

1 NOAS
2 IAN CHRISTOPHERSON
3 Nevada Bar #3701
4 CHRISTOPHERSON LAW OFFICE
5 600 South Third Street
6 Las Vegas, Nevada 89101
7 Phone: (702) 372-9649
8 *Attorney for Plaintiff*
9 *Joshua Ramos*

Electronically Filed
Nov 18 2020 01:27 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

7 **EIGHTH JUDICIAL DISTRICT COURT**
8 **CLARK COUNTY NEVADA**

9 JOSHUA RAMOS, aka ERNESTO JOSHUA
10 RAMOS, an individual;

Case #: A-20-813230-C

11 Plaintiff,

Dept. No. 29

12 vs.

13 DANA WHITE, an individual; UFC Holdings
14 LLC, ZUFFA, LLC., doing business as the
15 ULTIMATE FIGHTING CHAMPIONSHIP, a
16 Nevada limited liability company; DOES I
through X, inclusive; and ROE
CORPORATIONS I through V, inclusive;

17 Defendants.

18 **NOTICE OF APPEAL**

19
20 NOTICE IS HEREBY GIVEN THAT JOSHUA RAMOS, AKA ERNESTO JOSHUA
21 RAMOS, the Plaintiff above named, hereby appeal to the Supreme Court of Nevada from the
22 “Findings of Fact, Conclusions of Law and Judgment” entered in this action on October 20, 2020.

23
24 DATED this 10th of November 2020

25 CHRISTOPHERSON LAW OFFICE

26 /s/ Ian Christopherson

27 IAN CHRISTOPHERSON, ESQ.

28 600 South Third Street, Las Vegas, Nevada 89101

Attorney for Plaintiff, Joshua Ramos

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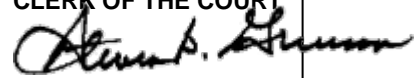
CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and NEFCR 9, I certify that I, Amber Robertson am an employee of IAN CHRISTOPHERSON, ESQ., and that on the of 10th day of November 2020, I served the foregoing Motion to Dismiss Counterclaim by e-service by electronic service with the Eight Judicial District Court Wiznet filing systems to the parties on the Electronic Service List as follows:

Donald J. Campbell, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89101
djc@cwlawlv.com

DATED this 10th day of November 2020.

/s/ Amber Robertson
An employee of
IAN CHRISTOPHERSON, ESQ. OF
CHRISTOPHERSON LAW OFFICE



ASTA
IAN CHRISTOPHERSON ESQ.
Nevada Bar #3701
Christopherson Law Office
600 South Third Street
Las Vegas, Nevada 89101
(702) 372-9649
Iclaw44@gmail.com
Attorney for Plaintiff
Joshua Ramos

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

JOSHUA RAMOS, aka ERNESTO
JOSHUA RAMOS, an individual;

Case Number: A-20-813230-C

Plaintiff,

Department: 29

vs.

DANA WHITE, an individual; UFC
Holdings LLC, ZUFFA, LLC., doing
business as the ULTIMATE FIGHTING
CHAMPIONSHIP, a Nevada limited
liability company; DOES I through X,
inclusive; and ROE CORPORATIONS I
through V, inclusive;

Defendants.

CASE APPEAL STATEMENT

COME NOW THE Appellant JOSHUA RAMOS, by and through his attorney IAN CHRISTOPHERSON, ESQ., and pursuant to NRAP 3(f) file his case appeal statement as follows:

1. Name of Appellant filing this case appeal statement;
Joshua Ramos
2. Judge who issued the judgment appealed from:
Honorable David M. Jones
3. Name of each Appellant, and name and address of Appellant's counsel:

1 Appellant: Joshua Ramos

2
3 Appellant's Counsel: Ian Christopherson, Esq.
4 600 South Third Street
5 Las Vegas, Nevada 89101

6 4. Name of Respondent, and name and address of Respondent's Trial Counsel:

7 Respondent: Dana White, Zuffa, LLC, and UFC Holdings, LLC

8
9 Respondent's Trial Counsel: Donald J. Campbell, Esq.
10 Campbell & Williams
11 700 South Seventh Street
12 Las Vegas, NV 89101

13 5. The attorneys listed in (3) and (4) above are licensed to practice in Nevada.

14 6. Appellant Joshua Ramos was represented by retained counsel Ian Christopherson,
15 Esq. in District Court.

16 7. Appellant is represented by retained counsel Ian Christopherson, Esq. on appeal.

17 8. Appellant was not granted leave to proceed in *forma pauperis*.

18 9. Complaint was filed on April 3, 2020.

19 10. This action was a proceeding for breach of contract, bad faith, and unjust enrichment.

20 11. There is not a previous proceeding on appeal or by way of petition for writ, Supreme
21 Court case.

22 12. This case does not involve child custody or visitation.

23 13. In Appellants' opinion, there is a possibility of settlement in this case.

24 DATED this 10th of November 2020

25 Respectfully submitted,
26 s/ Ian Christopherson
27 IAN CHRISTOPHERSON, ESQ.
28 CHRISTOPHERSON LAW OFFICE
Nevada Bar #3701
600 South Third Street
Las Vegas, Nevada 89101
Attorney for Plaintiff, Joshua Ramos

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*Donald J. Campbell, Esq.
Campbell & Williams
700 South Seventh Street
Las Vegas, Nevada 89101
djc@cwlawlv.com*

/s/ Amber Robertson
An employee of
IAN CHRISTOPHERSON, ESQ.

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY**CASE NO. A-20-813230-C**

Joshua Ramos, Plaintiff(s)
vs.
Dana White, Defendant(s)

§
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 §

Location: **Department 29**
 Judicial Officer: **Jones, David M**
 Filed on: **04/03/2020**
 Cross-Reference Case Number: **A813230**

CASE INFORMATION**Statistical Closures**

10/19/2020 Motion to Dismiss by the Defendant(s)

Case Type: **Other Contract**

Case Status: **10/19/2020 Dismissed**

DATE**CASE ASSIGNMENT****Current Case Assignment**

Case Number A-20-813230-C
 Court Department 29
 Date Assigned 04/03/2020
 Judicial Officer Jones, David M

PARTY INFORMATION**Plaintiff****Ramos, Joshua***Lead Attorneys*

Christopherson, Ian
Retained
 702-385-9094(W)

Defendant**UFC Holdings LLC**

Removed: 04/03/2020
 Data Entry Error

UFC Holdings LLC

Removed: 10/20/2020
 Dismissed

White, Dana

Campbell, Donald J.
Retained
 7023825222(W)

Campbell, Donald J.
Retained
 7023825222(W)

Zuffa LLC

Removed: 10/20/2020
 Dismissed

Campbell, Donald J.
Retained
 7023825222(W)

DATE**EVENTS & ORDERS OF THE COURT****INDEX****EVENTS**

04/03/2020



Complaint With Jury Demand
 Filed By: Plaintiff Ramos, Joshua
Complaint and Demand for Jury Trial

04/03/2020



Initial Appearance Fee Disclosure
 Filed By: Plaintiff Ramos, Joshua
Intital Appearance Fee Disclosure














07/01/2020






Summons Electronically Issued - Service Pending
 Party: Plaintiff Ramos, Joshua
Summons

CASE SUMMARY

CASE NO. A-20-813230-C

07/01/2020	 Summons Electronically Issued - Service Pending <i>Summons</i>
07/01/2020	 Summons Electronically Issued - Service Pending Party: Plaintiff Ramos, Joshua <i>Summons</i>
07/30/2020	 Waiver <i>Waiver of Service of Summons</i>
07/30/2020	 Waiver <i>Waiver of Service Summons</i>
07/30/2020	 Waiver <i>Waiver of Service of Summons</i>
08/28/2020	 Complaint With Jury Demand Filed By: Plaintiff Ramos, Joshua <i>Demand for Jury Trial</i>
08/31/2020	 Complaint With Jury Demand Filed By: Plaintiff Ramos, Joshua <i>Demand For Jury Trial Nunc Pro Tunc</i>
08/31/2020	 Motion to Dismiss Filed By: Defendant White, Dana; Defendant Zuffa LLC; Defendant UFC Holdings LLC <i>Defendants' Motion to Dismiss Complaint Pursuant to NRCP 12(b)5.</i>
08/31/2020	 Initial Appearance Fee Disclosure Filed By: Defendant White, Dana; Defendant Zuffa LLC; Defendant UFC Holdings LLC <i>Initial Appearance Fee Disclosure.</i>
08/31/2020	 Disclosure Statement Party: Defendant White, Dana; Defendant Zuffa LLC; Defendant UFC Holdings LLC <i>Defendants' UFC Holdings LLC and Zuffa, LLC's NRCP 7.1 Disclosure Statement.</i>
09/01/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
09/15/2020	 Opposition to Motion to Dismiss Filed By: Plaintiff Ramos, Joshua <i>Opposition to Motion to Dismiss</i>
09/30/2020	 Reply in Support Filed By: Defendant White, Dana; Defendant Zuffa LLC; Defendant UFC Holdings LLC <i>Defendants' Reply In Support of Motion to Dismiss Complaint Pursuant to NRCP 12(b)(5).</i>
10/19/2020	 Order Granting Motion <i>Order Granting Motion to Dismiss Complaint Pursant To NRCP 12(b)(5)</i>
10/20/2020	 Notice of Entry of Order Filed By: Defendant White, Dana; Defendant Zuffa LLC; Defendant UFC Holdings LLC <i>Notice of Entry of Order Granting Plaintiffs' Motion to Dismiss Complaint Pursuant to NRCP</i>

CASE SUMMARY**CASE NO. A-20-813230-C**

	12(b)(5).	
11/10/2020	 Notice of Appeal Filed By: Plaintiff Ramos, Joshua <i>Notice Of Appeal</i>	
11/10/2020	 Case Appeal Statement Filed By: Plaintiff Ramos, Joshua <i>Case Appeal Statement</i>	
	<u>DISPOSITIONS</u>	
10/19/2020	Order of Dismissal With Prejudice (Judicial Officer: Jones, David M) Debtors: Joshua Ramos (Plaintiff) Creditors: Dana White (Defendant), Zuffa LLC (Defendant), UFC Holdings LLC (Defendant) Judgment: 10/19/2020, Docketed: 10/21/2020	
	<u>HEARINGS</u>	
10/07/2020	 Motion to Dismiss (9:00 AM) (Judicial Officer: Jones, David M) <i>Defendants' Motion to Dismiss Complaint Pursuant to NRCP 12(b)5.</i> Motion Granted; Journal Entry Details: <i>Following arguments by counsel; COURT ORDERED, Motion to Dismiss for Contract DENIED; Motion to Dismiss Unjust Enrichment GRANTED. Defendant to prepare the order and submit the Findings of Fact and Conclusions of Law.;</i>	

DATE**FINANCIAL INFORMATION**

Defendant White, Dana	
Total Charges	283.00
Total Payments and Credits	283.00
Balance Due as of 11/12/2020	0.00
 Plaintiff Ramos, Joshua	
Total Charges	834.00
Total Payments and Credits	834.00
Balance Due as of 11/12/2020	0.00

CIVIL COVER SHEET

Clark, County, Nevada

Case No.
(Assigned by Clerk's Office)

CASE NO: A-20-813230-C

Department 29

I. Party Information

Plaintiff(s) (name/address/phone): Joshua Ramos

Attorney (name/address/phone): Ian Christopherson, Esq.

600 S. Third Street

Las Vegas, Nevada 89101

(702)372-9649

Defendant(s) (name/address/phone): Dana White; UFC Holdings L.L.C., ZUFFA, L.L.C.

Attorney (name/address/phone):

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

☐ Arbitration Requested

Civil Cases

Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence – Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input checked="" type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input checked="" type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

☐ NRS Chapters 78-88
☐ Commodities (NRS 90)
☐ Securities (NRS 90)

☐ Investments (NRS 104 Art. 8)
☐ Deceptive Trade Practices (NRS 598)
☐ Trademarks (NRS 600A)

☐ Enhanced Case Mgmt/Business
☐ Other Business Court Matters

3/3/2020

/s/ Natasha Smith

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*Attorneys for Defendants
Dana White, Zuffa, LLC
and UFC Holdings, LLC*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JOSHUA RAMOS, aka ERNESTO
JOSHUA RAMOS, an individual

Plaintiff,

vs.

DANA WHITE, an individual; UFC
HOLDINGS LLC, ZUFFA, LLC, a Nevada
limited liability company, dba ULTIMATE
FIGHTING CHAMPIONSHIP; DOES I
through X, inclusive; and ROE
CORPORATIONS I through V, inclusive

Defendants.

CASE NO.: A-20-813230-C
DEPT. NO.: XXIX

**ORDER GRANTING DEFENDANTS'
MOTION TO DISMISS COMPLAINT
PURSUANT TO NRCP 12(b)(5)**

Defendants' Motion to Dismiss Complaint Pursuant to NRCP 12(b)(5) came on for hearing on October 7, 2020. Defendants were represented by Donald J. Campbell and J. Colby Williams of Campbell & Williams. Plaintiff was represented by Ian Christopherson of Christopherson Law Offices. Having considered Defendants' motion, Plaintiff's opposition, Defendants' reply, and oral argument presented at the time of hearing; with good cause appearing therefore, the Court hereby enters the following order granting the motion.

A. Governing Standards Under NRCP 12(b)(5).

Dismissal under NRCP 12(b)(5) is only appropriate where “it appears beyond a doubt that [plaintiff] could not prove a set of facts which, if true, would entitle [plaintiff] to relief.” *Torres v. Nevada Direct Ins. Co.*, 131 Nev. 531, 541, 353 P.3d 1203, 1210 (2015) (citing *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008)). When assessing a motion to dismiss for failure to state a claim upon which relief may be granted, the Court construes the pleadings liberally, draws every reasonable inference in favor of the non-moving party, *see Lubin v. Kunin*, 117 Nev. 107, 110 n.1, 17 P.3d 422, 425 n.1 (2001), and treats all well-pleaded factual allegations as true. *Vacation Village v. Hitachi Am.*, 110 Nev. 481, 484, 874 P.2d 744, 746 (1994) (citing *Capital Mortgage Holding v. Hahn*, 101 Nev. 314, 315, 705 P.2d 126, 126 (1985)).

In addition to the foregoing standards, “the court may take into account matters of public record . . . when ruling on a motion to dismiss for failure to state a claim upon which relief can be granted,” *Brelant v. Preferred Equities Corp.*, 109 Nev. 842, 847, 858 P.2d 1258, 1261 (1993), and can likewise “consider a document outside the pleadings if (1) the complaint refers to the document, (2) the document is central to the complainant’s claim, and (3) no party questions the authenticity of the document.” *Baxter v. Dignity Health*, 131 Nev. 759, 764, 357 P.3d 927, 930 (2015).

B. Facts Alleged in the Complaint, Incorporated by Reference, and Subject to Judicial Notice.

1. Plaintiff Joshua Ramos (“Mr. Ramos”) is an individual residing in Clark County, Nevada. *See* Compl. ¶ 1. Defendant Dana White (“Mr. White”) is the President of Defendant Zuffa, LLC (“Zuffa”), which does business as the Ultimate Fighting Championship® (“UFC”). *Id.* ¶ 2. Zuffa is a Nevada limited liability company, *id.* ¶ 3, and UFC is the leading promoter of professional mixed martial arts contests in the world. Mr. Ramos has also named UFC Holdings, LLC as a defendant. *Id.* ¶ 2. Defendants have provided records as part of their motion suggesting

that UFC Holdings, LLC is a Delaware limited liability company that was formed on July 27, 2016, which is after the events alleged in the complaint. The Court need not take judicial notice on this issue in light of the other bases for its ruling herein.

2. Beginning in or about November 2014 and continuing into early 2015, Mr. Ramos contacted Mr. White on multiple occasions using the parties' cellular telephones. *See* Compl. ¶¶ 16-17. During these communications, Mr. Ramos conveyed information to Mr. White both in writing and in video format that caused Mr. White to contact legal counsel. *Id.* ¶¶ 16-18. Mr. White and his counsel thereafter arranged a meeting with federal law enforcement officials to report Mr. Ramos' conduct. *Id.* ¶¶ 18-20; 26. Special agents from the Federal Bureau of Investigation opened a case file and proceeded to monitor Mr. Ramos' continued contacts with Mr. White. *Id.* ¶¶ 35-36.

3. In or about early January 2015, Mr. Ramos ultimately demanded that Mr. White pay him \$200,000 in cash in exchange for Mr. Ramos' agreement not to release a videotape and to provide Mr. White with all copies thereof. *See* Compl. ¶¶ 43-47. FBI agents continued to monitor Ramos' communications with Mr. White, and received court-approval to conduct electronic surveillance of scheduled in-person meetings between Ramos and Mr. White. *See id.* Ramos and Mr. White met in early January 2015 during which Ramos accepted \$200,000 in cash per his prior demands, and provided Mr. White with a copy of the videotape. *See id.* Special Agent James Mollica arrested Ramos shortly after he left the meeting with Mr. White. *Id.*

4. The United States Attorney's Office for the District of Nevada, through the sitting grand jury, indicted Mr. Ramos on September 22, 2015 for use of an interstate facility (*i.e.*, a cellular telephone) with the intent to carry on extortion. *See* Compl. ¶ 55.¹ Mr. Ramos, through

¹ *See also* Criminal Docket Sheet for *United States v. Ramos*, Case No. 2:15-cr-00267-GMN-CWH, a true and correct copy of which was attached to the motion as Exhibit 2. The Court takes judicial notice of this record and Mr. Ramos' criminal proceedings. *See Breliant; Baxter, supra*;

1 criminal defense counsel, and Assistant United States Attorney (now Magistrate Judge) Carla
2 Higginbotham entered into a stipulated protective order whereby the parties agreed to keep the
3 victim's name and related information confidential. *Id.* ¶¶ 49-50; 52; 57.² Former Magistrate
4 Judge Hoffman entered the order on October 5, 2015. *See* Mot., Ex. 2 (ECF No. 40). According
5 to Mr. Ramos, the protective order was effective only for the duration of the criminal proceedings,
6 after which he would be free to speak publicly. *See* Compl. ¶¶ 57; 62; 64; 76. On October 27,
7 2015, Mr. Ramos and the United States Attorney's Office notified the district court that they had
8 reached a plea agreement. *See* Mot., Ex. 2 (ECF No. 41). On November 3, 2015, Mr. Ramos—
9 after being sworn and canvassed by United States District Court Judge Gloria Navarro—plead
10 guilty to Count 1 in the Indictment. *See* Compl. ¶¶ 74-75; *see also* Mot., Ex. 2 (ECF Nos. 43; 67).

11
12 5. During the pendency of Mr. Ramos' criminal proceedings, Mr. White and Mr.
13 Ramos, through counsel, agreed to participate in a mediation to determine whether the parties
14 could reach agreement on a potential non-disclosure agreement whereby Mr. Ramos would
15 continue to maintain confidentiality regarding Mr. White's identity as the victim of Mr. Ramos'
16 criminal conduct after the conclusion of the criminal proceedings. *See* Compl. ¶¶ 61; 63-65. Mr.
17 Ramos alleges he had a subjective understanding from his counsel—which admittedly may have
18 been incorrect—that Mr. White would pay him an amount approaching or exceeding one million
19 dollars for a non-disclosure agreement. *Id.* ¶ 68. The mediation occurred on April 5, 2016. *Id.* ¶¶
20 66; 69; 77. Mr. White failed to offer Mr. Ramos any amount of money at the mediation, although
21 he allegedly did make an offer to Jane Doe (Mr. Ramos' then-girlfriend) who was also
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25 *see also Mack v. Estate of Mack*, 125 Nev. 80, 91, 206 P.3d 98, 106 (2009) (court can take judicial
26 notice of related criminal proceedings in appropriate circumstances, especially where the matters
are closely related).

27 ² A true and correct copy of the Stipulation and Order for Protective Order Pursuant to Fed. R.
28 Crim. Pro. 16(d)(1) and 18 U.S.C. § 3771 was attached to the motion as Exhibit 3. The Court
takes judicial notice of this document based on the same authorities identified in footnote 1, *supra*.

1 participating in the mediation. *Id.* ¶¶ 6; 78; 91; 113. The mediation, thus, ended unsuccessfully
2 as “no figure was agreed upon.” *Id.* ¶ 111.

3 6. In the months following the April 5 mediation, Mr. Ramos alleges that Mr. White
4 eventually offered him and Jane Doe a combined amount of \$450,000 for a post-criminal
5 proceedings non-disclosure agreement. *See* Compl. ¶ 101. Mr. Ramos did not accept the offer.

6 7. In late June 2016, Mr. Ramos filed an emergency motion to continue his sentencing
7 so that he could substitute in new counsel and withdraw his guilty plea. *See* Compl. ¶ 79; Mot.,
8 Ex. 2 (ECF Nos. 53-54). Chief Judge Navarro denied Mr. Ramos’ motion, and sentenced him to
9 366 days in prison. *Id.*; *see also* Mot., Ex. 2 (ECF Nos. 56-60; 62). According to Mr. Ramos,
10 Judge Navarro’s ruling confirmed that the parties’ negotiations regarding a potential non-
11 disclosure agreement were independent from the criminal proceedings. *Id.* Ramos filed an appeal
12 challenging the denial of his desire to change his plea, which was ultimately dismissed by the
13 United States Court of Appeals for the Ninth Circuit in early-March 2017. *See* Mot., Ex. 2 (ECF
14 Nos. 65, 72; 77-79). Mr. Ramos self-surrendered to start serving his sentence on March 28, 2017.
15 *Id.* (ECF No. 76). After completing a period of supervised release, Mr. Ramos filed this action on
16 April 3, 2020—nearly four years from the date of the parties’ failed mediation.

17
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19 **C. Mr. Ramos’ Complaint Fails to State a Claim Upon Which Relief Can Be Granted.**

20 Mr. Ramos has asserted the following four causes of action against all Defendants: (1)
21 breach of contract; (2) contractual breach of the implied covenant of good faith and fair dealing;
22 (3) tortious breach of the implied covenant of good faith and fair dealing; and (4) unjust
23 enrichment. The Court addresses each in turn.

24
25 **1. Breach of Contract**

26 Mr. Ramos alleges that he and Mr. White orally agreed to attend a mediation, that all parties
27 “understood” White would pay Ramos a “substantial” amount of compensation in exchange for a
28 non-disclosure agreement, and that Mr. White breached the parties’ agreement by not offering to

1 pay Mr. Ramos anything at the mediation. *See* Compl. ¶¶ 81-93. Even treating Mr. Ramos’ factual
2 allegations as true and drawing every reasonable inference in Mr. Ramos’ favor, he has not stated
3 a claim for breach of contract. Indeed, the allegations of the complaint expressly plead Ramos out
4 of any viable contract claim. *See Sprewell v. Golden State Warriors*, 266 F.3d 979, 988-89 (9th Cir.
5 2001) (a plaintiff “can . . . plead himself out of a claim[.]”).

6 “Basic contract principles require, for an enforceable contract, an offer and acceptance,
7 meeting of the minds, and consideration.” *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257
8 (2005). A meeting of the minds exists when the parties have agreed upon the contract’s essential
9 terms. *Roth v. Scott*, 112 Nev. 1078, 1083, 921 P.2d 1262, 1265 (1996). “With respect to contract
10 formation, preliminary negotiations do not constitute a binding contract unless the parties have agreed
11 to all material terms.” *May*, 121 Nev. at 672, 119 P.3d at 1257. “A valid contract cannot exist when
12 material terms are lacking or are insufficiently certain and definite” as “[t]he court must be able to
13 ascertain what is required of the respective parties.” *Id.* “A breach of contract claim that fails to
14 allege facts sufficient to show that an enforceable contract existed between the parties is subject to
15 dismissal.” *Abu Dhabi Commercial Bank v. Morgan Stanley & Co., Inc.*, 651 F. Supp. 2d 155, 173
16 (S.D.N.Y. 2009).

17 Mr. Ramos alleges multiple times that Mr. White never offered him any amount of money at
18 the mediation in exchange for a potential non-disclosure agreement. *See* Compl. ¶¶ 78; 91; 113. The
19 mediation, thus, ended unsuccessfully as “no figure was agreed upon.” *Id.* ¶ 111. These
20 allegations constitute binding judicial admissions, *see Reyburn Lawn & Landscape Designers, Inc.*
21 *v. Plaster Dev. Co., Inc.*, 127 Nev. 331, 343, 255 P.3d 268, 278 (2011) (“concessions in pleadings
22 are judicial admissions”) (quotation omitted), and unequivocally establish that the parties never
23 had a meeting of the minds on the essential contract term of price. *See, e.g., Nevada Power Co. v.*
24 *Public Util. Comm’n*, 122 Nev. 821, 839-40, 138 P.3d 486, 489-90 (2006) (“When essential terms
25 such as [price] have yet to be agreed upon by the parties, a contract cannot be formed”); *Certified*
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1 *Fire Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 378-79, 283 P.3d 250, 255 (2012) (affirming
2 district court’s conclusion that no enforceable contract existed where the parties had not agreed to
3 price and scope of work terms); *Roth*, 112 Nev. at 1083, 921 P.2d at 1265 (where parties had not
4 agreed to essential terms of the high-low bracket amounts, there was no contract for binding
5 arbitration).

6 The lack of material terms in Mr. Ramos’ alleged contract renders it impossible for this
7 Court “to ascertain what is required of the respective parties.” *May*, 121 Nev. at 672, 119 P.3d at
8 1257. To begin, Mr. Ramos repeatedly acknowledges the parties never agreed on a payment amount.
9 That Mr. Ramos had a subjective belief the payment would be “substantial” does not constitute a
10 meeting of the minds. “Contractual intent is determined by the objective meaning of the words and
11 conduct of the parties under the circumstances, not any secret or unexpressed intention or
12 understanding of one or more parties to the contract.” Nev. J.I. 13.7 (Formation; Contractual Intent).
13 Nor is there any way to ascertain what is meant by “substantial” as this word obviously can have
14 different meanings to different people.
15

16 Mr. Ramos argues in his opposition that Defendants breached an agreement to mediate by
17 failing to offer him anything on the day of the mediation, which Mr. Ramos contends is “bad faith.”
18 Nevada law, however, does not recognize an alleged agreement to negotiate in good faith as it
19 constitutes an unenforceable agreement to agree. *See, e.g., Verifone, Inc. v. A Cab, L.L.C.*, 2017 WL
20 2960519, at *3 (D. Nev. July 7, 2017) (citing *Kohlmoos Enterprises v. Pines, LLC*, 129 Nev. 1131,
21 2013 WL 5476860, at *1 (Nev. Sept. 26, 2013) (“Nevada abides by traditional jurisprudence that
22 agreements to agree are generally too indefinite to enforce as final agreements” and declining to
23 recognize “the enforceability of a preliminary agreement that requires the parties to negotiate in
24 good faith.”); *Bond Mfg. Co., Inc. v. Ashley Furniture Indus., Inc.*, 2018 WL 1511717 (D. Nev.
25 Mar. 27, 2018); *City of Reno v. Silver State Flying Serv.*, 84 Nev. 170, 438 P.2d 257 (1968) (“An
26 agreement to agree at a future time is nothing and will not support an action for damages.”).
27
28

At best, Mr. Ramos and Defendants had a preliminary agreement to attend a mediation at which they would negotiate over the price to be paid for a post-criminal proceeding non-disclosure agreement. According to the complaint and Mr. Ramos' opposition, the parties performed the preliminary agreement by attending the mediation, *see* Opp'n at 5:17-20; 7:4-6, but it ended without a resolution. Obviously disappointed he did not achieve his desired result, Mr. Ramos now asserts a breach claim based on the way Defendants negotiated during the mediation. Nevada, however, does not recognize the enforceability of preliminary agreements requiring the parties to negotiate in good faith, and for good reason.

While Mr. Ramos may be disappointed that Defendants did not offer him anything during the mediation on April 5, 2016, parties in Defendants' shoes could be just as disappointed with what they view to be unreasonably high monetary demands of a plaintiff. Extreme positions taken by parties on the opposite sides of issues occur in mediations every day in Nevada and around the country. If such differences in viewpoint and negotiating style gave rise to independent causes of action for breaching a mediation agreement, no one would ever agree to mediate which would undermine the entire purpose of alternative dispute resolution and overburden an already-taxed judicial system. Moreover, the reality is that many initial mediations are unsuccessful and require the parties to engage in subsequent negotiations. Mr. Ramos alleges that is exactly what happened here: "Defendants continued to negotiate after that [mediation] date, and eventually offered a total amount to Ramos and Doe of \$450,000." Opp'n at 7:17-18; Compl. ¶ 101. That Ramos did not accept this offer only reinforces there was no meeting of the minds between him and Defendants and, accordingly, no enforceable contract. With no enforceable contract, the breach of contract claim fails.

2. Breach of the Implied Covenant of Good Faith and Fair Dealing
(Contractual and Tortious).

Mr. Ramos' second and third causes of action for contractual and tortious breach of the implied covenant of good faith and fair dealing cannot survive in the absence of a viable contract. *See Nev. J.I. 13.43* (requiring "[t]hat the plaintiff and the defendant entered into a valid contract" as the first element of a claim for contractual breach of the implied covenant); *Nev. J.I. 13.44* (same requirement for tortious breach of the implied covenant). Without a valid contract, which Mr. Ramos has failed to plead here for reasons addressed above, his derivative claims for breach of the implied covenant likewise fail and must likewise be dismissed. *See, e.g., Greenstein v. Wells Fargo Bank, N.A.*, 2017 WL 1173916, at *1 (D. Nev. Mar. 29, 2017) ("[w]ithout a contract, Greenstein's claims for breach of contract and breach of the implied covenant fail."); *Walker v. Venetian Casino Resort, LLC*, 2012 WL 4794149, at *11 (D. Nev. Oct. 9, 2012) ("[s]ince Plaintiffs have not demonstrated that an enforceable [] contract existed . . . [they] cannot maintain their claim for breach of the implied covenant of good faith and fair dealing.").

Mr. Ramos' claim for tortious breach of the implied covenant must be dismissed for the independent reason that he has nowhere plead "there was a special element of reliance or trust between [Mr. Ramos and Mr. White], such that, [Mr. White] was in a superior position or entrusted position of knowledge." *See Nev. J.I. 13.44* (recounting second element of claim for tortious breach of the implied covenant). A claim for tortious breach of the implied covenant has been recognized in limited circumstances such as in the insurer-insured context or in fiduciary relationships. *See, e.g., Shannon v. ReconTrust Co.*, 2012 WL 1695664, at *4 (D. Nev. May 11, 2012) (dismissing claim for tortious breach of the implied covenant where there was no underlying contract and, in any event, no fiduciary relationship existed between the parties). No such special relationship has been alleged here.

3. Unjust Enrichment

Lastly, Mr. Ramos alleges his “silence” regarding the events surrounding his criminal conduct enabled the UFC to be sold in July 2016 for more than \$4 billion. *See* Compl. ¶¶ 114-18. Mr. Ramos specifically contends Defendants were unjustly enriched because they “obtained” his silence and “enjoyed and retained” the benefit thereof by virtue of the company’s sale or the sale price not being affected by potential negative publicity. *Id.* Mr. Ramos seeks damages in an amount attributable to “the value of the UFC at the time of the sale enhanced by the non-disclosure.” *Id.* at 14:14-16. This claim fails for several reasons.

“Unjust enrichment is the unjust retention of a benefit to the loss of another, or the retention of money or property of another against the fundamental principles of justice or equity and good conscience.” *Topaz Mut. Co. v. Marsh*, 108 Nev. 845, 856, 839 P.2d 606, 613 (1992) (quoting *Nevada Industrial Dev. v. Benedetti*, 103 Nev. 360, 363 n.2, 741 P.2d 802, 804 n.2 (1987)). The essential elements of unjust enrichment “are a benefit conferred on the defendant by the plaintiff, appreciation by the defendant of such benefit, and acceptance and retention by the defendant of such benefit.” *Id.* (quoting *Unionamerica Mtg. v. McDonald*, 97 Nev. 210, 212, 626 P.2d 1272, 1273 (1981)). Unjust enrichment is an equitable claim that implies a “quasi-contract.” *Hunt v. Zuffa, LLC*, 361 F. Supp. 3d 992, 1008 (D. Nev. 2019).

As a threshold matter, Ramos does not allege that any Defendant retained “money or property *of another* against the fundamental principles of equity and good conscience.” *Topaz, supra* (emphasis added). After all, the value of the UFC—regardless of any allegation about an “enhanced” sales price due to non-disclosure—has never belonged to Mr. Ramos. *See State, Dep’t of Taxation v. Chrysler Grp. LLC*, 129 Nev. 274, 281 n.4, 300 P.3d 713, 717 n.4 (2013) (“We also reject Chrysler’s unjust enrichment argument because the sales tax paid to the State never belonged to Chrysler.”). Thus, insofar as Mr. Ramos seeks unjust enrichment damages “based on the value of the UFC at the time of sale,” his request is legally untenable.

That leaves Mr. Ramos trying to plead a claim for unjust enrichment based on Defendants’ alleged “unjust retention of a benefit to the loss of another.” *Topaz, supra*. Here, the alleged benefit is Mr. Ramos’ silence. *See* Compl. ¶ 117. But Mr. Ramos’ allegations in the complaint (and as also acknowledged in his opposition and confirmed by the judicially noticeable facts) indisputably establish that Mr. Ramos’ silence during the criminal proceedings—from at least October 5, 2015 through March 2017 when his appeal was dismissed—stemmed directly from a protective order entered by Magistrate Judge Hoffman in that case. *Id.* ¶¶ 49-50; 52; 57; 62; 64; and 76; *see also* Mot., Ex. 2 (ECF Nos. 40; 60; and 72) and Ex. 3. It has been settled law for more than eight decades that a person is not entitled to restitution through unjust enrichment by simply performing an independent legal obligation. *See* Restatement (First) of Restitution § 60 cmt. a (1937) (“If a person does an act which it is his legal duty to do, whether such duty is enforceable at law or in equity, he is not entitled to restitution, irrespective of the cause of the act.”) (updated through June 2020); *see also id.* § 106 (instructing that “[a] person who, incidentally to the performance of his own duty or to the protection or the improvement of his own things, has conferred a benefit upon another, is not thereby entitled to contribution.”).

Multiple courts have relied on the foregoing principles when granting dispositive motions on unjust enrichment claims. *See, e.g., Allegheny Gen. Hosp. v. Philip Morris, Inc.*, 228 F.3d 429, 446-48 (3d Cir. 2000) (affirming dismissal of unjust enrichment claim where plaintiff hospitals had an independent legal obligation to provide healthcare to nonpaying patients such that any benefit to defendant tobacco companies was incidental to the hospitals’ own duty); *Oregon Laborers-Employers Health & Welfare Tr. Fund v. Philip Morris, Inc.*, 185 F.3d 957, 968-69 (9th Cir. 1999) (“because plaintiffs had an independent obligation to pay the smokers’ medical expenses, they cannot maintain an action for unjust enrichment against defendants just because defendants were incidentally benefitted.”); *Chem-Nuclear Sys., Inc. v. Arivee Chemicals, Inc.*, 978 F. Supp. 1105, 1110-11 (N.D. Ga. 1997) (plaintiff under an administrative order to remediate

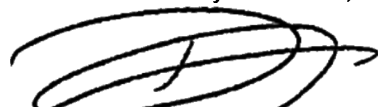
property could not pursue unjust enrichment claim against defendant who would incidentally benefit from the clean-up); *Hobart Corp. v. Waste Mgmt. of Ohio, Inc.*, 840 F. Supp. 2d 1013, 1036-37 (S.D. Ohio 2011) (dismissing unjust enrichment claim where settlement agreement imposed obligation on plaintiff to remediate site such that any benefit to defendant accrued by virtue of plaintiff's performance of its own legal duty).

During the time leading up to the announcement of UFC's sale in early-July 2016 (and continuing through the Ninth Circuit's dismissal of his appeal in March 2017), Mr. Ramos was subject to a court order that required him to maintain confidentiality regarding the identity of his victim. Because he had an independent obligation not to disclose this information, any alleged benefit to Defendants was incidental to Mr. Ramos' performance of his own legal duty. The parties' failed negotiations over a non-disclosure agreement that would have applied *after* the criminal proceedings concluded has no impact on this issue as it never came to fruition, and Mr. Ramos has now disclosed the subject information through this lawsuit, thus rendering any alleged benefit nonexistent. The unjust enrichment claim, accordingly, fails as a matter of law.

THEREFORE, IT IS HEREBY ORDERED that Defendants' Motion to Dismiss Pursuant to NRCP 12(b)(5) is GRANTED. Given the concessions made in the complaint and the judicially noticeable facts identified herein, the dismissal is with prejudice.

DATED this ____ day of October, 2020.

Dated this 19th day of October, 2020



DISTRICT COURT JUDGE
THE HONORABLE DAVID M. JONES

Submitted by:
CAMPBELL & WILLIAMS

FD8 1B8 5BC1 CF74
David M Jones
District Court Judge

By: /s/ J. Colby Williams
DONALD J. CAMPBELL, ESQ. (1216)
J. COLBY WILLIAMS, ESQ. (5549)
Attorneys for Defendants
Dana White, Zuffa, LLC
and UFC Holdings, LLC

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Joshua Ramos, Plaintiff(s)

CASE NO: A-20-813230-C

7 vs.

DEPT. NO. Department 29

8 Dana White, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 10/19/2020

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*Attorneys for Defendants
Dana White, Zuffa, LLC
and UFC Holdings, LLC*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JOSHUA RAMOS, aka ERNESTO
JOSHUA RAMOS, an individual

Plaintiff,

vs.

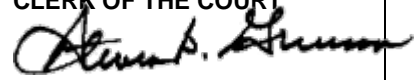
DANA WHITE, an individual; UFC
HOLDINGS LLC, ZUFFA, LLC, a Nevada
limited liability company, dba ULTIMATE
FIGHTING CHAMPIONSHIP; DOES I
through X, inclusive; and ROE
CORPORATIONS I through V, inclusive

Defendants.

CASE NO.: A-20-813230-C
DEPT. NO.: XXIX

**NOTICE OF ENTRY OF ORDER
GRANTING DEFENDANTS' MOTION
TO DISMISS COMPLAINT
PURSUANT TO NRCP 12(b)(5)**

Electronically Filed
10/20/2020 9:15 AM
Steven D. Grierson
CLERK OF THE COURT



PLEASE TAKE NOTICE that an Order Granting Defendants' Motion to Dismiss Complaint Pursuant to NRCP 12(b)(5) was entered in the above-captioned matter on October 19, 2020, a true and correct copy of which is attached hereto.

DATED this 20th day of October, 2020.

CAMPBELL & WILLIAMS

By: /s/ J. Colby Williams

DONALD J. CAMPBELL, ESQ. (1216)

J. COLBY WILLIAMS, ESQ. (5549)

700 South Seventh Street

Las Vegas, Nevada 89101

Attorneys for Defendants

Dana White, Zuffa, LLC

and UFC Holdings, LLC

CERTIFICATE OF SERVICE

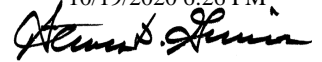
Pursuant to NRCP 5(b), I certify that I am an employee of Campbell & Williams, and that on this 20th day of October, 2020 I caused the foregoing document entitled **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS' MOTION TO DISMISS COMPLAINT PURSUANT TO NRCP 12(b)(5)** to be served upon those persons designated by the parties in the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court eFiling System in accordance with the mandatory electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules.

LAW OFFICE OF IAN CHRISTOPHERSON

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Attorney for Plaintiff, Joshua Ramos

By: /s/ John Y. Chong
An employee of Campbell & Williams


CLERK OF THE COURT

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and UFC Holdings, LLC*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JOSHUA RAMOS, aka ERNESTO
JOSHUA RAMOS, an individual

Plaintiff,

vs.

DANA WHITE, an individual; UFC
HOLDINGS LLC, ZUFFA, LLC, a Nevada
limited liability company, dba ULTIMATE
FIGHTING CHAMPIONSHIP; DOES I
through X, inclusive; and ROE
CORPORATIONS I through V, inclusive

Defendants.

CASE NO.: A-20-813230-C
DEPT. NO.: XXIX

**ORDER GRANTING DEFENDANTS'
MOTION TO DISMISS COMPLAINT
PURSUANT TO NRCP 12(b)(5)**

Defendants' Motion to Dismiss Complaint Pursuant to NRCP 12(b)(5) came on for hearing on October 7, 2020. Defendants were represented by Donald J. Campbell and J. Colby Williams of Campbell & Williams. Plaintiff was represented by Ian Christopherson of Christopherson Law Offices. Having considered Defendants' motion, Plaintiff's opposition, Defendants' reply, and oral argument presented at the time of hearing; with good cause appearing therefore, the Court hereby enters the following order granting the motion.

A. Governing Standards Under NRCP 12(b)(5).

Dismissal under NRCP 12(b)(5) is only appropriate where “it appears beyond a doubt that [plaintiff] could not prove a set of facts which, if true, would entitle [plaintiff] to relief.” *Torres v. Nevada Direct Ins. Co.*, 131 Nev. 531, 541, 353 P.3d 1203, 1210 (2015) (citing *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008)). When assessing a motion to dismiss for failure to state a claim upon which relief may be granted, the Court construes the pleadings liberally, draws every reasonable inference in favor of the non-moving party, *see Lubin v. Kunin*, 117 Nev. 107, 110 n.1, 17 P.3d 422, 425 n.1 (2001), and treats all well-pleaded factual allegations as true. *Vacation Village v. Hitachi Am.*, 110 Nev. 481, 484, 874 P.2d 744, 746 (1994) (citing *Capital Mortgage Holding v. Hahn*, 101 Nev. 314, 315, 705 P.2d 126, 126 (1985)).

In addition to the foregoing standards, “the court may take into account matters of public record . . . when ruling on a motion to dismiss for failure to state a claim upon which relief can be granted,” *Breliant v. Preferred Equities Corp.*, 109 Nev. 842, 847, 858 P.2d 1258, 1261 (1993), and can likewise “consider a document outside the pleadings if (1) the complaint refers to the document, (2) the document is central to the complainant’s claim, and (3) no party questions the authenticity of the document.” *Baxter v. Dignity Health*, 131 Nev. 759, 764, 357 P.3d 927, 930 (2015).

B. Facts Alleged in the Complaint, Incorporated by Reference, and Subject to Judicial Notice.

1. Plaintiff Joshua Ramos (“Mr. Ramos”) is an individual residing in Clark County, Nevada. *See* Compl. ¶ 1. Defendant Dana White (“Mr. White”) is the President of Defendant Zuffa, LLC (“Zuffa”), which does business as the Ultimate Fighting Championship® (“UFC”). *Id.* ¶ 2. Zuffa is a Nevada limited liability company, *id.* ¶ 3, and UFC is the leading promoter of professional mixed martial arts contests in the world. Mr. Ramos has also named UFC Holdings, LLC as a defendant. *Id.* ¶ 2. Defendants have provided records as part of their motion suggesting

that UFC Holdings, LLC is a Delaware limited liability company that was formed on July 27, 2016, which is after the events alleged in the complaint. The Court need not take judicial notice on this issue in light of the other bases for its ruling herein.

2. Beginning in or about November 2014 and continuing into early 2015, Mr. Ramos contacted Mr. White on multiple occasions using the parties' cellular telephones. *See* Compl. ¶¶ 16-17. During these communications, Mr. Ramos conveyed information to Mr. White both in writing and in video format that caused Mr. White to contact legal counsel. *Id.* ¶¶ 16-18. Mr. White and his counsel thereafter arranged a meeting with federal law enforcement officials to report Mr. Ramos' conduct. *Id.* ¶¶ 18-20; 26. Special agents from the Federal Bureau of Investigation opened a case file and proceeded to monitor Mr. Ramos' continued contacts with Mr. White. *Id.* ¶¶ 35-36.

3. In or about early January 2015, Mr. Ramos ultimately demanded that Mr. White pay him \$200,000 in cash in exchange for Mr. Ramos' agreement not to release a videotape and to provide Mr. White with all copies thereof. *See* Compl. ¶¶ 43-47. FBI agents continued to monitor Ramos' communications with Mr. White, and received court-approval to conduct electronic surveillance of scheduled in-person meetings between Ramos and Mr. White. *See id.* Ramos and Mr. White met in early January 2015 during which Ramos accepted \$200,000 in cash per his prior demands, and provided Mr. White with a copy of the videotape. *See id.* Special Agent James Mollica arrested Ramos shortly after he left the meeting with Mr. White. *Id.*

4. The United States Attorney's Office for the District of Nevada, through the sitting grand jury, indicted Mr. Ramos on September 22, 2015 for use of an interstate facility (*i.e.*, a cellular telephone) with the intent to carry on extortion. *See* Compl. ¶ 55.¹ Mr. Ramos, through

¹ *See also* Criminal Docket Sheet for *United States v. Ramos*, Case No. 2:15-cr-00267-GMN-CWH, a true and correct copy of which was attached to the motion as Exhibit 2. The Court takes judicial notice of this record and Mr. Ramos' criminal proceedings. *See Breliant; Baxter, supra*;

1 criminal defense counsel, and Assistant United States Attorney (now Magistrate Judge) Carla
2 Higginbotham entered into a stipulated protective order whereby the parties agreed to keep the
3 victim's name and related information confidential. *Id.* ¶¶ 49-50; 52; 57.² Former Magistrate
4 Judge Hoffman entered the order on October 5, 2015. *See* Mot., Ex. 2 (ECF No. 40). According
5 to Mr. Ramos, the protective order was effective only for the duration of the criminal proceedings,
6 after which he would be free to speak publicly. *See* Compl. ¶¶ 57; 62; 64; 76. On October 27,
7 2015, Mr. Ramos and the United States Attorney's Office notified the district court that they had
8 reached a plea agreement. *See* Mot., Ex. 2 (ECF No. 41). On November 3, 2015, Mr. Ramos—
9 after being sworn and canvassed by United States District Court Judge Gloria Navarro—plead
10 guilty to Count 1 in the Indictment. *See* Compl. ¶¶ 74-75; *see also* Mot., Ex. 2 (ECF Nos. 43; 67).

11
12 5. During the pendency of Mr. Ramos' criminal proceedings, Mr. White and Mr.
13 Ramos, through counsel, agreed to participate in a mediation to determine whether the parties
14 could reach agreement on a potential non-disclosure agreement whereby Mr. Ramos would
15 continue to maintain confidentiality regarding Mr. White's identity as the victim of Mr. Ramos'
16 criminal conduct after the conclusion of the criminal proceedings. *See* Compl. ¶¶ 61; 63-65. Mr.
17 Ramos alleges he had a subjective understanding from his counsel—which admittedly may have
18 been incorrect—that Mr. White would pay him an amount approaching or exceeding one million
19 dollars for a non-disclosure agreement. *Id.* ¶ 68. The mediation occurred on April 5, 2016. *Id.* ¶¶
20 66; 69; 77. Mr. White failed to offer Mr. Ramos any amount of money at the mediation, although
21 he allegedly did make an offer to Jane Doe (Mr. Ramos' then-girlfriend) who was also
22
23
24

25 *see also Mack v. Estate of Mack*, 125 Nev. 80, 91, 206 P.3d 98, 106 (2009) (court can take judicial
26 notice of related criminal proceedings in appropriate circumstances, especially where the matters
are closely related).

27 ² A true and correct copy of the Stipulation and Order for Protective Order Pursuant to Fed. R.
28 Crim. Pro. 16(d)(1) and 18 U.S.C. § 3771 was attached to the motion as Exhibit 3. The Court
takes judicial notice of this document based on the same authorities identified in footnote 1, *supra*.

participating in the mediation. *Id.* ¶¶ 6; 78; 91; 113. The mediation, thus, ended unsuccessfully as “no figure was agreed upon.” *Id.* ¶ 111.

6. In the months following the April 5 mediation, Mr. Ramos alleges that Mr. White eventually offered him and Jane Doe a combined amount of \$450,000 for a post-criminal proceedings non-disclosure agreement. *See* Compl. ¶ 101. Mr. Ramos did not accept the offer.

7. In late June 2016, Mr. Ramos filed an emergency motion to continue his sentencing so that he could substitute in new counsel and withdraw his guilty plea. *See* Compl. ¶ 79; Mot., Ex. 2 (ECF Nos. 53-54). Chief Judge Navarro denied Mr. Ramos’ motion, and sentenced him to 366 days in prison. *Id.*; *see also* Mot., Ex. 2 (ECF Nos. 56-60; 62). According to Mr. Ramos, Judge Navarro’s ruling confirmed that the parties’ negotiations regarding a potential non-disclosure agreement were independent from the criminal proceedings. *Id.* Ramos filed an appeal challenging the denial of his desire to change his plea, which was ultimately dismissed by the United States Court of Appeals for the Ninth Circuit in early-March 2017. *See* Mot., Ex. 2 (ECF Nos. 65, 72; 77-79). Mr. Ramos self-surrendered to start serving his sentence on March 28, 2017. *Id.* (ECF No. 76). After completing a period of supervised release, Mr. Ramos filed this action on April 3, 2020—nearly four years from the date of the parties’ failed mediation.

C. Mr. Ramos’ Complaint Fails to State a Claim Upon Which Relief Can Be Granted.

Mr. Ramos has asserted the following four causes of action against all Defendants: (1) breach of contract; (2) contractual breach of the implied covenant of good faith and fair dealing; (3) tortious breach of the implied covenant of good faith and fair dealing; and (4) unjust enrichment. The Court addresses each in turn.

1. Breach of Contract

Mr. Ramos alleges that he and Mr. White orally agreed to attend a mediation, that all parties “understood” White would pay Ramos a “substantial” amount of compensation in exchange for a non-disclosure agreement, and that Mr. White breached the parties’ agreement by not offering to

1 pay Mr. Ramos anything at the mediation. *See* Compl. ¶¶ 81-93. Even treating Mr. Ramos’ factual
2 allegations as true and drawing every reasonable inference in Mr. Ramos’ favor, he has not stated
3 a claim for breach of contract. Indeed, the allegations of the complaint expressly plead Ramos out
4 of any viable contract claim. *See Sprewell v. Golden State Warriors*, 266 F.3d 979, 988-89 (9th Cir.
5 2001) (a plaintiff “can . . . plead himself out of a claim[.]”).

6 “Basic contract principles require, for an enforceable contract, an offer and acceptance,
7 meeting of the minds, and consideration.” *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254, 1257
8 (2005). A meeting of the minds exists when the parties have agreed upon the contract’s essential
9 terms. *Roth v. Scott*, 112 Nev. 1078, 1083, 921 P.2d 1262, 1265 (1996). “With respect to contract
10 formation, preliminary negotiations do not constitute a binding contract unless the parties have agreed
11 to all material terms.” *May*, 121 Nev. at 672, 119 P.3d at 1257. “A valid contract cannot exist when
12 material terms are lacking or are insufficiently certain and definite” as “[t]he court must be able to
13 ascertain what is required of the respective parties.” *Id.* “A breach of contract claim that fails to
14 allege facts sufficient to show that an enforceable contract existed between the parties is subject to
15 dismissal.” *Abu Dhabi Commercial Bank v. Morgan Stanley & Co., Inc.*, 651 F. Supp. 2d 155, 173
16 (S.D.N.Y. 2009).

17 Mr. Ramos alleges multiple times that Mr. White never offered him any amount of money at
18 the mediation in exchange for a potential non-disclosure agreement. *See* Compl. ¶¶ 78; 91; 113. The
19 mediation, thus, ended unsuccessfully as “no figure was agreed upon.” *Id.* ¶ 111. These
20 allegations constitute binding judicial admissions, *see Reyburn Lawn & Landscape Designers, Inc.*
21 *v. Plaster Dev. Co., Inc.*, 127 Nev. 331, 343, 255 P.3d 268, 278 (2011) (“concessions in pleadings
22 are judicial admissions”) (quotation omitted), and unequivocally establish that the parties never
23 had a meeting of the minds on the essential contract term of price. *See, e.g., Nevada Power Co. v.*
24 *Public Util. Comm’n*, 122 Nev. 821, 839-40, 138 P.3d 486, 489-90 (2006) (“When essential terms
25 such as [price] have yet to be agreed upon by the parties, a contract cannot be formed”); *Certified*
26
27
28

1 *Fire Prot. Inc. v. Precision Constr.*, 128 Nev. 371, 378-79, 283 P.3d 250, 255 (2012) (affirming
2 district court’s conclusion that no enforceable contract existed where the parties had not agreed to
3 price and scope of work terms); *Roth*, 112 Nev. at 1083, 921 P.2d at 1265 (where parties had not
4 agreed to essential terms of the high-low bracket amounts, there was no contract for binding
5 arbitration).

6 The lack of material terms in Mr. Ramos’ alleged contract renders it impossible for this
7 Court “to ascertain what is required of the respective parties.” *May*, 121 Nev. at 672, 119 P.3d at
8 1257. To begin, Mr. Ramos repeatedly acknowledges the parties never agreed on a payment amount.
9 That Mr. Ramos had a subjective belief the payment would be “substantial” does not constitute a
10 meeting of the minds. “Contractual intent is determined by the objective meaning of the words and
11 conduct of the parties under the circumstances, not any secret or unexpressed intention or
12 understanding of one or more parties to the contract.” Nev. J.I. 13.7 (Formation; Contractual Intent).
13 Nor is there any way to ascertain what is meant by “substantial” as this word obviously can have
14 different meanings to different people.
15

16 Mr. Ramos argues in his opposition that Defendants breached an agreement to mediate by
17 failing to offer him anything on the day of the mediation, which Mr. Ramos contends is “bad faith.”
18 Nevada law, however, does not recognize an alleged agreement to negotiate in good faith as it
19 constitutes an unenforceable agreement to agree. *See, e.g., Verifone, Inc. v. A Cab, L.L.C.*, 2017 WL
20 2960519, at *3 (D. Nev. July 7, 2017) (citing *Kohlmoos Enterprises v. Pines, LLC*, 129 Nev. 1131,
21 2013 WL 5476860, at *1 (Nev. Sept. 26, 2013) (“Nevada abides by traditional jurisprudence that
22 agreements to agree are generally too indefinite to enforce as final agreements” and declining to
23 recognize “the enforceability of a preliminary agreement that requires the parties to negotiate in
24 good faith.”); *Bond Mfg. Co., Inc. v. Ashley Furniture Indus., Inc.*, 2018 WL 1511717 (D. Nev.
25 Mar. 27, 2018); *City of Reno v. Silver State Flying Serv.*, 84 Nev. 170, 438 P.2d 257 (1968) (“An
26 agreement to agree at a future time is nothing and will not support an action for damages.”).
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At best, Mr. Ramos and Defendants had a preliminary agreement to attend a mediation at which they would negotiate over the price to be paid for a post-criminal proceeding non-disclosure agreement. According to the complaint and Mr. Ramos' opposition, the parties performed the preliminary agreement by attending the mediation, *see* Opp'n at 5:17-20; 7:4-6, but it ended without a resolution. Obviously disappointed he did not achieve his desired result, Mr. Ramos now asserts a breach claim based on the way Defendants negotiated during the mediation. Nevada, however, does not recognize the enforceability of preliminary agreements requiring the parties to negotiate in good faith, and for good reason.

While Mr. Ramos may be disappointed that Defendants did not offer him anything during the mediation on April 5, 2016, parties in Defendants' shoes could be just as disappointed with what they view to be unreasonably high monetary demands of a plaintiff. Extreme positions taken by parties on the opposite sides of issues occur in mediations every day in Nevada and around the country. If such differences in viewpoint and negotiating style gave rise to independent causes of action for breaching a mediation agreement, no one would ever agree to mediate which would undermine the entire purpose of alternative dispute resolution and overburden an already-taxed judicial system. Moreover, the reality is that many initial mediations are unsuccessful and require the parties to engage in subsequent negotiations. Mr. Ramos alleges that is exactly what happened here: "Defendants continued to negotiate after that [mediation] date, and eventually offered a total amount to Ramos and Doe of \$450,000." Opp'n at 7:17-18; Compl. ¶ 101. That Ramos did not accept this offer only reinforces there was no meeting of the minds between him and Defendants and, accordingly, no enforceable contract. With no enforceable contract, the breach of contract claim fails.

2. Breach of the Implied Covenant of Good Faith and Fair Dealing
(Contractual and Tortious).

Mr. Ramos' second and third causes of action for contractual and tortious breach of the implied covenant of good faith and fair dealing cannot survive in the absence of a viable contract. *See Nev. J.I. 13.43* (requiring "[t]hat the plaintiff and the defendant entered into a valid contract" as the first element of a claim for contractual breach of the implied covenant); *Nev. J.I. 13.44* (same requirement for tortious breach of the implied covenant). Without a valid contract, which Mr. Ramos has failed to plead here for reasons addressed above, his derivative claims for breach of the implied covenant likewise fail and must likewise be dismissed. *See, e.g., Greenstein v. Wells Fargo Bank, N.A.*, 2017 WL 1173916, at *1 (D. Nev. Mar. 29, 2017) ("[w]ithout a contract, Greenstein's claims for breach of contract and breach of the implied covenant fail."); *Walker v. Venetian Casino Resort, LLC*, 2012 WL 4794149, at *11 (D. Nev. Oct. 9, 2012) ("[s]ince Plaintiffs have not demonstrated that an enforceable [] contract existed . . . [they] cannot maintain their claim for breach of the implied covenant of good faith and fair dealing.").

Mr. Ramos' claim for tortious breach of the implied covenant must be dismissed for the independent reason that he has nowhere plead "there was a special element of reliance or trust between [Mr. Ramos and Mr. White], such that, [Mr. White] was in a superior position or entrusted position of knowledge." *See Nev. J.I. 13.44* (recounting second element of claim for tortious breach of the implied covenant). A claim for tortious breach of the implied covenant has been recognized in limited circumstances such as in the insurer-insured context or in fiduciary relationships. *See, e.g., Shannon v. ReconTrust Co.*, 2012 WL 1695664, at *4 (D. Nev. May 11, 2012) (dismissing claim for tortious breach of the implied covenant where there was no underlying contract and, in any event, no fiduciary relationship existed between the parties). No such special relationship has been alleged here.

3. Unjust Enrichment

Lastly, Mr. Ramos alleges his “silence” regarding the events surrounding his criminal conduct enabled the UFC to be sold in July 2016 for more than \$4 billion. *See* Compl. ¶¶ 114-18. Mr. Ramos specifically contends Defendants were unjustly enriched because they “obtained” his silence and “enjoyed and retained” the benefit thereof by virtue of the company’s sale or the sale price not being affected by potential negative publicity. *Id.* Mr. Ramos seeks damages in an amount attributable to “the value of the UFC at the time of the sale enhanced by the non-disclosure.” *Id.* at 14:14-16. This claim fails for several reasons.

“Unjust enrichment is the unjust retention of a benefit to the loss of another, or the retention of money or property of another against the fundamental principles of justice or equity and good conscience.” *Topaz Mut. Co. v. Marsh*, 108 Nev. 845, 856, 839 P.2d 606, 613 (1992) (quoting *Nevada Industrial Dev. v. Benedetti*, 103 Nev. 360, 363 n.2, 741 P.2d 802, 804 n.2 (1987)). The essential elements of unjust enrichment “are a benefit conferred on the defendant by the plaintiff, appreciation by the defendant of such benefit, and acceptance and retention by the defendant of such benefit.” *Id.* (quoting *Unionamerica Mtg. v. McDonald*, 97 Nev. 210, 212, 626 P.2d 1272, 1273 (1981)). Unjust enrichment is an equitable claim that implies a “quasi-contract.” *Hunt v. Zuffa, LLC*, 361 F. Supp. 3d 992, 1008 (D. Nev. 2019).

As a threshold matter, Ramos does not allege that any Defendant retained “money or property *of another* against the fundamental principles of equity and good conscience.” *Topaz, supra* (emphasis added). After all, the value of the UFC—regardless of any allegation about an “enhanced” sales price due to non-disclosure—has never belonged to Mr. Ramos. *See State, Dep’t of Taxation v. Chrysler Grp. LLC*, 129 Nev. 274, 281 n.4, 300 P.3d 713, 717 n.4 (2013) (“We also reject Chrysler’s unjust enrichment argument because the sales tax paid to the State never belonged to Chrysler.”). Thus, insofar as Mr. Ramos seeks unjust enrichment damages “based on the value of the UFC at the time of sale,” his request is legally untenable.

That leaves Mr. Ramos trying to plead a claim for unjust enrichment based on Defendants’ alleged “unjust retention of a benefit to the loss of another.” *Topaz, supra*. Here, the alleged benefit is Mr. Ramos’ silence. *See* Compl. ¶ 117. But Mr. Ramos’ allegations in the complaint (and as also acknowledged in his opposition and confirmed by the judicially noticeable facts) indisputably establish that Mr. Ramos’ silence during the criminal proceedings—from at least October 5, 2015 through March 2017 when his appeal was dismissed—stemmed directly from a protective order entered by Magistrate Judge Hoffman in that case. *Id.* ¶¶ 49-50; 52; 57; 62; 64; and 76; *see also* Mot., Ex. 2 (ECF Nos. 40; 60; and 72) and Ex. 3. It has been settled law for more than eight decades that a person is not entitled to restitution through unjust enrichment by simply performing an independent legal obligation. *See* Restatement (First) of Restitution § 60 cmt. a (1937) (“If a person does an act which it is his legal duty to do, whether such duty is enforceable at law or in equity, he is not entitled to restitution, irrespective of the cause of the act.”) (updated through June 2020); *see also id.* § 106 (instructing that “[a] person who, incidentally to the performance of his own duty or to the protection or the improvement of his own things, has conferred a benefit upon another, is not thereby entitled to contribution.”).

Multiple courts have relied on the foregoing principles when granting dispositive motions on unjust enrichment claims. *See, e.g., Allegheny Gen. Hosp. v. Philip Morris, Inc.*, 228 F.3d 429, 446-48 (3d Cir. 2000) (affirming dismissal of unjust enrichment claim where plaintiff hospitals had an independent legal obligation to provide healthcare to nonpaying patients such that any benefit to defendant tobacco companies was incidental to the hospitals’ own duty); *Oregon Laborers-Employers Health & Welfare Tr. Fund v. Philip Morris, Inc.*, 185 F.3d 957, 968-69 (9th Cir. 1999) (“because plaintiffs had an independent obligation to pay the smokers’ medical expenses, they cannot maintain an action for unjust enrichment against defendants just because defendants were incidentally benefitted.”); *Chem-Nuclear Sys., Inc. v. Arivee Chemicals, Inc.*, 978 F. Supp. 1105, 1110-11 (N.D. Ga. 1997) (plaintiff under an administrative order to remediate

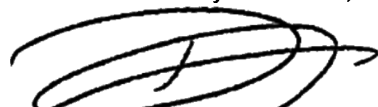
property could not pursue unjust enrichment claim against defendant who would incidentally benefit from the clean-up); *Hobart Corp. v. Waste Mgmt. of Ohio, Inc.*, 840 F. Supp. 2d 1013, 1036-37 (S.D. Ohio 2011) (dismissing unjust enrichment claim where settlement agreement imposed obligation on plaintiff to remediate site such that any benefit to defendant accrued by virtue of plaintiff's performance of its own legal duty).

During the time leading up to the announcement of UFC's sale in early-July 2016 (and continuing through the Ninth Circuit's dismissal of his appeal in March 2017), Mr. Ramos was subject to a court order that required him to maintain confidentiality regarding the identity of his victim. Because he had an independent obligation not to disclose this information, any alleged benefit to Defendants was incidental to Mr. Ramos' performance of his own legal duty. The parties' failed negotiations over a non-disclosure agreement that would have applied *after* the criminal proceedings concluded has no impact on this issue as it never came to fruition, and Mr. Ramos has now disclosed the subject information through this lawsuit, thus rendering any alleged benefit nonexistent. The unjust enrichment claim, accordingly, fails as a matter of law.

THEREFORE, IT IS HEREBY ORDERED that Defendants' Motion to Dismiss Pursuant to NRCP 12(b)(5) is GRANTED. Given the concessions made in the complaint and the judicially noticeable facts identified herein, the dismissal is with prejudice.

DATED this ____ day of October, 2020.

Dated this 19th day of October, 2020



DISTRICT COURT JUDGE
THE HONORABLE DAVID M. JONES

Submitted by:
CAMPBELL & WILLIAMS

FD8 1B8 5BC1 CF74
David M Jones
District Court Judge

By: /s/ J. Colby Williams
DONALD J. CAMPBELL, ESQ. (1216)
J. COLBY WILLIAMS, ESQ. (5549)
Attorneys for Defendants
Dana White, Zuffa, LLC
and UFC Holdings, LLC

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Joshua Ramos, Plaintiff(s)

CASE NO: A-20-813230-C

7 vs.

DEPT. NO. Department 29

8 Dana White, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 10/19/2020

15 Donald Campbell	djc@cwlawlv.com
16 Jon Williams	jcw@cwlawlv.com
17 Philip Erwin	pre@cwlawlv.com
18 Samuel Mirkovich	srm@cwlawlv.com
19 Matthew Wagner	maw@cwlawlv.com
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27	
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Contract

COURT MINUTES

October 07, 2020

A-20-813230-C Joshua Ramos, Plaintiff(s)
vs.
Dana White, Defendant(s)

October 07, 2020 9:00 AM Motion to Dismiss

HEARD BY: Jones, David M **COURTROOM:** RJC Courtroom 15A

COURT CLERK: Michaela Tapia

RECORDER: Melissa Delgado-Murphy

REPORTER:

PARTIES

PRESENT: Campbell, Donald J. Attorney
Christopherson, Ian Attorney
Williams, Jon C. Attorney

JOURNAL ENTRIES

- Following arguments by counsel; COURT ORDERED, Motion to Dismiss for Contract DENIED; Motion to Dismiss Unjust Enrichment GRANTED. Defendant to prepare the order and submit the Findings of Fact and Conclusions of Law.



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

IAN CHRISTOPHERSON, ESQ.
600 S. THIRD ST.
LAS VEGAS, NV 89101

DATE: November 12, 2020
CASE: A-20-813230-C

RE CASE: JOSUA RAMOS AKA ERNESTO JOSHUA RAMOS vs. DANA WHITE; UFC HOLDINGS, LLC;
ZUFFA, LLC DBA ULTIMATE FIGHTING CHAMPIONSHIP

NOTICE OF APPEAL FILED: November 10, 2020

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
 - *Previously paid Bonds are not transferable between appeals without an order of the court.*
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

***Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; ORDER GRANTING DEFENDANTS' MOTION TO DISMISS COMPLAINT PURSUANT TO NRCP 12(B)(5); NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS' MOTION TO DISMISS COMPLAINT PURSUANT TO NRCP 12(B)(5); DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

JOSUA RAMOS AKA ERNESTO JOSHUA RAMOS,

Plaintiff(s),

vs.

DANA WHITE; UFC HOLDINGS, LLC;
ZUFFA, LLC DBA ULTIMATE FIGHTING
CHAMPIONSHIP,

Defendant(s),

Case No: A-20-813230-C

Dept No: XXIX

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 12 day of November 2020.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk