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10 **UNITED STATES DISTRICT COURT**  
11  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **(Eastern Division)**

14 HEREDIA BOXING MANAGEMENT,  
15 INC.; & MOSES HEREDIA,

16 Plaintiffs,

17 vs.

18  
19 MTK GLOBAL SPORTS  
20 MANAGEMENT, LLC; GOLDEN BOY  
21 PRODUCTIONS, INC.; VGC, LLP;  
22 PAUL D. GIBSON; and DANIEL  
KINAHAN,

23 Defendants.

Case No.: 20-cv-2618

**COMPLAINT**

**DEMAND FOR JURY TRIAL**

24  
25 Plaintiffs Heredia Boxing Management, Inc. (“HBM”), and Mr. Moses  
26 Heredia (“M. Heredia”) (collectively, “Plaintiffs”) bring this Complaint against the  
27 Defendants MTK Global Sports Management, LLC (“MTK”), Golden Boy  
28 Promotions, Inc. (“GBP”), VGC, LLP (“VGC”), Mr. Paul D. Gibson (“Mr.

1 Gibson”), and Mr. Daniel Kinahan (“Mr. Kinahan”) (collectively, “Defendants”)  
2 and alleges, based on knowledge as to themselves and their own acts and on  
3 information and belief as to all other matters, as follows:

#### 4 NATURE OF THE CASE

5 1. This dispute arises from Defendant’s (1) violation of Racketeering  
6 Influenced and Corrupt Organization (RICO) Act 18 U.S.C. § 1962(a) – Acquiring  
7 an Interest in an Enterprise by Use of Income; (2) violation of RICO 18 U.S.C. §  
8 1962(b) – Acquiring or Maintaining an Interest in or Control of an Enterprise; (3)  
9 violation of RICO 18 U.S.C. § 1962(c) – Conducting the Affairs of an Enterprise;  
10 (4) violation of RICO 18 U.S.C. § 1962(d) – Conspiracy to Conduct the Affairs of  
11 an Enterprise; (5) tortious interference with boxer-manager contract between the  
12 Plaintiffs and boxer, Mr. Joseph “JoJo” Diaz, Jr. (“Mr. Diaz”) (6) tortious  
13 interference with promotion-manager contract between Plaintiffs and GBP, (7)  
14 inducing breach of boxer-manager contract between the Plaintiffs and Mr. Diaz,  
15 (8) intentional interference with prospective economic relations, and (9) tortious  
16 interference with boxer-manager contract between the Plaintiffs and boxer, Mr.  
17 Luis Feliciano (“Mr. Feliciano”).

18 2. Mr. M. Heredia is a duly licensed boxing manager and owns HBM.

19 3. HBM manages Mr. Joseph “JoJo” Diaz, Jr., pursuant to a boxer-  
20 manager agreement dated February 23, 2017. Mr. Diaz is a professional south paw  
21 boxer of Mexican decent and is the current IBF super featherweight title holder.

22 4. Mr. Diaz established a relationship with the Mr. M. Heredia as an  
23 amateur fighter prior to his qualification for the 2012 Summer Olympics which has  
24 continued until present day.

25 5. GBP holds the current promotional agreement for Mr. Diaz which was  
26 executed on March 22, 2017.



1           14. Plaintiff Moses Heredia is an individual residing in San Bernardino  
2 County, California.

3           15. Defendant MTK Global Sports Management, LLC, is a Dubai, UAE  
4 business entity with license number 785135 and having its registered office at PO  
5 Box 454833, Al Barsha Post Office, Dubai, United Arab Emirates. MTK Global  
6 Sports Management, LTD, is a wholly owned subsidiary of MTK Global Sports  
7 Management, LLC operating out of the United Kingdom with its principal place of  
8 business at 20-22 Wenlock Road, London, United Kingdom, N1 7GU. MTK stands  
9 for “Mack the Knife.” MTK recently changed its name to Global Promotion  
10 Management LTD in the United Kingdom. However, MTK still is operating and  
11 doing business as “MTK Global.” *See* <https://mtkglobal.com/>.

12           16. Defendant Golden Boy Promotions, Inc., is a California corporation  
13 with its principal place of business at 626 Wilshire Blvd, Suite 350, Los Angeles,  
14 CA 90017.

15           17. Defendant VGC, LLP is a New York limited liability partnership with  
16 a principal place of business at 1515 7th St, No 106, Santa Monica, CA 90401-  
17 2605. VGC, LLP also has a principal place of business at 396 Degraw Street, Suite  
18 1, Brooklyn, New York 11231. Mr. James L. Greeley is a principal at VGC, LLP  
19 and upon information and belief resides in Los Angeles County, California. Mr.  
20 Alexander R. Safyan is a litigation partner at VGC, LLP and upon information and  
21 belief resides in Los Angeles County, California. The other members of VGC,  
22 LLP, upon information and belief, are domiciled in either Napa County, California  
23 or Kings County, New York.

24           18. Defendant Paul D. Gibson is MTK’s Chief Strategy Officer and an  
25 individual residing in Alicante, Valencian Community, Spain.

26           19. Defendant Daniel Kinahan is a co-founder and owner of MTK and an  
27 individual residing in Dubai, UAE.

1           20. Each and every Defendant was the agent, servant, employee, joint  
2 venture, partner, subsidiary, and/or co-conspirator of each other Defendant, and in  
3 performing or failing to perform the acts alleged herein each Defendant was acting  
4 individually as well as through and in the foregoing alleged capacity within the  
5 course and scope of such agency, employment, joint venture, partnership,  
6 subsidiary, and/or conspiracy.

### 7                                   **JURISDICTION AND VENUE**

8           21. This Court has subject matter jurisdiction over this action pursuant to  
9 18 U.S.C. § 1964(c) and 28 U.S.C. § 1331.

10          22. Venue is proper in this judicial district pursuant to 18 U.S.C. § 1965  
11 and 28 U.S.C. § 1391 because substantial part of the events or omissions giving  
12 rise to the claim occurred in this district. Defendants MTK, Mr. Gibson, and Mr.  
13 Kinahan do substantial business in this judicial district, has substantial minimum  
14 contacts with this judicial district, and/or intentionally availed itself of the benefits  
15 and protections of California law through the promotion, sale, marketing, and  
16 provision of services in California; *See* 18 U.S.C. § 1965 (“Any civil action or  
17 proceeding under this chapter against any person may be instituted in the district  
18 court of the United States for any district in which such person resides, is found,  
19 has an agent, or transacts his affairs.”). Further, Venue is proper in this judicial  
20 district pursuant to 28 U.S.C. § 1391 because Defendants VGC, and GBP are  
21 subject to personal jurisdiction in this judicial district and reside in this district.

### 22                                   **FACTS**

23          23. Under Federal law, the term boxing manager means a “person who  
24 receives compensation for service as an agent or representative of a boxer.” *See* 15  
25 U.S.C. § 6301. Under California law, the term boxing manager means, “any person  
26 who ... undertakes ... to represent in any way the interest of any professional  
27 boxer ... .” Cal. Bus. & Prof. Code § 18628. California law provides a limited  
28

1 exception for attorneys “whose participation in these activities is restricted to  
2 representing the legal interest of a professional boxer ... as a client.” *Id.* If an  
3 attorney goes beyond the representation of a legal interest then the attorney must  
4 be licensed as a manager. *Id.* A manger must be properly licensed within the State  
5 of California to execute his/her duties under the law. *See* Cal. Bus. & Prof. Code §  
6 18642; 4 CCR § 216.

7 24. Under Federal law, the term boxing promotor means “the person  
8 primarily responsible for organizing, promoting, and producing a professional  
9 boxing match.” 15 U.S.C. § 6301. Under California law, the term boxing promoter  
10 means “a corporation, partnership, association, individual, or other organization  
11 which conducts, holds, or gives a boxing or martial arts contest, match, or  
12 exhibition.” Cal. Bus. & Prof. Code § 18622. Federal law creates a “firewall”  
13 between managers and promoters in order to protect the boxer. 15 U.S.C. § 6308.  
14 Like with a manager contract, promoters are required to have a license. Cal. Bus.  
15 & Prof. Code § 18641; *see also* 4 CCR § 213. A licensed promotor may do  
16 business with other licensed promoters. Cal. Bus. & Prof. Code § 18668.

17 25. Violations of the Professional Boxing Safety Act of 1996 (PBSA), as  
18 amended by the Muhammad Ali Boxing Reform Act of 2000 (“Ali Act”) carry  
19 with it civil and criminal penalties. *See generally* 15 U.S.C. § 6309.

## 20 HBM

21 26. Mr. M. Heredia is a properly licensed manager in California. HBM is  
22 properly incorporated in California. Mr. M. Heredia properly executed a boxer-  
23 manager contract between Mr. Diaz and himself to perform the duties of manager  
24 between February 23, 2017 and February 22, 2022. This contact was properly  
25 executed in the presence of Mr. Larry Ervin, a representative of the California  
26 State Athletic Commission (“Commission”), and later endorsed by Commission  
27 after review.

**MTK, Mr. Kinahan, and Mr. Gibson**

27. MTK is a management and promotional company. MTK is part owned and operated by Mr. Daniel Kinahan who is a member of criminal organization known to law enforcement officials as the KOCG. MTK, Mr. Kinahan, and, Mr. Gibson do not possess a proper license to perform either management or promotional services in California. MTK, Mr. Kinahan, and, Mr. Gibson hold no authority to perform management functions in the State of California.

28. MTK is not licensed in California to be a boxing manager or a boxing promoter. MTK also provides both manager services and promotion services, which are prohibited under the Ali Act firewall provisions. *See* 15 U.S.C. § 6308.

**VGC**

29. VGC is a law firm. No individual in VGC is licensed to perform boxing management functions in the State of California. *See* Cal. Bus. & Prof. Code § 18628; *see generally* 15 U.S.C. §§ 6301-6313. VGC, on behalf of MTK and at their direction, has conspired with GBP to serve as Mr. Diaz's managers to negotiate and secure a title defense for Mr. Diaz with full knowledge and disregard for Mr. Diaz's contractual obligations and without compliance with any of the laws or regulations, that provide the authority to do so and collectively remain subject to both criminal and civil consequences for these alleged violations.

**GBP**

30. GBP is a properly registered and licensed promotional company operating within the State of California. GBP and Mr. M. Heredia and HBM have done business with each other for nearly ten years. Notwithstanding their long business relationship and GBP's knowledge of MTK's violations of the law, GBP has negotiated with MTK as if MTK was the manager of Mr. Diaz in violation of the Ali Act for its own financial gain.





1 boxing. MTK and GBP have interfered to the point of scheduling a bout on or  
2 about February 13, 2021 between Mr. Diaz and his mandatory contender without  
3 any input from or communication with the Plaintiffs.

4 35. VGC also facilitated several financial transactions between MTK, Mr.  
5 Diaz, and GBP to facilitate this unlawful undertaking.

### 6 **MTK and Organized Crime**

7 36. MTK runs an operation out of the Dubai Economic Zone, as discussed  
8 below, and is overseen by Mr. Daniel Kinahan who also resides in Dubai, UAE.

9 37. MTK was co-founded by Mr. Daniel Kinahan. Mr. Daniel Kinahan is  
10 known as the head of Kinahan Organized Crime Group (“KOCG”) in Ireland. The  
11 KOCG is allegedly responsible for several murders, drug trafficking, and money  
12 laundering. The KOCG is one of Europe’s biggest drug cartels. Law enforcement  
13 experts believe that Mr. Daniel Kinahan started MTK to launder ill-gotten gains  
14 from drug trafficking. Mr. Daniel Kinahan is wanted for question by several law  
15 enforcement agencies due to the murderous activities of the KOCG. On or about  
16 September 16, 2018, the United States Customs and Border Protection (CBP)  
17 banned Mr. Kinahan and roughly 26 other members of the KOCG from entering  
18 America due to narco-terrorism concerns. *See e.g.*

19 [https://www.thetimes.co.uk/article/america-bans-the-kinahan-crime-family-](https://www.thetimes.co.uk/article/america-bans-the-kinahan-crime-family-r7bbbntll)  
20 [r7bbbntll; https://www.thesun.ie/news/5456085/cartel-boss-daniel-kinahan-](https://www.thesun.ie/news/5456085/cartel-boss-daniel-kinahan-banned-us-placed-on-list-narco-terrorists/)  
21 [banned-us-placed-on-list-narco-terrorists/](https://www.thesun.ie/news/5456085/cartel-boss-daniel-kinahan-banned-us-placed-on-list-narco-terrorists/).

22 38. In 2016, Mr. Kinahan fled Ireland to Dubai, UAE after a boxing  
23 match he promoted ended in violence at the Regency Hotel in Dublin, Ireland.  
24 During that boxing match, several masked gunmen fired AK-47s into the crowd,  
25 killed one person, and injured several more. This shooting is alleged to be a plot to  
26 kill Mr. Kinahan by a rival crime family. *See e.g.* [https://www.ringtv.com/603461-](https://www.ringtv.com/603461-buzz-and-scrutiny-build-regarding-mtk-global-and-daniel-kinahan/)  
27 [buzz-and-scrutiny-build-regarding-mtk-global-and-daniel-kinahan/](https://www.ringtv.com/603461-buzz-and-scrutiny-build-regarding-mtk-global-and-daniel-kinahan/).

1           39. Mr. Daniel Kinahan is currently living in Dubai, UAE where he  
2 continues to arrange boxing matches and act in a management capacity to MTK.  
3 *See e.g.* [https://www.insider.com/tyson-fury-splits-from-reputed-drugs-boss-](https://www.insider.com/tyson-fury-splits-from-reputed-drugs-boss-daniel-kinahan-2020-6)  
4 [daniel-kinahan-2020-6](https://www.insider.com/tyson-fury-splits-from-reputed-drugs-boss-daniel-kinahan-2020-6); [https://www.sportscasting.com/what-we-know-about-](https://www.sportscasting.com/what-we-know-about-tyson-furys-advisor-daniel-kinahan-a-suspected-1-1-billion-drug-lord/)  
5 [tyson-furys-advisor-daniel-kinahan-a-suspected-1-1-billion-drug-lord/](https://www.sportscasting.com/what-we-know-about-tyson-furys-advisor-daniel-kinahan-a-suspected-1-1-billion-drug-lord/).

6           40. MTK, through VGC, is interfering with HBM's promotion contract  
7 with GBP. GBP is a boxing promoter. In this role, they help arrange bouts between  
8 fighters. VGC is acting as Mr. Diaz's boxing manager by arranging the next fight  
9 between Mr. Diaz and a mandatory contender, Shavratdzhon Rakhimov with GBP.  
10 This fight just got scheduled for February 13, 2021 without input from or  
11 communication with Plaintiffs. Through emails obtained, VGC is directly  
12 performing a boxing management role through the negotiation of a title bout with  
13 GBP, has removed Mr. Diaz's actual managers (Plaintiffs) from the conversation  
14 with GBP, and has explicitly acknowledged they have been hired and funded by  
15 MTK.

16           41. MTK is flooding the U.S. marketplace with illegal funds, not  
17 respecting US law through their interference with contract, violating the Ali Act  
18 firewall provisions, and not obtaining the required licensure. MTK has in the past  
19 few months signed over eight US boxers and several dozens across the globe.  
20 MTK states it is a global management and promotion company but are having  
21 boxers sign management agreements using the title "advisory" in an unguarded  
22 attempt to avoid legal scrutiny without basis in statutory law. However, in reality,  
23 MTK's agreements are management or promotion agreements based on the  
24 applicable definitions and MTK's conduct.

25           42. MTK interfered by providing a financial inducement to Mr. Diaz.  
26 Upon information and belief, MTK provided a \$100,000 advance on Mr. Diaz's  
27 next purse. This advance essentially caused Mr. Diaz to mortgage his future away,  
28

1 which is why the Federal Government and the State of California created statutes  
 2 and regulations to protect boxers. *George Foreman Associates, Ltd. v. Foreman*,  
 3 389 F.Supp 1308, 1314 (1974) (“The statutes and regulations indicate a clear  
 4 purpose to safeguard boxers against the temptation to mortgage their futures in  
 5 exchange for relatively meager present consideration.”).

6 43. GBP has disregarded its contractual obligations with respect to the  
 7 2017 promotional agreement. Further, GBP has contacted at least one other boxer  
 8 managed by HBM, Luis Feliciano, on multiple occasions as recently as December  
 9 11, 2020 in violation and disregard of other agreements. This interference is a  
 10 byproduct of MTK’s trampling on Plaintiffs rights.

11 44. MTK hired VGC to interfere with the boxing management contract  
 12 between Mr. Diaz and Plaintiffs and the boxing promotional contract between Mr.  
 13 Diaz, Plaintiffs, and GBP. Further MTK through VGC caused Mr. Diaz to breach  
 14 his contracts with the Plaintiffs and his contract with GBP.

#### 15 **FACTUAL ALLEGATIONS COMMON TO ALL RICO COUNTS**

16 45. The Racketeering Influenced and Corrupt Organizations (RICO) Act  
 17 allows for a wronged plaintiff to sue in civil court for damages. *See* 18 U.S.C. §  
 18 1964.

19 46. At all relevant times MTK received or obtained money, either directly  
 20 or indirectly from a pattern of racketeering activity. MTK is associated with Mr.  
 21 Daniel Kinahan and the Kinahan Organized Crime Group (“KOCG”). The KOCG  
 22 is an association-in-fact that operates one of Europe’s largest drug trafficking and  
 23 money laundering networks according to several law enforcement agencies. Mr.  
 24 Kinahan co-founded MTK with Matthew “Mack The Knife” Macklin. Mr.  
 25 Kinahan co-founded MTK in an attempt to launder illicit proceeds from drug  
 26 trafficking through a seemingly lawful business. However, this attempt failed in  
 27 2016 when during a boxing match promoted by Mr. Kinahan ended in violence as  
 28

1 a rival crime family, believed to be the Hutch Family, began shooting the crowd. In  
2 the aftermath of that shooting and feeling the pressure from several law  
3 enforcement agencies, Mr. Kinahan fled from Ireland to Dubai, UAE and  
4 continued to operate MTK by creating the Dubai, UAE wing of MTK. In 2017,  
5 MTK made attempts on paper to sever the ties between MTK and Mr. Kinahan.  
6 However, recent reports—as recent as November 2020—still indicate that Mr.  
7 Kinahan is running MTK from Dubai, UAE. *See e.g.*  
8 [https://www.belfasttelegraph.co.uk/news/northern-ireland/barry-mcguigan-in-](https://www.belfasttelegraph.co.uk/news/northern-ireland/barry-mcguigan-in-warning-to-boxing-over-kinahan-grip-after-frampton-case-39750316.html)  
9 [warning-to-boxing-over-kinahan-grip-after-frampton-case-39750316.html](https://www.belfasttelegraph.co.uk/news/northern-ireland/barry-mcguigan-in-warning-to-boxing-over-kinahan-grip-after-frampton-case-39750316.html).

10 47. “Racketeering activity” is an act that violates certain statutes  
11 enumerated in 18 U.S.C. § 1961. An act of “racketeering activity” is also called a  
12 “predicate act.” *See Living Designs, Inc. v. E.I. Dupont de Nemours & Co.*, 431  
13 F.3d 353, 361 (9th Cir. 2005). Drug trafficking and money laundering are both  
14 listed in 18 U.S.C. § 1961. Here, MTK received or obtained money, either directly  
15 or indirectly, from drug trafficking and money laundering through its association  
16 with Mr. Kinahan. Mr. Kinahan continues to arrange boxing matches that involve  
17 MTK fighters. These matches are steeped in money obtained from drug trafficking  
18 and money laundering. MTK then uses this money to attempt to bring in more  
19 fighters and arrange more fights so that more drug trafficking proceeds can be  
20 laundered through what appears to be a legitimate business. MTK’s thirst for new  
21 boxers supports the KOCG’s money laundering needs has brought MTK to the US  
22 market and to the interference with Mr. Diaz and HBM.

23 48. A “pattern of racketeering activity” means that a defendant, such as  
24 MTK, committed at least two distinct predicate acts. Distinct does not have to  
25 mean different types. A pattern of racketeering activity must include related  
26 predicate acts. Predicate acts are “related” to one another if they have the same or  
27 similar purposes, results, participants, victims, or methods. Here, MTK has  
28

1 approached several US fighters and offered similar “marketing advisor”  
2 arrangements. MTK sometimes does this with the knowledge and consent of the  
3 fighters boxing manager. On other occasions, such as this current dispute, it is a  
4 hostile attempt to peel a boxer or sport fighter away from his or her managers.  
5 MTK holds Mr. Diaz out on its website as one of its boxers and has publically  
6 tweeted about an upcoming mandatory-title defense bout. This bout was arranged  
7 between VGC and GBP, both of whom have not included Mr. Diaz’s manager, Mr.  
8 M. Heredia and HBM in the conversation.

9       49. A pattern of racketeering activity also requires predicate acts showing  
10 “continuity.” Continuity can be demonstrated in two ways. The first is “close-  
11 ended” continuity where the related predicate acts extend over a substantial period  
12 of time. The second is “open-ended” continuity where the related predicate acts do  
13 not occur over a substantial period of time but are likely to be repeated in the  
14 future. Here, MTK continues to involve itself in drug trafficking and money  
15 laundering through its associate with Mr. Kinahan. These acts are likely to be  
16 repeated in the future. MTK advertises on its website that it is one of the biggest  
17 forces in boxing and is encouraging children as young as 15 to sign up with them  
18 to get more and more boxers in their grasps to continue the money laundering  
19 operation. This also includes a drive to become a dominant player in the United  
20 States as MTK continues its expansion into the United States.

21       50. MTK has participated as a principal in the pattern of racketeering  
22 activity. MTK either committed or aided, abetted, counseled, commanded,  
23 induced, or procured the commission of several predicate acts that form a pattern  
24 of racketeering activity. MTK also willfully caused the commission of two or more  
25 alleged predicate acts that make up the pattern of racketeering activity. MTK  
26 committed these predicate acts with intent or knowledge. MTK knows that Mr.  
27 Kinahan is involved in drug trafficking and money laundering and yet MTK still  
28

1 associates with Mr. Kinahan and does business regularly with Mr. Kinahan.  
2 Further, MTK itself is engaged in predicate acts when it proved these illicit funds  
3 to VGC to file a lawsuit on behalf of Mr. Diaz and send threatening letters to GBP  
4 demanding they declare the 2017 promotion agreement null and void in a matter of  
5 hours.

6 51. MTK uses the income or proceeds derived from the racketeering  
7 activity to acquire, maintain, or operate an enterprise. An “enterprise” may consist  
8 of an individual, partnership, corporation, association, or other legal entity. Here,  
9 MTK has attempted to acquire an interest in Mr. Joseph Diaz, as a professional  
10 boxer. MTK provided Mr. Diaz \$100,000 in an attempt to fraudulently induce him  
11 without proper licensure, contractual, or lawful authority. These funds are directly  
12 or indirectly derived from racketeering activity as described above. MTK receives  
13 funds directly or indirectly from Mr. Kinahan which are derived from racketeering  
14 activity such as drug trafficking and money laundering. MTK itself is laundering  
15 the illicit proceeds of the KOCG drug trafficking enterprise.

16 52. MTK is engaged in interstate and foreign commerce. They are a  
17 foreign business entity operating in the United States, namely California. MTK is  
18 using and abusing US law in an attempt to gain a foothold in a lucrative market to  
19 continue their money laundering operation.

20 53. The acts of MTK have caused damage to Plaintiffs. MTK used  
21 racketeering income to injure Plaintiffs. To establish standing for a civil RICO  
22 claim, four factors must be satisfied: the Plaintiff must be (1) a “person” (2) who  
23 sustains injury (3) to his or her “business or property” (4) “by reason of”  
24 defendant’s violation of 18 U.S.C. § 1962. Standing depends on injury from the  
25 “conduct constituting the violation,” and each section of RICO has a different  
26 injury requirement. Injury under § 1962(a) must stem from the investment of  
27 racketeering income; injury under § 1962(b) must stem from the acquisition of an  
28

1 interest on or control over an enterprise; injury under § 1962(c) must stem from the  
 2 predicate acts; and injury under § 1962(d) generally stems from the overt acts  
 3 committed in furtherance of the conspiracy. Plaintiffs have standing under all four  
 4 sections of RICO as they are considered a “person” who has sustained an injury to  
 5 his business by reason of the injuries described below.

## 6 **CAUSES OF ACTION**

### 7 **FIRST CAUSE OF ACTION**

#### 8 **RICO § 1962(a) – Acquiring an Interest in an Enterprise by Use of Income**

9 (Against MTK, Mr. Kinahan, and Mr. Gibson)

10 54. Plaintiffs incorporate by reference and realleges each and every  
 11 allegation contained in the paragraphs above as though fully set forth herein.

12 55. MTK is an enterprise engaged in and whose activities affect interstate  
 13 commerce. MTK is an international boxing management and promotion company  
 14 and also engage in marketing boxing and other fighting sport events through  
 15 television and the internet. MTK is operating in several markets to include this  
 16 judicial district. MTK is associated with Mr. Kinahan and Mr. Gibson is MTK’s  
 17 chief strategy officer.

18 56. MTK derived income, directly or indirectly, from a pattern of  
 19 racketeering activity. Namely, through MTK’s association with Mr. Kinahan and  
 20 the KOCG, MTK has accepted income from drug trafficking and money  
 21 laundering. Any investment by or through Mr. Kinahan necessarily is income  
 22 derived, directly or indirectly, from drug trafficking and money laundering. Upon  
 23 information and belief, these acts have occurred more than once, are related to one  
 24 another, and are continuous under both the closed-end continuity theory and the  
 25 open-ended continuity theory as the relationship between MTK and the KOCG has  
 26 been established over time and is likely to be repeated into the future.



1           57. MTK used and invested income that was derived from a pattern of  
2 racketeering activity in an interstate enterprise. Specifically, MTK was co-founded  
3 by Mr. Daniel Kinahan who is the reported leader of the KOCG in Ireland. The  
4 KOCG is known by several governments, including the United States Government  
5 of engaging in narco-terrorism, drug trafficking, and money laundering. MTK  
6 states that it has severed ties with Mr. Kinahan. However, while official ties on  
7 paper may have been severed, Mr. Kinahan is still influencing and controlling  
8 MTK. As recently as November 16, 2020 it is reported that MTK is still associated  
9 with Mr. Daniel Kinahan. MTK received income from Mr. Daniel Kinahan and the  
10 KOCG that was derived from a pattern of racketeering activity in an interstate  
11 enterprise. MTK then used this income derived from a pattern of racketeering  
12 activity to acquire an interest in Mr. Joseph “JoJo” Diaz, Jr, an individual.  
13 Enterprises may consist of individuals.

14           58. The racketeering activity listed above constitutes a pattern of  
15 racketeering activity pursuant to 18 U.S.C. § 1961(5).

16           59. MTK participated as a principle in the pattern of racketeering activity.  
17 With knowledge of the KOCG and Mr. Kinahan’s drug trafficking and money  
18 laundering, MTK conspired with or aided and abetted the KOCG and Mr. Kinahan  
19 to allow MTK to be used a front for money laundering. MTK received income  
20 from the predicate acts, directly or indirectly, and then invested that income in the  
21 acquisition of an interest in Mr. Joseph Diaz, Jr, an enterprise, which is engaged in  
22 interstate and international commerce.

23           60. As direct and proximate result of the MTK’s racketeering activities  
24 and violations of 18 U.S.C. § 1962(a), Plaintiffs have been injured in their business  
25 and property in that: Plaintiffs have an exclusive management boxer-manager  
26 contract with Mr. Diaz. The income MTK is investing into Mr. Diaz is directly  
27 causing harm to the business relationship between Plaintiffs and Mr. Diaz and has  
28



1 caused Mr. Diaz to stop communicating with Plaintiffs resulting in several  
 2 previously contracted for services in the management of Mr. Diaz to spoil. Further,  
 3 the interference has caused harm to Plaintiff's business reputation and goodwill  
 4 and interference with prospective commercial relations. Mexican American boxers  
 5 also have the highest draw in the boxing sport. Loss of world champion affects  
 6 their standing in the boxing management community and amongst boxing  
 7 promoters.

8 61. WHEREFORE, Plaintiff requests that this Court enter judgment against  
 9 the MTK as follows: actual damages, treble damages, reasonable attorney's fees,  
 10 and the costs of bringing the suit.

## 11 **SECOND CAUSE OF ACTION**

### 12 **RICO § 1962(b) – Acquiring or Maintaining an Interest in or Control of an** 13 **Enterprise**

14 (Against MTK, Mr. Kinahan, and Mr. Gibson)

15 62. Plaintiffs incorporate by reference and realleges each and every  
 16 allegation contained in the paragraphs above as though fully set forth herein.

17 63. MTK is an enterprise engaged in and whose activities affect interstate  
 18 commerce.

19 64. MTK acquired and maintained interests in and control of the  
 20 enterprise through a pattern of racketeering activity. Specifically, on or about,  
 21 August 12, 2020, MTK provided Mr. Joseph Diaz, Jr. with an advance of \$100,000  
 22 in exchange signing for a "marketing advisory" agreement in violation of the  
 23 current boxer-manager contract signed between Mr. Diaz and Plaintiffs. Mr. Diaz  
 24 is an individual and individuals are considered "enterprises." The advance MTK  
 25 provided Mr. Diaz was derived, directly or indirectly from the predicate acts of  
 26 drug trafficking and money laundering as described above. MTK is associated with  
 27 and conspires with Mr. Kinahan and the KOCG which is one of Europe's largest  
 28

1 drug trafficking cartels. MTK continues to maintain this interest in Mr. Diaz and  
2 recently tweeted about an upcoming mandatory title bout between Mr. Diaz and  
3 Shavratdzhon Rakhimov. A bout that was recently scheduled without input from or  
4 communication with Plaintiffs. Further, MTK holds out on its website that Mr.  
5 Diaz is one of “their” boxers.

6 65. The racketeering activity listed above constitutes a pattern of  
7 racketeering activity pursuant to 18 U.S.C. § 1961(5).

8 66. MTK has directly and indirectly acquired and maintained interests in  
9 and control of the enterprise through the pattern of racketeering activity described  
10 above, in violation of 18 U.S.C. § 1962(b).

11 67. As direct and proximate result of the MTK’s racketeering activities  
12 and violations of 18 U.S.C. § 1962(b), Plaintiffs have been injured in their business  
13 and property in that: Plaintiffs have an exclusive management boxer-manager  
14 contract with Mr. Diaz. The income MTK is investing into Mr. Diaz is directly  
15 causing harm to the business relationship between Plaintiffs and Mr. Diaz and has  
16 caused Mr. Diaz to stop communicating with Plaintiffs resulting in several  
17 previously contracted for services in the management of Mr. Diaz to spoil. Further,  
18 the interference has caused harm to Plaintiff’s business reputation and goodwill  
19 and interference with prospective commercial relations. Mexican American boxers  
20 also have the highest draw in the boxing sport. Loss of world champion affects  
21 their standing in the boxing management community and amongst boxing  
22 promoters.

23 68. WHEREFORE, Plaintiff requests that this Court enter judgment  
24 against the MTK as follows: actual damages, treble damages, reasonable attorney’s  
25 fees, and the costs of bringing the suit.

### 26 **THIRD CAUSE OF ACTION**

#### 27 **RICO § 1962(c) – Conduct the Affairs of the Enterprise**

(Against MTK, Mr. Kinahan, and Mr. Gibson)

69. Plaintiffs incorporate by reference and realleges each and every allegation contained in the paragraphs above as though fully set forth herein.

70. MTK is an enterprise engaged in and whose activities affect interstate commerce.

71. The Kinahan Organized Crime Group (KOCG) is an association-in-fact. *See Boyle v. United States*, 556 U.S. 938, 945-46 (2009) (quoting *United States v. Turkette*, 452 U.S. 576, 580 (1981)). The KOCG is an enterprise engaged in and whose activities affect interstate commerce.

72. The purported leader of the KOCG, Mr. Daniel Kinahan, co-founded MTK as a front business to launder illicit proceeds from drug trafficking. MTK and the KOCG have also formed an association-in-fact to further this scheme. The more boxers under MTK allows the KOCG to launder more money from drug trafficking.

73. MTK is associated with or employed by the MTK/KOCG association-in-fact enterprise. MTK is associated with the KOCG as described above due to its relationship with Mr. Daniel Kinahan. VGC is being employed by MTK and indirectly employed by the MTK/KOCG association-in-fact enterprise. Mr. Gibson helps facilitate agreements to sign more boxers to MTK.

74. MTK agreed to and did conduct and participate in the conduct of the MTK/KOCG association-in-fact enterprise's affairs through a pattern of racketeering activity and for the unlawful purpose of intentionally and tortuously interfering with Plaintiffs boxer-manager contract. Specifically, MTK through its association with the KOCG has been using income derived, directly or indirectly, from KOCGs racketeering activities which include drug trafficking and money laundering. MTK used this income derived from the KOCG to provide Mr. Diaz an advance of \$100,000 on his next bout. MTK did so to invest in or acquire an

1 interest in Mr. Diaz as a professional boxer as described above. MTK also benefits  
2 from these transactions as MTK receives additional money. State another way,  
3 MTK is allowed to re-invest the profits of the MTK/KOCG association-in-fact  
4 enterprise to continue to grow and expand. In doing so, MTK is becoming a large  
5 player in the boxing industry and destroying smaller family run operations like  
6 HBM.

7 75. The MTK/KOCG association-in-fact enterprise also hired VGC with  
8 income derived from the KOCG enterprise to (1) file a lawsuit in Mr. Diaz's name  
9 to attempt to find the 2017 boxer-manager contract between Mr. Diaz and HBM  
10 unenforceable; and (2) send a demand letter to GBP seeking to have GBP declare  
11 its 2017 promotional agreement null and void within a matter of hours.

12 76. MTK knows that the KOCG is involved in drug trafficking and  
13 money laundering.

14 77. Pursuant to and in furtherance of their scheme, the MTK/KOCG  
15 association-in-fact committed multiple related acts of drug trafficking and money  
16 laundering.

17 78. The acts of drug trafficking and money laundering set forth above  
18 constitute a pattern of racketeering activity pursuant to 18 U.S.C. § 1961(5).

19 79. MTK has directly and indirectly conducted and participated in the  
20 conduct of the MTK/KOCG association-in-fact enterprise's affairs through the  
21 pattern of racketeering and activity described above, in violation of 18 U.S.C. §  
22 1962(c).

23 "In order to 'participate, directly or indirectly, in the conduct of such  
24 enterprise's affairs,' one must have some part in directing those  
25 affairs. Of course, the word 'participate' makes clear that RICO  
26 liability is not limited to those with primary responsibility for the  
27 enterprise's affairs, just as the phrase 'directly or indirectly' makes  
28

1 clear that RICO liability is not limited to those with a formal position  
2 in the enterprise, but some part in directing the enterprise's affairs is  
3 required.”

4 *Reves v. Ernst & Young*, 507 U.S. 170, 179 (1993); *See also Williams v. Mohawk*  
5 *Indus., Inc.*, 465 F.3d 1277, 1281 (11th Cir. 2006) (“... a RICO defendant must  
6 ‘conduct’ or ‘participate in’ the affairs of some larger enterprise and not just its  
7 own affairs.”).

8 80. As a direct and proximate result of the MTK, Mr. Kinahan, and Mr.  
9 Gibson’s racketeering activities and violations of 18 U.S.C. § 1962(c), Plaintiffs  
10 have been injured in their business and property in that: Plaintiffs have an  
11 exclusive management boxer-manager contract with Mr. Diaz. The conduct of the  
12 MTK/KOCG association-in-fact enterprise directly interferes with this contractual  
13 relationship. This interference has caused harm to the business relationship between  
14 Plaintiffs and Mr. Diaz, interfered with other boxing contracts, and has caused Mr.  
15 Diaz to stop communicating with Plaintiffs resulting in several previously  
16 contracted for services in the management of Mr. Diaz to spoil. Further, the  
17 interference has caused harm to Plaintiff’s business reputation and goodwill and  
18 interference with prospective commercial relations. Boxers of Mexican ethnicity  
19 are currently the highest draw in the profession of boxing and a loss of a world  
20 champion Mexican boxer has wide ranging adverse impacts on the recruiting and  
21 retention efforts of HBM and their ability to negotiate with promotional companies  
22 which is further demonstrated by GBP’s willingness to ignore its contractual  
23 standing despite several years of a professional relationship.

24 81. WHEREFORE, Plaintiff requests that this Court enter judgment  
25 against the Count I Defendant(s) as follows: actual damages, treble damages,  
26 reasonable attorney’s fees, and the costs of bringing the suit.

#### FOURTH CAUSE OF ACTION

##### **RICO § 1962(d) – Conspiracy to Conduct the Affairs of the Enterprise**

(Against MTK, Mr. Kinahan, and Mr. Gibson)

82. Plaintiffs incorporate by reference and realleges each and every allegation contained in the paragraphs above as though fully set forth herein.

83. As set forth above, the MTK agreed and conspired to violate 18 U.S.C. § 1962(a) (b) and (c). Specifically MTK conspired with the KOCG association-in-fact enterprise to: (1) use or invest income that is derived from a pattern of racketeering activity in an interstate enterprise (§ 1962(a)); (2) acquire or maintain interests in the Mr. Diaz as a professional boxer through a pattern of racketeering activity (§ 1962(b)); and (3) conduct and participate in the conduct of the affairs of the MTK/KOCG association-in-fact enterprise through a pattern of racketeering activity (§ 1962(c)).

84. MTK has intentionally conspired and agreed to directly and indirectly use or invest income that is derived from a pattern of racketeering activity in an interstate enterprise, acquire or maintain interests in the enterprise through a pattern of racketeering activity, and conduct and participate in the conduct of the affairs of the MTK/KOCG association-in-fact enterprise through a pattern of racketeering activity. MTK knew that their predicate acts were part of a pattern of racketeering activity and agreed to the commission of those acts to further the schemes described above. That conduct constitutes a conspiracy to violate 18 U.S.C. § 1962(a), (b) and (c), in violation of 18 U.S.C. § 1962(d).

85. As direct and proximate result of the MTK's conspiracy, the overt acts taken in furtherance of that conspiracy, and violations of 18 U.S.C. § 1962(d),

1 Plaintiffs have been injured in their business and property in that: Plaintiffs have an  
 2 exclusive management boxer-manager contract with Mr. Diaz. The conduct of the  
 3 MTK/KOCG association-in-fact enterprise directly interferes with this contractual  
 4 relationship. The income MTK is investing into Mr. Diaz is directly causing harm  
 5 to the business relationship between Plaintiffs and Mr. Diaz and has caused Mr.  
 6 Diaz to stop communicating with Plaintiffs resulting in several previously  
 7 contracted for services in the management of Mr. Diaz to spoil. Further, the  
 8 interference has caused harm to Plaintiff's business reputation and goodwill and  
 9 interference with prospective commercial relations. Mexican American boxers also  
 10 have the highest draw in the boxing sport. Loss of world champion affects their  
 11 standing in the boxing management community and amongst boxing promoters.

12 86. WHEREFORE, Plaintiff requests that this Court enter judgment  
 13 against the Count I Defendant(s) as follows: actual damages, treble damages,  
 14 reasonable attorney's fees, and the costs of bringing the suit.

### 15 **FIFTH CAUSE OF ACTION**

#### 16 **Tortious Interference with Contract – Boxer Manager Contract**

17 (Against MTK and VGC)

18 87. Plaintiffs incorporate by reference and realleges each and every  
 19 allegation contained in the paragraphs above as though fully set forth herein.

20 88. At all relevant times, an exclusive boxer-manager contract existed  
 21 between Plaintiffs Mr. M. Heredia and HBM and a third party Mr. Joseph Diaz, Jr.  
 22 This contract was signed on February 23, 2017 before the California State Athletic  
 23 Commission and lasts for five years. This contract is valid and enforceable.

24 89. VGC and MTK's conduct prevented performance or made the  
 25 performance of this contract more expensive or difficult. VGC and MTK have  
 26 directed Mr. Diaz not to communicate with the Plaintiffs as they attempt to arrange  
 27 a mandatory title bout with GBP. VGC and MTK are "strangers" to this contract  
 28



1 and are liable in tort for their intentional interference. Their conduct includes  
2 directing Mr. Diaz not to communicate with Plaintiffs, engaging in a letter writing  
3 campaign demanding that Mr. Diaz be released from his contract with GBP with  
4 threats of litigation, and directing a social media campaign where Mr. Diaz  
5 proclaims he is no longer with the Plaintiffs due to them being “toxic” and that the  
6 Plaintiffs were “f\*\*\*ing with” his money. These actions have caused Plaintiffs  
7 additional time and expenses to include hiring counsel to assert their rights.  
8 Plaintiffs cannot simply contact Mr. Diaz to arrange the next bout under the terms  
9 of the agreement. Based on the lack of interaction with Mr. Diaz, Plaintiffs have  
10 been required to close accounts opened for Mr. Diaz, communicate to other parties  
11 the current situation, and to incur expense on the loans and accounts Mr. Diaz had  
12 opened through the Plaintiffs. These actions have made it nearly impossible for the  
13 Plaintiffs to fulfill their obligations under the contract between Mr. Diaz and  
14 Plaintiffs.

15 90. VGC and MTK intended to disrupt the performance of this contract  
16 and/or knew that disruption of performance as certain or substantially certain to  
17 occur. With VGC and MTK’s encouragement, Mr. Joseph Diaz no longer  
18 communicates with the Plaintiff’s concerning his boxing career. MTK claims to be  
19 a “marketing advisor” for Mr. Diaz, however, MTK does not communicate with  
20 the Plaintiffs in anyway. MTK’s direction to Mr. Diaz has caused there to be no  
21 communication with his boxing managers even though a mandatory title bout is  
22 being worked between Mr. Diaz and GBP. VGC has stepped in as Mr. Diaz’s  
23 manager. Plaintiffs note that neither MTK nor VGC are licensed or qualified as a  
24 boxing manager as required by California law. VGC and MTK want this disruption  
25 to occur as their ultimate goal is to have Mr. Diaz become one of their boxers. In  
26 order to do so, they must destroy, through whatever means they have available, the  
27  
28



1 valid and existing contracts between Plaintiffs and Mr. Diaz and contracts between  
2 Plaintiffs and GBP.

3 91. The Plaintiffs have been harmed by the actions of VGC and MTK.  
4 Plaintiffs do not have oversight of the boxer they are managing. Plaintiffs are being  
5 smeared on social media and have lost business goodwill as others see their rights  
6 and contracts being trampled upon by VGC and MTK. Further, Plaintiff's  
7 relationship with other currently signed boxers has been hampered. Plaintiffs'  
8 business relationship with GBP has also been negatively affected.

9 92. VGC and MTK's conduct were the substantial factors in causing  
10 Plaintiff's harm. But for the interference of VGC and MTK, Plaintiffs' contract  
11 with Mr. Diaz would not have been interfered with and harm would not have been  
12 caused. The conduct of VGC and MTK is the substantial factor in causing  
13 Plaintiff's harm. A "stranger" to a contract is not permitted to interfere with said  
14 contract.

## 15 **SIXTH CAUSE OF ACTION**

### 16 **Tortious Interference with Contract – Promotor-Manager Contract**

17 (Against MTK and VGC)

18 93. Plaintiffs incorporate by reference and realleges each and every  
19 allegation contained in the paragraphs above as though fully set forth herein.

20 94. At all relevant times, there was a boxing promotion contract between  
21 Plaintiffs, Defendant GBP, and a third party Mr. Joseph Diaz, Jr. This contract was  
22 signed on March 22, 2017 and lasts for five years. This contract is valid and  
23 enforceable.

24 95. VGC and MTK's conduct prevented performance or made the  
25 performance of this contract more expensive or difficult. VGC and MTK have  
26 directed Mr. Diaz not to communicate with the Plaintiffs as they attempt to arrange  
27 a mandatory title bout with GBP. VGC and MTK are "strangers" to this contract  
28

1 and are liable in tort for their intentional interference. Their conduct includes  
2 directing Mr. Diaz not to communicate with Plaintiffs, engaging in a letter writing  
3 campaign demanding that Mr. Diaz be released from his contract with GBP with  
4 threats of litigation, and directing a social media campaign where Mr. Diaz  
5 proclaims he is no longer with the Plaintiffs due to them being “toxic” and that the  
6 Plaintiffs were “f\*\*\*ing with” his money. These actions have caused Plaintiffs  
7 additional time and expenses to include hiring counsel to assert their rights.  
8 Plaintiffs cannot simply contact Mr. Diaz to arrange the next bout under the terms  
9 of the agreement. Based on the lack of interaction with Mr. Diaz, Plaintiffs have  
10 been required to close accounts opened for Mr. Diaz, communicate to other parties  
11 the current situation, and to incur expense on the loans and accounts Mr. Diaz had  
12 opened through the Plaintiffs. These actions have made it nearly impossible for the  
13 Plaintiffs to fulfill their obligations under the contract between Mr. Diaz and  
14 Plaintiffs.

15 96. VGC and MTK intended to disrupt the performance of this contract  
16 and/or knew that disruption of performance as certain or substantially certain to  
17 occur. With VGC and MTK’s encouragement, Mr. Joseph Diaz no longer  
18 communicates with the Plaintiff’s concerning his boxing career. MTK claims to be  
19 a “marketing advisor” for Mr. Diaz, however, MTK does not communicate with  
20 the Plaintiffs in anyway. MTK does communicate with other boxing managers in  
21 similar arrangements. MTK’s direction to Mr. Diaz has caused there to be no  
22 communication with his boxing managers even though a mandatory title bout is  
23 being worked between Mr. Diaz and GBP. VGC has stepped in as Mr. Diaz’s  
24 manager. Plaintiffs note that neither MTK nor VGC are licensed or qualified as a  
25 boxing manager as required by California law. VGC and MTK want this disruption  
26 to occur as their ultimate goal is to have Mr. Diaz become one of their boxers. In  
27 order to do so, they must destroy, through whatever means they have available, the

1 valid and existing contracts between Plaintiffs and Mr. Diaz and contracts between  
2 Plaintiffs and GBP.

3 97. The Plaintiffs have been harmed by the actions of VGC and MTK.  
4 Plaintiffs do not have oversight of the boxer they are managing. Plaintiffs are being  
5 smeared on social media and have lost business goodwill as others see their rights  
6 and contracts being trampled upon by VGC and MTK. Further, Plaintiff's  
7 relationship with other currently signed boxers has been hampered. Plaintiffs'  
8 business relationship with GBP has also been negatively affected.

9 98. VGC and MTK's conduct were the substantial factors in causing  
10 Plaintiff's harm. But for the interference of VGC and MTK, Plaintiffs' contract  
11 with Mr. Diaz would not have been interfered with and harm would not have been  
12 caused. The conduct of VGC and MTK is the substantial factor in causing  
13 Plaintiff's harm. A "stranger" to a contract is not permitted to interfere with said  
14 contract.

## 15 SEVENTH CAUSE OF ACTION

### 16 Inducing Breach of Contract – Boxer-Manager Contract

17 (Against MTK and VGC)

18 99. Plaintiffs incorporate by reference and realleges each and every  
19 allegation contained in the paragraphs above as though fully set forth herein.

20 100. Defendants VGC and MTK intentionally caused Mr. Joseph Diaz, Jr.  
21 to breach his boxer-manager contract with the Plaintiffs.

22 101. At all relevant times, there was a boxer-manager contract between  
23 Plaintiffs Mr. Moses Heredia and Heredia Boxing Management and a third party  
24 Mr. Joseph Diaz, Jr. This contract was signed on February 23, 2017 before the  
25 California State Athletic Commission and lasts for five years. This contract is valid  
26 and enforceable.

1           102. VGC and MTK knew that this contract existed. VGC in emails and  
2 letters to GBP has unlawfully demanded that GBP declare the promotion contract  
3 null and void and declare Mr. Diaz a “free agent.” Similarly in these emails and  
4 letters, VGC has referenced the contract between Mr. Diaz and the Plaintiffs and  
5 alleged it is not enforceable.

6           103. VGC and MTK intended to cause Mr. Joseph Diaz, Jr. to breach the  
7 boxer-manager contract with Plaintiffs. VGC’s actions are purposefully designed  
8 to have Mr. Diaz break his contract with Plaintiffs. The letters demanding such a  
9 breach of contract evince their intent. The intent of VGC and MTK is clear: they  
10 want to sign Mr. Diaz as a client and in order to do so must get him out of his  
11 current enforceable contracts. VGC and MTK are involved only to breach the  
12 contract between Plaintiffs and Mr. Diaz. In any case, Defendants VGC and MTK  
13 certainly knew that the interference and inducement of Mr. Diaz would result in a  
14 breach of contract.

15           104. VGC and MTK conduct caused Mr. Joseph Diaz, Jr. to breach the  
16 boxer-manager contract with Plaintiffs. With VGC and MTK’s encouragement,  
17 Mr. Joseph Diaz no longer communicates with the Plaintiffs concerning his boxing  
18 career. MTK claims to be a “marketing advisor” for Mr. Diaz, however, MTK does  
19 not communicate with the Plaintiffs in anyway. MTK does communicate with  
20 other boxing managers in similar arrangements. MTK’s direction to Mr. Diaz has  
21 caused there to be no communication with his boxing managers even though a  
22 mandatory title bout is being worked between Mr. Diaz, through VGC, and GBP.  
23 VGC has stepped in as Mr. Diaz’s manager. Plaintiffs note that VGC is not  
24 licensed or qualified as a boxing manager as required by California law.

25           105. The Plaintiffs have been harmed by the actions of VGC and MTK.  
26 Plaintiffs do not have oversight of the boxer they are managing. Plaintiffs are being  
27 smeared on social media and have lost business goodwill as others see their rights  
28

1 and contracts being trampled upon by VGC and MTK. Further, Plaintiff's  
2 relationship with other currently signed boxers has been hampered. Plaintiffs'  
3 business relationship with GBP has also been negatively affected.

4 106. But for the inducement of Mr. Diaz by VGC and MTK, Mr. Diaz  
5 would not have breached his contract. The conduct of VGC and MTK is the  
6 substantial factor in causing Plaintiff's harm. A person is not justified in inducing a  
7 breach of contract simply because they are in competition with one of the parties to  
8 the contract and seeks to further their own economic advantage at the expense of  
9 another.

## 10 **EIGHTH CAUSE OF ACTION**

### 11 **Intentional Interference with Prospective Economic Relations**

12 (Against MTK and VGC)

13 107. Plaintiffs incorporate by reference and realleges each and every  
14 allegation contained in the paragraphs above as though fully set forth herein.

15 108. Defendants VGC and MTK intentionally interfered with an economic  
16 relationship between Plaintiffs and Mr. Joseph Diaz, Jr. that probably would have  
17 resulted in an economic benefit to Plaintiffs. Namely, Plaintiffs had a contract with  
18 Mr. Diaz for boxing management and due to the interference Defendants have  
19 impacted the future relationship between Mr. Diaz and Plaintiffs.

20 109. VGC and MTK knew of the relationship. VGC in emails and letters to  
21 GBP has unlawfully demanded that GBP declare the promotion contract null and  
22 void and declare Mr. Diaz a "free agent." Similarly in these emails and letters,  
23 VGC has referenced the contract/relationship between Mr. Diaz and the Plaintiffs.  
24 MTK did so without the knowledge or consent of Plaintiffs and did so with the  
25 intent of taking over as Mr. Diaz's manager. At all relevant times, Mr. Diaz was  
26 still under contract with Plaintiffs.

110. VGC and MTK engaged in specific conduct aimed at interfering with the Plaintiffs business relationship with Mr. Diaz, to wit: directing Mr. Diaz not to communicate with Plaintiffs, attempting to insert themselves as the managers for Mr. Diaz, attempting to have GBP declare its contract with Mr. Diaz null and void, and engaging in a social media smear campaign of Plaintiffs.

111. By engaging in this conduct, VGC and MTK intended to disrupt the relationship or knew that disruption of the relationship was certain or substantially certain to occur.

112. The relationship has been disrupted and Mr. Diaz no longer communicates with Plaintiffs.

113. Plaintiffs have been harmed by this interference.

114. VGC and MTK's conduct was the substantial factor in causing Plaintiffs' harm. After Mr. Diaz became a world champion, MTK reached out to Mr. Diaz and offered him, upon information and belief, an advance of \$100,000 on his next purse in exchange for Mr. Diaz signing a "marketing advisory" agreement.

### **NINTH CAUSE OF ACTION**

#### **Tortious Interference with Contract – Boxer-Manager Contract Luis Feliciano (Against GBP)**

115. Plaintiffs incorporate by reference and realleges each and every allegation contained in the paragraphs above as though fully set forth herein.

116. At all relevant times, an exclusive boxer-manager contract existed between Plaintiffs and a third party Mr. Luis Feliciano. This contract was signed on March 23, 2017 before the California State Athletic Commission and lasts for five years. This contract is valid and enforceable.

117. GBP's conduct prevented performance or made the performance of this contract more expensive or difficult. GBP has made several communications

1 to Mr. Feliciano through their employee Mr. Ernie Gabion. The communications  
2 started around January 2020. M. Heredia spoke to Mr. Gabion and stated not to  
3 contact Mr. Feliciano or any of his professional boxers directly and that any  
4 communications from GBP need to come to him, Mr. M. Heredia. In early March  
5 of 2020, Mr. M. Heredia reiterated this issue with Mr. Oscar De La Hoya, founder  
6 and CEO of GBP and Eric Gomez, President of GBP. Despite being under contract  
7 and despite these communications on December 1, December 8, and December 11,  
8 2020, Mr. Gabion called and left messages for Mr. Feliciano. In the December 11,  
9 2020 message Mr. Gabion discusses talking with high-ranking/c-suite GBP  
10 employees. These communications have caused Plaintiffs additional work and  
11 caused the performance of the contract to be more expensive and complicated.  
12 GBP is a “stranger” to the boxer-manager contract and are liable in tort for their  
13 intentional interference. These actions have caused Plaintiffs additional time and  
14 expenses to include hiring counsel to assert their rights. Plaintiffs used additional  
15 time and effort to stop the interference, to console their boxer and quash any  
16 negative thoughts so that Mr. Feliciano can focus on his boxing career.

17 118. GBP intended to disrupt the performance of this contract and/or knew  
18 that disruption of performance as certain or substantially certain to occur. GBP’s  
19 communications are intended to sow doubt in Mr. Feliciano and the management  
20 he receives from Plaintiffs. GBP wants this disruption to occur as their ultimate  
21 goal is to cause Mr. Feliciano to breach or not renew his management contract with  
22 Plaintiffs.

23 119. The Plaintiffs have been harmed by the actions of GBP. Plaintiffs  
24 fulfill a firewall function between the promotor and the boxer which is being  
25 trampled upon. Plaintiff’s relationship with Mr. Feliciano has been hampered.

26 120. GBP’s conduct is the substantial factors in causing Plaintiff’s harm.  
27 But for the interference of GBP, Plaintiffs’ contract with Mr. Feliciano would not  
28

1 have been interfered with and harm would not have been caused. The conduct of  
2 GBP is the substantial factor in causing Plaintiff's harm.

3  
4  
5  
6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs pray for judgment and an award against Defendants as  
8 follows:

- 9 1. For compensatory damages in an amount to be determined at trial;  
10 2. For treble damages in an amount to be determined at trial;  
11 3. For pre- and post-judgment interest at the maximum rate allowed by  
12 law;  
13 4. For recovery of reasonable attorneys' fees;  
14 5. For the costs of the suit; and  
15 6. For such other and further relief as the Court deems just and proper.  
16 7. Jury trial is demanded.

17  
18 Dated: December 18, 2020

Respectfully submitted,

19  
20 /s/ Rajan O. Dhungana  
Rajan O. Dhungana (SBN: 297794)  
Eric S. Montalvo (*Pro Hac Vice* Motion  
21 Forthcoming)  
22 FEDERAL PRACTICE GROUP  
23 1750 K Street, NW, Suite 900  
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27 *Attorneys for Plaintiffs*  
28