

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

SALITA PROMOTIONS CORP.,

Plaintiff,

Case No. 2:20-cv-12547-LJM-EAS

Hon. Laurie J. Michelson

v.

SHOHJAHON ERGASHEV and
OLEG BOGDANOV,

Defendants.

CLARK HILL PLC
Charles E. Murphy (P28909)
151 S. Old Woodward Ave., Ste. 200
Birmingham, MI 48009
Tel: (248) 988-5879
cmurphy@clarkhill.com

Jason R. Canvasser (P69814)
500 Woodward Ave., Suite 3500
Detroit, MI 48226
Tel: (313) 965-8300
jcanvasser@clarkhill.com

Attorneys for Plaintiff

**SUPPLEMENTAL BRIEF IN SUPPORT OF
PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION**

At the hearing today on Plaintiff's Motion for Entry of Preliminary Injunction, the Court inquired about whether the Promotional Agreement, Plaintiff's **Exhibit 1**, addressed whether the boxer could decline a fight offer and,

more specifically, whether the boxer could decline the mandatory IBF eliminator bout.

Paragraph IX of the Promotional Agreement provides as follows:

IX. FURTHER ASSURANCES. Fighter shall execute any and all additional documents or instruments necessary or desirable to effectuate the provisions of this Agreement, including, without limitation, a standard Bout Agreement in such form as may be required by Promoter, the local governmental authority with jurisdiction over the bout and/or the organization(s) sanctioning the bout if applicable. No party hereto shall take any action or fail to take any action which action or failure shall frustrate the purposes of this Agreement and the benefits contemplated hereby.

Respectfully submitted,

CLARK HILL PLC

By: /s/ Charles E. Murphy
Charles E. Murphy (P28909)
151 S. Old Woodward Ave., Ste. 200
Birmingham, MI 48009
Tel: (248) 988-5879
cmurphy@clarkhill.com

Attorneys for Plaintiff

Dated: November 13, 2020