

JUN 10 2009

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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

ROBERT BENHABIB, an individual,

Plaintiff - Appellant,

v.

HUGHES ELECTRONICS
CORPORATION, a Delaware corporation;
et al.,

Defendants - Appellees.

No. 08-55599

D.C. No. 2:04-cv-00095-ODW-
VBK

MEMORANDUM*

Appeal from the United States District Court
for the Central District of California
Otis D. Wright, District Judge, Presiding

Argued and Submitted June 1, 2009
Pasadena, California

Before: W. FLETCHER, CLIFTON and M. SMITH, Circuit Judges.

Plaintiff-Appellant Robert Benhabib appeals the district court's grant of judgment as a matter of law in favor of Defendants-Appellees Hughes Electronics Corporation and Hughes Network Systems, Inc. (Hughes). We have jurisdiction

* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

under 28 U.S.C. § 1291, and we affirm. Because the parties are familiar with the facts, we do not recount them here except as necessary to explain our decision.

Benhabib failed to produce sufficient evidence that the parties had a meeting of the minds regarding the terms of the alleged implied contract. *See Guz v. Bechtel Nat'l Inc.*, 8 P.3d 1089, 1101 (Cal. 2000). Even assuming the existence of an implied contract, however, Benhabib was not entitled to enhanced benefits because no “change of control,” as defined in the brief contractual language the parties seem to have agreed upon, occurred until after his termination.

Benhabib similarly failed to provide sufficient evidence of pretext in response to Hughes’ bona fide business reasons for terminating him. *Hicks v. KNTV Television, Inc.*, 73 Cal. Rptr. 3d 240, 249 (Cal. Ct. App. 2008).

Finally, even if the district court erred in its various evidentiary rulings, any error did not affect the outcome of the case. *See In re First Alliance Mortgage Co.*, 471 F.3d 977, 999 (9th Cir. 1995).

AFFIRMED.