

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Andy Cruz Gomez v. New Champion Promotions, LLC, et al.

Case No. 23-cv-06608-WHO · No. 23-cv-06608-WHO · Decided November 5, 2025

SUMMARY

This document contains findings of fact and conclusions of law following a bench trial in a dispute over boxing promotional agreements involving Andy Cruz Gomez, New Champion Promotions LLC, and Matchroom Boxing USA LLC. The court concluded that the NCP promotional agreement was invalid and unenforceable because essential terms, including compensation, were unspecified, while the Matchroom agreement remained valid as between Gomez and Matchroom. The court held that New Champion Promotions may pursue quantum meruit damages, which will require a future jury trial.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	William H. Orrick
JURISDICTION	United States District Court for the Northern District of California
DECIDED	November 5, 2025
DOCKET	23-cv-06608-WHO
DISPOSITION	other
PROCEDURAL POSTURE	Findings of fact and conclusions of law following a four-day bench trial on severed claims for declaratory relief concerning two boxing promotional agreements.
STANDARD OF REVIEW	In a bench trial, the court determined the facts and applied Florida contract law to the NCP Promotional Agreement; no separate appellate standard of review was applied.
PRECEDENTIAL VALUE	unpublished_or_unreported

TOPICS

- contract formation
- quantum meruit
- contracts
- declaratory judgment
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the NCP Promotional Agreement was a valid and enforceable contract under Florida law despite failing to specify the agreement's essential purpose and New Champion Promotions' compensation.
2. Whether the parties mutually assented to New Champion Promotions acting as an intermediary to secure a major boxing promoter for Cruz.
3. Whether New Champion Promotions was entitled to quantum meruit compensation for securing Matchroom's promotional agreement for Cruz.
4. Whether New Champion Promotions retained promoter rights under the Boxing Promotional Agreement after the NCP Promotional Agreement was found invalid.

HOLDINGS

1. The NCP Promotional Agreement was not a valid or enforceable contract because the parties did not mutually assent to material terms, including the agreement's essential purpose and New Champion Promotions' compensation, and the agreement lacked sufficient consideration.
2. The parties mutually assented to New Champion Promotions acting as an intermediary to find and negotiate an agreement with a major boxing promoter for Cruz's benefit, even though they did not agree on the amount or source of compensation.
3. New Champion Promotions was entitled to recover quantum meruit damages for the reasonable value of its services in securing Matchroom's promotional agreement for Cruz, with the amount to be determined by a jury.
4. Because the NCP Promotional Agreement was invalid, New Champion Promotions had no promoter rights for Cruz under the Boxing Promotional Agreement, except for the right to seek quantum meruit compensation; Cruz retained his rights and obligations under the Boxing Promotional Agreement.

KEY QUOTATIONS

“As a result, the NCP PA is not a valid contract and is unenforceable.” (Introduction)

“But there was never any agreement, including in the NCP PA, on how or how much he would be paid. As in Solutech, Rodriguez is entitled to the reasonable value of his services.” (Conclusions of Law Part III)

“For the foregoing reasons, the NCP PA is not a valid contract and is void. Quantum meruit is appropriate for Rodriguez for the reasonable value of his services in securing the BPA for Cruz.” (Conclusion)

FACTUAL BACKGROUND

Cruz, a highly accomplished Cuban amateur boxer, worked with Sanchez and Ferrer to obtain a promotional relationship with a major boxing company. Cruz signed the NCP Promotional Agreement with New Champion Promotions, whose purpose was to give Rodriguez authority to approach and negotiate with a major promoter,

but the agreement did not state that purpose or specify how New Champion Promotions would be compensated for securing a major promoter. Rodriguez ultimately secured Matchroom as Cruz's major promoter, but the parties disputed whether Cruz had agreed to pay New Champion Promotions 25% of Matchroom's payments. The later Boxing Promotional Agreement also did not specify compensation for New Champion Promotions.

PROCEDURAL HISTORY

Andy Cruz Gomez sued New Champion Promotions, LLC and related defendants concerning the parties' rights and obligations under the NCP Promotional Agreement and Boxing Promotional Agreement. The court severed declaratory-relief claims and conducted a bench trial from September 2 through September 5, 2025. The court concluded that the NCP Promotional Agreement was invalid and unenforceable, that New Champion Promotions was entitled to quantum meruit compensation for its intermediary services, and that the amount of that compensation would require a future jury trial. The court directed the parties to address the Order's effect on the remaining claims at a further case-management conference.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand was ordered. The parties were directed to meet and confer regarding the implications of the Order, propose a trial schedule for the remainder of the case, and address outstanding disagreements at a further case-management conference scheduled for December 2, 2025. A jury will determine the amount of quantum meruit damages.

CASES CITED

- Kolodziej v. Mason, 774 F.3d 736, 740 (11th Cir. 2014)
- Holloway v. Gutman, 707 So. 2d 356, 357 (Fla. Dist. Ct. App. 1998)
- Strong & Trowbridge Co. v. H. Baars & Co., 54 So. 92, 93 (Fla. 1910)
- F.H. Paschen, S.N. Nielsen & Assocs. LLC v. B&B Site Dev., Inc., 311 So. 3d 39, 48 (Fla. Dist. Ct. App. 2021)
- W.R. Townsend Contracting, Inc. v. Jensen Civil Constr., Inc., 728 So. 2d 297, 305 (Fla. 1999)
- Tipper v. Great Lakes Chem. Co., 281 So. 2d 10, 12 (Fla. 1973)
- Commerce P'ship 8098 Ltd. P'ship v. Equity Contracting Co., Inc., 695 So. 2d 383, 385 (Fla. Dist. Ct. App. 1997)
- Daake v. Decks N Such Marine, Inc., 201 So. 3d 179 (Fla. Dist. Ct. App. 2016)
- Solutec Corp. v. Young & Lawrence Assocs., 243 So. 2d 605 (Fla. Dist. Ct. App. 1971)

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