

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

ROBERT JOSEPH GOTTLIEB, III,
INDIVIDUALLY,
Appellant,
vs.
HORIZON RIDGE DENTAL, LLC AND
ENCE DENTAL HOLDINGS, LLC,
Respondents.

No. 89995-COA

FILED

FEB 19 2026

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY *Elizabeth A. Brown*
DEPUTY CLERK

*ORDER AFFIRMING IN PART,
REVERSING IN PART AND REMANDING*

Robert Joseph Gottlieb, III, appeals from a district court order of dismissal in a contract and tort action, certified as final under NRCP 54(b). Eighth Judicial District Court, Clark County; Veronica Barisich, Judge.

Gottlieb filed a complaint in June 2024 against Christopher Goodman,¹ individually, and respondents Horizon Ridge Dental, LLC, and Ence Dental Holdings, LLC. Gottlieb alleged that in October 2021, he presented to Horizon Ridge Dental for dental care. Around that time, Gottlieb communicated with Goodman, a dentist who claimed he was the owner of Horizon Ridge Dental. Gottlieb discussed with Goodman about receiving dental implants due to his dental condition. The complaint

¹We note that Christopher Goodman is not a party to this appeal, and we direct the clerk of this court to amend the caption on this court's docket to conform with the caption on this order.

alleged that Goodman and Horizon Ridge Dental entered into a contract with Gottlieb to provide a proper set of dental implants in exchange for Gottlieb paying cash and providing automotive repair services to Goodman and employees of Horizon Ridge Dental. The complaint claimed that Gottlieb honored his obligations under the contract and paid Horizon Ridge Dental cash and provided automotive services to Goodman and employees/members of Horizon Ridge Dental in an amount in excess of \$15,000. In exchange, Goodman and Horizon Ridge Dental began the process of placing dental implants by removing all of Gottlieb's teeth and installing temporary implants from April 2022 until approximately June or July of 2022.

However, Gottlieb claimed that because the implants were designed to only be temporary, they began to degrade and fit poorly, causing him discomfort and serious pain. Gottlieb asserted that Goodman told him that his permanent dental implants were not ready due to a manufacturing delay, but when Gottlieb contacted the manufacturer directly in July or August 2022, he was informed that his permanent implants had not been ordered or paid for. When Gottlieb brought this to the attention of Horizon Ridge Dental and the principals of its owner, Ence Dental Holdings, in the fall of 2022, they denied that any contractual relationship existed. Thus, Gottlieb asserted claims for breach of contract, quantum meruit, intentional infliction of emotional distress (IIED), negligent infliction of emotional distress (NIED), and sought declaratory relief, specific performance, and exemplary/punitive damages.

Goodman did not respond to the complaint, and a clerk's default was entered against him. Respondents filed a motion to dismiss the complaint arguing that the gravamen of Gottlieb's complaint was rooted in professional negligence. Thus, respondents asserted that the applicable one-year statute of limitations under NRS 41A.097 barred Gottlieb's claims as at the latest, the statute of limitations ran on August 31, 2023, which was one year after the manufacturer informed Gottlieb that the implants had not been ordered or paid for, but Gottlieb did not file his complaint until June 2024. They further asserted that Gottlieb failed to provide a medical expert affidavit in compliance with NRS 41A.071. Alternatively, respondents argued that the individual contract claims were subject to dismissal on alternative grounds because the action was barred by the statute of frauds and Goodman lacked authority to contractually bind respondents. Moreover, respondents contended that exemplary/punitive damages were factually and legally unsupported. Gottlieb filed an opposition to the motion to dismiss, arguing that his claims were contract claims as opposed to tort claims, his claim for NIED survived under NRS 41A.100(1)(d)'s *res ipsa loquitur* exception, the action was not precluded by the statute of frauds, discovery had yet to be performed specifically as to Goodman's role with respondents, and exemplary/punitive damages were adequately pleaded.

Subsequently, the district court held a hearing on the motion and entered an order dismissing Gottlieb's complaint as to respondents. Specifically, the court found that Gottlieb's claims arose out of the provision of dental care and the alleged failure to use reasonable skill, care, or

knowledge in the provision of that dental care, and thus, the claims sounded in professional negligence and were subject to NRS 41A.097's statute of limitations. The court further found that the complaint was filed after the statute of limitations had run, and thus, was subject to dismissal. Regarding Gottlieb's claims for IIED and NIED against respondents, the court found that these claims did not qualify for a res ipsa loquitor exception under NRS 41A.100(1)(d) and were subject to dismissal. Regarding Gottlieb's request for punitive damages against respondents, the court found that the claims were inadequately pleaded and were subject to dismissal. Thus, the court dismissed respondents from the action with prejudice and certified that decision as final pursuant to NRCP 54(b). This appeal followed.

On appeal, Gottlieb asserts that the district court improperly dismissed his complaint against respondents as untimely pursuant to NRS 41A.097's statute of limitations for professional negligence actions because his claims sounded in contract, not professional negligence. Conversely, respondents argue that Gottlieb's allegations sounded in professional negligence because his injuries and damages occurred in the course of medical services rendered within a professional relationship. Thus, respondents assert that Gottlieb's complaint was properly dismissed as time-barred by the one-year statute of limitations set forth in NRS 41A.097(2) because he filed his complaint more than one year after he discovered his injuries in August 2022.

"We review a district court order granting a motion to dismiss de novo." *Zohar v. Zbiegien*, 130 Nev. 733, 736, 334 P.3d 402, 404 (2014). In

adjudicating a motion to dismiss, all factual allegations in the complaint are deemed as true and all inferences are drawn in the plaintiff's favor. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228, 181 P.3d 670, 672 (2008). A "complaint should be dismissed only if it appears beyond a doubt that [the plaintiff] could prove no set of facts, which, if true, would entitle [him] to relief." *Id.*

Professional negligence is "the failure of a provider of health care, in rendering services, to use the reasonable care, skill or knowledge ordinarily used under similar circumstances by similarly trained and experienced providers of health care." NRS 41A.015; *see also Limprasert v. PAM Specialty Hosp. of Las Vegas LLC*, 140 Nev., Adv. Op. 45, 550 P.3d 825, 829 (2024) (noting that NRS 41A.015's "definition suggests that a claim arising from services rendered within the course of the relationship between a patient and a health care provider sounds in professional negligence."). NRS 41A.097(2) requires claims for professional negligence occurring on or after October 1, 2002, and before October 1, 2023, to be filed "within one year of the injury's discovery and three years of the injury date," whichever occurs first. *See Engelson v. Dignity Health*, 139 Nev. 578, 584, 542 P.3d 430, 437 (Ct. App. 2023).

Here, Gottlieb's causes of action for IIED and NIED alleged that Gottlieb presented to respondents for dental implants and respondents began the process of placing implants by removing all of Gottlieb's teeth and installing temporary implants. Over time, the temporary implants began to degrade and to fit poorly, causing Gottlieb pain and suffering. Gottlieb asserted that Goodman told him that his permanent dental implants were

not ready due to a manufacturing delay, but when Gottlieb contacted the manufacturer directly in July or August, he was informed that his permanent implants had not been ordered or paid for. Because Gottlieb's claims essentially allege respondents' conduct was negligent or outrageous given his condition and these allegations arise from services rendered within the course of the relationship between a patient and healthcare provider and relate to a "breach of duty involving medical judgment, diagnosis, or treatment," the allegations sounded in professional negligence. *Szymborski v. Spring Mountain Treatment Ctr.*, 133 Nev. 638, 642, 403 P.3d 1280, 1284 (2017) ("Allegations of [a] breach of duty involving medical judgment, diagnosis, or treatment indicate that a claim is for [professional negligence]."); *see also Limprasert*, 140 Nev., Adv. Op. 45, 550 P.3d at 829. Thus, we conclude the NIED and IIED claims were properly construed as sounding in professional negligence. As a result, these claims were properly dismissed due to Gottlieb's undisputed failure to comply with NRS 41A.097(2)'s statute of limitations because he filed his complaint in June 2024, which was more than one year after he discovered his injuries in August 2022.

Nevertheless, although certain of Gottlieb's allegations sounded in professional negligence, as reflected above, his complaint also alleged claims that sounded in contract. *See Otak Nev., LLC v. Eighth Jud. Dist. Ct.*, 129 Nev. 799, 809, 312 P.3d 491, 498-99 (2013) (explaining that this court analyzes "a claim according to its substance"); *State Farm Mut. Auto. Ins. Co. v. Wharton*, 88 Nev. 183, 186, 495 P.2d 359, 361 (1972) (explaining that the appellate courts look to the nature of grievance rather

than the form of the pleadings when determining the character of the action). Specifically, Gottlieb's complaint asserted that he entered into an agreement with respondents to receive dental implants. And while Gottlieb provided cash payments and the provision of automotive services for which he was to receive dental implants, respondents stopped performance by virtue of not ordering the permanent replacement implants for production. Because these allegations indicate that respondents breached a contractual agreement with Gottlieb and Gottlieb sought economic damages due to respondents' failure to perform, they do not relate to the breach of a duty involving medical judgment, diagnosis, or treatment. Thus, we conclude Gottlieb's claims for breach of contract and quantum meruit do not sound in professional negligence. *See Iliescu v. Reg'l Transp. Comm'n of Washoe Cnty.*, 138 Nev. 741, 746, 522 P.3d 453, 458 (Ct. App. 2022) ("To prevail on a claim for breach of contract, the plaintiff must establish (1) the existence of a valid contract, (2) that the plaintiff performed, (3) that the defendant breached, and (4) that the breach caused the plaintiff damages."); *see also Limprasert*, 140 Nev., Adv. Op. 45, 550 P.3d at 829; *Szymborski*, 133 Nev. at 642, 403 P.3d at 1284. As a result, we reverse the district court's dismissal of his breach of contract claim and quantum meruit claim against respondents and remand this matter for further proceedings as to these claims.² However, as discussed above, we affirm the district court's dismissal of all of Gottlieb's other claims as to respondents.

²Because specific performance and declaratory relief are available remedies for Gottlieb's contract claims, the district court erred insofar as it

Furthermore, Gottlieb argues that he adequately pleaded his demand for punitive damages. Respondents assert that Gottlieb's claim for punitive damages was properly dismissed as to respondents because such a claim is a remedy rather than a standalone cause of action, and Gottlieb had no viable causes of action against respondents to support an award of punitive damages. Thus, respondents argue that upon dismissal of Gottlieb's other causes of action, his claim for punitive damages was untethered from any viable claim that could support an award of punitive damages.

As explained by the Nevada Supreme Court, “[p]unitive damages are not available on the count for breach of contract and are precluded in the absence of compensatory damages for the claim sustaining the punitive award.” *S.J. Amoroso Constr. Co. v. Lazovich & Lazovich*, 107 Nev. 294, 298, 810 P.2d 775, 777 (1991); *see also Ins. Co. of the W. v. Gibson Tile Co.*, 122 Nev. 455, 464, 134 P.3d 698, 703 (2006) (providing that punitive damages are generally not available for breach-of-contract claims); NRS 42.005(1) (providing that punitive damages may be awarded “in an action for the breach of an obligation not arising from contract, where it is proven by clear and convincing evidence that the defendant has been guilty

dismissed his requests for the same. *See* 81A C.J.S *Specific Performance* § 1 (2025) (“Specific performance is an extraordinary equitable remedy which may be sought to compel the performance of a contract on the terms agreed on provided that the plaintiff has no adequate remedy at law for breach of contract.”); *see also* NRS 30.030 (“Courts of record . . . shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed.”).

of oppression, fraud or malice, express or implied”). Because Gottlieb’s breach of contract and quantum meruit claims are the only viable claims and punitive damages are generally not available in contract actions, *see id.*, Gottlieb is not entitled to relief with respect to his request for punitive damages.

Accordingly, we

ORDER the judgment of the district court AFFIRMED IN PART AND REVERSED IN PART AND REMAND this matter to the district court for proceedings consistent with this order.³



_____, C.J.
Bulla



_____, J.
Gibbons



_____, J.
Westbrook

³Insofar as Gottlieb raises other arguments that are not specifically addressed in this order, we have considered the same and conclude they do not present a basis for relief or need not be reached given the disposition of this appeal.

cc: Hon. Veronica Barisich, District Judge
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