

FILED

Electronically
10-30-2013:04:35:39 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4103813

1 **2610**

2 ROBERT A. DOTSON, ESQ.

3 Nevada State Bar No. 5285

4 rdotson@laxalt-nomura.com

5 ANGELA M. BADER, ESQ.

6 Nevada State Bar No. 5574

7 abader@laxalt-nomura.com

8 LAXALT & NOMURA, LTD.

9 9600 Gateway Drive

10 Reno, Nevada 89521

11 Tel: (775) 322-1170

12 Fax: (775) 322-1865

13 Attorneys for Plaintiff

Electronically Filed
Nov 06 2013 10:13 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

14 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

15 **IN AND FOR THE COUNTY OF WASHOE**

16 GOLDEN ROAD MOTOR INN, INC., a Nevada
17 Corporation, d/b/a ATLANTIS CASINO
18 RESORT SPA

Case No.: CV12-01171

Dept No.: B7

19 Plaintiff,

20 vs.

21 SUMONA ISLAM, an individual; MEI-GSR
22 HOLDINGS LLC, a Nevada limited liability
23 company, d/b/a GRAND SIERRA RESORT;
24 ABC CORPORATIONS; XYZ
25 PARTNERSHIPS; AND JOHN DOES I through
26 X, inclusive.

27 Defendants.

28 **NOTICE OF APPEAL**

Pursuant to NRAP 4, notice is hereby given that the Plaintiff, GOLDEN ROAD MOTOR INN, INC., by and through its counsel, Laxalt & Nomura, Ltd., hereby appeals to the Supreme Court of the State of Nevada from the decision of this Court set forth in the *FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER* entered August 26, 2013, which the Notice of Entry occurred on October 1, 2013, and the *FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT* entered September 27, 2013, which the Notice of Entry occurred on October 1, 2013, representing, collectively, the decision of this Court following the trial

1 concluded on July 18, 2013. Copies of the *NOTICE OF ENTRY OF FINDINGS OF FACT AND*
2 *CONCLUSIONS OF LAW AND ORDER*, which includes a judgment, and the *NOTICE OF*
3 *ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT*, are
4 attached hereto as Exhibits 1 and 2, respectively.

5 **Affirmation Pursuant to NRS 239B.030**

6 The undersigned does hereby affirm that the preceding document does not contain the
7 social security number of any person.

8 Dated this 30 day of October, 2013.

9 LAXALT & NOMURA, LTD.

10 
11 _____

12 ROBERT A. DOTSON

13 Nevada State Bar No. 5285

14 ANGELA M. BADER

15 Nevada State Bar No. 5574

16 9600 Gateway Drive

17 Reno, Nevada 89521

18 (775) 322-1170

19 Attorneys for Plaintiff

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of LAXALT &
3 NOMURA, LTD., and that on this date, I caused to be served a true and correct copy of the
4 foregoing by:

- 5 ☒ (BY MAIL) on all parties in said action, by placing a true copy thereof enclosed
6 in a sealed envelope in a designated area for outgoing mail, addressed as set forth
7 below. At the Law Offices of Laxalt & Nomura, mail placed in that designated
8 area is given the correct amount of postage and is deposited that same date in the
9 ordinary course of business, in a United States mailbox in the City of Reno,
10 County of Washoe, Nevada.
- 11 ☐ By electronic service by filing the foregoing with the Clerk of Court using the E-
12 Flex system, which will electronically mail the filing to the following individuals.
- 13 ☐ (BY PERSONAL DELIVERY) by causing a true copy thereof to be hand
14 delivered this date to the address(es) at the address(es) set forth below, where
15 indicated.
- 16 ☐ (BY FACSIMILE) on the parties in said action by causing a true copy thereof to
17 be telecopied to the number indicated after the address(es) noted below.
- 18 ☐ Reno/Carson Messenger Service.
- 19 ☒ By email to the email addresses below.

20 addressed as follows:

21 Steven B. Cohen, Esq.
22 Stan Johnson, Esq.
23 Terry Kinnally, Esq.
24 Cohen-Johnson, LLC
25 255 E. Warm Springs Rd, Ste 100
26 Las Vegas, NV 89119

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, NV 89509
mwray@markwraylaw.com

scohen@cohenjohnson.com
sjohnson@cohenjohnson.com
tkinnally@cohenjohnson.com

27 DATED this 30 day of October, 2013.

28 
L. MORGAN BOGUMIL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Notice of Entry of Findings of Fact and Conclusions of Law and Order	22
2	Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	13

FILED

Electronically

10-30-2013:04:35:39 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 4103813

EXHIBIT 1

EXHIBIT 1

1 **2540**
2 ROBERT A. DOTSON, ESQ.
3 Nevada State Bar No. 5285
4 rdotson@laxalt-nomura.com
5 ANGELA M. BADER, ESQ.
6 Nevada State Bar No. 5574
7 abader@laxalt-nomura.com
8 LAXALT & NOMURA, LTD.
9 9600 Gateway Drive
10 Reno, Nevada 89521
11 Tel: (775) 322-1170
12 Fax: (775) 322-1865
13 Attorneys for Plaintiff

9 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

10 IN AND FOR THE COUNTY OF WASHOE

11 GOLDEN ROAD MOTOR INN, INC., a Nevada
12 Corporation, d/b/a ATLANTIS CASINO
13 RESORT SPA

Case No.: CV12-01171

Dept No.: B7

14 Plaintiff,

15 vs.

16 SUMONA ISLAM, an individual; MEI-GSR
17 HOLDINGS LLC, a Nevada limited liability
18 company, d/b/a GRAND SIERRA RESORT;
19 ABC CORPORATIONS; XYZ
20 PARTNERSHIPS; AND JOHN DOES I through
21 X, inclusive.

22 Defendants.

23 **NOTICE OF ENTRY OF FINDINGS OF**
24 **FACT AND CONCLUSIONS OF LAW AND ORDER**

25 PLEASE TAKE NOTICE, that a Findings of Fact and Conclusions of Law and Order
26 was entered on August 26, 2013. A copy of said Findings of Fact and Conclusions of Law and
27 Order is attached hereto as Exhibit 1.
28

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Affirmation Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated this 1 day of October, 2013.

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON

Nevada State Bar No. 5285

ANGELA M. BADER

Nevada State Bar No. 5574

9600 Gateway Drive

Reno, Nevada 89521

(775) 322-1170

Attorneys for Plaintiff

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of LAXALT &
3 NOMURA, LTD., and that on this date, I caused to be served a true and correct copy of the
4 foregoing by:

- 5 ☒ (BY MAIL) on all parties in said action, by placing a true copy thereof enclosed
6 in a sealed envelope in a designated area for outgoing mail, addressed as set forth
7 below. At the Law Offices of Laxalt & Nomura, mail placed in that designated
8 area is given the correct amount of postage and is deposited that same date in the
9 ordinary course of business, in a United States mailbox in the City of Reno,
10 County of Washoe, Nevada.
- 11 ☒ By electronic service by filing the foregoing with the Clerk of Court using the E-
12 Flex system, which will electronically mail the filing to the following individuals.
- 13 ☐ (BY PERSONAL DELIVERY) by causing a true copy thereof to be hand
14 delivered this date to the address(es) at the address(es) set forth below, where
15 indicated.
- 16 ☐ (BY FACSIMILE) on the parties in said action by causing a true copy thereof to
17 be telecopied to the number indicated after the address(es) noted below.
- 18 ☐ Reno/Carson Messenger Service.
- 19 ☒ By email to the email addresses below.

20 addressed as follows:

21 Steven B. Cohen, Esq.
22 Stan Johnson, Esq.
23 Terry Kinnally, Esq.
24 Cohen-Johnson, LLC
25 255 E. Warm Springs Rd, Ste 100
26 Las Vegas, NV 89119

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, NV 89509

mwray@markwraylaw.com

scohen@cohenjohnson.com
sjohnson@cohenjohnson.com
tkinnally@cohenjohnson.com

27 DATED this 18 day of October, 2013.

28 
L. MORGAN BOGUMIL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Findings of Fact and Conclusions of Law and Order	17

EXHIBIT 1

FILED
Electronically
10-01-2013:02:40:57 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4034875

EXHIBIT 1

1 ROBERT A. DOTSON, ESQ.

2 Nevada State Bar No. 5285

3 rdotson@laxalt-nomura.com

4 ANGELA M. BADER, ESQ.

5 Nevada State Bar No. 5574

6 abader@laxalt-nomura.com

7 LAXALT & NOMURA, LTD.

8 9600 Gateway Drive

9 Reno, Nevada 89521

10 Tel: (775) 322-1170

11 Fax: (775) 322-1865

12 Attorneys for Plaintiff

13
14 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

15 **IN AND FOR THE COUNTY OF WASHOE**

16 GOLDEN ROAD MOTOR INN, INC., a Nevada
17 Corporation, d/b/a ATLANTIS CASINO
18 RESORT SPA

Case No.: CV12-01171

Dept No.: B7

19 Plaintiff,

20 vs.

21 SUMONA ISLAM, an individual; MEI-GSR
22 HOLDINGS LLC, a Nevada limited liability
23 company, d/b/a GRAND SIERRA RESORT;
24 ABC CORPORATIONS; XYZ
25 PARTNERSHIPS; AND JOHN DOES I through
26 X, inclusive.

27 Defendants.

28 **PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER**

29 This matter came on for a non-jury trial on July 1, 2013 before the Court, Honorable
30 Patrick Flanagan, District Judge, presiding. The Court heard evidence for 9 days and the
31 arguments of counsel on the 10th day of trial. The Court, having carefully considered all of the
32 exhibits in evidence, the testimony of the witnesses, trial statements of the parties, and the
33 arguments of counsel, hereby issues the following Findings of Fact and Conclusions of Law:

34 ///

35 ///

36 ///

Findings of Fact

1. On or about April 15, 2008, ISLAM became an employee of the Golden Road Motor Inn, Inc., dba Atlantis Casino Resort Spa ("ATLANTIS").

2. On April 15, 2008, ISLAM executed the ATLANTIS Online System User Agreement ("Online System User Agreement"). Among other terms, the Online System User Agreement prohibits unauthorized downloading or uploading of software and information.

3. On April 15, 2008, in conjunction with her employment with ATLANTIS, ISLAM also executed an agreement with ATLANTIS concerning its Business Ethics Policy and Code of Conduct Acknowledgement and Conflicts of Interest Statement. This agreement ("Business Ethics Policy"), was again signed by ISLAM on January 23, 2009, February 26, 2010 and January 19, 2011. This policy in section 3.1 identifies confidential information as all nonpublic information regarding the company's operation and business activities and those of its customers and suppliers. Nonpublic means any information that is not officially disclosed through means such a press releases or other forms of publication, where it is not common knowledge. Section 4.4 prohibits the disclosure of inside information to persons outside the company or other persons within the company who are not authorized to receive such information. Pursuant to the terms of the Business Ethics Policy, ISLAM agreed not to disclose confidential information including customer lists or customer information (such as player tracking or club information) to any unauthorized persons, either during or after her termination, and not to take any documents or records belonging to ATLANTIS after her departure. She also agreed not to profit from confidential information of ATLANTIS. ISLAM's agreement to the terms of this contract was a condition of her employment with ATLANTIS.

4. On April 15, 2008, in conjunction with commencing her employment with ATLANTIS, ISLAM executed the ATLANTIS Company Policy regarding Company Property, Proprietary Information, and Trade Secrets (hereinafter referred to as "Trade Secret Agreement"). This agreement, including any updates, was again signed by ISLAM on January 23, 2009, February 26, 2010 and January 19, 2011. This agreement provides that any improper

1 use or dissemination of ATLANTIS intellectual property is a breach of the policy and may be a
2 violation of state and federal trade secrets laws and also warns that such violation is punishable
3 both civilly and criminally.

4 5. ISLAM was hired to be an Executive Casino Host at ATLANTIS. When she
5 was hired, she was under a contractual obligation to her former employer, Harrah's, which
6 prohibited her from working in a same or similar position within six months after separation
7 from employment at Harrah's. In order to honor this obligation, ATLANTIS placed her in the
8 position of concierge manager. She worked in the hotel side of the operation of the
9 ATLANTIS and not in the gaming side of the operation until the expiration of the six month
10 restriction imposed by her agreement with Harrah's. Thereafter, she was transferred to the
11 gaming operation and began her employment as a host.

12 6. When ISLAM began to work as a host at ATLANTIS, she brought with her
13 what she claimed to be her personal book of trade. ISLAM has identified Exhibits 75 and 80
14 as her book of trade.

15 7. Steve Ringkob, indeed almost every witness, testified that there were certain
16 items that hosts were entitled to take with them from property to property and that a host's
17 book of trade is the host's property and "nothing is wrong with her taking this information
18 wherever she goes." However, he also testified that the player's gaming history and tracking at
19 the ATLANTIS would become proprietary information.

20 8. Although the term "casino host book of trade" has been defined variously, it has
21 generally been defined as those names and contact information of guests with whom the host
22 has developed relationships through their own efforts. Ringkob defined it as those guests with
23 whom the host has developed a relationship and it was not information coming from the casino.

24 9. The evidence is clear that ISLAM intentionally downloaded, by hand copying
25 from the ATLANTIS computer screen, players' names, contact information, level of play,
26 game preferences and other proprietary information from the ATLANTIS Casino's, casino
27 management system, Patron Management Program.

28

1 10. On February 26, 2010, ISLAM signed a Non-Compete/Non-Solicitation
2 Agreement with ATLANTIS ("Non-Compete Agreement"). Pursuant to the terms of the Non-
3 Compete Agreement, ISLAM agreed that she would not, without the prior written consent of
4 ATLANTIS, be employed by, in any way affiliated with, or provide services to any gaming
5 operation located within 150 miles of ATLANTIS for a cooling off period of one year after the
6 date that the employment relationship between she and the ATLANTIS ended.

7 11. During ISLAM'S employment at ATLANTIS, she had access to and worked
8 with highly sensitive trade secrets and proprietary and confidential information of the
9 ATLANTIS. This information included customer and guest lists, customer information and
10 data including player contact information, tracking and club information, guest preferences and
11 gaming tendencies of the guests. This information included not just the information for guests
12 assigned to her, but also information for guests assigned to other hosts.

13 12. Before and during ISLAM'S employment, ATLANTIS undertook significant
14 precautions to maintain the secrecy of its confidential information. These efforts included
15 disabling USB ports in the computers at ATLANTIS, not providing or allowing printers, and
16 monitoring all emails that are sent to recipients off property.

17 13. Despite the precautions taken to protect ATLANTIS' confidential trade secret
18 information, during her employment at ATLANTIS ISLAM copied guest information by hand
19 from the screen of the ATLANTIS computer onto spiral note pads. Ms. ISLAM, in her
20 handwritten notes in spiral notebooks, which she identified as hers, copied players' names,
21 contact information and also the designation of whether or not they played table games or slots.
22 The information copied had the notation of the guests' marker information, for purposes of
23 knowing what their credit limit was. Some notations included information regarding previous
24 gaming results and losses incurred by that player. This is information Ms. ISLAM testified that
25 she wrote down from the ATLANTIS computer. A copy of some of those spirals is found in
26 Exhibit 80.

27 14. Ms. ISLAM testified that in the fall of 2011, she was becoming dissatisfied with
28 her employment at the ATLANTIS. She testified that she had not been given a raise, that she

1 had only been given one bonus and not the quarterly bonuses that she states were promised to
2 her, she felt isolated in her interpersonal relationships with other employees at the ATLANTIS
3 and she had come to a point in her career where she believed that if she was ever going to make
4 more money, she would have to seek employment elsewhere.

5 15. The evidence is that on or around October, Ms. ISLAM learned from Ms.
6 Antonetti that the Grand Sierra Resort ("GSR") was hiring new employees. Through an online
7 application, ISLAM applied for and interviewed with the GSR to obtain a position as a host.

8 16. At about that time, Ms. ISLAM asked Mr. DeCarlo for a copy of her Non-
9 Compete Agreement with the ATLANTIS.

10 17. Sometime in December and January, two interviews took place. The first was
11 with Ms. Hadley, at the GSR. Ms. Hadley testified that she was impressed with Ms. ISLAM.
12 She testified she did not ask for ISLAM's book of business at that time.

13 18. A second interview was arranged between ISLAM and Hadley and Flaherty of
14 the GSR. At that time, a more in-depth discussion took place relative to Ms. ISLAM's book of
15 business. Mr. Flaherty testified and it's confirmed by the transcript of a subsequent interview
16 that he told Ms. ISLAM not to bring anything from the ATLANTIS to the GSR, to bring
17 nothing, but herself and her relationships.

18 19. During the course of the interview process, ISLAM and representatives of GSR
19 discussed the fact that ISLAM was subject to an agreement restricting her employment with a
20 competitor of ATLANTIS and ISLAM provided GSR with a copy of the Non-Compete
21 Agreement. This conduct is consistent with ISLAM's testimony of her behavior when applying
22 for the position with the ATLANTIS. She testified that she provided a copy of the Harrah's
23 Non-Compete to the ATLANTIS prior to their offering of employment to her.

24 20. The testimony is that GSR then passed the ATLANTIS Non-Compete
25 Agreement to its legal counsel. Legal counsel apparently reviewed that and gave the green
26 light to hire Ms. ISLAM.

1 21. Ms. ISLAM was concerned that ATLANTIS would initiate litigation against her
2 and sought assurances that GSR would provide legal representation to her should there be
3 litigation over the Non-Compete. GSR agreed.

4 22. ISLAM terminated her employment as an Executive Casino Host with the
5 ATLANTIS on January 19, 2012 and accepted an offer with GSR as an Executive Casino Host
6 on the same day.

7 23. ISLAM began work at GSR at the end of January, 2012.

8 24. The ATLANTIS alleges that soon after ISLAM terminated her employment,
9 ATLANTIS employees discovered that ISLAM had falsely modified, destroyed, falsely
10 changed and/or sabotaged confidential, proprietary, trade secret information of ATLANTIS,
11 including customer data belonging to the ATLANTIS on its online system to her benefit and
12 the benefit of GSR and to the detriment of ATLANTIS.

13 25. The evidence adduced in this matter by Ms. ISLAM herself and other witnesses
14 of the Plaintiff is that Ms. ISLAM did change the addresses, telephone number and/or the email
15 addresses of guests that had been coded to her in the ATLANTIS' casino customer or guest
16 database.

17 26. The evidence shows that shortly after Ms. ISLAM left the employ of the
18 ATLANTIS, the guests who had been assigned to her at the ATLANTIS were distributed
19 amongst the remaining ATLANTIS hosts who attempted to contact those guests to maintain
20 and establish a continued relationship with the ATLANTIS. Shortly thereafter, those hosts
21 reported difficulty, indeed inability to contact the guests. It quickly became apparent that the
22 contact information had been sabotaged. ATLANTIS staff testified that they restored old
23 copies of the Patron Management data to a location in the computer system where the auditors
24 could access the information and the information was restored to the Patron Management
25 Program, the guest marketing database, in a relatively short period of time.

26 27. Additionally, the evidence showed that none of the information was changed in
27 the LMS database, which is the database known as the Lodging Management System that
28 controls the hotel operations.

1 28. ISLAM testified that she did not show either Ms. Hadley or Mr. Flaherty the
2 spiral notebooks which contained the information she had wrongfully taken from the
3 ATLANTIS' database. Nevertheless, after her employment by the GSR began, Ms. ISLAM
4 began to input that information, the information taken from the ATLANTIS and contained on
5 the spiral notebooks, into the GSR database.

6 29. The testimony from the GSR representatives is that the database fields accessed
7 and completed by ISLAM are limited. They restrict the information that a host could input to
8 name, address, telephone number and contact information. There are no fields for a host to
9 themselves input information regarding a player's gaming history, level of play or preference of
10 game.

11 30. Both Ms. Hadley and Mr. Flaherty testified they never saw the spiral notebooks
12 containing the information ISLAM had wrongfully taken from the ATLANTIS' database.

13 31. After the database sabotage was discovered by the ATLANTIS, ATLANTIS'
14 general counsel, Debra Robinson, wrote a letter to GSR advising them that Ms. ISLAM was
15 subject to a Non-Compete, Non-Disclosure Agreement and that she may have confidential
16 information and ATLANTIS demanded the GSR cease and desist from the use of that
17 information and return it forthwith.

18 32. In response to the cease and desist letter from ATLANTIS to the GSR and Ms.
19 ISLAM relating to the ATLANTIS' concerns about ISLAM's employment, the counsel for the
20 GSR sent a letter rejecting the assertions of the ATLANTIS and essentially maintaining that
21 there was nothing confidential or proprietary that had been acquired by GSR and that all
22 information provided by Ms. ISLAM came from her own personal relationships and her book
23 of business.

24 33. The ATLANTIS reasonably initiated litigation.

25 34. On April 27, 2012, ATLANTIS filed its Complaint for relief with seven causes
26 of action.

27 35. On May 9, 2012, this Court, through its sister Department, entered a Temporary
28 Restraining Order barring Ms. ISLAM from any employment with GSR. That Order was

1 extended by Order of this Court dated July 5, 2012 which also applied to GSR. Thereafter, the
2 parties stipulated to a Preliminary Injunction ending this case pending the case's resolution.

3 36. To the extent appropriate and to give intent to this order, any finding of fact
4 should be found to be a conclusion of law. Similarly, to the extent appropriate any conclusion
5 of law shall be deemed a finding of fact.

6 CONCLUSIONS OF LAW

7 Breach of Contract -- Online Systems User Agreement, Business Ethics Policy, Trade
8 Secrets Agreement as to ISLAM

9
10 1. The elements for establishing a breach of contract claim are: (1) A valid and
11 existing contract was entered into between Plaintiff and Defendant; (2) Plaintiff performed or
12 was excused from performance of the contract; (3) Defendant breached; and (4) Plaintiff
13 sustained damages as a result of the breach. *Reichert vs. General Insurance Co. of Amer.*, 68
14 Cal. 2d 822, 69 Cal. Rptr. 321, 442 P.2d 377 (1968); *Marwan Ahmed Harara vs. Conoco*
15 *Phillips Co.*, 375 F. Supp. 2d 905, 906 (9th Cir. 2005).

16 2. In order to succeed on a breach of contract claim in Nevada, a plaintiff must
17 show "(1) the existence of a valid contract, (2) a breach by the defendant, and (3) damage as a
18 result of the breach." *Saini v. Int'l Game Tech.*, 434 F. Supp. 2d 913, 919-920 (D. Nev. 2006),
19 citing *Richardson v. Jones*, 1 Nev. 405, 405 (1865).

20 3. In its first cause of action the Plaintiff alleges the violation of three contracts.
21 These are the Online User Agreement, the Business Ethics Policy, and the Trade Secrets
22 Agreement. These agreements were signed by Defendant ISLAM and a representative of
23 Plaintiff, ATLANTIS. This Court finds that these are valid contracts. The Court further finds
24 that the Defendant ISLAM breached these contracts.

25 4. Based upon the fact that ISLAM downloaded players' names, contact
26 information, level of play, game preferences and other proprietary information from the
27 ATLANTIS Casino's, casino management system, Patron Management Program, the Court
28 finds that she has breached these contracts and that the ATLANTIS has suffered damages as a

1 result of the breach. Consequently, the Court finds in favor of the Plaintiff and against
2 Defendant Sumona ISLAM on the first cause of action.

3 5. The Court finds that damages should be awarded in favor of ATLANTIS and
4 against ISLAM on this claim. These are made up of compensatory damages of \$10,941 plus an
5 additional \$2,119 to repair the database, totaling \$13,060.

6 **Breach of Contract—Non-Compete Agreement as to ISLAM**

7 6. The Non-compete/Non-solicitation Agreement was signed by ISLAM and a
8 representative of ATLANTIS in 2010. The law presumes that all parties have the freedom to
9 contract and establish the terms of employment between themselves. However, restrictive
10 covenants are not favored in the law. The determination of the validity of such a contract as
11 written is governed by whether or not it imposes upon the employee any greater restraint than
12 is reasonably necessary to protect the business and the goodwill of the employer.

13 7. A restraint of trade is unreasonable if it is greater than that required to protect
14 the person for whose benefit the restraint is imposed or imposes an undue hardship on the
15 person restricted. *Hansen v. Edwards*, 83 Nev. 189, 426 P.2d 792 (1967). *See also, Jones v.*
16 *Deeter*, 112 Nev. 291, 294, 913 P.2d 1272, 1274 (1996).

17 8. The public has an interest in seeing that competition is not unreasonably limited
18 or restricted.

19 9. In the instant matter, this Court finds that the term restricting employment for a
20 period of one year is reasonable and necessary to protect the interests of the ATLANTIS.

21 10. This Court finds that the term restricting employment within 150 miles from
22 ATLANTIS is reasonable. It encompasses the markets of Sacramento and the evidence
23 supports the threat that Thunder Valley and indeed other Northern California casinos pose to
24 the casinos of Northern Nevada.

25 11. The Court finds, however, that the total exclusion from employment with a
26 competitor is unreasonable. This Court finds that excluding the employment of an individual
27 such as Ms. ISLAM, who has attempted to create a career in this industry from any role in any
28 casino in any capacity is an unreasonable restraint on her and it imposes an undue hardship on

1 Ms. ISLAM and it is a restraint that is greater than that required for the protection of the person
2 for whose benefit the restraint is imposed, the ATLANTIS. Therefore, the Court finds the
3 Non-Competition contract unenforceable and dismisses the second cause of action related to
4 breach of that contract.

5 **Conversion of Property as to ISLAM**

6 12. The elements of conversion are that a defendant exercises an act of dominion
7 wrongfully exerted over the personal property of another in denial of or inconsistent with title
8 rights therein, or in derogation, exclusion or defiance of such rights. *M.C. Multi Family*
9 *Development, L.L.C. v. Crestdale Associates Ltd.*, 124 Nev. 901, 910, 196 P.3d 536 (2008)
10 *citing Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606, 5 P.3d 1043, 1048 (2000).

12 13. The caselaw here states that conversion generally is limited to those severe,
13 major and important interferences with the right to control personal property that justified
14 requiring the actor to pay the property's full value. Courts have noted that this remedy in
15 general is harsh and is reserved for the most severe interferences with personal property.

17 14. The Court finds that the evidence adduced shows that the interference with the
18 property of the ATLANTIS was not severe, that the information, although altered, was not lost
19 and was easily restored. One measure of that is the fact that the damages sought for the
20 restoration expense is de minimus in light of the value of not only Ms. ISLAM's book of trade,
21 which she estimated at \$3.5 to \$4 million, but the operation of the ATLANTIS itself.
22 Therefore, this Court finds that the Plaintiff has failed to establish the elements of conversion
23 and the third cause of action is therefore dismissed.

25 **Tortious Interference with Contractual Relations and Prospective Economic Advantage as**
26 **to ISLAM**

27 15. To establish intentional interference with contractual relations, ATLANTIS
28 must show: (1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3)
intentional acts intended or designed to disrupt the contractual relationship; (4) actual

1 disruption of the contract; and (5) resulting damage. *Sutherland v. Gross*, 105 Nev. 192, 772
2 P.2d 1287, 1290 (1989).

3 16. The elements of the tort of wrongful interference with a prospective economic
4 advantage are: (1) a prospective contractual relationship between the plaintiff and a third
5 party; (2) the defendant's knowledge of this prospective relationship; (3) the intent to harm the
6 plaintiff by preventing the relationship; (4) the absence of a privilege or justification by the
7 defendant; and, (5) actual harm to the plaintiff as a result of the defendant's conduct. *Leavitt v.*
8 *Leisure Sports, Inc.*, 103 Nev. 81, 88, 734 P.2d 1221, 1225 (1987); *Las Vegas-Tonopah-Reno*
9 *Stage v. Gray Line*, 106 Nev. 283, 792 P.2d 386, 388 (1990).

10 17. Based upon the Nevada Supreme Court's decision in *Frantz v. Johnson*, 116
11 Nev. 455, 999 P.2d 351(2000), this Court is directed to look to the specific evidence adduced at
12 trial to determine whether or not the acts of a defendant are more appropriately adjudicated
13 under the Uniform Trade Secrets Act than under a claim for tortious interference with contract
14 or prospective economic advantage. In an examination of the facts here, this Court has
15 determined that the facts adduced in this trial make it more appropriate that the claim against
16 Sumona ISLAM be adjudicated under the Uniform Trade Secrets Act.

17 **Violation of Uniform Trade Secret Act, NRS 600A.010 et. seq. as to ISLAM and GSR**

18 18. To establish a misappropriation claim under NRS § 600A.010 et. seq., the
19 plaintiff must show: (1) a valuable trade secret; (2) misappropriation¹ of the trade secret
20

21 ¹ "Misappropriation" per NRS 600A.030(2) means:

- 22 (a) Acquisition of the trade secret of another by a person by improper means;
23 (b) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was
24 acquired by improper means; or
25 (c) Disclosure or use of a trade secret of another without express or implied consent by a person who:
26 (1) Used improper means to acquire knowledge of the trade secret;
27 (2) At the time of disclosure or use, knew or had reason to know that his or her knowledge of the trade
28 secret was:
(I) Derived from or through a person who had used improper means to acquire it;
(II) Acquired under circumstances giving rise to a duty to maintain its secrecy or limits its
use; or
(III) Derived from or through a person who owed a duty to the person seeking relief to
maintain its secrecy or limit its use; or
(3) Before a material change of his or her position, knew or had reason to know that it was a trade secret
and that knowledge of it had been acquired by accident or mistake.

1 through use, disclosure, or nondisclosure of the use of the trade secret; and (3) the requirement
2 that the misappropriation be wrongful because it was made in breach of an express or implied
3 contract or by a party with a duty not to disclose. *Frantz v. Johnson*, 116 Nev. 455, 466, 999
4 P.2d 351, 358 (2000).

5 19. A trade secret is information that derives independent economic value, actual or
6 potential, from not being generally known to and not being readily ascertainable by proper
7 means by the public, as well as information that is subject to efforts that are reasonable under
8 the circumstances to maintain its secrecy. NRS 600A.040.

9 20. The determination of what is a trade secret is a question of fact for the trier of
10 fact. *Frantz*, 116 Nev. at 466, 999 P.2d at 358. The caselaw indicates that contractual
11 restrictions alone or designations alone do not control whether or not a particular design,
12 compilation, or mechanism is a trade secret. To determine whether or not an item is a trade
13 secret, the Court considers these factors. First, the extent to which the information is known
14 outside the business and the ease or difficulty with which the information could be properly
15 acquired by others. Second, whether the information was confidential or secret. Third, the
16 extent and manner in which the employer guarded the secrecy of the information. Fourth, the
17 former employee's knowledge of the customer's buying habits and other customer data and
18 whether this information is known by the employer's competitors.

19 21. There was a consensus amongst all the witnesses that in the case of a customer
20 with whom a host has established a relationship, that customer's name, address, contact
21 information is not a trade secret. All of the witnesses here have identified certain items that
22 they consider trade secrets in the gaming industry and these are well-qualified witnesses who
23 have spent decades in this industry. Those items have been identified as, (1) player tracking
24 records; (2) other hosts' customers; (3) initial buy-ins; (4) level of play; (5) whether the player
25 plays table games or slots; (6) time of play; (7) customers' personal information that is personal
26 to them, such as a Social Security number; (8) customers' casino credit; (9) customer's location,
27 whether they are an international, regional or local player; (10) marketing strategy; (11)
28 customers' birth date, which one witness testified was critical for credit accounts; (12) tier

1 levels, which is different than player ratings, they are more specific in terms of measurement;
2 (13) comp information for the player; (14) players' history of play; (15) players' demographics;
3 (16) players' financial information; (17) the company's financial information; (18) the
4 company's marketing strategy; (19) other employees' information and customer information.
5 The Court does not by this list deem this list to be exclusive. There may be other instances and
6 other items that are properly designated as trade secrets, however, this was the evidence
7 adduced in this trial.

8 22. This Court finds that this information is not known outside of the business of the
9 ATLANTIS. Indeed, the previous 19 items are not easy to learn, in fact, it is difficult to
10 acquire this information properly.

11 23. This Court further finds that there is no question that this information was
12 confidential within the ATLANTIS and that has been demonstrated amply by the extent and
13 manner in which the ATLANTIS took steps to guard the secrecy of this information.
14 Specifically, Mr. Woods testified that there were no printers and that the USB ports on the
15 computers were restricted, that the hosts had no ability to print or download guest lists. He
16 further explained that security access was determined by the job designation. There was
17 testimony that the passwords for this access were changed frequently and therefore it has been
18 established beyond any reasonable doubt that the ATLANTIS considered all of this
19 information a trade secret and this Court does so find.

20 24. This Court finds that the information written down in the spiral notebooks
21 which Ms. ISLAM identified as hers was taken from the ATLANTIS' computer and is not
22 information open to the public.

23 25. This Court finds that Ms. ISLAM has violated not only the terms and conditions
24 of her contract, but also has committed a violation of the Uniform Trade Secrets Act.

25 26. This Court finds that Damages are appropriately awarded against ISLAM for
26 violation of the Uniform Trade Secrets Act and awards damages totaling \$10,814.

27 ///

28 ///

1 **Declaratory Relief**

2 27. The sixth cause of action filed by the Plaintiff is a request for declaratory relief.
3 The Courts grants and denies this claim as follows.

4 28. This Court finds that the Online System User Agreement is a valid contract.
5 This Court finds that the Business Ethics Policy and Code of Conduct Agreement is a valid
6 contract. This Court finds that the Trade Secrets Agreement is a valid contract. This Court
7 finds that the Non-compete Agreement is overbroad and unenforceable. This Court also finds
8 that those contracts have been breached.

9 29. This Court finds that the Defendant has violated the Uniform Trade Secrets Act
10 and that the Plaintiff has suffered damages.

11 **Proof of Damages**

12 30. There are two distinct damage models proffered in this case. One is based on
13 theoretical win based upon a customer lifetime value analysis proffered by the Plaintiff. The
14 other is a damage analysis based on actual win - loss proffered by the Defendants in this case.

15 31. This Court has examined all of the exhibits in support of both models. This
16 Court has listened to the testimony of Brandon McNeely, who testified on behalf of the
17 Plaintiff in support of a valuation based upon theoretical wins. This Court finds that the
18 customer lifetime value analysis is a solid one and is supported by scholarly research and
19 empirical data.

20 32. This Court has also considered Mr. Aguero's testimony and reviewed his expert
21 report, which is Exhibit 32. The Court has also reviewed Brandon McNeely's reports and the
22 Exhibits included within Exhibit 59, A, B, C, D and E.

23 33. The Court has also considered the testimony of Mr. Frank DeCarlo when he
24 testified about the mitigation marketing costs, and Lilia Santos, who testified to the loss of
25 guests of the ATLANTIS to the GSR.

26 34. Having considered both models, this Court feels the more appropriate model in
27 this particular case is the actual win-loss model. That model is based upon the data provided by
28

1 both parties, the hard data and an analysis that is well reasoned and supported not only by the
2 evidence, but scholarly review.

3 35. Therefore, the compensatory damages as to Defendant ISLAM, as previously
4 described will be on the first count for breach of contract, \$10,941 plus an additional \$2,119.
5 As to the violation of the Uniform Trade Secret Act, judgment will be in favor of Plaintiff,
6 against Defendant ISLAM in the amount of \$10,814.

7 **Punitive Damages**

8 36. The Plaintiff has requested punitive damages be awarded in this case and this
9 Court finds that punitive damages are warranted here.

10 37. Ms. ISLAM testified that her actions were malicious, as they were intended to
11 hurt the ATLANTIS. Despite whatever reason she may have felt justified her actions, her
12 actions were unjustified, they were willful, they were malicious, and they were intentional.

13 38. Punitive damages have a two-pronged effect. One is to punish the transgressor
14 and the other is to serve as an example to deter others similarly situated from engaging in the
15 same conduct. Therefore, there are several factors to be taken into consideration, including the
16 willfulness of the conduct, the public interest that is at stake, and not the least of which is the
17 Defendant's financial condition. Ms. ISLAM testified that she makes \$80,000 per year. This
18 Court is assessing significant compensatory damages against her. However, the Court feels
19 that a significant punitive damage is necessary in order to deter others from violating those
20 contracts between the ATLANTIS and its employees. This Court therefore has determined that
21 a punitive damage award of \$20,000, representing one quarter of her annual salary, is an
22 appropriate punishment to Ms. ISLAM.

23 **Attorney Fee Award**

24 39. The Uniform Trade Secrets Act also provides for the award of Attorney's fees in
25 the case of willful and malicious misappropriation.

26 40. Having found in favor of the Plaintiff as the prevailing party against the
27 Defendant ISLAM, under the circumstances of this case, this Court will award attorney's fees
28

1 and litigation costs. Those fees will be awarded after appropriate affidavit of fees and the
2 memorandum of costs are timely submitted.

3 Injunctive Relief

4 41. This Court further finds that this is an appropriate matter in which to impose a
5 Permanent Injunction, pursuant to NRS 600A.040, prohibiting ISLAM from any further use of
6 the trade secret information at issue until such time as the information becomes ascertainable
7 by proper means by the public or is otherwise no longer a Trade Secret as defined by NRS
8 600A.030(5). In this regard, ISLAM is Ordered to destroy any and all customer lists obtained
9 from or originating from ATLANTIS, including specifically the spiral notebooks, copies of
10 which have been marked at trial as Exhibits 6, 80 and 81. Further, ISLAM is Ordered to purge
11 from any electronic record or physical records, any and all information (including any
12 information not previously produced by her in the litigation which is subsequently located)
13 which has been identified in this decision as a trade secret, originating from the ATLANTIS.

14 CONCLUSION

15 42. Judgment in favor of ATLANTIS against Defendant ISLAM.

16 DATED AND DONE this 26 day of AUGUST, 2013.

17
18 Patrick Hanagan
19 DISTRICT JUDGE

20 Respectfully submitted,

21 LAXALT & NOMURA, LTD

22
23 By:

24 ROBERT A. DOTSON (NSB # 5285)
25 ANGELA M. BADER, ESQ. (NSB #5574)
26 9600 Gateway Dr.
27 Reno, NV 89521
28 T: (775) 322-1170
F: (775) 322-1865

FILED

Electronically

10-30-2013:04:35:39 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 4103813

EXHIBIT 2

EXHIBIT 2

1 **2540**
2 ROBERT A. DOTSON, ESQ.
3 Nevada State Bar No. 5285
4 rdotson@laxalt-nomura.com
5 ANGELA M. BADER, ESQ.
6 Nevada State Bar No. 5574
7 abader@laxalt-nomura.com
8 LAXALT & NOMURA, LTD.
9 9600 Gateway Drive
10 Reno, Nevada 89521
11 Tel: (775) 322-1170
12 Fax: (775) 322-1865
13 Attorneys for Plaintiff

14 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

15 **IN AND FOR THE COUNTY OF WASHOE**

16 GOLDEN ROAD MOTOR INN, INC., a Nevada
17 Corporation, d/b/a ATLANTIS CASINO
18 RESORT SPA

Case No.: CV12-01171

Dept No.: B7

19 Plaintiff,

20 vs.

21 SUMONA ISLAM, an individual; MEI-GSR
22 HOLDINGS LLC, a Nevada limited liability
23 company, d/b/a GRAND SIERRA RESORT;
24 ABC CORPORATIONS; XYZ
25 PARTNERSHIPS; AND JOHN DOES I through
26 X, inclusive.

27 Defendants.

28 **NOTICE OF ENTRY OF FINDINGS OF
FACT AND CONCLUSIONS OF LAW AND JUDGMENT**

PLEASE TAKE NOTICE, that a Findings of Fact and Conclusions of Law and Judgment
was entered on September 27, 2013. A copy of said Findings of Fact and Conclusions of Law
and Judgment is attached hereto as Exhibit 1.

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Affirmation Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the
social security number of any person.

Dated this 1 day of October, 2013.

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON
Nevada State Bar No. 5285
ANGELA M. BADER
Nevada State Bar No. 5574
9600 Gateway Drive
Reno, Nevada 89521
(775) 322-1170
Attorneys for Plaintiff

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of LAXALT &
3 NOMURA, LTD., and that on this date, I caused to be served a true and correct copy of the
4 foregoing by:

- 5 ☒ (BY MAIL) on all parties in said action, by placing a true copy thereof enclosed
6 in a sealed envelope in a designated area for outgoing mail, addressed as set forth
7 below. At the Law Offices of Laxalt & Nomura, mail placed in that designated
8 area is given the correct amount of postage and is deposited that same date in the
9 ordinary course of business, in a United States mailbox in the City of Reno,
10 County of Washoe, Nevada.
- 11 ☒ By electronic service by filing the foregoing with the Clerk of Court using the E-
12 Flex system, which will electronically mail the filing to the following individuals.
- 13 ☐ (BY PERSONAL DELIVERY) by causing a true copy thereof to be hand
14 delivered this date to the address(es) at the address(es) set forth below, where
15 indicated.
- 16 ☐ (BY FACSIMILE) on the parties in said action by causing a true copy thereof to
17 be telecopied to the number indicated after the address(es) noted below.
- 18 ☐ Reno/Carson Messenger Service.
- 19 ☒ By email to the email addresses below.

20 addressed as follows:

21 Steven B. Cohen, Esq.
22 Stan Johnson, Esq.
23 Terry Kinnally, Esq.
24 Cohen-Johnson, LLC
25 255 E. Warm Springs Rd, Ste 100
26 Las Vegas, NV 89119

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, NV 89509

mwray@markwraylaw.com

scohen@cohenjohnson.com
sjohnson@cohenjohnson.com
tkinnally@cohenjohnson.com

27 DATED this 1st day of October, 2013.

28 
L. MORGAN BOGUMIL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Findings of Fact and Conclusions of Law and Judgment	8

EXHIBIT 1

FILED
Electronically
10-01-2013:02:42:03 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4034881

EXHIBIT 1

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

1 COHEN-JOHNSON, LLC
2 H. STAN JOHNSON
3 Nevada Bar No. 00265
4 sjohnson@cohenjohnson.com
5 BRIAN A. MORRIS, ESQ.
6 Nevada Bar No. 11217
7 bam@cohenjohnson.com
8 255 E. Warm Springs Road, Suite 100
9 Las Vegas, Nevada 89119
10 Telephone: (702) 823-3500
11 Facsimile: (702) 823-3400
12 Attorneys for Grand Sierra Resort

13 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
14 IN AND FOR THE COUNTY OF WASHOE

15 GOLDEN ROAD MOTOR INN, INC., a Nevada
16 Corporation, d/b/a ATLANTIS CASINO
17 RESORT SPA,

18 Plaintiff,

19 vs.

20 SUMONA ISLAM, an individual; MEI-GSR
21 HOLDINGS LLC d/b/a GRAND SIERRA
22 RESORT; et.al.

23 Defendants.

Case No.: CV12-01171
Dept. No.: B7

24 FINDINGS OF FACT AND
25 CONCLUSIONS OF LAW AND
26 JUDGMENT

27 This matter came on for a non-jury trial on July 1, 2013 before the Honorable Patrick
28 Flanagan, District Judge, presiding. The Court having heard the testimony of witnesses, reviewed
the exhibits submitted into evidence and having heard the argument of Counsel finds in favor of
the Defendant MEI-GSR HOLDINGS, LLC, d/b/a GRAND SIERRA RESORT on all causes of
action alleged against it and awards Defendant MEI-GSR HOLDINGS LLC d/b/a GRAND
SIERRA RESORT attorneys' fees pursuant to NRS 600A.060 and costs pursuant to NRS 18.110
and further makes the following findings of fact and conclusions of law

29 FINDINGS OF FACTS:

- 30 1. That in 2005 Sumona Islam became a casino host for Harrah's Casino in Reno.
- 31 2. That during the course of her employment with Harrah's she developed a list of
32 players with information concerning those players commonly known as her "book of trade"
- 33 3. In April 2008 Sumona Islam left Harrah's and became employed by Plaintiff

FILED
Electronically
09-27-2013:03:42:55 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4028835

1 Golden Road Motor Inn as a host at the Atlantis Casino.

2 4. At the time of her employment at Atlantis, Sumona provided a copy of her "book
3 of trade" to Atlantis which was incorporated into the Atlantis data base. During her employment
4 with Atlantis, she obtained additional players whom she included in her "book of trade".

5 5. In January 2011 Sumona Islam entered into a non-competition agreement with the
6 Atlantis which provided that she could not be employed by any casino in any capacity within 150
7 mile radius for one year from her termination of employment with Atlantis.

8 6. In January 2012 she applied for a position as an executive casino host with GSR,
9 a hotel casino in Reno owned by Defendant MEI-GSR HOLDINGS INC.

10 7. She informed GSR of her non-competition agreement with Atlantis and provided
11 a copy of that document to GSR. GSR sent the document to its counsel for review and received
12 an opinion that the agreement was unenforceable as written.

13 8. At the time of her hiring GSR through its agents told Sumona Islam not to bring
14 any information from Atlantis, except for herself and her relations.

15 9. Although Ms. Islam was in possession of spiral notebooks in which she had
16 copied information from the Atlantis' data base, she did not give or show those notebooks to
17 anyone at GSR.

18 10. Upon her hiring in January 2012, Sumona entered certain information from her
19 "book of trade" into the GSR database. This consisted of approximately 200 guests, that she
20 wished to be assigned to her as a host based on her statement that she had prior relationships with
21 these individuals.

22 11. The GSR database restricted the information which could be inputted by hosts to
23 a player's name, address telephone number and contract information and has no fields in which
24 Sumona could have inputted player ratings, casino credit history, or player history.

25 12. A customer's name, address and contact information are not trade secrets.

26 For purposes of this litigation it was determined that the following would constitute a trade secret

27 a) player tracking records;

28 b) other hosts customers;

- c) initial buy-ins;
- d) level of play;
- e) table games;
- f) time of play;
- g) customer's personal information such as a Social Security number
- h) customer's casino credit;
- i) customer's location, whether they're international, regional or local player beyond any information contained within the customer's address;
- j) marketing strategy;
- k) customer's birth date;
- l) customer's tier ratings;
- m) comp information ;
- n) player's history of play;
- o) player's demographics;
- p) players' financial information;
- q) company's financial information;
- r) company's marketing strategy;
- s) other employee's information and customer information.

13. In April 2012 house counsel for Atlantis sent a letter to GSR stating that Sumona had taken proprietary information from the Atlantis computers and changed other customer information in the Atlantis database.

14. Counsel for GSR informed plaintiff that Ms. Islam denied taking any proprietary information from Atlantis and requested Atlantis to provide the information which it believed had been misappropriated by Ms. Islam. Plaintiff did not provide any information.

15. Atlantis filed suit against Ms. Islam and GSR alleging that GSR had tortuously interfered with Atlantis' non-competition agreement, tortuously interfered with a prospective economic advantage belonging to Atlantis and violation of NRS 600A.010 commonly known as the Nevada Trade Secret Act.

1 16. Plaintiff sought a preliminary injunction which enjoined GSR from using any
2 information provided to it from Sumona Islam. GSR took reasonable steps to insure good faith
3 and timely compliance with the injunction.

4 17. Atlantis knew that among the names it claimed were misappropriated were names
5 which were legally and properly included in Ms. Islam's "book trade" but despite this knowledge
6 brought and obtained an injunction preventing GSR from marketing to these individuals from
7 August 27, 2012 through the trial of this matter in 2013.

8 18. Atlantis presented no credible evidence that GSR had a duty to investigate the
9 names in Ms. Islam's "book of trade" beyond making inquiries of Ms. Islam. To the contrary
10 there was credible testimony that casinos have a right to rely on the host's statements.

11 19. GSR provided a list of all the names and information concerning those individuals
12 added to the GSR data base by Ms. Islam which showed that the information was limited to the
13 individual player's name, address and contact information. None of which constitutes a trade
14 secret under NRS 600A .10.

15 20. Atlantis presented no credible evidence that GSR had tortuously interfered with
16 its non-competition agreement with Islam. Atlantis knew that GSR had hired Ms. Islam based on
17 its attorneys legal opinion that the agreement was overly broad in denying Ms. Islam the right to
18 work in any capacity in any casino. Atlantis further knew or should have known that the non-
19 competition agreement was overly broad and unenforceable and unenforceable as a matter of law
20 but continued to prosecute the claim.

21 21. Atlantis presented no credible evidence that GSR misappropriated any
22 information constituting a trade secret and in fact maintained the litigation and the injunction to
23 include names of persons which it knew and admitted at trial were legally in Ms. Islam's book of
24 business and that she was entitled to provide to GSR.

25 22. Atlantis continued and maintained the litigation against GSR for misappropriation
26 of trade secrets even when it knew that GSR was acting in good faith by relying on Ms. Islam's
27 assertions concerning her "book of trade" and knew that the customer information provided by
28 Ms. Islam was limited to the customers' name, address, telephone number and contact

1 information.

2 23. GSR did not misappropriate a trade secret belonging to Atlantis;

3 24. GSR did not tortuously interfere with a contract between Sumona Islam and
4 Atlantis.

5 25. GSR did not interfere with a prospective economic advantage belonging to
6 Atlantis.

7 26. There is a lack of any evidence in the record that supports the claim of Atlantis
8 that GSR misappropriated Atlantis' trade secrets and therefore, Atlantis has failed to meet its
9 burden of proof.

10 27. That early on in the litigation Defendant Islam admitted that she had taken certain
11 information from ATLANTIS in the form certain spiral notebooks.

12 28. That early on in the litigation Defendant Islam testified that she had not shown the
13 information in the form of the spiral notebooks to any representative of GRS.

14 29. That early on in the litigation Defendant Islam testified and confirmed that she
15 was told by the representatives of GSR not to bring anything with her except for herself and her
16 relationships.

17 30. That early on in the litigation Defendant Islam testified and confirmed that she
18 had told representatives of GSR that she did not bring trade secret information with her or that
19 she had information belonging to ATLANTIS.

20

21 **CONCLUSIONS OF LAW:**

22 1. The non-competition agreement between Sumona Islam and Atlantis, in
23 prohibiting casino employment in any capacity was overly broad and unenforceable as a matter
24 of law.

25 2. That absent an enforceable employment contract or non-competition agreement
26 with Atlantis, GSR could not as a matter of law, interfere with contractual relations between
27 Sumona and Atlantis.

28 3. A customer's name address, and contact information is not a trade secret under

1 NRS 600A.010. GSR did not misappropriate any trade secrets which belonged to Atlantis by
2 allowing Sumona Islam to upload this information into its data base.

3 4. GSR did not improperly obtain the information concerning players listed above as
4 set forth in 600A.030 and had a good faith reliance on Ms. Islam's assurances that all the names
5 provided were part of her personal "book of trade"

6 5. The failure of Atlantis to produce any credible evidence at trial that GSR
7 misappropriated trade secrets belonging to Atlantis constitutes ~~"objective speciousness"~~. ^{That} ~~That~~ ^{PF}
8 ~~subjective~~ bad faith is shown by the Plaintiff's knowledge of certain facts as set forth in the
9 findings of facts above; the decision to move forward against GSR and the extent of the litigation
10 against GSR despite a lack of direct evidence against GSR. This is a sufficient basis for an
11 award of attorney fees pursuant to NRS 600.060. Defendants are not required to prove a
12 negative and under the objective specious standard a lack of evidence in the record of
13 misappropriation; in addition to the actions as set forth above; is enough to show that the claim
14 of misappropriation was made in bad faith (*Sasco v. Rosendin Electric Inc.*, 143 Cal. Rptr. 3d
15 828, 207 Cal. App 4th 837 (CA 2012)) and entitles GSR to Attorney's fees and costs in this
16 matter.

17 6. That Atlantis sought, obtained, and maintained a preliminary injunction in this
18 matter that included names which Atlantis knew were not trade secrets under NRS 600A.010 and
19 continued to maintain that injunction even when it knew that those names were art of Sumona
20 Islam's personal book of trade in order to thwart competition for those players from GSR and
21 said conduct is evidence of bad faith entitling GSR to an award of attorney's fees and costs.

22 7. That the claims against GSR are dismissed and judgment entered in favor of the
23 Defendant GSR and GSR is entitled to an award of costs pursuant to NRS 18.110.

24 8. GSR is also entitled to bring an appropriate motion for fees and costs pursuant to
25 an offer of judgment dated May 20, 2013 under NRCP 68 and NRS 17.115.
26
27
28

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

CONCLUSION

9. Judgment in favor of Defendant GSR against Plaintiff ATLANTIS.

DATED THIS 27 DAY OF SEPTEMBER 2013

Barck Flanagan
DISTRICT JUDGE

Submitted by:

/s/ H. Stan Johnson

H. Stan Johnson, Esq.
Nevada Bar No. 00265
Terry Kinnally, Esq.
Nevada Bar No. 06379
COHEN JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Attorneys for MEI-GSR HOLDINGS LLC

1 **1310**
ROBERT A. DOTSON, ESQ.
2 Nevada State Bar No. 5285
rdotson@laxalt-nomura.com
3 ANGELA M. BADER, ESQ.
4 Nevada State Bar No. 5574
abader@laxalt-nomura.com
5 LAXALT & NOMURA, LTD.
9600 Gateway Drive
6 Reno, Nevada 89521
Tel: (775) 322-1170
7 Fax: (775) 322-1865
8 Attorneys for Plaintiff/Appellant

9 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

10 **IN AND FOR THE COUNTY OF WASHOE**

11 GOLDEN ROAD MOTOR INN, INC., a Nevada
12 Corporation, d/b/a ATLANTIS CASINO
RESORT SPA

Case No.: CV12-01171

Dept No.: B7

13 Plaintiff,

14 vs.

15 SUMONA ISLAM, an individual; MEI-GSR
16 HOLDINGS LLC, a Nevada limited liability
company, d/b/a GRAND SIERRA RESORT;
17 ABC CORPORATIONS; XYZ
18 PARTNERSHIPS; AND JOHN DOES I through
X, inclusive.

19 Defendants.

20 **CASE APPEAL STATEMENT**

21
22 **1. Name of appellant filing this case appeal statement:**

23 Golden Road Motor Inn, Inc., a Nevada corporation d/b/a Atlantis Casino Resort Spa.

24 **2. Identify the judge issuing the decision, judgment, or order appealed from:**

25 Honorable Patrick Flanagan.

26 ///

27 ///

28 ///

1 **3. Identify each appellant and the name and address of counsel for each**
2 **appellant:**

3 Golden Road Motor Inn, Inc. d/b/a Atlantis Casino Resort Spa

4 Appellant Counsel:

5 Robert A. Dotson

6 Angela M. Bader

7 Laxalt & Nomura, Ltd.

8 9600 Gateway Drive

9 Reno, Nevada 89521

10 Tel: (775) 322-1170

11 and

12 Robert L. Eisenberg

13 Lemons, Grundy & Eisenberg

14 6005 Plumas St, 3rd Floor

15 Reno, NV 89519

16 Tel: (775) 786-6868

17 **4. Identify each respondent and the name and address of appellate counsel, if**
18 **known, for each respondent (if the name of a respondent's appellant counsel is unknown,**
19 **indicate as much and provide the name and address of that respondent's trial counsel):**

20 MEI-GSR Holdings LLC, a Nevada limited liability company d/b/a Grand Sierra Resort,
21 which claims to be the successor in interest to NAV-RENO-GS, LLC, a Nevada limited liability
22 company. MEI-GSR Holdings LLC's appellant counsel is unknown, however, its trial counsel is
23 as follows:

24 Trial Counsel:

25 Stan Johnson, Esq.

26 Cohen-Johnson, LLC

27 255 E. Warm Springs Rd, Ste 100

28 Las Vegas, NV 89119

 Tel: (702) 823-3500

///

///

///

///

1 Sumona Islam, individually, whose appellant counsel is unknown, however her trial
2 counsel is as follows:

3 Trial Counsel:
4 Mark Wray, Esq.
5 Law Office of Mark Wray
6 608 Lander Street
7 Reno, NV 89509
8 Tel: (775) 348-8877

9 **5. Indicate whether an attorney identified above in response to question 3 or 4**
10 **is not licensed to practice law in Nevada and, if so, whether the district court granted that**
11 **attorney permission to appear under SCR 42 (attach a copy of any district court order**
12 **granting such permission):**

13 All counsel identified in response to questions 3 and 4 are believed to be licensed to
14 practice law in Nevada.

15 **6. Indicate whether appellant was represented by appointed or retained counsel**
16 **in the district court:**

17 Appellant was represented by retained counsel in the district court.

18 **7. Indicate whether appellant is represented by appointed or retained counsel**
19 **on appeal:**

20 Appellant is represented by retained counsel on appeal.

21 **8. Indicate whether appellant was granted leave to proceed in forma pauperis,**
22 **and the date of entry of the district court order granting such leave.**

23 Appellant was not granted leave to proceed in forma pauperis.

24 **9. Indicate the date the proceedings commenced in the district court (e.g., date**
25 **complaint, indictment, information, or petition was filed):**

26 The Verified Complaint For Damages was filed in the district court on April 27, 2012.

27 ///

28 ///

///

///

1 **10. Provide a brief description of the nature of the action and result in the**
2 **district court, including the type of judgment or order being appealed and the relief**
3 **granted by the district court.**

4 The Plaintiff's action was for breach of contract, conversion, tortious interference with
5 contractual relations and prospective economic advantage, violation of the Nevada Uniform
6 Trade Secret Act, and declaratory relief. The appeal arises out of the decision of the district
7 court following a bench trial and the finding in favor of appellee MEI-GSR Holdings LLC on all
8 counts and awarding costs and attorney's fees against appellant and in favor of appellee. The
9 award of costs and attorney's fees has not yet been finalized. The Court found in favor of
10 appellant with regard to its claims against Defendant Sumona Islam with the exception of its
11 claim for conversion, the denial of which is also a subject of this appeal. The Court found in
12 favor of appellant with regard to its other claims against Sumona Islam, awarding \$13,060 in
13 damages on the breach of contract claim, \$10,814 in damages on the violation of the Uniform
14 Trade Secret Act claim and \$20,000 in punitive damages. The adequacy of these damages are
15 disputed on appeal. The Court also made an award of costs and attorney's fees which at the time
16 of this filing has not yet been finalized. The Court found that the claim for tortious interference
17 was subsumed and appropriately adjudicated under the Uniform Trade Secret Act and therefore
18 no separate finding with regard to that claim was made. The decision of the Court is set forth in
19 the FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER, which includes a
20 judgment, and the FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT.

21 **11. Indicate whether the case has previously been the subject of an appeal to or**
22 **original writ proceeding in the Supreme Court and, if so, the caption and Supreme Court**
23 **docket number of the prior proceeding:**

24 There has been no prior appeal or writ proceeding originating from this case.

25 **12. Indicated whether this appeal involves child custody or visitation:**

26 This case does not involve child custody or visitation.

27 ///

28 ///

1 **13. If this case is a civil case, indicate whether this appeal involves the possibility**
2 **of settlement:**

3 Based upon the nature of the ruling and the issues involved, it does not appear that this
4 case presents an opportunity for settlement.

5 **Affirmation Pursuant to NRS 239B.030**

6 The undersigned does hereby affirm that the preceding document does not contain the
7 social security number of any person.

8 DATED this 30 day of October, 2013.

9 LAXALT & NOMURA, LTD.

10 

11 ROBERT A. DOTSON

12 Nevada State Bar No. 5285

13 ANGELA M. BADER

14 Nevada State Bar No. 5574

15 9600 Gateway Drive

16 Reno, Nevada 89521

17 (775) 322-1170

18 Attorneys for Plaintiff/Appellant

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of LAXALT &
3 NOMURA, LTD., and that on this date, I caused to be served a true and correct copy of the
4 foregoing by:

- 5 ☒ (BY MAIL) on all parties in said action, by placing a true copy thereof enclosed
6 in a sealed envelope in a designated area for outgoing mail, addressed as set forth
7 below. At the Law Offices of Laxalt & Nomura, mail placed in that designated
8 area is given the correct amount of postage and is deposited that same date in the
9 ordinary course of business, in a United States mailbox in the City of Reno,
10 County of Washoe, Nevada.
- 11 ☐ By electronic service by filing the foregoing with the Clerk of Court using the E-
12 Flex system, which will electronically mail the filing to the following individuals.
- 13 ☐ (BY PERSONAL DELIVERY) by causing a true copy thereof to be hand
14 delivered this date to the address(es) at the address(es) set forth below, where
15 indicated.
- 16 ☐ (BY FACSIMILE) on the parties in said action by causing a true copy thereof to
17 be telecopied to the number indicated after the address(es) noted below.
- 18 ☐ Reno/Carson Messenger Service.
- 19 ☒ By email to the email addresses below.

20 addressed as follows:

21 Steven B. Cohen, Esq.
22 Stan Johnson, Esq.
23 Terry Kinnally, Esq.
24 Cohen-Johnson, LLC
25 255 E. Warm Springs Rd, Ste 100
26 Las Vegas, NV 89119

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, NV 89509

mwray@markwraylaw.com

scohen@cohenjohnson.com
sjohnson@cohenjohnson.com
tkinnally@cohenjohnson.com

27 DATED this 30 day of October, 2013.

28 
L. MORGAN BOGUMIL

1 ROBERT A. DOTSON, ESQ.

Nevada State Bar No. 5285

2 rdotson@laxalt-nomura.com

ANGELA M. BADER, ESQ.

3 Nevada State Bar No. 5574

abader@laxalt-nomura.com

4 LAXALT & NOMURA, LTD.

9600 Gateway Drive

5 Reno, Nevada 89521

6 Tel: (775) 322-1170

Fax: (775) 322-1865

7 Attorneys for Plaintiff

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

9 **IN AND FOR THE COUNTY OF WASHOE**

10 GOLDEN ROAD MOTOR INN, INC., a Nevada
11 Corporation, d/b/a ATLANTIS CASINO
12 RESORT SPA

Case No.: CV12-01171

Dept No.: B7

13 Plaintiff,

14 vs.

15 SUMONA ISLAM, an individual; MEI-GSR
16 HOLDINGS LLC, a Nevada limited liability
17 company, d/b/a GRAND SIERRA RESORT;
18 ABC CORPORATIONS; XYZ
19 PARTNERSHIPS; AND JOHN DOES I through
X, inclusive.

Defendants.

20 **~~PROPOSED~~ FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER**

21 This matter came on for a non-jury trial on July 1, 2013 before the Court, Honorable
22 Patrick Flanagan, District Judge, presiding. The Court heard evidence for 9 days and the
23 arguments of counsel on the 10th day of trial. The Court, having carefully considered all of the
24 exhibits in evidence, the testimony of the witnesses, trial statements of the parties, and the
25 arguments of counsel, hereby issues the following Findings of Fact and Conclusions of Law:

26 ///

27 ///

28 ///

Findings of Fact

1. On or about April 15, 2008, ISLAM became an employee of the Golden Road Motor Inn, Inc., dba Atlantis Casino Resort Spa ("ATLANTIS").

2. On April 15, 2008, ISLAM executed the ATLANTIS Online System User Agreement ("Online System User Agreement"). Among other terms, the Online System User Agreement prohibits unauthorized downloading or uploading of software and information.

3. On April 15, 2008, in conjunction with her employment with ATLANTIS, ISLAM also executed an agreement with ATLANTIS concerning its Business Ethics Policy and Code of Conduct Acknowledgement and Conflicts of Interest Statement. This agreement ("Business Ethics Policy"), was again signed by ISLAM on January 23, 2009, February 26, 2010 and January 19, 2011. This policy in section 3.1 identifies confidential information as all nonpublic information regarding the company's operation and business activities and those of its customers and suppliers. Nonpublic means any information that is not officially disclosed through means such a press releases or other forms of publication, where it is not common knowledge. Section 4.4 prohibits the disclosure of inside information to persons outside the company or other persons within the company who are not authorized to receive such information. Pursuant to the terms of the Business Ethics Policy, ISLAM agreed not to disclose confidential information including customer lists or customer information (such as player tracking or club information) to any unauthorized persons, either during or after her termination, and not to take any documents or records belonging to ATLANTIS after her departure. She also agreed not to profit from confidential information of ATLANTIS. ISLAM's agreement to the terms of this contract was a condition of her employment with ATLANTIS.

4. On April 15, 2008, in conjunction with commencing her employment with ATLANTIS, ISLAM executed the ATLANTIS Company Policy regarding Company Property, Proprietary Information, and Trade Secrets (hereinafter referred to as "Trade Secret Agreement"). This agreement, including any updates, was again signed by ISLAM on January 23, 2009, February 26, 2010 and January 19, 2011. This agreement provides that any improper

1 use or dissemination of ATLANTIS intellectual property is a breach of the policy and may be a
2 violation of state and federal trade secrets laws and also warns that such violation is punishable
3 both civilly and criminally.

4 5. ISLAM was hired to be an Executive Casino Host at ATLANTIS. When she
5 was hired, she was under a contractual obligation to her former employer, Harrah's, which
6 prohibited her from working in a same or similar position within six months after separation
7 from employment at Harrah's. In order to honor this obligation, ATLANTIS placed her in the
8 position of concierge manager. She worked in the hotel side of the operation of the
9 ATLANTIS and not in the gaming side of the operation until the expiration of the six month
10 restriction imposed by her agreement with Harrah's. Thereafter, she was transferred to the
11 gaming operation and began her employment as a host.

12 6. When ISLAM began to work as a host at ATLANTIS, she brought with her
13 what she claimed to be her personal book of trade. ISLAM has identified Exhibits 75 and 80
14 as her book of trade.

15 7. Steve Ringkob, indeed almost every witness, testified that there were certain
16 items that hosts were entitled to take with them from property to property and that a host's
17 book of trade is the host's property and "nothing is wrong with her taking this information
18 wherever she goes." However, he also testified that the player's gaming history and tracking at
19 the ATLANTIS would become proprietary information.

20 8. Although the term "casino host book of trade" has been defined variously, it has
21 generally been defined as those names and contact information of guests with whom the host
22 has developed relationships through their own efforts. Ringkob defined it as those guests with
23 whom the host has developed a relationship and it was not information coming from the casino.

24 9. The evidence is clear that ISLAM intentionally downloaded, by hand copying
25 from the ATLANTIS computer screen, players' names, contact information, level of play,
26 game preferences and other proprietary information from the ATLANTIS Casino's, casino
27 management system, Patron Management Program.

1 10. On February 26, 2010, ISLAM signed a Non-Compete/Non-Solicitation
2 Agreement with ATLANTIS ("Non-Compete Agreement"). Pursuant to the terms of the Non-
3 Compete Agreement, ISLAM agreed that she would not, without the prior written consent of
4 ATLANTIS, be employed by, in any way affiliated with, or provide services to any gaming
5 operation located within 150 miles of ATLANTIS for a cooling off period of one year after the
6 date that the employment relationship between she and the ATLANTIS ended.

7 11. During ISLAM'S employment at ATLANTIS, she had access to and worked
8 with highly sensitive trade secrets and proprietary and confidential information of the
9 ATLANTIS. This information included customer and guest lists, customer information and
10 data including player contact information, tracking and club information, guest preferences and
11 gaming tendencies of the guests. This information included not just the information for guests
12 assigned to her, but also information for guests assigned to other hosts.

13 12. Before and during ISLAM'S employment, ATLANTIS undertook significant
14 precautions to maintain the secrecy of its confidential information. These efforts included
15 disabling USB ports in the computers at ATLANTIS, not providing or allowing printers, and
16 monitoring all emails that are sent to recipients off property.

17 13. Despite the precautions taken to protect ATLANTIS' confidential trade secret
18 information, during her employment at ATLANTIS ISLAM copied guest information by hand
19 from the screen of the ATLANTIS computer onto spiral note pads. Ms. ISLAM, in her
20 handwritten notes in spiral notebooks, which she identified as hers, copied players' names,
21 contact information and also the designation of whether or not they played table games or slots.
22 The information copied had the notation of the guests' marker information, for purposes of
23 knowing what their credit limit was. Some notations included information regarding previous
24 gaming results and losses incurred by that player. This is information Ms. ISLAM testified that
25 she wrote down from the ATLANTIS computer. A copy of some of those spirals is found in
26 Exhibit 80.

27 14. Ms. ISLAM testified that in the fall of 2011, she was becoming dissatisfied with
28 her employment at the ATLANTIS. She testified that she had not been given a raise, that she

1 had only been given one bonus and not the quarterly bonuses that she states were promised to
2 her, she felt isolated in her interpersonal relationships with other employees at the ATLANTIS
3 and she had come to a point in her career where she believed that if she was ever going to make
4 more money, she would have to seek employment elsewhere.

5 15. The evidence is that on or around October, Ms. ISLAM learned from Ms.
6 Antonetti that the Grand Sierra Resort ("GSR") was hiring new employees. Through an online
7 application, ISLAM applied for and interviewed with the GSR to obtain a position as a host.

8 16. At about that time, Ms. ISLAM asked Mr. DeCarlo for a copy of her Non-
9 Compete Agreement with the ATLANTIS.

10 17. Sometime in December and January, two interviews took place. The first was
11 with Ms. Hadley, at the GSR. Ms. Hadley testified that she was impressed with Ms. ISLAM.
12 She testified she did not ask for ISLAM's book of business at that time.

13 18. A second interview was arranged between ISLAM and Hadley and Flaherty of
14 the GSR. At that time, a more in-depth discussion took place relative to Ms. ISLAM's book of
15 business. Mr. Flaherty testified and it's confirmed by the transcript of a subsequent interview
16 that he told Ms. ISLAM not to bring anything from the ATLANTIS to the GSR, to bring
17 nothing, but herself and her relationships.

18 19. During the course of the interview process, ISLAM and representatives of GSR
19 discussed the fact that ISLAM was subject to an agreement restricting her employment with a
20 competitor of ATLANTIS and ISLAM provided GSR with a copy of the Non-Compete
21 Agreement. This conduct is consistent with ISLAM's testimony of her behavior when applying
22 for the position with the ATLANTIS. She testified that she provided a copy of the Harrah's
23 Non-Compete to the ATLANTIS prior to their offering of employment to her.

24 20. The testimony is that GSR then passed the ATLANTIS Non-Compete
25 Agreement to its legal counsel. Legal counsel apparently reviewed that and gave the green
26 light to hire Ms. ISLAM.

1 21. Ms. ISLAM was concerned that ATLANTIS would initiate litigation against her
2 and sought assurances that GSR would provide legal representation to her should there be
3 litigation over the Non-Compete. GSR agreed.

4 22. ISLAM terminated her employment as an Executive Casino Host with the
5 ATLANTIS on January 19, 2012 and accepted an offer with GSR as an Executive Casino Host
6 on the same day.

7 23. ISLAM began work at GSR at the end of January, 2012.

8 24. The ATLANTIS alleges that soon after ISLAM terminated her employment,
9 ATLANTIS employees discovered that ISLAM had falsely modified, destroyed, falsely
10 changed and/or sabotaged confidential, proprietary, trade secret information of ATLANTIS,
11 including customer data belonging to the ATLANTIS on its online system to her benefit and
12 the benefit of GSR and to the detriment of ATLANTIS.

13 25. The evidence adduced in this matter by Ms. ISLAM herself and other witnesses
14 of the Plaintiff is that Ms. ISLAM did change the addresses, telephone number and/or the email
15 addresses of guests that had been coded to her in the ATLANTIS' casino customer or guest
16 database.

17 26. The evidence shows that shortly after Ms. ISLAM left the employ of the
18 ATLANTIS, the guests who had been assigned to her at the ATLANTIS were distributed
19 amongst the remaining ATLANTIS hosts who attempted to contact those guests to maintain
20 and establish a continued relationship with the ATLANTIS. Shortly thereafter, those hosts
21 reported difficulty, indeed inability to contact the guests. It quickly became apparent that the
22 contact information had been sabotaged. ATLANTIS staff testified that they restored old
23 copies of the Patron Management data to a location in the computer system where the auditors
24 could access the information and the information was restored to the Patron Management
25 Program, the guest marketing database, in a relatively short period of time.

26 27. Additionally, the evidence showed that none of the information was changed in
27 the LMS database, which is the database known as the Lodging Management System that
28 controls the hotel operations.

1 28. ISLAM testified that she did not show either Ms. Hadley or Mr. Flaherty the
2 spiral notebooks which contained the information she had wrongfully taken from the
3 ATLANTIS' database. Nevertheless, after her employment by the GSR began, Ms. ISLAM
4 began to input that information, the information taken from the ATLANTIS and contained on
5 the spiral notebooks, into the GSR database.

6 29. The testimony from the GSR representatives is that the database fields accessed
7 and completed by ISLAM are limited. They restrict the information that a host could input to
8 name, address, telephone number and contact information. There are no fields for a host to
9 themselves input information regarding a player's gaming history, level of play or preference of
10 game.

11 30. Both Ms. Hadley and Mr. Flaherty testified they never saw the spiral notebooks
12 containing the information ISLAM had wrongfully taken from the ATLANTIS' database.

13 31. After the database sabotage was discovered by the ATLANTIS, ATLANTIS'
14 general counsel, Debra Robinson, wrote a letter to GSR advising them that Ms. ISLAM was
15 subject to a Non-Compete, Non-Disclosure Agreement and that she may have confidential
16 information and ATLANTIS demanded the GSR cease and desist from the use of that
17 information and return it forthwith.

18 32. In response to the cease and desist letter from ATLANTIS to the GSR and Ms.
19 ISLAM relating to the ATLANTIS' concerns about ISLAM's employment, the counsel for the
20 GSR sent a letter rejecting the assertions of the ATLANTIS and essentially maintaining that
21 there was nothing confidential or proprietary that had been acquired by GSR and that all
22 information provided by Ms. ISLAM came from her own personal relationships and her book
23 of business.

24 33. The ATLANTIS reasonably initiated litigation.

25 34. On April 27, 2012, ATLANTIS filed its Complaint for relief with seven causes
26 of action.

27 35. On May 9, 2012, this Court, through its sister Department, entered a Temporary
28 Restraining Order barring Ms. ISLAM from any employment with GSR. That Order was

1 extended by Order of this Court dated July 5, 2012 which also applied to GSR. Thereafter, the
2 parties stipulated to a Preliminary Injunction ending this case pending the case's resolution.

3 36. To the extent appropriate and to give intent to this order, any finding of fact
4 should be found to be a conclusion of law. Similarly, to the extent appropriate any conclusion
5 of law shall be deemed a finding of fact.

6 CONCLUSIONS OF LAW

7 Breach of Contract – Online Systems User Agreement, Business Ethics Policy, Trade 8 Secrets Agreement as to ISLAM

9
10 1. The elements for establishing a breach of contract claim are: (1) A valid and
11 existing contract was entered into between Plaintiff and Defendant; (2) Plaintiff performed or
12 was excused from performance of the contract; (3) Defendant breached; and (4) Plaintiff
13 sustained damages as a result of the breach. *Reichert vs. General Insurance Co. of Amer.*, 68
14 Cal. 2d 822, 69 Cal. Rptr. 321, 442 P.2d 377 (1968); *Marwan Ahmed Harara vs. Conoco*
15 *Phillips Co.*, 375 F. Supp. 2d 905, 906 (9th Cir. 2005).

16 2. In order to succeed on a breach of contract claim in Nevada, a plaintiff must
17 show "(1) the existence of a valid contract, (2) a breach by the defendant, and (3) damage as a
18 result of the breach." *Saini v. Int'l Game Tech.*, 434 F. Supp. 2d 913, 919-920 (D. Nev. 2006),
19 citing *Richardson v. Jones*, 1 Nev. 405, 405 (1865).

20 3. In its first cause of action the Plaintiff alleges the violation of three contracts.
21 These are the Online User Agreement, the Business Ethics Policy, and the Trade Secrets
22 Agreement. These agreements were signed by Defendant ISLAM and a representative of
23 Plaintiff, ATLANTIS. This Court finds that these are valid contracts. The Court further finds
24 that the Defendant ISLAM breached these contracts.

25 4. Based upon the fact that ISLAM downloaded players' names, contact
26 information, level of play, game preferences and other proprietary information from the
27 ATLANTIS Casino's, casino management system, Patron Management Program, the Court
28 finds that she has breached these contracts and that the ATLANTIS has suffered damages as a

1 result of the breach. Consequently, the Court finds in favor of the Plaintiff and against
2 Defendant Sumona ISLAM on the first cause of action.

3 5. The Court finds that damages should be awarded in favor of ATLANTIS and
4 against ISLAM on this claim. These are made up of compensatory damages of \$10,941 plus an
5 additional \$2,119 to repair the database, totaling \$13,060.

6 **Breach of Contract—Non-Compete Agreement as to ISLAM**

7 6. The Non-compete/Non-solicitation Agreement was signed by ISLAM and a
8 representative of ATLANTIS in 2010. The law presumes that all parties have the freedom to
9 contract and establish the terms of employment between themselves. However, restrictive
10 covenants are not favored in the law. The determination of the validity of such a contract as
11 written is governed by whether or not it imposes upon the employee any greater restraint than
12 is reasonably necessary to protect the business and the goodwill of the employer.

13 7. A restraint of trade is unreasonable if it is greater than that required to protect
14 the person for whose benefit the restraint is imposed or imposes an undue hardship on the
15 person restricted. *Hansen v. Edwards*, 83 Nev. 189, 426 P.2d 792 (1967). *See also, Jones v.*
16 *Deeter*, 112 Nev. 291, 294, 913 P.2d 1272, 1274 (1996).

17 8. The public has an interest in seeing that competition is not unreasonably limited
18 or restricted.

19 9. In the instant matter, this Court finds that the term restricting employment for a
20 period of one year is reasonable and necessary to protect the interests of the ATLANTIS.

21 10. This Court finds that the term restricting employment within 150 miles from
22 ATLANTIS is reasonable. It encompasses the markets of Sacramento and the evidence
23 supports the threat that Thunder Valley and indeed other Northern California casinos pose to
24 the casinos of Northern Nevada.

25 11. The Court finds, however, that the total exclusion from employment with a
26 competitor is unreasonable. This Court finds that excluding the employment of an individual
27 such as Ms. ISLAM, who has attempted to create a career in this industry from any role in any
28 casino in any capacity is an unreasonable restraint on her and it imposes an undue hardship on

1 Ms. ISLAM and it is a restraint that is greater than that required for the protection of the person
2 for whose benefit the restraint is imposed, the ATLANTIS. Therefore, the Court finds the
3 Non-Competition contract unenforceable and dismisses the second cause of action related to
4 breach of that contract.

5 **Conversion of Property as to ISLAM**

6 12. The elements of conversion are that a defendant exercises an act of dominion
7 wrongfully exerted over the personal property of another in denial of or inconsistent with title
8 rights therein, or in derogation, exclusion or defiance of such rights. *M.C. Multi Family*
9 *Development, L.L.C. v. Crestdale Associates Ltd.*, 124 Nev. 901, 910, 196 P.3d 536 (2008)
10 *citing Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606, 5 P.3d 1043, 1048 (2000).

12 13. The caselaw here states that conversion generally is limited to those severe,
13 major and important interferences with the right to control personal property that justified
14 requiring the actor to pay the property's full value. Courts have noted that this remedy in
15 general is harsh and is reserved for the most severe interferences with personal property.

17 14. The Court finds that the evidence adduced shows that the interference with the
18 property of the ATLANTIS was not severe, that the information, although altered, was not lost
19 and was easily restored. One measure of that is the fact that the damages sought for the
20 restoration expense is de minimus in light of the value of not only Ms. ISLAM's book of trade,
21 which she estimated at \$3.5 to \$4 million, but the operation of the ATLANTIS itself.
22 Therefore, this Court finds that the Plaintiff has failed to establish the elements of conversion
23 and the third cause of action is therefore dismissed.

25 **Tortious Interference with Contractual Relations and Prospective Economic Advantage as**
26 **to ISLAM**

27 15. To establish intentional interference with contractual relations, ATLANTIS
28 must show: (1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3)
intentional acts intended or designed to disrupt the contractual relationship; (4) actual

1 disruption of the contract; and (5) resulting damage. *Sutherland v. Gross*, 105 Nev. 192, 772
2 P.2d 1287, 1290 (1989).

3 16. The elements of the tort of wrongful interference with a prospective economic
4 advantage are: (1) a prospective contractual relationship between the plaintiff and a third
5 party; (2) the defendant's knowledge of this prospective relationship; (3) the intent to harm the
6 plaintiff by preventing the relationship; (4) the absence of a privilege or justification by the
7 defendant; and, (5) actual harm to the plaintiff as a result of the defendant's conduct. *Leavitt v.*
8 *Leisure Sports, Inc.*, 103 Nev. 81, 88, 734 P.2d 1221, 1225 (1987); *Las Vegas-Tonopah-Reno*
9 *Stage v. Gray Line*, 106 Nev. 283, 792 P.2d 386, 388 (1990).

10 17. Based upon the Nevada Supreme Court's decision in *Frantz v. Johnson*, 116
11 Nev. 455, 999 P.2d 351(2000), this Court is directed to look to the specific evidence adduced at
12 trial to determine whether or not the acts of a defendant are more appropriately adjudicated
13 under the Uniform Trade Secrets Act than under a claim for tortious interference with contract
14 or prospective economic advantage. In an examination of the facts here, this Court has
15 determined that the facts adduced in this trial make it more appropriate that the claim against
16 Sumona ISLAM be adjudicated under the Uniform Trade Secrets Act.

17 **Violation of Uniform Trade Secret Act, NRS 600A.010 et. seq. as to ISLAM and GSR**

18 18. To establish a misappropriation claim under NRS § 600A.010 et. seq., the
19 plaintiff must show: (1) a valuable trade secret; (2) misappropriation¹ of the trade secret
20

21 ¹ "Misappropriation" per NRS 600A.030(2) means:

- 22 (a) Acquisition of the trade secret of another by a person by improper means;
23 (b) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was
acquired by improper means; or
24 (c) Disclosure or use of a trade secret of another without express or implied consent by a person who:
25 (1) Used improper means to acquire knowledge of the trade secret;
26 (2) At the time of disclosure or use, knew or had reason to know that his or her knowledge of the trade
secret was:
(I) Derived from or through a person who had used improper means to acquire it;
(II) Acquired under circumstances giving rise to a duty to maintain its secrecy or limits its
27 use; or
(III) Derived from or through a person who owed a duty to the person seeking relief to
maintain its secrecy or limit its use; or
28 (3) Before a material change of his or her position, knew or had reason to know that it was a trade secret
and that knowledge of it had been acquired by accident or mistake.

1 through use, disclosure, or nondisclosure of the use of the trade secret; and (3) the requirement
2 that the misappropriation be wrongful because it was made in breach of an express or implied
3 contract or by a party with a duty not to disclose. *Frantz v. Johnson*, 116 Nev. 455, 466, 999
4 P.2d 351, 358 (2000).

5 19. A trade secret is information that derives independent economic value, actual or
6 potential, from not being generally known to and not being readily ascertainable by proper
7 means by the public, as well as information that is subject to efforts that are reasonable under
8 the circumstances to maintain its secrecy. NRS 600A.040.

9 20. The determination of what is a trade secret is a question of fact for the trier of
10 fact. *Frantz*, 116 Nev. at 466, 999 P.2d at 358. The caselaw indicates that contractual
11 restrictions alone or designations alone do not control whether or not a particular design,
12 compilation, or mechanism is a trade secret. To determine whether or not an item is a trade
13 secret, the Court considers these factors. First, the extent to which the information is known
14 outside the business and the ease or difficulty with which the information could be properly
15 acquired by others. Second, whether the information was confidential or secret. Third, the
16 extent and manner in which the employer guarded the secrecy of the information. Fourth, the
17 former employee's knowledge of the customer's buying habits and other customer data and
18 whether this information is known by the employer's competitors.

19 21. There was a consensus amongst all the witnesses that in the case of a customer
20 with whom a host has established a relationship, that customer's name, address, contact
21 information is not a trade secret. All of the witnesses here have identified certain items that
22 they consider trade secrets in the gaming industry and these are well-qualified witnesses who
23 have spent decades in this industry. Those items have been identified as, (1) player tracking
24 records; (2) other hosts' customers; (3) initial buy-ins; (4) level of play; (5) whether the player
25 plays table games or slots; (6) time of play; (7) customers' personal information that is personal
26 to them, such as a Social Security number; (8) customers' casino credit; (9) customer's location,
27 whether they are an international, regional or local player; (10) marketing strategy; (11)
28 customers' birth date, which one witness testified was critical for credit accounts; (12) tier

1 levels, which is different than player ratings, they are more specific in terms of measurement;
2 (13) comp information for the player; (14) players' history of play; (15) players' demographics;
3 (16) players' financial information; (17) the company's financial information; (18) the
4 company's marketing strategy; (19) other employees' information and customer information.
5 The Court does not by this list deem this list to be exclusive. There may be other instances and
6 other items that are properly designated as trade secrets, however, this was the evidence
7 adduced in this trial.

8 22. This Court finds that this information is not known outside of the business of the
9 ATLANTIS. Indeed, the previous 19 items are not easy to learn, in fact, it is difficult to
10 acquire this information properly.

11 23. This Court further finds that there is no question that this information was
12 confidential within the ATLANTIS and that has been demonstrated amply by the extent and
13 manner in which the ATLANTIS took steps to guard the secrecy of this information.
14 Specifically, Mr. Woods testified that there were no printers and that the USB ports on the
15 computers were restricted, that the hosts had no ability to print or download guest lists. He
16 further explained that security access was determined by the job designation. There was
17 testimony that the passwords for this access were changed frequently and therefore it has been
18 established beyond any reasonable doubt that the ATLANTIS considered all of this
19 information a trade secret and this Court does so find.

20 24. This Court finds that the information written down in the spiral notebooks
21 which Ms. ISLAM identified as hers was taken from the ATLANTIS' computer and is not
22 information open to the public.

23 25. This Court finds that Ms. ISLAM has violated not only the terms and conditions
24 of her contract, but also has committed a violation of the Uniform Trade Secrets Act.

25 26. This Court finds that Damages are appropriately awarded against ISLAM for
26 violation of the Uniform Trade Secrets Act and awards damages totaling \$10,814.

27 ///

28 ///

1 **Declaratory Relief**

2 27. The sixth cause of action filed by the Plaintiff is a request for declaratory relief.
3 The Courts grants and denies this claim as follows.

4 28. This Court finds that the Online System User Agreement is a valid contract.
5 This Court finds that the Business Ethics Policy and Code of Conduct Agreement is a valid
6 contract. This Court finds that the Trade Secrets Agreement is a valid contract. This Court
7 finds that the Non-compete Agreement is overbroad and unenforceable. This Court also finds
8 that those contracts have been breached.

9 29. This Court finds that the Defendant has violated the Uniform Trade Secrets Act
10 and that the Plaintiff has suffered damages.

11 **Proof of Damages**

12 30. There are two distinct damage models proffered in this case. One is based on
13 theoretical win based upon a customer lifetime value analysis proffered by the Plaintiff. The
14 other is a damage analysis based on actual win - loss proffered by the Defendants in this case.

15 31. This Court has examined all of the exhibits in support of both models. This
16 Court has listened to the testimony of Brandon McNeely, who testified on behalf of the
17 Plaintiff in support of a valuation based upon theoretical wins. This Court finds that the
18 customer lifetime value analysis is a solid one and is supported by scholarly research and
19 empirical data.

20 32. This Court has also considered Mr. Aguero's testimony and reviewed his expert
21 report, which is Exhibit 32. The Court has also reviewed Brandon McNeely's reports and the
22 Exhibits included within Exhibit 59, A, B, C, D and E.

23 33. The Court has also considered the testimony of Mr. Frank DeCarlo when he
24 testified about the mitigation marketing costs, and Lilia Santos, who testified to the loss of
25 guests of the ATLANTIS to the GSR.

26 34. Having considered both models, this Court feels the more appropriate model in
27 this particular case is the actual win-loss model. That model is based upon the data provided by
28

1 both parties, the hard data and an analysis that is well reasoned and supported not only by the
2 evidence, but scholarly review.

3 35. Therefore, the compensatory damages as to Defendant ISLAM, as previously
4 described will be on the first count for breach of contract, \$10,941 plus an additional \$2,119.
5 As to the violation of the Uniform Trade Secret Act, judgment will be in favor of Plaintiff,
6 against Defendant ISLAM in the amount of \$10,814.

7 **Punitive Damages**

8 36. The Plaintiff has requested punitive damages be awarded in this case and this
9 Court finds that punitive damages are warranted here.

10 37. Ms. ISLAM testified that her actions were malicious, as they were intended to
11 hurt the ATLANTIS. Despite whatever reason she may have felt justified her actions, her
12 actions were unjustified, they were willful, they were malicious, and they were intentional.

13 38. Punitive damages have a two-pronged effect. One is to punish the transgressor
14 and the other is to serve as an example to deter others similarly situated from engaging in the
15 same conduct. Therefore, there are several factors to be taken into consideration, including the
16 willfulness of the conduct, the public interest that is at stake, and not the least of which is the
17 Defendant's financial condition. Ms. ISLAM testified that she makes \$80,000 per year. This
18 Court is assessing significant compensatory damages against her. However, the Court feels
19 that a significant punitive damage is necessary in order to deter others from violating those
20 contracts between the ATLANTIS and its employees. This Court therefore has determined that
21 a punitive damage award of \$20,000, representing one quarter of her annual salary, is an
22 appropriate punishment to Ms. ISLAM.

23 **Attorney Fee Award**

24 39. The Uniform Trade Secrets Act also provides for the award of Attorney's fees in
25 the case of willful and malicious misappropriation.

26 40. Having found in favor of the Plaintiff as the prevailing party against the
27 Defendant ISLAM, under the circumstances of this case, this Court will award attorney's fees
28

1 and litigation costs. Those fees will be awarded after appropriate affidavit of fees and the
2 memorandum of costs are timely submitted.

3 **Injunctive Relief**

4 41. This Court further finds that this is an appropriate matter in which to impose a
5 Permanent Injunction, pursuant to NRS 600A.040, prohibiting ISLAM from any further use of
6 the trade secret information at issue until such time as the information becomes ascertainable
7 by proper means by the public or is otherwise no longer a Trade Secret as defined by NRS
8 600A.030(5). In this regard, ISLAM is Ordered to destroy any and all customer lists obtained
9 from or originating from ATLANTIS, including specifically the spiral notebooks, copies of
10 which have been marked at trial as Exhibits 6, 80 and 81. Further, ISLAM is Ordered to purge
11 from any electronic record or physical records, any and all information (including any
12 information not previously produced by her in the litigation which is subsequently located)
13 which has been identified in this decision as a trade secret, originating from the ATLANTIS.

14 **CONCLUSION**

15 42. Judgment in favor of ATLANTIS against Defendant ISLAM.

16 DATED AND DONE this 26 day of AUGUST, 2013.

17
18 
19 DISTRICT JUDGE

20 Respectfully submitted,

21 LAXALT & NOMURA, LTD
22

23 By:

24 ROBERT A. DOTSON (NSB # 5285)
25 ANGELA M. BADER, ESQ. (NSB #5574)
26 9600 Gateway Dr.
27 Reno, NV 89521
28 T: (775) 322-1170
F: (775) 322-1865

**SECOND JUDICIAL DISTRICT COURT
STATE OF NEVADA
COUNTY OF WASHOE**

Case History - CV12-01171

Case Description: GOLDEN ROAD MOTOR VS. SUMONA ISLAM ETAL (B7)

Case Number: CV12-01171 Case Type: GENERAL CIVIL - Initially Filed On: 4/27/2012

Parties

<u>Party Type & Name</u>	<u>Party Status</u>
JUDG - JANET J. BERRY - D1	Party ended on: 6/5/2012 12:00:00AM
JUDG - BRENT ADAMS - B6	Party ended on: 5/15/2012 12:00:00AM
JUDG - PATRICK FLANAGAN - B7	Active
PLTF - GOLDEN ROAD MOTOR INN, INC. - @1178	Active
DEFT - GSR ENTERPRISES, LLC - @1222500	Active
DEFT - SUMONA ISLAM - @102054	Active
DEFT - NAV-RENO-GS, LLC - @1222940	Active
ATTY - Mark Douglas Wray, Esq. - 4425	Active
ATTY - H. Stan Johnson, Esq. - 265	Active
ATTY - Robert A. Dotson, Esq. - 5285	Active
ATTY - Brian A. Morris, Esq - 11217	Active
ATTY - Angela M. Bader, Esq. - 5574	Active

Disposed Hearings

-
- 1 Department: B6 -- Event: APPLICATION FOR TRO -- Scheduled Date & Time: 5/7/2012 at 13:30:00
Extra Event Text: P - ROB DOTSON - 322-1170
Event Disposition: D435 - 5/7/2012
 - 2 Department: D1 -- Event: Request for Submission -- Scheduled Date & Time: 5/21/2012 at 08:19:00
Extra Event Text: PROPOSED TRO AGAINST NAV-RENO-GS, LLC (PRINTED WITH CK)
Event Disposition: S200 - 6/7/2012
 - 3 Department: B6 -- Event: PRELIMINARY INJUNCTION -- Scheduled Date & Time: 5/21/2012 at 09:00:00
Extra Event Text: P - ROB DOTSON - 322-1170
Event Disposition: D845 - 5/15/2012
 - 4 Department: B6 -- Event: PRELIMINARY INJUNCTION -- Scheduled Date & Time: 5/29/2012 at 09:00:00
Extra Event Text: ALTERNATE DATE IF CT NOT AVAILABLE ON 5/21
Event Disposition: D843 - 5/23/2012
 - 5 Department: D7 -- Event: STATUS HEARING -- Scheduled Date & Time: 6/20/2012 at 15:00:00

Event Disposition: D435 - 6/20/2012
 - 6 Department: D7 -- Event: STATUS HEARING -- Scheduled Date & Time: 8/2/2012 at 13:30:00

Event Disposition: D875 - 8/2/2012
 - 7 Department: D7 -- Event: EXHIBITS TO BE MARKED W/CLERK -- Scheduled Date & Time: 8/24/2012 at 09:00:00
Extra Event Text: IN JURY ROOM
Event Disposition: D850 - 8/24/2012

Report Does Not Contain Sealed Cases or Confidential Information

- 8 Department: D7 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 8/27/2012 at 09:30:00
Extra Event Text: AND PRELIMINARY INJUNCTION - FOUR DAYS
Event Disposition: D843 - 7/16/2012
- 9 Department: D7 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 8/27/2012 at 09:30:00
Extra Event Text: AND PRELIMINARY INJUNCTION - FOUR DAYS
Event Disposition: D843 - 7/16/2012
- 10 Department: D7 -- Event: PRELIMINARY INJUNCTION -- Scheduled Date & Time: 8/27/2012 at 09:30:00

Event Disposition: D845 - 8/24/2012
- 11 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 1/17/2013 at 13:01:00
Extra Event Text: PLAINTIFF'S MOTION TO COMPEL
Event Disposition: S200 - 2/5/2013
- 12 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 1/17/2013 at 16:20:00
Extra Event Text: PLAINTIFF'S MOTION TO COMPEL
Event Disposition: S200 - 1/18/2013
- 13 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 3/5/2013 at 12:31:00
Extra Event Text: MOTION TO DISSOLVE PRELIMINARY INJUNCTION FILED 2/2/2013
Event Disposition: S200 - 4/25/2013
- 14 Department: D7 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 3/13/2013 at 13:15:00
Extra Event Text: Prel Injunc - 08.27.12 - 9:00 a.m.
Event Disposition: D844 - 2/12/2013
- 15 Department: D7 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 3/25/2013 at 09:30:00
Extra Event Text: Prel Injunc - 08.27.12 - 9:00 a.m.
Event Disposition: D844 - 2/12/2013
- 16 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 3/25/2013 at 09:26:00
Extra Event Text: PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT
Event Disposition: S200 - 5/7/2013
- 17 Department: D7 -- Event: STATUS HEARING -- Scheduled Date & Time: 4/23/2013 at 13:30:00

Event Disposition: D435 - 4/23/2013
- 18 Department: D7 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 4/29/2013 at 16:45:00

Event Disposition: D435 - 4/29/2013
- 19 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 5/7/2013 at 09:30:00
Extra Event Text: GOLDEN ROAD'S MOTION TO COMPEL AGAINST GSR
Event Disposition: S200 - 5/24/2013
- 20 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 5/7/2013 at 14:22:00
Extra Event Text: MOTION TO COMPEL AGAINST GSR
Event Disposition: S200 - 5/9/2013
- 21 Department: D6 -- Event: SETTLEMENT CONFERENCE -- Scheduled Date & Time: 5/9/2013 at 09:00:00
Extra Event Text: B7 case
Event Disposition: D845 - 5/9/2013

- 22 Department: D7 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 5/30/2013 at 13:15:00
Event Disposition: D843 - 4/23/2013
- 23 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 6/4/2013 at 16:56:00
Extra Event Text: GRAND SIERRA RESORT'S MOTION TO COMPEL DISCOVERY RESPONSES
Event Disposition: S200 - 6/10/2013
- 24 Department: D7 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 6/10/2013 at 09:30:00
Extra Event Text: BUS CT TRIAL RESET TO 06.10.13 VIA STIPULATION FILED 02.12.13 - ks
Event Disposition: D844 - 4/23/2013
- 25 Department: D7 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 6/10/2013 at 13:15:00
Event Disposition: D430 - 6/10/2013
- 26 Department: D7 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 7/1/2013 at 09:30:00
Extra Event Text: Trial - 07.01.13 - 9:30 a.m. [#1 B7 - 8 day bench] TRIAL RESET TO COMMENCE 07.01.13 - 9:30 A.M. - PURSUANT TO STATUS HEARING OF
Event Disposition: D832 - 7/1/2013
- 27 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 7/1/2013 at 08:00:00
Extra Event Text: PLAINTIFF'S MOTION TO STRIKE THE MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY GSR
Event Disposition: S200 - 7/15/2013
- 28 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/2/2013 at 09:00:00
Extra Event Text: DAY 2
Event Disposition: D832 - 7/2/2013
- 29 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/3/2013 at 13:30:00
Extra Event Text: DAY 3
Event Disposition: D832 - 7/3/2013
- 30 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/8/2013 at 09:30:00
Extra Event Text: DAY 4
Event Disposition: D832 - 7/8/2013
- 31 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/9/2013 at 09:00:00
Extra Event Text: DAY FIVE
Event Disposition: D832 - 7/9/2013
- 32 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/10/2013 at 11:00:00
Event Disposition: D832 - 7/10/2013
- 33 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/11/2013 at 13:30:00
Extra Event Text: DAY SEVEN
Event Disposition: D832 - 7/11/2013
- 34 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/12/2013 at 10:00:00
Extra Event Text: DAY EIGHT
Event Disposition: D832 - 7/12/2013
- 35 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/16/2013 at 09:00:00
Extra Event Text: DAY 9
Event Disposition: D832 - 7/16/2013

- 36 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/17/2013 at 14:00:00
Extra Event Text: DAY 10 - CLOSING ARGUMENTS
Event Disposition: D832 - 7/17/2013
- 37 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/18/2013 at 09:00:00
Extra Event Text: DAY 11
Event Disposition: D424 - 7/18/2013
- 38 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 8/13/2013 at 17:00:00
Extra Event Text: PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW (PAPER ORDER PROVIDED)
Event Disposition: S200 - 8/14/2013
- 39 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 9/23/2013 at 15:48:00
Extra Event Text: PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW AS TO GOLDEN ROAD MOTOR INN (ORDER ATTACHED AS EXHIBIT)
Event Disposition: S200 - 9/23/2013
- 40 Department: D7 -- Event: STATUS HEARING -- Scheduled Date & Time: 9/24/2013 at 13:30:00

Event Disposition: D435 - 9/24/2013

Actions

- | | <u>Filing Date</u> | <u>-</u> | <u>Docket Code & Description</u> |
|----|--------------------|----------|---|
| 1 | 4/27/2012 | - | \$1422 - \$Complaint - Business Court
Additional Text: Transaction 2918916 - Approved By: AZION : 04-27-2012:15:44:47 |
| 2 | 4/27/2012 | - | PAYRC - **Payment Receipted
Additional Text: A Payment of \$1,520.00 was made on receipt DCDC357950. |
| 3 | 4/30/2012 | - | 1312 - Case Assignment Notification
Additional Text: Transaction 2920395 - Approved By: NOREVIEW : 04-30-2012:11:24:04 |
| 4 | 4/30/2012 | - | NEF - Proof of Electronic Service
Additional Text: Transaction 2920410 - Approved By: NOREVIEW : 04-30-2012:11:26:39 |
| 5 | 5/1/2012 | - | 4090 - ** Summons Issued
Additional Text: X2 |
| 6 | 5/3/2012 | - | 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION -
Transaction 2930037 - Approved By: VALLEN : 05-03-2012:16:57:18 |
| 7 | 5/3/2012 | - | 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF ROBERT DOTSON IN SUPPORT OF MOTION FOR TEMPORARY RESTRAINING ORDER -
Transaction 2930037 - Approved By: VALLEN : 05-03-2012:16:57:18 |
| 8 | 5/3/2012 | - | NEF - Proof of Electronic Service
Additional Text: Transaction 2930092 - Approved By: NOREVIEW : 05-03-2012:16:58:34 |
| 9 | 5/4/2012 | - | 4085 - Summons Filed
Additional Text: SERVED SUMMONS & COMPLAINT ON SUMONA ISLAM ON 5/1/12 AT 7:24 PM - Transaction 2930747 - Approved
By: VALLEN : 05-04-2012:10:35:28 |
| 10 | 5/4/2012 | - | NEF - Proof of Electronic Service
Additional Text: Transaction 2930842 - Approved By: NOREVIEW : 05-04-2012:10:38:40 |

- 11 5/7/2012 - 1090 - Amended Complaint
Additional Text: AMENDED VERIFIED COMPLAINT FOR DAMAGES - Transaction 2934084 - Approved By: AZION : 05-07-2012:12:51:17
- 12 5/7/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2934142 - Approved By: NOREVIEW : 05-07-2012:12:53:29
- 13 5/8/2012 - 2610 - Notice ...
Additional Text: PLAINTIFF'S NOTICE OF NRCP 7.1 DISCLOSURE - Transaction 2939145 - Approved By: YLLOYD : 05-08-2012:14:43:39
- 14 5/8/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2939527 - Approved By: NOREVIEW : 05-08-2012:14:48:31
- 15 5/9/2012 - 3060 - Ord Granting Mtn ...
Additional Text: EX PARTE MOTION FOR TEMPORARY RESTRAINING ORDER AGAINST DEFENDANT SUMONA ISLAM - Transaction 2942552 - Approved By: NOREVIEW : 05-09-2012:14:11:34
- 16 5/9/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2942560 - Approved By: NOREVIEW : 05-09-2012:14:12:59
- 17 5/10/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 2946003 - Approved By: NOREVIEW : 05-10-2012:15:12:41
- 18 5/10/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2946036 - Approved By: NOREVIEW : 05-10-2012:15:18:15
- 19 5/14/2012 - MIN - ***Minutes
Additional Text: Application for TRO - Transaction 2949941 - Approved By: NOREVIEW : 05-14-2012:10:02:25
- 20 5/14/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2949946 - Approved By: NOREVIEW : 05-14-2012:10:04:11
- 21 5/14/2012 - 1067 - Affidavit of Service
Additional Text: AFFIDAVIT OF SERVICE OF SUMONA ISLAM - Transaction 2952022 - Approved By: JYOST : 05-14-2012:16:25:56
- 22 5/14/2012 - 4190 - Transcript - Partial
Additional Text: May 7, 2012- Motion for TRO- Judge's recommendations - Transaction 2952026 - Approved By: NOREVIEW : 05-14-2012:16:23:31
- 23 5/14/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2952052 - Approved By: NOREVIEW : 05-14-2012:16:28:20
- 24 5/14/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2952075 - Approved By: NOREVIEW : 05-14-2012:16:31:17
- 25 5/15/2012 - \$1131 - \$Answer - Business Court
Additional Text: SUMONA ISLAM
- 26 5/15/2012 - 2520 - Notice of Appearance
No additional text exists for this entry.
- 27 5/15/2012 - \$3375 - \$Peremptory Challenge
Additional Text: DEF: SUMONA ISLAM
- 28 5/15/2012 - 2610 - Notice ...
Additional Text: OF PEREMTORY CHALLENGE OF JUDGE

- 29 5/15/2012 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$1,473.00 was made on receipt DCDC360267.
- 30 5/15/2012 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$450.00 was made on receipt DCDC360269.
- 31 5/16/2012 - 1312 - Case Assignment Notification
Additional Text: Transaction 2956576 - Approved By: NOREVIEW : 05-16-2012:09:48:13
- 32 5/16/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2956585 - Approved By: NOREVIEW : 05-16-2012:09:50:14
- 33 5/17/2012 - 3373 - Other ...
Additional Text: HEARING BRIEF - Transaction 2962612 - Approved By: SHAMBRIG : 05-18-2012:09:16:50
- 34 5/17/2012 - 3373 - Other ...
Additional Text: PLAINTIFF'S LIST OF EXHIBITS - Transaction 2962710 - Approved By: MCHOLICO : 05-18-2012:08:45:20
(SCANNED IMAGE REFLECTS MANNER IN WHICH DOCUMENT WAS RECEIVED - 5-18-2012 -SC)
- 35 5/18/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2963081 - Approved By: NOREVIEW : 05-18-2012:08:47:44
- 36 5/18/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2963281 - Approved By: NOREVIEW : 05-18-2012:09:19:55
- 37 5/18/2012 - 3860 - Request for Submission
Additional Text: Transaction 2965634 - Approved By: YLLOYD : 05-21-2012:08:16:38
DOCUMENT TITLE: PROPOSED ORDER FOR TEMPORARY RESTRAINING ORDER AGAINST NAV-RENO-GS, LLC
PARTY SUBMITTING: ROBERT DOTSON
DATE SUBMITTED: 5/18/12
SUBMITTED BY: YLLOYD
DATE RECEIVED JUDGE OFFICE:
- 38 5/21/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2965901 - Approved By: NOREVIEW : 05-21-2012:08:18:16
- 39 5/31/2012 - 1140 - Answer to Amended Complaint
Additional Text: Transaction 2987152 - Approved By: SHAMBRIG : 05-31-2012:09:36:13
- 40 5/31/2012 - \$1560 - \$Def 1st Appearance - CV
Additional Text: GRAND SIERRA RESORT - Transaction 2987152 - Approved By: SHAMBRIG : 05-31-2012:09:36:13
- 41 5/31/2012 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$213.00 was made on receipt DCDC361996.
- 42 5/31/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2987374 - Approved By: NOREVIEW : 05-31-2012:09:39:03
- 43 6/1/2012 - 1140 - Answer to Amended Complaint
Additional Text: DEFT ISLAM'S ANSWER TO PLTF GOLDEN ROAD'S AMENDED VERIFIED COMPLAINT FOR DAMAGES -
Transaction 2989608 - Approved By: AZION : 06-01-2012:09:51:19
- 44 6/1/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2990249 - Approved By: NOREVIEW : 06-01-2012:09:53:38
- 45 6/5/2012 - 3370 - Order ...
Additional Text: ORDER DIRECTING RANDOM REASSIGNMENT

- 46 6/5/2012 - 1312 - Case Assignment Notification
Additional Text: CASE RANDOMLY REASSIGNED TO DEPARTMENT B7 - Transaction 2996339 - Approved By: NOREVIEW : 06-05-2012:08:29:43
- 47 6/5/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2996354 - Approved By: NOREVIEW : 06-05-2012:08:31:20
- 48 6/6/2012 - 2529 - Notice of Early Case Conferenc
Additional Text: Transaction 3000375 - Approved By: NOREVIEW : 06-06-2012:13:54:20
- 49 6/6/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3000383 - Approved By: NOREVIEW : 06-06-2012:13:56:12
- 50 6/6/2012 - 2840 - Ord Denying ...
Additional Text: ASSIGNMENT TO BUSINESS COURT B7 - Transaction 3000681 - Approved By: NOREVIEW : 06-06-2012:14:29:05
- 51 6/6/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3000726 - Approved By: NOREVIEW : 06-06-2012:14:33:48
- 52 6/7/2012 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 53 6/8/2012 - 2630 - Objection to ...
Additional Text: OBJECTION TO COURT'S ORDER DENYING PEREMPTORY CHALLENGE OF JUDGE; REQUEST FOR HEARING - Transaction 3006514 - Approved By: YLLOYD : 06-08-2012:15:55:07
- 54 6/8/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3006546 - Approved By: NOREVIEW : 06-08-2012:15:59:25
- 55 6/11/2012 - 3370 - Order ...
Additional Text: DIRECTING RANDOM REASSIGNMENT - Transaction 3008965 - Approved By: NOREVIEW : 06-11-2012:13:34:34
- 56 6/11/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3008966 - Approved By: NOREVIEW : 06-11-2012:13:35:55
- 57 6/12/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3011994 - Approved By: NOREVIEW : 06-12-2012:13:52:16
- 58 6/12/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3012009 - Approved By: NOREVIEW : 06-12-2012:13:54:17
- 59 6/12/2012 - 3880 - Response...
Additional Text: RESPONSE OF PLAINTIFF TO ORDER DIRECTING RANDOM REASSIGNMEN - Transaction 3012874 - Approved By: YLLOYD : 06-12-2012:16:24:32
- 60 6/12/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3012911 - Approved By: NOREVIEW : 06-12-2012:16:26:13
- 61 6/13/2012 - 3370 - Order ...
Additional Text: AFTER RECONSIDERATION - Transaction 3015690 - Approved By: NOREVIEW : 06-13-2012:13:24:12
- 62 6/13/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3015693 - Approved By: NOREVIEW : 06-13-2012:13:25:27
- 63 6/13/2012 - 1650 - Errata...
Additional Text: ERRATA TO RESPONSE OF PLAINTIFF TO ORDER DIRECTING RANDOM REASSIGNMENT - Transaction 3016939 - Approved By: VALLEN : 06-13-2012:16:44:07

- 64 6/13/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3017166 - Approved By: NOREVIEW : 06-13-2012:16:49:34
- 65 6/21/2012 - MIN - ***Minutes
Additional Text: STATUS HEARING - 06/20/12 - Transaction 3035163 - Approved By: NOREVIEW : 06-21-2012:15:58:50
- 66 6/21/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3035226 - Approved By: NOREVIEW : 06-21-2012:16:05:38
- 67 6/29/2012 - 1835 - Joint Case Conference Report
Additional Text: Transaction 3053723 - Approved By: ASMITH : 06-29-2012:16:18:10
- 68 6/29/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3053736 - Approved By: NOREVIEW : 06-29-2012:16:20:45
- 69 7/2/2012 - 3696 - Pre-Trial Order
Additional Text: Transaction 3054761 - Approved By: NOREVIEW : 07-02-2012:10:27:16
- 70 7/2/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3054776 - Approved By: NOREVIEW : 07-02-2012:10:30:45
- 71 7/5/2012 - 3105 - Ord Granting ...
Additional Text: GOLDEN ROAD MOTOR INN, INC'S MOTION FOR TEMPORARY RESTRAINING ORDER AGAINST DEFENDANT SUMONA ISLAM AND AGREEMENT BETWEEN DEFENDANT NAV-RENO-GS, LLC, dba GRAND SIERRA RESORT AND GOLDEN ROAD MOTOR INN - Transaction 3061306 - Approved By: NOREVIEW : 07-05-2012:11:36:31
- 72 7/5/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3061314 - Approved By: NOREVIEW : 07-05-2012:11:37:47
- 73 7/5/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3061625 - Approved By: NOREVIEW : 07-05-2012:13:52:49
- 74 7/5/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3061640 - Approved By: NOREVIEW : 07-05-2012:13:54:39
- 75 7/6/2012 - TRO - **TRO Cash Bond
No additional text exists for this entry.
- 76 7/6/2012 - 2610 - Notice ...
Additional Text: NOTICE OF POSTING BOND - Transaction 3064935 - Approved By: JYOST : 07-06-2012:16:23:00
- 77 7/6/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3064954 - Approved By: NOREVIEW : 07-06-2012:16:26:17
- 78 7/16/2012 - 4050 - Stipulation ...
Additional Text: STIPULATION TO RESET TRIAL - Transaction 3085808 - Approved By: AZION : 07-16-2012:13:44:19
- 79 7/16/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3085959 - Approved By: NOREVIEW : 07-16-2012:13:50:58
- 80 7/16/2012 - 3370 - Order ...
Additional Text: RESETTING TRIAL - Transaction 3086612 - Approved By: NOREVIEW : 07-16-2012:15:22:35
- 81 7/16/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3086644 - Approved By: NOREVIEW : 07-16-2012:15:26:26

- 82 7/17/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3089618 - Approved By: NOREVIEW : 07-17-2012:13:39:25
- 83 7/17/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3089644 - Approved By: NOREVIEW : 07-17-2012:13:42:15
- 84 7/25/2012 - 2605 - Notice to Set
Additional Text: 07-27-12 @10:00 - Transaction 3106473 - Approved By: AZION : 07-25-2012:09:43:57
- 85 7/25/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3106490 - Approved By: NOREVIEW : 07-25-2012:09:45:53
- 86 7/27/2012 - 1250E - Application for Setting eFile
Additional Text: Prel Injunc - 08.27.12 - 9:00 a.m.
PTC - 03.13.13 - 1:15 p.m.
Trial - 03.25.13 - 9:30 a.m. [#1 B7 - 5 day bench]

Attys:
P: Rob Dotson, Esq., Angie Bader, Esq. - 322.1170
[Debbie Robinson, Esq., In-House Counsel for the Atlantis/Monarch]
D Islma - Mark Wray, Esq. - 348.8877
D GSR - Steven Cohen, Esq., Stanley Johnson, Esq. - 702.823.3500
- 87 7/27/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3112215 - Approved By: NOREVIEW : 07-27-2012:10:25:50
- 88 8/17/2012 - 1120 - Amended ...
Additional Text: PLTF'S AMENDED LIST OF WITNESSES AND EXHIBITS - Transaction 3156884 - Approved By: AZION : 08-17-2012:15:45:45
- 89 8/17/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3156958 - Approved By: NOREVIEW : 08-17-2012:15:48:23
- 90 8/17/2012 - 1605 - Designation of Witness
Additional Text: DEFT SUMONA ISLAM'S DESIGNATION OF PROPOSED WITNESSES AND PROPOSED EXHIBITS FOR PRELIMINARY INJUNCTION HEARING - Transaction 3157061 - Approved By: AZION : 08-17-2012:16:16:23
- 91 8/17/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3157074 - Approved By: NOREVIEW : 08-17-2012:16:17:40
- 92 8/22/2012 - 1960 - Memorandum ...
Additional Text: MEMORANDUM OF SUMONA ISLAM FOR PRELIMINARY INJUNCTION HEARING - Transaction 3168061 - Approved By: AZION : 08-22-2012:12:08:45
- 93 8/22/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3168069 - Approved By: NOREVIEW : 08-22-2012:12:10:26
- 94 8/22/2012 - 1120 - Amended ...
Additional Text: AMENDED HEARING BRIEF - Transaction 3169542 - Approved By: AZION : 08-22-2012:16:40:27
- 95 8/22/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3169570 - Approved By: NOREVIEW : 08-22-2012:16:44:12
- 96 8/22/2012 - 1020 - Addendum
Additional Text: ADDENDUM TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3169664 - Approved By: AZION : 08-23-2012:08:23:45
- 97 8/22/2012 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLTF'S MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3169664 - Approved By: AZION : 08-23-2012:08:23:45

- 98 8/23/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3169879 - Approved By: NOREVIEW : 08-23-2012:08:25:36
- 99 8/23/2012 - \$2160 - \$Mtn Partial Sum Judgment
Additional Text: Transaction 3170173 - Approved By: AZION : 08-23-2012:09:30:40
- 100 8/23/2012 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$200.00 was made on receipt DCDC373435.
- 101 8/23/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3170201 - Approved By: NOREVIEW : 08-23-2012:09:32:21
- 102 8/24/2012 - 4050 - Stipulation ...
Additional Text: STIPULATION FOR PRELIMINARY INJUNCTION - Transaction 3173135 - Approved By: AZION : 08-24-2012:09:26:51
- 103 8/24/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3173193 - Approved By: NOREVIEW : 08-24-2012:09:29:06
- 104 8/24/2012 - 3370 - Order ...
Additional Text: ON STIPULATION FOR PRELIMINARY INJUNCTION - Transaction 3174446 - Approved By: NOREVIEW : 08-24-2012:14:27:23
- 105 8/24/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3174462 - Approved By: NOREVIEW : 08-24-2012:14:30:22
- 106 8/24/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3174744 - Approved By: NOREVIEW : 08-24-2012:15:44:22
- 107 8/24/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3174747 - Approved By: NOREVIEW : 08-24-2012:15:46:50
- 108 8/27/2012 - 3980 - Stip and Order...
Additional Text: STIPULATED PROTECTIVE ORDER - Transaction 3178377 - Approved By: NOREVIEW : 08-27-2012:16:53:04
- 109 8/27/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3178384 - Approved By: NOREVIEW : 08-27-2012:16:54:40
- 110 8/28/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3179227 - Approved By: NOREVIEW : 08-28-2012:10:49:52
- 111 8/28/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3179240 - Approved By: NOREVIEW : 08-28-2012:10:52:42
- 112 9/10/2012 - 1120 - Amended ...
Additional Text: AMENDED JOINT CASE CONFERENCE REPORT - Transaction 3203913 - Approved By: AZION : 09-10-2012:09:59:07
- 113 9/10/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3204000 - Approved By: NOREVIEW : 09-10-2012:10:04:33
- 114 9/10/2012 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION OF SUMONA ISLAM TO ATLANTIS MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3206740 - Approved By: MCHOLICO : 09-10-2012:16:41:02
- 115 9/10/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3206799 - Approved By: NOREVIEW : 09-10-2012:16:45:32

- 116 9/13/2012 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3215808 - Approved By: MFERNAND : 09-13-2012:14:53:33
- 117 9/13/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3215922 - Approved By: NOREVIEW : 09-13-2012:14:55:56
- 118 9/26/2012 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3244593 - Approved By: AZION : 09-26-2012:16:43:13
- 119 9/26/2012 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3244593 - Approved By: AZION : 09-26-2012:16:43:13
- 120 9/26/2012 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3244593 - Approved By: AZION : 09-26-2012:16:43:13
- 121 9/26/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3244624 - Approved By: NOREVIEW : 09-26-2012:16:45:19
- 122 10/3/2012 - 4050 - Stipulation ...
Additional Text: STIPULATION TO SUSPEND BRIEFING SCHEDULE TO ALLOW REQUESTED DISCOVERY - Transaction 3260195 - Approved By: AZION : 10-03-2012:16:44:32
- 123 10/3/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3260226 - Approved By: NOREVIEW : 10-03-2012:16:48:10
- 124 10/4/2012 - 3370 - Order ...
Additional Text: SUSPENDING BRIEFING SCHEDULE - Transaction 3260666 - Approved By: NOREVIEW : 10-04-2012:09:13:00
- 125 10/4/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3260676 - Approved By: NOREVIEW : 10-04-2012:09:15:50
- 126 10/4/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3262014 - Approved By: NOREVIEW : 10-04-2012:13:52:44
- 127 10/4/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3262069 - Approved By: NOREVIEW : 10-04-2012:13:59:26
- 128 1/8/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3450965 - Approved By: APOMA : 01-08-2013:16:43:56
- 129 1/8/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3451076 - Approved By: NOREVIEW : 01-08-2013:16:47:09
- 130 1/8/2013 - 2270 - Mtn to Compel...
Additional Text: PLAINTIFF'S MOTION TO COMPEL - Transaction 3451172 - Approved By: MCHOLICO : 01-09-2013:09:01:46
- 131 1/9/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3451611 - Approved By: NOREVIEW : 01-09-2013:09:05:10
- 132 1/9/2013 - 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION FOR ORDER SHORTENING TIME TO BRIEF PLAINTIFF'S MOTION TO COMPEL - Transaction 3452976 - Approved By: APOMA : 01-09-2013:14:42:42
- 133 1/9/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF ROBERT A. DOTSON, ESQ. IN SUPPORT OF EX PARTE MOTION FOR ORDER SHORTENING TIME - Transaction 3452976 - Approved By: APOMA : 01-09-2013:14:42:42

- 134 1/9/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3453059 - Approved By: NOREVIEW : 01-09-2013:14:44:42
- 135 1/10/2013 - 3245 - Ord Shortening Time
Additional Text: Transaction 3456620 - Approved By: NOREVIEW : 01-10-2013:14:18:47
- 136 1/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3456630 - Approved By: NOREVIEW : 01-10-2013:14:20:37
- 137 1/10/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3457235 - Approved By: NOREVIEW : 01-10-2013:16:00:51
- 138 1/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3457288 - Approved By: NOREVIEW : 01-10-2013:16:07:24
- 139 1/11/2013 - 2525 - Notice of Change of Address
Additional Text: NOTICE OF CHANGE OF ADDRESS OF COUNSEL - Transaction 3459628 - Approved By: APOMA : 01-11-2013:14:21:52
- 140 1/11/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3459652 - Approved By: NOREVIEW : 01-11-2013:14:25:21
- 141 1/15/2013 - 3880 - Response...
Additional Text: RESPONSE OF SUMONA ISLAM TO PLAINTIFF'S MOTION TO COMPEL - Transaction 3465552 - Approved By: MCHOLICO : 01-15-2013:16:15:51
- 142 1/15/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3467501 - Approved By: NOREVIEW : 01-15-2013:16:18:19
- 143 1/16/2013 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL - Transaction 3468648 - Approved By: MLAWRENC : 01-16-2013:09:00:20
- 144 1/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3468752 - Approved By: NOREVIEW : 01-16-2013:09:06:13
- 145 1/17/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF PLAINTIFF'S MOTION TO COMPEL - Transaction 3474069 - Approved By: APOMA : 01-17-2013:15:54:24
- 146 1/17/2013 - 3860 - Request for Submission
Additional Text: PLAINTIFF'S MOTION TO COMPEL
PARTY SUBMITTING: ROBERT DOTSON, ESQ.
DATE SUBMITTED: 1/17/13
SUBMITTED BY: APOMA
DATE RECEIVED JUDGE OFFICE:
- 147 1/17/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3474395 - Approved By: NOREVIEW : 01-17-2013:15:57:49
- 148 1/18/2013 - S200 - Request for Submission Complet
Additional Text: [MOTION TO COMPEL PLACED ON DISCOVERY COMMISSIONER'S SUBMIT LIST PURSUANT TO ORDER FILED 01.10.13 - ks]
- 149 2/5/2013 - 1940 - Master's Findings/Recommend
Additional Text: RECOMMENDATION FOR ORDER - Transaction 3512473 - Approved By: NOREVIEW : 02-05-2013:16:17:31
- 150 2/5/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.

- 151 2/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3512517 - Approved By: NOREVIEW : 02-05-2013:16:21:37
- 152 2/7/2013 - 2490 - Motion ...
Additional Text: MOTION TO DISSOLVE PRELIMINARY INJUNCTION - Transaction 3516178 - Approved By: MCHOLICO : 02-07-2013:08:50:26
- 153 2/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3516262 - Approved By: NOREVIEW : 02-07-2013:08:52:18
- 154 2/12/2013 - 4045 - Stipulation to Continuance
Additional Text: STIPULATION TO CONTINUE TRIAL AND RELATED DISCOVERY - Transaction 3527406 - Approved By: MFERNAND : 02-12-2013:14:43:30
- 155 2/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3527581 - Approved By: NOREVIEW : 02-12-2013:14:45:17
- 156 2/12/2013 - 2501 - Non-Opposition ...
Additional Text: NON-OPPOSITION TO MOTION TO DISSOLVE PRELIMINARY INJUNCTION - Transaction 3528085 - Approved By: MCHOLICO : 02-12-2013:16:07:36
- 157 2/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3528226 - Approved By: NOREVIEW : 02-12-2013:16:10:36
- 158 2/13/2013 - 3370 - Order ...
Additional Text: CONTINUING TRIAL AND RELATED DISCOVERY - [TRIAL TO COMMENCE 06.10.13 - ks]
- 159 2/13/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3530456 - Approved By: NOREVIEW : 02-13-2013:14:55:16
- 160 2/13/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3530828 - Approved By: NOREVIEW : 02-13-2013:16:09:46
- 161 2/13/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3530896 - Approved By: NOREVIEW : 02-13-2013:16:15:57
- 162 2/14/2013 - 4045 - Stipulation to Continuance
Additional Text: STIPULATION TO CONTINUE PRE-TRIAL CONFERENCE - Transaction 3533152 - Approved By: MFERNAND : 02-14-2013:15:50:49
- 163 2/14/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3533595 - Approved By: NOREVIEW : 02-14-2013:15:53:34
- 164 2/15/2013 - 3370 - Order ...
Additional Text: CONTINUING PRE-TRIAL CONFERENCE [PTC SET FOR 05.30.13 - 1:15 P.M. - ks]
- 165 2/15/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3535335 - Approved By: NOREVIEW : 02-15-2013:11:29:32
- 166 2/15/2013 - 2645 - Opposition to Mtn ...
Additional Text: SUPPLEMENTAL OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3537401 - Approved By: APOMA : 02-19-2013:09:38:44
- 167 2/19/2013 - 4105 - Supplemental ...
Additional Text: SUPPLEMENTAL OPPOSITION TO SUMONA ISLAM TO ATLANTIS MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3538183 - Approved By: MCHOLICO : 02-19-2013:12:30:43
- 168 2/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3538230 - Approved By: NOREVIEW : 02-19-2013:09:42:12

- 169 2/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3539238 - Approved By: NOREVIEW : 02-19-2013:12:32:41
- 170 2/20/2013 - 3370 - Order ...
Additional Text: [ADOPTING DISCOVERY COMMISSIONER'S RECOMMENDATION FOR ORDER FILED FEBRUARY 5, 2013 - ks]
- 171 2/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3543336 - Approved By: NOREVIEW : 02-20-2013:14:46:51
- 172 2/22/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3548891 - Approved By: NOREVIEW : 02-22-2013:11:48:43
- 173 2/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3548904 - Approved By: NOREVIEW : 02-22-2013:11:51:24
- 174 2/22/2013 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFF'S OPPOSITION TO DEFENDANT SUMONA ISLAM'S MOTION TO PARTIALLY DISSOLVE PRELIMINARY INJUNCTION AND COUNTERMOTION TO CONTINUE PRELIMINARY INJUNCTION - Transaction 3549709 - Approved By: JYOST : 02-22-2013:15:07:42
- 175 2/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3549811 - Approved By: NOREVIEW : 02-22-2013:15:09:21
- 176 2/25/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO DISSOLVE PRELIMINARY INJUNCTION AND OPPOSITION TO MOTION TO CONTINUE INJUNCTION - Transaction 3551417 - Approved By: MCHOLICO : 02-25-2013:11:18:47
- 177 2/25/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3551717 - Approved By: NOREVIEW : 02-25-2013:11:24:33
- 178 3/4/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF PLAINTIFF'S MOTION TO CONTINUE PRELIMINARY INJUNCTION - Transaction 3568175 - Approved By: MCHOLICO : 03-04-2013:15:37:57
- 179 3/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3568498 - Approved By: NOREVIEW : 03-04-2013:15:40:59
- 180 3/4/2013 - 3860 - Request for Submission
Additional Text: MOTION TO DISSOLVE PRELIMINARY INJUNCTION, NOTICE OF NON-OPPOSITION TO MOTION TO DISSOLVE PRELIMINARY INJUNCTION - Transaction 3568738 - Approved By: APOMA : 03-05-2013:08:54:45
PARTY SUBMITTING: MARK WRAY, ESQ.
DATE SUBMITTED: 3/5/2013
SUBMITTED BY: APOMA
DATE RECEIVED JUDGE OFFICE:
- 181 3/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3569234 - Approved By: NOREVIEW : 03-05-2013:08:56:48
- 182 3/11/2013 - 4050 - Stipulation ...
Additional Text: STIPULATION TO EXCEED PAGE LIMITATIONS RELATED TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3582236 - Approved By: APOMA : 03-11-2013:15:15:22
- 183 3/11/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3582721 - Approved By: NOREVIEW : 03-11-2013:15:20:25
- 184 3/12/2013 - 3370 - Order ...
Additional Text: ALLOWING PARTIES TO EXCEED PAGE LIMIT - Transaction 3583796 - Approved By: NOREVIEW : 03-12-2013:09:07:34
- 185 3/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3583815 - Approved By: NOREVIEW : 03-12-2013:09:09:28

- 186 3/12/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3584622 - Approved By: NOREVIEW : 03-12-2013:11:43:10
- 187 3/12/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3584622 - Approved By: NOREVIEW : 03-12-2013:11:43:10
- 188 3/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3584639 - Approved By: NOREVIEW : 03-12-2013:11:45:16
- 189 3/22/2013 - 3790 - Reply to/in Opposition
Additional Text: REPLY TO ISLAM'S OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3611782 - Approved By: MFERNAND : 03-22-2013:15:50:45
- 190 3/22/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S REPLY TO ISLAM'S OPPOSITIONS TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3611782 - Approved By: MFERNAND : 03-22-2013:15:50:45
- 191 3/22/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIAVIT OF DEBRA ROBINSON IN SUPPORT OF PLAINTIFF'S REPLY TO ISLAM'S OPPOSITIONS TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3611782 - Approved By: MFERNAND : 03-22-2013:15:50:45
- 192 3/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3612248 - Approved By: NOREVIEW : 03-22-2013:15:55:58
- 193 3/22/2013 - 3790 - Reply to/in Opposition
Additional Text: REPLY TO GSR'S OPPOSITIONS TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3612493 - Approved By: MFERNAND : 03-25-2013:09:13:04
- 194 3/22/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S REPLY TO GSR'S OPPOSITIONS TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3612493 - Approved By: MFERNAND : 03-25-2013:09:13:04
- 195 3/22/2013 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3612493 - Approved By: MFERNAND : 03-25-2013:09:13:04
DOCUMENT TITLE: PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT (NO PAPER ORDER PROVIDED)
PARTY SUBMITTING: ANGELA M. BADER, ESQ.
DATE SUBMITTED: 03/25/13
SUBMITTED BY: M. FERNANDEZ
DATE RECEIVED JUDGE OFFICE:
- 196 3/25/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3612937 - Approved By: NOREVIEW : 03-25-2013:09:16:20
- 197 3/26/2013 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3617366 - Approved By: MCHOLICO : 03-26-2013:14:01:14
- 198 3/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3617466 - Approved By: NOREVIEW : 03-26-2013:14:03:39
- 199 4/2/2013 - 4050 - Stipulation ...
Additional Text: STIPULATION TO CONTINUE DISCOVERY - Transaction 3633006 - Approved By: MFERNAND : 04-02-2013:15:23:58
- 200 4/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3633144 - Approved By: NOREVIEW : 04-02-2013:15:28:06
- 201 4/2/2013 - 3370 - Order ...
Additional Text: CONTINUING DISCOVERY - Transaction 3633679 - Approved By: NOREVIEW : 04-02-2013:16:33:06
- 202 4/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3633719 - Approved By: NOREVIEW : 04-02-2013:16:38:40

203 4/3/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3634869 - Approved By: NOREVIEW : 04-03-2013:10:16:28

204 4/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3634892 - Approved By: NOREVIEW : 04-03-2013:10:19:19

205 4/23/2013 - 3190 - Ord Re:Settlement Conference
Additional Text: Transaction 3681142 - Approved By: NOREVIEW : 04-23-2013:16:40:38

206 4/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3681240 - Approved By: NOREVIEW : 04-23-2013:16:49:36

207 4/25/2013 - 3370 - Order ...
Additional Text: [GRANTING DEFENDANT, SUMONA ISLAM'S MTN TO DISSOLVE PREL. INJ. - ks]

208 4/25/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3686920 - Approved By: NOREVIEW : 04-25-2013:16:23:45

209 4/25/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.

210 4/26/2013 - 1250 - Application for Setting
Additional Text: MAY 9, 2013 @ 9AM-5PM SETTLEMENT CONFERENCE IN D6 - Transaction 3687799 - Approved By: MCHOLICO : 04-26-2013:10:12:34

211 4/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3687863 - Approved By: NOREVIEW : 04-26-2013:10:19:25

212 4/26/2013 - 2270 - Mtn to Compel...
Additional Text: PLAINTIFF'S MOTION TO COMPEL AGAINST GSR - Transaction 3689538 - Approved By: APOMA : 04-29-2013:08:41:36

213 4/26/2013 - 1030 - Affidavit in Support...
Additional Text: Transaction 3689538 - Approved By: APOMA : 04-29-2013:08:41:36

214 4/26/2013 - 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION FOR ORDER SHORTENING TIME TO BRIEF PLAINTIFF'S MOTION TO COMPEL AGAINST GSR - Transaction 3689538 - Approved By: APOMA : 04-29-2013:08:41:36

215 4/26/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF ANGELA BADER, ESQ, IN SUPPORT OF EX PARTE MOTION FOR ORDER SHORTENING TIME - Transaction 3689538 - Approved By: APOMA : 04-29-2013:08:41:36

216 4/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3689928 - Approved By: NOREVIEW : 04-29-2013:08:48:19

217 4/29/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3691057 - Approved By: NOREVIEW : 04-29-2013:12:01:44

218 4/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3691074 - Approved By: NOREVIEW : 04-29-2013:12:05:14

219 4/29/2013 - 3245 - Ord Shortening Time
Additional Text: Transaction 3691164 - Approved By: NOREVIEW : 04-29-2013:12:25:50

220 4/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3691174 - Approved By: NOREVIEW : 04-29-2013:12:28:02

- 221 4/29/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3691711 - Approved By: NOREVIEW : 04-29-2013:14:25:42
- 222 4/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3691720 - Approved By: NOREVIEW : 04-29-2013:14:27:06
- 223 4/30/2013 - 3370 - Order ...
Additional Text: [VACATING ORDER ENTERED 04.25.13 WHICH GRANTED DEFENDANT ISLAM'S MTN TO DISSOLVE PREL. INJ - ks]
- 224 4/30/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3693766 - Approved By: NOREVIEW : 04-30-2013:11:14:05
- 225 4/30/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3694428 - Approved By: NOREVIEW : 04-30-2013:13:46:51
- 226 4/30/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3694485 - Approved By: NOREVIEW : 04-30-2013:13:53:53
- 227 5/2/2013 - 4050 - Stipulation ...
Additional Text: STIPULATION TO CONTINUE TRIAL RELATED DISCOVERY DEADLINES - Transaction 3700599 - Approved By: YLLOYD : 05-02-2013:11:31:09
- 228 5/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3700620 - Approved By: NOREVIEW : 05-02-2013:11:32:56
- 229 5/2/2013 - 3370 - Order ...
Additional Text: CONTINUING TRIAL RELATED DISCOVERY DEADLINES - Transaction 3701304 - Approved By: NOREVIEW : 05-02-2013:14:16:09
- 230 5/2/2013 - 3370 - Order ...
Additional Text: [ISLAM'S MTN TO DISSOLVE PRELIMINARY INJUNCTION GRANTED; THAT PORTION OF THE PRELIMINARY INJUNCTION ENTERED 08.24.12 THAT ENJOINS ISLAM FROM WORKING AS A CASINO HOST IS HEREBY DISSOLVED; IN ALL OTHER RESPECTS THE PRELIMINARY INJUNCTION ORDER OF 08.24.12 REMAINS IN EFFECT - ks]
- 231 5/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3701313 - Approved By: NOREVIEW : 05-02-2013:14:17:59
- 232 5/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3701318 - Approved By: NOREVIEW : 05-02-2013:14:19:03
- 233 5/3/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3702644 - Approved By: NOREVIEW : 05-03-2013:09:09:58
- 234 5/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3702702 - Approved By: NOREVIEW : 05-03-2013:09:18:27
- 235 5/3/2013 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANT GSR'S OPPOSITION TO MOTION TO COMPEL ON AN ORDER SHORTENING TIME - Transaction 3703736 - Approved By: YLLOYD : 05-03-2013:13:17:12
- 236 5/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3703836 - Approved By: NOREVIEW : 05-03-2013:13:22:23
- 237 5/3/2013 - 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION TO PLACE EXHIBITS ATTACHED TO GSR'S OPPOSITION TO MOTION TO COMPEL UNDER SEAL - Transaction 3704973 - Approved By: APOMA : 05-06-2013:08:12:56
- 238 5/6/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3705176 - Approved By: NOREVIEW : 05-06-2013:08:14:16

- 239 5/6/2013 - 1830 - Joinder...
Additional Text: PARTIAL JOINDER TO EX PARTE MOTION TO PLACE EXHIBITS ATTACHED TO GSR'S OPPOSITION TO MOTION TO COMPEL UNDER SEAL - Transaction 3706325 - Approved By: YLLOYD : 05-06-2013:12:13:17
- 240 5/6/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3706367 - Approved By: NOREVIEW : 05-06-2013:12:15:35
- 241 5/7/2013 - 3370 - Order ...
Additional Text: [PLAINTIFF'S MTN FOR PARTIAL SUMMARY JUDGMENT DENIED - ks]
- 242 5/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3709544 - Approved By: NOREVIEW : 05-07-2013:13:47:27
- 243 5/7/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 244 5/7/2013 - 3795 - Reply...
Additional Text: PLAINTIFF'S REPLY IN SUPPORT OF MOTION TO COMPEL AGAINST GSR - Transaction 3709821 - Approved By: YLLOYD : 05-07-2013:14:22:32
- 245 5/7/2013 - 3860 - Request for Submission
Additional Text: Transaction 3709821 - Approved By: YLLOYD : 05-07-2013:14:22:32
- 246 5/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3709946 - Approved By: NOREVIEW : 05-07-2013:14:25:59
- 247 5/7/2013 - 3105 - Ord Granting ...
Additional Text: EX PARTE MOTION TO PLACE EXHIBITS ATTACHED TO GSR'S OPPOSITION TO MOTION TO COMPEL UNDER SEAL - Transaction 3710105 - Approved By: NOREVIEW : 05-07-2013:14:55:28
- 248 5/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3710123 - Approved By: NOREVIEW : 05-07-2013:14:57:41
- 249 5/7/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3710746 - Approved By: NOREVIEW : 05-07-2013:16:24:57
- 250 5/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3710759 - Approved By: NOREVIEW : 05-07-2013:16:28:42
- 251 5/9/2013 - S200 - Request for Submission Complet
Additional Text: MOTION TO COMPEL AGAINST GSR TRANSFERRED TO DISCOVERY COMMISSIONER - ks
- 252 5/9/2013 - 2270 - Mtn to Compel...
Additional Text: DEFENDANT GSR'S MOTION TO COMPEL PLAINTIFF TO RESPOND TO DEFENDANT GSR'S DISCOVERY ON AN ORDER SHORTENING TIME - Transaction 3715584 - Approved By: YLLOYD : 05-09-2013:14:48:09
- 253 5/9/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF ORDER SHORTENING TIME - Transaction 3715584 - Approved By: YLLOYD : 05-09-2013:14:48:09
- 254 5/9/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3715694 - Approved By: NOREVIEW : 05-09-2013:14:49:44
- 255 5/10/2013 - MIN - ***Minutes
Additional Text: 4/29/13 CONFERENCE CALL - Transaction 3719665 - Approved By: NOREVIEW : 05-10-2013:17:08:53
- 256 5/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3719667 - Approved By: NOREVIEW : 05-10-2013:17:10:05

257 5/13/2013 - 1250E - Application for Setting eFile
Additional Text: [PTC - 06.10.13 - 1:15 P.M. - ks]

258 5/13/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3721651 - Approved By: NOREVIEW : 05-13-2013:14:33:58

259 5/15/2013 - 4050 - Stipulation ...
Additional Text: STIPULATION TO CONTINUE DISCOVERY - Transaction 3727668 - Approved By: APOMA : 05-15-2013:14:40:37

260 5/15/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3727759 - Approved By: NOREVIEW : 05-15-2013:14:44:15

261 5/16/2013 - 3370 - Order ...
Additional Text: CONTINUING DISCOVERY - Transaction 3730297 - Approved By: NOREVIEW : 05-16-2013:11:55:30

262 5/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3730325 - Approved By: NOREVIEW : 05-16-2013:11:58:21

263 5/16/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3731141 - Approved By: NOREVIEW : 05-16-2013:14:39:36

264 5/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3731162 - Approved By: NOREVIEW : 05-16-2013:14:43:26

265 5/22/2013 - 4050 - Stipulation ...
Additional Text: STIPULATION TO CONTINUE DISCOVERY AND MOTIONS IN LIMINE BRIEFING SCHEDULE - Transaction 3743135
- Approved By: AEATON : 05-22-2013:16:02:07

266 5/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3743416 - Approved By: NOREVIEW : 05-22-2013:16:06:07

267 5/22/2013 - MIN - ***Minutes
Additional Text: 4/23/13 STATUS HEARING - Transaction 3743556 - Approved By: NOREVIEW : 05-22-2013:16:36:04

268 5/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3743568 - Approved By: NOREVIEW : 05-22-2013:16:38:01

269 5/23/2013 - 3370 - Order ...
Additional Text: CONTINUING DISCOVERY AND MOTIONS IN LIMINE BRIEFING SCHEDULE - Transaction 3744712 - Approved By:
NOREVIEW : 05-23-2013:10:57:12

270 5/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3744734 - Approved By: NOREVIEW : 05-23-2013:11:01:00

271 5/23/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3744924 - Approved By: NOREVIEW : 05-23-2013:11:45:32

272 5/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3744934 - Approved By: NOREVIEW : 05-23-2013:11:47:23

273 5/23/2013 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFF'S OPPOSITION TO MOTION TO COMPEL - Transaction 3746112 - Approved By: APOMA :
05-24-2013:08:58:33

274 5/23/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S OPPOSITION TO MOTION TO COMPEL - Transaction
3746112 - Approved By: APOMA : 05-24-2013:08:58:33

- 275 5/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3746446 - Approved By: NOREVIEW : 05-24-2013:08:59:51
- 276 5/24/2013 - 1940 - Master's Findings/Recommend
Additional Text: RECOMMENDATION FOR ORDER - Transaction 3747059 - Approved By: NOREVIEW : 05-24-2013:11:20:36
- 277 5/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3747071 - Approved By: NOREVIEW : 05-24-2013:11:22:11
- 278 5/24/2013 - 2545 - Notice of Entry ...
Additional Text: Transaction 3747479 - Approved By: NOREVIEW : 05-24-2013:13:46:06
- 279 5/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3747483 - Approved By: NOREVIEW : 05-24-2013:13:47:39
- 280 5/24/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 281 5/28/2013 - 2245 - Mtn in Limine
Additional Text: PLAINTIFF'S - Transaction 3750330 - Approved By: YLLOYD : 05-28-2013:16:46:22
- 282 5/28/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3750542 - Approved By: NOREVIEW : 05-28-2013:16:48:44
- 283 5/28/2013 - 2245 - Mtn in Limine
Additional Text: Transaction 3750673 - Approved By: HBROWN : 05-29-2013:08:33:42
- 284 5/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3750945 - Approved By: NOREVIEW : 05-29-2013:08:46:32
- 285 5/29/2013 - 2490 - Motion ...
Additional Text: MOTION FO EXCLUDE TESTIMONY OF BRANDON MCNEELEY EITHER IN SUPPORT OF PLAINTIFF'S CASE OR IN REBUTTAL TO THE TESTIMONY OF DEFENDANT'S EXPERT JEREMY AGUARARO AND ALL EVIDENCE OF DAMAGES BASED ON THEORETICAL REVENUE, LOST GAMBLIN DAYS AND LIFE TIME OF VALUE OF PLAYERS - Transaction 3751476 - Approved By: YLLOYD : 05-29-2013:09:49:46
- 286 5/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3751518 - Approved By: NOREVIEW : 05-29-2013:09:51:23
- 287 6/3/2013 - \$2160 - \$Mtn Partial Sum Judgment
Additional Text: DEFT GRAND SIERRA RESORT MOTION FOR SUMMARY JUDGMENT - Transaction 3760718 - Approved By: AEATON : 06-03-2013:11:29:34
- 288 6/3/2013 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$200.00 was made on receipt DCDC410192.
- 289 6/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3761459 - Approved By: NOREVIEW : 06-03-2013:11:33:20
- 290 6/3/2013 - 1356 - Certificate of Mailing
Additional Text: Transaction 3762513 - Approved By: HBROWN : 06-03-2013:15:38:38
- 291 6/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3762666 - Approved By: NOREVIEW : 06-03-2013:15:42:03

- 292 6/3/2013 - 2491 - NRCP 16.1 Doc/Designation
Additional Text: PRE-TRIAL DISCLOSURE OF WITNESSES AND EXHIBITS - Transaction 3762868 - Approved By: HBROWN : 06-03-2013:16:40:48
- 293 6/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3763040 - Approved By: NOREVIEW : 06-03-2013:16:45:02
- 294 6/4/2013 - 3790 - Reply to/in Opposition
Additional Text: GRAND SIERRA RESORT'S REPLY TO PLAINTIFF'S OPPOSITION TO MOTION TO COMPEL DISCOVERY RESPONSES - Transaction 3766549 - Approved By: ACROGHAN : 06-04-2013:16:35:01
- 295 6/4/2013 - 3860 - Request for Submission
Additional Text: Transaction 3766551 - Approved By: AEATON : 06-04-2013:16:50:57
DOCUMENT TITLE: GRAND SIERRA RESORT'S MOTION TO COMPEL DISCOVERY RESPONSES
PARTY SUBMITTING: H. STAN JOHNSON, ESQ
DATE SUBMITTED: 06/04/13
SUBMITTED BY: AEATON
DATE RECEIVED JUDGE OFFICE:
- 296 6/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3766721 - Approved By: NOREVIEW : 06-04-2013:16:39:34
- 297 6/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3766799 - Approved By: NOREVIEW : 06-04-2013:16:56:14
- 298 6/7/2013 - 2645 - Opposition to Mtn ...
Additional Text: ISLAM'S OPPOSITION TO ATLANTIS MOTION IN LIMINE - Transaction 3774113 - Approved By: ACROGHAN : 06-07-2013:11:55:19
- 299 6/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3774144 - Approved By: NOREVIEW : 06-07-2013:11:56:43
- 300 6/7/2013 - 3370 - Order ...
Additional Text: [CONFIRMING, APPROVING AND ADOPTING DISCOVERY COMMISSIONER'S RECOMMENDATION FILED 05.24.13 - ks]
- 301 6/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3775405 - Approved By: NOREVIEW : 06-07-2013:17:04:40
- 302 6/7/2013 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTIONS IN LIMINE - Transaction 3775417 - Approved By: YLLOYD : 06-10-2013:08:42:04
- 303 6/7/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTIONS IN LIMINE - Transaction 3775417 - Approved By: YLLOYD : 06-10-2013:08:42:04
- 304 6/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3775619 - Approved By: NOREVIEW : 06-10-2013:08:44:11
- 305 6/10/2013 - 2475 - Mtn to Strike...
Additional Text: PLAINTIFF'S MOTION TO STRIKE THE MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY GRS ON JUNE 3, 2013 - Transaction 3776153 - Approved By: YLLOYD : 06-10-2013:11:58:38
- 306 6/10/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3776391 - Approved By: NOREVIEW : 06-10-2013:11:11:28
- 307 6/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3776405 - Approved By: NOREVIEW : 06-10-2013:11:13:34
- 308 6/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3776634 - Approved By: NOREVIEW : 06-10-2013:12:02:03

- 309 6/10/2013 - S200 - Request for Submission Complet
Additional Text: [DEFENDANT GSR'S MTN TO COMPEL DENIED IN OPEN COURT DURING 06.10.13 PTC - ks]
- 310 6/14/2013 - 2630 - Objection to ...
Additional Text: DEFT GSR'S OBJECTION TO PLTF GOLDEN ROAD'S PRE-TRIAL DISCLOSURE OF WITNESSES AND EXHIBITS - Transaction 3790082 - Approved By: ACROGHAN : 06-14-2013:14:20:22
- 311 6/14/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3790103 - Approved By: NOREVIEW : 06-14-2013:14:22:10
- 312 6/14/2013 - 1830 - Joinder...
Additional Text: DEFENDANT SUMONA ISLAM'S JOINDER IN GRAND SIERRA'S OBJECTIONS TO THE ATLANTIS' PRE-TRIAL DISCLOSURES - Transaction 3790562 - Approved By: AEATON : 06-14-2013:16:16:31
- 313 6/14/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3790746 - Approved By: NOREVIEW : 06-14-2013:16:20:29
- 314 6/14/2013 - 2645 - Opposition to Mtn ...
Additional Text: ALTERNATIVE OPPOSITION TO GSR'S MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3790932 - Approved By: AEATON : 06-17-2013:08:25:29
- 315 6/14/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF ALTERNATIVE OPPOSITION TO GSR'S MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3790943 - Approved By: AEATON : 06-17-2013:08:16:10
- 316 6/17/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3791158 - Approved By: NOREVIEW : 06-17-2013:08:18:19
- 317 6/17/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3791219 - Approved By: NOREVIEW : 06-17-2013:08:26:57
- 318 6/21/2013 - 3695 - Pre-Trial Memorandum
Additional Text: GSR'S AMENDED PRE-TRIAL DISCLOSURE OF WITNESSES AND EXHIBITS - Transaction 3805041 - Approved By: AEATON : 06-21-2013:11:01:39
- 319 6/21/2013 - 4050 - Stipulation ...
Additional Text: STIPULATION TO SUBSTITUTE DEFENDANT AND CHANGE CAPTION - Transaction 3805150 - Approved By: AEATON : 06-21-2013:11:29:49
- 320 6/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3805396 - Approved By: NOREVIEW : 06-21-2013:11:04:09
- 321 6/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3805573 - Approved By: NOREVIEW : 06-21-2013:11:33:04
- 322 6/21/2013 - 1068 - Affidavit of Non-Service
Additional Text: AFFIDAVIT OF ATTEMPTED SERVICE RE: TANY SANTO - Transaction 3806218 - Approved By: AEATON : 06-21-2013:15:04:48
- 323 6/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3806462 - Approved By: NOREVIEW : 06-21-2013:15:06:40
- 324 6/24/2013 - 1068 - Affidavit of Non-Service
Additional Text: AFFIDAVI OF ATTEMPTED SERVICE RE: TONY SANTO - Transaction 3808111 - Approved By: AEATON : 06-24-2013:11:02:41
- 325 6/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3808287 - Approved By: NOREVIEW : 06-24-2013:11:07:21
- 326 6/24/2013 - 3790 - Reply to/in Opposition
Additional Text: GSR'S REPLY TO PLAINTIFF'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT - Transaction 3808715 - Approved By: AEATON : 06-24-2013:13:08:56

- 327 6/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3808809 - Approved By: NOREVIEW : 06-24-2013:13:10:13
- 328 6/26/2013 - 4210 - Trial Statement - Defendant
Additional Text: TRIAL STATEMENT OF DEFENDANT SUMONA ISLAM - Transaction 3817563 - Approved By: AEATON : 06-26-2013:14:52:42
- 329 6/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3817972 - Approved By: NOREVIEW : 06-26-2013:15:04:35
- 330 6/26/2013 - 4220 - Trial Statement - Plaintiff
Additional Text: Transaction 3818570 - Approved By: YLLOYD : 06-27-2013:08:57:06
- 331 6/27/2013 - MIN - ***Minutes
Additional Text: 06-101-13 PRETRIAL CONFERENCE - Transaction 3818892 - Approved By: NOREVIEW : 06-27-2013:08:40:54
- 332 6/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3818904 - Approved By: NOREVIEW : 06-27-2013:08:43:15
- 333 6/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3819039 - Approved By: NOREVIEW : 06-27-2013:09:04:25
- 334 6/27/2013 - 4210 - Trial Statement - Defendant
Additional Text: GSR'S TRIAL STATEMENT PURSUANT TO LOCAL RULE 5 - Transaction 3819096 - Approved By: YLLOYD : 06-27-2013:09:31:14
- 335 6/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3819252 - Approved By: NOREVIEW : 06-27-2013:09:33:36
- 336 6/27/2013 - 4185 - Transcript
Additional Text: PRETRIAL CONFERENCE - JUNE 10, 2013 - Transaction 3820118 - Approved By: NOREVIEW : 06-27-2013:12:57:29
- 337 6/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3820136 - Approved By: NOREVIEW : 06-27-2013:12:59:43
- 338 6/27/2013 - 2645 - Opposition to Mtn ...
Additional Text: GSR'S OPPOSITION TO PLAINTIFF'S MOTION TO STRIKE GSR'S MOTION FOR SUMMARY JUDGMENT - Transaction 3820824 - Approved By: AEATON : 06-27-2013:15:46:09
- 339 6/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3821224 - Approved By: NOREVIEW : 06-27-2013:15:50:14
- 340 6/28/2013 - 1005 - Acceptance of Service
Additional Text: Transaction 3822840 - Approved By: HBROWN : 06-28-2013:11:18:40
- 341 6/28/2013 - 1067 - Affidavit of Service
Additional Text: Transaction 3822840 - Approved By: HBROWN : 06-28-2013:11:18:40
- 342 6/28/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3822949 - Approved By: NOREVIEW : 06-28-2013:11:22:04
- 343 6/28/2013 - 3795 - Reply...
Additional Text: PLAINTIFF'S REPLY IN SUPPORT OF MOTION TO STRIKE - Transaction 3823953 - Approved By: MPURDY : 06-28-2013:16:54:41
- 344 6/28/2013 - 3860 - Request for Submission

Additional Text: Transaction 3823953 - Approved By: MPURDY : 06-28-2013:16:54:41
DOCUMENT TITLE: PLAINTIFF'S MOTION TO STRIKE THE MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY GSR
PARTY SUBMITTING: ANGELA BADER
DATE SUBMITTED: 07/01/13
SUBMITTED BY: MPURDY
DATE RECEIVED JUDGE OFFICE:

345 6/28/2013 - 1067 - Affidavit of Service

Additional Text: AFFIDAVIT OF SERVICE OF SUPOENA UPON JEREMY AGUERO - Transaction 3823953 - Approved By: MPURDY : 06-28-2013:16:54:41

346 6/28/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 3824196 - Approved By: NOREVIEW : 06-28-2013:16:56:15

347 7/1/2013 - 3370 - Order ...

Additional Text: SUBSTITUTING DEFENDANT AND CHANGING CAPTION - Transaction 3824868 - Approved By: NOREVIEW : 07-01-2013:09:40:14

348 7/1/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 3824904 - Approved By: NOREVIEW : 07-01-2013:09:44:18

349 7/1/2013 - 2540 - Notice of Entry of Ord

Additional Text: Transaction 3825683 - Approved By: NOREVIEW : 07-01-2013:11:45:38

350 7/1/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 3825691 - Approved By: NOREVIEW : 07-01-2013:11:47:59

351 7/3/2013 - 1595 - Deposition ...

Additional Text: DEPOSITION OF SUMONA ISLAM DATED 7/23/12

352 7/7/2013 - 4185 - Transcript

Additional Text: TRIAL VOLUME I - JULY 1, 2013 - Transaction 3836598 - Approved By: NOREVIEW : 07-07-2013:16:06:49

353 7/7/2013 - 4185 - Transcript

Additional Text: TRIAL VOLUME II - JULY 2, 2013 - Transaction 3836599 - Approved By: NOREVIEW : 07-07-2013:16:07:51

354 7/7/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 3836600 - Approved By: NOREVIEW : 07-07-2013:16:08:13

355 7/7/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 3836601 - Approved By: NOREVIEW : 07-07-2013:16:09:25

356 7/9/2013 - 1595 - Deposition ...

Additional Text: DEPOSITION OF SHELLY HADLEY, DATED AUGUST 13, 2012, OPEN AND PUBLISHED

357 7/9/2013 - 1595 - Deposition ...

Additional Text: DEPOSITION OF SHELLY HADLEY DATED 8/13/12

358 7/10/2013 - 1595 - Deposition ...

Additional Text: DEPOSITION OF TOM FLAHERTY DATED 7/24/12

359 7/15/2013 - S200 - Request for Submission Complet

Additional Text: MTN TO STRIKE MTN FOR PARTIAL SUM JUDGMENT RULED ON 07.01.13 FROM BENCH - ks

360 7/18/2013 - 1695 - ** Exhibit(s) ...

Additional Text: BENCH TRIAL EXHIBITS 1-85
TRIAL DATE JULY 1-18, 2013.

- 361 7/23/2013 - 4190 - Transcript - Partial
Additional Text: TRIAL DECISION OF THE COURT - JULY 18, 2013 - Transaction 3872916 - Approved By: NOREVIEW : 07-23-2013:13:50:23
- 362 7/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3872922 - Approved By: NOREVIEW : 07-23-2013:13:52:01
- 363 7/26/2013 - MIN - ***Minutes
Additional Text: 7/1/13 BENCH TRIAL (DAYS 1 - 3) - Transaction 3882047 - Approved By: NOREVIEW : 07-26-2013:12:16:10
- 364 7/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3882049 - Approved By: NOREVIEW : 07-26-2013:12:17:33
- 365 8/5/2013 - 1950 - Memorandum of Costs
Additional Text: PLAINTIFF'S VERIFIED MEMORANDUM OF COSTS - Transaction 3900298 - Approved By: MFERNAND : 08-05-2013:14:27:17
- 366 8/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3901224 - Approved By: NOREVIEW : 08-05-2013:14:35:30
- 367 8/5/2013 - COC - Evidence Chain of Custody Form
No additional text exists for this entry.
- 368 8/7/2013 - 2430 - Mtn to Retax Costs
Additional Text: DEFENDANT SUMONA ISLAM'S MOTION TO RETAX COSTS - Transaction 3908057 - Approved By: MFERNAND : 08-08-2013:09:48:15
- 369 8/8/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3908937 - Approved By: NOREVIEW : 08-08-2013:09:50:59
- 370 8/13/2013 - 3860 - Request for Submission
Additional Text: SUBMISSION OF PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW - Transaction 3920150 - Approved By: MFERNAND : 08-13-2013:16:54:50
DOCUMENT TITLE: PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW (PAPER ORDER PROVIDED)
PARTY SUBMITTING: ROBERT A. DOTSON, ESQ.
DATE SUBMITTED: 08/13/13
SUBMITTED BY: M. FERNANDEZ
DATE RECEIVED JUDGE OFFICE:
- 371 8/13/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3920384 - Approved By: NOREVIEW : 08-13-2013:17:01:40
- 372 8/14/2013 - S200 - Request for Submission Complet
Additional Text: INAPPROPRIATE SUBMISSION - ks
- 373 8/19/2013 - 2645 - Opposition to Mtn ...
Additional Text: PLTF'S OPPOSITION TO DEFT SUMONA ISLAM'S MOTION TO RETAX COSTS - Transaction 3933606 - Approved By: AZION : 08-19-2013:16:23:35
- 374 8/19/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLTF'S OPPOSITION TO DEFT SUMONA ISLAM'S MOTION TO RETAX COSTS - Transaction 3933606 - Approved By: AZION : 08-19-2013:16:23:35
- 375 8/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3933782 - Approved By: NOREVIEW : 08-19-2013:16:27:46
- 376 8/21/2013 - 2010 - Mtn for Attorney's Fee
Additional Text: PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY'S FEES - Transaction 3941821 - Approved By: MCHOLICO : 08-22-2013:08:45:14
- 377 8/21/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY'S FEES - Transaction 3941821 - Approved By: MCHOLICO : 08-22-2013:08:45:14

- 378 8/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3942173 - Approved By: NOREVIEW : 08-22-2013:08:48:08
- 379 8/26/2013 - 1750 - Findings, Conclusions & Judg
Additional Text: Transaction 3952084 - Approved By: NOREVIEW : 08-26-2013:15:59:37
- 380 8/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3952140 - Approved By: NOREVIEW : 08-26-2013:16:02:04
- 381 8/26/2013 - F145 - Adj Non-Jury (Bench) Trial
No additional text exists for this entry.
- 382 8/29/2013 - 2605 - Notice to Set
Additional Text: NOTICE TO SET STATUS HEARING - Transaction 3961893 - Approved By: MFERNAND : 08-29-2013:16:45:12
- 383 8/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3962091 - Approved By: NOREVIEW : 08-29-2013:16:53:07
- 384 9/3/2013 - 3795 - Reply...
Additional Text: DEFENDANT SUMONA ISLAM'S REPLY IN SUPPORT OF MOTION TO RETAX COSTS - Transaction 3966876 - Approved By: MFERNAND : 09-03-2013:10:49:42
- 385 9/3/2013 - 2645 - Opposition to Mtn ...
Additional Text: ISLAM'S OPPOSITION TO ATLANTIS' MOTION FOR ATTORNEY'S FEES AND COSTS - Transaction 3966884 - Approved By: MFERNAND : 09-03-2013:10:53:03
- 386 9/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3967012 - Approved By: NOREVIEW : 09-03-2013:10:51:50
- 387 9/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3967035 - Approved By: NOREVIEW : 09-03-2013:10:57:01
- 388 9/3/2013 - 1250E - Application for Setting eFile
Additional Text: [STAT HEAR - 09.24.13 - 1:30 P.M. - ks]
- 389 9/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3968522 - Approved By: NOREVIEW : 09-03-2013:16:15:02
- 390 9/10/2013 - 1325 - ** Case Reopened
No additional text exists for this entry.
- 391 9/10/2013 - 3795 - Reply...
Additional Text: PLAINTIFF'S REPLY IN SUPPORT OF MOTION FOR COSTS AND ATTORNEY'S FEES - Transaction 3985902 - Approved By: MCHOLICO : 09-11-2013:09:23:16
- 392 9/10/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S REPLY TO GSR'S OPPOSITIONS TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3985902 - Approved By: MCHOLICO : 09-11-2013:09:23:16
- 393 9/10/2013 - 3860 - Request for Submission
Additional Text: PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY'S FEES, DEFENDANT SUMONA ISLAM'S OPPOSITION THERETO, AND PLAINTIFF'S REPLY (NO PAPER ORDER PROVIDED) - Transaction 3985902 - Approved By: MCHOLICO : 09-11-2013:09:23:16 D:
PARTY SUBMITTING: ANGELA BADER, ESQ.
DATE SUBMITTED: 9/10/13
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 394 9/11/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3986701 - Approved By: NOREVIEW : 09-11-2013:09:32:55

- 395 9/11/2013 - 1650 - Errata...
Additional Text: ERRATA TO AFFIDAVIT OF COUNSEL FILED SEPTEMBER 10 2013 - Transaction 3987085 - Approved By: ACROGHAN : 09-11-2013:10:50:25
- 396 9/11/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3987130 - Approved By: NOREVIEW : 09-11-2013:10:52:47
- 397 9/23/2013 - 3860 - Request for Submission
Additional Text: PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW AS TO GOLDEN ROAD MOTOR INN (ORDER ATTACHED AS EXHIBIT) - Transaction 4014854 - Approved By: MCHOLICO : 09-23-2013:15:29:14 :
PARTY SUBMITTING: STAN JOHNSON, ESQ.
DATE SUBMITTED: 9/23/13
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 398 9/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4015214 - Approved By: NOREVIEW : 09-23-2013:15:33:49
- 399 9/23/2013 - S200 - Request for Submission Complet
Additional Text: HEARING ON MATTER SET FOR 09.24.13 - 1:30 P.M. - ks
- 400 9/24/2013 - 2630 - Objection to ...
Additional Text: OBJECTION TO FINDINGS OF FACT AND CONCLUSIONS OF LAW SUBMITTED BY DEFENDANT GRAND SIERRA RESORT - Transaction 4017473 - Approved By: MFERNAND : 09-24-2013:14:15:36
- 401 9/24/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF OBJECTION TO FINDINGS OF FACT AND CONCLUSIONS OF LAW SUBMITTED BY DEFENDANT GRAND SIERRA RESORT - Transaction 4017473 - Approved By: MFERNAND : 09-24-2013:14:15:36
- 402 9/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4017869 - Approved By: NOREVIEW : 09-24-2013:14:21:33
- 403 9/25/2013 - MIN - ***Minutes
Additional Text: STATUS HEARING - 09-24-13 - Transaction 4020004 - Approved By: NOREVIEW : 09-25-2013:08:52:44
- 404 9/25/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4020081 - Approved By: NOREVIEW : 09-25-2013:08:57:16
- 405 9/27/2013 - 1750 - Findings, Conclusions & Judg
Additional Text: Transaction 4028835 - Approved By: NOREVIEW : 09-27-2013:15:43:20
- 406 9/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4028849 - Approved By: NOREVIEW : 09-27-2013:15:45:33
- 407 9/30/2013 - 1950 - Memorandum of Costs
Additional Text: Transaction 4032405 - Approved By: TWHITE : 10-01-2013:09:14:38
- 408 10/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4032928 - Approved By: NOREVIEW : 10-01-2013:09:17:16
- 409 10/1/2013 - 2610 - Notice ...
Additional Text: NOTICE OF SUBMISSION OF DOCUMENTS IN CAMERA IN SUPPORT OF PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY'S FEES - Transaction 4034624 - Approved By: TWHITE : 10-01-2013:15:10:23
- 410 10/1/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4034875 - Approved By: NOREVIEW : 10-01-2013:14:41:41
- 411 10/1/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4034881 - Approved By: NOREVIEW : 10-01-2013:14:42:45

- 412 10/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4034892 - Approved By: NOREVIEW : 10-01-2013:14:45:37
- 413 10/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4034897 - Approved By: NOREVIEW : 10-01-2013:14:46:32
- 414 10/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4035190 - Approved By: NOREVIEW : 10-01-2013:15:14:05
- 415 10/2/2013 - 2630 - Objection to ...
Additional Text: ISLAM'S OBJECTION TO SUBMISSION OF ATLANTIS ATTORNEYS FEES RECORDS FOR IN CAMERA REVIEW ONLY - Transaction 4036602 - Approved By: MFERNAND : 10-02-2013:10:16:07
- 416 10/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4036927 - Approved By: NOREVIEW : 10-02-2013:10:18:39
- 417 10/3/2013 - 2430 - Mtn to Retax Costs
Additional Text: PLAINTIFF'S MOTION TO RETAX COSTS OF DEFENDANT GRAND SIERRA RESORT - Transaction 4043288 - Approved By: MFERNAND : 10-04-2013:09:21:19
- 418 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4043843 - Approved By: NOREVIEW : 10-04-2013:09:23:42
- 419 10/9/2013 - 3790 - Reply to/in Opposition
Additional Text: REPLY TO PLAINTIFF'S OBJECTION TO DEFENDANT GSR'S MEMORANDUM OF COSTS - Transaction 4056466 - Approved By: MFERNAND : 10-10-2013:09:29:37
- 420 10/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4057182 - Approved By: NOREVIEW : 10-10-2013:09:32:03
- 421 10/17/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF PLAINTIFF'S MOTION TO RETAX COSTS OF DEFENDANT GRAND SIERRA RESORT - Transaction 4073290 - Approved By: MFERNAND : 10-17-2013:13:05:56
- 422 10/17/2013 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF PLAINTIFF'S MOTION TO RETAX COSTS OF DEFENDANT GRAND SIERRA RESORT (NO PAPER ORDER PROVIDED) - Transaction 4073290 - Approved By: MFERNAND : 10-17-2013:13:05:56
PARTY SUBMITTING: ANGELA M. BADER, ESQ.
DATE SUBMITTED: 10/17/13
SUBMITTED BY: M. FERNANDEZ
DATE RECEIVED JUDGE OFFICE:
- 423 10/17/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4073527 - Approved By: NOREVIEW : 10-17-2013:13:08:01
- 424 10/19/2013 - A630 - Notice of ...
Additional Text: NOTICE OF SUBMISSION OF DOCUMENTS IN CAMERA IN SUPPORT OF DEFENDANT GSR'S MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS - Transaction 4078171 - Approved By: TWHITE : 10-21-2013:10:23:06
- 425 10/19/2013 - 2010 - Mtn for Attorney's Fee
Additional Text: MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS TO DEFENDANT GSR PURSUANT TO NRS 600A.060 NRCP 68 AND NRS 17.115 - Transaction 4078172 - Approved By: TWHITE : 10-21-2013:10:24:57
- 426 10/19/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS TO DEFENDANT GSR PURSUANT TO NRS 600A.060, NRCP 68 AND NRS 17.115 - Transaction 4078173 - Approved By: TWHITE : 10-21-2013:10:27:01
- 427 10/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4079248 - Approved By: NOREVIEW : 10-21-2013:10:26:10
- 428 10/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4079262 - Approved By: NOREVIEW : 10-21-2013:10:27:40

- 429 10/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4079282 - Approved By: NOREVIEW : 10-21-2013:10:30:51
- 430 10/24/2013 - 4190 - Transcript - Partial
Additional Text: TRIAL - JULY 17, 2013 - Transaction 4091498 - Approved By: NOREVIEW : 10-24-2013:12:36:35
- 431 10/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4091502 - Approved By: NOREVIEW : 10-24-2013:12:38:00
- 432 10/25/2013 - 4186 - Transcript - Confidential
Additional Text: PARTIAL TRIAL - JULY 18, 2013 - Transaction 4092862 - Approved By: MFERNAND : 10-28-2013:10:09:49
- 433 10/28/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4093593 - Approved By: NOREVIEW : 10-28-2013:10:12:32
- 434 10/30/2013 - 4185 - Transcript
Additional Text: TRIAL - JULY 3, 2013 - Transaction 4101800 - Approved By: AZION : 10-30-2013:13:24:48
- 435 10/30/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4102371 - Approved By: NOREVIEW : 10-30-2013:13:36:07
- 436 10/30/2013 - \$2515 - \$Notice/Appeal Supreme Court
Additional Text: NOTICE OF APPEAL - GOLDEN ROAD MOTOR INN, INC. - Transaction 4103813 - Approved By: MPURDY : 10-31-2013:14:44:35
- 437 10/30/2013 - 1310 - Case Appeal Statement
Additional Text: CASE APPEAL STATEMENT - Transaction 4103813 - Approved By: MPURDY : 10-31-2013:14:44:35
- 438 10/31/2013 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$34.00 was made on receipt DCDC429546.
- 439 10/31/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4106179 - Approved By: NOREVIEW : 10-31-2013:14:48:15
- 440 10/31/2013 - SAB - **Supreme Court Appeal Bond
No additional text exists for this entry.
- 441 11/1/2013 - 2610 - Notice ...
Additional Text: Transaction 4108004 - Approved By: MELWOOD : 11-01-2013:11:51:48
- 442 11/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4108536 - Approved By: NOREVIEW : 11-01-2013:12:00:39
- 443 11/1/2013 - 3880 - Response...
Additional Text: ISLAM'S RESPONSE TO GRAND SIERRA'S MOTION FOR ATTORNEYS FEES - Transaction 4109898 - Approved By: PDBROWN : 11-04-2013:09:59:33
- 444 11/4/2013 - 4186 - Transcript - Confidential
Additional Text: TRIAL - JULY 8, 2013 - Transaction 4110003 - Approved By: MCHOLICO : 11-04-2013:10:08:48
- 445 11/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4110552 - Approved By: NOREVIEW : 11-04-2013:10:01:12
- 446 11/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4110588 - Approved By: NOREVIEW : 11-04-2013:10:10:59

447 11/5/2013 - 1350 - Certificate of Clerk

Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 4114508 - Approved By:
NOREVIEW : 11-05-2013:10:15:19

448 11/5/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4114517 - Approved By: NOREVIEW : 11-05-2013:10:16:55

COHEN-JOHNSON, LLC
 H. STAN JOHNSON
 Nevada Bar No. 00265
 sjohnson@cohenjohnson.com
BRIAN A. MORRIS, ESQ.
 Nevada Bar No. 11217
 bam@cohenjohnson.com
 255 E. Warm Springs Road, Suite 100
 Las Vegas, Nevada 89119
 Telephone: (702) 823-3500
 Facsimile: (702) 823-3400
 Attorneys for Grand Sierra Resort

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

GOLDEN ROAD MOTOR INN, INC., a Nevada
 Corporation, d/b/a ATLANTIS CASINO
 RESORT SPA,

Plaintiff,

vs.

SUMONA ISLAM, an individual; MEI-GSR
 HOLDINGS LLC d/b/a GRAND SIERRA
 RESORT; et.al.

Defendants.

Case No.: CV12-01171

Dept. No.: B7

**FINDINGS OF FACT AND
 CONCLUSIONS OF LAW AND
 JUDGMENT**

This matter came on for a non-jury trial on July 1, 2013 before the Honorable Patrick Flanagan, District Judge, presiding. The Court having heard the testimony of witnesses, reviewed the exhibits submitted into evidence and having heard the argument of Counsel finds in favor of the Defendant MEI-GSR HOLDINGS, LLC, d/b/a GRAND SIERRA RESORT on all causes of action alleged against it and awards Defendant MEI-GSR HOLDINGS LLC d/b/a GRAND SIERRA RESORT attorneys' fees pursuant to NRS 600A.060 and costs pursuant to NRS 18.110 and further makes the following findings of fact and conclusions of law

FINDINGS OF FACTS:

1. That in 2005 Sumona Islam became a casino host for Harrah's Casino in Reno.
2. That during the course of her employment with Harrah's she developed a list of players with information concerning those players commonly known as her "book of trade"
3. In April 2008 Sumona Islam left Harrah's and became employed by Plaintiff

1 Golden Road Motor Inn as a host at the Atlantis Casino.

2 4. At the time of her employment at Atlantis, Sumona provided a copy of her "book
3 of trade" to Atlantis which was incorporated into the Atlantis data base. During her employment
4 with Atlantis, she obtained additional players whom she included in her "book of trade".

5 5. In January 2011 Sumona Islam entered into a non-competition agreement with the
6 Atlantis which provided that she could not be employed by any casino in any capacity within 150
7 mile radius for one year from her termination of employment with Atlantis.

8 6. In January 2012 she applied for a position as an executive casino host with GSR,
9 a hotel casino in Reno owned by Defendant MEI-GSR HOLDINGS INC.

10 7. She informed GSR of her non-competition agreement with Atlantis and provided
11 a copy of that document to GSR. GSR sent the document to its counsel for review and received
12 an opinion that the agreement was unenforceable as written.

13 8. At the time of her hiring GSR through its agents told Sumona Islam not to bring
14 any information from Atlantis, except for herself and her relations.

15 9. Although Ms. Islam was in possession of spiral notebooks in which she had
16 copied information from the Atlantis' data base, she did not give or show those notebooks to
17 anyone at GSR.

18 10. Upon her hiring in January 2012, Sumona entered certain information from her
19 "book of trade" into the GSR database. This consisted of approximately 200 guests, that she
20 wished to be assigned to her as a host based on her statement that she had prior relationships with
21 these individuals.

22 11. The GSR database restricted the information which could be inputted by hosts to
23 a player's name, address telephone number and contract information and has no fields in which
24 Sumona could have inputted player ratings, casino credit history, or player history.

25 12. A customer's name, address and contact information are not trade secrets.
26 For purposes of this litigation it was determined that the following would constitute a trade secret

27 a) player tracking records;

28 b) other hosts customers;

- 1 c) initial buy-ins;
- 2 d) level of play;
- 3 e) table games;
- 4 f) time of play;
- 5 g) customer's personal information such as a Social Security number
- 6 h) customer's casino credit;
- 7 i) customer's location, whether they're international, regional or local player beyond
- 8 any information contained within the customer's address;
- 9 j) marketing strategy;
- 10 k) customer's birth date;
- 11 l) customer's tier ratings;
- 12 m) comp information ;
- 13 n) player's history of play;
- 14 o) player's demographics;
- 15 p) players' financial information;
- 16 q) company's financial information;
- 17 r) company's marketing strategy;
- 18 s) other employee's information and customer information.

19 13. In April 2012 house counsel for Atlantis sent a letter to GSR stating that Sumona
20 had taken proprietary information from the Atlantis computers and changed other customer
21 information in the Atlantis database.

22 14. Counsel for GSR informed plaintiff that Ms. Islam denied taking any proprietary
23 information from Atlantis and requested Atlantis to provide the information which it believed
24 had been misappropriated by Ms. Islam. Plaintiff did not provide any information.

25 15. Atlantis filed suit against Ms. Islam and GSR alleging that GSR had tortuously
26 interfered with Atlantis' non-competition agreement, tortuously interfered with a prospective
27 economic advantage belonging to Atlantis and violation of NRS 600A.010 commonly known as
28 the Nevada Trade Secret Act.

1 16. Plaintiff sought a preliminary injunction which enjoined GSR from using any
2 information provided to it from Sumona Islam. GSR took reasonable steps to insure good faith
3 and timely compliance with the injunction.

4 17. Atlantis knew that among the names it claimed were misappropriated were names
5 which were legally and properly included in Ms. Islam's "book trade" but despite this knowledge
6 brought and obtained an injunction preventing GSR from marketing to these individuals from
7 August 27, 2012 through the trial of this matter in 2013.

8 18. Atlantis presented no credible evidence that GSR had a duty to investigate the
9 names in Ms. Islam's "book of trade" beyond making inquiries of Ms. Islam. To the contrary
10 there was credible testimony that casinos have a right to rely on the host's statements.

11 19. GSR provided a list of all the names and information concerning those individuals
12 added to the GSR data base by Ms. Islam which showed that the information was limited to the
13 individual player's name, address and contact information. None of which constitutes a trade
14 secret under NRS 600A .10.

15 20. Atlantis presented no credible evidence that GSR had tortuously interfered with
16 its non-competition agreement with Islam. Atlantis knew that GSR had hired Ms. Islam based on
17 its attorneys legal opinion that the agreement was overly broad in denying Ms. Islam the right to
18 work in any capacity in any casino. Atlantis further knew or should have known that the non-
19 competition agreement was overly broad and unenforceable and unenforceable as a matter of law
20 but continued to prosecute the claim.

21 21. Atlantis presented no credible evidence that GSR misappropriated any
22 information constituting a trade secret and in fact maintained the litigation and the injunction to
23 include names of persons which it knew and admitted at trial were legally in Ms. Islam's book of
24 business and that she was entitled to provide to GSR.

25 22. Atlantis continued and maintained the litigation against GSR for misappropriation
26 of trade secrets even when it knew that GSR was acting in good faith by relying on Ms. Islam's
27 assertions concerning her "book of trade" and knew that the customer information provided by
28 Ms. Islam was limited to the customers' name, address, telephone number and contact

1 information.

2 23. GSR did not misappropriate a trade secret belonging to Atlantis;

3 24. GSR did not tortuously interfere with a contract between Sumona Islam and
4 Atlantis.

5 25. GSR did not interfere with a prospective economic advantage belonging to
6 Atlantis.

7 26. There is a lack of any evidence in the record that supports the claim of Atlantis
8 that GSR misappropriated Atlantis' trade secrets and therefore, Atlantis has failed to meet its
9 burden of proof.

10 27. That early on in the litigation Defendant Islam admitted that she had taken certain
11 information from ATLANTIS in the form certain spiral notebooks.

12 28. That early on in the litigation Defendant Islam testified that she had not shown the
13 information in the form of the spiral notebooks to any representative of GRS.

14 29. That early on in the litigation Defendant Islam testified and confirmed that she
15 was told by the representatives of GSR not to bring anything with her except for herself and her
16 relationships.

17 30. That early on in the litigation Defendant Islam testified and confirmed that she
18 had told representatives of GSR that she did not bring trade secret information with her or that
19 she had information belonging to ATLANTIS.

20
21 **CONCLUSIONS OF LAW:**

22 1. The non-competition agreement between Sumona Islam and Atlantis, in
23 prohibiting casino employment in any capacity was overly broad and unenforceable as a matter
24 of law.

25 2. That absent an enforceable employment contract or non-competition agreement
26 with Atlantis, GSR could not as a matter of law, interfere with contractual relations between
27 Sumona and Atlantis.

28 3. A customer's name address, and contact information is not a trade secret under

1 NRS 600A.010. GSR did not misappropriate any trade secrets which belonged to Atlantis by
2 allowing Sumona Islam to upload this information into its data base.

3 4. GSR did not improperly obtain the information concerning players listed above as
4 set forth in 600A.030 and had a good faith reliance on Ms. Islam's assurances that all the names
5 provided were part of her personal "book of trade"

6 5. The failure of Atlantis to produce any credible evidence at trial that GSR
7 misappropriated trade secrets belonging to Atlantis constitutes ~~"objective speciousness"~~. That ~~PF~~
8 ~~subjective~~ ^{that} bad faith is shown by the Plaintiff's knowledge of certain facts as set forth in the
9 findings of facts above; the decision to move forward against GSR and the extent of the litigation
10 against GSR despite a lack of direct evidence against GSR. This is a sufficient basis for an
11 award of attorney fees pursuant to NRS 600.060. Defendants are not required to prove a
12 negative and under the objective specious standard a lack of evidence in the record of
13 misappropriation; in addition to the actions as set forth above; is enough to show that the claim
14 of misappropriation was made in bad faith (*Sasco v. Rosendin Electric Inc.*, 143 Cal. Rptr. 3d
15 828, 207 Cal. App 4th 837 (CA 2012)) and entitles GSR to Attorney's fees and costs in this
16 matter.

17 6. That Atlantis sought, obtained, and maintained a preliminary injunction in this
18 matter that included names which Atlantis knew were not trade secrets under NRS 600A.010 and
19 continued to maintain that injunction even when it knew that those names were art of Sumona
20 Islam's personal book of trade in order to thwart competition for those players from GSR and
21 said conduct is evidence of bad faith entitling GSR to an award of attorney's fees and costs.

22 7. That the claims against GSR are dismissed and judgment entered in favor of the
23 Defendant GSR and GSR is entitled to an award of costs pursuant to NRS 18.110.

24 8. GSR is also entitled to bring an appropriate motion for fees and costs pursuant to
25 an offer of judgment dated May 20, 2013 under NRCP 68 and NRS 17.115.

CONCLUSION

9. Judgment in favor of Defendant GSR against Plaintiff ATLANTIS.

DATED THIS 27 DAY OF SEPTEMBER 2013

Barck Flanagan
DISTRICT JUDGE

Submitted by:

/s/ H. Stan Johnson

H. Stan Johnson, Esq.
Nevada Bar No. 00265
Terry Kinnally, Esq.
Nevada Bar No. 06379
COHEN JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Attorneys for MEI-GSR HOLDINGS LLC

1 **2540**

2 ROBERT A. DOTSON, ESQ.

3 Nevada State Bar No. 5285

4 rdotson@laxalt-nomura.com

5 ANGELA M. BADER, ESQ.

6 Nevada State Bar No. 5574

7 abader@laxalt-nomura.com

8 LAXALT & NOMURA, LTD.

9 9600 Gateway Drive

10 Reno, Nevada 89521

11 Tel: (775) 322-1170

12 Fax: (775) 322-1865

13 Attorneys for Plaintiff

14 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**15 **IN AND FOR THE COUNTY OF WASHOE**16 GOLDEN ROAD MOTOR INN, INC., a Nevada
17 Corporation, d/b/a ATLANTIS CASINO
18 RESORT SPA

Case No.: CV12-01171

Dept No.: B7

19 Plaintiff,

20 vs.

21 SUMONA ISLAM, an individual; MEI-GSR
22 HOLDINGS LLC, a Nevada limited liability
23 company, d/b/a GRAND SIERRA RESORT;
24 ABC CORPORATIONS; XYZ
25 PARTNERSHIPS; AND JOHN DOES I through
26 X, inclusive.

27 Defendants.

28 **NOTICE OF ENTRY OF FINDINGS OF
FACT AND CONCLUSIONS OF LAW AND ORDER**

PLEASE TAKE NOTICE, that a Findings of Fact and Conclusions of Law and Order was entered on August 26, 2013. A copy of said Findings of Fact and Conclusions of Law and Order is attached hereto as Exhibit 1.

///

///

Affirmation Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated this 1 day of October, 2013.

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON

Nevada State Bar No. 5285

ANGELA M. BADER

Nevada State Bar No. 5574

9600 Gateway Drive

Reno, Nevada 89521

(775) 322-1170

Attorneys for Plaintiff

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of LAXALT &
3 NOMURA, LTD., and that on this date, I caused to be served a true and correct copy of the
4 foregoing by:

- 5 ☒ (BY MAIL) on all parties in said action, by placing a true copy thereof enclosed
6 in a sealed envelope in a designated area for outgoing mail, addressed as set forth
7 below. At the Law Offices of Laxalt & Nomura, mail placed in that designated
8 area is given the correct amount of postage and is deposited that same date in the
9 ordinary course of business, in a United States mailbox in the City of Reno,
10 County of Washoe, Nevada.
- 11 ☒ By electronic service by filing the foregoing with the Clerk of Court using the E-
12 Flex system, which will electronically mail the filing to the following individuals.
- 13 ☐ (BY PERSONAL DELIVERY) by causing a true copy thereof to be hand
14 delivered this date to the address(es) at the address(es) set forth below, where
15 indicated.
- 16 ☐ (BY FACSIMILE) on the parties in said action by causing a true copy thereof to
17 be telecopied to the number indicated after the address(es) noted below.
- 18 ☐ Reno/Carson Messenger Service.
- 19 ☒ By email to the email addresses below.

20 addressed as follows:

21 Steven B. Cohen, Esq.
22 Stan Johnson, Esq.
23 Terry Kinnally, Esq.
24 Cohen-Johnson, LLC
25 255 E. Warm Springs Rd, Ste 100
26 Las Vegas, NV 89119

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, NV 89509
mwray@markwraylaw.com

scohen@cohenjohnson.com
sjohnson@cohenjohnson.com
tkinnally@cohenjohnson.com

27 DATED this 1st day of October, 2013.

28 
L. MORGAN BOGUMIL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Findings of Fact and Conclusions of Law and Order	17

FILED

Electronically

10-01-2013:02:40:57 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 4034875

EXHIBIT 1

EXHIBIT 1

1 ROBERT A. DOTSON, ESQ.
Nevada State Bar No. 5285
2 rdotson@laxalt-nomura.com
ANGELA M. BADER, ESQ.
3 Nevada State Bar No. 5574
abader@laxalt-nomura.com
4 LAXALT & NOMURA, LTD.
9600 Gateway Drive
5 Reno, Nevada 89521
6 Tel: (775) 322-1170
Fax: (775) 322-1865
7 Attorneys for Plaintiff

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9
10 **IN AND FOR THE COUNTY OF WASHOE**

11 GOLDEN ROAD MOTOR INN, INC., a Nevada
Corporation, d/b/a ATLANTIS CASINO
12 RESORT SPA

Case No.: CV12-01171

Dept No.: B7

13 Plaintiff,

14 vs.

15 SUMONA ISLAM, an individual; MEI-GSR
HOLDINGS LLC, a Nevada limited liability
16 company, d/b/a GRAND SIERRA RESORT;
ABC CORPORATIONS; XYZ
17 PARTNERSHIPS; AND JOHN DOES I through
X, inclusive.

18 Defendants.
19

20 **~~PROPOSED~~ FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER**

21 This matter came on for a non-jury trial on July 1, 2013 before the Court, Honorable
22 Patrick Flanagan, District Judge, presiding. The Court heard evidence for 9 days and the
23 arguments of counsel on the 10th day of trial. The Court, having carefully considered all of the
24 exhibits in evidence, the testimony of the witnesses, trial statements of the parties, and the
25 arguments of counsel, hereby issues the following Findings of Fact and Conclusions of Law:

26 ///

27 ///

28 ///

Findings of Fact

1. On or about April 15, 2008, ISLAM became an employee of the Golden Road Motor Inn, Inc., dba Atlantis Casino Resort Spa ("ATLANTIS").

2. On April 15, 2008, ISLAM executed the ATLANTIS Online System User Agreement ("Online System User Agreement"). Among other terms, the Online System User Agreement prohibits unauthorized downloading or uploading of software and information.

3. On April 15, 2008, in conjunction with her employment with ATLANTIS, ISLAM also executed an agreement with ATLANTIS concerning its Business Ethics Policy and Code of Conduct Acknowledgement and Conflicts of Interest Statement. This agreement ("Business Ethics Policy"), was again signed by ISLAM on January 23, 2009, February 26, 2010 and January 19, 2011. This policy in section 3.1 identifies confidential information as all nonpublic information regarding the company's operation and business activities and those of its customers and suppliers. Nonpublic means any information that is not officially disclosed through means such a press releases or other forms of publication, where it is not common knowledge. Section 4.4 prohibits the disclosure of inside information to persons outside the company or other persons within the company who are not authorized to receive such information. Pursuant to the terms of the Business Ethics Policy, ISLAM agreed not to disclose confidential information including customer lists or customer information (such as player tracking or club information) to any unauthorized persons, either during or after her termination, and not to take any documents or records belonging to ATLANTIS after her departure. She also agreed not to profit from confidential information of ATLANTIS. ISLAM's agreement to the terms of this contract was a condition of her employment with ATLANTIS.

4. On April 15, 2008, in conjunction with commencing her employment with ATLANTIS, ISLAM executed the ATLANTIS Company Policy regarding Company Property, Proprietary Information, and Trade Secrets (hereinafter referred to as "Trade Secret Agreement"). This agreement, including any updates, was again signed by ISLAM on January 23, 2009, February 26, 2010 and January 19, 2011. This agreement provides that any improper

1 use or dissemination of ATLANTIS intellectual property is a breach of the policy and may be a
2 violation of state and federal trade secrets laws and also warns that such violation is punishable
3 both civilly and criminally.

4 5. ISLAM was hired to be an Executive Casino Host at ATLANTIS. When she
5 was hired, she was under a contractual obligation to her former employer, Harrah's, which
6 prohibited her from working in a same or similar position within six months after separation
7 from employment at Harrah's. In order to honor this obligation, ATLANTIS placed her in the
8 position of concierge manager. She worked in the hotel side of the operation of the
9 ATLANTIS and not in the gaming side of the operation until the expiration of the six month
10 restriction imposed by her agreement with Harrah's. Thereafter, she was transferred to the
11 gaming operation and began her employment as a host.

12 6. When ISLAM began to work as a host at ATLANTIS, she brought with her
13 what she claimed to be her personal book of trade. ISLAM has identified Exhibits 75 and 80
14 as her book of trade.

15 7. Steve Ringkob, indeed almost every witness, testified that there were certain
16 items that hosts were entitled to take with them from property to property and that a host's
17 book of trade is the host's property and "nothing is wrong with her taking this information
18 wherever she goes." However, he also testified that the player's gaming history and tracking at
19 the ATLANTIS would become proprietary information.

20 8. Although the term "casino host book of trade" has been defined variously, it has
21 generally been defined as those names and contact information of guests with whom the host
22 has developed relationships through their own efforts. Ringkob defined it as those guests with
23 whom the host has developed a relationship and it was not information coming from the casino.

24 9. The evidence is clear that ISLAM intentionally downloaded, by hand copying
25 from the ATLANTIS computer screen, players' names, contact information, level of play,
26 game preferences and other proprietary information from the ATLANTIS Casino's, casino
27 management system, Patron Management Program.

1 10. On February 26, 2010, ISLAM signed a Non-Compete/Non-Solicitation
2 Agreement with ATLANTIS ("Non-Compete Agreement"). Pursuant to the terms of the Non-
3 Compete Agreement, ISLAM agreed that she would not, without the prior written consent of
4 ATLANTIS, be employed by, in any way affiliated with, or provide services to any gaming
5 operation located within 150 miles of ATLANTIS for a cooling off period of one year after the
6 date that the employment relationship between she and the ATLANTIS ended.

7 11. During ISLAM'S employment at ATLANTIS, she had access to and worked
8 with highly sensitive trade secrets and proprietary and confidential information of the
9 ATLANTIS. This information included customer and guest lists, customer information and
10 data including player contact information, tracking and club information, guest preferences and
11 gaming tendencies of the guests. This information included not just the information for guests
12 assigned to her, but also information for guests assigned to other hosts.

13 12. Before and during ISLAM'S employment, ATLANTIS undertook significant
14 precautions to maintain the secrecy of its confidential information. These efforts included
15 disabling USB ports in the computers at ATLANTIS, not providing or allowing printers, and
16 monitoring all emails that are sent to recipients off property.

17 13. Despite the precautions taken to protect ATLANTIS' confidential trade secret
18 information, during her employment at ATLANTIS ISLAM copied guest information by hand
19 from the screen of the ATLANTIS computer onto spiral note pads. Ms. ISLAM, in her
20 handwritten notes in spiral notebooks, which she identified as hers, copied players' names,
21 contact information and also the designation of whether or not they played table games or slots.
22 The information copied had the notation of the guests' marker information, for purposes of
23 knowing what their credit limit was. Some notations included information regarding previous
24 gaming results and losses incurred by that player. This is information Ms. ISLAM testified that
25 she wrote down from the ATLANTIS computer. A copy of some of those spirals is found in
26 Exhibit 80.

27 14. Ms. ISLAM testified that in the fall of 2011, she was becoming dissatisfied with
28 her employment at the ATLANTIS. She testified that she had not been given a raise, that she

1 had only been given one bonus and not the quarterly bonuses that she states were promised to
2 her, she felt isolated in her interpersonal relationships with other employees at the ATLANTIS
3 and she had come to a point in her career where she believed that if she was ever going to make
4 more money, she would have to seek employment elsewhere.

5 15. The evidence is that on or around October, Ms. ISLAM learned from Ms.
6 Antonetti that the Grand Sierra Resort ("GSR") was hiring new employees. Through an online
7 application, ISLAM applied for and interviewed with the GSR to obtain a position as a host.

8 16. At about that time, Ms. ISLAM asked Mr. DeCarlo for a copy of her Non-
9 Compete Agreement with the ATLANTIS.

10 17. Sometime in December and January, two interviews took place. The first was
11 with Ms. Hadley, at the GSR. Ms. Hadley testified that she was impressed with Ms. ISLAM.
12 She testified she did not ask for ISLAM's book of business at that time.

13 18. A second interview was arranged between ISLAM and Hadley and Flaherty of
14 the GSR. At that time, a more in-depth discussion took place relative to Ms. ISLAM's book of
15 business. Mr. Flaherty testified and it's confirmed by the transcript of a subsequent interview
16 that he told Ms. ISLAM not to bring anything from the ATLANTIS to the GSR, to bring
17 nothing, but herself and her relationships.

18 19. During the course of the interview process, ISLAM and representatives of GSR
19 discussed the fact that ISLAM was subject to an agreement restricting her employment with a
20 competitor of ATLANTIS and ISLAM provided GSR with a copy of the Non-Compete
21 Agreement. This conduct is consistent with ISLAM's testimony of her behavior when applying
22 for the position with the ATLANTIS. She testified that she provided a copy of the Harrah's
23 Non-Compete to the ATLANTIS prior to their offering of employment to her.

24 20. The testimony is that GSR then passed the ATLANTIS Non-Compete
25 Agreement to its legal counsel. Legal counsel apparently reviewed that and gave the green
26 light to hire Ms. ISLAM.

1 21. Ms. ISLAM was concerned that ATLANTIS would initiate litigation against her
2 and sought assurances that GSR would provide legal representation to her should there be
3 litigation over the Non-Compete. GSR agreed.

4 22. ISLAM terminated her employment as an Executive Casino Host with the
5 ATLANTIS on January 19, 2012 and accepted an offer with GSR as an Executive Casino Host
6 on the same day.

7 23. ISLAM began work at GSR at the end of January, 2012.

8 24. The ATLANTIS alleges that soon after ISLAM terminated her employment,
9 ATLANTIS employees discovered that ISLAM had falsely modified, destroyed, falsely
10 changed and/or sabotaged confidential, proprietary, trade secret information of ATLANTIS,
11 including customer data belonging to the ATLANTIS on its online system to her benefit and
12 the benefit of GSR and to the detriment of ATLANTIS.

13 25. The evidence adduced in this matter by Ms. ISLAM herself and other witnesses
14 of the Plaintiff is that Ms. ISLAM did change the addresses, telephone number and/or the email
15 addresses of guests that had been coded to her in the ATLANTIS' casino customer or guest
16 database.

17 26. The evidence shows that shortly after Ms. ISLAM left the employ of the
18 ATLANTIS, the guests who had been assigned to her at the ATLANTIS were distributed
19 amongst the remaining ATLANTIS hosts who attempted to contact those guests to maintain
20 and establish a continued relationship with the ATLANTIS. Shortly thereafter, those hosts
21 reported difficulty, indeed inability to contact the guests. It quickly became apparent that the
22 contact information had been sabotaged. ATLANTIS staff testified that they restored old
23 copies of the Patron Management data to a location in the computer system where the auditors
24 could access the information and the information was restored to the Patron Management
25 Program, the guest marketing database, in a relatively short period of time.

26 27. Additionally, the evidence showed that none of the information was changed in
27 the LMS database, which is the database known as the Lodging Management System that
28 controls the hotel operations.

1 28. ISLAM testified that she did not show either Ms. Hadley or Mr. Flaherty the
2 spiral notebooks which contained the information she had wrongfully taken from the
3 ATLANTIS' database. Nevertheless, after her employment by the GSR began, Ms. ISLAM
4 began to input that information, the information taken from the ATLANTIS and contained on
5 the spiral notebooks, into the GSR database.

6 29. The testimony from the GSR representatives is that the database fields accessed
7 and completed by ISLAM are limited. They restrict the information that a host could input to
8 name, address, telephone number and contact information. There are no fields for a host to
9 themselves input information regarding a player's gaming history, level of play or preference of
10 game.

11 30. Both Ms. Hadley and Mr. Flaherty testified they never saw the spiral notebooks
12 containing the information ISLAM had wrongfully taken from the ATLANTIS' database.

13 31. After the database sabotage was discovered by the ATLANTIS, ATLANTIS'
14 general counsel, Debra Robinson, wrote a letter to GSR advising them that Ms. ISLAM was
15 subject to a Non-Compete, Non-Disclosure Agreement and that she may have confidential
16 information and ATLANTIS demanded the GSR cease and desist from the use of that
17 information and return it forthwith.

18 32. In response to the cease and desist letter from ATLANTIS to the GSR and Ms.
19 ISLAM relating to the ATLANTIS' concerns about ISLAM's employment, the counsel for the
20 GSR sent a letter rejecting the assertions of the ATLANTIS and essentially maintaining that
21 there was nothing confidential or proprietary that had been acquired by GSR and that all
22 information provided by Ms. ISLAM came from her own personal relationships and her book
23 of business.

24 33. The ATLANTIS reasonably initiated litigation.

25 34. On April 27, 2012, ATLANTIS filed its Complaint for relief with seven causes
26 of action.

27 35. On May 9, 2012, this Court, through its sister Department, entered a Temporary
28 Restraining Order barring Ms. ISLAM from any employment with GSR. That Order was

1 extended by Order of this Court dated July 5, 2012 which also applied to GSR. Thereafter, the
2 parties stipulated to a Preliminary Injunction ending this case pending the case's resolution.

3 36. To the extent appropriate and to give intent to this order, any finding of fact
4 should be found to be a conclusion of law. Similarly, to the extent appropriate any conclusion
5 of law shall be deemed a finding of fact.

6 CONCLUSIONS OF LAW

7 Breach of Contract – Online Systems User Agreement, Business Ethics Policy, Trade 8 Secrets Agreement as to ISLAM

9 1. The elements for establishing a breach of contract claim are: (1) A valid and
10 existing contract was entered into between Plaintiff and Defendant; (2) Plaintiff performed or
11 was excused from performance of the contract; (3) Defendant breached; and (4) Plaintiff
12 sustained damages as a result of the breach. *Reichert vs. General Insurance Co. of Amer.*, 68
13 Cal. 2d 822, 69 Cal. Rptr. 321, 442 P.2d 377 (1968); *Marwan Ahmed Harara vs. Conoco*
14 *Phillips Co.*, 375 F. Supp. 2d 905, 906 (9th Cir. 2005).

15 2. In order to succeed on a breach of contract claim in Nevada, a plaintiff must
16 show "(1) the existence of a valid contract, (2) a breach by the defendant, and (3) damage as a
17 result of the breach." *Saini v. Int'l Game Tech.*, 434 F. Supp. 2d 913, 919-920 (D. Nev. 2006),
18 citing *Richardson v. Jones*, 1 Nev. 405, 405 (1865).

19 3. In its first cause of action the Plaintiff alleges the violation of three contracts.
20 These are the Online User Agreement, the Business Ethics Policy, and the Trade Secrets
21 Agreement. These agreements were signed by Defendant ISLAM and a representative of
22 Plaintiff, ATLANTIS. This Court finds that these are valid contracts. The Court further finds
23 that the Defendant ISLAM breached these contracts.

24 4. Based upon the fact that ISLAM downloaded players' names, contact
25 information, level of play, game preferences and other proprietary information from the
26 ATLANTIS Casino's, casino management system, Patron Management Program, the Court
27 finds that she has breached these contracts and that the ATLANTIS has suffered damages as a
28

1 result of the breach. Consequently, the Court finds in favor of the Plaintiff and against
2 Defendant Sumona ISLAM on the first cause of action.

3 5. The Court finds that damages should be awarded in favor of ATLANTIS and
4 against ISLAM on this claim. These are made up of compensatory damages of \$10,941 plus an
5 additional \$2,119 to repair the database, totaling \$13,060.

6 **Breach of Contract—Non-Compete Agreement as to ISLAM**

7 6. The Non-compete/Non-solicitation Agreement was signed by ISLAM and a
8 representative of ATLANTIS in 2010. The law presumes that all parties have the freedom to
9 contract and establish the terms of employment between themselves. However, restrictive
10 covenants are not favored in the law. The determination of the validity of such a contract as
11 written is governed by whether or not it imposes upon the employee any greater restraint than
12 is reasonably necessary to protect the business and the goodwill of the employer.

13 7. A restraint of trade is unreasonable if it is greater than that required to protect
14 the person for whose benefit the restraint is imposed or imposes an undue hardship on the
15 person restricted. *Hansen v. Edwards*, 83 Nev. 189, 426 P.2d 792 (1967). *See also, Jones v.*
16 *Deeter*, 112 Nev. 291, 294, 913 P.2d 1272, 1274 (1996).

17 8. The public has an interest in seeing that competition is not unreasonably limited
18 or restricted.

19 9. In the instant matter, this Court finds that the term restricting employment for a
20 period of one year is reasonable and necessary to protect the interests of the ATLANTIS.

21 10. This Court finds that the term restricting employment within 150 miles from
22 ATLANTIS is reasonable. It encompasses the markets of Sacramento and the evidence
23 supports the threat that Thunder Valley and indeed other Northern California casinos pose to
24 the casinos of Northern Nevada.

25 11. The Court finds, however, that the total exclusion from employment with a
26 competitor is unreasonable. This Court finds that excluding the employment of an individual
27 such as Ms. ISLAM, who has attempted to create a career in this industry from any role in any
28 casino in any capacity is an unreasonable restraint on her and it imposes an undue hardship on

1 Ms. ISLAM and it is a restraint that is greater than that required for the protection of the person
2 for whose benefit the restraint is imposed, the ATLANTIS. Therefore, the Court finds the
3 Non-Competition contract unenforceable and dismisses the second cause of action related to
4 breach of that contract.

5 **Conversion of Property as to ISLAM**

6 12. The elements of conversion are that a defendant exercises an act of dominion
7 wrongfully exerted over the personal property of another in denial of or inconsistent with title
8 rights therein, or in derogation, exclusion or defiance of such rights. *M.C. Multi Family*
9 *Development, L.L.C. v. Crestdale Associates Ltd.*, 124 Nev. 901, 910, 196 P.3d 536 (2008)
10 *citing Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606, 5 P.3d 1043, 1048 (2000).

12 13. The caselaw here states that conversion generally is limited to those severe,
13 major and important interferences with the right to control personal property that justified
14 requiring the actor to pay the property's full value. Courts have noted that this remedy in
15 general is harsh and is reserved for the most severe interferences with personal property.

17 14. The Court finds that the evidence adduced shows that the interference with the
18 property of the ATLANTIS was not severe, that the information, although altered, was not lost
19 and was easily restored. One measure of that is the fact that the damages sought for the
20 restoration expense is de minimus in light of the value of not only Ms. ISLAM's book of trade,
21 which she estimated at \$3.5 to \$4 million, but the operation of the ATLANTIS itself.
22 Therefore, this Court finds that the Plaintiff has failed to establish the elements of conversion
23 and the third cause of action is therefore dismissed.

25 **Tortious Interference with Contractual Relations and Prospective Economic Advantage as**
26 **to ISLAM**

27 15. To establish intentional interference with contractual relations, ATLANTIS
28 must show: (1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3)
intentional acts intended or designed to disrupt the contractual relationship; (4) actual

1 disruption of the contract; and (5) resulting damage. *Sutherland v. Gross*, 105 Nev. 192, 772
2 P.2d 1287, 1290 (1989).

3 16. The elements of the tort of wrongful interference with a prospective economic
4 advantage are: (1) a prospective contractual relationship between the plaintiff and a third
5 party; (2) the defendant's knowledge of this prospective relationship; (3) the intent to harm the
6 plaintiff by preventing the relationship; (4) the absence of a privilege or justification by the
7 defendant; and, (5) actual harm to the plaintiff as a result of the defendant's conduct. *Leavitt v.*
8 *Leisure Sports, Inc.*, 103 Nev. 81, 88, 734 P.2d 1221, 1225 (1987); *Las Vegas-Tonopah-Reno*
9 *Stage v. Gray Line*, 106 Nev. 283, 792 P.2d 386, 388 (1990).

10 17. Based upon the Nevada Supreme Court's decision in *Frantz v. Johnson*, 116
11 Nev. 455, 999 P.2d 351(2000), this Court is directed to look to the specific evidence adduced at
12 trial to determine whether or not the acts of a defendant are more appropriately adjudicated
13 under the Uniform Trade Secrets Act than under a claim for tortious interference with contract
14 or prospective economic advantage. In an examination of the facts here, this Court has
15 determined that the facts adduced in this trial make it more appropriate that the claim against
16 Sumona ISLAM be adjudicated under the Uniform Trade Secrets Act.

17 **Violation of Uniform Trade Secret Act, NRS 600A.010 et. seq. as to ISLAM and GSR**

18 18. To establish a misappropriation claim under NRS § 600A.010 et. seq., the
19 plaintiff must show: (1) a valuable trade secret; (2) misappropriation¹ of the trade secret
20

21 ¹ "Misappropriation" per NRS 600A.030(2) means:

- 22 (a) Acquisition of the trade secret of another by a person by improper means;
23 (b) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was
acquired by improper means; or
24 (c) Disclosure or use of a trade secret of another without express or implied consent by a person who:
25 (1) Used improper means to acquire knowledge of the trade secret;
26 (2) At the time of disclosure or use, knew or had reason to know that his or her knowledge of the trade
secret was:
27 (I) Derived from or through a person who had used improper means to acquire it;
(II) Acquired under circumstances giving rise to a duty to maintain its secrecy or limits its
28 use; or
(III) Derived from or through a person who owed a duty to the person seeking relief to
maintain its secrecy or limit its use; or
(3) Before a material change of his or her position, knew or had reason to know that it was a trade secret
and that knowledge of it had been acquired by accident or mistake.

1 through use, disclosure, or nondisclosure of the use of the trade secret; and (3) the requirement
2 that the misappropriation be wrongful because it was made in breach of an express or implied
3 contract or by a party with a duty not to disclose. *Frantz v. Johnson*, 116 Nev. 455, 466, 999
4 P.2d 351, 358 (2000).

5 19. A trade secret is information that derives independent economic value, actual or
6 potential, from not being generally known to and not being readily ascertainable by proper
7 means by the public, as well as information that is subject to efforts that are reasonable under
8 the circumstances to maintain its secrecy. NRS 600A.040.

9 20. The determination of what is a trade secret is a question of fact for the trier of
10 fact. *Frantz*, 116 Nev. at 466, 999 P.2d at 358. The caselaw indicates that contractual
11 restrictions alone or designations alone do not control whether or not a particular design,
12 compilation, or mechanism is a trade secret. To determine whether or not an item is a trade
13 secret, the Court considers these factors. First, the extent to which the information is known
14 outside the business and the ease or difficulty with which the information could be properly
15 acquired by others. Second, whether the information was confidential or secret. Third, the
16 extent and manner in which the employer guarded the secrecy of the information. Fourth, the
17 former employee's knowledge of the customer's buying habits and other customer data and
18 whether this information is known by the employer's competitors.

19 21. There was a consensus amongst all the witnesses that in the case of a customer
20 with whom a host has established a relationship, that customer's name, address, contact
21 information is not a trade secret. All of the witnesses here have identified certain items that
22 they consider trade secrets in the gaming industry and these are well-qualified witnesses who
23 have spent decades in this industry. Those items have been identified as, (1) player tracking
24 records; (2) other hosts' customers; (3) initial buy-ins; (4) level of play; (5) whether the player
25 plays table games or slots; (6) time of play; (7) customers' personal information that is personal
26 to them, such as a Social Security number; (8) customers' casino credit; (9) customer's location,
27 whether they are an international, regional or local player; (10) marketing strategy; (11)
28 customers' birth date, which one witness testified was critical for credit accounts; (12) tier

1 levels, which is different than player ratings, they are more specific in terms of measurement;
2 (13) comp information for the player; (14) players' history of play; (15) players' demographics;
3 (16) players' financial information; (17) the company's financial information; (18) the
4 company's marketing strategy; (19) other employees' information and customer information.
5 The Court does not by this list deem this list to be exclusive. There may be other instances and
6 other items that are properly designated as trade secrets, however, this was the evidence
7 adduced in this trial.

8 22. This Court finds that this information is not known outside of the business of the
9 ATLANTIS. Indeed, the previous 19 items are not easy to learn, in fact, it is difficult to
10 acquire this information properly.

11 23. This Court further finds that there is no question that this information was
12 confidential within the ATLANTIS and that has been demonstrated amply by the extent and
13 manner in which the ATLANTIS took steps to guard the secrecy of this information.
14 Specifically, Mr. Woods testified that there were no printers and that the USB ports on the
15 computers were restricted, that the hosts had no ability to print or download guest lists. He
16 further explained that security access was determined by the job designation. There was
17 testimony that the passwords for this access were changed frequently and therefore it has been
18 established beyond any reasonable doubt that the ATLANTIS considered all of this
19 information a trade secret and this Court does so find.

20 24. This Court finds that the information written down in the spiral notebooks
21 which Ms. ISLAM identified as hers was taken from the ATLANTIS' computer and is not
22 information open to the public.

23 25. This Court finds that Ms. ISLAM has violated not only the terms and conditions
24 of her contract, but also has committed a violation of the Uniform Trade Secrets Act.

25 26. This Court finds that Damages are appropriately awarded against ISLAM for
26 violation of the Uniform Trade Secrets Act and awards damages totaling \$10,814.

27 ///

28 ///

1 **Declaratory Relief**

2 27. The sixth cause of action filed by the Plaintiff is a request for declaratory relief.
3 The Courts grants and denies this claim as follows.

4 28. This Court finds that the Online System User Agreement is a valid contract.
5 This Court finds that the Business Ethics Policy and Code of Conduct Agreement is a valid
6 contract. This Court finds that the Trade Secrets Agreement is a valid contract. This Court
7 finds that the Non-compete Agreement is overbroad and unenforceable. This Court also finds
8 that those contracts have been breached.

9 29. This Court finds that the Defendant has violated the Uniform Trade Secrets Act
10 and that the Plaintiff has suffered damages.

11 **Proof of Damages**

12 30. There are two distinct damage models proffered in this case. One is based on
13 theoretical win based upon a customer lifetime value analysis proffered by the Plaintiff. The
14 other is a damage analysis based on actual win - loss proffered by the Defendants in this case.

15 31. This Court has examined all of the exhibits in support of both models. This
16 Court has listened to the testimony of Brandon McNeely, who testified on behalf of the
17 Plaintiff in support of a valuation based upon theoretical wins. This Court finds that the
18 customer lifetime value analysis is a solid one and is supported by scholarly research and
19 empirical data.

20 32. This Court has also considered Mr. Aguero's testimony and reviewed his expert
21 report, which is Exhibit 32. The Court has also reviewed Brandon McNeely's reports and the
22 Exhibits included within Exhibit 59, A, B, C, D and E.

23 33. The Court has also considered the testimony of Mr. Frank DeCarlo when he
24 testified about the mitigation marketing costs, and Lilia Santos, who testified to the loss of
25 guests of the ATLANTIS to the GSR.

26 34. Having considered both models, this Court feels the more appropriate model in
27 this particular case is the actual win-loss model. That model is based upon the data provided by
28

1 both parties, the hard data and an analysis that is well reasoned and supported not only by the
2 evidence, but scholarly review.

3 35. Therefore, the compensatory damages as to Defendant ISLAM, as previously
4 described will be on the first count for breach of contract, \$10,941 plus an additional \$2,119.
5 As to the violation of the Uniform Trade Secret Act, judgment will be in favor of Plaintiff,
6 against Defendant ISLAM in the amount of \$10,814.

7 **Punitive Damages**

8 36. The Plaintiff has requested punitive damages be awarded in this case and this
9 Court finds that punitive damages are warranted here.

10 37. Ms. ISLAM testified that her actions were malicious, as they were intended to
11 hurt the ATLANTIS. Despite whatever reason she may have felt justified her actions, her
12 actions were unjustified, they were willful, they were malicious, and they were intentional.

13 38. Punitive damages have a two-pronged effect. One is to punish the transgressor
14 and the other is to serve as an example to deter others similarly situated from engaging in the
15 same conduct. Therefore, there are several factors to be taken into consideration, including the
16 willfulness of the conduct, the public interest that is at stake, and not the least of which is the
17 Defendant's financial condition. Ms. ISLAM testified that she makes \$80,000 per year. This
18 Court is assessing significant compensatory damages against her. However, the Court feels
19 that a significant punitive damage is necessary in order to deter others from violating those
20 contracts between the ATLANTIS and its employees. This Court therefore has determined that
21 a punitive damage award of \$20,000, representing one quarter of her annual salary, is an
22 appropriate punishment to Ms. ISLAM.

23 **Attorney Fee Award**

24 39. The Uniform Trade Secrets Act also provides for the award of Attorney's fees in
25 the case of willful and malicious misappropriation.

26 40. Having found in favor of the Plaintiff as the prevailing party against the
27 Defendant ISLAM, under the circumstances of this case, this Court will award attorney's fees
28

1 and litigation costs. Those fees will be awarded after appropriate affidavit of fees and the
2 memorandum of costs are timely submitted.

3 **Injunctive Relief**

4 41. This Court further finds that this is an appropriate matter in which to impose a
5 Permanent Injunction, pursuant to NRS 600A.040, prohibiting ISLAM from any further use of
6 the trade secret information at issue until such time as the information becomes ascertainable
7 by proper means by the public or is otherwise no longer a Trade Secret as defined by NRS
8 600A.030(5). In this regard, ISLAM is Ordered to destroy any and all customer lists obtained
9 from or originating from ATLANTIS, including specifically the spiral notebooks, copies of
10 which have been marked at trial as Exhibits 6, 80 and 81. Further, ISLAM is Ordered to purge
11 from any electronic record or physical records, any and all information (including any
12 information not previously produced by her in the litigation which is subsequently located)
13 which has been identified in this decision as a trade secret, originating from the ATLANTIS.

14 **CONCLUSION**

15 42. Judgment in favor of ATLANTIS against Defendant ISLAM.

16 DATED AND DONE this 26 day of AUGUST, 2013.

17
18 
19 DISTRICT JUDGE

20 Respectfully submitted,

21 LAXALT & NOMURA, LTD

22
23 By:

24 ROBERT A. DOTSON (NSB # 5285)
25 ANGELA M. BADER, ESQ. (NSB #5574)
26 9600 Gateway Dr.
27 Reno, NV 89521
28 T: (775) 322-1170
F: (775) 322-1865

1 **2540**

2 ROBERT A. DOTSON, ESQ.

3 Nevada State Bar No. 5285

4 rdotson@laxalt-nomura.com

5 ANGELA M. BADER, ESQ.

6 Nevada State Bar No. 5574

7 abader@laxalt-nomura.com

8 LAXALT & NOMURA, LTD.

9 9600 Gateway Drive

10 Reno, Nevada 89521

11 Tel: (775) 322-1170

12 Fax: (775) 322-1865

13 Attorneys for Plaintiff

14 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**15 **IN AND FOR THE COUNTY OF WASHOE**16 GOLDEN ROAD MOTOR INN, INC., a Nevada
17 Corporation, d/b/a ATLANTIS CASINO
18 RESORT SPA

Case No.: CV12-01171

Dept No.: B7

19 Plaintiff,

20 vs.

21 SUMONA ISLAM, an individual; MEI-GSR
22 HOLDINGS LLC, a Nevada limited liability
23 company, d/b/a GRAND SIERRA RESORT;
24 ABC CORPORATIONS; XYZ
25 PARTNERSHIPS; AND JOHN DOES I through
26 X, inclusive.

27 Defendants.

28 **NOTICE OF ENTRY OF FINDINGS OF
FACT AND CONCLUSIONS OF LAW AND JUDGMENT**

PLEASE TAKE NOTICE, that a Findings of Fact and Conclusions of Law and Judgment was entered on September 27, 2013. A copy of said Findings of Fact and Conclusions of Law and Judgment is attached hereto as Exhibit 1.

///

///

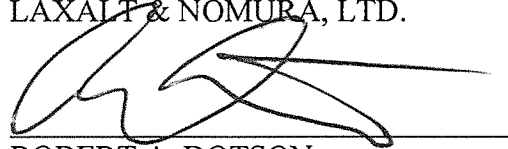
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Affirmation Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated this 1 day of October, 2013.

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON

Nevada State Bar No. 5285

ANGELA M. BADER

Nevada State Bar No. 5574

9600 Gateway Drive

Reno, Nevada 89521

(775) 322-1170

Attorneys for Plaintiff

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of LAXALT &
3 NOMURA, LTD., and that on this date, I caused to be served a true and correct copy of the
4 foregoing by:

- 5 ☒ (BY MAIL) on all parties in said action, by placing a true copy thereof enclosed
6 in a sealed envelope in a designated area for outgoing mail, addressed as set forth
7 below. At the Law Offices of Laxalt & Nomura, mail placed in that designated
8 area is given the correct amount of postage and is deposited that same date in the
9 ordinary course of business, in a United States mailbox in the City of Reno,
10 County of Washoe, Nevada.
- 11 ☒ By electronic service by filing the foregoing with the Clerk of Court using the E-
12 Flex system, which will electronically mail the filing to the following individuals.
- 13 ☐ (BY PERSONAL DELIVERY) by causing a true copy thereof to be hand
14 delivered this date to the address(es) at the address(es) set forth below, where
15 indicated.
- 16 ☐ (BY FACSIMILE) on the parties in said action by causing a true copy thereof to
17 be telecopied to the number indicated after the address(es) noted below.
- 18 ☐ Reno/Carson Messenger Service.
- 19 ☒ By email to the email addresses below.

20 addressed as follows:

21 Steven B. Cohen, Esq.
22 Stan Johnson, Esq.
23 Terry Kinnally, Esq.
24 Cohen-Johnson, LLC
25 255 E. Warm Springs Rd, Ste 100
26 Las Vegas, NV 89119

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, NV 89509
mwray@markwraylaw.com

scohen@cohenjohnson.com
sjohnson@cohenjohnson.com
tkinnally@cohenjohnson.com

27 DATED this 1st day of October, 2013.

28 
L. MORGAN BOGUMIL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Findings of Fact and Conclusions of Law and Judgment	8

FILED

Electronically

10-01-2013:02:42:03 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 4034881

EXHIBIT 1

EXHIBIT 1

FILED

Electronically
09-27-2013:03:42:55 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4028835

COHEN-JOHNSON, LLC
H. STAN JOHNSON
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
BRIAN A. MORRIS, ESQ.
Nevada Bar No. 11217
bam@cohenjohnson.com
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

GOLDEN ROAD MOTOR INN, INC., a Nevada
Corporation, d/b/a ATLANTIS CASINO
RESORT SPA,

Plaintiff,

vs.

SUMONA ISLAM, an individual; MEI-GSR
HOLDINGS LLC d/b/a GRAND SIERRA
RESORT; et.al.

Defendants.

Case No.: CV12-01171
Dept. No.: B7

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AND
JUDGMENT**

This matter came on for a non-jury trial on July 1, 2013 before the Honorable Patrick Flanagan, District Judge, presiding. The Court having heard the testimony of witnesses, reviewed the exhibits submitted into evidence and having heard the argument of Counsel finds in favor of the Defendant MEI-GSR HOLDINGS, LLC, d/b/a GRAND SIERRA RESORT on all causes of action alleged against it and awards Defendant MEI-GSR HOLDINGS LLC d/b/a GRAND SIERRA RESORT attorneys' fees pursuant to NRS 600A.060 and costs pursuant to NRS 18.110 and further makes the following findings of fact and conclusions of law

FINDINGS OF FACTS:

1. That in 2005 Sumona Islam became a casino host for Harrah's Casino in Reno.
2. That during the course of her employment with Harrah's she developed a list of players with information concerning those players commonly known as her "book of trade"
3. In April 2008 Sumona Islam left Harrah's and became employed by Plaintiff

1 Golden Road Motor Inn as a host at the Atlantis Casino.

2 4. At the time of her employment at Atlantis, Sumona provided a copy of her "book
3 of trade" to Atlantis which was incorporated into the Atlantis data base. During her employment
4 with Atlantis, she obtained additional players whom she included in her "book of trade".

5 5. In January 2011 Sumona Islam entered into a non-competition agreement with the
6 Atlantis which provided that she could not be employed by any casino in any capacity within 150
7 mile radius for one year from her termination of employment with Atlantis.

8 6. In January 2012 she applied for a position as an executive casino host with GSR,
9 a hotel casino in Reno owned by Defendant MEI-GSR HOLDINGS INC.

10 7. She informed GSR of her non-competition agreement with Atlantis and provided
11 a copy of that document to GSR. GSR sent the document to its counsel for review and received
12 an opinion that the agreement was unenforceable as written.

13 8. At the time of her hiring GSR through its agents told Sumona Islam not to bring
14 any information from Atlantis, except for herself and her relations.

15 9. Although Ms. Islam was in possession of spiral notebooks in which she had
16 copied information from the Atlantis' data base, she did not give or show those notebooks to
17 anyone at GSR.

18 10. Upon her hiring in January 2012, Sumona entered certain information from her
19 "book of trade" into the GSR database. This consisted of approximately 200 guests, that she
20 wished to be assigned to her as a host based on her statement that she had prior relationships with
21 these individuals.

22 11. The GSR database restricted the information which could be inputted by hosts to
23 a player's name, address telephone number and contract information and has no fields in which
24 Sumona could have inputted player ratings, casino credit history, or player history.

25 12. A customer's name, address and contact information are not trade secrets.

26 For purposes of this litigation it was determined that the following would constitute a trade secret

27 a) player tracking records;

28 b) other hosts customers;

- c) initial buy-ins;
- d) level of play;
- e) table games;
- f) time of play;
- g) customer's personal information such as a Social Security number
- h) customer's casino credit;
- i) customer's location, whether they're international, regional or local player beyond any information contained within the customer's address;
- j) marketing strategy;
- k) customer's birth date;
- l) customer's tier ratings;
- m) comp information ;
- n) player's history of play;
- o) player's demographics;
- p) players' financial information;
- q) company's financial information;
- r) company's marketing strategy;
- s) other employee's information and customer information.

13. In April 2012 house counsel for Atlantis sent a letter to GSR stating that Sumona had taken proprietary information from the Atlantis computers and changed other customer information in the Atlantis database.

14. Counsel for GSR informed plaintiff that Ms. Islam denied taking any proprietary information from Atlantis and requested Atlantis to provide the information which it believed had been misappropriated by Ms. Islam. Plaintiff did not provide any information.

15. Atlantis filed suit against Ms. Islam and GSR alleging that GSR had tortuously interfered with Atlantis' non-competition agreement, tortuously interfered with a prospective economic advantage belonging to Atlantis and violation of NRS 600A.010 commonly known as the Nevada Trade Secret Act.

1 16. Plaintiff sought a preliminary injunction which enjoined GSR from using any
2 information provided to it from Sumona Islam. GSR took reasonable steps to insure good faith
3 and timely compliance with the injunction.

4 17. Atlantis knew that among the names it claimed were misappropriated were names
5 which were legally and properly included in Ms. Islam's "book trade" but despite this knowledge
6 brought and obtained an injunction preventing GSR from marketing to these individuals from
7 August 27, 2012 through the trial of this matter in 2013.

8 18. Atlantis presented no credible evidence that GSR had a duty to investigate the
9 names in Ms. Islam's "book of trade" beyond making inquiries of Ms. Islam. To the contrary
10 there was credible testimony that casinos have a right to rely on the host's statements.

11 19. GSR provided a list of all the names and information concerning those individuals
12 added to the GSR data base by Ms. Islam which showed that the information was limited to the
13 individual player's name, address and contact information. None of which constitutes a trade
14 secret under NRS 600A .10.

15 20. Atlantis presented no credible evidence that GSR had tortuously interfered with
16 its non-competition agreement with Islam. Atlantis knew that GSR had hired Ms. Islam based on
17 its attorneys legal opinion that the agreement was overly broad in denying Ms. Islam the right to
18 work in any capacity in any casino. Atlantis further knew or should have known that the non-
19 competition agreement was overly broad and unenforceable and unenforceable as a matter of law
20 but continued to prosecute the claim.

21 21. Atlantis presented no credible evidence that GSR misappropriated any
22 information constituting a trade secret and in fact maintained the litigation and the injunction to
23 include names of persons which it knew and admitted at trial were legally in Ms. Islam's book of
24 business and that she was entitled to provide to GSR.

25 22. Atlantis continued and maintained the litigation against GSR for misappropriation
26 of trade secrets even when it knew that GSR was acting in good faith by relying on Ms. Islam's
27 assertions concerning her "book of trade" and knew that the customer information provided by
28 Ms. Islam was limited to the customers' name, address, telephone number and contact

1 information.

2 23. GSR did not misappropriate a trade secret belonging to Atlantis;

3 24. GSR did not tortuously interfere with a contract between Sumona Islam and
4 Atlantis.

5 25. GSR did not interfere with a prospective economic advantage belonging to
6 Atlantis.

7 26. There is a lack of any evidence in the record that supports the claim of Atlantis
8 that GSR misappropriated Atlantis' trade secrets and therefore, Atlantis has failed to meet its
9 burden of proof.

10 27. That early on in the litigation Defendant Islam admitted that she had taken certain
11 information from ATLANTIS in the form certain spiral notebooks.

12 28. That early on in the litigation Defendant Islam testified that she had not shown the
13 information in the form of the spiral notebooks to any representative of GRS.

14 29. That early on in the litigation Defendant Islam testified and confirmed that she
15 was told by the representatives of GSR not to bring anything with her except for herself and her
16 relationships.

17 30. That early on in the litigation Defendant Islam testified and confirmed that she
18 had told representatives of GSR that she did not bring trade secret information with her or that
19 she had information belonging to ATLANTIS.

20
21 **CONCLUSIONS OF LAW:**

22 1. The non-competition agreement between Sumona Islam and Atlantis, in
23 prohibiting casino employment in any capacity was overly broad and unenforceable as a matter
24 of law.

25 2. That absent an enforceable employment contract or non-competition agreement
26 with Atlantis, GSR could not as a matter of law, interfere with contractual relations between
27 Sumona and Atlantis.

28 3. A customer's name address, and contact information is not a trade secret under

1 NRS 600A.010. GSR did not misappropriate any trade secrets which belonged to Atlantis by
2 allowing Sumona Islam to upload this information into its data base.

3 4. GSR did not improperly obtain the information concerning players listed above as
4 set forth in 600A.030 and had a good faith reliance on Ms. Islam's assurances that all the names
5 provided were part of her personal "book of trade"

6 5. The failure of Atlantis to produce any credible evidence at trial that GSR
7 misappropriated trade secrets belonging to Atlantis constitutes ~~"objective speciousness"~~. That ~~PF~~
8 ~~subjective~~ ^{that} bad faith is shown by the Plaintiff's knowledge of certain facts as set forth in the
9 findings of facts above; the decision to move forward against GSR and the extent of the litigation
10 against GSR despite a lack of direct evidence against GSR. This is a sufficient basis for an
11 award of attorney fees pursuant to NRS 600.060. Defendants are not required to prove a
12 negative and under the objective specious standard a lack of evidence in the record of
13 misappropriation; in addition to the actions as set forth above; is enough to show that the claim
14 of misappropriation was made in bad faith (*Sasco v. Rosendin Electric Inc.*, 143 Cal. Rptr. 3d
15 828, 207 Cal. App 4th 837 (CA 2012)) and entitles GSR to Attorney's fees and costs in this
16 matter.

17 6. That Atlantis sought, obtained, and maintained a preliminary injunction in this
18 matter that included names which Atlantis knew were not trade secrets under NRS 600A.010 and
19 continued to maintain that injunction even when it knew that those names were art of Sumona
20 Islam's personal book of trade in order to thwart competition for those players from GSR and
21 said conduct is evidence of bad faith entitling GSR to an award of attorney's fees and costs.

22 7. That the claims against GSR are dismissed and judgment entered in favor of the
23 Defendant GSR and GSR is entitled to an award of costs pursuant to NRS 18.110.

24 8. GSR is also entitled to bring an appropriate motion for fees and costs pursuant to
25 an offer of judgment dated May 20, 2013 under NRCP 68 and NRS 17.115.

CONCLUSION

9. Judgment in favor of Defendant GSR against Plaintiff ATLANTIS.

DATED THIS 27 DAY OF SEPTEMBER 2013

Barck Flanagan
DISTRICT JUDGE

Submitted by:

/s/ H. Stan Johnson

H. Stan Johnson, Esq.
Nevada Bar No. 00265
Terry Kinnally, Esq.
Nevada Bar No. 06379
COHEN JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Attorneys for MEI-GSR HOLDINGS LLC

2547

ROBERT A. DOTSON, ESQ.

Nevada State Bar No. 5285

rdotson@laxalt-nomura.com

ANGELA M. BADER, ESQ.

Nevada State Bar No. 5574

abader@laxalt-nomura.com

LAXALT & NOMURA, LTD.

9600 Gateway Drive

Reno, Nevada 89521

Tel: (775) 322-1170

Fax: (775) 322-1865

Attorneys for Plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**IN AND FOR THE COUNTY OF WASHOE**GOLDEN ROAD MOTOR INN, INC., a Nevada
Corporation, d/b/a ATLANTIS CASINO
RESORT SPA

Case No.: CV12-01171

Dept No.: B7

Plaintiff,

vs.

SUMONA ISLAM, an individual; MEI-GSR
HOLDINGS LLC, a Nevada limited liability
company, d/b/a GRAND SIERRA RESORT;
ABC CORPORATIONS; XYZ
PARTNERSHIPS; AND JOHN DOES I through
X, inclusive.

Defendants.

NOTICE OF POSTING COST BOND

PLEASE TAKE NOTICE that on October 31, 2013 Plaintiff GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT SPA posted a bond in the amount of Five Hundred and 00/100 Dollars (\$500.00) as security for costs on appeal pursuant to N.R.A.P. 7. A copy of the receipt confirming the posting of this bond is attached hereto as Exhibit 1.

1. This bond is tendered on behalf of Plaintiff, Golden Road Motor Inn, Inc. d/b/a Atlantis Casino Resort Spa.

1 2. This bond is in the nature of a cash bond tendered as security for costs on appeal,
2 pursuant to N.R.A.P. 7.

3 3. The name and address of the Legal Owner of the check posted as a bond to whom
4 a refund (if applicable) shall be made is:

5 Laxalt & Nomura, Ltd.
6 9600 Gateway Drive
7 Reno, Nevada 89521

8 **Affirmation Pursuant to NRS 239B.030**

9 The undersigned does hereby affirm that the preceding document does not contain the
10 social security number of any person.

11 DATED this 1 day of November, 2013.

12 LAXALT & NOMURA, LTD.

13 

14 ROBERT A. DOTSON
15 Nevada State Bar No. 5285
16 ANGELA M. BADER
17 Nevada State Bar No. 5574
18 9600 Gateway Drive
19 Reno, Nevada 89521
20 (775) 322-1170
21 Attorneys for Plaintiff

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of LAXALT &
3 NOMURA, LTD., and that on this date, I caused to be served a true and correct copy of the
4 foregoing by:

- 5 ☒ (BY MAIL) on all parties in said action, by placing a true copy thereof enclosed
6 in a sealed envelope in a designated area for outgoing mail, addressed as set forth
7 below. At the Law Offices of Laxalt & Nomura, mail placed in that designated
8 area is given the correct amount of postage and is deposited that same date in the
9 ordinary course of business, in a United States mailbox in the City of Reno,
10 County of Washoe, Nevada.
- 11 ☒ By electronic service by filing the foregoing with the Clerk of Court using the E-
12 Flex system, which will electronically mail the filing to the following individuals.
- 13 ☐ (BY PERSONAL DELIVERY) by causing a true copy thereof to be hand
14 delivered this date to the address(es) at the address(es) set forth below, where
15 indicated.
- 16 ☐ (BY FACSIMILE) on the parties in said action by causing a true copy thereof to
17 be telecopied to the number indicated after the address(es) noted below.
- 18 ☐ Reno/Carson Messenger Service.
- 19 ☒ By email to the email addresses below.


20 addressed as follows:

21 Steven B. Cohen, Esq.
22 Stan Johnson, Esq.
23 Terry Kinnally, Esq.
24 Cohen-Johnson, LLC
25 255 E. Warm Springs Rd, Ste 100
26 Las Vegas, NV 89119

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, NV 89509
mwray@markwraylaw.com

scohen@cohenjohnson.com
sjohnson@cohenjohnson.com
tkinnally@cohenjohnson.com

27 DATED this 1 day of November, 2013.

28 
L. MORGAN BOGUMIL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Receipt	2

FILED

Electronically

11-01-2013:10:32:33 AM

Joey Orduna Hastings

Clerk of the Court

Transaction # 4108004

EXHIBIT 1

EXHIBIT 1

77

DUPLICATE

RECEIPT

Second Judicial District Court

Receipt Number: DCDC427563

Date: 31-OCT-2013

Cashier: TARRIOLA

Comment:

Payer: Robert A. Dotson, Esq.

Address: 50 W. Liberty Street, #700
Reno, NV 89501

Description	Amount
-------------	--------

Case: CV12-01171

GOLDEN ROAD MOTOR VS. SUMONA

ISLAM ETAL (87)

Party: SITE DEFINED TRUST DEPOSIT

Supreme Court App	-500.00
-------------------	---------

Total Fees:	0.00
-------------	------

Total Payment:	500.00
----------------	--------

CASE NO. CV12-01171 **GOLDEN ROAD MOTOR VS SUMONA ISLAM ET AL****DATE, JUDGE
OFFICERS OF
COURT PRESENT****APPEARANCES - HEARING****CONT'D TO**

5/7/2012

HONORABLE
BRENT ADAMS
DEPT. NO. 6
Y. GENTRY
(Clerk)
J. KERNAN
(Reporter)

APPLICATION FOR TRO

Attorney Robert Dotson, Esq. was present on behalf of plaintiff Golden Road Motor dba Atlantis Casino Resort. Plaintiff's in-house counsel, Debra Robinson, Esq. was present also. Attorneys Steven Cohen Esq. and Stanley Johnson, Esq. were present on behalf of defendant Nav-Reno dba Grand Sierra Resort via telephone. Defendant Sumona Islam was not present.

COURT advised that the Court is in receipt of all motions and memorandums and attachments.

Counsel Dotson addressed the Court and advised that an Amended Verified Complaint has been filed but does not know if defense counsel has received it.

Counsel Cohen advised that they had just received the Amended Verified Complaint.

Counsel Dotson further addressed the Court and advised that Ms. Islam was served with the original Complaint but not the Amended Complaint or the Temporary Restraining Order, but will be. Counsel further advised that the only difference in the Amended Complaint and the original Complaint is substituting Nav-Reno GS in for GSR Enterprises as a party. Counsel advised that he believes that Ms. Islam has been suspended with likely termination pending and her data and comp privileges have been revoked.

Counsel Dotson argued that Ms. Islam had corrupted the intellectual property of the Atlantis of at least 90 customers; that she changed addresses, email addresses and/or phone numbers to the Atlantis data; that customers were getting solicitation calls from GSR regarding offers of play; that this was in violation of Ms. Islam's contract; that she violated the non-compete clause.

Counsel Dotson presented argument to have a TRO implemented today; asking that GSR stop using information obtained from Ms. Islam and incurring damages.

COURT asked if the names of customers from Atlantis are available.

Discussion ensued regarding Ms. Islam unable to print out customer information but could modify information in the database.

DATE, JUDGE OFFICERS OF COURT PRESENT	APPEARANCES - HEARING	CONT'D TO
5/7/2012	<u>APPLICATION FOR TRO</u>	
HONORABLE BRENT ADAMS DEPT. NO. 6 Y. GENTRY (Clerk) J. KERNAN (Reporter)	<p>Counsel Dotson presented further argument regarding modified data by Ms. Islam; that customers weren't receiving play offers or incentives to play from Atlantis but from GSR; that some customers complained regarding confidential information taken from Atlantis.</p> <p>Discussion ensued regarding how the casinos can sort out what information of customers that were solicited.</p> <p>Counsel Johnson addressed the Court and advised that Ms. Islam has been suspended until further notice; that she has no access to any GSR computers and she is not allowed to contact any customers; that she has surrendered her cell phone also to GSR. Counsel Johnson further advised that the issue will be players in both databases that were already in the database before Ms. Islam was hired at GSR.</p> <p>Discussion ensued regarding casino host (ess) has a defined group of customers.</p> <p>Counsel Johnson further addressed the Court and advises that the casinos maintain a specific list of customers for each host (ess).</p> <p>Counsel Dotson addressed the Court and concurred; that host (ess) have specific list of their customers.</p> <p>Discussion ensued regard third party or Special Master look at customer lists of Atlantis and GSR and compare.</p> <p>Counsel Dotson requested that the Court ask GSR to collect customer information that has been entered into GSR's database by Ms. Islam that may have come from Atlantis.</p> <p>Further discussion ensued regarding data list; that parties don't want to let the other party know what they have. Court further advised that a third party could look at the list to see which customers were at Atlantis and them improperly given to GSR.</p>	

**DATE, JUDGE
OFFICERS OF
COURT PRESENT****APPEARANCES - HEARING****CONT'D TO**

5/7/2012

HONORABLE
BRENT ADAMS
DEPT. NO. 6
Y. GENTRY
(Clerk)
J. KERNAN
(Reporter)

APPLICATION FOR TRO

Counsel Dotson gave example of customer that was taken from Atlantis' book of list and solicited by Ms. Islam at GSR; that the customer was not one of Ms. Islam's but of another hostess (Moreno).

Further discussion ensued.

Counsel Cohen addressed the Court and advised that on a practical basis the issue of Ms. Islam is moot; that she has been suspended; that the issue of 'list of people' in the database is how far back in the database should the parties look. Counsel Cohen requested that the parties submit in camera list from parties to see which customers are on both lists.

Counsel Dotson further addressed the Court and advised that Ms. Islam stated to Atlantis that she was leaving town as her reason for leaving Atlantis; not going to work at GSR.

COURT advised that under the circumstances a TRO should be GRANTED as to Ms. Islam.

COURT suggested that under the circumstances some of the issues are moot because of the termination of Ms. Islam; that the Court is inclined to enter an order as to the corporations recommending any information inquired by Ms. Islam or any use of such information, or product of information that Ms. Islam brought to GSR, parties are prohibited from using; that the corporations work out the list of players that Ms. Islam had at Atlantis who have heard from GSR; that a third party or Special Master be selected so that Atlantis can submit to the third party a list and GSR can submit a list to compare contacts made by Ms. Islam while employed by GSR; that the Special Master is not employed by a competitor.

COURT advised that money damages may be hard to prove; that the corporation is working in tandem with Ms. Islam.

DATE, JUDGE OFFICERS OF COURT PRESENT	APPEARANCES - HEARING	CONT'D TO
5/7/2012 HONORABLE BRENT ADAMS DEPT. NO. 6 Y. GENTRY (Clerk) J. KERNAN (Reporter)	<u>APPLICATION FOR TRO</u> COURT ORDERED counsel Dotson to prepare and submit a Temporary Restraining Order against Ms. Islam; that counsel prepare order containing terms that the Court just suggested; that both parties will win with using a Special Master. Counsel Cohen further addressed the Court and advised that counsel will work in good faith regarding appointing Special Master and how to submit information/data from parties files. COURT GRANTED Plaintiff's Ex Parte Motion for Temporary Restraining Order against defendant Islam. 3:00 p.m. Court Adjourned.	

FILED

Electronically

05-10-2013:05:08:35 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 3719665

CASE NO. CV12-01171 GOLDEN ROAD MOTOR VS. SUMONA ISLAM, ET AL

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

4/29/13	<u>CONFERENCE CALL</u>
HONORABLE	Robert Dotson, Esq., counsel for Golden Road Motor, was present telephonically.
PATRICK	Stan Johnson, Esq., counsel for GSR enterprises, LLC. was present telephonically.
FLANAGAN	Mark Wray, Esq., counsel for Sumona Islam, was present telephonically.
DEPT. NO. B7	4:45 p.m. – Court convened with the Court and respective counsel.
J. Krush	The COURT advised counsel it has reviewed Atlantis' opposition filed on February 22,
(Clerk)	2013 and vacates its Order filed April 25, 2013 as improvidently granted.
S. Koetting	Counsel Wray addressed the Court and argued in support of Defendant Sumona Islam's
(Reporter)	Motion to Dissolve Preliminary Injunction filed February 7, 2013; specifically eliminating
	the Non-Compete restriction from the Preliminary Injunction entered on August 24, 2012.
	Counsel Dotson addressed the Court and argued that Atlantis is contractually entitled to
	the full benefit of its restrictive covenant, which is one (1) full year of the Defendant
	competing with the Atlantis. He further advised they are almost at the one (1) year
	mark. Lastly, he argued that confidentiality remain through the trial.
	COURT ORDERED: Sumona Islam's Motion to Dissolve Preliminary Injunction as it
	applies to her and the non-compete is GRANTED. All other provisions of the preliminary
	injunction order of August 24, 2012 remain in effect.
	Counsel Wray to prepare order.
	4:55 p.m. – Court stood in recess.

FILED

Electronically

05-22-2013:04:35:33 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 3743556

CASE NO. CV12-01171 GOLDEN ROAD MOTOR VS. SUMONA ISLAM, ET AL

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

4/23/13

STATUS CONFERENCE

HONORABLE

Robert Dotson, Esq. and Angela Bader, Esq. were present on behalf of Plaintiff Golden Road Motor, with no representative present.

PATRICK

Mark Wray, Esq. was present on behalf of Defendant Sumona Islam, who was not present.

FLANAGAN

DEPT. NO. B7

Stan Johnson, Esq. and Terry Kinnally, Esq. were present telephonically on behalf of Defendant GSR Enterprises, with no representative present.

J. Krush

(Clerk)

1:25 p.m. – Court convened with the Court and respective counsel present.

S. Koetting

(Reporter)

Counsel Dotson addressed and advised the Court if they get admissions to discovery the trial won't take a week; they are over their 40 admissions. He further stated there is a motion for partial summary judgment pending and there have been no settlement discussions.

Counsel Wray addressed and advised the Court that he doesn't believe discovery rulings will shorten the trial and also feels a 5-day trial is not enough time. Further, he stated Defendant Sumona Islam filed her Motion to Dissolve Preliminary Injunction on February 7, 2013. He further stated there are discovery issues and there have not been any settlement discussions.

Counsel Johnson addressed and advised the Court there was a complete merger between the 2 entities and they may stipulate to amend the caption. He further advised the trial will take longer than 5 days and feels that some of the discovery issues need to be dealt with by the Court or the Discovery Commissioner.

General discussions were had between the Court and respective counsel regarding trial dates, number of witnesses and pre-trial deadlines.

COURT ORDERED: Trial set for June 10, 2013 is hereby vacated and reset to July 1, 2013 at 9:30 a.m.

The Court further ordered that the Discovery Commissioner will address any discovery issues and that Mr. Johnson and Mr. Dotson will work out a stipulation regarding the merger.

1:59 p.m. – Court stood in recess.

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.
vs.
SUMONA ISLAM et al.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

6/10/13
HONORABLE
PATRICK
FLANAGAN
DEPT. NO. 7
M. Conway
(Clerk)
S. Koetting
(Reporter)

PRE-TRIAL CONFERENCE

Rob Dotson, Esq. was present in Court on behalf of Plaintiff, Golden Road Motor Inn, Inc. with Debbie Robinson Esq., General Counsel for Atlantis/Monarch Casino, acting as client representative.

Mark Wray, Esq. was present in Court on behalf of Defendant Sumona Islam, who was not present.

Stan Johnson, Esq. was present in Court on behalf of Defendant GSR Enterprises, LLC.

1:20 p.m. – Court convened.

Counsel Dotson addressed and advised the Court that the Plaintiff is ready to proceed to trial but there are a few housekeeping matters. Counsel Dotson advised the Court that Counsel Johnson has represented that the outstanding discovery was mailed and Counsel Dotson expects to receive it today. Counsel Dotson further advised that he has prepared a proposed stipulation and has disseminated it to counsel. Counsel Wray has signed the proposed stipulation on behalf of Ms. Islam. Counsel Johnson will need it reviewed by general counsel for MEI due to language included in the stipulation regarding GSR Holdings being fully responsible for any liability that the predecessor company would have been responsible for.

Counsel Johnson addressed the Court and responded, indicating that he does not anticipate a problem with the stipulation but does feel that it should be run past his general counsel.

Counsel Wray addressed the Court and indicated he is ready to proceed.

The Court presented a brief outline of the procedural history of the case, identified the outstanding Motions, and requested that Counsel Johnson begin with his Motion to Compel. Counsel Johnson presented argument regarding actual damages vs. theoretical damages, stating that Atlantis needs to show actual damages and the actual profit/loss of the 202 various parties that they have listed. Counsel further discussed the program used by IGT to calculate damages and argued that the Defendants have a right to see the numbers that their award damages are based on. Counsel Johnson further argued that the reporting of revenue is based on real numbers, not based on theoretical wins. Counsel further addressed the Harvard University study of the customer lifetime value calculation and presented further argument.

Counsel Wray addressed the Court, joined in Counsel Johnson's argument and advised that his client's Motion is slightly broader. Counsel Wray argued that if the Plaintiff wants an actual damages judgment, they need to produce the actual numbers.

Counsel Johnson argued in support of his Motion to Compel and is objecting to the admissibility of the theoretical damages number(s).

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

6/10/13
HONORABLE
PATRICK
FLANAGAN
DEPT. NO. 7
M. Conway
(Clerk)
S. Koetting
(Reporter)

PRE-TRIAL CONFERENCE

Counsel Dotson responded and argued it is the Plaintiff's burden to demonstrate their damages, and further argued that the Atlantis is attempting to prove its damages in three ways, 1- based on the variation in theoretical pay for a this group of players, 2- based upon the number of changed days and 3- the value of the intellectual property that was taken. Counsel Dotson presented argument in relationship to the theoretical vs. actual application to determine damages and argued that actual damages are an improper measure of damages. Counsel Dotson argued that by requesting this additional information the Defendants are mining the litigation for additional intellectual property.

Upon inquiry from the Court, Counsel Dotson stated that he does not think his clients are protected through the issuance of the Protective Order. Counsel further discussed the analysis used to evaluate the 202 players and argued there is no way to adequately protect this information. Counsel discussed whether Brandon McNeely should be allowed to offer percipient witness testimony.

Counsel Johnson responded, argued that the information/testimony that Brandon McNeely provides is really being provided by a third party software program and argued that it falls under hearsay. Counsel argued that Brandon McNeely has no first hand knowledge of the numbers and how they were calculated.

Counsel Wray replied, and argued that if Atlantis is making a damages claim, they need to give Defendants the information upon which they based their assertion. Counsel argued that the actual numbers are quite a bit different from the numbers they're putting up.

COURT ORDERED: Plaintiff's Motion to Preclude GSR's Non-Retained Experts from Offering any Expert Opinions: GRANTED.

COURT ORDERED: Defendant Islam's Motion to Preclude the Atlantis from Offering Theoretical Damages: DENIED.

COURT ORDERED: Defendant GSR's Motion to Compel: DENIED.

COURT ORDERED: Defendant GSR's Motion to Exclude Testimony of Brandon McNeely: DENIED.

COURT ORDERED: Defendant GSR's Motion for Partial Summary Judgment: UNDER ADVISEDMENT, pending further submissions.

COURT ORDERED: Counsel to submit FINDINGS OF FACT AND CONCLUSIONS OF LAW, no later than noon, Monday, June 24, 2013.

The Court addressed the trial schedule with counsel, indicating that Court will begin each day of trial at 9:00 a.m. In addition, the Court advised counsel that the parties should plan on getting all testimony in during the time period scheduled and if there is not enough time to hear argument, the Court can schedule additional time convenient to counsel. To the extent possible, the Court will hear closing arguments and make a ruling from the Bench.

2:20 p.m. – Court stood in recess.

CASE NO. CV12-01171 GOLDEN ROAD MOTOR VS. SUMONA ISLAM, ET AL

DATE, JUDGE
OFFICERS OF
COURT PRESENTAPPEARANCES-HEARING7/1/13
HONORABLE
PATRICK
FLANAGAN
DEPT. NO. 7
J. Krush
(Clerk)
S. Koetting
(Reporter)BENCH TRIAL - DAY 1

Robert Dotson, Esq. was present on behalf of Plaintiff, Golden Road Motor, Inn, Inc., with Debbie Robinson, Esq., General Counsel for Atlantis/Monarch Casino, acting as client representative. John Farahi, Chairman and CEO of Atlantis, was also present. Mark Wray, Esq. was present on behalf of Defendant, Sumona Islam, who was also present.

Stan Johnson, Esq. and Steve Cohen, Esq. were present on behalf of Defendant, GSR Enterprises, LLC, along with Steve Rosen, President of GSR.

Exhibits 1 – 81 were pre-marked on June 25, 2013 with the Clerk.

9:35 a.m. – Court convened with Court, counsel and respective parties present.

The COURT addressed Counsel and outlined the motion and objections pending before the Court.

Counsel Dotson addressed the Court and argued in support of Plaintiff's Motion to Strike the Motion for Partial Summary Judgment filed by GSR on June 3, 2013.

Counsel Johnson addressed the Court and argued in opposition.

COURT ORDERED: The Court finds that the filing is untimely pursuant to the pre-trial order; therefore, Plaintiff's Motion to Strike is GRANTED.

Counsel Dotson further advised the Court that he doesn't anticipate that Special Agent Sitts will testify during this trial.

COURT ORDERED: Defendant GSR's objection with respect to Special Agent Sitts is GRANTED and Defendant GSR's objection with respect to Brandon McNeely is DENIED.

COURT FURTHER ORDERED: Defendant GSR's objection(s) to the following exhibits are disposed as follows: Exhibit 53 is GRANTED; Exhibit 57 objection SUSTAINED; Exhibit 59 objection SUSTAINED; Exhibit 60 objection SUSTAINED; Exhibit 83 is DENIED and will be admissible; Exhibit 85 objection SUSTAINED; Exhibits 90, 91 and 92 objections SUSTAINED; Exhibits 7, 8 and 9 objections SUSTAINED; Exhibits 49, 50, 51, 52, and 53 objections SUSTAINED and Exhibits 67 and 68 objections SUSTAINED.

COURT FURTHER ORDERED: The Court withholds ruling on any of the deposition transcripts at this time. If the transcripts are used they will be admitted, and if not used they won't be admitted.

Counsel Wray addressed the Court and moved to invoke the Rule of Exclusion; no objection(s) stated; SO ORDERED.

Counsel Dotson presented opening statement.

Counsel Wray presented opening statement.

Counsel Johnson presented opening statement.

Counsel Dotson called Steven Ringkob. He was sworn and testified on direct examination.

11:07 a.m. – Court recessed for morning break.

11:29 a.m. – Court reconvened with Court, counsel and respective parties present.

Witness Ringkob resumed the stand, heretofore sworn, and continued on direct examination.

Exhibit 61 was offered and ADMITTED over objection.

12:00 p.m. – Court recessed for lunch.

1:31 p.m. – Court reconvened with Court, counsel and respective parties present.

Witness Ringkob resumed the stand, heretofore sworn, and continued on direct examination.

Exhibits 1 – 58; 62 – 73; 75 – 78; and 81 were ADMITTED by stipulation.

Counsel Wray conducted cross-examination.

Exhibit 82 was marked, offered and ADMITTED without objection.

3:15 p.m. – Court recessed for afternoon break.

3:37 p.m. – Court reconvened with Court, counsel and respective parties present.

Witness Ringkob resumed the stand, heretofore sworn, and continued on cross-examination by Counsel Wray. Further cross-examination conducted by Counsel Johnson and re-direct examined. Witness excused.

4:57 p.m. – Court stood in recess. Parties ordered to return tomorrow, July 2, 2013, at 9:00 a.m.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

7/2/13
HONORABLE
PATRICK
FLANAGAN
DEPT. NO. 7
J. Krush
(Clerk)
S. Koetting
(Reporter)

BENCH TRIAL - DAY 2

Robert Dotson, Esq. was present on behalf of Plaintiff, Golden Road Motor, Inn, Inc., with Debra Robinson, Esq., General Counsel for Atlantis/Monarch Casino, acting as client representative.

Mark Wray, Esq. was present on behalf of Defendant, Sumona Islam, who was also present.

Stan Johnson, Esq. and Steven Cohen, Esq. were present on behalf of Defendant, GSR Enterprises, LLC, along with Steve Rosen, President of GSR.

9:01 a.m. – Court convened with Court, counsel and respective parties present.

Counsel Dotson called Frank DeCarlo. He was sworn and testified on direct examination.

10:19 a.m. – Court recessed for morning break.

10:21 a.m. – Court reconvened with Court, counsel and respective parties present.

Witness DeCarlo resumed the stand, heretofore sworn, and continued on direct examination.

Exhibit 59 was offered and ADMITTED over objection.

11:51 a.m. – Court recessed for lunch.

1:32 p.m. – Court reconvened with Court, counsel and respective parties present.

Counsel Wray addressed the Court and moved for Court to recess at 4:40 p.m. tomorrow (July 3, 2013) as counsel from Las Vegas have a 6:00 p.m. flight; no objection(s) stated; SO ORDERED.

Witness DeCarlo resumed the stand, heretofore sworn, and cross-examination conducted by Counsel Wray.

Counsel Dotson addressed the Court and moved that the provisions in the previously entered Stipulated Protective Order be extended and applied in these proceedings.

COURT ORDERED: The Stipulated Protective Order filed on August 27, 2012 will be extended to these proceedings.

3:19 p.m. – Court recessed for afternoon break.

3:39 p.m. – Court reconvened with Court, counsel and respective parties present.

Witness DeCarlo resumed the stand, heretofore sworn, and cross-examination conducted by Counsel Johnson.

Exhibit 59a was marked, offered and ADMITTED without objection.

Witness DeCarlo further testified on re-direct examination and re-cross examination conducted by Counsel Wray. Witness excused.

5:50 p.m. – Court stood in recess. Parties ordered to return tomorrow, July 3, 2013, at 1:30 p.m.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

7/3/13
HONORABLE
PATRICK
FLANAGAN
DEPT. NO. 7
J. Krush
(Clerk)
S. Koetting
(Reporter)

BENCH TRIAL - DAY 3

Robert Dotson, Esq. was present on behalf of Plaintiff, Golden Road Motor, Inn, Inc., with Debra Robinson, Esq., General Counsel for Atlantis/Monarch Casino, acting as client representative. John Farahi, Chairman and CEO of Atlantis, was also present. Mark Wray, Esq. was present on behalf of Defendant, Sumona Islam, who was also present.

Stan Johnson, Esq. and Steven Cohen, Esq. were present on behalf of Defendant, GSR Enterprises, LLC, along with Steve Rosen, President of GSR.

1:35 p.m. – Court convened with Court, counsel and respective parties present.
Counsel Dotson called Sumona Islam. She was sworn and testified on direct examination.

3:14 p.m. – Court recessed for afternoon break.

3:31 p.m. – Court reconvened with Court, counsel and respective parties present. Witness Islam resumed the stand, heretofore sworn, and continued on direct examination.

Deposition of Sumona Islam, dated July 23, 2012, was opened and published. General discussions were had with Court and counsel regarding the remaining trial schedule. Counsel Dotson advised the Court he anticipates that Witness Sumona Islam will be finished on Monday, July 8th, and he has 3 witnesses scheduled for Tuesday, July 9th. Counsel Wray advised he has 2 witnesses, which may take 20 minutes each. Counsel Johnson advised that his expert witness is not available until Friday, July 12th, and he doesn't anticipate re-calling any of the prior witnesses.

The COURT advised the parties that he will do whatever he can to accommodate the trial schedule.

Counsel Dotson addressed the Court and requested that Ms. Islam bring a list of the "players" from January 2012 at GSR that she added to the 5 spiral notebooks. Counsel Wray addressed and advised the Court that he will provide Mr. Dotson with whatever information he wants on Friday, July 5, 2013.

4:33 p.m. – Court stood in recess. Parties ordered to return Monday, July 8, 2013, at 9:30 a.m.

CASE NO. CV12-01171

GOLDEN ROAD MOTOR vs. SUMONA ISLAM et al.

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

09/24/13

HONORABLE

PATRICK

FLANAGAN

DEPT. NO. 7

K. Oates

(Clerk)

S. Koetting

(Reporter)

STATUS HEARING

Rob Dotson, Esq., was present in Court on behalf of the Plaintiff, with in-house counsel Debra Robinson, Esq., being present.

Mark Wray, Esq., was present in Court on behalf of Defendant Sumona Islam, who was not present.

Stan Johnson, Esq., and Steve Cohen, Esq., were present via Court Call on behalf of Defendant GSR Enterprises, LLC, who was not present.

1:27 p.m. – Court convened with Court and counsel present.

Counsel for the Plaintiff addressed the Court and argued that he has submitted Plaintiff's Findings of Fact and Conclusions of Law which were signed and filed by the Court, but the Notice has not yet been filed by counsel. Further, counsel advised that Defendant GSR Enterprises, LLC filed their Findings of Fact and Conclusions of Law yesterday, to which Plaintiff's counsel filed their opposition. Further, counsel advised that no Memorandum of Costs or Motion for Attorney's fees has been filed by Defendant GSR Enterprises, LLC.

Further, counsel expressed his concern as to the timing of the appeal, wanting one final judgment only entered, thereby allowing all potential appeals to run from the same date. Further, counsel discussed the serious nature and potential ramifications of the Court's decision, and argued in support of moving this case forward. Counsel Johnson addressed and acknowledged to the Court that he was remiss in submitting their Findings, and further advised that he submitted them last week to Plaintiff's counsel for his review.

Further, counsel advised that he and Plaintiff's counsel cannot agree on any modifications and the Findings have been submitted to the Court for review and written decision.

Counsel Wray addressed the Court and advised that he has spoken to counsel Dotson and responded to and briefed anything relevant to Ms. Islam.

COURT ORDERED: The Court orders counsel Johnson, on behalf of Defendant GSR Enterprises, LLC, to e-mail his proposed Findings to Department Seven. Further, the Court will issue a written decision no later than Friday, October 4, 2013.

1:35 p.m. – Court stood in recess.

FILED

Electronically

11-05-2013:10:14:15 AM

Joey Orduna Hastings

Clerk of the Court

Transaction # 4114508

1 **Code 1350**

2
3
4
5
6 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

7 **IN AND FOR THE COUNTY OF WASHOE**

8 **GOLDEN ROAD MOTOR INN, INC., a Nevada**

9 **Corporation, dba ATLANTIS CASINO RESORT SPA,**

10 **Case No. CV12-01171**

11 **Plaintiff,**

Dept. No. B7

12 **vs.**

13 **SUMONA ISLAM, in individual; MEI-GST HOLDINGS**

14 **LLC dba GRAND SIERRA RESORT; et al.,**

15 **Defendant.**

16 _____ /
17 **CERTIFICATE OF CLERK AND TRANSMITTAL – NOTICE OF APPEAL**

18 I certify that I am an employee of the Second Judicial District Court of the State of
19 Nevada, County of Washoe; that on the 5th day of November, 2013, I electronically filed
20 the Notice of Appeal in the above entitled matter to the Nevada Supreme Court.
21

22 I further certify that the transmitted record is a true and correct copy of the original
23 pleadings on file with the Second Judicial District Court.

24 Dated this 5th day of November, 2013.

25
26 **JOEY ORDUNA HASTINGS**
CLERK OF THE COURT

27 By /s/ Annie Smith
28 Annie Smith
Deputy Clerk