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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ASIAN AMERICAN ENTERTAINMENT CORPORATION, LIMITED, Plaintiff, V. LAS VEGAS SANDS, INC., VENETIAN CASINO RESORT, LLC, VENETIAN VENTURE DEVELOPMENT, LLC, Defendants.	Case No. 2:07-cv-00144-JCM-PAL **DEFENDANTS MOTION TO DISMISS UNDER RULE 12 (b)(6) OR FOR MORE DEFINITE STATEMENT AND TO STRIKE UNDER RULES 12(e) AND 12 (f)**

MOTION TO DISMISS

Defendants Las Vegas Sands, Inc., Venetian Casino Resort, LLC, and Venetian Venture Development LLC, move the Court to dismiss the Complaint pursuant to FED. R. CIV. P. 8 and 12(b)(6) on the grounds that it fails to state a claim against moving Defendants upon which relief can be granted, or, in the alternative, for a more definite statement pursuant to FED. R. CIV. P. 12(e) and to strike pursuant to FED. R. CIV. P. 12(f)

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By: /s/ Lionel

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MEMORANDUM OF POINTS AND AUTHORITIES

Defendants Las Vegas Sands, Inc., Venetian Casino Resorts, LLC, and Venetian Venture Development LLC move to dismiss the complaint in this action pursuant to Rules 8 and 12(b)(6) of the Federal Rules of Civil Procedure, or, in the alternative, for a more definite statement and to strike pursuant to Rules 12(e) and 12(f) of the Federal Rules of Civil Procedure.

PROCEDURAL HISTORY AND BACKGROUND

Plaintiff Asian American Entertainment Corporation, Limited ("AAECL") initially filed a Complaint alleging breach of fiduciary duties and breach of contract. Compl. ¶ 3 (Ex. 1). Plaintiff's claim was based on an alleged breach of an agreement entered in 2001 with Defendant Venetian Venture Development ("VVD") pursuant to which the parties agreed to work together to win a gaming license in Macau. *Id.* ¶ 13. That agreement (as amended in writing) expired on January 15, 2002 (*id.* ¶ 19; see also Ex. 2), though the Plaintiff alleged that the parties orally agreed to extend the term of the contract an additional month. Compl. ¶ 19. At the heart of the allegations was Plaintiff's claim that Defendants wrongfully and secretly partnered with another company, Galaxy, in order to obtain a gaming license. *Id.* ¶ 3.

Defendants moved to dismiss on the grounds that Plaintiff's claims were barred by the statute of limitations. See Docket Nos. 21 & 29.[1] Defendants argued that Nevada law provides a three-year statute of limitations for fiduciary duty claims, and a four-year

[1] In addition to the corporate defendants bringing this motion, the Complaint also alleged breaches of fiduciary duty by two individual officers of Defendants, William Weidner and David Friedman. Because the dismissal of that cause of action was affirmed by the Court of Appeals (see Ex. 3 at 4), the individuals are no longer parties to this lawsuit.

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statute of limitations for actions based on an oral contract. They further argued that, because Plaintiff was on notice of all of Defendants' alleged wrongful conduct more than four years before the Complaint was filed, the Complaint was time-barred. Plaintiff responded that Macau, not Nevada, law should apply, and that, even if Nevada law did apply, the Court should apply the six-year statute of limitations for claims based on a written contract. The Court granted Defendants' motions (see Docket No. 51), and Plaintiff appealed the Court's order.

The Ninth Circuit affirmed in most respects. It agreed that Nevada's statute of limitations governed Plaintiff's claims. Mem. Op. (Ex. 3) at 4. It held that Plaintiff's claims for breach of fiduciary duty (Counts II and III of the Complaint) were time-barred. *Id.* With regard to Plaintiff's contract claim (Count I), the Ninth Circuit found that:

> [The] complaint can be read as alleging *some* breaching conduct during the life of the parties' agreement as originally written. As far as such conduct is concerned, no oral testimony as to the extension need to be introduced to show liability; therefore, on remand, the six-year limitations period should be applied to [Plaintiff's] claim for breach of contract insofar as it is premised on pre-extension conduct.

Id. at 5 (emphasis in original). In other words, all of Plaintiff's allegations concerning conduct based on, and occurring after, the alleged oral extension on January 15, 2002, are time-barred. Plaintiff can recover only for a breach of contract occurring no later than January 15, 2002.

The only specific allegations in the Complaint pertain to conduct that occurred after January 15, 2002. See ¶ 29 (January 25, 2002 fax allegedly refuting contract extension); ¶ 30 (solicitation of other tender applicants after January 22, 2002); ¶ 35 (January 30 & 31 negotiations between Defendants and Galaxy); ¶ 36 (February 1, 2002

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submission to Macau government); see also ¶¶ 38, 40-44 (alleging breaching conduct between February 5 and February 8, 2002). Once the Complaint is stripped of these allegations, all that is left are a few bare bones, non-specific allegations such as statements that "during this period" ("this period" being undefined), Defendants disseminated unidentified confidential information to unidentified third parties. See ¶ 38; see also ¶¶ 33, 34, 37, 39 (alleging that Defendants disclosed confidential information and that Defendants engaged in negotiations with Galaxy).

In light of the complete absence of any pre-January 15th allegations in the Complaint, Defendants requested that Plaintiff file an amended complaint containing allegations that fall within the statute of limitations so that Defendants could fairly prepare an answer and defend Plaintiff's claims. In a letter dated June 9, 2009, Plaintiff refused to do so.

ARGUMENT

The allegations that survive the Ninth Circuit's opinion fall far short of the requirements of FED. R. CIV. P. 8 as described by the Supreme Court recently in *Ashcroft v. Iqbal*, 129 S. Ct. 1937 (2009) and, accordingly, the Complaint should be dismissed.[2] In

[2] We are cognizant that all arguments under FED. R. CIV. P. 12 that are available to a party generally should be raised in one motion. See FED. R. CIV. P. 12(g)(2) ("[A] party that makes a motion under this rule may not make another motion under this rule raising a defense or objection *that was available* to the party but omitted from an earlier motion.") (emphasis added). Here, however, the Ninth Circuit Opinion and Order has effectively amended the complaint. By holding that the relevant statutes of limitations bar most of Plaintiff's claims, the Court of Appeals has rendered most of the charging allegations irrelevant. The arguments we present herein – that the remaining allegations are insufficient to state a claim and are too vague and non-specific to fairly notify Defendants of the claims against them – are the result of the Court of Appeals' ruling, and therefore could not previously have been asserted. See, *e.g.*, *Jewett v. IDT Corp.*, Civ. A. No. 04-1454 (SRC), 2008 WL 508486, *2 (D.N.J. Feb. 20, 2008) (holding that second motion to dismiss was permitted where Court's ruling on first motion to dismiss provided a defense that was not previously available).

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the alternative, Plaintiff should be required to provide a more definite statement of the conduct alleged to breach the parties' contract, and this Court should strike from the Complaint all allegations and prayers for damages relating to post-January 15, 2002 allegedly breaching conduct as well as allegations and prayers for damages relating solely to the fiduciary duty claim.

I. THE ALLEGATIONS THAT SURVIVE THE NINTH CIRCUIT'S OPINION ARE INSUFFICIENT TO STATE A CLAIM UNDER FED. R. CIV. P. 8 AND *IQBAL*

The Ninth Circuit's opinion, in effect, amended the Complaint, rendering void all allegations of any breach of contract that are claimed to have occurred no later than January 15, 2002 (and any allegations relating to breach of fiduciary duty claims). There are only five paragraphs from the original complaint that are sufficiently vague as to encompass wrongful conduct within the statute of limitations. Those allegations are contained in Paragraphs 33, 34, 37, and 39, which collectively allege that, at unspecified points in time, Defendants engaged in impermissible negotiations with other business partners,[3] and Paragraph 38, which alleges that Defendants disclosed unspecified confidential information to a potential business partner at an unspecified time. The Supreme Court has made clear that such non-specific allegations, which amount to nothing more than legal conclusions masquerading as facts, are insufficient as a matter of law to state a claim.

In *Iqbal*, the Supreme Court held that the complaint at issue did not meet the

[3] It is possible that paragraph 34 refers only to post-January 15th conduct. Paragraph 35, which references what appear to be the same negotiations, states that they took place on January 30 and 31, 2002. Compl. ¶ 35.

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requirements of Rule 8(a). The Court started with the text of the rule, which states that "a pleading must contain a 'short and plain statement of the claim showing that the pleader is entitled to relief.'" 129 S. Ct. at 1949 (quoting FED. R. CIV. P. 8(a)(2)). Relying on its 2007 decision in *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, the Court explained that, although "the pleading standard Rule 8 announces does not require 'detailed factual allegations,' [] it demands more than an unadorned, the-defendant-unlawfully-harmed-me accusation." *Id.* at 1949 (quoting *Twombly*, 550 U.S. at 555). A complaint will not "suffice if it tenders 'naked assertion[s]' devoid of 'further factual enhancement.'" *Iqbal*, 129 S. Ct. at 1949, (quoting *Twombly*, 550 U.S. at 557).

Accordingly, "[t]o survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Iqbal*, 129 S. Ct at 1949 (quoting *Twombly*, 550 U.S. at 570). "A claim has facial plausibility when the plaintiff pleads *factual content* that allows the court to draw the *reasonable inference* that the defendant is liable for the misconduct alleged." *Iqbal*, 129 S. Ct at 1949 (citing *Twombly*, 550 U.S. at 556) (emphasis added). Put differently, a complaint's factual obligations must be sufficient "to raise a right to relief above the speculative level. . . ." *Twombly*, 550 U.S. at 556. Thus, while "Rule 8 marks a notable and generous departure from the hyper-technical, code-pleading regime of a prior era, [] it does not unlock the doors of discovery for a plaintiff armed with nothing more than conclusions." *Iqbal*, 129 S. Ct at 1950 (citing *Twombly*, 550 U.S. at 556); see also *Twombly*, 550 U.S. at 557 ("The need at the pleading stage for allegations plausibly suggesting (not merely consistent with) [liability] reflects the threshold requirement of

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Rule 8(a)(2) that the 'plain statement' possess enough heft to 'sho[w] that the pleader is entitled to relief.'").

Under these principles, the allegations in the Complaint that survive the Ninth Circuit's order fall far short of the requirements of Rule 8. The standards set forth in *Iqbal* apply to all complaints brought in federal courts. See *Iqbal*, 129 S. Ct. at 1953 (confirming that its holding applies to "all civil actions"); *Skillington v. Activant Solutions, Inc.*, No. 4:09CV673MLM, 2009 WL 1588280, **6-7 (E.D. Mo. June 5, 2009) (relying on *Iqbal* and *Twombly* to dismiss breach of contract claim); *North Am. Clearing, Inc. v. Brokerage Computer Sys., Inc.*, Nos. 607-cv-1503-Orl-19KRS, 608-cv-1567-Orl-19KRS, 2009 WL 1513389, **8-9 (M.D. Fla. May 27, 2009) (same). Under *Iqbal*, Plaintiff must allege facts sufficient to support an inference that Defendants breached the parties' contract *no later than January 15*; any breaching conduct after that date is barred by the statute of limitations.

The Complaint does not allege any facts, let alone sufficient facts, to support any such inference. As detailed above, the Complaint does not allege a single meeting, conversation, statement, or transaction constituting a breach that took place no later than January 15. To the contrary, the Complaint supports the *opposite* inference, *i.e.*, that no breaching conduct took place by January 15. Specifically, the Complaint alleges that on January 22, 2002, the Macau government announced that applicants for a gaming license would be permitted to merge with other applicants (¶ 28), and that this announcement "set off a flurry of activity" (¶ 30) including, presumably, Defendants' allegedly unauthorized contact with Galaxy. At most, the Complaint alleges that Defendants engaged in some

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unspecified conduct at unspecified times that violated the parties' agreement. But, it is well established that the Court need not "necessarily assume the truth of legal conclusions merely because they are cast in the form of factual allegations." *Warren v. Fox Family Worldwide, Inc.*, 328 F.3d 1136, 1139 (9th Cir. 2003) (internal quotations omitted). There is not a single allegation in the Complaint that supports the inference that Defendants did anything to breach the parties' agreement within the statute of limitations. Accordingly, the Complaint should be dismissed.

II. ALTERNATIVELY, PLAINTIFF SHOULD BE REQUIRED TO AMEND ITS COMPLAINT AND THE COURT SHOULD STRIKE ANY IMPERTINENT AND IMMATERIAL MATTER

If the Court permits Plaintiff to proceed on its allegations, Plaintiff should provide a more definite statement pursuant to FED. R. CIV. P. 12(e) and the Court should strike certain allegations from the Complaint pursuant to FED. R. CIV. P. 12(f).

A party may move for a more definite statement where a pleading is "so vague or ambiguous that the party cannot reasonably prepare a response." FED. R. CIV. P. 12(e). The current form of Plaintiff's complaint is so unintelligible that Defendants cannot meaningfully respond to its allegations. As discussed above, it is not clear from the Complaint as written which allegations (if any) relate to conduct that took place no later than January 15th. There are no allegations of specific breaching conduct occurring no later than January 15th. Instead, certain paragraphs allege that "throughout this period of time" or "during this time," Defendants engaged in wrongful conduct. See, e.g., Compl. ¶¶ 33, 34, 37, 38, 39. Defendants cannot determine whether any or all of these paragraphs

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refer to breaches alleged to have occurred during the written term of the contract. Defendants cannot answer Plaintiff's allegations as they currently stand.

Courts in this district have not hesitated to require a more definite statement where complaints are similarly deficient. See, *e.g.*, *Century 21, LLC v. Dague*, No. 2:08-CV-00403-KJD-RJJ, 2009 WL 598020, *3 (D. Nev. Mar. 9, 2009) (ordering sua sponte that counterclaimants file a more definite statement on claim for breach of covenant of good faith and fair dealing where court could not determine the behavior upon which relief was sought). This is especially the case where, as here, requiring a more definite statement has the potential to expose a threshold defense that would end the case. See Wright & Miller, 5C Fed. Prac. & Proc. Civ.3d § 1376 (requiring a more definite statement of matters relating to statute of limitations defense is one instance "in which a relatively liberal approach to the granting of Rule 12(e) motions seems appropriate"); see also *Rose v. Kinevan*, 115 F.R.D. 250, 252 (D. Colo. 1987) (requiring plaintiff to file more definite statement in order to determine applicability of statute of limitations and doctrines of privilege and immunity); *Buchholtz v. Renard*, 188 F. Supp. 888, 892 (S.D.N.Y. 1960) (defendants were entitled to more definite statement so that applicability of the statute of limitations could be determined, even though complaint affirmatively pleaded that the action had been brought within the limitations period). Plaintiff should be required to provide a more definite statement identifying all contractual breaches (to the extent they exist) alleged to have occurred during the life of the contract as written, when such breach occurred, and what conduct or statements constituted the breach.

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Moreover, this Court should strike those allegations that are irrelevant to Plaintiff's remaining breach of contract claim. Under FED. R. CIV. P. 12(f), "[t]he court may strike from a pleading . . . any redundant, immaterial, impertinent, or scandalous matter." The Ninth Circuit's decision in *Fantasy, Inc. v. Fogerty*, 984 F.2d 1524 (9th Cir. 1993), *rev'd on other grounds*, *Fogerty v. Fantasy, Inc.*, 510 U.S. 517 (1994), is instructive here. There, the court held that allegations barred by the statute of limitations and by res judicata were properly ordered stricken from defendant's counterclaim. The court described "immaterial" matter under Rule 12(f) as "that which has no essential or important relationship to the claim for relief or the defenses being pleaded," and "impertinent" matter as "statements that do not pertain, and are not necessary, to the issues in question." 984 F.2d at 1527. (internal citations omitted). Observing that the purpose of a Rule 12(f) motion is to avoid expending time and money litigating irrelevant issues, the court rejected defendant's argument that the allegations not be stricken because they were relevant to the entire course of conduct between the parties. *Id.* ("Superfluous historical allegations are a proper subject of a motion to strike."). It concluded that the district court had properly granted the motion to strike such matters in order to streamline the action and focus the jury's attention on the remaining issues in the case. *Id.* at 1528.

In this case, the Court similarly should strike allegations that are immaterial and impertinent to Plaintiff's remaining claim. Specifically, the Court should strike from the Complaint all allegations relating to Plaintiff's claims for breach of fiduciary duty, to Plaintiff's claim for breach of an oral contract (*i.e.*, the contract as allegedly orally extended on January 15), and to William Weidner and David Friedman as defendants.

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See Compl. ¶¶ 3, 19, 22, 26, 27-32, 35-36, 40-44, 59-65, 66-73, and Caption. Such allegations, if permitted to remain in the Complaint, "create[] serious risks of prejudice to [Defendants], delay, and confusion of the issues." *Fogerty*, 984 F.2d at 1528.

For these reasons, the Court also should strike Plaintiff's request for damages and costs not available in a breach of contract action. See Compl. ¶¶ B, D. Thus, the Court should strike Plaintiff's request for punitive damages (Compl. ¶ B) since such damages are unavailable as a matter of law. *See, e.g., Wilkerson v. Butler*, 229 F.R.D. 166, 172 (E.D. Cal. 2005) ("A motion to strike is appropriate to address requested relief, such as punitive damages, which is not recoverable as a matter of law"). Under Nevada law, punitive damages are available only in "action[s] for the breach of an obligation *not arising from contract*" (emphasis added). Nev. Rev. Stat. § 42.005(1). See also *Ins. Co. of the West v. Gibson Tile Co., Inc.*, 122 Nev. 455, 458, 134 P.3d 698, 699 (Nev. 2006) ("the award of punitive damages was improper because ICW could only be held liable for breach of contract").

The Court also should strike Plaintiff's demand for attorney fees. See Compl. ¶ D. This Court applies Nevada law in determining whether Plaintiff is entitled to attorneys' fees. See *MRO Commc'ns, Inc. v. Am. Tel. & Tel. Co.*, 197 F.3d 1276, 1282 (9th Cir. 1999). The established rule in Nevada is that a court may *not* award attorney's fees unless authorized by statute, rule, or contract. *State, Dep't. of Human Res., Welfare Div. v. Fowler*, 109 Nev. 782, 784, 858 P.2d 375, 376 (Nev. 1993). Plaintiff has not alleged that the parties contracted to pay attorney fees with respect to disputes concerning the LOI.

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Nor has it pled any statute or rule authorizing attorney fees in this instance. Thus, the Court should strike Plaintiff's demand for such fees.

CONCLUSION

The Ninth Circuit's decision eliminated much of Plaintiff's case and rendered irrelevant many of the allegations in its Complaint. Applying the standard set forth in FED. R. CIV. P. 8 and *Ashcroft v. Iqbal*, 129 S. Ct 1937 (2009), the Complaint as it now stands is woefully deficient in pleading a breach of contract claim for pre-January 15, 2002 conduct and should be dismissed. In the alternative, the Court should order Plaintiff to provide a more definite statement of its allegations concerning pre-January 15, 2002 conduct, and the Court should strike from the Complaint all allegations and prayers for damages relating solely to the dismissed fiduciary duty claims or the post-January 15, 2002 allegedly breaching conduct.

Respectfully submitted this 19th day of June, 2009.

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CERTIFICATE OF SERVICE BY MAIL

I certify that on this 19th day of June, 2009, I mailed a true and correct copy of the foregoing Defendants' Motion to dismiss under rule 12(b)(6) or for More Definite Statement and to Strike Under Rules 12(e) and 12(f) to:

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