

1 Rajan O. Dhungana (SBN: 297794)
rdhungana@fedpractice.com
2 Eric S. Montalvo (*Pro Hac Vice*)
3 emontalvo@fedpractice.com
4 FEDERAL PRACTICE GROUP
1750 K Street, N.W., Suite 900
5 Washington, D.C. 20006
6 Telephone: (202) 862-4360
7 Fax: (888) 899-6053

8 *Attorneys for Defendant*
9 Mr. Ralph Heredia

10 **UNITED STATES DISTRICT COURT**
11
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.;
and JANE DOES 1 through 20,
21 inclusive,

22 Defendants.

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

**DECLARATION OF ERIC
MONTALVO 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

23
24
25
26
27
28
ERIC MONTALVO DECLARATION ISO DEFENDANTS REPLY TO PLAINTIFF'S OPPOSITION
TO DEFENDANT'S MOTION TO COMPEL ARBITRATION AND / OR STAY PROCEEDINGS
PENDING ARBITRATION

1 I, Eric Montalvo, hereby declare as follows:

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

5 2. I am an attorney duly licensed to practice law in the District of
6 Columbia, the State of New Jersey, and the Commonwealth of Pennsylvania. I
7 have been admitted to this Court *pro hac vice* (See ECF No. 21.) I am the founding
8 partner of Eric S. Montalvo, PLLC d/b/a the Federal Practice Group.

9 3. On February 10, 2021, I called Mr. Andy Foster of the State Athletic
10 Commission (hereinafter "Commission") to discuss the upcoming bout between
11 Mr. Diaz and his mandatory contender Mr. Shavkatdzhon Rakhimov. The purpose
12 of this call concerned the management fees that would be owed to Mr. Moses
13 Heredia. I asked the Commission to hold those in trust pending the arbitration on
14 the Boxer-Manager Contract's validity.

15 4. During this call, Mr. Foster stated he knew about this lawsuit and the
16 arguments concerning Mr. Ralph Heredia. Mr. Foster stated that he had received
17 correspondence from Mr. Diaz's counsel concerning the arbitration which involved
18 arguments concerning Mr. Ralph Heredia.

19 5. Mr. Foster stated he would discuss my request to withhold funds in
20 trust with opposing counsel during this call.

21 6. On February 13, 2021, no payment was remitted to Mr. Moses
22 Heredia. My understanding is that Mr. Diaz did not believe the Boxer-Manager
23 Contract is valid and told Golden Boy Promotions not to pay Mr. Moses Heredia.

24 7. On February 18, 2021, I directed my associate to send a letter I
25 drafted to counsel for Golden Boy Promotions, counsel for Mr. Diaz, and Mr.
26 Gibson of MTK Global demanding compliance with the Boxer-Manager Contract.

1 8. As of the time of this declaration I have not received a response to this
2 demand.

3 9. On February 18-19, 2021, Mr. Foster stated the Commission is able to
4 hold the arbitration in the case of Moses Heredia v. Joseph Diaz on March 19,
5 2021. Upon follow up Mr. Foster requested my associate reach out to opposing
6 counsel and attempt to come up with a date that is feasible for both parties and that
7 the Commission has availability starting in mid-March.

8 10. Attached hereto as **Exhibit F** is a true and correct copy of the email
9 chain from Mr. Foster. I was copied on all e-mails.

10 11. On February 24, 2021, my associate emailed Mr. James Greeley with
11 a letter signed by me requesting his availability for the arbitration. Attached hereto
12 as **Exhibit G** is a true and correct copy of the email and letter from me to Mr.
13 Greeley.

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

16 Executed February 26, 2020 in Washington, DC.

17
18
19
20
21
22
23
24
25
26
27
28



Eric Montalvo

EXHIBIT F

Jason Moy

From: Foster, Andy@DCA <A[REDACTED].gov>
Sent: Friday, February 19, 2021 4:59 PM
To: Jason Moy; Swenson, Kenneth@DCA
Cc: Eric Montalvo; Daisy Chung; 'Steven Bash'
Subject: Re: HEREDIA RE; VGC / PAYMENT

Jason,

If it is convenient, consult with the opposing counsel and get two or three times that are agreeable with both parties and then Ken and I can let you know what is good. We have availability beginning mid March. Thank you.

Respectfully,

Andy Foster

From: Jason Moy <[REDACTED].com>
Sent: Friday, February 19, 2021 1:46:54 PM
To: Foster, Andy@DCA <A[REDACTED].gov>; Swenson, Kenneth@DCA <K[REDACTED].gov>
Cc: Eric Montalvo <E[REDACTED].com>; Daisy Chung <D[REDACTED].com>; 'Steven Bash' <S[REDACTED].com>
Subject: RE: HEREDIA RE; VGC / PAYMENT

[EXTERNAL]: [REDACTED].com

CAUTION: THIS EMAIL ORIGINATED OUTSIDE THE DEPARTMENT OF CONSUMER AFFAIRS!
DO NOT: click links or open attachments unless you know the content is safe.
NEVER: provide credentials on websites via a clicked link in an Email.

Andy,

We are still trying to deconflict calendars. We will let you know shortly if the 19th is viable. Thank you for your patience.

Best Regards,
Jason Moy



transmission may contain information that is confidential and/or privileged and/or otherwise protected from disclosure. If you are not the intended recipient of this e-mail, or the employee or agent responsible for delivering such to the intended recipient, you are hereby notified that any use, disclosure or copying of this e-mail and any attachments is strictly prohibited. This transmission, including attachments, may be covered by the Electronic Communications Privacy Act, 18 U.S.C. § 2510 *et seq.*, and any unlawful interceptions of such may be actionable under 18 U.S.C. § 2520. If you are not an intended recipient of this transmission, please immediately destroy all copies received and notify the sender.

From: Foster, Andy@DCA [mailto:A[REDACTED].gov]
Sent: Thursday, February 18, 2021 7:23 PM
To: Jason Moy; Swenson, Kenneth@DCA
Cc: Eric Montalvo; Daisy Chung; 'Steven Bash'
Subject: Re: HEREDIA RE; VGC / PAYMENT

Hello Jason,

Would March 19th at 10 am Pacific time work for you regarding the arbitration date?

Respectfully,

Andy Foster

From: Jason Moy <j[REDACTED].com>
Sent: Thursday, February 18, 2021, 4:08 PM
To: Swenson, Kenneth@DCA; Foster, Andy@DCA
Cc: Eric Montalvo; Daisy Chung; 'Steven Bash'
Subject: RE: HEREDIA RE; VGC / PAYMENT

[EXTERNAL]: j[REDACTED].com

CAUTION: THIS EMAIL ORIGINATED OUTSIDE THE DEPARTMENT OF CONSUMER AFFAIRS!
DO NOT: click links or open attachments unless you know the content is safe.
NEVER: provide credentials on websites via a clicked link in an Email.

Dear Mr. Foster and Mr. Swenson,

I wanted to follow up concerning the arbitration between Mr. Heredia and Mr. Diaz.

After the fight on February 13, there was a reported \$76,000 deduction from Mr. Diaz's purse for a management fee. See <https://danrafael.substack.com/p/notebook-a-look-at-the-financial>. Can you confirm if this \$76,000 is earmarked for Mr. Heredia as a management fee? Or is this management fee for someone other than Mr. Heredia?

For the arbitration, have you been able to schedule a date? Messrs. Montalvo and Bash's March calendar is starting to fill up. Would sometime in early April work for the Commission?

Thank you again for your time and consideration.
Best Regards,
Jason Moy

EXHIBIT G

Jason Moy

From: Jason Moy
Sent: Wednesday, February 24, 2021 6:00 PM
To: James Greeley; Diyari Vazquez
Cc: Eric Montalvo; Rajan Dhungana; Ji-Eun Lee; Daisy Chung
Subject: Heredia v. Diaz (Arbitration) - Request for dates to hold the arbitration
Attachments: Request for dates for Arbitration in re Heredia v. Diaz.pdf

Tracking:	Recipient	Delivery
	James Greeley	
	Diyari Vazquez	
	Eric Montalvo	Delivered: 2/24/2021 6:00 PM
	Rajan Dhungana	Delivered: 2/24/2021 6:00 PM
	Ji-Eun Lee	Delivered: 2/24/2021 6:00 PM
	Daisy Chung	Delivered: 2/24/2021 6:00 PM

Mr. Greeley and Ms. Vázquez,

Please find attached letter on behalf of Mr. Eric Montalvo concerning scheduling a date for the arbitration in the case of Heredia v. Diaz with the California State Athletic Commission.

Best Regards,

Jason Moy



Attorney/Client Privileged, Protected and Confidential Communication. Confidentiality / Privilege Notice: This transmission, including attachments, is intended solely for the use of the designated recipient(s). This transmission, including attachments, is intended solely for the use of the designated recipient(s). This transmission may contain information that is confidential and/or privileged and/or otherwise protected from disclosure. If you are not the intended recipient of this e-mail, or the employee or agent responsible for delivering such to the intended recipient, you are hereby notified that any use, disclosure or copying of this e-mail and any attachments is strictly prohibited. This transmission, including attachments, may be covered by the Electronic Communications Privacy Act, 18 U.S.C. § 2510 *et seq.*, and any unlawful interceptions of such may be actionable under 18 U.S.C. § 2520. If you are not an intended recipient of this transmission, please immediately destroy all copies received and notify the sender.



Federal Practice Group
Aggressive • Innovative • Global

Eric S. Montalvo
Lic: DC, PA, NJ
emontalvo@fedpractice.com

February 24, 2021

FOR SETTLEMENT PURPOSES ONLY
NOT ADMISSIBLE IN EVIDENCE

VIA ELECTRONIC MAIL

Joseph “JoJo” Diaz, Jr.
c/o James Greeley & Diyari Vázquez
VGC, LLP
1515 7th Street
No. 106
Santa Monica, California 90401
jgreeley@vgcllp.com
dvazquez@vgcllp.com

Re: Request for Dates in Arbitration ICO Heredia v. Diaz

Dear Mr. Greeley and Ms. Vázquez:

The purpose of this letter is to attempt to schedule the arbitration in the case of Heredia v. Diaz with the California State Athletic Commission (“Commission”). Mr. Andy Foster of the Commission requested that I reach out to opposing counsel and get two or three times that are agreeable for both parties. The Commission stated they have availability beginning in mid-March 2021. Mr. Moses Heredia requested Los Angeles as the place of the arbitration. The exact arbitration location is to be determined.

Here are my proposed dates:

- March 19, 2021
- A date between April 12-16

Please let me know if there is a date that works for you and your client. If not, please suggest some other dates. As you stated in Plaintiff’s opposition to Defendant’s Motion to Compel Arbitration and/or Stay the Proceedings Pending Arbitration in the case of *Diaz v. Heredia, et al.*, Case No. 5:20-cv-02332-JWH-KK (C.D. Cal. 2020), “[Plaintiff] is not challenging the validity or enforceability of the Boxer-Manager Contract in this case. *Those* claims, which are between Plaintiff and Moses Heredia, are before the Commission and will be adjudicated according to the procedure in the Boxer-Manager Contract.” (ECF No. 28 at 9)(emphasis in original). I look forward to hearing when we can schedule this arbitration.

Request for Dates in Arbitration ICO Heredia v. Diaz

February 24, 2021

PAGE 2 OF 2

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Montalvo', is positioned above a horizontal line.

Eric S. Montalvo
Federal Practice Group
1750 K Street, N.W., Suite 900
Washington, D.C. 20006
202-862-4360
EMontalvo@fedpractice.com