

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

Route Consultants, Inc., et al. v. E3 NV, LLC, et al.

Route Consultants · No. 2:23-cv-01703-CDS-EJY · Decided December 11, 2025

SUMMARY

The United States District Court for the District of Nevada resolves several motions in a dispute concerning contracts for a digital currency mining system. The court grants Blockleaf LLC's motion for partial summary judgment on its breach-of-contract claim, denies the defendants' motion for partial summary judgment and the plaintiffs' motion to strike, and dismisses the unjust-enrichment claim without prejudice because express contracts govern the transaction. The court also finds that the plaintiffs have standing to pursue the relevant claims.

CASE DETAILS

COURT	United States District Court for the District of Nevada
WRITING FOR THE COURT	Cristina D. Silva
JURISDICTION	United States District Court for the District of Nevada
DECIDED	December 11, 2025
DOCKET	2:23-cv-01703-CDS-EJY
DISPOSITION	other
PROCEDURAL POSTURE	The parties filed competing motions for partial summary judgment concerning breach of contract, unjust enrichment, standing, and related claims. Route Consultants and Crypto Quo also moved to strike the defendants' untimely motion for partial summary judgment.
STANDARD OF REVIEW	Summary judgment is appropriate when the pleadings and admissible evidence show no genuine issue of material fact and the movant is entitled to judgment as a matter of law. The court views facts and draws reasonable inferences in favor of the nonmoving party; after the movant satisfies Rule 56, the opposing party must identify specific facts showing a genuine issue for trial.
PRECEDENTIAL VALUE	unpublished district court order; nonprecedential

TOPICS

- breach of contract
- summary judgment
- standing
- unjust enrichment
- civil procedure

PRACTICE AREAS

contracts

commercial litigation

civil procedure

consumer protection

QUESTIONS PRESENTED

1. Whether the court should strike defendants' motion for partial summary judgment because it was filed twenty days after the dispositive-motion deadline.
2. Whether plaintiffs lacked standing to pursue their contract and related claims because they were not parties in interest to the contracts.
3. Whether Blockleaf was entitled to partial summary judgment on its breach-of-contract claim.
4. Whether Route and Crypto Quo were entitled to partial summary judgment on their unjust-enrichment claim when express written contracts governed the transaction.

HOLDINGS

1. The court denied the motion to strike because striking defendants' motion would be futile where the motion raised standing, a jurisdictional issue the court was required to examine sua sponte, and because the court ultimately denied the motion on the merits.
2. The court denied defendants' motion for partial summary judgment on standing. Blockleaf had standing because its CEO signed the contracts on its behalf, and alternatively because Blockleaf was an intended third-party beneficiary. Route and Crypto Quo also had standing because the contracts were entered as part of their joint venture with Blockleaf.
3. Blockleaf was entitled to judgment as a matter of law on its breach-of-contract claim because the contracts existed, Blockleaf performed by paying the contract price, defendants failed to fully perform, and defendants presented no competent evidence creating a genuine dispute that their partial performance was excused or that the contracts were modified.
4. Route and Crypto Quo were not entitled to summary judgment on unjust enrichment because an unjust-enrichment claim is unavailable when an express written contract governs the transaction. The court denied their motion as moot and dismissed the unjust-enrichment claim without prejudice.

KEY QUOTATIONS

“Summary judgment is appropriate when the pleadings and admissible evidence “show that there is no genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law.”” (at 2)

“A scheduling order ‘is not a frivolous piece of paper, idly entered, which can be cavalierly disregarded by counsel without peril.’” (at 4)

“To assert standing as a third-party beneficiary to a contract, a plaintiff must show (1) a clear intent to benefit the third party, and (2) the third party’s foreseeable reliance on the agreement.” (at 6)

“Because there is no evidence showing that the defendants complied with NRS 104.2508 or NRS 104.2209, there is no evidence of an enforceable modification to the contracts.” (at 10)

“But because the transaction is governed by the contracts, the plaintiffs are not entitled to their unjust enrichment claim as a matter of law.” (at 11)

FACTUAL BACKGROUND

Plaintiffs Route Consultant, Inc., Crypto Quo, LLC, and Blockleaf LLC formed a joint venture and purchased a three-tank container immersion-mining system from E3 NV, LLC and William Murdock. The parties entered two contracts in March and May 2022, and plaintiffs paid approximately \$1,311,000 for the system. Plaintiffs alleged that defendants represented the system would be fully built and plug-and-play but failed to complete construction or provide a fully operational system; defendants also allegedly retained nine of Blockleaf's mining rigs.

PROCEDURAL HISTORY

Plaintiffs sued E3 NV, LLC and William Murdock over contracts to create and deliver a digital currency mining system. The court-ordered deadline for dispositive motions was March 31, 2025; plaintiffs filed their motions by that deadline, while defendants filed their motion twenty days late. The court denied the motion to strike, denied defendants' partial-summary-judgment motion, granted Blockleaf's partial-summary-judgment motion on breach of contract, and denied Route and Crypto Quo's unjust-enrichment motion as moot while dismissing that claim without prejudice.

DISPOSITION

other

CASES CITED

- Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986)
- Kaiser Cement Corp. v. Fishbach & Moore, Inc., 793 F.2d 1100, 1103 (9th Cir. 1986)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 256 (1986)
- Sonner v. Schwabe N. Am., Inc., 911 F.3d 989, 992 (9th Cir. 2018)
- Johnson v. Mammoth Recreations, Inc., 975 F.2d 604, 610 (9th Cir. 1992)
- Wong v. Regents of Univ. of Cal., 410 F.3d 1052, 1060 (9th Cir. 2005)
- Janicki Logging Co. v. Mateer, 42 F.3d 561, 566 (9th Cir. 1994)
- B.C. v. Plumas Unified Sch. Dist., 192 F.3d 1260, 1264 (9th Cir. 1999)
- Bender v. Williamsport Area Sch. Dist., 475 U.S. 534, 541 (1986)
- Bernhardt v. Cnty. of Los Angeles, 279 F.3d 862, 868 (9th Cir. 2002)
- Church of Scientology of Cal. v. U.S. Dep't of Justice, 612 F.2d 417, 427 (9th Cir. 1980)
- Commodity Futures Trading Comm'n v. Weintraub, 471 U.S. 343, 348 (1985)
- Palmer v. Pioneer Inn Assocs., Ltd., 59 P.3d 1237, 1240 (Nev. 2002)
- Smith's Food & Drug Centers, Inc. v. Bellegarde, 958 P.2d 1208, 1212 (Nev. 1998)
- Trident Const. Corp. v. W. Elec., Inc., 776 P.2d 1239, 1242 (Nev. 1989)

- Canfora v. Coast Hotels & Casinos, Inc., 121 P.3d 599, 604-05 (Nev. 2005)
- Boesiger v. Desert Appraisals, LLC, 444 P.3d 436, 441 (Nev. 2019)
- Pathland Dev. Corp. v. William Peccole 1982 Tr., 877 P.2d 1036, 1038 (Nev. 1994)
- Radaker v. Scott, 855 P.2d 1037, 1040-41 (Nev. 1993)
- Iliescu v. Reg'l Transp. Comm'n of Washoe Cnty., 522 P.3d 453, 458 (Nev. App. 2022)
- L.V. Sands, LLC v. Nehme, 632 F.3d 526, 536 (9th Cir. 2011)
- Kennedy v. Applause, Inc., 90 F.3d 1477, 1481 (9th Cir. 1996)
- Villiarimo v. Aloha Island Air, Inc., 281 F.3d 1054, 1061 (9th Cir. 2002)
- Certified Fire Prot. Inc. v. Precision Constr., 283 P.3d 250, 257 (Nev. 2012)
- Leasepartners Corp. v. Robert L. Brooks Tr. Dated Nov. 12, 1975, 942 P.2d 182, 187 (Nev. 1997)

OPINION

Route Consultants, Inc., et al. v. E3 NV, LLC, et al.

PER CURIAM.

1

2 UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

3 4 Route Consultants, Inc., et al., Case No. 2:23-cv-01703-CDS-EJY 5 Plaintiffs Order Granting
Blockleaf's Motion for Partial Summary Judgment and Denying 6 v. Other Pending Motions 7 E3
NV, LLC, et al., [ECF Nos. 39, 40, 43, 44] 8 Defendants 9 10 This is a breach of contract,
fraudulent misrepresentations, and related claims action 11 brought by plaintiffs Route Consultant,
Inc., Crypto Quo, LLC, and Blockleaf LLC, against 12 defendants E3 NV, LLC, and William
Murdock. The plaintiffs allege that they contracted with 13 the defendants to create a digital
currency mining system as part of a joint venture, but the 14 defendants failed to hold up their end
of the bargain. The plaintiffs filed motions for partial 15 summary judgment. Pls.' mots., ECF Nos.
39, 40. The defendants oppose the motions. Defs.' 16 opp'ns, ECF Nos. 41, 42. The defendants
also filed a motion for partial summary judgment. Defs.' 17 mots., ECF No. 43. The plaintiffs
oppose that motion. Pls.' opp'ns, ECF Nos. 48, 49. Route 18 Consultants and Crypto Quo also
move to strike the defendants' motion for partial summary 19 judgment as untimely. Mot. strike,
ECF No. 44.1 The motions are now fully briefed. Replies, ECF

20 Nos. 45, 46, 50, 51. For the following reasons, I grant Blockleaf's motion for partial summary
21 judgment but deny the other pending motions. 22 I. Background 23 Around early 2022, the
plaintiffs formed a joint venture with one another to invest in the 24 digital mining arena. Am.
compl., ECF No. 23 at ¶¶ 11–12. Plaintiff Route Consultant, Inc. is a 25 Tennessee corporation. Id.
at ¶ 2. Plaintiff Crypto Quo, LLC, is a Tennessee company with no 26 1 Blockleaf moves to join
this motion to strike. Joinder, ECF No. 47. Defendants did not file an opposition to Blockleaf's
motion. Blockleaf's motion for joinder is granted. 1 Nevada-domiciled members. Id. at ¶ 3. And
plaintiff Blockleaf is a Wyoming LLC whose 2 principal place of business is in Virginia. Id. at ¶ 4.

3 As part of their joint venture, the plaintiffs bought a container immersion mining system. 4 The system had three tanks—one owned by Blockleaf, two owned by Route. The plaintiffs 5 bought the system from defendant E3 NV, LLC, an immersion cooling company registered in 6 Nevada and owned by defendant William Murdock. Id. at ¶¶ 1, 11–13. The defendants allegedly 7 represented to the plaintiffs that the system would be “fully built” and “plug and play.” Id. at ¶ 14. 8 Based on the defendants’ representations, the parties allegedly executed two agreements to buy 9 the three-tank system: first, on March 7, 2022, for one tank (“First Contract”); second, on May 10 21, 2022, for two tanks (“Second Contract”). Id. at ¶¶ 18, 25–26. In total, the plaintiffs paid 11 \$1,311,000.00 for the three-tank system. Id. at ¶ 32; Patton’s decl., Pls.’ Ex. 1, ECF No. 40-1 at 3; 12 Confirmation of Wire Payment, Pls.’ Ex. 3, ECF No. 40-3; Murdock dep., Pls.’ Ex. 4, ECF No. 40- 13 4. 14 The defendants allegedly breached their contracts with the plaintiffs by failing to 15 complete construction of the system. ECF No. 23 at ¶ 33–39. They also allegedly retained nine of 16 Blockleaf’s mining rigs wrongfully, the value of which being approximately \$55,000. Id. at ¶¶ 41– 17 45. The plaintiffs further allege that E3 is Murdock’s alter ego, as Murdock has sole ownership of 18 and controlling authority for E3. Id. at ¶¶ 46–51. 19 Based on these allegations, the plaintiffs assert seven claims against the defendants: 20 (1) breach of contract; (2) fraud/misrepresentation; (3) unjust enrichment; (4) declaratory relief; 21 (5) violations of Nevada Deceptive Trade Practices Act; (6) rescission; (7) conversion. See 22 generally ECF No. 23. As for relief, the plaintiffs seek a refund of approximately \$1,311,000.00 for 23 all monies paid to E3, actual damages for their reliance on the “plug and play” system, lost 24 profits, contract rescission, punitive damages, and attorney’s fees and costs. Id. 25 26 1 This court issued an order setting the deadline for dispositive motions for March 31, 2 2025. See Order, ECF No. 32. On that date, Blockleaf filed a motion for partial summary 3 judgment (MPSJ) on the breach of contract claim, and Route and Crypto Quo filed a MPSJ on 4 the unjust enrichment claim. See Blockleaf MPSJ, ECF No. 39; Route & Crypto Quo MPSJ, ECF 5 No. 40.

6 On April 21, 2025—twenty days after the dispositive motions filing deadline passed— 7 the defendants filed a MPSJ on the claims for breach of contract, fraud/intentional 8 misrepresentation, declaratory relief, violation of the Nevada Deceptive Trade Practices Act, and 9 rescission. ECF No. 43. Route and Crypto Quo moved to strike the untimely MPSJ or, 10 alternatively, request a briefing schedule to ensure that there is sufficient time to respond to it. 11 ECF No. 44. That motion to strike is fully briefed. See Opp’n, ECF No. 49; Reply, ECF No. 51. 12 Also, on May 12th, Blockleaf filed an opposition to the defendants’ MPSJ. See Opp’n, ECF No. 48. 13 The defendants replied to Blockleaf’s opposition on May 23rd. See Reply, ECF No. 50. 14 II. Legal standard 15 Summary judgment is appropriate when the pleadings and admissible evidence “show 16 that there is no genuine issue as to any material fact and that the movant is entitled to judgment 17 as a matter of law.” Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986) (citing Fed. R. Civ. P. 56(c)). 18 At the summary-judgment stage, the court views all facts and

draws all inferences in the light 19 most favorable to the nonmoving party. *Kaiser Cement Corp. v. Fishbach & Moore, Inc.*, 793 F.2d 1100, 20 1103 (9th Cir. 1986). 21 Once the moving party satisfies Rule 56 by showing the absence of any genuine issue of 22 material fact, the burden shifts to the party resisting summary judgment to “set forth specific 23 facts showing that there is a genuine issue for trial.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 24 256 (1986); *Celotex*, 477 U.S. at 323. “To defeat summary judgment, the nonmoving party must 25 produce evidence of a genuine dispute of material fact that could satisfy its burden at trial.” 26 *Sonner v. Schwabe N. Am., Inc.*, 911 F.3d 989, 992 (9th Cir. 2018). 1 III. Discussion 2 A. The motion to strike the defendants’ motion for partial summary judgment is denied. 3 4 The court-ordered deadline to file dispositive motions was March 31, 2025. See Order, 5 ECF No. 32. Route, Crypto Quo, and Blockleaf filed MPSJs on that date. See ECF Nos. 39, 40.2 6 But the defendants did not file their MPSJ until April 21, 2025—i.e., twenty days late. See ECF

7 No. 43. In turn, Route and Crypto Quo moved to strike the defendants’ MPSJ due to its 8 untimeliness or, alternatively, for an order setting a briefing schedule. ECF No. 44. Then, 9 Blockleaf joined the motion to strike (ECF No. 47) and responded in opposition to the 10 defendants’ MPSJ (ECF No. 48). Finally, the defendants responded in opposition to Route’s 11 motion to strike (ECF No. 49) and replied to Blockleaf’s opposition to their MPSJ (ECF No. 50). 12 The court may strike a pleading that does not conform to the relevant local or federal 13 rules. See LR IA 10-1. “Unless the court orders otherwise, the time for filing a motion for summary 14 judgment is governed by Fed. R. Civ. P. 56(b).” LR 7-2(b). Parties may request to extend that 15 deadline by filing a motion or stipulation, per Local Rule 26-3. 16 Here, the defendants filed their MPSJ twenty days late—without requesting an 17 extension or explaining the reason for the delay. In opposition to the motion to strike, the 18 defendants contend that their untimely filing neither prejudiced the plaintiffs nor caused 19 unnecessary delay. See ECF No. 49. In doing so, the defendants use Blockleaf’s vigilance to cast 20 Route and Crypto Quo as the ones responsible for any unnecessary delays. *Id.* And they point to 21 the court’s management of the docket to justify disregarding the scheduling order. *Id.* 22 23 24 2 Blockleaf’s reply violates Local Rule IA 10-1(b) (requiring that documents be filed in searchable PDF, 25 not merely scanned). I remind Blockleaf, and the parties, that the court may strike any document, including ECF No. 45, that fails to comply with LR IA 10-1(b) or any other relevant rule. See LR IA 10-1(d) 26 (“The court may strike any document that does not conform to an applicable provision of these rules or any Federal Rule of Civil or Criminal Procedure.”). 1 Courts do not share the defendants’ relaxed attitude toward deadlines and scheduling 2 orders. Indeed, the Ninth Circuit has emphasized that “[a] scheduling order ‘is not a frivolous 3 piece of paper, idly entered, which can be cavalierly disregarded by counsel without peril.’” 4 *Johnson v. Mammoth Recreations, Inc.*, 975 F.2d 604, 610 (9th Cir. 1992) (quotation omitted). And it 5 has clarified that a “district court’s decision to honor the terms of its binding scheduling order 6 does not simply exalt procedural technicalities over the [case’s] merits.” *Id.* “Disregard of the 7 order would undermine the court’s ability to control its docket,

disrupt the agreed-upon course of the litigation, and reward the indolent and the cavalier.” *Id.*; see also *Wong v. Regents of Univ. of Cal.*, 941 F.3d 1052, 1060 (9th Cir. 2005) (recognizing that “deadlines are [to be] taken seriously by the parties, and the best way to encourage that is to enforce the deadlines”); *Janicki Logging Co. v. Mateer*, 42 F.3d 561, 566 (9th Cir. 1994) (noting that scheduling orders must “be taken seriously”). This case is an example of why scheduling orders are important: The court’s need to address defendants’ untimely motion contributes to delays in the court resolving other pending motions by having to resolve this motion to strike. However, the defendants’ attack to standing—which they set forth in their late MPSJ—fogs what would otherwise be clear grounds to strike their MPSJ for untimeliness. This is because “federal courts are required sua sponte to examine jurisdictional issues such as standing.” *B.C. v. Plumas Unified Sch. Dist.*, 192 F.3d 1260, 1264 (9th Cir. 1999); see also *Bender v. Williamsport Area Sch. Dist.*, 475 U.S. 534, 541 (1986). The court’s duty to examine standing applies to every case, as federal subject matter jurisdiction cannot exist in cases where standing is not present. See *Bernhardt v. Cnty. of Los Angeles*, 279 F.3d 862, 868 (9th Cir. 2002). Absent standing, the court lacks subject matter jurisdiction over the case and must therefore dismiss it. *Id.*; see also U.S. Const. art. III, § 1. Here, considering the unique circumstances, I decline to strike the defendants’ MPSJ. But I do not do so for the reasons set forth in the defendants’ opposition to the motion to strike. Rather, I do so because the defendants’ MPSJ rests on an attack to standing—a jurisdictional issue that this court is required to examine in every case. Stated otherwise, striking the defendants’ MPSJ does not strike this court’s duty to examine whether standing is present in this case. The only difference is that the examination would be done sua sponte, without considering the parties’ arguments on the matter. Thus, while I do not condone the defendants’ late filing or agree with their arguments, I find that striking their MPSJ would be futile. So, too, would ordering a briefing schedule, as I ultimately deny their MPSJ. In sum, I deny the motion to strike and decline to order a briefing schedule on the defendants’ MPSJ.

B. The defendants’ motion for partial summary judgment is denied. The defendants move for partial summary judgment on the claims for (1) breach of contract, (2) fraud/misrepresentation, (3) declaratory relief, (4) violation of the Deceptive Trade Practices Act, and (5) rescission. For these five claims, the defendants argue that the plaintiffs lack standing because they are not parties in interest to the contracts. I disagree. “Any inanimate entity,” such as a limited liability company, “must act through a human intermediary.” *Church of Scientology of Cal. v. U.S. Dep’t of Justice*, 612 F.2d 417, 427 (9th Cir. 1979).³ In the context of contracts, “[f]ailure of the officer signing a contract to add their title of office is not ordinarily fatal to the validity of a corporate contract.” *Trident Const. Corp. v. W. Elec., Inc.*, 776 P.2d 1239, 1242 (Nev. 1989) (holding that a corporate officer who signed a contract in his individual name is not personally liable where the circumstances, taken with the contract’s subject matter and the parties’ acts, show an intent to make a corporate contract). Here, Blockleaf is a party to the contracts because Leonard signed them on Blockleaf’s behalf—i.e.,

as a human intermediary of the LLC. This is so, despite the omission of Leonard's title of office with Blockleaf from the contracts, given the totality of circumstances. At the time 23 24 3 See, e.g., *Commodity Futures Trading Com v. Weintraub*, 471 U.S. 343, 348 (1985) (explaining that a corporation "cannot speak directly to its lawyers" or "waive the privilege when disclosure is in its best interest," so 25 "each of these actions must necessarily be undertaken by individuals empowered to act on behalf of the corporation"); *Palmer v. Pioneer Inn Assocs., Ltd.*, 59 P.3d 1237, 1240 (Nev. 2002) (noting that organizational 26 parties "must act through their directors and employees"); *Smith's Food & Drug Centers, Inc. v. Bellegarde*, 958 P.2d 1208, 1212 (Nev. 1998) ("It is well settled that a corporation can act only through its agents."). 1 of contracting, Leonard was Blockleaf's CEO. See Leonard's decl., Blockleaf's Ex. 1, ECF No. 39-1. 2 In E3's responses to Blockleaf's first set of requests for admission, it "[a]dmit[s] that E3 entered 3 two contracts with Blockleaf." ECF No. 39-5 at 3. Throughout its admissions, E3 refers to the 4 contracting party as Blockleaf—not Leonard. See generally ECF No. 39-5. 5 Further, in Leonard's communications with the defendants, he included his title as 6 "CEO, Blockleaf LLC" in his email signature. See, e.g., Blockleaf's Ex. 8-1, ECF No. 45-2 at 2; 7 Blockleaf's Ex. 8-5, ECF No. 45-6. The defendants have also expressly recognized that Leonard is 8 "the principal and person most knowledgeable for B[lockLeaf],"⁴ and that they knew that 9 Leonard had an ownership interest in Blockleaf at the time of contracting. Additionally, the 10 contracts' subject matter supports a finding that Leonard was signing them on Blockleaf's behalf 11 rather than personally. See Defs.' Ex. 2, ECF No. 39-5; ECF No. 39-1 at 3–4. This much is 12 bolstered by the fact that the defendants billed Blockleaf directly for their services under the 13 contracts. See, e.g., ECF No. 39-5; ECF No. 39-1 at 3–4. Thus, Blockleaf is a party to the contracts 14 and has standing to enforce their terms. 15 Even if Leonard signed the contracts in a personal capacity, Blockleaf would still have 16 standing as an intended third-party beneficiary to them. "Generally, an intended third-party 17 beneficiary is bound by the terms of a contract even if [they are] not a signatory." *Canfora v. Coast 18 Hotels & Casinos, Inc.*, 121 P.3d 599, 604–05 (Nev. 2005). "Whether an individual is an intended 19 third-party beneficiary, however, depends on the parties' intent, 'gleaned from reading the 20 contract as a whole in light of the circumstances under which it was entered.'" *Id.* (quotation 21 omitted). "To assert standing as a third-party beneficiary to a contract, a plaintiff must show (1) 22 a clear intent to benefit the third party, and (2) the third party's foreseeable reliance on the 23 agreement." *Boesiger v. Desert Appraisals, LLC*, 444 P.3d 436, 441 (Nev. 2019). 24 25 26 4 ECF No. 42 at 5. 1 Here, Blockleaf has standing based on a third-party beneficiary theory because the 2 undisputed evidence shows that the contracts were intended to benefit Blockleaf and that 3 Blockleaf foreseeably relied on them. The system was delivered to and remains upon Blockleaf's 4 Virginia property. See ECF No. 39-1 at 4. The defendants admit that E3's delivery of the system 5 was made pursuant to Blockleaf's request and that Blockleaf paid for it. ECF No. 39-5 at 5–6; 6 Blockleaf's Ex. 8-1, ECF No. 45-2 at 4 (billing Blockleaf); Blockleaf's Ex. 8-2, ECF No. 45-2 at 2 7 (same). And Leonard included his title as

Blockleaf's CEO in his email signature when discussing the transactions with the defendants. See, e.g., ECF No. 45-2 at 2; ECF No. 45-6. Thus, even if Leonard signed the contracts in his personal capacity, Blockleaf is still a party to them as an intended third-party beneficiary. For these reasons, Blockleaf has standing to the claims that the defendants seek summary judgment on. The same is true for Route and Crypto Quo, as the contracts were entered as part 13 of Blockleaf's joint venture with them. See *Pathland Dev. Corp. v. William Peccole 1982 Tr.*, 877 P.2d 14 1036, 1038 (Nev. 1994); *Radaker v. Scott*, 855 P.2d 1037, 1040–41 (Nev. 1993). Therefore, I deny the defendants' MPSJ in full. C. Blockleaf's motion for partial summary judgment on the breach of contract claim is granted. 17 18 Blockleaf argues that it is entitled to summary judgment on the breach of contract 19 because there is no genuine issue as to any material fact. See ECF No. 39 at 16–18. To prevail on a 20 breach of contract claim under Nevada law, the plaintiff must show (1) the contract's existence, 21 (2) the plaintiff's performance, (3) the defendant's breach, and (4) the breach's resulting 22 damages. See *Iliescu v. Reg'l Transp. Comm'n of Washoe Cnty.*, 522 P.3d 453, 458 (Nev. App. 2022). 23 "Whether a party has breached a contract and whether the breach is material are questions of 24 fact." *L.V. Sands, LLC v. Nehme*, 632 F.3d 526, 536 (9th Cir. 2011). 25 26 1 Here, the parties do not dispute that the contracts exist. See Ex. 1-1, ECF No. 39-1 (First 2 Contract); Ex. 1-2, ECF No. 39-2 (Second Contract). Nor do they dispute that the plaintiffs fully 3 paid E3 under the contracts. See Blockleaf's Ex. 6, ECF No. 39-9; Blockleaf's Ex. 7, ECF No. 39-10; 4 Leonard's dep., Defs.' Ex. C, ECF No. 42-4 at 47; Murdock's July 5, 2022 email, Blockleaf's Ex. 8-1 5 at 2. Finally, the parties do not dispute that the defendants did not fully perform under the 6 contracts. See ECF no. 39 at 5–17; ECF No. 42 at 3–7; Murdock's decl., ECF No. 42-1; Leonard's 7 dep., Defs.' Ex. C, ECF No. 42-4 at 119–29; Leonard's decl., Blockleaf's Ex. 1, ECF No. 39-1 8 (showing that the defendants provided broken tank lids); E3 NV's responses to Blockleaf's reqs 9 for admission, Blockleaf's Ex. 2, ECF No. 39-5 (showing that the defendant failed to provide fully 10 operational system). 11 However, the defendants argue that their partial performance does not constitute breach 12 because it was done at the plaintiffs' request. See ECF No. 42 at 4–6. To support their argument, 13 the defendants cite to Murdock's own declaration. Murdock decl., ECF No. 42-1. They also cite 14 to part of Leonard's deposition, where he stated that he would not be interested in the 15 defendants "send[ing] somebody out there" to get the system "operational within 30 days" 16 because he does not "trust Bill Murdock or the team at E3 to follow through on any promises." 17 Leonard's dep., Defs.' Ex. C, ECF No. 42-4 at 61–62. 18 Under Ninth Circuit precedent, Murdock's declaration alone is insufficient to create a 19 genuine dispute of material fact. See *Kennedy v. Applause, Inc.*, 90 F.3d 1477, 1481 (9th Cir. 1996) 20 (refusing "to find a 'genuine issue' where the only evidence presented is 'uncorroborated and 21 self-serving' testimony" (quoting *Villiarimo v. Aloha Island Air, Inc.*, 281 F.3d 1054, 1061 (9th Cir. 22 2002))). So, too, is Leonard's statement during his deposition, as it's merely a grievance which 23 has no bearing on the contracts' enforceability. Leonard's statement shows neither that the 24 defendants attempted to cure their breach nor that

Blockleaf rejected such an attempt. Rather, 25 Leonard's statement merely expresses his distrust toward the defendants due to their course of 26 performance under the contracts. This does not equate to an enforceable modification to the 1 contracts. See NRS 104.2508 (requiring sellers to notify buyers of their intention to cure or 2 substitute nonconforming tenders or deliveries within a reasonable time); NRS 104.2209 3 (requiring that contract modifications conform with the statute of frauds (NRS 104.2201) "if the 4 contract as modified is within its provisions"). Because there is no evidence showing that the 5 defendants complied with NRS 104.2508 or NRS 104.2209, there is no evidence of an enforceable 6 modification to the contracts. 7 In sum, Blockleaf has shown that it is entitled to judgment as a matter of law on the 8 breach of contract claim. And the defendants' self-serving declaration of Murdock, and 9 misrepresentation of Leonard's deposition, are insufficient to show that there is a genuine issue 10 of material fact. Therefore, I grant Blockleaf's MPSJ. 11 D. Route's motion for partial summary judgment on the unjust enrichment claim is denied as moot. 12 13 Route moves for summary judgment on the unjust enrichment claim. To prevail on an 14 unjust enrichment claim, the plaintiff must prove that (1) the plaintiff conferred a benefit on the 15 defendants, which the defendants appreciated; and (2) the defendants accepted the benefit and 16 retained it under circumstances making it inequitable to do so without paying the value thereof. 17 *Certified Fire Prot. Inc. v. Precision Constr.*, 283 P.3d 250, 257 (Nev. 2012). However, "an unjust 18 enrichment claim is not available when an express written contract exists." *Leasepartners Corp. v. 19 Robert L. Brooks Tr.* Dated Nov. 12, 1975, 942 P.2d 182, 187 (Nev. 1997). 20 Here, the competing motions for summary judgment confirm that the parties do not 21 dispute that they entered into the contracts, and thereafter, the defendants received 22 \$1,311,000.00 for the systems—\$832,000.00 of which was paid by Route and Crypto Quo. See 23 Patton's decl., Pls.' Ex. 1, ECF No. 40-1; Confirmation of Wire Payment, Pls.' Ex. 3, ECF No. 40-3; 24 Murdock dep., Pls.' Ex. 4, ECF No. 40-4; Leonard's dep., ECF No. 42-4 at 117 (conceding that 25 "[a]ll three tanks were delivered in the container"). The parties also do not dispute that the 26 defendants did not deliver a completely operational system. See Patton's decl., Ex. 1, ECF No. 40]} at \$9 11-12; Murdock dep., Pls." Ex. 4, ECF No. 40-4 at 7. Finally, the parties do not dispute that 2|| the defendants never refunded any portion of the payments made. See Patton's decl., Pls" Ex. 1, 3] ECF No. 40 at 9 13; Murdock dep., Pls.' Ex. 4, ECF No. 40-4 at 6. But because the transaction is governed by the contracts, the plaintiffs are not entitled to their unjust enrichment claim as a 5|| matter of law. 6 Because the contracts preclude the unjust enrichment claim, I deny Route Consultant's 7|| and Crypto Quo's motion for partial summary judgment as moot and sua sponte dismiss this 8} claim without prejudice. Conclusion 10 IT IS HEREBY ORDERED that Blockleaf's motion for partial summary judgment [ECF No. 39] is granted. 12 IT IS FURTHER ORDERED that Route Consultant's and Crypto Quo's motion for 13|| partial summary judgment [ECF No. 40] is denied as moot. The unjust enrichment claim is 14|| dismissed without prejudice. 15 IT IS FURTHER ORDERED that E3 NV and Murdock's motion for partial summary 16|| judgment [ECF No. 43] is denied. 17 IT IS FURTHER ORDERED that Route

Consultant's and Crypto Quo's motion to strike 18] [ECF No. 44] is denied. 19 The parties must appear for a status conference on December 22, 2025, at 10:30 a.m. in LV Courtroom 6B. /) 1
Dated: December 11, 2025 22 __f bkka—— Cristina Dt Silva 23 Unit dBates District Judge 24
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