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Electronically Filed
May 02 2018 04:46 p.m.Elizabeth A. Brown
Clerk of Supreme Court*Attorneys for Defendants MMAWC, LLC, Bruce Deifik and
The Nancy And Bruce Deifik Family Partnership LLLP***IN THE SUPREME COURT OF NEVADA**

MMAWC, LLC d/b/a WORLD SERIES
OF FIGHTING, a Nevada limited
liability company; BRUCE DEIFIK, an
individual; and NANCY AND BRUCE
DEIFIK FAMILY PARTNERSHIP
LLLP, a Colorado limited liability
partnership,

Appellants

v.

ZION WOOD OBI WAN TRUST and
SHAWN WRIGHT as trustee of ZION
WOOD OBI WAN TRUST; WSOF
GLOBAL, LLC, a Wyoming limited
liability company,

Respondents.

No. 75596

[CASE NO.: A-17-764118-C]

**APPELLANTS'
DOCKETING STATEMENT****GENERAL INFORMATION**

Appellants must complete this docketing statement in compliance with
NRAP 14(a). The purpose of the docketing statement is to assist the Supreme
Court in screening jurisdiction, identifying issues on appeal, assessing presumptive
assignment to the Court of Appeals under NRAP 17, scheduling cases for oral
argument and settlement conferences, classifying cases for expedited treatment and

assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. Id. Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. *See KDI Sylvan Pools v. Workman*, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District: Eighth Judicial District, Department 27.

County Judge: The Hon. Nancy Allf.

District Ct. Case No.: A-17-764118-C

2. Attorney filing this docketing statement:

Maximiliano D. Couvillier III, Esq. (NV Bar #7661)

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Attorneys for Appellants MMAWC, LLC ("MMAWC"), BRUCE DEIFIK; and The NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP.

3. Attorneys representing Respondents:

Byron Thomas, Esq. (Bar 8906)
 3275 S. Jones Blvd., Ste. 104
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 702-747-3103
Byronthomaslaw@gmail.com

4. Nature of disposition below (check all that apply):

<ul style="list-style-type: none"> ○ Judgment after bench trial ○ Judgement after jury verdict ○ Summary judgment ○ Default judgment ○ Grant/Denial of declaratory relief ○ Grant/Denial of injunction ○ Grant/Denial of NRCP 60(b) relief ○ Review of agency determination 	<ul style="list-style-type: none"> ○ Dismissal: <ul style="list-style-type: none"> ○ Lack of jurisdiction ○ Failure to state a claim ○ Failure to prosecute ○ Other (specify): ○ Divorce Decree: <ul style="list-style-type: none"> ○ Original Modification ● Other disposition (specify): <u>Denial of Motion to Dismiss and Compel Arbitration</u>
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5. Does this appeal raise issues concerning any of the following?

Child Custody? No
 Venue? No
 Termination of Parental Rights? No

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal: N/A.

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

1 The matter originated in the Eighth Judicial District Court, matter captioned:
2 *Zion Wood Obi Wan Trust et al. v. MMAWC, LLC et al.*, Case No. A-17-764118-C.
3

4 **8. Nature of the action.** Briefly describe the nature of the action and the result
5 below:

6 Respondents/Plaintiffs hold certain interests in MMAWC. MMAWC's
7 previous primary asset and business was operating and promoting mixed martial
8 arts ("MMA") events under the marks and monikers "World Series of Fighting"
9 and "WSOF," which intellectual property MMAWC owned. In 2016, MMAWC
10 sold substantially all of its assets, including the "World Series of Fighting" and
11 "WSOF" marks and monikers, to MMAX Investment Partners, Inc. ("MMAX").
12 MMAWC refocused its business from operating and promoting its own MMA
13 events and became an investor in MMAX, and MMAX began operating and
14 promoting its own separate MMA events under the marks and monikers now
15 owned by MMAX: "WSOF", "World Series of Fighting", and "Professional
16 Fighter's League." Thus, MMAWC's current primary asset and operation is being
17 an investor in MMAX. Accordingly, the investor benefits derived by MMAWC
18 are then captured by those holding an interest in MMAWC, including
19 Respondents/Plaintiffs.
20
21
22
23

24 Respondents/Plaintiffs are not direct investors, and do not hold any rights,
25 in MMAX. By their lawsuit, however, respondents/plaintiffs are attempting to
26 somehow transcend their interest in MMAWC into a direct ownership interest in
27
28

1 MMAX, and MMAX's intellectual properties.

2 All of Respondents' causes of action are contract-based and subject to a
3 mandatory Arbitration provision. The Arbitration provision was negotiated and
4 jointly drafted by respondents/plaintiffs and their counsel, Byron Thomas, Esq.
5 The express agreement to the jointly negotiated and drafted Arbitration provision
6 was manifested in the written communications between the parties and their
7 respective counsel, and through the exchange of drafts during the joint drafting
8 process.
9

10
11 When the parties finalized the Arbitration provision, however, the parties did
12 not include language and initials or separate signatures to further manifest their
13 agreement to the Arbitration provision [such being patently redundant]. The
14 District Court found that such omission alone resulted in non-compliance with
15 NRS 597.995, voided the jointly drafted and negotiated Arbitration provision, and
16 denied appellants/defendants' motion to compel arbitration.
17
18

19
20 **9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach
21 separate sheets as necessary):

22 Among other things, the principal issues on appeal are:

- 23 (1) Whether NRS 597.995 violates the Federal Arbitration Act, 9 U.S.C.
24 § 1, et seq.;
25
26 (2) Whether NRS 597.995 is preempted by the Federal Arbitration Act, 9
27 U.S.C. § 1, et seq.;
28

(3) The validity or application of NRS 597.995 under the Federal Arbitration Act, 9 U.S.C. § 1, et seq.;

(4) Whether NRS 597.995 violates the U.S. Constitution;

(5) Whether NRS 597.995 is vague and ambiguous and therefore, void and unenforceable;

(6) Whether the District Court abused its discretion in finding that the parties did not comply with NRS 597.995;

(7) Whether the District Court abused its discretion in finding that the parties' arbitration agreement violated or did not comply with NRS 597.995;

(8) Whether the District Court's determination that the parties' arbitration agreement violated or did not comply with NRS 597.995 is supported by the record; and

(9) Whether the District Court erred in refusing to apply and follow the Federal Arbitration Act, 9 U.S.C. § 1, et seq.

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised: NONE.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

N/A

Yes ✓

No ____

If not, explain. N/A

12. Other issues. Does this appeal involve any of the following issues?

Reversal of well-settled Nevada precedent (identify the case(s)): No.

An issue arising under the United States and/or Nevada Constitutions: Yes.

A substantial issue of first impression: Yes.

An issue of public policy: Yes.

An issue where *en banc* consideration is necessary to maintain uniformity of this court's decisions: Yes.

A ballot question: No.

If so, explain:

The appeal involves an examination of NRS 597.995. In *Fat Hat, LLC v. DiTerlizzi*, 385 P.3d 580, 2016 WL 5800335 *1, n. 1 (Nev. 2016), this Court suggested that NRS 597.995 violates the Federal Arbitration Act, but declined to make such a determination because it was not raised in that appeal:

Fat Hat makes no argument that the Federal Arbitration Act, 9 U.S.C. § 1, et seq., applies. We therefore do not address NRS 597.995's validity or application under the FAA. But see Doctor's Associates, Inc. v. Casarotto, 517 U.S. 681, 683 (1996).

Id.

In *Doctor's Assocs., Inc. v. Casarotto*, the U.S. Supreme Court determined that the Federal Arbitration Act applies to state courts and preempts statutes like NRS 597.995, which single out arbitration provisions to void them in otherwise valid contracts. *Id.*, 517 U.S. 681, 687, 116 S. Ct. 1652, 1656 (1996) (“Courts may not ... invalidate arbitration agreements under state laws applicable only to

arbitration provisions.”).

In *Perry v. Thomas*, 482 U.S. 483, 490–91, 107 S. Ct. 2520, 2526, 96 L. Ed. 2d 426 (1987), relied on by *Doctor's Assocs., Inc.*, the US Supreme Court determined that the Federal Arbitration Act “embodies Congress' intent to provide for the enforcement of arbitration agreements within the full reach of the Commerce Clause” and preempts state law. *Id.* *Perry* further determined that any state arbitration statute [like NRS 597.995] which conflicts with the Federal Arbitration Act, “must give way” under the Supremacy Clause. *Id.*

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

Respectfully, this is appeal should be retained by the Supreme Court because this appeal raises constitutional issues, important issues that significantly affect commercial transactions and agreements, and because this appeal takes up the issues regarding NRS 597.995 observed by the Supreme Court in *Fat Hat, LLC v. DiTerlizzi*, 385 P.3d 580, 2016 WL 5800335 *1, n. 1 (Nev. 2016).

14. Trial. If this action proceeded to trial, how many days did the trial last?

The action did not proceed to trial.

Was it a bench or jury trial? N/A.

1
2 **15. Judicial Disqualification.** Do you intend to file a motion to disqualify or
3 have a justice recuse him/herself from participation in this appeal? No.

4 If so, which Justice? N/A.

5 **TIMELINESS OF NOTICE OF APPEAL**

6 **16. Date of entry of written judgment or order appealed from:**

7
8 Appellants appeal to the Nevada Supreme Court from the District Court's
9 *Order Denying Motion to Dismiss and to Compel Arbitration* entered on March 13,
10 2018.

11
12 **17. Date written notice of entry of judgment or order was served:**

13
14 The *Notice of Order Denying Motion to Dismiss and to Compel Arbitration*
15 and the *Amended Notice of Order Denying Motion to Dismiss and to Compel*
16 *Arbitration* were both served on March 14, 2018.

17
18 Service by: Electronic delivery.

19 **18. If the time for filing the notice of appeal was tolled by a post-judgment**
20 **motion (NRCP 50(b), 52(b), or 59)**

21 (a) Specify the type of motion, the date and method of service of the motion,
22 and the date of filing.

23 NRCP 50(b): N/A.

24 NRCP 59(a) and NRCP 59(e): N/A.

25
26 NRCP 52(b): N/A.

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ____, 245, P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion: N/A.

(c) Date written notice of entry of order resolving tolling motion was served: N/A.

19. Date notice of appeal filed: The Notice of Appeal was filed on April 11, 2018.

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other: NRAP 4(a)(1).

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a) Authority: NRS 38.247.

(b). Explain how each authority provides a basis for appeal from the judgment or order:

NRS 38.247(1)(a) provides: "An appeal may be taken from...[a]n order denying a motion to compel arbitration."

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Defendants:

MMAWC, LLC, a Nevada limited liability company (Appellant);

BRUCE DEIFIK, an individual (Appellant);

The NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP
LLLP, a Colorado limited liability partnership (Appellant);

MMAX INVESTMENT PARTNERS, INC. dba PROFESSIONAL
FIGHTERS LEAGUE, a Delaware corporation;

CARLOS SILVA, an individual; and

KEITH REDMOND, and individual.

Respondents/Plaintiffs:

ZION WOOD OBI WAN TRUST;

SHAWN WRIGHT as trustee of ZION WOOD OBI WAN TRUST;

and

WSOF GLOBAL, LLC.

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other:

Defendants MMAX INVESTMENT PARTNERS, INC. dba
PROFESSIONAL FIGHTERS LEAGUE; CARLOS SILVA; and KEITH
REDMOND are not parties to this appeal because they have not appeared in the
action and, to undersigned counsel's knowledge, they have not been served.

23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

Respondents alleged the following claims in their Complaint:

1. Breach of Contact;
2. Breach of the Implied Covenant of Good Faith and Fair Dealing;
3. Declaratory Relief;
4. Intentional Interference With Prospective Economic Advantage;
5. Tortious Interference With Contract;
6. Alter Ego;
7. Breach of Fiduciary Duty;
8. Civil RICO;
9. Specific Performance; and
10. Unjust Enrichment.

Appellants did not allege any counterclaims.

State how claims adjudicated:

Respondents' Eighth Claim for Civil RICO was dismissed without prejudice on March 13, 2018. Respondents' other claims are all subject to the arbitration provision at issue and have not been adjudicated.

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

The order appealed is an order denying Arbitration, appealable under NRS 38.247 and affects all named parties because all named parties and claims are subject to the Arbitration provision at issue.

Defendants MMAX INVESTMENT PARTNERS, INC. dba PROFESSIONAL FIGHTERS LEAGUE; CARLOS SILVA; and KEITH

1 REDMOND have not appeared in the action, and to the undersigned counsel's
2 knowledge, have not been served.

3
4 **25. If you answered "No" to question 24, complete the following:**

5 (a) Specify the claims remaining pending below:

6 N/A.

7
8 (b) Specify the parties remaining below:

9 Defendants MMAX INVESTMENT PARTNERS, INC. dba
10 PROFESSIONAL FIGHTERS LEAGUE; CARLOS SILVA; and KEITH
11 REDMOND are not parties to this appeal. They have not appeared in the action
12 and, to the undersigned counsel's knowledge, have not been served.

13 (c) Did the district court certify the judgment or order appealed from as a
14 final judgment pursuant to NRCP 54(b)?

15 N/A. The District Court's order was an order denying motion to compel
16 arbitration, which is appealable pursuant to NRS 38.247.

17 (d) Did the district court make an express determination, pursuant to NRCP
18 54(b), that there is no just reason for delay and an express direction for the entry of
19 judgment?

20 N/A. The District Court's order was an order denying motion to compel
21 arbitration, which is appealable pursuant to NRS 38.247.

22 **26. If you answered "No" to any part of question 25, explain the basis for**
23 **seeking appellate review (e.g., order is independently appealable under NRAP**
24 **3A(b)):**

25 N/A. The District Court's order was an order denying motion to compel
26 arbitration, which is appealable pursuant to NRS 38.247.

27
28 //

27. **Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, crossclaims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal.
- Notices of entry for each attached order.

Appellant attaches the following:

Exhibit 1: Respondents' 12/07/17 *Complaint*.

Exhibit 2: *Order Re: MMAWC, LLC's Motion To Dismiss And To Compel Arbitration*, filed March 13, 2018;

Exhibit 3: *Notice of Entry of Order Re: MMAWC, LLC's Motion To Dismiss And To Compel Arbitration*, filed March 14, 2018; and

Exhibit 4: *Amended Notice of Entry of Order Re: MMAWC, LLC's Motion To Dismiss And To Compel Arbitration*, filed March 14, 2018.

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Dated: May 2, 2018.

MMAWC, LLC; Bruce Deifik;
And The Nancy And Bruce Deifik
Family Partnership LLLP
Appellants

Nevada, Clark County
State and County where signed

Maximiliano D. Couvillier III, Esq.
Name of Counsel of Record


Signature of Counsel of Record

CERTIFICATE OF SERVICE

I certify that on May 2, 2018 I served a copy of this completed docketing statement upon all counsel of record by mailing it by first class mail with sufficient postage prepaid to the following address(es):

Byron Thomas, Esq. (Bar 8906)
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Attorney for Respondents

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Ph. 702-67-4828
Assigned Supreme Court Mediator

/s/ Maximiliano D. Couvillier
An Employee of Kennedy & Couvillier

EXHIBIT 1
Complaint

1 BYRON E. THOMAS, ESQ.
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2 3275 S. Jones Blvd. Ste. 104
Las Vegas, Nevada 89146
3 Phone: 702 747-3103
byronthomaslaw@gmail.com
4 Attorney for Plaintiffs

5 **DISTRICT COURT**

6 **CLARK COUNTY, NEVADA**

7 ZION WOOD OBI WAN TRUST and
SHAWN WRIGHT as trustee of ZION
8 WOOD OBI WAN TRUST; WSOF
GLOBAL LLC, a Wyoming limited liability
9 company

Case No.: A-17-764118-C
Dept. No.: 27

10 Plaintiffs,

11 vs.

12 MMAWC, LLC d/b/a WORLD SERIES OF
FIGHTING a Nevada limited liability
13 company; MMAX INVESTMENT
PARTNERS INC. dba PROFESSIONAL
14 FIGHTERS LEAGUE, a Delaware
corporation; BRUCE DEIFIK, an individual;
15 CARLOS SILVA, an individual; NANCY
AND BRUCE DEIFIK FAMILY
16 PARTNERSHIP LLLP, Colorado limited
liability limited partnership; KEITH
17 REDMOND, an individual; DOES I through
X, inclusive; and ROE Corporations XX
18 through XXX, inclusive,

19 Defendants.
20

21 ///

22 ///

23 / //

24 ///

25 ///

26 ///

27 / //

28 1081992v.1

SUMMONS - CIVIL

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint.

MMAWC, LLC d/b/a WORLD SERIES OF FIGHTING

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:

(a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.

(b) Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

STEVEN D. GRIERSON
CLERK OF COURT

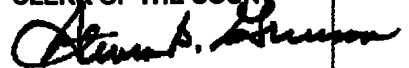
Submitted by:

By: Josefina San Juan 12/7/2017
Deputy Clerk Date

/s/ BYRON E. THOMAS

Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

NOTE: When service is by publication, add a brief statement of the object of the action. See Nevada Rules of Civil Procedure 4(b)



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3 Phone: 702 747-3103
byronthomaslaw@gmail.com
4 Attorney for Plaintiffs

5 DISTRICT COURT

6 CLARK COUNTY, NEVADA

7 ZION WOOD OBI WAN TRUST and
SHAWN WRIGHT as trustee of ZION
8 WOOD OBI WAN TRUST; WSOF
GLOBAL LLC, a Wyoming limited liability
9 company

Case No.: A-17-764118-C
Dept. No.: Department 27

10 Plaintiffs,

11 vs.

12 MMAWC, LLC d/b/a WORLD SERIES OF
FIGHTING a Nevada limited liability
13 company; MMAX INVESTMENT
PARTNERS INC. dba PROFESSIONAL
14 FIGHTERS LEAGUE, a Delaware
corporation; BRUCE DEIFIK, an individual;
15 CARLOS SILVA, an individual; NANCY
AND BRUCE DEIFIK FAMILY
16 PARTNERSHIP LLLP, Colorado limited
liability limited partnership; KEITH
17 REDMOND, an individual; DOES I through
X, inclusive; and ROE Corporations XX
18 through XXX, inclusive.

19 Defendants.

20 COMPLAINT

21 Plaintiffs, SHAWN WRIGHT, trustee of ZION WOOD OBI WAN TRUST and WSOF
22 GLOBAL LLC (hereinafter "Plaintiffs" by and through his undersigned counsel of record, Law
23 Offices of Byron Thomas complains and alleges against: MMAWC, LLC d/b/a WORLD SERIES
24 OF FIGHTING ("WSOF"), MMAX INVESTMENT PARTNERS INC dba PROFESSIONAL
25 FIGHTERS LEAGUE ("PFL"), BRUCE DEIFIK ("DEIFIK"), CARLOS SILVA ("SILVA"),
26 NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP ("DFP"), and KEITH
27 REDMOND ("REDMOND") (collectively "Defendants") as follows:
28

PARTIES

SHAWN WRIGHT, as trustee of ZION WOOD OBI WAN TRUST , is a Utah resident whose principal place of business is located in Clark County, Nevada.

ZION WOOD OBI WAN TRUST, a trust organized under the laws of the State of Nevada.

WSOF GLOBAL LLC, is a limited liability company organized pursuant to the laws of the state of Wyoming and conducting business in Clark County, Nevada.

Defendant MMAWC, LLC., is a limited liability company organized pursuant to the laws of the state of Nevada and conducting business in Clark County, Nevada.

Defendant MMAX INVESTMENT PARTNERS INC., is a corporation organized pursuant to the laws of the State of Delaware and conducting business in Clark County, Nevada.

Defendant BRUCE DEIFIK is an individual believed to reside in the State of Colorado and conducting business in Clark County, Nevada.

Defendant NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP, is a limited liability company organized pursuant to the laws of the state of Colorado and conducting business in Clark County, Nevada.

Defendant CARLOS SILVA is an individual believed to reside in the State of Maryland and conducting business in Clark County, Nevada.

Defendant KEITH REDMOND is an individual believed to reside in the State of Nevada and conducting business in Clark County, Nevada.

GENERAL ALLEGATIONS

1. Plaintiff Zion Wood Obi Wan Trust ("Zion") is a member of MMAWC, LLC d/b/a World Series of Fighting ("WSOF" or "MMAWC"). WSOF is a promoter of mixed martial arts events on NBC Sports.
2. WSOF experienced several financial shortfalls during 2012 to 2015.
3. Zion had made extensive loans to WSOF to allow for the continued operation and management of

- 1 WSOF. DEFENDANTS refused to repay the loans.
- 2 4. Zion had arranged to allow WSOF personnel to sublet its cooperative office space when WSOF
3 was forcibly evicted from its office space for non-payment of rent in 2013. DEFENDANTS
4 refused to pay any rent after they moved in.
- 5 5. Zion's control persons, Shawn Wright and Vince Hesser, had written agreements with WSOF for
6 other contractual payments and worldwide licensing. DEFENDANTS refused to honor the terms
7 of those agreements as well.
- 8 6. Zion's membership interest was 10.5% and WSOF executed agreements that it was non-dilutable.
9 DEFENDANTS refused to honor the terms and diluted Zion's interest.
- 10 7. Zion filed suit against WSOF, WSOF responded and filed counterclaims against Zion.
- 11 8. On or about February 19, 2016. The parties resolved their disputes pursuant to a settlement
12 agreement (the "Settlement Agreement"). Pursuant to the Settlement Agreement the parties also
13 agreed to amend the WSOF Operating Agreement (the "Amended Operating Agreement").
- 14 9. As part of the Settlement Agreement, Zion agreed to reduce its 10.5 % non-dilutable interest in
15 WSOF to "4.50% of the total outstanding ownership units in WSOF (and any of its current
16 or future subsidiaries, parents, successors or assigns), which interest shall remain non-
17 dilutable..."
- 18 10. The Amended Operating Agreement was attached to the Settlement Agreement as an Exhibit and
19 fully incorporated into the Settlement Agreement.
- 20 11. In fact, Paragraph 5.5(b) of the Operating Agreement specifically states: "Notwithstanding
21 anything contained in this Agreement, the Members agree that Zion's interest in the Company
22 shall be deemed non-dilutable (unless Zion agrees in writing that such interest may be diluted).
23 Accordingly, if at any time after the Effective Date additional Units of the Company are issued,
24 Units of the Company shall also be issued to Zion so that Zion at all times holds four and one half
25 percent (4.5%) of the issued and outstanding Units of the Company. Zion will have no obligation
26 to make any future capital calls."
- 27 12. Zion is informed and believes that DEIFIK subsequently created a new entity and put all of the
28 WSOF assets into the entity named MMAX INVESTMENT PARTNERS dba PROFESSIONAL

1 FIGHTERS LEAGUE, or PFL (the "Successor Company").

2 13. Zion is informed and believes WSOF received a certain sum of money for the asset transfer but
3 still holds an interest in the Successor Company.

4 14. According to a press releases by DEFENDANTS, the Successor Company continued to put on
5 events and operate under the "World Series of Fighting" brand for several months, utilized the
6 same offices, employees, fighters, social media accounts, website, operating contracts, NBC
7 platform, etc., but then announced to change its name, but still continues its existing business to
8 promote MMA events on NBC Sports.

9 15. The Successor Company is a either "subsidiary, parent, successor, or assign" of WSOF as
10 contemplated in the Settlement Agreement.

11 16. Carlos Silva and Ray Sefo were the principal management team of WSOF, and Sefo will serve as
12 President of fighting operations for the Successor Company, while Silva is the President of event
13 production and business operations for the Successor Company.

14 17. According to statements by DEFENDANTS, WSOF still exists today, and WSOF is apparently a
15 roughly 40% member of the Successor Company PFL.

16 18. DEFENDANTS claim in press releases that 60% of the company "was sold" for \$15M
17 (amounting to \$250,000 per 1%), but have produced no evidence of that to Zion.

18 19. Zion was also not provided the opportunity to participate in the sale of these interests.

19 20. DEFENDANTS refused to disclose to Zion who the other 60+% assignment of WSOF went to.

20 21. DEFENDANTS then stated to Plaintiffs that they do not own a 4.5% interest in the Successor
21 Company, and are therefore being diluted in breach of the Settlement Agreement.

22 22. DEIFIK had mentioned to Plaintiffs that he was still making capital calls, which supports the fact
23 that this was not a true arms-length sale, but an insider transaction intended to dilute and defraud
24 Plaintiffs of their ownership.

25 23. This appears to merely be another DEIFIK orchestrated asset transfer by DEFENDANTS to
26 circumvent the Settlement Agreement and to deprive Plaintiffs of their rights and dilute their
27 ownership interests.

28 24. Zion is entitled to a 4.5% non-dilutable direct stake in the Successor Company.

- 1 25. Further, on January 20, 2017, DEFENDANTS then filed a Form D with the SEC stating they
2 were selling \$25M of securities to 31 investors.
- 3 26. On October 5, 2017, DEFENDANTS then filed another Form D with the SEC stating they are
4 now selling \$10M of preferred stock to 27 investors which is convertible into more common
5 shares.
- 6 27. DEFENDANTS refuse to produce the offering documents, and the financial projections to Zion
7 under these stock offerings.
- 8 28. Zion is under information and belief that DEIFIK has purchased some of those securities directly
9 diluting Zion's interest.
- 10 29. In an effort to deceive and defraud Zion after attempting to dilute Zion, DEFENDANTS then
11 offered only \$350,000 for Zion's non-dilutable interests while conducting these stock offerings.
- 12 30. DEFENDANTS know that Zion's interests would be valued at a minimum of \$1,125,000 based
13 on their own internal documents and SEC filings (if true), and what is being "sold" to other
14 investors.
- 15 31. Zion is also concerned that DEFENDANTS are not being forthcoming to these purported
16 investors as to Zion's non-dilutable position (and other licensing issues disclosed below), and
17 therefore could be deceiving the investment public and/or opening up the company for investment
18 fraud claims.
- 19 32. In addition, Zion does not have the final asset transfer agreements between WSOF and the
20 Successor Company and DEFENDANTS refuse to produce those documents as well.
- 21 33. Zion has been relying on press statements to glean details of the final deals.
- 22 34. Therefore, Zion also requested a review of the books and records of WSOF so as to ascertain
23 whether its interests had been protected.
- 24 35. Zion has the right to inspect the books and records in accordance with the Settlement Agreement
25 and Operating Agreement of WSOF.
- 26 36. DEFENDANTS have refused to allow Zion to inspect the books and records of WSOF in direct
27 contravention of NRS 86.241.
- 28 37. Moreover, without a direct stake in the Successor Company, this is clearly dilutive of the Zion's

1 interest.

2 38. The Successor Company knew or should have known about the Settlement Agreement and the
3 obligations that it would incur to protect Zion's interest.

4 39. The actions of WSOF, the Successor Company, and all DEFENDANTS constitute a breach of the
5 Settlement Agreement and Zion has been damaged because of these breaches.

6 40. In addition, several other issues have been brought to Zion's attention that implicate
7 DEFENDANTS in schemes or artifice to defraud.

8 NYC EVENT

9 41. DEFENDANTS promoted an MMA event in New York City on December 31, 2016.

10 42. DEFENDANTS then filed a required New York State Department of Taxation and Finance form
11 to report all income from the event.

12 43. DEFENDANTS reported \$0 income from broadcasting rights to New York State.

13 44. DEFENDANTS then sent Zion an internal financial report for the event.

14 45. DEFENDANTS reported to Zion that they had \$190,000 in broadcasting revenue from NBC for
15 the NYC event.

16 46. Zion is under the belief that DEFENDANTS are either manipulating the financial statements to
17 deceive Zion and the investment public.

18 47. DEFENDANTS continue to refuse to allow Zion an inspection of the books and records.

19 LICENSING RIGHTS

20 48. On or about October 15, 2012 Vince Hesser had entered into a master licensed agreement with
21 WSOF.

22 49. The Master License Agreement gave Mr. Hesser the exclusive right to license the WSOF brand
23 outside of the United States.

24 50. Subsequently, Vince Hesser assigned the Master License Agreement to WSOF GLOBAL
25 LIMITED and its successor WSOF Global LLC ("GLOBAL").

26 51. DEFENDANTS previously attempted to falsely deny the Master License Agreement existed and
27 attempted to tortuously interfere in the rights and business of GLOBAL.

28 52. A dispute arose over the terms of the license agreement and parties instituted litigation. The

1 parties were able to reach a resolution of their disputes, and GLOBAL also became a party to the
2 Settlement Agreement.

3 53. As a part of the Settlement Agreement the parties amended the Master License Agreement.
4

5 The Settlement Agreement and Amended License Agreement read as follows:

6 Paragraph 2 of the Settlement Agreement: The 10/15/12 Hesser License shall be
7 reaffirmed and remain in full force and effect as of the date of this Agreement, as amended by
8 the execution of the Amendment to Consulting and Master Licensing Agreement in the form
9 attached hereto and incorporated herein as Exhibit B. The license is a material part of
10 settlement on behalf of Hesser and Wright and is not subject to any modification,
11 cancellation, assignment, pledge, lien, or encumbrance by WSOF or any of its creditors
12 and shall survive any restructure, sale, receivership or bankruptcy of WSOF.
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54. The Amended License Agreement paragraph 1 also states: “[t]his Agreement shall be binding upon and shall survive any successors of MMA, or its ownership, tradenames or trademarks.”

55. Therefore, the Successor Company is obligated to comply with the terms and conditions of the Amended License Agreement and the Settlement Agreement.

56. Over the following several months after settlement, GLOBAL executed agreements for media content sharing rights from several MMA organizations from all over the world on six continents based on the WSOF license branding.

57. GLOBAL’s rights consist of over 100 international events per year, at a cost to produce of tens of millions of dollars, which dwarf the mere 8-10 events per year organized by DEFENDANTS.

58. WSOF initially complied with the Settlement Agreement and as documented in a phone conversation, DEIFIK told DEFENDANTS to let GLOBAL do what they want to and leave them alone.

59. GLOBAL attempted to keep WSOF informed of its upcoming events, but would receive childish email responses from the chief officers of WSOF such as: “Hey idiot don’t send me your stupid emails again!!!”, or phone calls threatening violence against GLOBAL employees. These same officers continue to operate the PFL brand.

60. GLOBAL continued to operate its business unfettered under this “naked” license arrangement which helped promote the overall brand name.

61. Upon disclosure by DEFENDANTS that an asset transfer was about to take place, Zion’s principals received an email on December 16, 2016 from Chris Childs, purported legal counsel for DEFENDANTS, representing and affirming that the apparent Successor Company will be honoring the license

62. The Successor Company obviously knew or should have known it was bound by the Agreements.

1 63. To then add insult to injury, after the asset transfer, DEFENDANTS changed the
2 name of the company from "World Series of Fighting" to "Professional Fighters League"
3 without any prior notice to its licensee GLOBAL, and reported such in a formal email to all
4 fighters from Mr. Ray Sefo.

5 64. DEFENDANTS publicly stated in press releases they have discontinued and
6 abandoned the license name ("World Series of Fighting") agreed to in the Settlement
7 Agreement, and will now use the PFL name exclusively.

8 65. At no point did the Successor Company notify GLOBAL about any changes in
9 name or changes in business operation.

10 66. For a period of time, the Successor Company appeared to continue to operate as
11 in the past, even after the name change to PFL.

12 67. In a documented phone conversation, DEIFIK spoke with Mr. Vince Hesser of
13 GLOBAL and stated that he didn't make the decision, but Russ Ramsey, a PFL board
14 member, made the sole decision to change the company name which damaged GLOBAL.
15 DEIFIK further stated "Ramsey has a f***ing ego the size of Texas and Ramsey was a
16 moron for changing the name."

17 68. Upon information and belief, and based on DEIFIK's past egregious behavior,
18 GLOBAL believes DEIFIK made the ultimate decision to change the name to purposefully
19 damage GLOBAL.

20 69. DEFENDANTS then improperly removed GLOBAL's required website link
21 from their homepage (and refused to comply with other terms) as required under the
22 Settlement Agreement.

23 70. DEFENDANTS actions were oppressive and made to directly damage
24 GLOBAL and its business.

25 71. Further, the Amended License states GLOBAL's rights to the Licensed Marks
26 are defined as follows:

27 "Licensed Marks" means, without limitation, any and all trademarks, service marks, logos,
28 insignias, designs, and all other commercial symbols which MMA now uses or hereafter
adopts to identify the source and origin of its goods and services, including but not limited to,

1 WSOF, World Series of Fighting, and any other marks owned or registered by MMA as
2 of the Effective Date or in the future, in the form and format and with the designs or logos
3 indicated by MMA from time to time.

4 72. GLOBAL has the right to use "Professional Fighters League" ("PFL") and its marks in
5 accordance with the Settlement Agreement and the Amended License Agreement.

6 73. An email was sent to SILVA (whom continued to act as an officer and/or director of both
7 WSOF and the Successor Company) on April 20, 2017 with my clients' expectation that the
8 Agreement would be honored.

9 74. SILVA emailed back and denied the rights afforded my clients and has thus breached said
10 Settlement Agreement.

11 75. DEFENDANTS' decision to disband the WSOF brand and refusal to honor the Settlement
12 Agreement and allow GLOBAL to license to the Successor Company Brand has caused
13 severe and significant damage to GLOBAL.

14 76. Several media agreements are in jeopardy due to the direct oppressive and harmful actions of
15 DEFENDANTS, which would cost GLOBAL tens of millions of dollars to replace.

16 77. GLOBAL is also concerned that DEFENDANTS are not disclosing properly that GLOBAL
17 holds the licensing rights for "Professional Fighters League" to unsuspecting investors being
18 lured in under their SEC filings.

19
20 **DEIFIK, SILVA AND ABDELAZIZ**

21 78. Ali Abdelaziz ("ABDELAZIZ") was employed at WSOF as Vice President of
22 Matchmaking.

23 79. At some point in time, serious concerns arose as to the illegality of his employment as an
24 officer of the promotion, and concurrently as the matchmaker for the WSOF under Nevada
25 law.

26
27 80. Upon information and belief, ABDELAZIZ was in the US illegally, which was why he was
28 never seen or could never go to any of the WSOF Canada events. He would never be

1 allowed back in the country through US customs.

2 81. Upon information and belief, ABDELAZIZ past was riddled with allegations of deceit,
3 fraud, misrepresentation, and connections to Islamic terrorism against US citizens.

4 82. ABDELAZIZ had tried to conceal his management of fighters by leaving the manager name
5 blank on internal fighter reports, and placing his management company ("Dominance")
6 under his wife's name.

7 83. Upon information and belief, ABDELAZIZ lured many fighters away from their current
8 managers by offering them fights with higher purses at WSOF if (and only if) they signed
9 under his company Dominance so he could get the management fees on inflated purses at the
10 expense of the investors.
11

12 84. Upon information and belief ABDELAZIZ always attempted to match his fighters against far
13 inferior fighters, so his fighters would win a high majority of the time.

14 85. Upon information and belief, this insured heavy increasing payments to ABDELAZIZ
15 personally.
16

17 86. Other employees stated ABDELAZIZ was also skimming money from certain sponsor
18 payments (Auto Shopper, etc.) where he would receive the funds personally and remit partial
19 funds to WSOF, and by accepting unreported gifts (such as a new car).

20 87. Zion inferred his actions to be illegal under Nevada law, and upon finding these facts, Zion
21 brought all of these issues to DEIFIK and SILVA's attention to remediate.

22 88. DEIFIK agreed he would terminate ABDELAZIZ, but failed to do so for unknown reasons,
23 and instead started defaming Zion and its principals.
24

25 89. Internal employees at WSOF overheard conversations with SILVA and ABDELAZIZ on the
26 phone with their attorney, and began texting the conversation to GLOBAL employees.

27 90. SILVA being aware of all the above facts but nonetheless stated: "*We need to do anything we*
28 *have to, to keep Ali in power because I rely on him so much*". He went on to discuss "*how*

1 *Ali transferred his management company to his wife, but they aren't sure if Nevada is a*
2 *community property state."*

3 91. SILVA then went on, "*Bruce ("DEIFIK"), Barry and I are already addressing this Ali thing.*
4 *We recognize there are some things to tighten up."*

5 92. SILVA continued, "*We need to discover it, dot the I's and cross the T's before someone else*
6 *does it."*

7 93. All of these were screen captured by text message. Zion was shocked by the conversation to
8 conceal the illegal behavior.

9 94. Zion demanded DEIFIK do the right thing for company and its investors and remove
10 ABDELAZIZ immediately.

11 95. A dispute arose over the issues and parties instituted litigation. The parties were able to reach a
12 resolution of their disputes.

13 96. Unfortunately for the members of WSOF (including Zion), DEFIK and SILVA continued to work
14 closely with ABDELAZIZ, which created more severe operating losses.

15 97. DEIFIK and SILVA continued to allow ABDELAZIZ to be matchmaker even after settlement,
16 but enlisted Ray Sefo to publicly state falsely that he had always been the WSOF matchmaker.

17 98. Eventually, DEIFIK and SILVA terminated ABDELAZIZ after they were forced to go
18 before the Nevada Athletic Commission over the issue.

19 99. DEIFIK and SILVA continued to use ABDELAZIZ throughout 2016 after termination and
20 have knowingly damaged the WSOF license brand by their actions, thereby causing further
21 irreparable damage to GLOBAL.

22 GLOBAL CHINA OPERATIONS

23 100. GLOBAL has MMA event content all over the world including from Philippines, Japan,
24 China, Australia, Malaysia, Italy, Spain, UK, Sweden, South Africa, and more.

25 101. GLOBAL had entered the China market and had its world press conference in the Great

1 People's Hall in Tiananmen Square in Beijing, China. This was an extremely rare
2 accomplishment for a sports league, with several Chinese government officials in attendance,
3 and was also announced on CCTV5 which airs to over 1 billion people.

4 102. GLOBAL was also working on a sports partnership to bring MMA content to several
5 cities in China with a State owned agency and sponsor partners.

6 103. GLOBAL had received an offer to invest over 100M rmb (about \$16M USD) to further
7 the promotion of WSOF in China and to promote foreign fighters in their events alongside
8 Chinese fighters.
9

10 104. Before the deal was consummated, DEFENDANTS then announced the name change to
11 "PFL" without notice to GLOBAL, and the discontinuance of WSOF.

12 105. DEFENDANTS further unilaterally refused to allow GLOBAL its contractual rights to
13 use the PFL name, and PFL has attempted to abandon its own contractual obligations in
14 breach of the Settlement Agreement.
15

16 106. Due to DEFENDANTS oppressive actions, the partnership is now at risk of loss.

17 107. GLOBAL has been damaged by the malicious actions, tortious business interference,
18 and breach of contract by DEFENDANTS.

19 CLAIMS FOR RELIEF

20 **FIRST CLAIM FOR RELIEF**

Breach of Contract - Settlement Agreement

21 **(As against Defendants MMAWC, Deifik, DFP, PFL and Silva; hereinafter the "Settlement
22 Defendants")**

23 108. Plaintiffs repeat, re-allege and incorporate by reference all preceding paragraphs of the
24 Complaint as though fully set-forth herein.

25 109. Plaintiffs entered into the Settlement Agreement with the Settlement Defendants.

26 110. The Settlement Defendants have breached the terms of the Settlement Agreement, by
27 attempting to dilute the terms of the settlement agreement concerning the non-dilution of its
28 interest and transfer of the assets of MMAWC to another entity PFL.

1 111. The Settlement Defendants breached the Settlement Agreement as to WSOF Global by
2 breaching the terms of Licensing Agreement and diluting all economic value from the Licensing
3 Agreement.
4

5 112. The Settlement Defendants have asserted an apparent repudiation or abandonment of its duties
6 to perform pursuant to said agreement and have otherwise breached the terms of said agreement.

7 113. Therefore the Settlement Defendants have breached their contractual obligations, as stated
8 herein causing damage to Plaintiffs' damages.

9 114. As a result of the breaches described herein, Plaintiffs have suffered damages in excess of
10 \$10,000 and is entitled to an award as and for their damages incurred herein.

11 115. It has been necessary for Plaintiffs to retain the services of attorneys to prosecute this action and
12 therefore Plaintiffs are entitled to recover reasonable attorney's fees and costs incurred in
13 accordance with the law, including, without limitation, as special damages.

14
15 **SECOND CLAIM FOR RELIEF**
Breach of the Implied Covenant of Good Faith and Fair Dealing
(As against all Defendants)

16 116. The Plaintiffs repeat, re-allege and incorporate by reference all proceeding paragraphs of the
17 Complaint as though fully set-forth herein.

18 117. Implied in every contract in Nevada is the implied covenant of good faith and fair dealing.
19

20 118. The Defendants have breached the implied covenant of good faith and fair dealing.

21 119. The Defendants have deprived Plaintiffs of the benefit of their bargain for the above outlined
22 reasons.

23 120. The Plaintiffs have been injured in an amount in excess of \$10,000 as a direct and proximate
24 cause of the actions of Defendants, Plaintiffs have performed all obligations due and owing under
25 the Licensing Agreement.

26 121. The Plaintiffs have been required to retain the services of an attorney to prosecute this action
27 and therefore, are entitled to an award of reasonable attorney's fees and costs incurred herein.

28 **THIRD CLAIM FOR RELIEF**

**Declaratory Relief
(As against all Defendants)**

122. The Plaintiffs repeat, re-allege and incorporate by reference all proceeding paragraphs of the Complaint as though fully set-forth herein.

123. A justiciable controversy exists as Plaintiffs have asserted a claim of right as to the Property Interest in the Settlement Agreement.

124. Under N.R.S. § 30.010 et seq., the Uniform Declaratory Judgment Act, any person interested under a written contract or other writings constituting a contract, or whose rights, status or other legal relations are affected by a contract, may have determined any question of construction or validity arising under the contract and obtain a declaration of rights, status or other legal relations thereunder.

125. The Settlement Defendants have thus far failed to demonstrate that they intend to continue to honor their obligations pursuant to the Settlement Agreement.

126. Accordingly, the controversy is between persons whose interests are adverse.

127. Note Plaintiffs have legally protectable interests in the controversy, i.e., their rights or interest in the property under Nevada law.

128. The issues involved in the controversy are ripe for judicial determination because there is a substantial controversy, among parties having adverse legal interests, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.

129. Plaintiffs therefore seek declaration(s) from this Court with respect to their interests in the property as contemplated by the Settlement Agreement.

130. Plaintiffs have been required to retain the services of counsel to prosecute this matter and, as such, are entitled to an award of their costs and reasonable attorneys' fees incurred herein.

**FOURTH CLAIM FOR RELIEF
Intentional Interference with Prospective Economic Advantage
(As against all Defendants)**

131. Plaintiffs repeat and reallege each and every previous allegation contained herein as though set forth fully herein at length.

132. A prospective contractual relationship exists or existed between Plaintiffs and numerous third

1 parties including promotion companies, fighters and managers.

2 133. Defendants knew of these prospective relationships.

3 134. Defendants intended to harm Plaintiffs by preventing the relationships.

4 135. The interference was improper and/or unlawful.

5 136. Defendants had no privilege or justification.

6 137. Defendants' conduct resulted in actual harm to Plaintiff.

7 138. Plaintiffs have been required to retain the services of an attorney to prosecute this action and are
8 entitled to an award of attorney's fees and costs incurred herein.

9 **FIFTH CLAIM FOR RELIEF**
10 **Tortious Interference with Contract**
(As against all Defendants)

11 139. Plaintiffs repeat and reallege each and every previous allegation contained herein as though set
12 forth fully herein at length.

13 140. A contract existed between Plaintiffs and Defendants, as well as numerous third parties
14 including promotion companies, fighters and managers.

15 141. MMAX knew of these contractual relationships.

16 142. The actions of MMAX, as outlined above, were intentional and intended to interfere with these
17 contractual relations.

18 143. The interference was improper and/or unlawful and actually interfered with Plaintiffs
19 contractual relationships.

20 144. MMAX had no privilege or justification.

21 145. Defendants' conduct resulted in actual harm to Plaintiff.

22 146. Plaintiffs have been required to retain the services of an attorney to prosecute this action and are
23 entitled to an award of attorney's fees and costs incurred herein.

24 ///

25 ///

26 ///

27 ///

SIXTH CLAIM FOR RELIEF
Alter Ego Claim
(As against MMAWC and Deifik Defendants)

147. Plaintiffs repeats, re-allege, and incorporate by reference all proceedings paragraphs of the Complaint as though fully set-forth herein.

148. There is a unity of interest between Defendant Deifik and Defendant Nancy and Bruce Deifik Family Partnership LLLP to the extent that Mr. Deifik is inseparable from said Partnership.

149. Since Deifik's usurpation of control over MMAWC, there has existed, a unity of interest and ownership such that any separateness between Defendant Deifik and Defendant Nancy and Bruce Deifik Family Partnership LLLP and MMAWC has ceased to exist in that Deifik has completely controlled, dominated, manipulated, managed and operated MMAWC since his usurpation for his own personal benefit.

150. Defendants Deifik and Nancy and Bruce Deifik Family Partnership LLLP and MMAWC are, and at all times mentioned here were, a mere shell, instrumentality and conduit through which Defendant Deifik carried his own activities in the corporate name, exercising such complete control and dominance over the activities of MMAWC and the Partnership to such an extent that any individuality or separateness of said parties does not, and at all relevant times did not, exist.

151. Adherence to the fiction of the separate existence of Defendants Deifik and Nancy and Bruce Deifik Family Partnership LLLP and MMAWC as entities distinct and apart from Defendant Deifik would permit an abuse of the corporate privilege and would promote and sanction fraud, injustice and an inequitable result in that Deifik has used MMAWC for the purpose of defrauding, misleading and injuring Plaintiffs as set forth here.

152. The use of Defendants Nancy and Bruce Deifik Family Partnership LLLP and MMAWC by Defendant Deifik for the purposes of defrauding, misleading and injuring Counter-claimant is the proximate cause of Plaintiffs' damages as stated here.

153. The Court should enter a judgment and declaration piercing the corporate veil of Bruce Deifik Family Partnership LLLP and MMAWC as the alter ego of Deifik and MMAWC and personally responsible for their actions complained of here.

///

SEVENTH CLAIM FOR RELIEF
Breach of Fiduciary Duty
(As against Deifik, Silva and Redmond)

154. Plaintiffs repeats, re-allege, and incorporate by reference all proceedings paragraphs of the Complaint as though fully set-forth herein.

155. As alleged above Defendant Deifik, Silva, and Redmond are managers, directors, officers and/or control persons of MMAWC and/or PFL.

156. As managers, directors, officers and/or control persons, Defendants Deifik, Silva, and Redmond owed a fiduciary duty to Plaintiffs.

157. Plaintiffs alerted Defendants Deifik, Silva, Redmond, and other Defendants to the breaches of the Settlement Agreement, and the existence of valid claims against the other Defendants. Plaintiffs demanded that Defendants Deifik, Silva, and Redmond cause the board of directors they dominated to take action. However, Defendants dominated the board of directors and prevented MMAWC from taking actions in breach of their fiduciary duties.

158. Defendants Deifik, Silva, and Redmond's actions were the direct and proximate cause of Plaintiffs' injuries.

159. Plaintiff has been required to retain the services of an attorney to prosecute this matter and therefore, is entitled to an award of reasonable attorney's fees and costs incurred herein.

EIGHTH CLAIM FOR RELIEF
Civil RICO
(As against all Defendants)

160. Plaintiffs repeats, re-alleges and incorporate by reference all preceding paragraphs of the Complaint as though fully set-forth herein.

161. The conduct of Defendants as outlined above was a part of a fraudulent scheme designed to defraud Plaintiffs of money and property.

162. The conduct of Defendants constitutes a "crime related to racketeering," the taking of property from another under circumstance not amounting to robbery pursuant to NRS 207.360(9)

163. The conduct of Defendants constitutes a "crime related to racketeering" namely obtaining possession of property valued at \$250.00.

164. Defendants engaged in at least two crimes related to racketeering they have engaged in

1 racketeering activity as defined by NRS 207.390.

2 165. The racketeering activity of Defendants constitutes as criminal syndicate or enterprise
3 pursuant to NRS 207.370 and NRS 207.380.

4 166. Defendants participated in racketeering activity in violation of NRS 207.400.

5 167. Defendants with criminal intent, received proceeds derived from racketeering activity in
6 violation of NRS 207.400(1)(a).

7 168. Defendants acquired and maintained interest and/or control of the enterprise in violation
8 of NRS 207.400(1)(b).

9 169. Defendants were associated with the enterprise to participate both directly and indirectly
10 in the affairs of the enterprise through racketeering activity and or through the affairs of the
11 enterprise in violation of NRS 207.400(1)(c).

12 170. Defendants intentionally organized, managed, directed, supervised, and or financed a
13 criminal syndicate in violation of NRS 207.400(1)(d).

14 171. Defendants furnished assistance in the conduct of the affairs of the criminal syndicate
15 with the intent to promote or further the criminal objectives of the syndicate in violation of NRS
16 207.400(1)(f).

17 172. Defendants actions as averred in this claim for relief were done either in conscious
18 disregard for the rights of others, or in reckless disregard of the consequences of their actions, and
19 were therefore done with either express or implied malice.

20 173. Defendants' actions were the direct and proximate cause of Plaintiffs' injuries.

21 174. Plaintiffs have been required to retain the services of an attorney to prosecute this matter
22 and therefore, is entitled to an award of reasonable attorney's fees and costs incurred herein.

23 **NINTH CAUSE OF ACTION**
24 **Specific Performance**
25 **(As against all Defendants)**

26 182. Plaintiffs repeat, re-allege and incorporate by reference all proceeding paragraphs of the
27 Complaint as though fully set-forth herein.

28 183. At the time Plaintiffs and Defendants entered into the settlement agreement and license

1 agreement, the consideration Plaintiffs did proffer and perform under the agreements was adequate
2 and the agreement is just and reasonable as to Defendants.

3 184. Plaintiffs have demanded that Defendants full perform and oblige their duties under the
4 settlement and license agreements.

5 185. Defendants have refused and continue to refuse to perform as required by the terms of the
6 agreements.

7 186. Plaintiff has no adequate remedy at law to enforce the provisions of the agreements other
8 than specific enforcement of the agreements.

9 187. Plaintiff is entitled to specific performance of the terms, conditions, and provisions of the
10 agreements by court decree.

11 188. Plaintiff is entitled to compensation incidental to a decree of specific performance.

12 189. Plaintiffs have been required to retain the services of an attorney to prosecute this matter and
13 therefore, is entitled to an award of reasonable attorney's fees and costs incurred herein

14 **TENTH CAUSE OF ACTION**
15 **Unjust Enrichment**
16 **(As against all Defendants)**

17 190. Plaintiffs repeat, re-allege and incorporate by reference all proceeding paragraphs of the
18 Complaint as though fully set-forth herein.

19 191. These Defendants have knowingly obtained substantial benefits from their actions as
20 described above.

21 192. It would be unjust for the Defendants to accept and retain such benefits without
22 compensating Plaintiffs for the value of the benefits which they received.

23 193. As a direct and proximate result of Defendants' actions, it has become necessary for Plaintiffs
24 to retain the services of an attorney to protect their rights and prosecute this Claim.

25 194. Plaintiff reserves the right to amend this Complaint under the Nevada Rules of Civil
26 Procedure as further facts become known.

27 ///

28 ///

1
2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, Plaintiffs pray for judgment against Defendants, and each of them,
4 as follows:

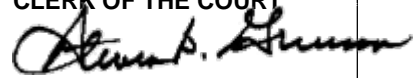
- 5 1. For damages in an amount to be proven at the time of trial;
6 2. For prejudgment interest;
7 3. For punitive damages as may be applicable; without limitation, as special and/or
8 punitive damages incurred;
9 4. For the costs of suit herein incurred, including Plaintiffs' costs and attorneys' fees
10 herein, as allowed by law;
11 5. For an Order granting declaratory and equitable relief including a determination by
12 the Court that a valid and binding contract exists; that Plaintiffs performed in full;
13 that Defendants are obliged to perform or otherwise as the Court deems proper; and
14 6. For such other and further relief as the Court deems proper and prudent.

15 Dated this __2nd__ day of November, 2017.

16 LAW OFFICES OF BYRON THOMAS

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28

EXHIBIT 2
Order Deny Motion To Compel Arbitration



ORDR
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DISTRICT COURT

CLARK COUNTY, NEVADA

ZION WOOD OBI WAN TRUST and SHAWN
WRIGHT as trustee of ZION WOOD OBI WAN
TRUST; WSOF GLOBAL, LLC, a Wyoming
limited liability company,

Plaintiffs,

v.

MMAWC, LLC d/b/a WORLD SERIES OF
FIGHTING a Nevada limited liability company;
MMAX INVESTMENT PARTNERS, INC. dba
PROFESSIONAL FIGHTERS LEAGUE, a
Delaware corporation; BRUCE DEIFIK, an
individual; CARLOS SILVA, an individual;
NANCY AND BRUCE DEIFIK FAMILY
PARTNERSHIP LLLP, a Colorado limited
liability partnership; KEITH REDMOND, an
individual; DOES I through X, inclusive; and
ROE Corporations XX through XXX, inclusive,

Defendants.

CASE NO.: A-17-764118-C
DISTRICT COURT DEPT: 27

**ORDER RE: MMAWC, LLC's MOTION
TO DISMISS AND TO COMPEL
ARBITRATION**

On February 21, 2018, the Court heard the *Motion to Dismiss and To Compel Arbitration* ("Motion") by Defendant MMAWC, LLC ("MMAWC"). Maximiliano D. Couvillier III, Esq. appeared on behalf of MMAWC. Byron Thomas, Esq. appeared on behalf of Plaintiffs. The

1 Court has considered the Motion, all related briefs and documents on file, and the argument of
2 counsel. For good cause appearing:

3 1) The Motion is **GRANTED IN PART** with respect to Plaintiffs' Eighth Cause of
4 Action for RICO. Plaintiffs' Eighth Cause of Action for RICO is dismissed without prejudice.
5 Plaintiffs have leave to amend their RICO claim and file an amended complaint after some
6 discovery, but must inform the Court on or before March 23, 2018, whether they intend to amend
7 their RICO claim; and


8 2). The Motion is **DENIED** in all other regards. The Court declines to compel
9 arbitration because it finds the arbitration provision at issue is void pursuant to NRS 597.995.

10 Dated: March 7, 2018.

11
12 Nancy L. Aho
13 District Court Judge
14 *AL*

15 Respectfully Submitted By,

16 **BLACK & LOBELLO**

17
18 
19 Maximiliano D. Couvillier III, Esq., Bar #7661
20 mcouvillier@blacklobello.law
21 Attorneys for Defendant MMAWC, L.L.C.

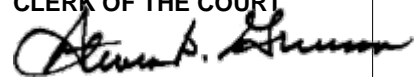
22 Approved to Form and Content,

23 **LAW OFFICE OF BYRON THOMAS**

24
25 DECLINED
26 Byron Thomas, Esq., Bar #8906
27 byronthomaslaw@gmail.com
28 Attorneys for Plaintiffs

EXHIBIT 3
Notice of Entry Of Order

(to avoid duplication the copy of the Order attached to the Notice of Entry is not attached here).



**NOE
BLACK & LOBELLO**
Maximiliano D. Couvillier III, Esq. (Bar No. 7661)
10777 West Twain Avenue, Third Floor
Las Vegas, Nevada 89135
Ph. (702) 869-8801
Fax (702) 869-2669
mcouvillier@blacklobello.law

Attorneys for Defendants MMAWC, L.L.C

DISTRICT COURT

CLARK COUNTY, NEVADA

ZION WOOD OBI WAN TRUST, and SHAWN
WRIGHT as trustee of ZION WOOD OBI WAN
TRUST; WSOF GLOBAL, LLC, a Wyoming
limited liability company,

Plaintiff,

v.

MMAWC, LLC d/b/a WORLD SERIES OF
FIGHTING a Nevada limited liability company;
MMAX INVESTMENT PARTNERS, INC. dba
PROFESSIONAL FIGHTERS LEAGUE, a
Delaware corporation; BRUCE DEIFIK, and
individual; CARLOS SILVA, an individual;
NANCY AND BRUCE DEIFIK FAMILY
PARTNERSHIP LLLP, a Colorado limited
liability partnership; KEITH REDMOND, an
individual; DOES I through X, inclusive; and
ROE Corporations XX through XXX, inclusive,

Defendants

CASE NO.: A-17-764118-C
DEPT. NO.: 27

**NOTICE OF ENTRY OF ORDER RE:
MMAWC, LLC's MOTION TO DISMISS
AND TO COMPEL ARBITRATION**

PLEASE TAKE NOTICE that a ORDER RE: MMAWC, LLC's MOTION TO DISMISS AND

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///

1 TO COMPEL ARBITRATION was entered in the above-entitled matter on the 13th day of March
2 2018, a copy of which is attached hereto.

3
4 Dated this 14th day of March 2018.

5 **BLACK & LOBELLO**

6
7 /s/ Maximiliano D. Couvillier III, Esq.
8 Maximiliano D. Couvillier III, Esq. SBN 7661
9 mcouvillier@blacklobello.law
10 *Attorneys for Defendants*

11 **CERTIFICATE OF SERVICE**

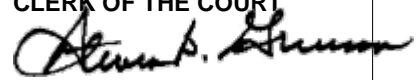
12 I certify that on this 14th day of March 2018. I electronically filed the foregoing **NOTICE**
13 **OF ENTRY OF ORDER RE: MMAWC, LLC's MOTION TO DISMISS AND TO COMPEL**
14 **ARBITRATION** using the Court's electronic filing and service system, which provides service
15 to the following users:

16
17
18
19 /s/ Mariella Dumbrique
20 An Employee of Black & LoBello
21
22
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EXHIBIT 4

Amended Notice of Entry Of Order

(to avoid duplication the copy of the Order attached to the Amended Notice of Entry is not attached here).



**NOE
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mcouvillier@blacklobello.law

Attorneys for Defendants MMAWC, L.L.C

DISTRICT COURT

CLARK COUNTY, NEVADA

ZION WOOD OBI WAN TRUST, and SHAWN
WRIGHT as trustee of ZION WOOD OBI WAN
TRUST; WSOF GLOBAL, LLC, a Wyoming
limited liability company,

Plaintiff,

v.

MMAWC, LLC d/b/a WORLD SERIES OF
FIGHTING a Nevada limited liability company;
MMAX INVESTMENT PARTNERS, INC. dba
PROFESSIONAL FIGHTERS LEAGUE, a
Delaware corporation; BRUCE DEIFIKE, and
individual; CARLOS SILVA, an individual;
NANCY AND BRUCE DEIFIKE FAMILY
PARTNERSHIP LLLP, a Colorado limited
liability partnership; KEITH REDMOND, an
individual; DOES I through X, inclusive; and
ROE Corporations XX through XXX, inclusive,

Defendants

CASE NO.: A-17-764118-C
DEPT. NO.: 27

**AMENDED NOTICE OF ENTRY OF
ORDER RE: MMAWC, LLC's MOTION
TO DISMISS AND TO COMPEL
ARBITRATION**

PLEASE TAKE NOTICE that a ORDER RE: MMAWC, LLC's MOTION TO DISMISS AND

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///

///

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2 2018, a copy of which is attached hereto.

3
4 Dated this 14th day of March 2018.

5 **BLACK & LOBELLO**

6
7 /s/ Maximiliano D. Couvillier III, Esq.
8 Maximiliano D. Couvillier III, Esq. SBN 7661
9 mcouvillier@blacklobello.law
10 *Attorneys for Defendants*

11 **CERTIFICATE OF SERVICE**

12 I certify that on this 14th day of March 2018. I electronically filed the foregoing **NOTICE**
13 **OF ENTRY OF ORDER RE: MMAWC, LLC's MOTION TO DISMISS AND TO COMPEL**
14 **ARBITRATION** using the Court's electronic filing and service system, which provides service
15 to the following users:

16 **LAW OFFICE OF BYRON THOMAS**

17 Bryon Thomas, Esq., Bar #8906
18 Byronthomaslaw@gmail.com
19 Attorney for Plaintiff

20
21 /s/ Mariella Dumbrique
22 An Employee of Black & LoBello
23
24
25
26
27
28