  
CLERK OF THE COURT

1 **COMP**  
2 Ross C. Goodman, Esq.  
3 Nevada Bar No. 7722  
4 **GOODMAN LAW GROUP**  
5 520 S. Fourth Street, 2<sup>nd</sup> Floor  
6 Las Vegas, Nevada 89101  
7 Telephone: (702) 383-5088  
8 Facsimile: (702) 385-5088

9 *Attorneys for Plaintiff*  
10 *TDF Investments, LLC*

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 TDF INVESTMENTS, LLC, a Nevada Limited  
14 Liability Company,  
15 Plaintiff

Case No: A - 10 - 621709 - C  
Dept. No.: XIII

16 vs.

17 FLOYD MAYWEATHER, an individual; and  
18 MAYWEATHER PROMOTIONS, LLC, a  
19 Nevada Limited Liability Company, DOES I  
20 through X, inclusive, and ROE  
21 CORPORATIONS I through X, inclusive  
22 Defendant

**ARBITRATION EXEMPTION CLAIMED:**  
**[AMOUNT IN CONTROVERSY IN EXCESS OF**  
**\$50,000.00]**

**GOODMAN LAW GROUP**  
A Professional Corporation  
520 S. Fourth Street, 2<sup>nd</sup> Floor  
Las Vegas, Nevada 89101  
(702) 383-5088

23 **COMPLAINT**

24 COMES NOW, Plaintiff TDF Investments, LLC, by and through their attorney, ROSS  
25 C. GOODMAN, ESQ., of the Goodman Law Group and hereby states as follows:

26 **THE PARTIES**

- 27 1. At all times relevant Plaintiff TDF Investments, LLC ("TDF Investments") was and  
28 is a Nevada limited liability company doing business in Clark County, Nevada.
1. Upon information and belief, Defendant Mayweather Promotions, LLC  
("Mayweather Promotions") was and is Nevada limited liability company doing business in  
Clark County, Nevada.





1 Promotions, LLC to such an extent that any individuality or separateness of defendant  
2 Mayweather and defendant Mayweather Promotions, LLC did not and/or does not exist and to  
3 maintain the fiction of a separate business entity would promote fraud and sanction injustice,  
4 and therefore the pertinent actions and/or omissions of defendant Mayweather and defendant  
5 Mayweather Promotions, LLC should be considered one and the same and each defendant  
6 responsible for the actions and/or omissions of the other defendant.  
7

8 17. As a result and based on the actions previously described herein, plaintiff has  
9 suffered damages in excess of \$10,000.00.

10 **SECOND CLAIM FOR RELIEF**  
11 **(Breach of Contract)**

12 18. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through  
13 17 and hereby incorporates them by reference.

14 19. The defendants' have wrongfully breached the Lease Agreement and Personal  
15 Guarantee with plaintiff for failing to pay rent, late fees, costs and other obligations required  
16 under the Lease .

17 20. As a result and based on the actions previously described herein, plaintiff has  
18 suffered damages in excess of \$10,000.00.  
19

20 **THIRD CLAIM FOR RELIEF**  
21 **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

22 21. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through  
23 20 and hereby incorporates them by reference.

24 22. Defendants owed a duty of good faith and fair dealing to plaintiff. Such a duty is  
25 inherent in all contractual relationships and was inherent in the contractual relationship between  
26 plaintiff and defendants.

27 23. The defendants have breached the duty of good faith and fair dealing with  
28

GOODMAN LAW GROUP  
A Professional Corporation  
520 S. Fourth Street, 2<sup>nd</sup> Floor  
Las Vegas, Nevada 89101  
(702) 383-5088

1 plaintiff for failing to pay rent, late fees, costs and other obligations required under the Lease  
2 and Personal Guarantee.

3 24. As a result and based on the actions previously described herein, plaintiff has  
4 suffered damages in excess of \$10,000.00.

5  
6 **FOURTH CLAIM FOR RELIEF**  
**(Unjust Enrichment)**

7 25. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through  
8 24 and hereby incorporates them by reference.

9 26. The defendants have been unjustly enriched at the expense of plaintiff by their  
10 failure to pay rent, late fees, costs and other obligations required under the Lease and Personal  
11 Guarantee.

12  
13 27. As a result and based on the actions previously described herein, plaintiff has  
14 suffered damages in excess of \$10,000.00.

15  
16 **FIFTH CLAIM FOR RELIEF**  
**(Attorney's Fees and Costs)**

17 28. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through  
18 27 and hereby incorporates them by reference.

19 29. By their actions previously described and pursuant to the Lease Agreement AND  
20 Personal Guarantee entered into between the parties, plaintiff is entitled to attorney's fees and  
21 costs.

22 ////

23 ////

24 ////

25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

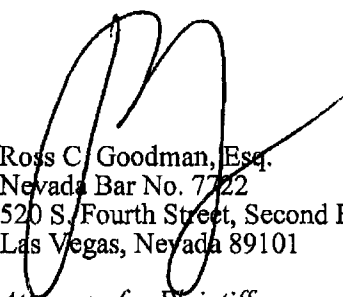
GOODMAN LAW GROUP  
A Professional Corporation  
520 S. Fourth Street, 2nd Floor  
Las Vegas, Nevada 89101  
(702) 383-5088

WHEREFORE, plaintiff prays for judgment against defendants as follows:

1. Judgment in favor of plaintiff against defendants;
2. For reasonable attorney's fees and costs of suit; and
3. For such other and further relief as the Court deems just and appropriate.

Dated this 27<sup>th</sup> day of July, 2010.

GOODMAN LAW GROUP

By:   
Ross C. Goodman, Esq.  
Nevada Bar No. 7722  
520 S. Fourth Street, Second Floor  
Las Vegas, Nevada 89101  
*Attorneys for Plaintiff*  
*TDF Investments, LLC*