

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

ZION WOOD OBI WAN TRUST  
AND SHAWN WRIGHT AS  
TRUSTEE OF THE ZION WOOD OBI  
WAN TRUST

Appellant

vs.

MMAWC, LLC d/b/a WORLD  
SERIES OF FIGHTING a Nevada  
Limited Liability Company; MMAX  
INVESTMENT PARTNERS d/b/a  
PROFESSIONAL FIGHTERS  
LEAGUE; NANCY and BRUCE  
DEIFIK FAMILY PARTNERSHIP,  
LLP., a Colorado limited liability  
partnership

Respondents

**Supreme Court Case No:**

**85051**

**District Court Case No:**

**A-17-764118-C**

**APPEAL**

From the Eighth Judicial District Court

Department I

Clark County Nevada

HONORABLE NANCY ALF

APPELLANTS' APPENDIX VOL 3

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LAW OFFICES OF BYRON THOMAS

BYRON THOMAS, ESQ.

BAR NO: 8906

	<b>Filing Date</b>	<b>Page Numbers</b>	<b>Volume</b>
Amended Complaint	6/3/2019	AA453-473	III
Amended Notice of Entry of Order Re: MMAWC, LLC's Motion to Dismiss And To Compel Arbitration	3/14/2018	AA207 – AA210	I
Clerk's Certificate and Judgment	10/7/2019	AA496-507	IV
Commissioner's Decision on Request for Exemption	6/6/2019	AA474-475	III
Complaint	11/3/2017	AA002 - AA023	I
Defendant Carlos Silva's Answer to Complaint	3/15/2019	AA425-450	III
Defendant MMAX Investment Partners Inc.'s Answer to Complaint	3/11/2019	AA396- A424	

Findings of Fact & Conclusions of Law and Order Granting Motion to Lift Default of Keith Redmond and to Quash Purported Service of Process and for Attorney Fees	01/16/2019	AA358-368	III
Joint Motion for Attorney Fees Per 38.243	7/1/2022	A-639-680	V
Joint Motion to Reopen This Matter and to Confirm Arbitration Awards in Favor of Defendants and for Judgment Thereon	4/4/2022	AA515-580	IV
Joint Reply in Support of Defendants' Joint Motion to Reopen This Matter and to Confirm Arbitration Awards in Favor of Defendants and for Judgment Thereon (Publicly Filed Version)	5/6/2022	AA587-596	IV
Joint Reply in Support of Motion for Attorney Fees	7/29/2022	AA707-714	V
June 8, 2022 Transcript	1/10/2023	AA597-609	IV
Motion to Dismiss And To Compel Arbitration	1/8/2018	AA024 - AA115	I

Motion to Dismiss And To Compel Arbitration By Defendants Bruce Deifik and Nancy And Bruce Deifik Family Partnership, LLLP	3/23/2018	AA211 – AA225 AA-226 - AA337	I & II
Notice of Appeal	7/14/2022	AA686-700	V
Notice of Appeal By Defendants MMAWC, LLC, Bruce Deifik and Nancy And Bruce Deifik Family Partnership, LLLP	4/11/2018	AA338 – AA339	II
Notice of Entry of Order and Judgment Granting MMAWC and MMAX's Joint Motion for Attorney Fees Pursuant to NRS 38.243	8/17/2022	AA720- AA727	V
Notice of Entry of Findings of Fact & Conclusions of Law and Order Granting Motion to Lift Default of Keith Redmond and to Quash Purported Service of Process and for Attorney Fees	01/16/2019	AA369-381	III
Notice of Entry of Order  (1) Granting in Part and Denying in part Defendant Carlos Silva's Motion to Dismiss Pursuant to Nevada Rule of Civil Procedure 12(B)(5); and	11/19/2018	AA348-352	III

(2) Granting in Part and Denying in Part Plaintiffs' Countermotion for Leave			
Notice of Entry of Order  (1) Granting in Part and Denying in part Defendant MMAX Motion to Quash Service of Process and to Dismiss Pursuant NRCP 4(i); and  (2) Granting in Part and Denying in Part Countermotion to Enlarge Time for Service	11/19/2018	AA353-357	III
Notice of Entry of Order Granting MMAWC and MMAX's Joint Motion to Confirm Arbitration Awards	6/14/2022	AA634-638	V
Notice of Entry of Order and Judgment Awarding Defendant Keith Redmond his Reasonable Attorneys' Fees and Costs	2/4/2019	AA384-388	III
Notice of Entry of Order Dismissing Action Without Prejudice	10/23/2019	AA509-514	IV
Notice of Entry of Order Granting Defendants' Joint Motion to File Exhibit Attached to Joint Reply in Support of Defendants' Joint Motion to Reopen This Matter and Confirm Arbitration Awards in Favor of Defendants and For	6/9/2022	AA616-626	IV

Judgment Thereon Under Seal			
Notice of Entry of Order Granting in Part and Denying in Part Defendant MMAX Investment Partner's Motion to Dismiss Pursuant to Nevada Rule of Civil Procedure 12(B)(5)  <b><i>Duplicate Order after NOE</i></b>	2/11/2019	AA391-95	III
Notice of Entry of Order Stipulation and Order The Plaintiff's Pleading Filed on 6/13/19 Captioned As "Amended Complaint" is Plaintiff's More Definite Statement as to its Claims Against Defendant Keith Redmond and the other Defendants do not Have to Respond	7/1/2019	AA480-485	IV
Opposition to Defendant MMAWC, LLC d/b/a World Series of Fighting Motion to Dismiss	2/2/2018	AA116 - AA148 1	I
Opposition to Joint Motion for Attorney Fees		AA701-706	V
Opposition to Joint Motion to Confirm Arbitration	4/28/2022	AA581-586	IV

Order  (1) Granting in Part and Denying in part Defendant MMAX Motion to Quash Service of Process and to Dismiss Pursuant NRCP 4(i); and  (2) Granting in Part and Denying in Part Countermotion to Enlarge Time for Service	11/19/2018	AA342-343 and AA346-347	III
Order  (1) Granting in Part and Denying in part Defendant Carlos Silva's Motion to Dismiss Pursuant to Nevada Rule of Civil Procedure 12(B)(5); and  (2) Granting in Part and Denying in Part Plaintiffs' Countermotion for Leave to Amend	11/19/2018	AA344-345	III
Order	9/18/2019	AA493-495	IV

Order and Judgment Awarding Defendant Keith Redmond his Reasonable Attorneys' Fees and Costs	2/1/2019	AA382-383	III
Order and Judgment Granting MMAWC and MMAX's Joint Motion for Attorney Fees Pursuant to NRS 38.243	8/16/2022	AA715-719	V
Order Dismissing Claims Against Keith Redmond Without Prejudice	8/27/2019	AA486-492	IV
Order Granting Defendants' Joint Motion to File Exhibit Attached to Joint Reply in Support of Defendants' Joint Motion to Reopen This Matter and Confirm Arbitration Awards in Favor of Defendants and For Judgment Thereon Under Seal	6/09/2022	AA610-615	IV
Order Granting in Part and Denying in Part Defendant MMAX Investment Partner's Motion to Dismiss Pursuant to Nevada Rule of Civil Procedure 12(B)(5)	2/8/2019	AA389-390	III
Order Granting MMAWC and MMAX's Joint Motion to Confirm Arbitration Awards	6/13/2022	AA627-633	V



Order on Motion to Quash Service of Process and to Dismiss Pursuant to Nevada Rule of Civil Procedure 4(i)	8/28/2018	AA340-341	III
Order Re: MMAWC, LLC's Motion To Dismiss And To Compel Arbitration	3/13/2018	AA205 – AA206	I
Order to Statistically Close Case	10/8/2019	AA508	IV
Reply In Support Of Motion to Dismiss And To Compel Arbitration	2/15/2015	AA149 – AA197	I
Stipulation and Order The Plaintiff's Pleading Filed on 6/13/19 Captioned As "Amended Complaint" is Plaintiff's More Definite Statement as to its Claims Against Defendant Keith Redmond and the other Defendants do not Have to Respond	7/1/2019	AA476-479	III
Stipulation and Order to Extend the Deadlines to File Opposition and Reply to Defendants' Joint Motion for Attorney Fees	7/14/2022	AA681-685	V
Stipulation to Vacate Hearing on Keith Redmond's Motion for a More Definite Statement and to Allow Plaintiffs to File a More	5/17/2019	AA451-452	III

Definite Statement			
Summons	12/7/2017	AA001 -- AA002	I
Transcript of Hearing	02/21/2018	AA198 -- AA204	I

*Steven D. Grierson*

1 **ORDD**  
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6 **EIGHTH JUDICIAL DISTRICT COURT**  
7 **CLARK COUNTY, NEVADA**

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

12 Plaintiffs,

13 vs.

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

25 Defendants.

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

**ORDER ON MOTION TO  
QUASH SERVICE OF PROCESS AND TO  
DISMISS PURSUANT TO NEVADA  
RULE OF CIVIL PROCEDURE 4(i)**

Hearing Date: May 23, 2018  
Hearing Time: 10:00 a.m.

21 This matter having come on for hearing on May 23, 2018 at 10:00 a.m., Byron E. Thomas,  
22 Esq. appearing on behalf of Plaintiffs and Christian T. Spaulding, Esq. appearing on behalf of  
23 Defendant Carlos Silva, the Court having reviewed the papers and pleadings on file, the argument of  
24 Counsel, good cause appearing therefore, and for the reasons set forth by the Court on the record:

25 ///

26 ///

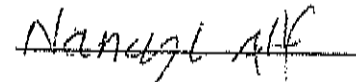
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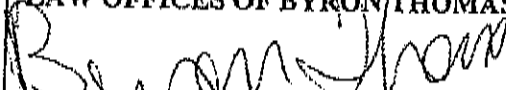
1 IT IS HEREBY ORDERED that Defendant Carlos Silva's Motion to Quash Service of  
2 Process and to Dismiss Pursuant to Nevada Rule of Civil Procedure 4(i) is hereby DENIED.

3 IT IS SO ORDERED.

4 Dated this 21 June, 2018

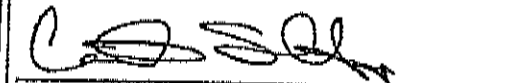
5  
6   
7 DISTRICT COURT JUDGE  
8 ALF

9 Submitted by:  
10 LAW OFFICES OF BYRON THOMAS

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12 *Attorneys for Defendants Carlos Silva and*  
13 *MMA Investment Partners, Inc. dba*  
14 *Professional Fighters League*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 ZION WOOD OBI WAN TRUST and  
12 SHAWN WRIGHT as trustee of ZION  
13 WOOD OBI WAN TRUST; WSO  
14 GLOBAL, LLC, a Wyoming limited liability  
15 company

16 Plaintiffs,

17 vs.

18 MMAWC, LLC d/b/a WORLD SERIES OF  
19 FIGHTING, a Nevada limited liability  
20 company; MMA INVESTMENT  
21 PARTNERS INC. dba PROFESSIONAL  
22 FIGHTERS LEAGUE, a Delaware  
23 corporation, BRUCE DEIFI, an individual;  
24 CARLOS SILVA, an individual; NANCY  
25 AND BRUCE DEIFI FAMILY  
26 PARTNERSHIP LLP, Colorado limited  
27 liability partnership; KEITH REDMOND, an  
28 individual; DOES I through X, inclusive; and  
ROE Corporations XX through XXX,  
inclusive,

Defendants.

CASE NO: A-17-764118-C  
Dept. No.: 27

**ORDER:**

(1) GRANTING IN PART AND DENYING  
IN PART DEFENDANT MMA  
INVESTMENT PARTNERS, INC.'S  
MOTION TO QUASH SERVICE OF  
PROCESS AND TO DISMISS PURSUANT  
TO NRCP 4(i); and

(2) GRANTING IN PART AND DENYING  
IN PART PLAINTIFFS'  
COUNTERMOTION TO ENLARGE  
TIME FOR SERVICE

Defendant MMA Investment Partners, Inc.'s ("Defendant") Motion to Quash Service of  
Process and to Dismiss Pursuant to NRCP 4(i) (the "Motion") and Plaintiffs' Opposition and  
Counter-motion to Enlarge Time for Service ("Counter-motion") came before this Court on October

17, 2018 with Christian T. Spaulding appearing on behalf of Defendant and Byron E. Thomas appearing on behalf of Plaintiffs. The Court having considered Defendant's Motion and Plaintiffs' Countermotion; having heard argument of counsel; and good cause appearing, and for the reasons set forth on the record HEREBY ORDERS:

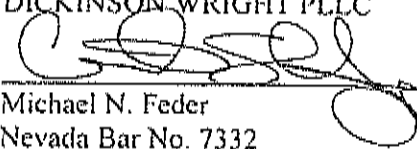
1. Defendant's Motion to Quash is GRANTED.
2. Defendants' Motion to Dismiss is DENIED without prejudice.
3. Defendant's request for attorneys' fees is DENIED.
4. Plaintiffs' Countermotion is granted in that Plaintiffs have until November 7, 2018 to re-serve Defendant.

DATED this 8 day of November 2018.


Nancy ALK  
District Court Judge

Submitted by:

DICKINSON WRIGHT PLLC

  
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*Attorney for Plaintiffs*

*Steven D. Grierson*

1 **ORDER**  
2 **DICKINSON WRIGHT PLLC**  
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13 *MMA Investment Partners, Inc. dba*  
14 *Professional Fighters League*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10  
11 ZION WOOD OBI WAN TRUST and  
12 SHAWN WRIGHT as trustee of ZION  
13 WOOD OBI WAN TRUST; WSO  
14 GLOBAL, LLC, a Wyoming limited liability  
15 company

16  
17 Plaintiffs,

18 vs.

19 MMAWC, LLC d/b/a WORLD SERIES OF  
20 FIGHTING, a Nevada limited liability  
21 company; MMA INVESTMENT  
22 PARTNERS INC. dba PROFESSIONAL  
23 FIGHTERS LEAGUE, a Delaware  
24 corporation, BRUCE DEIFIK, an individual;  
25 CARLOS SILVA, an individual; NANCY  
26 AND BRUCE DEIFIK FAMILY  
27 PARTNERSHIP LLLP, Colorado limited  
28 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

**ORDER:**

(1) GRANTING IN PART AND DENYING  
IN PART DEFENDANT CARLOS  
SILVA'S MOTION TO DISMISS  
PURSUANT TO NEVADA RULE OF  
CIVIL PROCEDURE 12(B)(5); AND

(2) GRANTING IN PART AND DENYING  
IN PART PLAINTIFFS'  
COUNTERMOTION FOR LEAVE TO  
AMEND

Defendant Carlos Silva's ("Defendant") Motion to Dismiss Pursuant to Nevada Rule of Civil Procedure 12(b)(5) (the "Motion") and Plaintiffs' Opposition and Countermotion for Leave to Amend ("Countermotion") came before this Court on October 17, 2018 with Christian T.

1 Spaulding appearing on behalf of Defendant and Byron E. Thomas appearing on behalf of  
2 Plaintiffs. The Court having considered Defendant's Motion and Plaintiffs' Countermotion;  
3 having heard argument of counsel; and good cause appearing, and for the reasons set forth on the  
4 record, HEREBY ORDERS:

4 1. Defendant's Motion is GRANTED IN PART AND DENIED IN PART as follows:

5 2. Plaintiffs' claims for: (1) Breach of Contract – Settlement Agreement; (2) Breach  
6 of the Implied Covenant of Good Faith and Fair Dealing; (3) Declaratory Relief; and (4) Specific  
7 Performance are dismissed with prejudice.

8 3. Plaintiffs' claims for (1) Intentional Interference with Prospective Economic  
9 Advantage; (2) Tortious Interference with Contract; and (3) Civil RICO are dismissed without  
10 prejudice with leave to amend.

10 4. Defendant's Motion is DENIED as to Plaintiffs' remaining claims.

11 5. Plaintiffs' Countermotion is GRANTED only to the extent Plaintiffs have thirty  
12 (30) days after the Notice of Entry of this Order to file an amended complaint consistent with the  
13 rulings above.

14 DATED this 8 day of November 2018.

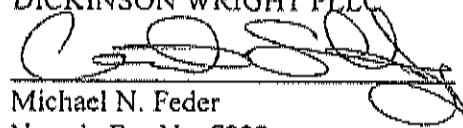
15 Nancy L. Alif  
16 District Court Judge

17 

18  
19 Submitted by:

20 Approved as to Form and Content:

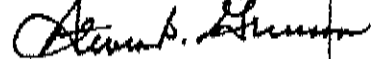
21 DICKINSON WRIGHT PLLC

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23 Michael N. Feder  
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MMAX Investment Partners, Inc. dba  
Professional Fighters League

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1 **ORDER**  
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13 *MMA Investment Partners, Inc. dba*  
14 *Professional Fighters League*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10  
11 ZION WOOD OBI WAN TRUST and  
12 SHAWN WRIGHT as trustee of ZION  
13 WOOD OBI WAN TRUST; WSO  
14 GLOBAL, LLC, a Wyoming limited liability  
15 company

16 Plaintiffs,

17 vs.

18 MMAWC, LLC d/b/a WORLD SERIES OF  
19 FIGHTING, a Nevada limited liability  
20 company; MMA INVESTMENT  
21 PARTNERS INC. dba PROFESSIONAL  
22 FIGHTERS LEAGUE, a Delaware  
23 corporation, BRUCE DEIFIK, an individual;  
24 CARLOS SILVA, an individual; NANCY  
25 AND BRUCE DEIFIK FAMILY  
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27 liability partnership; KEITH REDMOND, an  
28 individual; DOES I through X, inclusive; and  
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inclusive,

Defendants.

CASE NO: A-17-764118-C  
Dept. No.: 27

**ORDER:**

(1) GRANTING IN PART AND DENYING  
IN PART DEFENDANT MMA  
INVESTMENT PARTNERS, INC.'S  
MOTION TO QUASH SERVICE OF  
PROCESS AND TO DISMISS PURSUANT  
TO NRCP 4(i); and

(2) GRANTING IN PART AND DENYING  
IN PART PLAINTIFFS'  
COUNTERMOTION TO ENLARGE  
TIME FOR SERVICE

Defendant MMA Investment Partners, Inc.'s ("Defendant") Motion to Quash Service of  
Process and to Dismiss Pursuant to NRCP 4(i) (the "Motion") and Plaintiffs' Opposition and  
Counter-motion to Enlarge Time for Service ("Counter-motion") came before this Court on October

1 17, 2018 with Christian T. Spaulding appearing on behalf of Defendant and Byron E. Thomas  
2 appearing on behalf of Plaintiffs. The Court having considered Defendant's Motion and Plaintiffs'  
3 Countermotion; having heard argument of counsel; and good cause appearing, and for the reasons  
4 set forth on the record HEREBY ORDERS:

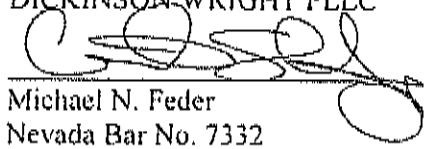
- 5 1. Defendant's Motion to Quash is GRANTED.
- 6 2. Defendants' Motion to Dismiss is DENIED without prejudice.
- 7 3. Defendant's request for attorneys' fees is DENIED.
- 8 4. Plaintiffs' Countermotion is granted in that Plaintiffs have until November 7, 2018 to re-  
9 serve Defendant.

10 DATED this 8 day of November 2018.

11 Nancy Aik  
12 District Court Judge

13  
14 Submitted by:

15 DICKINSON WRIGHT PLLC

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17 Michael N. Feder  
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25 Attorneys for Defendants Carlos Silva and  
26 MMAX Investment Partners, Inc. dba  
27 Professional Fighters League  
28

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Attorney for Plaintiffs

*Steven D. Grierson*

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14 *MMA Investment Partners, Inc. dba*  
15 *Professional Fighters League*

16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

18 **ZION WOOD OBI WAN TRUST and**  
19 **SHAWN WRIGHT as trustee of ZION**  
20 **WOOD OBI WAN TRUST; WSO**  
21 **GLOBAL, LLC, a Wyoming limited liability**  
22 **company**

23 **Plaintiffs,**

24 **vs.**

25 **MMAWC, LLC d/b/a WORLD SERIES OF**  
26 **FIGHTING, a Nevada limited liability**  
27 **company; MMA INVESTMENT**  
28 **PARTNERS INC. dba PROFESSIONAL**  
**FIGHTERS LEAGUE, a Delaware**  
**corporation, BRUCE DEIFIK, an individual;**  
**CARLOS SILVA, an individual; NANCY**  
**AND BRUCE DEIFIK FAMILY**  
**PARTNERSHIP LLP, 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: (1)**  
**GRANTING IN PART AND DENYING IN**  
**PART DEFENDANT CARLOS SILVA'S**  
**MOTION TO DISMISS PURSUANT TO**  
**NEVADA RULE OF CIVIL PROCEDURE**  
**12(B)(5); and**

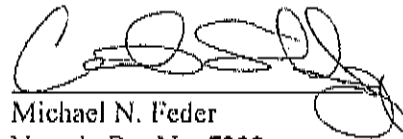
**(2) GRANTING IN PART AND DENYING**  
**IN PART PLAINTIFFS'**  
**COUNTERMOTION FOR LEAVE TO**  
**AMEND**

**PLEASE TAKE NOTICE that an Order: (1) Granting in Part and Denying in Part**  
**Defendant Carlos Silva's Motion to Dismiss Pursuant to Nevada Rule of Civil Procedure 12(B)(5);**

1 and (2) Granting in Part and Denying in Part Plaintiffs' Countermotion for Leave to Amend was  
2 entered by the Clerk of the Court on November 19, 2018, a copy of which is attached hereto.

3  
4 DATED this 19<sup>th</sup> day of November, 2018.

5 DICKINSON WRIGHT PLLC

6 

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16 *MMAX Investment Partners, Inc. dba*


17 *Professional Fighters League*

CERTIFICATE OF SERVICE

The undersigned, an employee of Dickinson Wright PLLC, hereby certifies that on the 19<sup>th</sup> day of November 2018, he caused a copy of the foregoing **NOTICE OF ENTRY OF ORDER (1) GRANTING IN PART AND DENYING IN PART DEFENDANT CARLOS SILVA'S MOTION TO DISMISS PURSUANT TO NEVADA RULE OF CIVIL PROCEDURE 12(B)(5); AND (2) GRANTING IN PART AND DENYING IN PART PLAINTIFFS' COUNTERMOTION FOR LEAVE TO AMEND** to be transmitted by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve system addressed to:

Byron E. Thomas, Esq.  
3275 S. Jones Blvd., Ste. 104  
Las Vegas, NV 89146  
Byronthomaslaw@gmail.com  
*Attorney for Plaintiffs*

Maximiliano D. Couvillier III  
KENNEDY & COUVILLIER, PLLC  
3271 E. Warm Spring Rd.  
Las Vegas, Nevada 89120  
mcouvillier@kclawnv.com  
*Attorneys for Defendants MMAWC, LLC,  
Bruce Deifik and The Nancy And Bruce Deifik  
Family Partnership LLLP*



An employee of Dickinson Wright PLLC

*Steven D. Grier*

**ORDR**  
**DICKINSON WRIGHT PLLC**  
Michael N. Feder  
Nevada Bar No. 7332  
Email: mfeder@dickinson-wright.com  
Christian T. Spaulding  
Nevada Bar No. 14277  
Email: cspaulding@dickinson-wright.com  
8363 West Sunset Road, Suite 200  
Las Vegas, Nevada 89113-2210  
Tel: (702) 550-4400  
*Attorneys for Defendants Carlos Silva and*  
*MMA Investment Partners, Inc. dba*  
*Professional Fighters League*

**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,

vs.

MMAWC, LLC d/b/a WORLD SERIES OF  
FIGHTING, a Nevada limited liability  
company; MMA 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, 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

**ORDER:**

(1) GRANTING IN PART AND DENYING  
IN PART DEFENDANT CARLOS  
SILVA'S MOTION TO DISMISS  
PURSUANT TO NEVADA RULE OF  
CIVIL PROCEDURE 12(B)(5); AND

(2) GRANTING IN PART AND DENYING  
IN PART PLAINTIFFS'  
COUNTERMOTION FOR LEAVE TO  
AMEND

Defendant Carlos Silva's ("Defendant") Motion to Dismiss Pursuant to Nevada Rule of  
Civil Procedure 12(b)(5) (the "Motion") and Plaintiffs' Opposition and Countermotion for Leave  
to Amend ("Countermotion") came before this Court on October 17, 2018 with Christian T.

1 Spaulding appearing on behalf of Defendant and Byron E. Thomas appearing on behalf of  
2 Plaintiffs. The Court having considered Defendant's Motion and Plaintiffs' Countermotion;  
3 having heard argument of counsel; and good cause appearing, and for the reasons set forth on the  
4 record, HEREBY ORDERS:

5 1. Defendant's Motion is GRANTED IN PART AND DENIED IN PART as follows:

6 2. Plaintiffs' claims for: (1) Breach of Contract – Settlement Agreement; (2) Breach  
7 of the Implied Covenant of Good Faith and Fair Dealing; (3) Declaratory Relief; and (4) Specific  
8 Performance are dismissed with prejudice.

9 3. Plaintiffs' claims for (1) Intentional Interference with Prospective Economic  
10 Advantage; (2) Tortious Interference with Contract; and (3) Civil RICO are dismissed without  
11 prejudice with leave to amend.

12 4. Defendant's Motion is DENIED as to Plaintiffs' remaining claims.

13 5. Plaintiffs' Countermotion is GRANTED only to the extent Plaintiffs have thirty  
14 (30) days after the Notice of Entry of this Order to file an amended complaint consistent with the  
15 rulings above.

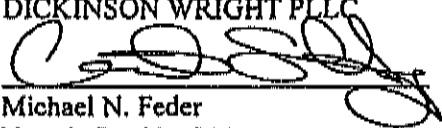
16 DATED this 8 day of November 2018.

17 Nancy L. Alf  
18 District Court Judge  
19 

20 Submitted by:

Approved as to Form and Content:

21 DICKINSON WRIGHT PLLC

22   
23 Michael N. Feder  
24 Nevada Bar No. 7332  
25 Christian T. Spaulding  
26 Nevada Bar No. 14277  
27 8363 West Sunset Road, Suite 200  
28 Las Vegas, Nevada 89133-2210  
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Attorneys for Defendants Carlos Silva and  
MMAX Investment Partners, Inc. dba  
Professional Fighters League

Byron E. Thomas  
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Byronthomaslaw@gmail.com  
Attorney for Plaintiffs

*Steven D. Grierson*

1 **NEOJ**  
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11 Tel: (702) 550-4400  
12 Fax: (844) 670-6009  
13 *Attorneys for Defendants Carlos Silva and*  
14 *MMA Investment Partners, Inc. dba*  
15 *Professional Fighters League*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 ZION WOOD OBI WAN TRUST and  
13 SHAWN WRIGHT as trustee of ZION  
14 WOOD OBI WAN TRUST; WSO  
15 GLOBAL, LLC, a Wyoming limited liability  
16 company

15 Plaintiffs,

16 vs.

17 MMAWC, LLC d/b/a WORLD SERIES OF  
18 FIGHTING, a Nevada limited liability  
19 company; MMA INVESTMENT  
20 PARTNERS INC. dba PROFESSIONAL  
21 FIGHTERS LEAGUE, a Delaware  
22 corporation, BRUCE DEIFIK, an individual;  
23 CARLOS SILVA, an individual; NANCY  
24 AND BRUCE DEIFIK FAMILY  
25 PARTNERSHIP LLP, Colorado limited  
26 liability partnership; KEITH REDMOND, an  
27 individual; DOES I through X, inclusive; and  
28 ROE Corporations XX through XXX,  
inclusive,

26 Defendants.

CASE NO: A-17-764118-C  
Dept. No.: 27

NOTICE OF ENTRY OF ORDER: (1)  
GRANTING IN PART AND DENYING IN  
PART DEFENDANT MMA  
INVESTMENT PARTNERS, INC.'S  
MOTION TO QUASH SERVICE OF  
PROCESS AND TO DISMISS PURSUANT  
TO NRCP 4(i); and

(2) GRANTING IN PART AND DENYING  
IN PART PLAINTIFFS'  
COUNTERMOTION TO ENLARGE TIME  
FOR SERVICE

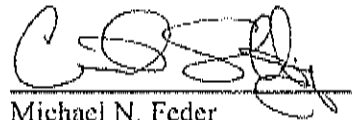
PLEASE TAKE NOTICE that an Order: (1) Granting in Part and Denying in Part  
Defendant MMA Investment Partners, Inc.'s Motion to Quash Service of Process and to Dismiss



Pursuant to NRCP 4(i); and (2) Granting in Part and Denying in Part Plaintiffs' Countermotion to Enlarge Time for Service was entered by the Clerk of the Court on November 19, 2018, a copy of which is attached hereto.

DATED this 19<sup>th</sup> day of November, 2018.

DICKINSON WRIGHT PLLC



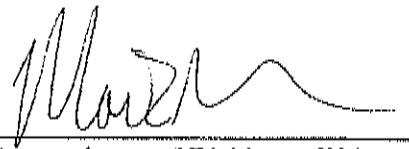
Michael N. Feder  
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*Attorneys for Defendants Carlos Silva and  
MMAX Investment Partners, Inc. dba  
Professional Fighters League*

CERTIFICATE OF SERVICE

The undersigned, an employee of Dickinson Wright PLLC, hereby certifies that on the 19<sup>th</sup> day of November, 2018, he caused a copy of the foregoing NOTICE OF ENTRY OF ORDER (1) GRANTING IN PART AND DENYING IN PART DEFENDANT MMAX INVESTMENT PARTNERS, INC.'S MOTION TO QUASH SERVICE OF PROCESS AND TO DISMISS PURSUANT TO NRCP 4(i); AND (2) GRANTING IN PART AND DENYING IN PART PLAINTIFFS' COUNTERMOTION TO ENLARGE TIME FOR SERVICE to be transmitted by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve system addressed to:

Byron E. Thomas, Esq.  
3275 S. Jones Blvd., Ste. 104  
Las Vegas, NV 89146  
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*Attorney for Plaintiffs*

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*Attorneys for Defendants MMAWC, LLC,  
Bruce Deifik and The Nancy And Bruce Deifik  
Family Partnership LLLP*

  
An employee of Dickinson Wright PLLC

*Steven D. Grierson*

1 **ORDER**  
2 **DICKINSON WRIGHT PLLC**  
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11 Tel: (702) 550-4400  
12 *Attorneys for Defendants Carlos Silva and*  
13 *MMA Investment Partners, Inc. dba*  
14 *Professional Fighters League*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

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

16 **Plaintiffs,**

17 **vs.**

18 MMAWC, LLC d/b/a WORLD SERIES OF  
19 FIGHTING, a Nevada limited liability  
20 company; MMA INVESTMENT  
21 PARTNERS INC. dba PROFESSIONAL  
22 FIGHTERS LEAGUE, a Delaware  
23 corporation, BRUCE DEIFIK, an individual;  
24 CARLOS SILVA, an individual; NANCY  
25 AND BRUCE DEIFIK FAMILY  
26 PARTNERSHIP LLLP, Colorado limited  
27 liability partnership; KEITH REDMOND, an  
28 individual; DOES I through X, inclusive; and  
ROE Corporations XX through XXX,  
inclusive,

**Defendants.**

CASE NO: A-17-764118-C  
Dept. No.: 27

**ORDER:**

(1) GRANTING IN PART AND DENYING  
IN PART DEFENDANT MMA  
INVESTMENT PARTNERS, INC.'S  
MOTION TO QUASH SERVICE OF  
PROCESS AND TO DISMISS PURSUANT  
TO NRCP 4(i); and

(2) GRANTING IN PART AND DENYING  
IN PART PLAINTIFFS'  
COUNTERMOTION TO ENLARGE  
TIME FOR SERVICE

Defendant MMA Investment Partners, Inc.'s ("Defendant") Motion to Quash Service of  
Process and to Dismiss Pursuant to NRCP 4(i) (the "Motion") and Plaintiffs' Opposition and  
Counter motion to Enlarge Time for Service ("Counter motion") came before this Court on October

17, 2018 with Christian T. Spaulding appearing on behalf of Defendant and Byron E. Thomas appearing on behalf of Plaintiffs. The Court having considered Defendant's Motion and Plaintiffs' Countermotion; having heard argument of counsel; and good cause appearing, and for the reasons set forth on the record HEREBY ORDERS:

1. Defendant's Motion to Quash is GRANTED.
2. Defendants' Motion to Dismiss is DENIED without prejudice.
3. Defendant's request for attorneys' fees is DENIED.
4. Plaintiffs' Countermotion is granted in that Plaintiffs have until November 7, 2018 to re-serve Defendant.

DATED this 8 day of November 2018.

Nancy L. Alk  
District Court Judge

29

Submitted by:

DICKINSON WRIGHT PLLC

Michael N. Feder  
Nevada Bar No. 7332  
Christian T. Spaulding  
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*Attorneys for Defendants Carlos Silva and  
MMAX Investment Partners, Inc. dba  
Professional Fighters League*

Approved as to Form and Content:

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*Attorney for Plaintiffs*

*Steven D. Grierson*

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7 Ph. (702) 605-3440  
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9 [mcouvillier@kcbwnv.com](mailto:mcouvillier@kcbwnv.com)

10 *Attorneys for Defendant Keith Redmond*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 ZION WOOD OBI WAN TRUST and SHAWN  
14 WRIGHT as trustee of ZION WOOD OBI WAN  
15 TRUST; WSOB GLOBAL, LLC, a Wyoming  
16 limited liability company,

17 Plaintiffs,

18 v.

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

Defendants.

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

**FINDINGS OF FACT & CONCLUSIONS  
OF LAW AND ORDER GRANTING  
MOTION TO LIFT DEFAULT OF  
KEITH REDMOND AND TO QUASH  
PURPORTED SERVICE OF PROCESS  
AND FOR ATTORNEYS' FEES**

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//

1 The Court heard defendant Keith Redmond's ("Redmond") *Motion To Lift Default Of*  
2 *Keith Redmond And To Quash Purported Service Of Process And For Attorneys' Fees*  
3 ("Motion") on December 13, 2018. Maximiliano D. Couvillier III, Esq. appeared on behalf of  
4 Redmond. Byron Thomas, Esq. appeared on behalf of the Plaintiffs. Christian Spaulding, Esq.  
5 appeared on behalf of defendants MMAX Investment Partners, Inc. and Carlos Silva. The Court  
6 has considered the Motion, all related briefs and documents on file, and the argument of counsel.

7 For good cause appearing the Court GRANTS Redmond's Motion for the following  
8 reasons:

9 **FINDINGS OF FACT**

10 1. Plaintiffs Zion Wood Obi Wan Trust, Shawn Wright as Trustee of Zion Wood  
11 Obi Wan Trust, and WSO Global, LLC (collectively "Plaintiffs") filed their Complaint in the  
12 above captioned action on November 3, 2017.

13 2. On November 6, 2018, Plaintiffs filed an Application For Default of Keith  
14 Redmond ("Default Application").

15 3. Plaintiffs' Default Application was based on the sworn Affidavit of Service of  
16 Antonio Campos ("Campos") dated February 7, 2018 ("2/7/18 Affidavit"), which Plaintiffs also  
17 filed separately with the Court on November 6, 2018.

18 4. Plaintiffs' counsel, Byron Thomas, Esq. ("Attorney Thomas"), did not inquire  
19 with counsel for Redmond (and co-defendant MMAWC, LLC), Maximiliano D. Couvillier III,  
20 Esq. ("Attorney Couvillier"), prior to seeking to default Redmond or filing the Default  
21 Application, as required by Rule 3.5A of the Nevada Rules of Professional Responsibility  
22 ("NRPC").

23 5. Attorney Thomas also failed to inquire with counsel for the other co-defendants,  
24 MMAX Investment Partners, Inc. ("MMAX") and Carlos Silva (Michael Feder, Esq. and  
25 Christian Spaulding, Esq.) prior to seeking to default Redmond or filing the Default Application,  
26 as required by NRPC 3.5A.

27 6. Attorney Thomas knew or reasonably should have known that Attorney Couvillier  
28

1 was Redmond's counsel at the time Plaintiffs sought to default Redmond and filed the Default  
2 Application.

3 7. The parties here have a long history of litigation among them and Plaintiffs and  
4 Attorney Thomas unquestionably knew of the relationship and representation between Attorney  
5 Couvillier and Redmond.

6 8. Among other things, when the parties negotiated and jointly drafted the settlement  
7 documents that are precisely at issue in this action (e.g., the "Settlement Agreement", "The  
8 Fourth Amended MMAWC, LLC Operating Agreement," and "Amended Licensing  
9 Agreement"), it was Plaintiffs and Attorney Thomas on one side, and Redmond, Attorney  
10 Couvillier and attorney Christopher Childs, Esq. ("Attorney Childs") on the other. Furthermore,  
11 last year, on April 7, 2017, Redmond alongside Attorney Couvillier participated adverse to  
12 Attorney Thomas and his clients in a JAMS mediation regarding MMAWC, LLC.

13 9. Thomas knew that Attorney Childs also represented Redmond from time-to-time  
14 in matters regarding MMAWC, LLC. Attorney Thomas, however, did not inquire with Attorney  
15 Childs prior to seeking to default Redmond or filing the Default Application, as required by  
16 NRPC 3.5A.

17 10. Moreover, at the time Plaintiffs sought to default Redmond and filed the Default  
18 Application, Thomas reasonably should have also inquired with Michael Feder, Esq. and  
19 Christian Spaulding, Esq. as to whether they may be representing Redmond. Plaintiffs named  
20 Redmond arising from his role as an officer in MMAX, which should have reasonably caused  
21 Attorney Thomas to inquire with Messrs. Feder and Spaulding because Attorney Thomas knew  
22 that Messrs. Feder and Spaulding represented co-defendant Carlos Silva, the other individual  
23 which Plaintiffs also named as a defendant from his role as an officer in MMAX.

24 11. Attorney Thomas had a reasonable amount of time within which to comply with  
25 NRPC 3.5A before seeking to default Redmond and filing the Default Application.

26 12. In his 2/7/18 Affidavit, Campos swears under oath that he personally served  
27 Redmond with the Summons and Complaint at 6:00 p.m., on December 18, 2017, at Redmond's  
28





1 residence in Henderson, Nevada ("Henderson Residence").

2 13. Campos' testimony and his 2/7/18 Affidavit are false.

3 14. Campos did not personally serve Redmond with the Summons and Complaint on  
4 December 18, 2017, or at any other time.

5 15. Redmond was not in Las Vegas, Henderson or anywhere in Nevada on December  
6 18, 2017, and had been outside of Nevada since November 15, 2017.

7 16. Redmond was in Aurora, Colorado on December 18, 2017.

8 17. Redmond's Henderson Residence is located within a guard-gated community and  
9 the security guard entry and exit logs between December 14, 2017 and December 19, 2017, do  
10 not show that Campos went to Redmond's Henderson Residence during that time period.

11 18. The veracity of Campos' sworn testimony regarding service was previously  
12 questioned in this action by defendants Carlos Silva (*see Carlos Silva's 4/20/18 Motion To*  
13 *Quash Service of Process*) and MMAX (*MMAX Investment Partners, Inc.'s 9/12/18 Motion To*  
14 *Quash Service of Process*).

15 19. Not only did Attorney Thomas fail to comply with NRPC 3.5A, but he also  
16 ignored Attorney Couvillier's meet and confer efforts to try to resolve the matter without the  
17 Court's intervention and the parties having to expend resources and incur attorneys' fees.

18 20. On November 6, 2018, after receiving service of Plaintiffs' Default Application,  
19 Attorney Couvillier immediately contacted Attorney Thomas on Redmond's' behalf, advised  
20 Attorney Thomas of his obligations under NRPC 3.5A and requested Attorney Thomas to  
21 withdraw Plaintiffs' Default Application.

22 21. Attorney Thomas, however, did not respond to Attorney Couvillier's  
23 communications.

24 22. On November 6, 2018, the Court Clerk entered a default against Redmond  
25 pursuant to Plaintiffs' Default Application.

26 23. On November 7, 2018, Attorney Couvillier followed up with Attorney Thomas  
27 with a voice mail and email, explicitly raising the urgency of a response, requesting to confer  
28

1 about the circumstances, and cautioning Attorney Thomas about unreasonably multiplying the  
2 proceedings.

3 24. Attorney Thomas, however, did not respond to Attorney Couvillier's November  
4 7, 2018, communications.

5 25. Attorney Thomas was unreasonable in failing to respond to Attorney Couvillier's  
6 communications.

7 26. On November 9, 2018, Redmond filed his Motion, which was scheduled for  
8 hearing on December 13, 2018.

9 27. On December 3, 2018, Attorney Thomas finally contacted Attorney Couvillier  
10 about the matter, but it was only to request an extension to file Plaintiffs' Opposition and  
11 continuance of the December 13, 2018, hearing. Attorney Thomas, however, did not articulate  
12 any tangible grounds to support such request and Redmond's Motion was heard on December  
13 13, 2018.<sup>1</sup>

14 28. On December 3, 2018, Plaintiffs' filed an Opposition ("Opposition") to  
15 Redmond's Motion.

16 29. Plaintiffs' Opposition was unreasonable, obviously frivolous, unnecessary or  
17 unwarranted.

18 30. Among other things, Plaintiffs' unreasonably and frivolously defended Campos  
19 and his 2/7/18 Affidavit when Campos admitted his 2/7/18 Affidavit was not accurate, and  
20 Plaintiffs' were aware of other issues and concerns regarding Campos' service of process in this  
21 action.

22 31. Plaintiffs' 12/3/18 Opposition also included a December 3, 2018 Affidavit from  
23

24 <sup>1</sup> On December 3, 2018, Attorney Thomas requested a continuance of the December 13, 2018, hearing,  
25 representing to Attorney Couvillier that he had an "Arbitration hearing that has to go." When Attorney  
26 Couvillier asked for more information about that purported "Arbitration hearing," Attorney Thomas then  
27 said the Arbitration hearing was actually on December 12, 2018, but then claimed he purportedly had a  
"calendar call" on December 13, 2018, though he did not identify the matter and department. In any  
event, Attorney Couvillier agreed to continue the hearing to December 19 or 20, 2018 but Attorney  
Thomas never responded, and the hearing proceeded on December 13, 2018.

1 Campos ("12/3/18 Affidavit"), in which Campos not only admitted that his 2/7/18 Affidavit was  
2 false, but gave an unreasonable explanation.

3 32. Specifically, Campos' 12/3/18 Affidavit states, in relevant part:

4 When I served the Complaint and Summons there was no gate  
5 guard. In addition, the language that I used in my affidavit was also  
6 inaccurate [sic]. I served an adult of suitable age at Mr. Redmond's  
7 residence, which is allowed by law and constitutes service on Mr.  
8 Redmond. However, I did not write her name down. So, I said I  
9 had served Mr. Redmond because I believed that he had been  
10 served pursuant to the law....

11 33. Campos' 12/3/18 Affidavit is unreasonable, false and a further fraud on the Court.

12 34. There has been a guard gate at the entrance to the community where Redmond's  
13 Henderson Residence is located for at least the 10 years that Redmond has resided there.

14 35. Furthermore, no one was at Redmond's residence on December 18, 2017, at or  
15 around 6:00 p.m., and there were no documents left behind at Redmond's residence on  
16 December 18, 2017.

17 36. Plaintiffs' defense of Campos' veracity and continuance to stand by him and his  
18 inaccurate affirmations was unreasonable and frivolous.

19 37. Campos engaged in what the Nevada Supreme Court previously coined as "sewer  
20 service" in connection with his purported service of the Summons and Complaint upon  
21 Redmond<sup>2</sup>.

22 38. By their actions and inactions, Plaintiffs and their counsel, Attorney Thomas,  
23 unreasonably and vexatiously multiplied the proceedings.

24 39. Redmond has never been served with a Summons and copy of Plaintiffs  
25 Complaint.

26 <sup>2</sup> "Sewer service" is "the practice of accepting summonses and complaints for service, failing to  
27 serve them, then falsely swearing in court-filed affidavits that service had been made when it was  
28 not." *Principal Investments v. Harrison*, 132 Nev. Adv. Op. 2, 366 P.3d 688, 690-91, *cert.*  
*denied sub nom. Principal Investments, Inc. v. Harrison*, 137 S. Ct. 67, 196 L. Ed. 2d 34  
(2016)(emphasis added).

40. All factual issues asserted by Redmond are true and correct and not disputed, or are resolved in favor of Redmond.

41. Service of the Summons and Complaint was not made upon a Redmond within 120 days after the filing of the Complaint.

42. To the extent that any of the foregoing Findings of Fact may be construed as Conclusions of Law, they will also be interpreted as Conclusions of Law.

### CONCLUSIONS OF LAW

1. NRPC 3.5A provides:

When a lawyer knows or reasonably should know the identity of a lawyer representing an opposing party, he or she should not take advantage of the lawyer by causing any default or dismissal to be entered without first inquiring about the opposing lawyer's intention to proceed.

*Id.*

2. Attorney Thomas knew or reasonably should have known the identity of the lawyer representing Redmond and he did not comply with NRCP 3.5A.

3. NRCP 55(c) provides that a court may set aside default for good cause.

4. As set forth here, there is good cause to set aside the default entered against Redmond on or about November 6, 2018, and such default is hereby set aside.

5. The purported service of the Summons and Complaint upon Redmond on or about December 18, 2017, is hereby quashed.

6. NRS 7.085 (1)(b) and (2) provide, in relevant part:

1. If a court finds that an attorney has:

....

(b) Unreasonably and vexatiously extended a civil action or proceeding before any court in this State, the court shall require the attorney personally to pay the additional costs, expenses and attorney's fees reasonably incurred because of such conduct.

2. The court shall liberally construe the provisions of this section in favor of awarding costs, expenses and attorney's fees in all appropriate situations. It is the intent of the Legislature that the

1 court award costs, expenses and attorney's fees pursuant to this  
2 section and impose sanctions pursuant to Rule 11 of the Nevada  
3 Rules of Civil Procedure in all appropriate situations to punish for  
4 and deter frivolous or vexatious claims and defenses because such  
5 claims and defenses overburden limited judicial resources, hinder  
6 the timely resolution of meritorious claims and increase the costs  
7 of engaging in business and providing professional services to the  
8 public.

7. EDCR 7.60(b) provides for similar sanctions to either counsel or parties:

(b) The court may, after notice and an opportunity to be heard,  
impose upon an attorney or a party any and all sanctions which  
may, under the facts of the case, be reasonable, including the  
imposition of fines, costs or attorney's fees when an attorney or a  
party without just cause:

(1) Presents to the court a motion or an opposition to a  
motion which is obviously frivolous, unnecessary or unwarranted.

....  
(3) So, multiplies the proceedings in a case as to increase  
costs unreasonably and vexatiously....

8. The Court has inherent authority to administrate its own procedures and to  
manage its own affairs, which includes incidental powers that are reasonable and necessary for,  
among other things, the administration of justice and to protect the dignity and decency of its  
proceedings.<sup>3</sup>

9. Pursuant to the Court's inherent authority, the Court may, *inter alia*, issue  
appropriate sanctions, orders or awards to prevent injustice and to preserve the integrity of the  
judicial process.<sup>4</sup>

10. For his conduct stated herein, Antonio Campos is sanctioned \$1,000.00 in favor  
of, and payable to, Redmond.

11. Notice of entry of this Order shall be provided to the State of Nevada Private  
Investigators Licensing Board to apprise the Board of, *inter alia*, the sanctions imposed upon  
Campos.

<sup>3</sup> See e.g., *Halverson v. Hardcastle*, 123 Nev. 245, 261-62, 163 P.3d 428, 440-41 (2007).

<sup>4</sup> *Id.*

12. Plaintiffs are provided a reasonable enlargement of time to effectuate service upon Redmond.

13. Redmond is entitled to all his reasonable attorneys' fees and costs related to the filing and prosecution of his Motion together with his reasonable attorneys' fees and costs incurred in obtaining entry of this Order and subsequent order awarding Redmond specific sums of reasonable fees and costs. The attorneys' fees and costs awarded to Redmond are not as sanction against Attorney Thomas, but will be borne equally, jointly and severally, by Plaintiffs and Attorney Thomas.

14. The Court further advises Attorney Thomas that if he is ever in a similar situation, the Court will make a complaint to the State Bar of Nevada.

15. To the extent that any of the foregoing Conclusions of Law may be construed as Findings of Fact, they will also be interpreted as Findings of Fact.

#### ORDER

For the foregoing reasons and good cause appearing, it is Ordered that:

I. Redmond's Motion is **GRANTED**;

II. The Default entered against Redmond on or about November 6, 2018 is hereby **SET ASIDE**

III. The purported service of the Summons and Complaint upon Redmond on or about December 18, 2017, is hereby **QUASHED**;

IV. Antonio Campos shall pay to Redmond \$1,000.00 on or before March 1, 2019;

V. Plaintiffs have until March 1, 2019, to effectuate service of the Summons and Complaint upon Redmond; \* *or seek additional time*

VI. Redmond is entitled an award against Plaintiffs and Attorney Thomas, jointly and severally, of his reasonable attorneys' fees and costs in connection with his Motion and obtaining an entry of this Order and subsequent order awarding Redmond specific sums of reasonable fees and costs; and

VII. Redmond shall file with the Court an affidavit or declaration of counsel in support of his reasonable attorneys' fees and costs by January 4, 2019. Any opposition or response must be filed by January 11, 2019. The Court will consider the matter on its January 22, 2019, Chambers calendar.

IT IS SO ORDERED.

Nancy M. E.  
District Court Judge

Dated: 1/9/19

Respectfully Submitted By,

**KENNEDY & COUVILLIER, PLLC**

Maximiliano D. Couvillier III, Esq., Bar #7661  
mcouvillier@kelawny.com  
*Attorneys for Defendant Keith Redmond*

Approved As To Form And Content,

DIO LOT ASAXD.  
Byron Thomas, Esq. (Bar 8906)  
3275 S. Jones Blvd., Ste. 104  
Las Vegas, NV 89146  
Byronthomastlaw@gmail.com  
*Attorney for Plaintiffs*



1 **NOE**  
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4 Nevada Bar No. 7661  
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8 Fax (702) 625-6367  
9 [mcouvillier@kclawnv.com](mailto:mcouvillier@kclawnv.com)

10 *Attorneys for Defendant Keith Redmond*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 ZION WOOD OBI WAN TRUST and SHAWN  
14 WRIGHT as trustee of ZION WOOD OBI WAN  
15 TRUST; WSOE GLOBAL, LLC, a Wyoming  
16 limited liability company,

17 Plaintiffs,

18 v.

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

Defendants.

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

**NOTICE OF ENTRY OF FINDINGS OF  
FACT & CONCLUSIONS OF LAW AND  
ORDER GRANTING MOTION TO LIFT  
DEFAULT OF KEITH REDMOND AND  
TO QUASH PURPORTED SERVICE OF  
PROCESS AND FOR ATTORNEYS'  
FEES**

KENNEDY & COUVILLIER, PLLC  
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[www.kclawnv.com](http://www.kclawnv.com)



1 Please take Notice that on January 16, 2019, the Court entered FINDINGS OF FACT &  
2 CONCLUSIONS OF LAW AND ORDER GRANTING MOTION TO LIFT DEFAULT  
3 OF KEITH REDMOND AND TO QUASH PURPORTED SERVICE OF PROCESS AND  
4 FOR ATTORNEYS' FEES. A copy is attached here as Exhibit 1.

5 Dated: January 16, 2019

6 Respectfully Submitted By,

7 KENNEDY & COUVILLIER, PLLC

8  
9 Maximiliano D. Couvillier III  
10 Maximiliano D. Couvillier III, Esq., Bar #7661  
11 mcouvillier@kclawny.com  
12 *Attorneys for Defendant Keith Redmond*

13 **CERTIFICATE OF SERVICE**

14 I certify that on January 16, 2019, I electronically filed the foregoing Notice with the  
15 Court's electronic filing and service system, which provides electronic service to the following  
16 registered users:

17 Byron Thomas, Esq. (Bar 8906)  
18 3275 S. Jones Blvd., Ste. 104  
19 Las Vegas, NV 89146  
20 Byronthomaslaw@gmail.com  
21 *Attorney for Plaintiffs*

22 Michael Feder, Esq.  
23 Christian Spaulding, Esq.  
24 DICKINSON WRIGHT, PLLC  
25 MFeder@dickinson-wright.com  
26 CSpaulding@dickinson-wright.com  
27 *Attorneys for MMAX Investment Partners, Inc. and Carlos Silva*

28 /s/ Maximiliano D. Couvillier III  
An Employee of KENNEDY & COUVILLIER, PLLC

## **EXHIBIT 1**

*Steven D. Grierson*

1 **FFCL**  
2 **KENNEDY & COUVILLIER, PLLC**  
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4 Nevada Bar No. 7661  
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9 [mcouvillier@kclawnv.com](mailto:mcouvillier@kclawnv.com)

10 *Attorneys for Defendant Keith Redmond*

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 ZION WOOD OBI WAN TRUST and SHAWN  
14 WRIGHT as trustee of ZION WOOD OBI WAN  
15 TRUST; WSOE GLOBAL, LLC, a Wyoming  
16 limited liability company,

17 Plaintiffs,

18 v.

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

Defendants.

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

**FINDINGS OF FACT & CONCLUSIONS  
OF LAW AND ORDER GRANTING  
MOTION TO LIFT DEFAULT OF  
KEITH REDMOND AND TO QUASH  
PURPORTED SERVICE OF PROCESS  
AND FOR ATTORNEYS' FEES**

//  
//  
//  
//

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1 The Court heard defendant Keith Redmond's ("Redmond") *Motion To Lift Default Of*  
2 *Keith Redmond And To Quash Purported Service Of Process And For Attorneys' Fees*  
3 ("Motion") on December 13, 2018. Maximiliano D. Couvillier III, Esq. appeared on behalf of  
4 Redmond. Byron Thomas, Esq. appeared on behalf of the Plaintiffs. Christian Spaulding, Esq.  
5 appeared on behalf of defendants MMAX Investment Partners, Inc. and Carlos Silva. The Court  
6 has considered the Motion, all related briefs and documents on file, and the argument of counsel.

7 For good cause appearing the Court **GRANTS** Redmond's Motion for the following  
8 reasons:

9 **FINDINGS OF FACT**

10 1. Plaintiffs Zion Wood Obi Wan Trust, Shawn Wright as Trustee of Zion Wood  
11 Obi Wan Trust, and WSOE Global, LLC (collectively "Plaintiffs") filed their Complaint in the  
12 above captioned action on November 3, 2017.

13 2. On November 6, 2018, Plaintiffs filed an Application For Default of Keith  
14 Redmond ("Default Application").

15 3. Plaintiffs' Default Application was based on the sworn Affidavit of Service of  
16 Antonio Campos ("Campos") dated February 7, 2018 ("2/7/18 Affidavit"), which Plaintiffs also  
17 filed separately with the Court on November 6, 2018.

18 4. Plaintiffs' counsel, Byron Thomas, Esq. ("Attorney Thomas"), did not inquire  
19 with counsel for Redmond (and co-defendant MMAWC, LLC), Maximiliano D. Couvillier III,  
20 Esq. ("Attorney Couvillier"), prior to seeking to default Redmond or filing the Default  
21 Application, as required by Rule 3.5A of the Nevada Rules of Professional Responsibility  
22 ("NRPC").

23 5. Attorney Thomas also failed to inquire with counsel for the other co-defendants,  
24 MMAX Investment Partners, Inc. ("MMAX") and Carlos Silva (Michael Feder, Esq. and  
25 Christian Spaulding, Esq.) prior to seeking to default Redmond or filing the Default Application,  
26 as required by NRPC 3.5A.

27 6. Attorney Thomas knew or reasonably should have known that Attorney Couvillier  
28

1 was Redmond's counsel at the time Plaintiffs sought to default Redmond and filed the Default  
2 Application.

3 7. The parties here have a long history of litigation among them and Plaintiffs and  
4 Attorney Thomas unquestionably knew of the relationship and representation between Attorney  
5 Couvillier and Redmond.

6 8. Among other things, when the parties negotiated and jointly drafted the settlement  
7 documents that are precisely at issue in this action (e.g., the "Settlement Agreement", "The  
8 Fourth Amended MMAWC, LLC Operating Agreement," and "Amended Licensing  
9 Agreement"), it was Plaintiffs and Attorney Thomas on one side, and Redmond, Attorney  
10 Couvillier and attorney Christopher Childs, Esq. ("Attorney Childs") on the other. Furthermore,  
11 last year, on April 7, 2017, Redmond alongside Attorney Couvillier participated adverse to  
12 Attorney Thomas and his clients in a JAMS mediation regarding MMAWC, LLC.

13 9. Thomas knew that Attorney Childs also represented Redmond from time-to-time  
14 in matters regarding MMAWC, LLC. Attorney Thomas, however, did not inquire with Attorney  
15 Childs prior to seeking to default Redmond or filing the Default Application, as required by  
16 NRPC 3.5A.

17 10. Moreover, at the time Plaintiffs sought to default Redmond and filed the Default  
18 Application, Thomas reasonably should have also inquired with Michael Feder, Esq. and  
19 Christian Spaulding, Esq. as to whether they may be representing Redmond. Plaintiffs named  
20 Redmond arising from his role as an officer in MMAX, which should have reasonably caused  
21 Attorney Thomas to inquire with Messrs. Feder and Spaulding because Attorney Thomas knew  
22 that Messrs. Feder and Spaulding represented co-defendant Carlos Silva, the other individual  
23 which Plaintiffs also named as a defendant from his role as an officer in MMAX.

24 11. Attorney Thomas had a reasonable amount of time within which to comply with  
25 NRPC 3.5A before seeking to default Redmond and filing the Default Application.

26 12. In his 2/7/18 Affidavit, Campos swears under oath that he personally served  
27 Redmond with the Summons and Complaint at 6:00 p.m., on December 18, 2017, at Redmond's  
28

1 residence in Henderson, Nevada ("Henderson Residence").

2 13. Campos' testimony and his 2/7/18 Affidavit are false.

3 14. Campos did not personally serve Redmond with the Summons and Complaint on  
4 December 18, 2017, or at any other time.

5 15. Redmond was not in Las Vegas, Henderson or anywhere in Nevada on December  
6 18, 2017, and had been outside of Nevada since November 15, 2017.

7 16. Redmond was in Aurora, Colorado on December 18, 2017.

8 17. Redmond's Henderson Residence is located within a guard-gated community and  
9 the security guard entry and exit logs between December 14, 2017 and December 19, 2017, do  
10 not show that Campos went to Redmond's Henderson Residence during that time period.

11 18. The veracity of Campos' sworn testimony regarding service was previously  
12 questioned in this action by defendants Carlos Silva (*see Carlos Silva's 4/20/18 Motion To*  
13 *Quash Service of Process*) and MMAX (*MMAX Investment Partners, Inc.'s 9/12/18 Motion To*  
14 *Quash Service of Process*).

15 19. Not only did Attorney Thomas fail to comply with NRPC 3.5A, but he also  
16 ignored Attorney Couvillier's meet and confer efforts to try to resolve the matter without the  
17 Court's intervention and the parties having to expend resources and incur attorneys' fees.

18 20. On November 6, 2018, after receiving service of Plaintiffs' Default Application,  
19 Attorney Couvillier immediately contacted Attorney Thomas on Redmond's' behalf, advised  
20 Attorney Thomas of his obligations under NRPC 3.5A and requested Attorney Thomas to  
21 withdraw Plaintiffs' Default Application.

22 21. Attorney Thomas, however, did not respond to Attorney Couvillier's  
23 communications.

24 22. On November 6, 2018, the Court Clerk entered a default against Redmond  
25 pursuant to Plaintiffs' Default Application.

26 23. On November 7, 2018, Attorney Couvillier followed up with Attorney Thomas  
27 with a voice mail and email, explicitly raising the urgency of a response, requesting to confer  
28

1 about the circumstances, and cautioning Attorney Thomas about unreasonably multiplying the  
2 proceedings.

3 24. Attorney Thomas, however, did not respond to Attorney Couvillier's November  
4 7, 2018, communications.

5 25. Attorney Thomas was unreasonable in failing to respond to Attorney Couvillier's  
6 communications.

7 26. On November 9, 2018, Redmond filed his Motion, which was scheduled for  
8 hearing on December 13, 2018.

9 27. On December 3, 2018, Attorney Thomas finally contacted Attorney Couvillier  
10 about the matter, but it was only to request an extension to file Plaintiffs' Opposition and  
11 continuance of the December 13, 2018, hearing. Attorney Thomas, however, did not articulate  
12 any tangible grounds to support such request and Redmond's Motion was heard on December  
13 13, 2018.<sup>1</sup>

14 28. On December 3, 2018, Plaintiffs' filed an Opposition ("Opposition") to  
15 Redmond's Motion.

16 29. Plaintiffs' Opposition was unreasonable, obviously frivolous, unnecessary or  
17 unwarranted.

18 30. Among other things, Plaintiffs' unreasonably and frivolously defended Campos  
19 and his 2/7/18 Affidavit when Campos admitted his 2/7/18 Affidavit was not accurate, and  
20 Plaintiffs' were aware of other issues and concerns regarding Campos' service of process in this  
21 action.

22 31. Plaintiffs' 12/3/18 Opposition also included a December 3, 2018 Affidavit from  
23

24 <sup>1</sup> On December 3, 2018, Attorney Thomas requested a continuance of the December 13, 2018, hearing,  
25 representing to Attorney Couvillier that he had an "Arbitration hearing that has to go." When Attorney  
26 Couvillier asked for more information about that purported "Arbitration hearing," Attorney Thomas then  
27 said the Arbitration hearing was actually on December 12, 2018, but then claimed he purportedly had a  
28 "calendar call" on December 13, 2018, though he did not identify the matter and department. In any  
event, Attorney Couvillier agreed to continue the hearing to December 19 or 20, 2018 but Attorney  
Thomas never responded, and the hearing proceeded on December 13, 2018.

1 Campos ("12/3/18 Affidavit"), in which Campos not only admitted that his 2/7/18 Affidavit was  
2 false, but gave an unreasonable explanation.

3 32. Specifically, Campos' 12/3/18 Affidavit states, in relevant part:

4 When I served the Complaint and Summons there was no gate  
5 guard. In addition, the language that I used in my affidavit was also  
6 inaccurate [sic]. I served an adult of suitable age at Mr. Redmond's  
7 residence, which is allowed by law and constitutes service on Mr.  
8 Redmond. However, I did not write her name down. So, I said I  
9 had served Mr. Redmond because I believed that he had been  
10 served pursuant to the law....

11 33. Campos' 12/3/18 Affidavit is unreasonable, false and a further fraud on the Court.

12 34. There has been a guard gate at the entrance to the community where Redmond's  
13 Henderson Residence is located for at least the 10 years that Redmond has resided there.

14 35. Furthermore, no one was at Redmond's residence on December 18, 2017, at or  
15 around 6:00 p.m., and there were no documents left behind at Redmond's residence on  
16 December 18, 2017.

17 36. Plaintiffs' defense of Campos' veracity and continuance to stand by him and his  
18 inaccurate affirmations was unreasonable and frivolous.

19 37. Campos engaged in what the Nevada Supreme Court previously coined as "sewer  
20 service" in connection with his purported service of the Summons and Complaint upon  
21 Redmond<sup>2</sup>.

22 38. By their actions and inactions, Plaintiffs and their counsel, Attorney Thomas,  
23 unreasonably and vexatiously multiplied the proceedings.

24 39. Redmond has never been served with a Summons and copy of Plaintiffs  
25 Complaint.

26 <sup>2</sup> "Sewer service" is "the practice of accepting summonses and complaints for service, failing to  
27 serve them, then falsely swearing in court-filed affidavits that service had been made when it was  
28 not." *Principal Investments v. Harrison*, 132 Nev. Adv. Op. 2, 366 P.3d 688, 690-91, cert.  
denied sub nom. *Principal Investments, Inc. v. Harrison*, 137 S. Ct. 67, 196 L. Ed. 2d 34  
(2016)(emphasis added).





1 court award costs, expenses and attorney's fees pursuant to this  
2 section and impose sanctions pursuant to Rule 11 of the Nevada  
3 Rules of Civil Procedure in all appropriate situations to punish for  
4 and deter frivolous or vexatious claims and defenses because such  
5 claims and defenses overburden limited judicial resources, hinder  
6 the timely resolution of meritorious claims and increase the costs  
7 of engaging in business and providing professional services to the  
8 public.

7. EDCR 7.60(b) provides for similar sanctions to either counsel or parties:

(b) The court may, after notice and an opportunity to be heard,  
impose upon an attorney or a party any and all sanctions which  
may, under the facts of the case, be reasonable, including the  
imposition of fines, costs or attorney's fees when an attorney or a  
party without just cause:

(1) Presents to the court a motion or an opposition to a  
motion which is obviously frivolous, unnecessary or unwarranted.

....

(3) So, multiplies the proceedings in a case as to increase  
costs unreasonably and vexatiously....

8. The Court has inherent authority to administrate its own procedures and to  
manage its own affairs, which includes incidental powers that are reasonable and necessary for,  
among other things, the administration of justice and to protect the dignity and decency of its  
proceedings.<sup>3</sup>

9. Pursuant to the Court's inherent authority, the Court may, *inter alia*, issue  
appropriate sanctions, orders or awards to prevent injustice and to preserve the integrity of the  
judicial process.<sup>4</sup>

10. For his conduct stated herein, Antonio Campos is sanctioned \$1,000.00 in favor  
of, and payable to, Redmond.

11. Notice of entry of this Order shall be provided to the State of Nevada Private  
Investigators Licensing Board to apprise the Board of, *inter alia*, the sanctions imposed upon  
Campos.

<sup>3</sup> See e.g., *Halverson v. Hardcastle*, 123 Nev. 245, 261-62, 163 P.3d 428, 440-41 (2007).

<sup>4</sup> *Id.*

12. Plaintiffs are provided a reasonable enlargement of time to effectuate service upon Redmond.

13. Redmond is entitled to all his reasonable attorneys' fees and costs related to the filing and prosecution of his Motion together with his reasonable attorneys' fees and costs incurred in obtaining entry of this Order and subsequent order awarding Redmond specific sums of reasonable fees and costs. The attorneys' fees and costs awarded to Redmond are not as sanction against Attorney Thomas, but will be borne equally, jointly and severally, by Plaintiffs and Attorney Thomas.

14. The Court further advises Attorney Thomas that if he is ever in a similar situation, the Court will make a complaint to the State Bar of Nevada.

15. To the extent that any of the foregoing Conclusions of Law may be construed as Findings of Fact, they will also be interpreted as Findings of Fact.

#### ORDER

For the foregoing reasons and good cause appearing, it is Ordered that:

I. Redmond's Motion is **GRANTED**;

II. The Default entered against Redmond on or about November 6, 2018 is hereby **SET ASIDE**

III. The purported service of the Summons and Complaint upon Redmond on or about December 18, 2017, is hereby **QUASHED**;

IV. Antonio Campos shall pay to Redmond \$1,000.00 on or before March 1, 2019;

V. Plaintiffs have until March 1, 2019, to effectuate service of the Summons and Complaint upon Redmond; \* *or seek additional time*

VI. Redmond is entitled an award against Plaintiffs and Attorney Thomas, jointly and severally, of his reasonable attorneys' fees and costs in connection with his Motion and obtaining an entry of this Order and subsequent order awarding Redmond specific sums of reasonable fees and costs; and

VII. Redmond shall file with the Court an affidavit or declaration of counsel in support of his reasonable attorneys' fees and costs by January 4, 2019. Any opposition or response must be filed by January 11, 2019. The Court will consider the matter on its January 22, 2019, Chambers calendar.

IT IS SO ORDERED.

Nancy Mc  
District Court Judge

Dated: 1/9/19

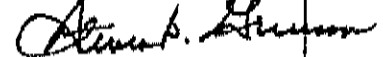
Respectfully Submitted By,

**KENNEDY & COUVILLIER, PLLC**

Maximiliano D. Couvillier III, Esq., Bar #7661  
mcouvillier@kelawny.com  
*Attorneys for Defendant Keith Redmond*

Approved As To Form And Content,

BYRON THOMAS  
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*Attorney for Plaintiffs*



**ORDR**  
**KENNEDY & COUVILLIER, PLLC**  
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*Attorneys for Defendant Keith Redmond*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

ZION WOOD OBI WAN TRUST and SHAWN  
WRIGHT as trustee of ZION WOOD OBI WAN  
TRUST; WSOB 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 & JUDGMENT AWARDING  
DEFENDANT KEITH REDMOND HIS  
REASONABLE ATTORNEYS' FEES  
AND COSTS**

On January 16, 2019, the Court entered its FINDINGS OF FACT & CONCLUSIONS OF  
LAW AND ORDER GRANTING MOTION TO LIFT DEFAULT OF KEITH REDMOND AND  
TO QUASH PURPORTED SERVICE OF PROCESS AND FOR ATTORNEYS' FEES ("Order")  
in which it found, among other things, that defendant Keith Redmond ("Redmond") should be

1 awarded his reasonable attorneys' fees and costs in connection with his *Motion To Lift Default Of*  
2 *Keith Redmond And To Quash Purported Service Of Process And For Attorneys' Fees* ("Motion")  
3 together with his reasonable attorneys' fees and costs incurred in obtaining entry of the Order and  
4 subsequent order awarding Redmond specific sums of reasonable fees and costs.

5 The Court restates the findings and conclusions set forth in its Order establishing a basis  
6 for awarding Redmond his reasonable attorneys' fees and costs.

7 After further reviewing, considering and evaluating: (a) the Court's record; (b) the  
8 DECLARATION OF MAXIMILIANO D. COUVILLIER III, ESQ. IN SUPPORT OF AWARD  
9 OF REASONABLE ATTORNEYS' FEES AND COSTS and supporting Exhibits thereto; (c) the  
10 factors set forth in *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969);  
11 (d) the Plaintiffs' response/opposition; and (e) for good cause appearing,

12 It is **ORDERED** that Plaintiffs and their counsel, Byron Thomas, Esq., shall, jointly and  
13 severally, pay to Redmond:

- 14 (1) Redmond's reasonable attorneys' fees in the sum of \$ 11,062.50; and  
15 (2) Redmond's reasonable costs in the sum of \$ 190.90.

16 It is **SO ORDERED**.

17 Nancy Alf  
18 District Court Judge

19 Dated: 1/23/19 B

20  
21 Respectfully submitted by

22 KENNEDY & COUVILLIER, PLLC

23 /s/ Maximiliano D. Couvillier III

24 Maximiliano D. Couvillier III, Esq. (NSB 7661)

25 mcouvillier@kclawnv.com

26 Attorneys for Defendant Keith Redmond  
27  
28



1 **NOE**  
2 **KENNEDY & COUVILLIER, PLLC**  
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10 *Attorneys for Defendant Keith Redmond*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 ZION WOOD OBI WAN TRUST and SHAWN  
14 WRIGHT as trustee of ZION WOOD OBI WAN  
15 TRUST; WSOE GLOBAL, LLC, a Wyoming  
16 limited liability company,

17 Plaintiffs,

18 v.

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

Defendants.

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

**NOTICE OF ENTRY OF  
ORDER & JUDGMENT  
AWARDING DEFENDANT KEITH  
REDMOND HIS REASONABLE  
ATTORNEYS' FEES AND COSTS**

//

//

//

//

1 Please take Notice that on February 1, 2019, the Court entered **ORDER & JUDGMENT**  
2 **AWARDING DEFENDANT KEITH REDMOND HIS REASONABLE ATTORNEYS'**  
3 **FEES AND COSTS.** A copy is attached here as Exhibit 1.

4 Dated: February 4, 2019

5 Respectfully Submitted By,  
6 **KENNEDY & COUVILLIER, PLLC**

7  
8 Maximiliano D. Couvillier III  
9 Maximiliano D. Couvillier III, Esq., Bar #7661  
10 mcouvillier@kclawnv.com  
11 *Attorneys for Defendant Keith Redmond*

12 **CERTIFICATE OF SERVICE**

13 I certify that on February 4, 2019, I electronically filed the foregoing Notice with the  
14 Court's electronic filing and service system, which provides electronic service to the  
15 following registered users:

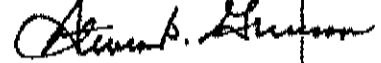
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19 Byronthomaslaw@gmail.com  
20 *Attorney for Plaintiffs*

21 Michael Feder, Esq.  
22 Christian Spaulding, Esq.  
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24 MFeder@dickinson-wright.com  
25 CSpaulding@dickinson-wright.com  
26 *Attorneys for MMAX Investment Partners, Inc. and Carlos Silva*

27 /s/ Maximiliano D. Couvillier III  
28 An Employee of KENNEDY & COUVILLIER, PLLC



## **EXHIBIT 1**



1 **ORDR**  
2 **KENNEDY & COUVILLIER, PLLC**  
3 Maximiliano D. Couvillier III, Esq.  
4 Nevada Bar No. 7661  
5 3271 E. Warm Springs Rd.  
6 Las Vegas, Nevada 89120  
7 Ph. (702) 605-3440  
8 Fax (702) 625-6367  
9 [mcouvillier@kclawnv.com](mailto:mcouvillier@kclawnv.com)

10 *Attorneys for Defendant Keith Redmond*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 ZION WOOD OBI WAN TRUST and SHAWN  
14 WRIGHT as trustee of ZION WOOD OBI WAN  
15 TRUST; WSOB GLOBAL, LLC, a Wyoming  
16 limited liability company,

17 Plaintiffs,

18 v.

19 MMAWC, LLC d/b/a WORLD SERIES OF  
20 FIGHTING a Nevada limited liability company;  
21 MMAX INVESTMENT PARTNERS, INC. dba  
22 PROFESSIONAL FIGHTERS LEAGUE, a  
23 Delaware corporation; BRUCE DEIFIK, an  
24 individual; CARLOS SILVA, an individual;  
25 NANCY AND BRUCE DEIFIK FAMILY  
26 PARTNERSHIP LLLP, a Colorado limited  
27 liability partnership; KEITH REDMOND, an  
28 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 & JUDGMENT AWARDING  
DEFENDANT KEITH REDMOND HIS  
REASONABLE ATTORNEYS' FEES  
AND COSTS**

On January 16, 2019, the Court entered its FINDINGS OF FACT & CONCLUSIONS OF  
LAW AND ORDER GRANTING MOTION TO LIFT DEFAULT OF KEITH REDMOND AND  
TO QUASH PURPORTED SERVICE OF PROCESS AND FOR ATTORNEYS' FEES ("Order")  
in which it found, among other things, that defendant Keith Redmond ("Redmond") should be

1 awarded his reasonable attorneys' fees and costs in connection with his *Motion To Lift Default Of*  
2 *Keith Redmond And To Quash Purported Service Of Process And For Attorneys' Fees* ("Motion")  
3 together with his reasonable attorneys' fees and costs incurred in obtaining entry of the Order and  
4 subsequent order awarding Redmond specific sums of reasonable fees and costs.

5 The Court restates the findings and conclusions set forth in its Order establishing a basis  
6 for awarding Redmond his reasonable attorneys' fees and costs.


7 After further reviewing, considering and evaluating: (a) the Court's record; (b) the  
8 DECLARATION OF MAXIMILIANO D. COUVILLIER III, ESQ. IN SUPPORT OF AWARD  
9 OF REASONABLE ATTORNEYS' FEES AND COSTS and supporting Exhibits thereto; (c) the  
10 factors set forth in *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969);  
11 (d) the Plaintiffs' response/opposition; and (e) for good cause appearing,

12 It is **ORDERED** that Plaintiffs and their counsel, Byron Thomas, Esq., shall, jointly and  
13 severally, pay to Redmond:

- 14 (1) Redmond's reasonable attorneys' fees in the sum of \$ 11,062.50; and  
15 (2) Redmond's reasonable costs in the sum of \$ 190.90.

16 It is **SO ORDERED**.

17 Nanani Alf  
18 District Court Judge

19 Dated: 11/23/19 

20  
21 Respectfully submitted by

22 **KENNEDY & COUVILLIER, PLLC**

23 /s/ Maximiliano D. Couvillier III

24 Maximiliano D. Couvillier III, Esq. (NSB 7661)

25 mcouvillier@kclawnv.com

26 Attorneys for Defendant Keith Redmond  
27  
28

*Steven D. Grier*

1 **ORDER**  
2 **DICKINSON WRIGHT PLLC**  
3 Michael N. Feder  
4 Nevada Bar No. 7332  
5 Email: mfeder@dickinson-wright.com  
6 Christian T. Spaulding  
7 Nevada Bar No. 14277  
8 Email: cspaulding@dickinson-wright.com  
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10 Las Vegas, Nevada 89113-2210  
11 Tel: (702) 550-4400  
12 *Attorneys for Defendants Carlos Silva and*  
13 *MMA Investment Partners, Inc. dba*  
14 *Professional Fighters League*

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 ZION WOOD OBI WAN TRUST and  
12 SHAWN WRIGHT as trustee of ZION  
13 WOOD OBI WAN TRUST; WSO  
14 GLOBAL, LLC, a Wyoming limited liability  
15 company

16 Plaintiffs,

17 vs.

18 MMAWC, LLC d/b/a WORLD SERIES OF  
19 FIGHTING, a Nevada limited liability  
20 company; MMA INVESTMENT  
21 PARTNERS INC. dba PROFESSIONAL  
22 FIGHTERS LEAGUE, a Delaware  
23 corporation; BRUCE DEIFIK, an individual;  
24 CARLOS SILVA, an individual; NANCY  
25 AND BRUCE DEIFIK FAMILY  
26 PARTNERSHIP LLP, Colorado limited  
27 liability partnership; KEITH REDMOND, an  
28 individual; DOES I through X, inclusive; and  
ROE Corporations XX through XXX,  
inclusive,

Defendants.

CASE NO: A-17-764118-C  
Dept. No.: 27

**ORDER GRANTING IN PART AND  
DENYING IN PART DEFENDANT  
MMA INVESTMENT PARTNER'S  
MOTION TO DISMISS PURSUANT TO  
NEVADA RULE OF CIVIL PROCEDURE  
12(B)(5)**

Defendant MMA Investment Partners Inc.'s ("Defendant") Motion to Dismiss Pursuant to Nevada Rule of Civil Procedure 12(b)(5) (the "Motion") came before this Court on December 27, 2018 with Christian T. Spaulding appearing on behalf of Defendant and Byron E. Thomas

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appearing on behalf of Plaintiffs. The Court having considered Defendant's Motion and Plaintiffs' Opposition thereto; having heard argument of counsel; and good cause appearing, and for the reasons set forth on the record, HEREBY ORDERS:

1. Defendant's Motion is GRANTED IN PART AND DENIED IN PART as follows:
2. Plaintiffs' claim for Civil RICO is dismissed with prejudice.
3. Defendant's Motion is DENIED as to Plaintiffs' remaining claims.

DATED this 6 day of February, 2019.

Nancy L. ADF  
District Court Judge

\$

Submitted by:

DICKINSON WRIGHT PLLC

Michael N. Feder  
Nevada Bar No. 7332  
Christian T. Spaulding  
Nevada Bar No. 14277  
8363 West Sunset Road, Suite 200  
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*Attorneys for Defendants Carlos Silva and  
MMAX Investment Partners, Inc. dba  
Professional Fighters League*

Approved as to Form and Content:

Byron E. Thomas  
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Byronthomaslaw@gmail.com  
*Attorney for Plaintiffs*

*Steven D. Grierson*

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6 Christian T. Spaulding  
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11 Tel: (702) 550-4400  
12 *Attorneys for Defendants Carlos Silva and*  
13 *MMAI Investment Partners, Inc. dba*  
14 *Professional Fighters League*

15 **DISTRICT COURT**  
16 **CLARK COUNTY, NEVADA**

17 ZION WOOD OBI WAN TRUST and  
18 SHAWN WRIGHT as trustee of ZION  
19 WOOD OBI WAN TRUST; WSO  
20 GLOBAL, LLC, a Wyoming limited liability  
21 company

22 Plaintiffs,

23 vs.

24 MMAWC, LLC d/b/a WORLD SERIES OF  
25 FIGHTING, a Nevada limited liability  
26 company; MMAI INVESTMENT  
27 PARTNERS INC. dba PROFESSIONAL  
28 FIGHTERS LEAGUE, a Delaware  
corporation, BRUCE DEIFI, an individual;  
CARLOS SILVA, an individual; NANCY  
AND BRUCE DEIFI FAMILY  
PARTNERSHIP LLP, 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  
GRANTING IN PART AND DENYING IN  
PART DEFENDANT MMAI  
INVESTMENT PARTNER'S MOTION  
TO DISMISS PURSUANT TO NEVADA  
RULE OF CIVIL PROCEDURE 12(B)(5)**

PLEASE TAKE NOTICE that on the 8<sup>th</sup> day of February 2019, the Order Granting In Part  
and Denying In Part Defendant MMAI Investment Partner's Motion to Dismiss Pursuant to

1 Nevada Rule of Civil Procedure 12(B)(5) was entered by the Court. A copy of said Order is  
2 attached hereto and by reference incorporated herein.

3 DATED this 11<sup>th</sup> day of February 2019.  
4

5 DICKINSON WRIGHT PLLC

6 /s/ Michael N. Feder

7 Michael N. Feder

8 Nevada Bar No. 7332

9 Christian T. Spaulding

10 Nevada Bar No. 14277

11 8363 West Sunset Road, Suite 200

12 Las Vegas, Nevada 89113-2210

13 Tel: (702) 550-4400

14 Fax: (702) 382-1661

15 *Attorneys for Defendants Carlos Silva and*

16 *MMA Investment Partners, Inc. dba*

17 *Professional Fighters League*  
18  
19  
20  
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24  
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**CERTIFICATE OF SERVICE**

The undersigned, an employee of Dickinson Wright PLLC, hereby certifies that on the 11<sup>th</sup> day of February 2019, he caused a copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING IN PART AND DENYING IN PART DEFENDANT MMAX INVESTMENT PARTNER'S MOTION TO DISMISS PURSUANT TO NEVADA RULE OF CIVIL PROCEDURE 12(B)(5)** to be transmitted by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve system addressed to:

Byron E. Thomas, Esq.  
3275 S. Jones Blvd., Ste. 104  
Las Vegas, NV 89146  
[byronthomaslaw@gmail.com](mailto:byronthomaslaw@gmail.com)  
*Attorney for Plaintiffs*

Maximiliano D. Couvillier III  
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3271 E. Warm Spring Rd.  
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[mcouvillier@kclawnv.com](mailto:mcouvillier@kclawnv.com)  
*Attorneys for Defendants MMAWC, LLC,  
Bruce Deifik and The Nancy And Bruce Deifik  
Family Partnership LLLP*

/s/ Max Erwin

An employee of Dickinson Wright PLLC



*Steven D. Grierson*

1 **ORDER**  
2 **DICKINSON WRIGHT PLLC**  
3 Michael N. Feder  
4 Nevada Bar No. 7332  
5 Email: mfeder@dickinson-wright.com  
6 Christian T. Spaulding  
7 Nevada Bar No. 14277  
8 Email: cspaulding@dickinson-wright.com  
9 8363 West Sunset Road, Suite 200  
10 Las Vegas, Nevada 89113-2210  
11 Tel: (702) 550-4400  
12 *Attorneys for Defendants Carlos Silva and*  
13 *MMA Investment Partners, Inc. dba*  
14 *Professional Fighters League*

15 **DISTRICT COURT**  
16 **CLARK COUNTY, NEVADA**

17 ZION WOOD OBI WAN TRUST and  
18 SHAWN WRIGHT as trustee of ZION  
19 WOOD OBI WAN TRUST; WSO  
20 GLOBAL, LLC, a Wyoming limited liability  
21 company

22 Plaintiffs,

23 vs.

24 MMAWC, LLC d/b/a WORLD SERIES OF  
25 FIGHTING, a Nevada limited liability  
26 company; MMA INVESTMENT  
27 PARTNERS INC. dba PROFESSIONAL  
28 FIGHTERS LEAGUE, a Delaware  
corporation, BRUCE DEIFIK, an individual;  
CARLOS SILVA, an individual; NANCY  
AND BRUCE DEIFIK FAMILY  
PARTNERSHIP LLLP, 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

**ORDER GRANTING IN PART AND  
DENYING IN PART DEFENDANT  
MMA INVESTMENT PARTNER'S  
MOTION TO DISMISS PURSUANT TO  
NEVADA RULE OF CIVIL PROCEDURE  
12(B)(5)**

Defendant MMA Investment Partners Inc.'s ("Defendant") Motion to Dismiss Pursuant to Nevada Rule of Civil Procedure 12(b)(5) (the "Motion") came before this Court on December 27, 2018 with Christian T. Spaulding appearing on behalf of Defendant and Byron E. Thomas

appearing on behalf of Plaintiffs. The Court having considered Defendant's Motion and Plaintiffs' Opposition thereto; having heard argument of counsel; and good cause appearing, and for the reasons set forth on the record, HEREBY ORDERS:

1. Defendant's Motion is GRANTED IN PART AND DENIED IN PART as follows:
2. Plaintiffs' claim for Civil RICO is dismissed with prejudice.
3. Defendant's Motion is DENIED as to Plaintiffs' remaining claims.

DATED this 12 day of February, 2019.

Nancy L. Alf  
District Court Judge

*[Handwritten mark]*

Submitted by:

DICKINSON WRIGHT PLLC

Michael N. Feder  
Nevada Bar No. 7332  
Christian T. Spaulding  
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8363 West Sunset Road, Suite 200  
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*Attorneys for Defendants Carlos Silva and  
MMAX Investment Partners, Inc. dba  
Professional Fighters League*

Approved as to Form and Content:

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Byronthomaslaw@gmail.com  
*Attorney for Plaintiffs*

*Steven D. Grierson*

ANS

**DICKINSON WRIGHT PLLC**

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*Attorneys for Defendants Carlos Silva and*

*MMAX Investment Partners, Inc. dba*

*Professional Fighters League*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

CASE NO: A-17-764118-C

Dept. No.: 27

**DEFENDANT MMAX INVESTMENT  
PARTNERS, INC.'S ANSWER TO  
COMPLAINT**

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 LLP, Colorado limited  
liability partnership; KEITH REDMOND, an  
individual; DOES I through X, inclusive; and  
ROE Corporations XX through XXX,  
inclusive,

Defendants.

DICKINSON WRIGHT PLLC

8363 West Sunset Road, Suite 200  
Las Vegas, Nevada 89113-2210

1 Defendant MMAX Investment Partners, Inc. ("MMAX"), by and through its attorneys of  
2 record, the law firm of Dickinson Wright PLLC, hereby answers Plaintiffs Zion Wood Obi Wan  
3 Trust and Shawn Wright's ("Plaintiffs") Complaint as follows:

4 **PARTIES<sup>1</sup>**

5 As to Unnumbered Paragraph No. 1, MMAX lacks knowledge or information sufficient to  
6 form a belief as to whether SHAWN WRIGHT, as trustee of ZION WOOD OBI WANT TRUST,  
7 is a Utah resident whose principal place of business is located in Clark County, Nevada, and  
8 therefore denies the same.

9 As to Unnumbered Paragraph No. 2, MMAX lacks knowledge or information sufficient to  
10 form a belief as to whether ZION WOOD OBI WANT TRUST, is a trust organized under the State  
11 of Nevada, and therefore denies the same.

12 As to Unnumbered Paragraph No. 3, MMAX lacks knowledge or information sufficient to  
13 form a belief as to whether WSOF GLOBAL LLC is a limited liability company organized  
14 pursuant to the laws of the state of Wyoming and conducting business in Clark County, Nevada,  
15 and therefore denies the same.

16 As to Unnumbered Paragraph No. 4, MMAX lacks knowledge or information sufficient to  
17 form a belief as to whether MMAWC, LLC., is a limited liability company organized pursuant to  
18 the laws of the state of Nevada and conducting business in Clark County, Nevada, and therefore  
19 denies the same.

20 As to Unnumbered Paragraph No. 5, MMAX admits that it is a corporation organized  
21 pursuant to the laws of the state of Delaware and that it conducts business in Clark County, Nevada.

22 As to Unnumbered Paragraph No. 6, MMAX lacks knowledge or information sufficient to  
23 form a belief as to whether BRUCE DEIFIK is an individual believed to reside in the State of  
24 Colorado and conducting business in Clark County, Nevada, and therefore denies the same.

25 As to Unnumbered Paragraph No. 7, MMAX lacks knowledge or information sufficient to  
26 form a belief as to whether NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP, is  
27

28 <sup>1</sup> In the Complaint, the paragraphs pertaining to the Parties do not contain numbers. As such, each paragraph is addressed in order in this Answer and referred to as "Unnumbered Paragraph".

1 a limited liability company organized pursuant to the laws of the state of Colorado and conducting  
2 business in Clark County, Nevada, and therefore denies the same.

3 As to Unnumbered Paragraph No. 8, MMAX lacks knowledge or information sufficient to  
4 form a belief as to whether CARLOS SILVA is an individual residing in the State of Maryland  
5 and conducting business in Clark County, Nevada, and therefore denies the same.

6 As to Unnumbered Paragraph No. 9, MMAX lacks knowledge or information sufficient to  
7 form a belief as to whether KEITH REDMOND is an individual believed to reside in the state of  
8 Nevada and conducting business in Clark County, Nevada, and therefore denies the same.

9 GENERAL ALLEGATIONS

10 1. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
11 of the allegations, and therefore denies the allegations contained in paragraph No. 1.

12 2. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
13 of the allegations, and therefore denies the allegations contained in paragraph No. 2.

14 3. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
15 of the allegations, and therefore denies the allegations contained in paragraph No. 3.

16 4. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
17 of the allegations, and therefore denies the allegations contained in paragraph No. 4.

18 5. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
19 of the allegations, and therefore denies the allegations contained in paragraph No. 5. By way of  
20 further response, the written agreements referenced in paragraph No. 5 are documents of  
21 independent legal significance and MMAX denies any and all allegations inconsistent therewith.

22 6. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
23 of the allegations, and therefore denies the allegations contained in paragraph No. 6. By way of  
24 further response, the written agreements referenced in paragraph No. 6 are documents of  
25 independent legal significance and MMAX denies any and all allegations inconsistent therewith.

26 7. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
27 of the allegations, and therefore denies the allegations contained in paragraph No. 7. By way of  
28

1 further response, the record in that case contains documents of independent legal significance and  
2 MMAX denies any and all allegations inconsistent therewith.

3 8. In response to the allegations of paragraph No. 8, the Settlement Agreement is a  
4 document of independent legal significance and MMAX denies any and all allegations inconsistent  
5 therewith.

6 9. In response to the allegations of paragraph No. 9, the Settlement Agreement is a  
7 document of independent legal significance and MMAX denies any and all allegations inconsistent  
8 therewith.

9 10. In response to the allegations of paragraph No. 10, the Settlement Agreement and  
10 any attachment thereto are documents of independent legal significance and MMAX denies any  
11 and all allegations inconsistent therewith.

12 11. In response to the allegations of paragraph No. 11, the Settlement Agreement is a  
13 document of independent legal significance and MMAX denies any and all allegations inconsistent  
14 therewith.

15 12. MMAX admits that it operates as the Professional Fighters League, or PFL.  
16 MMAX denies the remaining allegations in paragraph No. 12.

17 13. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
18 of the allegations, and therefore denies the allegations contained in paragraph No. 13.

19 14. In response to the allegations of paragraph No. 14, the press releases are documents  
20 of independent legal significance and MMAX denies any and all allegations inconsistent therewith.

21 15. The allegations contained in paragraph No. 15 are legal conclusions and therefore  
22 no response is required from MMAX. To the extent a response is deemed required, the allegations  
23 are denied. By way of further response, the Settlement Agreement is a document of independent  
24 legal significance and MMAX denies any and all allegations inconsistent therewith.

25 16. MMAX admits only that Silva and Sefo are employed with MMAX. MMAX  
26 denies the remaining allegations in paragraph No. 16.

1           17.     The allegations contained in paragraph No. 17 are legal conclusions and therefore  
2 no response is required from MMAX. To the extent a response is deemed required, the allegations  
3 are denied.

4           18.     In response to the allegations of paragraph No. 18, the press releases are documents  
5 of independent legal significance and MMAX denies any and all allegations inconsistent therewith.

6           19.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
7 of the allegations, and therefore denies the allegations contained in paragraph No. 19.

8           20.     Denied. By way of further response, MMAX lacks knowledge or information  
9 sufficient to form a belief as to the truth of the allegations, and therefore denies the allegations  
10 contained in paragraph No. 20.

11           21.     Denied. By way of further response, the allegations contained in paragraph No. 21  
12 are legal conclusions and therefore no response is required from MMAX. To the extent a response  
13 is deemed required, the allegations are denied.

14           22.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
15 of the allegations, and therefore denies the allegations contained in paragraph No. 22.

16           23.     Denied. By way of further response, the Settlement Agreement is a document of  
17 independent legal significance and MMAX denies any and all allegations inconsistent therewith.

18           24.     Denied. By way of further response, the allegations contained in paragraph No. 24  
19 are legal conclusions and therefore no response is required from MMAX. To the extent a response  
20 is deemed required, the allegations are denied.

21           25.     In response to the allegations contained in paragraph No. 25, the Form D is a  
22 document of independent legal significance and MMAX denies any and all allegations inconsistent  
23 therewith.

24           26.     In response to the allegations contained in paragraph No. 26, the Form D is a  
25 document of independent legal significance and MMAX denies any and all allegations inconsistent  
26 therewith.

27           27.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
28 of the allegations, and therefore denies the allegations contained in paragraph No. 27.

1           28.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
2 of the allegations, and therefore denies the allegations contained in paragraph No. 28.

3           29.     The allegations contained in paragraph No. 29 are legal conclusions and therefore  
4 no response is required from MMAX. To the extent a response is deemed required, the allegations  
5 are denied. By way of further response, MMAX lacks knowledge or information sufficient to form  
6 a belief as to the truth of the allegations, and therefore denies the allegations contained in paragraph  
7 No. 29.

8           30.     Denied. By way of further response, the allegations contained in paragraph No. 30  
9 are legal conclusions and therefore no response is required from MMAX. To the extent a response  
10 is deemed required, the allegations are denied. In addition, the documents referenced in paragraph  
11 No. 30 are documents of independent legal significance and MMAX denies any and all allegations  
12 inconsistent therewith.

13           31.     Denied. By way of further response, the allegations contained in paragraph No. 31  
14 are legal conclusions and therefore no response is required from MMAX. To the extent a response  
15 is deemed required, the allegations are denied.

16           32.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
17 of the allegations, and therefore denies the allegations contained in paragraph No. 32.

18           33.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
19 of the allegations, and therefore denies the allegations contained in paragraph No. 33. By way of  
20 further response, the press statements are documents of independent legal significance and MMAX  
21 denies any and all allegations inconsistent therewith.

22           34.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
23 of the allegations, and therefore denies the allegations contained in paragraph No. 34.

24           35.     In response to the allegations of paragraph No. 35, the Settlement Agreement and  
25 Operating Agreement are documents of independent legal significance and MMAX denies any and  
26 all allegations inconsistent therewith.



1           36.     The allegations contained in paragraph No. 36 are legal conclusions and therefore  
2 no response is required from MMAX. To the extent a response is deemed required, the allegations  
3 are denied.

4           37.     Denied. By way of further response, the allegations contained in paragraph No. 37  
5 are legal conclusions and therefore no response is required from MMAX. To the extent a response  
6 is deemed required, the allegations are denied.

7           38.     Denied. By way of further response, the allegations contained in paragraph No. 38  
8 are legal conclusions and therefore no response is required from MMAX. To the extent a response  
9 is deemed required, the allegations are denied.

10          39.     Denied. By way of further response, the allegations contained in paragraph No. 39  
11 are legal conclusions and therefore no response is required from MMAX. To the extent a response  
12 is deemed required, the allegations are denied.

13          40.     Denied. By way of further response, the allegations contained in paragraph No. 40  
14 are legal conclusions and therefore no response is required from MMAX. To the extent a response  
15 is deemed required, the allegations are denied.

#### 16                               NYC EVENT

17          41.     In response to the allegations of paragraph No. 41, MMAX only admits that an  
18 MMA event took place in New York City on December 31, 2016. As to the remaining allegations,  
19 they are legal conclusions and therefore no response is required from MMAX. To the extent a  
20 response is deemed required, the allegations are denied.

21          42.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
22 of the allegations, and therefore denies the allegations contained in paragraph No. 42. By way of  
23 further response, the New York State Department of Taxation and Finance form is a document of  
24 independent legal significance and MMAX denies any and all allegations inconsistent therewith.

25          43.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
26 of the allegations, and therefore denies the allegations contained in paragraph No. 43. By way of  
27 further response, the New York State Department of Taxation and Finance form is a document of  
28 independent legal significance and MMAX denies any and all allegations inconsistent therewith.

1           44.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
2 of the allegations, and therefore denies the allegations contained in paragraph No. 44. By way of  
3 further response, the internal financial report is a document of independent legal significance and  
4 MMAX denies any and all allegations inconsistent therewith.

5           45.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
6 of the allegations, and therefore denies the allegations contained in paragraph No. 45. By way of  
7 further response, the internal financial report is a document of independent legal significance and  
8 MMAX denies any and all allegations inconsistent therewith.

9           46.     Denied. By way of further response, the remaining allegations are legal  
10 conclusions and therefore no response is required from MMAX. To the extent a response is  
11 deemed required, the allegations are denied.

12           47.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
13 of the allegations, and therefore denies the allegations contained in paragraph No. 47.

#### 14                               LICENSING RIGHTS

15           48.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
16 of the allegations, and therefore denies the allegations contained in paragraph No. 48. By way of  
17 further response, the master license agreement is a document of independent legal significance and  
18 MMAX denies any and all allegations inconsistent therewith.

19           49.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
20 of the allegations, and therefore denies the allegations contained in paragraph No. 49. By way of  
21 further response, the master license agreement is a document of independent legal significance and  
22 MMAX denies any and all allegations inconsistent therewith.

23           50.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
24 of the allegations, and therefore denies the allegations contained in paragraph No. 50. By way of  
25 further response, the master license agreement and any assignment thereof are documents of  
26 independent legal significance and MMAX denies any and all allegations inconsistent therewith.

27           51.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
28 of the allegations, and therefore denies the allegations contained in paragraph No. 51.

1           52.     MMAX only admits that there was a prior litigation that resulted in the Settlement  
2 Agreement. By way of further response, the pleadings in the prior litigation and the Settlement  
3 Agreement are documents of independent legal significance and MMAX denies any and all  
4 allegations inconsistent therewith.

5           53.     In response to the allegations of paragraph No. 53, the Settlement Agreement and  
6 the Master License Agreement are documents of independent legal significance and MMAX  
7 denies any and all allegations inconsistent therewith.

8           54.     In response to the allegations of paragraph No. 54, the Amended License  
9 Agreement is a document of independent legal significance and MMAX denies any and all  
10 allegations inconsistent therewith.

11          55.     The allegations contained in paragraph No. 55 are legal conclusions and therefore  
12 no response is required from MMAX. To the extent a response is deemed required, the allegations  
13 are denied. By way of further response, the Amended License Agreement and the Settlement  
14 Agreement are documents of independent legal significance and MMAX denies any and all  
15 allegations inconsistent therewith.

16          56.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
17 of the allegations, and therefore denies the allegations contained in paragraph No. 56.

18          57.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
19 of the allegations, and therefore denies the allegations contained in paragraph No. 57.

20          58.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
21 of the allegations, and therefore denies the allegations contained in paragraph No. 58.

22          59.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
23 of the allegations, and therefore denies the allegations contained in paragraph No. 59.

24          60.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
25 of the allegations, and therefore denies the allegations contained in paragraph No. 60. By way of  
26 further response, the referenced "naked" license agreement is a document of independent legal  
27 significance and MMAX denies any and all allegations inconsistent therewith  
28

1           61.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
2 of the allegations, and therefore denies the allegations contained in paragraph No. 61. By way of  
3 further response, the referenced email is a document of independent legal significance and MMAX  
4 denies any and all allegations inconsistent therewith.

5           62.     The allegations contained in paragraph No. 62 are legal conclusions and therefore  
6 no response is required from MMAX. To the extent a response is deemed required, the allegations  
7 are denied.

8           63.     In response to the allegations of paragraph No. 63, MMAX only admits that  
9 MMAX operates as the "Professional Fighters League." As to the remaining allegations, MMAX  
10 lacks knowledge or information sufficient to form a belief as to the truth of the remaining  
11 allegations, and therefore denies the remaining allegations contained in paragraph No. 63. By way  
12 of further response, the referenced email is a document of independent legal significance and  
13 MMAX denies any and all allegations inconsistent therewith

14           64.     In response to the allegations of paragraph 64, the press releases and Settlement  
15 Agreement are documents of independent legal significance and MMAX denies any and all  
16 allegations inconsistent therewith.

17           65.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
18 of the allegations, and therefore denies the allegations contained in paragraph No. 65.

19           66.     Denied. By way of further response, the remaining allegations are legal  
20 conclusions and therefore no response is required from MMAX. To the extent a response is  
21 deemed required, the allegations are denied.

22           67.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
23 of the allegations, and therefore denies the allegations contained in paragraph No. 67.

24           68.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
25 of the allegations, and therefore denies the allegations contained in paragraph No. 68.

26           69.     The allegations contained in paragraph No. 69 are legal conclusions and therefore  
27 no response is required from MMAX. To the extent a response is deemed required, the allegations  
28

1 are denied. By way of further response, the Settlement Agreement is a document of independent  
2 legal significance and MMAX denies any and all allegations inconsistent therewith.

3 70. The allegations contained in paragraph No. 70 are legal conclusions and therefore  
4 no response is required from MMAX. To the extent a response is deemed required, the allegations  
5 are denied.

6 71. In response to the allegations of paragraph No. 71, the Amended License is a  
7 document of independent legal significance and MMAX denies any and all allegations inconsistent  
8 therewith.

9 72. The allegations contained in paragraph No. 72 are legal conclusions and therefore  
10 no response is required from MMAX. To the extent a response is deemed required, the allegations  
11 are denied. By way of further response, the Settlement Agreement and Amended License  
12 Agreement are documents of independent legal significance and MMAX denies any and all  
13 allegations inconsistent therewith.

14 73. In response to the allegations of paragraph No. 73, the email referenced is a  
15 document of independent legal significance and MMAX denies any and all allegations inconsistent  
16 therewith.

17 74. In response to the allegations of paragraph No. 74, the email referenced is a  
18 document of independent legal significance and MMAX denies any and all allegations inconsistent  
19 therewith. By way of further response, the allegations contained in paragraph No. 74 are legal  
20 conclusions and therefore no response is required from MMAX. To the extent a response is  
21 deemed required, the allegations are denied.

22 75. The allegations contained in paragraph No. 75 are legal conclusions and therefore  
23 no response is required from MMAX. To the extent a response is deemed required, the allegations  
24 are denied. By way of further response, the email referenced is a document of independent legal  
25 significance and MMAX denies any and all allegations inconsistent therewith.

26 76. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
27 of the allegations, and therefore denies the allegations contained in paragraph No. 76. By way of  
28 further response, the allegations contained in paragraph No. 76 are legal conclusions and therefore

1 no response is required from MMAX. To the extent a response is deemed required, the allegations  
2 are denied.

3 77. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
4 of the allegations related to Global's concerns, and therefore denies the allegations contained in  
5 paragraph No. 77. As to the remaining allegations, including that Global holds the licensing rights  
6 for "Professional Fighters League," these allegations are legal conclusions and therefore no  
7 response is required from MMAX. To the extent a response is deemed required, the allegations  
8 are denied.

9 **DEIFIK, SILVA AND ABDELAZIZ**

10 78. MMAX admits the allegations contained in paragraph No. 78.

11 79. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
12 of the allegations, and therefore denies the allegations contained in paragraph No. 79.

13 80. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
14 of the allegations, and therefore denies the allegations contained in paragraph No. 80.

15 81. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
16 of the allegations, and therefore denies the allegations contained in paragraph No. 81.

17 82. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
18 of the allegations, and therefore denies the allegations contained in paragraph No. 82.

19 83. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
20 of the allegations, and therefore denies the allegations contained in paragraph No. 83.

21 84. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
22 of the allegations, and therefore denies the allegations contained in paragraph No. 84.

23 85. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
24 of the allegations, and therefore denies the allegations contained in paragraph No. 85.

25 86. MMAX lacks knowledge or information sufficient to form a belief as to the truth  
26 of the allegations, and therefore denies the allegations contained in paragraph No. 86.

1           87.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
2 of the allegations about what Zion inferred or what was brought to Deifik's attention, and therefore  
3 denies those allegations contained in paragraph No. 87. All remaining allegations are denied.

4           88.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
5 of the allegations, and therefore denies the allegations contained in paragraph No. 88.

6           89.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
7 of the allegations, and therefore denies the allegations contained in paragraph No. 89. Moreover,  
8 the texts referenced in paragraph No. 89 are documents of independent legal significance and  
9 MMAX denies any and all allegations inconsistent therewith.

10          90.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
11 of the allegations, and therefore denies the allegations contained in paragraph No. 90. By way of  
12 further response, the alleged text messages referenced in paragraph No. 90 are documents of  
13 independent legal significance and MMAX denies any and all allegations inconsistent therewith.

14          91.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
15 of the allegations, and therefore denies the allegations contained in paragraph No. 91. By way of  
16 further response, the alleged text message referenced in paragraph No. 91 is a document of  
17 independent legal significance and MMAX denies any and all allegations inconsistent therewith.

18          92.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
19 of the allegations, and therefore denies the allegations contained in paragraph No. 92. By way of  
20 further response, the alleged text message referenced in paragraph No. 92 is a document of  
21 independent legal significance and MMAX denies any and all allegations inconsistent therewith.

22          93.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
23 of the allegations, and therefore denies the allegations contained in paragraph No. 93. By way of  
24 further response, the alleged text messages referenced in paragraph No. 93 are documents of  
25 independent legal significance and MMAX denies any and all allegations inconsistent therewith.

26          94.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
27 of the allegations, and therefore denies the allegations contained in paragraph No. 94.  
28

1           95.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
2 of the allegations, and therefore denies the allegations contained in paragraph No. 95.

3           96.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
4 of the allegations, and therefore denies the allegations contained in paragraph No. 96.

5           97.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
6 of the allegations, and therefore denies the allegations contained in paragraph No. 97.

7           98.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
8 of the allegations, and therefore denies the allegations contained in paragraph No. 98.

9           99.     MMAX lacks knowledge or information sufficient to form a belief as to the truth  
10 of the allegations, and therefore denies the allegations contained in paragraph No. 99.

11                               **GLOBAL CHINA OPERATIONS**

12           100.    MMAX lacks knowledge or information sufficient to form a belief as to the truth  
13 of the allegations, and therefore denies the allegations contained in paragraph No. 100.

14           101.    MMAX lacks knowledge or information sufficient to form a belief as to the truth  
15 of the allegations, and therefore denies the allegations contained in paragraph No. 101.

16           102.    MMAX lacks knowledge or information sufficient to form a belief as to the truth  
17 of the allegations, and therefore denies the allegations contained in paragraph No. 102.

18           103.    MMAX lacks knowledge or information sufficient to form a belief as to the truth  
19 of the allegations, and therefore denies the allegations contained in paragraph No. 103.

20           104.    MMAX lacks knowledge or information sufficient to form a belief as to the truth  
21 of the allegations, and therefore denies the allegations contained in paragraph No. 104.

22           105.    Denied. By way of further response, the allegations contained in paragraph No.  
23 105 are legal conclusions and therefore no response is required from MMAX. To the extent a  
24 response is deemed required, the allegations are denied.

25           106.    Denied. By way of further response, the allegations contained in paragraph No.  
26 106 are legal conclusions and therefore no response is required from MMAX. To the extent a  
27 response is deemed required, the allegations are denied.  
28



1           107. Denied. By way of further response, the allegations contained in paragraph No.  
2           107 are legal conclusions and therefore no response is required from MMAX. To the extent a  
3           response is deemed required, the allegations are denied.

4                           **CLAIMS FOR RELIEF**

5                                   **FIRST CLAIM FOR RELIEF**

6   **Breach of Contract – Settlement Agreement**

7   **(As against Defendants MMAWC, Deifik, DFP, PFL and Silva; hereinafter the “Settlement**  
8   **Defendants”)**

9           108. In response to the allegations of paragraph No. 108, MMAX realleges and  
10           incorporates the preceding paragraphs of this answer as if fully set forth herein.

11           109. The allegations contained in Plaintiffs’ first claim are not asserted against MMAX  
12           and therefore no response is required. To the extent a response is deemed required, MMAX lacks  
13           knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
14           denies the allegations contained in paragraph No. 109. By way of further response, the allegations  
15           contained in paragraph No. 109 are legal conclusions and therefore no response is required from  
16           MMAX. To the extent a response is deemed required, the allegations are denied.

17           110. The allegations contained in Plaintiffs’ first claim are not asserted against MMAX  
18           and therefore no response is required. To the extent a response is deemed required, MMAX lacks  
19           knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
20           denies the allegations contained in paragraph No. 110. By way of further response, the allegations  
21           contained in paragraph No. 110 are legal conclusions and therefore no response is required from  
22           MMAX. To the extent a response is deemed required, the allegations are denied.

23           111. The allegations contained in Plaintiffs’ first claim are not asserted against MMAX  
24           and therefore no response is required. To the extent a response is deemed required, MMAX lacks  
25           knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
26           denies the allegations contained in paragraph No. 111. By way of further response, the allegations  
27           contained in paragraph No. 111 are legal conclusions and therefore no response is required from  
28           MMAX. To the extent a response is deemed required, the allegations are denied.

1           112. The allegations contained in Plaintiffs' first claim are not asserted against MMAX  
2 and therefore no response is required. To the extent a response is deemed required, MMAX lacks  
3 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
4 denies the allegations contained in paragraph No. 112. By way of further response, the allegations  
5 contained in paragraph No. 112 are legal conclusions and therefore no response is required from  
6 MMAX. To the extent a response is deemed required, the allegations are denied.

7           113. The allegations contained in Plaintiffs' first claim are not asserted against MMAX  
8 and therefore no response is required. To the extent a response is deemed required, MMAX lacks  
9 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
10 denies the allegations contained in paragraph No. 113. By way of further response, the allegations  
11 contained in paragraph No. 113 are legal conclusions and therefore no response is required from  
12 MMAX. To the extent a response is deemed required, the allegations are denied.

13           114. The allegations contained in Plaintiffs' first claim are not asserted against MMAX  
14 and therefore no response is required. To the extent a response is deemed required, MMAX lacks  
15 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
16 denies the allegations contained in paragraph No. 114. By way of further response, the allegations  
17 contained in paragraph No. 114 are legal conclusions and therefore no response is required from  
18 MMAX. To the extent a response is deemed required, the allegations are denied.

19           115. The allegations contained in Plaintiffs' first claim are not asserted against MMAX  
20 and therefore no response is required. To the extent a response is deemed required, MMAX lacks  
21 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
22 denies the allegations contained in paragraph No. 115. By way of further response, the allegations  
23 contained in paragraph No. 115 are legal conclusions and therefore no response is required from  
24 MMAX. To the extent a response is deemed required, the allegations are denied.

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

116. In response to the allegations of paragraph No. 116, MMAX realleges and incorporates the preceding paragraphs of this answer as if fully set forth herein.

117. The allegations contained in paragraph No. 117 are legal conclusions and therefore no response is required from MMAX.

118. The allegations contained in paragraph No. 118 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

119. The allegations contained in paragraph No. 119 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

120. The allegations contained in paragraph No. 120 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

121. The allegations contained in paragraph No. 121 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

**THIRD CLAIM FOR RELIEF**  
**Declaratory Relief**  
**(As against all Defendants)**

122. In response to the allegations of paragraph No. 122, MMAX realleges and incorporates the preceding paragraphs of this answer as if fully set forth herein.

123. The allegations contained in paragraph No. 123 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

124. The allegations contained in paragraph No. 124 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

1           125. The allegations contained in paragraph No. 125 are legal conclusions and therefore  
2 no response is required from MMAX. To the extent a response is deemed required, the allegations  
3 are denied.

4           126. The allegations contained in paragraph No. 126 are legal conclusions and  
5 therefore no response is required from MMAX. To the extent a response is deemed required, the  
6 allegations are denied.

7           127. The allegations contained in paragraph No. 127 are legal conclusions and therefore  
8 no response is required from MMAX. To the extent a response is deemed required, the allegations  
9 are denied.

10          128. The allegations contained in paragraph No. 128 are legal conclusions and therefore  
11 no response is required from MMAX. To the extent a response is deemed required, the allegations  
12 are denied.

13          129. The allegations contained in paragraph No. 129 are legal conclusions and therefore  
14 no response is required from MMAX. To the extent a response is deemed required, the allegations  
15 are denied.

16          130. The allegations contained in paragraph No. 130 are legal conclusions and therefore  
17 no response is required from MMAX. To the extent a response is deemed required, the allegations  
18 are denied.

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

22          131. In response to the allegations of paragraph No. 131, MMAX realleges and  
23 incorporates the preceding paragraphs of this answer as if fully set forth herein.

24          132. The allegations contained in paragraph No. 132 are legal conclusions and therefore  
25 no response is required from MMAX. To the extent a response is deemed required, the allegations  
26 are denied.

27          133. The allegations contained in paragraph No. 133 are legal conclusions and therefore  
28 no response is required from MMAX. To the extent a response is deemed required, the allegations  
are denied.

1           134. The allegations contained in paragraph No. 134 are legal conclusions and therefore  
2 no response is required from MMAX. To the extent a response is deemed required, the allegations  
3 are denied.

4           135. The allegations contained in paragraph No. 135 are legal conclusions and therefore  
5 no response is required from MMAX. To the extent a response is deemed required, the allegations  
6 are denied.

7           136. The allegations contained in paragraph No. 136 are legal conclusions and therefore  
8 no response is required from MMAX. To the extent a response is deemed required, the allegations  
9 are denied.

10          137. The allegations contained in paragraph No. 137 are legal conclusions and therefore  
11 no response is required from MMAX. To the extent a response is deemed required, the allegations  
12 are denied.

13          138. The allegations contained in paragraph No. 138 are legal conclusions and therefore  
14 no response is required from MMAX. To the extent a response is deemed required, the allegations  
15 are denied.

16                               **FIFTH CLAIM FOR RELIEF**  
17                               **Tortious Interference with Contract**  
                                  **(As against all Defendants)**

18          139. In response to the allegations of paragraph No. 139, MMAX realleges and  
19 incorporates the preceding paragraphs of this answer as if fully set forth herein.

20          140. The allegations contained in paragraph No. 140 are legal conclusions and therefore  
21 no response is required from MMAX. To the extent a response is deemed required, the allegations  
22 are denied.

23          141. The allegations contained in paragraph No. 141 are legal conclusions and therefore  
24 no response is required from MMAX. To the extent a response is deemed required, the allegations  
25 are denied.

26          142. The allegations contained in paragraph No. 142 are legal conclusions and therefore  
27 no response is required from MMAX. To the extent a response is deemed required, the allegations  
28 are denied.

1           143. The allegations contained in paragraph No. 143 are legal conclusions and therefore  
2 no response is required from MMAX. To the extent a response is deemed required, the allegations  
3 are denied.

4           144. The allegations contained in paragraph No. 144 are legal conclusions and therefore  
5 no response is required from MMAX. To the extent a response is deemed required, the allegations  
6 are denied.

7           145. The allegations contained in paragraph No. 145 are legal conclusions and therefore  
8 no response is required from MMAX. To the extent a response is deemed required, the allegations  
9 are denied.

10          146. The allegations contained in paragraph No. 146 are legal conclusions and therefore  
11 no response is required from MMAX. To the extent a response is deemed required, the allegations  
12 are denied.

13                                   **SIXTH CLAIM FOR RELIEF**  
14                                   **Alter Ego Claim**  
15                                   **(As against MMAWC and Deifik Defendants)**

16          147. In response to the allegations of paragraph No. 147, MMAX realleges and  
17 incorporates the preceding paragraphs of this answer as if fully set forth herein.

18          148. The allegations contained in Plaintiffs' sixth claim are not asserted against MMAX  
19 and therefore no response is required. To the extent a response is deemed required, MMAX lacks  
20 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
21 denies the allegations contained in paragraph No. 148. By way of further response, the allegations  
22 contained in paragraph No. 148 are legal conclusions and therefore no response is required from  
23 MMAX. To the extent a response is deemed required, the allegations are denied.

24          149. The allegations contained in Plaintiffs' sixth claim are not asserted against MMAX  
25 and therefore no response is required. To the extent a response is deemed required, MMAX lacks  
26 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
27 denies the allegations contained in paragraph No. 149. By way of further response, the allegations  
28 contained in paragraph No. 149 are legal conclusions and therefore no response is required from  
MMAX. To the extent a response is deemed required, the allegations are denied.

1           150. The allegations contained in Plaintiffs' sixth claim are not asserted against MMAX  
2 and therefore no response is required. To the extent a response is deemed required, MMAX lacks  
3 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
4 denies the allegations contained in paragraph No. 150. By way of further response, the allegations  
5 contained in paragraph No. 150 are legal conclusions and therefore no response is required from  
6 MMAX. To the extent a response is deemed required, the allegations are denied.

7           151. The allegations contained in Plaintiffs' sixth claim are not asserted against MMAX  
8 and therefore no response is required. To the extent a response is deemed required, MMAX lacks  
9 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
10 denies the allegations contained in paragraph No. 151. By way of further response, the allegations  
11 contained in paragraph No. 151 are legal conclusions and therefore no response is required from  
12 MMAX. To the extent a response is deemed required, the allegations are denied.

13           152. The allegations contained in Plaintiffs' sixth claim are not asserted against MMAX  
14 and therefore no response is required. To the extent a response is deemed required, MMAX lacks  
15 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
16 denies the allegations contained in paragraph No. 152. By way of further response, the allegations  
17 contained in paragraph No. 152 are legal conclusions and therefore no response is required from  
18 MMAX. To the extent a response is deemed required, the allegations are denied.

19           153. The allegations contained in Plaintiffs' sixth claim are not asserted against MMAX  
20 and therefore no response is required. To the extent a response is deemed required, MMAX lacks  
21 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
22 denies the allegations contained in paragraph No. 153. By way of further response, the allegations  
23 contained in paragraph No. 153 are legal conclusions and therefore no response is required from  
24 MMAX. To the extent a response is deemed required, the allegations are denied.

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

154. In response to the allegations of paragraph No. 154, MMAX realleges and incorporates the preceding paragraphs of this answer as if fully set forth herein.

155. The allegations contained in Plaintiffs' seventh claim are not asserted against MMAX and therefore no response is required. To the extent a response is deemed required, MMAX lacks knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the allegations contained in paragraph No. 155. By way of further response, the allegations contained in paragraph No. 155 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

156. The allegations contained in Plaintiffs' seventh claim are not asserted against MMAX and therefore no response is required. To the extent a response is deemed required, MMAX lacks knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the allegations contained in paragraph No. 156. By way of further response, the allegations contained in paragraph No. 156 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

157. The allegations contained in Plaintiffs' seventh claim are not asserted against MMAX and therefore no response is required. To the extent a response is deemed required, MMAX lacks knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the allegations contained in paragraph No. 157. By way of further response, the allegations contained in paragraph No. 157 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

158. The allegations contained in Plaintiffs' seventh claim are not asserted against MMAX and therefore no response is required. To the extent a response is deemed required, MMAX lacks knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the allegations contained in paragraph No. 158. By way of further response, the allegations contained in paragraph No. 158 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.



1           159. The allegations contained in Plaintiffs' seventh claim are not asserted against  
2 MMAX and therefore no response is required. To the extent a response is deemed required,  
3 MMAX lacks knowledge or information sufficient to form a belief as to the truth of the allegations,  
4 and therefore denies the allegations contained in paragraph No. 159. By way of further response,  
5 the allegations contained in paragraph No. 159 are legal conclusions and therefore no response is  
6 required from MMAX. To the extent a response is deemed required, the allegations are denied.

7                           **EIGHTH CLAIM FOR RELIEF**  
8                           **Civil RICO**  
9                           **(As against all Defendants)**

10           160. In response to the allegations of paragraph No. 160, MMAX realleges and  
11 incorporates the preceding paragraphs of this answer as if fully set forth herein.

12           161. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
13 and therefore no response is required. To the extent a response is deemed required, the allegations  
14 are denied.

15           162. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
16 and therefore no response is required. To the extent a response is deemed required, the allegations  
17 are denied.

18           163. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
19 and therefore no response is required. To the extent a response is deemed required, the allegations  
20 are denied.

21           164. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
22 and therefore no response is required. To the extent a response is deemed required, the allegations  
23 are denied.

24           165. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
25 and therefore no response is required. To the extent a response is deemed required, the allegations  
26 are denied.

27           166. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
28 and therefore no response is required. To the extent a response is deemed required, the allegations  
are denied.

1           167. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
2 and therefore no response is required. To the extent a response is deemed required, the allegations  
3 are denied.

4           168. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
5 and therefore no response is required. To the extent a response is deemed required, the allegations  
6 are denied.

7           169. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
8 and therefore no response is required. To the extent a response is deemed required, the allegations  
9 are denied.

10          170. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
11 and therefore no response is required. To the extent a response is deemed required, the allegations  
12 are denied.

13          171. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
14 and therefore no response is required. To the extent a response is deemed required, the allegations  
15 are denied.

16          172. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
17 and therefore no response is required. To the extent a response is deemed required, the allegations  
18 are denied.

19          173. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
20 and therefore no response is required. To the extent a response is deemed required, the allegations  
21 are denied.

22          174. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to MMAX  
23 and therefore no response is required. To the extent a response is deemed required, the allegations  
24 are denied.

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**NINTH CLAIM FOR RELIEF****Specific Performance  
(As against all Defendants)**

182. In response to the allegations of paragraph No. 182, MMAX realleges and incorporates the preceding paragraphs of this answer as if fully set forth herein.<sup>2</sup>

183. The allegations contained in paragraph No. 183 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

184. The allegations contained in paragraph No. 184 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

185. The allegations contained in paragraph No. 185 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

186. The allegations contained in paragraph No. 186 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

187. The allegations contained in paragraph No. 187 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

188. The allegations contained in paragraph No. 188 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

189. The allegations contained in paragraph No. 189 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

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<sup>2</sup> At this point in the Complaint, Plaintiffs' paragraph numbers jump from 174 to 182. The numbers of this Answer have been adjusted to reflect the same numbering.

**TENTH CLAIM FOR RELIEF****Unjust Enrichment  
(As to all Defendants)**

190. In response to the allegations of paragraph No. 190, MMAX realleges and incorporates the preceding paragraphs of this answer as if fully set forth herein.

191. The allegations contained in paragraph No. 191 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

192. The allegations contained in paragraph No. 192 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

193. The allegations contained in paragraph No. 193 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

194. The allegations contained in paragraph No. 194 are legal conclusions and therefore no response is required from MMAX. To the extent a response is deemed required, the allegations are denied.

**AFFIRMATIVE DEFENSES**

1. Plaintiffs' claims are barred in whole or in part because Plaintiffs failed to state a claim upon which relief can be granted.

2. Plaintiffs' claims are barred in whole or in part because Plaintiffs have suffered no damage in any amount, manner, or at all by reason of any alleged act by MMAX and the relief prayed for in the Complaint therefore cannot be granted.

3. Plaintiffs' claims are barred in whole or in part because any damages suffered by Plaintiffs were caused in whole or in part by the actions of others.

4. Plaintiffs' claims are barred in whole or in part because Plaintiffs failed to mitigate damages, if any such damages exist.

5. Plaintiffs claims are barred in whole or in part because MMAX has not breached any covenant of good faith and fair dealing allegedly owed to Plaintiffs.

1           6. Plaintiffs claims are barred in whole or in part because MMAX is not a party to the  
2 Settlement Agreement, as defined in the Complaint, or to any contract or agreement with Plaintiffs.

3           7. Plaintiffs claims are barred in whole or in part because MMAX has not interfered  
4 with any prospective contractual relationship or existing contractual relationships between  
5 Plaintiffs and any third parties.

6           8. Plaintiffs' claims are barred in whole or in part because MMAX does not owe  
7 Plaintiffs any duty, including any fiduciary duty.

8           9. Plaintiffs' claims are barred in whole or in part because MMAX has not been  
9 unjustly enriched, nor has it accepted or retained any such benefits to the detriment of Plaintiffs.

10          10. Plaintiffs' claims are barred in whole or in part by the applicable statute of  
11 limitation, under the doctrines of laches, waiver and/or estoppel, or based upon privilege or  
12 justification.

13          11. Pursuant to NRCP 11 all possible affirmative defenses may not have been alleged  
14 herein insofar as sufficient facts were not available after reasonable inquiry and therefore MMAX  
15 reserves the right to amend this Answer to allege additional affirmative defenses if subsequent  
16 investigation warrants.

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WHEREFORE, MMAX prays for judgment as follows:

1. Plaintiffs' Complaint, and all claims asserted therein, be dismissed with prejudice and that Plaintiffs take nothing thereby;
2. For its attorney's fees and costs of suit; and
3. For such other and further relief as this Court may deem just and proper.

DATED this 11<sup>th</sup> day of March 2019.

DICKINSON WRIGHT PLLC

/s/ Michael N. Feder

**Michael N. Feder (NV Bar No. 7332)**

Christian T. Spaulding (NV Bar No. 14277)

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*Attorneys for Defendants Carlos Silva*

and MMAX Investment Partners, Inc. dba

### Professional Fighters League

CERTIFICATE OF SERVICE

The undersigned, an employee of Dickinson Wright PLLC, hereby certifies that on the 11<sup>th</sup> day of March 2019, he caused a copy of the foregoing **DEFENDANT MMAX INVESTMENT PARTNERS, INC.'S ANSWER TO COMPLAINT** to be transmitted by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve system addressed to:

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*MMA Investment Partners, Inc. dba*

*Professional Fighters League*

**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,

vs.

MMAWC, LLC d/b/a WORLD SERIES OF  
FIGHTING, a Nevada limited liability  
company; MMA 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, 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

**DEFENDANT CARLOS SILVA'S  
ANSWER TO COMPLAINT**

Defendant Carlos Silva ("Silva"), by and through his attorneys of record, the law firm of  
Dickinson Wright PLLC, hereby answers Plaintiffs Zion Wood Obi Wan Trust and Shawn  
Wright's ("Plaintiffs") Complaint as follows:



**PARTIES<sup>1</sup>**

As to Unnumbered Paragraph No. 1, Silva lacks knowledge or information sufficient to form a belief as to whether SHAWN WRIGHT, as trustee of ZION WOOD OBI WANT TRUST, is a Utah resident whose principal place of business is located in Clark County, Nevada, and therefore denies the same.

As to Unnumbered Paragraph No. 2, Silva lacks knowledge or information sufficient to form a belief as to whether ZION WOOD OBI WANT TRUST, is a trust organized under the State of Nevada, and therefore denies the same.

As to Unnumbered Paragraph No. 3, Silva lacks knowledge or information sufficient to form a belief as to whether WSOFF GLOBAL LLC is a limited liability company organized pursuant to the laws of the state of Wyoming and conducting business in Clark County, Nevada, and therefore denies the same.

As to Unnumbered Paragraph No. 4, Silva lacks knowledge or information sufficient to form a belief as to whether MMAWC, LLC, is a limited liability company organized pursuant to the laws of the state of Nevada and conducting business in Clark County, Nevada, and therefore denies the same.

As to Unnumbered Paragraph No. 5, Silva lacks knowledge or information sufficient to form a belief as to whether MMAX INVESTMENT PARTNERS, INC., is a corporation organized pursuant to the laws of the state of Delaware and conducting business in Clark County, Nevada, and therefore denies the same.

As to Unnumbered Paragraph No. 6, Silva lacks knowledge or information sufficient to form a belief as to whether BRUCE DEIFIK is an individual believed to reside in the State of Colorado and conducting business in Clark County, Nevada.

As to Unnumbered Paragraph No. 7, Silva lacks knowledge or information sufficient to form a belief as to whether NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP, is a limited liability company organized pursuant to the laws of the state of Colorado and conducting

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<sup>1</sup> In the Complaint, the paragraphs pertaining to the Parties do not contain numbers. As such, each paragraph is addressed in order in this Answer and referred to as "Unnumbered Paragraph".

1 business in Clark County, Nevada.

2 As to Unnumbered Paragraph No. 8, Silva admits that he is an individual residing in the  
3 State of Maryland and conducting business in Clark County, Nevada.

4 As to Unnumbered Paragraph No. 9, Silva lacks knowledge or information sufficient to  
5 form a belief as to whether KEITH REDMOND is an individual believed to reside in the state of  
6 Nevada and conducting business in Clark County, Nevada.

7 **GENERAL ALLEGATIONS**

8 1. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
9 the allegations, and therefore denies the allegations contained in paragraph No. 1.

10 2. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
11 the allegations, and therefore denies the allegations contained in paragraph No. 2.

12 3. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
13 the allegations, and therefore denies the allegations contained in paragraph No. 3.

14 4. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
15 the allegations, and therefore denies the allegations contained in paragraph No. 4.

16 5. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
17 the allegations, and therefore denies the allegations contained in paragraph No. 5. By way of  
18 further response, the written agreements referenced in paragraph No. 5 are documents of  
19 independent legal significance and Silva denies any and all allegations inconsistent therewith.

20 6. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
21 the allegations, and therefore denies the allegations contained in paragraph No. 6. By way of  
22 further response, the written agreements referenced in paragraph No. 6 are documents of  
23 independent legal significance and Silva denies any and all allegations inconsistent therewith.

24 7. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
25 the allegations, and therefore denies the allegations contained in paragraph No. 7. By way of  
26 further response, the record in that case contains documents of independent legal significance and  
27 Silva denies any and all allegations inconsistent therewith.  
28

1           8.     In response to the allegations of paragraph No. 8, the Settlement Agreement is a  
2 document of independent legal significance and Silva denies any and all allegations inconsistent  
3 therewith.

4           9.     In response to the allegations of paragraph No. 9, the Settlement Agreement is a  
5 document of independent legal significance and Silva denies any and all allegations inconsistent  
6 therewith.

7           10.    In response to the allegations of paragraph No. 10, the Settlement Agreement and  
8 any attachment thereto are documents of independent legal significance and Silva denies any and  
9 all allegations inconsistent therewith.

10          11.    In response to the allegations of paragraph No. 11, the Settlement Agreement is a  
11 document of independent legal significance and Silva denies any and all allegations inconsistent  
12 therewith.

13          12.    Silva lacks knowledge or information sufficient to form a belief as to the truth of  
14 the allegations, and therefore denies the allegations contained in paragraph No. 12.

15          13.    Silva lacks knowledge or information sufficient to form a belief as to the truth of  
16 the allegations, and therefore denies the allegations contained in paragraph No. 13.

17          14.    In response to the allegations of paragraph No. 14, the press releases are documents  
18 of independent legal significance and Silva denies any and all allegations inconsistent therewith.

19          15.    The allegations contained in paragraph No. 15 are legal conclusions and therefore  
20 no response is required from Silva. To the extent a response is deemed required, the allegations  
21 are denied. By way of further response, the Settlement Agreement is a document of independent  
22 legal significance and Silva denies any and all allegations inconsistent therewith.

23          16.    Silva admits only that he and Sefo served as part of the management team of WSOF  
24 and had roles with the Successor Company. Silva denies the remaining allegations in paragraph  
25 No. 16.

26          17.    The allegations contained in paragraph No. 17 are legal conclusions and therefore  
27 no response is required from Silva. To the extent a response is deemed required, the allegations  
28 are denied.

1           18. In response to the allegations of paragraph No. 18, the press releases are documents  
2 of independent legal significance and Silva denies any and all allegations inconsistent therewith.

3           19. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
4 the allegations, and therefore denies the allegations contained in paragraph No. 19.

5           20. Denied. By way of further response, Silva lacks knowledge or information  
6 sufficient to form a belief as to the truth of the allegations, and therefore denies the allegations  
7 contained in paragraph No. 20.

8           21. Denied. By way of further response, the allegations contained in paragraph No. 21  
9 are legal conclusions and therefore no response is required from Silva. To the extent a response  
10 is deemed required, the allegations are denied.

11           22. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
12 the allegations, and therefore denies the allegations contained in paragraph No. 22.

13           23. Denied. By way of further response, the Settlement Agreement is a document of  
14 independent legal significance and Silva denies any and all allegations inconsistent therewith.

15           24. Denied. By way of further response, the allegations contained in paragraph No. 24  
16 are legal conclusions and therefore no response is required from Silva. To the extent a response  
17 is deemed required, the allegations are denied.

18           25. In response to the allegations contained in paragraph No. 25, the Form D is a  
19 document of independent legal significance and Silva denies any and all allegations inconsistent  
20 therewith.

21           26. In response to the allegations contained in paragraph No. 26, the Form D is a  
22 document of independent legal significance and Silva denies any and all allegations inconsistent  
23 therewith.

24           27. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
25 the allegations, and therefore denies the allegations contained in paragraph No. 27.

26           28. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
27 the allegations, and therefore denies the allegations contained in paragraph No. 28.

28           29. The allegations contained in paragraph No. 29 are legal conclusions and therefore

1 no response is required from Silva. To the extent a response is deemed required, the allegations  
2 are denied. By way of further response, Silva lacks knowledge or information sufficient to form a  
3 belief as to the truth of the allegations, and therefore denies the allegations contained in paragraph  
4 No. 29.

5 30. Denied. By way of further response, the allegations contained in paragraph No. 30  
6 are legal conclusions and therefore no response is required from Silva. To the extent a response  
7 is deemed required, the allegations are denied. In addition, the documents referenced in paragraph  
8 No. 30 are documents of independent legal significance and Silva denies any and all allegations  
9 inconsistent therewith.

10 31. Denied. By way of further response, the allegations contained in paragraph No. 31  
11 are legal conclusions and therefore no response is required from Silva. To the extent a response  
12 is deemed required, the allegations are denied.

13 32. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
14 the allegations, and therefore denies the allegations contained in paragraph No. 32.

15 33. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
16 the allegations, and therefore denies the allegations contained in paragraph No. 33.

17 34. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
18 the allegations, and therefore denies the allegations contained in paragraph No. 34.

19 35. In response to the allegations of paragraph No. 35, the Settlement Agreement and  
20 Operating Agreement are documents of independent legal significance and Silva denies any and  
21 all allegations inconsistent therewith.

22 36. The allegations contained in paragraph No. 36 are legal conclusions and therefore  
23 no response is required from Silva. To the extent a response is deemed required, the allegations  
24 are denied.

25 37. Denied. By way of further response, the allegations contained in paragraph No. 37  
26 are legal conclusions and therefore no response is required from Silva. To the extent a response  
27 is deemed required, the allegations are denied.

28 38. Denied. By way of further response, the allegations contained in paragraph No. 38

1 are legal conclusions and therefore no response is required from Silva. To the extent a response  
2 is deemed required, the allegations are denied.

3 39. Denied. By way of further response, the allegations contained in paragraph No. 39  
4 are legal conclusions and therefore no response is required from Silva. To the extent a response  
5 is deemed required, the allegations are denied.

6 40. Denied. By way of further response, the allegations contained in paragraph No. 40  
7 are legal conclusions and therefore no response is required from Silva. To the extent a response  
8 is deemed required, the allegations are denied.

9 NYC EVENT

10 41. In response to the allegations of paragraph No. 41, Silva only admits that an MMA  
11 event took place in New York City on December 31, 2016. As to the remaining allegations, they  
12 are legal conclusions and therefore no response is required from Silva. To the extent a response  
13 is deemed required, the allegations are denied.

14 42. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
15 the allegations, and therefore denies the allegations contained in paragraph No. 42. By way of  
16 further response, the New York State Department of Taxation and Finance form is a document of  
17 independent legal significance and Silva denies any and all allegations inconsistent therewith.

18 43. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
19 the allegations, and therefore denies the allegations contained in paragraph No. 43. By way of  
20 further response, the New York State Department of Taxation and Finance form is a document of  
21 independent legal significance and Silva denies any and all allegations inconsistent therewith.

22 44. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
23 the allegations, and therefore denies the allegations contained in paragraph No. 44. By way of  
24 further response, the internal financial report is a document of independent legal significance and  
25 Silva denies any and all allegations inconsistent therewith.

26 45. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
27 the allegations, and therefore denies the allegations contained in paragraph No. 45. By way of  
28

1 further response, the internal financial report is a document of independent legal significance and  
2 Silva denies any and all allegations inconsistent therewith.

3 46. Denied. By way of further response, the remaining allegations are legal  
4 conclusions and therefore no response is required from Silva. To the extent a response is deemed  
5 required, the allegations are denied.

6 47. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
7 the allegations, and therefore denies the allegations contained in paragraph No. 47.

### 8 LICENSING RIGHTS

9 48. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
10 the allegations, and therefore denies the allegations contained in paragraph No. 48. By way of  
11 further response, the master license agreement is a document of independent legal significance and  
12 Silva denies any and all allegations inconsistent therewith.

13 49. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
14 the allegations, and therefore denies the allegations contained in paragraph No. 49. By way of  
15 further response, the master license agreement is a document of independent legal significance and  
16 Silva denies any and all allegations inconsistent therewith.

17 50. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
18 the allegations, and therefore denies the allegations contained in paragraph No. 50. By way of  
19 further response, the master license agreement and any assignment thereof are documents of  
20 independent legal significance and Silva denies any and all allegations inconsistent therewith.

21 51. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
22 the allegations, and therefore denies the allegations contained in paragraph No. 51.

23 52. Silva only admits that there was a prior litigation that resulted in the Settlement  
24 Agreement. By way of further response, the pleadings in the prior litigation and the Settlement  
25 Agreement are documents of independent legal significance and Silva denies any and all  
26 allegations inconsistent therewith.

27 53. In response to the allegations of paragraph No. 53, the Settlement Agreement and  
28

1 the Master License Agreement are documents of independent legal significance and Silva denies  
2 any and all allegations inconsistent therewith.

3 54. In response to the allegations of paragraph No. 54, the Amended License  
4 Agreement is a document of independent legal significance and Silva denies any and all allegations  
5 inconsistent therewith.

6 55. The allegations contained in paragraph No. 55 are legal conclusions and therefore  
7 no response is required from Silva. To the extent a response is deemed required, the allegations  
8 are denied. By way of further response, the Amended License Agreement and the Settlement  
9 Agreement are documents of independent legal significance and Silva denies any and all  
10 allegations inconsistent therewith.

11 56. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
12 the allegations, and therefore denies the allegations contained in paragraph No. 56.

13 57. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
14 the allegations, and therefore denies the allegations contained in paragraph No. 57.

15 58. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
16 the allegations, and therefore denies the allegations contained in paragraph No. 58.

17 59. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
18 the allegations, and therefore denies the allegations contained in paragraph No. 59.

19 60. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
20 the allegations, and therefore denies the allegations contained in paragraph No. 60. By way of  
21 further response, the referenced "naked" license agreement is a document of independent legal  
22 significance and Silva denies any and all allegations inconsistent therewith

23 61. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
24 the allegations, and therefore denies the allegations contained in paragraph No. 61. By way of  
25 further response, the referenced email is a document of independent legal significance and Silva  
26 denies any and all allegations inconsistent therewith.

27 62. The allegations contained in paragraph No. 62 are legal conclusions and therefore  
28 no response is required from Silva. To the extent a response is deemed required, the allegations



1 are denied.

2 63. In response to the allegations of paragraph No. 63, Silva only admits that MMAX  
3 operates as the "Professional Fighters League." As to the remaining allegations, Silva lacks  
4 knowledge or information sufficient to form a belief as to the truth of the remaining allegations,  
5 and therefore denies the remaining allegations contained in paragraph No. 63. By way of further  
6 response, the referenced email is a document of independent legal significance and Silva denies  
7 any and all allegations inconsistent therewith

8 64. In response to the allegations of paragraph 64, the press releases and Settlement  
9 Agreement are documents of independent legal significance and Silva denies any and all  
10 allegations inconsistent therewith.

11 65. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
12 the allegations, and therefore denies the allegations contained in paragraph No. 65.

13 66. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
14 the allegations, and therefore denies the allegations contained in paragraph No. 66.

15 67. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
16 the allegations, and therefore denies the allegations contained in paragraph No. 67.

17 68. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
18 the allegations, and therefore denies the allegations contained in paragraph No. 68.

19 69. The allegations contained in paragraph No. 69 are legal conclusions and therefore  
20 no response is required from Silva. To the extent a response is deemed required, the allegations  
21 are denied. By way of further response, the Settlement Agreement is a document of independent  
22 legal significance and Silva denies any and all allegations inconsistent therewith.

23 70. The allegations contained in paragraph No. 70 are legal conclusions and therefore  
24 no response is required from Silva. To the extent a response is deemed required, the allegations  
25 are denied.

26 71. In response to the allegations of paragraph No. 71, the Amended License is a  
27 document of independent legal significance and Silva denies any and all allegations inconsistent  
28 therewith.

1           72.     The allegations contained in paragraph No. 72 are legal conclusions and therefore  
2 no response is required from Silva. To the extent a response is deemed required, the allegations  
3 are denied. By way of further response, the Settlement Agreement and Amended License  
4 Agreement are documents of independent legal significance and Silva denies any and all  
5 allegations inconsistent therewith.

6           73.     In response to the allegations of paragraph No. 73, the email referenced is a  
7 document of independent legal significance and Silva denies any and all allegations inconsistent  
8 therewith.

9           74.     In response to the allegations of paragraph No. 74, the email referenced is a  
10 document of independent legal significance and Silva denies any and all allegations inconsistent  
11 therewith. By way of further response, the allegations contained in paragraph No. 74 are legal  
12 conclusions and therefore no response is required from Silva. To the extent a response is deemed  
13 required, the allegations are denied.

14           75.     The allegations contained in paragraph No. 75 are legal conclusions and therefore  
15 no response is required from Silva. To the extent a response is deemed required, the allegations  
16 are denied. By way of further response, the email referenced is a document of independent legal  
17 significance and Silva denies any and all allegations inconsistent therewith.

18           76.     Silva lacks knowledge or information sufficient to form a belief as to the truth of  
19 the allegations, and therefore denies the allegations contained in paragraph No. 76. By way of  
20 further response, the allegations contained in paragraph No. 76 are legal conclusions and therefore  
21 no response is required from Silva. To the extent a response is deemed required, the allegations  
22 are denied.

23           77.     Silva lacks knowledge or information sufficient to form a belief as to the truth of  
24 the allegations related to Global's concerns, and therefore denies the allegations contained in  
25 paragraph No. 77. As to the remaining allegations, including that Global holds the licensing rights  
26 for "Professional Fighters League," these allegations are legal conclusions and therefore no  
27 response is required from Silva. To the extent a response is deemed required, the allegations are  
28 denied.

**DEIFIK, SILVA AND ABDELAZIZ**

1  
2 78. Silva admits the allegations contained in paragraph No. 78.

3 79. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
4 the allegations, and therefore denies the allegations contained in paragraph No. 79.

5 80. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
6 the allegations, and therefore denies the allegations contained in paragraph No. 80.

7 81. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
8 the allegations, and therefore denies the allegations contained in paragraph No. 81.

9 82. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
10 the allegations, and therefore denies the allegations contained in paragraph No. 82.

11 83. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
12 the allegations, and therefore denies the allegations contained in paragraph No. 83.

13 84. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
14 the allegations, and therefore denies the allegations contained in paragraph No. 84.

15 85. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
16 the allegations, and therefore denies the allegations contained in paragraph No. 85.

17 86. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
18 the allegations, and therefore denies the allegations contained in paragraph No. 86.

19 87. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
20 the allegations about what Zion inferred or what was brought to Deifik's attention, and therefore  
21 denies those allegations contained in paragraph No. 87. All remaining allegations are denied.

22 88. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
23 the allegations, and therefore denies the allegations contained in paragraph No. 88.

24 89. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
25 the allegations, and therefore denies the allegations contained in paragraph No. 89. By way of  
26 further response, to the extent the conversation was with Silva's attorney, such discussions are  
27 protected by the attorney client privilege. Moreover, the texts referenced in paragraph No. 89 are  
28 documents of independent legal significance and Silva denies any and all allegations inconsistent

1 therewith.

2 90. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
3 the allegations, and therefore denies the allegations contained in paragraph No. 90. By way of  
4 further response, the alleged text messages referenced in paragraph No. 90 are documents of  
5 independent legal significance and Silva denies any and all allegations inconsistent therewith.

6 91. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
7 the allegations, and therefore denies the allegations contained in paragraph No. 91. By way of  
8 further response, the alleged text message referenced in paragraph No. 91 is a document of  
9 independent legal significance and Silva denies any and all allegations inconsistent therewith.

10 92. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
11 the allegations, and therefore denies the allegations contained in paragraph No. 92. By way of  
12 further response, the alleged text message referenced in paragraph No. 92 is a document of  
13 independent legal significance and Silva denies any and all allegations inconsistent therewith.

14 93. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
15 the allegations, and therefore denies the allegations contained in paragraph No. 93. By way of  
16 further response, the alleged text messages referenced in paragraph No. 93 are documents of  
17 independent legal significance and Silva denies any and all allegations inconsistent therewith.

18 94. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
19 the allegations, and therefore denies the allegations contained in paragraph No. 94.

20 95. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
21 the allegations, and therefore denies the allegations contained in paragraph No. 95.

22 96. Silva denies the allegations contained in paragraph No. 96.

23 97. Silva denies the allegations contained in paragraph No. 97.

24 98. Silva denies the allegations contained in paragraph No. 98.

25 99. Silva denies the allegations contained in paragraph No. 99.

26 **GLOBAL CHINA OPERATIONS**

27 100. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
28 the allegations, and therefore denies the allegations contained in paragraph No. 100.

1           101. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
2 the allegations, and therefore denies the allegations contained in paragraph No. 101.

3           102. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
4 the allegations, and therefore denies the allegations contained in paragraph No. 102.

5           103. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
6 the allegations, and therefore denies the allegations contained in paragraph No. 103.

7           104. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
8 the allegations, and therefore denies the allegations contained in paragraph No. 104.

9           105. Denied. By way of further response, the allegations contained in paragraph No.  
10 105 are legal conclusions and therefore no response is required from Silva. To the extent a  
11 response is deemed required, the allegations are denied.

12           106. Denied. By way of further response, the allegations contained in paragraph No.  
13 106 are legal conclusions and therefore no response is required from Silva. To the extent a  
14 response is deemed required, the allegations are denied.

15           107. Denied. By way of further response, the allegations contained in paragraph No.  
16 107 are legal conclusions and therefore no response is required from Silva. To the extent a  
17 response is deemed required, the allegations are denied.

#### 18                           CLAIMS FOR RELIEF

##### 19                           FIRST CLAIM FOR RELIEF

##### 20                           Breach of Contract – Settlement Agreement

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

23           108. In response to the allegations of paragraph No. 108, Silva realleges and  
24 incorporates the preceding paragraphs of this answer as if fully set forth herein.

25           109. Plaintiffs' first claim for Breach of Contract – Settlement Agreement was dismissed  
26 by this Court as to Silva and therefore no response is required. To the extent a response is deemed  
27 required, the allegations are denied.

28           110. Plaintiffs' first claim for Breach of Contract – Settlement Agreement was dismissed  
by this Court as to Silva and therefore no response is required. To the extent a response is deemed

1 required, the allegations are denied.

2 111. Plaintiffs' first claim for Breach of Contract – Settlement Agreement was dismissed  
3 by this Court as to Silva and therefore no response is required. To the extent a response is deemed  
4 required, the allegations are denied.

5 112. Plaintiffs' first claim for Breach of Contract – Settlement Agreement was dismissed  
6 by this Court as to Silva and therefore no response is required. To the extent a response is deemed  
7 required, the allegations are denied.

8 113. Plaintiffs' first claim for Breach of Contract – Settlement Agreement was dismissed  
9 by this Court as to Silva and therefore no response is required. To the extent a response is deemed  
10 required, the allegations are denied.

11 114. Plaintiffs' first claim for Breach of Contract – Settlement Agreement was dismissed  
12 by this Court as to Silva and therefore no response is required. To the extent a response is deemed  
13 required, the allegations are denied.

14 115. Plaintiffs' first claim for Breach of Contract – Settlement Agreement was dismissed  
15 by this Court as to Silva and therefore no response is required. To the extent a response is deemed  
16 required, the allegations are denied.

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

20 116. In response to the allegations of paragraph No. 116, Silva realleges and  
21 incorporates the preceding paragraphs of this answer as if fully set forth herein.

22 117. Plaintiffs' second claim for Breach of the Implied Covenant of Good Faith and Fair  
23 Dealing was dismissed by this Court as to Silva and therefore no response is required. To the  
24 extent a response is deemed required, the allegations are denied.

25 118. Plaintiffs' second claim for Breach of the Implied Covenant of Good Faith and Fair  
26 Dealing was dismissed by this Court as to Silva and therefore no response is required. To the  
27 extent a response is deemed required, the allegations are denied.

28 119. Plaintiffs' second claim for Breach of the Implied Covenant of Good Faith and Fair  
Dealing was dismissed by this Court as to Silva and therefore no response is required. To the

1 extent a response is deemed required, the allegations are denied.

2 120. Plaintiffs' second claim for Breach of the Implied Covenant of Good Faith and Fair  
3 Dealing was dismissed by this Court as to Silva and therefore no response is required. To the  
4 extent a response is deemed required, the allegations are denied.

5 121. Plaintiffs' second claim for Breach of the Implied Covenant of Good Faith and Fair  
6 Dealing was dismissed by this Court as to Silva and therefore no response is required. To the  
7 extent a response is deemed required, the allegations are denied.

8 **THIRD CLAIM FOR RELIEF**  
9 **Declaratory Relief**  
10 **(As against all Defendants)**

11 122. In response to the allegations of paragraph No. 122, Silva realleges and  
12 incorporates the preceding paragraphs of this answer as if fully set forth herein.

13 123. Plaintiffs' third claim for Declaratory Relief was dismissed by this Court as to Silva  
14 and therefore no response is required. To the extent a response is deemed required, the allegations  
15 are denied.

16 124. Plaintiffs' third claim for Declaratory Relief was dismissed by this Court as to Silva  
17 and therefore no response is required. To the extent a response is deemed required, the allegations  
18 are denied.

19 125. Plaintiffs' third claim for Declaratory Relief was dismissed by this Court as to Silva  
20 and therefore no response is required. To the extent a response is deemed required, the allegations  
21 are denied.

22 126. Plaintiffs' third claim for Declaratory Relief was dismissed by this Court as to Silva  
23 and therefore no response is required. To the extent a response is deemed required, the allegations  
24 are denied.

25 127. Plaintiffs' third claim for Declaratory Relief was dismissed by this Court as to Silva  
26 and therefore no response is required. To the extent a response is deemed required, the allegations  
27 are denied.

28 128. Plaintiffs' third claim for Declaratory Relief was dismissed by this Court as to Silva  
and therefore no response is required. To the extent a response is deemed required, the allegations

1 are denied.

2 129. Plaintiffs' third claim for Declaratory Relief was dismissed by this Court as to Silva  
3 and therefore no response is required. To the extent a response is deemed required, the allegations  
4 are denied.

5 130. Plaintiffs' third claim for Declaratory Relief was dismissed by this Court as to Silva  
6 and therefore no response is required. To the extent a response is deemed required, the allegations  
7 are denied.

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

11 131. In response to the allegations of paragraph No. 131, Silva realleges and incorporates  
12 the preceding paragraphs of this answer as if fully set forth herein.

13 132. Plaintiffs' fourth claim for Intentional Interference with Prospective Economic  
14 Advantage was dismissed by this Court as to Silva and therefore no response is required by Silva.  
15 To the extent a response is deemed required, the allegations are denied.

16 133. Plaintiffs' fourth claim for Intentional Interference with Prospective Economic  
17 Advantage was dismissed by this Court as to Silva and therefore no response is required. To the  
18 extent a response is deemed required, the allegations are denied.

19 134. Plaintiffs' fourth claim for Intentional Interference with Prospective Economic  
20 Advantage was dismissed by this Court as to Silva and therefore no response is required. To the  
21 extent a response is deemed required, the allegations are denied.

22 135. Plaintiffs' fourth claim for Intentional Interference with Prospective Economic  
23 Advantage was dismissed by this Court as to Silva and therefore no response is required. To the  
24 extent a response is deemed required, the allegations are denied.

25 136. Plaintiffs' fourth claim for Intentional Interference with Prospective Economic  
26 Advantage was dismissed by this Court as to Silva and therefore no response is required. To the  
27 extent a response is deemed required, the allegations are denied.

28 137. Plaintiffs' fourth claim for Intentional Interference with Prospective Economic  
Advantage was dismissed by this Court as to Silva and therefore no response is required. To the



1 extent a response is deemed required, the allegations are denied.

2 138. Plaintiffs' fourth claim for Intentional Interference with Prospective Economic  
3 Advantage was dismissed by this Court as to Silva and therefore no response is required. To the  
4 extent a response is deemed required, the allegations are denied.

5 **FIFTH CLAIM FOR RELIEF**  
6 **Tortious Interference with Contract**  
7 **(As against all Defendants)**

8 139. In response to the allegations of paragraph No. 139, Silva realleges and incorporates  
9 the preceding paragraphs of this answer as if fully set forth herein.

10 140. Plaintiffs' fifth claim for Tortious Interference with Contract was dismissed by this  
11 Court as to Silva and therefore no response is required. To the extent a response is deemed  
12 required, the allegations are denied.

13 141. Plaintiffs' fifth claim for Tortious Interference with Contract was dismissed by this  
14 Court as to Silva and therefore no response is required. To the extent a response is deemed  
15 required, the allegations are denied.

16 142. Plaintiffs' fifth claim for Tortious Interference with Contract was dismissed by this  
17 Court as to Silva and therefore no response is required. To the extent a response is deemed  
18 required, the allegations are denied.

19 143. Plaintiffs' fifth claim for Tortious Interference with Contract was dismissed by this  
20 Court as to Silva and therefore no response is required. To the extent a response is deemed  
21 required, the allegations are denied.

22 144. Plaintiffs' fifth claim for Tortious Interference with Contract was dismissed by this  
23 Court as to Silva and therefore no response is required. To the extent a response is deemed  
24 required, the allegations are denied.

25 145. Plaintiffs' fifth claim for Tortious Interference with Contract was dismissed by this  
26 Court as to Silva and therefore no response is required. To the extent a response is deemed  
27 required, the allegations are denied.

28 146. Plaintiffs' fifth claim for Tortious Interference with Contract was dismissed by this  
Court as to Silva and therefore no response is required. To the extent a response is deemed

1 required, the allegations are denied.

2 **SIXTH CLAIM FOR RELIEF**  
3 **Alter Ego Claim**  
4 **(As against MMAWC and Deifik Defendants)**

5 147. In response to the allegations of paragraph No. 147, Silva realleges and incorporates  
6 the preceding paragraphs of this answer as if fully set forth herein.

7 148. The allegations contained in Plaintiffs' sixth claim are not asserted against Silva  
8 and therefore no response is required. To the extent a response is deemed required, Silva lacks  
9 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
10 denies the allegations contained in paragraph No. 148. By way of further response, the allegations  
11 contained in paragraph No. 148 are legal conclusions and therefore no response is required from  
12 Silva. To the extent a response is deemed required, the allegations are denied.

13 149. The allegations contained in Plaintiffs' sixth claim are not asserted against Silva  
14 and therefore no response is required. To the extent a response is deemed required, Silva lacks  
15 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
16 denies the allegations contained in paragraph No. 149. By way of further response, the allegations  
17 contained in paragraph No. 149 are legal conclusions and therefore no response is required from  
18 Silva. To the extent a response is deemed required, the allegations are denied.

19 150. The allegations contained in Plaintiffs' sixth claim are not asserted against Silva  
20 and therefore no response is required. To the extent a response is deemed required, Silva lacks  
21 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
22 denies the allegations contained in paragraph No. 150. By way of further response, the allegations  
23 contained in paragraph No. 150 are legal conclusions and therefore no response is required from  
24 Silva. To the extent a response is deemed required, the allegations are denied.

25 151. The allegations contained in Plaintiffs' sixth claim are not asserted against Silva  
26 and therefore no response is required. To the extent a response is deemed required, Silva lacks  
27 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
28 denies the allegations contained in paragraph No. 151. By way of further response, the allegations  
contained in paragraph No. 151 are legal conclusions and therefore no response is required from

1 Silva. To the extent a response is deemed required, the allegations are denied.

2 152. The allegations contained in Plaintiffs' sixth claim are not asserted against Silva  
3 and therefore no response is required. To the extent a response is deemed required, Silva lacks  
4 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
5 denies the allegations contained in paragraph No. 152. By way of further response, the allegations  
6 contained in paragraph No. 152 are legal conclusions and therefore no response is required from  
7 Silva. To the extent a response is deemed required, the allegations are denied.

8 153. The allegations contained in Plaintiffs' sixth claim are not asserted against Silva  
9 and therefore no response is required. To the extent a response is deemed required, Silva lacks  
10 knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore  
11 denies the allegations contained in paragraph No. 153. By way of further response, the allegations  
12 contained in paragraph No. 153 are legal conclusions and therefore no response is required from  
13 Silva. To the extent a response is deemed required, the allegations are denied.

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

17 154. In response to the allegations of paragraph No. 154, Silva realleges and incorporates  
18 the preceding paragraphs of this answer as if fully set forth herein.

19 155. The allegations contained in paragraph No. 155 are legal conclusions and therefore  
20 no response is required from Silva. To the extent a response is deemed required, the allegations  
21 are denied.

22 156. The allegations contained in paragraph No. 156 are legal conclusions and therefore  
23 no response is required from Silva. To the extent a response is deemed required, the allegations  
24 are denied.

25 157. Silva lacks knowledge or information sufficient to form a belief as to the truth of  
26 the allegations, and therefore denies the allegations contained in paragraph No. 157. By way of  
27 further response, the allegations contained in paragraph No. 157 are legal conclusions and  
28 therefore no response is required from Silva. To the extent a response is deemed required, the  
allegations are denied.

1           158. The allegations contained in paragraph No. 158 are legal conclusions and therefore  
2 no response is required from Silva. To the extent a response is deemed required, the allegations  
3 are denied.

4           159. The allegations contained in paragraph No. 159 are legal conclusions and therefore  
5 no response is required from Silva. To the extent a response is deemed required, the allegations  
6 are denied.

7                           **EIGHTH CLAIM FOR RELIEF**  
8                           **Civil RICO**  
9                           **(As against all Defendants)**

10           160. In response to the allegations of paragraph No. 160, Silva realleges and incorporates  
11 the preceding paragraphs of this answer as if fully set forth herein.

12           161. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
13 therefore no response is required. To the extent a response is deemed required, the allegations are  
14 denied.

15           162. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
16 therefore no response is required. To the extent a response is deemed required, the allegations are  
17 denied.

18           163. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
19 therefore no response is required. To the extent a response is deemed required, the allegations are  
20 denied.

21           164. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
22 therefore no response is required. To the extent a response is deemed required, the allegations are  
23 denied.

24           165. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
25 therefore no response is required. To the extent a response is deemed required, the allegations are  
26 denied.

27           166. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
28 therefore no response is required. To the extent a response is deemed required, the allegations are  
denied.

1           167. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
2 therefore no response is required. To the extent a response is deemed required, the allegations are  
3 denied.

4           168. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
5 therefore no response is required. To the extent a response is deemed required, the allegations are  
6 denied.

7           169. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
8 therefore no response is required. To the extent a response is deemed required, the allegations are  
9 denied.

10          170. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
11 therefore no response is required. To the extent a response is deemed required, the allegations are  
12 denied.

13          171. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
14 therefore no response is required. To the extent a response is deemed required, the allegations are  
15 denied.

16          172. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
17 therefore no response is required. To the extent a response is deemed required, the allegations are  
18 denied.

19          173. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
20 therefore no response is required. To the extent a response is deemed required, the allegations are  
21 denied.

22          174. Plaintiffs' eighth claim for Civil RICO was dismissed by this Court as to Silva and  
23 therefore no response is required. To the extent a response is deemed required, the allegations are  
24 denied.

25                   **NINTH CLAIM FOR RELIEF**  
26                   **Specific Performance**  
                    **(As against all Defendants)**

27          182. In response to the allegations of paragraph No. 182, Silva realleges and incorporates  
28

1 the preceding paragraphs of this answer as if fully set forth herein.<sup>2</sup>

2 183. Plaintiffs' ninth claim for Specific Performance was dismissed by this Court as to  
3 Silva and therefore no response is required. To the extent a response is deemed required, the  
4 allegations are denied.

5 184. Plaintiffs' ninth claim for Specific Performance was dismissed by this Court as to  
6 Silva and therefore no response is required. To the extent a response is deemed required, the  
7 allegations are denied.

8 185. Plaintiffs' ninth claim for Specific Performance was dismissed by this Court as to  
9 Silva and therefore no response is required. To the extent a response is deemed required, the  
10 allegations are denied.

11 186. Plaintiffs' ninth claim for Specific Performance was dismissed by this Court as to  
12 Silva and therefore no response is required. To the extent a response is deemed required, the  
13 allegations are denied.

14 187. Plaintiffs' ninth claim for Specific Performance was dismissed by this Court as to  
15 Silva and therefore no response is required. To the extent a response is deemed required, the  
16 allegations are denied.

17 188. Plaintiffs' ninth claim for Specific Performance was dismissed by this Court as to  
18 Silva and therefore no response is required. To the extent a response is deemed required, the  
19 allegations are denied.

20 189. Plaintiffs' ninth claim for Specific Performance was dismissed by this Court as to  
21 Silva and therefore no response is required. To the extent a response is deemed required, the  
22 allegations are denied.

23 **TENTH CLAIM FOR RELIEF**  
24 **Unjust Enrichment**  
**(As to all Defendants)**

25 190. In response to the allegations of paragraph No. 190, Silva realleges and incorporates  
26 the preceding paragraphs of this answer as if fully set forth herein.

27

28 <sup>2</sup> At this point in the Complaint, Plaintiffs' paragraph numbers jump from 174 to 182. The numbers of this Answer have been adjusted to reflect the same numbering.

1           191. The allegations contained in paragraph No. 191 are legal conclusions and therefore  
2 no response is required from Silva. To the extent a response is deemed required, the allegations  
3 are denied.

4           192. The allegations contained in paragraph No. 192 are legal conclusions and therefore  
5 no response is required from Silva. To the extent a response is deemed required, the allegations  
6 are denied.

7           193. The allegations contained in paragraph No. 193 are legal conclusions and therefore  
8 no response is required from Silva. To the extent a response is deemed required, the allegations  
9 are denied.

10          194. The allegations contained in paragraph No. 194 are legal conclusions and therefore  
11 no response is required from Silva. To the extent a response is deemed required, the allegations  
12 are denied.

#### 13                                   **AFFIRMATIVE DEFENSES**

14           1. Plaintiffs' claims are barred in whole or in part because Plaintiffs failed to state a  
15 claim upon which relief can be granted.

16           2. Plaintiffs' claims are barred in whole or in part because Plaintiffs have suffered no  
17 damage in any amount, manner, or at all by reason of any alleged act by Silva and the relief prayed  
18 for in the Complaint therefore cannot be granted.

19           3. Plaintiffs' claims are barred in whole or in part because any damages suffered by  
20 Plaintiffs were caused in whole or in part by the actions of others.

21           4. Plaintiffs' claims are barred in whole or in part because Plaintiffs failed to mitigate  
22 damages, if any such damages exist.

23           5. Plaintiffs' claims are barred in whole or in part because Silva does not owe  
24 Plaintiffs any fiduciary duty.

25           6. To the extent Silva owed Plaintiffs any fiduciary duty, Silva did not breach or  
26 violate any such duty.

27           7. Plaintiffs' claims are barred in whole or in part because Silva has not been unjustly  
28 enriched, nor has he accepted or retained any such benefits to the detriment of Plaintiffs.

9. Pursuant to NRCP 11 all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry and therefore Silva reserves the right to amend this Answer to allege additional affirmative defenses if subsequent investigation warrants.

**WHEREFORE, Silva prays for judgment as follows:**

1. Plaintiffs' Complaint, and all claims asserted therein, be dismiss and that Plaintiffs take nothing thereby;
2. For his attorney's fees and costs of suit; and
3. For such other and further relief as this Court may deem just and proper.

DATED this 15<sup>th</sup> day of March 2019.

Professional Fighters League



**CERTIFICATE OF SERVICE**

The undersigned, an employee of Dickinson Wright PLLC, hereby certifies that on the 15<sup>th</sup> day of March 2019, he caused a copy of the foregoing **DEFENDANT CARLOS SILVA'S ANSWER TO COMPLAINT** to be transmitted by electronic service in accordance with Administrative Order 14.2, to all interested parties, through the Court's Odyssey E-File & Serve system addressed to:

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9 CLARK COUNTY, NEVADA

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

15 Plaintiffs,

16 vs.

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

Defendants.

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

STIPULATION TO VACATE HEARING  
ON KEITH REDMOND'S MOTION FOR  
A MORE DEFINITE STATEMENT AND  
TO ALLOW PLAINTIFFS TO FILE A  
MORE DEFINITE STATEMENT

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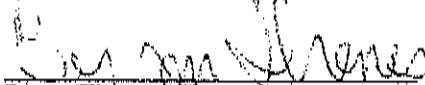
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COMES NOW defendant Keith Redmond (hereafter referred to as "Redmond") and  
plaintiffs ZION WOOD OBI WAN TRUST and SHAWN WRIGHT as trustee of ZION WOOD  
OBI WAN TRUST, WSOB GLOBAL LLC (hereinafter referred to as "Plaintiffs") by and through  
their respective attorneys of record enter into the following Stipulation regarding Redmond's  
*Motion For A More Definite Statement* ("Motion").

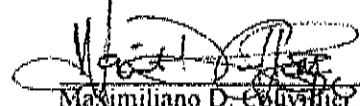
1. The parties agree to Vacate the April 24, 2019, hearing on the Motion; and
2. Plaintiffs shall have up to fifteen (15) calendar days from the date of entry of  
this Stipulation to file a more definite statement of their claims against Redmond.

Dated: April 22, 2019

LAW OFFICES OF BYRON THOMAS

  
Byron Thomas, Esq.  
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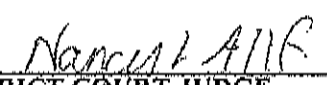
KENNEDY & COUVILLIER, PLLC

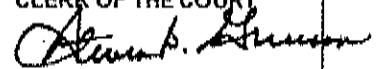
  
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ORDER

1. The hearing on Redmond's Motion set for April 24, 2019, is vacated; and
2. Plaintiffs shall have up to fifteen (15) calendar days from the date of entry of  
this Stipulation & Order to file and serve a more definite statement of their claims against  
Redmond.

IT IS SO ORDERED this 23 day of April 2019

  
DISTRICT COURT JUDGE



1 BYRON E. THOMAS, ESQ.  
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Las Vegas, Nevada 89146  
3 Phone: (702) 747-3103  
byronthomaslaw@gmail.com  
4 Attorney for Plaintiffs

5 **DISTRICT COURT**

6 **CLARK COUNTY, NEVADA**

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

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

9 Plaintiffs,

10 vs.

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

18 Defendants.  
19

20 **AMENDED 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. Keith Redmond was also a part  
14 of the management of WSOF and was a director of Succesor Company

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

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

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

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

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

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

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

1 24. Zion is entitled to a 4.5% non-dilutable direct stake in the Successor Company.  
2 25. Further, on January 20, 2017, DEFENDANTS then filed a Form D with the SEC stating they  
3 were selling \$25M of securities to 31 investors.  
4 26. On October 5, 2017, DEFENDANTS then filed another Form D with the SEC stating they are  
5 now selling \$10M of preferred stock to 27 investors which is convertible into more common  
6 shares.  
7 27. DEFENDANTS refuse to produce the offering documents, and the financial projections to Zion  
8 under these stock offerings.  
9 28. Zion is under information and belief that DEIFIK has purchased some of those securities directly  
10 diluting Zion's interest.  
11 29. In an effort to deceive and defraud Zion after attempting to dilute Zion, DEFENDANTS then  
12 offered only \$350,000 for Zion's non-dilutable interests while conducting these stock offerings.  
13 30. DEFENDANTS know that Zion's interests would be valued at a minimum of \$1,125,000 based  
14 on their own internal documents and SEC filings (if true), and what is being "sold" to other  
15 investors.  
16 31. Zion is also concerned that DEFENDANTS are not being forthcoming to these purported  
17 investors as to Zion's non-dilutable position (and other licensing issues disclosed below), and  
18 therefore could be deceiving the investment public and/or opening up the company for investment  
19 fraud claims.  
20 32. In addition, Zion does not have the final asset transfer agreements between WSOF and the  
21 Successor Company and DEFENDANTS refuse to produce those documents as well.  
22 33. Zion has been relying on press statements to glean details of the final deals.  
23 34. Therefore, Zion also requested a review of the books and records of WSOF so as to ascertain  
24 whether its interests had been protected.  
25 35. Zion has the right to inspect the books and records in accordance with the Settlement Agreement  
26 and Operating Agreement of WSOF.  
27 36. DEFENDANTS have refused to allow Zion to inspect the books and records of WSOF in direct  
28 contravention of NRS 86.241.



1 37. Moreover, without a direct stake in the Successor Company, this is clearly dilutive of the Zion's  
2 interest.

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

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

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

9 **NYC EVENT**

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

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

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

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

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

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

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

20 **LICENSING RIGHTS**

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

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

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

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

1 52. A dispute arose over the terms of the license agreement and parties instituted litigation. The  
2 parties were able to reach a resolution of their disputes, and GLOBAL also became a party to the  
3 Settlement Agreement.

4 53. As a part of the Settlement Agreement the parties amended the Master License Agreement.  
5

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

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

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

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

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

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

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

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

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

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

27

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## GLOBAL CHINA OPERATIONS

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

01. 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 WSO 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.

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

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

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

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

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 ///

28

**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 3rd day of June, 2019.

16 **LAW OFFICES OF BYRON THOMAS**

17 /s/ Byron E. Thomas  
18 **BYRON E. THOMAS, ESQ.**  
19 Nevada Bar No. 8906  
20 3275 S. Jones Blvd. Ste. 104  
21 Las Vegas, Nevada 89146  
22 Phone: (702) 747-3103  
23 Facsimile: (702) 543-4855  
24 [Byronthomaslaw@gmail.com](mailto:Byronthomaslaw@gmail.com)  
25  
26  
27  
28



*Steven D. Grierson*

1 CDRG

DISTRICT COURT

2  
3 CLARK COUNTY, NEVADA

4 Shawn Wright as trustee of Zion Wood Obi  
5 Wan Trust, Plaintiff(s)

6 vs.

CASE NO: A-17-764118-C

DEPT. NO: XXVII

7 MMAWC LLC, Defendant(s)

8  
9 COMMISSIONER'S DECISION ON REQUEST FOR EXEMPTION

10  
11 REQUEST FOR EXEMPTION FILED ON: May 17, 2019

12 EXEMPTION FILED BY: Plaintiffs OPPOSITION: No

13  
14 FINDINGS

15  
16  
17 Due to late filing of Request for Exemption, Plaintiff's counsel to pay \$150.00  
18 sanction to the Clark County Law Library within 30 days of this Decision.

19 Plaintiffs' counsel to pay all fees and costs of Arbitrator.

20  
21 DECISION

22 Having reviewed the Request for Exemption, and all related pleadings, the Request  
23 for Exemption is hereby GRANTED.

24 DATED this 5th of June, 2019.

25  
26 *Anthony Grierson*  
ADR COMMISSIONER

1  
2 **NOTICE**

3 Pursuant to Nevada Arbitration Rule 5(D), you are hereby notified you have five (5) days  
4 from the date you are served with this document within which to file written objections  
5 with the Clerk of Court and serve all parties. The Commissioner's Decision is deemed  
6 served three (3) days after the Commissioner's designee deposits a copy of the Decision in  
the U.S. Mail. Pursuant to NEFCR Rule 9(f)(2) an additional 3 days is not added to the  
time if served electronically (via e-service).

7 A copy of the foregoing ADR Commissioner's Decision was:

8  
9 On June 6, 2019, a copy of the foregoing Commissioner's Decision  
10 on Request for Exemption was electronically served, pursuant to N.E.F.C.R. Rule 9, to  
all registered parties in the Eighth Judicial District Court Electronic Filing Program.

11 *If indicated below*, a copy of the foregoing Commissioner's Decision on Request for  
12 Exemption was also:

13 ☐ Placed in the folder of counsel maintained in the Office of the Clerk of Court on  
14 \_\_\_\_\_, 2019.

15 ☒ Mailed by United States Postal Service, Postage prepaid, to the proper parties listed  
16 below at their last known address(es) on June 6, 2019.

17  
18 Clark County Law Library  
309 S. Third St., #400  
19 Las Vegas, NV 89155-7340

20  
21  
22 /s/ Lisa Kaba  
23 ADR COMMISSIONER'S DESIGNEE  
24  
25  
26  
27

*Steven D. Grierson*

1 **SAO**  
2 **KENNEDY & COUVILLIER, PLLC**  
3 Maximiliano D. Couvillier III, Esq.  
4 Nevada Bar No. 7661  
5 3271 E. Warm Springs Rd.  
6 Las Vegas, Nevada 89120  
7 Ph. (702) 605-3440  
8 Fax (702) 625-6367  
9 [mcouvillier@kclawnv.com](mailto:mcouvillier@kclawnv.com)

10 *Attorneys for Defendant Keith Redmond*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

17 Plaintiffs.

18 v.

19 MMAWC, LLC d/b/a WORLD SERIES OF  
20 FIGHTING a Nevada limited liability company;  
21 MMA INVESTMENT PARTNERS, INC. dba  
22 PROFESSIONAL FIGHTERS LEAGUE, a  
23 Delaware corporation; BRUCE DEIFIK, an  
24 individual; CARLOS SILVA, an individual;  
25 NANCY AND BRUCE DEIFIK FAMILY  
26 PARTNERSHIP LLP, a Colorado limited  
27 liability partnership; KEITH REDMOND, an  
28 individual; DOES I through X, inclusive; and  
ROE Corporations XX through XXX, inclusive.

Defendants.

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

**STIPULATION AND ORDER THE  
PLAINTIFF'S PLEADING FILED ON  
06/3/19 CAPTIONED AS "AMENDED  
COMPLAINT" IS PLAINTIFF'S MORE  
DEFINITE STATEMENT AS TO ITS  
CLAIMS AGAINST DEFENDANT  
KEITH REDMOND AND THE OTHER  
DEFENDANTS DO NOT HAVE TO  
RESPOND**

KENNEDY & COUVILLIER, PLLC  
3271 E. Warm Springs Rd. • Las Vegas, NV 89120  
Ph. (702) 605-3440 • FAX: (702) 625-6367  
[www.kclawnv.com](http://www.kclawnv.com)

1 Plaintiffs ZION WOOD OBI WAN TRUST; SHAWN WRIGHT; and WSOF GLOBAL,  
2 LLC, and defendants MMAWC, LLC; MMAX INVESTMENT PARTNERS, INC.; BRUCE  
3 DEIFIK; CARLOS SILVA; NANCY AND BRUCE DEIFIK FAMILY PARTNERSHIP LLLP;  
4 and KEITH REDMOND stipulate and agree as follows:

5 On May 17, 2019, the Court entered a *Stipulation To Vacate Hearing on Keith*  
6 *Redmond's Motion for a More Definite Statement and to Allow Plaintiffs to File a More*  
7 *Definite Statement* ("5/14/19 Stipulation"). Among other things, the 5/14/19 Stipulation  
8 provided for Plaintiffs to file a more definite statement of their claims against defendant Keith  
9 Redmond ("Redmond"), stating:

10 2. Plaintiffs shall have up to fifteen (15) calendar days  
11 from the date of entry of this Stipulation & Order to file and  
12 serve a more definite statement of their claims against  
Redmond.

13 *Id.* The 5/14/19 Stipulation did not provide for Plaintiffs to otherwise amend its complaint as to  
14 its claims against the other defendants. *Id.*

15 On June 3, 2019, Plaintiffs filed a pleading captioned *Amended Complaint* ("6/3/19  
16 *Amended Complaint*") in response to the 5/14/19 Stipulation. To avoid any possible confusion,  
17 the parties stipulate as follows:

18 (1) the 6/3/19 *Amended Complaint* is only a more definite statement of the Plaintiffs'  
19 claims against defendant Redmond;

20 (2) the 6/3/19 *Amended Complaint* and amendments contained therein only concern the  
21 Plaintiffs' claims against defendant Redmond; and

22 //

23 //

24 //

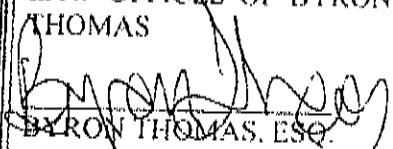
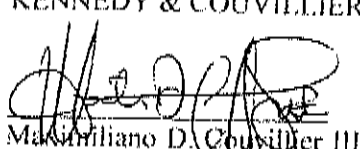

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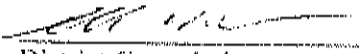
27 //

(3) the other defendants do not have to respond to the 6/3/19 Amended Complaint and the orders on their respective motions to dismiss and their answers and affirmative defenses to the prior complaint shall apply to the Amended Complaint.

Dated: June 13, 2019.

LAW OFFICES OF BYRON THOMAS	KENNEDY & COUVILLIER	DICKINSON WRIGHT
 BYRON THOMAS, ESQ. Nevada Bar No. 8906 Ph: (702) 747-3103 <a href="mailto:byronthomaslaw@gmail.com">byronthomaslaw@gmail.com</a> <i>Attorneys For Plaintiffs</i>	 Maximiliano D. Couvillier III, Esq. Nevada Bar No. 7661 Ph: (702) 605-3440 <a href="mailto:Mcouvillier@kelawny.com">Mcouvillier@kelawny.com</a> <i>Attorneys for Defendants MMAWC, LLC; Bruce Deifik; Nancy And Bruce Deifik Family Partnership LLLP; and Keith Redmond</i>	 Michael Feder, Esq. Nevada Bar No. Ph. (702) 550-4440 <a href="mailto:MFeder@dickinson-wright.com">MFeder@dickinson-wright.com</a> <i>Attorneys for Defendants Carlos Silva and MMAX Investment Partners, Inc.</i>

IT IS SO ORDERED.

  
District Court Judge

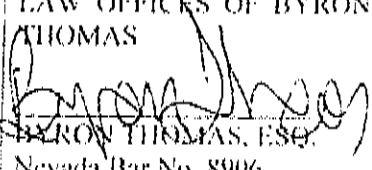
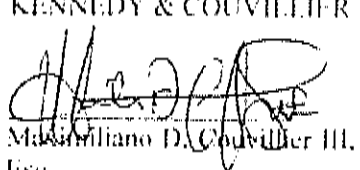
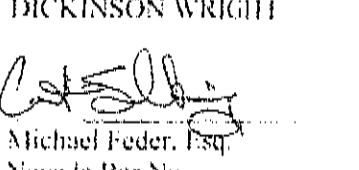
Dated: June 17, 2019 JB

Respectfully Submitted By.  
KENNEDY & COUVILLIER, PLLC

  
Maximiliano D. Couvillier III, Esq., Bar #7661  
[mcouvillier@kelawny.com](mailto:mcouvillier@kelawny.com)

(3) the other defendants do not have to respond to the 6/3/19 Amended Complaint and the orders on their respective motions to dismiss and their answers and affirmative defenses to the prior complaint shall apply to the Amended Complaint.

Dated: June 13, 2019.

LAW OFFICES OF BYRON THOMAS	KENNEDY & COUVILLIER	DICKINSON WRIGHT
		
BYRON THOMAS, ESQ. Nevada Bar No. 8906 Ph: (702) 747-3103 <a href="mailto:byronthomaslaw@gmail.com">byronthomaslaw@gmail.com</a> <i>Attorneys For Plaintiffs</i>	Maximiliano D. Couvillier III, Esq. Nevada Bar No. 7661 Ph: (702) 605-3440 <a href="mailto:Mcouvillier@kclawny.com">Mcouvillier@kclawny.com</a> <i>Attorneys for Defendants MALWC, LLC; Bruce Deifik; Nancy And Bruce Deifik Family Partnership, LLP; and Keith Redmond</i>	Michael Feder, Esq. Nevada Bar No. [redacted] Ph: (702) 550-4440 <a href="mailto:Mfeder@dickinsonwright.com">Mfeder@dickinsonwright.com</a> <i>Attorneys for Defendants Carlos Silva and MALIX Investment Partners, Inc.</i>

IT IS SO ORDERED.

District Court Judge  
Dated: \_\_\_\_\_

Respectfully Submitted By,  
KENNEDY & COUVILLIER, PLLC

Maximiliano D. Couvillier III, Esq., Bar #7661  
[mcouvillier@kclawny.com](mailto:mcouvillier@kclawny.com)