

2024 NOF Elm Invitational
Mock Trial
Fact Pattern:
Tina Travis
v.
Global Fighting Federation

January 24th, 2023, the biggest fight night in Willow County history was taking place. Tina “The Titan” Travis was facing off against the defending World Champion Rowena Roper. Two legends in women’s mixed martial arts (MMA) battling it out in the Global Fighting Federation’s (GFF) cage.

The fight approached the third round. Roper had Travis in a compromising position. Roper kicked Travis with a powerful blow to her head. Immediately, Travis fell to the ground unconscious. Roper proceeded to gain a dominant position by mounting her unconscious opponent delivering multiple punches to Travis’s face and ending the fight with a mixture of devastating elbows to Travis’s body.

The referee, Axel Rubio, was a referee hired by GFF. He was in the cage during the course of the fight and was hired to monitor the fight and maintain best practices for the fighter's safety, as well as, enforce the common rules of the MMA sport.

After Roper knocked out Travis with a roundhouse kick to the head, referee Rubio didn’t step in and stop the fight from escalating. Leading Travis to get hit several times in the face while unconscious resulting in Travis being left with two black eyes. After the fight, it was confirmed that the fighter had obtained a detached retina in her left eye during the course of the fight. This eye injury has left Tina Travis with permanent blindness in her left eye despite undergoing several surgeries.

Travis has retained the nation’s top attorneys to file a negligence suit against the GFF alleging that her career-ending injury was directly and proximately caused by the GFF referee’s failure to adhere to the organization’s best practices. Asserting that GFF’s referee was supposed to intervene in the course of a knockout to ensure injury was limited. GFF denies all liability and asserting the referee followed best practices and there was an assumption of risk outlined in Travis’s contract.

Witness Statements

Plaintiff Witness 1- Dr. Francisco Grasso

“Hello, I’m Dr. Francisco Grasso. I’ve worked as an optometrist for the last 20 years. For 15 years, I was one of the optometrists GFF kept on staff. After I was fired for reasons unbeknownst to me, I opened my own clinic and look where I am now; hired by the Plaintiff to analyze the case at hand. After examining Ms. Travis, I can confirm she obtained a detached retina-induced amaurosis also commonly known as blindness in her left eye. Her detached retina was a result of her getting multiple strikes to her face. This is an extremely common injury in fighters considering the nature of mixed martial arts.”

Plaintiff Witness 2- Daniel White

“My name is Daniel White. I work as a combat sports referee. The Plaintiff hired me to examine if referee Rubio adhered to best practices. Exhibit two outlines the five best practices each referee of GFF is supposed to follow to ensure the fight goes smoothly. While my examination of this case took less than twenty-four hours, I can say with almost 100% certainty, that Referee Rubio broke rules 1, 3, and 5 and, as a result, Tina Travis obtained her career-ending injury, due to her getting hit multiple times while unconscious. This injury could have been prevented if the referee adhered to GFF’s best practices.”

Defense Witness 1- Petro Yermolov

“Good day. My name is Petro Yermolov. About 6 months ago, I passed the Bar exam and have been practicing contract law since. My uncle, Tony Rojas who is the CFO of GFF told me this case would be “good practice” so here I am analyzing whether or not GFF (Global Fighting Federation) is liable for Ms. Travis’s injuries. Exhibit 3, the fight contract outlines in sections 3 and 4. Travis acknowledged the risk of fighting. From what I know the Plaintiff claims the referee didn’t adhere to best practices, but I don’t see anything that mentions referees and what their job is listed in the contract so that’s a gray area in my professional opinion.”

Defense Witness 2 - Tera Jiang

“My name is Tera Jiang. I’ve judged many MMA fights, and I was the main evaluator for the January 24, 2023, fight. I had a clear view from right in front of the cage. I saw Roper knock out Travis with a powerful kick to the head. Travis dropped to the floor, unconscious, and Roper continued to strike until the buzzer signaled the end of the round. Referee Rubio didn’t step in, but that didn’t surprise me—I’ve seen this scenario play out many times. Referees are there for safety, but ultimately, it’s up to the fighters to protect themselves, and from what I saw, Tina “The Titan” Travis failed to do that. Her loss in the championship fight may have shocked some, but not me. We were once friends, but she was a terrible friend—and, as it turns out, a terrible fighter as well.”

Jury Instructions

Ladies and gentlemen of the jury, this case has been bifurcated, which means you will only be deciding on the question of liability at this stage. Your role is to determine whether GFF's referee failed to adhere to the organization's best practices and whether any such failure was the direct and proximate cause of Ms. Travis's injury. You must base your decision solely on the evidence presented and the law as explained here.

Negligence

To find GFF liable for negligence, you must determine that Ms. Travis has proven the following elements by a preponderance of the evidence:

1. Duty of Care

GFF owed Ms. Travis a duty of care to provide a reasonably safe environment by ensuring that referees adhere to GFF's best practices during fights.

2. Breach of Duty

GFF, through the actions of its referee, breached this duty by failing to follow its best practices during the fight in question. Specifically, you must decide if the referee did not act to stop the fight, assess Ms. Travis's condition, or separate the fighters as outlined in the organization's guidelines.

3. Causation

GFF's breach of duty must have been a direct and proximate cause of Ms. Travis's injury. This means that the referee's failure to act as required must have been closely related to her injury and that her injury would not have occurred "but for" this breach.

4. Damages

Ms. Travis suffered actual harm, specifically a career-ending injury, that was a foreseeable result of the referee's failure to follow best practices.

Assumption of Risk

GFF argues that Ms. Travis assumed the risk of injury as part of her contract, acknowledging that her participation in the sport came with inherent risks. For GFF to succeed in this defense, it must show that:

1. Knowledge of Risk

Ms. Travis was fully aware of the inherent risks associated with her participation in this sport, including the risk of injury.

2. Voluntary Acceptance

Ms. Travis voluntarily accepted these risks, as outlined in her contract with GFF, acknowledging that serious injury is possible despite the application of best practices.

If you find that GFF proved its defense of assumption of risk, then you must find in favor of GFF.

Conclusion

If Ms. Travis has proven all elements of negligence and you do not find that she assumed the risk, your verdict should be in favor of Ms. Travis. If GFF's assumption of risk defense prevails, your verdict should favor GFF.

Please carefully consider all instructions and evidence as you reach your verdict.

EXHIBIT

1

Global Fighting Federation Presents



Rowena Roper

VS



**Tina
"The Titan"
Travis**

Biggest Fight Night in Willow County History

**Experience Fights, Food, Music, and More at Global
Fighting Championship Night!**

Date: January 24, 2023 |

8:00-11:00 PM

**Hosted by: Global Fighting
Federation**

**Buy tickets now at
globalfightingfederation.org
Ticket Prices: \$100 - \$1,500**

@Global Fighting Federation 95



Global Fighting Federation Best Practices for Referees

1. Immediate Fight Stoppage

Act swiftly to stop the fight, prioritizing the safety and well-being of the knocked-out fighter. Immediate intervention is critical.

2. Fighter Condition Assessment

Evaluate the knocked-out fighter's condition by checking for consciousness and responsiveness to gauge their immediate health status.

3. Fighter Separation

Physically separate the fighters to prevent any further strikes to the downed opponent, ensuring their safety.

4. Signal for Medical Assistance

Promptly signal for medical personnel to enter the cage for a thorough assessment and care of the knocked-out fighter.

5. Situation Control and Security

Maintain a calm and secure environment until medical staff arrives and the situation is fully under control, ensuring safety for all parties involved.

MMA Fight Contract for the Championship Bout

Between Rowena Roper and Tina Travis

This contract is made and entered into on November 22, 2022, by and between Tina Travis (the “Fighter”) and Global Fighting Federation (the “Company”), hereinafter collectively referred to as the “Parties.”

1. Event and Fight Details

- Event Name: Championship Fight Rowena Roper Vs Tina Travis
- Date: 1/24/2023
- Location: Willow County
- Weight Class: 130
- Number of Rounds: Five
- Round Duration: Five minutes per round

2. Compensation

- Fight Purse: The Company agrees to pay the Fighter a purse of \$25,000 for participating in the fight.
- Payment Schedule: Payment shall be made within 7 days after the fight concludes.
- Win Bonus: If the Fighter wins, an additional bonus of \$50,000 shall be paid.
- Other Bonuses: Any additional bonuses are at the sole discretion of the Company.

3. Risk Acknowledgment and Assumption of Risk

- Assumption of Risk: The Fighter acknowledges and understands that MMA fighting is inherently dangerous and agrees that participation in the fight involves a substantial risk of physical injury, including but not limited to cuts, bruises, fractures, concussions, spinal injury, and other serious injuries.
- Inherent Risks: The Fighter voluntarily accepts all such risks, both known and unknown, and agrees to be solely responsible for any injuries, damages, or losses sustained during the fight.
- Long-Term Effects: The Fighter understands and accepts that injuries sustained may have long-term effects

and that these risks are assumed voluntarily as part of their participation.

4. Waiver of Liability

- Release of Claims: The Fighter agrees to release, waive, discharge, and covenant not to sue the Company, its directors, officers, employees, contractors, agents, and assigns for any injuries, damages, or losses, whether physical, financial, or psychological, arising from the Fighter's participation in the event.
- Extent of Waiver: This waiver applies to injuries sustained before, during, or after the fight, and the Fighter acknowledges that this waiver is a condition of participation in the event.

5. Rules and Conduct

- Compliance with Rules: The Fighter agrees to abide by the rules and regulations of the Global Fighting Federation and any other governing athletic commission.
- Disqualification or Suspension: The Fighter understands that any failure to comply with rules, including acts of misconduct or unsportsmanlike behavior, may result in disqualification, suspension, or other disciplinary actions as deemed appropriate by the Company.

6. Medical Examination and Clearance

- Pre-Fight Examination: The Fighter agrees to undergo a medical examination prior to the fight to confirm fitness for participation.
- Post-Fight Examination: The Fighter agrees to undergo any necessary post-fight medical examinations if requested by the Company or relevant athletic commission.
- Medical Records: The Fighter consents to the release of relevant medical records and results to the Company if required for regulatory or insurance purposes.

7. Governing Law and Dispute Resolution

- Governing Law: This Contract shall be governed by and interpreted in accordance with the laws of the State of [State].
- Dispute Resolution: Any disputes arising from this Contract shall be resolved through mediation or arbitration as mutually agreed by the Parties. If a resolution cannot be reached, the Parties agree to submit to the exclusive jurisdiction of the courts in [County, State].

8. Entire Agreement

This Contract contains the entire agreement between the Parties and supersedes all prior agreements, representations, or understandings. Any modification of this Contract must be in writing and signed by both Parties.

9. Acknowledgment and Acceptance

By signing below, the Fighter and the Company acknowledge that they have read, understood, and agree to the terms of this Contract and accept the risks, responsibilities, and liabilities set forth herein.

Global Fighting Federation

Signature: —  —

Date: 11/24/2022

Printed Name: Tony Rojas

Tina Travis (Fighter)

Signature:  —

Date: 11/24/2022

Printed Name: Tina Travis