  
CLERK OF THE COURT

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dba GOLDEN GLORY, dba TEAM GOLDEN GLORY

12  
13  
14 **DISTRICT COURT**  
15 **CLARK COUNTY, NEVADA**

16  
17 KNOCK OUT INVESTMENTS, N.V., a )  
Curacao, LLC, dba GOLDEN GLORY, dba )  
18 TEAM GOLDEN GLORY, )

Case No. A-11-653894-C  
Dept. No. XVII

19 Plaintiff,

20 vs.

**ORDER DIRECTING THE ISSUANCE  
OF A PRE-JUDGMENT WRIT OF  
ATTACHMENT AND GARNISHMENT**

21 ALISTAIR OVEREEM, an individual,  
22 COLLIN LAM, an individual, and DOES 1  
23 through 50 inclusive,

24 Defendants.

25 ...  
26 ...

1           Upon the Ex Parte Application of Plaintiff herein, upon the Affidavit of Bastaain S.  
2 Boon, attached thereto, and upon the Complaint filed herein, the Court, pursuant to NRS  
3 31.010 et seq., finds grounds for attachment supporting the issuance of this Order in that  
4 the above-entitled action is for the recovery of money due to Plaintiff upon Defendant's  
5 breach of the Management Contract executed between Plaintiff and Defendant ALISTAIR  
6 OVEREEM, and the Defendant is about to dispose of the property, depart the State of  
7 Nevada, leaving property remaining in this state insufficient to satisfy the Plaintiff's claim.

8           The Court notes that the Affidavit of Bastaain S. Boon and the Complaint on file  
9 herein set forth facts and reasons supporting the Plaintiff's claim, that a Management  
10 Contract between Plaintiff and Defendant was duly executed in 2007 and is still  
11 enforceable, and that Defendant may have breached such Contract, and that Defendant has  
12 failed, neglected and refused to pay the monies due and owing to Plaintiff pursuant to this  
13 Contract; and that Defendant is about to remove property located in Clark County, Nevada,  
14 and depart the State of Nevada. The result, being, without such a Court Order, that there  
15 will be remaining in the State of Nevada insufficient property to satisfy the Plaintiff's  
16 claims.

17           The Court further finds that Plaintiff has alleged a meritorious claim for relief, and  
18 good cause appearing therefor, with no just basis for delay,  
19

20           IT IS HEREBY ORDERED ADJUDGED AND DECREED that upon pledge by  
21 Plaintiff of property surety to the Clerk of this Court in the sum of  
22 \$ 200,000<sup>00</sup>, a Writ of Attachment and Garnishment shall be issued to  
23 attach the property as described as follows:

24           Thirty Percent (30%) of "Fighter's Purse", "Win Bonus" "Performance Bonus"  
25 and "Pay per View Provider Proceeds" as set forth in Zuffa's Promotional and  
26 Ancillary Rights Agreement of September 2011, with Defendant OVEREEM, in  
27 currency from United States of America, from the boxing purse of professional  
28

1 fighter ALISTAIR OVEREEM, which he will receive for his participation in the  
2 December 30, 2011 professional boxing match against Brock Lesnar under the  
3 sponsorship of Zuffa, LLC, a Nevada company, at the MGM Grand Resort and  
4 Casino in Las Vegas, Nevada. Such purse is delineated in the Nevada Athletic  
5 Commission Official Bout Agreement between Zuffa, LLC ("Promoter") and  
6 OVEREEM. The purse is held by either the Nevada Athletic Commission or  
7 Zuffa, LLC and will be tendered to OVEREEM upon the conclusion of the  
8 subject mixed martial arts match, or immediately thereafter.


9 IT IS HEREBY ORDERED ADJUDGED AND DECREED that the Promoter is  
10 directed to issue a check from the portion of the purse owed to OVEREEM in the  
11 respective amount of \$241,285.49, made payable to Knock-Out Investments; and that the  
12 Nevada Athletic Commission shall hold such \$241,285.49 check pending further order of  
13 this Court.

14 DATED this <sup>th</sup>30 day of December, 2011.

15   
16 \_\_\_\_\_  
17 DISTRICT COURT JUDGE

18 Respectfully Submitted

19 KEMP, JONES & COULTHARD, LLP

20 By   
21 \_\_\_\_\_  
22 MARK JONES, ESQ.  
23 Nevada Bar No. 000267  
24 SPENCER H. GUNNERSON, ESQ.  
25 Nevada Bar No. 008810  
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