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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

NAVAJO HEALTH FOUNDATION – SAGE
 MEMORIAL HOSPITAL, INC. (doing
 business as “Sage Memorial Hospital”); an
 Arizona non-profit corporation,

Plaintiff,

v.

RAZAGHI DEVELOPMENT COMPANY,
 LLC; a Nevada limited liability company
 (doing business as “Razaghi Healthcare”),
 AHMAD R. RAZAGHI; individually, TAUSIF
 HASAN; individually, DOES 1-10; ROES A-Z;

Defendants.

Case No. 2:19-cv-00329-GMN-EJY

**DEFENDANTS’ REPLY IN SUPPORT
 OF MOTION TO DISMISS
 COMPLAINT FOR MONEY
 DAMAGES AND EMERGENCY
 INJUNCTIVE RELIEF FOR LACK OF
 SUBJECT MATTER JURISDICTION
 AND FAILURE TO STATE A CLAIM**

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Defendants Razaghi Development Company, LLC, Ahmad R. Razaghi, and Tausif Hasan (hereinafter collectively “Defendants”) hereby submit their reply brief in support of their Motion to Dismiss Plaintiff’s Complaint.

MEMORANDUM OF POINTS AND AUTHORITIES

I. RELEVANT FACTUAL AND PROCEDURAL BACKGROUND

Prior to the current litigation, the parties enjoyed a long successful business relationship wherein Defendant Ahmad R. Razaghi and his related entities, including Defendant Razaghi Development Company, LLC (“RDC”), managed the affairs and successfully transformed Sage Memorial Hospital (“Plaintiff” or “Sage”) from near-bankruptcy in 2007 to a thriving self-governed hospital by August 2018. ECF No. 1, ¶ 23-24, 27; *see also Navajo Health Foundation-Sage Mem’l Hosp., Inc. v. Burwell*, 100 F. Supp. 3d 1122, 1127 (D.N.M. 2015). In order to achieve this result, RDC agreed to work for Sage at drastically reduced rates. *Burwell*, 100 F. Supp. 3d at 1157. This gave management “some of the risk that the turnaround effort would not succeed” and provided justification for bonus compensation to RDC when the hospital was successful. *Id.* From 2014 through 2017, Sage successfully prosecuted Indian Health Services (“IHS”) for its wrongful cut-off of funding to the hospital and, during this litigation, defended its management relationship with RDC. *Id.* Through Mr. Razaghi’s and RDC’s tireless efforts, the *Burwell* case culminated a settlement agreement in which IHS agreed to pay \$122,500,000.00. ECF No. 1, ¶ 36.

The parties executed Amendment No. 1 and Extension No. 1 to the CEO Services Contract on May 17, 2013, and Amendment No. 2 to CEO Services Contract on June 16, 2017, (“management contract(s)”), *both of which* entitled RDC to a severance/termination payment in “an amount equal to the average of the amount paid to [RDC] by the [Plaintiff] each year during the most recent four years of service” if RDC terminated the management contract for cause due to Plaintiff’s material breach. ECF No. 46, p. 4-5, Exhibit A, p. 7-10; Exhibit B p. 8-11. Plaintiff

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acknowledges that as of at least August 2, 2018, RDC provided written notice to Plaintiff that the Board of Directors were attempting to interfere with RDC's "management consultants in contravention of their employment agreements with [RDC] and the [management] Contract" and that RDC "views [this] unauthorized communications and action as contract interference and a material breach of the [management] Contract." ECF No. 1, ¶ 52; ECF No. 46, Exhibit C, p. 1. Plaintiff alleges that on August 27, 2018, RDC or its agents transferred \$10,855,134.15 to RDC from Sage as and for the contractual termination payment six days before September 6, 2018, the date Sage now contends was the expiration date for its contractual cure period. ECF No. 1, ¶ 52, 55(a), 77(g), 118, 122-124, 133, 138.

On February 22, 2019, Plaintiff filed a federal lawsuit against Defendants alleging this transfer of funds six-days early violated federal and Nevada RICO statutes, and that it constituted conversion, civil conspiracy, common law fraud, constructive fraud, and aiding and abetting. ECF No. 1. Defendants filed the instant Motion to Dismiss because Plaintiff lacks standing to bring this suite and because the Complaint fails to state a claim. ECF No. 46. On August 4, 2020, Plaintiff requested leave of Court to file its proposed First Amended Complaint, which adds substantial additional allegations under its federal civil RICO claim(s). ECF No. 76. Notably absent from both the Complaint and the proposed First Amended Complaint is a breach of contract claim against Defendant(s); a tacit admission that RDC has not breached the management contract with Sage as drafted and that RDC was otherwise entitled to the termination funds under the contract.

II. ARGUMENT

A. The Second, Third, Fourth, Fifth, Sixth, Seventh, Ninth, Tenth, and Eleventh Claims Must be Dismissed Pursuant to Rule 12(b)(1) for Failure to Demonstrate Article III Standing Regarding the Transfer of Funds.

As an initial matter, Plaintiff's opposition to the Motion to Dismiss fails to persuasively

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defend against Defendants’ standing challenge. In order to demonstrate an injury-in-fact necessary to confer Article III standing, Plaintiff must show a *non-speculative, concrete injury* that “is fairly traceable to the challenged action of the defendant.” *Friends of the Earth, Inc. v. Laidlaw Envtl. Sys. (TOC), Inc.*, 528 U.S. 167, 180–81 (2000) (emphasis added). “Standing is a core component of the Article III case or controversy requirement,” and because Plaintiff has invoked federal jurisdiction, in order to survive a motion to dismiss Plaintiff “must bear the burden of establishing the elements of standing.” *Aevoe Corp. v. AE Tech Co.*, 13 F. Supp. 3d 1072, 1074 (D. Nev. 2014) (citations omitted).

As set forth in the Motion to Dismiss, Plaintiff has not properly pled an injury-in-fact fairly associated with the wrong-doing alleged in the Complaint. ECF No. 46, p. 7-8, 10, 13-14, 19, 23-24. Plaintiff’s Complaint contends that it was somehow damaged in the full amount of the termination payment (\$10,855,134.15). In actuality, it is impossible for Plaintiff’s damages to equate to the full termination payment itself (to which RDC was entitled under the contract). Rather, the only “damage” associated with the *challenged action* of Defendants’ alleged early transfer of the termination funds is that the payment was purportedly made six days too soon. Plaintiff’s sole attempt to rebut this argument asserts that the Complaint “details the scheme to defraud, which describes the suspect and secretive nature of the creation of this ‘termination fee,’ and how Razaghi and RH counsel never mentioned the existence of the ‘cure period’” and thus, “the receipt of this termination fee is enshrouded with deceit.” ECF No. 62, p. 7 (internal citations omitted). This argument is unpersuasive and certainly does not comport with the requirements of *Iqbal / Twombly*.

1. Plaintiff Has Not Pled a Claim for Fraud Based on the Creation of the Termination Clause

First, Plaintiff has not properly pled a claim for fraud related to the *creation* of the termination clause in the applicable management contract(s). Such a claim for fraud must be plead

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with particularity and specify the “time, place, and content of the alleged underlying fraudulent acts, as well as the parties involved and their individual participation.” *Paws Up Ranch, LLC v. Green*, No. 2:12-CV-01547-GMN-NJ, 2014 WL 4828934, at * (D. Nev. Sept. 30, 2014). Plaintiff’s Complaint does not come close and, in fact, none of the substantive claims in the Complaint even mention or rely upon the *creation* of the termination fee provision, much less allege it as the basis for any cause of action. Instead Plaintiff asserts claims based on the alleged early *transfer* of the termination fee. *See* Comp. at ECF No. 1, ¶ 77(g) (**Second Claim – Federal RICO**) (“At the time the invoice was submitted, both Razaghi and Hasan knew this statement was not true because the very contract they were relying upon (the second amended contract) and cited in the invoice permitted Sage a 30-day curative period”); ¶ 118 (**Sixth Claim – Conversion**) (“When Defendants Razaghi and Hasan unilaterally withdrew (without notice to the Sage BOD) \$10,855,134.15 from Plaintiff’s bank account on August 27, 2018 they engaged in the tort of conversion”); ¶ 122-124 (**Seventh Claim – Civil Conspiracy**) (“When Defendants Razaghi and Hasan unilaterally withdrew (without notice) \$10,855,134.15 from Plaintiff’s bank account on August 27, 2018 they committed the tort of civil conspiracy... the money was taken prior to the expiration of a 30-day cure period”); ¶ 133 & 138 (**Ninth Claim – Common Law Fraud & Tenth Claim – Constructive Fraud**) (“At the time the invoice was submitted, both Razaghi and Hasan knew this statement was not true because the very contract they were relying upon (the second amended management contract) and ... in the invoice permitted Sage a 30-day curative period”); ¶ 142 (**Eleventh Claim – Aiding and Abetting**) (“In this case, certain parties (to be added at a later date through amendment of this Complaint) were responsible for counseling, advising, abetting, assisting and giving comfort to Razaghi in his brazen fraudulent taking (conversion) of more than \$10.8 million from Sage Memorial.”)

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Plaintiff concedes that no such allegations regarding fraudulent contract formation were made in its substantive claims. Instead, Plaintiff cited only to the background section of the Complaint (pages 11-14) as support of this “scheme to defraud.” ECF No. 62, p. 7, ln. 12-13. This is insufficient under Rule 9. *See e.g. Copper Sands Homeowners Ass’n, Inc. v. Copper Sands Realty, LLC*, No. 2:10-CV-00510-GMN, 2011 WL 1300192, at *3 (D. Nev. Mar. 31, 2011) (internal citations omitted) (“[B]ecause civil RICO claims are deemed to be ‘quasi-criminal’ in nature, mere incorporation by reference is not enough... one cannot incorporate allegations from the general facts and allegations section into a count”); *Fosbre v. Las Vegas Sands Corp.*, No. 2:10-CV-00765-KJD, 2012 WL 2848057, at *3 (D. Nev. July 11, 2012) (internal citations and quotations omitted) (stating “[s]hotgun pleadings incorporate every antecedent allegation by reference to each subsequent claim for relief or affirmative defense while puzzle pleadings require the court to match the statements up with the reasons they are false or misleading;” holding that such “shotgun” or “puzzle” pleadings do meet the standard under Rule 9). Here, Plaintiff’s allegation that the creation of the termination payment was “enshrouded with deceit” is a far cry from pleading such a claim with particularity under Rule 9.

2. A Claim for Fraud Based on the Creation of the Termination Clause Would Be Implausible on Its Face

Further, even if such a claim regarding the creation of the termination fee *had* been properly pled, which it was not, this claim would be implausible on its face, barred by the applicable statute of limitations, and subject to dismissal. The exact language at issue in this lawsuit, including RDC’s entitlement to the termination payment, appears in two *separate* versions of the operable management contracts, in the Amendment No. 1 and Extension No. 1 to CEO Services Contract executed May 17, 2013 and again in the Amendment No. 2 to CEO Services Contract executed June 16, 2017. ECF No. 46, p. 4-5, Exhibit A, p. 7-10; Exhibit B p. 8-11. Plaintiff’s purported challenge to the 2017 amendment of the management contract, and the

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1 allegedly new inclusion of the “extremely lucrative” termination payment, play fast and loose
 2 with the Court. ECF No. 1, ¶ 39-44. Given that the applicable termination payment was actually
 3 negotiated and included in the 2013 management contract, a claim for fraud in the 2017 contract
 4 with respect to this same clause would be implausible on its face, subject to Rule 12(b)(6)
 5 dismissal, and likely subject to attack based on the applicable statute of limitations.¹

6 **3. Plaintiff’s Claims are Limited to the Unpled, Speculative Damage Associated**
 7 **with the Alleged Early Transfer of the Termination Funds**

8 As pled, Plaintiff’s claims are limited to any damage associated with the early *transfer* of
 9 these funds, not inclusive of potential damages associated with the *creation* of termination fee.
 10 *See Friends of the Earth*, 528 U.S. at 180 (the injury must be “fairly traceable to the challenged
 11 action of the defendant”). Plaintiff has not plead facts to establish any damage that could have
 12 naturally flowed from the early *transfer* of the funds, and as a result, the Complaint fails to assert
 13 an injury-in-fact that is redressable through this action. *Aevoe Corp.*, 13 F. Supp. 3d at 1074.
 14 Further, any such damage would be speculative in nature and not able to support a claim for relief
 15 herein. Accordingly, Plaintiff’s **Second, Third, Fourth, Fifth, Sixth, Seventh, Ninth, Tenth,**
 16 **and Eleventh Claims** should be dismissed in their entirety for failure to establish subject matter
 17 jurisdiction pursuant to Rule 12(b)(1).
 18

19 **B. Plaintiff’s Claims One Through Eleven Must be Dismissed Pursuant to Rule**
 20 **12(b)(6) for Failure to State a Claim.**

21 Formulaic recitations of the causes of action accompanied by conclusory allegations are
 22 insufficient to withstand a motion to dismiss, instead “a plaintiff must plead facts showing that a
 23 violation is plausible, not just possible.” *Id.* (citing *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)).
 24 Further, Rule 9 requires that “[i]n alleging fraud or mistake, a party must state with particularity
 25

26 _____
 27 ¹ The statute of limitations for a RICO claim is four years and the statute of limitations in Arizona for fraud is three
 28 years. *See Pincay v. Andrews*, 238 F.3d 1106, 1108 (9th Cir. 2001); *Kurtz v. Goodyear Tire & Rubber Co.*, No. CV-
 19-00152-PHX-GMS, 2019 WL 2996054, at *2, n. 2 (D. Ariz. July 9, 2019), reconsideration denied, No. CV-19-
 00152-PHX-GMS, 2019 WL 4736796 (D. Ariz. Sept. 27, 2019).

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the circumstances constituting fraud or mistake,” meaning a plaintiff must “specify the time, place, and content of the alleged underlying fraudulent acts, as well as the parties involved and their individual participation.” *Paws Up Ranch*, 2014 WL 4828934, at *3. “When an entire complaint, or an entire claim within a complaint is grounded in fraud and its allegations fail to satisfy the heightened pleading requirements of Rule 9(b), a district court may dismiss the complaint or claim.” *WMCV Phase 3, LLC v. Shushok & McCoy, Inc.*, 750 F. Supp. 2d 1180, 1187–88 (D. Nev. 2010) (citation omitted).

1. First Claim: Declaratory and Injunctive Relief (Against All Defendants)

Defendant moves to dismiss Plaintiff’s First Claim for Declaratory and Injunctive Relief on the basis that it is improperly pled as a separate cause of action, is superfluous, and because it merely seeks to review legality of past conduct. ECF No. 46, p. 10-12. Plaintiff’s objection to the Motion to Dismiss fails to address these arguments or otherwise even mention its First Claim whatsoever. A plaintiff who makes a claim in the complaint “but fails to raise the issue in response to a defendant’s motion to dismiss” has “effectively abandoned his claim.” *Walsh v. Nevada Dep’t of Human Res.*, 471 F.3d 1033, 1037 (9th Cir. 2006). As a result, this claim for declaratory and/or injunctive relief has been abandoned and dismissal is appropriate. *See Walsh*, 471 F.3d at 1037.

2. Second Claim: Federal Civil RICO – 18 U.S.C. § 1962(c) (Against Individual Defendants Razaghi and Hasan) and Third Claim: Federal Civil RICO Conspiracy – 18 U.S.C. § 1962(d) (Against Individual Defendants Razaghi and Hasan)

Plaintiff’s Complaint fails to properly plead the requisite elements of a RICO claim, including the existence and identities of the enterprise, the details of the alleged predicate acts and how they were sufficiently related to conduct of the individual defendants, and the existence of a pattern of racketeering activity under the applicable pleading standards. Plaintiff’s opposition does not adequately demonstrate how the Complaint satisfies these requirements. Instead, Plaintiff’s opposition states Plaintiff’s intention to seek leave to amend the Complaint to allege

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1 additional facts and details. ECF No. 62, p. 3. Plaintiff's request for amendment is a tacit
 2 admission to the insufficiency of the initial Complaint as filed. As further evidence of the
 3 Complaint's insufficiency, the opposition even proffers allegations not pled in the Complaint. *See*,
 4 *e.g.*, ECF No. 62, p. 3 "[A] response to a motion to dismiss is not the appropriate place to raise
 5 new facts to defeat a motion to dismiss." *Uhlmeier v. USAA Cas. Ins. Co.*, No. 3:19-CV-00438-
 6 LRH-CLB, 2020 WL 732950, at *3 (D. Nev. Feb. 13, 2020) (citation omitted). Such evidence is
 7 inappropriate for consideration on a motion to dismiss and should be taken as an admission to the
 8 insufficiency of the Complaint.
 9

10 Further, to satisfy the heightened pleading standard under Rule 9, Plaintiff's RICO claims
 11 must "specify the time, place, and content of the alleged underlying fraudulent acts, as well as the
 12 parties involved and their individual participation." *Paws Up Ranch*, 2014 WL 4828934, at *3.
 13 Plaintiff has failed to meet this standard with regard to the elements of the RICO claims, including
 14 the existence of an enterprise. Plaintiff conclusorily recites the formulaic elements of an enterprise
 15 but provides *inadequate factual support for its conclusions*. In fact, the allegation as to the
 16 association-in-fact enterprise does not even identify the participants (naming unknown "others"
 17 who "conducted and managed the affairs of [RDC]" or "associated" with RDC). Comp. ECF No.
 18 1, ¶ 68-69. "[C]onclusory allegations related to an enterprise" such as allegations that the
 19 "combined efforts of Defendants or any of them constituted a criminal enterprise" are insufficient
 20 to overcome a motion to dismiss. *Morris v. Green Tree Servicing, LLC*, No. 2:14-CV-01998-
 21 GMN, 2015 WL 4113212, at *9-10 (D. Nev. July 8, 2015).
 22

23 Next, many of Plaintiff's alleged predicate acts fail to demonstrate how the alleged acts
 24 themselves were committed or otherwise "caused" by either Defendant, how they were a "step in
 25 the plot" of the fraudulent activity, or how they were otherwise even related to any wrongdoing.
 26 ECF No. 1, ¶ 77. In fact, the allegation regarding the post-termination invoices merely
 27
 28

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incorporates by reference a former paragraph which in no way lays out who allegedly sent the invoices or when. RCF No. 1, ¶ 77(1), 57; ECF No. 46, p. 18, n. 2. These allegations of wire fraud also categorically fail to demonstrate “where” the actions took place and how they were “interstate” transmissions. *See Mattel, Inc. v. MGA Ent’t, Inc.*, 782 F. Supp. 2d 911, 1026 (C.D. Cal. 2011) (“by definition” intrastate communications “could not have violated the wire fraud statute even if made with the purpose of executing a scheme to defraud”). Most importantly, no allegations of wire or mail fraud, or any another other allegation of “fraud” under the RICO claims *actually demonstrates any wrongdoing by Defendants* save, at best, the transfer of the termination payment six days early. This is simply insufficient to support a RICO claim. *See, e.g., Morris*, 2015 WL 4113212, *11 (dismissing a RICO claim with prejudice where plaintiff alleged a fraud for acts that were otherwise authorized by a contract/deed of trust). For all of these reasons, Plaintiff’s RICO claims must be dismissed.

3. Fourth and Fifth Claims: Nevada Civil RICO – NRS 207.400(1)(c) (Against Individual Defendants Razaghi and Hasan)

Plaintiff’s allegations fail to demonstrate any acts that occurred in or were otherwise sufficiently related to the State of Nevada. *See* N.R.S. § 194.020. Plaintiff failed to address or mention this argument in its objection to the Motion to Dismiss, nor does the opposition otherwise demonstrate how the territorial scope of Nevada RICO laws should extend to out-of-state Defendants and out-of-state actions as alleged therein. As a result, Plaintiff’s Nevada RICO claims should be deemed abandoned and must be dismissed. *Silver State*, 2018 WL 6606064, at *8 (“[b]y failing to address arguments in an opposition, a party effectively concedes a claim, making dismissal proper.”)

4. Sixth Claim: Conversion (Against Individual Defendants Razaghi and Hasan)

Defendants’ Motion to Dismiss asserts that Plaintiff has not shown how the alleged transfer of the termination payment six days early resulted in a “serious interference,” a necessary

1 element of the claim. Plaintiff responds by formulaically reciting the elements of conversion under
 2 Arizona law and asserting that Defendants “commandeered \$10.8 million, not a penny of which
 3 has ever been recovered.” This response is insufficient to overcome Defendants’ Rule 12(b)(6)
 4 challenge. *See Paws Up Ranch*, 2014 WL 4828934, at *2 (courts are not required to accept as true
 5 conclusory allegations and unwarranted deductions of fact, and formulaic recitations of the
 6 elements of the claim are insufficient to withstand a motion to dismiss).

7
 8 **5. Seventh Claim: Civil Conspiracy (Against Individual Defendants Razaghi and Hasan)**

9 As set forth in the Motion to Dismiss, the civil conspiracy claim against Mr. Razaghi and
 10 Mr. Hasan is not actionable because “agents and employees of a corporation cannot conspire with
 11 their corporate principal or employer when acting in their official capacities on behalf of the
 12 corporation and not as individuals for their individual advantage.” *Perry v. Apache Junction*
 13 *Elementary Sch. Dist. No. 43 Bd. of Trustees*, 20 Ariz. App. 561, 564 (Ariz. App. 1973) (citations
 14 omitted). Plaintiff glosses over this argument by stating the conduct was not “within the scope”
 15 of the agency relationship. This argument is specious. Plaintiff’s cannot credibly allege RDC is a
 16 legal entity acting “for the common purpose of defrauding Sage out of millions of dollars” and
 17 simultaneously assert that by allegedly defrauding Sage out of millions of dollars Defendants were
 18 not acting “within the scope” of their agency relationship with RDC. As a result, a claim for civil
 19 conspiracy is legal improper under Arizona law and must be dismissed.
 20
 21

22 **6. Eighth Claim: Tortious Interference with Contract (Against Individual Defendant Razaghi)**

23 Plaintiff’s claim for tortious interference with the IHS Settlement Agreement is
 24 insufficient on its face because it fails to allege any actual breach or interference the with
 25 agreement and it fails to allege a concrete, non-speculative injury-in-fact. Instead of addressing
 26 this argument, Plaintiff inexplicably contends that Mr. Razaghi interfered with a different
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 28

1 contract, namely RDC's own management contract with Sage. First, it is inappropriate for
 2 Plaintiff to raise a new allegation to save the Complaint for the first time in response to a motion
 3 to dismiss. *Uhlmeier*, 2020 WL 732950, at *3. Second, Mr. Razaghi could not conspire to
 4 interfere with the contract of RDC. *Pasco Indus., Inc. v. Talco Recycling, Inc.*, 195 Ariz. 50, 62-
 5 63, ¶ 54-59 (Ct. App. 1998) (the contract alleged must be between Plaintiff and a third party). For
 6 these reasons, the tortious interference claim must be dismissed.

7
 8 **7. Ninth Claim: Common Law Fraud (Against Individual Defendants Razaghi**
 9 **and Hasan) and Tenth Claim: Constructive Fraud (Against Individual**
 10 **Defendants Razaghi and Hasan)**

11 The Complaint fails to properly allege a "material" misrepresentation and consequent
 12 "proximate injury" as required for fraud and constructive fraud. In response, Plaintiff
 13 formulaically recites the elements of fraud under Arizona law and conclusorily states that the
 14 "Complaint alleges sufficient facts to support common law and constructive fraud." ECF No. 62,
 15 p. 21. No other factual support or legal argument is presented to address Defendants' arguments.
 16 This showing is insufficient to defeat a motion to dismiss for failure to state a claim. *Paws Up*
 17 *Ranch*, 2014 WL 4828934, at *2.

18 **8. Eleventh Claim: Aiding and Abetting (Against Defendants Does and Roes)**

19 Plaintiff's opposition to the Motion to Dismiss acknowledges that "fictitious parties are
 20 generally "disfavored" in federal litigation. ECF No. 62, p. 22. This opposition cites no
 21 compelling reason why Plaintiff's claims against fictitious defendants meets the pleading standards
 22 set forth in Rule 8, Rule 9 and in *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)). As a result, this
 23 claim too must be dismissed.

24
 25 **III. CONCLUSION**

26 For the reasons stated herein, Plaintiff's claims fail to meet applicable pleading standards,
 27 fail to confer subject matter jurisdiction upon this Court, and fail to state a claim upon which relief
 28

1 may be granted. As such, Defendants respectfully request that the matter be dismissed in its
2 entirety with prejudice.

3 RESPECTFULLY SUBMITTED this 17th day of August 2020.

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CERTIFICATE OF SERVICE

This is to certify that on August 17, 2020 the undersigned, an employee of Fisher & Phillips LLP, electronically filed the foregoing Defendants' Reply in Support of Motion to Dismiss Complaint for Money Damages and Emergency Injunctive Relief in Its Entirety with the U.S. District Court, and a copy was electronically transmitted from the Court to the e-mail address on file for:

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