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8 *Attorneys for Defendant*

9 Mr. Ralph Heredia

10
11 **UNITED STATES DISTRICT COURT**
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
13 **(EASTERN DIVISION)**

14 Joseph Diaz, Jr.,

15 Plaintiff,

16 vs.

17 RALPH HEREDIA, true name RAFAEL
18 HEREDIA TARANGO, a/k/a RAFAEL
19 HEREDIA, a/k/a RAFAEL
20 BUSTAMANTE; JOHN DOE, ESQ.;
21 and JANE DOES 1 through 20,
inclusive,

22 Defendants.

Case No.: 5:20-cv-02332-JWH-KK

**DECLARATION OF STEVEN
BASH IN SUPPORT OF
DEFENDANT'S REPLY TO
PLAINTIFF'S OPPOSITION TO
DEFENDANT'S MOTION TO
COMPEL ARBITRATION AND/OR
STAY THE PROCEEDINGS
PENDING ARBITRATION**

23 Date: March 12, 2021

24 Time: 9:00 a.m.

25 Courtroom: 2

26 Judge: Hon. John W. Holcomb

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28 STEVEN BASH DECLARATION ISO DEFENDANTS REPLY TO PLAINTIFF'S OPPOSITION TO
DEFENDANT'S MOTION TO COMPEL ARBITRATION AND / OR STAY PROCEEDINGS
PENDING ARBITRATION

1 I, Steven Bash, hereby declare as follows:

2 1. I, Steve Bash, have personal knowledge of the following facts and, if
3 called as a witness, I could and would testify competently with respect thereto.

4 2. I am an attorney duly licensed to practice law in the State of
5 California.

6 3. I spoke to Mr. George Gallegos, an attorney that works for Golden
7 Boy Promotions on February 12, 2021 concerning the scheduled bout on February
8 13, 2021 between Mr. Joseph "JoJo" Diaz, Jr. and Mr. Shavkatdzhon Rakhimov.

9 4. Mr. Gallegos and I discussed the payment of management fees to Mr.
10 Moses Heredia. After the conversation, I had the impression that Golden Boy
11 Promotions would pay the management fee unless Mr. Diaz instructed Golden Boy
12 not to make the payment. Mr. Gallegos related to me that Mr. James Greeley was
13 at the bout site in Indio, California and was communicating directly with Mr.
14 Gallegos regarding all payments and deductions to be made by Mr. Diaz.

15 5. On February 12, 2021, Mr. Diaz failed to make weight.

16 6. Because of Mr. Diaz's failure to make weight he forfeited his IBF
17 super featherweight belt. Further, he had to pay a fine of \$50,000 to the California
18 State Athletic Commission (hereinafter "Commission") and \$50,000 to the
19 opposing fighter.

20 7. The opposing fighter's promoter wanted more than the minimum
21 \$50,000. In order to salvage the fight, Mr. Rakhimov's manager and promoter
22 negotiated with Mr. Paul Gibson of MTK Global for an increased amount. From
23 news and California State Athletic Commission reports, this was an additional
24 \$50,000. This negotiation is normally handled by the boxer's licensed boxing
25 manager.


26 8. After the fight, I had another conversation with Mr. Gallegos who
27 informed me that Mr. Diaz instructed Golden Boy Promotions not to make the
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STEVEN BASH DECLARATION ISO DEFENDANTS REPLY TO PLAINTIFF'S OPPOSITION TO
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1 required management fee payment claiming the Boxer-Manager Contract is
2 invalid. Mr. Diaz did instruct Golden Boy Promotions to pay his trainers and
3 strength and conditioning coach directly but not his manager.

4 I declare under penalty of perjury under the laws of the United States of
5 America that the foregoing is true and correct.

6 Executed February 26, 2020 in Los Angeles, CA.

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9 _____
10 Steven Bash
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STEVEN BASH DECLARATION ISO DEFENDANTS REPLY TO PLAINTIFF'S OPPOSITION TO
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