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11 Alan Haymon Development, Inc.,
12 Haymon Sports, LLC, Haymon Boxing
13 Management, Haymon Boxing LLC, and
14 Ryan Caldwell

15
16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**
18

19 GOLDEN BOY PROMOTIONS, LLC,
20 GOLDEN BOY PROMOTIONS, INC.
21 and BERNARD HOPKINS,

22 Plaintiffs,

23 vs.

24 ALAN HAYMON, ALAN HAYMON
25 DEVELOPMENT, INC., HAYMON
26 SPORTS, LLC, HAYMON BOXING
27 MANAGEMENT, HAYMON
28 BOXING LLC, HAYMON BOXING:
MEDIA GROUP HOLDINGS LLC,
WADDELL & REED FINANCIAL,
INC., WADDELL & REED, INC., IVY
ASSET STRATEGY FUND, WRA
ASSET STRATEGY, IVY FUNDS VIP
ASSET STRATEGY, RYAN
CALDWELL, and DOES 1 through 20,

Defendants.

Case No. 2:15-cv-03378-JFW-MRW

**NOTICE OF FILING
UNREDACTED DOCUMENTS
PURSUANT TO COURT'S
AUGUST 18, 2015 ORDER
(DOCKET NO. 64)**

**FILED PROVISIONALLY UNDER
SEAL**

Judge: Hon. John F. Walter
Date: September 28, 2015
Time: 1:30 p.m.
Courtroom.: 16 (Spring Street)

Complaint Filed: May 5, 2015

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Pursuant to the Court's August 18, 2015 Order allowing Defendants Alan Haymon, Alan Haymon Development, Inc., Haymon Sports, LLC, Haymon Boxing Management, Haymon Boxing LLC, and Ryan Caldwell (the "Haymon Defendants") to file a motion regarding the issue of whether "Plaintiffs are bound by the arbitration provision in the Settlement Agreement" (the "Motion"), *see* Docket No. 64, the Haymon Defendants hereby electronically file redacted versions of the Motion and supporting Declaration of Alan Haymon. The Haymon Defendants have filed unredacted versions of the Motion and supporting Declaration of Alan Haymon provisionally under seal, along with an Application to Seal and a Proposed Order to Seal.

Below is the accompanying document:

- A redacted version of Defendants' Notice Of Motion And Motion To Stay Action And Compel Plaintiffs To Arbitrate The Issue Of Arbitrability And Jurisdiction Before The Arbitrator; Memorandum Of Points And Authorities In Support Thereof; Declarations Of Alan Haymon, Jeremiah Reynolds, And Raul Gutierrez In Support Thereof.

DATED: August 31, 2015

KINSELLA WEITZMAN ISER
 KUMP & ALDISERT LLP

By: /s/ Howard Weitzman

Howard Weitzman
 Attorneys for Defendants Alan Haymon,
 Alan Haymon Development, Inc., Haymon
 Sports, LLC, Haymon Boxing
 Management, Haymon Boxing, LLC, and
 Ryan Caldwell

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10 Attorneys for Defendants Alan Haymon,
11 Alan Haymon Development, Inc.,
12 Haymon Holdings, LLC, Haymon Sports,
13 LLC, Haymon Boxing Management,
14 Haymon Boxing LLC, and Ryan Caldwell

9
10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **WESTERN DIVISION**

13 GOLDEN BOY PROMOTIONS LLC,
14 GOLDEN BOY PROMOTIONS, INC.
15 and BERNARD HOPKINS,

16 Plaintiffs,

17 vs.

18 ALAN HAYMON, ALAN HAYMON
19 DEVELOPMENT, INC., HAYMON
20 HOLDINGS, LLC, HAYMON
21 SPORTS, LLC, HAYMON BOXING
22 MANAGEMENT, HAYMON
23 BOXING LLC, and RYAN
24 CALDWELL,

25 Defendants.

CASE NO. CV 15-3378-JFW (MRWx)

**DEFENDANTS' NOTICE OF
MOTION AND MOTION TO STAY
ACTION AND COMPEL
PLAINTIFFS TO ARBITRATE THE
ISSUE OF ARBITRABILITY AND
JURISDICTION BEFORE THE
ARBITRATOR; MEMORANDUM
OF POINTS AND AUTHORITIES
IN SUPPORT THEREOF;
DECLARATIONS OF ALAN
HAYMON, JEREMIAH
REYNOLDS, AND RAUL
GUTIERREZ IN SUPPORT
THEREOF**

Judge: Hon. John F. Walter
Date: September 28, 2015
Time: 1:30 p.m.
Courtroom: 16 (Spring Street)

First Amended Complaint Filed: August
10, 2015

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**TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF
 RECORD:**

PLEASE TAKE NOTICE that on September 28, 2015, at 1:30 p.m., or as soon thereafter as counsel may be heard in Courtroom 16 in the United States District Court for the Central District of California, located at 312 North Spring Street, Los Angeles, California 90012, the Honorable John F. Walter presiding, Defendants Alan Haymon, Alan Haymon Development, Inc., Haymon Holdings, LLC, Haymon Sports, LLC, Haymon Boxing Management, Haymon Boxing LLC, and Ryan Caldwell (collectively, "Defendants") will appear and move the Court for an Order (1) compelling Plaintiffs Golden Boy Promotions LLC, Golden Boy Promotions, Inc. and Bernard Hopkins ("Plaintiffs") to arbitrate the issue of whether the claims alleged in this action are arbitrable; and (2) staying this action until the Arbitrator rules on the question of arbitrability.

Defendants' Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declarations of Raul Gutierrez and Alan Haymon, all papers and pleadings on file herein, and on such other oral and documentary evidence as the Court may receive at or before the hearing on this Motion.

PLEASE TAKE FURTHER NOTICE that the Court has relieved counsel of their obligations under Paragraph 5(b) of the Court's Standing Order and Local Rule 7-3. (*See* Court's August 18, 2015 Order (Docket No. 64).)

DATED: August 31, 2015

KINSELLA WEITZMAN ISER KUMP
 & ALDISERT LLP

By: /s/ Howard Weitzman
 Attorneys for Defendants Alan Haymon,
 Alan Haymon Development, Inc., Haymon
 Holdings, LLC, Haymon Sports, LLC,
 Haymon Boxing Management, Haymon
 Boxing LLC, and Ryan Caldwell

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MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction

The issue presented by the Court's August 18, 2015 Order is whether Plaintiffs Golden Boy Promotions LLC ("Promotions LLC"), Golden Boy Promotions, Inc. ("Promotions Inc.") and Bernard Hopkins ("Hopkins") ("Plaintiffs") are bound by the arbitration clause in the Settlement Agreement and Mutual Release ("Settlement Agreement") between Golden Boy Boxing, LLC, Golden Boy Boxing Holdings, LLC, Golden Boy Enterprises, LLC, Oscar De La Hoya, and the Oscar De La Hoya Separate Property Trust (the "Golden Boy Settling Parties") and Alan Haymon Development, Inc., Haymon Properties, LLC, Haymon Holdings, LLC, and Haymon Sports, LLC (the "Haymon Settling Parties"). (Dkt. No. 64.)¹

The parties to the Settlement Agreement agreed that related entities and persons be bound to arbitrate "[a]ny and all disputes arising out of, relating to, or regarding" the Settlement Agreement. (Settlement Agreement, § 6.1, Dkt. 21-1 (redacted version); No. 39 (unredacted)). This is evidenced by Section 8.6, which states that "[t]his Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, stockholders, employees, successors and assigns of the Parties and any parent, subsidiary and/or affiliated entity of each of the Parties." (*Id.*, § 8.6.) Plaintiffs have disingenuously attempted to distance themselves the Golden Boy Settling Parties to avoid the Settlement Agreement and the pending arbitration. Defendants have now confirmed that Plaintiffs Promotions LLC and Promotions Inc. are *wholly owned subsidiaries* of the Golden Boy Settling Parties. (Declaration of Raul Gutierrez, ¶ 3 ("Gutierrez Decl.")). The President of Promotions Inc. *and* LLC is Oscar De La Hoya, who is a direct party to the

¹ This Motion only addresses the narrow issue raised by the Court's August 18 Order. Defendants have not repeated the arguments in favor of a stay from the prior Motion, on which Defendants continue to rely.

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1 Settlement Agreement, and the majority owner of the Golden Boy Settling Parties.
 2 (*Id.*; Declaration of Jeremiah Reynolds, Ex. D.) In addition, De La Hoya refers to
 3 Plaintiffs Bernard Hopkins as his “partner” and Hopkins is an equity owner of the
 4 Golden Boy Settling Parties. (Gutierrez Decl., ¶ 3; Reynolds Decl., Ex. C.)

5 The Court need only enforce Section 8.6 of the Settlement Agreement to find
 6 that Plaintiffs are bound under the arbitration clause. Clauses such as 8.6 are critical
 7 to settlement agreements because they provide the parties’ assurance that the
 8 settlement terms cannot be avoided by the very tactics now being utilized by the
 9 Golden Boy Settling Parties – *i.e.*, having wholly owned subsidiaries and a
 10 shareholder file a lawsuit containing arbitrable disputes and then claiming the
 11 arbitration clause does not apply because they were not direct parties to the
 12 Settlement Agreement.

13 Plaintiffs are also bound by the arbitration clause because they received large,
 14 bargained-for financial benefits from the Settlement Agreement. [REDACTED]

15 [REDACTED]
 16 [REDACTED]
 17 [REDACTED]
 18 [REDACTED]

19 Promotions Inc. and LLC are further bound by the Settlement Agreement
 20 because it was clearly the intention of the parties that the Golden Boy licensed
 21 promotional entities be bound by the Settlement Agreement, as indicated in
 22 numerous provisions of the Settlement Agreement. (Settlement Agreement, §§ 2.4,
 23 3.2, 3.2.2, 3.2.4, 3.3.2, Dkt. 39.)

24 Finally, Plaintiffs are bound by the Settlement Agreement because they
 25 directly benefitted from releases contained therein that their owners and corporate
 26 parents, or subsidiaries obtained on their behalf.

27 The Haymon Settling Parties were entitled to rely on the agreement of the
 28 Golden Boy Settling Parties that their “stockholders,” “parent(s),” “subsidiar(and

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1 “affiliate(s)” would be bound by the Settlement Agreement, including the arbitration
 2 clause. Accordingly, the Court should enforce the express terms of the Settlement
 3 Agreement and find that Plaintiffs are bound by the arbitration clause. The Court
 4 should also stay this matter in its entirety pending the Arbitrator’s decision on
 5 arbitrability and the release of the claims in this action.

6 **II. Statement Of Facts**

7 The First Amended Complaint (“FAC”) alleges that “Plaintiffs are boxing
 8 promoters founded and owned (through intermediate entities) by boxers. Their
 9 founder was Oscar De La Hoya, a United States Olympic Gold Medalist and ten-
 10 time world champion in six different weight divisions. De La Hoya’s co-owner is
 11 Bernard Hopkins, another legendary boxer, who has held championship belts in two
 12 different weight divisions.” (FAC, p. 2, Dkt. 56.) According to the FAC, “Plaintiff
 13 Golden Boy Promotions, LLC is a California limited liability company. Plaintiff
 14 Golden Boy Promotions, Inc. is a California corporation . . . Their principal office is
 15 in Los Angeles County, California, and they are both licensed boxing promoters in
 16 different states.” (*Id.*, ¶ 1.) Plaintiffs also characterize Hopkins as a “championship
 17 professional boxer” but do not and cannot contend that Hopkins has ever been
 18 managed by Al Haymon or any Haymon affiliated entities. (*Id.*)

19 Haymon manages or advises various professional boxers, some of whom had
 20 promotional agreements with Golden Boy and some of whom have had their bouts
 21 promoted by Golden Boy but were not a party to any express or implied promotional
 22 agreement with Golden Boy. (Settlement Agreement, § 2.4, Dkt. 39.) The Golden
 23 Boy Settling Parties and Haymon Settling Parties mediated various disputes between
 24 them and reached a global settlement that was memorialized in the Settlement
 25 Agreement, which was executed on December 19, 2014.² (*Id.*) The Settlement
 26

27 ² “Golden Boy” was defined in the Settlement Agreement to include Golden
 28 Boy Boxing, LLC, Golden Boy Boxing Holdings, LLC, Golden Boy Enterprises,
 LLC, Oscar De La Hoya, and the Oscar De La Hoya Separate Property Trust.

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1 Agreement contains broad mutual releases between the parties. (*Id.*, § 4.1-4.8.) The
 2 Golden Boy Settling Parties released “Haymon, each Haymon Boxer, and each of
 3 their affiliated persons and entities, including without limitation, directors,
 4 shareholders, members, managers, agents, attorneys, officers, employees, and their
 5 respective successors, from any and all claims, actions, debts or liabilities of any
 6 kind, whether known or unknown, fixed or contingent, from the beginning of time
 7 through the date of the execution of this Agreement, including, but not limited to,
 8 the claims in the arbitration filed by Golden Boy and any other claims which arise
 9 out of, or relate to, Schaefer’s employment with Golden Boy and any other activities
 10 and agreements between Haymon and/or the Haymon Boxers on one hand, and
 11 Golden Boy on the other hand.” (*Id.*, § 4.3.)

12 The Settlement Agreement also contains a broad arbitration clause as follows:

13 Any and all disputes arising out of, relating to, or
 14 regarding this Agreement – including but not limited to its
 15 implementation, interpretation, validity or enforcement –
 16 as well as any GB Reserved Claim shall be exclusively
 17 and solely resolved through an expedited binding and
 18 confidential arbitration before the Hon. Daniel Weinstein,
 19 Ret. The Parties agree to waive any disclosure that needs
 20 to be made by Judge Weinstein in order for such binding
 21 proceeding to be enforceable. Judge Weinstein will decide
 22 how any such proceeding shall be conducted, including
 23 whether and how discovery will be conducted, whether
 24 and how evidence will be presented, the nature of any
 25 briefing and argument and the venue of any such
 26 proceeding, and in the absence of any decision by Judge
 27 Weinstein, such matter shall be as determined by the
 28 JAMS Streamlined Arbitration Rules and Procedures.

22 (*Id.*, § 6.1.) The Settlement Agreement further provides that “[t]his Agreement shall
 23 be binding upon and inure to the benefit of the heirs, administrators, executors,
 24 stockholders, employees, successors and assigns of the Parties and any parent,
 25 subsidiary and/or affiliated entity of each of the Parties.” (*Id.*, § 8.6.)

27 “Haymon” was defined as Alan Haymon Development, Inc., Haymon Properties,
 28 LLC, Haymon Holdings, LLC, and Haymon Sports, LLC.

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III. Plaintiffs Are Bound By The Arbitration Clause

The law is clear that a nonsignatory to an arbitration agreement may be bound by it under ordinary contract and agency principles. *See Comer v. Micor, Inc.*, 436 F.3d 1098, 1101 (9th Cir. 2006). This rule is based on the strong federal policy favoring arbitration. *See Letizia v. Prudential Bache Securities, Inc.*, 802 F.2d 1185, 1188 (9th Cir. 1986). “*Arthur Andersen LLP v. Carlisle*, 556 U.S. 624, 630-32 (2009) holds that, at least as a general principle, state law governs the inquiry as to whether a non-party to an arbitration agreement can assert the protection of the agreement.” *Grand Wireless, Inc. v. Verizon Wireless, Inc.*, 748 F.3d 1, 12 (1st Cir. 2014).

Ordinary rules of contract interpretation govern the interpretation of an arbitration clause. *EFund Capital Partners v. Pless*, 150 Cal.App.4th 1311, 1321 (2007). “The fundamental rules of contract interpretation are based on the premise that the interpretation of a contract must give effect to the mutual intention of the parties. Under statutory rules of contract interpretation, the mutual intention of the parties at the time the contract is formed governs interpretation. (Civ.Code, § 1636.) Such intent is to be inferred, if possible, solely from the written provisions of the contract. (*Id.*, § 1639.) The clear and explicit meaning of these provisions, interpreted in their ordinary and popular sense, unless used by the parties in a technical sense or a special meaning is given to them by usage (*id.*, § 1644), controls

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judicial interpretation. (*Id.*, § 1638.)” *EFund Capital*, 150 Cal.App.4th at 1321 (quoting *TRB Investments, Inc. v. Fireman’s Fund Ins. Co.*, 40 Cal.4th 19, 27 (2006) (internal quotations omitted).

A. Plaintiffs are bound by the arbitration clause as a matter of ordinary contract and agency principles.

Plaintiffs are bound to arbitrate their claims under ordinary contract and agency principles because the Golden Boy Settling Parties expressly agreed to contractually bind their shareholders, parents, subsidiaries, and affiliates to the Settlement Agreement. (Settlement Agreement, § 8.6 (“This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, stockholders, employees, successors and assigns of the Parties and any parent, subsidiary and/or affiliated entity of each of the Parties.”), Dkt. 39.) The language of Section 8.6 is clear and explicit, and should govern its interpretation.

Promotions Inc. and Promotions LLC are wholly owned subsidiaries of the Golden Boy Settling Parties. (Gutierrez Decl., ¶ 3.) Oscar De La Hoya, through his Oscar De La Hoya Separate Property Trust, owns a 92.86% in an entity called Golden Boy Boxing Holdings, LLC (“GB Holdings”). (*Id.*) Hopkins owns the other 7.14% of GB Holdings. (*Id.*) GB Holdings in turn owns 100% of Golden Boy Boxing, LLC (“GB Boxing”). (*Id.*) GB Boxing in turn owns 100% of Promotions Inc. and Promotions LLC. (*Id.*) Shown graphically, the Golden Boy corporate structure is as follows:

Oscar De La Hoya (via the Oscar De	Bernard Hopkins owns 7.14% of
La Hoya Separate Property Trust)	GB Holdings:
owns 92.86% of GB Holdings:	



GB Holdings in turn owns 100% of GB Boxing:

1
2
3
4 GB Boxing in turn owns 100% of Promotions LLC and Promotions Inc.

5
6
7 Golden Boy Promotions, Inc.

8
9 Golden Boy Promotions, LLC

10 De La Hoya is not only the founder and majority owner of Promotions Inc.
11 and LLC but is the President as well. (Reynolds Decl., Ex. D.) There can be no
12 doubt that the Golden Boy Settling Parties, and particularly De La Hoya as the
13 President of Promotions Inc. and LLC, had the authority to bind these promotional
14 entities, who were and are under the complete control of De La Hoya and the other
15 Golden Boy Settling Parties.

16 Hopkins also authorized and approved the signing of the Settlement
17 Agreement by the Golden Boy Settling Parties, and knew he was bound to it under
18 Section 8.6. The Golden Boy entities all fall within the classic definition of “closely
19 held” entities because they are ultimately solely owned by De La Hoya and
20 Hopkins. *See* Black’s Law Dictionary (6th Ed. 1990) (defining “close corporation”
21 as “[a] corporation whose shares, or least voting shares, are held by a single
22 shareholder or closely-knit group of shareholders. Generally, there are no public
23 investors and its shareholders are active in the conduct of the business.”) Indeed,
24 the First Amended Complaint characterizes Hopkins as “co-owner” of Promotions,
25 and De La Hoya has repeatedly referred to Hopkins as his “partner” in public
26 statements on behalf of Golden Boy entities to the media. (Reynolds Decl., Ex. C.)
27 In other words, Hopkins is a co-owner of Golden Boy Holdings – a direct party to the
28 Settlement Agreement – which in turn wholly owns the Golden Boy entities that are
plaintiffs in this action, and owns and controls (along with his partner, De La Hoya

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(another direct party to the Settlement Agreement)) Promotions Inc. and LLC. Hopkins does not and cannot contend that he did not know what his corporate entities and business partner were doing when the Settlement Agreement was executed. [REDACTED]

[REDACTED] which of course benefitted Hopkins as a shareholder of the Golden Boy entities and a business partner of De La Hoya.

Under such circumstances, the Court should conclude that the Golden Boy Settling Parties had authority to and did bind Hopkins to the arbitration clause pursuant to Section 8.6.

Plaintiffs have attempted to make it appear that Defendants are attempting to force Hopkins to arbitrate any type of claim, no matter if it falls with the scope of the arbitration clause or not. Not so. Defendants can and only seek to compel Hopkins to arbitrate “[a]ny and all disputes *arising out of, relating to, or regarding this Agreement* – including but not limited to its implementation, interpretation, validity or enforcement – as well as any GB Reserved Claim shall be exclusively and solely resolved through an expedited binding and confidential arbitration before the Hon. Daniel Weinstein, Ret.” (Settlement Agreement, § 6.1, Dkt. 39 (Emphasis added).) The arbitration clause itself is *not* limited to disputes *between the parties* to the Settlement Agreement, but rather applies to any “[a]ny and all disputes arising out of, relating to, or regarding this Agreement – including but not limited to its implementation, interpretation, validity or enforcement” This further shows that the parties intended closely related entities and persons – like Plaintiffs – be bound to arbitrate disputes that have a connection to the Settlement Agreement.

B. The parties intended that the promotional entities be bound by the Settlement Agreement.

The express terms of the Settlement Agreement indicate that the parties

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1 mutually intended that the promotional companies associated with Golden Boy be
 2 bound by the Settlement Agreement. (Settlement Agreement, §§ 2.4, 3.2, 3.2.2,
 3 3.2.4, 3.3.2, Dkt. 39.) For example, Section 2.4 states that “Haymon manages or
 4 advises various professional boxers, some of whom have *existing promotional*
 5 *agreements with Golden Boy* and some of whom have had their *bouts promoted by*
 6 *Golden Boy* but are not a party to any express or implied promotional agreement
 7 with Golden Boy.” (Emphasis added.) [REDACTED]

8 [REDACTED]
 9 [REDACTED]
 10 [REDACTED]
 11 [REDACTED]
 12 [REDACTED]
 13 [REDACTED]
 14 [REDACTED]
 15 [REDACTED]
 16 [REDACTED]

17 .”) (Emphasis added).

18 Golden Boy has subsequently revealed that Promotions Inc. and Promotions
 19 LLC are, in fact, the licensed Golden Boy promotional entities implicated by all
 20 these provisions of the Settlement Agreement, but that Golden Boy did not make
 21 them signatories to the Settlement Agreement. During oral argument before the
 22 Arbitrator on the issue of arbitrability, Golden Boy’s counsel notably admitted that
 23 he was unaware that Promotions Inc. and Promotions LLC were nonsignatories to
 24 the Settlement Agreement. (See, e.g., Arbitration Transcript, p. 57, Dkt. No. 57 (“In
 25 fact, when I made the decision that the proper party [for the federal law suit] was

26 _____
 27 ³ “Boxing” refers to Golden Boy Boxing, LLC in the Settlement Agreement.
 28 This entity is apparently not a licensed promoter.

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1 Promotions, as the licensed promoter, I didn't even realize that Promotions was not
 2 one of the parties to the, to the agreement."). Clearly, however, Promotions Inc. and
 3 Promotions LLC were the promotional entities at the heart of numerous provisions
 4 of the Settlement Agreement, further demonstrating that they should be bound by
 5 the arbitration clause.⁴

6 **C. Plaintiffs benefitted from the Settlement Agreement and should not**
 7 **be permitted to avoid the arbitration clause.**

8 "California law allows a nonsignatory to be compelled to arbitration where:
 9 (1) the nonsignatory is a third-party beneficiary of the contract containing the
 10 arbitration agreement; and (2) a 'preexisting' relationship existed between the
 11 nonsignatory and one of the parties to the arbitration agreement, making it equitable
 12 to compel the nonsignatory to also be bound to arbitrate his or her claim." *City of*
 13 *Riverside v. Mitsubishi Heavy Indus., LTD*, 2014 WL 1028835, at *3 (S.D. Cal.
 14 Mar. 14, 2014); *JSM Tuscany, LLC v. Superior Court*, 193 Cal.App.4th 1222, 1240
 15 (2011) ("A nonsignatory can be compelled to arbitrate when a preexisting
 16 relationship existed between the nonsignatory and one of the parties to the
 17 arbitration agreement, making it equitable to compel the nonsignatory to arbitrate as
 18 well.").

19 Plaintiffs are also bound by the arbitration clause pursuant to equitable
 20 principles because of their substantial preexisting relationships with the Golden Boy
 21 Settling Parties (as discussed above) and because the parties expressly agreed to

22
 23 ⁴ While Defendants do not believe it is necessary to reform the Settlement
 24 Agreement to directly include Promotions LLC and Inc because Section 8.6 already
 25 expressly binds them, Defendants note that Section 8.8 of the Settlement Agreement
 26 provides as follows: "To the extent that any additional documents are required to be
 27 executed by any of the Parties in order to effectuate or carry out this Agreement,
 28 such party shall promptly execute and deliver such documents." Defendants believe
 that the Arbitrator has the power to compel the Golden Boy Settling Parties,
 particularly De La Hoya, to amend the Settlement Agreement as necessary to
 effectuate the parties' mutual intent that Promotions Inc. and LLC be bound because
 Section 6.1 gives the Arbitrator the power to "implement[], interpret[] . . . or
 enforce[]" the Settlement Agreement.

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1 bind closely related persons and entities.

2 Plaintiffs are further bound because they are third-party beneficiaries of the
 3 Settlement Agreement pursuant to the release provisions contained therein. *See*
 4 *Brinton v. Bankers Pension Services, Inc.*, 76 Cal.App.4th 550, 559 (1999). In
 5 *Brinton*, the plaintiff sued a pension company, Bankers Pension Services, Inc.
 6 (“Bankers”), over a failed investment in five limited partnerships. *Id.* at 553. The
 7 plaintiff had previously participated in a class action (the “Tauf Action”) against an
 8 officer of Bankers, Ronald Thon, and the case was settled. The settlement
 9 agreement included a broad release agreement providing that the “Released
 10 Defendants’ . . . include[d] ‘those Defendants, parties and entities listed on [an
 11 attached exhibit], including each of their principals’” *Id.* at 559.

12 The Court of Appeal held that Bankers was a third-party beneficiary of the
 13 release because it was a “principal” of Thon. *Id.* The court rejected the argument
 14 that the release was not intended to benefit Bankers, finding that “[s]uch an
 15 interpretation would render the reference to principals and others mere surplusage
 16 and violate the principle that, where possible, the entire contract should be given
 17 effect. [Citation.]” *Id.* at 560.

18 Similarly, Plaintiffs are bound by the Settlement Agreement and the
 19 arbitration clause because they are express third-party beneficiaries of the release.
 20 As in *Brinton*, Plaintiffs are within the categories of affiliated persons, entities,
 21 shareholders, members and officers who expressly benefit from the release that De
 22 La Hoya and the other Golden Boy Settling Parties obtained on their behalf.

23 To now avoid the arbitration clause, Plaintiffs have argued in prior pleadings
 24 that “neither Hopkins nor Promotions has sought or accepted any ‘benefit’ under the
 25 contract nor have they asserted a right to any benefit in any way.” But Promotions
 26 LLC and Inc. both “sought” a release through De La Hoya, the majority owner and
 27 president. Likewise, Hopkins sought a release for himself through the Golden Boy
 28 Settling Parties, *i.e.*, the companies he owns, and through his business partner. They

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acted on his behalf and obtained a release that protected him.

Thus, Plaintiffs have already “benefit[ted]” from the release because the potential claims of the Haymon Defendants to the Settlement Agreement have already been released. Plaintiffs are only now attempting to disclaim the substantial benefits they obtained because they wish to avoid arbitration. The Court should find that Plaintiffs are bound by the arbitration clause as express third-party beneficiaries of the Settlement Agreement.

IV. CONCLUSION

For the foregoing reasons, the Court should enter an order staying this action as to Defendants’ pending resolution by the Arbitrator as to whether the claims alleged herein are subject to the arbitration clause or release provisions in the Settlement Agreement.

DATED: August 31, 2015

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By: /s/ Howard Weitzman

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