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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO

10
11 ANDERSON SILVA ENTERPRISES, INC., a
California corporation,
12
Plaintiff,
13
vs.
14
TOSCANO BOXING PROMOTIONS, INC.,
15 a California Corporation; JORGE TOSCANO,
an individual; GLOBAL SPORTS
16 STREAMING; ARMANDO BARENO, an
individual; and DOES 1-10 inclusive,
17
Defendant.

Case No. 37-2021-00048006-CU-FR-CTL

COMPLAINT FOR:

- 1. BREACH OF WRITTEN CONTRACT
- 2. FRAUD
- 3. NEGLIGENT MISREPRESENTATION
- 4. ALTER EGO AGAINST TOSCANO
- 5. VIOLATION OF BUS. & PROF. CODE § 17200 ET SEQ.
- 6. PERMANENT INJUNCTION
- 7. UNJUST ENRICHMENT
- 8. COMMON COUNT
- 9. ALTER EGO AGAINST BARENO

DEMAND FOR TRIAL BY JURY

1 Plaintiff Anderson Silva Enterprises, Inc. (“ASE” or “Plaintiff”), for its complaint against
2 Defendants Toscano Boxing Promotions, Inc. (“TBP”), Jorge Toscano (“Toscano”), Global Sports
3 Streaming (“GSS”); Armando Bareno (“Bareno”); and DOES 1 through 10, inclusive
4 (collectively, “Defendants”), allege as follows:

5 INTRODUCTION

6 1. This case involves an outright fraud committed by an unscrupulous boxing
7 promoter, Toscano, and his company, TBP, to lure one of the greatest combat athletes of all time,
8 Anderson Silva (“Silva”), to participate in a boxing match. Toscano and his company promised
9 Silva the sum of \$1,800,000 as a purse to box former World Boxing Council middleweight
10 champion Julio Chavez Jr. (“Chavez Jr.”) on June 19, 2021. Against the odds, Silva shocked the
11 world by prevailing over Chavez Jr. Toscano and his company received millions in revenue from
12 the fight. But shockingly, they have failed to pay Silva his full fight purse despite multiple
13 requests for payment from Silva’s representatives, all of which have been ignored. Toscano and
14 his company now join the long list of unethical boxing promoters who have attempted to take
15 advantage of boxers.

16 2. Toscano and his company clearly never intended to pay Silva his full fight purse
17 but instead believed they could freely defraud him out of his hard earned money. But Silva will
18 not allow Toscano to get away with this fraud. Silva, through his company, ASE, now brings this
19 Complaint to recover his full fight purse and punitive damages against Toscano and his company.
20 ASE also seeks to enjoin Toscano and his company from promoting any fights in California given
21 their unlawful business practices and apparent willingness to take advantage of boxers. ASE has
22 already submitted a complaint to the California Athletic Commission to ensure that Toscano and
23 his company are held accountable for their unlawful and fraudulent business practices.

24 3. Finally, Defendant GSS and its principal Defendant Bareno also profited
25 handsomely from the fraud perpetrated by Toscano and TBP, as well as from Silva’s hard-earned
26 victory. Having obtained rights from TBP, GSS made substantial profits from streaming the
27 fight—profits that should have made their way to Silva, but instead lined the pockets of GSS and
28 Bareno. GSS and Bareno have therefore been unjustly enriched by Silva’s efforts and owe

1 restitution to ASE.

2 **THE PARTIES**

3 4. Plaintiff ASE is, and at all relevant times mentioned herein was, a corporation
4 organized and existing under the laws of the State of California.

5 5. Defendant Toscano is, and at all relevant times mentioned herein was, an individual
6 residing in the State of California, County of Los Angeles.

7 6. Defendant TBP is, and at all relevant times mentioned herein was, a corporation
8 organized and existing under the laws of the State of California.

9 7. Defendant GSS is, and at all relevant times mentioned herein was, an entity of
10 unknown formation doing business in the State of California, with its principal place of business
11 in the State of Nevada.

12 8. Defendant Bareno is, and at all relevant times mentioned herein was, an individual
13 residing in the State of Nevada.

14 9. Plaintiff is informed and believes, and on that basis alleges, that, Defendants DOES
15 1 through 10, inclusive, are individually and/or jointly liable to Plaintiff for the conduct alleged
16 herein. The true names and capacities, whether individual, corporate, associate or otherwise, of
17 Defendants DOES 1 through 10, inclusive, are unknown to Plaintiff at this time. Accordingly,
18 Plaintiff sues Defendants DOES 1 through 10, inclusive, by fictitious names and will amend this
19 Complaint to allege their true names and capacities once ascertained.

20 10. Plaintiff is informed and believes, and on that basis alleges, that, at all relevant
21 times mentioned herein, Defendants, and each of them, were acting in concert or participation with
22 each other, or were joint participants and collaborators in the acts complained of, and were the
23 agents or employees of the others in doing the acts complained of herein, each and all acting
24 within the course and scope of the agency of and/or employment by the others, each and all acting
25 in concert one with the other and all together.

26 11. Plaintiff is informed and believes, and on that basis alleges, that, at all relevant
27 times mentioned herein, Defendants, and each of them, were, and are, the agents, servants, alter
28 egos and/or employees of each of the other Defendants, and all the things alleged to have been

1 done by Defendants were done in the capacity of and as agent, servant, alter ego and/or employee
2 of and for the other Defendants, with their knowledge approval, and ratification.

3 **JURISDICTION AND VENUE**

4 12. Jurisdiction is proper in the Superior Court of the State of California for the County
5 of San Diego pursuant to California Code of Civil Procedure Section 410.10.

6 13. Venue is proper in San Diego County, California pursuant to California Code of
7 Civil Procedure Section 392, *et seq.* because the parties agreed and consented in the Agreement
8 that all claims that arise under or in any way relate to Agreement, the inducement, or performance
9 thereof, shall be commenced and tried in San Diego Superior Court, County of San Diego,
10 California.

11 **GENERAL ALLEGATIONS**

12 14. Anderson Silva is revered as one of the greatest mixed martial artists of all time. In
13 2006 he earned the title UFC Middleweight Champion and proceeded to win 16 consecutive
14 victories from 2006 to 2013. Silva holds numerous UFC offensive striking records and many
15 consider him the best striker in mixed martial arts (“MMA”) history.

16 15. In March 2021, it was announced that Silva, at 46-years-old, would continue his
17 combat sports career in the boxing ring against Julio Cesar Chavez Jr. on June 19, 2021, in the
18 City of Guadalajara, Mexico (“the Contest”). While Silva has a storied career as an MMA fighter,
19 the Contest would be Silva’s first boxing match since 2005 and only his third professional boxing
20 match of all time. Chavez Jr., on the other hand, is a former World Boxing Council middleweight
21 champion, with 60 professional boxing fights, including 52 wins, on his resume. As a result of
22 this gap in boxing experience, Silva was widely considered the underdog in the Contest.

23 16. On March 14, 2021, Silva, through his entity, ASE, on the one hand, and Toscano,
24 on behalf of TBP, on the other hand, entered into the Boxing Contest Agreement (the
25 “Agreement”) in connection with the Contest. Pursuant to the Agreement, ASE agreed that Silva
26 would box in the Contest for eight, three-minute rounds to a decision. In consideration for ASE’s
27 agreement, Toscano represented and TBP agreed to pay ASE as follows:

28 (a) Within 24 hours of ASE’s execution of the Agreement, TBP shall wire a

1 non-refundable payment of \$100,000 for training expenses (“Training Fee”) to the trust account of
2 ASE’s agent, ICM, and ICM is authorized to release the \$100,000 to Silva for training expenses
3 immediately upon its receipt from TBP.

4 (b) Not later than 48 hours prior to the Contest, TBP shall wire \$1,600,000 (the
5 “Fee”) to ICM’s trust account to be held in trust by ICM. The Fee may be released to Silva no
6 earlier than the second business day after the completion of the Contest. A true and correct copy
7 of the Agreement is attached hereto as **Exhibit A**.

8 17. The Fee was a material term of the Agreement designed to compensate Silva for his
9 skill, celebrity, as well as the substantial risk of serious physical injury to Silva posed by the
10 Contest. Boxing is considered one of the most dangerous sports because of the risk of head
11 trauma to boxers. In fact, the American Association of Neurological Surgeons estimate that 90%
12 of boxers sustain a traumatic brain injury during their career, and the number of boxers suffering
13 brain damage is believed to be much higher than recorded.

14 18. Silva, on behalf of ASE, executed the Agreement on May 14, 2021 and, even
15 though the Agreement required TBP to wire the \$100,000 Training Fee immediately, ICM did not
16 receive the wire until June 2, 2021, leaving Silva to finance his own training for the Contest.

17 19. On information and belief, TBP and Toscano negotiated and executed the
18 Agreement with no intention of paying Silva the full amount owed, but still needed Silva to
19 compete in the Contest so that TBP and Toscano could collect revenue from it. On information
20 and belief, TBP and Toscano knew that if they failed to wire any of the amounts owed before the
21 Contest, that Silva would be legally justified in refusing to fight in the Contest.

22 20. On August 14, just five days before the Contest, TBP and Toscano demanded that
23 ASE agree to amend the Agreement such that \$600,000 of the Fee was not due until 14 days after
24 the Contest. As TBP and Toscano must have known, this eleventh-hour demand left Silva with no
25 choice but to accept. If he refused to agree to the amendment and the Contest was canceled, Silva
26 would be throwing away months of rigorous training and tremendous good will with his sponsors
27 and fan base. If he refused to agree to the amendment and went forward with the Contest, he
28 might never get paid, considering that TBP and Toscano had effectively conceded they could not

1 do so before the Contest. Reluctantly, Silva executed the amendment.

2 21. In particular, the amendment set forth the following terms for the Fee schedule:

3 (a) Not later than 48 hours prior to the Contest, TBP shall wire \$1,000,000 to
4 ICM's trust account (the "Deposit"). The Deposit may be released to Silva no earlier than the
5 second business day after the completion of the Contest.

6 (b) Not later than 14 business days following the Contest—i.e., July 8, 2021—
7 TBP shall wire \$600,000 to ICM's trust account (the "Fee Balance"). The Fee Balance may be
8 released to Silva immediately upon ICM's receipt thereof.

9 A true and correct copy of the First Amendment to the Agreement is attached hereto as **Exhibit B**.

10 22. The Deposit thus became Silva's only assurance that TBP and Toscano would pay
11 any of the Fee before the Contest. On information and belief, TBP and Toscano negotiated and
12 executed the First Amendment to the Agreement with no intention of paying Silva the Fee
13 Balance.

14 23. Notwithstanding the plain language of the Agreement, as amended, TBP and
15 Toscano failed to wire the \$1,000,000 Deposit to ICM's trust account 48 hours prior to the
16 Contest. Silva's representatives emailed Toscano repeatedly asking for proof of the wire on June
17 18, 2021, just one day before the Contest was supposed to take place. Eventually the \$1,000,000
18 was received by ICM.

19 24. On June 18, 2021, Chavez Jr. missed weight for the Contest, weighing in nearly 2.5
20 pounds over the 182-pound limit. As a result, Chavez Jr. forfeited \$100,000 to Silva, necessitating
21 a second amendment to the Agreement. Toscano and ASE amended the Agreement such that the
22 Fee was now \$1,700,000. The Deposit remained the same at \$1,000,000 and the Fee Balance was
23 increased to \$700,000. A true and correct copy of the Second Amendment to the Agreement is
24 attached hereto as **Exhibit C**.

25 25. On information and belief, TBP and Toscano negotiated and executed the Second
26 Amendment to the Agreement with no intention of paying Silva the increased Fee Balance of
27 \$700,000.

28 26. On June 19, 2021, Silva fought in the Contest as scheduled. Despite entering the

1 Contest as the perceived underdog, Silva defeated Chavez Jr. in a split decision. Silva outlanded
2 Chavez Jr. 99-53 in total punches and 60-41 in power punches. Media outlets praised Silva for a
3 “shockingly impressive boxing performance.”

4 27. Having obtained rights from TBP, GSS streamed the Contest to countless viewers
5 and made substantial profits.

6 28. On July 7, 2021, the day before the Fee Balance was due, Silva’s representative at
7 ICM, Kelly Weiss, called TBP’s counsel, Gino Mazzanti, to inquire about the status of the Fee
8 Balance payment. Mazzanti responded by email on July 8, 2021, claiming that Toscano was
9 “doing everything they can do to fulfill their obligations.” Mazzanti continued, “I’m sorry, but
10 that’s all I can tell you.” TBP and Toscano failed to wire the Fee Balance when due on July 8,
11 2021, or at any time thereafter.

12 29. On August 6, 2021, Weiss emailed Mazzanti to further inquire about the late Fee
13 Balance payment, now nearly a month overdue. Mazzanti directed Weiss to TBP’s new counsel,
14 Vince Jamison. Weiss then contacted Jamison, copying Toscano, regarding the late Fee Balance
15 payment, but received no response. Weiss emailed Jamison and Toscano again on September 1
16 and September 13, and again received no substantive response on the status of payment. This
17 lawsuit followed.

18 **FIRST CAUSE OF ACTION**

19 **(Breach of Written Contract - Against TBP and Toscano)**

20 30. Plaintiff incorporates herein by reference the allegations contained in Paragraphs 1
21 through 29, inclusive, as though set forth in full.

22 31. TBP and alter ego Toscano, on the one hand, and ASE, on the other hand, entered
23 into the Agreement, as amended.

24 32. ASE has performed all material obligations required under the Agreement, as
25 amended.

26 33. TBP and alter ego Toscano breached the Agreement, as amended, by, among other
27 things, failing to wire \$700,000 to ICM within 14 days of the Contest. As of the date of this filing,
28 TBP and alter ego Toscano still have not wired, or otherwise paid, the \$700,000 to ICM, ASE, or

1 Silva, due under the Agreement, as amended.

2 34. As a direct and proximate result of TBP's and Toscano's breach, ASE has suffered
3 monetary damages in an amount to be proven at trial, but in an amount in excess of \$700,000.

4 **SECOND CAUSE OF ACTION**

5 **(Fraud - Against TBP and Toscano)**

6 35. Plaintiff incorporates herein by reference the allegations contained in Paragraphs 1
7 through 34, inclusive, as though set forth in full.

8 36. On information and belief, TBP and Toscano negotiated and executed the
9 Agreement and subsequent amendments with no intention of complying with its payment
10 obligations thereunder.

11 37. On information and belief, TBP and Toscano executed the Agreement, and
12 subsequent amendments, in an effort to induce ASE, and in fact did induce ASE, to execute the
13 Agreement, and subsequent amendments, and to induce Silva to fight in the Contest, so that TBP
14 and Toscano could collect revenues from the Contest.

15 38. Five days before the Contest, TBP and Toscano demanded that ASE agree to
16 amend the Agreement to allow for delayed payment of a substantial portion of the Fee—i.e.,
17 \$700,000 after Chavez Jr. missed weigh in. On information and belief TBP and Toscano waited
18 until five days before the Contest to demand the delayed payment amendment so that ASE would
19 have no choice but to agree to the amendment, meanwhile TBP and Toscano had no intention of
20 ever paying ASE the \$700,000.

21 39. In reasonable reliance on TBP's and Toscano's execution of the Agreement and
22 subsequent amendments, and corresponding representations, ASE performed under the
23 Agreement, as amended, via Silva competing in the Contest.

24 40. TBP and Toscano never wired the \$700,000 Fee Balance to ICM within 14 days of
25 the Contest. As of the date of this filing, TBP and alter ego Toscano still have not wired, or
26 otherwise paid, the \$700,000 to ICM, ASE, or Silva, due under the Agreement, as amended.

27 41. As a direct and proximate result of the fraudulent conduct of Toscano and TBP,
28 ASE has suffered monetary damages in an amount to be proven at trial, but in an amount in excess

1 of \$700,000.

2 42. ASE is informed and believes, and on that basis alleges, that the misconduct by
3 Defendants, as alleged herein, was intended by Defendants to cause injury to ASE, and/or was
4 despicable conduct by Defendants with a willful and conscious disregard of the rights and interests
5 of ASE, and/or subjected ASE to cruel and unjust hardship in conscious disregard of ASE's rights
6 and interests such as to constitute malice, oppression, or fraud under California Civil Code Section
7 3294, thereby entitling ASE to punitive damages in an amount appropriate to punish or make an
8 example of Defendants.

9 **THIRD CAUSE OF ACTION**

10 **(Negligent Misrepresentation - Against Toscano and TBP)**

11 43. Plaintiff incorporates herein by reference the allegations contained in Paragraphs 1
12 through 42, inclusive, as though set forth in full.

13 44. TBP and Toscano made the following representations to ASE:

14 a. In connection with the Agreement, TBP and Toscano represented to ASE
15 that they would wire \$1,600,000 to ICM in trust for ASE no later than 48 hours before the Contest.

16 b. In connection with the First Amendment to the Agreement, TBP and
17 Toscano represented to ASE that they would wire \$600,000 to ICM in trust for ASE no later than
18 14 days after the Contest.

19 c. In connection with the Second Amendment to the Agreement, TBP and
20 Toscano represented to ASE that they would wire \$700,000 to IC min trust for ASE no later than
21 14 days after the Contest.

22 45. On information and belief, TBP and Toscano made the foregoing representations
23 with no intention of paying the amounts owed to ASE.

24 46. On information and belief, TBP and Toscano made the foregoing representations in
25 order to induce ASE to enter into the Agreement and the subsequent amendments, and to induce
26 ASE, via Silva, to participate in the Contest.

27 47. In reasonable reliance on the foregoing representations from TBP and Toscano,
28 ASE executed the Agreement and the subsequent amendments, and ASE, via Silva, participated in

1 the Contest.

2 48. TBP and Toscano never wired the \$700,000 Fee Balance to ICM within 14 days of
3 the Contest. As of the date of this filing, TBP and Toscano still have not wired, or otherwise paid,
4 the \$700,000 to ICM, ASE, or Silva, due under the Agreement, as amended.

5 49. As a direct and proximate result of the fraudulent conduct of Toscano and TBP,
6 ASE has suffered monetary damages in an amount to be proven at trial, but in an amount in excess
7 of \$700,000.

8 50. ASE is informed and believes, and on that basis alleges, that the misconduct by
9 Defendants, as alleged herein, was intended by Defendants to cause injury to ASE, and/or was
10 despicable conduct by Defendants with a willful and conscious disregard of the rights and interests
11 of ASE, and/or subjected ASE to cruel and unjust hardship in conscious disregard of ASE's rights
12 and interests such as to constitute malice, oppression, or fraud under California Civil Code Section
13 3294, thereby entitling ASE to punitive damages in an amount appropriate to punish or make an
14 example of Defendants.

15 **FOURTH CAUSE OF ACTION**

16 **(Alter Ego - Against Toscano)**

17 51. Plaintiff incorporates herein by reference the allegations contained in Paragraphs 1
18 through 50, inclusive, as though set forth in full.

19 52. On information and belief, TBP and Toscano share a unity of ownership and
20 interests, such that it would be unfair to only hold TBP responsible for its liability to ASE and
21 Toscano should be held responsible for TBP's liability to ASE.

22 53. On information and belief, TBP is operated such that TBP has no separate
23 existence from Toscano and is merely a conduit through which Toscano conducts his business.

24 54. TBP's separate existence from Toscano is and always has been a fiction created by
25 Toscano, which would result in fraud and injustice to ASE if such fiction were allowed to continue
26 and for purposes of this litigation.

27 55. Accordingly, Toscano is liable for TBP's breach of the Agreement and also
28 separately liable for the fraud and fraudulent misrepresentation perpetrated against ASE.

1 **FIFTH CAUSE OF ACTION**

2 **(Violation of Bus. & Prof. Code § 17200 et seq. - Against Toscano and TBP)**

3 56. Plaintiff incorporates herein by reference the allegations contained in Paragraphs 1
4 through 55, inclusive, as though set forth in full.

5 57. Business & Professions Code § 17200 et seq., the Unfair Competition Law
6 (“UCL”), prohibits any person from engaging in unfair competition as that term is defined in
7 Section 17200, which includes any “unlawful, unfair or fraudulent business act or practice,”
8 “unfair, deceptive, untrue or misleading advertising,” and any act prohibited by Chapter 1
9 (commencing with section 17500) of Part 3 of Division 7 of the Business & Professions Code.

10 58. The acts and practices of Toscano and TBP alleged herein constitute unlawful,
11 fraudulent, and/or unfair business acts and practices within the meaning of the UCL and California
12 law. These acts and practices include but are not limited to:

13 a. Negotiating and executing the Agreement and subsequent amendments with
14 no intention of complying with the payment obligations thereunder.

15 b. Executing the Agreement, and subsequent amendments, in an effort to
16 induce ASE to execute the Agreement, and subsequent amendments, and to induce Silva to fight
17 in the Contest, so that TBP and Toscano could collect revenues from the Contest, without fully
18 compensating Silva via ASE.

19 c. Demanding that ASE agree to amend the Agreement to allow for delayed
20 payment of a substantial portion of the Fee—i.e., \$700,000 (after Chavez Jr. missed weigh in), and
21 making this demand just five days before the Contest so that ASE would have no choice but to
22 agree to the amendment, while Toscano and TBP had no intention of ever paying ASE the
23 \$700,000.

24 59. In reasonable reliance on TBP’s and Toscano’s execution of the Agreement and
25 subsequent amendments, and corresponding representations, ASE performed under the
26 Agreement, as amended, via Silva competing in the Contest.

27 60. TBP and Toscano never wired the \$700,000 Fee Balance to ICM within 14 days of
28 the Contest. As of the date of this filing, TBP and alter ego Toscano still have not wired, or

1 otherwise paid, the \$700,000 to ICM, ASE, or Silva, due under the Agreement, as amended.

2 61. TBP and Toscano violated the “unfair” prong of the UCL because the utility of
3 their violations are significantly outweighed by the gravity of the harm imposed on ASE (and
4 Silva). In addition, TBP’s and Toscano’s acts and practices are oppressive, unscrupulous and/or
5 substantially injurious to ASE and promote dishonest and unprincipled practices in the
6 competitive marketplace. Moreover, TBP and Toscano violated the “fraudulent” prong of the
7 UCL because their actions are likely to deceive the public that TBP and Toscano were actually
8 compensating Silva via ASE for his efforts and deceive future clients into believing that TBP will
9 actually compensate clients per their written agreements.

10 62. As a direct and proximate result of the foregoing unlawful, unfair, and fraudulent
11 business acts and practices of TBP and Toscano, TBP, Toscano, GSS, and Bareno, have been
12 unjustly enriched and should be ordered to make restitution to Plaintiff pursuant to Business &
13 Professions Code §§ 17203 and 17204.

14 63. Plaintiff is entitled to compel TBP, Toscano, GSS, and Bareno to restore Plaintiff
15 the money or property wrongfully acquired by means of their unlawful, unfair, and fraudulent
16 business practices.

17 **SIXTH CAUSE OF ACTION**

18 **(Permanent Injunction - Against Toscano and TBP)**

19 64. Plaintiff incorporates herein by reference the allegations contained in Paragraphs 1
20 through 63, inclusive, as though set forth in full.

21 65. As explained herein, TBP and Toscano perpetrated a fraudulent scheme pursuant to
22 which they induced Silva via ASE to endure rigorous training and compete in the Contest by
23 promising him a total of \$1,800,000, while never intending to pay him the full amount and
24 ultimately failing to pay \$700,000 after Silva had already completed the training and the Contest.

25 66. ASE is likely to succeed in their causes of action against TBP and Toscano for,
26 among other things, breach of the Agreement, because the TBP’s and Toscano’s payment
27 obligations under the Agreement are evidenced by the plain language of the Agreement, ASE’s
28 performance under the Agreement is evidenced by the fact that Silva competed in the Contest, and

1 TBP's and Toscano's failure to pay ASE the final payment of \$700,000 is undisputed and
2 supported by the documentary record.

3 67. ASE and potential clients of TBP and Toscano will continue to suffer irreparable
4 injury with an inadequate remedy at law if TBP and Toscano are permitted to continue
5 perpetrating fraudulent schemes against their clients, whereby they fraudulent execute agreements
6 to induce clients to train and compete in internationally streamed fights, with no intention of
7 actually paying their clients the amounts due under the agreements they executed. ASE has
8 already submitted a complaint to the California Athletic Commission to ensure that Toscano and
9 his company are held accountable for their unlawful and fraudulent business practices.

10 68. The balance of the equities favors entry of a permanent injunction against TBP and
11 Toscano because TBP and Toscano have already unlawfully profited from the \$700,000 belonging
12 to ASE under the Agreement. This behavior is especially egregious given the rigorous training
13 and the danger inherent to the Contest that TBP and Toscano induced Silva, via ASE, to endure,
14 by way of their fraud.

15 69. ASE therefore seeks to enjoin TBP and Toscano from promoting any fights in
16 California given their unlawful business practices and apparent willingness to take advantage of
17 boxers.

18 **SEVENTH CAUSE OF ACTION**

19 **(Unjust Enrichment - Against GSS and Bareno)**

20 70. Plaintiff incorporates herein by reference the allegations contained in Paragraphs 1
21 through 69, inclusive, as though set forth in full.

22 71. On information and belief, GSS and Bareno knew that TBP and Toscano intended
23 not to fulfill their payment obligations to ASE under the Agreement, as amended. Nonetheless,
24 GSS and Bareno obtained rights from TBP to stream the Contest and collect a profit therefrom.

25 72. On information and belief, GSS and Bareno did stream the Contest and collected
26 substantial profits therefrom.

27 73. Accordingly, GSS and Bareno have been unjustly enriched at the expense of ASE.
28 GSS and Bareno have derived, and continue to derive, benefits from their wrongful conduct.

1 74. GSS and Bareno are therefore under an obligation to pay Plaintiff forthwith all
2 amounts by which they have been unjustly enriched, which amounts will be proved at trial.

3 **EIGHTH CAUSE OF ACTION**

4 **(Common Count - Against GSS and Bareno)**

5 75. Plaintiff incorporates herein by reference the allegations contained in Paragraphs 1
6 through 74, inclusive, as though set forth in full.

7 76. On information and belief, GSS and Bareno knew that TBP and Toscano intended
8 not to fulfill their payment obligations to ASE under the Agreement, as amended. Nonetheless,
9 GSS and Bareno obtained rights from TBP to stream the Contest and collect a profit therefrom.

10 77. On information and belief, GSS and Bareno did stream the Contest and collected
11 substantial profits therefrom.

12 78. GSS and Bareno became indebted to ASE by collecting profits from streaming the
13 Contest, while knowing that ASE would not be compensated pursuant to the Agreement and for
14 his participation in the Contest.

15 79. As a result of the conduct of GSS and Bareno, GSS and Bareno are indebted to
16 ASE in an amount to be proven at trial.

17 **NINTH CAUSE OF ACTION**

18 **(Alter Ego - Against Bareno)**

19 80. Plaintiff incorporates herein by reference the allegations contained in Paragraphs 1
20 through 79, inclusive, as though set forth in full.

21 81. On information and belief, GSS and Bareno share a unity of ownership and
22 interests, such that it would be unfair to only hold GSS responsible for its liability to ASE and
23 Bareno should be held responsible for GSS's liability to ASE.

24 82. On information and belief, GSS is operated such that GSS has no separate
25 existence from Bareno and is merely a conduit through which Bareno conducts his business.

26 83. GSS's separate existence from Bareno is and always has been a fiction created by
27 Bareno, which would result in fraud and injustice to ASE if such fiction were allowed to continue
28 and for purposes of this litigation.

1 84. Accordingly, Bareno is liable for GSS's unjust enrichment at the expense of ASE
2 and Silva.

3 **PRAYER**

4 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
5 follows:

- 6 1. For actual and compensatory damages in an amount to be proven at trial;
- 7 2. For restitution in amount to be proven at trial;
- 8 3. For exemplary and punitive damages in an amount to be determined at the time of
9 trial;
- 10 4. For attorneys' fees and costs as permitted by applicable law;
- 11 5. For pre-judgment and post-judgment interest at the maximum legal rate; and
- 12 6. For a permanent injunction enjoining TBP and Toscano from promoting fights in
13 California;
- 14 7. For such other and further relief as the Court may deem just and proper.

15 DATED: November 11, 2021

EISNER, LLP

16
17 By:



18 JEREMIAH REYNOLDS

19 Attorneys for Anderson Silva Enterprises, Inc.
20
21

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff hereby demands a trial by jury on all issues and causes of action triable by a jury.

24 DATED: November 11, 2021

EISNER, LLP

25
26 By:



27 JEREMIAH REYNOLDS

28 Attorneys for Anderson Silva Enterprises, Inc.

EXHIBIT A

**BOXING CONTEST AGREEMENT BETWEEN TOSCANO BOXING
PROMOTIONS, INC. AND ANDERSON SILVA**

This Agreement is made this 14th day of March 2021, by and between TOSCANO BOXING PROMOTIONS, INC., a California corporation and boxing promoter duly licensed under the laws of the State of California (hereinafter "TOSCANO"), and Anderson Silva Enterprises, Inc. ("Company") f/s/o ANDERSON SILVA, a professional mixed martial artist (hereinafter "SILVA"). The term of this Agreement shall begin upon the execution of this Agreement by all parties and end at the conclusion of the post-Contest press conference as set forth in Paragraph 14 herein (the "Term"), unless earlier terminated as allowable herein.

Company warrants and represents that it has the authority to enter into this Agreement and to furnish the services of SILVA and shall cause SILVA to perform its obligations hereunder.

1. TOSCANO agrees to promote a pay-per-view boxing contest ("the Contest") on June 19, 2021, in the City of Guadalajara, Mexico, pursuant to the professional boxing rules of the applicable athletic commission ("the Commission") in Mexico, at a site location to be determined by TOSCANO.

2. SILVA agrees to box in the Contest on said date for eight (8) three-minute rounds to a decision against Julio Cesar Chavez, Jr. pursuant to the boxing rules of the Commission.

3. The Contest shall be at a weight not over one hundred eighty-two (182) pounds. SILVA shall personally report to the official weigh-in and medical examination which shall take place on June 18, 2021 in the city of City of Guadalajara, Mexico, at an address and time to be determined by TOSCANO. All weights shall be taken on scales as provided by the Commission regulations.

4. Neither contestant shall be required to submit to any type of drug test before the Contest.

5. SILVA shall provide to TOSCANO all information required by TOSCANO for the purposes of promoting and staging the Contest, including medical examinations, at a time to be determined by TOSCANO.

6. For the full performance of his duties under this Agreement SILVA agrees to accept the following payments on a pay or play basis subject to the terms of this Agreement on the following terms:

a) Within twenty four (24) hours of the execution of this Agreement by Company, a non-refundable payment of One Hundred Thousand Dollars (\$100,000) for training expenses ("Training Expenses") shall be wired by TOSCANO to Company's agent's (ICM) trust account per the wire instructions to be advised by Company or ICM (which amount ICM is hereby authorized to release to SILVA for training expenses immediately upon its receipt from TOSCANO); and

b) Not later than forty eight (48) hours prior to the Contest, One Million Six Hundred Thousand Dollars (\$1,600,000) (the "Fee") shall be wired by TOSCANO, without any deductions for taxes, fees, levies, or union dues what-so-ever, to ICM's trust account to be held in trust by ICM. The Fee may be released to SILVA no earlier than the second business day after the completion of the Contest, unless SILVA receives notice from TOSCANO pursuant to Paragraph 42 hereof that SILVA is in breach of this Agreement. If SILVA receives such notice of breach, then SILVA shall immediately give written notice to ICM instructing it not to release any of the Fee until the breach is resolved and ICM receives written notice from TOSCANO authorizing its release. The provisions of this Paragraph shall not affect any rights SILVA may have under Paragraph 36 hereof.

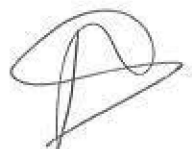
e). In addition to the Fee, if there are more than five hundred thousand (500,000) pay-per-view purchases of the Contest, then TOSCANO shall pay SILVA a bonus of Two Hundred Thousand Dollars (\$200,000) ("Bonus"). Said Bonus shall be paid immediately to an escrow or trust account to be designated in writing by Company after TOSCANO receives written verification from the pay-per-view providers of five hundred thousand (500,000) pay-per-view purchases and after TOSCANO receives all funds due from the pay-per-view providers. TOSCANO shall hire at its sole cost and expense an independent accounting firm (which firm shall be subject to SILVA's prior approval) to audit the number of Pay-Per-View purchases of Contest and provide a copy of such audit to each party.

7. The Fee and Bonus shall be paid to Silva without any deductions for taxes, fees, levies, or union dues what-so-ever, all of which are the sole responsibility of TOSCANO. TOSCANO shall hold SILVA harmless from any tax liability of the country of Mexico (including fees or penalties) arising from the Fee or the Bonus.

8. SILVA understands it is important that he not knowingly engage in conduct that will increase the chances of him contracting Covid-19 and therefore agrees to do the following:

- a) Wear a mask at all times in public;
- b) avoid large gatherings of six or more people;
- c) maintain a distance of 6 feet from others whenever possible;
- d) wash his hands frequently; and
- e) monitor himself and those around him for symptoms of COVID-19, such as fever, cough, chills, loss of taste or smell, sore throat, congestion, runny nose, nausea or vomiting, and report such symptoms to TOSCANO within 24 hours.

9. SILVA and his support team consisting of six (6) members ("Team") agree to be tested for Covid-19 two months before the Contest, three weeks before the Contest and the day before they arrive at the Contest location. TOSCANO shall select the lab, pay for the testing and make arrangements for the lab to test SILVA and his Team.



10. SILVA and his Team shall have the option, to arrive in Guadalajara two (2) weeks prior to the Contest to adjust to altitude. However, TOSCANO shall not be required to provide and pay for any hotel accommodations or meals for SILVA and the Team members until the start of fight week per Paragraph 29 below. SILVA will comply with TOSCANO's instructions regarding the quarantine "bubble".

11 On June 14, 2021, SILVA and no more than six (6) of his Team shall be required to enter and remain in a quarantine "bubble" at the Riu Hotel Guadalajara until the Contest. TOSCANO shall instruct SILVA and his Team as to the protocol while in the bubble. SILVA and his Team shall follow these instructions. TOSCANO shall provide all meals and necessities to SILVA and his Team during travel to/from and while in Mexico. TOSCANO shall take reasonable precautions to see that the Contest and any other in-person services by SILVA comply with, and will require all attendees thereof ("Attendees") to observe, all then-current applicable COVID-19 local government mandates and protocols.

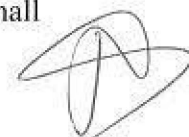
12. All visas and other governmental documentation necessary for SILVA to participate in the Contest shall be the responsibility of TOSCANO except that SILVA shall be required to present a valid passport. TOSCANO shall not be responsible for visas and other governmental documentation necessary for SILVA's Team members.

13. SILVA shall attend and participate in the following pre-Contest promotional events to be arranged by TOSCANO:

- a) A Zoom call with Julio Cesar Chavez, Jr. on May 23, 2021 at a time to be determined by TOSCANO.
- b) The weigh-in on June 18, 2021 in Guadalajara at a time and address to be determined by TOSCANO.
- c) TOSCANO reserves the right to add a reasonable number of mutually agreed promotional events and press interviews on dates, times and at locations to be determined by TOSCANO, and SILVA shall attend and participate in all such events.

14. SILVA shall attend and participate in a post-Contest press conference to be held immediately after the Contest.

15. SILVA and Keith Schoen shall arrange, coordinate and produce the first two press releases after the execution of this agreement. SILVA shall have 24 hours to review and approve all bios, photo images, and likeness of all marketing and advertising materials relating thereto, as well as approval of any on-camera interview personnel relating thereto. Such approval shall not be unreasonably withheld. Thereafter, TOSCANO and Keith Schoen shall arrange, coordinate and produce at its sole cost and expense all subsequent press releases and approve bios, photo images, and likeness of all marketing and advertising materials relating thereto, as well as approval of any on-camera interview personnel relating thereto. All of the foregoing uses of materials which include SILVA's name, portrait, likeness, voice and biographical material shall



be subject to the prior written approval of SILVA in each instance and in connection with each proposed use. SILVA shall have 24 hours to review and approve the foregoing materials. Such approval by SILVA shall not be unreasonably withheld.

16. SILVA shall provide Keith Schoen with between 20 and 50 hi-resolution photos for advertising and promotional purpose subject to TOSCANO's obligation to secure and pay for any and all third-party consents, rights and clearances for the intended use of such photos.

17. The parties shall agree on a time and place in Los Angeles, California for a commercial photo shoot to take place within one week after the execution of this Agreement. The photographer and director shall be chosen and paid for by TOSCANO in consultation with SILVA. The wardrobe, stylist and groomer shall be hired and paid for by TOSCANO directly. The approved photographer is Chris Farina, the approved groomer is Natalie Davidson and the approved stylist is TBD.

18. SILVA shall have private separate and fully equipped locker room on site including but not limited to shower, toilet, massage table, stationary bike, towels, bottled water, and secured lockers for SILVA and his personnel.

19. TOSCANO shall provide three SUVs to transport SILVA to and from his home and the airport in Los Angeles, to and from the airport and hotel in Guadalajara, and to and from the hotel and Contest venue. TOSCANO shall provide one SUV in Guadalajara to be always on call upon reasonable notice.

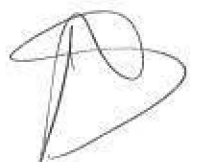
20. During fight week TOSCANO shall engage and pay for local security in Guadalajara for SILVA and his Team. In addition, SILVA shall personally engage a Los Angeles based personal security person (Luq Watkins- LAPD) for the duration of trip, but production agrees to allow SILVA's security person to liaise with the TOSCANO engaged local based security on the ground in Guadalajara for needed security advances.

21. Intentionally Omitted.

22. SILVA to have written approval of any and all branding collaborations relating to footwear, fight wear, on walk to ring apparel and sports drinks for himself relating to the Contest prior to ring, in ring, and post ring. Fees and all terms and conditions relating thereto to be negotiated separately and in good faith as well as any proposed paid meet and greets. SILVA has the right to wear any pre-fight and in ring apparel as chosen and is not obligated to consider or agree to any paid collaborations proposed by TOSCANO.

23. Before the Contest, each Contestant shall submit to HIV and Hepatitis testing at a mutually agreed upon medical laboratory.

24. At least three times per week during the Term, SILVA shall use Instagram and Twitter to post material promoting the Contest (all material to be approved by SILVA). Said material shall be approved by TOSCANO prior to posting. These posts shall contain material of



SILVA personally addressing his fans and training footage, as well as material provided by TOSCANO. Each post will be tagged with @borixtecaboxing, @toscanoboxingpromotions and @gstreaming. SILVA agrees not to disseminate any other promotional materials via any form of media or to participate in any press conference or interview promoting the Contest without the prior written consent of TOSCANO. At the request of TOSCANO, SILVA shall allow pre-approved media and camera crews reasonable access to his camp for interviews, filming and other promotional purposes, subject to SILVA's approval of all details (including time and manner of access) and TOSCANO's adherence to any reasonable restrictions and guidelines as stipulated by SILVA.

25. If the Commission shall decide that SILVA did not enter into this Agreement in good faith, or is guilty of an act detrimental to the interest of boxing, or the public interest, convenience, or necessity, SILVA shall not be entitled to the within stated compensation, or any part thereof except that Company shall remain entitled to the full Fee if SILVA has commenced the Contest after the bell for the first round and is not otherwise in breach of the Agreement and is not in breach of the Commission Contest rules. SILVA acknowledges and consents to all decisions rendered by the referee and/or the Commission.

26. If SILVA is disqualified during the Contest by engaging in conduct in violation of the Commission rules, but which would otherwise be legal under the rules governing Mixed Martial Arts, he shall forfeit one hundred percent (100%) of his purse to TOSCANO. This clause shall additionally apply to SILVA's opponent.

27. TOSCANO and SILVA agree to fulfill, in good faith, the terms and conditions of this Agreement during the period covered by this Agreement and agree not to do anything to lessen the present value of the Contest. SILVA agrees not to enter into any other boxing contest or mixed martial arts contest prior to the one herein agreed to. In the event of such conduct by SILVA, TOSCANO shall, in addition to any other legal or equitable remedies available, have the option of modifying or canceling this Agreement.

28. In the event SILVA shall become a) disabled and/or injured or becomes unable and/or unwilling for any reason whatsoever to participate in or train for the Contest or, b) should SILVA be prevented from participating in the Contest due to any athletic commission or boxing commission order affecting SILVA or or, c) if SILVA shall wrongfully fail to participate in the Contest or, e) if SILVA is in material breach or default hereunder, then TOSCANO may, in addition to any other rights and remedies it may have, cancel this Agreement without liability to TOSCANO.

29. For the Contest, TOSCANO shall provide, at no cost to SILVA, round-trip transportation from SILVA's home city to the site of the Contest, lodging, meals and Contest tickets as follows:

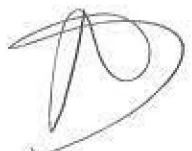
- a) Private Jet: TOSCANO shall charter for SILVA a private jet with a seating capacity of seven (7). SILVA shall have the right to approve the charter company, which must be based in the United States.

A handwritten signature in black ink, appearing to be the initials 'AS' or similar, enclosed within a circular scribble.

- b) Hotel Rooms: Commencing June 14, 2021, and continuing until June 20, 2021 ("fight week") TOSCANO shall provide SILVA with the presidential suite and six (6) standard rooms for his Team at the Riu Hotel .
- c) Meals: TOSCANO shall provide all meals for SILVA and six (6) of his Team on travel days and during fight week while in Mexico.
- d) Contest Tickets: TOSCANO shall provide SILVA with thirty (30) complementary tickets to the Contest which shall include four front-row, ringside seats and any needed credentials. SILVA may purchase additional tickets at face value.
- e) Ring Size: TOSCANO shall provide a 24 x 24 regulation ring size for the Contest.
- f) Gloves: Two weeks before the Contest, SILVA shall designate in writing to TOSCANO his brand and color choice to TOSCANO and TOSCANO shall provide three (3) different style choices (at regulation of 10oz) of such brand and color to SILVA to choose from. SILVA shall advise TOSCANO within 24 hours of his style choice and thereafter TOSCANO will provide three (3) sets of identical sets of gloves for SILVA to choose from. TOSCANO shall ensure that the gloves used for the Contest for both SILVA and his opponent are regulation of ten (10) oz.

30. Subject to Paragraph 13 herein relating to pre-Contest press conferences, SILVA grants to TOSCANO the exclusive worldwide rights in perpetuity to the Contest promoted under the terms of this Agreement, in perpetuity, including the unrestricted right to telecast, photograph, record, electronically transmit, live stream or otherwise reproduce the Contest (in whole or in part) and the events immediately preceding and following the Contest and between the rounds in any and all media in or by any manner, method or device (now know or hereafter devised), including, without limiting the generality of the foregoing, the unlimited and unrestricted right to telecast the Contest by means of live or closed circuit television, paid, subscription or toll television, films, tapes, electronic transmission on the Internet, broadband, video-on-demand, or otherwise, for Contest in all media and in all languages, whether for theatrical Contest or for sale, lease or license or home use, including audio and audio-visual cassettes, "EVR," holograms and the unlimited right to deal with any or all the foregoing, and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing subject to TOSCANO's obligation to obtain any and all required and necessary licenses and third party rights and clearances in connection with its promotion and exploitation of the Contest.

31. Subject to Paragraph 13 herein relating to pre-Contest press conferences, TOSCANO and its licensees shall have the right and may grant to others the right to reproduce, print, publish, electronically transmit or disseminate in any medium the name, and approved: portrait, likeness, voice and biographical material concerning SILVA (the "SILVA Intellectual Materials") for the purpose of advertising and/or promoting and/or exploiting the Contest, including on a World Wide Web site or by any other means via the Internet, souvenir programs,

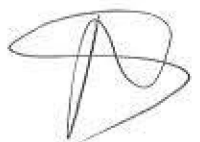


Contest programs, posters, banners, buttons, and for pre-approved tee-shirts, hats, coins and other souvenir products. In addition, TOSCANO and its licensees shall have the right to reproduce, print, publish, electronically transmit or disseminate in any media the name, and the SILVA Intellectual Materials (i) as news or information purposes; and (ii) up to thirty (30) seconds of Contest highlight footage for TOSCANO's own promotional purposes. The rights granted in this Section shall include the right to shoot videotaped footage of SILVA training for the Contest and to televise or disseminate same to the media.

32. SILVA hereby acknowledges and agrees that the services to be rendered or furnished by him hereunder and the rights granted to TOSCANO by this Agreement are of a special, unique, unusual and extraordinary character, giving them peculiar value, the loss of which would cause irreparable damage or injury that cannot not be reasonably or adequately compensated by damages in an action at law. Any equitable relief sought or obtained by TOSCANO shall be in addition to and without prejudice to any other rights or remedies which TOSCANO may have.

33. SILVA represents, warrants and agrees that he is free to enter into this Agreement, and has not heretofore entered into and will not, during the Term participate in or announce any other conflicting agreement or any other athletic contest without the approval of TOSCANO (not to be unreasonably withheld or delayed) and that there is, in fact, no agreement in existence that conflicts with the provisions hereof or which grants any similar or conflicting right which would or might interfere with SILVA's full and complete performance by SILVA of the obligations hereunder or the free, unimpaired exercise by TOSCANO of any of the rights herein granted to it. SILVA acknowledges that TOSCANO is entering into this Agreement in reliance upon the foregoing warranties, representations, and covenants, and SILVA agrees to indemnify and hold harmless TOSCANO from and against any and all liabilities, obligations, damages, penalties, third party claims, actions, suits, costs and expenses (including, without limitation, reasonable attorney's fees) of any kind and nature which are imposed upon or incurred by TOSCANO relating to or arising out of any breach of the above representations or warranties. TOSCANO represents and warrants that (i) it shall comply with all applicable laws, statutes, regulations, orders and ordinances with respect to its performance of this Agreement, including, without limitation, with respect to all materials created hereunder in connection with its promotion and exploitation of the Contest, which shall not infringe upon the rights and/or interests of any third party, and TOSCANO agrees to indemnify and hold harmless SILVA from and against any and all liabilities, obligations, damages, penalties, third party claims, actions, suits, costs and expenses (including, without limitation, reasonable attorney's fees) of any kind and nature which are imposed upon or incurred by SILVA relating to or arising out of (i) any breach by TOSCANO of this Agreement; (ii) the production, broadcast, exploitation, or other use by or on behalf of TOSCANO of the materials produced by or at the direction of TOSCANO pursuant to this Agreement; or (iii) a breach of the above representation and warranty.

34. TOSCANO shall obtain and maintain, from the date hereof through completion of the Contest, commercial general liability insurance (including a contractual liability endorsement) with (i) per occurrence limits of not less than Two Million US Dollars (US\$2,000,000) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence and (ii) an aggregate limit of no less than Two Million US Dollars (US\$2,000,000), (iii) business automobile liability insurance covering all owned, non-owned and hired



vehicles The foregoing general liability insurance policies shall add SILVA and their respective agents and employees as "additional insureds" as respects the operations of the named insured. TOSCANO's commercial general liability insurance shall be deemed to be primary for all matters arising out of the Contest.

35. If SILVA's or TOSCANO's performance hereunder is prevented, materially interrupted, rendered impossible, unsafe, or unfeasible, or the Contest is cancelled due to an Act of God, any act or regulation of an applicable public authority or bureau, civil tumult, labor difficulties, war conditions or emergencies, epidemic or pandemic (including Covid-19), inclement weather (severe enough to create a threat to public safety and/or individuals present at the Contest, based on the determination of local public authorities), interruption or delay in SILVA's transportation services, death, illness or accident to SILVA or any of its immediate family or any other cause beyond the reasonable control of the affected party (each a "Force Majeure Event"), it is understood and agreed that the parties' respective obligations shall be deemed waived, and there shall be no claim for damages by either party. Upon the occurrence of a Force Majeure Event, (i) Company shall retain and shall not be obligated to return the Training Expenses to TOSCANO; and (ii) the parties shall in good faith negotiate a rescheduling of the Contest to take place within four (4) months of the Force Majeure Event, under the same terms and conditions as set forth herein, except that training expenses for SILVA in connection with the rescheduled Contest shall be deducted from his Fee. For the avoidance of doubt, even if the Contest is not rescheduled, Company shall nonetheless retain the Training Expenses.

36. Unless due to SILVA's uncured material breach of this Agreement, if TOSCANO fails to perform any material obligation hereunder, or if TOSCANO reschedules or otherwise materially changes the terms of the Contest without SILVA's prior written consent, then SILVA may, after giving TOSCANO written notice and a reasonable amount of time to cure any material breach, elect to terminate this Agreement, shall not have any obligation to perform under this Agreement and SILVA may, at its sole option, elect to terminate this Agreement at any time after such default after giving TOSCANO written notice of the breach and a reasonable opportunity thereafter to cure. If cancellation is so elected, SILVA shall retain any portion of the Fee already received and TOSCANO shall immediately remit the full balance of the Fee hereunder.

37. SILVA agrees to equip himself with a foul-proof guard. This guard shall be of SILVA's own selection, and of a type to be approved by the Commission. This equipment requirement obviates any claims being made for low blows during the Contest. It is therefore expressly understood that this Contest shall not to be terminated by a low blow, as the protector selected by SILVA is, in SILVA's opinion, sufficient to protect against any so-called "low blow" and/or similar illegal blows which might temporarily incapacitate SILVA.

38. Nothing in this Agreement shall be construed as creating an employer/employee relationship of any kind between TOSCANO and SILVA, or as appointing TOSCANO as SILVA's agent. It is intended that SILVA shall remain an independent contractor, responsible for his own actions and expenses, including trainers, manager, sparring partners, training facility, equipment and professional membership and sanctioning fees. SILVA shall select his own managers and trainers. SILVA shall be exclusively liable for any payments due to his manager,



trainers, and other support personnel. SILVA explicitly acknowledges that nothing in this Agreement creates a fiduciary obligation to SILVA by TOSCANO.

39. TOSCANO shall have the right at its election to obtain life or other insurance upon SILVA in such amounts as TOSCANO may determine at its own cost and expense, including, but not limited to, insurance against the failure of SILVA to appear and to participate in the Contest promoted pursuant to the terms of this Agreement. SILVA shall have no right, title, or interest in such insurance. SILVA agrees to reasonably cooperate with TOSCANO in obtaining such insurance including submitting to such physical or other examinations of SILVA. SILVA shall have the right to choose from a list of United States doctors provided by the life insurance company. The results of any such physical examinations shall be kept strictly confidential.

40. SILVA, and TOSCANO hereby agree and consent to exclusive personal jurisdiction in San Diego, California and agree that all claims that arise under or in any way relate to the Agreement, the inducement, or performance thereof, shall be commenced and tried in the San Diego Superior Court, County of San Diego, California. SILVA acknowledges that his agreement and consent to exclusive jurisdiction in the County of San Diego as to where he may sue or be sued with regard to any claims arising out of or relating to this Agreement is material consideration to TOSCANO to entering into this Agreement. SILVA further consents and agrees that service of process upon him may be effected pursuant to personal delivery or certified or registered mail, return receipt requested, at the address set forth for notices to such party in this Agreement or by any other method of service acceptable under the laws of the State of California and expressly waives the benefit of any contrary provision of foreign law.

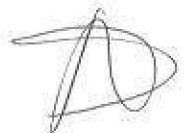
41. SILVA acknowledges that he will participate in the Contest promoted hereunder to the best of his ability, that he shall prepare and honestly compete by exercising his maximum skill, and that there is no impairment to him doing so. In the event that any impediment to SILVA's performance should arise, he shall immediately notify TOSCANO. Without limiting any of TOSCANO's rights or remedies under law or equity, if TOSCANO believes in its good faith judgment, based upon demonstrable facts, that SILVA cannot give, will not give, or has not given an honest Contest of SILVA's maximum skills, TOSCANO may terminate this Agreement.

42. All notices, elections, payments or other communications to be sent to the parties hereto shall be addressed and sent by certified or registered mail (return receipt requested and postage prepaid) or by confirmed email as follows:

SILVA: 2780 Skypark Drive #230, Torrance, CA 90505
Email: christian.maeder@raymondjames.com

TOSCANO: 1080 N. Main Street, Manteca, CA 95336
Email: jtoscano@toscanoboxingpromotions.com

43. TOSCANO shall have the right to assign, lease or transfer any or all of the rights granted to it herein to any person, firm or corporation provided that such assignee will assume all representations, warranties, indemnification and other obligations of TOSCANO under this



Agreement. The obligations of SILVA hereunder are personal to HIM, and neither the benefits nor the duties of SILVA hereunder may be assigned, pledged or transferred for any reason.

44. SILVA acknowledges that he has read and understands the provisions of this Agreement and that he has had the opportunity to have independent counsel or advisers (a) explain the implications of the commercial relationship between SILVA and TOSCANO and (b) answer any questions SILVA has or may have had with respect to the terms of this Agreement and the parties' respective rights and obligations. Based upon the foregoing, SILVA acknowledges that this Agreement is fair and reasonable, and that he believes it to be in his best interests to enter into this Agreement.

45. This agreement sets forth the entire agreement among the parties and supersedes and replaces all prior and contemporaneous warranties, representations and agreements, whether written or oral, and whether made by the parties themselves or by their agents. There are no other agreements or promises made by the parties to each other apart from those contained in this Agreement. This Agreement may be modified only by writing and signed by all of the parties.

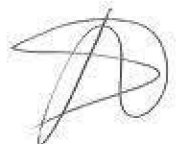
46. The Parties hereby agree that they will not, without compulsion of legal process, disclose to any third party any of the terms of this Agreement, including the amounts referred to herein, except that the Parties may disclose such information to their attorneys, accountants or other professional advisors to whom disclosure is necessary to effect the purposes for which they consulted such professional advisor(s). The Parties agree that, in connection with any disclosure permitted hereunder, they shall cause such third party to whom disclosure has been made to agree to comply with this covenant of confidentiality and non-disclosure and, in the event such third party breaches this covenant of confidentiality and non-disclosure, such breach shall be deemed to have been committed by the Party who made the disclosure to the third party.

47. This Agreement may be executed in counterparts, each of which may be comprised of original signatures, or copies or facsimiles thereof, but all of which shall, taken together, constitute the same Agreement and, in pleading or proving any provision of the Agreement, it shall not be necessary to produce more than one such counterpart.

48. In the event that any aspect of this Agreement is deemed by a Court of competent jurisdiction to be invalid for any reason, this Agreement shall remain in full force and effect with the sole exception of the portion(s) deemed invalid. In addition, in the event that any Court finds a provision to be invalid, the parties will request the Court modify such provision so as to apply the terms of such provision to the maximum extent provided by law.

49. The parties agree that this Agreement shall not be deemed to have been drafted by any one party, and that no ambiguity in the Agreement should be construed as a matter of law for or against any party.

50. The Parties agree that the laws of the State of California govern the terms and enforceability of this Agreement.



51. In the event that any party shall institute any action or proceeding against another party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover their expenses, including reasonable attorneys' fees, in addition to any other relief to which the party is found entitled.

52. The parties understand and agree that this Agreement, including constitutes the entire Agreement between the parties and that this Agreement supersedes any and all prior oral or written agreements and understandings. No warranty, representation, condition, understanding or agreement of any kind with respect to the subject hereof shall be relied upon by the parties unless incorporated herein. Notwithstanding any other provision contained herein, this Agreement may be pled as a thorough and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of the provisions contained herein.

53. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance be granted, except by mutual agreement and written instrument signed by the parties.

54. No waiver or breach of any Agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

Date: 05/14/21

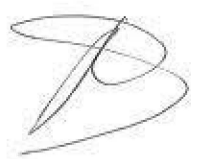

ANDERSON SILVA
ENTERPRISES, INC.

By: ANDERSON SILVA

Date: _____

TOSCANO BOXING
PROMOTIONS, INC.

By: _____
Jorge Toscano, Its Chief
Executive Officer



51. In the event that any party shall institute any action or proceeding against another party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover their expenses, including reasonable attorneys' fees, in addition to any other relief to which the party is found entitled.

52. The parties understand and agree that this Agreement, including constitutes the entire Agreement between the parties and that this Agreement supersedes any and all prior oral or written agreements and understandings. No warranty, representation, condition, understanding or agreement of any kind with respect to the subject hereof shall be relied upon by the parties unless incorporated herein. Notwithstanding any other provision contained herein, this Agreement may be pled as a thorough and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of the provisions contained herein.

53. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance be granted, except by mutual agreement and written instrument signed by the parties.

54. No waiver or breach of any Agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.

Date: _____

ANDERSON SILVA
ENTERPRISES, INC.

By: _____

Date: _____

TOSCANO BOXING
PROMOTIONS, INC.


DocuSigned by:
By:  _____
Jorge Toscano, Its Chief
Executive Officer

EXHIBIT B



June 14, 2021

TOSCANO BOXING PROMOTIONS, INC. and ANDERSON SILVA AGREEMENT AMENDMENT

Reference is made to the fully executed agreement of March, 2021 (“Agreement”) between Toscano Boxing Promotions, Inc. (“Toscano”) and Anderson Silva Enterprises, Inc. (“Company”) f/s/o Anderson Silva (“Silva”), setting forth all terms and conditions relating to the Event as described in the Agreement. All capitalized terms herein shall have the same meaning as set forth in the Agreement unless otherwise specified herein.

This amendment letter (“First Amendment to the Agreement”) shall serve to amend and modify the Agreement as follows:

- **Section 6. b)** of the Agreement shall be replaced with the following:
 - (i) The fee to Company is One Million Six Hundred Thousand US Dollars (USD \$1,600,000) (the “Fee”), which shall be payable to Company from TOSCANO as follows:
 - (ii) A deposit in the amount of **One Million US Dollars (\$1,000,000)** (“Deposit”), shall be wired by TOSCANO, without any deductions for taxes, fees, levies, or union dues what-so-ever, to ICM’s trust account to be held in trust by ICM, to be received by ICM not later than forty eight (48) hours prior to the Contest (**as evidenced by ICM’s receipt of bank wire confirmation from TOSCANO’s bank not later than the morning of June 17, 2021 and receipt of funds by ICM’s bank not later than end of business day on June 17, 2021**). The Deposit may be released to SILVA no earlier than the second business day after the completion of the Contest, unless SILVA receives notice from TOSCANO pursuant to Paragraph 42 hereof that SILVA is in breach of this Agreement. If SILVA receives such notice of breach, then SILVA shall immediately give written notice to ICM instructing it not to release any of the Fee until the breach is resolved and ICM receives written notice from TOSCANO authorizing its release. The provisions of this Paragraph shall not affect any rights SILVA may have under Paragraph 36 hereof.
 - (iii) The balance of the Fee, in the amount of **Six Hundred Thousand US Dollars (\$600,000)**, shall be wired by TOSCANO, without any deductions for taxes, fees, levies, or union dues what-so-ever, to ICM’s trust account, **to be received not later than fourteen (14) business days following the CONTEST**. The Fee balance shall be released to SILVA immediately upon ICM’s receipt thereof.

Where there is a conflict between this First Amendment to the Agreement and the Agreement, the terms of this First Amendment to the Agreement shall supersede and control. Except as provided herein, all other terms and conditions of the Agreement (including, without limitation, the remainder of Section 6) shall remain in full force and effect.

This First Amendment to the Agreement is effective upon full execution by the parties. By their signatures below, the parties represent and warrant that they have full authority to bind each respective party to this First Amendment to the Agreement.

ACCEPTED AND AGREED TO:

ACCEPTED AND AGREED TO:

Toscano Boxing Promotions, Inc

Anderson Silva Enterprises, Inc.

By: _____

By: _____

EXHIBIT C

SECOND AMENDMENT TO BOXING CONTEST AGREEMENT BETWEEN TOSCANO BOXING PROMOTIONS, INC. AND ANDERSON SILVA

The Boxing Contest Agreement Between Toscano Boxing Promotions, Inc. and Anderson Silva dated March 2021, and the Toscano Boxing Promotions, Inc. and Anderson Silva Agreement Amendment thereto dated June 14, 2021 (collectively “Agreement”) is further amended as follows.

Section 6. b) of the Agreement shall be replaced with the following:

- (i) The fee to Company is One Million Seven Hundred Thousand US Dollars (USD \$1,700,000) (the “Fee”), which shall be payable to Company from TOSCANO as follows:
- (ii) A deposit in the amount of One Million US Dollars (\$1,000,000) (“Deposit”), shall be wired by TOSCANO, without any deductions for taxes, fees, levies, or union dues what-so-ever, to ICM’s trust account to be held in trust by ICM, to be received by ICM not later than forty eight (48) hours prior to the Contest (as evidenced by ICM’s receipt of bank wire confirmation from TOSCANO’s bank not later than the morning of June 17, 2021 and receipt of funds by ICM’s bank not later than end of business day on June 17, 2021). The Deposit may be released to SILVA no earlier than the second business day after the completion of the Contest, unless SILVA receives notice from TOSCANO pursuant to Paragraph 42 hereof that SILVA is in breach of this Agreement. If SILVA receives such notice of breach, then SILVA shall immediately give written notice to ICM instructing it not to release any of the Fee until the breach is resolved and ICM receives written notice from TOSCANO authorizing its release. The provisions of this Paragraph shall not affect any rights SILVA may have under Paragraph 36 hereof.
- (iii) The balance of the Fee, in the amount of Seven Hundred Thousand US Dollars (\$700,000), shall be wired by TOSCANO, without any deductions for taxes, fees, levies, or union dues what-so-ever, to ICM’s trust account, to be received not later than fourteen (14) business days following the CONTEST. The Fee balance shall be released to SILVA immediately upon ICM’s receipt thereof.

Where there is a conflict between this Second Amendment to the Agreement, the First Amendment to the Agreement, or the Agreement, the terms of this Second Amendment shall supersede and control. Except as provided herein, all other terms and conditions of the Agreement (including, without limitation, the remainder of Section 6) shall remain in full force and effect.

This Second Amendment to the Agreement is effective upon full execution by the parties. By their signatures below, the parties represent and warrant that they have full authority to bind each respective party to this Second Amendment to the Agreement.

ACCEPTED AND AGREED TO:

ACCEPTED AND AGREED TO:

Toscano Boxing Promotions, Inc

Anderson Silva Enterprises, Inc.

By: _____

By: _____