

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Joey Boxing, LLC

(b) County of Residence of First Listed Plaintiff New Jersey
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

A. Jordan Rushie - 215-268-3978
2424 E York St, Ste 316 19125

DEFENDANTS

King's Promotions, et. al

County of Residence of First Listed Defendant RM Berks
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- | | | | |
|---|--|---|---|
| Citizen of This State | PTF ☐ 1 DEF ☒ | Incorporated or Principal Place of Business In This State | PTF ☐ 4 DEF ☐ 4 |
| Citizen of Another State | PTF ☒ 2 DEF ☐ 2 | Incorporated and Principal Place of Business In Another State | PTF ☐ 5 DEF ☐ 5 |
| Citizen or Subject of a Foreign Country | PTF ☐ 3 DEF ☐ 3 | Foreign Nation | PTF ☐ 6 DEF ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 840 Trademark SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☒ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Clayton Act 15 USC 214

Brief description of cause:

A monopolized PA boxing market

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

1,000,000

CHECK YES only if demanded in complaint:

JURY DEMAND:

Yes ☒ No ☐

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

Stengel

DOCKET NUMBER

14-5159

DATE

Sept 1, 2015

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

SEP 01 2015

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 1022 Sycamore Street, Haddon Heights NJ 08035

Address of Defendant: 440 Elm Street, Reading PA

Place of Accident, Incident or Transaction: Philadelphia
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities? Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: 14-5159 Judge: Stengel Date Terminated: pending

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☒ No ☐
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☒ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify) _____

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
(Please specify) _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, A. Jordan Rushre, counsel of record do hereby certify:
☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
☐ Relief other than monetary damages is sought.

DATE: 9/1/15

A. Jordan Rushre
Attorney-at-Law
NOTE: A trial *de novo* will be a trial by jury only if there has been compliance with F.R.C.P. 38.

209066
Attorney I.D.#

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 9/1/15

A. Jordan Rushre
Attorney-at-Law

209066
Attorney I.D.#

LS

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

15

4914

CASE MANAGEMENT TRACK DESIGNATION FORM

Joey Eye Boxing

v.

King's Promotions

CIVIL ACTION

15

4914

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

9/1/15
Date

215-268-3978

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Attorney-at-law

215-525-0909

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Attorney for

JRushie@RushieLaw.com

E-Mail Address

SEP 01 2015

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Joey Eye Boxing, LLC, *et. al.*

Plaintiffs,

v.

King's Promotions, *et. al.*

Defendants,

Civil Action

Case #

15 4914

Jury Trial Demanded

COMPLAINT

I. Jurisdiction & Venue

1. This court has jurisdiction over this civil action pursuant to 15 U.S.C. Section 15 and 15 U.S.C. Section 15.
2. The events giving rise to the instant claims and causes of action occurred in the Counties of Chester and King of Prussia, Pennsylvania making the United States District Court for the Eastern District of Pennsylvania the proper venue for this action pursuant to 15 U.S.C. Section 4 and 15 U.S.C. Section 15.
3. This court also has jurisdiction under 28 U.S.C. 1332, as the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.00.

II. Plaintiffs

4. Plaintiff, Joey Intreiri, is the sole member of Joe Eye Boxing Promotions, LLC and a citizen of the state of New Jersey with an address of 1022 Sycamore Street, Haddon Heights, NJ 08035.
5. Plaintiff, Joey Eye Boxing Promotions, LLC, is a corporation formed in the State of New Jersey with a business address of 1022 Sycamore Street, Haddon Heights, NJ 08035.
6. Plaintiff, Joey Eye Boxing, LLC, is a state registered and licensed boxing promotion in the Commonwealth of Pennsylvania.
7. Each and every one of Joey Eye's boxing shows are sanctioned by and overseen by the Pennsylvania State Athletic Commission.
8. Plaintiff Joey Intreiri was former a partner in Xtreme Fighting Events (XFE), which is owned by Defendant David Feldman.

9. Defendant David Feldman was formerly Joey Eye's partner in Joey Eye Boxing at all times relevant to this Complaint.
10. Joey Eye Boxing has gone out of business due to the conduct of the defendants described in this Complaint.

III. Defendants

11. Defendant Valley Forge Casino Resort is located at 1160 First Avenue, King of Prussia, PA 19406.
12. Defendant Chester Downs and Marina LLC (referred to in the body of the complaint as Harrah's Casino) is located at 777 Harrah's Boulevard, Chester, PA 19013.
13. Defendant Joel Freedman is a resident of the Commonwealth of Pennsylvania, with a principal place of business at 1160 First Avenue, King of Prussia, PA 19406.
14. Defendant Joel Freedman was the President of Player Development at Valley Forge Casino at times relevant to this Complaint.
15. Defendant Joel Freedman held a similar position at Harrah's Casino at times relevant to this Complaint.
16. Defendant Ron Bauman is an employee of Harrah's Casino, with a business address of 777 Harrah's Blvd, Chester, PA 19013.
17. Defendant John/Jane Doe Owners of Chester Downs and Marina LLC's place of business is located at 777 Harrah's Boulevard, Chester, PA 19013.
18. Defendant David Feldman is the owner of Xtreme Fight Events and a citizen of the Commonwealth of Pennsylvania with his address located in Broomall, Pennsylvania.
19. Defendant David Feldman was, and currently is, the unofficial Entertainment Director for Chester Downs and Marina LLC at all times relevant to this Complaint.
20. Defendant Jake Wagner was the official Director of Entertainment at Valley Forge Casino Resort with his business address located at 1160 First Avenue, King of Prussia, PA 19406 during the time period relevant to this Complaint.
21. Defendant Game Changer Promotions is either an entity or a D/B/A owned by both David Feldman and Jake Wagner.
22. King's Promotions LLC a/k/a King's Boxing is a boxing promotion formed and existing under the laws of the Commonwealth of Pennsylvania, with a business address at 440 Elm Street, Reading, PA.
23. Defendant Marshall Kauffman is a resident of the Commonwealth of Pennsylvania, with a business address at 440 Elm Street, Reading PA.

24. Defendant Marshall Kauffman is an owner and/or partner in King's Promotions. For the purpose of this pleading, Marshall Kauffman, who on information and belief is the sole member of King's Promotion, LLC, is used synonymously with King's Promotions.
25. Defendant David Feldman is an owner and/or partner in King's Promotions.
26. Defendant John/Jane Doe Employees of Chester Downs and Marina LLC's place of business is located at 777 Harrah's Boulevard, Chester, PA 19013.
27. Defendant John/Jane Doe Owners of Valley Forge Casino Resort's place of business is located at 1160 First Avenue, King of Prussia, PA 19406.
28. Defendant John/Jane Doe Employees of Valley Forge Casino Resort's place of business is located at 1160 First Avenue, King of Prussia, PA 19406.
29. The defendants are being sued individually and in their official capacity.

IV. Facts

Relevant Geographic Market

30. The relevant Geographic Market as it pertains to the instant suit is the Philadelphia Region.
31. The Philadelphia Region is comprised of multiple counties and townships inside and outside the City of Philadelphia and include Chester, Pennsylvania and King of Prussia Pennsylvania.
32. Plaintiffs' Geographic Market is located in the Philadelphia Region.
33. Both Harrah's Casino and Valley Forge Casino are located in the Philadelphia Region.
34. All of the antitrust conduct that gives rise to the instant claims against all of the defendants occurred in the Philadelphia Region.

Factual Allegations

35. David Feldman, King's Promotions, Marshall Kauffman, and casino executives and employees employed by Valley Forge Casino and Harrah's Casino have conspired to, and in fact did, monopolize the boxing market in the Philadelphia region, resulting in Joey Eye Boxing going out of business.
36. By way of background, in October of 2010, plaintiff Joseph Intrieri was contacted by Hugo Immediato about putting on boxing shows at Harrah's Casino.
37. Mr. Intrieri later met with Mr. Immediato in November of 2010 and reached an agreement with Harrah's Casino to do his first boxing event at the casino on January 22, 2011.

38. This agreement entailed Harrah's Casino giving Mr. Intrieri a cash payout for all of the boxing shows Mr. Intrieri would hold at the casino in exchange for tickets and the casino would provide him with a free venue for each event.
39. The cash payouts were rendered by check in Mr. Intrieri's name.
40. Mr. Intrieri then partnered with David Feldman to hold his Joey Eye Boxing shows at Harrah's Casino in December of 2010.
41. Both Mr. Intrieri and Mr. Feldman agreed to a 50/50 partnership on all Joey Eye Boxing events that would take place at Harrah's Casino.
42. Harrah's Casino and its executives agreed to give Joey Eye Boxing exclusive rights to be the only boxing promotion who would do shows at its casino.
43. At the end of 2010, Mr. Feldman asked Mr. Intrieri to convince Harrah's Casino to allow Feldman to do mixed martial arts events at the casino, though Feldman's company Xtreme Fight Events (XFE).
44. Mr. Intrieri did, and Harrah's Casino allowed Xtreme Fight Events to hold its first MMA event at its casino on March 11, 2011.
45. Xtreme Fight Events was a mixed martial arts promotion owned by Mr. Feldman and Steve Vitelli prior to putting on shows at Harrah's Casino.
46. After Harrah's agreed to allow Xtreme Fight Events to hold its MMA events at the casino, Mr. Feldman broke his partnership with Steve Vitelli and entered into a partnership that would give Mr. Intrieri a 30% financial interest in all of the MMA events that XFE held at Harrah's Casino. Mr. Feldman, retained the other 70% interest in the events.
47. Harrah's Casino and its executives agreed to give Xtreme Fight Events exclusive rights to be the only MMA promotion who would hold shows at its casino.
48. Around this time, Mr. Immediato, who Joey Eye Boxing had a relationship with, was replaced by Harrah's Casino with Ron Bauman.
49. Wanting to assume complete control of the boxing and MMA events at Harrah's Casino, Mr. Feldman began to tell numerous casino officials lies about Mr. Intrieri so that he could disparage his reputation and get him removed from the casino.
50. The first instance Mr. Intrieri learned about was a comment made to Harrah's Casino executive Ron Bauman, where Feldman falsely informed Bauman that Mr. Intrieri was associated with organized crime.

51. Mr. Feldman also informed Greg Sirb, the Executive Director of the Pennsylvania State Athletic Commission, that Mr. Intrieri was associated with organized crime, and that he ran illegal boxing promotions.
52. Mr. Sirb threatened to revoke Mr. Intrieri's promoter's license and bar him from doing any boxing events in the State of Pennsylvania if he found out that this was true.
53. There has been a serious rift between Mr. Intrieri and Mr. Sirb ever since this incident.
54. Mr. Feldman never admitted to Mr. Intrieri that he started this rumor or that he stated these things to Bauman and Sirb.
55. However, numerous casino officials informed Mr. Intrieri that Feldman was in fact the person who stated this to Bauman.
56. In February and March of 2013, Mr. Feldman also began holding boxing and MMA events at Valley Forge Casino.
57. Mr. Feldman was able to obtain access to Valley Forge Casino by making a payment to a former executive, Joel Freedman.
58. However, Mr. Feldman's agreement with Harrah's Casino forbid him from putting on boxing and MMA shows at competing venues in the market.
59. Accordingly, Mr. Feldman partnered with Marshall Kaufman of King's Promotions to perform boxing shows at Valley Forge Casino.
60. Mr. Feldman also partnered with Rob Haydak of Cage Fury Fighting Championships to perform the MMA shows at Valley Forge Casino.
61. The above described arrangements and shows held at Valley Forge were in contravention of Mr. Feldman's agreement with Harrah's.
62. Harrah's Casino learned that Mr. Feldman breached his agreement and had a meeting with him to discuss this.
63. At that meeting, Mr. Feldman convinced Harrah's that his involvement with the Valley Forge Casino events would not inhibit his ability to pull the same crowds he was pulling in for the boxing and MMA events at Harrah's.
64. As a result, Harrah's gave Mr. Feldman permission to do whatever boxing and MMA events he wanted to at both casinos.
65. David Feldman now had exclusive access to both Harrah's Casino and Valley Forge Casino for all combat sporting events, including boxing and MMA.
66. Moving forward, Mr. Feldman put on his boxing shows at the casinos through King's Promotions, which he is a partner in.

67. Mr. Feldman put on his MMA shows at the casinos through Cage Fury Fighting Championships, which he is also a partner in.
68. Not long after the meeting, on or around March or April of 2013, Mr. Feldman had a meeting with Ron Bauman, an executive at Harrah's Casino, and told Bauman that Mr. Intrieri was not paying him money he was owed from the boxing events they did together Harrah's and asked that the Casino pay him the payments for all future boxing events directly.
69. Mr. Bauman complied and all checks the casino paid for Joey Eye Boxing events from that point forward were paid directly to David Feldman.
70. Victor Benscosme, a matchmaker for David Feldman and Xtreme Fighting Events, told Mr. Intrieri that he was present during Feldman's meeting with Ron Bauman and that Feldman told Bauman that all checks for the boxing and MMA events at Harrah's Casino needed to go in his name because Mr. Intrieri was extorting Feldman, with the backing of organized crime, for his share of the income from those events.
71. After this began to happen, it was nearly impossible for Mr. Intrieri to get Harrah's Casino officials to answer or return his calls.
72. Mr. Feldman eventually had Joey Eye Boxing completely banned from Harrah's Casino.
73. Further, Mr. Feldman prevented Joey Eye Boxing, and all other boxing promotions, from putting on shows at Valley Forge.
74. This left David Feldman, through King's Promotions, the exclusive provider of boxing shows in Valley Forge Casino and Harrah's Casino, thereby monopolizing the Philadelphia boxing market.

Antitrust Allegations

75. The casino boxing events have become wildly popular and profitable, so much that the casinos are now the only viable venue to hold boxing promotions and combat sport events in the Philadelphia region.
35. As a result, Valley Forge Casino and Harrah's Casino are the only venues located in the Philadelphia region which are suitable to hold boxing shows.
76. David Feldman, through his company King's Promotions, and with the assistance of casino employees / executives Jake Wagner, Joel Freedman, Ron Bauman and others, is the exclusive provider of boxing events at casinos in the Philadelphia region.
77. King's Promotions has been, and is currently, the exclusive provider of boxing shows at both Valley Forge Casino and Harrah's Casino.

78. Valley Forge Casino and Harrah's Casino are no longer holding MMA events due to another antitrust lawsuit, *Ryan Kerwin v. Cage Fury Fighting Championships, et. al.*, No. 14-5159, wherein it is alleged that the casino defendants have also monopolized the MMA market.
79. Due to this monopoly, Joey Eye Boxing has gone out of business because its inability to perform boxing events at the casinos in the Philadelphia region.
80. However, Mr. Feldman, through King's Promotions, continues to exclusively hold boxing events at both Valley Forge Casino and Harrah's Casino.
81. Further, Mr. Feldman, through King's Promotions, and payments to Joel Freedman, also maintains exclusive access to Sand's Casino Resort.
82. This means King's Promotions has exclusive access to every casino in the Commonwealth of Pennsylvania which holds combat sport events.

Allegations Specific to Harrah's Casino, King's Promotions, Joel Freedman, Ron Bauman, and David Feldman

83. David Feldman was, and still is, the unofficial Entertainment Director of Harrah's Casino.
84. Mr. Feldman maintains a physical office at Harrah's Casino, and was given access codes that are restricted for employees only.
85. Mr. Feldman wears the same uniform as Harrah's executives during boxing events.
86. When Mr. Intrieri was finally able to speak with someone from Harrah's about his removal, he was informed that he must go through Mr. Feldman.
87. Both Bencosme, and another XFE matchmaker named Helen Locura, told Mr. Intrieri that Feldman had informed them that he wanted to terminate Intrieri's involvement in the boxing and MMA events at Harrah's Casino and that it was only a matter of time before it happened.
88. By the middle of 2013, Mr. Feldman cut Mr. Intrieri out of his involvement with the XFE MMA events at Harrah's Casino altogether.
89. At some point, Mr. Feldman made a payment to Joel Freedman, a former employee of Harrah's Casino, to secure and maintain King's Promotions' exclusive access to the venue.
90. King's Promotions, which David Feldman is a partner in, became and still is, the exclusive provider of boxing shows at Harrah's Casino.

Allegations Specific to Valley Forge Casino, King's Promotions, Jake Wagner, Joel Freedman, and David Feldman

91. Mr. Feldman also made a payment to Joel Freedman, an employee of Valley Forge Casino and Harrah's casino, to secure and maintain King's Promotions' exclusive access to the venue.
92. At all times relevant to this Complaint, Jake Wagner was the Director of Entertainment at Valley Forge Casino.
93. At all times relevant to this Complaint, Mr. Feldman and Jake Wagner were partners in a business called Game Changer Promotions.
94. Game Changer Promotions was formed and maintained for the purpose of Mr. Feldman securing exclusive access to Valley Forge Casino.
95. Mr. Feldman was given exclusive access to Valley Forge Casino to hold boxing events, and other events, and Wagner was given a cut for the events Mr. Feldman held there.
96. Through this relationship, Mr. Wagner ensured that King's Promotions, which David Feldman is a partner in, retained exclusive access to Valley Forge Casino for all boxing events.
97. King's Promotions became, and still is, the exclusive provider of boxing shows at Valley Forge Casino.

V. Causes of Action

Count 1

Refusal to Deal - Clayton Act 15 U.S.C. Section 14 / Sherman Act 15 U.S.C. Sections 1 & 2

98. The casino defendants in the case (Harrah's and Valley Forge) as well as their owners and employees, have refused to deal with any other boxing promotion other than King's Promotions.
99. All of the defendants listed herein have agreed in concert with one another to restrict the access of outside boxing promotions into these casino venues for the purpose of substantially lessening or eliminating competition in the market in which they operate.
100. These same agreements have restricted, and are likely to continue to restrict, plaintiff and other boxing promoters like plaintiff from providing their goods and services to the public in a competitive manner.
101. The practices employed by all of the defendants in this regard results in an absolute barrier to entry in the relevant market.

Count 2

Essential Facilities Doctrine Violation - Sherman Act 15 U.S.C. Sections 1 & 2

102. Defendants King's Promotions, Marshall Kauffman, Jake Wagner, Joel Freedman, and David Feldman have acquired "market" and "monopoly" power in plaintiff's region.
103. These same defendants have achieved a monopoly over the Casinos that host boxing events in Pennsylvania and control 100% of the market in that regard.
104. Boxing shows in the Central to Eastern Region of Pennsylvania cannot be economically produced without using the essential Casino venues.
105. Failure to have access to these venues not only results in lower economic feasibility as far as venue price and perks but prevents these promotions from obtaining the services of the ticket selling fighters that are necessary to fund the shows because these very fighters will opt to fight for the promotions located in these Casinos and not in the promotions who do shows outside of these Casinos.
106. Plaintiff and the other boxing promotions who do not have access to these Casinos and their lucrative financial deals are not able to financially compete with Joey Eye's product in the relevant market. They could easily do so had they access to such venues and financial deals.
107. The defendant boxing promotions and defendant boxing promoters involved would be financially unable to continue to operate their boxing businesses without the free venue deals and cash perks that they are currently given and would they have been out of business long ago without them.
108. These same defendants have denied and conspired to deny plaintiff and all other boxing promotions access to the Casino's they have monopolized and currently do business in.
109. The casino defendants in this case (Harrah's Casino & Valley Forge Casino) as well as their owners and employees (Joel Freedman, Jake Wagner, and others) have participated in and acquiesced in this very same monopoly conspiracy.
110. The defendants have no justifiable reason for the denial of access to these venues other than to wipe out competition and restrict trade. Given the inexhaustible resource of fighters signed to exclusive deals with their company and the several venues they have monopolized it is impossible for them to argue allowing plaintiff access to one of these casinos would interfere with their ability to produce their product to their customers.
111. The defendant Casinos (Harrah's and Valley Forge) could allow plaintiff access to these facilities without affecting their own self interest. On the contrary, these casino defendants would financially benefit in the same regard as they benefit from allowing

the defendants boxing shows to take place there were they to allow plaintiff to do his shows there under the same terms as they offered King's Promotions.

112. There is no logical reason not to allow both plaintiff's boxing shows and the defendants' King's Promotions shows to take place at the Casinos other than to restrict trade to the benefit of King's Promotions.

113. There is no regulatory oversight being conducted or is capable of being conducted from any agency that could compel the Casinos to allow plaintiff and his business access to host his boxing shows there.

114. Plaintiff cannot duplicate these casino facilities.

Count 3

Attempt to Monopolize - Sherman Act 15 U.S.C. Sections 1 & 2

115. Defendants King's Promotions, David Feldman, Jake Wagner, Joel Freedman, and Marshall Kauffman have conspired and continued to conspire to monopolize the essential facilities (Casinos) and resources of "ticket selling" and "professional" fighters in the boxing industry under exclusive non compete deals in an attempt to restrict trade and commerce and eliminate any competition or potential competitors that would arise in their relevant market.

116. These two defendants have entered into numerous exclusive dealing contracts that restrict trade and commerce in the their relevant market with the sole intent to restrict trade and commerce in their relevant market. They continue to conspire to do the same.

117. This conspiracy has resulted in these two defendants achieving dominant "market" and "monopoly" power in the relevant boxing market.

118. This conspiracy has allowed both of them to control the relevant market and raise prices considerably.

119. Both Casino defendants (Harrah's Casino and Valley Forge) and their owners and employees have participated in this very same monopoly conspiracy being carried out by Mr. Feldman and Mr. Kauffman.

VI. Relief Requested

120. Compensatory damages against the defendants, jointly and severally, in an amount in excess of \$150,000.00.

121. Punitive damages against the defendants, jointly and severally, in an amount in excess of \$150,000.00.

122. Statutory trebling of any compensatory damages awarded in this case.

123.Pre-judgment interest.

124.A Permanent Injunction preventing the defendants from barring plaintiff access to promote his boxing shows at the Harrah's and Valley Casino venues.

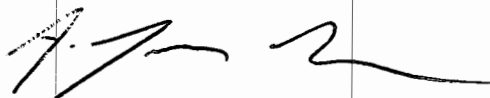
125.A permanent injunction allowing plaintiff the same treatment and access to Valley Forge Resort Casino and Harrah's Casino under the same financial deals that were offered to King's Promotions / Extreme Fighting Events.

126.A trial by jury.

127.Any and all attorney fees, filing fees, costs or other expenses related to the filing and litigation of this lawsuit.

128.Any other relief plaintiff may be entitled to that is not requested herein, which the court deems necessary, just, and proper.

Respectfully Submitted,

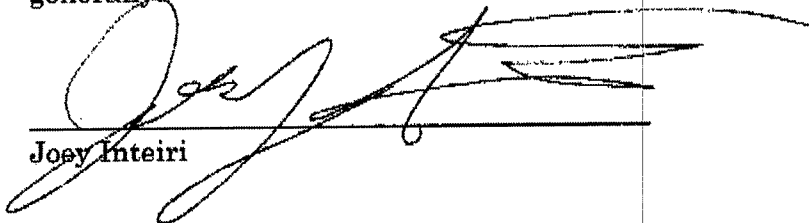


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Attorney for Plaintiff, Joey Eye Boxing, LLC

Verification

I, Joey Inteiri, verify that the facts set forth in this Complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities, and 18 U.S. Code § 1621, related to perjury generally.



Joey Inteiri