

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

WILD BUNCH MANAGEMENT LLC,

Plaintiff,

v.

Case No.: D-202-CV-2018-00806

RAY BORG,

Defendant.

PLAINTIFF'S FIRST AMENDED COMPLAINT FOR DAMAGES

Defendant has breached a Fighter Management Agreement and Covenant Not to Compete, from these breaches of contract and intentional misrepresentations of material facts, Defendant has been unjustly enriched and Plaintiff has suffered actual, incidental, and consequential damages.

Jurisdiction, Venue, and Parties

1. Wild Bunch Management LLC is a domestic limited liability corporation whose principal place of business is in Albuquerque, Bernalillo County, New Mexico.
2. Upon information and belief, Defendant Ray Borg is a resident of Placitas, Sandoval County, New Mexico.
3. These contracts were made in and to be performed in Albuquerque, Bernalillo County, New Mexico.
4. This cause of action originated in and indebtedness occurred in Albuquerque, Bernalillo County, New Mexico.
5. Venue is proper in Bernalillo County pursuant to NMSA 1978, § 38-3-1(A).

6. A copy of the contracts at issue will be served on the Defendant with this Complaint.

Facts

7. On August 1, 2013, Wild Bunch Management LLC and Mr. Borg entered into a Fighter Management Agreement (“Agreement”).

8. The contractual relationship of the Agreement was for a period of three (3) years and renewed automatically unless revoked in writing 90 days before the expiration of the contract.

9. Under the Agreement, Wild Bunch Management LLC promised to manage and promote the Mr. Borg’s career in the world of Professional Mixed Martial Arts (“MMA”), consult and manage Mr. Borg’s training and physical condition, and arrange for at least three (3) MMA bouts per year at a competitive rate with the Defendant’s popularity, skill, and ranking.

10. In return, Mr. Borg promised to pay Wild Bunch Management LLC according to terms stated in the Agreement.

11. Specifically, Mr. Borg promised to pay Plaintiff twenty percent (20%) of Mr. Borg’s gross ring/cage earnings (including wins, show, and bonuses) totaling \$9,999 or less, and ten percent (10%) for any bonuses exceeding \$10,000.00, plus New Mexico Gross Receipts Tax.

12. Under this contract, Wild Bunch Management LLC managed Mr. Borg’s training and physical condition, and arranged for the Defendant to have a five-bout contract with ZUFFA, LLC.

13. After Wild Bunch Management LLC negotiated Mr. Borg's five-bout contract with ZUFFA, LLC and shortly after Mr. Borg's first scheduled bout under the contract, Mr. Borg unexpectedly severed ties with Wild Bunch Management, LLC.

14. Mr. Borg's departure was done without notice and not pursuant to the Agreement.

15. Mr. Borg has had the following scheduled bouts under the ZUFFA, LLC contract negotiated by Wild Bunch Management, LLC:

- a. July 30, 2016, UFC 201: Lawler vs. Woodley (*Ray Borg vs. Freddy Serrano*)
- b. September 10, 2016, UFC 203: Miocic vs. Overeem (*Ray Borg vs. Ian McCall*)
- c. December 30, 2016, UFC 207: Nunes vs. Rousey (*Ray Borg vs. Louis Smolka*)
- d. March 11, 2017, UFC Fight Night 106: Belfort vs. Gastelum (*Ray Borg vs. Jussier Formiga*)
- e. October 7, 2017, UFC 216: Ferguson v. Lee (*Ray Borg vs. Demetrious Johnson*)

16. Mr. Borg received earnings for the latter four of these bouts.

17. Mr. Borg has not paid Plaintiff's share of the earnings received from any of these bouts.

18. On March 1, 2014, Wild Bunch Management LLC and Mr. Borg entered into a Covenant Not to Compete.

19. The Covenant provided that for a period of one (1) year from the date of termination or resignation of employment with Wild Bunch Management LLC Mr. Borg would not engage in martial arts instruction within a 50-mile radius of Wild Bunch Management LLC's Fit NHB Fight Gym.

20. Upon information and belief, Mr. Borg has breached the Covenant by teaching martial arts within the above-mentioned mile radius and time frame.

21. The material breaches of the Fighter Management Agreement and Covenant Not To Compete have subjected Wild Bunch Management LLC immediate and irreparable injury and financial harm.

First Claim for Relief: Fraud

22. Mr. Borg intentionally misrepresented that he would meet his financial obligations under the Fighter Management Agreement.

23. The falsity of the representation was known to Mr. Borg and/or was recklessly made.

24. Mr. Borg made such misrepresentation(s) with the intent to deceive and to induce Wild Bunch Management LLC to rely on the representation.

25. Wild Bunch Management LLC did in fact rely on Mr. Borg's misrepresentations.

26. Wild Bunch Management LLC has suffered harm in the form of actual, incidental, and consequential damages because of these misrepresentations.

Second Claim for Relief: Breach of Contract
(As to the Fighter Management Agreement)

27. Plaintiff incorporates and realleges by reference all foregoing allegations.

28. Wild Bunch Management LLC and Mr. Borg entered into a Fighter Management Agreement on or about August 1, 2013.

29. Mr. Borg failed to perform his contractual obligation when that performance was called for.

30. As a direct and proximate result of said breach of contract, Wild Bunch Management LLC has suffered damages in an amount to be proven at trial.

Third Claim for Relief: Breach of Contract
(As to the Covenant Not To Compete)

31. Plaintiff incorporates and realleges by reference all foregoing allegations.

32. Wild Bunch Management LLC and Mr. Borg entered into a Covenant Not To Compete on or about March 1, 2014.

33. Mr. Borg did not honor the terms of the Covenant Not To Compete and breached the agreement

34. As a direct and proximate result of said breach of agreement, Wild Bunch Management LLC has suffered damages in an amount to be proven at trial.

Fourth Claim for Relief: Violations of the Uniform Trade Secret Act
(As to the Covenant Not To Compete)

35. Plaintiff incorporates and realleges by reference all foregoing allegations.

36. Mr. Borg acquired trade secrets of Wild Bunch Management LLC and knew or had reason to know that these trade secrets were acquired by improper means.

37. Mr. Borg disclosed these trade secrets without express or implied consent of Wild Bunch Management LLC.

38. At the time of the disclosure and use, Mr. Borg knew or had reason to know that he had utilized improper means to get the trade secrets.

39. Mr. Borg acquired the trade secrets under circumstances giving rise to a duty to maintain its secrecy or use.

40. Mr. Borg owed a duty to Wild Bunch Management LLC to maintain its secrecy or limit its use.

41. Mr. Borg willfully and maliciously misappropriated these secrets and Wild Bunch Management LLC is entitled to damages in an amount to be determined at trial, doubled.

Fifth Claim for Relief: Malicious Breach of the Covenant of Good Faith and Fair Dealing

42. Plaintiff incorporates and realleges by reference all foregoing allegations.

43. Mr. Borg's actions constitute a malicious breach of the covenant of good faith and fair dealing that he owed to the Wild Bunch Management LLC.

44. As a direct and proximate result of said breach, Wild Bunch Management LLC has been harmed in an amount to be proved at trial.

Request for Relief

Plaintiff requests that the Court award:

- A. Actual, incidental, consequential, and punitive damages;
- B. Damages, doubled, for violations of the Uniform Trade Secrets Act;
- C. Attorney fees and costs;
- D. Pre- and post-judgment interest; and
- E. All other just and proper relief.

Respectfully Submitted,

LAW OFFICE OF RYAN D. BAUGHMAN, LLC

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