

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 3 day of October, 2013.

28 
L. MORGAN BOGUMIL

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

FILED

Electronically
10-09-2013:04:15:24 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4056466

1 **COHEN-JOHNSON, LLC**
2 H. STAN JOHNSON
3 Nevada Bar No. 00265
4 sjohnson@cohenjohnson.com
5 STEVEN B. COHEN, ESQ.
6 Nevada Bar No. 2327
7 255 E. Warm Springs Road
Suite100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

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
RESORT SPA,

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

12 Plaintiff,

13 vs.

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

16 Defendants.

17 **REPLY TO PLAINTIFF'S OBJECTION TO DEFENDANT**

18 **GSR'S MEMMORANDUM OF COSTS**

19 Now comes Defendant GSR by and through its attorneys of record H. Stan Johnson, Esq.
20 and Steven B. Cohen, Esq of the law firm of Cohen Johnson LLC and in reply to Plaintiff's
21 Motion to Retax Costs states as follows:

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 This reply is based on the documents and pleadings already filed, the Points and
2 Authorities attached hereto and any argument which the Court may allow at a hearing of this
3 matter.

4 .Dated This 9th day of October, 2013

5 COHEN-JOHNSON, LLC

6
7 /s/ H. Stan Johnson
8 H. STAN JOHNSON
9 Nevada Bar No. 00265
10 STEVEN B. COHEN, ESQ.
11 Nevada Bar No. 2327
12 255 E. Warm Springs Road, Suite 100
13 Las Vegas, Nevada 89119
14 Telephone: (702) 823-3500
15 Facsimile: (702) 823-3400
16 Attorneys for Grand Sierra Resort

17 POINTS AND AUTHORITIES

18 I LAW AND ARGUEMENT

19 Plaintiff seeks to retax the costs sought by GSR for this litigation. It should first be noted
20 that Plaintiff itself sought costs against Sumona Islam in the amount of \$17,130.61 for the causes
21 of action upon which it prevailed. It should be noted that the Plaintiff did not prevail on all
22 causes of action against Sumona and therefore was entitled only to the costs associated with
23 those causes of action upon which it prevailed. GSR on the other hand prevailed upon all the
24 causes of action against it and therefore should be entitled to all costs incurred in the litigation.

25 GSR has produced all the invoices demonstrating the costs incurred which are
26 recoverable under NRS 18.110 as defined by NRS 18.005. Since many of these and similar costs
27 were claimed by Atlantis against Sumona, the claims that these costs were not incurred in the
28 course of the litigation is specious at best.

A. *Jeremy Aguerro's fees are not excessive and were incurred in the course of
litigation.*

Mr. Aguerro's fees are set forth in his invoices for his work on this matter and are
supported as to content and justified by the 36 page report he prepared, and both his deposition

1 and trial testimony. All of which have been placed before this Court. Plaintiff implies that Mr.
2 Aguero's fees are illegitimate and do not reflect work on this case. This is insulting to Mr.
3 Aguero whose professional reputation is unblemished and his qualifications impressive. What
4 Mr. Aguero did to earn his expert fees are abundantly supported by his report, and testimony.
5 The fact is that Mr. Aguero had to prepare complicated reports which required him to analyze all
6 three methodologies set forth by the Plaintiff as a basis for damages and not only refute each of
7 these methodologies, but set forth the explanation as to why damages based on "theoretical
8 losses" were invalid, as well as set forth calculations as to what would constitute a proper
9 damages calculation. That his opinions were adopted by the Court is reflected in the damages
10 awarded against Ms. Islam, in view of the fact that Plaintiff was seeking damages in excess of \$4
11 Million dollars. Mr. Aguero was a rebuttal expert, and therefore the scope of his testimony as
12 well as the amount of time involved is directly correlated to the Plaintiff's claims, and Plaintiff's
13 challenge to the "necessity" of his testimony should be disregarded.

14 **B. Official Transcripts during Trial are a Legitimate expense.**

15 Plaintiff takes the unique position that transcripts of proceedings during trial are not a
16 legitimate litigation expense but a "litigation choice". Defendant neither ordered or obtained a
17 full trial transcript, but only the testimony of certain Plaintiff's witnesses, whose testimony was
18 critical to the Plaintiff's case against GSR. This testimony not only disputed Plaintiff's own
19 theory of the case, but provided the evidence upon which the Court's subsequent findings were
20 based. It was the testimony of these witnesses which established the definition of a "book of
21 trade" and the portability of a host's "book of trade" this testimony went to the very heart of the
22 claims before the Court. The testimony of Mr. Ringkob, Mr. DeCarlo and others was a
23 reasonable expense incurred during the course of the trial to allow defense counsel to refine
24 GSR's defense in view of the startling nature of this testimony. Defendant's counsel did not
25 merely "choose" to review this testimony but had a duty to do so, since the testimony became a
26 critical lynchpin of the Defense. It was the Plaintiff's conduct which created the necessity for
27 the Defendant to review and examine this testimony, and therefore appropriate that the Plaintiff
28 bear the costs.

C. Travel and Lodging are appropriate costs.

While Plaintiff gives lip service to the fundamental right of a litigant to obtain Counsel of its choice, it then seeks to limit that choice to attorneys within a specific geographic area. The fact that Defendant chose out of town attorneys does not relieve the Plaintiff from having to pay the costs incurred under NRS 10.05. Moreover, it should be noted that on May 20, 2013, GSR sent an offer of judgment, a copy of which is attached hereto as exhibit 9 which Plaintiff rejected. As the verdict in the case, coupled with the Court's findings of bad faith demonstrates, any liability for the costs of travel during the litigation must be borne by the Plaintiff. After all, had Plaintiff either voluntarily dismissed its claims against GSR when it knew or should have known that such claims were without substance, or even accepted the Offer of Judgment when it was made, none of these costs would have been incurred and the issue would be moot. Plaintiff made the "litigation choice" to proceed to trial, and must accept the consequences of that choice.

Plaintiff also claims that GSR's decision to have two attorneys at trial was not necessary, since Plaintiff only had one attorney. This is not quite accurate. While Plaintiff only had one outside Counsel present at trial, it also had its in-house Counsel present throughout the trial at the Counsel table. It would be naïve to suppose that Ms. Robinson provided no input, advice, observations or assistance to Mr. Dotson over the course of the trial. Plaintiff's opinion that a second chair is an unnecessary expense in a case where the Plaintiff is seeking damages in excess of \$4Million dollars, and a permanent injunction is just that, merely the opinion of the non-prevailing party in an attempt to minimize an award of costs.

Plaintiff's attempt to denigrate Mr. Cohen's participation is as foolish as it is ineffective. While it is true that Mr. Cohen did not take the depositions, his intensive involvement in the case is well documented by the Plaintiff. Plaintiff made much of Mr. Cohen's advice to GSR that the non-competition agreement was overbroad and ineffective, which not only proved to be correct but formed the gravamen of GSR's defense to the claims and was acknowledged by the Court as the proper interpretation of the contract. Plaintiff also made it a matter of record that it was Mr.

1 Cohen, who consulted and verified that Ms. Islam claimed that all of the names provided to GSR
2 were from her personal "book of trade".

3 **D. GSR's Costs Are Reasonable, Verified, Itemized And Were Incurred In This**
4 **Matter.**

5 GSR has provided the invoices underlying its memorandum of costs, along with the
6 statement of Mr. Johnson that the costs are accurate and were incurred in the course of the
7 litigation. This leaves the propriety of the costs to be awarded to the Court's discretion.
8 Plaintiff's reliance on *Schwartz v. Estate of Greenspun* 110 Nev. 1042, 881 P. 2d 638 (1994) is
9 misplaced. In *Schwartz* the court noted that the non-prevailing party not only failed to request
10 an itemization of questioned costs but failed to present supporting evidence to the Supreme Court
11 in support of its position. Similarly Plaintiff's Motion to Retax Costs, does not request the
12 Court order GSR provide a more detailed itemization of costs, but asks that the Court find that
13 the invoices provided by GSR are insufficient and cannot provide a basis for a reasonable award
14 of costs. Plaintiff here has failed to meet its burden, just as the Plaintiff did in *Schwartz*. It
15 should also be noted that Plaintiff also seems to have redefined NRS 18.110 as requiring proof
16 that the costs have already been paid. No such provision exists within the clear language of the
17 statute which only requires the prevailing party provide a verification under oath, "...stating that
18 to the best of his knowledge and belief that items are correct, and that the costs have been
19 necessarily incurred in the action or proceeding."

20 **II CONCLUSION**

21 GSR's entitlement to costs is based on the fact that GSR was the prevailing party at trial
22 on all of the claims against it. GSR's Memorandum of costs sets forth the costs sought, the
23 supporting documentation, as well as the verification of the Memorandum under oath by
24 Counsel. The fact that the Plaintiff must as a result of its own conduct reimburse GSR for the
25 costs incurred does not make Plaintiff the arbiter of the reasonableness and necessity of those
26 costs. This is left to the sound discretion of the Court.

27 In order to justify its position apparently seeks to show that in order to prevail at trial, it
28 was unnecessary for GSR to have engaged Mr. Agüero, obtained the transcripts of Mr. Ringkob,

1 etc., have a second counsel at trial, or to have retained Cohen Johnson instead of a local firm .
2 Instead, Plaintiff argues that GSR should have defended the case under the same self-imposed
3 restraints that the Plaintiff voluntarily adopted. The fact that GSR's litigation and trial
4 strategies were successful should itself be sufficient rebuttal to the Plaintiff's claims.

5 It has long been understood, that generally the Plaintiff is the Master of the Complaint, in
6 that he chooses the claims to be sued upon, the initial venue and the date of filing, however this
7 does not mean that an unsuccessful Plaintiff can avoid reimbursing the prevailing defendant for
8 costs based on Plaintiff's determination that the Defendant's litigation strategy should have been
9 different. In its motion to retax costs, the Plaintiff seeks to have this Court rule that:

10 1. The Defendant was not entitled to obtain Counsel from outside the geographic
11 parameters of Washoe County;

12 2. That the testimony of Mr. Aguiro, upon whom, GSR, Plaintiff, and the Court
13 relied, was too expensive and unnecessary.;

14 3. That GSR was limited to a single attorney at trial;

15 4. That GSR is not entitled to costs unless it proves to Plaintiff's satisfaction; the
16 costs were reasonably incurred;

17 5. That the affirmation under oath required under the NRS 18.110 is insufficient as a
18 matter of law to satisfy the statute;

19 The basis for this award of costs is not the fact that the Plaintiff rejected GSR's Offer of
20 Judgment but because this Court found that the GSR is the prevailing party as to all causes
21 brought against it by Plaintiff. In view of this finding the Plaintiff is hardly in the position to
22 claim that it is unfair for it to be held liable for all the costs resulting from its own conduct in
23 bringing and maintaining this litigation in bad faith.

24 Therefore GSR requests this Honorable Court to enter an order awarding GSR:

25 1. its costs in the full amount of \$37,009.74;

26 2. statutory interest until Plaintiff has paid said costs in full;

27 ///

28 ///

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

1 3. such other and further relief as this court deems equitable and just

2 .Dated this 9th day of October 2013

3 COHEN-JOHNSON, LLC

4
5 /s/ H. Stan Johnson

6 H. STAN JOHNSON

7 Nevada Bar No. 00265

8 TERRY KINNALLY, ESQ.

9 Nevada Bar No. 06379

10 255 E. Warm Springs Road, Suite 100

11 Las Vegas, Nevada 89119

12 Telephone: (702) 823-3500

13 Facsimile: (702) 823-3400

14 Attorneys for Grand Sierra Resort

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

Affirmation Pursuant to NRSB.030

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

Dated this 9th day of October, 2013

COHEN-JOHNSON, LLC

/s/ H. Stan Johnson

H. STAN JOHNSON
Nevada Bar No. 00265
TERRY KINNALLY, ESQ.
Nevada Bar No. 06379
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION OF DOCUMENTS PROVIDED IN SUPPORT OF COSTS:	PAGES
9	Offer of Judgment	4

CERTIFICATE OF MAILING

I hereby certify that on the 9th day of October, 2013, I served a copy of the foregoing
MEMORANDUM OF COSTS WITH SUPPORTING DOCUMENTATION upon each of
the parties via email and by depositing a copy of the same in a sealed envelope in the United
States Mail, Las Vegas, Nevada, First-Class Postage fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
Facsimile (775) 348-8351
Attorney for Sumona Islam

and that there is a regular communication by mail between the place of mailing and the places so
addressed.

/s/ Nelson Achaval
An employee of Cohen-Johnson, LLC

FILED
Electronically
10-09-2013:04:15:24 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4056466

Exhibit “9”

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

7
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
Corporation, d/b/a ATLANTIS CASINO
11 RESORT SPA,

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

12 Plaintiff,

13 vs.

14 SUMONA ISLAM, an individual; NAV-RENO
GS, LLC a Nevada limited liability Company
d/b/a GRAND SIERRA RESORT; ABC
15 CORPORATIONS; XYZ PARTNERSHIPS; and
JOHN DOES I through X, inclusive,

16 **AMENDED OFFER OF JUDGMENT**

17 Defendants.

18 Defendant NAV-RENO GS, LLC a Nevada Limited Liability Company, d/b/a GRAND
19 SIERRA RESORT by and through its counsel of H. Stan Johnson, Esq of the law firm of Cohen
20 Johnson LLC; pursuant to the provisions set forth in N.R.C.P. 68 and N.R.S. 17.115, hereby
21 offers to allow judgment to be entered in favor of Plaintiff Golden Road Motor Inn Inc, a Nevada
22 Corporation, d/b/a/ Atlantis Casino Resort Spa and against Defendant Grand Sierra Resort in this
23 action in the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00). This sum shall be
24 the total amount Defendant shall be obligated to pay on account of any liability herein, including
25 costs and attorney's fees otherwise recoverable in this action.
26

27 This Offer of Judgment is made in good faith and solely for the purposes specified in
28

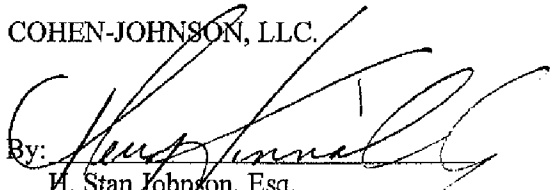
COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

1 Rule 68 of the Nevada Rules of Civil Procedure and NRS 17.115, and is not to be construed as
2 an admission of any kind. This offer is inclusive of all claims asserted by Plaintiff against
3 Defendant arising out of and/or relating to the subject matter of this action, including damages,
4 penalties, interest, attorneys' fees, costs and any and all related expenses.

5
6 If this offer is not accepted in writing within ten (10) days after it is served, it shall be
7 deemed withdrawn.

8 Dated this 20 day of May, 2013.

9 COHEN-JOHNSON, LLC.

10
11 By: 

12 H. Stan Johnson, Esq.
13 Nevada Bar No. 00265
14 Terry Kinnally, Esq..
15 Nevada Bar No. 06379
16 Brian A. Morris, Esq.
17 Nevada Bar No. 11217
18 255 E. Warm Springs Road, Suite 100
19 Las Vegas, Nevada 89119
20 Attorneys for Grand Sierra Resorts
21
22
23
24
25
26
27
28

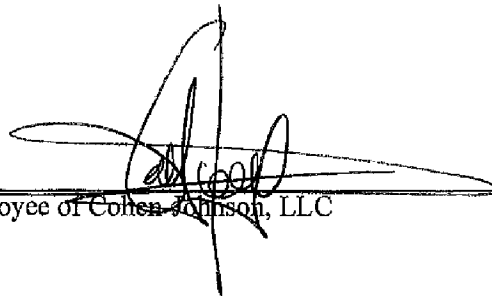
COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

CERTIFICATE OF MAILING

I hereby certify that on the 20th day of May, 2013, I served a copy of the foregoing
AMENDED OFFER OF JUDGMENT upon each of the parties via email and by depositing a
copy of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class
Postage fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

and that there is a regular communication by mail between the place of mailing and the places so
addressed.



An employee of Cohen-Johnson, LLC

3785

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

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
12 Nevada Corporation, d/b/a ATLANTIS
13 CASINO 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
21 through X, inclusive.

22 Defendants.

23 **REPLY IN SUPPORT OF**
24 **PLAINTIFF'S MOTION TO RETAX**
25 **COSTS OF DEFENDANT GRAND SIERRA RESORT**

26 Plaintiff Golden Road Motor Inn, Inc. dba Atlantis Casino Resort Spa ("Plaintiff" or
27 "ATLANTIS"), by and through undersigned counsel, Laxalt & Nomura, hereby files this Reply
28 to the "Reply (sic) to Plaintiff's Objection (sic) to Defendant GSR's Memmorandum (sic) of
Costs" in support of its Motion to Retax Costs of Defendant Grand Sierra Resort. This Reply is
made and based on the papers and pleadings on file herein and the attached Memorandum of
Points and Authorities.

1 DATED this 17th day of October, 2013.

2 LAXALT & NOMURA, LTD.

3 

4 ROBERT A. DOTSON

5 Nevada State Bar No. 5285

6 ANGELA M. BADER

7 Nevada State Bar No. 5574

8 9600 Gateway Drive

9 Reno, Nevada 89521

10 (775) 322-1170

11 Attorneys for Plaintiff

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 **I.**

14 **INTRODUCTION**

15 Grand Sierra Resort ("GSR") attaches an Amended Offer of Judgment to Plaintiff in
16 support of its requested costs. This Offer of Judgment is simply not relevant or germane to the
17 present issues before the Court --whether the costs sought by GSR in its Memorandum of Costs
18 were reasonably and necessarily incurred in the litigation. The legal standards as to whether
19 such costs are recoverable are set forth in NRS 18.110 and NRS 18.005 and the interpretive case
20 law, not NRCF 68 or NRS 17.115.¹ Moreover, there are many issues for determination if and
21 when this Amended Offer of Judgment is properly before the Court including whether it is a
22 valid offer of judgment, whether it was reasonable in amount and whether it was reasonably
23 rejected. Those issues, nor the Amended Offer of Judgment, are properly before the Court at this
24 time and the Court should therefore disregard it in this Motion to Retax costs.

25 ///

26 ///

27

28 ¹ Between ATLANTIS and GSR, it is clear that GSR is a prevailing party and is statutorily entitled to its taxable costs.

II.

ARGUMENT

A. GSR's Expert Witness Costs Of \$18,026.15 Are Unreasonable In Amount, Exceed The Statutory Limit Of \$1,500, Are Not Itemized And Do Not Meet The Burden Required To Exceed The Statutory Limit.

The amount requested for GSR's expert witness costs is a sum in excess of all statutory costs sought by ATLANTIS. As set forth in the Motion, this expense is simply unreasonable in amount under the currently applicable Nevada law and standards. The requested cost exceeds the statutory limit, is not itemized and does not meet the burden of showing that the circumstances surrounding Mr. Aguero's testimony necessarily required a fee larger than \$1,500. As such, this claimed cost should be limited to \$1,500.

B. Certain Of The Official Reporter Costs Claimed By GSR Are Unreasonable.

Trial transcripts are not official reporter costs and are not a reasonable and necessary cost of litigation. As evidenced by GSR's Reply (sic)², GSR admits that the claimed costs for trial transcripts were not necessary but were a preferred litigation strategy. NRS 18.110 and NRS 18.005 require that a cost be both reasonable *and* necessary. Furthermore, GSR argues that since its litigation and trial strategy were successful, it should be sufficient rebuttal to Plaintiff's claims. In other words, if you win, all costs are reasonable. That cannot be the standard. If it was, there would be no reason to examine reasonableness; rather it would simply be a question of who won or lost. That is not the standard under the American system.

C. GSR's Claimed Travel And Lodging Expenses Incurred For Taking Depositions, Conducting Discovery And Trial Are Unnecessary, Unreasonable, Not Itemized And Have Not Been Shown To Have Been Paid.

Although reasonable costs for travel and lodging incurred in taking depositions and conducting discovery are allowed pursuant to NRS 18.005(15), this is for out-of-venue

² GSR's pleading is actually an Opposition.

1 depositions and discovery. Certainly the Rule does not contemplate all travel by an out-of-venue
2 attorney to conduct depositions and discovery in the jurisdiction where the case is venued.
3 Otherwise, the exception would swallow the Rule and what would be a litigation choice or
4 strategy of a party to incur certain costs for certain benefits, would become an imposable burden
5 to the opposing party. Such is neither reasonable nor is necessary nor contemplated by the
6 Rules.

7
8 GSR also cites that ATLANTIS actually had two counsel present since its client
9 representative, Debra Robinson, also happened to be an attorney. The fact is that ATLANTIS'
10 client representative, Debra Robinson, is also its general counsel. However, ATLANTIS did not
11 seek the attorney fees or travel expenses of its general counsel in attending the trial. *See*
12 Plaintiff's Motion For Costs And Attorney's Fees. That would not be reasonable or necessary
13 because she was acting as a client representative. Moreover, it is equally true that GSR had its
14 own client representative at trial making the costs for two out-of-town attorneys both
15 unreasonable and unnecessary.

16 Finally, GSR has not provided the Court with evidence that the charges shown on Mr.
17 Johnson's credit card bill, which are allegedly related to this litigation, have actually been paid.
18 This is consistent with the requirement that costs be actually and necessarily incurred in the
19 action or proceeding. ATLANTIS has complied with this requirement and expects no less of
20 GSR. It is simply unknown to ATLANTIS and to the Court whether any of these alleged related
21 charges have been disputed, credited, or paid.

22 III.

23 CONCLUSION

24 ATLANTIS objects to only those costs of GSR that GSR has not shown were reasonably
25 and necessarily incurred and paid in this matter. ATLANTIS has complied with this requirement
26 and submits that GSR should not be so cavalier when it comes to proof necessary to justify such
27

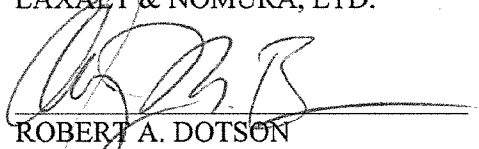
1 exceedingly high costs. Based on the foregoing, ATLANTIS respectfully requests that the Court
2 retax the costs requested by GSR consistent with this motion.

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

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

6 DATED this 17th day of October, 2013.

7 LAXALT & NOMURA, LTD.

8 
9 ROBERT A. DOTSON
10 Nevada State Bar No. 5285
11 ANGELA M. BADER
12 Nevada State Bar No. 5574
13 9600 Gateway Drive
14 Reno, Nevada 89521
15 (775) 322-1170
16 Attorneys for Plaintiff
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

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

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

addressed as follows:

Steven B. Cohen, Esq.
Stan Johnson, Esq.
Terry Kinnally, Esq.
Cohen-Johnson, LLC
255 E. Warm Springs Rd, Ste 100
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

DATED this 17 day of October, 2013.


L. MORGAN BOGUMIL

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

FILED
Electronically
10-19-2013:03:49:55 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4078172

1 **COHEN-JOHNSON, LLC**
2 **H. STAN JOHNSON, ESQ.**
3 Nevada Bar No. 00265
4 sjohnson@cohenjohnson.com
5 **TERRY KINNALLY, ESQ.**
6 Nevada Bar No. 6379
7 tkinnally@cohenjohnson.com
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
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,

Plaintiff,

vs.

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

Defendants.

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

16 **MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS TO DEFENDANT**
17 **GSR PURSUANT TO NRS 600A.060, NRCP 68 AND NRS 17.115**
18

19 COMES NOW Defendant GRAND SIERRA RESORT (GSR) by and through their
20 counsel of record, H. Stan Johnson, Esq., of the law firm of Cohen Johnson LLC, and files this
21 Motion for Attorney's Fees pursuant to NRS 600A.060, NRCP 68 and NRS 17.115 and in
22 support of this motion state as follows:

23 ///

24 ///

25 ///

26 ///

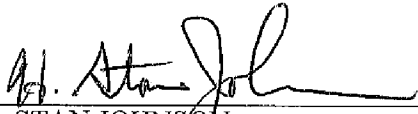
27 ///

28 ///

This motion is based upon the Points and Authorities set forth below, Defendants Affidavit of Attorney's Fees, the attached exhibits as well as all other pleadings and papers on file herein any argument of counsel which may be permitted at a hearing on the matter.

Dated this 18th day of October, 2013.

COHEN-JOHNSON, LLC


H. STAN JOHNSON
Nevada Bar No. 00265
TERRY KINNALLY, ESQ.
Nevada Bar No. 06379
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

POINTS AND AUTHORITIES

I. FACTS

Plaintiff brought suit against the Defendant alleging various causes of action based on the hiring of Sumona Islam by the Grand Sierra Resort. Most significantly for Tortious Interference with an employment contract, Tortious Interference with a Prospective Economic Advantage, and Violation of the Nevada Trade Secret Act. On May 20, 2013 the GSR served Plaintiff with an Offer of Judgment in the amount of \$75,000.00 which was rejected (Exhibit 1). The matter proceeded to a bench trial before the Honorable Patrick Flanagan and a judgment was entered in favor of Grand Sierra Resort as to all claims. Further pursuant to NRS 600A.060 the Court awarded GSR its attorney's fees and costs.

II. LAW AND ARGUMENT

A. GSR IS ENTITLED TO ITS FEES UNDER NEVADA LAW.

Defendant have a three-fold claim for damages in this matter under NRS 600A.060, NRCP 68, and NRS § 17.115, each of which provides a basis for an award of attorney's fees.

Defendant is entitled to fees under NRS 600A.060, which provides:

If:

1. A claim of misappropriation is made in bad faith;
2. A motion to terminate an injunction is made or resisted in bad faith; or
3. Willful and malicious misappropriation exists, the court may award reasonable attorney's fees to the prevailing party.

The court found:

That the failure of Atlantis to produce any credible evidence at trial that GSR misappropriated trade secrets belonging to Atlantis constitutes bad faith that is shown by the Plaintiff's knowledge of certain facts as set forth in the findings of facts above; the decision to move forward against GSR and the extent of the litigation against GSR despite a lack of direct evidence against GSR. This is a sufficient basis for an award of attorney fees pursuant to NRS 600A.060. Defendants are not required to prove a negative and under the objective specious standard a lack of evidence in the records of misappropriation; in addition to the actions as set forth above is enough to show that the claim of misappropriation was made in bad faith. (*Sasco v. Rosendin Electric Inc.* 143 Cal. Rptr.3d 828, 207 Cal. App. 4th 837 (CA 2012) and entitles GSR to Attorney's fees and costs in this matter.

(Findings of Fact and Conclusions of Law and Judgment, paragraph 5 page 6 attached hereto as Exhibit 2)

Defendant is also entitled to attorney fees based on the Plaintiff's rejection of the Defendant's offer of judgment under NRCP 68 and NRS §17.155

N.R.S. §17.115 provides in pertinent part:

...3. If the offer of judgment is not accepted pursuant to subsection 2 within 10 days after the date of service, the offer shall be deemed rejected by the party to whom it was made and withdrawn by the party who made it. The rejection of an offer does not preclude any party from making another offer pursuant to this section. Evidence of a rejected offer is not admissible in any proceeding other than a proceeding to determine costs and fees.

4. Except as otherwise provided in this section, if a party who rejects an offer of judgment fails to obtain a more favorable judgment, the court:

(a) May not award to the party any costs or attorney's fees;

(b) May not award to the party any interest on the judgment for the period from the date of service of the offer to the date of entry of the judgment;

(c) Shall order the party to pay the taxable costs incurred by the party who made the offer; and

(d) May order the party to pay to the party who made the offer any or all of the following:

1 *(1) A reasonable sum to cover any costs incurred by the party who made the*
2 *offer for each expert witness whose services were reasonably necessary to*
3 *prepare for and conduct the trial of the case.*

4 (2) Any applicable interest on the judgment for the period from the date of service
5 of the offer to the date of entry of the judgment.

6 *(3) Reasonable attorney's fees incurred by the party who made the offer for the*
7 *period from the date of service of the offer to the date of entry of the*
8 *judgment... (emphasis added)*

9 The Offer was also served pursuant to NRCP 68 which provides:

10 **...(f) Penalties for Rejection of Offer.** If the offeree rejects an offer and fails to
11 obtain a more favorable judgment,

12 (1) *the offeree cannot recover any costs or attorney's fees and shall not*
13 *recover interest for the period after the service of the offer and before the*
14 *judgment; and*

15 (2) *the offeree shall pay the offeror's post-offer costs, applicable interest*
16 *on the judgment from the time of the offer to the time of entry of the judgment*
17 *and reasonable attorney's fees, if any be allowed, actually incurred by the*
18 *offeror from the time of the offer. If the offeror's attorney is collecting a*
19 *contingent fee, the amount of any attorney's fees awarded to the party for whom*
20 *the offer is made must be deducted from that contingent fee.*

21 The facts of the case show that the Defendants met the requirements of both the statute
22 and the rule. The Offer of Judgment (Exhibit 1) was served to the Plaintiffs on May 20, 2013 .
23 The Plaintiffs did not accept the Offer which expired after ten days and failed to obtain a more
24 favorable judgment at trial, and following the trial the Court found that Plaintiff's conduct
25 constituted bad faith under NRS 600A.060.

26 **B. THE COURT SHOULD AWARD THE DEFENDANT THE ATTORNEY'S**
27 **FEES INCURRED IN DEFENDING THIS ACTION**

28 Defendants are also entitled to recover attorney's fees for the cost of defending this action
through trial. Since the factors governing the awards vary they will be addressed separately.

1 **1. Fees under NRS 600A.060**

2 In determining whether or not fees are appropriate under NRS 600A.060 the Court must
3 consider the factors set forth in *Brunzell v. Golden Gate National Bank* 85 Nev. 345, 455 P.2d 31
4 (1969). These are:

5 (1) the qualities of the advocate, his training, education, experience,

1 professional standing and skill; (2) the character of the work to be done: its
2 intricacy, its importance, time and skill required, the responsibility imposed and
3 the prominence and character of the parties where they affect the importance of
4 the litigation; (3) the work actually performed by the lawyer: the skill time and
5 attention given to the work; (4) the result: whether the attorneys was successful
6 and what benefits were derived.

7 In regards to the first factor, Mr. Johnson has filed an affidavit in support of this motion
8 which sets forth his qualifications and the work actually performed by the attorneys. Also
9 provided is a copy of the Cohen Johnson LLC firm resume attached as Exhibit 3 to the affidavit
10 of Mr. Johnson.

11 As to the character of the work to be done that is self-evident from the nature of the case.
12 This was an action between two major gaming corporations and the results were bound to have
13 far reaching effects on the entire gaming industry. Among these was the question of the scope of
14 a permissible non-competition agreement. In an industry where employees often change
15 employers this was highly important far beyond the immediate conflict. Even more critical as to
16 the entire gaming industry was the issue concerning what constitutes a "trade secret" for
17 purposes of a casino host transferring a book of business from one casino to another. The
18 confirmation that a host owns his or her personal book of business will have wide and long
19 lasting effects on the gaming industry. Equally important was the determination of what specific
20 information was a no portable trade secret, as opposed to that information which the host was
21 free to take upon a change in employment. Another significant issue in this case was the
22 determination of what obligation or duty a casino hiring a host has to insure that the book of
23 trade proffered by the host is in fact the personal property of the host and the information
24 contained therein does not constitute a misappropriation of a trade secret. All of these issues
25 were raised at trial, and the importance of their resolution in favor of GSR cannot be
26 understated. Also important was the determination that the bringing of an action alleging a
27 misappropriation of a trade secret, unsupported by credible evidence constitutes bad faith, will
28 served a warning that such claims should not be lightly brought.

The work performed is set forth not only in Mr. Johnson's affidavit, but was evident from
the trial. Defendant conducted extensive discovery, obtained expert testimony, had to provide

1 the best defense for GSR while acknowledging the potential conflict with co-defendant Sumona
2 Islam. The attorneys for GSR were able to not only able to provide such a defense but also
3 demonstrated a professional skill and knowledge concerning not only the law of trade secrets but
4 employment law, contract interpretation, and the esoteric field of actual versus theoretical
5 damages within the gaming industry. It should also be noted, that even though Counsel believed
6 that GSR would prevail at trial, Counsel took the reasonable and professional position of
7 evaluating the costs of litigation, and determining that an offer of settlement would be in GSR's
8 best financial interests and obtained GSR's consent to an Offer of Judgment which was served
9 prior to the intensive preparation necessary for trial.

10 As to the final factor, the results speak for themselves. Atlantis sought damages ranging
11 from several hundred thousand dollars to an excess of four million dollars. These claims were
12 successfully refuted at trial and not only provided GSR with the obvious benefit of having
13 liability decided in its favor but in affirming its basic approach to the hiring of casino hosts.
14 GSR 's policy of having any non-competition agreements reviewed by independent counsel and
15 relying upon that review was found to have been appropriate, as was its policy of informing
16 hosts that it did not want a host to bring any information improperly obtained from an employer
17 with them. The practice of asking hosts to limit the information provided to contract information
18 was also found to be in accordance with Nevada law.

19 2. Attorney's fees pursuant to the Offer of Judgment

20 Even though the Defendant is entitled to fees under NRS 600A.060 from the institution
21 of the litigation, the entitlement under the Offer of Judgment dated May 20, 2013, must also be
22 considered.

23 There are also factors which must be considered by the Court in determining whether or
24 not fees are reasonable under an Offer of Judgment. These factors are set forth in *Beattie v.*
25 *Thomas*, 99 Nev. 579, 668 P.2d 268 (Nev. 1983) as:

- 26
27 (1) whether the plaintiff's claim was brought in good faith; (2) whether the
28 defendants' offer of judgment was reasonable and in good faith in both its timing
and amount; (3) whether the plaintiff's decision to reject the offer and proceed to
trial was grossly unreasonable or in bad faith; and (4) whether the fees sought by

the offeror are reasonable and justified in amount.*id at p.274*

1
2 1. While the initial filing of the lawsuit may have been in good faith, the Court
3 determined that the continuance of the litigation when there was no credible evidence in support
4 of the claims constituted bad faith. Plaintiff should have been aware of this lack of supporting
5 evidence at the time of the filing of the Offer of Judgment.

6 2. Plaintiff's offer of judgment was reasonable and in good faith in both its timing
7 and amount. The offer was made in May 2013, following the close of discovery and two months
8 prior to trial, before Defendants counsel would enter into a phase of concentrated trial
9 preparation. Plaintiff had received and reviewed the report of the Defendant's expert which set
10 damages at an amount of less than \$20,000.00.

11 3. Plaintiff's rejection of the \$75,000.00 Offer was grossly unreasonable and or in
12 bad faith. At the time the Plaintiff rejected the Offer of Judgment knew that it had no credible
13 evidence supporting the claims that GSR has misappropriated trade secrets and had reviewed the
14 report of Jeremy Aguero showing that any potential damages against GSR were less than
15 \$20,000.00 and therefore a rejection was not reasonable under the circumstances.

16 4. The attorneys sought are reasonable in amount and justified. The trial counsel in
17 this matter, H. Stan Johnson, Esq. and Steven B. Cohen, Esq. are both seasoned and experienced
18 trial attorneys, each of whom has been in practice for more than 25 years. Moreover, the
19 heaviest concentration of billing was incurred in the actual preparation for and attendance at trial.
20 Had Plaintiff accepted the Offer of Judgment in May the billings would have been far less.
21 Having rejected the offer of judgment the Plaintiff is in no position to complain that the
22 Defendant's counsel spent too much time preparing for trial or that Mr. Cohen's participation
23 was unnecessary. The results of the litigation demonstrate that the time spent was not
24 unnecessary nor was Mr. Cohen's participation superfluous. Defendant's counsel had an
25 obligation to expend all the time necessary to prepare GSR's defense and to prevail at trial.
26 Plaintiff now appears to be admitting that its claims were so frivolous in nature that it was
27 unnecessary for the Defendant to prepare at all, and should have been able to prevail without
28 effort. Plaintiffs were seeking a multi-million dollar award of damages and a permanent

1 injunction against GSR as well as punitive damages. The documents produced at trial and in
2 discovery consisted of thousands of pages of e-mails and other documents and embraced
3 elements of both tort and contract law, as well as the law of trade secrets. To now claim that this
4 was not a major litigation, requiring minimum preparation is ludicrous.

5 Lastly the fact that the Plaintiff's maintenance of the litigation was in bad faith is fatal to
6 its claims that the fees are unreasonable. It was unreasonable for Defendant to have had to incur
7 a single dollar in legal fees to defend itself against the claims brought against it. Plaintiff choses
8 to bring the suit, maintain it despite the lack of supporting evidence, and reject the offer of
9 judgment and proceed to trial where it lost. Having lost Plaintiff now seeks to avoid the
10 consequences of its bad faith by minimizing the attorney's fees it has to pay by claiming that the
11 fees were not necessary, and Defendant should have been able to win the case more cheaply.
12 This argument should not sway the Court. Defendant should be granted the full amount of
13 attorney's fees sought.

14 **3. Sumona Islam Should Not be Held Liable for GSR's Attorney's Fees**

15 Plaintiff also has claimed that Sumona Islam should be held liable for GSR's attorneys
16 fees. This is not so. Ms. Islam and GSR retained separate counsel and the issues against them
17 were not the same. Plaintiff claimed that GSR induced Ms. Islam to violate her non-
18 confidentiality agreement and also claimed that GSR misappropriated trade secret information.
19 Plaintiff also claimed that GSR had an independent duty to investigate and determine that the
20 information contained in Ms. Islam's book of trade did not include improperly obtained
21 information. The claims against GSR were not based on vicarious liability founded on Ms.
22 Islam's conduct but on separate and distinct independent claims against GSR. The causes of
23 action were different, as were the elements of proof required. This is amply demonstrated by the
24 fact that the Plaintiff prevailed on claims against Ms. Islam, but failed to prevail upon a single
25 claim against GSR.

26 Even were this Court to determine that Ms. Islam should be held ultimately liable for
27 GSR's fees, the appropriate remedy would be to award the fees and allow GSR to collect them
28 from Atlantis directly, and then grant Atlantis an additional judgment against Ms. Islam for

1 those fees. Atlantis should not be permitted to avoid it's liability which is predicated on its own
2 bad faith, by passing those costs onto Ms. Islam directly. There have been no findings of
3 liability against Ms. Islam in favor of GSR. Any award of fees against Atlantis must be satisfied
4 by Atlantis, and only upon proof of payment of those fees in full, should it be permitted to seek
5 further relief from Ms. Islam.

6 **III. CONCLUSION**

7 For all the reasons cited above the Court should award the Defendant its full attorney's
8 fees against Atlantis and enter a judgment against Atlantis for the same. Therefore Defendants
9 ask that this Court to enter an Order:

10 1. Confirming the findings that Plaintiff maintained this action in bad faith and that
11 Defendant GSR is entitled to its attorney's fees in the amount of \$455,068.24.

12 2. Finding that the Defendant's Offer of Judgment was properly served on Plaintiff
13 on May 20, 2013, more than ten days prior to the trial;

14 3. Finding that the Defendant has demonstrated its entitlement to fees under Nevada
15 law based on a consideration of both the *Brunzell* and *Beattie* factors.

16 4. Finding that the attorney's fees sought are reasonable and justified;

17 5. Awarding Defendants attorney's fees in the amount of \$455,068.24.

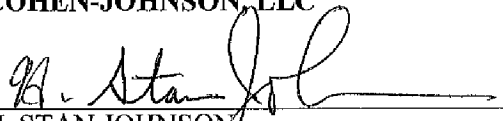
18 6. Awarding Defendant costs in the amount of \$37,009.74.

19 7. Granting Defendant GSR a judgment against Atlantis in the amount of
20 \$492,077.98; consisting of \$455,068.24 in attorney fees and \$37,009.73 in costs.

21 8. Granting Defendant GSR post judgment interest in the statutory amount.

22 Dated this 18th day of October, 2013.

23 **COHEN-JOHNSON, LLC**

24 
25 H. STAN JOHNSON
26 Nevada Bar No. 00265
27 255 E. Warm Springs Road, Suite 100
28 Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

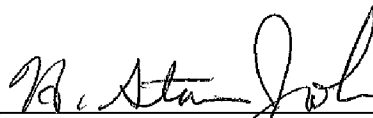
COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

Affirmation Pursuant to NRSB.030

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

Dated this 18th day of October, 2013.

COHEN-JOHNSON, LLC



H. STAN JOHNSON
Nevada Bar No. 00265
TERRY KINNALLY, ESQ.
Nevada Bar No. 06379
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

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 OF DOCUMENTS PROVIDED IN SUPPORT OF ATTORNEYS FEES:	PAGES
1	May 20, 2013 Offer of Judgment	2, 3, 4, 6, 7, 9
2	Findings of Fact Conclusions of Law and Judgment	3

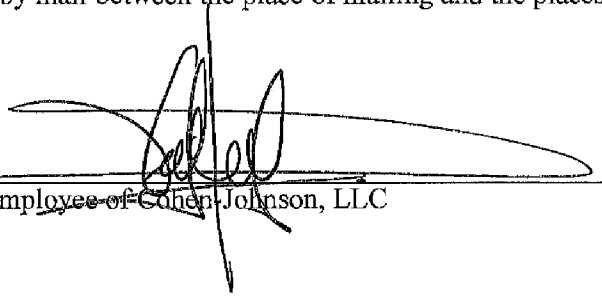
CERTIFICATE OF MAILING

I hereby certify that on the 18th day of October, 2013, I served a copy of the foregoing
MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS TO DEFENDANT GSR
PURSUANT TO NRS 600A.060, NRCP 68 AND NRS 17.115 upon each of the parties by
depositing a copy of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada,
First-Class Postage fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
Facsimile (775) 348-8351
Attorney for Sumona Islam

and that there is a regular communication by mail between the place of mailing and the places so
addressed.


An employee of Cohen-Johnson, LLC

COHEN-JOHNSON, LLC

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

EXHIBIT “1”

EXHIBIT “1”

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; NAV-RENO
21 GS, LLC a Nevada limited liability Company
22 d/b/a GRAND SIERRA RESORT; ABC
23 CORPORATIONS; XYZ PARTNERSHIPS; and
24 JOHN DOES I through X, inclusive,

25 Defendants.

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

26 **AMENDED OFFER OF JUDGMENT**

27 Defendant NAV-RENO GS, LLC a Nevada Limited Liability Company, d/b/a GRAND
28 SIERRA RESORT by and through its counsel of H. Stan Johnson, Esq of the law firm of Cohen
Johnson LLC; pursuant to the provisions set forth in N.R.C.P. 68 and N.R.S. 17.115, hereby
offers to allow judgment to be entered in favor of Plaintiff Golden Road Motor Inn Inc, a Nevada
Corporation, d/b/a/ Atlantis Casino Resort Spa and against Defendant Grand Sierra Resort in this
action in the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00). This sum shall be
the total amount Defendant shall be obligated to pay on account of any liability herein, including
costs and attorney's fees otherwise recoverable in this action.

This Offer of Judgment is made in good faith and solely for the purposes specified in

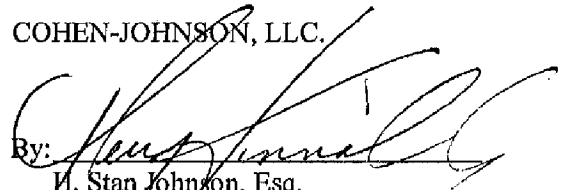
COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

1 Rule 68 of the Nevada Rules of Civil Procedure and NRS 17.115, and is not to be construed as
2 an admission of any kind. This offer is inclusive of all claims asserted by Plaintiff against
3 Defendant arising out of and/or relating to the subject matter of this action, including damages,
4 penalties, interest, attorneys' fees, costs and any and all related expenses.

5 If this offer is not accepted in writing within ten (10) days after it is served, it shall be
6 deemed withdrawn.

7 Dated this 20 day of May, 2013.

8 COHEN-JOHNSON, LLC.

9
10
11 By: 

H. Stan Johnson, Esq.
Nevada Bar No. 00265
Terry Kinnally, Esq..
Nevada Bar No. 06379
Brian A. Morris, Esq.
Nevada Bar No. 11217
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Attorneys for Grand Sierra Resorts

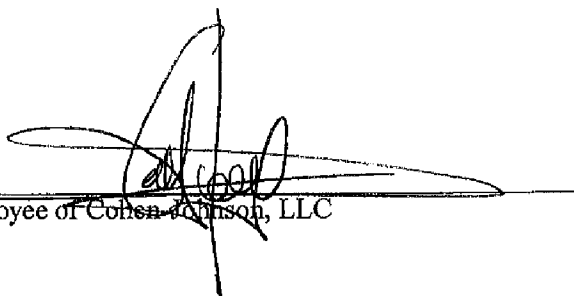
COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

CERTIFICATE OF MAILING

I hereby certify that on the 20th day of May, 2013, I served a copy of the foregoing
AMENDED OFFER OF JUDGMENT upon each of the parties via email and by depositing a
copy of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class
Postage fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

and that there is a regular communication by mail between the place of mailing and the places so
addressed.



An employee of Cohen-Johnson, LLC

EXHIBIT “2”

EXHIBIT “2”

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
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

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,

13 Plaintiff,

14 vs.

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

18 Defendants.

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

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

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

26 **FINDINGS OF FACTS:**

- 27 1. That in 2005 Sumona Islam became a casino host for Harrah's Casino in Reno.
- 28 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

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;

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

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

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

100-443887-100

[illegible]

6/14/2013	120050	\$	0.46	1	Errata to Respondent's Renewed Motion for Summary Decisions	U.S. Department of Justice	JR
6/17/2013	110012	\$	0.46	1	Ltr to Bofa re Request of Original recorded Docs	Bank of America	YR
6/17/2013	120123	\$	1.12	1	Cd re audio track Islam Interview	Mark Wray, Esq.	BAM
6/17/2013	120123	\$	1.12	1	Cd re audio track Islam Interview	Robert A. Dotson	BAM
6/17/2013	177210	\$	0.46	1	Ltr to Client re Reminder of 341 Meeting of Creditor	McCluskey	DEB
6/10/2013	110044	\$	0.46	62	Chp 13 Plan with Determination of Interest Rates & Plan Summary	Various Banks	KLR
6/17/2013	120194	\$	0.66	1	Defendants' Initial Disclosures Pursuant to Federal Rule of Civil Procedure 26(e)(1)	Adam P. Segal	JR
6/18/2013	120209	\$	1.32	1	Opp to Motion for Reconsideration or, in the Alternative, Contemnation to strike Plaintiff's Motion for Reconsideration	Brian C. Whittaker, Esq.	NEA
6/18/2013	130039	\$	0.46	1	Ltr re Security Interest	Bass & Associates	DEB
6/18/2013	130028	\$	8.27	1	Acceptance of Service, Summons et Complaint (Certified)	Alexander Rufus Isaacs	NEA
6/18/2013	120123	\$	0.46	1	Ltr to Army Dotson re Ltr sent on 6/17/2013	Robert A. Dotson	NEA
6/18/2013	120123	\$	0.46	1	Ltr to Army Wray re Ltr Sent on 6/17/2013	Mark Wray, Esq.	NEA
6/18/2013	120135	\$	0.46	1	Notice of Entry of Order/Order Regarding Plaintiff's Motion to Set Aside Default Judgment & Dismiss Case	Tom Clarke	JR
6/18/2013	120012	\$	1.52	1	Set of Interrogatories to Defendant, Plaintiff's First set of Request for Production of Doc to Defendant Request for Admissions	Gwen Rutar Mullins	JR
6/18/2013	110119	\$	0.46	1	Ltr to Army re Request for proof of Service	Ralph A. Schwartz	NEA
6/19/2013	130021	\$	0.46	1	Ltr to Army re Client Representation	Richard A. Russel, Esq.	NEA
6/19/2013	120142	\$	2.52	1	2012 Taxes	Dolan Y. Melech	BAM
6/19/2013	130115	\$	0.46	1	Ltr to Army Schwartz re Ltr dated June 18	Ralph A. Schwartz	NEA
6/19/2013	110044	\$	0.46	1	Ltr to Client re Enclosed Notice of Mortgage Payment Charge	Gerardo & Elisa Carranza	KLR
6/20/2013		\$	0.46	1	Parking Citations & Hearing Office-4 back (Sealed Envelope)	City of Las Vegas	CD
6/20/2013		\$	0.46	1	Cox Communications Check (Sealed Envelope)	Cox	CD
6/20/2013		\$	0.46	1	The Conference Group-Check (Sealed Envelope)	The Conference Group	CD
6/20/2013		\$	0.46	1	IBS-C check (Sealed Envelope)	IBS	CD
6/20/2013		\$	0.46	1	Health Plan of Nevada (Sealed Envelope)	Health Plan of Nevada	CD
6/20/2013	176416	\$	0.66	1	Notice of Entry of Stipulation & Order	Michael R. Mushkin	JR
6/20/2013	176416	\$	0.66	1	" "	Marc R. Bawden, Esq.	JR
6/20/2013	176416	\$	0.66	1	" "	Justin Hepworth	JR
6/20/2013	176416	\$	0.66	1	" "	Douglas Caples	JR
6/20/2013	176416	\$	0.66	1	" "	Kolesar & Learham	JR
6/20/2013	130107	\$	0.46	1	Ltr to Berslow Community Hospital re Request of Medical Records	BOH	JR
6/21/2013	176416	\$	0.66	1	Pliff's Motion to Strike Defendant Cm Capital Services' Answer & Enter Default	Michael R. Mushkin	JR
6/21/2013	176416	\$	0.66	1	Pliff's Motion to Strike Defendant Cm Capital Services' Answer & Enter Default	Marc R. Bawden, Esq.	JR
6/21/2013	176416	\$	0.66	1	Pliff's Motion to Strike Defendant Cm Capital Services' Answer & Enter Default	Justin Hepworth	JR
6/21/2013	176416	\$	0.66	1	Pliff's Motion to Strike Defendant Cm Capital Services' Answer & Enter Default	Kolesar & Learham	JR
6/21/2013	176416	\$	0.66	1	Pliff's Motion to Strike Defendant Cm Capital Services' Answer & Enter Default	Douglas Caples	JR
6/21/2013	120123	\$	0.66	1	Stipulation to Substitute Defendant & Change Caption & GRS's Amended Pre-Trial Disc of Witness & Exhibits	Robert A. Dotson	NEA
6/21/2013	120123	\$	0.46	1	GRS's Amended Pre-Trial Disc of Witnesses & Exhibits	Mark Wray, Esq.	NEA
6/21/2013	110112	\$	0.66	1	Appel/ Appellant's Opp to Respondent's Motion to Strike Portions of Appellant's Reply of Brief	Ismail Amin, Esq.	JR
6/23/2013	120123	\$	0.46	1	Check no 10%1	Melezzo Reporters	NEA
6/23/2013	120135	\$	0.46	1	Check no 10%0	Litigation Services of Nevada	NEA
6/23/2013	120138	\$	0.46	1	Check no 10%9	Litigation Services of Nevada	NEA
6/23/2013	120123	\$	0.46	1	Check no 10%8	Applied Analysis	NEA
6/23/2013	110204	\$	0.46	1	Check no 10%6	Healthport	NEA
6/23/2013	130030	\$	0.46	1	Check no 10%5	City of Las Vegas	NEA
6/23/2013	130045	\$	0.46	1	Check no 1092 & 1084	Now! Services, Inc.	NEA
6/24/2013	120046	\$	0.46	1	Ltr to McDonald's Hotel re Grease Trap (Also Mailed By Fedex)	McDonalds Corp	NEA
6/24/2013	120046	\$	0.46	1	Ltr to McDonald's Hotel re Grease Trap (Also Mailed By Fedex)	McDonalds Realestate Manger	NEA
6/24/2013		\$	0.46	1	Ltr to Laub re Transfer to NewGibson	Joel Laub	NEA
6/24/2013		\$	6.11	1	Ltr to Sisi re 4 re Restore Property (Certified Mail)	Sisi No. 4	NEA
6/24/2013		\$	0.46	1	Ltr to Sisi No. 4 re Restore Property	Sisi No. 4	NEA

6/24/2013	1	6.11	\$	Ltr to Pohl re Restore Property (Certified Mail)	Michael A. Pohl	NEA
6/24/2013	1	0.46	\$	Ltr to Pohl re Restore Property	Michael A. Pohl	NEA
6/24/2013	1	0.66	\$	Defendant GSR's Proposed Findings of Facts & Conclusion of Law	Robert A. Doison	NEA
6/24/2013	1	0.66	\$	Defendant GSR's Proposed Findings of Facts & Conclusion of Law	Mark Wray, Esq.	NEA
6/24/2013	1	0.46	\$	Ltr to Client re Motion to Dismiss	Koo Seop Kim Seung Ah Lee	DEB
6/24/2013	1	2.92	\$	Defendant's Initial Disclosures Pursuant to LBR 7026	Jeffrey A. Cogswell	MBM
6/24/2013	1	1.52	\$	Ltr to Attny Davis re Check No. 1078 & East-Land Def Initial List of Witnesses & Doc Pursuant	Thomas W. Davis, II, Esq.	NEA
6/24/2013	1	1.52	\$	East-Land Def Initial List of Witnesses & Doc Pursuant	Jeffrey S. Rugg	NEA
6/25/2013	1	1.52	\$	Motion for Summary Judgment or Partial Summary Judgment	Ronald H. Reynolds, Esq.	NEA
6/25/2013	1	0.46	\$	Notice of Entry of Stipulation & Order	Brian R. Reeve, Esq.	NEA
6/25/2013	1	0.46	\$	" "	Mathew L. Lalli, Esq.	JR
6/25/2013	1	0.46	\$	" "	Casey D. Gish, Esq.	JR
6/25/2013	1	0.46	\$	" "	Sigal Chaffah, Esq.	JR
6/25/2013	1	0.46	\$	" "	V. Andre Sherman, Esq.	JR
6/26/2013	1	0.46	\$	Ltr to Attny Russell re Client Representation & Request of Proof of Service	Richard A. Russel, Esq.	JR
6/26/2013	1	0.46	\$	Ltr to Attny Matjue re Client Rep & Request of Proof of Service	John W. Matjue, Esq.	JR
6/26/2013	1	5.05	\$	Ltr to Hadley @ Grand Sierra Resort re Subpoenas & Fee Check (Priority Mail)	Shelly Hadley	NEA
6/26/2013	1	0.66	\$	Ltr to Bar of AZ re Application for Appearance & Check No. 1097	State Bar of Arizona	MBM
6/26/2013	1	1.52	\$	Motion for Summary Judgment or Partial Summary Judgment	Robert A. Doison	NEA
6/26/2013	1	1.52	\$	Motion for Summary Judgment or Partial Summary Judgment	Mark Wray, Esq.	NEA
6/26/2013	1	0.46	\$	Health Plan of Nevada (Sealed Envelope)	Health Plan of Nevada	CD
6/27/2013	1	0.46	\$	Check No. 1102 re Amt 151.01	Mark Wray, Esq.	CD
6/27/2013	1	0.46	\$	Check No. 1118 re Amt \$142.00	Stephanie Koetting	CD
6/27/2013	1	0.46	\$	Ltr re Check No. 1121 re Amt \$250.00	Alan L. Sachs, Esq.	JR
6/27/2013	1	0.46	\$	Personal Injury Lien (Return Addressed Envelope)	Allied Chiropractic	JR
6/27/2013	1	0.66	\$	Ltr to HealthPort re Payment for Medical Records(Mailed out all together)	Healthport	JR
6/27/2013	1	^	\$	" "	Healthport	JR
6/27/2013	1	^	\$	" "	Healthport	JR
6/27/2013	1	0.46	\$	Sealed Envelope to The Equity Group	The Equity Group	JR
6/27/2013	1	0.46	\$	Sealed Envelope to IPFS Corporation	IPFS Corporation	CD
6/27/2013	1	0.46	\$	Ltr to Client re 341 Meeting of Creditors	Nadine Ezra	CD
6/28/2013	1	0.46	\$	Motion to Enlarge Time to File Resp to Pliffs Motion to Strike Unauth Parties Added by Def	M. Craig Murdy, Esq.	DEB
6/28/2013	1	0.46	\$	Ltr to Leslie's Poolmart re Restore of Property	Leslie's Poolmart, Inc.	MBM
6/28/2013	1	0.46	\$	Ltr to Dream Hair Salon & Eyebrow Threading re Restore of Property	Bhajan Sidhu	BAM
6/28/2013	1	2.32	\$	Ltrs from US Dep of Justice re Claim Form	Jacqueline Taylor	BAM
7/1/2013	1	0.46	\$	Notice of 16.1 Early Case Conference	Kim Irene Mandelbaum, Esq.	JR
7/1/2013	1	0.46	\$	" "	Robert L. Goldstucker, Esq.	JR
7/1/2013	1	0.46	\$	" "	Kim Irene Mandelbaum, Esq.	JR
7/1/2013	1	0.46	\$	Ltr to Client re List of Tasks	Robert L. Goldstucker, Esq.	JR
7/1/2013	1	0.46	\$	Notice of 16.1 Early Case Conference	Denise Heather Reynore	MBM
7/1/2013	1	0.46	\$	Notice of 16.1 Early Case Conference	Kim Irene Mandelbaum, Esq.	NEA
7/1/2013	1	0.46	\$	Notice of 16.1 Early Case Conference	Kim Irene Mandelbaum, Esq.	NEA
7/1/2013	1	0.46	\$	Notice of 16.1 Early Case Conference	Robert L. Goldstucker, Esq.	NEA
7/1/2013	1	0.46	\$	Notice of 16.1 Early Case Conference	Robert L. Goldstucker, Esq.	NEA
7/1/2013	1	0.66	\$	Ltr to Nathan Smith re Mortgage paid	Nathan F. Smith	DEB
7/1/2013	1	0.66	\$	Ltr to Client re Ltr sent to Smith re Mortgage Paid	Oliver & Rita Hill	DEB
7/1/2013	1	0.46	\$	Envelope Sealed	Karen Centon	MBM
7/2/2013	1	0.66	\$	57x3 Modify Rights of Secured Creditors Pursuant to 11 U.S.C. & 506(a) & 1123 for The Real Property Located at	Debtors	KLR
7/2/2013	1	0.46	\$	17 re Collateral, "Strip Off" & Modify Rights of Secured Creditors Pursuant to 11 U.S.C. & 506(a) & 1123 for The	Debtors	KLR
7/2/2013	1	1.72	\$	Second Amended Complaint -Envelope Sealed	Larry Eastland	KLR
7/2/2013	1	0.46	\$	Ltr to Client re Trustee's Motion to Dismiss	Koo Seop Kim Seung Ah Lee	DEB

7/10/2013	120137	\$	0.86	53	Notice of Hearing Re Mtn for Order Approving the Adequacy of Disc in Proposed Disbursement Setting	Various Banks	KLR
7/10/2013	130123	\$	0.46	1	Ltr to Carson City Sheriff re Automatic Stay in BK	Carson City Sheriff	DEB
7/10/2013	130123	\$	0.46	1	Ltr to Intercontinental Hotels Group Resources, Inc. re Automatic Stay in BK	Intercontinental Hotels Group	DEB
7/10/2013	110119	\$	0.66	1	Check No 1150, 1151, 1152, 1153, 1154 1155 And \$60.00 for Change of Registered Agent	Secretary of State	KLR
7/10/2013	110065	\$	0.46	1	Ltr to Client re Mortgage Statement received in office returned to them	Oliver & Rita Hill	DEB
7/10/2013	30005	\$	0.46	1	Ltr to Client re Mortgage Statement received in office returned to them	Sherrie Upshaw	KLR
7/11/2013	120122	\$	0.46	1	Ltr to Geico Insurance re Change of Address	Lorena Quiroz	JR
7/11/2013	120122	\$	0.46	1	Ltr to Geico re Hold Harmless Mail	Lorena Quiroz	JR
7/11/2013	RS/MBM	\$	0.46	1	Ltr to Client re Rescheduled appointment with HSI	Allison Schlarma	MBM
7/11/2013	110044	\$	0.46	1	Ltr to Client re Trustee Request for 2009 Tax Returns	Elisa & Gerardo Carranza	DEB
7/12/2013	130053	\$	6.11	1	Ltr to Rocky River Municipal Court (Sealed Envelope) Certified Mail	Debra Comery	JR
7/15/2013	130024	\$	0.46	38	Notice of Continued 341 Meeting of Creditors	Various Banks	DEB
7/15/2013	110015	\$	0.46	1	Ltr to Client re Request for 2012 Tax & Delinquent on Plan Payments	Reza Nayeibhosseini	DEB
7/15/2013	120227	\$	0.46	1	Ltr to Client re Request of Monthly Financing Statement for 2000 Ford Expedition, Monthly Child Care	Michael Albanese	DEB
7/15/2013		\$	1.12	1	Sealed Envelope to Secretary of State Ross Miller	Ross Miller	MBM
7/15/2013	130124	\$	0.46	1	Ltr to Attny Mujuje re Confirmation of Extension of time to file	John W. Mujuje, Esq.	NEA
7/15/2013	130110	\$	0.46	1	Ltr to Attny Shook re Client Rep & Request for PI File	John B. Shook, Esq.	KLR
7/15/2013	130110/13111	\$	0.46	1	Ltr to Farmers Attn. Gaines re Client Rep & Request for Complete File	Kathy Gaines	KLR
7/15/2013	120117	\$	0.66	1	Ltr to Client re Time Sensitive Demand for Settlement Requiring Immediate Attention	Howard Klubeck	JR
7/15/2013	110157	\$	3.12	1	Plaintiffs' Third Supplemental Early Case Conf Production of Doc	Rex D. Garner	JR
7/15/2013	120117	\$	5.32	1	Time Sensitive Demand for Settlements Requiring Immediate Action	Craig Rasnick	JR
7/15/2013	110157	\$	0.66	1	Status Report	Rex D. Garner	JR
7/16/2013	130018	\$	0.46	1	Ltr to Grant & Weber re Cease Immediately Collection Activities	Grant & Weber	DEB
7/16/2013	130024	\$	5.05	1	Ltr & Packet to Trustee re Documents in Preparation for 341 Meeting	Clark Finnegan	DEB
7/16/2013	110061	\$	0.46	1	Ltr to Client re Car payments to Ascension Capital Group	Katyon Katib-Smith	DEB
7/16/2013	130096	\$	1.32	1	Ltr to E-Z Messenger re Filing & Service of Civil Complaint	E-Z Messenger	MBM
7/16/2013	130015	\$	1.12	1	Order re Motion to Associate Counsel Pro Hac Vice	Clerk of Superior Court	MBM
7/16/2013	130015	\$	0.66	1	Order re Motion to Associate Counsel Pro Hac Vice	M. Craig Murdy, Esq.	MBM
7/16/2013	130027	\$	0.46	1	Stipulation & Order: To extend early case conference & to conduct the early case conference telep	Robert M. Draskovich	JR
7/16/2013	120122	\$	0.46	1	Ltr to Geico re immediate attention required	Lorena Quiroz	JR
7/16/2013	130115	\$	0.46	1	Answer to Complaint	Ralph A. Schwartz	NEA
7/17/2013	130123	\$	0.46	1	Ltr to TK Asset Management re Wage Garnishment	Sean P. Hillm	DEB
7/17/2013	130107	\$	0.46	1	Ltr to IOD Inc re Payment for Med Records- Check No 1173	IOD Inc.	JR
7/17/2013	120134	\$	0.66	1	Request for Med Rec + Check No.1124,1123, 1122	HealthPort	JR
7/17/2013	120100	\$	0.46	1	Ltr to Virginia Farm Bureau re Supplemental Time Sensitive Demand for Settlement Requiring Imm. Attn	Craig Rasnick	JR
7/17/2013	110205	\$	^	1	Request for Med Rec + Check No.1124,1123, 1122	HealthPort	JR
7/17/2013	110177	\$	^	1	Request for Med Rec + Check No.1124,1123, 1122	HealthPort	JR
7/17/2013	130095	\$	0.46	1	Ltr to Herman re Not Representing in Lawsuit	Ryan Herman	DEB
7/18/2013	176416	\$	0.46	1	Sealed Envelope to Jams, Inc.	Jams Inc.	KLR
					Ltr to Attny Schwartz re Motion to Compel with Production of Documents	Clients	DEB
	120243	\$	0.46	1	Ltr from DFB re Trustee's Opposition to Confirmation	Bruce Ryals - Tax Credit Mgmt.	MBM
	130011	\$	0.46	1	Ltr w/Enclosures from MBM re Request for Information & Records	Andrew Ellis - Greystone Servicing Corp.	MBM
	130014	\$	5.32	1	Ltr w/Enclosures from MBM re Request for Information & Records	Client	MBM
7/19/2013	110157	\$	2.32	1	Pltf's 4th Supplemental ECC Production of Documents	Atty Garner - Morris Law Group	JR
	120061	\$	0.46	1	Ltr from HSI re Inventory	Atty Hacker - Sklar Williams, PLLC	NEA
7/22/2013	130062	\$	0.46	1	Ltr from HSI re Storage Facility Fees	Research Department	NEA
7/22/2013	130062	\$	0.46	1	Ltr to Bofa re Power of Attorney	Ryan Herman	YR
7/22/2013	120123	\$	0.46	1	Check No 1193 \$2073.24 re Payment for Trial Transcripts	Sephane Koetting	DEB
7/22/2013	120123	\$	0.46	1	Check No 1196 & 1197 re Payment for Client Disbursement Expense	Applied Analysis	NEA

COHEN JOHNSON, LLC

DATE : Jun/27/2013
CHECK # : 1102
AMOUNT : \$151.01
ACCOUNT: GENERAL - 4
PAID TO: MARK WRAY

PH
Photocopies - Invoice No. 325087A

CLIENT: 1073 - Grand Sierra Resort
MATTER: 120123

1102

COHEN JOHNSON, LLC
255 E WARM SPRINGS RD., SUITE 100
LAS VEGAS, NV 89119
(702) 823-3500

 **TOWN & COUNTRY
BANK**
6620 West Tropicana • Las Vegas, Nevada 89147 • (702) 252-8777
94-219-1224

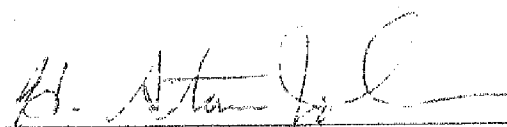
ATM/ETN/Check Fraud
Protection for Business

One Hundred Fifty One ***** 01/100
DATE AMOUNT
Jun/27/2013 \$151.01

PAY
TO THE
ORDER
OF

MARK WRAY

1073 Grand Sierra
Reno, NV 89504


AUTHORIZED SIGNATURE

RECEIVED BY COHEN JOHNSON, LLC

COHEN JOHNSON, LLC

1102

DATE : Jun/27/2013
CHECK # : 1102
AMOUNT : \$151.01
ACCOUNT: GENERAL - 4
PAID TO: MARK WRAY
Photocopies - Invoice No. 325087A
1073 - Grand Sierra Resort
MATTER :120123
LAWYER :STEVEN B COHEN
2500 E. 2nd Street

**** GENERAL BALANCES ****
UNBILLED DISBS: 4603.74
A/R BALANCE : 111180.83

**** TRUST BALANCES ****

Reno
Nevada
89595
Grand Sierra adv. Atlantis

TRUST BALANCE : 0.00

Laxalt & Nomura, LTD.
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170 Fax: (775) 322-1865
Tax ID# 88-0218122

June 26, 2013
Matter Number: 100 00100
INVOICE NUMBER: 325087A
120123

STAN JOHNSON, ESQ.
COHEN-JOHNSON, LLC
255 E. WARM SPRINGS RD, STE 100
LAS VEGAS, NV 89119

Bill Summary

Matter Number: 100 00100

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT

Previous Balance: \$0.00

Professional Services Rendered
(See Attached List)

Hours Fees

Total For The Above Services

\$0.00

Expenses
(See Attached List)

Costs

Total For The Above Expenses

\$151.01

Total for CURRENT PERIOD \$151.01

Total Payments \$0.00
AMOUNT DUE \$151.01

Laxalt & Nomura, LTD.
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170 Fax: (775) 322-1865
Tax ID# 88-0218122

June 26, 2013
Matter Number 100 00100
Invoice Number 325087A

STAN JOHNSON, ESQ.
COHEN-JOHNSON, LLC
255 E. WARM SPRINGS RD, STE 100
LAS VEGAS, NV 89119

Matter Number: 100 00100 Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba
ATLANTIS CASINO RESORT

COSTS		Cost Amount
Date	Description	
06/25/2013	Photocopy Charge. 1,094 copies @ .10 per copy.	109.40
06/25/2013	78 index divider tabs @ \$0.10/ea.	7.80
06/25/2013	1 Heavy duty one-touch D-ring 4" binder	21.97
06/25/2013	1 Heavy duty D-ring 3" binder	11.84
Total costs:		\$151.01

Matter Summary:	
Total Fees:	0.00
Total Costs:	151.01
Sub-Total Current Fees and Costs:	151.01
Total Current Charges:	151.01
Previous Balance:	0.00
Amount Due:	\$151.01

FILED
Electronically
09-30-2013:05:39:03 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4032405

Exhibit “6”

1130

COHEN JOHNSON, LLC

DATE : Jul/ 1/2013
 CHE # : 1130
 AMOUNT : \$27.24
 ACCOUNT: GENERAL - 4
 PAID TO: Nelson Achaval
 425 Lorenzi St.
 Las Vegas
 NV
 89107

ph
 Photocopies Fed Ex office receipt

CLIENT: 1073 - Grand Sierra Resort
 MATTER: 120123

1130

COHEN JOHNSON, LLC
 255 E WARM SPRINGS RD., SUITE 100
 LAS VEGAS, NV 89119
 (702) 823-3500

 **TOWN & COUNTRY
BANK**
 8620 West Tropicana • Las Vegas, Nevada 89147 • (702) 252-8777
 94-219-1224

Check for all
U.S. Protection for business

Twenty Seven ***** 21/100
 DATE AMOUNT
 Jul/ 1/2013 \$27.24

PAY
 TO THE ORDER OF Nelson Achaval
 425 Lorenzi St.
 Las Vegas, NV 89107


 AUTHORIZED SIGNATURE

⑈001130⑈ ⑈12140214⑈ 01307401⑈

COHEN JOHNSON, LLC

1130

DATE : Jul/ 1/2013
 CHE # : 1130
 AMOUNT : \$27.24
 ACCOUNT: GENERAL - 4
 PAID TO: Nelson Achaval
 Photocopies Fed Ex office receipt
 1073 - Grand Sierra Resort
 MATTER: 120123
 LAWYER: STEVEN B COHEN
 2500 E. 2nd Street

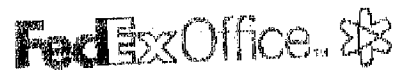
** GENERAL BALANCES **

UNBILLED DISBS: 4745.74
 A/R BALANCE : 111180.83

** TRUST BALANCES **

TRUST BALANCE : 0.00

Reno
 Nevada
 89595
 Grand Sierra adv. Atlantis



FedEx Office is your destination
for printing and shipping.

395 Hughes Center Dr
Las Vegas, NV 89109-4814
Tel: (702) 951-2400

6/29/2013 7:07:08 PM PST
Team Member: Alexandria M.
Customer: nelson achaval

12023

SALE

	Qty	15	25.20
DM 10 32# 11x17	60 @		0.4200
000220 Reg. Price		0.42	
Price per piece		1.88	
Regular Total		25.20	
Discounts		0.00	

Sub-Total	25.20
Tax	2.04
Deposit	0.00

Total	27.24
-------	-------

AmEx (M)	27.24
----------	-------

Account: 1009
Auth: 129688 (A)

Total Tender	27.24
--------------	-------

COHEN|JOHNSON, LLC: Postage Log

DATE	CLIENT #	AMOUNT	REASON FOR MAILING
03/05	110204	\$0.66	OPP. TO DEF. BORGIA, DPM FALFAS, ADA I VERA, DPM &
"	110204		BORGIA, DPM, LTD DBA S. NV FOOT & ANKLE CENTER
03/05	110205		MOTION TO DISMISS
"	110205		
03/06	120061	\$0.66	DEF/COUNTERCLAIMANTS 2ND SUPP TO INITIAL LIST OF WITNESSES & DOCS PURSUANT TO NRC 16.1
03/06	120065	\$0.46 ^{x2}	NOT. OF TAKING DEPO. OF TAKAHASHI / REMAILED 03/11 DUE TO WRONG ADDRESS
03/06	130018	\$0.46	STATEMENT AUTH. FORM
03/06	130000	\$0.46	LETTER TO CLIENT RE: NEGOTIATED CITATIONS
03/06	120231	\$5.32	MULTIPLE DOCS FROM NELSON TO POLYNOLDS + RAYNOLDS
03/06	120198	\$2.92	MOTION TO RECONSIDER
03/07	120198	\$0.46	NOTICE OF HEARING ON MOTION TO RECONSIDER
03/07	120185	\$0.46	LETTER TO CLIENT RE: 341 MEETING OF CREDITORS
03/07	130012	\$0.46 ^{x6}	NOTICE OF HEARING ON DEBTORS MOTION TO DISMISS CHAP 7 CASE
03/07	121908	\$0.46	LETTER RE: LEASE & DEIST
03/07	30005	\$0.46	NOTICE OF MORTGAGE PITIFACT CHANGE
03/08	120235	\$0.66	LTR TO EQUIFAX RE: DISPUTE
03/08	120235	\$0.66	LTR TO EXPERAND RE: DISPUTE
03/08	120235	\$0.66	LTR TO: TRANSLATION RE: DISPUTE
03/08	120142	\$0.46	LTR TO CLIENT RE: CLOSING OF FILE
03/08	120171	\$0.46 ^{x3}	NOTICE OF CHANGE OF ADDRESS OF COUNSEL
03/08	120062	\$0.46	LTR TO ATTORNEY RE: DEPOSIT FOR ARBITRATION
03/11	130027	\$0.46	ANSWER TO COMPLAINT IN INTERPLEADER
03/11	110213	\$0.46 ^{x2}	NOTICE OF ENTRY OF ORDER
03/11	120123	\$0.46	STIPULATION TO EXCEED PAGE LIMITATIONS RELATED TO PUTPS MOTION FOR PARTIAL SUMMARY JUDGMENT

 POSTED

COHEN/JOHNSON, LLC: Postage Log

DATE	CLIENT #	AMOUNT	REASON FOR MAILING
2/14/13	120159		Notice of Continued Rel. CDR
2/14/13	120194	.46	Invoice Exhibit Design + Production, etc.
2/14/13	120133	.66	Invoice, 120133
2/14/13	ADMIN	\$5.84	Wolence Reports
2/13/13	120033		Notice of Taking depo of J. Stewart
2/15/13	130011	1.32	Answer to Complaint
2/15/13	120123	1.52	Opp. to Motion for Partial Summary J. ^{to: Wray}
2/15/13	120123	1.52	" " ^{to: Dotsen}
2/19/13	120174	\$1.68	Remaining medical records for Dr. for Ashley Melcher
2/19/13	120197	\$1.68	" " for Brodie Melcher
2/19/13	120190	\$1.68	" " for Dallas Thompson
2/19/13	130013	\$1.92	NV Foreclosure Mediation Program
2/19/13	130013	\$4.82	National Default Servicing Corp.
2/19/13	130016	\$0.60	1st Motn. to Extend Disc. & Cont. Trial on Order ^{Churking}
2/19/13	130016	\$0.40	Re-sending (due to secretarial error) Amended Cert. of Mailing
2/19/13	174510	\$0.40	Amended Notc of Change of Counsel
2/20/13	120217	\$5.35	Defendants' Responses
2/20/13	110177	\$1.72	Complaint & Jury Demand
2/20/13	120178	\$0.60	Defendant's List of Anticipated Witnesses & Docs
2/20/13	120180	\$0.86	2012 Tax Return to Trustee
2/20/13	179311	\$0.40	Settlement Payment to Ideal Chiropractic
2/20/13	179311	\$0.40	Settlement Payment to ACS Recovery Svcs.
2/21/13	Bills	\$0.40	Bills
2/21/13	120128	\$0.23	Settlement letter to Infinity Ins.

47 POSTED

COHEN|JOHNSON, LLC: Postage Log

DATE	CLIENT #	AMOUNT	REASON FOR MAILING
2/11/13	120017	.46	Notice of telephone call to Plaintiff
2/11/13	120007	.46	Notice of Change of Address of Counsel
2/11/13	110169	.46	Ltr to Harmon + Lang Lm Fee
		.46	re mailing of Answer to Complaint
			to Gary L. Hayes, Esq
2/11/13	110084	.46	A Responses to M3 Development Co. 1 st set of
2/11/13	120152	.46	Requests for Production of Documents to PL
2/11/13	110134	\$13.50	Change of Address
2/11/13	120125	.46	PR. Reaction
2/11/13	120125	.46	Notice of Change of Address
2/11/13	120125	.46	Notice of Change of Address
2/11/13	120123	.46	stimulation to continue trial and related
2/11/13	30005	.46	Discovery
2/11/13	110000	.46	notice of mortgage payment change
2/11/13	110000	.46	notice of Change of Address
2/11/13	120000	.46	motion to withdraw as Attorney of Record
			for Plaintiff
2/11/13	120133	.46	Ltr to Bijan Mirzazadeh re scheduled settlement
2/11/13	110109	.46	conf. Notice of change of Address of counsel
2/11/13	120043	.46	Notice of change of Address of Counsel
2/11/13	120043	.46	
2/11/13	120198	.46	re mailing of opposition to traverse
2/11/13	120198	.46	schintu's motion to dismiss complaint
2/13/13			Amended Certificate of Mailing
2/13/13	120193	.46	Ltr to court pre trial conf
2/13/13	110144	.46	PR. to ADR Commissioner

COHEN|JOHNSON, LLC: Postage Log

DATE	CLIENT #	AMOUNT	REASON FOR MAILING
2/16/03	100233	.46	Invoice
2/16/03	120218	.46	Invoice
2/16/03	120213	.66	Invoice
2/7/03	120123	.46	Fourth Supplement to list of witnesses
2/7/03	120123	.46	Fourth Supplement to list of witnesses
2/7/03	110084	.66	Motion to Withdraw as Atty of Rec
2/7/03	110084	.66	Motion to Withdraw as Atty of Rec
2/7/03	110084	.66	Motion to Withdraw as Atty of Rec
2/7/03	100141	.46	Discharge letter
2/7/13	120178	.46	Invoice 5734
2/7/13	130006	.46	Invoice 5737
2/7/13	120021	.46	Invoice 5731
2/7/13	120084	.46	Invoice 5722
2/7/13	120029	.46	Invoice 5724
2/7/13	120009	.46	Invoice 5726
2/7/13	110109	.46	Invoice 5735
2/7/13	122710	.46	Inv # 5739
2/7/13	110024	.46	Inv # 5737
2/7/13	110219	.46	Inv # 5736
2/7/13	120066	.46	Inv # 5740
2/7/13	110251	.46	Inv # 5717
2/7/13	110026	.46	Inv # 5718
2/7/13	30003	.46	Cost of service to client
2/7/13	120062	.86	Pl 1st Set of Discovery docs

COHEN|JOHNSON, LLC: Postage Log

DATE	CLIENT #	AMOUNT	REASON FOR MAILING
1/1/2013	117710	.46	Notice of Change of Add
1/1/2013	120001	.46	Notice of Change of Add
1/1/2013	120009	.46	Notice of Change of Add
1/1/2013	131509	.46	Notice of Change of Add
1/1/2013	110055	.46	Notice of Change of Add
2/1/2013	131001	7.68	Opposition to Motion for Dismissal
2/4/13	120062	\$2.32	Mail out to - Gianna C. Kelzakis -
02/4/13	—	.46	Bills
02/4/13	—	.46	Bills
02/4/13	—	.46	Bills
02/4/13	110089	\$1.12	Notice
2/5/13	120128	.46	Att to ^{healthport requesting med recs} West Reef
2/5/13	120174	.46	Att to AMR requesting med recs
2/5/13	120197	.46	Att to AMR requesting med recs
2/5/13	110055	.46	Notice of change of address
2/5/13	130007	.46	Req for med recs: Medic West
2/5/13	120128	.46	Demand for Settlement
2/6/2013	176446	.46	Proposed Order
2/6/2013	120183	.46	Let Depo back to Double Diamond
2/6/2013	110151 ADMIN	.46	Invoices + HND CAPITAL, LLC
2/6/2013	120012	.46	Att to Denise Reymore Jr. Early Eval
2/6/2013	110030	.66	invoice
2/6/2013	110030	.46	invoice
2/6/2013	120231	.46	invoice

COHEN|JOHNSON, LLC: Postage Log

DATE	CLIENT #	AMOUNT	REASON FOR MAILING
1/25	120116	.45	Notice of change of address
1/25	120116	.45	Notice of change of Address
1/25	110119	.45	INVOICE 5701
1/25	110119	.45	INVOICE 5702
1/25	110020	.65	Response to motion for Disbursement
1/25	110020	.65	"
1/25	110020	.65	"
		.65	"
		.65	"
		.65	"
		.65	"
		.65	"
		.65	"
		.65	"
		.65	"
		.65	"
		.65	"
1/25	120123	.65	Notices of taking Depo. of Abraham Pearson Brandon McNelly
1/25	120123	.65	Notices of taking Depo. of "
1/28	110219	.65	Cert of mailing Motion to withdraw
1/28	110219	.65	"
1/28	120136	.45	Child Support Enforcement
1/28	120113	.45	Request for exemption from Arb
1/28	120113	.45	Opp to motion to compel Arb
1/29	110205	.46	Request for med Records

COHEN|JOHNSON, LLC: Postage Log

DATE	CLIENT #	AMOUNT	REASON FOR MAILING
01/22	120250	45 x5	Letter to Equifax Re incorrect info Daniel Lopez
01/22	120250	45 x6	Letter to Equifax Re incorrect info - Stella Lopez
01/22	120250	45 x3	Letter to Experian Re incorrect info Daniel Lopez
01/22	120250	45 x7	Letter to Experian Re incorrect info - Stella Lopez
01/22	120227	45 x40	Chp 13 plan w/ Determination of Interest Rates and plan Summary
1/23	176213	.65	Certificate of Mailing to Morgan
1/23	176213	.65	Certificate of Mailing Margus.
1/23	120239	.45	Billing Statement to Shibbs
1/23	120207	.45	" " to Shibbs
1/23	120016	.45	" " to Kocwar
1/23	120042	.45	" " to Bijan Mirzazade
1/23	120224	.45	" " to Palm Beach Bn
1/23	110016	.45	Notice of mailing to Quirk Law firm
1/23	110112	.45	Notice of Change of Address
1/23	130010	.45	Letter to HHS re incorrect info
1/23	130007	.45	Letter to Sunrise hospital requesting med recs
1/25	120123	.85	Third supp (cert of mailing)
1/25	120123	.85	Third supp (")
1/25	ADMIN	.65	Board of Continuing Legal Education
1/25	ADMIN	.65	Board of CLE
1/25	ADMIN	.45	Board of CLE
1/25	179311	.45	Let to State Farm Insurance
1/25	120116	.45	Notice of Change of address
1/25	120116	.45	Notice " "

67027
4/10/2001

COHEN|JOHNSON, LLC: Postage Log

DATE	CLIENT #	AMOUNT	REASON FOR MAILING
01-16	120225	45x30	amended notice of hearing on debtors motion to convert from chapter 11 to chapter 7
01/16	120123	1.64	Second Supplement to list of withhss & docs w/ CD-Rom
01/16	120123	1.80	Same as above 5
01-17	110047	.45	annual list letter of Default Status to client
1-17	176416	.45	Joinder in mace yampolsky's mot to modify Stalys
1-17	120174	.45	payment to healthport
1-17	120127	.45	payment to healthport.
1-17	120232	1.35	letter to LAPD Reqt accident Report.
1-17	120232	.45	payment to Desert Radiologist for med records
1-17	120232	.45	payment to Doc. Reqt for med records
1-17	120152	.45	payment to Doc. Reqt for med Records
1-17	120232	.45	payment to Doc Request for med Rec
1-18	176416	5.95	Certified mail to Jim Garrett
1-18	120210	.90	ORDER GRANTING --- MOTION to dismiss
1-18	110047	.90	Reqt for 122 Recs.
1-18	120174	.45	Utter 2 AMP - Reg med recs
1-18	120197	.45	" "
18-1	120196	.45	" "
1-18	120233	.45	notice of 16.1 ECC
1-21	178711/174510	.90	INVOICE 5503 / 5504 / 5659
1-21	110030	.45	gmac Mortgage
1-21	110020	.90 x11	notice of change of address
1-21	120047 120205	4.97	Demad for Safeco

COHEN|JOHNSON, LLC: Postage Log

DATE	CLIENT #	AMOUNT	REASON FOR MAILING
01/11	120159	.45	Three day notice of intent to default
01/11	120233	.45	three day notice of intent to default
1/11	N/A	.45 x 5	W-2's CS. [unclear]
1/11	N/A	.45	HPN CS.
1/11	110097	.45	notice to client of Arbitration Hearing
1/14	N/A	.45	check to Steve crystal
1/14	N/A	.45	check to ray evans
01/14	Bam	.45	State bar of CA
01/14	Bam	.45	State Bar of Nevada
01/14	110043	.45	annual list of mgr-2013-2014
01/15	120123	.45 x 2	notice of change of address
01/15	30005	.45	fwd to client - notice of mortgage payment change
01/15	110157	.45	NEO - Stip & Order
01-15	120138	.45	notice of change of address
01-15	120032	.45 x 2	notice of change of address
01/15	120061	.45	notice of change of address
01-15	110110	.45	notice of change of address
01-15	120066	.45	notice of change of address
01/15	179311	2.50	Demand to State Farm
01-15	110012	1.50	fwd to mohammad → final documents for their records
01-15	120068	1.35	letter to Gordon Shaw re. changed address to Canada
01-15	179311	.45	fwd to client → copy of demand to state farm
01-15	120123	x 2	opposition 2 mot to compel
01-15	120127	8.65	Demand to Infinity auto

COHEN|JOHNSON, LLC: Postage Log

DATE	CLIENT #	AMOUNT	REASON FOR MAILING
01/3	110134	.45 X32	Chp. 13 Plan no. 3 & NTC OF Hearing on Conf. Plan
01/3	120101	.90	Chk 2 Shelley - Chpt 7 trustee
01/3	120174	3.15	med Recs to D.A.
01/3		.90	ask Rmp
01/3		.90	ask Rmp.
01/4	120135	.45	Letter to Clarke re default Judgement
01/4	120135	5.75	certified mail Letter to Clarke re: Default Judgement
01/4	110065	.45 X5	opposition to motion for Relief from Automatic Stay or in alternative Adequate protection
01/4	120134	.45	Letter to client Re Demand
01/4	120210	.45	notice of change of address
01/4	120123	.45 X2	privilege Log
01/07	120210	.90	plaintiffs opposition to defendant's motion to Dismiss Plaintiffs 2nd & 6th claims
01/7	120100	12.82	Demand
01/07	120100	.90	Demand
01/07	120153	1.35	USPS First Set of P&H to Plaintiff USPS Second P&H to Plaintiff
01/08	120188	.45 X51	notice of hearing → mot to convert / amended ntc of hearing
01/08	120221	.45 X34	notice of hearing on motion to Dismiss chapter 13 case w/o prejudice
1/8	107510	.45	notice of change of address
01/08	120161	.45	notice of 16.1 ECC
01/08	120101	1.35	PWD Shelley Kronn, chpt 7 trustee, DW DOC Wiener's 2011 tax returns.
01/10	120000	.45	Letter to Client re: Citation Resolved.
01/10	110084	.45 X2	notice of change of address
1/10	110148	.45 X2	notice of change of address
01/10	110219	.45 X3	notice of claim of attorney's Lien

COHEN/JOHNSON, LLC: Postage Log

POSTED

DATE	CLIENT #	AMOUNT	REASON FOR MAILING
03/25	-	\$1.52	TO WARDEN'S HANDOUT RE: LEASE TERMINATION FOR 1000'S PENDING HOLDINGS - STAN
03/25	110017	\$2.52x2	COM: MOTION TO STRIKE REQUEST FOR TRIAL DEMAND
03/26	110212	\$0.46	DEMAND FOR RETURN OF MONIES
03/26	110044	\$0.46	LTR TO CLIENT RE 341 MEETING OF CREDITORS
03/26	120185	\$0.46	LTR TO CLIENT RE 2012 TAX RETURN
03/26	120185	\$0.46	LTR TO CLIENT RE ADVERSITY MATTER
03/27	120349	\$0.46	LTR TO LIBERTY MUTUAL RE VEHICLE REPAIR
03/27	130019	\$0.46	✓ #8883 FOR \$2222.13 FOR FEES & DISBURSEMENTS
03/27	130020 / 130021	\$0.46	LTR TO CLIENT RE: FIRM RATIONALE & NEGOTIATION
03/27	110110	\$1.32	DEF. INITIAL DISCLOSURES PURSUANT TO RULE (8)(1)
03/28	-	\$0.46	STAN: CHECK TO KERR I/P GROUP
03/29	-	\$0.46x3	BILLS - FROM CD
03/29	-	\$0.46x5	BILLS - FROM NEA
03/29	-	\$0.46	✓ FEES STATED TO AL CARUSO
03/29	120001	\$0.46	LTR TO CLIENTS W/ RE NOTICE OF PETITION
03/29	174610	\$0.46	LTR TO V. MARTINO RE BRAND, LTD. & PRIC VIEW AUCTIONS, INC
03/29	130006	\$0.46	LTR W/ CHECK # 8886 FOR DEPOSIT FOR ARBITRATORS FEES
03/29	120161	\$0.46	STIP. & ORDER AUTHORIZING DEFS TO AMEND THEIR ASRS. TO ADD COUNTERCLAIM
03/29	130016	\$0.46	LTR TO CLIENT RE P1 CLAIM
04/01	-	\$0.46	LTR: ANGELA'S APPLICATION FOR APPOINTMENT AS ATTORNEY
04/01	120002	\$0.46	NOC: ORDER GRANTING MOTN 2 W/D AS ATTY OF RECORD FOR PLTF
04/01	110084	\$0.46x3	NOC: ORDER GRANTING MOTN 2 W/D AS ATTY OF RECORD FOR PLTF
04/01	120123	\$0.46x2	NOT. OF TAKING DEPO. OF MCNEELY & PEARSON
04/01	130037	\$0.46	\$45 PAYMENT ✓ # 8890, PLAN LV

FILED
Electronically
09-30-2013:05:39:03 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4032405

Exhibit “7”



JetBlue Business Card from American Express
COHEN JOHNSON DAY
STAN JOHNSON
 Closing Date 08/07/13

TRUE | jetBlue
BLUE

p. 7/15

Account Ending 1-74008

*Travel
Lodging*

Detail Continued

					Amount
07/17/13	PLANET FITNESS PLANEHENDERSON	NV			\$10.00
	MEMBERSHIP CLUB				
07/17/13	PLANET FITNESS PLANEHENDERSON	NV			\$10.00
	MEMBERSHIP CLUB				
07/17/13	THE CHECK DEPOT 0050NORTH VENICE	FL			\$64.79
	941-492-3272				
	Description				
	SPECIALTY RETAIL				
07/17/13	AT&T DATA 190 ALPHARETTA	GA			\$14.99
	800-331-0500				
	Description				
	TELECOMMUNICATIONS				
07/18/13	NIELSENS FROZEN CUSTLAS VEGAS	NV			\$11.85
	7024514711				
	Description	Price			
	MISCL FOOD STORES	\$11.85			
07/18/13	GRAND SIERRA RSRT&CA800-648-9270	NV			\$14.43
	Arrival Date	Departure Date			
	07/15/13	07/18/13			
	00000000				
07/18/13	APPLEBEES 8272216194LAS VEGAS	NV			\$48.76
	702-8378733				
	FOOD/BEVERAGE	\$42.76			
	TIP	\$6.00			
07/18/13	ENTERPRISE RENT A CARENO	NV			\$362.42
	Location	Date			
	Rental: RENO NV	13/07/15			
	Return: RENO NV	13/07/18			
	Agreement Number: 136019888				
	Renter Name: JOHNSON S				
07/19/13	MCDONALD'S M2953 OF LAS VEGAS	NV			\$2.18
	7022907339				
07/19/13	CRAIGSLIST INC CRAIGSAN FRANCISCO	CA			\$25.00
	4155666394				
07/20/13	CAFE RIO MEXICAN GRIHENDERSON	NV			\$33.17
	801-441-5000				
	FOOD	\$33.17			
07/22/13	NVCOURT*4565400 800-228-6081	NV			\$3.50
	COURT FEES				
07/22/13	INTRESYS AZTURBOCOURSAN MATEO	CA			\$6.00
	DIRECT MKTG INTERNET				
07/22/13	PF CHANGS #1500 0076LAS VEGAS	NV			\$82.42
	RESTAURANT				
	FOOD	\$72.42			
	TIP	\$10.00			
07/23/13	MILLWORK HOLDINGS INIRVINE	CA			\$21.89
	949-428-4141				
	Description				
	OFFICE FURNITURE				

120123

120123

Continued on reverse

Detail Continued

					Amount
07/14/13	ARBYS 1897 0081 CEDAR CITY UT				\$4.70
	435-586-8344				
	Description				
	FAST FOOD RESTAURAN				
07/14/13	KFC/AW #525 0480 CEDAR CITY UT				\$16.05
	435-586-3393				
	Description				
	FAST FOOD RESTAURAN				
07/15/13	NVCOURT*4536727 800-228-6081 NV				\$3.50
	COURT FEES				
07/15/13	SBARROS C LAS 403109 LAS VEGAS NV				\$3.66
	702-2614300				
	FOOD			\$3.66	
07/15/13	OFFICE DEPOT 005125 SIGNAL HILL CA				\$60.55
	RETAIL 891194				
07/15/13	USPS POSTAGE STAMPS.888-434-0055 DC				\$50.00
	888-434-0055				
07/15/13	NVCOURT*4538725 800-228-6081 NV				\$3.50
	COURT FEES				
07/15/13	NVCOURT*4536722 800-228-6081 NV				\$281.60
	COURT FEES				
07/16/13	SW AIR DALLAS TX				\$16.00
	SOUTHWEST AIRLINES (MASTE				
	From:	To:	Carrier:	Class:	
	RENO	LAS VEGAS MCCARRAN	WN	K	
		N/A	YY	00	
		N/A	YY	00	
		N/A	YY	00	
	Ticket Number: 5262144678000		Date of Departure: 07/17		
	Passenger Name: COHEN/STEVEN B				
	Document Type: PASSENGER TICKET				
07/16/13	SW AIR DALLAS TX				\$16.00
	SOUTHWEST AIRLINES (MASTE				
	From:	To:	Carrier:	Class:	
	RENO	LAS VEGAS MCCARRAN	WN	K	
		N/A	YY	00	
		N/A	YY	00	
		N/A	YY	00	
	Ticket Number: 5262144677999		Date of Departure: 07/17		
	Passenger Name: JOHNSON/H STAN				
	Document Type: PASSENGER TICKET				
07/16/13	INTRESYS AZTURBOCOURSAN MATEO CA				\$6.00
	DIRECT MKTG INTERNET				
07/16/13	COURTS/USBC-NV-PG 007023886709				\$30.00
	14237760 89101				
	COURT FEES				
07/16/13	NEVADA SECRETARY OF CARSON CITY NV				\$2.00
	7756845733				
07/16/13	NVCOURT*4544352 800-228-6081 NV				\$233.19
	COURT FEES				
07/16/13	USPS POSTAGE STAMPS.888-434-0055 DC				\$50.00
	888-434-0055				

Continued on next page





JetBlue Business Card from American Express
COHEN JOHNSON DAY
STAN JOHNSON
Closing Date 08/07/13

TRUE | jetBlue
BLUE

p. 5/19

Account Ending 1-74008

Detail Continued

									Amount
003 010 00072 R07YGA4A	07/12/13	ENTERPRISE RENT A CARENO	NV						\$234.91 ✓
		Location		Date					
		Rental: RENO NV		13/07/07					
		Return: RENO NV		13/07/12					
		Agreement Number: 135801913							
		Renter Name: JOHNSON S							
	07/12/13	GRAND SIERRA RSRT&CA800-648-9270	NV						\$100.94 ✓
		Arrival Date	Departure Date						
		07/07/13	07/12/13						
		00000000							
003 010 00072 R07YGA4A	07/12/13	MCDONALD'S F36256 00RENO	NV						\$10.63
		9167650359							
	07/12/13	COSTCO DELIVERY 563 LAS VEGAS	NV						\$267.55
		MERCHANDISE							
	07/12/13	FUEGO RENO NV							\$35.54 ✓
		775-322-1800							
	07/13/13	CINEMARK THEATRES 28PROVO	UT						\$36.00
		800-246-3627							
		Description							
		MOTION PICTURE THEA							
003 010 00072 R07YGA4A	07/13/13	THE MALT SHOPPE 801-373-5295							\$12.67
		USFC84604							
	07/13/13	FIVE STAR BBQ COMPANOREM	UT						\$47.18
		801-225-2685							
	07/14/13	SW AIR DALLAS TX							\$423.80 ✓
		SOUTHWEST AIRLINES (MASTE							
		From: To: Carrier: Class:							
		LAS VEGAS MCCARRAN RENO WN K							
		LAS VEGAS MCCARRAN WN Y							
		N/A YY 00							
003 010 00072 R07YGA4A		N/A YY 00							
		Ticket Number: 5262144151369		Date of Departure: 07/15					
		Passenger Name: JOHNSON/H STAN							
		Document Type: PASSENGER TICKET							
	07/14/13	SW AIR DALLAS TX							\$423.80 ✓
		SOUTHWEST AIRLINES (MASTE							
		From: To: Carrier: Class:							
		LAS VEGAS MCCARRAN RENO WN K							
		LAS VEGAS MCCARRAN WN Y							
		N/A YY 00							
003 010 00072 R07YGA4A		N/A YY 00							
		Ticket Number: 5262144151370		Date of Departure: 07/15					
		Passenger Name: COHEN/STEVEN B							
		Document Type: PASSENGER TICKET							
	07/14/13	EAST BAY CREST 00000PROVO	UT						\$36.43
		8013731953							
	07/14/13	TEXACO CEDAR CITY TRCEDAR CITY	UT						\$26.22
		4355864747							
		Description Price							
		FUEL/MISCELLANEOUS \$26.22							
003 010 00072 R07YGA4A		002 UNL PLS							

Continued on reverse

Detail Continued

					Amount
07/07/13	SW AIR	DALLAS	TX		\$224.90 ✓
	SOUTHWEST AIRLINES (MASTE				
	From:	To:	Carrier:	Class:	
	LAS VEGAS MCCARRAN	RENO	WN	K	
		N/A	YY	00	
		N/A	YY	00	
		N/A	YY	00	
	Ticket Number: 5262142555803		Date of Departure: 07/07		
	Passenger Name: COHEN/STEVEN B				
	Document Type: PASSENGER TICKET				
07/07/13	COSTCO GAS #0685 000LAS VEGAS	NV			\$53.84
	7023522050				
07/08/13	NVCOURT*4508631	800-228-6081	NV		\$5.50
	COURT FEES				
07/08/13	CURB SYSTEM	RENO	NV		\$5.00 ✓
	CURB SYSTEM				
	Description				
	MISC. PRODUCTS				
07/08/13	USPS POSTAGE STAMPS.888-434-0055	DC			\$50.00
	888-434-0055				
07/09/13	CURB SYSTEM	RENO	NV		\$5.00 ✓
	CURB SYSTEM				
	Description				
	MISC. PRODUCTS				
07/09/13	NVCOURT*4514822	800-228-6081	NV		\$3.50
	COURT FEES				
07/09/13	NVCOURT*4517213	800-228-6081	NV		\$3.50
	COURT FEES				
07/10/13	ROUNDS BAKERY	RENO	NV		\$46.07 ✓
	775-827-0800				
	Description				
	FOOD/BEVERAGE				
07/10/13	USPS POSTAGE STAMPS.888-434-0055	DC			\$50.00
	888-434-0055				
07/10/13	COURTS/USBC-NV-PG 007023886709				\$30.00
	14218221 89101				
	COURT FEES				
07/10/13	CLEARPLAY CLEARPLAY SALT LAKE CTY	UT			\$7.99
	866-788-6992				
07/12/13	SW AIR	DALLAS	TX		\$256.90 ✓
	SOUTHWEST AIRLINES (MASTE				
	From:	To:	Carrier:	Class:	
	LAS VEGAS MCCARRAN	SALT LAKE CITY	WN	K	
		N/A	YY	00	
		N/A	YY	00	
		N/A	YY	00	
	Ticket Number: S262143740947		Date of Departure: 07/12		
	Passenger Name: JOHNSON/H STANLEY				
	Document Type: PASSENGER TICKET				

Continued on next page



Detail Continued

									Amount
07/04/13	REGAL RED ROCK STADILAS VEGAS	NV							\$23.75
	877-957-3425								
07/05/13	SW AIR DALLAS TX								\$152.80
	SOUTHWEST AIRLINES (MASTE								
	From:	To:	Carrier:	Class:					
	RENO	LAS VEGAS MCCARRAN	WN	S					
		SALT LAKE CITY	WN	S					
		N/A	YY	00					
		N/A	YY	00					
	Ticket Number: 5262142328511				Date of Departure: 07/12				
	Passenger Name: JOHNSON/H STANLEY								
	Document Type: PASSENGER TICKET								
07/05/13	APPLEBEES 8272216194LAS VEGAS	NV							\$18.57
	702-8378733								
	FOOD/BEVERAGE				\$14.57				
	TIP				\$4.00				
07/05/13	COURTS/USBC-NV-PG 007023886709								\$306.00
	14207013 89101								
	COURT FEES								
07/06/13	MACAYO VEGAS 2 0021 LAS VEGAS	NV							\$79.09
	702-736-1898								
	Description								
	FOOD/BEVERAGE								
07/06/13	SONIC DRIVE IN #3431 LAS VEGAS	NV							\$5.00
	7022696614								
07/07/13	CONSUMERREPORTS.ORG 800-333-0663	NY							\$6.95
	INFORMATION								
	KATHLEEN JOHNSON								
	Card Ending 1-71012								
									Amount
06/06/13	RUBIO'S #0207 0000001 HENDERSON,	NV							\$22.67
	7022706097								
06/08/13	CAPRIOTTI'S SANDWICHES LAS VEGAS	NV							\$29.10
	7022604334								
	FOOD/BEVERAGE				\$29.10				
06/10/13	WAL-MART SUPERCENTER LAS VEGAS	NV							\$21.16
	DISCOUNT STORE								
06/10/13	7-ELEVEN 25899 00072 LAS VEGAS	NV							\$2.77
	702-361-4407								
	Description:	Price							
	GAS/MSC9S 15519920	\$2.77							
06/10/13	WENDYS-WOLV #0123 00 LAS VEGAS	NV							\$8.41
	6142940631								
	Description								
	RESTAURANT CHARGES								
06/11/13	USPS 314892955700000 LAS VEGAS	NV							\$5.60
	800-2758777								
06/12/13	COSTCO WHSE #0673 00 HENDERSON	NV							\$12.99
	7023522010								
06/12/13	SMITHS FOOD #4350 008666111979								\$10.87
	8666111979								
	GROCERY STORES								

Continued on next page





JetBlue Business Card from American Express
COHEN JOHNSON DAY
STAN JOHNSON
 Closing Date 07/07/13

TRUE | **jetBlue**
BLUE

p. 11/11

Account Ending 1-74008

Detail Continued

									Amount
006 010 00074 R07YGA4A	07/03/13	SW AIR	DALLAS	TX					\$449.80
		SOUTHWEST AIRLINES (MASTE							
		From:	To:	Carrier:	Class:				
		LAS VEGAS MCCARRAN	RENO	WN	K				
			LAS VEGAS MCCARRAN	WN	K				
			N/A	YY	00				
			N/A	YY	00				
		Ticket Number: 5262141862607							
		Passenger Name: COHEN/STEVEN B							
		Document Type: PASSENGER TICKET							
006 010 00074 R07YGA4A	07/03/13	FEDEX# 558241247226 1-800-622-1147							\$10.71
		802900003178 89119							
		TO: COHEN JOHNSON LLC NV							
		FROM: FEDEX 89119							
		001 Express Save 1LB AWB558241247226							
		FedEx #1-800-622-1147							
	07/03/13	THOMSON REUTERS	EAGAN	MM					\$103.44
		THOMSONREUTERS.COM							
	07/03/13	CURB SYSTEM	RENO	NV					\$5.00
		CURB SYSTEM							
006 010 00074 R07YGA4A		Description							
		MISC. PRODUCTS							
	07/03/13	GOOGLE*SVCSAPSCJDLAMountain View							\$54.16
		ADVERTISING SERVICE							
	07/03/13	ENTERPRISE RENT A CAR	RENO	NV					\$108.20
		Location		Date					
		Rental:	RENO NV	13/06/30					
		Return:	RENO NV	13/07/03					
		Agreement Number: 135642279							
		Renter Name: JOHNSON S							
006 010 00074 R07YGA4A	07/03/13	CHROMETA CHROMETA	SACRAMENTO	CA					\$29.00
		COMPUTER NETWORK/INFO							
	07/03/13	USPS POSTAGE STAMPS	888-434-0055	DC					\$50.00
		888-434-0055							
	07/03/13	GRAND SIERRA RSRT&CA	800-648-9270	NV					\$12.99
		Arrival Date	Departure Date						
		06/30/13	07/03/13						
		00000000							
	07/03/13	NVCOURT*4501473	800-228-6081	NV					\$3.50
		COURT FEES							
006 010 00074 R07YGA4A	07/03/13	NVCOURT*4501468	800-228-6081	NV					\$233.19
		COURT FEES							
	07/04/13	NETFLIX WWW.NETFLIX.LOS GATOS	CA						\$7.99
		WWW.NETFLIX.COM/CC							
	07/04/13	BJS RESTAURANTS 432 LAS VEGAS	NV						\$86.29
		RESTAURANT							
		FOOD/BEVERAGE		\$71.29					
		TIP		\$15.00					
	07/04/13	REGAL RED ROCK STADILAS VEGAS	NV						\$27.00
		877-957-3425							

Detail Continued

					Amount
07/01/13	INTUIT *PAYROLL 800-446-8848	CA			\$463.75
	SOFTWARE				
07/01/13	CLARKEFILEID 800-297-5377	NV			\$30.90
	COURT FEES				
07/01/13	CURB SYSTEM RENO NV				\$5.00
	CURB SYSTEM				
	Description				
	MISC. PRODUCTS				
07/01/13	THOMSON REUTERS EAGAN MN				\$84.74
	THOMSONREUTERS.COM				
07/01/13	CURB SYSTEM RENO NV				\$5.00
	CURB SYSTEM				
	Description				
	MISC. PRODUCTS				
07/01/13	INTRESYS AZTURBOCOURSAN MATEO	CA			\$6.00
	DIRECT MKTG INTERNET				
07/01/13	INTRESYS AZTURBOCOURSAN MATEO	CA			\$6.00
	DIRECT MKTG INTERNET				
07/01/13	INTRESYS AZTURBOCOURSAN MATEO	CA			\$6.00
	DIRECT MKTG INTERNET				
07/01/13	CLARKCO RECORDER NV OLATHE	KS			\$5.33
	702-455-4336				
07/02/13	CURB SYSTEM RENO NV				\$5.00
	CURB SYSTEM				
	Description				
	MISC. PRODUCTS				
07/02/13	ROUNDS BAKERY RENO NV				\$27.91
	775-827-0800				
	Description				
	FOOD/BEVERAGE				
07/02/13	USPS POSTAGE STAMPS.888-434-0055	DC			\$50.00
	888-434-0055				
07/02/13	NVCOURT*4495685 800-228-6081	NV			\$3.50
	COURT FEES				
07/02/13	USPS POSTAGE STAMPS.888-434-0055	DC			\$50.00
	888-434-0055				
07/02/13	8X8, INC. 888-898-875 SAN JOSE	CA			\$453.18
	8888988733				
07/03/13	SW AIR DALLAS TX				\$449.80
	SOUTHWEST AIRLINES (MASTE				
	From:	To:	Carrier:	Class:	
	LAS VEGAS MCCARRAN	RENO	WN	K	
		LAS VEGAS MCCARRAN	WN	K	
		N/A	YY	00	
		N/A	YY	00	
	Ticket Number: 5262141862606		Date of Departure: 07/07		
	Passenger Name: JOHNSON/H STAN				
	Document Type: PASSENGER TICKET				

Continued on next page



Detail Continued

					Amount
06/23/13	WENDYS-WOLV #0134 00	HENDERSON NV			\$7.11
	6142940631				
	Description				
	RESTAURANT CHARGES				
06/23/13	CIRCLE K 03363/CIRCLAS VEGAS	NV			\$51.31
	CONVENIENT S				
	Description				
	CIRCLE K				
	TAX				
06/24/13	REDBOX DVD RENTAL 866-733-2693	IL			\$5.84
	DVD RENTAL				
06/24/13	SONIC DRIVE IN #3431 LAS VEGAS	NV			\$12.06
	7022696614				
06/24/13	NVCOURT*4463968 800-228-6081	NV			\$281.60
	COURT FEES				
06/24/13	NVCOURT*4463964 800-228-6081	NV			\$281.60
	COURT FEES				
06/24/13	SIERRA GOLD JONES 59 LAS VEGAS	NV			\$32.88
	702-221-4120				
06/24/13	USPS POSTAGE STAMPS.888 434-0055	DC			\$50.00
	888-434-0055				
06/24/13	NVCOURT*4463753 800-228-6081	NV			\$3.50
	COURT FEES				
06/24/13	NVCOURT*4461835 800-228-6081	NV			\$3.50
	COURT FEES				
06/24/13	SWANSON HEALTH PRODU800-437-4148	ND			\$55.65
	VITAMINS				
06/25/13	SW AIR DALLAS TX				\$439.80
	SOUTHWEST AIRLINES (MASTE				
	From: To: Carrier: Class:				
	LAS VEGAS MCCARRAN RENO WN K				
	LAS VEGAS MCCARRAN WN K				
	N/A YY 00				
	N/A YY 00				
	Ticket Number: 5262139960957			Date of Departure: 06/30	
	Passenger Name: COHEN/STEVEN B				
	Document Type: PASSENGER TICKET				
06/25/13	NVCOURT*4467631 800-228-6081	NV			\$3.50
	COURT FEES				
06/25/13	NVCOURT*4465152 800-228-6081	NV			\$3.50
	COURT FEES				
06/25/13	MCDONALD'S F22290 00 LAS VEGAS	NV			\$4.84
	7022696322				
06/25/13	AT&T DATA 190 ALPHARETTA GA				\$14.99
	800-331-0500				
	Description				
	TELECOMMUNICATIONS				
06/26/13	VONAGE AMERICA 866-243-4357	NJ			\$16.54
	VONAGE PRICE+TAXES				
06/26/13	CLARKEFILEID 800-297-5377	NV			\$70.00
	COURT FEES				

Continued on next page





JetBlue Business Card from American Express
COHEN JOHNSON DAY
STAN JOHNSON
 Closing Date 07/07/13

TRUE | jetBlue
BLUE

p. 7/19

Account Ending 1-74008

Detail Continued

										Amount
06/19/13	NEVADA SECRETARY OF CARSON CITY	NV								\$425.00
	7756845733									
06/20/13	NVCOURT*4447917 800-228-6081	NV								\$5.50
	COURT FEES									
06/20/13	COSTCO DELIVERY 563 LAS VEGAS	NV								\$191.21
	MERCHANDISE									
06/20/13	NVCOURT*4450128 800-228-6081	NV								\$5.50
	COURT FEES									
06/20/13	LEWIS STREET GARAGE LAS VEGAS	NV								\$8.00
	5104447412									
	Description	Price								
	PARKING LOT/GARAGE	\$8.00								
06/20/13	DEL TACO 0496 542929 LAS VEGAS	NV								\$5.50
	7023840264									
	FOOD/BEVERAGE	\$5.50								
06/21/13	SW AIR DALLAS TX									\$439.80
	SOUTHWEST AIRLINES (MASTE									
	From:	To:	Carrier:	Class:						
	LAS VEGAS MCCARRAN	RENO	WN	K						
		LAS VEGAS MCCARRAN	WN	K						
		N/A	YY	00						
		N/A	YY	00						
	Ticket Number: 5262139277238									
	Passenger Name: JOHNSON/H STAN									
	Document Type: PASSENGER TICKET									
06/21/13	THOMSON REUTERS EAGAN MN									\$98.59
	THOMSONREUTERS.COM									
06/21/13	OFFICE DEPOT 001135 FREMONT CA									\$2.69
	RETAIL 891194									
06/21/13	OFFICE DEPOT 005125 SIGNAL HILL CA									\$153.60
	RETAIL 891194									
06/21/13	GODADDY.COM (480)505-8855									\$13.17
	(480)505-8855									
06/21/13	FAT BURGER #126 5429 HENDERSON NV									\$20.47
	7028987200									
	FOOD/BEVERAGE	\$20.47								
06/21/13	AMC TOWN SQUARE 004704 LAS VEGAS NV									\$21.50
	816-2214000									
06/22/13	OFFICE DEPOT 005125 SIGNAL HILL CA									\$29.17
	RETAIL 891194									
06/22/13	JACK IN THE BOX 7206 LAS VEGAS NV									\$3.22
	800-955-5225									
	Description									
	FAST FOOD RESTAURAN									
06/23/13	REDBOX DVD RENTAL 866-733-2693 IL									\$5.84
	DVD RENTAL									

129923

Continued on reverse

STAN JOHNSON

Account Ending 1-74008

p. 4/19

Detail Continued

				Amount
06/06/13	COSTCO DELIVERY 563 LAS VEGAS NV			\$179.55
	MERCHANDISE			
06/07/13	CIRCLE K 03363/CIRCLLAS VEGAS NV			\$21.94
	CONVENIENT S			
	Description			
	CIRCLE K			
	TAX			
06/07/13	OFFICE DEPOT 005125 SIGNAL HILL CA			\$135.50
	RETAIL 891194			
06/07/13	NIELSENS FROZEN CUSTLAS VEGAS NV			\$10.90
	7024514711			
	Description	Price		
	MISCL FOOD STORES	\$10.90		
06/07/13	JOES NEW YORK PIZZA LAS VEGAS NV			\$40.62
	702-897-1717			
	Description			
	FOOD/BEVERAGE			
06/08/13	NV PORTAL-SOS ONLINECARSON CITY NV			\$500.00
	7756845780			
06/08/13	PACER800-676-6856IR 8006766856			\$741.40
	48.20130608.1591478229			
	Fees			
06/08/13	PACER800-676-6856IR 8006766856			\$200.00
	248.20130608.783178229			
	Fees			
06/08/13	RAISING CANES LAS VEGAS NV			\$13.82
	FAST FOOD RESTAURANT			
	FOOD/BEVERAGE	\$13.82		
06/10/13	CURB SYSTEM RENO NV			\$2.00
	CURB SYSTEM			
	Description			
	MISC. PRODUCTS			
06/10/13	CLEARPLAY CLEARPLAY SALT LAKE CITY UT			\$7.99
	866-788-6992			
06/10/13	NVCOURT*4408514 800-228-6081 NV			\$3.50
	COURT FEES			
06/10/13	SILVER STATE FOOD MARENO NV			\$5.26
	775-825-1765			
	Description			
	GAS/SERVICES			
06/10/13	CLAIM JUMPER RESTAURHENDERSON NV			\$68.50
	601 GREEN VALLEY PARKWAY			
	FOOD/BEVERAGE	\$59.50		
	TIP	\$9.00		
06/11/13	DOLLAR RAC-RENO DOLLRENO NV			\$118.31
	Location	Date		
	Rental: RENO/TAHOE INTL AP NV	13/06/10		
	Return: RENO/TAHOE INTL AP NV	13/06/10		
	Agreement Number: YK1687523			
	Renter Name: JOHNSON			
06/11/13	USPS POSTAGE STAMPS.888-434-0055 DC			\$50.00
	888-434-0055			

Continued on next page



App. 1542



JetBlue Business Card from American Express
COHEN JOHNSON DAY
STAN JOHNSON
Closing Date 06/06/13

TRUE | jetBlue
BLUE

p. 11/

Account Ending 1-74008

Detail Continued

					Amount
0 1 8 0 89119 890	06/05/13	NVCOURT*4390311 800-228-6081 NV			\$3.50
		COURT FEES			
	06/05/13	NVCOURT*4390305 800-228-6081 NV			\$3.50
		COURT FEES			
0 1 8 0 89119 890	06/05/13	BESTBUYMKTPLACE2408 RICHFIELD MN			\$345.91
		888-237-8289			
		Description			
006 009 00065 R07YFA4A		BBY01-584061083051			
	06/05/13	SHELL OIL 5742683060LAS VEGAS NV			\$30.22
		AUTO FUEL DISPENSER			
006 009 00065 R07YFA4A	06/06/13	SW AIR DALLAS TX			\$287.80
		SOUTHWEST AIRLINES (MASTE			
		From: To: Carrier: Class:			
		LAS VEGAS MCCARRAN BURBANK X WN R			
		LAS VEGAS MCCARRAN WN R			
		N/A YY 00			
		N/A YY 00			
		Ticket Number: 5262134938625		Date of Departure: 06/10	
		Passenger Name: COHEN/STEVEN B			
		Document Type: PASSENGER TICKET			
006 009 00065 R07YFA4A	06/06/13	SW AIR DALLAS TX			\$429.80
		SOUTHWEST AIRLINES (MASTE			
		From: To: Carrier: Class:			
		LAS VEGAS MCCARRAN RENO WN K			
		LAS VEGAS MCCARRAN WN K			
		N/A YY 00			
		N/A YY 00			
		Ticket Number: 5262134937930		Date of Departure: 06/10	
		Passenger Name: JOHNSON/H STAN			
		Document Type: PASSENGER TICKET			
 KATHLEEN JOHNSON Card Ending 1-71012					
006 009 00065 R07YFA4A	05/06/13	WENDYS-WOLV #0121 00HENDERSON NV			\$2.14
		6142940631			
		Description			
006 009 00065 R07YFA4A		RESTAURANT CHARGES			
	05/07/13	KOHL'S 667 0667 HENDERSON NV			\$12.97
		702-434-0492			
006 009 00065 R07YFA4A	05/07/13	USPS 314892955700000LAS VEGAS NV			\$8.75
		800-2758777			
	05/07/13	ROSS STORES 00424 42LASVEGAS NV			\$32.08
		FAMILY CLOTHING			
006 009 00065 R07YFA4A	05/07/13	KOHL'S FULFILLMENT CEMIDDLETOWN OH			\$12.82
		0			
	05/08/13	COSTCO WHSE #0673 00HENDERSON NV			\$66.36
		7023522010			

120123

Continued on reverse



JetBlue Business Card from American Express
COHEN JOHNSON DAY
STAN JOHNSON
 Closing Date 06/06/13

TRUE | **jetBlue**
BLUE

p. 7/1

Account Ending 1-74008

Detail Continued

											Amount
0180	05/17/13	FANDANGO.COM	MOVIE TKTS								\$20.00
		MOVIE TKTS									
004 009 00065 R07YFA4A		FANDANGO.COM									
		866-857-5191									
	05/17/13	SONIC DRIVE IN #3431	LAS VEGAS	NV							\$8.51
		7022696614									
	05/17/13	NVCOURT*4324852	800-228-6081	NV							\$5.50
		COURT FEES									
	05/18/13	KFC D212088	420887 LAS VEGAS	NV							\$5.72
		702-3683618									
	05/18/13	ZUPAS HENDERSON 122	HENDERSON	NV							\$15.86
		9460 SO. EASTERN AVENUE									
		FOOD/BEVERAGE				\$15.86					
	05/20/13	COSTCO DELIVERY 563	LAS VEGAS	NV							\$281.99
		MERCHANDISE									
	05/20/13	NVCOURT*4331334	800-228-6081	NV							\$3.50
		COURT FEES									
	05/20/13	NVCOURT*4328814	800-228-6081	NV							\$3.50
		COURT FEES									
	05/21/13	SW AIR	DALLAS	TX							\$429.80
		SOUTHWEST AIRLINES (MASTE									
		From:	To:		Carrier:	Class:					
		RENO	LAS VEGAS MCCARRAN		WN	K					
			RENO		WN	K					
			N/A		YY	00					
			N/A		YY	00					
		Ticket Number: 5262131324754			Date of Departure: 05/23						
		Passenger Name: COHEN/STEVEN B									
		Document Type: PASSENGER TICKET									
	05/21/13	GODADDY.COM	(480)505-8855								\$24.91
		(480)505-8855									
	05/21/13	GODADDY.COM	(480)505-8855								\$207.39
		(480)505-8855									
	05/21/13	LEWIS STREET GARAGE LAS VEGAS		NV							\$10.00
		5104447412									
		Description	Price								
		PARKING LOT/GARAGE	\$10.00								
	05/21/13	WENDYS-WOLV #0123	00LAS VEGAS	NV							\$7.11
		6142940631									
		Description									
		RESTAURANT CHARGES									
	05/21/13	OFFICE DEPOT 005125	SIGNAL HILL	CA							\$50.20
		RETAIL 891194									
	05/22/13	NVCOURT*4336992	800-228-6081	NV							\$281.60
		COURT FEES									
	05/22/13	NVCOURT*4336994	800-228-6081	NV							\$3.50
		COURT FEES									
	05/22/13	SIERRA GOLD 726	SIERRENO	NV							\$17.79
		775-850-1112									

120123

Continued on reverse

Detail Continued

				Amount
05/22/13	BUDGET RENT A CAR RENO NV			\$101.27
	Location	Date		
	Rental: RENO NV	13/05/22		
	Return: RENO NV	13/05/22		
	Agreement Number: 318744392			
	Renter Name: JOHNSON, H STAN			
05/22/13	NVCOURT*4338461 800-228-6081 NV			\$3.50
	COURT FEES			
05/23/13	BEST BUY 358 HENDERSON NV			\$27.01
	ELECTRONICS STORE			
05/23/13	USPS POSTAGE STAMPS.888-434-0055 DC			\$50.00
	888-434-0055			
05/24/13	NVCOURT*4353459 800-228-6081 NV			\$4.00
	COURT FEES			
05/24/13	SUPERMEX RESTAURANT LAS VEGAS NV			\$45.40
	702-436-5200			
	FOOD	\$45.40		
05/24/13	NVCOURT*4350957 800-228-6081 NV			\$3.50
	COURT FEES			
05/24/13	NVCOURT*4353461 800-228-6081 NV			\$4.00
	COURT FEES			
05/24/13	WILDFIRE LANES RESTA HENDERSON NV			\$8.59
	(702)435-4000			
05/25/13	HOMEGOODS #313 000008008880776			\$71.31
	8008880776			
	GENERAL MDSE			
05/25/13	ZUPAS HENDERSON 122 HENDERSON NV			\$4.78
	9460 SO. EASTERN AVENUE			
	FOOD/BEVERAGE	\$4.78		
05/26/13	VONAGE AMERICA 866-243-4357 NJ			\$16.54
	VONAGE PRICE+TAXES			
05/26/13	CLARKEFILEID 800-297-5377 NV			\$70.00
	COURT FEES			
05/26/13	AT&T DATA 190 ALPHARETTA GA			\$14.99
	800-331-0500			
	Description			
	TELECOMMUNICATIONS			
05/27/13	FAMOUS DAVES LAS VEGAS NV			\$81.81
	RESTAURANT			
	FOOD/BEVERAGE	\$71.81		
	TIP	\$10.00		
05/27/13	JOES NEW YORK PIZZA LAS VEGAS NV			\$11.76
	702-897-1717			
	Description			
	FOOD/BEVERAGE			
05/28/13	CLARKEFILEID 800-297-5377 NV			\$30.90
	COURT FEES			
05/28/13	NVCOURT*4360069 800-228-6081 NV			\$3.50
	COURT FEES			

Continued on next page



Detail Continued

					Amount
05/13/13	NVCOURT*4304111	800-228-6081	NV		\$5.50
	COURT FEES				
05/14/13	ADVANTAGE CAR # 2902RENO		NV		\$252.23
	Location		Date		
	Rental: RENO NV		13/05/14		
	Return: RENO NV		13/05/14		
	Agreement Number: 42500018				
	Renter Name: Not Provided				
05/14/13	NEVADA SECRETARY OF CARSON CITY		NV		\$425.00 X
	7756845733				
05/14/13	USPS POSTAGE STAMPS.888-434-0055		DC		\$50.00
	888-434-0055				
05/14/13	NVCOURT*4307902	800-228-6081	NV		\$3.50
	COURT FEES				
05/15/13	NVCOURT*4311463	800-228-6081	NV		\$3.50
	COURT FEES				
05/15/13	PLANET FITNESS HENDEHENDERSON		NV		\$58.00
	MEMBERSHIP CLUB				
05/15/13	COURTS/USBC-NV-PG 007023886709				\$30.00
	14030290 89101				
	COURT FEES				
05/15/13	DEAN'S PLACE SUPPER 702-387-8888		NV		\$33.54
	RESTAURANT				
05/16/13	SW AIR DALLAS TX				\$429.80
	SOUTHWEST AIRLINES (MASTE				
	From: To:		Carrier: Class:		
	LAS VEGAS MCCARRAN RENO		WN K		
	LAS VEGAS MCCARRAN		WN K		
	N/A		YY 00		
	N/A		YY 00		
	Ticket Number: 5262130075169		Date of Departure: 05/20		
	Passenger Name: JOHNSON/H STAN				
	Document Type: PASSENGER TICKET				
05/16/13	NVCOURT*4317691	800-228-6081	NV		\$3.50
	COURT FEES				
05/16/13	NVCOURT*4320323	800-228-6081	NV		\$3.50
	COURT FEES				
05/17/13	FANDANGO.COM MOVIE TKTS				\$20.00
	MOVIE TKTS				
	FANDANGO.COM				
	866-857-5191				
05/17/13	USA GASOLINE 62539 TLAS VEGAS		NV		\$46.28
	0000000000				
	Description Price				
	GAS/OIL \$46.28				
05/17/13	NV PORTAL-SOS ONLINECARSON CITY		NV		\$400.00
	7756845780				
05/17/13	LAW SCHOOL ADMIN SVC215-968-1001		PA		\$229.00
	TESTING				
05/17/13	COURTS/USBC-NV-PG 007023886709				\$30.00
	14039929 89101				
	COURT FEES				

Continued on next page





JetBlue Business Card from American Express
COHEN JOHNSON DAY
STAN JOHNSON
 Closing Date 06/06/13

TRUE | jetBlue
BLUE

p. 5/17

Account Ending 1-74008

Detail Continued

					Amount
05/09/13	ENTERPRISE RENT A CARENO	NV			\$26.08
	Location		Date		
	Rental: RENO NV		13/05/09		
	Return: RENO NV		13/05/09		
	Agreement Number: 134213351				
	Renter Name: JOHNSON S				
05/09/13	NVCOURT*4293036 800-228-6081	NV			\$3.50
	COURT FEES				
05/09/13	MCDONALD'S F36256 00RENO	NV			\$14.08
	9167650359				
05/10/13	NVCOURT*4298164 800-228-6081	NV			\$3.50
	COURT FEES				
05/10/13	FAMOUS DAVES HERNDERSON	NV			\$53.91
	RESTAURANT				
	FOOD/BEVERAGE	\$45.91			
	TIP	\$8.00			
05/10/13	ARBYS 875 LAS VEGAS	NV			\$7.23
	FAST FOOD RESTAURANT				
	Description				
	504080				
05/10/13	NVCOURT*4298477 800-228-6081	NV			\$3.50
	COURT FEES				
05/11/13	FEDEX# 802051424688 1-800-622-1147				\$99.20
	1-800-622-1147				
	TO: GATEWAY CASINOS BC				
	FROM: TONY SANTO 89118				
	001 Priority 8LB AWB802051424688				
	FedEx #1-800-622-1147				
05/11/13	BEST BUY 358 HENDERSON	NV			\$308.07
	ELECTRONICS STORE				
05/11/13	SONIC DRIVE IN #3431 LAS VEGAS	NV			\$7.04
	7022696614				
05/11/13	#06017 ALBERTSONS 00LAS VEGAS	NV			\$7.51
	7022697166				
05/11/13	COSTCO WHSE #0673 00HENDERSON	NV			\$89.26
	7023522010				
05/11/13	CLEARPLAY CLEARPLAY SALT LAKE CTY	UT			\$7.99
	866-788-6992				
05/13/13	ALLSTATE PAYMENT INSURANCE				\$554.30
	7746984820130513 60062				
05/13/13	NVCOURT*4304153 800-228-6081	NV			\$4.00
	COURT FEES				
05/13/13	NVCOURT*4304162 800-228-6081	NV			\$4.00
	COURT FEES				
05/13/13	NVCOURT*4304125 800-228-6081	NV			\$4.00
	COURT FEES				
05/13/13	USPS POSTAGE STAMPS.888-434-0055	DC			\$50.00
	888-434-0055				

120123

Continued on reverse

Detail Continued

									Amount
05/07/13	SW AIR	DALLAS	TX						\$429.80
	SOUTHWEST AIRLINES (MASTE								
	From:	To:		Carrier:	Class:				
	LAS VEGAS MCCARRAN	RENO		WN	K				
		LAS VEGAS MCCARRAN		WN	K				
		N/A		YY	00				
		N/A		YY	00				
	Ticket Number: 5262127937636			Date of Departure: 05/09					
	Passenger Name: JOHNSON/H STAN								
	Document Type: PASSENGER TICKET								
05/07/13	SW AIR	DALLAS	TX						\$429.80
	SOUTHWEST AIRLINES (MASTE								
	From:	To:		Carrier:	Class:				
	LAS VEGAS MCCARRAN	RENO		WN	K				
		LAS VEGAS MCCARRAN		WN	K				
		N/A		YY	00				
		N/A		YY	00				
	Ticket Number: 5262127936996			Date of Departure: 05/08					
	Passenger Name: COHEN/STEVEN B								
	Document Type: PASSENGER TICKET								
05/07/13	BURLINGTON COAT FACTHENDERSON	NV							\$281.04
	FAMILY CLOTHING								
05/07/13	NVCOURT*4281333	800-228-6081	NV						\$3.50
	COURT FEES								
05/07/13	OFFICE DEPOT 005125 SIGNAL HILL	CA							\$88.95
	RETAIL 891194								
05/07/13	COURTS/USBC-NV-PG 007023886709								\$30.00
	14000764 89101								
	COURT FEES								
05/07/13	NVCOURT*4281331	800-228-6081	NV						\$3.50
	COURT FEES								
05/08/13	NVCOURT*4284006	800-228-6081	NV						\$3.50
	COURT FEES								
05/08/13	NVCOURT*4284996	800-228-6081	NV						\$3.50
	COURT FEES								
05/08/13	NVCOURT*4283423	800-228-6081	NV						\$3.50
	COURT FEES								
05/09/13	SW AIR	DALLAS	TX						\$429.80
	SOUTHWEST AIRLINES (MASTE								
	From:	To:		Carrier:	Class:				
	LAS VEGAS MCCARRAN	RENO		WN	K				
		LAS VEGAS MCCARRAN		WN	K				
		N/A		YY	00				
		N/A		YY	00				
	Ticket Number: 5262128457856			Date of Departure: 05/14					
	Passenger Name: JOHNSON/H STAN								
	Document Type: PASSENGER TICKET								
05/09/13	NV PORTAL-SOS ONLINE CARSON CITY	NV							\$125.00
	7756845780								

Continued on next page





JetBlue Business Card from American Express

COHEN JOHNSON DAY

STAN JOHNSON

Closing Date 05/07/13

TRUE
BLUE | JetBlue

p. 7/19

Account Ending 1-74008

Detail Continued

					Amount
0180	04/20/13	PECOS STATION 000000LAS VEGAS NV			\$30.69
		9999999999			
	04/20/13	PSV*MONEY MAP REPORT877-806-4511 MD			\$49.50
		877-806-4511			
004 010 00063 R07YGA4A	04/20/13	APPLEBEES 8272216194LAS VEGAS NV			\$27.14
		702-8378733			
		FOOD/BEVERAGE \$22.14			
		TIP \$5.00			
	04/20/13	SONIC DRIVE IN #4501LAS VEGAS NV			\$7.64
		7028989559			
	04/20/13	NIELSENS FROZEN CUSTLAS VEGAS NV			\$6.65
		7024514711			
		Description Price			
		MISCL FOOD STORES \$6.65			
	04/22/13	DEAN'S PLACE SUPPER 702-387-8888 NV			\$45.01
		RESTAURANT			
	04/22/13	COURTCALL *#55677310-342-0888			\$90.00
		A5567761 89119			
		PROFESSIONAL SERVICES			
	04/23/13	SW AIR DALLAS TX			\$429.80
		SOUTHWEST AIRLINES (MASTE			
		From: To: Carrier: Class:			
		LAS VEGAS MCCARRAN RENO WN K			
		LAS VEGAS MCCARRAN WN K			
		N/A YY 00			
		N/A YY 00			
		Ticket Number: 5262124281431			
		Passenger Name: JOHNSON/H STAN			
		Document Type: PASSENGER TICKET			
	01/23/13	EL POLLO LOCO RESTAULAS VEGAS NV			\$25.38
		7028974777			
		Description			
		RESTAURANT CHARGES			
	04/24/13	NVCOURT*4228338 800-228-6081 NV			\$3.50
		COURT FEES			
	04/24/13	NVCOURT*4231352 800-228-6081 NV			\$3.50
		COURT FEES			
	04/24/13	LEWIS STREET GARAGE LAS VEGAS NV			\$8.00
		5104447412			
		Description Price			
		PARKING LOT/GARAGE \$8.00			
	04/24/13	COSTCO DELIVERY 563 LAS VEGAS NV			\$257.54
		MERCHANDISE			
	04/25/13	NVCOURT*4234369 800-228-6081 NV			\$3.50
		COURT FEES			
	04/25/13	NVCOURT*4236448 800-228-6081 NV			\$4.00
		COURT FEES			
	04/25/13	NVCOURT*4236412 800-228-6081 NV			\$4.00
		COURT FEES			

Continued on reverse



JetBlue Business Card from American Express
COHEN JOHNSON DAY
STAN JOHNSON
 Closing Date 05/07/13

TRUE | jetBlue
BLUE

p. 9/19

Account Ending 1-74008

Detail Continued

									Amount
04/27/13	EL KATIF SHRINE EVENSPOKANE	WA							\$70.00
	5096242762								
04/28/13	GODADDY.COM (480)505-8855								\$121.95
	(480)505-8855								
04/28/13	WENDY'S PASCO 000000PASCO	WA							\$32.06
	5095456320								
	Description								
	RESTAURANT CHARGES								
04/29/13	NVCOURT*4246431 800-228-6081	NV							\$3.50
	COURT FEES								
04/29/13	LEIMBERG INFO SERVICE610-525-6957								\$28.00
	2013042904170022119010								
	CONTINUITY/SUBSCRIPTION								
04/29/13	ALLSTATE PAYMENT INSURANCE								\$426.04
	1696080620130429 60062								
04/29/13	NVCOURT*4246885 800-228-6081	NV							\$3.50
	COURT FEES								
04/29/13	DEAN'S PLACE SUPPER 702-387-8888	NV							\$33.53
	RESTAURANT								
04/29/13	NVCOURT*4246900 800-228-6081	NV							\$3.50
	COURT FEES								
04/30/13	SW AIR DALLAS TX								\$429.80
	SOUTHWEST AIRLINES (MASTE								
	From: To: Carrier: Class:								
	LAS VEGAS MCCARRAN RENO WN K								
	LAS VEGAS MCCARRAN WN K								
	N/A YY 00								
	N/A YY 00								
	Ticket Number: 5262125999829								
	Passenger Name: COHEN/STEVEN P								
	Document Type: PASSENGER TICKET								
04/30/13	THOMSON REUTERS EAGAN MN								\$79.20
	THOMSONREUTERS.COM								
04/30/13	PDFFILLER.COM 9033455733	MA							\$19.99
	903-345-5733								
	Description								
	PDFFILLER.COM								
04/30/13	NV PORTAL-SOS ONLINECARSON CITY	NV							\$325.00
	7756845780								
04/30/13	MCDONALD'S F25947 00HENDERSON	NV							\$3.76
	7022633569								
05/01/13	ADT SECURITY SERVICEADT SECURITY SERVI								\$46.99
	10080727 89119-								
05/01/13	NVCOURT*4259240 800-228-6081	NV							\$3.50
	COURT FEES								
05/01/13	NVCOURT*4259249 800-228-6081	NV							\$5.50
	COURT FEES								
05/02/13	GOOGLE*SVCSAPPSCJDLAMountain View								\$45.40
	ADVERTISING SERVICE								

Continued on reverse

Detail Continued

					Amount
04/16/13	SW AIR DALLAS TX				\$429.80
	SOUTHWEST AIRLINES (MASTE				
	From:	To:	Carrier:	Class:	
	LAS VEGAS MCCARRAN	RENO	WN	K	
		LAS VEGAS MCCARRAN	WN	K	
		N/A	YY	00	
		N/A	YY	00	
	Ticket Number: 5262122725097				Date of Departure: 04/19
	Passenger Name: JOHNSON/H STAN				
	Document Type: PASSENGER TICKET				
04/16/13	NVCOURT*4194542	800-228-6081	NV		\$294.99
	COURT FEES				
04/16/13	NVCOURT*4194551	800-228-6081	NV		\$3.50
	COURT FEES				
04/16/13	LEWIS STREET GARAGE LAS VEGAS		NV		\$6.00
	5104447412				
	Description	Price			
	PARKING LOT/GARAGE	\$6.00			
04/16/13	NVCOURT*4197475	800-228-6081	NV		\$3.50
	COURT FEES				
04/16/13	NVCOURT*4198551	800-228-6081	NV		\$3.50
	COURT FEES				
04/16/13	NV PORTAL-SOS ONLINECARSON CITY		NV		\$325.00
	7756845780				
04/16/13	FAUSTOS MEXICAN GRILHENDERSON		NV		\$13.25
	702-436-5059				
	Description				
	FAST FOOD RESTAURAN				
04/17/13	HOSTGATOR.COM HOUSTON TX				\$71.46
	713-574-5287				
	Description				
	COMPUTER SOFTWARE				
04/18/13	USPS POSTAGE STAMPS.888-434-0055		DC		\$50.00
	888-434-0055				
04/18/13	CODE 42 SOFTWARE INCMINNEAPOLIS		MN		\$149.99
	6123334242				
04/18/13	NVCOURT*4209142	800-228-6081	NV		\$3.50
	COURT FEES				
04/18/13	NVCOURT*4209674	800-228-6081	NV		\$3.50
	COURT FEES				
04/18/13	NVCOURT*4209662	800-228-6081	NV		\$3.50
	COURT FEES				
04/19/13	NVCOURT*4213119	800-228-6081	NV		\$3.50
	COURT FEES				
04/19/13	NVCOURT*4213264	800-228-6081	NV		\$5.50
	COURT FEES				
04/20/13	DOLLAR RAC-RENO DOLLRENO		NV		\$25.23
	Location	Date			
	Rental: RENO/TAHOE INTL AP NV	13/04/19			
	Return: RENO/TAHOE INTL AP NV	13/04/19			
	Agreement Number: YK1633984				
	Renter Name: JOHNSON				

Continued on next page



JetBlue Business Card from American Express
 COHEN JOHNSON DAY
 STAN JOHNSON
 Closing Date 11/06/12

TRUE BLUE | jetBlue

p. 5/21

Account Ending 1-74008

Detail Continued

							Amount
0180 89118 890	10/12/12	SW AIR DALLAS TX					
		SOUTHWEST AIRLINES (MASTE					
		From: LAS VEGAS MCCARRAN	To: RENO	Carrier: WN	Class: K		
			LAS VEGAS MCCARRAN	WN	K		
			N/A	YY	00		
			N/A	YY	00		
		Ticket Number: 5262473849637		Date of Departure: 10/19			
		Passenger Name: JOHNSON/H STAN					
		Document Type: PASSENGER TICKET					
003 011 00117 R07YFA4A	10/12/12	NEVADA SECRETARY OF CARSON CITY NV					\$325.00
		7756845733					
	10/12/12	NVCOURT*3514676 800-228-6081 NV					\$3.00
		COURT FEES					
	10/12/12	COURTS/USBC-NV-PG 007023886709					\$306.00
		13178805 89101					
		COURT FEES					
	10/12/12	CAFE RIO MEXICAN GRIMENDERSON NV					\$21.22
		801-930-6000					
		FOOD					\$21.22
	10/13/12	CIRCLE K 03363/CIRCLLAS VEGAS NV					\$55.38
		CONVENIENT S					
		Description Price					
		CIRCLE K \$55.38					
		TAX					
	10/13/12	GODADDY.COM (480)505-8855					\$20.34
		(480)505-8855					
	10/14/12	FEDEX# 801031244686 1-800-622-1147					\$12.39
		1-800-622-1147					
		TO: GOOGLE INC CA					
		FROM: BRIAN A MORRIS ESQ 89118					
		001 2DAY LTR 1LB AWB801031244686					
		YOUR FEDEX CUSTOM DISCOUNT IS \$1.93					
	10/14/12	ITUNES MUSICUSA ITUNCUPERTINO CA					\$3.87
		ITUNES MUSIC STORE					
	10/14/12	NVCOURT*3516743 800-228-6081 NV					\$3.50
		COURT FEES					
	10/15/12	LAS VEGAS COMM S 702-383-4000 NV					\$53.99
		CABLE SVCS					
	10/15/12	INTUIT *TURBOTAX 800-446-8848 CA					\$99.95
		SOFTWARE					
	10/15/12	NVCOURT*3521661 800-228-6081 NV					\$3.50
		COURT FEES					
	10/16/12	NVCOURT*3525917 800-228-6081 NV					\$3.50
		COURT FEES					
	10/16/12	ALLSTATE PAYMENT 800-255-7828 IL					\$110.72
		INSURANCE					
0108B R07YFA4A 00117	10/16/12	NVCOURT*3527453 800-228-6081 NV					\$3.50
		COURT FEES					

Continued on reverse



JetBlue Business Card from American Express
COHEN JOHNSON DAY
STAN JOHNSON
Closing Date 08/07/12

TRUE | jetBlue
BLUE

p. 5/21

Account Ending 1-74008

Detail Continued

					Amount
003 011 00139 R07YGA4A	07/11/12	OFFICE DEPOT 005125 SIGNAL HILL CA			\$106.36
		RETAIL 891183			
	07/11/12	INTUIT *PAYROLL 800-446-8848 CA			\$415.30
		SOFTWARE			
	07/11/12	OFFICE DEPOT 001078 KENT WA			\$5.21
		RETAIL 891183			
	07/12/12	PANERA BREAD #4080 OHENDERSON NV			\$31.52
		7024344002			
	07/12/12	NVCOURT*3172765 800-228-6081 NV			\$3.50
		COURT FEES			
003 011 00139 R07YGA4A	07/12/12	NVCOURT*3172783 800-228-6081 NV			\$3.50
		COURT FEES			
	07/12/12	DRI*NUANCE 0000 ORDERFIND.COM MN			\$99.99
		DIRECT MKTG INTERNET			
	07/12/12	NVCOURT*3173395 800-228-6081 NV			\$3.50
		COURT FEES			
	07/13/12	FEDEX# 869611030435 1-800-622-1147			\$18.51
		1-800-622-1147			
		TO: HARRY BRAUNSTEIN NY			
		FROM: STAN JOHNSON 89118			
003 011 00139 R07YGA4A		001 2DAY LTR 1LB AWB869611030435			
		YOUR FEDEX CUSTOM DISCOUNT IS \$2.92			
	07/13/12	REDBOX DVD RENTAL 866-733-2693 IL			\$6.49
		DVD RENTAL			
	07/13/12	OFFICE DEPOT 005125 SIGNAL HILL CA			\$65.18
		RETAIL 891183			
	07/13/12	NVCOURT*3173395 800-228-6081 NV			\$3.50
		COURT FEES			
	07/13/12	NEVADA LEGAL NEWS-CO/02-382-2747			\$69.50
		702-382-2747			
003 011 00139 R07YGA4A	07/14/12	SONIC DRIVE IN #3431 LAS VEGAS NV			\$5.38
		7022696614			
	07/14/12	FIVE GUYS #1426 5429 LAS VEGAS NV			\$14.67
		2085220093			
		FOOD/BEVERAGE		\$14.67	
	07/16/12	SW AIR DALLAS TX			\$401.60
		SOUTHWEST AIRLINES (MASTE			
		From: LAS VEGAS MCCARRAN	To: RENO	Carrier: WN	Class: K
			LAS VEGAS MCCARRAN	WN	K
			N/A	YY	00
003 011 00139 R07YGA4A			N/A	YY	00
		Ticket Number: 5262454714731		Date of Departure: 07/23	
		Passenger Name: JOHNSON/HAROLD STAN			
		Document Type: PASSENGER TICKET			
	07/16/12	ALLSTATE PAYMENT 800-255-7828 IL			\$108.66
		INSURANCE			

120123

Continued on reverse

6/6/12

Southwest Airlines - Purchase Confirmation



Thank you for your purchase!

Las Vegas, NV - LAS to Reno/Tahoe, NV - RNO

Air

Confirmation # 4FTH95

Las Vegas, NV - LAS to
Reno/Tahoe, NV - RNO
Wednesday, June 13, 2012 - Thursday,
June 14, 2012

Air Total: \$326.60

Amount Paid

\$326.60

Trip Total

\$326.60

WED

06/13/12 - Reno

AIR

Las Vegas, NV - LAS to Reno/Tahoe, NV - RNO

06/13/2012 - 06/14/2012

Confirmation # 4FTH95

Adult Passenger(s)

Rapid Rewards #

STEVEN COHEN

Subscribe to Flight Status Messaging

DEPART

10:10AM Las Vegas, NV (LAS) to
11:25AM Reno/Tahoe, NV (RNO)

Flight
#2352

Wednesday, June 13, 2012

Travel Time 1 h 15 m
(Nonstop)

WED

RETURN

05:50 PM Reno/Tahoe, NV (RNO) to
07:05 PM Las Vegas, NV (LAS)

Flight
#896

Thursday, June 14, 2012

Travel Time 1 h 15 m
(Nonstop)

THU

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	LAS-RNO	Wanna Get Away Excellent Value	• Tax: \$16.80 • Fare: \$156.80 • Baggage: \$16.80 • Security: \$16.80 • Fuel: \$16.80 • Airport: \$16.80 • Insurance: \$16.80 • Other: \$16.80	1	\$156.80
Return	RNO-LAS	Wanna Get Away Excellent Value	• Tax: \$16.80 • Fare: \$169.80 • Baggage: \$16.80 • Security: \$16.80 • Fuel: \$16.80 • Airport: \$16.80 • Insurance: \$16.80 • Other: \$16.80	1	\$169.80

Enroll in Rapid Rewards and earn at least 1830 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal

\$326.60
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:
\$326.60

Gov't taxes & fees now included

goes toward
110152

Entered in
CRON on 2/12
6/12/12
8

120123
Travel

6/6/12

Southwest Airlines - Purchase Confirmation

Purchaser Name Stan Johnson

Billing Address 6293 Dean Martin Drive, Suite G
Las Vegas, NV US 89118

Form of Payment

Amount Applied

American Express - XXXXXXXXXXXX-4008

\$326.60

Amount Paid

\$326.60

Trip Total

\$326.60

Detail Continued

					Amount
04/27/12	NVCOURT*2914085	800-228-6081	NV		\$3.50
	COURT FEES				
04/28/12	NEVADA SECRETARY OF CARSON CITY		NV		\$325.00
	7756845733				
04/28/12	NEVADA SECRETARY OF CARSON CITY		NV		\$325.00
	7756845733				
04/28/12	GODADDY.COM	(480)505-8855			\$112.95
	(480)505-8855				
04/28/12	NVCOURT*2914280	800-228-6081	NV		\$3.50
	COURT FEES				
04/28/12	NVCOURT*2914261	800-228-6081	NV		\$3.50
	COURT FEES				
04/30/12	NETFLIX NONE	LOS GATOS	CA		\$16.63
	NONE				
04/30/12	THOMSON REUTERS	EAGAN	MIN		\$40.88
	THOMSONREUTERS.COM				
05/01/12	SW AIR	DALLAS	TX	<i>Travel</i>	\$369.60
	SOUTHWEST AIRLINES (MASTE				
	From:	To:	Carrier:	Class:	
	LAS VEGAS MCCARRAN	RENO	WN	Y	
		LAS VEGAS MCCARRAN	WN	Y	
		N/A	YY	00	
		N/A	YY	00	
	Ticket Number: 5262437958150		Date of Departure: 05/03		
	Passenger Name: COHEN/STEVEN B				
	Document Type: PASSENGER TICKET				
05/01/12	SW AIR	DALLAS	TX		\$369.60
	SOUTHWEST AIRLINES (MASTE				
	From:	To:	Carrier:	Class:	
	LAS VEGAS MCCARRAN	RENO	WN	Y	
		LAS VEGAS MCCARRAN	WN	Y	
		N/A	YY	00	
		N/A	YY	00	
	Ticket Number: 5262437958149		Date of Departure: 05/03		
	Passenger Name: JOHNSON/H STAN				
	Document Type: PASSENGER TICKET				
05/01/12	USPS POSTAGE(STAMPS.888-434-0055		CA		\$50.00
	888-434-0055				
05/01/12	OFFICE DEPOT 005125 SIGNAL HILL		CA		\$112.06
	RETAIL 891183				
05/01/12	GYROS TIMES	EASTERN AVE	NV		\$11.23
	7027985590				
05/02/12	INTUIT *QB SOFTW/SUP888-246-8848		CA		\$24.95
	SOFTWARE				
05/02/12	STAMPS.COM	888/434-0055			\$15.99
	0130137138 90405				
05/02/12	8X8, INC. 888-898-875SUNNYVAL		CA		\$308.10
	8888988733				
05/02/12	NATL NOTARY ASSN ECOCHATSWORTH		CA		\$80.45
	800-876-6827				
	Description				
	PROFESSIONAL S				

Continued on next page





JetBlue Business Card from American Express
COHEN JOHNSON DAY
STAN JOHNSON
 Closing Date 02/04/13

TRUE | jetBlue
BLUE

p. 5/11

Account Ending 1-74008

Detail Continued

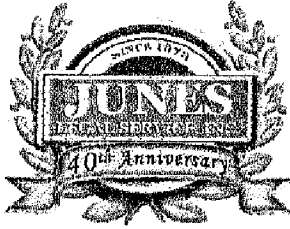
										Amount
003 007 00445 R07YDASA	01/26/13	COSTCO WHSE #0673 00	HENDERSON NV							\$574.02
		7023522010								
	01/26/13	FIREHOUSE SUBS # 7 5	HENDERSON NV							\$21.47
		7025752771								
		FOOD/BEVERAGE				\$21.47				
	01/27/13	FAUSTO'S MEXICAN GRI	HENDERSON NV							\$14.00
		702-436-5059								
		Description								
		FAST FOOD RESTAURAN								
	01/28/13	REDTAPRINTSALE.COM, GLENDALE	CA							\$125.92
003 007 00445 R07YDASA		PRINTED PAPE								
	01/28/13	NVCOURT*3884355 800-228-6081	NV							\$3.50
		COURT FEES								
	01/28/13	BEST BUY 358	HENDERSON NV							\$21.61
		ELECTRONICS STORE								
	01/29/13	SW AIR DALLAS TX								\$399.80
		SOUTHWEST AIRLINES (MASTE								
		From: To: Carrier: Class:								
		LAS VEGAS MCCARRAN RENO WN Y								
		LAS VEGAS MCCARRAN WN K								
003 007 00445 R07YDASA		N/A YY 00								
		N/A YY 00								
		Ticket Number: 5262494708669				Date of Departure: 01/30				
		Passenger Name: COHEN/STEVEN								
		Document Type: PASSENGER TICKET								
	01/29/13	SW AIR DALLAS TX								\$799.80
		SOUTHWEST AIRLINES (MASTE								
		From: To: Carrier: Class:								
		LAS VEGAS MCCARRAN RENO WN Y								
		LAS VEGAS MCCARRAN WN K								
003 007 00445 R07YDASA		N/A YY 00								
		N/A YY 00								
		Ticket Number: 5262494708670				Date of Departure: 01/30				
		Passenger Name: JOHNSON/I: STAN								
		Document Type: PASSENGER TICKET								
	01/29/13	NVCOURT*3888843 800-228-6081	NV							\$3.50
		COURT FEES								
	01/29/13	BRIO LAS VEGAS LAS VEGAS	NV							\$59.48
		RESTAURANT								
		FOOD/BEVERAGE				\$52.48				
003 007 00445 R07YDASA		TIP				\$7.00				
	01/29/13	FIVE GUYS #1426 5429	LAS VEGAS NV							\$14.67
		2085220093								
		FOOD/BEVERAGE				\$14.67				
	01/29/13	NV PORTAL-SOS ONLINE	CARSON CITY NV							\$500.00
		7756845780								
	01/30/13	NVCOURT*3891459 800-228-6081	NV							\$3.50
		COURT FEES								
	01/30/13	THOMSON REUTERS EAGAN	MN							\$79.20
		THOMSONREUTERS.COM								

Continued on reverse

FILED
Electronically
09-30-2013:05:39:03 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4032405

8

Exhibit “8”



Junes Legal Service, Inc.
 630 South Tenth St. Suite B
 Las Vegas, NV 89101
 Federal ID#27-0626741

RUNNER INVOICE

2/1/2013

DR106116

INVOICE DATE

INVOICE #

12023

CLIENT
COHEN-JOHNSON, LLC 255 E WARM SPRINGS STE 100 LAS VEGAS, NV 89119

BILLING INFORMATION
ATTN RIKKI

Runner	Rep	Date of Completion	Time of Completion	Due Upon Receipt
		2/1/2013		2/1/2013
Description			QTY	Amount
RECEIPT OF COPY TO LAXALT & NORMURA ATTN ROBERT DOTSON AT 9600 GATEWAY DR, RENO, NV RUSH SAME DAY BLACK N WHITE COPIES DOCUMENT PREP RE. GOLDEN ROAD MOTOR INN VS SUMONA ISLAM WASHOE COUNTY DISTRICT CT CV12-01171				63.00
				25.00
			22	1.10T
				15.00

**THE SUCCESS OF OUR BUSINESS IS ROOTED IN OUR
 RELATIONSHIPS WITH YOU AS OUR VALUED CLIENT.
 THANK YOU!!**

Sales Tax (8.1%)	\$0.09
Total	\$106.19
Payments/Credits	\$-43.59
Balance Due	\$62.60

NV - Process Servers License # 1068

Phone #	Fax:	E-Mail	Web Site
(702) 579-6300	(702) 259-6249	Deborah@JunesLegal.com	www.JunesLegal.com



Junes Legal Service, Inc.

630 South 10th Street, Suite B
Las Vegas, NV 89101
(702) 579-6300 // (Fax) 259-6249

www.JunesLegal.com

120123

Delivery Receipt

Work Order Number: DR-106116

Law Firm / Attorney: COHEN-JOHNSON, LLC
Attention / Status: RIKKI
Phone Number: 8233500
DUE BY Date / Time: 2013-01-15 15:00:00
Internal Ref Number: 120123
Pickup Location: ATTACHED

Dropoff Location: LAXALT & NOMURA
9600 GATEWAY DRIVE
RENO, NEVADA

Item Description: OPPOSITION WITH ROC

Special Instructions:

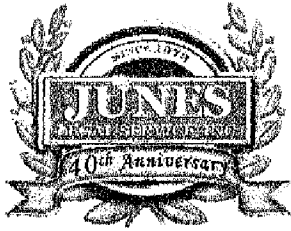
ROC IS ON FRONT OF OPPOSITION PLEASE DROP
OPPOSITION WITH COPY OF ROC AND HAVE THEM SIGN
AND PUT TIME ON ROC BEFORE 3PM ON 1/15 THEN EMAIL
TO ME LATER TODAY TO FILE

☐ FILE ☒ RUSH
☐ COURTESY COPY
☐ MASTER CAL
☐ RETURN COPY
☐ RETURN ORIG

- office use only -

Received by: _____ Date: _____ Time: _____

Fed ID# 27-0626741 //// Limits of Liabilities \$100 per delivery //// NV - Process Servers License # 1068



Junes Legal Service, Inc.
 630 South Tenth St. Suite B
 Las Vegas, NV 89101
 Federal ID#27-0626741

RUNNER INVOICE

2/1/2013 DR106132
 INVOICE DATE INVOICE #

120123

CLIENT
COHEN-JOHNSON, LLC 255 E WARM SPRINGS STE 100 LAS VEGAS, NV 89119

BILLING INFORMATION
ATTN RIKKI

Runner	Rep	Date of Completion	Time of Completion	Due Upon Receipt
		2/1/2013		2/1/2013
Description			QTY	Amount
COURT SERVICE PLACE TRANSCRIPT IN SEALED ENVELOPE MARKED "CONFIDENTIAL IN CAMERA REVIEW ONLY" AND DELIVER WITH OPPOSITION TO SECOND JUDICIAL DISTRICT COURT JUDGE FLANAGAN'S CHAMBERS IN RENO NV RUSH WITHIN 24 TO 48 HOURS BLACK N WHITE COPIES DOCUMENT PREP RE: GOLDEN ROAD MOTOR INN VS SUMONA ISLAM WASHOE COUNTY DISTRICT CT CV12-01171				65.00
				25.00
			26	1.30T
				15.00

**THE SUCCESS OF OUR BUSINESS IS ROOTED IN OUR
 RELATIONSHIPS WITH YOU AS OUR VALUED CLIENT.
 THANK YOU!!**

Sales Tax (8.1%)	\$0.11
Total	\$106.41
Payments/Credits	\$-106.41
Balance Due	\$0.00

NV - Process Servers License # 1068

Phone #	Fax:	E-Mail	Web Site
(702) 579-6300	(702) 259-6249	Deborah@JunesLegal.com	www.JunesLegal.com



Junes Legal Service, Inc.

630 South 10th Street, Suite B
Las Vegas, NV 89101
(702) 579-6300 // (Fax) 259-6249

www.JunesLegal.com

120123

Delivery Receipt

Work Order Number: DR-106132

Law Firm / Attorney: COHEN-JOHNSON, LLC
Attention / Status: RIKKI
Phone Number: 8233500
DUE BY Date / Time: 2013-01-17 17:00:00
Internal Ref Number: 120123
Pickup Location: ATTACHED

Dropoff Location: 2ND JUDICIAL DISTRICT COURT,

Item Description: (1) OPPOSITION, AND (2) TRANSCRIPT

Special Instructions:

PLACE TRANSCRIPT IN SEALED ENVELOPE MARKED
'CONFIDENTIAL IN CAMERA REVIEW ONLY' AND DELIVER
WITH OPPOSITION TO SECOND JUDICIAL DISTRICT COURT,
JUDGE FLANAGAN'S CHAMBERS IN RENO

- | | |
|--|-------------------------------|
| ☐ FILE | ☐ RUSH |
| ☐ COURTESY COPY | |
| ☐ MASTER CAL | |
| ☐ RETURN COPY | |
| ☐ RETURN ORIG | |

- office use only -

Received by: _____ Date: _____ Time: _____

Fed ID# 27-0626741 //// Limits of Liabilities \$100 per delivery //// NV - Process Servers License # 1068

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

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 Corporation, d/b/a ATLANTIS CASINO
12 RESORT SPA
13 Case No.: CV12-01171
14 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
20 X, inclusive.

19 Defendants.

21 **NOTICE OF SUBMISSION OF**
22 **DOCUMENTS IN CAMERA IN SUPPORT OF**
23 **PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY'S FEES**

23 Please Take Notice that Plaintiff GOLDEN ROAD MOTOR INN, INC. d/b/a
24 ATLANTIS CASINO RESORT SPA ("Plaintiff" and/or "ATLANTIS") by and through its
25 counsel, Laxalt & Nomura, Ltd., has submitted its invoices in camera in support of its Motion
26 For Costs and Attorney's. These documents are not a part of the file in this case and are only
27 being provided to the Court in camera pursuant to its request so as not to waive privilege.
28

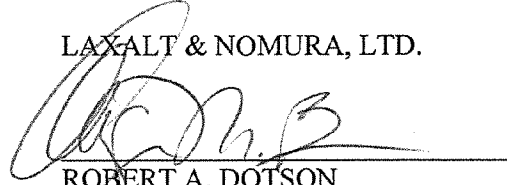
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 1st 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 **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 ///

///

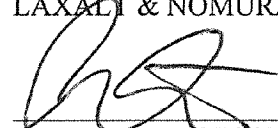
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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:

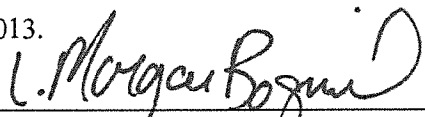
21 Steven B. Cohen, Esq.
22 Stan Johnson, Esq.
23 Terry Kinnally, Esq.
24 Cohen-Johnson, LLC
25 255 E. Warm Springs Rd, Ste 100
26 Las Vegas, NV 89119

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 17 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

FILED

Electronically

08-26-2013:03:58:44 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 3952084

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
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 ///

1 **Findings of Fact**

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

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

7 3. On April 15, 2008, in conjunction with her employment with ATLANTIS,
8 ISLAM also executed an agreement with ATLANTIS concerning its Business Ethics Policy
9 and Code of Conduct Acknowledgement and Conflicts of Interest Statement. This agreement
10 ("Business Ethics Policy"), was again signed by ISLAM on January 23, 2009, February 26,
11 2010 and January 19, 2011. This policy in section 3.1 identifies confidential information as all
12 nonpublic information regarding the company's operation and business activities and those of
13 its customers and suppliers. Nonpublic means any information that is not officially disclosed
14 through means such a press releases or other forms of publication, where it is not common
15 knowledge. Section 4.4 prohibits the disclosure of inside information to persons outside the
16 company or other persons within the company who are not authorized to receive such
17 information. Pursuant to the terms of the Business Ethics Policy, ISLAM agreed not to disclose
18 confidential information including customer lists or customer information (such as player
19 tracking or club information) to any unauthorized persons, either during or after her
20 termination, and not to take any documents or records belonging to ATLANTIS after her
21 departure. She also agreed not to profit from confidential information of ATLANTIS.
22 ISLAM's agreement to the terms of this contract was a condition of her employment with
23 ATLANTIS.

24 4. On April 15, 2008, in conjunction with commencing her employment with
25 ATLANTIS, ISLAM executed the ATLANTIS Company Policy regarding Company Property,
26 Proprietary Information, and Trade Secrets (hereinafter referred to as "Trade Secret
27 Agreement"). This agreement, including any updates, was again signed by ISLAM on January
28 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 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).

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

16 14. The Court finds that the evidence adduced shows that the interference with the
17 property of the ATLANTIS was not severe, that the information, although altered, was not lost
18 and was easily restored. One measure of that is the fact that the damages sought for the
19 restoration expense is de minimus in light of the value of not only Ms. ISLAM's book of trade,
20 which she estimated at \$3.5 to \$4 million, but the operation of the ATLANTIS itself.
21 Therefore, this Court finds that the Plaintiff has failed to establish the elements of conversion
22 and the third cause of action is therefore dismissed.
23
24

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

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

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

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 JUDGMENT**

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

28 ///

///

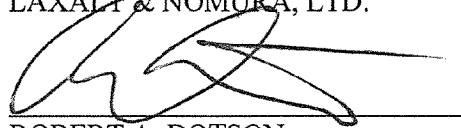
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

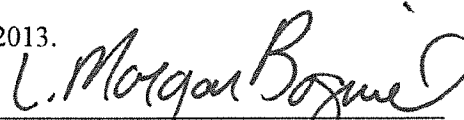
20 addressed as follows:

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 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

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

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~~ ^{that} **PF**
8 ~~objective~~ 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

Berick 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 **2630**
2 MARK WRAY, #4425
3 LAW OFFICES OF MARK WRAY
4 608 Lander Street
5 Reno, Nevada 89509
6 (775) 348-8877
7 (775) 348-8351 fax
8 Attorneys for Defendant SUMONA ISLAM

9
10 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
11
12 IN AND FOR THE COUNTY OF WASHOE

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

16 Plaintiff,

Case No. CV12-01171

17 vs.

Dept. B7

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

25 Defendants.
26 _____/

27 **ISLAM'S OBJECTION TO SUBMISSION OF ATLANTIS ATTORNEYS FEES**
28 **RECORDS FOR *IN CAMERA* REVIEW ONLY**

29 Defendant Sumona Islam objects to the notice served yesterday, October 1, 2013,
30 that Laxalt & Nomura is submitting its attorneys fees records to the Court for *in camera*
31 review only.

The Atlantis has not disclosed any of its billings to Islam. This violates NRCP 54(d)(2), the cases decided thereunder, and Islam's right to procedural Due Process.

The Atlantis can either (1) absorb its own fees and maintain its claims of alleged attorney-client or attorney work product as to the billings; or (2) seek an award of fees but produce the billings for Islam to inspect.

The amount of fees sought by the Atlantis against Islam dwarfs the amount of the judgment. The Atlantis legally cannot refuse to disclose its billings to Islam and simultaneously seek an award of \$347,000 based on those billings.

Islam has the right to examine the evidence being used against her. Islam respectfully objects to yesterday's notice of *in camera* inspection and asks that the motion for fees be denied for failure and refusal of the Atlantis to produce evidence.

Respectfully submitted,

DATED: Oct. 2, 2013

LAW OFFICES OF MARK WRAY

By

MARK WRAY

Attorney for Defendant SUMONA ISLAM

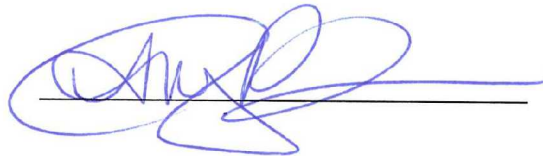
1 CERTIFICATE OF SERVICE

2 The undersigned employee of the Law Offices of Mark Wray certifies that a true
3 copy of the foregoing document was sealed in an envelope with first class postage
4 prepaid thereon and deposited in the U.S. Mail at Reno, Nevada on
5 October 2, 2013 addressed as follows:

6
7 Robert A. Dotson
8 Angela M. Bader
9 Laxalt & Nomura, Ltd.
10 9600 Gateway Drive
11 Reno, Nevada 89521

12 Stan Johnson
13 Terry Kinally
14 Cohen/Johnson
15 255 E. Warm Springs Road, Suite 100
16 Las Vegas, Nevada 89119

17
18
19
20
21
22
23
24
25
26
27
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

The undersigned certifies that this document does not contain the Social Security number of any person.

DATED: Oct. 2, 2013

Mark Wray
MARK WRAY

1 **2430**
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 **PLAINTIFF'S MOTION TO RETAX**
24 **COSTS OF DEFENDANT GRAND SIERRA RESORT**

25 Plaintiff GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT
26 SPA ("Plaintiff" and/or "ATLANTIS"), by and through its attorneys, Laxalt & Nomura, Ltd.,
27 moves the Court to retax certain costs submitted by Defendant MEI-GSR HOLDINGS LLC
28 d/b/a GRAND SIERRA RESORT ("GSR") on the grounds that they exceed statutory amounts
and are unreasonable, unnecessary, unverified, not itemized and not proven to have been paid in

1 this matter. This Motion is made and based upon the pleadings and papers on file herein and the
2 attached Memorandum of Points and Authorities.

3 **MEMORANDUM POINTS AND AUTHORITIES**

4 **I.**

5 **STATEMENT OF FACTS**

6
7 ATLANTIS began this action by filing its Verified Complaint for Damages against
8 Defendants on April 27, 2012. It filed an Amended Verified Complaint for Damages against
9 Defendants on May 7, 2012. On May 9, 2012, it obtained a Temporary Restraining Order
10 against Defendant SUMONA ISLAM ("ISLAM"). On July 5, 2012 this Temporary Restraining
11 Order was extended against Defendant ISLAM and also entered against Defendant GSR. The
12 parties then stipulated to a Preliminary Injunction under the same terms of the Temporary
13 Restraining Order against Defendants which was in effect August 24, 2012 through July 18,
14 2013¹. Plaintiff commenced a bench trial against both Defendants on July 1, 2013 which was
15 completed on July 18, 2013. The Court found for Plaintiff on the breach of contract and trade
16 secret claims against Defendant ISLAM and awarded total compensatory damages in the amount
17 of \$23,874 and punitive damages in the amount of \$20,000. The Court also awarded Plaintiff, as
18 a prevailing party, its fees and costs. The Court found for GSR on all claims against it and
19 awarded GSR its costs and attorney's fees.
20

21
22 On September 30, 2013, GSR filed its Memorandum of Costs. Notably, pursuant to the
23 Memorandum of Costs of the ATLANTIS, it has requested that all costs of GSR as a prevailing
24 Defendant be passed through the Plaintiff and taxed against ISLAM as a non-prevailing
25 Defendant. Thus, it would be incumbent upon ISLAM to move to retax the costs of GSR, unless
26 pursuant to GSR and ISLAM's agreement concerning ISLAM's defense, GSR is ultimately
27

28 ¹ On May 3, 2013, the Court dissolved that portion of the Preliminary Injunction against ISLAM that prohibited her
from working as a Casino Host.

1 bearing this expense as well. In any event, ATLANTIS seeks to again make clear in this Motion
2 to Retax that it seeks that GSR's costs be passed through it and taxed against ISLAM. *See*
3 Plaintiff's Memorandum of Costs and Motion For Costs and Attorney's Fees.

4 II.

5 ARGUMENT

6 A. Legal Standard

7 The prevailing party through a Memorandum of Costs under NRS 18.110 must show how
8 the claimed costs were necessary to and incurred in the action and provide sufficient justifying
9 documentation and specific itemization demonstrating the reasonableness and accuracy of the
10 costs claimed. *See Waddell v. L.V.R.V. Inc.*, 122 Nev. 15, 125 P.3d 1160, 1166-67 (2006);
11 *Bobby Berosini, Ltd. v. People for the Ethical Treatment of Animals*, 114 Nev. 1348, 1352-53,
12 971 P.2d 383 (1998). Merely filing a motion for attorney's fees and costs and signing the motion
13 pursuant to NRCP 11 is not sufficient verification of the incurred costs. *See Vill. Builders 96 v.*
14 *U.S. Labs.*, 121 Nev. 261, 277-78, 112 P.3d 1082, 1093 (2005) (requiring justifying
15 documentation for each individual item of costs, and substantiating the reason for such costs,
16 rather than merely providing documentation to support that the amount of the total costs is
17 reasonable).

18 Pursuant to NRS 18.110(4), an adverse party may move the district court to retax and
19 settle the costs within three days after service of a copy of the memorandum of costs. A party
20 challenging costs must seek to obtain an itemization of the costs claimed and attempt to
21 demonstrate that the costs claimed are not authorized and/or unreasonable in amount. *See*
22 *Schwartz v. Estate of Greenspun*, 110 Nev. 1042, 150-52, 881 P.2d 638 (1994). Finally,
23 although the district court has discretion in determining what expenses are necessary, such
24 expenses must be necessarily incurred as a matter of course in litigation, not merely helpful or
25
26
27
28

1 advantageous in the particular case. *Bergmann v. Boyce*, 109 Nev. 670, 681-82, 856 P.2d 560
2 (1993).

3 **B. GSR's Expert Witness Costs Of \$18,026.15 Are Unreasonable In Amount, Exceed**
4 **The Statutory Limit Of \$1,500, Are Not Itemized And Do Not Meet The Burden**
5 **Required To Exceed The Statutory Limit**

6 GSR, failing to itemize the expert witness fees of Jeremy Aguero, offers only three
7 interim progress billings and one final billing. The first interim progress billing on December
8 31, 2012 for \$8,387.50 does not explain what Mr. Aguero did to earn this fee, that it was for
9 expert testimony or that it was a necessity as to require a fee larger than \$1,500. In fact, his
10 hourly rate is not even specified let alone the amount of hours worked or what he did.

11 The second interim progress billing on April 30, 2013 for \$1,262.50 also does not state
12 what the expert did to earn this fee and therefore does not meet the burden of showing that the
13 circumstances surrounding this expense were for the expert's testimony or that it necessarily
14 required a larger fee.
15

16 The third interim progress billing for \$3,675 on May 31, 2013 also fails to explain what
17 Mr. Aguero did to earn this fee, that it involved circumstances surrounding his testimony or that
18 the circumstances were a necessity as to require a fee larger than \$1,500.

19 The final billing on July 22, 2013 for Mr. Aguero is in the amount of \$4,701.15.
20 Although it does itemize airfare and a rental car, it does not itemize what, if anything, Mr.
21 Aguero did to earn this fee, nor show that the circumstances surrounding this expense were for
22 his testimony nor that such circumstances were a necessity as to require a fee larger than \$1,500.
23

24 GSR ultimately fails to provide sufficient justifying documentation and specific
25 itemization to demonstrate the reasonableness and accuracy of the expert fees claimed, that the
26 fees were for his expert deposition and trial testimony and that the circumstances surrounding the
27 testimony necessarily required a fee larger than \$1,500. As such, this claimed cost should be
28 limited to \$1,500.

1 **C. Certain Of The Official Reporter Costs Claimed By GSR Are Unreasonable**

2 ATLANTIS objects to the claimed costs for Volumes 1 and 2 of the trial transcripts in the
3 amount of \$2,073.24. This expense is simply not a cost of the litigation, but is a litigation choice
4 made by defense counsel to order daily trial transcripts. It is not compensation for the official
5 reporter. As such, ATLANTIS objects to \$2,073.24 for Volumes 1 and 2 of the trial transcripts
6 as they were not a reasonable and necessary cost of the litigation and not compensation for the
7 official reporter. GSR's official reporter costs should therefore be limited to \$862.00.
8

9 **D. GSR's Claimed Travel And Lodging Incurred For Taking Depositions And**
10 **Conducting Discovery And Trial Is Unnecessary And Unreasonable, Not Itemized**
11 **And Are Not Shown To Have Been Paid**

12 Although reasonable costs for travel and lodging incurred in taking depositions and
13 conducting discovery are allowed pursuant to NRS 18.005(15), all the depositions, discovery and
14 trial took place in the Second Judicial District in and for Washoe County, where this action was
15 filed and venued. There were no out of venue depositions or discovery conducted. While GSR
16 had the right to select out of town counsel to defend it, that choice and any travel and lodging
17 expense related to it should come with a price tag to only GSR, and should not be a reasonable
18 and necessary cost taxed against the ATLANTIS. Moreover, GSR attaches the American
19 Express bills of Stan Johnson and, in a cryptic fashion, attempts to assign a case number to
20 support that some of these expenses were actually and necessarily incurred in this action.
21

22 First, GSR's attempt fails because it does not provide sufficient justifying documentation
23 and specific itemization to demonstrate the reasonableness and accuracy of the costs claimed.
24 *See Waddell and Vill. Builders 96 supra.* Additionally, there is no documentation setting forth
25 that these alleged incurred expenses were actually paid.

26 Second, ATLANTIS objects to all of the airfare, car rental and hotel expenses for out-of-
27 town counsel. ATLANTIS additionally objects to all the expenses for Steve Cohen as a
28 duplicate charge to that of Stan Johnson. It is not reasonable or necessary to incur the costs for

1 one out-of-town attorney, let alone two, especially when Mr. Cohen did not actively participate
2 in the defense of the case at trial or deposition.² To the contrary, Plaintiff and ISLAM
3 reasonably defended this matter with only one attorney showing up to all hearings, depositions,
4 and trial.³

5 Perhaps the easier way to address this category of costs requested by GSR is by what
6 costs ATLANTIS does not dispute. This would be meals and parking during deposition or trial
7 amounting to \$109.58 and \$32.00 respectively, for a total of \$141.58. Upon proof that these
8 costs were actually paid, Plaintiff does not object to them.

10 III.

11 CONCLUSION

12 Based on the foregoing, ATLANTIS respectfully requests that the Court retax Defendant
13 GSR's costs, allowing for \$7,214.14 in costs upon proof of payment rather than the \$37,009.74
14 requested, as follows:

- 15
- 16 • \$200.00 for filing fees,
 - 17 • \$3,843.95 for deposition reporting fees,
 - 18 • \$1,500.00 for expert witnesses pursuant NRS 18.005,
 - 19 • \$862.00 for official reporter compensation,
 - 20 • \$225.21 for photocopies,
 - 21 • \$228.80 for postage,
 - 22 • \$141.58 for meals and parking incurred during depositions and trial; and
 - 23 • \$212.60 for runner service⁴.

24 TOTAL = \$7,214.14

25 ///

26 ///

27 ² Indeed, although in attendance at trial, Counsel Cohen did not attend any depositions.

28 ³ Specifically, Plaintiff objects to airfare for Steve Cohen in the amount of \$4,369.50, airfare for Stan Johnson in the amount of \$4,601.10, car rental for Stan Johnson in the amount of \$1,203.42 and a hotel at the Grand Sierra Resort for Stan Johnson in the amount of \$128.36, for a grand total of \$10,302.38. Notably, when all of the travel/lodging expenses that GSR claims were incurred for this action are totaled, they amount to only \$10,443.96 rather than the \$11,337.79 submitted by GSR.

⁴ GSR also did not prove that the runner services were actually paid.

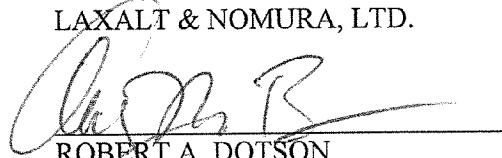
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 3rd 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
2 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

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

6 Appellant/Cross-Respondent,
7 vs.

8 SUMONA ISLAM, an individual,
9 Respondent/Cross-Appellant
10 and

11 MEI-GSR HOLDINGS LLC, a Nevada
12 limited liability company d/b/a GRAND
13 SIERRA RESORT which claims to be
14 the successor in interest to NAV-RENO-
15 GS, LLC,

16 Respondent.

17 SUMONA ISLAM, an individual,
18 Appellant
19 vs.

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

23 Respondent.

24 MEI-GSR HOLDINGS LLC d/b/a
25 GRAND SIERRA RESORT,

26 Appellant/Cross-Respondent,
27 vs.

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

Respondent/Cross-Appellant.

Electronically Filed
Sep 03 2014 08:49 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

Case No.: 64349

Case No.: 64452

Case No.: 65497

**JOINT APPENDIX
VOLUME VII**

1 ROBERT A. DOTSON
Nevada State Bar No. 5285
2 ANGELA M. BADER
Nevada State Bar No. 5574
3 LAXALT & NOMURA, LTD.
4 9600 Gateway Drive
5 Reno, Nevada 89521
6 (775) 322-1170
7 Email: rdotson@laxalt-nomura.com
8 abader@laxalt-nomura.com
9 Attorneys for
10 Atlantis Casino Resort Spa

11 MARK WRAY
Nevada State Bar No. 4425
12 LAW OFFICE OF MARK WRAY
608 Lander Street
13 Reno, NV 89509
14 Email: mwrap@markwraylaw.com
15 Attorneys for Sumona Islam

ROBERT L. EISENBERG
Nevada State Bar No. 950
LEMONS, GRUNDY & EISENBERG
6005 Plumas St, 3rd Floor
Reno, NV 89519
(775) 786-6868
Email: rle@lge.net
Attorneys for
Atlantis Casino Resort Spa

STEVEN B. COHEN
Nevada State Bar No. 2327
STAN JOHNSON
Nevada State Bar No. 265
TERRY KINNALLY
Nevada State Bar No. 6379
COHEN/JOHNSON
255 E. Warm Springs Rd, Ste 100
Las Vegas, NV 89119
Email: scohen@cohenjohnson.com
sjohnson@cohenjohnson.com
tkinnally@cohenjohnson.com
Attorneys for Grand Sierra Resort

INDEX

VOLUME I

Verified Complaint For Damages (04-27-12)	App. 0001-0013
Ex-Parte Motion For Temporary Restraining Order and Motion For Preliminary Injunction (05-03-12)	App. 0014-0079
Affidavit of Robert Dotson In Support of Motion For Temporary Restraining Order (05-03-12)	App. 0080-0083
Affidavit of Service of Sumona Islam of the Summons and Complaint (05-04-12)	App. 0084-0088
Amended Verified Complaint For Damages (05-07-12)	App. 0089-0103
Plaintiff's Notice of NRCP 7.1 Disclosure (05-08-12)	App. 0104-0106
Order Granting Ex Parte Motion For Temporary Restraining Order Against Defendant Sumona Islam (05-09-12)	App. 0107-0110
Notice of Entry of Order Granting Ex Parte Motion For Temporary Restraining Order Against Defendant Sumona Islam (05-10-12)	App. 0111-0119
Minutes of the Court re: 05/07/12 Application For TRO Hearing (05-14-12)	App. 0120-0123
Notice of Appearance (05-15-12)	App. 0124-0127
Peremptory Challenge of Judge (05-15-12)	App. 0128-0131
Notice of Peremptory Challenge of Judge (05-15-12)	App. 0132-0135
Case Assignment Notification (05-16-12)	App. 0136-0138
Hearing Brief (05-17-12)	App. 0139-0222
Plaintiff's List of Exhibits (05-17-12)	App. 0223-0226
Answer to Amended Complaint For Damages (05-31-12)	App. 0227-0233
Defendant Islam's Answer to Plaintiff Golden Road's Amended Verified Complaint For Damages (06-01-12)	App. 0234-0239
Order Directing Ramdom (sic) Assignment (06-05-12)	App. 0240-0241
Case Assignment Notification (06-05-12)	App. 0242-0244
Order Denying Assignment to Business Court B7 (06-06-12)	App. 0245-0246
Objection to Court's Order Denying Peremptory Challenge of Judge; Request For Hearing (06-08-12)	App. 0247-0250

VOLUME II

1	Order Directing Random Reassignment (6-11-12)	App. 0251-0253
2	Minutes of the Court re: 06/20/12 Status Hearing (6-21-12)	App. 0254-0256
3	Joint Case Conference Report (06-29-12)	App. 0257-0273
4	Pretrial Order (07-02-12)	App. 0274-0279
5	Order Granting 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, Inc. (07-05-12)	App. 0280-0283
6	Notice of Entry of Order (07-05-12)	App. 0284-0292
7	Notice of Posting Bond (07-06-12)	App. 0293-0298
8	Affidavit of Counsel In Support of Plaintiff's Motion For Partial Summary Judgment (08-22-12)	App. 0299-0302
9	Addendum to Motion for Partial Summary Judgment (08-22-12)	App. 0303-0306
10	Motion For Partial Summary Judgment (08-23-12)	App. 0307-0328
11	Stipulation For Preliminary Injunction (08-24-12)	App. 0329-0337
12	Order on Stipulation For Preliminary Injunction (08-24-12)	App. 0338-0339
13	Notice of Entry of Order (08-24-12)	App. 0340-0346
14	Stipulated Protective Order (08-27-12)	App. 0347-0357
15	Notice of Entry of Order (08-28-12)	App. 0358-0373
16	Amended Joint Case Conference Report (09-10-12)	App. 0374-0423
17	Opposition of Sumona Islam to Atlantis Motion For Partial Summary Judgment (09-10-12)	App. 0424-0456
18	Opposition to Motion For Partial Summary Judgment (09-13-12)	App. 0457-0479
19	Motion to Dissolve Preliminary Injunction (02-07-13)	App. 0480-0484
20	Stipulation to Continue Trial and Related Discovery (02-12-13)	App. 0485-0489
21	Non-Opposition to Motion to Dissolve Preliminary Injunction (02-12-13)	App. 0490-0492
22	Supplemental Opposition to Motion For Partial Summary Judgment (02-15-13)	App. 0493-0499

VOLUME III

Supplemental Opposition of Sumona Islam to Atlantis Motion For Partial Summary Judgment (02-19-13).....	App. 0500-0507
Plaintiff's Opposition to Defendant Sumona Islam's Motion to Partially Dissolve Preliminary Injunction and Countermotion to Continue Preliminary Injunction (02-22-13).....	App. 0508-0551
Reply In Support of Motion to Dissolve Preliminary Injunction and Opposition to Motion to Continue Injunction (02-25-13)	App. 0552-0556
Reply In Support of Plaintiff's Motion to Continue Preliminary Injunction (03-04-13)	App. 0557-0561
Reply to Islam's Oppositions to Motion For Partial Summary Judgment (03-22-13).....	App. 0562-0587
Affidavit of Counsel in Support of Plaintiff's Reply to Islam's Oppositions to Motion For Partial Summary Judgment (03-22-13).....	App. 0588-0591
Affidavit of Debra Robinson in Support of Plaintiff's Reply to Islam's Oppositions to Motion for Partial Summary Judgment (03-22-13).....	App. 0592-0594
Reply to GSR's Oppositions to Motion For Partial Summary Judgment (03-22-13).....	App. 0595-0617
Affidavit of Counsel in Support of Plaintiff's Reply to GSR's Oppositions to Motion For Partial Summary Judgment (03-22-13)	App. 0618-0620
Order [granting Motion to Dissolve Preliminary Injunction] (04-25-13)	App. 0621-0623
Order [vacating Order granting Motion to Dissolve Preliminary Injunction] (04-30-13)	App. 0624-0626
Order [partially dissolving Preliminary Injunction] (05-02-13)	App. 0627-0628
Order [denying Plaintiff's Motion for Partial Summary Judgment] (05-07-13)	App. 0629-0632
Plaintiff's Motions in Limine (05-28-13).....	App. 0633-0672
Motion in Limine (05-28-13)	App. 0673-0683

///

///

///

VOLUME IV – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

Motion to Exclude Testimony of Brandon McNeeley Either in Support of Plaintiff's Case or in Rebuttal to The Testimony of Defendant's Expert Jeremy Aguararo (sic) and All Evidence of Damages Based on Theoretical Revenue, Lost Gambler (sic) Days and Life Time Value of Players (05-29-13)	App. 0684-0764
Motion For Partial Summary Judgment (06-03-13)	App. 0765-0773
Islam's Opposition to Atlantis Motion in Limine (06-07-13)	App. 0774-0779
Plaintiff's Opposition to Defendants' Motions in Limine (06-07-13)	App. 0780-0794
Affidavit of Counsel in Support of Plaintiff's Opposition to Defendants' Motions in Limine (06-07-13)	App. 0795-0879
Alternative Opposition to GSR's Motion For Partial Summary Judgment (06-14-13)	App. 0880-0893
Affidavit of Counsel in Support of Alternative Opposition to GSR's Motion For Partial Summary Judgment (06-14-13)	App. 0894-0897
Defendant GSR's Objection to Plaintiff Golden Road's Pre-Trial Disclosure of Witnesses and Exhibits (06-14-13)	App. 0898-0905
Defendant Sumona Islam's Joinder in Grand Sierra's Objections to the Atlantis' Pre-Trial Disclosures (06-14-13)	App. 0906-0909
Trial Statement of Defendant Sumona Islam (06-26-13)	App. 0910-0925

VOLUME V – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

Plaintiff's Trial Statement (06-26-13)	App. 0926-1042
Defendant GSR's Trial Statement Pursuant to Local Rule 5 (06-27-13)	App. 1043-1064
Minutes of the Court re: 06/10/13 Pre-Trial Conference (06-27-13)	App. 1065-1066
Order Substituting Defendant and Changing Caption (07-01-13)	App. 1067-1068
Minutes of the Court re: 7/1/13 Bench Trial (Days 1 – 11) including the Exhibit List (07-26-13)	App. 1069-1090

1 Plaintiff's Verified Memorandum of Costs (08-05-13)App. 1091-1159

2 Defendant Sumona Islam's
Motion to Retax Costs (08-07-13).....App. 1160-1167

3 **VOLUME VI – FILED UNDER SEAL**

4 **This Volume is filed under seal pursuant to the Stipulated Protective Order
entered on August 27, 2012 by the district court (2 App. 347-357) and by
order of the district court during trial (19 App. 3948:12-13).**

5
6 Submission of Proposed Findings of
Fact and Conclusions of Law (08-13-13).....App. 1168-1212

7 Plaintiff's Opposition to Defendant Sumona
Islam's Motion to Retax Costs (08-19-13).....App. 1213-1219

8
9 Affidavit of Counsel in Support of Plaintiff's
Opposition to Defendant Sumona Islam's
Motion to Retax Costs (08-19-13).....App. 1220-1226

10 Plaintiff's Motion For Costs and Attorney's Fees (08-21-13)App. 1227-1260

11
12 Affidavit of Counsel in Support of Plaintiff's
Motion For Costs and Attorney's Fees (08-21-13)App. 1261-1294

13 Findings of Fact and Conclusions of
Law and Order (08-26-13).....App. 1295-1310

14
15 Notice to Set Status Hearing (08-29-13)App. 1311-1313

16 Defendant Sumona Islam's Reply in Support
of Motion to Retax Costs (09-03-13)App. 1314-1318

17 Islam's Opposition to Atlantis' Motion For
Attorney's Fees and Costs (09-03-13).....App. 1319-1382

18
19 Plaintiff's Reply in Support of Motion For
Costs and Attorney's Fees (09-10-13).....App. 1383-1391

20 Grand Sierra Resort's Submission of Proposed
Findings of Fact and Conclusions of Law (09-23-13)App. 1392-1410

21
22 **VOLUME VII**

23 Objection to Findings of Fact and Conclusions
of Law Submitted by Defendant
Grand Sierra Resort (09-24-13).....App. 1411-1425

24
25 Affidavit of Counsel in Support of Objection
To Findings of Fact and Conclusions of Law
Submitted by Defendant Grand Sierra Resort (09-24-13).....App. 1426-1454

26
27 Minutes of the Court
re: 09/24/13 Status Hearing (09-25-13)..... App. 1455

28 ///

1	Findings of Fact and Conclusions of Law and Judgment (09-27-13)	App. 1456-1462
2	Memmorandum (sic) of Costs (09-30-13).....	App. 1463-1562
3	Notice of Submission of Documents in Camera in Support of Plaintiff's Motion For Costs and Attorney's Fees (10-01-13).....	App. 1563-1565
4		
5	Notice of Entry of Findings of Fact and Conclusions of Law and Order (10-01-13)	App. 1566-1586
6	Notice of Entry of Findings of Fact and Conclusions of Law and Judgment (10-01-13)	App. 1587-1598
7		
8	Islam's Objection to Submission of Atlantis Attorneys Fees Records For In Camera Review Only (10-02-13).....	App. 1599-1602
9	Plaintiff's Motion to Retax Costs of Defendant Grand Sierra Resort (10-03-13)	App. 1603-1610
10		
11	Reply to Plaintiff's Objection to Defendant GSR's Memmorandum (sic) of Costs (10-09-13).....	App. 1611-1624
12	Reply in Support of Plaintiff's Motion to Retax Costs of Defendant Grand Sierra Resort (10-17-13).....	App. 1625-1630
13		
14	Motion For Award of Attorney's Fees and Costs to Defendant GSR Pursuant to NRS 600A.060, NRCF 68 and NRS 17.115 (10-19-13).....	App. 1631-1654
15		

VOLUME VIII

16		
17	Affidavit of Counsel in Support of Motion For Award of Attorney's Fees and Costs to Defendant GSR Pursuant to NRS 600A.060, NRCF 68 and NRS 17.115 (10-19-13).....	App. 1655-1770
18		
19	Notice of Submission of Documents In Camera in Support of Defendant GSR's Motion for Award of Attorney's Fees and Costs (10-19-13).....	App. 1771-1773
20		
21	Notice of Appeal [Atlantis] (10-30-13)	App. 1774-1812
22	Islam's Response to Grand Sierra's Motion for Attorneys Fees (11-01-13)	App. 1813-1817
23	Plaintiff's Opposition to GSR's Motion For Award of Attorney's Fees and Costs (11-04-13)	App. 1818-1831
24		

VOLUME IX – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

25		
26		
27	Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Motion For Award of Attorney's Fees and Costs (11-04-13).....	App. 1832-1906
28		

1	Plaintiff's Motion to Stay Enforcement of Judgment	
2	and For Injunction Pending Appeal (11-04-13)	App. 1907-2009
3	Order [for GSR to resubmit invoices] (11-06-13)	App. 2010-2012
4	Notice of Appeal [Islam] (11-08-13)	App. 2013-2016
5	Order [awarding attorney's fees and costs] (11-08-13)	App. 2017-2022
6	Defendant Sumona Islam's Motion For Order	
7	to File Attorneys Fees Records of Atlantis in	
8	the Official Court Record (11-13-13)	App. 2023-2028
9	Amended Notice of Appeal [Islam] (11-15-13)	App. 2029-2032
10	<u>VOLUME X – FILED UNDER SEAL</u>	
11	This Volume is filed under seal pursuant to the Stipulated Protective Order	
12	entered on August 27, 2012 by the district court (2 App. 347-357) and by	
13	order of the district court during trial (19 App. 3948:12-13).	
14	GSR's Opposition to Plaintiff's Motion to Stay	
15	Enforcement of Judgment and For Injunction	
16	Pending Appeal (11-20-13)	App. 2033-2088
17	Plaintiff's Motion For Clarification of Order	
18	Regarding Attorney's Fees and Costs (11-21-13)	App. 2089-2092
19	Islam's Opposition to Atlantis Motion For Stay	
20	and Injunction on Appeal, and Alternatively,	
21	Cross-Motion For Stay on Appeal Upon	
22	Posting of Nominal Bond (11-21-13)	App. 2093-2097
23	Plaintiff's Response to Islam's Motion For	
24	Order to File Attorneys Fees Records of Atlantis	
25	in The Official Court Record (11-21-13)	App. 2098-2102
26	Reply in Support of Plaintiff's Motion to	
27	Stay Enforcement of Judgment and For Injunction	
28	Pending Appeal and Response to Islam's Cross-	
	Motion For Stay on Appeal (11-27-13)	App. 2103-2110
	Reply in Support of Defendant Sumona Islam's	
	Motion For Order to File Attorneys Fees Records	
	of Atlantis in The Official Court Record (11-30-13)	App. 2111-2116
	Islam's Opposition to The Atlantis Motion For	
	Clarification of Order Regarding Attorneys	
	Fees and Costs (12-04-13)	App. 2117-2120
	Reply in Support of Plaintiff's Motion For	
	Clarification of Order Regarding Attorney's	
	Fees and Costs (12-10-13)	App. 2121-2125

///

1	Order [denying Atlantis' Motion to Stay Enforcement] (12-24-13)	App. 2126-2128
2	Order [denying Islam's Motion to File Attorney's Fees Records of Atlantis in the	
3	Official Court Record] (12-24-13)	App. 2129-2131
4	Notice of Entry of Orders (12-26-13).....	App. 2132-2143
5	Order [granting Plaintiff's Motion for Clarification] (01-03-14)	App. 2144-2146
6		
7	Renewed Motion For Award of Attorney's Fees and Costs to Defendant GSR Pursuant to	
8	NRS 600A.060, NRCP 68 and NRS 17.115 (01-21-14).....	App. 2147-2171
9	Affidavit of Counsel in Support of Renewed Motion For Award of Attorney's Fees to	
10	Defendant GSR Pursuant to NRS 600A.060, NRCP 68 and NRS 17.115 (01-21-14).....	App. 2172-2186
11	Plaintiff's Opposition to GSR's Renewed Motion For Award of Attorney's Fees and Costs (02-06-14).....	App. 2187-2202
12		
13	Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Renewed Motion For Award	
14	of Attorney's Fees and Costs (02-06-14)	App. 2203-2277
15	<u>VOLUME XI</u>	
16	Reply to Plaintiff's Opposition to Defendant GSR's Renewed Motion For Attorneys Fees (02-18-14).....	App. 2278-2295
17	First Amended Order [awarding attorney's fees and costs] (03-10-14)	App. 2296-2301
18		
19	Notice of Entry of First Amended Order (03-13-14)	App. 2302-2312
20	Order [awarding GSR attorney's fees] (03-14-14).....	App. 2313-2319
21	Notice of Entry of Order (04-11-14)	App. 2320-2331
22	Notice of Appeal [GSR] (04-14-14)	App. 2332-2356
23	Amended Notice of Appeal [Atlantis] (04-21-14)	App. 2357-2373
24	Amended Notice of Appeal [GSR] (05-05-14)	App. 2374-2398
25	Amended Notice of Appeal [GSR] (05-08-14)	App. 2399-2436
26	///	
27	///	
28	///	

VOLUME XII – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

Transcript of Proceedings

Trial Day 1 (07-01-13)

Introductions and rulings by the Court upon pending Motions and confirmation that certain exhibits had been removed and remaining exhibits renumbered

Opening Statements

Witness: Steven Ringkob.....App. 2437-2654

VOLUME XIII – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

Transcript of Proceedings

Trial Day 2 (07-02-13)

Witness: Frank DeCarloApp. 2655-2904

VOLUME XIV – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

Transcript of Proceedings

Trial Day 3 (07-03-13)

Witness: Sumona IslamApp. 2905-3020

VOLUME XV – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

Transcript of Proceedings

Trial Day 4 (07-08-13)

Witness: Sumona IslamApp. 3021-3238

VOLUME XVI – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

Transcript of Proceedings

Trial Day 5 (07-09-13)

Witnesses: Sumona Islam and Shelly HadleyApp. 3239-3369

Transcript of Proceedings

Trial Day 5 (07-09-13)

Witnesses: Sterling Lundgren and Robert WoodsApp. 3370-3444

///

VOLUME XVII – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

Transcript of Proceedings

Trial Day 6 (07-10-13)

Witness: Susan MorenoApp. 3445-3490

Transcript of Proceedings

Trial Day 6 (07-10-13)

Witnesses: Donna Nunez and Tom FlahertyApp. 3491-3558

Transcript of Proceedings

Trial Day 6 (07-10-13)

Witness: Lilia SantosApp. 3559-3610

VOLUME XVIII – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

Transcript of Proceedings

Trial Day 7 (07-11-13)

Witness: Brandon McNeely.....App. 3611-3784

Transcript of Proceedings

Trial Day 8 (07-12-13)

Witness: Christian AmbroseApp. 3785-3851

VOLUME XIX – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

Transcript of Proceedings

Trial Day 8 (07-12-13)

Witnesses: Maria Maldonado,
Maura Navarro and Jeremy AgueroApp. 3852-3950

Transcript of Proceedings

Trial Day 9 (07-16-13)

Witness: Debra RobinsonApp. 3951-4055

VOLUME XX – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

Transcript of Proceedings

Trial Day 10 (07-17-13)

Dotson Closing ArgumentApp. 4056-4116

Transcript of Proceedings

Trial Day 10 (07-17-13)

Wray Closing Argument.....App. 4117-4180

1 Transcript of Proceedings
Trial Day 11 (07-18-13)
Johnson Closing ArgumentApp. 4181-4205

2
3 Transcript of Proceedings
Trial Day 11 (07-18-13)
Dotson Second Closing ArgumentApp. 4206-4238

4
5 Transcript of Proceedings
Trial Day 11 (07-18-13)
Decision of the Court.....App. 4239-4263

6
7 **VOLUME XXI –FILED UNDER SEAL**

8 **This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).**

9 Trial Exhibit 1
Online System User Agreement
10 (ATL 0001 – 0004).....App. 4264-4268

11 Trial Exhibit 2
Business Ethics Policy and Code of Conduct
12 Acknowledgement and Conflicts of Interest Statement
13 (ATL 0005 – 0018).....App. 4269-4283

14 Trial Exhibit 3
Company Policy Regarding Company Property,
Proprietary Information and Trade Secrets
15 (ATL 0019 – 0021).....App. 4284-4287

16 Trial Exhibit 4
Non-Compete/Non-Solicitation Agreement
17 (ATL 0022).....App. 4288-4289

18 Trial Exhibit 5
April 6, 2012 and April 18th letters
19 (ATL 0023 – 0034).....App. 4290-4302

20 Trial Exhibit 6
Handwritten guest list produced by Sumona Islam.
21 First and last page of each of the five books,
22 ISLAM 1, 57, 58, 128, 129, 203, 204, 258, 259, 276.....App. 4303-4313

23 Trial Exhibit 7
Summary of modifications to customer database
24 by Sumona Islam in days leading up to her resignation
(ATL 0041 – 0043).....App. 4314-4317

25 Trial Exhibit 8
Audit History (redacted) of the modifications
26 made by Ms. Islam to the customer database
27 (ATL 0044 – 0048).....App. 4318-4323

28 ///

1	Trial Exhibit 9	
2	Audit History (unredacted) of the modifications	
	made by Ms. Islam to the customer database	
3	(ATL 0044a – 0048a)	App. 4324-4329
4	Trial Exhibit 10	
	Example of GSR solicitations	
5	(ATL 0049)	App. 4330-4331
6	Trial Exhibit 11	
	Example of GSR solicitations	
7	(ATL 0050)	App. 4332-4333
8	Trial Exhibit 12	
	Example of GSR solicitations	
9	(ATL 0051)	App.4334-4335
10	Trial Exhibit 13	
	Example of GSR solicitations	
11	(ATL 0052)	App. 4336-4337
12	Trial Exhibit 14	
	Offer letter and draft offer letter	
13	(GSR 00026 - 00027 and GSR 0007 - 0008)	App. 4338-4342
14	Trial Exhibit 15	
	GSR Confidentiality and Non-Disclosure Agreement	
15	(GSR 00004)	App. 4343-4344
16	Trial Exhibit 16	
	GSR Database Agreement	
17	(GSR 00005)	App. 4345-4346
18	Trial Exhibit 17	
	Remainder of employment file of Sumona Islam	
19	(GSR 00001 – 00003, 00006,	
	00009 – 00025, 00028 - 00029).....	App. 4347-4370
20	Trial Exhibit 18	
	Order Granting Golden Road Motor Inn, Inc.’s Motion For	
21	Temporary Restraining Order Against Defendant Sumona	
22	Islam and Agreement Between Defendant Nav-Reno-GS,	
	LLC dba Grand Sierra Resort and Golden Road Motor Inn	
23	Inc., entered on July 5, 2012.....	App. 4371-4375
24	Trial Exhibit 19	
	GSR list of guests coded to Islam at GSR	
25	(GSR 00740-00752).....	App. 4376-4389
26	Trial Exhibit 20	
	Atlantis’ job description for Executive Casino Host	
27	(ATL 0284 – 0285).....	App. 4390-4392
28	Trial Exhibit 21	
	Atlantis’ job description for Concierge Manager	
	(ATL 0286)	App. 4393-4394

1	Trial Exhibit 22	
2	Emails to / from Rackenberg/ DeCarlo	
	(ATL 0592).....	App. 4395-4396
3	Trial Exhibit 23	
4	Email regarding the hiring of Sumona Islam	
	(ATL 0210).....	App. 4397-4398
5	Trial Exhibit 24	
6	Frank DeCarlo's sent email	
	(ATL 0564).....	App. 4399-4400
7	Trial Exhibit 25	
8	Frank DeCarlo's sent email	
	(ATL 0492).....	App. 4401-4402
9	Trial Exhibit 26	
10	Frank DeCarlo's deleted email	
	(ATL 0321).....	App. 4403-4404
11	Trial Exhibit 27	
12	Frank DeCarlo's sent email	
	(ATL 0462).....	App. 4405-4406
13	Trial Exhibit 28	
14	Frank DeCarlo's deleted email	
	(ATL 0298).....	App. 4407-4408
15	Trial Exhibit 29	
16	Frank DeCarlo's deleted email	
	(ATL 0347).....	App. 4409-4410
17	Trial Exhibit 30	
18	Frank DeCarlo's deleted email	
	(ATL 0339).....	App. 4411-4412
19	Trial Exhibit 31	
20	GSR Rated Players of Sumona Islam prepared by The	
21	Financial Planning and Analysis Group and GSR Guest	
	Reports regarding Sumona Islam	
	(ATL 1001 – 1004).....	App. 4413-4417
22	Trial Exhibit 32	
	Expert report and CV of Jeremy A. Aguero.....	App. 4418-4450
23	Trial Exhibit 33	
24	Spreadsheet for offer dated April 1-23	
	(GSR-AMBROSE 0052-0061).....	App. 4451-4461
25	Trial Exhibit 34	
26	Spreadsheet for offer dated April 24-May 23	
	(GSR-AMBROSE 0001-0015).....	App. 4462-4477
27	///	
28	///	

1	Trial Exhibit 35	
2	Spreadsheet for offer dated April 24- May 23	
3	Non-Locals Duplicates	
4	(GSR-AMBROSE 0016-0018).....	App. 4478-4481
5	Trial Exhibit 36	
6	Spreadsheet for offer dated May 24 – June 19 Non-locals	
7	(GSR-AMBROSE 0092-0121).....	App. 4482-4512
8	<u>VOLUME XXII – FILED UNDER SEAL</u>	
9	This Volume is filed under seal pursuant to the Stipulated Protective Order	
10	entered on August 27, 2012 by the district court (2 App. 347-357) and by	
11	order of the district court during trial (19 App. 3948:12-13).	
12	Trial Exhibit 37	
13	Spreadsheet for offer dated June20 – July17 Non-Locals	
14	(GSR-AMBROSE 0062-0091).....	App. 4513-4543
15	Trial Exhibit 38	
16	Spreadsheet for offer dated April 1- 23 Locals	
17	(GSR-AMBROSE 0032-0051).....	App. 4544-4564
18	Trial Exhibit 39	
19	Spreadsheet for offer dated April 24- May 23	
20	(GSR-AMBROSE 0019-0026).....	App. 4565-4573
21	Trial Exhibit 40	
22	Spreadsheet for offer dated May 24 – Jun 19 Locals	
23	(GSR-AMBROSE 0027-0031).....	App. 4574-4579
24	Trial Exhibit 41	
25	Ambrose Emails	
26	(GSR-AMBROSE 0122-0159).....	App. 4580-4618
27	Trial Exhibit 42	
28	Revenue Spreadsheets	
29	(GSR-Singh 0001-0007).....	App. 4619-4626
30	Trial Exhibit 43	
31	Harrah’s June 26, 2008 letter to Islam	
32	(ATL 0266 – 0279).....	App. 4627-4641
33	Trial Exhibit 44	
34	Harrah’s October 22, 2009 letter to Islam	
35	(ATL 0280, ATL 0283 and ATL 0283a).....	App. 4642-4645
36	Trial Exhibit 45	
37	Email from Tomelden 1/19/12 and from	
38	DeCarlo to Finn 1/20/12 and privileged emails	
39	(ATL 0281 – 0282).....	App. 4646-4648
40	Trial Exhibit 46	
41	Correspondence between Atlantis and counsel	
42	for Fitzgeralds related to Chau non-compete	
43	(ATL 0604-0625).....	App. 4649-4671

1	Trial Exhibit 47	
2	Harrah's Employment Agreement provided	
	to Atlantis by Sumona Islam	
3	(ATL 0628-0638).....	App. 4672-4683
4	Trial Exhibit 48	
	Emails between Shelly Hadley to Sumona Islam	
5	(GSR 01932 – 01934).....	App. 4684-4687
6	Trial Exhibit 49	
	GSR Free Play Adjustments and Comps	
7	GSR 1935 - 1981	App. 4688-4735
8	Trial Exhibit 50	
	Hadley emails	
9	GSR 2029 – 2033.....	App. 4736-4741
10	<u>VOLUME XXIII – FILED UNDER SEAL</u>	
11	This Volume is filed under seal pursuant to the Stipulated Protective Order	
12	entered on August 27, 2012 by the district court (2 App. 347-357) and by	
13	order of the district court during trial (19 App. 3948:12-13).	
14	Trial Exhibit 51	
15	Hadley emails	
16	GSR 1982 - 2028	App. 4742-4789
17	Trial Exhibit 52	
18	Grand Sierra Resort Employee Handbook	
19	(GSR 02034 – 2064).....	App. 4790-4821
20	Trial Exhibit 53	
21	Resume of Abraham Pearson	App. 4822-4824
22	Trial Exhibit 54	
23	Concierge Lounge Schedules	
24	(ATL 0137 – 0151).....	App. 4825-4840
25	Trial Exhibit 55	
26	March 12, 2010 memo re Host Internet Access Agreement	
27	(ATL 0153).....	App. 4841-4842
28	Trial Exhibit 56	
	Network Access Requests signed by Sumona Islam	
	(ATL 0154-0165).....	App. 4843-4855
	Trial Exhibit 57	
	Online System User Agreement signed by Sumona Islam	
	(ATL 0166 – 0169).....	App. 4856-4860
	Trial Exhibit 58	
	Grand Sierra Flyer	
	(ATL 0626 – 0627).....	App. 4861-4863
	Trial Exhibit 59	
	Plaintiff's Seventeenth Supplemental	
	NRCP 16.1 Disclosure.....	App. 4864-4899

1	Trial Exhibit 60	
2	Resume of Brandon C. McNeely	
3	(ATL 0992 – 0994)	App. 4900-4903
4	Trial Exhibit 61	
5	Atlantis Customer Lifetime Value calculations	
6	and Harvard Business Review case study	
7	(ATL 0973 – 0990)	App. 4904-4922
8	Trial Exhibit 62	
9	Black’s Law Dictionary and Webster’s	
10	Dictionary definition of “sabotage”	
11	(ATL 0995 – 1000)	App. 4923-4929
12	Trial Exhibit 63	
13	Guest contact list prepared by Frank DeCarlo	
14	at the direction of Debra Robinson	
15	(ATL 1609)	App. 4930-4931
16	Trial Exhibit 64	
17	Email string dated 4/5/12 regarding guest Arsenault	
18	(ATL 1617 – 1618)	App. 4932-4934
19	Trial Exhibit 65	
20	Email string dated 4/10/12 regarding guest Davidson	
21	(ATL 1619 – 1620)	App. 4935-4937
22	Trial Exhibit 66	
23	Email dated 4/17/12 regarding guest Scheider	
24	(ATL 1621)	App. 4938-4939
25	Trial Exhibit 67	
26	Portions of David Law’s personnel file,	
27	redacted as to Social Security number	
28	(ATL 1667 – 1681)	App. 4940-4955
29	Trial Exhibit 68	
30	Portions of Lilia Santos’ personnel file,	
31	redacted as to Social Security number	
32	(ATL 1682 – 1695)	App. 4956-4970
33	<u>VOLUME XXIV – FILED UNDER SEAL</u>	
34	This Volume is filed under seal pursuant to the Stipulated Protective Order	
35	entered on August 27, 2012 by the district court (2 App. 347-357) and by	
36	order of the district court during trial (19 App. 3948:12-13).	
37	Trial Exhibit 69	
38	Concierge Desk Schedules	
39	(ATL 1740 – 1766)	App. 4971-4998
40	Trial Exhibit 70	
41	Emails regarding Ramon Mondragon	
42	(ATL 1776 – 1785)	App. 4999-5009

///

1	Trial Exhibit 71	
2	IT Help Desk Notes for Frank DeCarlo's email	
3	(ATL 1786 – 1798).....	App. 5010-5023
4	Trial Exhibit 72	
5	Internet Authorization Form signed by Sumona Islam	
6	(ATL 0152).....	App. 5024-5025
7	Trial Exhibit 73	
8	Transcript of May 3, 2012 GSR Investigatory Interview	
9	Recording with Sumona Islam	
10	(GSR02130 – GSR02133).....	App. 5026-5030
11	Trial Exhibit 74	
12	Demonstrative exhibit	
13	List of emails prepared by Mark Wray	
14	(Deposition Exhibit 53)	App. 5031-5036
15	Trial Exhibit 75	
16	Islam's Book of Trade produced to Atlantis	
17	with notes from Atlantis	
18	(ATL 0213 – 0265).....	App. 5037-5090
19	Trial Exhibit 76	
20	Sumona Islam's Hallmark card	App. 5091-5092
21	Trial Exhibit 77	
22	Compilation of GSR/Islam	
23	Emails in chronological order.....	App. 5093-5220
24	<u>VOLUME XXV – FILED UNDER SEAL</u>	
25	This Volume is filed under seal pursuant to the Stipulated Protective Order	
26	entered on August 27, 2012 by the district court (2 App. 347-357) and by	
27	order of the district court during trial (19 App. 3948:12-13).	
28	[Continued] Trial Exhibit 77	
29	Compilation of GSR/Islam Emails	
30	in chronological order.....	App. 5221-5428
31	Trial Exhibit 78	
32	Additional signature pages to Trade Secret	
33	Agreement and Business Ethics policy	
34	and Code of Conduct Agreement	
35	(ATL 0100 - 0101, 0103, 0128 - 0130).....	App. 5429-5435
36	Trial Exhibit 80	
37	Full handwritten client list produced by Islam	
38	(ISLAM 1- 276).....	App. 5436-5470

///

///

///

///

VOLUME XXVI – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

[Continued] Trial Exhibit 80

Full handwritten client list produced by Islam
(ISLAM 1- 276).....App. 5471-5712

Trial Exhibit 81

Letter to Mark Wray, Esq. from
Angela Bader, Esq. dated 10/15/12App. 5713-5718

VOLUME XXVII – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

Trial Exhibit 82

Email from Frank DeCarlo filed 2/22/11
and Declining Player Report as of 12/21/11.....App. 5719-5729

Trial Exhibit 83

Copy of handwritten client list
produced by Islam with notations
made during review on July 6-7, 2013App. 5730-5968

VOLUME XXVIII – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

[Continued] Trial Exhibit 83

Copy of handwritten client list
produced by Islam with notations
made during review on July 6-7, 2013App. 5969-6020

Trial Exhibit 84

Defendant's Responses to Plaintiff's
First Set of Request for Admission to Defendant
Nav-Reno-GS, LLC dba Grand Sierra Resort.....App. 6021-6049

Trial Exhibit 85

Handwritten note of Lilia Santos.....App. 6050-6052

1 **2630**
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

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
20 X, inclusive.

Defendants.

20 **OBJECTION TO FINDINGS OF FACT AND CONCLUSIONS**
21 **OF LAW SUBMITTED BY DEFENDANT GRAND SIERRA RESORT**

22 Plaintiff, GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT
23 SPA (hereinafter "Plaintiff" or "ATLANTIS"), by and through undersigned counsel, Laxalt &
24 Nomura, hereby files its objections to the Findings of Fact and Conclusions of Law submitted by
25 Defendant GRAND SIERRA RESORT ("GSR") on September 23, 2013. This objection is made
26 and based upon the attached Memorandum of Points and Authorities and all pleadings and
27 papers on file herein, as well as the Affidavit of Counsel and supporting exhibits.

28 ///

1 Dated this 24th day of September, 2013.

2 LAXALT & NOMURA, LTD.

3 

4 ROBERT A. DOTSON
5 Nevada State Bar No. 5285
6 ANGELA M. BADER
7 Nevada State Bar No. 5574
8 9600 Gateway Drive
9 Reno, Nevada 89521
10 (775) 322-1170
11 Attorneys for Plaintiff

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 **I.**

14 **FACTS**

15 On July 18, 2013, the bench trial in this matter concluded with Plaintiff ATLANTIS
16 prevailing against Defendant SUMONA ISLAM ("ISLAM") and Defendant GSR prevailing on
17 the claims against it by ATLANTIS. The prevailing parties were directed to prepare and submit
18 Findings of Fact and Conclusions of Law. On July 23, 2013, the transcript of the Court's
19 decision in this bench trial was made available. On August 13, 2013, ATLANTIS submitted its
20 Findings of Fact and Conclusions of Law. The Court signed this Findings of Fact and
21 Conclusions of Law on August 26, 2013.

22 On September 2, 2013, GSR served ATLANTIS with its proposed Findings of Fact and
23 Conclusions of Law. See Exhibit 1 to Affidavit of Counsel. On September 9, 2013, ATLANTIS
24 responded with certain objections. See Exhibit 2 to Affidavit of Counsel. Having heard nothing
25 further, ATLANTIS emailed its proposed Findings of Fact and Conclusions of Law to GSR on
26 September 18, 2013. See Exhibit 3 to Affidavit of Counsel. On September 18, 2013, GSR
27 responded to the same. See Exhibit 4 to Affidavit of Counsel. On September 20, 2013,
28

1 ATLANTIS responded to GSR's comments. *See* Exhibit 5 to Affidavit of Counsel. A Status
2 Conference is scheduled for September 24, 2013.

3
4 **II.**

5 **ARGUMENT**

6 **A. Atlantis Objects to Certain Portions of GSR's Findings of Fact and**
7 **Conclusions of Law as They are not Supported by the Evidence Adduced at**
8 **Trial nor the Transcript of Decision.**

9 1. Paragraph 4 of GSR's Findings of Fact is Unsupported

10 ATLANTIS does not believe that the Court made any determination regarding additional
11 players obtained by ISLAM during her employment with the ATLANTIS that would or could be
12 included in her "book of trade". Rather, although not a finding of fact during the Court's
13 decision, there was evidence adduced at trial that she was introduced to and developed additional
14 players during the term of her employment with the ATLANTIS. ATLANTIS does not believe
15 the Court determined that the product of ISLAM's work at the ATLANTIS could be the basis for
16 expansion of her "book of trade" which would be ISLAM's to share with any subsequent
17 employer.

18 2. Paragraph 7 of GSR's Findings of Fact is Unsupported

19 The statement within paragraph 7 of the Findings of Fact which reads "... and received
20 an opinion that the agreement was unenforceable as written" is unsupported. ATLANTIS is not
21 aware of any evidence as to the substance of the claimed opinion rendered by GSR counsel to the
22 GSR related to the enforceability of the contract.

23 3. Paragraph 10 of GSR's Findings of Fact is Unsupported

24 It appears the factual statement contained in paragraph 10 of the Findings of Fact is
25 simply inaccurate. There was no evidence indicating that ISLAM utilized her "book of trade" or
26 drew information from the document identified as her "book of trade" to enter information into
27 the GSR database. Rather, ISLAM denied utilizing the "book of trade" for that purpose and
28

1 instead claimed to have utilized the spiral notebooks she surreptitiously created while employed
2 by the ATLANTIS. Thus, this finding is, in the ATLANTIS' view, inconsistent with the
3 decision of the Court and the evidence adduced at trial. Similarly, although ATLANTIS does
4 not recall it being addressed in the Court' decision from the bench, the evidence was,
5 uncontradicted that ISLAM had identified well over 400 guests that she wished to be coded to
6 her at the GSR, approximately 225 of which were added by her to the GSR data base.
7

8 4. Paragraph 17 of GSR's Findings of Fact is Unsupported

9 Paragraph 17 of the Findings of Fact states:

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

15 This paragraph conflates two issues. Although it is true that among the information
16 misappropriated there existed a small number of names that also existed in ISLAM's "book of
17 trade," this was not a finding of the Court or, to the ATLANTIS' recollection, discussed at all in
18 the Court's decision. Moreover, the injunction was not simply grounded upon a violation of the
19 Uniform Trade Secret Act, but also a violation of the Non-Compete Agreement.

20 5. Paragraph 20 of GSR's Findings of Fact is Unsupported

21 Paragraph 20 of the Findings of Fact states:

22 Atlantis presented no credible evidence that GSR had tortuously [sic] interfered
23 with its non-competition agreement with Islam. Atlantis knew that GSR had
24 hired Ms. Islam based on its attorneys legal opinion that the agreement was overly
25 broad in denying Ms. Islam the right to work in any capacity in any casino.
26 Atlantis further knew or should have known that the non- competition agreement
27 was overly broad and unenforceable and unenforceable as a matter of law but
28 continued to prosecute the claim.

ATLANTIS does not believe that the assertions of fact in paragraph 20 are supported by the
evidence or the Court's decision.

///

1 6. Paragraph 21 of GSR's Findings of Fact is Unsupported

2 Paragraph 21 of the Findings of Fact states:

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

8 ATLANTIS does not believe that the assertions of fact in paragraph 21 are supported by the
9 evidence or the Court's decision.

10 7. Paragraph 22 of GSR's Findings of Fact is Unsupported

11 Paragraph 22 of the Findings of Fact states:

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

17 ATLANTIS does not believe that the assertions of fact in paragraph 22 are supported by the
18 evidence or the Court's decision.

19 8. Paragraph 5 of GSR's Conclusions of Law is Unsupported

20 Paragraph 5 of the Conclusions of Law states:

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

1 The reasons set forth in paragraph 5 of the Conclusions of Law supporting an award of fees and
2 costs were not set forth in the Judge's Transcript of Decision and are not supported by the
3 evidence.

4 9. Paragraph 6 of GSR's Conclusions of Law is Unsupported

5 Paragraph 6 of the Conclusions of Law states:

6
7 That Atlantis sought, obtained, and maintained a preliminary injunction in this
8 matter that included names which Atlantis knew were not trade secrets under NRS
9 600A.010 and continued to maintain that injunction even when it knew that those
10 names were art [sic] of Sumona Islam's personal book of trade in order to thwart
competition for those players from GSR and said conduct is evidence of bad faith
entitling GSR to an award of attorney's fees and costs.

11 The reason set forth in paragraph 6 of the Conclusions of Law supporting an award of fees and
12 costs were not set forth in the Judge's Transcript of Decision and are not supported by the
13 evidence.

14 **III.**

15 **CONCLUSION**

16 Based on the foregoing, ATLANTIS respectfully requests the Court enter the proposed
17 Findings of Fact and Conclusions of Law attached hereto as Exhibit 1.¹

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 _____

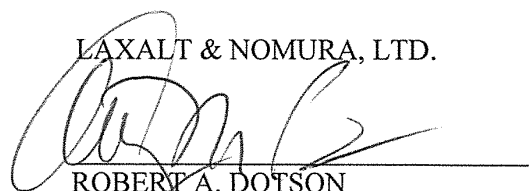
28 ¹ This is a clean copy of the redlined version contained in Exhibit 3 to the supporting Affidavit of Counsel.

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 24th day of September, 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
ordinary course of business, in a United States mailbox in the City of Reno,
County of Washoe, Nevada.

9 ☒ By electronic service by filing the foregoing with the Clerk of Court using the E-
Flex system, which will electronically mail the filing to the following individuals.

10 ☐ (BY PERSONAL DELIVERY) by causing a true copy thereof to be hand
11 delivered this date to the address(es) at the address(es) set forth below.

12 ☐ (BY FACSIMILE) on the parties in said action by causing a true copy thereof to
be telecopied to the number indicated after the address(es) noted below.

13 ☐ Reno/Carson Messenger Service.

14 ☒ By email to the email addresses below.

15 addressed as follows:

16 Steven B. Cohen, Esq.
17 Stan Johnson, Esq.
18 Terry Kinnally, Esq.
Cohen-Johnson, LLC
255 E. Warm Springs Rd, Ste 100
19 Las Vegas, NV 89119

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

mwray@markwraylaw.com

20 scohen@cohenjohnson.com
21 sjohnson@cohenjohnson.com
22 tkinnally@cohenjohnson.com

23 DATED this 24 day of September, 2013.

24 
25 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	Plaintiff's proposed Findings of Fact and Conclusions of Law	6

FILED

Electronically

09-24-2013:01:31:06 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 4017473

EXHIBIT 1

EXHIBIT 1

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

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

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

6 Plaintiff,

7 vs.

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

11 Defendants.

Case No.: CV12-01171

Dept No.: B7

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AND
JUDGMENT AS SUBMITTED BY
ATLANTIS PURSUANT TO SJDCR 9**

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

19 **FINDINGS OF FACTS:**

- 20 1. That in 2005 Sumona Islam became a casino host for Harrah's Casino in Reno.
- 21 2. That during the course of her employment with Harrah's she developed a list of
22 players with information concerning those players commonly known as her "book of trade."
- 23 3. In April 2008 Sumona Islam left Harrah's and became employed by Plaintiff
24 Golden Road Motor Inn as a host at the Atlantis Casino.
- 25 4. At the time of her employment at Atlantis, Sumona provided a copy of her
26 "book of trade" to Atlantis which was incorporated into the Atlantis database. During her
27 employment with Atlantis, Sumona was introduced to and developed additional players.
- 28

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

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

6 7. She informed GSR of her non-competition agreement with Atlantis and
7 provided a copy of that document to GSR. GSR sent the document to its counsel for review.

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

10 9. Although Ms. Islam was in possession of spiral notebooks in which she had
11 copied information from the Atlantis' database, she did not give or show those notebooks to
12 anyone at GSR.

13 10. Upon her hiring in January 2012, Sumona entered certain information into the
14 GSR database from the spiral notebooks that she surreptitiously created while employed by the
15 Atlantis. This consisted of approximately 225 guests, though she identified well over 400
16 guests that she wished to be assigned to her as a host based on her statement that she had prior
17 relationships with these individuals.

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

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

- 24 a) player tracking records;
- 25 b) other hosts customers;
- 26 c) initial buy-ins;
- 27 d) level of play;
- 28 e) table games;

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

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

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

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

26 16. Plaintiff sought a preliminary injunction which enjoined GSR from using any
27 information provided to it from Sumona Islam. GSR stipulated to this injunction and took
28 reasonable steps to insure good faith and timely compliance with the injunction.

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

4 18. GSR provided a list of all the names and information concerning those
5 individuals added to the GSR database by Ms. Islam which showed that the information was
6 limited to the individual player's name, address and contact information. None of which
7 constitutes a trade secret under NRS 600A .10.

8 19. GSR did not misappropriate a trade secret belonging to Atlantis;

9 20. GSR did not tortuously interfere with a contract between Sumona Islam and
10 Atlantis.

11 21. GSR did not interfere with a prospective economic advantage belonging to
12 Atlantis.

13 22. There is a lack of any evidence in the record that supports the claim of Atlantis
14 that GSR misappropriated Atlantis' trade secrets and therefore, Atlantis has failed to meet its
15 burden of proof.

16 23. That early on in the litigation Defendant Islam admitted that she had taken
17 certain information from ATLANTIS in the form certain spiral notebooks.

18 24. That early on in the litigation Defendant Islam testified that she had not shown
19 the information in the form of the spiral notebooks to any representative of GSR.

20 25. That early on in the litigation Defendant Islam testified and confirmed that she
21 was told by the representatives of GSR not to bring anything with her except for herself and her
22 relationships.

23 26. That early on in the litigation Defendant Islam testified and confirmed that she
24 had told representatives of GSR that she did not bring trade secret information with her or that
25 she had information belonging to ATLANTIS.

26 ///

27 ///

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

2
3
4

5
6
7

8
9
10

11
12
13

14
15

16

17

19

21

22

23

25

25
26
27
28

1 **1030**
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.

21 **AFFIDAVIT OF COUNSEL IN SUPPORT OF**
22 **OBJECTION TO FINDINGS OF FACT AND CONCLUSIONS**
23 **OF LAW SUBMITTED BY DEFENDANT GRAND SIERRA RESORT**

23 STATE OF NEVADA)
24) ss.
25 COUNTY OF WASHOE)

26 ANGELA M. BADER hereby affirms, under penalty of perjury, that the assertions
27 contained herein are true;

28 1. I am an attorney licensed to practice law in the State of Nevada and represent the
Plaintiff, Golden Road Motor Inn, Inc., a Nevada corporation d/b/a Atlantis Casino Resort Spa

1 ("Plaintiff"), in this action.

2 2. Attached hereto as Exhibit 1 is a true and correct copy of GSR's proposed
3 Findings of Fact and Conclusions of Law served on September 2, 2013.

4 3. Attached hereto as Exhibit 2 is a true and correct copy of a letter from Robert
5 Dotson addressed to Stan Johnson, dated September 9, 2013, responding with objections.

6 4. Attached hereto as Exhibit 3 is a true and correct copy of an email from Robert
7 Dotson addressed to Stan Johnson, dated September 18, 2013 (including attachment), forwarding
8 Plaintiff's proposed revisions to GSR's Findings of Fact and Conclusions of Law.

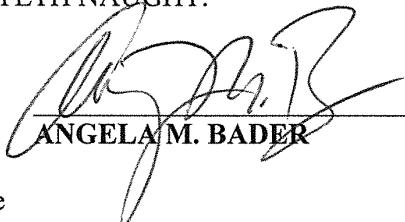
9 5. Attached hereto as Exhibit 4 is a true and correct copy of a letter from Stan
10 Johnson addressed to Robert Dotson, dated September 18, 2013.

11 6. Attached hereto as Exhibit 5 is a true and correct copy of an email from Robert
12 Dotson addressed to Stan Johnson, dated September 20, 2013.

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

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

16 FURTHER YOUR AFFIANT SAYETH NAUGHT.

17
18 
19 ANGELA M. BADER
20 SUBSCRIBED and SWORN to before me
this 24 day of September, 2013.

21 
22 NOTARY PUBLIC



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
ordinary course of business, in a United States mailbox in the City of Reno,
County of Washoe, Nevada.

9 ☒ By electronic service by filing the foregoing with the Clerk of Court using the E-
Flex system, which will electronically mail the filing to the following individuals.

10 ☐ (BY PERSONAL DELIVERY) by causing a true copy thereof to be hand
11 delivered this date to the address(es) at the address(es) set forth below.

12 ☐ (BY FACSIMILE) on the parties in said action by causing a true copy thereof to
be telecopied to the number indicated after the address(es) noted below.

13 ☐ Reno/Carson Messenger Service.

14 ☒ By email to the email addresses below.

15 addressed as follows:

16 Steven B. Cohen, Esq.
17 Stan Johnson, Esq.
18 Terry Kinnally, Esq.
Cohen-Johnson, LLC
255 E. Warm Springs Rd, Ste 100
19 Las Vegas, NV 89119

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

mwray@markwraylaw.com

20 scohen@cohenjohnson.com
21 sjohnson@cohenjohnson.com
22 tkinnally@cohenjohnson.com

23 DATED this 24 day of September, 2013.

24 
25 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	GSR's proposed Findings of Fact and Conclusions of Law served on September 2, 2013	9
2	September 9, 2013 letter	3
3	September 18, 2013 email with attachment	7
4	September 18, 2013 letter	4
5	September 20, 2013 email	2

FILED

Electronically

09-24-2013:01:31:06 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 4017473

EXHIBIT 1

EXHIBIT 1

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

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AND
JUDGMENT AS SUBMITTED BY
GRAND SIERRA RESORT PURSUANT
TO SJDCR 9**

24 This matter came on for a non-jury trial on July 1, 2013 before the Honorable Patrick
25 Flanagan, District Judge, presiding. The Court having heard the testimony of witnesses, reviewed
26 the exhibits submitted into evidence and having heard the argument of Counsel finds in favor of
27 the Defendant MEI-GSR HOLDINGS, LLC, d/b/a GRAND SIERRA RESORT on all causes of
28 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
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

CONCLUSION

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

DATED THIS _____ DAY OF _____ 2013

DISTRICT JUDGE

Submitted by:

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

CERTIFICATE OF MAILING

I hereby certify that on the 2nd day of September, 2013, I served a copy of the foregoing FINDINGS OF FACT AND CONCLUSIONS OF LAW AND JUDGMENT AS SUBMITTED BY GRAND SIERRA RESORT PURSUANT TO SJDCR 9, upon each of the parties via email and by depositing a copy of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class Postage fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

Mark Wray, Esq.
mwray@markwraylaw.com
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
Facsimile (775) 348-8351
Attorney for Sumona Islam

and that there is a regular communication by mail between the place of mailing and the places so addressed.

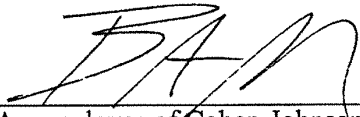

An employee of Cohen-Johnson, LLC

EXHIBIT 2

FILED
Electronically
09-24-2013:01:31:06 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4017473

EXHIBIT 2

LAXALT & NOMURA, LTD.
ATTORNEYS AT LAW

DON NOMURA
WAYNE SHAFFER*
ROBERT DOTSON
STEVEN GUINN*
DANIEL HAYWARD
JASON PEAK*
JAMES MURPHY
HOLLY PARKER

RENO OFFICE
9600 GATEWAY DRIVE
RENO, NEVADA 89521
TEL: 775.322.1170 FAX: 775.322.1865

LAS VEGAS OFFICE
6720 VIA AUSTI PKWY., SUITE 430
LAS VEGAS, NEVADA 89119
TEL: 702.388.1551 FAX: 702.388.1559

BRUCE LAXALT (1951-2010)

JANICE JENSEN*
ANGELA BADER*
LON BURKE
MARSHALL SMITH
MADELYN SHIPMAN
JUSTIN VANCE
DANIEL TETREAULT
RYAN LEARY*
MARILEE BRETERNITZ*
*ALSO ADMITTED IN CA

September 9, 2013
REPLY TO RENO OFFICE

File No. 325.087

Via Email Only

Stan Johnson, Esq.
Cohen-Johnson, LLC
255 E. Warm Springs Rd, Ste 100
Las Vegas, NV 89119
sjohnson@cohenjohnson.com

RE: CASE No. : CV12-01171
GOLDEN ROAD MOTOR INN, INC. DBA ATLANTIS CASINO RESORT SPA
V. SUMONA ISLAM AND MEI-GSR HOLDINGS, LLC DBA GRAND SIERRA RESORT

Dear Stan:

I wish to thank you for submitting to us your proposed Findings of Fact and Conclusions of Law ("FFCL"). In this correspondence, we will attempt to address the primary issues which we believe are contained in the proposed Order which find no support in the Court's decision and/or the evidence adduced at trial. Specifically, we would offer the following suggestions regarding your proposed FFCL:

1. With regard to Finding of Fact No. 4, I do not believe that the Court made any determination regarding additional players obtained by Sumona Islam ("Islam") during her employment with the Atlantis that would or could be included in her "book of trade". Rather, although not a finding of fact during the Court's decision, there was evidence adduced at trial that she was introduced to and developed additional players during the term of her employment with the Atlantis. I do not believe the Court determined that the product of her work at the Atlantis could be the basis for expansion of her "book of trade" which would be hers to share with any subsequent employer.

2. With regard to Finding of Fact No. 7, I am not aware of any evidence as to the substance of the opinion rendered by Grand Sierra Resort ("GSR") counsel to the GSR related to the enforceability of the contract.

LAXALT & NOMURA

ATTORNEYS AT LAW

Stan Johnson, Esq.
Cohen-Johnson, LLC
September 9, 2013
Page 2

3. With regard to Finding of Fact No. 10, it appears the factual statement is simply inaccurate. There was no evidence indicating that Islam utilized her "book of trade" or drew information from the document identified as her "book of trade" to enter information into the GSR database. Rather, she denied utilizing the "book of trade" for that purpose and instead claimed to have utilized the spiral notebooks she surreptitiously created while employed by the Atlantis. Thus, this finding is in our view inconsistent with the decision of the Court and the evidence adduced at trial. Similarly, although I do not recall it being addressed in the Court's decision from the bench, the evidence was, I believe, uncontradicted that Ms. Islam had identified well over 400 guests that she wished to be coded to her at the GSR, approximately 225 of which were added by her to the GSR data base.

4. With regard to Finding of Fact No. 17, the factual finding conflates two issues. Although it is true that among the information misappropriated there existed a small number of names that also existed in Islam's "book of trade," this was not a finding of the Court or, to my recollection, discussed at all in his decision. Moreover, the injunction was not simply grounded upon a violation of the Uniform Trade Secret Act, but also a violation of the Non-Compete Agreement.

5. I do not believe that the assertions of fact in paragraphs 20, 21 and 22 are supported by the Court's decision, though perhaps your recollection of the evidence is different than my own.

6. The reasons set forth in paragraphs 5 and 6 of Conclusions of Law supporting an award of fees and costs were not set forth in the Judge's Transcript of Decision and are not supported by the evidence.

Please identify which of these issues you are willing to voluntarily address and we can then make an educated determination as to whether to submit a competing Order.

Sincerely,

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON

RAD/lmb

EXHIBIT 3

FILED
Electronically
09-24-2013:01:31:06 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4017473

EXHIBIT 3

Angie Bader

From: Rob Dotson
Sent: Wednesday, September 18, 2013 1:16 PM
To: sjohnson@cohenjohnson.com
Cc: mwrap@markwraylaw.com; Angie Bader; Morgan Bogumil
Subject: Findings of Fact and Conclusions of Law - GSR - OUR CHANGES - REDLINED.doc
Attachments: Findings of Fact and Conclusions of Law - GSR - OUR CHANGES - REDLINED.doc

Stan – I have not heard from you regarding our requested modifications to the Findings of Fact and Conclusions of Law. In order to further facilitate this effort, which I believe to be time sensitive, attached please find a redline with our proposed modifications. - Rob

Robert Dotson
Laxalt & Nomura, Ltd.
Reno Office (775) 322-1170
Las Vegas Office (702) 388-1551
Cell (775) 560-7622

Notice: The information in this transmittal is confidential and may be attorney privileged. If you are not the intended recipient, or the agent responsible to deliver it to the intended recipient, you must not read, use or disseminate the information. Although this email and any attachments are believed to be free of any virus or other defect that might affect any computer into which it is received and opened, it is the responsibility of the recipient to ensure it is virus free, and no responsibility is accepted by Laxalt & Nomura, Ltd. for any loss or damage arising in any way from its use. If you have received this communication in error, please immediately notify the sender at 775-322-1170 or by electronic mail (rdotson@laxalt-nomura.com). Thank You.

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

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

6 Plaintiff,

7 vs.

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

11 Defendants.

Case No.: CV12-01171

Dept No.: B7

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AND
JUDGMENT AS SUBMITTED BY
ATLANTIS PURSUANT TO SJDCR 9**

Deleted: GRAND SIERRA RESORT

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

19 **FINDINGS OF FACTS:**

- 20 1. That in 2005 Sumona Islam became a casino host for Harrah's Casino in Reno.
- 21 2. That during the course of her employment with Harrah's she developed a list of
22 players with information concerning those players commonly known as her "book of trade."
- 23 3. In April 2008 Sumona Islam left Harrah's and became employed by Plaintiff
24 Golden Road Motor Inn as a host at the Atlantis Casino.
- 25 4. At the time of her employment at Atlantis, Sumona provided a copy of her
26 "book of trade" to Atlantis which was incorporated into the Atlantis database. During her
27 employment with Atlantis, Sumona was introduced to and developed additional players.

Deleted:

Deleted: she obtained additional
players whom she included in her "book
of trade."

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

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

6 7. She informed GSR of her non-competition agreement with Atlantis and
7 provided a copy of that document to GSR. GSR sent the document to its counsel for review.

Deleted: and received an opinion that
the agreement was unenforceable as
written

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

10 9. Although Ms. Islam was in possession of spiral notebooks in which she had
11 copied information from the Atlantis' database, she did not give or show those notebooks to
12 anyone at GSR.

Deleted:

13 10. Upon her hiring in January 2012, Sumona entered certain information into the
14 GSR database from the spiral notebooks that she surreptitiously created while employed by the
15 Atlantis. This consisted of approximately 225 guests, though she identified well over 400
16 guests that she wished to be assigned to her as a host based on her statement that she had prior
17 relationships with these individuals.

Deleted: from her "book of trade"

Deleted: 200

Deleted: that

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

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

- 24 a) player tracking records;
25 b) other hosts customers;
26 c) initial buy-ins;
27 d) level of play;
28 e) table games;

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

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

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

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

26 16. Plaintiff sought a preliminary injunction which enjoined GSR from using any
27 information provided to it from Sumona Islam. GSR [stipulated to this injunction and](#) took
28 reasonable steps to insure good faith and timely compliance with the injunction.

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

4 18. GSR provided a list of all the names and information concerning those
5 individuals added to the GSR database by Ms. Islam which showed that the information was
6 limited to the individual player's name, address and contact information. None of which
7 constitutes a trade secret under NRS 600A .10.

8 19. GSR did not misappropriate a trade secret belonging to Atlantis;

9 20. GSR did not tortuously interfere with a contract between Sumona Islam and
10 Atlantis.

11 21. GSR did not interfere with a prospective economic advantage belonging to
12 Atlantis.

13 22. There is a lack of any evidence in the record that supports the claim of Atlantis
14 that GSR misappropriated Atlantis' trade secrets and therefore, Atlantis has failed to meet its
15 burden of proof.

16 23. That early on in the litigation Defendant Islam admitted that she had taken
17 certain information from ATLANTIS in the form certain spiral notebooks.

18 24. That early on in the litigation Defendant Islam testified that she had not shown
19 the information in the form of the spiral notebooks to any representative of GSR.

20 25. That early on in the litigation Defendant Islam testified and confirmed that she
21 was told by the representatives of GSR not to bring anything with her except for herself and her
22 relationships.

23 26. That early on in the litigation Defendant Islam testified and confirmed that she
24 had told representatives of GSR that she did not bring trade secret information with her or that
25 she had information belonging to ATLANTIS.

26 **CONCLUSIONS OF LAW:**
27
28

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

Deleted: 8

Deleted: 9

Deleted:

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

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

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

23

Deleted: 4

Deleted: 5

Deleted: 6

Deleted: 7

Deleted: 8

Deleted: R

Deleted: 9

Deleted: 30

Deleted: ¶

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

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

7 3. A customer's name address, and contact information is not a trade secret under
8 NRS 600A.010. GSR did not misappropriate any trade secrets which belonged to Atlantis by
9 allowing Sumona Islam to upload this information into its database.

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

13 5. That the claims against GSR are dismissed and judgment entered in favor of the
14 Defendant GSR and GSR is entitled to an award of fees and costs against Atlantis.

15 **CONCLUSION**

16 6. Judgment in favor of Defendant GSR against Plaintiff ATLANTIS.

17
18 DATED THIS _____ DAY OF _____, 2013.

19
20 _____
21 DISTRICT JUDGE

Deleted:

Deleted: The failure of Atlantis to produce any credible evidence at trial that GSR misappropriated trade secrets belonging to Atlantis constitutes "objective speciousness". That subjective bad faith is shown by the Plaintiff's knowledge of certain facts as set forth in the findings of facts above; the decision to move forward against GSR and the extent of the litigation against GSR despite a lack of direct evidence against GSR. This is a sufficient basis for an award of attorney fees pursuant to NRS 600.060. Defendants are not required to prove a negative and under the objective specious standard a lack of evidence in the record of misappropriation; in addition to the actions as set forth above; is enough to show that the claim of misappropriation was made in bad faith (*Sasco v. Rosendin Electric Inc.*, 143 Cal. Rptr. 3d 828, 207 Cal. App 4th 837 (CA 2012)) and entitles GSR to Attorney's fees and costs in this matter.¶
6. That Atlantis sought, obtained, and maintained a preliminary injunction in this matter that included names which Atlantis knew were not trade secrets under NRS 600A.010 and continued to maintain that injunction even when it knew that those names were art of Sumona Islam's personal book of trade in order to thwart competition for those players from GSR and said conduct is evidence of bad faith entitling GSR to an award of attorney's fees and costs.¶
7.

Deleted: pursuant to NRS 18.110

Deleted: ¶

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

Deleted: 9

EXHIBIT 4

FILED
Electronically
09-24-2013:01:31:06 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4017473

2

EXHIBIT 4

COHEN | JOHNSON
ATTORNEYS & COUNSELORS AT LAW

H. Stan Johnson, Esq.
Sjohnson@cohenjohnson.com

255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
702-823-3500 tel
702-823-3400 fax

September 18, 2013

Via Email: rdotson@laxalt-nomura.com

Robert Dotson, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521

Re: Golden Road Motor Inn, Inc., et al v. Sumona Islam, et al.
Case No.: CV12-01171
File No.: 120123

Dear Rob:

In regards to your letter of September 9, 2011 here is the information upon which we relied in our findings of facts:

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

This is based on the testimony of Steve Ringkob that a host's book of trade belongs to the host and who the Court noted testified "nothing is wrong with her taking this information wherever she goes" The Court found that Exhibit 75 and 80 were identified by Ms. Islam as her book of trade and the names of these people and their contact information were not trade secrets. This supports the contention set forth above which was also supported by the testimony of Frank DeCarlo.

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

The Court noted that after the non-compete was provided to legal counsel for GSR, "the green light" was given to hire Ms. Islam and GSR agreed to provide a legal defense as to a claim that the non-competition agreement had been violated. We believe this provides evidentiary support for the foregoing claim.

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

This is supported by the Atlantis evidence of the names which were coded to Sumona Islam at GSR. Of these names many were noted by Mr. McNeeley to have been included in either Ms. Islam's outlook book of trade provided to Atlantis from Harrahs or were coded to Islam during her employment at Atlantis. Only names actually entered into the GSR database are relevant to the claims against GSR. Whether or not Ms. Islam possessed additional names does not change the fact that the contact information submitted to GSR was not a violation of the trade secret act. It has also been testified to by Ms. Islam as well as Mr. Flaherty that Ms. Islam identified the persons she submitted to GSR as coming from her book of business and that GSR was entitled to take her at her word; also she denied ever showing any "spiral notebooks" to anyone at GSR.

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

This claim is supported by the evidence of Atlantis' non-retained expert who identified many of the names claimed as being either on Sumona Islam's outlook list or as having been hosted by Sumona Islam at Atlantis. Mr. Ringkob's and Mr. DeCarlo's testified that Ms. Islam had the right to take these names with her to GSR. Atlantis' claimed that these persons provided the basis for Mr. McNeeley's damages calculations and were part of the injunctive relief granted in August 2012. The fact that Atlantis knew this at the time of Mr. McNeeley's initial report on December 5, 2012 provides ample evidence of the truth of the proceeding. The fact that the Plaintiff did not provide the information to the Court at the time the injunction was lifted allowing Ms. Islam to be employed at GSR negates the claim that the issue of the non-compete justified the conduct of Atlantis. Atlantis continued to enjoin GSR from marketing to these names even though the restriction on Ms. Islam's employment had been removed and demonstrates subjective bad faith on the part of Atlantis.

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

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

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

The Court found against Atlantis on all of the counts against it. Although the Court noted that it found the GSR witnesses to be credible, it does not cite a single instance of credible evidence against GSR presented by Atlantis. This supports the above findings.

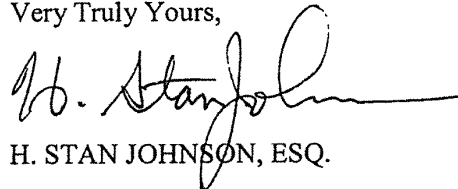
As to our Conclusions of Law:

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

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

The above is based on the fact that the Court stated: "Judgment in favor of GSR, fees and costs of litigation against the Plaintiff." Since the Court made this specific ruling, it is as proper for GSR to note the probable basis for this finding as it was for Atlantis to expand on the Court's comment that it would enter injunctive relief against Sumona Islam. The presumption that the Court had a legal and proper basis for its award of fees and costs is reasonable and proper.

Very Truly Yours,



H. STAN JOHNSON, ESQ.

MTK/jsr
cc: Mark Wray
via email: mwwray@markwraylaw.com

EXHIBIT 5

FILED
Electronically
09-24-2013:01:31:06 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4017473

EXHIBIT 5

Morgan Bogumil

From: Rob Dotson
Sent: Friday, September 20, 2013 3:28 PM
To: Morgan Bogumil; Debra Robinson
Subject: FW: Submission

From: Rob Dotson
Sent: Friday, September 20, 2013 3:17 PM
To: 'Stan Johnson'; Terry Kinnally; Steve Cohen; mwray@markwraylaw.com
Subject: RE: Submission

Stan – It appears we will not agree so I would request that you submit your proposed Order today or Monday and we will file an Objection and competing Order and this will move forward. Thank you. Best Regards, Rob

From: Stan Johnson [<mailto:sjohnson@cohenjohnson.com>]
Sent: Wednesday, September 18, 2013 8:21 PM
To: Rob Dotson; Terry Kinnally; Steve Cohen; mwray@markwraylaw.com
Subject:

Rob, please find attached our response to you regarding the finding of facts and conclusions of law.

Stan

--

H. Stan Johnson, Esq.
Cohen-Johnson, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
702-823-3500
702-823-3400 fax
sjohnson@cohenjohnson.com

Tax Advice Disclosure: Per IRS Circular 230, any U.S. federal tax advice contained in this communication (including any attachments), is not intended or written to be used, and cannot be used, to: (1) avoid penalties under the Internal Revenue Code or (2) promote, market or recommend to another party any matters addressed herein.

Also, this communication is CONFIDENTIAL and protected by the Attorney-Client and/or the Attorney Work Product Privileges. It is intended solely for the addressees listed above. Anyone not listed above, or who is not an agent authorized to receive it for delivery to an addressee, is not authorized to read, disseminate, forward, copy, distribute, or discuss its contents, or any part thereof. Anyone else must immediately delete the message, and reply to the sender only, confirming you have done so.

9/24/2013

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

STATUS HEARING

HONORABLE

Rob Dotson, Esq., was present in Court on behalf of the Plaintiff, with in-house counsel Debra Robinson, Esq., being present.

PATRICK

Mark Wray, Esq., was present in Court on behalf of Defendant

FLANAGAN

Sumona Islam, who was not present.

DEPT. NO. 7

K. Oates

Stan Johnson, Esq., and Steve Cohen, Esq., were present via Court

(Clerk)

Call on behalf of Defendant GSR Enterprises, LLC, who was not

S. Koetting

present.

(Reporter)

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.

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

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

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

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

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

FILED
Electronically
09-30-2013:05:39:03 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4032405

COHEN-JOHNSON, LLC
H. STAN JOHNSON
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
TERRY KINNALLY, ESQ.
Nevada Bar No. 06379
tkinnally@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,

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

Plaintiff,

vs.

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

Defendants.

MEMMORANDUM OF COSTS

This matter coming on for a bench trial before the Honorable Patrick Flannagan and the Court having heard the testimony of witnesses, reviewed the exhibits submitted into evidence and having heard the argument of Counsel the Court found 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 costs pursuant to NRS 18.110. Therefore Defendant files the following Memorandum of Costs:

18.005

1.	Clerk's filing fees	\$200.00
2.	Reporters' fees for depositions	\$3,843.95
3.	Expert witnesses	\$18,026.15

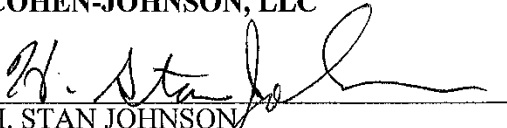
Although the amount requested exceeds the normal statutory award for expert fees, the additional fee should be awarded based on the fact that Mr. Aguero had to review, analyze, and testify at both deposition and trial concerning the three separate theories upon which Plaintiff based its claim for compensatory damages, as well as set forth the proper calculations for the actual potential damages based on actual win/loss as opposed to Plaintiff's use of theoretical win. This sum also includes Mr. Aguero's travel expenses for travel to Reno for both his deposition and trial.

4.	Compensation for the official reporter	\$2,935.24
5.	Reasonable costs for any bond or undertaking required as part of the action.	
6.	Reasonable costs for photocopies.....	\$225.21
7.	Reasonable costs for postage.....	\$228.80
8.	Reasonable costs for travel and lodging incurred taking depositions and conducting discovery and trial	\$11,337.79
9.	Cost of Bond	\$0.00
10.	Runner Service	\$212.60
TOTAL COSTS CLAIMED IN THIS MATTER		\$37,009.74

The documents supporting this memorandum are attached hereto and incorporated herein as Exhibit 1 through 8.

Dated This 30th Day of September 2013

COHEN-JOHNSON, LLC


H. STAN JOHNSON
Nevada Bar No. 00265
TERRY KINNALLY, ESQ.
Nevada Bar No. 06379
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

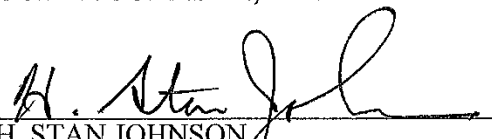
COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

Affirmation Pursuant to NRSB.030

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

Dated This 30th Day of September 2013

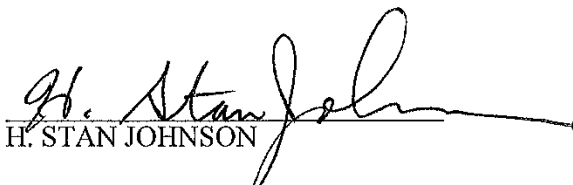
COHEN-JOHNSON, LLC


H. STAN JOHNSON
Nevada Bar No. 00265
TERRY KINNALLY, ESQ.
Nevada Bar No. 06379
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

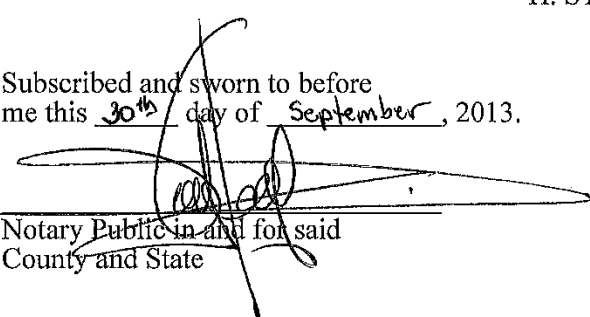
STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

H. STAN JOHNSON, being duly sworn, deposes and says that the items contained in the above memorandum of costs are correct, to the best of my knowledge and belief, and that the costs have been necessarily incurred in said action or proceeding by MEI-GSR HOLDINGS LLC D/B/A GRAND SIERRA RESORT.
NRS 18.020).

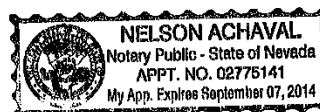
DATED 9-30-2013


H. STAN JOHNSON

Subscribed and sworn to before
me this 30th day of September, 2013.



Notary Public in and for said
County and State



INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION OF DOCUMENTS PROVIDED IN SUPPORT OF COSTS:	PAGES
1	Clerk's filling fees	1
2	Reporters' fees for depositions	1
3	Expert witnesses	1
4	Compensation for the official reporter	2
5	Reasonable costs for photocopies	2
6	Reasonable costs for postage	2
7	Reasonable costs to travel and lodging	2
8	Runner service	2

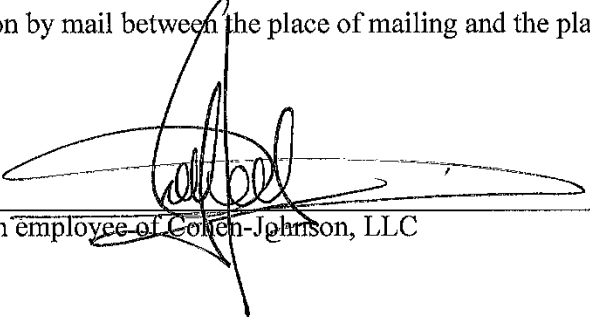
CERTIFICATE OF MAILING

I hereby certify that on the 30th day of September, 2013, I served a copy of the foregoing
MEMORANDUM OF COSTS WITH SUPPORTING DOCUMENTATION upon each of
the parties via email and by depositing a copy of the same in a sealed envelope in the United
States Mail, Las Vegas, Nevada, First-Class Postage fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
Facsimile (775) 348-8351
Attorney for Sumona Islam

and that there is a regular communication by mail between the place of mailing and the places so
addressed.


An employee of Cohen-Johnson, LLC

FILED
Electronically
09-30-2013:05:39:03 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4032405

Exhibit “1”



Home

eFile

Cases

My Profile

Log Out

user: H. Stan Johnson

Filing Charges

Filing Charges

Report Month

June

June 2013 Charges for H. Stan Johnson

	Case Title	My Case #	Court Case #	Description	▲ Date	Account	Authorization Code	Fee
08/11	EFILE SUBSCRIPTION FEE 2013	RENEW-2013		Breach of Contract: Other Contracts/Acct/Judgment - CO	06-03-2013:10:06	X9729	13060380526158	\$300.00
12/12	GOLDEN ROAD MOTOR VS. SUMONA ISLAM ETAL (B7)	CV12-01171		Other Civil Filing: Other Civil Matters - GC	06-03-2013:11:31	X9729	13060380537200	\$200.00
Total Charges:								\$500.00

200⁰⁰ to 12923

User Manual | terms of use | privacy policy | payment policy | support | contact us | about Tybera Development Group, Inc.
 © 2001-10 Tybera Development Group, Inc. All rights reserved.

1763
 500
 2263
 147 dinner
 \$2410

FILED

Electronically

09-30-2013:05:39:03 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 4032405

Exhibit “2”

COHEN JOHNSON, LLC

DATE : Jul/ 5/2013
CHE # : 1148
AMOUNT : \$35.00
ACCOUNT: GENERAL
PAID TO: Molezzo Reporters

1148
Court Reporters
Fees

dt
Deposition transcript

CLIENT: 1073 - Grand Sierra Resort
MATTER: 120123

1148

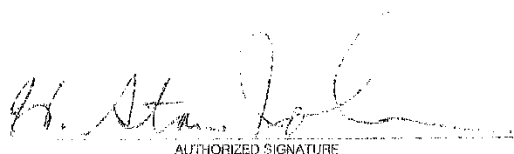
COHEN JOHNSON, LLC
255 E WARM SPRINGS RD., SUITE 100
LAS VEGAS, NV 89119
(702) 325-3500

 TOWN & COUNTRY
BANK
8620 West Tropicana • Las Vegas, Nevada 89147 • (702) 252-9777
94-219-1224

 EZShield® Check Fraud
Protection for Business

THIRTY FIVE ***** 00/100
DATE AMOUNT
Jul/ 5/2013 \$35.00

PAY
TO THE Molezzo Reporters
ORDER
OF


AUTHORIZED SIGNATURE

⑈001100⑈ 122402⑈112 01101400⑈

COHEN JOHNSON, LLC

1148

DATE : Jul/ 5/2013
CHE # : 1148
AMOUNT : \$35.00
ACCOUNT: GENERAL - 4
PAID TO: Molezzo Reporters
Deposition transcript
1073 - Grand Sierra Resort
MATTER :120123
LAWYER :STEVEN B COHEN
2500 E. 2nd Street

** GENERAL BALANCES **
UNBILLED DISBS: 4772.98
A/R BALANCE : 111180.83

** TRUST BALANCES **

Reno
Nevada
89595
Grand Sierra adv. Atlantis

TRUST BALANCE : 0.00

Molezzo Reporters

Certified Court Reporters
201 West Liberty Street
Suite 202
Reno, Nevada 89501

Invoice

Date	Invoice #
6/17/2013	JM061713X

COHEN JOHNSON
H. Stan Johnson, Esq.
255 East Warm Springs Road
Suite 100
Las Vegas, NV 89119

Terms

Net 30

Description	Qty	Amount
Golden Road v Islam - May 14, 2013 Depo of Charles McNeely Original Signed/Sealed Depo of Mr. McNeely returned to Mr. Johnson Postage & Handling - FedEx		35.00

THANK YOU!

Federal Tax ID: 88-0504825

Total \$35.00

15% LATE CHARGE WILL APPLY IF NOT PAID BY DUE DATE

Phone #	Fax #	E-mail	Web Site
(775) 322-3334	(775) 322-8887	molezzoreporters@yahoo.com	www.molezzo.com

J12023

COHEN JOHNSON, LLC

DATE: Jun/21/2013
CHE # : 1091
AMOUNT : \$35.00
ACCOUNT: GENERAL - 4
PAID TO: Molezzo Reporters

cde
Client Disbursement Expense - Original Transcript for Persaon

CLIENT: 1073 - Grand Sierra Resort
MATTER: 120123

1091

COHEN JOHNSON, LLC
255 E WARM SPRINGS RD., SUITE 100
LAS VEGAS, NV 89119
(702) 333-3500

 **TOWN & COUNTRY
BANK**
6620 West Tropicana • Las Vegas, Nevada 89147 • (702) 252-8777
94-219-1224



Thirty Five ***** 00/100
DATE AMOUNT

Jun/21/2013 \$35.00

PAY
TO THE
ORDER Molezzo Reporters
OF


AUTHORIZED SIGNATURE

Security features. Details on back.

COHEN JOHNSON, LLC

1091

DATE : Jun/21/2013
CHE # : 1091
AMOUNT : \$35.00
ACCOUNT: GENERAL - 4
PAID TO: Molezzo Reporters
Client Disbursement Expense - Original Transcript for Persaon
1073 - Grand Sierra Resort
MATTER :120123
LAWYER :STEVEN B COHEN
2500 E. 2nd Street

** GENERAL BALANCES **

UNBILLED DISBS: 4270.16
A/R BALANCE : 111180.83

** TRUST BALANCES **

Reno
Nevada
89595
Grand Sierra adv. Atlantis

TRUST BALANCE : 0.00

Molezzo Reporters

Certified Court Reporters
201 West Liberty Street
Suite 202
Reno, Nevada 89501

Invoice

Date	Invoice #
6/11/2013	JM060613X

COHEN JOHNSON
H. Stan Johnson, Esq.
255 East Warm Springs Road
Suite 100
Las Vegas, NV 89119

Terms

Net 30

Description	Qty	Amount
Golden Road v Islam - May 14, 2013 Depo of Abraham Pearson - Original Signed/Sealed depo returned to Mr. Johnson Postage & Handling - FedEx		35.00
PAID 6-10-13		

THANK YOU!

Federal Tax ID: 88-0504825

Total \$35.00

15% LATE CHARGE WILL APPLY IF NOT PAID BY DUE DATE

Phone #	Fax #	E-mail	Web Site
(775) 322-3334	(775) 322-8887	molezzoreporters@yahoo.com	www.molezzo.com

COHEN JOHNSON, LLC

1049

DATE : Jun/ 4/2013
CHE # : 1049
AMOUNT : \$1,807.10
ACCOUNT: GENERAL - 4
PAID TO: Molezzo Reporters

dt

Deposition transcript

CLIENT: 1073 - Grand Sierra Resort
MATTER: 120123

COHEN JOHNSON, LLC
255 E WARM SPRINGS RD., SUITE 100
LAS VEGAS, NV 89119
(702) 633-6566

 TOWN & COUNTRY
BANK
8520 West Tropicana • Las Vegas, Nevada 89147 • (702) 252-8777
94-219-1224

 E-ZShield® Check Fraud
Protection for Business

1049

One Thousand Eight Hundred Seven ***** 10/100
DATE AMOUNT
Jun/ 4/2013 \$1,807.10

PAY
TO THE ORDER OF
Molezzo Reporters


AUTHORIZED SIGNATURE

Security features. Details inside.

COHEN JOHNSON, LLC

COHEN JOHNSON, LLC

1049

DATE : Jun/ 4/2013
CHE # : 1049
AMOUNT : \$1,807.10
ACCOUNT: GENERAL - 4
PAID TO: Molezzo Reporters
Deposition transcript
1073 - Grand Sierra Resort
MATTER : 120123
LAWYER : STEVEN B COHEN
2500 E. 2nd Street

** GENERAL BALANCES **

UNBILLED DISBS: 2498.09
A/R BALANCE : 54711.57

** TRUST BALANCES **

Reno
Nevada
89595
Grand Sierra adv. Atlantis

TRUST BALANCE : 0.00

Molezzo Reporters

Certified Court Reporters
201 West Liberty Street
Suite 202
Reno, Nevada 89501

Invoice

Date	Invoice #
5/16/2013	R0514131

COHEN JOHNSON
H. Stan Johnson, Esq.
255 East Warm Springs Road
Suite 100
Las Vegas, NV 89119

Terms

Net 30

Description	Qty	Amount
Golden Road v Islam - May 14, 2013		
Depo of Abraham Pearson		
Original and One Copy	101	(449.45)
Reporting Fee - All Day Per Diem		190.00
Original and One - 2-Day Expedite	125	(1,001.25)
Exhibits & Tabs - Transcript Copy of Exhs	102	35.70
Exhibits & Tabs - Depo Binder Copy	102	35.70
Mini Transcript w/ Index	2	30.00
E-Transcripts	2	30.00
Free PDF		
Postage & Handling - FedEx		35.00

THANK YOU!

Federal Tax ID: 88-0504825

Total \$1,807.10

15% LATE CHARGE WILL APPLY IF NOT PAID BY DUE DATE

Phone #	Fax #	E-mail	Web Site
(775) 322-3334	(775) 322-8887	molezzoreporters@yahoo.com	www.molezzo.com

CJD LAW GROUP, LLC • GENERAL ACCOUNT

5970

DATE : May/ 9/2013
CHE # : 5970
AMOUNT : \$228.55
ACCOUNT: GENERAL - 3
PAID TO: Molezzo Reporters

dt
Deposition transcript

CLIENT: 1073 - Grand Sierra Resort
MATTER: 120123

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

CJD LAW GROUP, LLC
GENERAL ACCOUNT

255 E. WARM SPRINGS ROAD, SUITE 100
LAS VEGAS, NV 89119

PLAZA BANK
8275 W. FLAMINGO ROAD
LAS VEGAS, NV 89147

5970

Two Hundred Twenty Eight ***** 55/100
DATE AMOUNT
May/ 9/2013 \$228.55

TO THE ORDER OF Molezzo Reporters



[Signature]
AUTHORIZED SIGNATURE

⑈005970⑈ ⑆122244087⑆ 0100016138⑈

CJD LAW GROUP, LLC • GENERAL ACCOUNT

5970

DATE : May/ 9/2013
CHE # : 5970
AMOUNT : \$228.55
ACCOUNT: GENERAL - 3
PAID TO: Molezzo Reporters
Deposition transcript
1073 - Grand Sierra Resort
MATTER : 120123
LAWYER : STEVEN B COHEN
2500 E. 2nd Street

** GENERAL BALANCES **

UNBILLED DISBS: 3489.22
A/R BALANCE : 24428.35

** TRUST BALANCES **

Reno
Nevada
89595
Grand Sierra adv. Atlantis

TRUST BALANCE : 0.00

Molezzo Reporters

Certified Court Reporters
201 West Liberty Street
Suite 202
Reno, Nevada 89501

Invoice

Date	Invoice #
1/29/2013	TA0118133

COHEN JOHNSON
H. Stan Johnson, Esq.
255 East Warm Springs Road
Suite 100
Las Vegas, NV 89119

PAST DUE

Terms

Net 30

Description	Qty	Amount
Golden Road v Islam - January 18, 2013		
Depo of Bill Singh		
One Copy	84	189.00
Exhibits & Tabs	13	4.55
Postage & Handling - FedEx		35.00

THANK YOU!

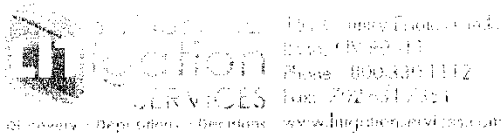
Federal Tax ID: 88-0504825

Total \$228.55

15% LATE CHARGE WILL APPLY IF NOT PAID BY DUE DATE

Phone #	Fax #	E-mail	Web Site
(775) 322-3334	(775) 322-8887	molezzoreporters@yahoo.com	www.molezzo.com

INVOICE



Stan Johnson, Esq.
Cohen-Johnson, PLLC
6293 Dean Martin Drive
Suite G
Las Vegas, NV 89118

Invoice No.	Invoice Date	Job No.
902330	8/22/2012	163886
Job Date	Case No.	
8/13/2012		
Case Name		
Golden Road Motor Inn, Inc. vs. Islam, et al.		
Payment Terms		
Due upon receipt		

1 CERTIFIED COPY OF TRANSCRIPT OF: Custodian of Records, Sterling Lundgren	101.55
1 CERTIFIED COPY OF TRANSCRIPT OF: Shelly Hadley	280.50
TOTAL DUE >>>	\$382.05
AFTER 9/21/2012 PAY	\$420.26

Thank you for your business!

Litigation Services newest office has opened in UTAH.
Please call us today at 1-800-330-1112 for statewide coverage.

Tax ID: 20-3835523

Phone: 702-823-3500 Fax: 702-823-3400

Please detach bottom portion and return with payment.

Stan Johnson, Esq.
Cohen-Johnson, PLLC
6293 Dean Martin Drive
Suite G
Las Vegas, NV 89118

Job No. : 163886 BU ID : RN-CR
Case No. :
Case Name : Golden Road Motor Inn, Inc. vs. Islam, et al.

Invoice No. : 902330 Invoice Date : 8/22/2012

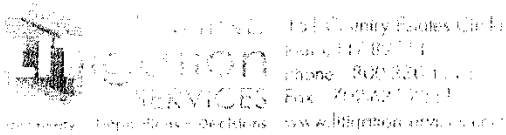
Total Due : \$ 382.05
AFTER 9/21/2012 PAY \$420.26

Remit To: **Sunshine Reporting and Litigation Services, LLC**
PO Box 98859
Las Vegas, NV 89193-8859

PAYMENT WITH CREDIT CARD

Cardholder's Name: _____
Card Number: _____
Exp. Date: _____ Phone#: _____
Billing Address: _____
Zip: _____ Card Security Code: _____
Amount to Charge: _____
Cardholder's Signature: _____

INVOICE



Brian A. Morris, Esq.
 Cohen-Johnson, PLLC
 6293 Dean Martin Drive
 Suite G
 Las Vegas, NV 89118

Invoice No.	Invoice Date	Job No.
901544	8/1/2012	163382
Job Date	Case No.	
7/23/2012		
Case Name		
Golden Road Motor Inn, Inc. vs. Islam, et al.		
Payment Terms		
Due upon receipt		

1 CERTIFIED COPY OF TRANSCRIPT OF:
 Sumona Islam

854.30
TOTAL DUE >>> \$854.30
 AFTER 8/31/2012 PAY \$939.73

Thank you for your business!

Litigation Services newest office has opened in UTAH.
 Please call us today at 1-800-330-1112 for statewide coverage.

Tax ID: 20-3835523

Phone: 702-823-3500 Fax: 702-823-3400

Please detach bottom portion and return with payment.

Brian A. Morris, Esq.
 Cohen-Johnson, PLLC
 6293 Dean Martin Drive
 Suite G
 Las Vegas, NV 89118

Job No. : 163382 BU ID : RN-CR
 Case No. :
 Case Name : Golden Road Motor Inn, Inc. vs. Islam, et al.
 Invoice No. : 901544 Invoice Date : 8/1/2012
Total Due : \$ 854.30
 AFTER 8/31/2012 PAY \$939.73

Remit To: **Sunshine Reporting and Litigation Services,
 LLC
 PO Box 98859
 Las Vegas, NV 89193-8859**

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____
 Card Number: _____
 Exp. Date: _____ Phone#: _____
 Billing Address: _____
 Zip: _____ Card Security Code: _____
 Amount to Charge: _____
 Cardholder's Signature: _____

CJD LAW GROUP, LLC • GENERAL ACCOUNT

5891

DATE : Mar/29/2013
CHE # : 5891
AMOUNT : \$501.95
ACCOUNT: GENERAL - 3
PAID TO: Litigation Services
P.O. Box 98859
Las Vegas
NV
89193

dt
Deposition transcript

CLIENT: 1073 - Grand Sierra Resort
MATTER: ~~120213~~ 120123

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.

CJD LAW GROUP, LLC
GENERAL ACCOUNT
255 E. WARM SPRINGS ROAD, SUITE 100
LAS VEGAS, NV 89110

PLAZA BANK
8275 W. FLAMINGO ROAD
LAS VEGAS, NV 89147

5891

Five Hundred One ***** 95/100
DATE AMOUNT
Mar/29/2013 \$501.95

TO THE ORDER OF Litigation Services
P.O. Box 98859
Las Vegas, NV 89193



[Signature]
AUTHORIZED SIGNATURE

⑈005891⑈ ⑆12224087⑆ 0100018138⑈

CJD LAW GROUP, LLC • GENERAL ACCOUNT

5891

DATE : Mar/29/2013
CHE # : 5891
AMOUNT : \$501.95
ACCOUNT: GENERAL - 3
PAID TO: Litigation Services
Deposition transcript
1073 - Grand Sierra Resort
MATTER: ~~120213~~ 120123
LAWYER: STEVEN B COHEN
2500 E. 2nd Street

** GENERAL BALANCES **
UNBILLED DISBS: 0.00
A/R BALANCE : 0.00

** TRUST BALANCES **

Reno
Nevada
89595

TRUST BALANCE : 0.00

~~GSR and MEI-GSR Holdings, LLC adv. Prestige Travel, Inc. - Litigation~~

Changed in PC Law. *[initials]*

INVOICE



Discovery • Depositions • Decisions

100 Country Trades Circle
Reno, NV 89511
Phone: 800.330.1112
Fax: 702.631.7351

www.litigation-services.com

Stan Johnson, Esq.
Cohen-Johnson, LLC
255 East Warm Springs Road, Suite 100
Las Vegas, NV 89119

Invoice No.	Invoice Date	Job No.
915327	2/21/2013	175277
Job Date	Case No.	
2/12/2013	3:12-CV-00372-ECR-VPC	
Case Name		
RVR Aviation, LLC vs. MEI-GSR Holdings, LLC		
Payment Terms		
Due upon receipt		

1 CERTIFIED COPY OF TRANSCRIPT OF:

Terry S. Vavra

381.95

1 CERTIFIED COPY OF TRANSCRIPT OF:

Michelle Hadley

120.00

TOTAL DUE >>> \$501.95

AFTER 3/23/2013 PAY \$552.15

Thank you for your business!

Fax ID: 20-3835523

Phone: 702-823-3500 Fax: 702-823-3400

Please detach bottom portion and return with payment.

Stan Johnson, Esq.
Cohen-Johnson, LLC
255 East Warm Springs Road, Suite 100
Las Vegas, NV 89119

Job No. : 175277 BU ID : RN-CR
Case No. : 3:12-CV-00372-ECR-VPC
Case Name : RVR Aviation, LLC vs. MEI-GSR Holdings, LLC

Invoice No. : 915327 Invoice Date : 2/21/2013

Total Due : \$ 501.95

AFTER 3/23/2013 PAY \$552.15

Remit To: **Sunshine Reporting and Litigation Services, LLC**
PO Box 98859
Las Vegas, NV 89193-8859

PAYMENT WITH CREDIT CARD



Cardholder's Name:

Card Number:

Exp. Date:

Phone#:

Billing Address:

Zip:

Card Security Code:

Amount to Charge:

Cardholder's Signature:

FILED
Electronically
09-30-2013:05:39:03 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4032405

Exhibit “3”

DATE : Jun/21/2013
CHE # : 1088
AMOUNT : \$1,262.50
ACCOUNT : GENERAL - 4
PAID TO : Applied Analysis
6385 S. Rainbow Blvd, Suite 105
Las Vegas
NV
89118

~~Witness, Experts~~
~~Fees~~
~~Transcripts~~

cde
Client Disbursement Expense - Expert Fees

CLIENT: 1073 - Grand Sierra Resort
MATTER: 120123

1088

COHEN JOHNSON, LLC
255 E WARM SPRINGS RD., SUITE 100
LAS VEGAS, NV 89119
(702) 373-3340

 **TOWN & COUNTRY
BANK**
5620 West Tropicana • Las Vegas, Nevada 89147 • (702) 252-8777
94-219-1224

©2013 EZScribe® Check Fraud
Prevention for Business

One Thousand Two Hundred Sixty Two ***** 50/100

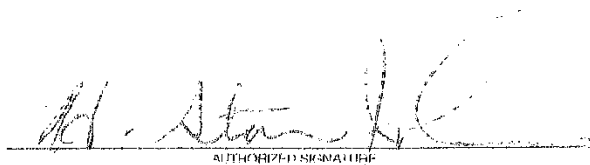
DATE

AMOUNT

Jun/21/2013

\$1,262.50

PAY
TO THE
ORDER
OF Applied Analysis
6385 S. Rainbow Blvd, Suite 105
Las Vegas, NV 89118


AUTHORIZED SIGNATURE

Security Features: Details on Back

COHEN JOHNSON, LLC

1088

DATE : Jun/21/2013
CHE # : 1088
AMOUNT : \$1,262.50
ACCOUNT: GENERAL - 4
PAID TO: Applied Analysis
Client Disbursement Expense - Expert Fees
1073 - Grand Sierra Resort
MATTER :120123
LAWYER :STEVEN B COHEN
2500 E. 2nd Street

**** GENERAL BALANCES ****

UNBILLED DISBS: 4270.16
A/R BALANCE : 111180.83

**** TRUST BALANCES ****

Reno
Nevada
89595
Grand Sierra adv. Atlantis

TRUST BALANCE : 0.00

6385 S. RAINBOW BLVD., SUITE 105 T: 702.967.3333
LAS VEGAS, NEVADA 89118 F: 702.314.1439
APPLIEDANALYSIS.COM

APPLIED
ANALYSIS



Invoice

BILL TO
Mr. Steven Cohen Cohen-Johnson Attorneys and Counselors at 6293 Dean Martin Drive, Suite G Las Vegas, NV 89118

DATE	INVOICE #
4/30/2013	CJL043013

DESCRIPTION	AMOUNT
Professional Consulting Services - Litigation Support Services: Altantis Casino Resort Matter (Interim Progress Billing)	1,262.50
<i>OK 1022</i>	
Invoice Total	\$1,262.50

COHEN JOHNSON, LLC

DATE : Jul/22/2013
CHE # : 1197
AMOUNT : \$4,701.15
ACCOUNT: GENERAL - 4
PAID TO: Applied Analysis
6385 S. Rainbow Blvd, Suite 105
Las Vegas
NV
89118

cde
Client Disbursement Expense

CLIENT: 1073 - Grand Sierra Resort
MATTER: 120123

COHEN JOHNSON, LLC
255 E WARM SPRINGS RD., SUITE 100
LAS VEGAS, NV 89119
(702) 828-3500

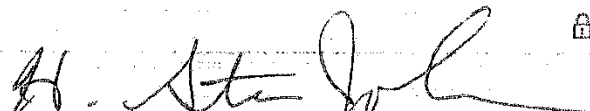
 **TOWN & COUNTRY
BANK**
9820 West Tropicana • Las Vegas, Nevada 89147 • (702) 262-8777
94-219-1224

 EFTPOS® Check Fraud
Protection for Business

1197

Four Thousand Seven Hundred One ***** 15/100
DATE AMOUNT
Jul/22/2013 \$4,701.15

PAY
TO THE ORDER OF Applied Analysis
6385 S. Rainbow Blvd, Suite 105
Las Vegas, NV 89118


AUTHORIZED SIGNATURE

⑈001197⑈ ⑆122402191⑆ 01307101⑈

COHEN JOHNSON, LLC

1197

DATE : Jul/22/2013
CHE # : 1197
AMOUNT : \$4,701.15
ACCOUNT: GENERAL - 4
PAID TO: Applied Analysis
Client Disbursement Expense
1073 - Grand Sierra Resort
MATTER :120123
LAWYER :STEVEN B COHEN
2500 E. 2nd Street

Reno
Nevada
89595
Grand Sierra adv. Atlantis

** GENERAL BALANCES **
UNBILLED DISBS: 12730.26
A/R BALANCE : 86752.48

** TRUST BALANCES **

TRUST BALANCE : 0.00

APPLIED ANALYSIS 

BILL TO

Mr. Steven Cohen
Cohen-Johnson Attorneys and Counselors at
255 E. Warm Springs Road, Suite 100
Las Vegas, NV 89119

DATE	INVOICE #
7/22/2013	CJL072213

DESCRIPTION	AMOUNT
Professional Consulting Services - Litigation Support Services: Altantis Casino Resort Matter (Final Billing)	4,200.00
Out-of-Pocket Expenses:	
Airfare - Southwest Airlines	449.80
Rental Car - Hertz	51.35
Invoice Total	\$4,701.15

APPLIED ANALYSIS 

120123

BILL TO

Mr. Steven Cohen
Cohen-Johnson Attorneys and Counselors at
6293 Dean Martin Drive, Suite G
Las Vegas, NV 89118

DATE	INVOICE #
12/31/2012	CJL123112

DESCRIPTION	AMOUNT
Professional Consulting Services - Litigation Support Services: Altantis Casino Resort Matter (Interim Progress Billing)	8,387.50
Invoice Total	\$8,387.50

12/26/2012 5666 \$5,000.00

CJD LAW GROUP, LLC GENERAL ACCOUNT 255 E. WARM SPRINGS ROAD, SUITE 100 LAS VEGAS, NV 89119		PLAZA BANK 8275 W. FLAMINGO ROAD LAS VEGAS, NV 89147		5666
PAY Five Thousand ***** ***** *****		Dec/18/2012		\$5,000.00
TO THE ORDER OF Applied Analysis 6385 S. Rainbow Blvd, Suite 105 Las Vegas, NV 89118		***** ***** *****		*****\$5,000.00/100
		Applied Analysis <i>[Signature]</i> *****		
		#005555# 1222440872 0100015138#		
		12/26/2012		5666 \$5,000.00

AMOUNT : \$3,387.50
ACCOUNT: GENERAL - 3
PAID TO: Applied Analysis
6385 S. Rainbow Blvd, Suite 105
Las Vegas
NV
89118

Expert Witness Retainer

CLIENT: 1073 - Grand Sierra Resort
MATTER: 120123

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS

CJD LAW GROUP, LLC
GENERAL ACCOUNT
255 E WARM SPRINGS ROAD, SUITE 100
LAS VEGAS, NV 89119

PLAZA BANK
8275 W. FLAMINGO ROAD
LAS VEGAS, NV 89147

5936

Three Thousand Three Hundred Eighty Seven ***** 50/100

DATE AMOUNT
Apr/23/2013 \$3,387.50

TO THE ORDER OF Applied Analysis
6385 S. Rainbow Blvd, Suite 105
Las Vegas, NV 89118



[Signature]
AUTHORIZED SIGNATURE

⑈005936⑈ ⑈122244087⑈ 0100016138⑈

CJD LAW GROUP, LLC • GENERAL ACCOUNT

5936

DATE : Apr/23/2013
CHE # : 5936
AMOUNT : \$3,387.50
ACCOUNT: GENERAL - 3
PAID TO: Applied Analysis
Expert Witness Retainer
1073 - Grand Sierra Resort
MATTER : 120123
LAWYER : STEVEN B COHEN
2500 E. 2nd Street

** GENERAL BALANCES **
UNBILLED DISBS: 320.92
A/R BALANCE : 0.00

** TRUST BALANCES **

Reno
Nevada
89595
Grand Sierra adv. Atlantis

TRUST BALANCE : 0.00

COHEN JOHNSON, LLC

1196

DATE : Jul/22/2013
CHE # : 1196
AMOUNT : \$3,675.00
ACCOUNT: GENERAL - 4
PAID TO: Applied Analysis
6385 S. Rainbow Blvd, Suite 105
Las Vegas
NV
89118

cde
Client Disbursement Expense

CLIENT: 1073 - Grand Sierra Resort
MATTER: 120123

COHEN JOHNSON, LLC
255 E WARM SPRINGS RD., SUITE 100
LAS VEGAS, NV 89119
(702) 823-3500

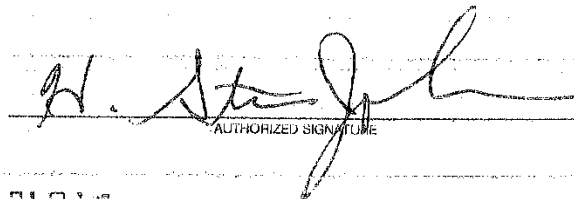
 **TOWN & COUNTRY
BANK**
8620 West Tropicana • Las Vegas, Nevada 89147 • (702) 292-8777
94-219-1224



1196

Three Thousand Six Hundred Seventy Five ***** 00/100
DATE AMOUNT
Jul/22/2013 \$3,675.00

PAY
TO THE ORDER OF Applied Analysis
6385 S. Rainbow Blvd, Suite 105
Las Vegas, NV 89118


AUTHORIZED SIGNATURE

⑈001196⑈ ⑈122402191⑈ 01307401⑈

COHEN JOHNSON, LLC

1196

DATE : Jul/22/2013
CHE # : 1196
AMOUNT : \$3,675.00
ACCOUNT: GENERAL - 4
PAID TO: Applied Analysis
Client Disbursement Expense
1073 - Grand Sierra Resort
MATTER :120123
LAWYER :STEVEN B COHEN
2500 E. 2nd Street

** GENERAL BALANCES **

UNBILLED DISBS: 9055.26
A/R BALANCE : 86752.48

** TRUST BALANCES **

Reno
Nevada
89595
Grand Sierra adv. Atlantis

TRUST BALANCE : 0.00

T: 702.967.3333
F: 702.314.1439
APPLIEDANALYSIS.COM



Invoice

Mr. Steven Cohen
Cohen-Johnson Attorneys and Counselors at
255 E. Warm Springs Road, Suite 100
Las Vegas, NV 89119

DATE	INVOICE #
5/31/2013	CJL053113

DESCRIPTION	AMOUNT
Professional Consulting Services - Litigation Support Services: Altantis Casino Resort Matter (Interim Progress Billing)	3,675.00
Invoice Total	\$3,675.00

FILED
Electronically
09-30-2013:05:39:03 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4032405

Exhibit “4”

1822 Fox Run Rd.
Reno, Nevada 89523
Phone 775 747-3208

To:
Cohen & Johnson
Stan Johnson, Esq.
255 E. Warm Springs Rd., Suite 100
Las Vegas, Nevada 89119

Make all Checks payable to Stephanie Koetting
If you have any questions regarding this invoice, please contact Stephanie at 747-3208 or discoverysk@prodigy.net

App. 1494

COHEN JOHNSON, LLC

DATE : Jul/22/2013
CHE # : 1193
AMOUNT : \$2,073.24
ACCOUNT: GENERAL - 4
PAID TO: Stephanie Koetting
1822 Fox Run Road
Reno
NV
89523

Court Trial Transcripts - 7/1 & 7/2

CLIENT: 1073 - Grand Sierra Resort
MATTER: 120123

COHEN JOHNSON, LLC
255 E WARM SPRINGS RD., SUITE 100
LAS VEGAS, NV 89119
(702) 823-3500

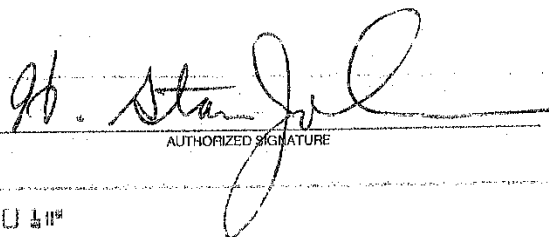
 **TOWN & COUNTRY
BANK**
8620 West Tropicana • Las Vegas, Nevada 89147 • (702) 262-0777
94-219-1224

 EZShield® Check Fraud
Protection for Business

1193

Two Thousand Seventy Three ***** 24/100
DATE AMOUNT
Jul/22/2013 \$2,073.24

PAY
TO THE ORDER OF Stephanie Koetting
1822 Fox Run Road
Reno, NV 89523


AUTHORIZED SIGNATURE

⑈001193⑈ 1227402191⑈ 01307401⑈

COHEN JOHNSON, LLC

DATE : Jul/22/2013
CHE # : 1193
AMOUNT : \$2,073.24
ACCOUNT: GENERAL - 4
PAID TO: Stephanie Koetting
Court Trial Transcripts - 7/1 & 7/2
1073 - Grand Sierra Resort
MATTER :120123
LAWYER :STEVEN B COHEN
2500 E. 2nd Street

Reno
Nevada
89595
Grand Sierra adv. Atlantis

** GENERAL BALANCES **
UNBILLED DISBS: 6982.02
A/R BALANCE : 86752.48

** TRUST BALANCES **

TRUST BALANCE : 0.00

1193

COHEN JOHNSON, LLC

DATE : Jun/27/2013
CHE # : 1118
AMOUNT : \$142.00
ACCOUNT: GENERAL - 4
PAID TO: Stephanie Koetting
1822 Fox Run Road
Reno
NV
89523

Invoice No. 536 Court Reporting Department 7 Transcript of PreTrial Co

CLIENT: 1073 - Grand Sierra Resort
MATTER: 120123

1118

COHEN JOHNSON, LLC
255 E WARM SPRINGS RD., SUITE 100
LAS VEGAS, NV 89119
(702) 825-0500

 **TOWN & COUNTRY
BANK**
8620 West Tropicana • Las Vegas, Nevada 89147 • (702) 252-8777
94-219-1224

 E-Check® Check Fraud
Protection for Business

One Hundred Forty Two

DATE

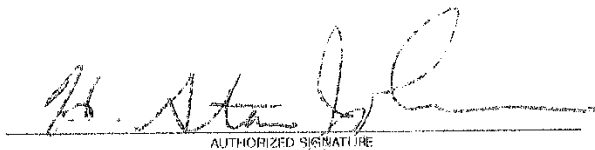
AMOUNT

00/100

Jun/27/2013

\$142.00

PAY
TO THE
ORDER
OF Stephanie Koetting
1822 Fox Run Road
Reno, NV 89523


AUTHORIZED SIGNATURE

Security features Do this or Jack

COHEN JOHNSON, LLC

1118

DATE : Jun/27/2013
CHE # : 1118
AMOUNT : \$142.00
ACCOUNT: GENERAL - 4
PAID TO: Stephanie Koetting
Invoice No. 536 Court Reporting Department 7 Transcript of PreTrial Co
1073 - Grand Sierra Resort
MATTER :120123
LAWYER :STEVEN B COHEN
2500 E. 2nd Street

** GENERAL BALANCES **

UNBILLED DISBS: 4603.74
A/R BALANCE : 111180.83

** TRUST BALANCES **

Reno
Nevada
89595
Grand Sierra adv. Atlantis

TRUST BALANCE : 0.00

1822 Fox Run Rd.
Reno, Nevada 89523
Phone 775 747-3208

DATE: June 27, 2013
INVOICE # 536
FOR: Court reporting
Department 7

To:
Cohen & Johnson
Stan Johnson, Esq.
255 E. Warm Springs
Las Vegas, Nevada 89119

DESCRIPTION	AMOUNT
6/10/2013 - Transcript of Pretrial Conference, Golden Road vs. Islam, CV12-01171	\$ 142.00
TOTAL	\$ 142.00

Make all Checks payable to Stephanie Koetting
If you have any questions regarding this invoice, please contact Stephanie at 747-3208 or discoverysk@prodigy.net

App. 1497

COHEN JOHNSON, LLC

1294

DATE : Sep/ 3/2013 INVOICE
CHE # : 1294 543
AMOUNT : \$720.00
ACCOUNT: 4
PAID TO: STEHPANIE KOETTING
1822 FOX RUN RD
RENO
NV
89523

PAYMENT INVOICE
720.00

PAYMENT

A/P Payment on Account

CLIENT: 1073 - Grand Sierra Resort
MATTER: 120123
VENDOR NAME: STEHPANIE KOETTING

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

COHEN JOHNSON, LLC
265 E. WARM SPRINGS RD, SUITE 100
LAS VEGAS, NV 89119
(702) 823-3500

TOWN & COUNTRY BANK
8620 WEST TROPICANA
LAS VEGAS, NV 89147
(702) 252-8777
94-219-1224

1294

PAY TO THE ORDER OF Seven Hundred Twenty *****00/100

Sep/ 3/2013 \$720.00

STEHPANIE KOETTING
1822 FOX RUN RD
RENO, NV 89523



[Signature]
AUTHORIZED SIGNATURE(S)

⑈001294⑈ ⑆122402191⑆ 01307401⑈

COHEN JOHNSON, LLC

1294

DATE : Sep/ 3/2013
CHE # : 1294
AMOUNT : \$720.00
ACCOUNT: 4 VENDOR ACCT:
PAID TO: STEHPANIE KOETTING
A/P Payment on Account
VENDOR NAME: STEHPANIE KOETTING

INVOICE
543

PAYMENT INVOICE
720.00

PAYMENT

ALLOCATIONS: Matter or <G/L Account>
120123 : 720.00

Stephanie Koetting CCR #207

1822 Fox Run Rd.
Reno Nevada 89523
Phone 775 747-3208

DATE: July 22, 2013
INVOICE # 543
FOR: Court reporting
Department 7

To:
Cohen & Johnson
Stan Johnson, Esq.
255 E. Warm Springs Rd., Suite 100
Las Vegas, Nevada 89119

DESCRIPTION	AMOUNT
7/1/2013 - One-half reporting fee, Golden Road vs. Islam, CV12-01171	\$ 105.00
7/2/2013 - One-half reporting fee, Golden Road vs. Islam, CV12-01171	105.00
7/3/2013 - One-half reporting fee, Golden Road vs. Islam, CV12-01171	45.00
7/8/2013 - One-half reporting fee, Golden Road vs. Islam, CV12-01171	105.00
7/9/2013 - One-half reporting fee, Golden Road vs. Islam, CV12-01171	105.00
7/10/2013 - One-half reporting fee, Golden Road vs. Islam, CV12-01171	60.00
7/11/2013 - One-half reporting fee, Golden Road vs. Islam, CV12-01171	60.00
7/16/2013 - One-half reporting fee, Golden Road vs. Islam, CV12-01171	45.00
7/17/2013 - One-half reporting fee, Golden Road vs. Islam, CV12-01171	45.00
7/18/2013 - One-half reporting fee, Golden Road vs. Islam, CV12-01171	45.00
TOTAL	\$ 720.00

Make all Checks payable to Stephanie Koetting
If you have any questions regarding this invoice, please contact Stephanie at 747-3208 or discoverysk@prodigy.net

THANK YOU FOR YOUR BUSINESS!

FILED
Electronically
09-30-2013:05:39:03 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4032405

Exhibit “5”

Photocopied

4/13/2013

COHEN JOHNSON, LLC: Postage Log				
Date	Matter #	Amount	Qty	Reason For Mailing
4/1/2013	176416	\$ 0.46	1	Ltr to Client re Change of Address
4/1/2013	110205	\$ 0.46	1	Rqst. For Records - Healthport -- Check 5830 for \$90.78
4/1/2013	110204	\$ 0.46	1	Rqst. For Records - Mart Smith Physical Therapy -- Check 5856 for \$16.52
4/1/2013	110204	\$ 0.46	1	Rqst. for Records - Quest Diagnostics -- Check 5854 for \$13.20
4/1/2013	110204	\$ 0.46	1	Rqst. for Records - J&R Med. Records Service -- Check 5855 for \$26.77
4/1/2013	110204	\$ 0.46	1	Rqst. for Records - Steinberg Diagnostic -- Check 5853 for \$69.60
4/1/2013	110204	\$ 0.46	1	Rqst. for Records - Healthport -- Check 5829 for \$120.84
4/1/2013	110204	\$ 0.46	1	Rqst. for Records - Guadalupe Med. Cntr. -- Check 5857 for \$28.20
4/1/2013	120159	\$ 0.46	1	Notice of Proof
4/1/2013	120106	\$ 0.46	1	Annual List of Managers Mailing - 1st Notice
4/1/2013	120132	\$ 0.46	1	Annual List of Managers Mailing - 1st Notice
4/1/2013	166810	\$ 0.46	1	Annual List of Managers Mailing - 1st Notice
4/1/2013	110026	\$ 0.46	1	Annual List of Managers Mailing - 1st Notice
4/1/2013	120050	\$ 1.92	3	3rd Supplemental Answer to Complainant's ROG No. 8 as Modified
4/2/2013	120227	\$ 0.46	48	Ch 13 Plan w/Determination of Interest Rates and Plan Summary
4/2/2013	130000	\$ 0.46	1	Ltr to Lester Tyler Hinkey re Citation No. P0739175A
4/2/2013	120243	\$ 0.46	54	Ch 13 Plan w/Determination of Interest Rates and Plan Summary
4/2/2013	120123	\$ 0.46	1	To Laxalt & Nomura re Stipulation to Continue Discovery - Signed
4/2/2013	110134	\$ 0.66	1	Ltr to Client re Order Confirming Plan No. 4
4/2/2013	120198	\$ 0.66	1	Reply in Support of Motion to Reconsider
4/3/2013	110177	\$ 0.46	1	Ltr to Client re Withdrawal of Complaint
4/3/2013	110217	\$ 0.46	2	Reply in Support of Application for Order to Show Cause
4/3/2013	130031	\$ 8.97	1	CERTIFIED MAIL - Envelope to Loss Mitigation from Yuliana
4/4/2013	871404	\$ 0.46	1	Re-Mailed Annual List of Officers Ltr Because of Returned Mail
4/4/2013	176416	\$ 0.46	1	Stip. & Order as to Judgment on Costs as to Pltf Morris and Satisfaction Thereof
4/4/2013	120062	\$ 0.46	1	Ltr to Client re Deposition
4/4/2013	110110	\$ 2.32	1	Def's Supplemental Brief in Support of Motion for Summary Judgment
4/4/2013	120138	\$ 2.92	1	Opposition to Pltf's Renewed Motion for Summary Judgment
4/4/2013	120216	\$ 0.46	3	Ltr to Reynolds & Hamilton re Missing Filings cc Vanel
4/4/2013	120210	\$ 0.46	1	Counterdef's Answer to Counterclaim
4/4/2013	120210	\$ 0.46	1	Pltf/Counterdef's Offer of Judgment
4/5/2013	130054	\$ 0.46	1	Ltr to Client re Results of Asset Search
4/5/2013	120230	\$ 0.46	1	Ltr to St. Rose re Request for Medical Records
4/5/2013	130010	\$ 1.72	1	Ltr to DMV re Retained as Counsel
4/5/2013	110070	\$ 0.66	1	NEO to Withdraw as Atty of Record
4/5/2013	120198	\$ 0.46	1	Notice of Hearing on Motion to Reconsider
4/8/2013	120209	\$ 7.17	1	CERTIFIED MAIL - Ltr to Amy Burkholder re Superior Linen Position Statement
4/8/2013	120213	\$ 0.46	1	Stip. To Dismiss Adversary Proceeding & Order Approving Stip.
4/8/2013	120061	\$ 0.66	1	NEO - Stipulation and Order to Amend Complaint, Answer & Counterclaim
4/8/2013	120234	\$ 0.46	1	Ltr to Don Herman @ Willow Creek re Offer of Judgment

4/8/2013	130051	\$	0.46	1	Substitution of Counsel for Plaintiff	
4/8/2013	130020	\$	0.46	1	Ltr to Client re Non-Representation	
4/9/2013	120198	\$	0.46	1	NEO of Stipulation & Order	
4/9/2013	130078	\$	1.72	1	Ltr to Gabroy Law Offices re Employment Records	
4/10/2013	120012	\$	0.46	1	Pltf's Amended Initial Disc. Pursuant to Fed. Rule of Civil Procedures 26(a)(1)	
4/10/2013	120216	\$	0.66	2	Motion to Set Aside Default & Default Judgment	
4/10/2013	130032	\$	0.46	1	Invoice #5776	
4/10/2013	120142	\$	0.46	1	Forwarding Ltr to Client from Citi Mortgage	
4/10/2013	110177	\$	0.46	1	Forwarding Ltr to Client from HealthPort	
4/11/2013	110084	\$	0.66	3	NEO of Stipulation & Order	
4/11/2013		\$	0.46	1	Ltr to c/o THE EQUITY GROUP - 3785 Sunset, LLC (Not Sure From Who)	Rent
4/11/2013	120185	\$	0.46	1	Ltr to Client re 341 Meeting	
4/11/2013	130019	\$	0.66	1	Reaffirmation Letter	
4/11/2013	130030	\$	0.46	1	Ltr to Client re Ticket Negotiations	
4/11/2013	130001	\$	0.46	1	Ltr to Atty Roth re American Arbitration Association	
4/11/2013	120135	\$	0.46	1	COM Pltf's Motion to Set Aside Default Judgment & Dismiss Case	
4/11/2013	130000	\$	0.46	1	Ltr to Client re Citation, Negotiation	
4/11/2013	120012	\$	0.46	2	Auth for Release of Med. Records w/Return Envelope	
4/12/2013	120047	\$	0.46	1	Ltr to Safeco Insurance re Final Claim Acceptance	
4/12/2013	151709	\$	0.86	2	Def's CCR	
4/15/2013	130007	\$	0.46	1	Ltr to MedicWest re Auth & Release of Med. Records	
4/15/2013	120123	\$	0.86	2	Def's Resp. to Pltf's 1st Set of Req. for Admission to Def. NRS, LLC dba GSR	
4/15/2013	120205	\$	0.46	1	Ltr to Safeco re Offer Acceptance	
4/15/2013		\$	0.46	1	HSJ - IRS	
4/16/2013	130080	\$	0.66	1	Ans. To Taylor, Taylor & the Taylor Family Trust, Dated June 25, 2008	
4/16/2013	120123	\$	7.36	2	Def's Resp. to 1st & 2nd Set of ROGS + Rspns. To Pltf's 1st set of Req. for Production of Docs	
4/16/2013	130018	\$	0.46	1	Ltr to St. Rose re Notice of Automatic Stay	
4/16/2013	120101	\$	0.46	1	Ltr to Atty McPherson re Change of Address	
4/16/2013	110097	\$	0.46	2	Amended Notice of Hearing on Motion to Strike for Trial De Novo	
4/16/2013	130025	\$	0.46	10	Notice to Dismiss Chapter 11 Case	
4/16/2013	120217	\$	0.46	1	Objection to Disc. Commissioner's Report & Recommendations	
4/17/2013		\$	0.46	1	Lit. Services - Payment of Invoice 917929 - Check #5918 for \$1230.90	
4/17/2013	130076	\$	0.46	1	Ltr to LV Metro PD re Payment for Records + Check #5915	
4/17/2013	120117	\$	0.46	1	Ltr to Integrity Document Solutions re Payment for Med. Recs. + Check #5913	
4/17/2013	120030	\$	0.46	1	Ltr to NLV Fire Dept. re Payment for Med. Recs. + Check #5914	
4/17/2013	130000	\$	0.46	1	Ltr to HealthPort re Change of Address	
4/17/2013	120004	\$	0.46	1	Ltr to CAN Ins. Re Notice of Release of All Claims	
4/17/2013	120065	\$	0.46	1	Pltf's 2nd Suppl. To Initial List of Witnesses and Docs. Pursuant to NRCP 16.1	
4/18/2013	110044	\$	0.66	55	Mtn. of Hearing re M2 Value Collateral Strip Off & Modify Rights of Lenderholder	
4/18/2013	120178	\$	0.46	1	Sent to Atty Holbert @ Law Office of Brian Shapiro - from Yuliana	
4/18/2013	130007	\$	3.32	1	Ltr to Integrity County Mutual Ins. Co. re 30 Demand in Attempt to Resolve	
4/18/2013	120233	\$	0.46	1	Notice of Entry of Judgment	
4/18/2013	120065	\$	0.46	1	Second Notice of Rescheduled Depo of Takahashi	

4/23/2013		\$ 0.46	1	Check to Directv (Left in my Bin)	
4/23/2013		\$ 0.46	1	Check to Jung Legal Services (Left in my Bin)	
4/23/2013	130084	\$ 0.46	1	Ltr to Client re New Client Letter	
4/23/2013	130083	\$ 0.46	1	Ltr to Client re New Client Letter	
4/23/2013	120142	\$ 0.46	1	Ltr from CitiMortgage re Servicemembers Civil Relief Act	
4/24/2013	130083/130084	0.66/0.46	1	Ltr to Henderson PD re Request for Records w/ Self Addressed Stamped Envelope	
4/24/2013	130073	\$ 0.46	1	Ltr to Client re 341 Meeting	
4/24/2013	130019	\$ 0.66	1	Reaffirmation Letter	
4/24/2013	174510	\$ 2.12	1	Def Ghanem's Prod. Of Docs. Pursuant to the Order for Examination of Judgment Debtor	
4/25/2013	130082	\$ 0.46	2	COM re Affidavit of Weaver Claiming Exemption	
4/25/2013	120211	\$ 0.46	1	Invoice #5784	
4/25/2013	130051	\$ 0.46	1	NEO of Stipulation & Order	
4/25/2013	110177	\$ 0.46	1	Ltr to Clerk of the Court re Turn Off Notifications for Future Filings	
4/25/2013	110119	\$ 0.46	1	Ltr to McGladrey's re Play LV Gaming Operations, LLC	
4/25/2013	176416	\$ 2.32	5	JRS's Resp. to Noble Title's 1st ROGS & RPD's 7 Morris' Resp. to Nobel Title's 1st ROGS & RPD's	
4/25/2013	110207	\$ 0.46	1	Ltr to Kafoury Armstrong re Financial Statements	
4/25/2013		\$ 0.46	1	Check #5945 for Kathy's Notary Bond	
4/25/2013	120123	\$ 1.72	2	Def's Suppl. Rsp. To pliff's 1st Set of RFP of Docs. To Def. GSR	
4/25/2013	120217	\$ 1.72	1	Motion for Leave to File Amend Complaint	
4/26/2013	120123	\$ 0.66	2	Def's Suppl. Rsp. To pliff's 1st Set of ROGS to Def GSR	
4/26/2013	120198	\$ 0.46	1	NEO re Order re IRG's M2R	
4/26/2013	110097	\$ 1.92	2	Reply in Support of Motion to Strike Request for Trial De Nov	
4/26/2013	Not Open Yet	\$ 0.46	1	Ltr to Client re Personal Injury Claim	
4/26/2013	120239	\$ 0.46	1	Def. Stubbs Joinder to Def. Werner's M2D & Transfer to Business Court	
4/26/2013	130006	\$ 0.66	2	Def. Stubbs' Initial List of Witnesses & Docs.	
4/26/2013	130000	\$ 0.46	1	Ltr to Client re Reduced Fine Notification	
4/26/2013	130000	\$ 0.46	1	Ltr to Client re Reduced Fine Notification	
4/26/2013	130030	\$ 0.46	1	Ltr to Client re Negotiation of Case	
4/29/2013	120142	\$ 0.46	1	Ltr from CitiMortgage re Servicemembers Civil Relief Act	AM
4/29/2013	120195	\$ 0.46	1	Annual List of Managers Mailing - 1st Notice	BAM
4/29/2013	120235	\$ 0.46	1	Ltr to Ally Financial re Ltr of Representation + Power of Atty. & Auth to Release Records	NEA
4/29/2013	120062	\$ 0.46	1	RETURNED - REMAILING Ltr to Client re Depo on 05/22	AM
4/29/2013	110204/110205	\$ 0.66	2	COM re Findings of Facts, Conclusion of Law & Order	NEA
4/29/2013	120012	\$ 1.92	1	Ltr to Denise Reymore re LV Paving's 1st Set of ROGS & 1st Set of Req. for Prod. Of Docs.	AM
4/30/2013	120214	\$ 0.66	1	Ltr from WF Home Mortgage re Request for Proof of Ins.	JL
4/30/2013	120188	\$ 0.46	1	Ltr to Client re 341 Meeting of Creditors	DEB

POSTED

[illegible]

5/14/2013	12013	\$ 0.46	Letter to Client re: Offer of Settlement	Robert A. Dutton, Esq.	NEA
5/14/2013	13000	\$ 0.46	Letter to Client re: Personal Injury Claim	Victoria Achaval	IR
5/15/2013	31000	\$ 0.46	Letter to Client re: Citation Dismissed	Maria T. Hernandez	IR
5/15/2013		\$ 0.46	Travelers Payment of PMA	Lawyers Ct. Remedies Center	BAM
5/15/2013		\$ 0.46	AT&T Payment	AT&T	BAM
5/15/2013		\$ 0.46	Cox Payment	Cox	BAM
5/15/2013		\$ 0.46	Payment to Health Plan of Nevada	Health Plan of Nevada	BAM
5/15/2013	120244	\$ 0.46	Letter to American Family Insurance re: Alexander Achaval Settlement	American Family Insurance	NEA
5/15/2013	120216	\$ 0.46	Letter to client re: Default Judgment	Stephanie Vane	NEA
5/15/2013	130216	\$ 0.46	Letter to Reynolds & Associates re: Stephanie Vane	Ronald H. Reynolds, Esq.	NEA

POSTED 

5/30/2013	110061	\$ 0.46	1	Ltr to Client re Trustee's Directive Dated: 05/24/2013	Karayoun Kaib-Smith	DEB
5/30/2013	120164	\$ 0.46	1	Representation of Client Simmonds	Westley U. Villanueva	DEB
5/30/2013	130015	\$ 1.32	1	Answer to Complaint & Counter Claim Case No. A-12-660103-C	M. Craig Murdy, Esq.	NEA
5/31/2013	130039	\$ 0.46	1	Ltr to Client re Statement of Intention for Bass assoc.	Negar Gorgin	KLR
5/31/2013	130030	\$ 0.46	1	Ltr to Client re Recommendations to Follow & Drug Court	Jesus Garcia	JR
5/31/2013	130031	\$ 0.46	1	Mortgage Account Statement mailed to Client	Brent Brinkerhoff	YR
5/31/2013	130051	\$ 5.05	1	Opposition to Defendants motion to dismiss Plaintiffs amended complaint, & counter motion to amend	Michael N. Feder, Esq.	BAM
6/3/2013	130077	\$ 1.32	1	Motion to Strike on Order Shortening Time & Reply to Defendants' Opp to Plaintiffs Motion to Deny, Dismiss or Stay	Michael A. Olsen, Esq.	JR
6/3/2013	120061	\$ 0.66	1	Notice of Entry of Stipulation & Order	Stephen R. Hackett, Esq.	NEA
6/3/2013	130083	\$ 0.46	1	Ltr to St. Rose Dominican Hospital re Request for Medical Records	Siena Campus	JR
6/3/2013	130084	\$ 0.46	1	Ltr to St. Rose Dominican Hospital re Request for Medical Records	Siena Campus	JR
6/3/2013	120123	\$ 0.46	1	Pre-Trial Disclosure of Witnesses & Exhibits	Robert A. Dotson, Esq.	NEA
6/3/2013	120123	\$ 0.46	1	Pre-Trial Disclosure of Witnesses & Exhibits	Mark Wray, Esq.	NEA
6/4/2013	151709	\$ 0.66	1	Opposition to Motion to Strike Defendants' Answer & Notice of Appraurance	Thomas W. Davis, II, Esq.	NEA
6/4/2013	130013	\$ 0.46	1	Copy of Ltr to Soderstrom to Client re Representation of Glen Hill & Maryann	Kevin S. Soderstrom	YR
6/4/2013	120123	\$ 0.46	1	Check No.5891	Litigation Services of Nevada	NEA



POSTED



POSTED

24/2013	120014	\$	2.55	1	Packet re Plaintiff's Early Arbitration Conf	John Boyer	JR
24/2013	120014	\$	2.55	1	Packet re Plaintiff's Early Arbitration Conf	Mark Traffon	JR
24/2013	120227	\$	0.46	1	Ltr to Client re Paystubs	Michael & Cordelia Albanese	DEB
28/2013	176416	\$	1.32	1	First Req. for Production of Docs re The Morris Trust & The First Request for Production of Docs re Noble Title	Mary Musso	JR
28/2013	176416	\$	1.32	1	First Req. for Production of Docs re The Morris Trust & The First Request for Production of Docs re Noble Title	Michael R. Mushkin	JR
28/2013	176416	\$	1.32	1	First Req. for Production of Docs re The Morris Trust & The First Request for Production of Docs re Noble Title	Justin Hepworth	JR
28/2013	176416	\$	1.32	1	First Req. for Production of Docs re The Morris Trust & The First Request for Production of Docs re Noble Title	Kolesar & Leatham	JR
28/2013		\$	0.46	1	Payment to At&T Mobility	AT&T	CD
28/2013		\$	0.46	1	Payment to Directv	DIRECTV	CD
29/2013	120123	\$	5.05	1	Ltr to Plaintiff's or in Rebuttal w/ Testimony of Defen Expert Aguarraro & all Evidence of Damages Based on Theoretical Re	Robert A. Dotson, Esq.	JR
29/2013	120123	\$	5.05	1	Ltr to Plaintiff's or in Rebuttal w/ Testimony of Defen Expert Aguarraro & all Evidence of Damages Based on Theoretical Re	Mark Wray, Esq.	JR
29/2013	177210	\$	0.46	1	Ltr to client re Chapter 7 341 Meeting of Creditors	McCluskey	DEB
29/2013	130095	\$	0.46	1	Ltr to Sloane re Representation of client Herman	Jeffrey Glenn Sloane	DEB
30/2013	120127	\$	1.32	1	Plx ?? & CD	James E. Smyth, II, Esq.	NEA
30/2013	120127	\$	5.05	1	Packet re Reply to Defendants Response to Objection to Discovery Commissioner's Report	James E. Smyth, II, Esq.	NEA

6/12/2013	120123	\$ 0.46	1	Defendant's Supplemental Responses to Pliffs Interrogatory	Mark Wray, Esq.
6/12/2013	120123	\$ 1.32	1	Request for Submission of Grand Sierra Resort's re Motion in Limine to Exclude Testimony & GRS Reply to Pliffs Opp	Robert A. Dotson
6/12/2013	120123	\$ 1.32	1	Request for Submission of Grand Sierra Resort's re Motion in Limine to Exclude Testimony & GRS Reply to Pliffs Opp	Mark Wray, Esq.
6/12/2013	120227	\$ 0.46	51	Chp 13 Plan with Determination of Interest Rates & Plan Summary	Various Banks
6/13/2013	130016	\$ 1.32	1	Notice of Motion to Continue Bench Trial	James E. Shapiro, Esq.
6/13/2013	130013	\$ 0.46	1	Ltr to Almy re Offer not yet Received	Kevin S. Soderstrom
6/13/2013	130013	\$ 0.46	1	Copy of Ltr to Soderstrom to Client re Offer Not Yet Received	Glen Hill & Maryann
6/13/2013	120123	\$ 1.12	1	Defendant's Supplement Responses to Plaintiff's First Set of Request for Productin of Docs.	Robert A. Dotson, Esq.
6/13/2013	120123	\$ 1.12	1	Defendant's Supplement Responses to Plaintiff's First Set of Request for Productin of Docs.	Mark Wray, Esq.