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May 15, 2025

VIA ELECTRONIC MAIL AND CERTIFIED MAIL

Mr. Burrell Wilks

Mr. James Williams

Mayweather Fitness Boxing Holdings LLC

MW Fitness Holdings LLC

**RE: FORMAL DEMAND FOR COMPREHENSIVE DOCUMENT PRODUCTION,
AFFIDAVITS UNDER PENALTY OF PERJURY, AND IMMEDIATE REMEDIAL
ACTION TO PROTECT FLOYD MAYWEATHER, JR.'S REPUTATION**

To All Parties Listed Above:

Seligson Rothman & Rothman, LLP represents Mr. Floyd Mayweather Jr and his affiliates.

Mr. Mayweather has not participated in management, operations, or strategic oversight of these entities. Despite his limited involvement as a brand ambassador, your organizations have continually and improperly exploited his name, image, and likeness for financial gain while simultaneously embroiling him in lawsuits and negative press.

These issues are not speculative, they are publicly documented and worsening. An impending Business Insider exposé is expected to detail systematic franchise fraud. Most notably, on December 31, 2024, the Daily Mail reported that protesters gathered outside a Los Angeles Mayweather Boxing + Fitness gym, alleging that staff had not been paid for weeks, including trainers and gym employees. The public outrage (captured on video and distributed widely across social media) depicted employees expressing betrayal and demanding answers while invoking Mr. Mayweather's name as a symbol of the brand's broken promises. One protester was quoted as saying: "We're out here working under the Mayweather brand name, and we're not even getting paid. What does that say about Floyd?"

To make matters worse, the Daily Journal reported on April 4, 2025, in an article titled "Mayweather associates lose ground in \$8M franchise fraud case," that a Los Angeles Superior Court Judge denied demurrers filed by parties associated with your companies, specifically Burrell Wilks, and other executive personnel effectively allowing an \$8 million lawsuit brought by defrauded franchisees to proceed. The court found sufficient merit in the allegations of fraud and deceptive business practices. This lawsuit is only one of several that continue to associate Mr. Mayweather's name with scandal and impropriety.

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While Mr. Mayweather has no control over operational or payroll decisions, the public perception increasingly places blame squarely on him. These incidents continue to erode his reputation, disrupt current business negotiations, and deter potential partners who are reluctant to associate with a brand now tainted by fraud, employee mistreatment, and financial instability.

The growing perception that Mr. Mayweather is complicit in defrauding franchisees, mistreating employees, and misleading consumers poses a severe and immediate threat to the integrity of his brand. It has already caused material harm to his public standing and to both his affiliated and unaffiliated ventures. If not remedied immediately and transparently, the damage may become irreparable.

FORMAL DEMAND

We hereby formally demand the immediate production of the requested documentation and the implementation of the corrective actions detailed below. This demand expressly applies to Mayweather Fitness + Boxing and You Are 1 of 1, including without limitation any and all affiliated, parent, subsidiary, and successor entities, holding companies, and any other business entities directly or indirectly associated with or acting in concert with either. All requested materials and corrective actions must be completed and submitted within ten (10) business days from the date of this notice.

I. MANDATORY DOCUMENT PRODUCTION (from inception to present)

A. Corporate and Governance Records (for all entities)

- Articles of Incorporation, Bylaws, Operating Agreements, and any Amendments
- Board meeting minutes, Board Resolutions, Shareholder Agreements, and Internal Governance Records

B. Financial Records

- ALL Corporate and Franchise Bank Statements
- All wire transfers, checks, or cash disbursements involving Mr. Wilks and/or Mr. Williams
- Franchisee investment amounts
- Money raised at the corporate level, broken down by source and use
- Full debt schedules and repayment ledgers
- Royalties and licensing fees paid to or promised to Mr. Mayweather

C. Franchise Documents

- Franchise disclosure documents (FDDs) and all executed Franchise Agreements
- Franchisee communications, onboarding, training, and support records
- Disputes, arbitration demands, and lawsuit filings or threatened claims by franchisees
- Termination notices and exit settlements

D. Vendor and Operational Contracts

- Marketing agreements, fulfillment, product manufacturing, supplement formulations, licensing, and endorsement contracts
- All outstanding and paid invoices

E. Supplement Business Details

- Manufacturing and formulation records
- FDA or FTC compliance records
- Product marketing and distribution documents

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F. Email and Communications Archive

- All communications (emails, texts, internal messages) involving Mr. Mayweather's name or likeness
- Internal discussions regarding any franchise disputes or litigation strategy

II. AFFIDAVITS UNDER PENALTY OF PERJURY

Both Mr. Burrel Wilks and Mr. James Williams are hereby demanded to submit individual notarized affidavits under penalty of perjury detailing:

- All funds received (wired or in cash) that were in any way associated with Mr. Mayweather's name or brand including funds not directly tied to the franchise or supplement companies
- All transactions or ventures where Mr. Mayweather's likeness was used for financial gain
- Any commissions, bonuses, or other compensation received

III. DAMAGES, REPUTATION AND ROYALTY DISCLOSURE

It is our understanding that Mr. Mayweather has received:

- \$3,000,000 USD in royalty payments as a brand ambassador for Mayweather Boxing + Fitness
- \$2,000,000 USD for the "You Are 1 of 1" supplement line

However, the cumulative damage to his name and brand equity as a result of mismanagement, litigation, and franchisee claims may well exceed those amounts. The reputational harm amplified by upcoming media coverage places all future earnings and partnerships at risk. Furthermore, in light of the pending Business Insider exposé and active litigation against your organizations, the reputational and financial risk to Mr. Mayweather is both urgent and escalating.

On a personal level, Mr. Mayweather was shocked and disappointed to learn that his equity position; previously understood to be 50% had been unilaterally reduced to 30% without so much as a phone call, meeting, or prior discussion. Instead, Mr. James Williams chose to communicate such a material change through a single email knowing full well that Mr. Mayweather does not regularly monitor email for business-critical decisions. This stands in stark contrast to the pattern of persistent calls, texts, and outreach received when your teams require something from him. That level of one-sided communication and disregard for professional courtesy is wholly unacceptable.

All documents and sworn statements must be produced within ten (10) business days from the date of this letter. Failure to comply with these demands will result in the immediate initiation of legal proceedings, including but not limited to claims for fraud, misappropriation of likeness, breach of contract, defamation, and injunctive relief. We will also notify all relevant regulatory authorities and affected franchisees of potential misconduct and material misrepresentations.

Very truly yours,

Alexander Seligson

ALEXANDER SELIGSON