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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

\* \* \*

NAAVAJO HEALTH FOUNDATION—SAGE  
MEMOBIAL HOSPITAL, INC.,

Case No.2:25-CV-834 JCM (NJK)

Plaintiff(s),

ORDER

v.

KORY RAZAGHI, et al.,

Defendant(s).

Presently before the court is defendants Kory Razaghi (“Kory”) and Attentus LLC (collectively “defendants”) motion to dismiss. (ECF No. 18). Plaintiff Navajo Health Foundation – Sage Hospital, Inc. filed a response (ECF No. 20), to which defendants replied (ECF No. 23).

**I. Background**

This action stems from a complicated relationship between two brothers and a rural hospital in Arizona.

Plaintiff operates a 25-bed, federally funded nonprofit hospital that serves a community of approximately 25,000 Navajo people in a remote, high desert area in Ganado, Arizona, within the territorial boundaries of the Navajo Nation near the Arizona-New Mexico border. (ECF No. 1 at 4). In 2007, the hospital’s board of directors decided that the hospital needed to be upgraded to meet the needs of the community. (*Id.*).

In 2007, defendant Kory Razaghi, Kory’s brother Ahmad Razaghi (“Ahmad”), and Manuel Morgan (“Morgan”) approached plaintiff with a proposal to develop, finance, and build a new

1 hospital. (*Id.*). Kory, Ahmad, and Manuel told plaintiff they would provide their services through  
2 a company called Manuel Morgan and Associates (“MMA”). (*Id.*). According to MMA’s  
3 governing documents Morgan owned 51% of MMA and Attentus, which, at that time, was owned  
4 by both Kory and Ahmad owned the other 49%. (*Id.*)

5  
6 The initial agreement gave full authority to MMA to act as the hospital’s agent to negotiate,  
7 prepare, execute, and deliver any documents and other agreements connected to developing,  
8 financing, and constructing a new hospital. (*Id.* at 5). The agreement was later amended, and  
9 Ahmad was required to split the revenue generated by MMA under the First MMA Addendum  
10 with Kory and Morgan. (*Id.*)

11  
12 In 2009, plaintiff and MMA amended their agreement for the second time, making Ahmad  
13 plaintiff’s CEO. (*Id.*). In 2010, Ahmad informed Kory and Morgan that he did not intend to  
14 continue their business arrangements and intended to dissolve MMA, Attentus, and a third  
15 company Attentus Provider Group (“APG”). (*Id.*). Ahmad then began withholding Kory’s share  
16 of the payments received by MMA, Attentus, and APG from plaintiff. (*Id.*)

17  
18 In 2011, Kory filed suit in Nevada state court against Ahmad, Morgan, and related entities  
19 which ended in 2013 with a settlement. (*Id.* at 6). The 2013 settlement agreement required the  
20 defendants in that suit to (1) pay Kory one-sixth of all management fees received by MMA and  
21 another related business, and (2) pay Kory one-sixth of all hospital development fees and any other  
22 development fees for development of commercial, residential, or other non-healthcare  
23 improvements on plaintiff’s campus that are paid by plaintiff under the MMA Agreement. (*Id.* at  
24 6–7).

25  
26 Beginning in 2012 and continuing until 2018, plaintiff alleges Ahmad and his business  
27 entity, Razaghi Development Company, LLC (“RDC”), defrauded the hospital to the tune of  
28

1 millions of dollars. (*Id.* at 7–13). Kory discovered that Ahmad had secured large amounts of  
2 money through his work with plaintiff after the 2013 settlement and sued again in 2018, alleging  
3 violations of the agreement. (*Id.* at 13). Specifically, Kory and Attentus—now with Kory as the  
4 LLC’s sole member—alleged that Ahmad wrongfully prevented Kory from receiving portions of the  
5 fees that he was entitled to. (*Id.*).

7 The 2018 litigation ended with a jury verdict in favor of Kory and Attentus and they were  
8 awarded \$6,853,404.84 in damages. (*Id.* at 14–15). The damage award specifically noted that the  
9 damages included termination fees and a \$1.8 million bonus which was awarded to Ahmad in  
10 2012. (*Id.* at 15). Kory and Ahmad filed a satisfaction of judgment in 2025 pursuant to a post-  
11 judgment settlement agreement. (*Id.* at 15; ECF No. 18 at 10).

13 Plaintiff is currently suing Ahmad and RDC in Arizona alleging fraud. (ECF No. 1 at 7).  
14 Plaintiff claims here that the 2025 settlement between Ahmad and Kory was designed to frustrate  
15 recovery in the Arizona litigation, should plaintiff prevail. (*Id.* at 15–16). Plaintiff brings five  
16 causes of action that include: (1) fraudulent transfers under Nevada law; (2) conspiracy to commit  
17 fraudulent transfers; (3) unjust enrichment; (4) money had and received; and (5) conversion. (*Id.*  
18 at 15–18). Defendants now move to dismiss the suit in its entirety. (ECF No. 18).

## 20 **II. Legal Standard**

21 As an initial matter, pursuant to Local Rule 78-1, “all motions may be considered and  
22 decided with or without a hearing.” The court is satisfied with the documents presented and will  
23 rule on defendants’ motion without holding oral argument. Defendants’ request for oral argument  
24 is denied.

26 The Federal Rules of Civil Procedure require a plaintiff to plead “a short and plain  
27 statement of the claim showing that the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2).  
28

1 Dismissal is appropriate under Rule 12(b)(6) when a pleader fails to state a claim upon which relief  
2 can be granted. Fed. R. Civ. P. 12(b)(6); *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007).

3 A pleading must give fair notice of a legally cognizable claim and the grounds on which it  
4 rests, and although a court must take all factual allegations as true and legal conclusions couched  
5 as factual allegations are insufficient. *Twombly*, 550 U.S. at 555. Accordingly, Rule 12(b)(6)  
6 requires “more than labels and conclusions, and a formulaic recitation of the elements of a cause  
7 of action will not do.” *Id.*

8  
9 To survive a motion to dismiss, “a complaint must contain sufficient factual matter,  
10 accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556  
11 U.S. 662, 678 (2009) (quoting *Twombly*, 550 U.S. at 570). “A claim has facial plausibility when  
12 the plaintiff pleads factual content that allows the court to draw the reasonable inference that the  
13 defendant is liable for the misconduct alleged.” *Id.* This standard “asks for more than a sheer  
14 possibility that a defendant has acted unlawfully.” *Id.*

15  
16 If the court grants a motion to dismiss for failure to state a claim, leave to amend should be  
17 granted unless it is clear that the deficiencies of the complaint cannot be cured by amendment.  
18 *DeSoto v. Yellow Freight Sys., Inc.*, 957 F.2d 655, 658 (9th Cir. 1992). Under Rule 15(a), a court  
19 should “freely” give leave to amend “when justice so requires,” and in the absence of a reason  
20 such as “undue delay, bad faith or dilatory motive of the part of the movant, repeated failure to  
21 cure deficiencies by amendment previously allowed, undue prejudice to the opposing party by  
22 virtue of allowance of the amendment, futility of the amendment, etc.” *Foman v. Davis*, 371 U.S.  
23 178, 182 (1962).

### 24 **III. Discussion**

25  
26 Defendants argue that plaintiff’s complaint is deficient to the point that each cause of action  
27  
28

1 should be dismissed. Accordingly, the court will analyze each in turn to decide whether dismissal  
2 is warranted.

3  
4 1. Fraudulent Transfers

5 Plaintiff alleges that the 2025 Ahmad-Kory settlement violated NRS Chapter 112, the  
6 Uniform Fraudulent Transfer Act (UFTA). “The UFTA is designed to prevent a debtor from  
7 defrauding creditors by placing the subject property beyond the creditors’ reach.” *Herup v. First*  
8 *Boston Fin., LLC*, P.3d 870, 872 (Nev. 2007). While a “[f]raudulent conveyance under NRS  
9 Chapter 112 does not require proof of intent to defraud,” the creditor bears the burden of proof to  
10 establish that a fraudulent transfer occurred. *Sportsco Enters. v. Morris*, 917 P.2d 934, 937 (Nev.  
11 1996). Plaintiff specifically alleges the settlement violated NRS 112.180(1)(a)–(b) and NRS  
12 112.190(1)–(2).

13  
14 a. *NRS 112.180(1)(a)*

15 An actual fraudulent transfer occurs when “the debtor made the transfer or incurred the  
16 obligation ... [w]ith actual intent to hinder, delay or defraud any creditor of the debtor.” NRS  
17 112.180(1)(a). NRS 112.180(2) sets forth a list of inexhaustive factors—none of which are  
18 individually dispositive—that the court may consider in determining a debtor’s actual intent,  
19 including whether:  
20

- 21 (a) The transfer or obligation was to an insider;  
22 (b) The debtor retained possession or control of the property transferred after the  
23 transfer;  
24 (c) The transfer or obligation was disclosed or concealed;  
25 (d) Before the transfer was made or obligation was incurred, the debtor had been  
26 sued or threatened with suit;  
27 (e) The transfer was of substantially all the debtor’s assets;  
28 (f) The debtor absconded;  
(g) The debtor removed or concealed assets;  
(h) The value of the consideration received by the debtor was reasonably equivalent  
to the value of the asset transferred or the amount of the obligation incurred;  
(i) The debtor was insolvent or became insolvent shortly after the transfer was made

1 or the obligation was incurred;

2 (j) The transfer occurred shortly before or shortly after a substantial debt was  
3 incurred; and

4 (k) The debtor transferred the essential assets of the business to a lienor who  
5 transferred the assets to an insider of the debtor.

6 Defendants claim plaintiff has not sufficiently pled enough of these factors to establish a  
7 prime facia claim under NRS 112.180(1)(a). They are incorrect. Plaintiff alleges that the transfer  
8 was made to an insider. (ECF No. 1, ¶ 72). NRS 112.150(7)'s plain language explicitly defines  
9 an "insider" as "[a] relative of the debtor." It is undisputed that defendant Kory and Ahmad are  
10 brothers and, thus, Kory is an insider according to Nevada law. N.R.S. § 112.150(7)(a)(1).  
11 Defendants contend that, although Kory and Ahmad are brothers, their relationship was not close.  
12 (ECF No. 18 at 14). They point to litigation and the ensuing settlement discussions where both  
13 parties were represented by counsel as evidence of estrangement, arguing that Kory cannot be  
14 considered an insider. (*Id.* at 14–15). However, defendants do not cite any binding law for the  
15 proposition that the closeness of the brothers is relevant to this determination.

16 Plaintiff also alleged that defendants concealed the transfers. (ECF No. 1, ¶ 73).  
17 Defendants claim that the satisfaction of judgment is public record and thus cannot be concealed.  
18 (ECF No. 18 at 15). Defendants further assert that the ongoing litigation between plaintiff and  
19 Ahmad demonstrates that Ahmad does not regard plaintiff as a creditor, and therefore, no  
20 concealment could have occurred. (*Id.*) This presents a question of fact that is not properly  
21 resolved at this stage.  
22

23 Further, plaintiff alleges that before the transfer was made, Ahmad had been sued (*Id.* at ¶  
24 75), and that the transfer was substantially all of Ahmad's assets. (*Id.* at ¶ 76). Lastly, plaintiff  
25 alleges that defendants' transfers were part of an ongoing pattern and scheme of fraud. (*Id.* at ¶  
26 74).  
27  
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1 Taken together, plaintiff has alleged numerous factors listed in NRS 112.180(2) that,  
2 accepted as true, lead the court to find the claims against defendants are plausible. Therefore,  
3 dismissal is improper.

4  
5 i. Affirmative defense

6 Plaintiffs ordinarily need not “plead on the subject of an anticipated affirmative defense.”  
7 *United States v. McGee*, 993 F.2d 184, 187 (9th Cir. 1993). When an affirmative defense is obvious  
8 on the face of a complaint, however, a defendant can raise that defense in a motion to dismiss.  
9 *Rivera v. Peri & Sons Farms, Inc.*, 735 F.3d 892, 902 (9th Cir. 2013). In addition, federal pleading  
10 rules do not require a plaintiff to anticipate and plead facts in its complaint to avoid potential  
11 affirmative defenses. *See Perry v. Merit Sys. Prot. Bd.*, 582 U.S. 420, 435 n.9 (2017) (“In civil  
12 litigation, a release is an affirmative defense to a plaintiff’s claim for relief, not something the  
13 plaintiff must anticipate and negate in her pleading.”).

14  
15 Defendant attempts to assert the affirmative defense of good-faith transferee. Because  
16 plaintiff was not required to plead around this defense and the defense is not obvious on the face  
17 of the complaint, the court declines to dismiss on this ground.

18  
19 b. *NRS 112.180(1)(b)*

20 Constructive fraudulent transfers under NRS 112.180(1)(b) arise when “the debtor made  
21 the transfer or incurred the obligation”

22  
23 (b) [w]ithout receiving a reasonably equivalent value in exchange for the transfer  
or obligation, and the debtor:

24 (1) [w]as engaged or was about to engage in a business or a transaction for which  
the remaining assets of the debtor were unreasonably small in relation to the  
25 business or transaction; or

26 (2) [i]ntended to incur, or believed or reasonably should have believed that the  
debtor would incur, debts beyond his or her ability to pay as they became due.

27  
28 Defendants aver that Ahmad’s judgment was valued of upwards of \$10 million when

1 considering interest, attorneys' fees, and costs. They reason that Ahmad settling with Kory for  
2 \$5.2 million establishes that Ahmad unquestionably received more than equivalent value. While  
3 the settlement appears to have been in Ahmad's best interest, a determination of equivalent value  
4 is a question of fact and inappropriate to determine currently. *See Misty Mgmt. Corp. v. Lockwood*,  
5 539 F.2d 1205, 1212 (9th Cir. 1976).

7 c. *NRS 112.190*

8 Plaintiff must show the following to be successful under its NRS 112.190(1) UFTA claim:  
9 "(1) a transfer of an asset occurred, (2) [plaintiff's] claim preexisted the transfer, (3) the transfer  
10 was not for 'reasonably equivalent value,' and (4) [defendant] was insolvent at the time of the  
11 transfer." *Wells Fargo Bank, N.A. on behalf of Holders of HarborView Mortg. Loan Tr. Mortg.*  
12 *Loan Pass-Through Certificates, Series 2006-12 v. Radecki*, P.3d 593, 597 (Nev. 2018).  
13 Defendants challenge plaintiff on elements two and four.<sup>1</sup>

14  
15 Concerning the timing of the transfer, defendants claim that Ahmad's debt to Kory arose  
16 out of the breach of the 2013 settlement agreement and predates the existence of plaintiff's claims  
17 against Ahmad by several years. However, plaintiff asserts that Ahmad's fraudulent activity began  
18 in at least 2012 and persisted through 2018. (ECF No 1, ¶¶ 26–51). Therefore, plaintiff has alleged  
19 that the fraudulent conduct, and thus, its claim to the money allegedly improperly transferred to  
20 Kory, predates the 2013 settlement.

21  
22 Regarding the insolvency requirement, plaintiff has sufficiently pled that that defendants  
23 were insolvent. (*Id.* at ¶ 71). At this stage, plaintiff need not prove that Ahmad was insolvent or  
24 how plaintiff would have come to this conclusion, as that is a question of fact not suited for a  
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<sup>1</sup> Defendants challenge element three (equivalent value) as well, but the same reasoning regarding NRS  
112.180(1)(b), *supra*, applies here.

1 motion to dismiss.

2 Accordingly, plaintiff has sufficiently pled its NRS 112.190 claim and it will continue.<sup>2</sup>

3  
4 2. Conspiracy to Commit Fraudulent Transfers

5 A civil conspiracy requires an agreement by two or more persons who intend to accomplish  
6 an unlawful objective for the purpose of harming another through some concerted action that  
7 results in damages. *Hilton Hotels Corp. V. Butch Lewis Productions, Inc.*, 862 P.2d 1207, 1210  
8 (Nev. 1993). Fraudulent transfers can form the basis for a civil conspiracy claim as a concerted  
9 action. *See In re Hashim*, 356 B.R. 728, 739 (Bankr. D. Ariz. 2007); *In re Hamilton Taft & Co.*,  
10 176 B.R. 895, 902 (Bankr. N.D. Cal. 1995).

11  
12 Plaintiff's well pleaded fraudulent transfer claim provides the basis for its civil conspiracy  
13 claim. Further, plaintiff alleged an unlawful objective when it claimed "Kory, Attentus, Ahmad,  
14 and RDC knowingly conspired to make the Ahmad-Kory Transfers so as to defraud Ahmad's and  
15 RDC's creditor [plaintiff]." (ECF No. 1, ¶ 81; *see also id.* at ¶¶ 63–65, 72).

16  
17 Regarding damages, the parties dispute whether Nevada law allows accessory liability for  
18 fraudulent transfers or limits recovery to the UFTA's equitable remedies. The Nevada Supreme  
19 Court has held that "nontransferees, *i.e.*, those who have not received or benefited from the  
20 fraudulently transferred property, are not subject to accessory liability for fraudulent transfer  
21 claims." *Cadle Co. v. Woods & Erickson, LLP*, 345 P.3d 1049, 1052 (Nev. 2015).

22  
23 Here, plaintiff does not allege that defendants are nontransferees, but instead asserts they  
24 were the recipients of the fraudulent transfer. Therefore, they are outside the *Cadle* rule and the

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28 \_\_\_\_\_  
<sup>2</sup> Since the court has found that Kory is an insider and that plaintiff has sufficiently plead that Ahmad was insolvent, plaintiff's NRS 112.190(2) claim also survives.

1 claim may be maintained.<sup>3</sup>

2 While defendants argue that plaintiff’s allegations of conspiracy are conclusory, the  
3 complaint provides sufficient information to plausibly find against defendants. Admittedly, the  
4 complaint contains a lengthy factual description of plaintiff, Ahmad, and Kory’s dealings where  
5 Ahmad is at the center of the alleged wrongdoing. Still, the factual allegations of Kory’s conduct,  
6 taken as a whole, present adequate support to survive dismissal. (*See* ECF No. 1, ¶¶ 13–20).

8 3. Unjust Enrichment

9 “The phrase ‘unjust enrichment’ is used in law to characterize the result or effect of a failure  
10 to make restitution of, or for, property or benefits received under such circumstances as to give  
11 rise to a legal or equitable obligation to account therefor.” *Leasepartners Corp. v. Robert L. Brooks*  
12 *Trust Dated Nov. 12, 1975*, 942 P.2d 182, 187 (Nev. 1997).

14 Under Nevada law, a plaintiff has a valid claim for unjust enrichment when (1) “the  
15 plaintiff confers a benefit on the defendant”; (2) “the defendant appreciates such benefit”; and (3)  
16 “there is acceptance and retention by the defendant of such benefit under circumstances such that  
17 it would be inequitable for him to retain the benefit without payment of the value thereof.”  
18 *Certified Fire Prot. Inc. v. Precision Constr.*, 283 P.3d 250, 257 (Nev. 2012) (internal quotation  
19 marks omitted).

21 ...

23 ...

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26  
27 <sup>3</sup> Further, in at least one instance, the Nevada Supreme Court indicated that district courts may be reading  
28 *Cadle* too broadly. *See NCP Bayou 2, LLC v. Medici*, 437 P.3d 173 n.2 (Nev. 2019) (“To the extent the district court  
may have read *Cadle* too broadly when it stated that no accessory liability exists in fraudulent transfer actions  
regardless of whether the party is a transferee or a nontransferee, the district court nevertheless reached the right result  
in dismissing the two causes of action.”).

1 Defendants argue that Kory’s judgment against Ahmad establishes, as a matter of law, that  
2 Kory was entitled to collect and retain the settlement money. They further claim that it would not  
3 be inequitable for Kory to retain the benefit of the settlement since it was the product of the jury  
4 verdict.

5  
6 However, plaintiff alleges that the 2025 settlement money, at least in part, belonged to  
7 plaintiff and was obtained by Ahmad through years of fraud before being impermissibly  
8 transferred to Kory. (ECF No. 1, ¶¶ 58–60). Whether the settlement funds constitute plaintiff’s  
9 property that was taken through fraud and transferred to defendants is a question of fact that cannot  
10 be appropriately decided here. If, in fact, the settlement money was acquired by fraud, then it may  
11 be inequitable for defendants to retain such a benefit. Plaintiff’s unjust enrichment claim may  
12 continue.

#### 13 14 4. Money Had and Received

15 Money had and received is a common law variation of an unjust enrichment claim that  
16 “can be maintained whenever one man has received or obtained the possession of the money of  
17 another, which he ought in equity and good conscience to pay over.” *Kondas v. Washoe County*  
18 *Bank*, 271 P. 465, 466 (Nev. 1928). Money had and received “is an action at law, but it is governed  
19 by principles of equity.” *Chase Inv. Servs. Corp. v. L. Offs. of Jon Divens & Assocs., LLC*, 748 F.  
20 Supp. 2d 1145, 1175 (C.D. Cal. 2010), *aff’d*, 491 F. App’x 793 (9th Cir. 2012).

21  
22 Defendants claim that plaintiff’s money had and received claim is duplicative of the unjust  
23 enrichment claim requiring dismissal. They cite to *Risinger v. SOC LLC*, where the court  
24 dismissed money had and received as duplicative of unjust enrichment. 936 F. Supp. 2d 1235,  
25 1245 (D. Nev. 2013). The Ninth Circuit has stated that two suits are duplicative where “the causes  
26 of action and relief sought, as well as the parties or privies to the action, are the same.” *Adams v.*  
27  
28

1 *Cal. Dept. of Health Servs.*, 487 F.3d 684, 689 (9th Cir.2007).

2 Here, the unjust enrichment and money had and received claims are duplicative. While the  
3 elements to the claims are not exactly the same, they are substantially similar, the relief sought,  
4 and parties or privies to the action are the same.<sup>4</sup>

5  
6 Accordingly, the claim is dismissed as duplicative. Nonetheless, because courts have  
7 permitted claims for money had and received to proceed alongside unjust enrichment, dismissal is  
8 without prejudice. *See e.g. Hester v. Vision Airlines, Inc.*, 2010 WL 3724182 (D. Nev. Sept. 15,  
9 2010); *City of Portland, Oregon v. Elec. Lightwave, Inc.*, No. CIV.03-538-AS, 2003 WL 23962361  
10 (D. Or. Aug. 11, 2003). Plaintiff may seek leave to amend only if it can allege additional facts and  
11 identify legal authority demonstrating the claim is not wholly duplicative and may properly  
12 proceed as a distinct theory of recovery.

13  
14 5. Conversion

15 Under Nevada law, a plaintiff must prove that: (1) the defendant committed a distinct act  
16 of dominion wrongfully exerted over the plaintiff's personal property; (2) the act was in denial of  
17 or inconsistent with the plaintiff's title or rights to the property; and (3) the act was in derogation,  
18 exclusion, or defiance of the plaintiff's title or rights in the personal property.<sup>5</sup> *Amatrone v. State*  
19 *Farm Fire and Casualty Co.*, 2018 WL 772078, at \*5 (D. Nev. Feb. 7, 2018) (citing *Evans v. Dean*  
20 *Witter Reynolds, Inc.*, 5 P.3d 1043, 1049 (Nev. 2000)).

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25 <sup>4</sup> The *Risinger* court further noted that it was unclear whether the cause of action applied since the plaintiff did not  
26 allege paying the defendant any money to hold for the plaintiff's use. *Risinger*, 936 F. Supp. 2d at 1245. Likewise,  
27 the court questions whether this cause of action is applicable notwithstanding the factual differences between *Risinger*  
and the case at bar. However, since the claim is being dismissed, the court does not inquire further.

28 <sup>5</sup> While defendants' argument that the claim should be barred since plaintiff must establish legal ownership of the  
property before a conversion claim may continue is reasonable, it is not the law of Nevada. Defendants admit that  
Nevada has not adopted such a rule, and it is not this court's role to shape substantive state law.

1 Although money cannot typically be the subject of a conversion claim, it can be where the  
2 money is identifiable, such as being set aside in a separate account or separately earmarked. *Hester*  
3 *v. Vision Airlines, Inc.*, 2011 WL 856871, at \*3 (D. Nev. Mar. 9, 2011) (citing *Lopez v. Javier*  
4 *Corral, D.C.*, 367 P.3d 745 (Nev. 2010)).

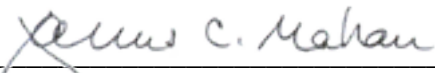
5  
6 Plaintiff argues that because it has alleged an identifiable amount that was converted, this  
7 claim should survive. Plaintiff properly notes that identifiable or specific sums of money may  
8 support a conversion claim, refuting defendants' overly restrictive reading that only the same exact  
9 money can support such a claim. *See Strack v. Morris*, No. 3:15-CV-00123-LRH, 2015 WL  
10 4647880, at \*7 (D. Nev. Aug. 5, 2015). If plaintiff can prove the underlying settlement funds  
11 belong to it, were obtained by Ahmad through fraud, and Kory then exercised dominion over such  
12 funds, the conversion claim is actionable. These are questions of fact that cannot be determined  
13 at present. Thus, the conversion claim may continue.

14  
15 **II. Conclusion**

16 Accordingly,

17  
18 IT IS HEREBY ORDERED, ADJUDGED, and DECREED that defendants' motion to  
19 dismiss (ECF No. 18) be, and the same hereby is, GRANTED as to the claim for money had and  
20 received and DENIED as to all other claims. Plaintiff has 21 days to seek leave to amend and  
21 must attach its proposed amended complaint.

22  
23 DATED October 15, 2025.

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26 \_\_\_\_\_  
27 UNITED STATES DISTRICT JUDGE  
28