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10 UNITED STATES DISTRICT COURT
 11 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 12 SAN FRANCISCO DIVISION
 13

14 SYDNEY JAY HALL, MARTIN ELORDE)
 15 and EMMANUEL PACQUIAO)

16 Plaintiffs,

17 v.

18 MURAD MUHAMMAD, RODOLFO)
 NAZARIO, ROBERTO NAZARIO,)
 19 PHILIPPINE BOXING LLC, and)
 DOES 1-25 Inclusive)

20)
 21 Defendants,)
 22

CASE NO. C05-2192 BZ

) NOTICE OF MOTION FOR ORDER
) SHORTENING TIME TO FILE
) APPLICATIONS FOR RIGHT TO
) ATTACH ORDERS AND ORDERS FOR
) ISSUANCE OF WRITS OF
) ATTACHMENT, OR IN THE
) ALTERNATIVE, TEMPORARY
) PROTECTIVE ORDERS;
) DECLARATION IN SUPPORT THEREOF;
) AND EXHIBITS

23
 24 Plaintiffs Sydney Jay Hall and Martin Elorde (hereafter collectively referred to as "Plaintiffs") hereby
 25 bring this ex parte motion for permission to file, on shortened notice, APPLICATIONS FOR RIGHT TO
 26

27 NOTICE OF MOTION FOR ORDER SHORTENING TIME TO FILE APPLICATIONS FOR RIGHT TO ATTACH ORDERS
 28 AND ORDERS FOR ISSUANCE OF WRITS OF ATTACHMENT, OR IN THE ALTERNATIVE, TEMPORARY
 PROTECTIVE ORDERS; DECLARATION OF SYDNEY HALL IN SUPPORT THEREOF; AND EXHIBITS

1 ATTACH ORDERS AND ORDERS FOR ISSUANCE OF WRITS OF ATTACHMENT, OR IN THE
2 ALTERNATIVE, TEMPORARY PROTECTIVE ORDERS in the amount of \$375,000.00. This motion
3 is brought pursuant to Local Rule 6-3, 7-11 and Calif. Code Civ. Proc. (CCP) §485.010. Plaintiffs will suffer
4 great and irreparable injury if hearing on such applications are delayed for regularly noticed proceedings.
5

6 **DEFENDANTS HEREIN**

7 The Defendants herein, Emmanuel Pacquiao, the former International Boxing Federation (IBF)
8 Junior Featherweight Champion, and his promoter, Defendant Murad Muhammad, are themselves intertwined
9 in a separate related law suit in U.S. District Court for Southern District of New York, Case No. 05-C-4200
10 LAP (hereafter "New York District Court case") where Defendant Emmanuel Pacquiao, as the Plaintiff, has
11 sued Defendant Murad Muhammad for damages.¹ In addition, Defendant Murad Muhammad has filed a
12 counter suit against Defendant Emmanuel Pacquiao in the New York District Court case. The principal
13 claims being made by the Defendants against one another in the New York case are as follows:
14

- 15 • Defendant Emmanuel Pacquiao contends that Defendant
16 Murad Muhammad committed fraud and exploited him
17 financially from 2001 to present; and
- 18 • Defendant Murad Muhammad contends under the so-called
19 "air tight" contract which Defendant Emmanuel Pacquiao
20 signed, that he is entitled to promote Defendant Emmanuel
21 Pacquiao's next three fights with HBO, otherwise he will
22 enjoin Defendant Emmanuel Pacquiao from fighting
23 professionally.
24

25 ¹ Defendant Emmanuel Pacquiao contends that he brought suit against Defendant Murad Muhammad in U.S.
26 District Court in New York, instead of joining Plaintiffs' suit in California because his contract with Defendant Murad
Muhammad required him to bring suit in New York.

1 For reasons which are not exactly clear to Plaintiffs herein, trial of Defendant Emmanuel Pacquiao
2 and Murad Muhammad's suit in the New York District Court case commenced on June 20, 2005, even
3 though suit was just filed in April 2005.

4
5 **PLAINTIFFS' LAWSUIT AGAINST DEFENDANTS**

6 Plaintiff Sydney Hall, on the other hand, filed suit in November 2003 against Defendant Murad
7 Muhammad for tortious interference with contract (Plaintiff Sydney Hall was entitled to seven percent (7%)
8 of gross earnings from June 2001 to June 2002 and July 2003 to July 2004). Thereafter, Plaintiff Sydney Hall
9 filed a motion to amend his lawsuit against Defendant Murad Muhammad to include Defendant Emmanuel
10 Pacquiao and Plaintiff Martin Elorde as necessary and indispensable parties. See attached Request for
11 Judicial Notice of Plaintiff Sydney Hall: Motion to Amend Complaint and Verified Amended Complaint
12 against Defendant Murad Muhammad, et al. attached hereto as Exhibit "B."

14 Plaintiff Sydney Hall contends, in pertinent parts in the Verified Amended Complaint, that
15 Defendant Murad Muhammad committed theft against both Plaintiff Sydney Hall and Plaintiff Martin Elorde,
16 as well as, against Defendant Emmanuel Pacquiao. The Verified Amended Complaint also contends, among
17 other misdeeds, that Defendant Murad Muhammad conspired with Defendants Rodolfo Nazario and Roberto
18 Nazario to conceal information concerning Defendant Emmanuel Pacquiao's true earnings, and in addition
19 conspired with one another to tortiously interfere with Plaintiff Sydney Hall's contract with Defendant
20 Emmanuel Pacquiao.
21

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23 **IRREPARABLE HARM**

24 Plaintiff Sydney Hall and Plaintiff Martin Elorde will suffer irreparable harm if hearing is heard on
25 a regularly noticed motion because, while Defendant Emmanuel Pacquiao has filed suit against Defendant
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1 Murad Muhammad for well over 30 million dollars in damages, and conversely Defendant Murad
2 Muhammad has filed suit against Defendant Emmanuel Pacquiao for well over 10 million dollars, in actuality
3 what is at stake is approximately 2 million dollars being held by Bob Arum (Top Rank Promotions), which
4 presumably will be awarded to the prevailing party in the New York District Court case. Various documents
5 indicate that Defendants expect their trial in New York to conclude within the first week of July 2005, which
6 would result in one of them receiving the 2 million dollars presently being held by Bob Arum.
7

8 The net result is that Plaintiffs Sydney Hall and Martin Elorde would be left out of recovery of any
9 portion of this 2 million dollars since they are not parties in the New York District Court case, even though
10 their law suit has been pending for more than 2 years.
11

12 It is easy to see why Plaintiffs Sydney Hall and Martin Elorde would suffer irreparable harm since
13 under either scenario, a Defendant Emmanuel Pacquiao win or a Defendant Murad Muhammad win, the 2
14 million dollars would disappear into attorneys fees, or other costs.
15

16 GOOD FAITH AND BAD FAITH OF DEFENDANT EMMANUEL PACQUIAO

17 To Defendant Emmanuel Pacquiao's credit he has through his counsel, Judd Burstein, participated
18 in settlement discussions with Plaintiffs and inasmuch has acknowledged owing Plaintiffs, Sydney Hall in
19 particular, an unspecified sum comprised of seven percent (7%) of his earnings from June 2001 to June 2002
20 and from January 2003 to November 2003, together with interest at the legal rate of ten percent (10%).²
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22
23

24
25 ² Such amount however, improperly reduces Plaintiff Sydney Hall's contract period from 2 years to 1 and a half
26 years. For this reason the parties could not agree on settlement terms. In addition, in the Judd Burstein settlement
27 proposal, any monies to be paid under such settlement were to be paid from future earnings from yet to be confirmed
28 future boxing performances, rather than out of the 2 million dollars being held at present by Bob Arum.

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**BAD FAITH AND DISHONESTY ON THE PART
OF DEFENDANT MURAD MUHAMMAD**

Defendant Murad Muhammad, for his part, has filed a series of frivolous pleadings in Plaintiffs' action herein, many of which he filed under the names of his co-conspirator partner(s) Defendants Rodolfo Nazario and Roberto Nazario, so that Plaintiff Sydney Hall's law suit, filed back in November 2003, has been unduly delayed to prevent the case from reaching an at issue status, thus thwarting discovery and an accounting. Of course, once discovery commences, it is expected that Plaintiff Sydney Hall's case against Defendants Murad Muhammad, Rudolfo Nazario, Roberto Nazario and Philippine Boxing, LLC will be disposed of via summary judgment and/or an action for accounting.

Astonishingly, in pleadings which have been recently filed in the New York District Court case, Defendant Murad Muhammad has offered deposition testimony, as well as, false arguments which claim that he committed no wrongdoings when, in fact, the truth is that he not only intentionally committed several criminal acts, he masterminded and orchestrated a plan to cover his tracks. Plaintiff Sydney Hall is well aware of Defendant Murad Muhammad's actions because he admitted as much to Plaintiff Sydney Hall in a conversation and stated that his illegal actions were just the way boxing is done and that Plaintiff Sydney Hall better join him or suffer being ostracized by him and the co-conspirator Defendants Rodolfo Nazario and Roberto Nazario. Now, ironically, Defendant Murad Muhammad contends that Plaintiff Sydney Hall bore much of the responsibilities for Defendant Emmanuel Pacquiao's financial woes even though he knows Plaintiff Sydney Hall was shut out from the inner circle of Defendant Emmanuel Pacquiao's financial affairs, after rejecting Defendant Murad Muhammad's offer to help divert monies in July 2001. See Defendant Murad Muhammad's Memorandum of Law in Support of Motion for Judgment and Reply Memorandum

1 in Support of Motion for Judgment, marked as Exhibits "E" and "F" in Plaintiff's Request for Judicial Notice
2 of Exhibits from New York District Court case.³

3
4 In fact, as is noted in Plaintiff Sydney Hall's Verified Complaint, on file herein, Defendant Murad
5 Muhammad approached Plaintiff Sydney Hall in July 2001 and invited Plaintiff to join in a conspiracy
6 between he and Defendant Rodolfo Nazario to steal money from Defendant Emmanuel Pacquiao. When
7 Plaintiff Sydney Hall refused, after pointing out to both Defendant Murad Muhammad and Defendant
8 Rodolfo Nazario that such actions were ridiculous not only because Plaintiff Sydney Hall was entitled to a
9 percentage of Defendant Emmanuel Pacquiao's earnings, but also because such actions also directly violated
10 the Muhammad Ali Boxing Reform Act. Defendant Murad Muhammad informed Plaintiff Sydney Hall that
11 Defendant Rodolfo Nazario and he were going forward with their scheme and Plaintiff would be removed
12 from the inner circle controlling Defendant Emmanuel Pacquiao's financial affairs.
13

14 EXIGENT CIRCUMSTANCES

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16 If Defendant Emmanuel Pacquiao prevails in the New York District Court case then he will receive
17 a wind fall, since Plaintiffs have yet to be paid monies owed by Defendant Emmanuel Pacquiao since as far
18 back as 2001. Undoubtedly, these monies would then disappear and leave no source for recovery of damages
19 in the instant law suit.

20
21 On the other hand, if Defendant Murad Muhammad prevails, this crook disguised as a promoter will
22 be more emboldened to steal monies from Defendant Emmanuel Pacquiao and further punish Plaintiff Sydney
23 Hall for refusing to join in his scheme by filing additional false allegations and crafting more twisted stories
24

25 ³ "... We believe that Plaintiff will be unable to prove that Defendants knew or reasonably should have known
26 that Plaintiff himself, his lawyer and his other financial advisors were failing to deal properly with his tax obligations."
27 Exhibit "F" Request for Judicial Notice of New York District Southern Division Case No. 05-C-4200 at pg. 2.

1 of how money was diverted from Defendant Emmanuel Pacquiao. And of course the 2 million dollars now
2 being held by Bob Arum would be paid to the winner of the New York District Court case and Plaintiff will
3 no longer have access to this money.
4

5 Plaintiffs therefore file this motion and ask for a hearing on shortened notice for the above reasons,
6 and because Defendant Murad Muhammad would in all likelihood become insolvent following trial.

7 **POINTS AND AUTHORITIES IN SUPPORT OF EX PARTE MOTION**

8 Under FRCP § 64 and Local Rules 6-3 and 7-11 a party may request ex parte a hearing on shortened
9 notice. Likewise under CCP §485.010, in particular, a party may apply for order shortening time for relief
10 when seeking an attachment order where:
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- 12 a) **great or irreparable injury would result to plaintiff if relief were**
13 **delayed until the matter could be heard on notice; and**
14 b) **there is a danger that the property sought to be attached would**
15 **be concealed, substantially impaired in value, or otherwise made**
16 **unavailable to levy if issuance of the order were delayed until the**
matter could be heard on notice.⁴

17 **A. Great Or Irreparable Injury Would Result If Relief Is**
18 **Delayed Until An Application Can Be Heard On Noticed Motion**

19 **1. EMMANUEL PACQUIAO**

20 Great or irreparable injury may be established by showing one of the following: a defendant's past
21 dishonesty; a failure to meet past obligations; or, a concealment of assets. Western Steel & Ship Repair v.
22 RML Inc. (1986) 176 CA3d 1108, 222 CR 556. See also FSLI v. Sahni (9th Cir. 1989) 868 F.2d 1096 which
23 holds that a mere threat or possibility of injury will suffice as a showing of injury where there is a probability
24 of success on the merits. In the instant law suit there is little doubt about Plaintiffs' likelihood of success on
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26 ⁴ See C.C.P. §485.010 and Reebok Int'l Ltd. v. Marnatech Enterprises, Inc., (9th Cir. 1992) 970 F.2d 552.

1 the merits.

2 Further, as for a showing of past dishonesty on the part of Defendant Emmanuel Pacquiao, the record
3 is clear that he failed, albeit through the actions of Defendant Murad Muhammad and Rodolfo Nazario, to
4 properly report his earnings to Plaintiffs Sydney Hall and Martin Elorde. In addition, the record shows that
5 he failed to take vigilant action when Plaintiffs informed him of Defendant Murad Muhammad's dishonest
6 scheme to divert funds to Defendant Rodolfo Nazario. Moreover, although Defendant Emmanuel Pacquiao
7 has offered to partially repay Plaintiffs, he nevertheless has conditioned such offer upon Plaintiff Sydney
8 Hall's agreement to appear at his trial in New York and testify to certain frauds and misrepresentations
9 committed by Defendant Murad Muhammad. See e-mail messages from Judd Burnstein to Sydney Hall
10 collectively marked as Exhibit "C" attached hereto.

11
12
13 Another example of Defendant Emmanuel Pacquiao's failure to act in a fair and honest manner is his
14 failure to acknowledge, that should he prevail in his New York District Court case that he is in turn prepared
15 to repay Plaintiffs from the 2 million dollars he would recover.

16
17 **2. MURAD MUHAMMAD**

18 If Defendant Murad Muhammad should prevail, on the other hand, Plaintiffs' opportunity for recovery
19 against him would be substantially hindered because he has a history of committing fraud and perjury and
20 because he would in all likelihood become insolvent since Defendant Emmanuel Pacquiao might
21 understandably refuse to perform in the United States for years, until Defendant Murad Muhammad is gone
22 from his life, thereby rendering Defendant Murad Muhammad insolvent, since he has no other known source
23 of income. However, as stated, 2 million dollars is presently being held by Bob Arum which will presumably
24 be dispersed at the completion of trial. See Defendant Pacquiao's Motion in Limine for an Order Concerning
25

1 the Admissibility of Certain Rule 404(b) Evidence, marked as Exhibits "D" in Plaintiff's Request for Judicial
2 Notice of Exhibits from New York District Court case

3 And, once again, further evidence of Defendant Murad Muhammad's dishonesty includes his failing
4 to properly report the amounts he paid and/or diverted from Defendant Emmanuel Pacquiao in previous
5 bouts, including but not limited to the following:
6

- 7 • Reporting to the California Athletic Commission that Defendant Emmanuel
8 Pacquiao's earnings were substantially lower than they actually were;
- 9 • Failing to abide by Plaintiff Sydney Hall's Exclusive Agency Agreement and
10 negotiating promotional contracts with the boxer's business manager Defendant
11 Rodolfo Nazario;
- 12 • Defendant Murad Muhammad's effort to hide the New York trial from this court by
13 his failure to file a Notice of Related Action; and
- 14 • Failing to file any answer and unduly delaying prosecution of Plaintiff Sydney Hall's
15 law suit against him for more than two years but filing his own law suit and noticing
16 Plaintiff for deposition. See Second Amended Complaint filed on November 2003
17 at Plaintiffs' Request for Judicial Notice of California Northern District Court case
18 no. C-03-05095, Exhibit "A."

19 The list could go on and on as to Defendant Murad Muhammad's dishonesty because his track record
20 is replete with instances of "untruthfulness." See Mr. Pacquiao's Motion in Limine for an Order Concerning
21 The Admissibility of Certain Rule 404(b) Evidence, Exhibit "D" at Plaintiffs' Request for Judicial Notice,
22 New York District Court case.

23 **B. Defendants Would Suffer Little or No Harm if The Application
24 is Heard on Shortened Time**

25 Defendants Murad Muhammad and Emmanuel Pacquiao will suffer little or no prejudice or harm if
26 the hearing on Plaintiffs' applications for right to an attachment and for issuance of writs of attachment, or
27 in the alternative, temporary protective orders are heard on shortened notice.

28 EX PARTE MOTION TO FILE AN APPLICATION FOR RIGHT TO ATTACH ORDER AND ORDER
FOR ISSUANCE OF WRIT OF ATTACHMENT, OR IN THE ALTERNATIVE, TEMPORARY
PROTECTIVE ORDER

1 CONCLUSION

2 Because Plaintiffs Sydney Hall and Martin Elorde would suffer clear and obvious irreparable harm,
3 and Defendants Emmanuel Pacquiao and Murad Muhammad would suffer little or on harm, and because there
4 is a substantial likelihood of success on the merits of Plaintiffs' actions, particularly the actions for accounting
5 and breach of contract, Plaintiffs' motion for shortened time and for attachment should be respectfully
6 granted.
7

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9 Dated: 6/22/05

10 
11 JOHN E. BURRIS, ESQ.

12 DECLARATION OF PLAINTIFF SYDNEY JAY HALL
13 IN SUPPORT OF MOTION FOR ORDER SHORTENING TIME

14 I, Sydney Jay Hall, declare:

15 1. I am Plaintiff in this action. I am a sole practitioner attorney licensed to practice law in the
16 State of California. I have been licensed to practice law since 1987 shortly after I graduated from Howard
17 University Law School and joined the Maryland State Bar Association. Since graduating from law school
18 I was initially employed as an insurance defense counsel but later joined a Maryland law firm specializing
19 in general practice litigation and thereafter returned to California to open my own solo practice.
20

21 2. In 1993 I opened my own law practice in Burlingame, California with an emphasis in
22 immigration law and then began representing professional boxers initially providing immigration services
23 and later scheduling foreign fighters to perform in the United States. My first client in 1997 was Ike Quartey,
24 the former WBA Welterweight World Champion, whom I continue to represent as his immigration attorney.
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27 EX PARTE MOTION TO FILE AN APPLICATION FOR RIGHT TO ATTACH ORDER AND ORDER
28 FOR ISSUANCE OF WRIT OF ATTACHMENT, OR IN THE ALTERNATIVE, TEMPORARY
PROTECTIVE ORDER

1 3. Since that time I have represented several professional boxers from Asia. Attached hereto
2 as Exhibit "A" is a true and correct copy of an article appearing on the website of Maxboxing.com dated May
3 23, 2001 entitled, "Pipeline to the Philippines" by Kurt Emhoff.

4 4. The events which followed after I agreed to represent Emmanuel Pacquiao are painstakingly
5 set forth in my Verified Amended Complaint and Motion to Amend Complaint, a true and correct copy of
6 which is attached hereto as Exhibit "B".

7 5. I never discussed Defendant Emmanuel Pacquiao's taxes with Defendant Murad
8 Muhammad after July 2001. Nor did I direct him to make payments to Philippine Boxing LLC, since
9 Defendant Murad Muhammad stopped communicating with me after I refused to join him in his scheme to
10 divert funds from Defendant Emmanuel Pacquiao to Defendant Rudolfo Nazario and himself. In 2003 I did
11 send a letter to Defendant Murad Muhammad and Defendant Roberto Nazario, however, that letter was to
12 remind them that their conduct was illegal and that they had interfered with my performance: Although
13 Roberto Nazario was offering to pay me to prepare immigration documents for Defendant Emmanuel
14 Pacquiao I refused because I was aware that Defendant Emmanuel Pacquiao's tax obligations had not been
15 accounted for and had very likely risen to an unbearable level.

16 6. On or about June 13, 2005 I was informed by Keith Davidson that Defendants Emmanuel
17 Pacquiao and Murad Muhammad were scheduled for trial in US District Court in New York on June 20,
18 2005.

19 7. On or about June 10, 2005 I was informed by Keith Davidson in a telephone conversation
20 that Bob Arum was holding 2 million dollars from the proceeds generated through television sales from
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1 Defendant Emmanuel Pacquiao's last performance on HBO, pending resolution of the New York District
2 Court case.

3
4 8. On information and belief, Defendant Emmanuel Pacquiao is Defendant Murad Muhammad's
5 only source of boxing promotion income.

6 9. Attached hereto as Exhibit "C" is a true and correct copy of an electronic mail from
7 Defendant Emmanuel Pacquiao's attorney, Judd Burstein, requesting my testimony in the New York Dist.
8 Court Case trial and my response thereto.

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10 I declare under penalty of perjury under the laws of the United States of America that the foregoing
11 is true and correct. Executed this 22 day of June 2005 at Burlingame, California.

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EX PARTE MOTION TO FILE AN APPLICATION FOR RIGHT TO ATTACH ORDER AND ORDER
FOR ISSUANCE OF WRIT OF ATTACHMENT, OR IN THE ALTERNATIVE, TEMPORARY
PROTECTIVE ORDER