

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

CARIBE PROMOTIONS, INC.,

Index No.:

Petitioner,

VERIFIED PETITION

-against-

ROC NATION SPORTS-ROC NATION
BOXING, LLC

Respondent

The verified petition of plaintiff Caribe Promotions,
Inc. respectfully shows as follows:

INTRODUCTION

1. This is a special proceeding pursuant to CPLR §7502(a) and (c), for a preliminary injunction and temporary restraining order in aid of the arbitration now pending between the parties hereto in New York. See Demand for Arbitration, attached to the affidavit of Luis Fonseca as Exhibit 1.

2. As more fully appears below, this application is made because without the provisional relief sought herein, the arbitration award to which petitioner is entitled may be rendered ineffectual.

PARTIES

3. Petitioner Caribe Promotions, Inc. ("Caribe") is a Florida corporation with its principal place of business in Miami, Florida. Caribe is a boxing promoter licensed under the laws of the State of Florida.

4. Respondent Roc Nation Sports-Roc Nation Boxing, LLC ("RNS") is a Delaware limited liability company with its principal place of business in New York. RNS is a subdivision of the Roc Nation group of companies and is closely associated with the entertainer Shawn Carter, aka Jay Z.

THE AGREEMENT TO ARBITRATE

5. This special proceeding is being commenced pursuant to CPLR §7502(a) to bring before the Court the first application arising out of an arbitrable controversy between Caribe and RNS, which is the subject of an arbitration commenced by Caribe in New York.

6. Caribe and RNS are parties to an agreement, a copy of which is attached to the affidavit of Luis Fonseca as Exhibit 2 ("the Agreement") which provides that any

dispute, controversy or claim relating to the Agreement shall be submitted to JAMS for arbitration in New York.

STATEMENT OF THE CLAIM FOR PRELIMINARY INJUNCTIVE RELIEF

7. In 2009, Caribe became the sole, exclusive boxing promoter for WBA Super Bantamweight world boxing champion Guillermo Rigondeaux. During his relationship with Caribe, Mr. Rigondeaux achieved unparalleled accomplishments in his career: he won the WBA Super Bantamweight championship, the WBO Super Bantamweight championship, the WBA/WBO unified Super Bantamweight championship as well as the WBA Super Championship in his weight division. He is one of the most decorated amateur boxers in the history of the sport, having won two Olympic gold medals. His talent is at such an elite level that he became world champion in only his seventh professional bout.

8. In November 2015, Caribe entered into the Agreement with RNS to co-promote the professional boxing matches of Mr. Rigondeaux. Caribe entered into the Agreement in part because of the broad advertising and media platform that RNS could provide for Mr. Rigondeaux and for Caribe. Under the Agreement, Caribe granted RNS rights to promote the boxing matches of Mr. Rigondeaux for

a period of two years, in exchange for a promise to provide Caribe promotional credit "in association with" RNS for the bouts of Mr. Rigondeaux promoted under the Agreement, as well as a division of revenue and expenses according to the nature of the bout being promoted.

THE NEED FOR PRELIMINARY INJUNCTIVE RELIEF

9. In the fall of 2017, without consulting with or even informing Caribe, RNS entered into an agreement with boxing promoter Top Rank, Inc. for Mr. Rigondeaux to fight WBO Super Featherweight champion Vasyl Lomachenko in New York on December 9, 2017. Mr. Lomachenko, like Mr. Rigondeaux, is a two time Olympic gold medalist boxer. Like Mr. Rigondeaux, Lomachenko is regarded as one of the top pound-for-pound fighters of the world today.

10. The Rigondeaux v. Lomachenko bout is widely viewed as an historic matchup between two of boxing's all time great fighters. This bout will be the first time in history that two double Olympic gold medalists have faced each other in the professional ring.

11. Co-promotional billing for Caribe "in association with" RNS for this historic fight, which Caribe is entitled to under the Agreement, would be of incalculable value to

Caribe, as this fight is sold out and will headline an ESPN televised card. RNS, however, has completely frozen Caribe out of this bout: it refuses to share with Caribe the tickets to the bout it has received from Top Rank, Inc., the promoter of the bout, it refuses to allow Caribe to participate in events associated with the bout, such as press conferences and the weigh-in and it refuses to provide Caribe with the "in association with" credit during all ring announcements to which Caribe is entitled under the Agreement.

12. RNS attempts to justify this freeze-out by reference to a false claim of breach, which RNS first announced after RNS had signed for the Lomachenko bout. The spuriousness of the RNS claim of breach is clear from the sequence of events: after Rigondeaux's last fight on June 17, 2017 against Moises Flores, RNS claimed for the first time that the Flores bout had been a "co-feature bout", triggering an obligation to share expenses. RNS presented Caribe with a demand for expenses in excess of \$108,000. But Caribe had never been advised that the June 17 bout against Flores was to be a "co-feature bout", and RNS had not consulted with Caribe about the expenses prior to the Flores bout, as the Agreement required RNS to do. When Caribe refused to pay, RNS declared Caribe in breach.

In fact, Caribe refused to pay these expenses precisely because RNS was in breach.

13. This dispute will be resolved in the pending arbitration, but the arbitration will not be concluded by December 9, 2017. In the interim, Caribe is at risk of irreparable injury from RNS's conduct of the December 9, 2017 bout, excluding Caribe from its promised public association with this historic bout. Preliminary injunctive relief is necessary here because if it is not granted, the arbitration award to which Caribe is entitled will be rendered ineffectual.

14. Caribe is likely to succeed on the merits of its claim in the arbitration. It will suffer irreparable injury if the relief sought herein is not granted, and the balance of equities favor Caribe: providing Caribe the tickets and participation in pre-bout events to which it is entitled, and the "in association with" promotional recognition to which its entitled will not cause any damage to RNS, whereas depriving Caribe of these indicia of its status as Rigondraux's co-promoter will cause irreparable injury to Caribe.

RELIEF REQUESTED

15. No previous application has been made for the relief sought herein.

16. Pursuant to CPLR §7502(c), petitioner requests an order granting preliminary injunctive relief as follows:

a. Requiring RNS to provide to Caribe one-half of the tickets to the December 9, 2017 bout that have been provided to RNS by Top Rank, Inc.

b. Directing RNS to permit Caribe to participate as co-promoter in events associated with the December 9, 2017 bout including but not limited to press conference and the weigh-in.

c. Directing RNS to accord "in association with" credit to Caribe during all ring announcements during the December 9, 2017 bout.

WHEREFORE, petitioner prays that the relief sought herein be granted.

Dated: New York, New York
December 4, 2017

Yours etc.,

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