

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO.:

AJ'S JEWELRY, INC., a Florida
for profit corporation,

Plaintiff,

v.

FLOYD MAYWEATHER JR.

Defendant.

COMPLAINT

Plaintiff, AJ's Jewelry Inc. ("AJ's Jewelry"), through its undersigned counsel, hereby sues the Defendant, Floyd Mayweather Jr. ("Mayweather"), and in support thereof states:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, AJ's Jewelry, Inc., is a for profit corporation registered and conducting business in the State of Florida, with its principal place of business in Miami-Dade County, Florida. AJ's Jewelry is owned by Anthony J. Machado, who resides in Miami, Florida.

2. Defendant Floyd Mayweather Jr. is an individual over the age of 18, who resides in Florida. Mayweather entered into an agreement to purchase the jewelry at issue in this lawsuit and took possession of such jewelry in Miami-Dade County, Florida.

3. This is an action for damages in excess of \$50,000.00 (fifty thousand dollars), exclusive of interest, costs, and attorneys' fees and is otherwise within the jurisdictional limits of this Court.

4. Venue is proper in Miami-Dade County pursuant to Fla. Stat. § 47.011 because the Defendant is a Florida resident subject to this Court's personal jurisdiction at all times pertinent to this action, and the conduct, acts, and/or omissions alleged herein occurred in

Miami-Dade County, Florida, as well as payment to AJ's Jewelry was due in Miami-Dade County, Florida.

5. This Court has jurisdiction over this matter pursuant to Fla. Stat. § 48.193(7) because this suit seeks damages in excess of Fifty Thousand Dollars exclusive of interest, court costs, and attorneys' fees

6. All conditions precedent to bringing this action have been performed, waived, or excused.

FACTUAL ALLEGATIONS

7. AJ's Jewelry is a family-owned jewelry store located in Miami, Florida that has been in the business of selling high-end jewelry for nearly three decades.

8. Mayweather has had an established relationship with AJ's Jewelry and its owner for over 17 years. During that time, Mayweather was a regular client and purchased jewelry from AJ's Jewelry throughout the years, which built a relationship of trust and confidence between the parties.

9. In August 2025, Mayweather met with the owner of AJ's Jewelry, Anthony Machado, on multiple occasions to purchase numerous jewelry items, including several gold chains and watches.

10. Mayweather took possession of the jewelry from AJ's Jewelry and asked to pay for the items at a later date. Because of the parties' long-standing relationship and prior transactions, AJ's Jewelry reasonably believed and relied upon Mayweather's promises to pay for the jewelry items that he took possession of in full.

11. On August 12 and August 13, 2025, Mayweather obtained possession of the following high-value jewelry items from AJ's Jewelry (hereinafter the "Jewelry"):

- 21.50 ct. Diamond Patek Phillippe 5711

- Rose Gold 20.0 ct. Diamond Santos de Cartier
- Two Tone Diamond Skeleton Santos de Cartier
- 42mm Rose Gold Ballon Bleu Cartier
- Stainless Steel Patek Phillippe Moon Phase 5726
- Stainless Steel Patek Phillippe 5711
- Rose Gold Audemars Piguet Chrono
- Yellow Gold Audemars Piguet Royal Oak Perpetual
- Rose Gold Audemars Piguet 15500 Royal Oak Self Wind
- Rose Gold Sky Dweller Black Rodium Dial
- 41mm Yellow Gold Presidential Rolex
- 41mm Rose Gold Day Date II
- 40mm Rolex Day Date Chocolate Diamond Dial
- 40mm Yellow Gold Rolex Daytona MOP Dial
- 41mm Stainless Steel Audemars Piguet 15400
- Rose Gold Rolex Daytona Chocolate Dial
- Thirteen (13) - 14 kt Yellow Gold Cuban Link Chains
- 36mm Rose Gold Rolex Day Date
- 36mm Yellow Gold Rolex Presidential Day Date
- 14 kt Yellow Gold 110.0 ct. Diamond Cuban Link Chain
- 10 kt Yellow Gold Cuban Link Chains (1,000 grams)
- 10 kt Yellow Gold Cuban Link Bracelets (507 grams)
- Rose Gold GMT Master II Root Beer Rolex
- Yellow Gold GMT Master II Green Anniversary Dial Rolex
- 40mm White Gold Rolex Day Date Blue Dial
- 41mm Yellow Gold Rolex Day Date II Rolex Presidential
- Yellow Gold Rolex Sky Dweller
- Yellow Gold Rolex Sky Dweller
- Stainless Steel Audemars Piguet 12.50 ct. Diamond Royal Oak Offshore
- Stainless Steel Audemars Piguet 12.0 ct. Diamond Royal Oak Offshore
- Stainless Steel Audemars Piguet 15.0 ct. Diamond Royal Oak Offshore

12. Mayweather agreed to pay AJ's Jewelry a combined total of \$1,675,000 for the subject Jewelry. True and correct copies of the invoices for the Jewelry are attached hereto as Exhibit A.

13. The Jewelry currently has a combined present value of several million dollars.

14. To date, Mayweather has only paid AJ's Jewelry \$300,000 of the outstanding balance owed via two wire transfers made on August 21, 2025 and October 7, 2025.

15. In addition to failing to pay the balance due and owing, Mayweather and/or his agent(s) have repeatedly issued non-sufficient funds checks to AJ's Jewelry for the subject Jewelry, to wit: a check dated August 19, 2025 for \$515,00; a check dated August 29, 2025 for \$460,000; a check dated September 3, 2025 for \$700,000; a check dated December 5, 2025 for \$458,000, and a check dated December 8, 2025 for \$200,000.

16. When AJ's Jewelry deposited the checks issued by Mayweather, all five checks were returned for insufficient funds.

17. As of the filing of this Complaint, Mayweather still owes an outstanding balance of \$1,375,000.

18. AJ's Jewelry has repeatedly contacted Mayweather both orally and in writing, to request payment of the remaining balance for the Jewelry. Each time, Mayweather acknowledges the debt owed and promises to pay for the Jewelry, then never sends the monies owed. Therefore, Mayweather's statements indicating that he would repay AJ's Jewelry were false and Mayweather knew that the foregoing statements were false at the time that they were made.

19. All conditions precedent to bringing this action have been satisfied or waived.

20. AJ's Jewelry has retained the undersigned counsel and paid the undersigned a reasonable fee for the services rendered or to be rendered.

COUNT I - BREACH OF CONTRACT

21. Plaintiff, AJ's Jewelry realleges and incorporates the allegations set forth in paragraphs 1 through 20 above as if set forth herein.

22. In August 2025, AJ's Jewelry and Mayweather entered into a series of transactions resulting in an oral agreement wherein Mayweather promised to pay AJ's Jewelry for the subject Jewelry described herein.

23. AJ's Jewelry offered Mayweather the Jewelry items listed in paragraph 11 for the sum total of \$1,675,000.

24. Mayweather accepted AJ's Jewelry's offer and took possession of the Jewelry. However, the checks Mayweather issued as consideration for the Jewelry were all returned for non-sufficient funds.

25. AJ's Jewelry fully performed under the terms of the agreements by providing the Jewelry to Mayweather, who knowingly and willingly accepted possession of all of the items, and continues to possess them.

26. Pursuant to the terms of the oral contract, AJ's Jewelry is entitled to the remaining balance owed for the Jewelry.

27. Mayweather breached the parties' agreement by refusing to repay AJ's Jewelry the outstanding balance of \$1,375,000.

28. AJ's Jewelry has suffered damages as a direct and proximate result of Mayweather's breaches of the parties' oral contract.

WHEREFORE, Plaintiff, AJ's Jewelry Inc., demands compensatory damages for Defendant, Floyd Mayweather, Jr.'s contractual breaches for the outstanding contract amount of \$1,375,000, and any further relief that this Court deems just and proper.

COUNT II – NEGLIGENT MISREPRESENTATION

29. Plaintiff, AJ's Jewelry realleges and incorporates the allegations set forth in paragraphs 1 through 20 above as if set forth herein.

30. AJ's Jewelry pleads this claim for negligent misrepresentation in the alternative.

31. In the event the Court determines that the existing agreement does not control the subject dispute, or that there is no valid or enforceable contract, AJ's Jewelry is entitled to recovery for negligent misrepresentation, and all other applicable equitable doctrines asserted herein.

32. Mayweather made material false representations to AJ's Jewelry on or around August 12, 2025 and August 13, 2025, when he stated that he was going to pay AJ's Jewelry the total amount of \$1,657,000 for the Jewelry he purchased, then refused to pay for the Jewelry after taking possession of the items.

33. From August 2025 through December 2025, Mayweather also made material false representations when he stated to AJ's Jewelry that the balance owed for the Jewelry was being paid via checks issued to AJ's Jewelry by Mayweather and/or on his behalf, despite knowing that the checks lacked sufficient funds. Specifically, Mayweather and/or his agents issued the following non-sufficient funds checks to AJ's Jewelry: a check dated August 19, 2025 for \$515,00; a check dated August 29, 2025 for \$460,000; a check dated September 3, 2025 for \$700,000; a check dated December 5, 2025 for \$458,000, and a check dated December 8, 2025 for \$200,000.

34. The representations made by Mayweather regarding his payments for the Jewelry he obtained from AJ's Jewelry were material to the parties' agreement in that AJ's Jewelry justifiably relied on the misrepresentations when it decided to allow Mayweather to take possession of the Jewelry.

35. Mayweather either knew or should have known that these representations were false when he made them, as he was personally responsible for ensuring that the Jewelry he obtained was paid for and that the checks he issued had funds available.

36. In making the aforementioned representations, Mayweather intended to induce AJ's Jewelry to allow him to take possession of the Jewelry without paying for the items in full.

37. Due to the parties' existing relationship and Mayweather's prior purchases throughout the years, AJ's Jewelry reasonably placed a high degree of trust and confidence in Mayweather. As a result, AJ's Jewelry justifiably relied on Mayweather's false statements regarding payment when it agreed to allow Mayweather to take possession of the Jewelry.

38. As a direct and proximate result of Mayweather's misrepresentations, AJ's Jewelry has suffered significant damages.

WHEREFORE Plaintiff, AJ's Jewelry, Inc., demands judgment against Defendant, Floyd Mayweather, Jr. for compensatory damages consisting of the full amount due for the Jewelry, and injunctive relief preventing Mayweather from selling or otherwise conveying the Jewelry, plus attorneys' fees, court costs, interest, and such other relief as the Court deems just and proper.

COUNT III – FRAUDULENT INDUCEMENT

39. Plaintiff, AJ's Jewelry realleges and incorporates the allegations set forth in paragraphs 1 through 20 above as if set forth herein.

40. AJ's Jewelry pleads this claim for fraudulent inducement in the alternative.

41. In the event the Court determines that the existing agreement does not control the subject dispute, or that there is no valid or enforceable contract, AJ's Jewelry is entitled to recovery for fraudulent inducement, and all other applicable equitable doctrines asserted herein.

42. Mayweather made material false representations to AJ's Jewelry on or around August 12, 2025 and August 13, 2025, when he stated that he was going to pay AJ's Jewelry the total amount of \$1,657,000 for the Jewelry he purchased, then refused to pay for the Jewelry after taking possession of the items.

43. From August 2025 through December 2025, Mayweather also made specific false representations, where he expressly stated that he was going to pay AJ's Jewelry the full balance owed for the Jewelry via checks despite knowing that the checks lacked sufficient funds. Specifically, Mayweather and/or his agents knowingly issued the following non-sufficient funds checks to AJ's Jewelry: a check dated August 19, 2025 for \$515,00; a check dated August 29, 2025 for \$460,000; a check dated September 3, 2025 for \$700,000; a check dated December 5, 2025 for \$458,000, and a check dated December 8, 2025 for \$200,000.

44. The specific representations made by Mayweather in August 2025 regarding the payments for the subject Jewelry were material to the parties' agreement. Indeed, AJ's Jewelry only allowed Mayweather to take possession of millions of dollars' worth of chains and watches because Mayweather promised to pay for them.

45. Mayweather either knew that these representations were false when he made them, or made such assurances despite being aware that he did not know whether it was true that AJ's Jewelry would be paid the full amount due for the Jewelry.

46. Mayweather made the aforementioned representations to persuade AJ's Jewelry to allow him to take possession of the Jewelry without paying for it first.

47. Due to the parties' longstanding relationship and Mayweather's prior purchases throughout the years, AJ's Jewelry placed a high degree of trust and confidence in Mayweather. As a result, AJ's Jewelry justifiably relied on Mayweather's false statements when it agreed to allow Mayweather to take possession of the Jewelry without first paying for it.

48. But for the misrepresentations made by Mayweather indicating that he would pay the total amount due for the Jewelry, AJ's Jewelry would not have allowed Mayweather to take possession of the subject Jewelry.

49. As a direct and proximate result of Mayweather's misrepresentations, AJ Jewelry has suffered significant damages.

WHEREFORE, Plaintiff, AJ's Jewelry, Inc., demands judgment against Defendant Floyd Mayweather Jr. for damages, interests, attorneys' fees and court costs, and any further relief that this Court deems just and proper.

COUNT IV – BREACH OF IMPLIED CONTRACT

50. Plaintiff, AJ's Jewelry realleges and incorporates the allegations set forth in paragraphs 1 through 20 above as if set forth herein.

51. AJ's Jewelry pleads this claim for breach of implied contract in the alternative to the breach of contract and unjust enrichment claims asserted herein.

52. In the event the Court determines that the existing agreement does not control the subject dispute, or that there is no valid or enforceable contract, AJ's Jewelry is entitled to recovery for breach of an implied contract, and all other applicable equitable doctrines asserted herein.

53. The parties formed an implied contract when AJ's Jewelry provided Mayweather a benefit consisting of the subject Jewelry, and Mayweather expressly agreed to pay the full amount due.

54. Mayweather knowingly and voluntarily retained the subject Jewelry and has refused to compensate AJ's Jewelry for it.

55. Under the circumstances, it would be unjust for Mayweather to retain the subject Jewelry without compensating AJ's Jewelry for it.

WHEREFORE Plaintiff, AJ's Jewelry, Inc., demands judgment against Defendant, Floyd Mayweather, Jr. for compensatory damages consisting of the full amount due for the Jewelry, and

injunctive relief preventing Mayweather from selling or otherwise conveying the Jewelry, plus attorneys' fees, court costs, interest, and such other relief the Court deems just and proper.

COUNT V - UNJUST ENRICHMENT

56. Plaintiff, AJ's Jewelry realleges and incorporates the allegations set forth in paragraphs 1 through 20 above as if set forth herein.

57. AJ's Jewelry pleads this claim for unjust enrichment in the alternative to the claims for breach of contract, and breach of implied contract claims asserted herein.

58. In the event the Court determines that the existing agreement does not control the subject dispute, or that there is no valid or enforceable contract, AJ's Jewelry is entitled to recovery under the doctrine of unjust enrichment or quantum meruit, and all other applicable equitable doctrines asserted herein.

59. AJ's Jewelry conferred a benefit on Mayweather consisting of the subject Jewelry valued at millions of dollars.

60. Mayweather knew of the aforementioned benefit being conferred and he voluntarily retained the Jewelry without paying for it.

61. Under the circumstances, it would be inequitable for Mayweather to retain the benefit of the subject Jewelry items without paying AJ Jewelry the amount owed.

WHEREFORE, Plaintiff, AJ's Jewelry, Inc., demands judgment against Defendant Floyd Mayweather Jr. for damages, interests, attorneys' fees and court costs, and any further relief that this Court deems just and proper.

COUNT VI - CONVERSION

62. Plaintiff, AJ's Jewelry realleges and incorporates the allegations set forth in paragraphs 1 through 6 above as if set forth herein.

63. AJ's Jewelry asserts this claim for conversion in the alternative to all other equitable claims (Count II-V) asserted herein.

64. In the event the Court determines that the existing agreement does not control the subject dispute, that there is no valid or enforceable contract, and/or there is no recovery under the equitable claims asserted in Counts II-V, AJ's Jewelry is entitled to recovery for conversion of the property that was wrongfully taken.

65. As the legal owner, AJ's Jewelry has an immediate right to possess the following jewelry items:

- 21.50 ct. Diamond Patek Phillippe 5711
- Rose Gold 20.0 ct. Diamond Santos de Cartier
- Two Tone Diamond Skeleton Santos de Cartier
- 42mm Rose Gold Ballon Bleu Cartier
- Stainless Steel Patek Phillippe Moon Phase 5726
- Stainless Steel Patek Phillippe 5711
- Rose Gold Audemars Piguet Chrono
- Yellow Gold Audemars Piguet Royal Oak Perpetual
- Rose Gold Audemars Piguet 15500 Royal Oak Self Wind
- Rose Gold Sky Dweller Black Rodium Dial
- 41mm Yellow Gold Presidential Rolex
- 41mm Rose Gold Day Date II
- 40mm Rolex Day Date Chocolate Diamond Dial
- 40mm Yellow Gold Rolex Daytona MOP Dial
- 41mm Stainless Steel Audemars Piguet 15400
- Rose Gold Rolex Daytona Chocolate Dial
- Thirteen (13) - 14 kt Yellow Gold Cuban Link Chains
- 36mm Rose Gold Rolex Day Date
- 36mm Yellow Gold Rolex Presidential Day Date
- 14 kt Yellow Gold 110.0 ct. Diamond Cuban Link Chain
- 10 kt Yellow Gold Cuban Link Chains (1,000 grams)
- 10 kt Yellow Gold Cuban Link Bracelets (507 grams)
- Rose Gold GMT Master II Root Beer Rolex
- Yellow Gold GMT Master II Green Anniversary Dial Rolex
- 40mm White Gold Rolex Day Date Blue Dial

- 41mm Yellow Gold Rolex Day Date II Rolex Presidential
- Yellow Gold Rolex Sky Dweller
- Yellow Gold Rolex Sky Dweller
- Stainless Steel Audemars Piguet 12.50 ct. Diamond Royal Oak Offshore
- Stainless Steel Audemars Piguet 12.0 ct. Diamond Royal Oak Offshore
- Stainless Steel Audemars Piguet 15.0 ct. Diamond Royal Oak Offshore

66. On or around August 2025, Mayweather took possession of and asserted control over the above-described items belonging to AJ's Jewelry.

67. Mayweather wrongfully deprived AJ's Jewelry of its property and continues to refuse to return it despite multiple requests.

68. AJ Jewelry contacted Mayweather several times in September and December 2025, to notify him that the Jewelry must be returned due to non-payment.

69. Instead of returning the Jewelry, Mayweather and/or his agent(s) provided AJ's Jewelry multiple non-sufficient funds checks.

70. By interfering with AJ's Jewelry's efforts to either regain possession of the Jewelry, or pay fair value for the items, Mayweather actions are inconsistent with AJ Jewelry's ownership rights over the subject Jewelry.

71. Mayweather's exercise of control over the Jewelry, and refusal to return Jewelry valued at millions of dollars to the detriment of AJ's Jewelry, constitutes conversion.

72. As a direct and proximate result of Mayweather's conversion of the subject Jewelry, AJ's Jewelry has suffered damages. Furthermore, Mayweather's above-described acts were willful, wanton, malicious, and oppressive, were undertaken with the intent to defraud, and justify the awarding of exemplary and punitive damages.

WHEREFORE, based upon the foregoing, AJ's Jewelry, Inc., respectfully requests that the Court enter a Final Judgment against Defendant, Floyd Mayweather, Jr. for actual and

consequential damages, including the value of the property at issue, and treble damages, together with attorneys' fees, costs, and such other and further relief that the Court deems just and proper.

JURY DEMAND

Plaintiff, AJ's Jewelry, Inc., demands a trial by jury on all issues and causes of action so triable.

Respectfully submitted,

By: */s/ Reginald J. Clyne*
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