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8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 WILLIAM KEANE, and individual,
12 '
13 Plaintiff,

14 v.

15 TOP RANK, INC., a Nevada corporation;
and TODD duBOEF, an individual, and
16 DOES 1-10, inclusive,
17 Defendants.

CASE NO.:

COMPLAINT FOR:

- 18 **(1) BREACH OF CONTRACT;**
- 19 **(2) PROMISSORY FRAUD;**
- 20 **(3) BREACH OF THE IMPLIED**
- 21 **COVENANT OF GOOD FAITH**
- 22 **AND FAIR DEALING;**
- 23 **(4) QUANTUM MERUIT;**
- 24 **(5) UNJUST ENRICHMENT; and**
- 25 **(6) ACCOUNTING**

JURY TRIAL DEMANDED

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1 Plaintiff William Keane (“Plaintiff” or “Keane”) hereby brings this complaint
2 against TOP RANK, INC. (“Top Rank”), TODD duBOEF (“duBoef”) and DOES 1-10
3 (“Does”) (collectively, “Defendants”) and alleges as follows:

4 **INTRODUCTION**

5 1. In the business of professional boxing, Keane is tantamount to a Swiss
6 Army knife -- an extremely well-connected fixer with all the right tools. Top Rank’s
7 legendary co-founder and CEO, Bob Arum (“Arum”), said as much in March 2019
8 when he publicly credited Keane for securing the then-upcoming Top Rank-promoted,
9 ESPN fight between Amir Khan and Terence Crawford:

10 . . . When we were trying to make Crawford-Khan, we were having
11 difficulties with Khan because he was in Pakistan, he was here, he was
12 there, and frankly, we have so much on our plate that we can't spend the
13 days and weeks with a fighter that Billy [Keane] did with Amir Khan. That
14 was the craziest negotiations. Every time Khan asked for this extra and that
15 extra, Billy [Keane] would call us up and we’d either say, “Okay, you can
16 offer it to him” or “No, you can't!” **He really put the hours and the days
and the time in with Amir Khan, and that eventually led to a contract
with Khan to fight Terence Crawford.**¹

17 2. Nine months before Arum publicly lauded Keane’s role in securing the
18 Crawford-Khan bout, Keane had already proven to be Top Rank’s most valuable
19 resource. Indeed, but for Keane’s efforts, Top Rank likely would not have been able
20 to secure (and certainly would not have been able to satisfy the demanding terms of) an
21 extremely lucrative extension of its 2017 Media Rights Agreement with ESPN -- by far
22 the company’s main source of revenue. Moreover, because (a) Arum (who turned 93
23 in December 2024) recently assumed an emeritus role at Top Rank, (b) ESPN’s brass
24 does not respect Arum’s hand-picked successor (Top Rank President duBoef, Arum’s
25 step-son), and (c) the boxing community at large does not respect or take duBoef
26

27 ¹ “Bob Arum Reveals The Man Instrumental In Bringing Tyson Fury And Others To
28 ESPN; Meet Billy Keane,” *Fight Hype*, April 29, 2019, available at
<http://www.fighthype.com/news/article37598.html> (emphasis added).

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1 seriously, Top Rank effectively depended on Keane to keep its frequently challenged
2 ESPN relationship from unraveling and to help it secure desperately needed talent.

3 3. In theory, the deal Keane made with Arum back in June 2018 fairly
4 compensated Keane for the rather unique services Top Rank sorely needed him to
5 render. At the time, Arum (then, still at the helm) was attempting to finalize
6 negotiations to extend and substantially enrich the 2017 Top Rank/ESPN media rights
7 agreement. As a consequence, the already palpable pressure Top Rank was under to
8 sign big-name talent was intensifying, as was Arum’s need to convince ESPN that Top
9 Rank was up to the challenge. Arum—aware that Keane had the ability to recruit
10 championship-level fighters and also enjoyed an extremely close relationship with top
11 ESPN executives—desperately needed Keane’s help. Accordingly, Arum promised
12 Keane that for each fighter he brought into the Top Rank fold, Top Rank would pay
13 him ten percent of that fighter’s earnings (the “2018 Arum Deal”) and assured Keane
14 that he no longer would have to rely on or chase a fighter for compensation.²

15 4. Even though Keane undeniably held up his end of the deal, he has not
16 received the benefit of the bargain he struck with Arum for two reasons. First,
17 duBoef—who subsequently took over the Top Rank reins—conned Keane into cutting
18 his finders’ fee in half. Second, to add insult to injury, duBoef distanced himself from
19 Keane and failed to pay Keane any portion of the money he is owed.

20 5. Notably, duBoef has never claimed that Keane does not have a binding
21 agreement, nor has he ever disputed that Keane is owed millions of dollars for the
22 services rendered at Top Rank’s request. Rather, Keane is informed and believes that
23 duBoef decided to hoard and conserve Top Rank’s cash, right after ESPN advised him
24 that Top Rank’s \$90 million/year ESPN media rights agreement will not be renewed
25 once it expires in August 2025. Regardless of the reason, duBoef failed to keep his
26 word. To Keane, nothing else matters. duBoef has forced Keane to expose the depths

27 _____
28 ² Arum was clear that Keane’s ten percent would be paid out of Top Rank’s earnings rather than the fighter’s earnings.

1 of duBoef’s duplicity and ineptitude, and fight to collect every dollar he earned and
2 unquestionably deserves.

3 **THE PARTIES**

4 6. Plaintiff, an individual, is a citizen of California who resides in the County
5 of Los Angeles.

6 7. Defendant Top Rank is a Nevada corporation with its principal place of
7 business in Las Vegas, Nevada. Top Rank is a leading promoter of professional boxing
8 matches in the United States and other jurisdictions throughout the world.

9 8. Defendant duBoef, an individual, is a citizen of Nevada who resides in
10 Clark County.

11 9. The true names and capacities, whether individual, corporate, associate, or
12 otherwise, of Defendants Does 1 through 10, inclusive (individual, a “Doe Defendant”
13 and collectively, “Doe Defendants”), are unknown to Plaintiff at this time and Plaintiff,
14 therefore, sues such Doe Defendants by such fictitious names. Plaintiff will ask leave
15 of Court to amend this Complaint when the same shall have been ascertained.

16 10. Plaintiff is informed and believes, and on that basis alleges, that each
17 Defendant was responsible intentionally, or in some other actionable manner, for the
18 events and happenings referred to herein, which proximately caused injury and damage
19 to Plaintiff, as hereafter alleged.

20 11. Any reference to “Defendants” shall refer to all named Defendants and all
21 Doe Defendants collectively, and to each of them individually. Any reference to a
22 particular “Defendant” shall refer to the named Defendant only.

23 12. At all times herein mentioned, each Defendant acted as an agent, servant,
24 joint venturer, partner, employee, co-conspirator, and/or alter-ego of the other
25 Defendants, successor corporations, successors in interest or entities, and in doing the
26 things alleged herein acted within the purpose and scope and in furtherance of such
27 agency, joint venture, partnership, employment, conspiracy and/or alter-ego. Each
28 Defendant’s action alleged herein was committed with the knowledge, permission

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1 and/or express or implied consent of the other Defendants.

2 **JURISDICTION AND VENUE**

3 13. This Court has subject matter jurisdiction over this proceeding pursuant to
4 28 U.S.C. § 1332(a). Plaintiff is a citizen of California, and each Defendant is a citizen
5 of Nevada. Accordingly, the action is between “citizens of different States” pursuant
6 to 28 U.S.C. § 1332(a)(1). Moreover, the amount in controversy exceeds the sum or
7 value of \$75,000. Therefore, this Court has diversity jurisdiction over this action under
8 28 U.S.C. § 1332(a).

9 14. This Court has general and/or specific personal jurisdiction over
10 Defendants because (a) each of them has continuous and systematic contacts with the
11 State of California and/or (b) of the specific conduct at issue in this action. In
12 connection therewith, Defendant Top Rank *inter alia* is registered to conduct business
13 in California, has a designated agent for service of process in California, and actively
14 promotes professional boxing matches held in California.

15 15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because
16 a substantial part of the events or omissions giving rise to the claims pleaded herein
17 occurred in this judicial district. Venue also is proper in this Court pursuant to 28
18 U.S.C. § 1391(b)(3) because Defendants are subject to personal jurisdiction in this
19 judicial district.

20 **STATEMENT OF RELEVANT FACTS**

21 **Boxing Veteran Billy Keane**

22 16. Keane has been around boxing his entire life. His father taught him to box
23 and trained him to compete in the ring in the late-1970s, when he was attending grade
24 school in Chicago. By the mid-1980s, Keane had won several local amateur titles,
25 including the 1984 Chicago Park District Championships.

26 17. After he moved to Los Angeles in 1989, Keane befriended Boxing Hall of
27 Fame/five-time Trainer of the Year Freddy Roach, and continued to train at Roach’s
28 Hollywood gym. Keane soon became Roach’s chief assistant, a role he held for a

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1 decade, and his duties included helping Roach prepare his fighters for world title bouts.
2 During Keane’s tenure with Roach, the two of them often discussed how boxers were
3 being exploited and envisioned managing fighters together.

4 18. In the early 2000s, while still working alongside Roach, Keane developed
5 a long-lasting friendship with Manny Pacquiao who, at the time, was signed to Top
6 Rank. On fight nights, Keane would inspect the hand wraps and gloves of Pacquiao’s
7 opponents to make sure they literally had nothing up their sleeve.

8 19. By 2006, Keane and Roach started to co-manage fighters aligned with
9 Oscar De La Hoya’s Golden Boy Promotions.

10 20. In 2010, Keane signed on to manage welterweight Jose Benavidez Jr., then
11 a highly promising amateur and future world champion.

12 21. In 2011, Julio Cesar Chavez Jr. approached Keane to manage him. For
13 the next four years, Keane managed Chavez Jr. while he was under contract with Top
14 Rank. In May 2018, Keane signed an agreement to manage former super middle weight
15 world champion David Benavidez (Jose Benavidez Jr.’s younger brother). As alleged
16 below in paragraphs 33-36, although Keane’s professional relationship with David
17 Benavidez was short-lived (thanks, in large part, to Arum), as a result of the ordeal,
18 Arum apparently had an epiphany -- he needed to convince Keane to give up managing
19 and have him recruit fighters for Top Rank, acting as an independent free-agent.

20 **Top Rank, ESPN And Their Past Boxing Venture**

21 22. Top Rank, co-founded by Arum in 1973, has been promoting professional
22 championship boxing matches for more than 50 years. During that time, the company
23 has promoted fights featuring the biggest names in the sport, including Muhammed Ali,
24 Joe Frazier, George Foreman, Larry Holmes, Marvin Hagler, Manny Pacquiao, Sugar
25 Ray Leonard, Floyd Mayweather Jr., and Tyson Fury. In addition, the company’s
26 content library includes some of the greatest fights in history, like Hagler vs Leonard,
27 Hagler vs Hearn, Ali vs. Frazier II, and both of the bouts between Ali and Spinks.

28 23. ESPN, now principally owned by The Walt Disney Company, launched in

1 1979. A year later, the fledgling cable channel formed a partnership with Top Rank to
2 televise weekly boxing matches. The co-branded show, titled *Top Rank Boxing on*
3 *ESPN*—the first regularly televised boxing series since 1964—ran for 16 consecutive
4 seasons. The show ended in 1996, when ESPN decided to change direction in favor of
5 lower-budgeted programming titled *Friday Night Fights*, which aired on ESPN2 and
6 featured fights from promoters other than Top Rank.

7 24. ESPN and Top Rank would not join forces again for another two decades.
8 In the interim, the popularity of boxing waned as the nascent sport of mixed martial
9 arts grew steadily into a multi-billion dollar, star-driven juggernaut featuring athletes
10 that crossed over into established high-value industries like fashion, premium spirits,
11 television shows and motion pictures. These inter-industry synergies rose to a
12 crescendo in July 2016, when UFC—the premier mixed martial arts league that, like
13 Top Rank, hails from Las Vegas—was purchased by a WME/IMG venture for the
14 staggering price of \$4 billion. The impact of this acquisition on Top Rank and other
15 promoters intensified shortly after the UFC sale was announced, when its President
16 publicly hinted that UFC’s new backers were thinking of expanding into boxing.

17 25. Four months later, Arum would learn that UFC’s President was not
18 bluffing. According to an August 26, 2017, article published in *The Hollywood*
19 *Reporter*,

20 The week before Thanksgiving last year, Bob Arum, the founder of Top
21 Rank Boxing who has been in the fight game since 1966 (when he started
22 as Muhammad Ali’s promoter), was at home in Las Vegas when he got a
23 call from [WME CEO] Ari Emanuel. “He says, ‘I’m getting on a plane,’”
24 recalls Arum, 85. When they met Nov. 22, Emanuel told Arum, who was
25 joined by his stepson and Top Rank president Todd duBoef, that he wanted
to buy the Top Rank library, which is stocked with iconic fights, including
the 1975 “Thrilla in Manila” between Ali and Joe Frazier.³

26
27 ³ “ESPN Inks Top Rank Megadeal to Bring Boxing ‘Back Into the Forefront of Sports’
(Exclusive),” *The Hollywood Reporter*, August 26, 2017.
28 <https://www.hollywoodreporter.com/news/general-news/espn-inks-top-rank-megadeal-bring-boxing-back-forefront-sports-1031482/>

1 26. WME’s CEO presumably believed that Arum thought boxing’s glory days
2 were a thing of the past and would jump at the chance to cash out. If so, he was
3 mistaken on both accounts. And, he had waited too long to make his move. In reality,
4 Arum was not interested in selling. Just the opposite, he was looking “to build
5 something” and make a play to revitalize professional boxing.⁴ To that end, Arum had
6 already engaged a major Hollywood talent agency (Creative Artists Agency) and
7 investment bankers, and was in active negotiations to reunite with ESPN.

8 **The 2017 Top Rank/ESPN Media Rights Agreement**

9 27. Top Rank and ESPN entered into a four-year media rights agreement in
10 August 2017. According to the terms of their multimedia deal, Top Rank would
11 promote live boxing matches for exclusive exhibition on ESPN, ESPN Deportes, the
12 ESPN App, and ESPN+ (ESPN’s then-newly announced direct-to-consumer streaming
13 service), and ESPN would also deliver select fight events on pay-per-view (the “2017
14 ESPN Agreement”).

15 28. The initial Top Rank/ESPN bout under the newly announced 2017 ESPN
16 Agreement aired a month later when WBO champions Oscar Valdez (Featherweight)
17 and Gilberto Rameriz (Super Middleweight) each defended their titles on the same fight
18 card. By early 2018, it was clear to all involved that the performance of the 2017 ESPN
19 Agreement was exceeding expectations, and the parties commenced negotiations to
20 expand the terms and extend the duration of their relationship.

21 29. When the 2017 ESPN Agreement was signed, Arum was less than four
22 months shy of celebrating his 86th birthday. The succession plan Arum mapped out
23 for his company had been put into effect years earlier, and it was hardly a secret in the
24 industry. duBoef, Arum’s stepson, who had been serving as Top Rank’s President since
25 2004, was managing the day-to-day affairs of the business and whenever Arum decided
26 to step down (or could no longer manage the business), duBoef would assume full

27
28 ⁴ *Id.*

1 control of the company.

2 30. With that said, it also was hardly a secret in the industry that duBoef could
3 never fill Arum's shoes. Arum had been the larger-than-life frontman, master promoter
4 and brains of Top Rank since day one. duBoef did not excel in any of those capacities,
5 especially when it came to signing and promoting big-name fighters. To make matters
6 worse, Arum had expressed to Keane and others that ESPN's executives did not respect
7 duBoef. Accordingly, Arum understood that in order to make the 2017 ESPN
8 Agreement work, he needed to find a "fixer" – *i.e.*, someone capable of managing the
9 ESPN relationship and bringing big-name, championship-caliber fighters to Top Rank.
10 Arum viewed Keane as the perfect fit.

11 **The 2018 Arum Deal**

12 31. When Keane signed on to manage David Benavidez, Keane knew
13 Benavidez was being promoted by Sampson Lewkowicz of Sampson Boxing. But
14 Keane also knew that Arum was eager to promote David Benavidez once the term of
15 his then-current promoter contract expired, so Keane arranged for his new fighter to
16 meet with Arum. Their sit-down did not exactly go as Keane expected. Instead of
17 discussing a future deal, the younger Benavidez brother told Arum that Sampson
18 Boxing was not honoring the terms of its promotion agreement and, when all was said
19 and done, he walked out of the meeting with a new Top Rank promotional agreement
20 and a \$250,000 signing bonus check.

21 32. Sampson Lewkowicz not surprisingly was less than thrilled to lose his
22 champion super middleweight fighter to Top Rank and immediately sued Arum, Top
23 Rank and Keane for tortious interference. Two weeks later, David Benavidez had a
24 change of heart, fired Keane, gave back Top Rank's check, and returned to Sampson
25 Boxing. Arum claimed it was all a misunderstanding, and Lewkowicz took the win --
26 for the most part. He publicly forgave David Benavidez, exonerated Arum, dismissed
27 him from the case, and blamed Keane for everything. According to Lewkowicz,

28 Keane misled Bob Arum, Top Rank and the whole Benavidez

1 family. David called me and he apologized, and my lawyers will
2 drop the lawsuit this week. But Billy Keane misled everyone. I will
3 sue him individually and I will teach him a lesson not to steal
4 anymore.⁵

4 Even though Keane felt as though he had fallen victim to the adage “no good deed goes
5 unpunished,” he understood that unless he wanted to burn his Top Rank bridge (he did
6 not), he would have to play the part of the fall guy.

7 33. Arum repaid Keane’s loyalty in two different ways. First, he authorized
8 Top Rank’s go-to litigation counsel (O’Melveny & Myers) to represent Keane in the
9 Sampson Boxing lawsuit; and, second, he asked Keane to meet with him and Top
10 Rank’s in-house lawyer at the Four Seasons hotel in Las Vegas to discuss the future of
11 their relationship. At the start of their meeting, Arum acknowledged that Keane had
12 every right to be disappointed with Benavidez’s decision, but told him not to worry.
13 Arum then told Keane that trying to sign fighters to management deals was a waste of
14 energy, explained that Top Rank needed Keane’s help to sign fighters under Top
15 Ranks’ deal with ESPN, and said he would pay Keane directly for each fighter he
16 delivered to Top Rank.

17 34. Arum further explained during their meeting that he was currently
18 negotiating a new, much bigger deal with ESPN and, under the new structure, Top Rank
19 would have to sign big-name boxers. Arum told Keane how much he valued Keane’s
20 relationship with ESPN’s CEO and said he needed Keane to help convince ESPN that
21 Top Rank would be able to sign big name fighters and deliver for ESPN. He also said
22 he needed Keane to help manage the Top Rank/ESPN relationship.

23 35. Arum told Keane he was the perfect fit because he knew how to relate to
24

25 ⁵ “David Benevidez Gives \$250K Bonus Back to Top Rank, Returns to Sampson,”
26 *ESPN.com*, June 12, 2018, available at
27 https://www.espn.com/boxing/story/_/id/23766714/david-benavidez-gives-250000-bonus-back-top-rank-returns-sampson.

1 fighters, and Top Rank needed an outsider to approach fighters so Arum could maintain
2 plausible deniability in case any other promoters were to accuse him of tampering. He
3 also explained that although Keane would be working for him and Top Rank
4 exclusively, Top Rank needed to create the impression that Keane was an independent
5 free agent.

6 36. Consistent with the foregoing, Arum convinced Keane that he no longer
7 would have to worry about signing fighters, chasing them for payment or being asked
8 to reduce fees to close management agreements. According to Arum, Keane only
9 needed to bring fighters to Top Rank and Top Rank would pay Keane 10% of every
10 dollar those fighters earned,⁶ mimicking what he would be making as a manager but
11 selling Keane on how much easier it would be.

12 37. Keane agreed to Arum's terms (thereby forming the legally enforceable,
13 2018 Arum Deal), and said he would speak with ESPN and start meeting with
14 prospective big name fighters to bring to Top Rank/ESPN.

15 **The 2018 Top Rank/ESPN Seven-Year Extension**

16 38. On August 2, 2018—approximately two months after Keane entered into
17 the 2018 Arum Deal—Top Rank and ESPN publicly announced they had agreed to
18 extend the four-year 2017 ESPN Agreement deal (which they had signed less than a
19 year earlier) for seven years, until August 2025. Under their new deal, touted as the
20 most comprehensive, exclusive media rights agreement in the history of boxing, ESPN
21 agreed to carry a total of 54 Top Rank live events each year, including 24 premium
22 international fights that would air exclusively on ESPN+, “the new multi-sport, direct-
23 to-consumer subscription streaming service” that the Disney-owned company had
24 launched just four months earlier and was aggressively promoting at the time (the “2018
25 ESPN Extension”).

26
27 ⁶ Arum was clear that Keane's fee would not be based on or affected by Top Rank's
28 earnings. Even if Top Rank lost money promoting a fight, if Keane's fighter got paid,
Keane would receive ten percent of the fighter's purse directly from Top Rank.

1 39. Convincing ESPN to extend the duration and enhance the terms of the
2 2017 ESPN Agreement was no small task for Arum. Just as Arum alluded to months
3 earlier when he convinced Keane to relinquish his quest to manage fighters in favor of
4 the 2018 Arum Deal, ESPN had misgivings about extending and expanding the 2017
5 ESPN Agreement – and for good reason. As noted above, the enhanced revenue terms
6 Arum was advocating *presumed* Top Rank would be able to sign top-tier boxers. At
7 the same time, however, the parties were nearly ten months into the 2017 ESPN
8 Agreement, and Top Rank had yet to deliver.

9 **Keane Holds Up His End Of the Bargain**

10 40. At Arum’s and duBoef’s direction and insistence, Keane constantly and
11 consistently assured ESPN that Top Rank had the experience, capabilities and business
12 savvy required to dominate and re-energize boxing akin to the way UFC emerged as
13 the dominant force in MMA. At duBoef’s urging, Keane also assured ESPN on
14 numerous occasions that he (Keane) would be able to pull big name fighters into the
15 Top Rank camp.⁷

16 41. Further to Keane’s assurances and efforts to assuage ESPN’s legitimate
17 concerns—actions Keane would not have taken but for his reliance on the
18 compensation terms of the 2018 Arum Deal—ESPN agreed to enter into the 2018
19 ESPN Extension in accordance with the enhanced revenue structure crafted by Arum,
20 which more than doubled the amount of Top Rank’s annual media fee revenue (from
21 approximately \$35 million to \$90 million), and nearly doubled the duration of ESPN’s
22 annual payments (from four years to seven years).

23 42. Additionally, in reliance on Arum’s promises and representations, and
24 consistent with the terms of the 2018 Arum Deal, Keane immediately began to recruit
25 top-tier boxers for Top Rank. On June 15, 2018, at Arum’s and duBoef’s direction and
26

27 ⁷ duBoef attempted to convey similar assurances to senior ESPN executives without
28 success because, as duBoef explained to Keane, those executives would push duBoef
off to “lightweight,” lower-level ESPN employees.

1 with their consent, Keane approached Gennady “GGG” Golovkin through his
2 representative. In connection therewith, Keane incurred travel and other expenses in
3 the amount of \$3,358.00, which Top Rank reimbursed in full.

4 43. Golovkin, however, ultimately spurned Top Rank and signed with DAZN,
5 a chief competitor of ESPN+ headed by John Skipper, the former head of ESPN.

6 44. In November 2018, after consulting with Arum and duBoef, Keane
7 approached Amir Khan to fight Terence Crawford in Top Rank’s first Pay-Per-View
8 event for ESPN. Finding an opponent for the Crawford fight was a top priority for Top
9 Rank because ESPN had been promised a pay-per-view fight under the 2017 Four-Year
10 Deal and Top Rank had not yet been able to deliver. Arum and duBoef wanted Khan
11 on the card even though they were aware that Khan was under contract with another
12 promoter and was in discussions for a different fight, and told Keane he first needed to
13 block Khan from taking the other fight and then needed to convince Khan to take the
14 Crawford fight with Top Rank.

15 45. To that end, and further to duBoef’s instructions, Keane traveled to
16 London and was prepared to conduct a *faux* negotiation with Khan as a ploy to convince
17 Khan to fight Crawford. However, when Keane met with Khan in London, he was able
18 to reach an agreement with Khan on the Crawford fight without resorting to any
19 trickery. As before, Top Rank paid Keane’s travel and related expenses, this time in
20 the amount of \$31,628.00.

21 46. On January 17, 2019, when Arum made the official announcement that
22 Khan would fight Crawford as an ESPN Pay-Per-View event, he publicly credited
23 Keane for putting the fight together:

24 . . . there’s someone here who is very good friends with Amir Khan. A
25 gentleman who is here now from California named Billy Keane. And Billy
26 went over to England and spent over two weeks. They are getting
27 messages back-and-forth to me from Amir and Amir to me. And it’s
28 because of his effort that we were able to put this fight together. It goes to

1 show you where there's a will there's a way.”⁸

2 **January 2019: duBoef Fraudulently Induces Keane To Renegotiate His Fee**

3 47. On or about January 24, 2019—a week after Arum publicly praised Keane
4 for convincing Khan to take the Crawford fight—duBoef approached Keane about his
5 fee and claimed they needed to renegotiate the terms of their arrangement. According
6 to duBoef, Top Rank did not expect Keane to deliver such a high-profile fighter, and
7 because Khan demanded a much larger purse to fight Crawford than had been
8 anticipated (at least \$5 million), Top Rank would not be able to pay Keane the ten
9 percent fee Arum had promised. Keane, not surprisingly, objected and reminded duBoef
10 that he did exactly what Arum had directed him to do (*i.e.*, convince Khan to take the
11 Crawford fight) and it was too late to change the terms of their deal.

12 48. duBoef refused to back down. He insisted that Top Rank could only afford
13 to pay Keane five percent of Khan's purse. However, to induce Keane to accept a fifty
14 percent reduction of the fee Arum had promised, duBoef assured Keane that if he
15 accepted five percent for Khan and for all future fighters he recruited, Keane would
16 become Top Rank's "primary" recruiter. duBoef further represented that because Top
17 Rank needed to bring in many additional fighters to satisfy the terms of the 2018 ESPN
18 Extension, if Keane agreed to act as *the* recruiter for Top Rank, he would end up making
19 more money at five percent than he would by being one of many Top Rank recruiters
20 at ten percent.

21 49. duBoef also represented to Keane that if he took the deal he would more
22 easily be able to recruit boxers to fight for Top Rank for two reasons. First, duBoef
23 was highly critical of, and frequently made insulting, defamatory, and racially charged
24

25 _____
26 ⁸ <https://www.youtube.com/watch?v=0rueA7AR5vY> (7:25 mark). Approximately
27 three months later (April 20, 2019), Crawford defeated Khan by TKO after accidentally
28 landing a low blow in the sixth round. The fight was aired live on ESPN. Khan earned
approximately \$8.6 million in defeat. Top Rank thereafter timely paid Keane his fee
which, for the reasons explained in Paragraphs 47-51, had been conditionally reduced
from ten percent to five percent.

1 comments about, other boxing managers, including James Prince, David McWater,
2 Keith Connolly, and Rick Mirigian; duBoef said dealing with people of this caliber was
3 not an effective use of his time; and duBoef claimed he would bring all the business
4 through Keane and only deal with Keane. Second, duBoef assured Keane that he would
5 make a lot more money because he and Keane would be long-term “partners.”

6 50. Keane, aware that Top Rank had a strong incentive under the 2018 ESPN
7 Extension to sign as many top fighters as possible, believed that duBoef’s
8 representations were genuine. Nevertheless, Keane was reluctant to accept duBoef’s
9 offer because Keane also knew that Top Rank had a well-deserved reputation for
10 engaging in tactics like slow-paying, part-paying, withholding payment, renegeing and
11 the like to exert control over and compel loyalty from third parties like Keane. As a
12 consequence, Keane did not accept duBoef’s offer until duBoef gave Keane his express
13 personal assurance that Top Rank at all times would pay Keane promptly, without
14 delay, and would not approach Keane again to reduce his fee below five percent. In
15 addition, Keane made clear to duBoef that if he failed to pay Keane his full five percent
16 fee as promised, Keane’s fee would retroactively and prospectively revert back to the
17 original ten percent Arum had promised, and duBoef agreed to and accepted this
18 specific caveat.

19 51. On or about January 24, 2019, duBoef accepted Keane’s conditions and
20 assured him that he would be paid timely and in full (thus forming a new agreement
21 that *conditionally* reduced Keane’s fee from ten percent to five percent of each fighter’s
22 earnings) and told Keane he made the right decision (the “2019 duBoef Agreement”).⁹
23
24
25

26 ⁹ As alleged below in Paragraph 84, certain essential terms of the 2019 duBoef
27 Agreement were later memorialized in writing by Keane on or about February 15, 2023,
28 and consented to by duBoef in writing on or about February 16, 2023. Accordingly, as
a matter of law, the 2019 duBoef Agreement constitutes an agreement in writing rather
than an oral agreement.

1 **2019: In Reliance On duBoef’s Assurances And Promises, Keane Travels To**
2 **Dubai To Secure A Deal With Tyson Fury**

3 52. In December 2018, after Tyson Fury fought Wilder to a controversial
4 draw, signing Fury was at the top of Arum’s and duBoef’s wish list. They both believed
5 Fury had the potential to become a superstar and said he can be “the next Ali.” But,
6 neither of them could approach Fury directly because Arum had a relationship with
7 Frank Warren, Fury’s then-current promoter, and Arum did not want to burn that
8 bridge. Arum also feared that if he tried to poach Fury, Warren would likely take legal
9 action. However, because Keane was a well-known fight manager, and Top Rank
10 consistently claimed Keane was an independent operator with close relationships at
11 ESPN, Arum and duBoef reasoned that Keane should approach Fury directly and try to
12 make an end run around Warren.

13 53. Immediately after Keane agreed to the 2019 duBoef Agreement, duBoef
14 pressed Keane to do anything and everything possible to convince Fury to sign with
15 Top Rank. duBoef emphasized that when Keane made contact with Fury, he had to
16 make sure to convince Fury that he was looking out for *ESPN’s* interests and that
17 neither duBoef nor Arum knew Keane was trying to convince Fury to sign with Top
18 Rank.

19 54. Keane understood at the time (*i.e.*, late February 2019) why duBoef was
20 so desperate to sign Fury. It had been more than six months since Top Rank signed the
21 2018 ESPN Extension, Top Rank was earning more money under the new deal terms
22 but had not yet signed any new, meaningful talent, ESPN was not happy, and duBoef
23 needed to turn the tide in his favor. To make matters worse, Top Rank’s streaming
24 competitor, DAZN, had signed Canelo and also beat out ESPN to sign Gennady “GGG”
25 Golovkin.

26 55. On or about January 26, 2019, Keane was able to make contact with Fury’s
27 advisor – Daniel Kinahan, an Irish boxing promoter and alleged organized crime boss
28

1 who was living in Dubai.¹⁰ On January 30, 2019, Keane notified duBoef in writing that
2 his contact in Dubai was in fact Daniel Kinahan and Kinahan wanted to ensure that Top
3 Rank and duBoef knew of his involvement from the beginning so it would not later
4 jeopardize the deal. Kinahan represented to Keane that he could arrange for Fury to
5 sign with Top Rank on two conditions: (a) Top Rank would have to pay him an agreed
6 percentage of Fury's fight purses, and (b) Top Rank would have to give MTK (the
7 management company started by Kinahan) an output deal to assure that Kinahan's other
8 fighters received television exposure.

9 56. When Keane discussed Kinahan's proposal with duBoef, duBoef provided
10 very specific instructions. He authorized Keane to move forward, but he admonished
11 Keane that ESPN could not find out that Kinahan was involved. According to duBoef,
12 the Irish press had reported that Kinahan was the head of a drug cartel, and if duBoef
13 were linked to Kinahan, ESPN might be forced to terminate their deal.

14 57. Keane's next set of instructions also came directly from duBoef. *First*,
15 duBoef directed Keane to fly to Dubai immediately, meet with Kinahan, and get Fury
16 to sign with Top Rank before his upcoming rematch with Deontay Wilder was
17 announced. *Second*, Keane was told to call ESPN executives and get them "excited"
18 about carrying Fury's rematch with Wilder. *Third*, because Top Rank would need
19 additional funding from ESPN to sign Fury, duBoef told Keane to push that agenda
20 internally at ESPN. Despite having legitimate concerns for his own personal safety,
21 Keane did not quarrel with duBoef's orders. Keane had conversations directly with
22 ESPN executives who had expressed extreme frustration with Top Rank and duBoef.
23 ESPN was running out of patience and losing faith in Top Rank's ability to sign A-list

24 _____
25 ¹⁰ Kinahan was no stranger to duBoef. In 2016, Top Rank signed former Irish Olympic
26 boxer Michael Conlan to a multi-year deal. At the time, Conlan was managed by MTK
27 Global, a boxing and MMA management and events promotion company founded by
28 Kinahan. When Top Rank promoted Conlan's first professional fight in March 2017,
duBoef had arranged for MMA star/fellow Irishman Connor McGregor to walk Conlan
out of his dressing room up to the ring. When McGregor tried to back out, duBoef
bragged openly in private boxing circles that he had Kinahan "lean on" McGregor and
force him to honor his commitment (Keane has no idea if this claim is true).

1 fighters, and Keane also believed that if Top Rank could secure Fury-Wilder II, ESPN's
2 concerns would be allayed.

3 58. Keane spent the next two weeks in Dubai courting Kinahan and Fury, and
4 all of his expenses—more than \$27,000—were reimbursed by Top Rank. But, just as
5 negotiations appeared to be wrapping up, the deal hit a snag when Fury, who apparently
6 did not trust Top Rank, expressed concern over Top Rank's ability to honor its financial
7 commitment and insisted that ESPN had to guarantee his contract. When Keane
8 relayed the news to duBoef, duBoef panicked. duBoef could ill-afford to lose the Fury
9 signing on the heels of the Golovkin/DAZN debacle, he had already convinced
10 ESPN/Disney that the additional millions in licensing fees needed to cover Fury's purse
11 was justified because Fury would drive subscribers to Disney's new ESPN+ streaming
12 service, and asking ESPN to guarantee Fury's contract was out of the question as it
13 would clearly signal weakness.

14 59. Keane knew he had only one option. He had to turn to Kinahan for help.
15 He did, and Kinahan offered to personally guarantee Fury's contract. Although
16 Kinahan's personal guarantee was sufficient for Fury, Keane was concerned that
17 duBoef might balk at the idea of allowing Kinahan to serve as a guarantor for duBoef's
18 contract with Fury. If duBoef had any trepidations, he kept them to himself. When
19 Keane advised duBoef, by text, that "[Kinahan] said that none of this is going to be an
20 issue. He said he is going to personally guarantee the money w Tyson so [Top Rank]
21 not paying or bob dying is not an issue," duBoef sent the following text in response:
22 "Now that makes sense."

23 60. Fury signed with Top Rank in late-February 2019. A month later, Arum
24 publicly credited Keane for putting the deal together:

25 The Deontay Wilder fight with Tyson Fury is something that we would
26 love to do, and that's a real goal and it's something that we will do. Billy
27 Keane, who is a very, very close friend of Jimmy Pitaro, the head of ESPN,
28 was doing something totally different in the Mideast with MTK Global and
it was obvious that Tyson Fury could be in play. So Billy talked to Tyson

1 Fury and explained what it would mean for him to come with Top Rank
2 and get the exposure that ESPN, the greatest megaphone in sports, could
3 give him. . . . That's really our goal. When Billy was talking to him, you
4 know, Billy is not an employee to Top Rank. He's a free agent. When he
5 came back and talked to us about his conversations with Tyson Fury, we
6 said we could offer him X and Y, and then when Billy offered that, he was
7 talking to Top Rank. In other words, he is not a guy who makes up a
8 number and then comes back to Top Rank and says, "We need this
9 number." When he offers a fighter something, it's with the [] approval of
10 not only Top Rank, but ESPN.¹¹

11 **duBoef Instructs Keane to Poach More Frank Warren Fighters**

12 61. After Fury signed with Top Rank, Keane flew to Dubai with duBoef and
13 other executives to meet with Kinahan. Meeting Kinahan seemed to energize and
14 embolden duBoef. Before duBoef met Kinahan, he was on his heels and seemed
15 paralyzed with concern over pleasing ESPN. Afterwards, he carried himself as if he
16 had the support of a private army and started talking about taking over boxing globally.
17 He also told Keane that he wanted to sign more UK fighters with Kinahan to please
18 ESPN, whom duBoef referred to as "the guys in Connecticut."

19 62. After the Kinahan meeting, duBoef gave Keane a list of all the fighters he
20 wanted Top Rank to sign, including Callum Smith, BJ Saunders, Carl Frampton and
21 Josh Taylor. All were signed to other promoters, and duBoef instructed Keane to have
22 Kinahan convince all of them to sign with Top Rank. duBoef also told Keane to enlist
23 Kinahan's help to take all of Frank Warren's fighters, put Warren out of business, and
24 expand Top Rank's operations in the UK.

25 **Keane Secures Fury v. Wilder II and III For Top Rank/ESPN**

26 63. As Arum had publicly stated, Top Rank was expecting to promote the
27 Fury/Wilder rematch on ESPN. Easier said than done, however, because no one at Top
28 Rank (including Arum) currently had a working relationship with Al Haymon or Shelly

¹¹ "Bob Arum Reveals The Man Instrumental In Bringing Tyson Fury And Others To ESPN; Meet Billy Keane," *Fight Hype*, April 29, 2019, available at <http://www.fighthype.com/news/article37598.html>

1 Finkle (Wilder’s advisors), and that meant Keane would have to figure it out.

2 64. With duBoef’s knowledge and consent, Keane worked with Kinahan to
3 orchestrate conversations and pursue a deal with Wilder’s advisors for the Fury
4 rematch. At one point during the negotiations, Keane sensed Wilder was trying to back
5 out of the fight and advised duBoef. In response, duBoef said Kinahan should “lean
6 on” Wilder’s manager, Shelly Finkle, to get the deal back on track. duBoef also
7 instructed Keane to advise Wilder’s trainer, Jay Dees, to use a racially insensitive trope
8 to persuade Wilder not to sign with John Skipper and DAZN. duBoef later made a
9 reference to his inappropriate comment in a text message to Keane. Further to the same
10 goal, duBoef used an even more offensive term to describe how Wilder supposedly was
11 being treated by Al Hayman. Keane pretended to play along with duBoef’s offensive
12 remarks for fear of reprisal.

13 65. Keane ultimately succeeded in helping to broker the deal for Wilder to
14 fight Fury for a second time on ESPN (a split broadcast with Fox). Keane also secured
15 the third Fury v. Wilder bout on ESPN.

16 **2019: duBoef Instructs Keane To Secure A Multi-Year Agreement With**
17 **Kinahan To Serve As Top Rank’s International Consultant**

18 66. In early 2019, duBoef learned that UFC’s president was planning to
19 expand his operations into professional boxing. That made duBoef nervous for many
20 reasons, including because duBoef feared that UFC’s expansion could interfere with
21 duBoef’s plans to expand Top Rank’s business.¹² duBoef believed Kinahan could help
22 him solve both problems and, once again, he turned to Keane to do his bidding.

23 67. In March 2019, duBoef instructed Keane to secure an agreement to make
24 Kinahan Top Rank’s exclusive consultant outside of the United States to help
25 orchestrate Top Rank’s strategic move into foreign territories. Kinahan was willing to
26

27 ¹² In duBoef’s view, UFC would be a competitor on ESPN and duBoef feared UFC
28 would eventually get the entire ESPN boxing deal as UFC was so well liked and well
respected as an operator.

1 assume that role. However, after he and Keane had reached an agreement in principle,
2 Kinahan became upset with duBoef, who had started to backpedal due to concerns that
3 once Arum found out he would kill the deal.¹³ duBoef naturally asked Keane to smooth
4 things over with Kinahan before duBoef would speak with him directly. duBoef
5 expressed that having Kinahan’s muscle exclusively backing duBoef would be a
6 massive advantage when it came to potential competitors and duBoef’s plans for
7 European expansion.

8 68. duBoef and Kinahan ultimately were able to finalize their deal. Concerned
9 Arum would overrule him if he found out, duBoef decided to pay Kinahan millions of
10 dollars for his exclusivity to Top Rank “under the table” without Arum’s knowledge or
11 consent.

12 **2021: duBoef Expresses Second Thoughts About His Kinahan Alliance,**
13 **Demands Keane’s Loyalty, And Re-Assures Keane They Are “Partners”**

14 69. In or around March and April 2021, duBoef expressed the following to
15 Keane, in strict confidence:

16 a. duBoef was working on a big UK network deal with Sky Sports.
17 According to duBoef, the Sky Sports deal would put Frank Warren and Queensbury
18 out of business and clear a path for Top Rank to dominate the UK. duBoef claimed
19 this would be the start of his plan to make Top Rank the dominant global force in
20 professional boxing akin to UFC’s global domination of MMA.

21 b. duBoef was concerned, however, about his alliance with Kinahan.

22
23 ¹³ Accordingly, duBoef told Keane that Arum could not know about the new Kinahan
24 arrangement. duBoef claimed that Arum was too old and would never understand that
25 he was building a global “media company” and needed Kinahan’s “muscle” to compete
26 with UFC and expand into Europe. However, duBoef was oblivious to the fact that
27 both Kinahan and Arum had no confidence in his judgment or management acumen.
28 In fact, while in Kazakhstan, Kinahan confided in Arum that he was concerned about
duBoef’s ability to lead the company after a meeting in which Kinahan told Arum how
disliked duBoef is throughout boxing and is viewed as utterly incompetent. When they
returned to the United States, Arum confided in Keane and shared his concerns about
duBoef’s competence and potential as the future leader of Top Rank. Arum then
instructed Keane to manage the Kinahan relationship and “not let [duBoef] fuck it up.”

1 According to duBoef, if Sky Sports learned that Top Rank was affiliated with Kinahan,
2 it would blow the deal because Kinahan was still the subject of negative press in the
3 UK.

4 c. Even though duBoef said he needed Kinahan's MTK roster of UK
5 fighters as well as Kinahan's ability to poach Queensbury fighters at will, he told Keane
6 that he was going to have to publicly, and to some extent privately, distance himself
7 from Kinahan. As a consequence, duBoef told Keane that he needed him to fully take
8 over the relationship with Kinahan and manage the relationships with all of Top Rank's
9 UK fighters.

10 d. duBoef told Keane that he considered him to be his partner and
11 needed assurances that Keane would be loyal to *him*, rather than to Arum,¹⁴ Kinahan
12 or anyone else. duBoef claimed that he didn't have anyone like that at Top Rank.¹⁵ He
13 told Keane that he wanted to build a long-term partnership with him and needed his
14 help to execute his global Top Rank takeover strategy. In this same context, duBoef
15 frequently reminded Keane that Arum would not be around much longer and that he
16 (duBoef) had no number two. Relatedly, on several occasions duBoef instructed Keane
17 to advise third parties that they should only deal with duBoef because Arum was senile.
18 Keane did not have that impression and, out of respect for Arum, Keane did not follow
19 duBoef's instruction.

20
21
22
23 ¹⁴ duBoef expressly admonished Keane not to speak with Arum about Top Rank
24 business. He told Keane that Arum suffered from dementia and was no longer capable
of running the company, and said Arum did not realize that Top Rank was a media
company and no longer was simply in the business of promoting boxing matches.

25 ¹⁵ Specifically, duBoef told Keane that even his COO and Vice President were just
26 "worker bees" who "kept the trains running on time." duBoef also told Keane that they
27 were not big thinkers, but rather were "low level boxing guys" who did not understand
28 media and had no comprehension of duBoef's concept of "awareness equaling
currency." He frequently told Keane that he was a "hunter" and they were just
"farmers," and said that's why he was willing to pay Keane so much more. duBoef
further referred to the rest of Top Rank's employees as "monkeys" who got paid
peanuts.

1 **duBoef’s Racist Reputation Prevents Keane From Signing Several Fighters**
2 **Represented By A Prominent Mexican-American Attorney**

3 70. On or around January 15, 2021, Keane was contacted by a prominent San
4 Diego, California attorney who represented professional boxers. He had just been
5 retained by a world champion Top Rank fighter, had concerns about his new client
6 fighting for Top Rank, and wanted Keane to help broker a relationship with the
7 promoter. During the course of their discussions, the attorney inquired whether ESPN
8 would be interested in some of his other fighters, including one of boxing’s pay-per-
9 view stars, who is Mexican-American.

10 71. Mindful of duBoef’s demands that Keane needed to be absolutely loyal to
11 duBoef and should not deal with Arum, Keane spoke to duBoef about the opportunity
12 to establish a relationship with the attorney and the potential to sign his fighters. duBoef
13 was excited by the news and encouraged Keane to tell the attorney that he (duBoef)
14 was a “good guy” and they should work together.

15 72. When Keane circled back to set up an initial meeting with duBoef, the
16 attorney erupted and said he would never meet or speak with duBoef. When Keane
17 asked why, the attorney explained that duBoef is well-known in the Mexican and
18 Mexican-American communities for being a racist, and he also said that Top Rank’s
19 own partners who co-promoted events in Mexico told him directly that duBoef had
20 referred to the attorney in a racially offensive manner.¹⁶ As a result, the initial meeting
21 never took place, and Keane to this day believes Top Rank would have signed a well-
22 known Mexican-American fighter and others represented by this attorney had Keane
23 been able to introduce the attorney to Arum.

24 _____
25 ¹⁶ When Keane relayed this to duBoef, duBoef did not deny the epithet; instead, he
26 became angry at the fighter’s Mexican promoters for repeating his words and asked
27 Keane to tell the attorney that duBoef would never say something like that. Keane did
28 not because he knew otherwise. In fact, Keane had previously heard duBoef make
similarly offensive, culturally insensitive remarks about this same attorney. In addition,
duBoef had made offensive, racist comments in Keane’s presence about others,
including former heavyweight boxing champion Deontay Wilder (see ¶ 64, *supra*) and
a former Top Rank receptionist who, like Wilder, is African-American.

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1 **2022: duBoef Continues To Request Keane’s Help And Assures Keane He**
2 **Will Be Paid In The Future**

3 73. Top Rank promoted the April 22, 2022, ESPN fight between Tyson Fury
4 and Dillian Whyte. Under the terms of the 2019 duBoef Agreement, Top Rank owed
5 Keane five percent of Fury’s fight earnings. duBoef, however, disingenuously claimed
6 that Top Rank could not pay Keane because Top Rank supposedly “lost money” on the
7 fight.

8 74. When Keane pressed duBoef and reminded him of the terms of their deal,
9 duBoef told him “not to worry” because Top Rank would make it up to him on Fury’s
10 next fight, which supposedly would take place in Saudi Arabia. Arum repeated these
11 same assurances on June 8, 2022, during a meeting in Los Angeles with Keane.

12 75. Contrary to the foregoing assurances, Fury’s next fight (against Derek
13 Chisora on December 3, 2022) was not held in Saudi Arabia, but rather in the United
14 Kingdom. Again, as before, duBoef claimed Top Rank made no money and implored
15 Keane to remain patient until Top Rank was able to promote a fight for Fury in Saudi
16 Arabia.

17 **January 2023: duBoef Instructs Keane To Pursue Francis Ngannou**

18 76. Francis Ngannou, a heavyweight from Cameroon, is a professional MMA
19 fighter and a professional boxer. In March 2021, Ngannou defeated Stipe Miocic for
20 the UFC Heavyweight Championship and successfully defended his title ten months
21 later in January 2022, when he defeated Cyril Gane in UFC 270. When Ngannou’s
22 UFC contract expired in mid-December 2022, he became an unrestricted free agent and
23 publicly stated that he wanted to focus on boxing and hoped to fight Deontay Wilder
24 and Tyson Fury.

25 77. Ngannou’s announcement piqued duBoef’s interest, and Keane was
26 instructed to contact Ngannou and fly to Cameroon if necessary to secure fights with
27 Wilder and/or Fury.

28 78. Keane continued to communicate with Ngannou throughout January and

1 February 2023 on behalf of Top Rank. duBoef promised to pay Keane his five percent
2 “cut” if he could deliver Ngannou to Top Rank.

3 **duBoef Repeatedly Uses Kean To Clean Up His Mistakes With ESPN**

4 79. From 2020 through 2023, duBoef repeatedly used Keane as his “fixer”
5 with ESPN. For example, in 2020 duBoef was caught attempting to rig a public purse
6 bid for a championship bout featuring Top Rank fighter Teofimo Lopez. duBoef’s
7 emails were exposed in which he was expressly attempting to keep competitors from
8 participating in the bidding process for the fight so that Top Rank could purchase the
9 fight for a cheap price and suppress the purses of the participating fighters. After the
10 emails were exposed in an article by The Athletic,¹⁷ Top Rank went on to lose the purse
11 bid and the right to promote the bout of its star boxer, Lopez. duBoef called Keane in
12 a panic. He told Keane to call senior ESPN executives and explain that this was not
13 duBoef’s fault and try to place blame elsewhere.

14 80. Then, when Lopez found out about duBoef’s scheme, he publicly wrote
15 “Todd DuBoef you won’t have me back. Get ready because we going to war! You
16 prick. How dare you try to cock block my purse bid. . .” duBoef asked Keane to make
17 contact with Lopez to try and smooth things over so he would stop publicly criticizing
18 him. He advised Keane to pretend to work for ESPN and assure Lopez that ESPN was
19 very happy with him and excited to continue working together.

20 81. Furthermore, when former Top Rank fighter Terence Crawford sued Top
21 Rank in 2022, duBoef called Keane and asked Keane to notify ESPN that duBoef had
22 nothing to do with the lawsuit and blame it on Arum due to Arum’s “old school” way
23 of doing things.

24 82. In 2022, when Kinahan was placed on the United States’ OFAC List,
25 duBoef again called Keane in a panic. This time, duBoef asked Keane to lie to senior

26 _____
27 ¹⁷ “Accusations, Acrimony and Surprise Bids: How a Growing Rift with Top Rank
28 Pushed Teofimo Lopez to Triller,” *The Athletic*, February 26, 2021. Available at
<https://www.nytimes.com/athletic/2412739/2021/02/26/teofimo-lopez-vs-top-rank-inside-the-feud-that-forced-a-rising-star-out/>

1 ESPN executives and say that duBoef had nothing to do with Kinahan and had never
2 even met him.

3 83. Even more shockingly, on two occasions, duBoef asked Keane to have
4 ESPN employees fired. duBoef perceived the two employees in question (one, a
5 programming executive; the other, a reporter) as potential threats to his relationship,
6 and he wanted Keane to use his personal relationships with senior ESPN executives to
7 remove them.

8 **February 2023: Keane Memorializes And duBoef Ratifies Certain Material**
9 **Terms Of The 2019 duBoef Agreement In Writing**

10 84. On or about February 15, 2023, Keane memorialized the formation and
11 certain material terms of the 2019 duBoef Agreement in a writing sent to duBoef.
12 Specifically, Keane's February 13, 2023, email to duBoef stated, in relevant part:

13 Todd

14 I'm happy we connected on this matter. And I appreciate your help and
15 support getting it resolved. But more so I had no idea of the current
16 business model of Top Rank. Every time I've spoken to Bob he's given
17 me no indication that he was pulling back or not as involved as much in
18 the business...

19 So I think it is even more important that I put in writing as you suggested
20 how we got to this place so we have clarity moving forward...

21 When I delivered Amir Khan for Terence Crawford for an \$8 million purse
22 you came to me and said the 10% was too high for the "big game hunting."
23 So the 10% was dropped to 5%. We agreed this would be the standard
24 moving forward. I ended up being paid 400k for this fight.

25 Next I delivered Tyson Fury and the 5% was honored without question
26 moving forward. I was paid-

27 650k Schwarz 6/5/19

28 650k Wallin 9/14/19

1.5m Wilder 2 2/12/20*

750k Wilder 3 10/19/21

*On Wilder 2 you came to me and explained the fight did not do well and
asked if you could pay me 750k and the remainder of the balance split 375k
and 375k over the next two Fury PPV's that Top Rank promoted. You

1 honored this with 375k on Wilder 3 and then the remaining balance of
2 375k.

3 In addition to this I was also paid 50k for Carl Frampton vs McReary . . .
4 Prior to ever receiving my first check from Top Rank I was also reimbursed
5 on all my travel expenses in efforts to sign- Amir Khan, Callum Smith, BJ
6 Saunders, Anthony Joshua, GGG, Tyson, Kell Brook, Dillian Whyte.

7 85. duBoef responded to the foregoing deal point summary via email on
8 February 16, 2023, stating, in relevant part,¹⁸ “Thanks for the recap” -- thereby
9 effectively confirming and ratifying numerous material terms of the 2019 duBoef
10 Agreement in writing. Accordingly, the 2019 duBoef Agreement constitutes an
11 agreement in writing for any and all legal purposes, including with respect to
12 calculating the time period afforded to Keane to assert claims for breach of a contract
13 in writing.

14 **October 2023: After Fury Defeats Ngannou In Riyadh, Saudi Arabia,**
15 **duBoef Reneges And Refuses To Pay Keane For That Fight Or Either Of**
16 **Fury’s Past Two Fights.**

17 86. As alleged above in Paragraphs 74-75, duBoef and Arum represented to
18 Keane on numerous occasions that Keane would receive full payment for the prior
19 Fury vs. Whyte and Fury vs. Chisora bouts when Fury fought in Saudi Arabia. On
20 October 28, 2023, Fury fought (and defeated) Ngannou. Despite the fact that the Fury
21 vs. Ngannou fight was held in Riyadh, Saudi Arabia, duBoef has refused to pay Keane
22 any amounts in connection with Fury vs. Whyte, Fury vs. Chisora or Fury vs.
23 Ngannou. As alleged in detail below, as a consequence of duBoef’s duplicitous
24 conduct, Keane has suffered material consequential damages in excess of \$25 million.

25 ///

26 ///

27 ¹⁸ Keane’s email also proposed deal terms for future fights, to which duBoef responded
28 as follows: “I will review with Joleen and come back to you with our thoughts. Btw-
will be back in Vegas 2/27 -3/2”

FIRST CLAIM FOR RELIEF

(Breach of Contract)

1
2
3 87. Keane incorporates and realleges each of the allegations set forth in
4 Paragraphs 1-86, above, as if fully set forth herein.

5 88. As alleged above in Paragraphs 47-51 and 84, the 2019 duBoef Agreement
6 is a valid, binding contract in writing between Keane, on the one hand, and Top Rank,
7 on the other hand.

8 89. Keane has performed all of the material obligations required of him under
9 the terms of the 2019 duBoef Agreement including, without limitation, successfully
10 recruiting professional fighters to enter into promotional agreements with Top Rank.

11 90. Defendants have materially breached the 2019 duBoef Agreement by
12 failing to pay Keane the compensation he was promised in consideration for recruiting
13 Tyson Fury and Josh Taylor to sign promotional agreements with Top Rank, including
14 as follows:

- 15 a. Defendants have failed and refused to pay Keane any portion of Tyson
16 Fury’s earnings vs. Dillian Whyte (held on or about April 23, 2022);
- 17 b. Defendants have failed and refused to pay Keane five percent of Tyson
18 Fury’s earnings vs. Derek Chisora (held on or about December 3, 2022);
- 19 c. Defendants have failed and refused to pay Keane any portion of Tyson
20 Fury’s earnings vs. Francis Ngannou (held on or about October 28, 2023);
- 21 d. Defendants have failed and refused to pay Keane any portion of Tyson
22 Fury’s earnings vs. Oleksandr Usyk (held on or about May 18, 2024); and
- 23 e. Defendants have failed and refused to pay Keane any portion of Josh
24 Taylor’s earnings in connection with the following boxing matches:
 - 25 i. vs. Apinun Khongsong (held on or about September 26, 2020);
 - 26 ii. vs. Jose Carlos Ramirez (held on or about May 22, 2021);
 - 27 iii. vs. Jack Catterall (held on or about February 26, 2022); and
 - 28 iv. vs. Teofimo Lopez (held on or about June 10, 2023).

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1 91. In addition to the foregoing, as alleged above in Paragraphs 50-51, when
2 the 2019 duBoef Agreement was formed, Keane and duBoef agreed that Keane would
3 *conditionally* reduce his fee from ten percent (the amount Arum offered and Keane
4 agreed to) to five percent, and duBoef agreed that if Keane had to chase duBoef for
5 payment after delivering additional fighters, or if duBoef failed to pay Keane his full
6 five percent fee, Keane's fee would retroactively and prospectively revert back to the
7 original ten percent Arum had promised. Defendants have failed to satisfy the
8 foregoing condition by refusing to pay Keane his five percent fee for each of the fights
9 identified in the foregoing Paragraphs 90.a through 90.e. As a consequence, Keane is
10 owed a total of ten percent of each Keane-recruited fighter's earnings for each such
11 contest, and Keane further is owed an additional five percent of the earnings received
12 by each Keane-recruited fighter in connection with each of the following other boxing
13 matches:

- 14 a. Amir Khan's earnings vs. Terence Crawford (held on or about April 20,
15 2019);
- 16 b. Tyson Fury's earnings vs. Tom Schwartz (held on or about June 15, 2019);
- 17 c. Tyson Fury's earnings vs. Otto Wallin (held on or about September 14,
18 2019);
- 19 d. Carl Frampton's earnings vs. Tyler McCreary (held on or about November
20 30, 2019);
- 21 e. Tyson Fury's earnings vs. Otto Wallin (held on or about September 14,
22 2019);
- 23 f. Tyson Fury's earnings vs. Deontay Wilder (held on or about February
24 22, 2020); and
- 25 g. Tyson Fury's earnings vs. Deontay Wilder (held on or about October 9,
26 2021).

27 92. As a direct and proximate result of Defendants' foregoing breaches of the
28 2019 duBoef Agreement, Keane has suffered compensatory damages in an amount to

1 be proven at trial, currently believed to exceed \$25 million.

2 **SECOND CLAIM FOR RELIEF**

3 **(Breach Of The Implied Covenant Of Good Faith And Fair Dealing)**

4 93. Keane incorporates and realleges each of the allegations set forth in
5 Paragraphs 1-86 and 88-92, above, as if fully set forth herein.

6 94. As a matter of law, in every contract there is an implied promise of good
7 faith and fair dealing. This implied promise means that each party will not do anything
8 to unfairly interfere with the right of any other party to receive the benefits of the
9 contract. Good faith means honesty of purpose without any intention to mislead or to
10 take unfair advantage of another.

11 95. Based on the allegations pleaded herein and incorporated by this reference,
12 Defendants have violated their duty to act fairly and in good faith in their dealings with
13 Keane, including in the following manner:

- 14 a. Defendants' promises to pay Keane a percentage of all fight earnings
15 received by every fighter Keane recruited to Top Rank were disingenuous;
16 in reality, Defendants needed to sign well-known, big name fighters to
17 satisfy the terms of the 2017 ESPN Agreement and 2018 ESPN
18 Agreement, used Keane for that purpose in order to maintain deniable
19 accountability and/or liability for tampering, and refused to pay Keane
20 once he succeeded in delivering Tyson Fury and the other high-value
21 fighters Keane recruited for Top Rank;
- 22 b. Defendants falsely represented to Keane that he would substantially
23 increase his earnings if he ceased managing professional fighters and,
24 instead, recruited professional fighters to sign promotional agreements
25 with Top Rank;
- 26 c. Defendants falsely represented to Keane that if he agreed to reduce his
27 recruiting fee from ten percent to five percent, he would become Top
28 Rank's exclusive recruiter and, as such, his overall compensation would

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1 increase; and

- 2 d. duBoef falsely represented to Keane that if he agreed to reduce his
3 recruiting fee from ten percent to five percent, he would become duBoef's
4 partner and trusted second in command when Arum passed away.

5 96. As a direct and proximate result of Defendants' breaches of the covenant
6 of good faith and fair dealings implied in and a part of the 2019 duBoef Agreement,
7 Keane has suffered compensatory damages in an amount to be proven at trial, currently
8 believed to exceed \$25 million.

9 **THIRD CLAIM FOR RELIEF**

10 **(Promissory Fraud)**

11 97. Keane incorporates and realleges each of the allegations set forth in
12 Paragraphs 1-86, 88-92, and 94-96, above, as if fully set forth herein.

13 98. As alleged above in Paragraphs 47-51, Defendants induced Keane to
14 reduce his recruitment fee from ten percent to five percent of the "fighter's purse"
15 amounts paid to each fighter Keane recruited for Top Rank by making the following
16 promises, assurances and representations to Keane:

- 17 a. If Keane accepted a five percent recruitment fee for Khan and for all future
18 fighters he recruited, Keane would become Top Rank's "primary"
19 recruiter;
- 20 b. If Keane became *the* recruiter for Top Rank, he would end up making more
21 money at five percent than he would by being one of many Top Rank
22 recruiters at ten percent;
- 23 c. duBoef would make sure Keane would make a lot more money at five
24 percent than he would have at ten percent because he and Keane would be
25 "partners;" and
- 26 d. If Top Rank failed to pay Keane his full five percent recruiting fee in a
27 timely manner, Keane's recruiting fee would retroactively and
28 prospectively return to the original ten percent agreed to by Arum.

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1 99. Each of the forgoing promises, representations of material fact
2 (collectively, the “False Promises”) was false at the time made by duBoef.

3 100. At the time duBoef made each of the False Promises, duBoef knew they
4 were false and had no intent to honor them but nonetheless made each and every one
5 to Keane to induce Keane to materially reduce the financial terms of the 2018 Arum
6 Deal.

7 101. Keane relied on each of the False Promises when he agreed to enter into
8 the 2019 duBoef Agreement.

9 102. Had Keane known at the time that any of the False Promises were false,
10 Keane would not have entered into the 2019 duBoef Agreement. Instead, Keane would
11 have exercised his right to enforce full payment under the 2018 Arum Deal.

12 103. By virtue of his reliance on the False Promises, Keane has suffered
13 compensatory damages in an amount to be proven at trial, currently believed to exceed
14 \$25 million.

15 104. In connection with the foregoing allegations, Defendants acted with
16 malice, fraud and oppression toward Keane, thereby entitling Keane to an award of
17 punitive and exemplary damages in an amount to be proven at trial sufficient to deter
18 Defendants and others in similar situations from acting in such manner in the future.

19 **FOURTH CLAIM FOR RELIEF**

20 **(Quantum Meruit)**

21 105. Keane incorporates and realleges each of the allegations set forth in
22 Paragraphs 1-86, 88-92, 94-96, and 98-104, above, as if fully set forth herein.

23 106. As set forth above, Defendants requested that Keane perform services for
24 Defendants’ benefit.

25 107. As set forth above, Keane performed the services Defendants requested.

26 108. As set forth above, Defendants have failed and refused to compensate
27 Keane, either in whole or in part, for the services Keane performed at Defendants’
28 request.

1 109. Keane is thus entitled to recover the reasonable value of the services he
2 performed at Defendants’ request in an amount to be proven at trial.

3 **FIFTH CLAIM FOR RELIEF**

4 **(Unjust Enrichment)**

5 110. Keane incorporates and realleges each of the allegations set forth in
6 Paragraphs 1-86, 88-92, 94-96, 98-104, and 106-109, above, as if fully set forth herein.

7 111. As set forth above, Defendants requested that Keane perform services for
8 Defendants’ benefit.

9 112. As set forth above, Keane performed the services Defendants requested.

10 113. Defendants have failed and refused to compensate Keane, either in whole
11 or in part, for the services Keane performed at Defendants’ request, and therefore have
12 been unjustly enriched in an amount to be proven at trial.

13 **SIXTH CLAIM FOR RELIEF**

14 **(Accounting)**

15 114. Keane incorporates and realleges each of the allegations set forth in
16 Paragraphs 1-86, 88-92, 94-96, 98-104, 106-109, and 111-113, above, as if fully set
17 forth herein.

18 115. As alleged above, Defendants breached their duties under the 2019 duBoef
19 Agreement by refusing to pay Keane the amounts identified above in Paragraphs 90-
20 91.

21 116. As also alleged above, Defendants fraudulently induced Keane to accept
22 a fifty percent reduction of his Top Rank recruiting from ten percent to five percent of
23 the “fighter’s purse” amount paid to each fighter Keane successfully recruited to Top
24 Rank.

25 117. The exact amount of the payments due and owed to Keane is unknown to
26 him and cannot be determined with certainty without a full accounting of Defendants
27 financial books and records for the period commencing in June 2018 through and
28 including the date on which this action was commenced.

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1 118. The accounting described in the foregoing paragraph is required to
2 determine the true and just amount due and owing to Keane under the 2019 duBoef
3 Agreement.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Keane prays for judgment as follows:

6 **On the First Claim for Relief**

- 7 1. For actual and compensatory damages in an amount to be determined at
8 the trial of this action;
- 9 2. For prejudgment interest at the maximum legal rates and to the maximum
10 extent permitted by law; and
- 11 3. For any other relief as the Court may deem just and proper.

12 **On the Second Claim for Relief**

- 13 4. For actual and compensatory damages in an amount to be determined at
14 the trial of this action;
- 15 5. For prejudgment interest at the maximum legal rates and to the maximum
16 extent permitted by law; and
- 17 6. For any other relief as the Court may deem just and proper.

18 **On the Third Claim for Relief**

- 19 7. For actual and compensatory damages in an amount to be determined at
20 the trial of this action;
- 21 8. For prejudgment interest at the maximum legal rates and to the maximum
22 extent permitted by law;
- 23 9. For punitive and exemplary damages in an amount sufficient to deter
24 Defendants and others similarly situated from engaging in the same conduct in the
25 future; and
- 26 10. For any other relief as the Court may deem just and proper.

27 **On the Fourth Claim for Relief**

- 28 11. For the fair and reasonable value of the services performed by Keane in

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1 an amount to be determined at the trial of this action; and

2 12. For any other relief as the Court may deem just and proper.

3 **On the Fifth Claim for Relief**

4 13. For the fair and reasonable value of the services unjustly received by
5 Defendants in an amount to be determined at the trial of this action; and

6 14. For any other relief as the Court may deem just and proper.

7 **On the Sixth Claim for Relief**

8 15. For an accounting of all “fight purse” amounts received to date by each
9 fighter recruited by Keane to Top Rank pursuant to the 2018 Arum Deal and the 2019
10 duBoef Agreement.

11
12 DATED: February 27, 2025

GLASER WEIL FINK HOWARD
JORDAN & SHAPIRO LLP

13
14 By: */s/ Patricia L. Glaser*
15 PATRICIA L. GLASER
16 HARRISON J. DOSSICK
17 Attorneys for Plaintiff
18 William Keane
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DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38, on his claims against Defendants Top Rank, Inc., Todd duBoef, and Does 1 – 10, Plaintiff William Keane hereby demands a trial by jury of all matters triable to a jury.

DATED: February 27, 2025

GLASER WEIL FINK HOWARD
JORDAN & SHAPIRO LLP

By: */s/ Patricia L. Glaser*

PATRICIA L. GLASER

HARRISON J. DOSSICK

Attorneys for Plaintiff
William Keane

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