EXPRESS BOX

2010 JAN 27 P 5:25

FILED AFTER HOURS

JAN 27 2010

STEVEN D. GRIERSON
CLERK OF THE COURT

1 **COMP**
2 THEODORE PARKER, III, ESQ.
3 Nevada Bar No. 004716
4 PARKER, NELSON & ASSOCIATES
5 2460 Professional Court, Suite 200
6 Las Vegas, Nevada 89128
7 (702) 868-8000
8 (702) 868-8001 fax
9 *Attorneys for Plaintiff*

DISTRICT COURT
CLARK COUNTY, NEVADA

9 SAMUEL PETER;
10 Plaintiff,
11 vs.
12 DON KING PRODUCTIONS, INC., a
13 Delaware corporation; DUVA BOXING,
14 LLC, a New Jersey corporation, and DINO
15 DUVA, an individual;
16 Defendants.

Case No. *A18* 609042

COMPLAINT TO COMPEL
ARBITRATION AND FOR DAMAGES

18 COMES NOW, Plaintiff, SAMUEL PETER, by and through his attorney of record,
19 THEODORE PARKER, III, ESQ., of the law firm PARKER NELSON & ASSOCIATES, CHTD.
20 and his causes of action against Defendants and each of them, Complaints and alleges as follows:
21

PARTIES, JURISDICTION AND VENUE

24 1. Plaintiff, SAMUEL PETER, is a resident of Clark County, Nevada and is a
25 professional top ten ranked heavy wight boxer.

26 2. Defendant, DON KING PRODUCTION, INC., upon information and believe, is a
27 New Jersey corporation.
28

1
2 3. Defendant, DUVA BOXING, LLC., upon information and belief, is a New Jersey
3 Limited Liability Company.

4 4. Defendant, DINO DUVA, upon information and belief, is a resident of the State of
5 New Jersey. Hereinafter, Defendants DUVA BOXING, LLC. and DINO DUVA shall be referred
6 to as "the DUVA Defendants".

7
8 **FACTUAL BACKGROUND**

9 5. On or about October 9, 2004, Plaintiff and the DUVA Defendants entered into a a
10 boxing promotional agreement wherein the DUVA Defendants agreed to promote PLAINTIFF as
11 a professional heavyweight boxer. A copy of that promotional agreement is attached hereto as
12 Exhibit "1".

13 6. On or about June 29, 2007, the Plaintiff and the DUVA Defendants entered into a
14 first amendment to that promotional agreement extending the effective date of the agreement.
15 See first amendment to promotional agreement attached hereto as Exhibit "2".

16 7. On or about May 23, 2008, all of the parties to this litigation entered into a bout
17 agreement wherein DEFENDANTS agreed to promote, on behalf of PLAINTIFF, a professional
18 boxing bout between PLAINTIFF and Vitali Klitschko for PLAINTIFF'S defense of the
19 heavyweight championship of the world. See attached copy of bout agreement, marked Exhibit
20 3, and incorporating herein by reference.

21 8. Pursuant to paragraph sixteen (16) of the bout agreement, the terms and
22 conditions of the promotional agreements were incorporated into the bout agreement. See
23 Exhibit "3".

24 9. Paragraph twenty-two (22) of the October 9, 2004 promotional agreement
25 provides the laws of the State of Nevada shall govern in any court action or arbitration, and
26 further mandates arbitration pursuant to the commercial rules of the American Arbitration
27 Association. See Exhibit "1".

28 10. Under the terms of the bout agreement, PLAINTIFF'S compensation included

1 Four Million Dollars (\$4,000,000.00) to be paid by DEFENDANTS upon completion of the
2 bout.

3 11. PLAINTIFF was also to be furnished ten round trip airline tickets, one hotel room
4 suite, nine hotel rooms, three meals per day for ten persons for a period of ten days proceeding
5 and including the date of the fight, 12 first class tickets and limousine service, when reasonably
6 requested by PLAINTIFF. Pursuant to the terms of the bout agreement, DEFENDANT was only
7 allowed to withhold Ten Thousand Dollars (\$10,000.00) of the Four Million Dollars
8 (\$4,000,000.00) to pay for any expenses which were the obligation of PLAINTIFF.

9 12. The fight took place on October 11, 2008.

10 13. DEFENDANTS failed to honor the terms of the bout agreement by paying
11 PLAINTIFF the purse following the completion of the fight within the time period agreed upon
12 within the body of the bout agreement.

13 14. DEFENDANTS further fraudulently, and in bad faith, withheld in excess of Four
14 Hundred Thousand Dollars (\$400,000.00) from PLAINTIFF'S purse under the auspices of
15 legitimate expenses and deductions. These illegal inductions include the following:

- 16 A. \$50,000.00 in repayment of an alleged advance made on
17 September 26, 2007.
18 B. \$54,007.05 for unauthorized training expenses for Roosevelt
19 McKinney, William Paden and Zuri Lawrence
20 C. Advances which were in fact reimbursements to PLAINTIFF on
21 May 31, 2008 and June 6, 2008 in the total about of \$35,000.00.

22 15. The aforementioned illegal deductions were fraudulent and without contractual or
23 legal basis.

24 16. That as a direct a proximate result of DEFENDANTS wrongful conduct and
25 pursuant to the terms of the agreement, PLAINTIFF is entitled to recover the attorney's fees and costs
26 he has, and will, incur as a result of prosecuting this action.

27 **FIRST CAUSE OF ACTION**
28 **(Breach of Contract)**

17. PLAINTIFF repeats and realleges each and every allegation set forth above as
thought fully set forth herein.

1 in excess of One Million Dollars (\$1,000,000.00).

2
3 **THIRD CAUSE OF ACTION**
4 **Fraud / Intention Misrepresentation**

5 27. PLAINTIFF repeats and realleges each and every allegation set forth above as
6 thought fully set forth herein.

7 28. On or about October 23, 2008, DON KING, on behalf of DON KING
8 PRODUCTION, INC., represented to PLAINTIFF, through his counsel, that he was entitled to
9 deduct from the purse Eight Hundred Sixteen Thousand One Hundred Seventy-Eight Dollars and
10 Eighty-Four Cents (\$816,178.84).

11 29. That DEFENDANT KING'S representation was false and he knew it to be false
12 when the representation was made.

13 30. That in truth, over Four Hundred Thousand Dollars (\$400,000.00) of the
14 deductions made by DEFENDANT KING were illegitimate.

15 31. That as a direct and proximate result of DEFENDANTS fraudulent representations
16 and act of fraud, PLAINTIFF has incurred damages in excess of Four Hundred Thousand Dollars
17 (\$400,000.00).

18 32. That DEFENDANT KING committed its act of fraud intentionally, maliciously
19 and with deliberate indifference to rights of PLAINTIFF warranting the imposition of punitive
20 damages in excess of Ten Thousand Dollars (\$10,000.00).

21 33. That DEFENDANT DUVA BOXING, LLC and DUVA individually, acted in
22 concert on in conspiracy with DEFENDANT KING to steal from PLAINTIFF in excess of Four
23 Hundred Thousand Dollars (\$400,000.00) making them equally responsible to PLAINTIFF for
24 DEFENDANT KING'S fraud and further warranting the imposition of punitive damages against
25 them in excess of One Million Dollars (\$1,000,000.00)

26 **FOURTH CAUSE OF ACTION**
27 **(Mandatory Arbitration)**

28 34. PLAINTIFF repeats and realleges each and every allegation set forth above as

1 thought fully set forth herein.

2 35. Pursuant to § 22 of the October 9, 2004 Promotional Agreement, which was
3 incorporated by reference in paragraph sixteen (16) of the bout agreement, the parties agreed to
4 mandatory arbitration in the event of a dispute between the parties as to the enforcement of the
5 agreements.

6 36. PLAINTIFF has demanded arbitration as set forth within the agreement, and
7 DEFENDANTS have refused to comply.

8 37. Pursuant to N.R.S. Chapter 34, PLAINTIFF is entitled to an order compelling
9 arbitration.

10 38. Pursuant to the terms of the agreement, PLAINTIFF is entitled to an award of
11 attorneys' fees, costs and interest.

12
13

14 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

- 15 1. On all causes of action for compensatory damages in excess of \$10,000.00.
- 16 2. On the second and third causes of action for the imposition of punitive
17 damages in excess of \$10,000.00.
- 18 3. On the fourth cause of action, for an order compelling Defendants into arbitration.
- 19 4. On all causes of action for attorney's fees, costs, interest and such other and further
20 relief as this Court deems proper under the primes


21
22

Dated this 26th day of January, 2010.

23
24

PARKER NELSON & ASSOCIATES

25
26
27
28


 THEODORE PARKER, III, ESQ.
 Nevada Bar No. 4716
 PARKER, NELSON & ASSOCIATES
 2460 Professional Court, Suite 200
 Las Vegas, NV 89128
 Attorneys for Plaintiff