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11 *Attorneys for Defendant*
12 Mr. Ralph Heredia

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
(EASTERN DIVISION)

Joseph Diaz, Jr.,

Plaintiff,

vs.

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

Defendants.

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

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

Date: March 12, 2021
Time: 9:00 a.m.
Courtroom: 2
Judge: Hon. John W. Holcomb

MOSES HEREDIA DECLARATION ISO DEFENDANTS REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO COMPEL ARBITRATION AND / OR STAY PROCEEDINGS PENDING ARBITRATION

1 I, Moses Heredia, hereby declare as follows:

2 1. I, Moses Heredia, have personal knowledge of the following facts
3 and, if called as a witness, I could and would testify competently with respect
4 thereto and hereby declare as follows:

5 2. I am a co-owner and CEO of Heredia Boxing Management, Inc.
6 (hereinafter “HBM”) a duly registered California Corporation.

7 3. Mr. Ralph Heredia is also a co-owner and employed by HBM.

8 4. I am Mr. Joseph “JoJo” Diaz, Jr.’s licensed contracted boxing
9 manager.

10 5. I am duly licensed before the California State Athletic Commission
11 (hereinafter “Commission”).

12 6. I have reviewed the Declaration signed by Mr. Diaz on February 19,
13 2021.

14 7. On February 23, 2017, Mr. Diaz and I signed and executed a Boxer-
15 Manager Contract (hereinafter “Contract”). Mr. Larry Ervin from the Commission,
16 in accordance with statute, oversaw the signing of the Contract.

17 8. The Commission subsequently approved this Contract on February
18 24, 2017.

19 9. This executed and approved Boxer-Manager Contract is attached to
20 Mr. Diaz’s Declaration Exhibit A.

21 10. I recognize my and Mr. Diaz’s signature on the contract. This
22 document is prepared in the ordinary scope of the business of HBM. This
23 document is stored in electronically and is readily retrievable from our servers. It is
24 a regular part of my business to keep and maintain records of this type.

25 11. Mr. Diaz’s falsely claims in his Declaration to have never met any
26 employees of HBM.

27
28 MOSES HEREDIA DECLARATION ISO DEFENDANTS REPLY TO PLAINTIFF’S OPPOSITION
TO DEFENDANT’S MOTION TO COMPEL ARBITRATION AND / OR STAY PROCEEDINGS
PENDING ARBITRATION

1 12. Mr. Diaz maintained frequent communications with Ms. Carmina
2 Ledesma. *See Declaration of Ms. Carmina Ledesma.*

3 13. Mr. Diaz and I had an oral agreement that I would advance him
4 money to pay his bills and recuperate that amount from the purse of his next fight.
5 These were personal no interest loans extended to him in order to mitigate his
6 increasingly erratic addictive behavior and handling of money.

7 14. Pursuant to the terms of the oral agreement, Mr. Diaz would provide
8 Ms. Ledesma information concerning his bills and Ms. Ledesma would pay the
9 bills. The actions of Mr. Diaz and I demonstrate that I accepted Mr. Diaz's offer
10 and we intended to enter into an oral agreement so Mr. Diaz could focus on his
11 boxing career.

12 15. I also insisted that he avail himself of medical care which I also paid
13 for through HBM's account.

14 16. I directed Ms. Ledesma to assist Mr. Diaz and pay him from the
15 HBM. Mr. Diaz sent Ms. Ledesma with information concerning his bills through
16 text messages. Ms. Ledesma paid the majority of the bills online. *See Declaration*
17 of Ms. Carmina Ledesma and Exhibit A concerning the text messages.

18 17. Furthermore, HBM also sent additional money via check to Mr. Diaz.

19 18. Attached hereto as **Exhibit B** are true and correct images of checks
20 sent from HBM to Mr. Diaz. I recognize the checks as they were sent from the
21 HBM account and fairly and accurately depict a portion of the checks HBM has
22 sent to Mr. Diaz.

23 19. On July 24, 2020, Mr. Diaz texted me concerning our future and
24 asked for an additional \$4,000.00.

25 20. Attached hereto as **Exhibit C** is a true and correct copy of the July 24,
26 2020 text exchange between Mr. Diaz and me. I recognize this screen captures as it

1 is a screen capture from my phone and fairly and accurately depict a portion of the
2 conversation between Mr. Diaz and me.

3 21. Attached hereto as **Exhibit D** is a true and correct copy of an image of
4 a check sent on July 25, 2020 from me to Mr. Diaz. I recognize the check as it was
5 sent from one of my accounts and fairly and accurately depict check I sent to Mr.
6 Diaz on July 25, 2020.

7 22. On or about August 12, 2020, I learned for the first time through
8 social media that Mr. Diaz signed with MTK Global management and promotion
9 company.

10 23. On or about August 20, 2020, I submitted a proper request for
11 arbitration to the Commission per the terms of the Boxer-Manager Contract.

12 24. Attached hereto as **Exhibit E** is a true and correct copy of the Request
13 for Arbitration, cover letter, and declaration. I recognize my signature on the
14 Request for Arbitration and declaration. I also recognize the cover letter drafted by
15 Mr. Steve Bash as I reviewed that document. The Commission accepted the
16 request. The arbitration is in the process of being scheduled within the next 60 days
17 and have been delayed due to the ongoing COVID-19 pandemic.

18 25. At no time between August 12, 2020 through the present has Mr. Diaz
19 included me in ongoing negotiations with Golden Boy Promotions up to and
20 including the securing of the mandatory title defense fight against Mr.
21 Shavkatdzhon Rakhimov.

22 26. All attempts in reaching an understanding have been met with
23 hostility.

24 27. On or about February 12, 2021, prior to the mandatory title defense
25 fight against Mr. Shavkatdzhon Rakhimov, Mr. Diaz failed to make weight.

26 28. Mr. Diaz's failure to make weight resulted in him forfeiting his IBF
27 super featherweight belt and having to pay fines to the Commission. Mr. Diaz's
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MOSES HEREDIA DECLARATION ISO DEFENDANTS REPLY TO PLAINTIFF'S OPPOSITION
TO DEFENDANT'S MOTION TO COMPEL ARBITRATION AND / OR STAY PROCEEDINGS
PENDING ARBITRATION

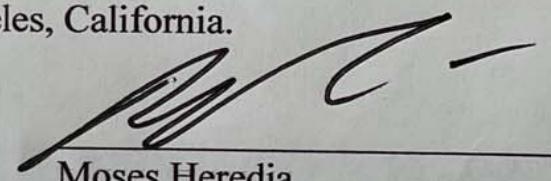
1 unlicensed managers then entered into negotiations with Mr. Rakhimov's promoter
2 to salvage the fight. These negotiations are a strictly management function.

3 29. I did not participate in these negotiations. I was informed that during
4 the negotiations and communication with the Commission that Mr. James Greeley
5 of VGC, LLP asserted that the boxing management contract was "not valid" and
6 "no payment would be made to HBM." Mr. Paul Gibson from MTK Global also
7 took the same position contrary to the Commissions that payment should be made.

8 30. Under the Boxer-Manager Contract, Mr. Diaz is required to pay 18%
9 of his purse to me as his manager. This did not occur after the fight on February
10 13, 2021. As of the date of this Declaration, it still has not yet occurred.

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

13 Executed February 26, 2020 in Los Angeles, California.



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Moses Heredia

EXHIBIT B

IMAGE DETAILS

Front

Back

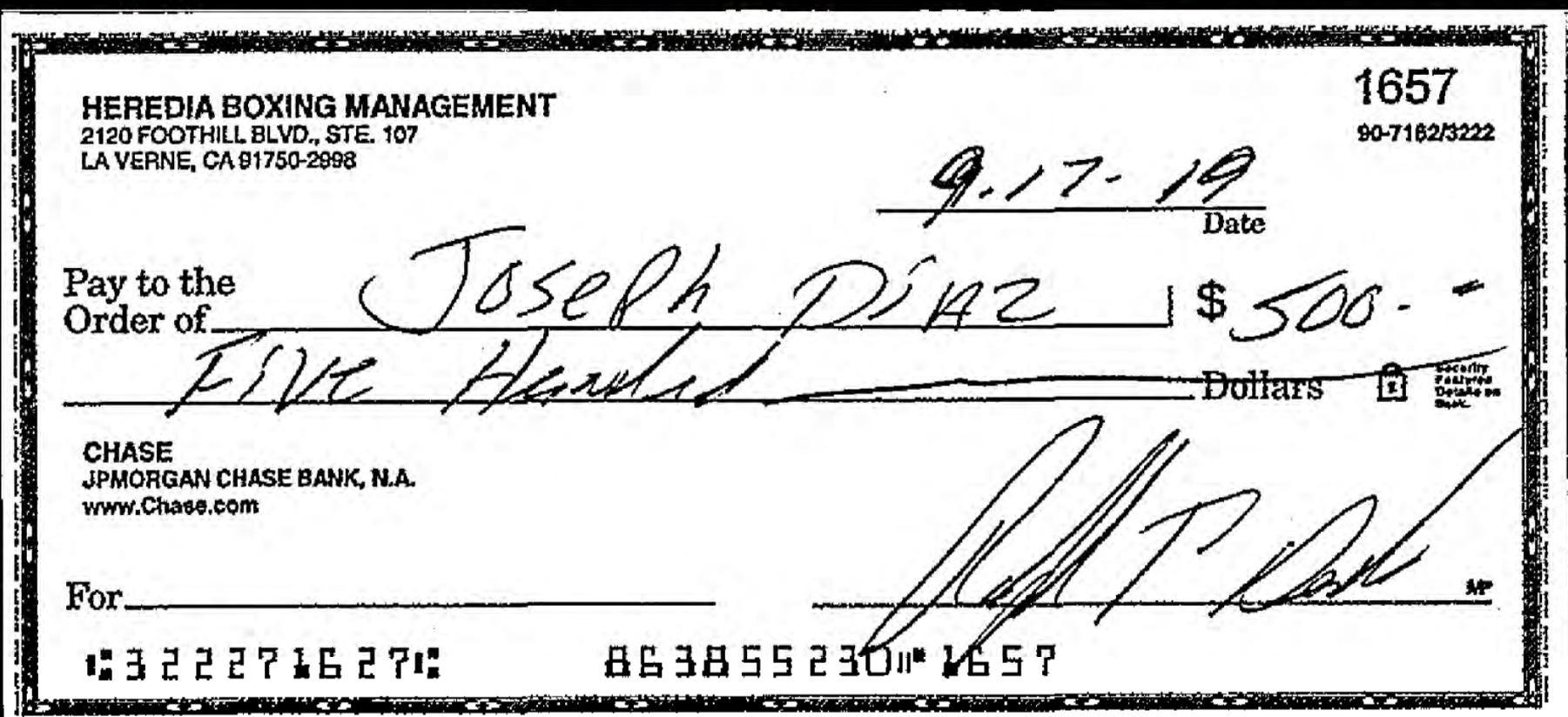


IMAGE DETAILS

Front

Back

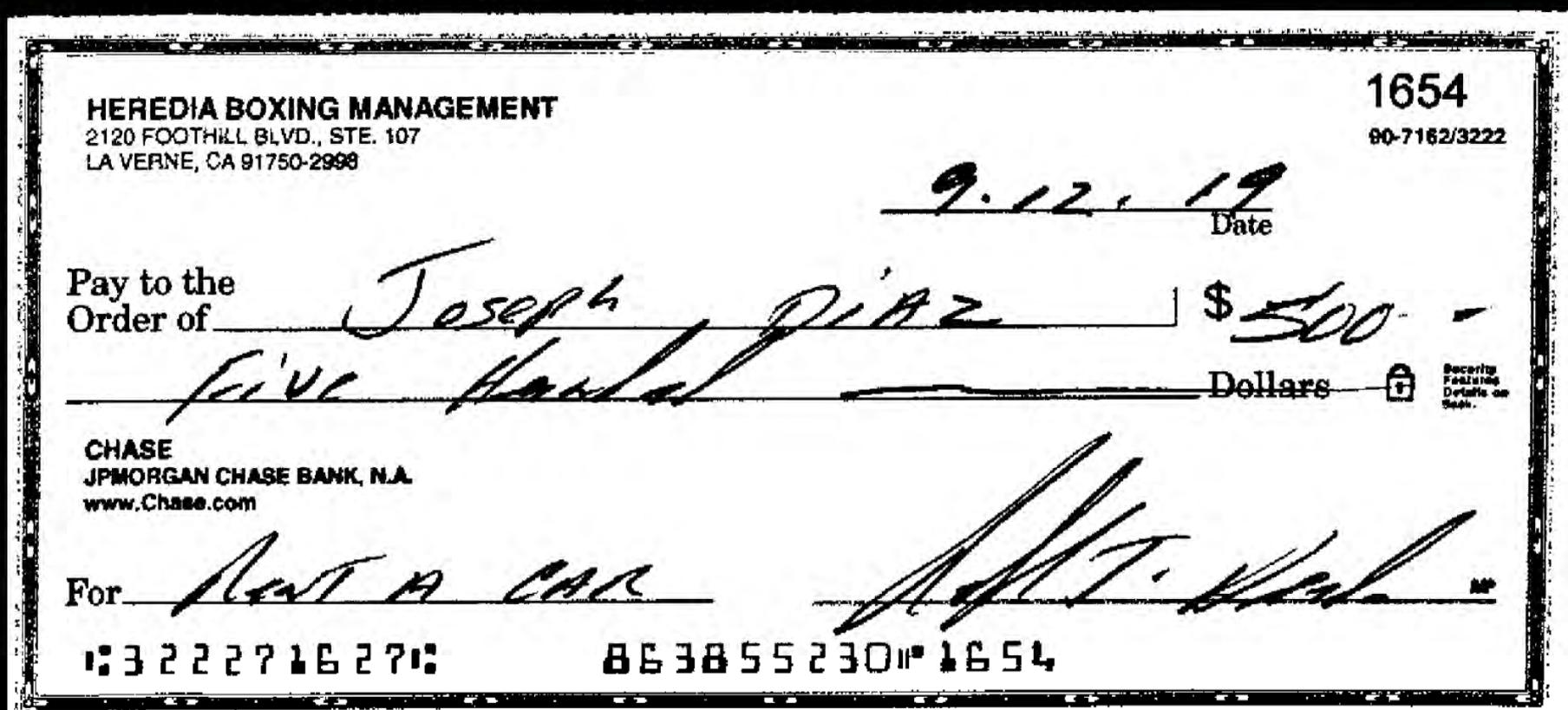


IMAGE DETAILS

Front

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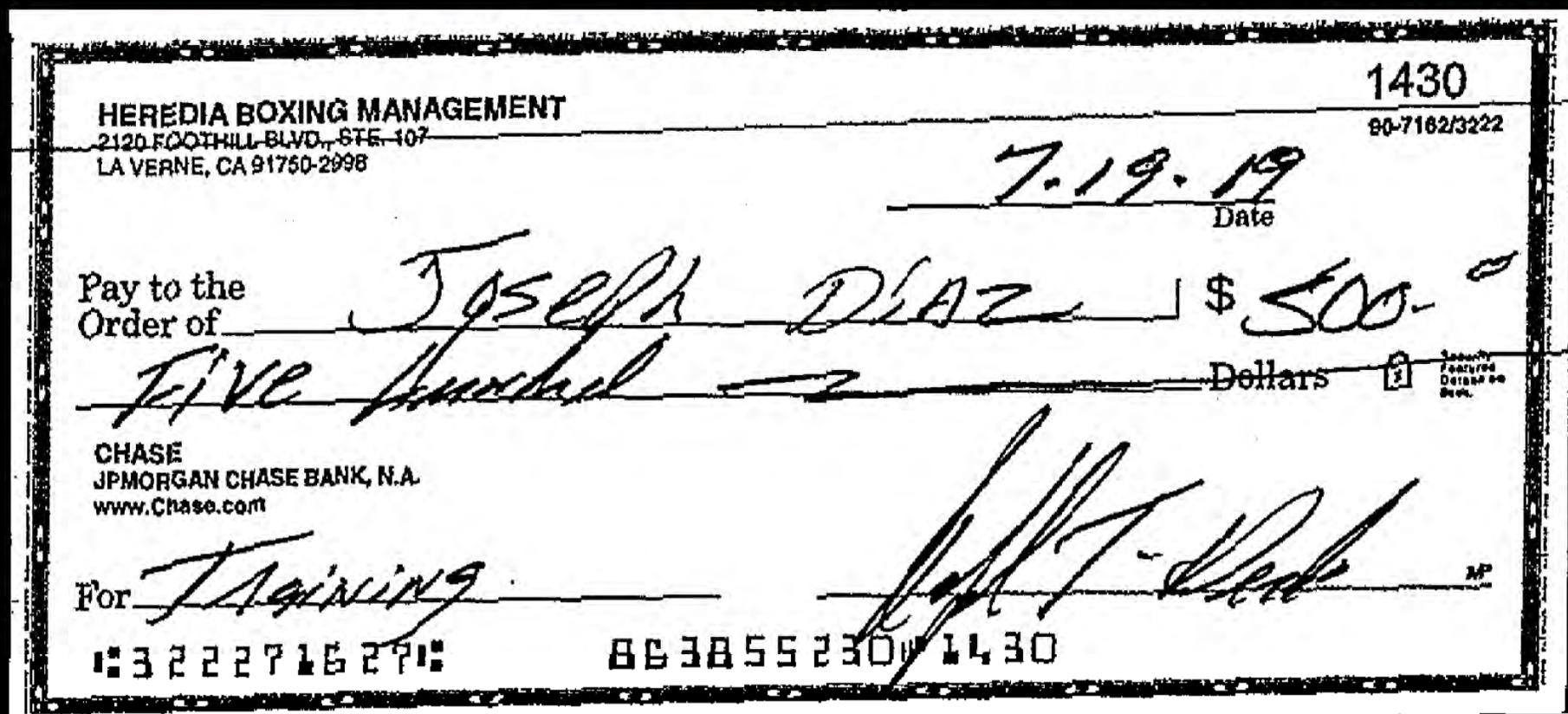


EXHIBIT C

2:29



JI

JoJo Diaz Jr >

Fri, Jul 24, 3:24 PM

Hey what's up Moses! I thought I replied. Thanks you, I'm excited for this new journey as well. Big things to come, the future is bright. I was wondering if you can do me a favor Moses. I need some money around 4K for personal use and to cover my gf's tuition for school. I've been trying to get ahold of Ralph. But I know he's being isolated and try to get better. I'll pay back with the remaining amount I owe after this next fight. Hope all is well, everything been good over here been training everyday at the teamsters gym. Cutting the weight and getting ready for my fight date. We gotta a lot to accomplish still and a lot of money to make.

Sat, Jul 25, 1:58 PM



iMessage

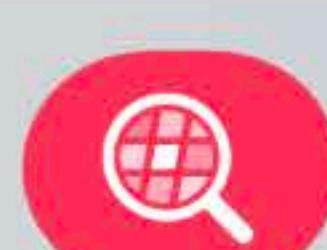
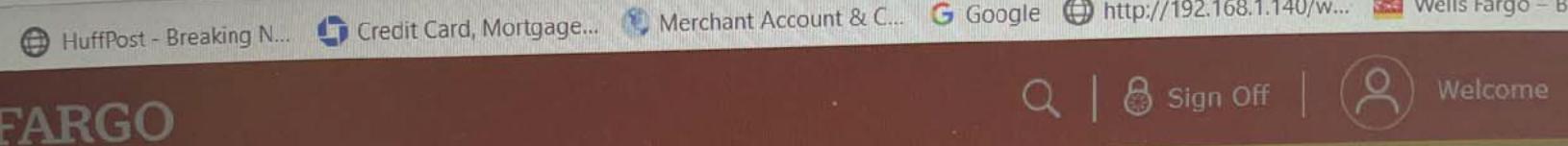


EXHIBIT D



Check Details

Check Number	1009
Date Posted	07/27/20
Check Amount	\$4,000.00



< Previous

Flip

Zoom

Next >

REF #IB08HPLJXG ON 07/17/20

GLOBAL PROCESSIN PAYROLL [REDACTED] HEREDIA, MOSES T \$3,035.01



FARGO



Welcome

Check Details

Item 3 of 6

[Show partial image *](#)[Print](#)

Check Number

1009

Date Posted

07/27/20

Check Amount

\$4,000.00

**DO NOT SIGN / WRITE / STAMP BELOW THIS LINE
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For Deposit Only - JPMC

The following security features have been added:
 • Dark Barberry account security, a fraud protection service.
 • Document signature verification.
 • Electronic payment tracking.
 • Electronic payment validation.
 • Identity protection services.
 • Online account access.
 • Online banking.
 • Online bill pay.
 • Online statement delivery.
 • Online statement delivery.

[Previous](#)[Flip](#)[Zoom](#)[Next](#)

REF #IB08HPLJXG ON 07/17/20

GLOBAL PROCESSIN PAYROLL

HEREDIA, MOSES T

\$3,035.01



DELL

EXHIBIT E



August 20, 2020

Mr. Andy Foster
Executive Officer
California State Athletic Commission
2005 Evergreen Street, Suite 2010
Sacramento, CA 95815

Re: Request for Arbitration by Manager Moses Heredia (Contract #M-2017-0006)

Dear Mr. Foster:

This firm has been retained by Manager Moses Heredia in relation to a dispute between Mr. Heredia and Boxer Joseph Diaz Jr..

Pursuant to California Business and Professions Code Section 18611 and California Code of Regulations Title 4, Chapter 1, Section 227 (The Boxing Act), please find attached a duly signed Request For Arbitration and supporting Declaration of Moses Heredia.

It is our belief the Commission's goals of ensuring the integrity of the sport of boxing in the interest of the general public and the participating boxers and managers in California make this dispute an important one for Arbitration in California.

Mr. Heredia has dutifully represented the interests of Mr. Diaz for many years, including dealing with often times difficult relations/negotiations with Golden Boy Promotions to maximize Mr. Diaz' earnings and help Mr. Diaz reach the pinnacle of boxing success. This has been accomplished despite many personal life transgressions by Mr. Diaz that Mr. Heredia has attempted to help Mr. Diaz cure. It appears that now that Mr. Diaz has attained his world title, he has chosen to circumvent his Manager-Fighter relationship and entered into a different contractual relationship with a third party.

For reasons including but not limited to the foregoing, we kindly ask that you accept this Request For Arbitration and inform us of the earliest date available.

Please contact me if you need any further information regarding this matter.

Sincerely,



Steven Bash, Esq.
Bash and Polyachenko, P.C.

CC:

Office of the Attorney General
300 South Spring Street Suite 5212
Los Angeles, California 90013



BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY • GOVERNOR EDMUND G. BROWN JR.

CALIFORNIA STATE ATHLETIC COMMISSION
2005 Evergreen Street, Suite 2010 | Sacramento, California 95815
Phone: (916) 263-2195 Fax: (916) 263-2197
Website: www.dca.ca.gov/csac Email: CSAC@dca.ca.gov



REQUEST FOR ARBITRATION

This request is to be forwarded to the Commission office and the Office of the Attorney General at 300 South Spring Street Suite 5212 Los Angeles, California 90013. You must turn in a copy of the contract over which Arbitration is sought. If you do not have a copy, please contact the Athletic Commission.

Name: Moses Heredia
Address: 1 Morning Dove Laguna Niguel Ca. 92677
Telephone Number: 909-717-7144
Email Address: Mheredia@globalprocessingsystems.com
Type of License Person Holds: Boxing Manager

Please note three dates of availability in the next 90 days:

1. 9/22/20 2. 9/30/20 3. 10/1/20

Which of the following geographic locations is preferred? (Please circle one.)

Sacramento Los Angeles San Francisco San Diego

Will you require the services of an interpreter? Yes No If Yes, please state what

Language: _____

Statement

See attached declaration

[Signature]
Appellant Signature

8/20/20
Date of Request

FOR COMMISSION USE ONLY

Date Received: _____ Receive By: _____

DECLARATION

I, Moses Heredia, hereby declare:

1. I am the duly licensed manager of professional boxer Joseph Diaz, Jr. (CSAC Manager-Fighter Contract M-2017-0006).

2. Since his professional debut in 2012, Mr. Diaz has benefitted tremendously from my and my entire family's tireless and devoted dedication in advancing his professional boxing career. We have made tremendous accomplishments despite a contentious and conflicting relationship with Mr. Diaz' promoter Golden Boy Promotions and Mr. Diaz' repeated poor judgments and misdeeds in his personal life that have potentially compromised his future.

3. On August 12, 2020, a public announcement was made that Mr. Diaz signed a contract with MTK Global, a foreign company that proclaims themselves to be "the world's foremost boxer management company" and claims to manage "over 300+ boxers" (www.mtkglobal.com). Mr. Diaz had privately and publicly confirmed the signing with MTK Global.

4. Mr. Diaz' communications and negotiations with MTK Global were done in secrecy and completely unbeknownst to me. His signing with MTK Global is a direct violation of our Manager-Fighter Agreement and the sole and exclusive rights granted to me as his Manager.

5. Mr. Diaz has not responded to any communications from me since the MTK Global signing. When my attorney contacted MTK Global CEO Bob Yalin regarding their tortious interference with my contractual relationship with Mr. Diaz, we were informed that Mr. Diaz has retained his own attorney in this matter and a dispute exists with respect to Mr. Diaz' intentions to honor the Manager-Fighter Agreement.

6. I hereby request the California State Athletic Commission exercise its jurisdiction and authority to regulate all boxing contracts entered into in California and schedule an Arbitration in this matter. I also request that the California State Athletic Commission exercises its duty and authority to protect its stakeholders from being taken advantage of by outside parties and investigate the actions of Mr. Diaz, MTK Global, and any other third parties in this matter.

7. Mr. Diaz is an immature and impressionable young man with a history of vices and indiscretions that have led to very poor decisions and actions in the past. I have done everything I possibly could to help Mr. Diaz focus on his promising boxing career and deal with his personal demons that cause him to make poor decisions and gamble his future away. I strongly believe Mr. Diaz continues to spiral out of control in his personal and financial life and has made an illegal, ill-advised, and ill-influenced decision for the wrong reasons. I also feel

that Mr. Diaz may not be in the proper mental state to make rational decisions at this time and that his recent decisions regarding the future of his boxing career were influenced by his premeditated plan to violate the Manager-Fighter Agreement.

I declare under penalty of perjury, under the laws of the State of California, that the above declaration is true and correct to my knowledge and belief.

Dated August 20, 2020.



Moses Heredia