

1 James L. Greeley (SBN 218975)  
jgreeley@vgcllp.com  
2 Diyarí Vázquez (SBN 222461)  
dvazquez@vgcllp.com  
3 VGC, LLP  
1515 7th Street, No. 106  
4 Santa Monica, California 90401  
Telephone: (424) 272-9885  
5  
6 Attorneys for Plaintiff  
JOSEPH DIAZ, JR.

7  
8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **EASTERN DIVISION**  
11

12 JOSEPH DIAZ, JR.,

13 Plaintiff,

14 v.

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

18 Defendants.  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

**DECLARATION OF JOSEPH  
DIAZ, JR. IN SUPPORT OF  
PLAINTIFF'S OPPOSITION TO  
DEFENDANT RALPH HEREDIA'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

1 I, Joseph Diaz, Jr., hereby declare as follows:

2 1. I am the Plaintiff in this action. I have personal knowledge of the  
3 following facts and, if called as a witness, I could and would testify competently with  
4 respect thereto.

5 2. Attached hereto as **Exhibit A** is a true and correct copy of the Boxer-  
6 Manager Contract that I signed along with Moses Heredia, effective February 23, 2017.  
7 I recognize my and Moses Heredia's signatures on the contract.

8 3. I never signed any agreement with Ralph Heredia (Moses' brother). I  
9 never agreed to arbitrate any potential claims against Ralph Heredia.

10 4. Attached hereto as **Exhibit B** is a true and correct copy of an email I  
11 received from Patrisha Blackstock from the California State Athletic Commission on  
12 August 24, 2020 informing me that Moses Heredia had made a request for arbitration  
13 against me to the Commission (the "Arbitration"). I retained the law firm of VGC,  
14 LLP to represent me in connection with the Arbitration.

15 5. The Arbitration concerns Moses Heredia's "sole and exclusive" rights as  
16 my boxing manager under the Boxer-Manager Contract. Moses was outwardly upset  
17 that I had signed a *business advisory* agreement with a third party called MTK Global  
18 that he believed usurped his managerial rights. It did not, which I intend to prove at  
19 the Arbitration.

20 6. Attached hereto as **Exhibit C** is a true and correct copy of an email I  
21 received from Moses Heredia on August 20, 2020. In that email, Moses wrote, as  
22 applicable here: "I will let the commission confirm my sole and exclusive rights as  
23 Manager and the federal courts can then deal with the damages you, MTK Global, and  
24 anyone else involved in your betrayal have caused."

25 7. My claims in this case are not against Moses Heredia and do not relate to  
26 the Boxer-Manager Contract (according to Moses himself, those will be dealt with  
27 later). My claims here are against Ralph Heredia (Moses' brother) and an unknown  
28

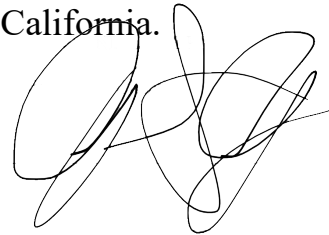
1 lawyer, John Doe, Esq., who I believe Ralph Heredia hired for himself and paid with  
2 my boxing proceeds without my knowledge or consent.

3 8. I have only ever dealt with Moses and Ralph Heredia individually. I have  
4 never met any employees of “Heredia Boxing Management, Inc.”

5 9. I never signed any agreement with “Heredia Boxing Management, Inc.”  
6 or “HBM.” I never agreed to arbitrate any potential claims against “Heredia Boxing  
7 Management, Inc.” or “HBM.”

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

10 Executed February 19, 2021 in Los Angeles, California.

A handwritten signature in black ink, appearing to read 'JD', with a horizontal line extending from the end of the signature.

11  
12  
13  
14 Joseph Diaz, Jr.