

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER**

MINUTE ORDER

DATE: 08/06/2021

TIME: 11:00:00 AM

DEPT: C19

JUDICIAL OFFICER PRESIDING: Walter Schwarm

CLERK: Stacie Turner, Tamara Stiltz

REPORTER/ERM: Patrick Richard Brezna-5288 CSR# 5288

BAILIFF/COURT ATTENDANT: Jesus O. Lopez

CASE NO: **30-2021-01207553-CU-BC-CJC** CASE INIT.DATE: 06/25/2021

CASE TITLE: **Paradigm Sports Management, LLC vs. Pacquiao**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Breach of Contract/Warranty

EVENT ID/DOCUMENT ID: 73577693

EVENT TYPE: Motion for Preliminary Injunction

MOVING PARTY: Paradigm Sports Management, LLC

CAUSAL DOCUMENT/DATE FILED: Motion for Preliminary Injunction, 07/30/2021

APPEARANCES

Kilay Reinfeld, President, David Fish, Counsel, John Meehan, Inside Counsel, Plaintiff, present remotely.

Joshua Rosenberg, Dale Kinsella and Allen Secretov, from KINSELLA WEITZMAN ISER KUMP HOLLEY LLP, present for Cross - Complainant, Defendant(s) remotely.

John Schwab, Martin Estrada and Brad Brian, from Munger, Tolles & Olson LLP, present for Interested Party(s) remotely.

Judd Burstein and Steven N. Gordon, from Judd Burstein, P.C., present remotely for Plaintiff.

Jordan Lee, present remotely for Plaintiff.

Tentative Ruling posted on the Internet.

In open court. Counsel are present as indicated above.

Privately retained Court Reporter is present as indicated above.

Oral arguments heard.

The Court modifies the tentative ruling as follows:

Plaintiff's (Paradigm Sports Management, LLC) Motion for Preliminary Injunction (Motion), filed on 7-20-21 under ROA No. 123, is **DENIED**.

"In deciding whether to issue a preliminary injunction, a trial court must evaluate two interrelated factors: (i) the likelihood that the party seeking the injunction will ultimately prevail on the merits of his [or her] claim, and (ii) the balance of harm presented, i.e., the comparative consequences of the issuance and nonissuance of the injunction. [Citations.]" (*Common Cause v. Board of Supervisors* (1989) 49 Cal.3d 432, 441-442; footnote 7 omitted.) "A trial court deciding whether to issue a preliminary injunction weighs two interrelated factors—the likelihood the moving party will prevail on the merits at trial *and* the relative balance of the interim harms that are likely to result from the granting or denial of preliminary injunctive relief. [Citations.]" (*County of Kern v. T.C.E.F., Inc.* (2016) 246 Cal.App.4th 301, 315.) "These two showings operate on a sliding scale: '[T]he more likely it is that [the party seeking the injunction] will ultimately prevail, the less severe must be the harm that they allege will occur if the injunction does not issue.' [Citation.]" (*Integrated Dynamic Solutions, Inc. v. VitaVet Labs, Inc.* (2016) 6 Cal.App.5th 1178,

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1183.)

“ [T]he trial court is the judge of the credibility of the affidavits filed in support of the application for preliminary injunction and it is that court's province to resolve conflicts.’ ” (*Yu v. University of La Verne* (2011) 196 Cal.App.4th 779, 787.) *Korean Philadelphia Presbyterian Church v. California Presbytery* (2000) 77 Cal.App.4th 1069, 1084 (*Korean Philadelphia*), states, “An injunction cannot issue in a vacuum based on the proponents’ fears about something that may happen in the future. It must be supported by actual evidence that there is a realistic prospect that the party enjoined intends to engage in the prohibited activity.” *Scripps Health v. Marin* (1999) 72 Cal.App.4th 324, 332-333 (*Scripps*), explains, “Preliminarily, the express codified purpose of a prohibitory injunction is to prevent future harm to the applicant by ordering the defendant to refrain from doing a particular act. (Civ. Code, § 3420; Code Civ. Proc., § 525.) Consequently, injunctive relief lies only to prevent threatened injury and has no application to wrongs that have been completed. [Citation.] It should neither serve as punishment for past acts, nor be exercised in the absence of any evidence establishing the reasonable probability the acts will be repeated in the future. Indeed, a change in circumstances at the time of the hearing, rendering injunctive relief moot or unnecessary, justifies denial of the request. [Citations.] Moreover, *not only can injunctive relief be denied where the defendant has voluntarily discontinued the wrongful conduct [citation], there exists no equitable reason for ordering it where the defendant has in good faith discontinued the proscribed conduct . ‘Thus, to authorize the issuance of an injunction, it must appear with reasonable certainty that the wrongful acts will be continued or repeated.’ [Citation.]*” (*Italics in Scripps.*)

Tahoe Keys Property Owners’ Association v. State Water Resources Board (1994) 23 Cal.App.4th 1459, 1471 (*Tahoe*), provides, “The showing of potential harm that a plaintiff must make in support of a request for preliminary injunctive relief may be expressed in various linguistic formulations, such as the inadequacy of legal remedies or the threat of irreparable injury (compare Civ. Code, § 3422 with Code Civ. Proc., § 526), *but whatever the choice of words it is clear that a plaintiff must make some showing which would support the exercise of the rather extraordinary power to restrain the defendant's actions prior to a trial on the merits. [Citations.] In general, if the plaintiff may be fully compensated by the payment of damages in the event he prevails, then preliminary injunctive relief should be denied. [Citation.]*” (*Footnote 8 omitted.*)

On 9-29-18, Defendant (Emmanuel Dapidran Pacquiao) entered into the “Binding Short Form Agreement” (Agreement) with Intervenor (TGB Promotions, LLC) granting Intervenor the right to “. . . be the exclusive co-promoter for Pacquiao’s immediate next two (2) fights” (Brown Decl., ¶ 12 and Exhibit A; Pacquiao Decl., ¶ 6 and Exhibit A.) The Agreement also granted Intervenor the exclusive option to co-promote a “2nd Fight.” (Brown Decl., ¶ 12 and Exhibit A; Pacquiao Decl., ¶ 6 and Exhibit A.) Pursuant to the 9-29-18 Agreement, Defendant’s “1st Fight” occurred on 1-19-19 with Adrien Broner. (Brown Decl., ¶¶ 12 and 14, and Exhibit A; Pacquiao Decl., ¶¶ 6 and 7, and Exhibit A.) On 4-19-19, Defendant and Intervenor signed a “Second Amendment to Binding Short Form Agreement” (Second Amendment). The Second Amendment designated Defendant’s “. . . next immediate fight . . .” as “Fight 1-A,” and the “. . . next immediate fight after Fight 1-A . . . as the 2nd Fight” (Brown Decl., ¶ 15 and Exhibit C; Pacquiao Decl., ¶ 8 and Exhibit C.) On 2-24-20, Defendant and Intervenor entered into the “Third Amendment to Binding Short Form Agreement” (Third Amendment). (Brown Decl., ¶ 17 and Exhibit D.) The Third Amendment states in part, “. . . The Parties acknowledge and agree that in all respects, the terms and conditions of the Agreement, Amendment and 2nd Amendment have been, are, and shall continue to be valid, operative, enforceable, and in effect, except as expressly amended herein.” (Brown Decl., ¶ 17 and Exhibit D.) The Third Amendment authorized Defendant to negotiate a fight in Saudi Arabia “. . . separate and apart from the Agreement, Amendment and 2nd Amendment. (Brown Decl., ¶ 17 and Exhibit D.) Thus, the Agreement, Second Amendment, and Third Agreement obligated Defendant to three fights with Intervenor.

On 2-8-20, Plaintiff and Defendant entered into a “Partnership Contract” (Original Agreement) for Plaintiff to provide services to Defendant as the “[e]xclusive worldwide partner with respect to the procurement,

negotiation, execution, and management of all employment, opportunities, agreements, and the like for **MP's** professional fighting and promotion services with foreign and domestic professional fighting organizations” (Attar Decl., ¶ 14 and Exhibit 4 (See, § 1(i) of Exhibit 4); Emphasis in Exhibit 4.) Section 1 of the Partnership Contract states, “Scope of Engagement: Commencing on the date of this Agreement, subject to and giving priority to all previous contractual obligations entered into by **MP**, **MP** hereby partners with and engages Paradigm to be **MP's** worldwide representative, to the extent permissible by law, as defined below.” (Attar Decl., ¶ 14 and Exhibit 4 (See, § 1 of Exhibit 4); Emphasis in Exhibit 4.) On 10-11-20, Plaintiff and Defendant entered into a “Partnership Contract” (Amended Agreement). Similar to section 1 of the Original Agreement, section 1 of the Amended Agreement states, “Scope of Engagement: Commencing on the date of this Agreement, subject to and giving priority to all previous contractual obligations entered into by **MP**, **MP** hereby partners with and engages Paradigm to be **MP's** worldwide representative, to the extent permissible by law, as defined below.” (Attar Decl., ¶ 34 and Exhibit 13 (See, § 1 of Exhibit 13); Emphasis in Exhibit 13.) The Amended Agreement provides, “**Fight Contracts** – Paradigm is **MP's** exclusive worldwide partner with respect to the procurement, negotiation, execution, and management of all employment, opportunities, agreements, and the like for **MP's** professional fighting and promotion services with foreign and domestic fighting organizations (collectively, ‘Fight Contracts’), subject to previous contracts already signed and previous negotiations already commenced by **MP** prior to the signing of this contract. (Attar Decl., ¶ 34 and Exhibit 13 (See, § 1 (i) of Exhibit 13); Emphasis and italics in Exhibit 13.) On 10-23-20, Plaintiff and Defendant entered into a “Supplemental Agreement” that amended and superseded sections contained in the Amended Agreement. (Attar Decl., ¶ 35 and Exhibit 14.) At section 21 of the Supplemental Agreement, the parties agreed to a general damages provision that provides a formula in the event of Defendant’s material breach. (Attar Decl., ¶ 35 and Exhibit 14; (See, § 21 of the Supplemental Agreement).)

The Complaint, filed on 6-25-21 under ROA No. 2, alleges causes of action for breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, and declaratory relief. Among other requests, the Motion requests, “A preliminary injunction barring Defendant Emmanuel Dapidran Pacquiao, aka Manny Pacquiao and Pac-Man (‘Pacquiao’), from participating in his scheduled August 21, 2021 bout in Las Vegas against Errol Spence, Jr. (‘Spence Bout’)” (Motion; 6:1-6.) As to the breach of contract cause of action, the Complaint pleads that Defendant breached his agreement with Plaintiff by “. . . entering into an agreement to fight Spence without the knowledge or participation of Paradigm, his exclusive worldwide representative” (Complaint, ¶ 60.) The declaration of Audie Attar states, “As it turned out, however, the breach of contract by Pacquiao at issue in this case the Spence Bout—*i.e.*, a fight against someone other than Garcia. . . .” Thus, the Motion seeks injunctive relief based on Defendant’s alleged breach by entering into an agreement to fight Mr. Spence.

Plaintiff contends, “CCP § 526(a)(4) and (5) provide grounds for a preliminary injunction where pecuniary compensation cannot be reduced to compensation and when damages are extremely difficult to ascertain. While unavailable in a generic employment case, enforcement of a negative covenant is an appropriate remedy in cases for breach of a personal services contract where the services are extraordinary.” (Motion; 11:3-7.) Code of Civil Procedure section 526, subdivision (b), “An injunction cannot be granted in the following cases: . . . [¶] (5) To prevent the breach of a contract the performance of which would not be specifically enforced, other than a contract in writing for the rendition of personal services from one to another where the promised service is of a special, unique, unusual, extraordinary, or intellectual character, which gives it peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law”

Woolley v. Embassy Suites, Inc. (1991) 227 Cal.App.3d 1520, 1533 (*Woolley*), states, “We perceive a second fundamental flaw in the order granting the preliminary injunction. An injunction cannot be granted to prevent the breach of a contract which cannot be specifically enforced. [Citations.] And it is a fundamental rule that specific performance cannot be decreed to enforce a contract for personal services, regardless of which party seeks enforcement. [Citations.]” “The rule against specific performance applies not only to ‘nearly all contracts of continuous employment between a master and

servant' but 'contracts for the rendition of a performance that is of a distinctly personal and non-delegable character. . . . Included within this category are the contracts of actors and artists, *managers*, sales agents, school-teachers, mechanics, cooks, and contracts for the furnishing of personal care and support.' [Citation.]" (*Id.*, at p. 1534; Italics in *Woolley*.)

Here, it appears that Defendant's contract with Plaintiff is a personal services contract ". . . where the promised service is of a special, unique, unusual, extraordinary or intellectual character . . ." (Code Civ. Proc. § 526, subd. (b)(5).) Plaintiff and Defendant do not appear to dispute that Defendant ". . . is widely recognized as one of the greatest boxers of all time . . ." (Attar Decl., ¶ 8; Pacquiao Decl., ¶ 4.) Thus, it appears that Plaintiff's contract with Defendant may fall within Code of Civil Procedure section 526, subdivision (b)(5), and does not prevent the court from ordering injunctive relief because it is a personal services contract ". . . where the promised service is of a special, unique, unusual, extraordinary or intellectual character . . ." (Code Civ. Proc. § 526, subd. (b)(5).)

The court finds, however, that Plaintiff has not sufficiently shown a probability or prevailing on breach of contract and breach of the implied covenant of good faith and fair dealing causes of action. First, the Amended Agreement between Plaintiff and Defendant specifically states, "**Fight Contracts** – Paradigm is MP's exclusive worldwide partner with respect to the procurement, negotiation, execution, and management of all employment, opportunities, agreements, and the like for **MP's** professional fighting and promotion services with foreign and domestic fighting organizations (collectively, 'Fight Contracts'), *subject to previous contracts already signed and previous negotiations already commenced by MP prior to the signing of this contract.* (Attar Decl., ¶ 34 and Exhibit 13 (See, § 1(i) of Exhibit 13); Emphasis and italics in Exhibit 13.) The Amended Agreement also states, "5. Reservation of Rights by MP. **MP** expressly reserves all rights and authority not expressly granted to Paradigm in this Agreement, including but not limited to the following: (i) the right to approve any an all contracts with third parties; and (ii) the right to decline to enter into any Fighting Contract, Commercial Contract or Broadcasting Contract for any reason." (Attar Decl., ¶ 34 and Exhibit 13 (See, § 5 of Exhibit 13); Italics in Exhibit 13.) The Amended Agreement describes the term of this Agreement as ". . . this Agreement will remain in effect until MP has completed (2) professional boxing fights . . ." (Attar Decl., ¶ 34 and Exhibit 13 (See, § 16 of Exhibit 13).)

Here, the contract with Intervenor predates the contract with Plaintiff. The contract with Plaintiff specifically provides priority to ". . . previous contractual obligations entered into by **MP** . . ." (Attar Decl., ¶ 34 and Exhibit 13 (See, § 1 of Exhibit 13); Emphasis and italics in Exhibit 13.) Intervenor has provided evidence that it has a previous contractual relationship with Defendant. Defendant began his contractual relationship with Intervenor 9-29-18 and this contractual relationship has continued based on the Third Amendment. Defendant's contractual relationship with Intervenor existed before Plaintiff began its contractual relationship with Defendant on 2-24-20. Thus, under the terms of Plaintiff's Agreement with Defendant, Defendant's contractual relationship with Intervenor had priority over Plaintiff's contractual relationship with Defendant.

Second, Defendant has provided evidence that Plaintiff has an adequate legal remedy based on section 21 of the Supplemental Agreement. (Attar Decl., ¶ 35 and Exhibit 14; (See, § 21 of the Supplemental Agreement).) Plaintiff and Defendant included section 21 to provide compensation to Plaintiff in the event of a material breach by Defendant. (Attar Decl., ¶ 35 and Exhibit 14; (See, § 21 of the Supplemental Agreement).) Section 21 of the Supplemental Agreement provides a method to calculate damages to Plaintiff because ". . . the amount of loss or damages likely to be incurred by Paradigm is difficult or impossible to precisely estimate . . ." (Attar Decl., ¶ 35 and Exhibit 14; (See, § 21 of the Supplemental Agreement).) The court finds that section 21 provides a contractual basis that shows that Plaintiff's loss can be ". . . reasonably or adequately compensated in damages in an action at law . . ." (Code Civ. Proc., § 526, subd. (b)(5).)

Since the Plaintiff's agreements with Defendant provided priority to Defendant's previous contractual

obligations and the agreements provide a method to calculate damages, the court finds that the evidence demonstrates a low probability of prevailing as to Plaintiff's causes of action for breach of contract and breach of the implied covenant of good faith and fair dealing.

As to the balance of interim harms, the court finds that balance of interim harms favors Defendant and Intervenor. Initially, the court notes that the parties do not dispute that the fight between Defendant and Mr. Spence is scheduled to occur on 8-21-21. Plaintiff describes its harm as follows: (1) "Pacquiao's actions squandered all of the time, expense, and good will that Paradigm devoted to the Mikey Garcia fight, as well as the other efforts it had expended on his behalf. Far more importantly, Pacquiao's actions have irreparably injured and continue to irreparably harm Paradigm and my reputation in the boxing field generally. Paradigm put its name on the line and had it smeared with all of the sponsors, investors, government officials, fans, media sources, promoters, fighters, and other professionals it had discussed or engaged with for the event. Because Pacquiao vested Paradigm with the exclusive right to negotiate his fights and then repeatedly pulled the rug out from underneath it, Paradigm will have no credibility in seeking to negotiate on behalf of boxers in the future unless it receives relief from this Court. (Attar Decl., ¶ 78.); (2) Moreover, Paradigm's reputation with Dubai's Government Officials has been tarnished due to, among other things, Pacquiao's refusal to denounce rumors that he was planning an event against Terrance Crawford in Abu Dhabi. This breach directly harmed Paradigm's relations with the two major UAE cities -- Dubai and Abu Dhabi, the latter of which had hosted one of Conor McGregor's most recent fights. (Attar Decl., ¶ 79.); (3) Pacquiao's actions have already ended Paradigm's business relationship with the only other boxer on its roster, Mikey Garcia, as well as noticeably slowing and likely ending our negotiations with other boxers. (Attar Decl., ¶ 80.); and (4) In addition to actual fighters, Pacquiao's actions have also caused reputational harm to Paradigm with other major players in the boxing industry such as, among others, Matchroom, Skill Challenge and ELITE in Saudi Arabia, DAZN, Top Rank, Fox, In-Demand, and Showtime." (Attar Decl., ¶ 81.)

Intervenor has provided the declaration of Tom Brown in describing its harm. This declaration provides in part: (1) Mr. Brown explains that he formed Intervenor. (Brown Decl., ¶ 7.); (2) In terms of ". . . organizing major boxing events . . ." Mr. Brown handles ". . . all aspects of planning the event, which includes contracting with venues and sponsors; arranging for fights with boxers; ensuring adequate support and security personnel for the event; working with state boxing commissions, such as the Nevada State Athletic Commission and the four major boxing sanctioning organizations (the WBA, WBC, IBF, and WBO) and knowing and complying with their respective rules and guidelines." (Brown Decl., ¶ 8.); (3) Mr. Brown described Intervenor's efforts in determining ". . . the site for the bout. . . ." (Brown Decl., ¶ 29a), the discussions with ". . . its broadcast partner" (Brown Decl., ¶ 29b), soliciting ". . . sponsors and advertisers for the event, and eventually entering into contracts with several businesses . . ." (Brown Decl., ¶ 29c), and ". . . 'fill[ing] the card' for the August 21 Pacquiao-Spence match. . . ." (Brown Decl., ¶ 29d.); (4) "All of the above described efforts would be wasted and lost . . ." (Brown Decl., ¶ 30.); (5) Mr. Brown describes Intervenor's reputational harm. (Brown Decl., ¶ 32.); (6) Intervenor's inability ". . . to find an adequate replacement for Pacquiao. . . ." (Brown Decl., ¶ 33.); (7) Loss to the ". . . other 16 fighters on the card" (Brown Decl., ¶ 37); and (8) Mr. Brown describes the loss to ticketholders. (Brown Decl., ¶ 37.)

Defendant describes his harm as reputational and monetary based on his anticipation that his fight with Mr. Spence will be one of his last fights. (Pacquiao Decl., ¶¶ 28, 31, and 32.)

Vo v. City of Garden Grove (2004) 115 Cal.App.4th 425, 435 (*Vo*) states, "An evaluation of the relative harm to the parties upon the granting or denial of a preliminary injunction requires consideration of: '(1) the inadequacy of any other remedy; (2) the degree of irreparable injury the denial of the injunction will cause; (3) the necessity to preserve the status quo; [and] (4) the degree of adverse effect on the public interest or interests of third parties the granting of the injunction will cause.' [Citation.]" Here, as discussed above, Plaintiff has an adequate legal remedy based on section 21 of the Supplemental Agreement.

As to the degree of irreparable injury, the court finds that there is a greater degree of irreparable injury to Intervenor and Defendant if the court grants the requested relief. The evidence demonstrates that the fight between Mr. Pacquiao and Mr. Spence is a major event requiring significant efforts to organize. The court recognizes that Plaintiff has presented evidence of reputational harm. Plaintiff and Defendant have anticipated compensation for this damage based on section 21 of the Supplemental Agreement. Intervenor has also provided evidence as to its potential reputational harm. The court recognizes there is evidence as to the efforts Plaintiff made to organize a fight between Defendant and Mikey Garcia. (Attar Decl., ¶¶ 65-76.) Defendant, however, did not agree to the fight with Mr. Garcia despite the representations of his advisers. (Attar Decl., ¶ 77; See also, (Attar Decl., ¶ 34 and Exhibit 13 (See, § 5 of Exhibit 13.)) Thus, the court finds that the degree of irreparable injury falls in favor of Intervenor because the fight between Defendant and Mr. Spence is a confirmed event.

As to the necessity to preserve the status quo, the status quo is that the fight between Defendant and Mr. Spence is a confirmed event scheduled to occur on 8-21-21. Defendant does not currently have a scheduled fight with Mr. Garcia. As to the degree of adverse effect on the interests of third parties, this factor falls in favor of Intervenor because of the efforts and agreements Intervenor entered into with others as described above.

Therefore, the court finds that the balance of interim harms strongly weighs in favor of Intervenor and Defendant.

Plaintiff also requests injunctive relief pursuant to Code of Civil Procedure section 526, subdivision (a)(3). Code of Civil Procedure section 526, subdivision (a), states, "An injunction may issue in the following cases: . . . [¶] (3) When it appears, during the litigation, that a party to the action is doing, or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the rights of another party to the action respecting the subject of the action, and tending to render the judgment ineffectual." The Motion states, "Pacquiao's professional history includes extensive past and current allegations of tax liabilities. . . . Moreover, Pacquiao resides in the Republic of the Philippines, making it likely that he will return home with payments for the Spence bout where those funds will be dissipated outside of the United States." It appears that Plaintiff relies on paragraphs 61 and 83 of the declaration of Audie Attar to support that Defendant will dissipate the funds from this fight with Mr. Spence. Paragraph 61 relies on three articles reporting on Defendant's alleged tax liability. (Attar Decl., ¶ 61, footnote 3 and Exhibit 25.) First, the court has **SUSTAINED** Objection No. 78 as set forth below. Second, similar to *Korean Philadelphia, supra*, 77 Cal.App.4th at p. 1084, the evidence does not support Plaintiff's fears about Defendant dissipating the funds from his fight with Mr. Spence. At this stage of the proceedings, Plaintiff's evidence is speculative as to whether Defendant will dissipate the funds from his fight with Mr. Spence.

In summary, the court has evaluated Plaintiff's likelihood of prevailing and the balance of interim harms. The court finds the evidence demonstrates a low probability of prevailing on the breach of contract and breach of the implied covenant of good faith and fair dealing causes of action. Thus, Plaintiff has the burden of showing a higher degree of harm. The court finds that the balance of harm weighs in favor of Intervenor and Defendant as discussed above. Further, the court does not apply Code of Civil Procedure section 526, subdivision (b)(5), because the evidence demonstrates a low probability of prevailing on the breach of contract and breach of implied covenant of good faith and fair dealing causes of action, and it shows Plaintiff has an adequate legal remedy based on section 21 of the Supplemental Agreement. The court also finds that Code of Civil Procedure section 526, subdivision (a)(3), does not apply because Plaintiff's concerns about Defendant dissipating funds from the fight with Mr. Spence are speculative. Therefore, the court **DENIES** Plaintiff's (Paradigm Sports Management, LLC) Motion for Preliminary Injunction filed on 7-20-21 under ROA No. 123.

Defendant and Cross-Complainant's (Emmanuel Dapidran Pacquiao) Evidentiary Objections to Plaintiff's Evidence in Support of Plaintiff's Motion for Preliminary Injunction filed on 8-2-21

under ROA No. 116:

Objections to Meehan Decl.: The court **SUSTAINS** Objection Nos. 4, 11, 14, 15, 16, 17, 18, and 19, and **OVERRULES** the remaining objections.

Objections to Burstein Decl.: The court **OVERRULES** Objections Nos. 20, 21, and 31, and **SUSTAINS** the remaining objections.

Objections to Attar Decl.: The court **SUSTAINS** Objections Nos. 33, 36, 37, 38, 39, 45, 51, 78, 91, 95, 98, and 100, and the court **OVERRULES** the remaining objections.

Please see the Court's Order regarding Plaintiff's Evidentiary Objections under ROA No. 161.

Defendant is to give notice.