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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF LOS ANGELES**

9
10 FLOYD J. MAYWEATHER, an individual,

11 Plaintiff,

12 vs.

13 SHOWTIME NETWORKS INC., a Delaware
corporation; STEPHEN ESPINOZA, an
14 individual; and DOES 1–100, inclusive,

15 Defendants.
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Case No.: 26STCV03610

COMPLAINT FOR DAMAGES

INTRODUCTION

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2 1. This action seeks to recover hundreds of millions of dollars in misappropriated
3 funds and damages resulting from a long-running and elaborate scheme of financial fraud,
4 breaches of fiduciary duty, and conspiracy orchestrated by Floyd J. Mayweather’s (“Plaintiff” or
5 “Mayweather”) former manager and advisor, Al Haymon (“Haymon”), with the knowing and
6 substantial participation and aid of Defendants Showtime Networks Inc. (“Showtime”) and
7 Stephen Espinoza (“Espinoza”), among others. Mayweather, a legendary professional boxer, was
8 systematically deprived of a significant portion of his career earnings—at least \$340 million (and
9 potentially far more when accounting for lost investment growth)—through a complex web of
10 hidden accounts, unauthorized transactions, and deliberate concealment of financial records.

11 2. Defendants Showtime and Espinoza (then President of Showtime Sports) played a
12 critical role in facilitating this misconduct. It is alleged that they diverted funds intended for
13 Mayweather into accounts controlled by Haymon (or his agents), claimed that critical financial
14 records for Mayweather’s biggest fights were “lost” or inaccessible, and failed to provide
15 transparency despite clear contractual obligations and repeated requests for accounting. By wiring
16 fight proceeds to accounts not directly accessible by Mayweather (such as an account at First
17 Security Bank of Nevada held by counsel retained by Haymon), and by later asserting defenses
18 like the statute of limitations while key documents were missing, Showtime and Espinoza enabled
19 Haymon’s scheme and stymied Mayweather’s efforts to uncover the truth.

20 3. As a result of this scheme, Mayweather has suffered enormous financial harm.
21 From his reported \$1.2 billion in career purses, at least \$340 million is “missing” and
22 unaccounted for. Conservative investment of those funds would likely have made that sum worth
23 several billion today. In addition, Mayweather alleges that Showtime still owes him \$20 million
24 from the 2015 Berto fight (a payout that was supposed to come from the proceeds of the Pacquiao
25 fight). Mayweather brings this action to hold Showtime and Espinoza accountable for aiding and
26 abetting Haymon’s breaches of duty, for participating in a conspiracy to defraud him, and for the
27 direct wrongs of conversion and unjust enrichment. He seeks not only the return of his
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1 misappropriated funds, but also punitive damages to punish Defendants' willful and malicious
2 conduct and to deter similar misconduct in the future.

3 **THE PARTIES**

4 4. Plaintiff Floyd Mayweather, Jr., is an individual residing in Nevada and a world-
5 renowned African American professional boxer. He is the principal of Mayweather Promotions,
6 LLC. Throughout his career, Mayweather entrusted the management of his financial and business
7 affairs to a close advisor (Haymon), giving rise to a fiduciary relationship.

8 5. Defendant Showtime Networks Inc. is a television network and mass media
9 company. Showtime partnered with Mayweather for numerous major pay-per-view boxing events,
10 including record-breaking bouts such as Mayweather vs. Pacquiao (2015) and Mayweather vs.
11 McGregor (2017). Showtime was responsible for distributing pay-per-view revenues and other
12 fight proceeds pursuant to distribution agreements, and had duties to maintain and provide
13 accurate accounting of event finances.

14 6. Defendant Stephen Espinoza is an individual who served as President of Showtime
15 Sports during the period of the events in question. In that role, Espinoza oversaw Showtime's
16 boxing programming and business dealings, including those involving Mayweather's fights.
17 Espinoza departed Showtime amid its corporate restructuring in or around 2023, and has since
18 reportedly joined Al Haymon in his boxing enterprise, illustrating a continued relationship with
19 Mayweather's fiduciary.

20 7. Non-Party Al Haymon was Mayweather's long-time manager/advisor and the
21 alleged mastermind of the financial scheme. A Harvard-educated businessman with a background
22 in the music promotion industry, Haymon is known for operating behind the scenes and
23 maintaining extreme secrecy in his dealings. Mayweather considered Haymon a father figure and
24 relied on him to manage virtually all aspects of his finances and contracts. This position of trust
25 and confidence made Haymon a fiduciary to Mayweather under California law. Haymon,
26 however, has a reputation for leaving "surprisingly few fingerprints" on transactions and
27 disclosing as little as possible even to those he works with.
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1 sophisticated business guidance at that young age, Mayweather signed his first promotional
2 contracts (including a long-term deal with Top Rank Boxing and HBO) without independent legal
3 counsel present. For instance, he later learned that an early contract gave HBO control over his
4 fight footage “masters,” a term he did not fully understand at the time, and which would have
5 future financial implications. Despite these disadvantages, Mayweather’s talent propelled him
6 quickly to championship status, earning him the nickname “Pretty Boy Floyd” and later “Money
7 Mayweather.”

8 15. In or around 2004, Mayweather was introduced to Al Haymon. The introduction
9 was facilitated by Sam Watson (a mutual acquaintance known to be Haymon’s close associate and
10 liaison in boxing circles). Haymon, a Harvard MBA graduate and former music concert promoter,
11 impressed Mayweather with his vision for maximizing fighters’ earnings and taking a more
12 fighter-centric approach than traditional boxing promoters. Mayweather, coming off strained
13 relationships with promoters (he famously bought out his contract with Bob Arum/Top Rank to
14 become a free agent), was receptive to Haymon’s advice and influence.

15 16. Mayweather and Haymon entered into what Mayweather understood to be a verbal
16 one-year management/advisory agreement around 2005. Under this oral arrangement, Haymon
17 would act as Mayweather’s manager/adviser for a 10% fee (meaning Haymon would receive 10%
18 of Mayweather’s fight earnings, and Mayweather would keep 90%). This split was notably
19 favorable compared to the standard manager fee (often 33% in boxing). Mayweather has credited
20 this unconventional deal structure with revolutionizing boxer-management relationships, stating
21 that it “changed boxing management forever” by empowering the fighter. After the one-year term
22 lapsed, no new written agreement was signed, yet Haymon continued in the same role for the next
23 15+ years. Haymon at times represented (to Mayweather and others) that he “never took a dollar
24 from Floyd” beyond perhaps token amounts, even claiming he provided his services out of loyalty
25 or friendship. (For example, Haymon would later say he “did everything for free” for
26 Mayweather, which Mayweather now believes was a deceptive narrative.)

27 17. Over the years, Haymon became deeply embedded in every aspect of
28 Mayweather’s professional and personal affairs. Mayweather trusted Haymon implicitly—

1 viewing him as a father figure and referring to him as “The Godfather” of his team. Haymon
2 handled contract negotiations, television deals, sponsorships, and even personal expenditures and
3 investments on Mayweather’s behalf. Because Mayweather’s focus was on training and boxing,
4 he relied on Haymon’s judgment in business matters. This reliance and reposal of trust created a
5 fiduciary duty on Haymon’s part to act with the utmost loyalty, good faith, and candor towards
6 Mayweather. Under California law, such a duty arises when one person is in a position of trust
7 and confidence and exercises dominance or influence over the other. Mayweather’s relationship
8 with Haymon squarely fits that definition: Haymon was obligated to act in Mayweather’s best
9 interests, to fully disclose material facts about Mayweather’s finances, and to refrain from self-
10 dealing or profiting at Mayweather’s expense.

11 18. Significantly, despite handling vast sums of Mayweather’s money over many
12 years, Haymon never instituted transparent reporting or independent oversight. No formal
13 accounting statements were provided to Mayweather. Financial records were tightly controlled by
14 Haymon and his chosen confidants (like Jeff Morris). When questions arose, Haymon often
15 provided reassurances without documentation, and Mayweather, given his trust, often accepted
16 those explanations. This lack of oversight set the stage for the concealed scheme described below.
17 Indeed, California law recognizes that when a fiduciary fails to disclose their own breaches, such
18 omission can constitute constructive fraud tolling any statute of limitations. Here, Haymon’s
19 omissions and obfuscations prevented Mayweather from discovering the truth for a long time.

20 **II. HAYMON’S FINANCIAL SCHEMES AND BREACHES OF FIDUCIARY DUTY**

21 19. Over approximately two decades of managing Mayweather, Haymon engaged in a
22 pattern of financial manipulation and self-dealing behind Mayweather’s back. These schemes
23 included, *inter alia*: (a) diverting portions of Mayweather’s fight earnings under false pretenses
24 that Haymon then kept or controlled; (b) routing fight revenues into secret accounts that
25 Mayweather did not know about or have access to; (c) paying himself and his associates large
26 sums from Mayweather’s funds without authorization; and (d) concealing or altering
27 documentation to cover up these activities. Haymon’s conduct, as alleged, was a blatant breach of
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1 his fiduciary duties of loyalty, candor, and care owed to Mayweather. Each aspect of the scheme
2 is detailed below.

3 20. Banking records (obtained recently by Mayweather’s team) show a pattern of large
4 transfers from the above accounts to Alan Haymon Development, Inc. and other Haymon-owned
5 entities. These transfers were often labeled as “repayment” or “loan payoff,” falsely suggesting
6 that Haymon had advanced money to Mayweather at some earlier time which was now being
7 reimbursed. Mayweather insists he never received such loans from Haymon. The effect was to
8 systematically move Mayweather’s earnings into Haymon’s coffers under false pretenses. For
9 example, over the course of years, tens of millions would be moved to “Alan Haymon
10 Development” shortly after major fights, draining the account that held Mayweather’s money.

11 21. Additionally, records show numerous one-off payments from Mayweather’s
12 accounts directly to Haymon or Morris. These include transactions on dates unconnected to any
13 fight, with memos like “Mayweather expenses” or no clear description, in amounts such as \$12
14 million, \$15 million, \$3 million, \$9 million, etc. Each of these represents Mayweather’s money
15 being paid out without his authorization or benefit. Mayweather never approved paying Haymon
16 such bonuses or fees beyond the agreed 10%, and certainly not paying his accountant Morris
17 multimillion-dollar sums. Such payments, if they occurred, were clear misappropriations.

18 22. Haymon took great pains to ensure Mayweather remained unaware of these
19 accounts and transactions. This is corroborated by statements from insiders that Haymon only
20 permitted Floyd to see what Haymon wanted him to see, and actively hid documentation. In one
21 communication, Haymon directed Morris to send Floyd only the signature pages of contracts or
22 forms—with Haymon’s handwritten notes—and explicitly said “he doesn’t want Floyd to see the
23 documents.” This level of control prevented Mayweather from discovering the outflows of his
24 money. It was a direct breach of Haymon’s fiduciary duty to provide full disclosure of material
25 facts related to Mayweather’s finances.

26 23. Haymon’s aversion to leaving a digital trail extended to how he communicated
27 instructions. He often relied on fax transmissions and in-person meetings rather than emails. In
28 fact, when a subpoena for Haymon’s deposition was served in related litigation, his counsel

1 represented that “Mr. Haymon does not own or operate a computer,” underscoring Haymon’s
2 deliberate avoidance of traceable electronic communication. By using faxes and avoiding email,
3 Haymon made it harder to later uncover written evidence of his directives (for example,
4 instructions to banks or accountants). This “old school” approach was part of what one associate
5 called working in the “Flintstone ages,” and it served the purpose of secrecy well.

6 24. On at least one occasion, Haymon or his agents allegedly altered a document to
7 conceal wrongdoing. Mayweather’s representatives have an example of a faxed authorization
8 form in which the date appears to have been manually altered (whited-out and rewritten) to
9 misrepresent when it was signed. That same document, which purported to authorize Jeff Morris
10 to pay himself a large sum from Mayweather’s account, had a telling notation initially—“We need
11 to cover our ass”—which was crossed out in the version sent to the bank. The presence of that
12 phrase (and its redaction) strongly suggests that Haymon and his team recognized the impropriety
13 of what they were doing and were attempting to paper over the trail. Moreover, following
14 Haymon’s suffering a medical issue (a stroke) in late 2023, there was a sudden exodus of key
15 members of Mayweather’s camp: five of Mayweather’s long-time lawyers abruptly “retired” or
16 withdrew from representation within a three-month span. This timing raised suspicion that those
17 individuals may have been aware of or complicit in aspects of the hidden scheme, and chose to
18 distance themselves once Haymon was incapacitated and the situation risked exposure. To date,
19 many records remain missing. Indeed, when Mayweather’s new team asked Showtime in 2024 for
20 documentation of fight revenues and expenses, they were told that some records (for example, the
21 payout spreadsheets or deal memos for the Pacquiao and McGregor fights) were “lost in a flood”
22 or stored off-site and not readily accessible. Whether or not such a flood occurred, the end result
23 is that documentation that would clearly trace the flow of money to and from Mayweather for his
24 biggest fights is conveniently unavailable.

25 **III. SHOWTIME AND ESPINOZA’S KNOWING PARTICIPATION & CRITICAL** 26 **COMPLICITY**

27 25. Starting in 2013, Mayweather entered an exclusive multi-fight deal with
28 Showtime, leaving HBO. This deal (the richest in boxing at the time) made Showtime the

1 broadcaster of Mayweather’s fights and a key financial intermediary. Under the Showtime
2 contract and subsequent event agreements, Showtime was responsible for collecting pay-per-view
3 revenues and other fight income, deducting certain agreed expenses, and then disbursing the
4 proceeds (purses, bonuses, etc.) to Mayweather or his designated entity (Mayweather
5 Promotions). Stephen Espinoza, as head of Showtime Sports, personally negotiated with
6 Mayweather’s team and oversaw these events. The Mayweather-Pacquiao fight in May 2015, for
7 example, was a Showtime/Viacom and HBO co-production, with a detailed distribution
8 agreement governing who got paid what. Similarly, Mayweather-McGregor in 2017 was handled
9 by Showtime. Thus, Showtime/Espinoza were in a position to know exactly how much money
10 was generated and where it was directed.

11 26. Instead of paying Mayweather directly or into an account under Mayweather’s sole
12 control, Showtime (at the direction or request of Haymon/Ellerbe at the time) wired
13 Mayweather’s share of fight proceeds to the First Security Bank account of Mayweather’s “tax
14 counsel” (Jeff Morris). For instance, in the Pacquiao fight, the distribution agreement designated
15 that Mayweather’s purse and upside would be paid to an account at First Security Bank of
16 Nevada in the name of Jeff Morris (with Morris as signatory). Showtime complied with that
17 direction. By doing so, Showtime effectively delivered Mayweather’s money straight into
18 Haymon’s hands, since Haymon controlled Jeff Morris’s actions. Given the size of the transfers
19 (hundreds of millions) and the unusual nature of paying a fighter via a third-party lawyer’s trust
20 account, this should have raised red flags within Showtime. On information and belief, Stephen
21 Espinoza and other Showtime executives were aware that Al Haymon was the de facto controller
22 behind those accounts—indeed, Espinoza publicly acknowledged that Haymon often stayed in the
23 background and let others (like lawyers or promoters) formally handle business, a pattern dating
24 back to Haymon’s concert business days. Thus, Defendants knew that by sending funds to Jeff
25 Morris’s account, they were knowingly participating in a structure that kept Mayweather from
26 directly receiving or overseeing his own earnings.

27 27. As Mayweather’s distribution partner, Showtime had contractual duties to provide
28 an accounting of event revenues and expenses. However, when Mayweather’s new management

1 team (led by Richard Schaefer) in late 2024 requested detailed breakdowns for the Pacquiao and
2 McGregor fights, Showtime was unable or unwilling to produce them. In correspondence (emails
3 in November 2024) to Showtime/Paramount finance personnel (including Kane Milverton and
4 Elze Fogarty), Schaefer itemized serious discrepancies: for example, expense reimbursements
5 charged against the Pacquiao fight totaling millions of dollars that appeared inflated or
6 unsupported, and a mysterious \$20 million “reimbursement” for the Andre Berto fight that was
7 paid out of the Pacquiao fight funds. These inquiries implied that someone had used the huge
8 Pacquiao revenue pool as a slush fund to pay unrelated costs (like the Berto payout) or excessive
9 “expenses” that benefited Haymon’s operation (possibly including large fees to Haymon or his
10 companies). Rather than provide transparency, Showtime’s response was that many records were
11 not readily available. Haymon claimed that certain documents were “lost due to a flood” in a
12 storage facility while Showtime claimed that the records had been moved off-site when Showtime
13 Sports was downsized. Whether or not this was true, the effect was to stonewall Mayweather’s
14 attempts to follow the money trail. By failing to maintain and produce the records, Showtime
15 breached the very purpose of its involvement—to fairly handle and report money owed to the
16 fighter.

17 28. Mayweather’s representatives made numerous requests, both verbally and by
18 email, seeking to obtain the records. Notwithstanding Showtime’s claims that they were located in
19 an off-site storage facility and would be retrieved, the records were never provided to
20 Mayweather.

21 29. After Showtime exited the boxing business in 2023, Stephen Espinoza quickly
22 aligned himself with Haymon’s Premier Boxing Champions (PBC) venture. In December 2023,
23 reports emerged (via boxing insider Rick Glaser) that Espinoza had been hired by Al Haymon to
24 help run PBC’s new broadcasting deal with Amazon Prime. In other words, Espinoza went from
25 ostensibly representing the interests of a broadcast partner (Showtime) to being on Haymon’s
26 payroll. This move casts a retrospective light on Espinoza’s actions during the Showtime years: it
27 suggests that Espinoza may have had a motivation to keep Haymon (a powerful supplier of
28 content and now his future boss) happy, even if it meant turning a blind eye to irregularities.

1 Indeed, public comments by Espinoza have consistently defended Haymon. For example, in a
2 Washington Post interview, Espinoza downplayed Haymon’s secrecy, stating Haymon “doesn’t
3 need to be seen” and that he stayed in the background even in the music business. Espinoza’s
4 familiarity with Haymon’s methods supports an inference that Espinoza *knew* Haymon was likely
5 doing things unconventionally (if not improperly) with Mayweather’s money, yet Espinoza did
6 nothing to alert Mayweather or intervene.

7 30. Showtime and Espinoza were aware that Haymon was acting as Mayweather’s
8 manager/advisor (a fiduciary role). They also were aware, or certainly should have been, that
9 Haymon was not reporting or behaving like a typical manager who simply takes a percentage.
10 The extraordinarily large sums moving at Haymon’s direction (far beyond a 10% fee), and the
11 unusual account structures, indicated that Haymon was breaching his duties to Mayweather.
12 Under California law, a third party who knowingly participates in another’s breach of fiduciary
13 duty can be held liable for aiding and abetting that breach. Here, Showtime and Espinoza’s
14 actions—funneling money to Haymon-controlled accounts, failing to provide information, and
15 perhaps even concealing the truth—amounted to substantial assistance to Haymon’s scheme.
16 They provided the means and cover for Haymon to succeed in defrauding Mayweather.

17 31. After receiving Schaefer’s 2024 inquiries, Showtime involved its legal department.
18 Instead of a cooperative stance, Showtime raised the specter of the statute of limitations,
19 suggesting that any claims related to fights as far back as 2015 might be time-barred. This
20 position is deeply ironic because the only reason Mayweather did not discover the issues sooner
21 was the elaborate concealment—missing records, falsified statements, trust in his fiduciary, etc.
22 California law tolls the statute of limitations in cases of fraudulent concealment or where the
23 plaintiff is unaware of the facts due to the defendant’s wrongful acts. By attempting to hide
24 behind time limits while having contributed to the delay in discovery, Showtime essentially
25 confirmed its complicity. Mayweather asserts that any limitations period is tolled by the
26 Defendants’ concealment and that he has filed promptly upon discovering the scheme.

27 32. In sum, Showtime and Espinoza enabled and assisted Haymon’s breach of duty in
28 multiple ways: (a) Facilitating control of funds: by paying Mayweather’s earnings into accounts

1 Haymon controlled, rather than ensuring Mayweather’s direct receipt; (b) Lack of transparency:
2 by failing to provide Mayweather with timely and accurate financial information and by “losing”
3 or not keeping track of key documents, they made it possible for the fraud to go undetected;
4 (c) Silence despite knowledge: Espinoza and others at Showtime who had detailed knowledge of
5 the fight finances did not speak up to Mayweather even when things looked irregular (for
6 instance, they never queried Mayweather, “Did you authorize these inflated marketing expenses?”
7 or “Should this \$20 million for Berto really come out of your share?”); and (d) Post-hoc
8 obstruction: when confronted, they offered excuses and legal defenses instead of full cooperation.
9 Such conduct by a business partner is actionable and has directly harmed Mayweather.

10 **IV. DAMAGES AND ONGOING IMPACT**

11 33. The financial harm to Mayweather is massive. As noted, at least \$340 million of
12 his earnings have been misappropriated or remain unaccounted for. This is money Mayweather
13 earned through blood, sweat, and tears in the ring—including the historically lucrative Pacquiao
14 fight (which alone should have netted him roughly \$240 million) and others. Beyond the principal
15 sum, the lost investment potential is enormous: Even a conservative index fund might double
16 money every 7–10 years, so that \$340 million could easily have grown to over a billion in a
17 decade. Mayweather’s ability to generate such income again (through fighting) is limited, as he is
18 now semi-retired and 48 years old. Thus, the opportunity cost is irretrievable, warranting a
19 significant award of *prejudgment interest* and/or *loss of use* damages on top of the raw amount.

20 34. Mayweather built a public persona around financial success (“The Money Team”).
21 The revelation that he was defrauded out of hundreds of millions—and the resultant (false)
22 rumors that he was “broke” or stuck overseas due to money issues—have caused him reputational
23 harm and mental anguish. He has had to endure public speculation about his finances that is
24 mortifying for someone of his pride and status. Internally, discovering this betrayal by a long-
25 trusted advisor (Haymon) has been emotionally devastating. It has strained relationships within
26 his camp and family, and caused him to question his own judgment in trusting people. These are
27 real damages cognizable under fraud and fiduciary breach claims.
28

1 40. Mayweather and Haymon had a longstanding relationship of trust wherein
2 Haymon served as Mayweather’s manager, advisor, and de facto business agent. Under California
3 law, a fiduciary relationship exists when one person is under a duty to act for the benefit of
4 another in matters within the scope of their relationship, with loyalty, trust, and confidence. Here,
5 Haymon owed Mayweather fiduciary duties of loyalty, utmost good faith, candor, and care. He
6 was required to put Mayweather’s interests above his own, to refrain from self-dealing, and to
7 disclose material financial information to Mayweather.

8 41. Haymon breached his fiduciary duties in numerous ways, including but not limited
9 to:

10 a. **Misappropriating Funds:** Diverting Mayweather’s earnings into accounts
11 Haymon controlled and then using those funds for Haymon’s own benefit (e.g., transferring tens
12 of millions to his companies, taking unauthorized “fees” far above the agreed 10%, and paying
13 personal or unrelated expenses with Mayweather’s money).

14 b. **Self-Dealing and Conflicts:** Positioning himself on both sides of
15 transactions (for instance, as advisor to Mayweather but also as a purported creditor via “Alan
16 Haymon Development, Inc.”) and effecting transfers that benefited himself without Mayweather’s
17 consent.

18 c. **Non-Disclosure and Concealment:** Failing to disclose to Mayweather the
19 existence of bank accounts holding his money, the transfers out of those accounts, or the overall
20 status of Mayweather’s finances. Instead, Haymon gave false assurances and partial information,
21 thereby deceiving Mayweather. The failure of a fiduciary to inform the beneficiary of breaches
22 itself constitutes constructive fraud. Haymon actively concealed his wrongdoing, tolling any
23 statutes of limitation that might otherwise apply.

24 d. **Gross Mismanagement:** Even apart from outright theft, Haymon utterly
25 failed to keep proper records, commingled funds, and did not act with the prudence expected of a
26 fiduciary managing another’s money. His use of fax and avoidance of normal accounting systems
27 was a breach of the duty to maintain reasonable control and documentation of assets.
28

1 42. As set forth above, Al Haymon breached his fiduciary duties to Mayweather
2 through extensive misappropriation and deceit. Haymon’s breach is the underlying wrongdoing in
3 this aiding-and-abetting claim. The existence of the fiduciary relationship and its breach are
4 established by the facts above (Haymon was in a position of trust and breached that trust by self-
5 dealing, concealment, etc.).

6 43. Defendants Showtime and Espinoza had actual or constructive knowledge that
7 Haymon was engaging in conduct inconsistent with his fiduciary duties to Mayweather. They
8 knew Haymon was Mayweather’s fiduciary agent in control of his payments. They witnessed or
9 facilitated unusual transactions (such as directing payments to accounts not in Mayweather’s
10 name, and the lack of direct payments to Mayweather). Espinoza, especially, as a seasoned
11 attorney and sports executive, would recognize that a manager secretly taking far more than a
12 10% fee or routing money through opaque channels is breaching his duty. At minimum,
13 Defendants were aware of facts that should have alerted them to the high probability of Haymon’s
14 breach (willful blindness is not a defense). For example, the sheer scale of “expense” deductions
15 (\$50+ million) and off-the-top payments for unrelated fights (the \$20 million Berto
16 reimbursement) cannot square with an honest fiduciary arrangement, and Defendants were aware
17 of those financial moves.

18 44. Defendants provided substantial assistance and encouragement to Haymon’s
19 breach of duty. Their aiding and abetting took multiple forms:

20 a. **Financial Conduit:** Showtime acted as the conduit by which funds
21 reached Haymon. By depositing Mayweather’s earnings into the Jeff Morris/First Security Bank
22 account (rather than insisting on paying Mayweather or an escrow under joint control), Showtime
23 made it possible for Haymon to seize control of the money. Without Showtime’s cooperation,
24 Haymon would have had to convince Mayweather to hand over the funds; instead, Showtime’s
25 direct deposit into Haymon’s sphere achieved that in one step.

26 b. **Lack of Oversight or Objection:** Espinoza and Showtime executives did
27 not object to or question instructions that, on their face, were irregular. For instance, if Haymon or
28 a representative said “send the money to this account for Floyd,” Showtime complied without

1 verifying with Mayweather personally. By treating Haymon's word as sufficient, they enabled
2 Haymon's unchecked control. In contrast, had Showtime insisted on Mayweather's personal sign-
3 off or had they flagged unusual requests, the scheme could have been stopped or exposed earlier.

4 **c. Concealment and Stonewalling:** When Mayweather's team began
5 investigating, Showtime did not come clean. Instead, they gave excuses about missing records
6 and time-barred claims. This helped Haymon by delaying discovery of the full scope of the
7 breach. By not volunteering information or documents in their possession (like internal emails,
8 drafts of agreements, audit rights, etc.), Showtime shielded Haymon. Even after Haymon was
9 sidelined by health issues, Showtime did not take the opportunity to assist Mayweather; rather,
10 they continued to resist transparency. This behavior in 2024 constitutes aiding and abetting as it
11 furthered Haymon's goal of avoiding accountability.

12 **d. Benefit and Alignment:** Showtime benefited from its cozy relationship
13 with Haymon (he delivered top boxing content) and Espinoza personally had an interest in
14 keeping Haymon pleased (leading to his future employment). This alignment of interests led them
15 to side with Haymon rather than Mayweather when conflicts arose. For example, if there was a
16 dispute about whether certain expenses were legitimate, Showtime effectively sided with
17 Haymon's accounting. By serving Haymon's interests, they substantially assisted him in
18 maintaining the facade of propriety.

19 45. Aiding and abetting breach of fiduciary duty requires: (1) a fiduciary relationship
20 and breach by the primary wrongdoer; (2) the aider's knowledge of the breach; (3) substantial
21 assistance or encouragement of the breach; and (4) damages resulting from the breach. Here: (1)
22 Haymon's fiduciary breach is established; (2) Showtime/Espinoza knew or should have known, as
23 detailed; (3) their acts and omissions were substantial assistance; and (4) Mayweather's damages
24 ensued as a result (the money would not have been lost but for, inter alia, Showtime funneling it
25 to Haymon and failing to report irregularities).

26 46. The aiding-and-abetting defendants are jointly and severally liable for the damages
27 caused by the breach. Thus, Showtime and Espinoza are liable for the full amount of damages
28 that flowed from Haymon's breaches—the same \$340+ million and consequential losses

1 described earlier—because their participation was a proximate cause of that loss. Had they not
2 aided Haymon, the breach might have been prevented or mitigated.

3 47. Aiding and abetting a fiduciary's fraud is itself an intentional tort warranting
4 punitive damages if done with malice or fraud. Showtime and Espinoza's actions were carried out
5 willfully and with conscious disregard of Mayweather's rights. They chose to prioritize business
6 expediency and their alliance with Haymon over the duty to ensure Mayweather wasn't being
7 robbed. This kind of corporate complicity in fraud merits punitive damages to punish and deter.
8 Mayweather seeks punitive damages against Showtime and Espinoza in an amount appropriate to
9 punish their conduct and deter others, subject to proof at trial and the enlightened conscience of
10 the jury (but given the wealth of corporate Defendants, this should be a substantial sum).

11
12 **SECOND CAUSE OF ACTION**
13 **CIVIL CONSPIRACY TO COMMIT FRAUD**
14 *(Against Showtime and Stephen Espinoza)*

15 48. Plaintiff realleges each the foregoing paragraphs as if full set forth herein.

16 49. Defendants Showtime and Espinoza, together with Al Haymon (and possibly Jeff
17 Morris and others), knowingly combined and agreed to accomplish an unlawful objective—
18 namely, to defraud Mayweather and misappropriate his earnings. An actionable civil conspiracy
19 consists of a combination of two or more persons who, by some concerted action, intend to
20 accomplish some unlawful objective for the purpose of harming another, and which results in
21 damage. Here, by at least 2015 if not earlier, there was a meeting of the minds between Haymon
22 and Showtime's representatives that Haymon would control the disbursement of Mayweather's
23 money and that Showtime would cooperate in that regard, even if it meant sidelining
24 Mayweather's direct involvement. The shared goal was to allow Haymon to handle (and as it
25 turned out, divert) funds in ways not contractually or legally authorized, which is an unlawful
26 objective (it entails breach of fiduciary duty and fraud). While Haymon's motive was personal
27 enrichment, Showtime/Espinoza's motive was to maintain their lucrative partnership with
28 Haymon/Mayweather and later to ingratiate Espinoza with Haymon. This alignment produced an

1 implied agreement: Showtime would not interfere with or reveal Haymon’s financial
2 machinations, and Haymon would continue delivering fights and perhaps even cut
3 Showtime/execs in on favorable terms (indeed Espinoza got a job).

4 50. In furtherance of the conspiracy, Defendants committed numerous overt acts (each
5 described in detail above). To highlight a few:

6 a. **Routing Funds to Secret Account (Overt Act #1):** On or about May
7 2015, Showtime, through its officers, wired Mayweather’s purse and pay-per-view upside from
8 the Pacquiao fight into First Security Bank Account #... (Jeff Morris account) rather than to
9 Mayweather. This was an act that furthered the conspiracy by putting the money within Haymon’s
10 easy reach.

11 b. **Recording False Expenses (Overt Act #2):** Showtime’s accounting
12 statements for fights (at least those that have been seen) included inflated or false “expenses”
13 which reduced Mayweather’s net. For example, charging \$50 million in vague expenses and \$20
14 million for Berto on the Pacquiao ledger—acts which concealed the diversion of funds. If these
15 entries were made at Haymon’s request, Showtime’s inclusion of them was an act joining the
16 conspiracy (as it gives a paper justification to withhold money from Mayweather).

17 c. **Misrepresentations and Concealment (Overt Act #3):** Espinoza (and by
18 extension Showtime) made misrepresentations to Mayweather’s team by omission—failing to
19 disclose that, for instance, a big chunk of Pacquiao fight money was being held back (purportedly
20 for “reimbursements”). And later, in 2024, claiming records were lost (a potentially false
21 statement) was an overt act to keep the fraud hidden.

22 d. **Stephen Espinoza’s acceptance of a role with Haymon (Overt Act #4):**
23 In late 2023, Espinoza’s negotiation and agreement to work for Haymon’s PBC, while not illegal
24 itself, evidences the tight relationship. If (as Mayweather suspects) part of Espinoza’s deal
25 included not speaking out on the Mayweather money issue or continuing to shield Haymon, that
26 agreement and Espinoza’s silence are overt acts consolidating the conspiracy.

27 51. The object of the conspiracy was unlawful—it encompassed fraud (the intentional
28 misrepresentation and concealment of material facts regarding Mayweather’s money) and

1 conversion (theft of his funds). The primary purpose was to cause injury to Mayweather while
2 benefitting the conspirators. The conspirators must have had the intent to harm (or to benefit
3 themselves knowing harm to another is substantially certain). Here, Haymon clearly intended to
4 harm (financially) Mayweather by taking his money. Showtime/Espinoza may not have harbored
5 personal ill-will toward Mayweather, but they acted intentionally to assist Haymon’s ends (to
6 benefit themselves or their company), knowing that the natural and necessary consequence was
7 that Mayweather would be deprived of his rightful funds. That suffices for the “malice” element
8 of conspiracy—an injurious act done without justification for the benefit of the conspirators at the
9 expense of the plaintiff.

10 52. As a direct and proximate result of the conspiracy, Mayweather suffered the
11 aforementioned damages (loss of funds, etc.). In civil conspiracy, each conspirator is jointly liable
12 for all acts of co-conspirators in furtherance of the plan. Therefore, Showtime and Espinoza are
13 jointly liable for the entire damage amount, even for acts (like Haymon physically transferring
14 money) that they did not personally carry out, because those acts were committed in furtherance
15 of the agreed scheme.

16 53. Showtime is vicariously liable for the acts of its employees/agents (like Espinoza
17 and others) taken within the scope of their employment and in furtherance of corporate interests.
18 The conspiracy involved actions by Showtime’s officers (Espinoza) and possibly other staff in
19 accounting, thus binding the corporation to the conspiracy.

20 54. A conspiracy to defraud merits punitive damages as it involves deliberate
21 concerted wrongdoing. The combination of a powerful manager and a major network to secretly
22 divert a fighter’s earnings is highly reprehensible. Mayweather seeks punitive damages here as
23 well. The amount should be sufficient to punish each conspirator; in Showtime’s case, given its
24 financial size, the amount should be significant enough to be felt by a large corporation (subject
25 to any statutory caps and constitutional limits).

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THIRD CAUSE OF ACTION

CONVERSION

(Against Showtime and Stephen Espinoza)

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3 55. Plaintiff realleges each the foregoing paragraphs as if full set forth herein.

4 56. Mayweather had ownership or immediate right to possession of the monies earned
5 from his fights, including the portions paid by the networks after expenses. Once Mayweather
6 performed in the fights and the revenue was generated, the contractually due amounts (purse,
7 guaranteed amounts, percentage of PPV sales, etc.) belonged to Mayweather. These funds are
8 personal property (money) in which Mayweather had a proprietary interest. Even if held
9 temporarily by a third party (Showtime) for distribution, those specific funds were designated for
10 Mayweather.

11 57. Defendants exercised wrongful dominion and control over Mayweather’s property,
12 in a manner inconsistent with Mayweather’s rights. Specifically, Showtime and Espinoza
13 intentionally directed Mayweather’s money to be deposited in an account that Mayweather did
14 not control (thus denying him dominion over it). Thereafter, by following Haymon’s directives
15 rather than Mayweather’s, they aided in wrongfully retaining those funds away from Mayweather.
16 Conversion does not require a manual taking by the defendant; it suffices if the defendant played
17 a role in wrongfully assuming control over the property or preventing the owner from accessing
18 it. Here, when Showtime sent, say, \$100 million of Mayweather’s money to the First Security
19 Bank account, and that money was subsequently paid out to Haymon or others without
20 Mayweather’s authorization, Showtime effectively asserted control in a manner adverse to
21 Mayweather’s rights. Espinoza, as the executive in charge, authorized or allowed these actions.

22 58. The acts of dominion were intentional—it was no accident that the money went
23 where it did. Defendants cannot claim good faith or mistake as a defense; conversion is actionable
24 even if done without conscious wrongdoing, but in this case there was knowing complicity. The
25 conversion is not excused by any contractual provision, because no contract allowed Showtime to
26 pay Mayweather’s share to someone else without Mayweather’s informed consent. Any claim that
27 “we were just following instructions from Mayweather’s advisor” fails because those instructions
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1 were not truly from Mayweather; and once Defendants knew or should have known of the breach
2 (as alleged), any continued control was clearly wrongful.

3 59. Typically, if the defendant initially acquired the property lawfully, a demand and
4 refusal to return it can establish conversion. Here, to the extent Showtime initially lawfully held
5 Mayweather’s money as a stakeholder, Mayweather’s team (through Schaefer and attorneys) did
6 in late 2024 demand an accounting and effectively the return of funds wrongly withheld (like the
7 \$20M Berto money). Showtime did not return any funds or provide the accounting, effectively
8 refusing. Moreover, now by filing this suit, Mayweather formally demands return of all his
9 converted property. Defendants have not returned it.

10 60. The value of the property converted is at least \$340 million (or an amount to be
11 proven at trial). Mayweather is entitled to recover this value from Defendants. Additionally,
12 consequential damages such as lost investment income or interest can be recovered. For instance,
13 if \$100 million was converted in 2015, Mayweather should recover not just \$100 million, but also
14 the reasonably foreseeable profits from that money over the years (or statutory prejudgment
15 interest as a proxy). These damages are directly attributable to the conversion—had Mayweather
16 had control of his money when due, he would have had it to invest or use.

17 61. Showtime and Espinoza are jointly liable with each other, and also jointly liable as
18 co-conspirators or aiders with Haymon for conversion. Even if Espinoza did not personally
19 transfer funds, he is liable if he directed or ratified the acts. Showtime is liable through respondeat
20 superior for Espinoza’s acts. Each defendant who participated in the conversion is responsible for
21 the full amount.

22 62. Conversion, when accomplished willfully and with oppression or fraud, can justify
23 punitive damages. Here, taking someone’s money in secret is essentially theft with fraud.
24 Defendants acted in conscious disregard of Mayweather’s ownership rights. Punitive damages are
25 thus warranted to the extent not duplicative. Mayweather seeks punitive damages for conversion
26 as an alternate theory as well.

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FOURTH CAUSE OF ACTION

UNJUST ENRICHMENT

(Against Showtime and Stephen Espinoza)

Pled in the alternative, to the extent a contract or tort claim does not provide full relief. If any funds cannot be recovered under other counts, they should be recoverable in equity.

63. Plaintiff realleges each the foregoing paragraphs as if full set forth herein.

64. Showtime and Espinoza (and/or their employer) received benefits at Mayweather’s expense. These benefits include: (a) Use of Mayweather’s Money: By holding Mayweather’s funds for extended periods, Showtime had the use of that money (interest, float, or investment benefit). For example, if tens of millions sat in accounts under Showtime’s or Paramount’s control for months or years (even if later disbursed wrongly), Showtime benefited from that liquidity. (b) Revenues and Business Goodwill: Showtime benefited enormously from Mayweather’s fights—they gained subscribers, ratings, and profits. While they paid Mayweather some of what was due, by not paying the full amounts or by deducting improper expenses, they kept extra profit. (c) Avoided Liabilities: By not paying the \$20M from Pacquiao fight to Mayweather (under pretense of Berto reimbursement), Showtime/Paramount saved itself that money. If Showtime was supposed to cover Berto’s guarantee but instead took it out of Floyd’s cut, Showtime was unjustly enriched by \$20M. (d) Espinoza’s Personal Benefit: Espinoza’s career benefited from placating Haymon—he landed a new lucrative consulting role. To the extent that came at the cost of Mayweather’s rights, Espinoza profited by the situation.

65. Defendants appreciated and knew of the benefits. They certainly were aware of the money they held and where it went. Showtime was aware that having Mayweather underpaid (via Haymon’s machinations) left more money on the table that ended up with someone other than Mayweather, which in part benefited Showtime or its partners. Espinoza appreciated that keeping Haymon satisfied (even if Mayweather was being shorted) benefited him professionally. Internal communications likely show that Defendants were pleased with how arrangements were working (Showtime saved money on certain payouts, etc.).

66. It is inequitable for Defendants to retain these benefits without paying fair compensation to Mayweather. Unjust enrichment occurs when one has and retains money or

1 benefits which in justice and good conscience belong to another. Here, any extra profits
2 Showtime made by underpaying Mayweather *belong to Mayweather in equity*. Any business
3 advantage gained by Espinoza by betraying Mayweather’s interests is not one he should be
4 allowed to keep (though intangible, it can be a basis for disgorgement or at least considered in
5 punitive damages). To illustrate, suppose Showtime internally allocated some of Mayweather’s
6 unpaid \$50M as “savings” or reallocated to other projects—that \$50M rightfully is Floyd’s and
7 equity compels its return. The standard is whether Defendants’ retention of the benefit would be
8 unjust. Given that the benefits were derived from fraudulent or unauthorized acts, it is manifestly
9 unjust for Defendants to keep them.

10 67. Mayweather pleads this count in the alternative. If for some reason a technical
11 issue precludes recovery in contract or tort (for example, if Defendants argue they had no direct
12 contract with Mayweather for those specific funds, or if tort claims were limited), then unjust
13 enrichment should fill the gap. There was no valid, enforceable contract that authorized the
14 retention of these benefits by Defendants (any argument to the contrary would itself rely on void
15 or unenforceable arrangements tainted by illegality). Therefore, quasi-contract applies to prevent
16 Defendants’ unjust enrichment.

17 68. The amount of restitution due from Defendants is to be determined at trial, but
18 includes at least: the value of all Mayweather fight proceeds improperly withheld by Showtime
19 (including interest or earnings thereon) and any other gains unjustly obtained. This could be
20 coextensive with the damages in other counts (\$340M+). Unjust enrichment allows for recovery
21 of “the benefit conferred” or the “reasonable value” of what was taken. Here, the benefit was
22 money, so its face value plus interest is appropriate.

23 69. Both Showtime and Espinoza can be liable for unjust enrichment. Showtime
24 directly held the funds, and Espinoza, if found to have personally benefited or to have been the
25 moving force, can be asked to make restitution as well (particularly if any of the enrichment was
26 personal).

27 70. In aid of this claim, Mayweather seeks the imposition of a constructive trust over
28 any funds or assets traceable to his misappropriated earnings. This includes any bank accounts at

1 Showtime or Paramount that still hold Mayweather-related monies, any funds paid to Haymon
2 that can be traced (Showtime should be compelled to help trace them), and even potentially
3 Espinoza's compensation from Haymon if it is seen as a quid pro quo for past cooperation (that
4 portion could be disgorged in equity to prevent unjust enrichment). The constructive trust is
5 appropriate because the money rightfully belongs to Mayweather and equity treats that money as
6 if held in trust for him.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff Floyd Mayweather, Jr. prays for judgment in his favor and
9 against Defendants as follows:

- 10 i. An award of compensatory damages in an amount to be proven at trial, but
11 presently estimated to exceed \$340,000,000, representing the
12 misappropriated funds and all other financial losses proximately caused by
13 Defendants' conduct. This includes but is not limited to: the principal
14 amount of money diverted, lost investment profits or interest, and out-of-
15 pocket costs for investigation and litigation;
- 16 ii. In addition, or in the alternative, an order requiring Defendants to disgorge
17 all benefits unjustly obtained from the conduct, and to make restitution to
18 Mayweather of all funds by which they were unjustly enriched;
- 19 iii. An award of punitive and exemplary damages against each Defendant, in
20 an amount sufficient to punish their willful, malicious, and fraudulent
21 behavior and to deter such conduct in the future. Given the scope of the
22 wrongdoing, Plaintiff suggests a punitive award at least equal to the
23 compensatory damages (or as allowed by law and the evidence) against
24 each Defendant;
- 25 iv. Preliminary and permanent injunctions as necessary to prevent further
26 dissipation of funds and to aid in recovery. This may include enjoining
27 Defendants from transferring any disputed funds, and compelling an
28 accounting. Also, an injunction requiring full disclosure of all financial

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- records related to Mayweather’s fights and directing Defendants to cooperate in recovering money from Haymon and related entities;
- v. Imposition of a constructive trust over all funds or assets in Defendants’ possession (or control) which are traceable to Mayweather’s earnings, including any funds currently held that belong to Mayweather (such as the \$20 million Berto money, if still held or owing), and any other property acquired with misappropriated funds;
- vi. An award of Plaintiff’s reasonable attorneys’ fees, accountants’ fees, and costs of suit, to the extent permitted by law;
- vii. An award of pre-judgment interest at the maximum rate allowed by law on all liquidated or ascertainable sums, from the date of loss to the date of judgment, and post-judgment interest thereafter until paid, so as to fully compensate Plaintiff; and
- viii. Such other and further relief as the Court deems just and proper. Given the egregious nature of the conduct, Plaintiff specifically requests the Court’s consideration of any additional remedies appropriate in equity or law to achieve justice.

JURY TRIAL DEMAND

Plaintiff Floyd Mayweather, Jr. hereby demands a trial by jury.

Dated: February 3, 2026

SAMINI BLOCK APC



By: _____

Bobby Samini
Attorney for Plaintiff
FLOYD J. MAYWEATHER