

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15 (d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 14, 2015

B2 Digital, Incorporated
(Exact name of registrant as specified in its charter)

<u>Delaware</u>	<u>0-11882</u>	<u>84-0916299</u>
(State or other jurisdiction Of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

Rodney P. Hunt Chairman 201 Chain Bridge Rd. McLean, VA. 22101 & Paul LaBarre CEO 3177 E. Redfield Rd., Gilbert, Az. 85234
(Address of principal executive Offices) (Zip Code)

Registrant's telephone number, including areas code: (480)639-0876

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (See General Instructions A.2 below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting materials pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 B2 Digital, Inc. Retains Wani I. Manly PA of Miami as Legal Counsel

On April 27, 2015, B2 Digital, Inc., CEO Paul D.H. LaBarre signed the engagement letter to retain the services of Wani I. Manly P.A. as legal counsel to represent B2 Digital in all outstanding legal security matters.

Other than with respect to the transaction, there is no material relationship between the Company or any director or officer of the Company, or any associate of any such director or officer.

As of this date the B2 Digital, Inc. has not issued a Press Release concerning this matter.

Financial Statements and Exhibits can be found for B2 Digital on: www.octmarkets.com Posted July 27, 2013, Year End Report, March 31, 2013.

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
<u>No.</u>	10.1 Engagement Letter dated April 27, 2015

Pursuant to the requirements of the Security Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 14, 2015

B2 Digital, Incorporated

By: /s/ Paul D.H. LaBarre
Paul D.H. LaBarre
C.E.O. B2 Digital



MANLY, P.A.
ATTORNEY AND COUNSELOR AT LAW

April 17, 2015

Mr. Paul D.H. LaBarre
President & CEO
B-2 Digital, Inc.
3177 E. Redfield Road
Gilbert, Arizona 85234

Re: Engagement of W. Manly, P.A.

Dear Mr. LaBarre:

We are pleased that you wish to engage us to advise and represent B-2 Digital, Inc. (hereinafter the "Company") in legal services contemplating securities law; specifically, legal review of the Company's financial disclosures for the last two fiscal years, the provision of our legal opinion of adequate and current information for OTC Markets, Inc.'s News Services, and such other matters as shall arise from time to time. This letter is intended to set forth our understanding as to the nature and scope of the legal services we will render and the terms of the payment of our fees.

1. **Nature of Legal Services.** Representation in connection with representation with securities law with respect to: legal review of the Company's financial disclosures for the last two fiscal years, the provision of our legal opinion of adequate and current information for OTC Markets, Inc.'s News Services, and such other matters as shall arise from time to time.

2. **Retainer.** There is an initial non-refundable retainer fee for this engagement of \$5,000.00 due upon execution of this Engagement Letter for the nature of legal services described in Paragraph 1 to be performed on behalf of the Company. The purpose of the retainer is to secure the fee we believe you will initially incur in this matter. If any additional services are required outside of the services contemplated herein, an additional retainer fee may be requested as required.

We may also require additional monies to be held in trust for exceptional matters such as ensuing litigation; however any payment of fees will not be drawn from the trust account without written confirmation by you or a duly authorized agent of you as required by the State of Florida Bar. All fees will be billed against the non-refundable retainer and subsequently against any funds

Mr. Paul D.H. LaBarre
B-2 Digital, Inc.
April 14, 2015
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held in trust. Expenses will not be billed out of the trust account. For a detailed explanation of expenses please see Paragraph 4 below referring to Costs.

The retainer shall be remitted via wire or teller deposit to the following account:

Wire Transfer Instructions to Citibank, N.A.:

Citibank, N.A.
Account No.: 3290325259
Routing No.: 266086554
For credit to W. Manly, P.A.

3. **Fees for Services.** In an effort to make our legal services affordable to our clients, we have streamlined the majority of our services to flat fees, with some exception, and will notify you accordingly prior to the providing of such services and the costs. At that time, payment is expected before the rendering of all services.

Wani Iris Manly, Esq.	\$300.00
Consultants	\$150.00-\$275.00
Paralegals	\$75.00
Legal Assistants	\$50.00

We will use our time efficiently to minimize your legal fees. The hourly rate will be reflected on each invoice.

4. **Costs.** In connection with our representation, certain expenses will be incurred such as filing fees, recording costs, delivery charges, long distance charges, special postage (express mail, certified mail and the like), courier service, and copying and computer research charges. In addition to our fees for legal services, you agree to pay for such expenditures.

5. **Payment of Fees and Costs.** Payment of fees and costs are expected before the rendition of any services. Questions concerning billing or the payment of fees and costs are to be immediately directed to us in writing by you. If we receive no adverse written comment from you within thirty (30) days from the receipt of a bill, then it is acknowledged and agreed that you have found the bill to be correct and accurate. Should you go delinquent on an account past thirty (30) days then we Office reserve the right to immediately withdraw from representation.

6. **Termination.** You have the right to terminate representation by written notice at any time for any reason. We have the same right to terminate this engagement, subject to our obligation to give you reasonable notice to permit you to obtain alternative representation or services and subject to applicable ethical provisions. We specifically maintain the right to withdraw for breach of this agreement, including failure on your part to pay our invoices and/or prepayment

W. MANLY, P.A.
1101 BRICKELL AVENUE • 8TH FLOOR • SOUTH TOWER • MIAMI, FLORIDA • 33131
PHONE 305.424.1664 • FAX: 786.269.2187 WMANLY@MANLYLAW.COM

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deposits. When our services conclude, through withdrawal, discharge or conclusion of the engagement as described in Paragraph 1, all unpaid charges will become due and payable immediately. At that time, we will offer to return your documents and other materials related to this matter.

7. **Records Retention.** Any records relating to this matter that we retain following the conclusion of our representation will be kept in accordance with our Records Retention Policy, as revised from time to time, and ultimately will be destroyed pursuant to this policy, without further notice to you.

8. **Non-Payment of Fees and Costs.** The non-payment of any statement for fees and costs rendered to you in accordance with the terms of this letter will constitute a default by you. In such event, you authorize and consent to our immediate cessation of all legal services on your behalf and to our withdrawal as your counsel from all pending litigation. You will nevertheless be liable to us for the payment of any fees earned and any costs incurred to that time and you agree to be solely responsible for any adverse consequences which occur during any lapse in legal services. Any amounts on deposit in our trust account as a cost deposit may be applied to our outstanding bills. In the event you are late in paying our fees, we are entitled to hold any papers you have given us, any papers we obtained from anyone else on your behalf and any papers we created in connection with your representation, in addition to requesting an additional retainer or replenishable retainer.

In the event you feel you have been improperly or unfairly billed, you may discuss or dispute the bill with us. No fees will be charged for the time incurred while we discuss your bills. We also agree to engage in formal fee dispute resolution procedures, including fee arbitration, established and administered by the Bars of the state where this matter has been handled, should you chose to undertake such procedures.

9. **Commencement of Representation.** If the foregoing is agreeable to you, please sign this letter and return it to us. A facsimile return is acceptable.

As you know, it is in your best interest to preserve the confidentiality of all communications between us. Your privilege to prevent disclosure of such communications may be jeopardized by disclosing the contents of our communications to third parties.

We appreciate your confidence and assure you that we shall make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

W. MANLY, P.A.

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Wani Iris Manly, Esq.
W. MANLY, P.A.
For the Firm

AGREED AND ACCEPTED THIS 27th day of April 2015.



By: Paul D.H. LaBarre
President & CEO
B2 Digital, Inc.

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