

Exhibit

A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

SALITA PROMOTIONS CORP.,

Plaintiff,

Case No. 2:20-cv-12547-LJM-EAS
Hon. Laurie J. Michelson

v.

SHOHJAHON ERGASHEV and
OLEG BOGDANOV,

Defendants.

DECLARATION OF DMITRIY SALITA

I, Dmitriy Salita, hereby declare as follows:

1. I make this Declaration based on personal knowledge and I could, and would, competently testify to the facts stated herein.
2. I am the president of Salita Promotions Corporation (“Salita”).
3. Salita is a New York corporation.
4. Salita is a boxing promotional company that promotes some of the best fighters in the world.
5. I have been a licensed promotor since 2010.

6. Before becoming a licensed promotor, I was a professional boxer. I have a career record of 35 wins, 2 losses and 1 draw, and I challenged for a world championship.

7. I first discovered Shohjahon Ergashev (“Ergashev”) in approximately 2017.

8. At that time, Ergashev was fighting in Russia, and per his passport is a citizen of Uzbekistan. **Exhibit A.**

9. Upon determining that he was a unique and talented fighter, I communicated with his manager, Oleg Bogdanov (“Bogdanov”). At that time Bogdanov was living in Russia.

10. Mr. Bogdanov told me that if Salita wished to sign Ergashev to a promotional agreement, Salita would have to, among other things, fund Ergashev’s fights, pay for his fights in Russia and apply for a Visa so he could come to the United States.

11. Salita agreed to those conditions and began negotiating a promotional agreement with Ergashev and Bogdanov.

12. After numerous discussions, Ergashev agreed to the terms and conditions of the Exclusive Promotional Agreement that he later signed (“Agreement”).

13. Bogdanov was present during most, if not all, of those conversations.

14. Once we finalized the Agreement, Salita began making arrangements to bring Ergashev to the United States.

15. Salita paid for Ergashev's Visa and arranged for housing for him in Oak Park, Michigan.

16. Salita also arranged for Ergashev to train at the world famous Kronk Gym in Detroit, Michigan.

17. Upon securing a Visa for Ergashev, Ergashev came to Detroit, Michigan.

18. Salita paid for Ergashev's flight to the United States, along with many subsequent flights thereafter.

19. Upon his arrival in Michigan, Salita rented an apartment for Ergashev in Oak Park, Michigan. Ergashev lived in that apartment while he trained at the Kronk Boxing Gym in Detroit, Michigan. Ergashev lived and trained in Michigan for six weeks prior to his first fight in the United States on November 11, 2017.

20. Subsequent to this fight, on November 17, 2017, Ergashev and Dmitriy Salita executed the Agreement.

21. Ergashev has since trained at the Kronk Gym on multiple occasions, each time living at the housing provided by Salita in Oak Park, Michigan.

22. During this time, many other fighters managed by Bogdanov also trained at the Kronk Gym.

23. During his training, Ergashev would train approximately 6 days a week. His training included boxing training, physical conditioning, and Cryotherapy. Salita at all times provided a driver to Ergashev to bring him to his appointments.

24. During some of his training sessions, Bogdanov was present as Ergashev's manager.

25. Prior to each of his fights, Ergashev was required to obtain licenses in each of the jurisdictions in which he fought. On his license applications, Ergashev listed Oak Park, MI as his address. **Exhibit B.**

26. As a result of Ergashev's failure to respond to numerous fight opportunities, Salita has lost multiple fight opportunities, including one opportunity in which the purse would have been at least \$125,000 (if not more).

27. Salita, as a promotor, earns revenue by selling television and streaming rights, tickets and sponsorships. Salita pays expenses such as arena rental fees and purses of the boxers. Salita makes a profit if the revenue exceeds expenses.

28. Bogdanov, as Ergashev's manager, receives a percentage of his boxer's purse. A manager's incentive is to increase the purse because it will increase his income, whereas a promoter has an incentive to decrease a purse in order to maximize net profit. Salita does not have a financial interest or any business relationship with Bogdanov that would create a conflict of interest and undermine Bogdanov's duty to negotiate the highest purse possible for his fighter. For an

example of a conflict of interest, suppose a promoter loaned a manager \$200,000 to buy a house and obtained a mortgage on that house. That would be a prohibited “benefit” that the promoter provided to the manager and would make the manager beholden to the promoter due to fear that if he ever misses a payment, the promoter could evict him from his house.

29. Salita, and every other promoter in the boxing industry, has a legitimate business interest in the identity of the manager.

30. Upon information, knowledge, and belief, Ergashev wants to hire as part of his management team Daniel Kinahan (“Kinahan”). Kinahan himself has said that he was going to finance Ergashev’s defense.

31. To date, I have not been asked to approve Kinahan or anyone else new as part of Ergashev’s management team.

32. Salita has made a significant investment in developing and promoting Ergashev and building him into a superstar. A manager that would negatively affect Salita’s ability to do business with the major Las Vegas and Atlantic City casinos and/or television networks around the world would materially damage this investment and justifies requiring Ergashev to first obtain Salita’s consent if he desires to engage a new manager. In addition, my own sense of fair dealing, as well my contractual obligation of good faith and fair dealing, means that I would not disapprove of a new manager for Ergashev or any other fighter unless I had reason

to believe that it would negatively affect Salita's boxing industry relationships and reputation or would negatively impact bout opportunities for the fighter.

I declare under penalty of perjury that the foregoing is true and correct pursuant to 28 U.S.C. §1746.


Dmitriy Salita

Executed on March, 24, 2021.

A

SHAXSIY IMZO / HOLDER'S SIGNATURE

AA27605141UZB9112126M23082613121291418001144

B

3/17/2021

Print Lookup Details



Illinois Department of Financial and
Professional Regulation

Lookup Detail View

Contact

Contact Information

Name	City/State/Zip	DBA / AKA
SHOHJAHON ERGASHEV	Oak Park, MI 48237	

License

License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	License Qualifiers	Ever Disciplined
002169772-0003	ATHLETICS - LICENSED BOXER	NOT RENEWED	02/15/2019	02/15/2019	09/30/2019	LICENSED BOXER	N

Generated on: 3/17/2021 12:28:48 PM