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IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant/Cross-Respondent,
vs.

SUMONA ISLAM, an individual,
Respondent/Cross-Appellant
and

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

Respondent.

SUMONA ISLAM, an individual,
Appellant

vs.

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

Respondent.

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

Appellant/Cross-Respondent,
vs.

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

Respondent/Cross-Appellant.

Case No.: 64349

FILED

NOV 07 2014

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *S. Young*
DEPUTY CLERK

Case No.: 64452

Case No.: 65497

**JOINT APPENDIX
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).

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INDEX

VOLUME I

1
2 Verified Complaint For Damages (04-27-12)App. 0001-0013
3 Ex-Parte Motion For Temporary Restraining Order
4 and Motion For Preliminary Injunction (05-03-12)App. 0014-0079
5 Affidavit of Robert Dotson In Support of
6 Motion For Temporary Restraining Order (05-03-12).....App. 0080-0083
7 Affidavit of Service of Sumona Islam
8 of the Summons and Complaint (05-04-12).....App. 0084-0088
9 Amended Verified Complaint For Damages (05-07-12)App. 0089-0103
10 Plaintiff's Notice of NRCPP 7.1 Disclosure (05-08-12)App. 0104-0106
11 Order Granting Ex Parte Motion For
12 Temporary Restraining Order Against
13 Defendant Sumona Islam (05-09-12)App. 0107-0110
14 Notice of Entry of Order Granting Ex Parte Motion
15 For Temporary Restraining Order Against Defendant
16 Sumona Islam (05-10-12).....App. 0111-0119
17 Minutes of the Court re: 05/07/12 Application For
18 TRO Hearing (05-14-12)App. 0120-0123
19 Notice of Appearance (05-15-12).....App. 0124-0127
20 Peremptory Challenge of Judge (05-15-12)App. 0128-0131
21 Notice of Peremptory Challenge of Judge (05-15-12)App. 0132-0135
22 Case Assignment Notification (05-16-12).....App. 0136-0138
23 Hearing Brief (05-17-12).....App. 0139-0222
24 Plaintiff's List of Exhibits (05-17-12).....App. 0223-0226
25 Answer to Amended Complaint For Damages (05-31-12)App. 0227-0233
26 Defendant Islam's Answer to Plaintiff
27 Golden Road's Amended Verified
28 Complaint For Damages (06-01-12)App. 0234-0239
Order Directing Random (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
3 Minutes of the Court re: 06/20/12 Status Hearing (6-21-12) App. 0254-0256
4
5 Joint Case Conference Report (06-29-12) App. 0257-0273
6
7 Pretrial Order (07-02-12) App. 0274-0279
8
9 Order Granting Golden Road Motor Inn, Inc.'s Motion
10 For Temporary Restraining Order Against Defendant
11 Sumona Islam and Agreement Between Defendant
12 Nav-Reno-GS, LLC dba Grand Sierra Resort and
13 Golden Road Motor Inn, Inc. (07-05-12) App. 0280-0283
14
15 Notice of Entry of Order (07-05-12) App. 0284-0292
16
17 Notice of Posting Bond (07-06-12) App. 0293-0298
18
19 Affidavit of Counsel In Support of Plaintiff's Motion
20 For Partial Summary Judgment (08-22-12) App. 0299-0302
21
22 Addendum to Motion for Partial
23 Summary Judgment (08-22-12) App. 0303-0306
24
25 Motion For Partial Summary Judgment (08-23-12) App. 0307-0328
26
27 Stipulation For Preliminary Injunction (08-24-12) App. 0329-0337
28
29 Order on Stipulation For Preliminary Injunction (08-24-12) App. 0338-0339
30
31 Notice of Entry of Order (08-24-12) App. 0340-0346
32
33 Stipulated Protective Order (08-27-12) App. 0347-0357
34
35 Notice of Entry of Order (08-28-12) App. 0358-0373
36
37 Amended Joint Case Conference Report (09-10-12) App. 0374-0423
38
39 Opposition of Sumona Islam to Atlantis Motion
40 For Partial Summary Judgment (09-10-12) App. 0424-0456
41
42 Opposition to Motion For Partial
43 Summary Judgment (09-13-12) App. 0457-0479
44
45 Motion to Dissolve Preliminary Injunction (02-07-13) App. 0480-0484
46
47 Stipulation to Continue Trial
48 and Related Discovery (02-12-13) App. 0485-0489
49
50 Non-Opposition to Motion to Dissolve
51 Preliminary Injunction (02-12-13) App. 0490-0492
52
53 Supplemental Opposition to Motion For
54 Partial Summary Judgment (02-15-13) App. 0493-0499

VOLUME III

1 Supplemental Opposition of Sumona Islam to Atlantis
2 Motion For Partial Summary Judgment (02-19-13).....App. 0500-0507

3 Plaintiff's Opposition to Defendant
4 Sumona Islam's Motion to Partially
5 Dissolve Preliminary Injunction and Countermotion
6 to Continue Preliminary Injunction (02-22-13).....App. 0508-0551

7 Reply In Support of Motion to Dissolve
8 Preliminary Injunction and Opposition to Motion
9 to Continue Injunction (02-25-13)App. 0552-0556

10 Reply In Support of Plaintiff's Motion to
11 Continue Preliminary Injunction (03-04-13)App. 0557-0561

12 Reply to Islam's Oppositions to Motion
13 For Partial Summary Judgment (03-22-13).....App. 0562-0587

14 Affidavit of Counsel in Support of Plaintiff's
15 Reply to Islam's Oppositions to Motion
16 For Partial Summary Judgment (03-22-13).....App. 0588-0591

17 Affidavit of Debra Robinson in Support of
18 Plaintiff's Reply to Islam's Oppositions
19 to Motion for Partial Summary Judgment (03-22-13).....App. 0592-0594

20 Reply to GSR's Oppositions to Motion
21 For Partial Summary Judgment (03-22-13).....App. 0595-0617

22 Affidavit of Counsel in Support of Plaintiff's
23 Reply to GSR's Oppositions to Motion For
24 Partial Summary Judgment (03-22-13)App. 0618-0620

25 Order [granting Motion to Dissolve
26 Preliminary Injunction] (04-25-13)App. 0621-0623

27 Order [vacating Order granting Motion to Dissolve
28 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

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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).

1 Motion to Exclude Testimony of Brandon McNeeley
2 Either in Support of Plaintiff's Case or in Rebuttal
3 to The Testimony of Defendant's Expert Jeremy
4 Aguararo (sic) and All Evidence of Damages
5 Based on Theoretical Revenue, Lost Gamblin (sic)
6 Days and Life Time Value of Players (05-29-13).....App. 0684-0764
7 Motion For Partial Summary Judgment (06-03-13).....App. 0765-0773
8 Islam's Opposition to Atlantis Motion in Limine (06-07-13).....App. 0774-0779
9 Plaintiff's Opposition to Defendants'
10 Motions in Limine (06-07-13).....App. 0780-0794
11 Affidavit of Counsel in Support of Plaintiff's Opposition
12 to Defendants' Motions in Limine (06-07-13).....App. 0795-0879
13 Alternative Opposition to GSR's Motion
14 For Partial Summary Judgment (06-14-13).....App. 0880-0893
15 Affidavit of Counsel in Support of
16 Alternative Opposition to GSR's Motion
17 For Partial Summary Judgment (06-14-13).....App. 0894-0897
18 Defendant GSR's Objection to Plaintiff Golden Road's
19 Pre-Trial Disclosure of Witnesses and Exhibits (06-14-13)App. 0898-0905
20 Defendant Sumona Islam's Joinder in Grand Sierra's
21 Objections to the Atlantis' Pre-Trial Disclosures (06-14-13)App. 0906-0909
22 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).

23 Plaintiff's Trial Statement (06-26-13).....App. 0926-1042
24 Defendant GSR's Trial Statement
25 Pursuant to Local Rule 5 (06-27-13).....App. 1043-1064
26 Minutes of the Court
27 re: 06/10/13 Pre-Trial Conference (06-27-13)App. 1065-1066
28 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
3 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**
5 **entered on August 27, 2012 by the district court (2 App. 347-357) and by**
6 **order of the district court during trial (19 App. 3948:12-13).**

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

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

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

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

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

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

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

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

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

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

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

22 **VOLUME VII**

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

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

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

///

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,
NRCP 68 and NRS 17.115 (10-19-13).....App. 1631-1654

15

16 **VOLUME VIII**

17 Affidavit of Counsel in Support of Motion For Award of
Attorney's Fees and Costs to Defendant GSR Pursuant to
NRS 600A.060, NRCP 68 and NRS 17.115 (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

24 Plaintiff's Opposition to GSR's Motion For
Award of Attorney's Fees and Costs (11-04-13)App. 1818-1831

25 **VOLUME IX – FILED UNDER SEAL**

26 **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).**

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
and For Injunction Pending Appeal (11-04-13)App. 1907-2009

2

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
to File Attorneys Fees Records of Atlantis in
the Official Court Record (11-13-13).....App. 2023-2028

7 Amended Notice of Appeal [Islam] (11-15-13)App. 2029-2032

8

9 **VOLUME X – FILED UNDER SEAL**

10 **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).**

11 GSR's Opposition to Plaintiff's Motion to Stay
Enforcement of Judgment and For Injunction
Pending Appeal (11-20-13)App. 2033-2088

12

13 Plaintiff's Motion For Clarification of Order
Regarding Attorney's Fees and Costs (11-21-13).....App. 2089-2092

14

15 Islam's Opposition to Atlantis Motion For Stay
and Injunction on Appeal, and Alternatively,
Cross-Motion For Stay on Appeal Upon
Posting of Nominal Bond (11-21-13)App. 2093-2097

16

17 Plaintiff's Response to Islam's Motion For
Order to File Attorneys Fees Records of Atlantis
in The Official Court Record (11-21-13)App. 2098-2102

18

19 Reply in Support of Plaintiff's Motion to
Stay Enforcement of Judgment and For Injunction
Pending Appeal and Response to Islam's Cross-
Motion For Stay on Appeal (11-27-13)App. 2103-2110

20

21

22 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

23

24 Islam's Opposition to The Atlantis Motion For
Clarification of Order Regarding Attorneys
Fees and Costs (12-04-13).....App. 2117-2120

25

26 Reply in Support of Plaintiff's Motion For
Clarification of Order Regarding Attorney's
Fees and Costs (12-10-13).....App. 2121-2125

27

28 ///

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 Official Court Record] (12-24-13)	App. 2129-2131
3		
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 NRS 600A.060, NRCP 68 and NRS 17.115 (01-21-14).....	App. 2147-2171
8		
9	Affidavit of Counsel in Support of Renewed Motion For Award of Attorney's Fees to Defendant GSR Pursuant to NRS 600A.060, NRCP 68 and NRS 17.115 (01-21-14).....	App. 2172-2186
10		
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 of Attorney's Fees and Costs (02-06-14)	App. 2203-2277
14		
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

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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).

3 Transcript of Proceedings
Trial Day 6 (07-10-13)
4 Witness: Susan Moreno App. 3445-3490

5 Transcript of Proceedings
Trial Day 6 (07-10-13)
6 Witnesses: Donna Nunez and Tom Flaherty App. 3491-3558

7 Transcript of Proceedings
Trial Day 6 (07-10-13)
8 Witness: Lilia Santos App. 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).

11 Transcript of Proceedings
Trial Day 7 (07-11-13)
12 Witness: Brandon McNeely App. 3611-3784

13 Transcript of Proceedings
Trial Day 8 (07-12-13)
14 Witness: Christian Ambrose App. 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).

17 Transcript of Proceedings
Trial Day 8 (07-12-13)
18 Witnesses: Maria Maldonado,
19 Maura Navarro and Jeremy Aguero App. 3852-3950

20 Transcript of Proceedings
Trial Day 9 (07-16-13)
21 Witness: Debra Robinson App. 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).

23 Transcript of Proceedings
Trial Day 10 (07-17-13)
24 Dotson Closing Argument App. 4056-4116

25 Transcript of Proceedings
Trial Day 10 (07-17-13)
26 Wray Closing Argument App. 4117-4180

1	Transcript of Proceedings Trial Day 11 (07-18-13) Johnson Closing Argument	App. 4181-4205
2		
3	Transcript of Proceedings Trial Day 11 (07-18-13) Dotson Second Closing Argument	App. 4206-4238
4		
5	Transcript of Proceedings Trial Day 11 (07-18-13) Decision of the Court.....	App. 4239-4263
6		
7	<u>VOLUME XXI –FILED UNDER SEAL</u>	
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 (ATL 0001 – 0004).....	App. 4264-4268
10		
11	Trial Exhibit 2 Business Ethics Policy and Code of Conduct Acknowledgement and Conflicts of Interest Statement (ATL 0005 – 0018).....	App. 4269-4283
12		
13		
14	Trial Exhibit 3 Company Policy Regarding Company Property, Proprietary Information and Trade Secrets (ATL 0019 – 0021).....	App. 4284-4287
15		
16	Trial Exhibit 4 Non-Compete/Non-Solicitation Agreement (ATL 0022).....	App. 4288-4289
17		
18	Trial Exhibit 5 April 6, 2012 and April 18th letters (ATL 0023 – 0034).....	App. 4290-4302
19		
20	Trial Exhibit 6 Handwritten guest list produced by Sumona Islam. First and last page of each of the five books, ISLAM 1, 57, 58, 128, 129, 203, 204, 258, 259, 276.....	App. 4303-4313
21		
22		
23	Trial Exhibit 7 Summary of modifications to customer database by Sumona Islam in days leading up to her resignation (ATL 0041 – 0043).....	App. 4314-4317
24		
25	Trial Exhibit 8 Audit History (redacted) of the modifications made by Ms. Islam to the customer database (ATL 0044 – 0048).....	App. 4318-4323
26		
27		
28	///	

1	Trial Exhibit 9 Audit History (unredacted) of the modifications made by Ms. Islam to the customer database (ATL 0044a – 0048a)	App. 4324-4329
3	Trial Exhibit 10 Example of GSR solicitations (ATL 0049)	App. 4330-4331
5	Trial Exhibit 11 Example of GSR solicitations (ATL 0050)	App. 4332-4333
7	Trial Exhibit 12 Example of GSR solicitations (ATL 0051)	App.4334-4335
9	Trial Exhibit 13 Example of GSR solicitations (ATL 0052)	App. 4336-4337
11	Trial Exhibit 14 Offer letter and draft offer letter (GSR 00026 - 00027 and GSR 0007 - 0008)	App. 4338-4342
13	Trial Exhibit 15 GSR Confidentiality and Non-Disclosure Agreement (GSR 00004)	App. 4343-4344
15	Trial Exhibit 16 GSR Database Agreement (GSR 00005)	App. 4345-4346
17	Trial Exhibit 17 Remainder of employment file of Sumona Islam (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 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., entered on July 5, 2012	App. 4371-4375
23	Trial Exhibit 19 GSR list of guests coded to Islam at GSR (GSR 00740-00752)	App. 4376-4389
25	Trial Exhibit 20 Atlantis' job description for Executive Casino Host (ATL 0284 – 0285)	App. 4390-4392
27	Trial Exhibit 21 Atlantis' job description for Concierge Manager (ATL 0286)	App. 4393-4394

1	Trial Exhibit 22 Emails to / from Rackenberg/ DeCarlo (ATL 0592).....	App. 4395-4396
2		
3	Trial Exhibit 23 Email regarding the hiring of Sumona Islam (ATL 0210).....	App. 4397-4398
4		
5	Trial Exhibit 24 Frank DeCarlo's sent email (ATL 0564).....	App. 4399-4400
6		
7	Trial Exhibit 25 Frank DeCarlo's sent email (ATL 0492).....	App. 4401-4402
8		
9	Trial Exhibit 26 Frank DeCarlo's deleted email (ATL 0321).....	App. 4403-4404
10		
11	Trial Exhibit 27 Frank DeCarlo's sent email (ATL 0462).....	App. 4405-4406
12		
13	Trial Exhibit 28 Frank DeCarlo's deleted email (ATL 0298).....	App. 4407-4408
14		
15	Trial Exhibit 29 Frank DeCarlo's deleted email (ATL 0347).....	App. 4409-4410
16		
17	Trial Exhibit 30 Frank DeCarlo's deleted email (ATL 0339).....	App. 4411-4412
18		
19	Trial Exhibit 31 GSR Rated Players of Sumona Islam prepared by The Financial Planning and Analysis Group and GSR Guest Reports regarding Sumona Islam (ATL 1001 - 1004).....	App. 4413-4417
20		
21		
22	Trial Exhibit 32 Expert report and CV of Jeremy A. Aguero.....	App. 4418-4450
23		
24	Trial Exhibit 33 Spreadsheet for offer dated April 1-23 (GSR-AMBROSE 0052-0061).....	App. 4451-4461
25		
26	Trial Exhibit 34 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	
	Non-Locals Duplicates	
2	(GSR-AMBROSE 0016-0018).....	App. 4478-4481
3	Trial Exhibit 36	
4	Spreadsheet for offer dated May 24 – June 19 Non-locals	
4	(GSR-AMBROSE 0092-0121).....	App. 4482-4512
5	<u>VOLUME XXII – FILED UNDER SEAL</u>	
6	This Volume is filed under seal pursuant to the Stipulated Protective Order	
7	entered on August 27, 2012 by the district court (2 App. 347-357) and by	
7	order of the district court during trial (19 App. 3948:12-13).	
8	Trial Exhibit 37	
8	Spreadsheet for offer dated June20 – July17 Non-Locals	
9	(GSR-AMBROSE 0062-0091).....	App. 4513-4543
10	Trial Exhibit 38	
10	Spreadsheet for offer dated April 1- 23 Locals	
11	(GSR-AMBROSE 0032-0051).....	App. 4544-4564
12	Trial Exhibit 39	
12	Spreadsheet for offer dated April 24- May 23	
13	(GSR-AMBROSE 0019-0026).....	App. 4565-4573
14	Trial Exhibit 40	
14	Spreadsheet for offer dated May 24 – Jun 19 Locals	
15	(GSR-AMBROSE 0027-0031).....	App. 4574-4579
16	Trial Exhibit 41	
16	Ambrose Emails	
17	(GSR-AMBROSE 0122-0159).....	App. 4580-4618
18	Trial Exhibit 42	
18	Revenue Spreadsheets	
19	(GSR-Singh 0001-0007).....	App. 4619-4626
20	Trial Exhibit 43	
20	Harrah’s June 26, 2008 letter to Islam	
21	(ATL 0266 – 0279).....	App. 4627-4641
22	Trial Exhibit 44	
22	Harrah’s October 22, 2009 letter to Islam	
23	(ATL 0280, ATL 0283 and ATL 0283a).....	App. 4642-4645
24	Trial Exhibit 45	
24	Email from Tomelden 1/19/12 and from	
25	DeCarlo to Finn 1/20/12 and privileged emails	
25	(ATL 0281 – 0282).....	App. 4646-4648
26	Trial Exhibit 46	
26	Correspondence between Atlantis and counsel	
27	for Fitzgeralds related to Chau non-compete	
28	(ATL 0604–0625).....	App. 4649-4671

1 Trial Exhibit 47
 Harrah's Employment Agreement provided
 to Atlantis by Sumona Islam
 2 (ATL 0628-0638).....App. 4672-4683

3 Trial Exhibit 48
 4 Emails between Shelly Hadley to Sumona Islam
 (GSR 01932 - 01934).....App. 4684-4687

5 Trial Exhibit 49
 6 GSR Free Play Adjustments and Comps
 GSR 1935 - 1981App. 4688-4735

7 Trial Exhibit 50
 8 Hadley emails
 GSR 2029 - 2033.....App. 4736-4741

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

13 Trial Exhibit 51
 14 Hadley emails
 15 GSR 1982 - 2028App. 4742-4789

16 Trial Exhibit 52
 17 Grand Sierra Resort Employee Handbook
 18 (GSR 02034 - 2064).....App. 4790-4821

19 Trial Exhibit 53
 20 Resume of Abraham PearsonApp. 4822-4824

21 Trial Exhibit 54
 22 Concierge Lounge Schedules
 23 (ATL 0137 - 0151).....App. 4825-4840

24 Trial Exhibit 55
 25 March 12, 2010 memo re Host Internet Access Agreement
 26 (ATL 0153).....App. 4841-4842

27 Trial Exhibit 56
 28 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	
	(ATL 0992 – 0994)	App. 4900-4903
3	Trial Exhibit 61	
4	Atlantis Customer Lifetime Value calculations	
	and Harvard Business Review case study	
	(ATL 0973 – 0990).....	App. 4904-4922
5	Trial Exhibit 62	
6	Black’s Law Dictionary and Webster’s	
	Dictionary definition of “sabotage”	
	(ATL 0995 – 1000).....	App. 4923-4929
7	Trial Exhibit 63	
8	Guest contact list prepared by Frank DeCarlo	
	at the direction of Debra Robinson	
	(ATL 1609).....	App. 4930-4931
10	Trial Exhibit 64	
11	Email string dated 4/5/12 regarding guest Arsenault	
	(ATL 1617 – 1618).....	App. 4932-4934
12	Trial Exhibit 65	
13	Email string dated 4/10/12 regarding guest Davidson	
	(ATL 1619 – 1620).....	App. 4935-4937
14	Trial Exhibit 66	
15	Email dated 4/17/12 regarding guest Scheider	
	(ATL 1621).....	App. 4938-4939
16	Trial Exhibit 67	
17	Portions of David Law’s personnel file,	
	redacted as to Social Security number	
	(ATL 1667 – 1681).....	App. 4940-4955
19	Trial Exhibit 68	
20	Portions of Lilia Santos’ personnel file,	
	redacted as to Social Security number	
	(ATL 1682 – 1695).....	App. 4956-4970
21	<u>VOLUME XXIV – FILED UNDER SEAL</u>	
22	This Volume is filed under seal pursuant to the Stipulated Protective Order	
23	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).	
24	Trial Exhibit 69	
25	Concierge Desk Schedules	
	(ATL 1740 – 1766).....	App. 4971-4998
26	Trial Exhibit 70	
27	Emails regarding Ramon Mondragon	
	(ATL 1776 – 1785).....	App. 4999-5009

28 ///

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

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

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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
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; NAV-
17 RENO-GS, 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 **PLAINTIFF'S TRIAL STATEMENT**

24 Plaintiff, GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS CASINO RESORT
25 SPA ("PLAINTIFF" OR "ATLANTIS"), by and through its counsel, Laxalt & Nomura, Ltd.,
26 hereby submits the following trial statement pursuant to WDCR 5.

27 **A. STATEMENT OF FACTS SUPPORTING PLAINTIFF'S CLAIMS AND DEFENSES**

28 **1. Introduction**

This is a multi dimensional commercial civil lawsuit involving claims sounding and
breach of contract, conversion of property, tortious interference with contractual relations and
prospective economic advantage and violations of the Nevada Uniform Trade Secret Act

1 (“NUTSA”). The Court has previously granted relief to Plaintiff in the form of two Temporary
2 Restraining Orders and thereafter a Stipulated Preliminary Injunction. Although the granted
3 injunctive relief fulfills much of the Plaintiff’s seventh claim for relief, ATLANTIS is seeking a
4 permanent injunction (as authorized by the NUTSA) against both Defendants regarding the use
5 of certain confidential trade secret information. Moreover, the ATLANTIS herein seeks
6 damages, both compensatory and punitive, based upon the injuries inflicted upon it by the
7 actions of these Defendants as further set forth below.

8 **2. Breach of Contract**

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

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

19 It is anticipated that the Court will receive into evidence four agreements between
20 SUMONA ISLAM (“ISLAM”) and ATLANTIS that bear on this claim and have been breached
21 by ISLAM. The existence of these is believed to be undisputed. Three of these can most
22 generally summarized as confidentiality agreements and the fourth is a Non-Compete/Non-
23 Solicitation Agreement (“Non-Compete Agreement”) which also has confidentiality
24 implications. ATLANTIS will present evidence demonstrating ISLAM’s breach of the Non-
25 Compete agreement by becoming employed at a competing gaming establishment within one
26 year and 150 miles of ATLANTIS. Further, the evidence will demonstrate that after becoming
27 employed by GRAND SIERRA RESORT (“GSR”) in violation of the Non-Compete Agreement,
28 ISLAM further violated one of the cardinal purposes of that agreement, the dissemination of
confidential information by providing confidential player information of the ATLANTIS to the

1 GSR. The ATLANTIS expects to demonstrate that these actions were in violation of the specific
2 terms of the Atlantis On Line System User Agreement, the Business Ethics Policy and Code of
3 Conduct and the Atlantis company policy regarding company property, proprietary information
4 and trade secrets. Specifically, the evidence will demonstrate that ISLAM misappropriated
5 customer lists, including not just the identification of guests and prospective guests of the
6 ATLANTIS, but also the nature and types of services that were rendered in the past by the
7 ATLANTIS to such guests including their gaming preferences, gaming levels, ratings and
8 histories, but also the type of marketing offer which would likely be required to successfully
9 solicit individual players away from ATLANTIS and to GSR. The evidence will demonstrate
10 that this confidential information was in some instances directly input into the GSR computer
11 marketing database. The evidence will demonstrate and it is believed to be undisputed that this
12 was the case for approximately 225 individual ATLANTIS guests. Although disputed the
13 evidence is irrefutable the many of these guests were not even assigned to ISLAM while she
14 worked at ATLANTIS. Additionally, ISLAM and GSR have conceded to the use of confidential
15 and proprietary type information to guide marketing efforts, not just to the new guests, but also
16 to guests where some of the information already resided with GSR.¹

17 **3. Conversion of Property**

18 The ATLANTIS' second claim for damages relates to conversion of property.
19 Conversion in Nevada is defined as "a distinct act of dominion wrongfully exerted over
20 another's personal property in denial of, or inconsistent with his title or rights therein or in
21 derogation, exclusion, or defiance of such title or rights." *M.C. Multi Family Development,*
22 *L.L.C. v. Crestdale Associates Ltd.*, 124 Nev. 901, 910, 196 P.3d 536 (2008) *citing Evans v.*
23 *Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606, 5 P.3d 1043, 1048 (2000).² Conversion is
24 applicable to intangible property such as a contractor's license or internet website domain
25 name. *M.C. Multi Family Development, L.L.C. v. Crestdale Associates Ltd.*, 124 Nev. at 911-
26 912.

27
28 ¹ See, Defendant's Responses to First Set of Request for Admission to Defendant NAV-RENO-GS, LLC dba Grand Sierra Resort and Islam's Responses to Plaintiff's First Request for Admissions.

² It is an act of general intent which does not require wrongful intent and is not excused by care, good faith or lack of knowledge. *Id.*

1 The evidence will establish that ISLAM purposefully made false entries into the
2 ATLANTIS database for the wrongful purpose of interfering with the business relationship
3 between ATLANTIS and its established and known guests. This is admitted by ISLAM. This
4 act of conversion by ISLAM had the additional benefit of creating a period of time wherein she
5 could, on behalf of GSR, market and solicit to these 87 people without having to compete with
6 marketing and solicitation efforts of ATLANTIS. Indeed, because of her actions, these players
7 would not receive those marketing offers they would normally have expected to have received
8 from ATLANTIS thus causing an irritation to them. The ATLANTIS will present evidence of
9 the actual cost to repair the damage caused by this sabotage.

10 **4. Tortious Interference With Contractual Relations And Prospective**
11 **Economic Advantage**

12 To establish intentional interference with contractual relations, ATLANTIS must
13 show: (1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3)
14 intentional acts intended or designed to disrupt the contractual relationship; (4) actual
15 disruption of the contract; and (5) resulting damage. *Sutherland v. Gross*, 105 Nev. 192, 772
16 P.2d 1287, 1290 (1989).

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

24 **a. Tortious Interference with Contract as Against GSR**

25 The evidence will demonstrate that GSR intentionally interfered with the contracts
26 between the ATLANTIS and Defendant ISLAM. Specifically, GSR has admitted its knowledge
27 of the Non-compete/Non-solicitation Agreement predated even GSR's employment of ISLAM.
28 Indeed, it appears undisputed that GSR recognized that its employment of ISLAM would be in
direct contravention and breach of the terms of the Non-Compete Agreement. In recognition of

1 this fact and in order to reduce the exposure to ISLAM, GSR and ISLAM even went so far as to
2 contract between themselves to have GSR provide reimbursement to ISLAM for her expenses
3 incurred in this lawsuit. Thus, it appears undisputable that GSR recognized the valid and
4 existing contract between the ATLANTIS and ISLAM and intentionally acted to disrupt the
5 contract, going so far as to induce the breach by providing for the defense of this suit.

6 Similarly, there can be no disputing the disruption of the contract and the actual breach as
7 ISLAM'S employment at GSR is in direct contravention of the terms of the Non-Compete
8 Agreement. Lastly, ATLANTIS argues that but for the breach of that agreement, none of the
9 damages it has incurred and sought in this proceeding, including attorney's fees seeking and
10 obtaining injunctive relief, would have occurred. The only exception appears to be those
11 damages running from the claim of conversion described immediately above.

12 **b. Tortious Interference With Prospective Economic Advantage as to ISLAM**
13 **and GSR**

14 The ATLANTIS believes that the evidence will demonstrate that ISLAM and GSR have
15 also tortiously interfered with its prospective economic advantage. Specifically, GSR, as an
16 operator of a gaming establishment itself, understands that a prospective economic advantage
17 exists between a gaming establishment and its known, established gaming guests and other
18 competing establishments. ISLAM understands and will explain that the same principle is the
19 purpose for the job of host. Indeed, the evidence will demonstrate that GSR, like ATLANTIS,
20 exerts considerable effort and resources towards the cultivation of those relationships through
21 solicitation and marketing. The evidence from multiple witnesses employed by both GSR and
22 ATLANTIS will testify that these known guests and the revenue derived from them are the
23 lifeblood of a property and are therefore critical to the success of the business. Moreover, the
24 testimony will support the conclusion that the established guests of ATLANTIS historically
25 receive and redeem offers from the ATLANTIS on a regular basis. The evidence will
26 demonstrate that after becoming employed at GSR, ISLAM added the names and contact
27 information, a customer list of approximately 225 known ATLANTIS guests, to the GSR
28 marketing database. The evidence will further show that of these ATLANTIS claims damages
with regard to as subset of 202 of these guests and that the actions by ISLAM in adding and GSR

1 by accepting and marketing to these players interfered with the prospective contractual
2 relationship with the ATLANTIS, causing these players to frequent the ATLANTIS less. The
3 evidence will also demonstrate that the theoretical gaming wins from these players was reduced
4 in a sum commensurate with the reduction in patronage / visits.

5 The evidence will also demonstrate that ISLAM and GSR utilized other proprietary
6 confidential trade secret information provided by ISLAM for its benefit and which interfered
7 with. Specifically, the evidence will demonstrate that the GSR marketing department
8 coordinated with ISLAM in order to tailor marketing offers to specific ATLANTIS guests that
9 would or were designed to entice them from ATLANTIS. The evidence will demonstrate that it
10 was specifically GSR's goal to cause these players to move their patronage from ATLANTIS to
11 GSR and that GSR utilized the confidential trade secret information of ATLANTIS provided by
12 ISLAM to accomplish that goal. For example, the evidence will demonstrate that ISLAM
13 provided lists of guests and directed that the GSR marketing department provide these players
14 with offers of free play at such a level that she believed it would result in the player moving his
15 or her play from ATLANTIS to GSR. This evidence will demonstrate that the total value, if
16 redeemed, of the free play offered by the GSR at ISLAM's request had a face value of over
17 \$1,000,000. ATLANTIS believes this is evidence of the value at which GSR viewed these
18 players and it is therefore further evidence of the value of the intellectual property, as measured
19 by the Defendants, of the information misappropriated by ISLAM and GSR. In other words, it is
20 also evidence of the value of the relationship which has been interfered with tortiously by GSR
21 and ISLAM.

22 In this regard, the Court will also hear from Brandon McNeely, Data Integration Manager
23 for the ATLANTIS. Mr. McNeely will provide testimony to the Court and through his
24 testimony, ATLANTIS will seek the admission of a study it undertook in 2011 to value its
25 players. This study was undertaken long before this litigation and was commissioned by
26 ATLANTIS as an exercise to determine the probable lifetime value of the players within the
27 category involved here. In other words, known guests of the ATLANTIS. Mr. McNeely will
28 explain that this study, which is designed to calculate the customer lifetime value, as based upon
a study published by Harvard University. The Court will also hear from defense expert Jeremy

1 Agüero who reviewed and relied upon the same information in producing his estimated range of
2 damages. To be clear, ATLANTIS is not claiming in this case that its relationship and
3 prospective economic advantage with regard to each of these players has been severed or lost in
4 its entirety. Rather, ATLANTIS believes the evidence demonstrates that that relationship has
5 been damaged and it will be a question of fact to this Court to determine the level of that
6 damage. In order to assist the Court in this regard, Mr. McNeely has reviewed the 202 player
7 sub-list of the approximately 225 players added to the GSR database by ISLAM. He has
8 reviewed and compared the play of these individuals for the months February through August of
9 2012 as compared to February through August of 2011. He will also testify and be able to
10 provide the Court with perspective of how this group had been performing historically as
11 compared to the population of guests at ATLANTIS as a whole. McNeely will describe to the
12 Court his calculation based upon both theoretical gaming win as well as the reduction in visits
13 observed when comparing this group to its historical performance in 2011.

14 **5. Violations of the Nevada Uniform Trade Secret Act**

15 To establish a misappropriation claim under NRS § 600A.010 *et. seq.*, the plaintiff
16 must show: (1) a valuable trade secret; (2) misappropriation³ of the trade secret through use,
17 disclosure, or nondisclosure of the use of the trade secret; and (3) the requirement that the
18 misappropriation be wrongful because it was made in breach of an express or implied contract
19 or by a party with a duty not to disclose. *Frantz v. Johnson*, 116 Nev. 455, 466, 999 P.2d
20 351, 358 (2000).

21
22 ³ "Misappropriation" per NRS 600A.030(2) means:

- 23 (a) Acquisition of the trade secret of another by a person by improper means;
24 (b) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was
25 acquired by improper means; or
26 (c) Disclosure or use of a trade secret of another without express or implied consent by a person who:
27 (1) Used improper means to acquire knowledge of the trade secret;
28 (2) At the time of disclosure or use, knew or had reason to know that his or her knowledge of the trade
secret was:
(I) Derived from or through a person who had used improper means to acquire it;
(II) Acquired under circumstances giving rise to a duty to maintain its secrecy or limits its
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 Whether information is a trade secret generally is a question of fact for the fact-
2 finder. *Frantz*, 116 Nev. at 466, 999 P.2d at 358. Factors to consider include the extent to
3 which others outside the business know the information, the ease or difficulty with which
4 others could acquire the information properly, whether the information was confidential or
5 secret, and the measure the employer took to guard the information's secrecy. *Id.* at 467, 999
6 P.2d at 358-59.

7 ATLANTIS contends and the evidence both from ATLANTIS and GSR will demonstrate
8 that guests/customer lists are proprietary, confidential information. Similarly, the evidence will
9 demonstrate that the guest's gaming behavior, tendencies and their likes and dislikes all make up
10 information about the guest which is a very valuable trade secret to a gaming establishment. The
11 evidence will demonstrate that both ATLANTIS and GSR treat such information as proprietary
12 and confidential when held by it, and further that when the property acquires that information
13 from the work and efforts of its employees, it similarly is treated and is considered to be
14 proprietary, confidential information by both GSR and ATLANTIS.

15 Similarly, there will be significant evidence presented, both circumstantial and direct, of
16 misappropriation of the ATLANTIS trade secrets both by ISLAM and GSR through use and
17 disclosure. The evidence will demonstrate and is undisputed that virtually immediately after
18 becoming employed by GSR, in violation of her Non-Compete Agreement with the ATLANTIS,
19 ISLAM began to supply GSR with this confidential, proprietary trade secret information. She
20 added the names and contact information of over 200 known, valuable ATLANTIS guests to the
21 GSR database. This is information that was not previously held whatsoever by GSR. Very soon
22 thereafter, GSR and ISLAM began marketing and soliciting these players. This solicitation and
23 marketing effort applied the information known by ISLAM about the players' habits, value,
24 gaming history, likes and dislikes and the effort continued, with ISLAM's assistance at least up
25 until the imposition of the Temporary Restraining Order and/or ISLAM's suspension in early
26 May of 2012. However, the evidence will also demonstrate that like the conspiring employer in
27 the *Frantz* case, GSR continued to field phone calls, emails and other inquires and continued to
28 cultivate the relationships with those guests after the imposition of the Temporary Restraining
Order and ISLAM's suspension. Unfortunately, the use of ATLANTIS proprietary and

1 confidential trade secret information did not stop with the misappropriation of these over 200
2 players. The evidence will demonstrate that ISLAM utilized the information she had gained
3 through her employment at ATLANTIS to identify guests, who had already been issued player
4 tracking cards, some of which frequented GSR and some who did not, to identify which guests
5 had a greater potential than was being observed by GSR in their gaming play. Utilizing this
6 information, Defendants coordinated a marketing scheme wherein the guests in question received
7 solicitation and marketing efforts, including offers of free play, which far exceeded what would
8 have been justified under normal business practices of GSR and what ISLAM knew to be the
9 offers the player would receive from ATLANTIS. In other words, the evidence will demonstrate
10 that but for the information being provided to GSR by ISLAM, these players would have
11 received either no offer at all or one that was significantly less rich and enticing. This is both
12 direct and circumstantial evidence of the misappropriation of ATLANTIS' trade secrets.

13 It is ATLANTIS' contention that although it will not be calling any of the involved guests
14 to trial, there are hundreds that have been effected and that the play behavior of the over 200
15 guests that were added to the database demonstrates the negative impact which the
16 misappropriation of the trade secret has had on the business of ATLANTIS and that the damages
17 to ATLANTIS can be shown, at least in part, from an examination of this evidence.

18 Additionally, ATLANTIS contends that the trade secret misappropriated can be valued by
19 reviewing the Customer Lifetime Value of the guests involved and applying an appropriate
20 royalty or as the defense expert Jeremy Aguero states, applying professional judgment. The
21 testimony and evidence in this regard will include a presentation and explanation of the
22 Customer Lifetime Value analysis which was undertaken by ATLANTIS, well in advance of
23 these events. This analysis may be the best evidence of the value of the trade secret as it is the
24 value that ATLANTIS independently placed upon the customers impacted outside of a litigation
25 context.

26 Other evidence bearing on the issue of damages and demonstrating the value of the trade
27 secrets misappropriated includes the efforts and monies offered by GSR in order to entice these
28 players to frequent GSR. In this regard, the evidence will support the conclusion that if

1 redeemed, the GSR free play offers⁴ to the guests whose information had been misappropriated,
2 had a value well in excess of \$1,000,000. The Uniform Trade Secret Act allows for an award of
3 damages through a determination of the loss caused by the misappropriation and unjust
4 enrichment caused by the misappropriation that does not taking into account computing the loss.
5 Alternatively, in lieu of damages measured by any other methods, damages caused by
6 misappropriation can be measured by a reasonable royalty. NRS 600A.050. The overwhelming
7 weight of evidence will demonstrate that ISLAM and GSR diverted ATLANTIS' trade secrets
8 and caused the ATLANTIS economic loss for which either the actual damages as estimated or a
9 royalty should be imposed.

10 ATLANTIS is also requesting that exemplary damages be awarded in this case. In order
11 to support an award of exemplary damages pursuant to the Nevada Uniform Trade Secret Act,
12 there must be a finding of willful, wanton or reckless misappropriation or disregard of the rights
13 of the owner of the trade secret. Such evidence will be presented here. In this case, the evidence
14 will demonstrate that ISLAM sought the position at GSR based upon her understanding that GSR
15 would hire her despite the fact that she had a Non-Compete Agreement with ATLANTIS.
16 ISLAM's testimony in this regard is expected to be supported by that of Mr. Flaherty and Ms.
17 Hadley, GSR management, who will testify that GSR elected to disregard the terms of the Non-
18 Compete Agreement and that ISLAM negotiated for and indeed GSR agreed to provide for her,
19 contractually, a defense in this lawsuit if and when it was brought. This evidence of willful,
20 premeditated and deliberate conduct is further supported by the testimony of Flaherty and
21 Hadley and their actions in fostering the misappropriation of the trade secrets and knowledge
22 held by ISLAM to the benefit of GSR. The evidence is expected to be not just the testimonial
23 evidence from these witnesses including the circumstantial evidence that can be derived from the
24 natural course and result of their actions, but also the confirming emails representing the wake of
25 these activities. The emails demonstrate that on numerous occasions, ISLAM directed and GSR
26 complied in upgrading a guest player status, resulting in a commensurate increase in their free
27 play and comps at her direction and based upon her knowledge of the guest held by ISLAM from

28

⁴ In other words, offers exclusive of other comps such as food, drink and lodging.

1 her work at ATLANTIS. Contrary to the assertions of the Defendants, the evidence will be
2 unequivocal that the guests involved were not all guests known to ISLAM prior to her
3 employment at ATLANTIS. Indeed, the evidence will demonstrate that many of the involved
4 guests were not even guests with whom she ever had a host relationship while at ATLANTIS. In
5 other words, they were not players with whom she even had a personal business relationship as a
6 consequence of her employment at ATLANTIS. Rather, the evidence will demonstrate that
7 many of the involved guests were players hosted by others while ISLAM worked at ATLANTIS.
8 Although not hosted by her their contact information, gaming tendencies, likes and dislikes were
9 known to ISLAM as a consequence of her employment at the ATLANTIS and her observation of
10 these players. The testimony and documentary evidence will support the fact that GSR made
11 the willful or at least reckless determination to utilize this information and to do, "whatever it
12 could", to assist ISLAM in moving players from ATLANTIS to the GSR. ATLANTIS contends
13 that these willful and deliberate actions are precisely the type of conduct which the Act seeks to
14 make illegal and which, under the Act, is supportive of an award of punitive and exemplary
15 damages. The Act limits this award to double the amount of compensatory damages and
16 ATLANTIS is requesting that the Court impose precisely that measure of an award.

17 The Nevada Uniform Trade Secret Act further provides for an award of attorney's fees
18 and costs to the extent those expenses are incurred in order to enforce the act or prevent illegal
19 conduct. In this case, ATLANTIS, after delivery of a cease and desist letter (which will be in
20 evidence) and receiving a response inaccurately denying any inappropriate conduct, filed the
21 subject lawsuit. ATLANTIS has successfully obtained Temporary Restraining Orders and
22 Preliminary Injunctions and is now bringing this matter to trial seeking further relief. The
23 evidence will demonstrate that ATLANTIS has incurred damages in the form of attorney's fees
24 and costs totaling in excess of \$250,000.

25 **B. STATEMENT OF ADMITTED OR UNDISPUTED FACTS**

26 The facts set forth above are believed to be undisputed when so described.

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1 C. ISSUES OF LAW SUPPORTED BY MEMORANDUM OF AUTHORITIES

2 In addition to the issues of law set forth above, the following issues of law may be of
3 utility to the Court.

4 1. **The Equitable Defense of Unclean Hands Against ATLANTIS With Respect**
5 **to the Harrah's Non-Compete Agreement is Moot and All Such**
6 **Evidence/Argument Should Be Excluded**

7 Defendants, particularly ISLAM, have argued that ATLANTIS allegedly violated the
8 Non-Compete Agreement between ISLAM and Harrah's when it hired ISLAM as a Concierge
9 Manager for the first 6 months of her ATLANTIS employment. See Harrah's Non-Compete
10 Agreement, Trial Exhibit 43, ATL 269-279. Unlike the Non-Compete Agreement between
11 ATLANTIS and ISLAM, the Non-Compete Agreement between ISLAM and Harrah's
12 specifically allowed ISLAM to work at a competing gaming company, just not in a gaming
13 position for the 6 month cool-off period. See paragraph 8 to Trial Exhibit 43, ATL 269-279.
14 ATLANTIS hired ISLAM with the intent to employ her as a host after the cool-off period, but
15 observed its legal obligations and kept ISLAM out of gaming until the 6 months had expired.
16 This is evidenced by the testimony of ATLANTIS co-workers, as well as the fact that ISLAM
17 had no access to the gaming systems needed to conduct the duties of a host until after the 6
18 months expired.⁵

19 In any event, even though the evidence regarding the equitable defense of unclean hands
20 that Defendants advocate is disputed, this defense is no longer relevant to the issues remaining in
21 the case. First, Harrah's never pursued any rights under its Non-Compete Agreement or
22 otherwise sought to enforce it. It is therefore reasonable to conclude that Harrah's did not
23 consider ATLANTIS' actions a violation of the Non-Compete Agreement. Second and most
24 importantly, because more than a year has passed, ATLANTIS' non-compete has expired, the
25 Preliminary Injunction has lifted and no related equitable remedies remain before the Court with

26 ⁵ GSR, on the other hand, hired ISLAM, and ISLAM accepted employment with GSR, knowing full well she had a
27 non-compete obligation that prohibited her from working for a competing gaming company for a full year. The fact
28 that ISLAM negotiated with and GSR promised to provide her legal defense as part of her hiring terms demonstrates
that GSR and ISLAM both knew a lawsuit was likely. They knowingly and intentionally violated the Non-Compete
Agreement, misappropriated and utilized ATLANTIS trade secret information and conducted themselves in bad
faith.

1 respect to the Non-Compete Agreement. See Order dated May 2, 2013. The equitable defense
2 of unclean hands with respect to the Harrah's Non-Compete Agreement, if ever relevant, is now
3 moot. Although ATLANTIS will be pursuing damages for violation of its Non-Compete
4 Agreement with ISLAM, it is no longer pursuing any equitable remedies regarding it, such that
5 all testimony and evidence related to the Harrah's Non-Compete Agreement and whether
6 ATLANTIS complied with the Agreement should therefore be excluded.

7 **2. The ATLANTIS Agreements Need Not Be Retroactive as Relevant**
8 **Agreements Were Signed Prior to ISLAM's Employment (in Rebuttal to**
9 **GSR's Proposed Finding of Fact #11)**

10 8. Plaintiff alleged the following in its May 7, 2012 Amended
11 Verified Complaint: On April 15, 2008, prior to commencing her employment
12 with ATLANTIS, ISLAM executed the ATLANTIS Online System User
13 Agreement ("Online System User Agreement").

14 9. On April 15, 2008, prior to commencing her employment with
15 ATLANTIS, ISLAM also executed an agreement with the ATLANTIS
16 concerning its Business Ethics Policy and Code of Conduct Acknowledgement
17 and Conflicts of Interest Statement. This agreement ("Business Ethics Policy and
18 Code of Conduct Agreement"), including any updates, was again signed by
19 ISLAM on January 23, 2009, February 26, 2010 and January 19, 2011.

20 10. On April 15, 2008, prior to commencing her employment with
21 ATLANTIS, ISLAM also executed the ATLANTIS Company Policy regarding
22 Company Property, Proprietary Information, and Trade Secrets (hereinafter
23 referred to as "Trade Secret Agreement"). This agreement, including any updates,
24 was again signed by ISLAM on January 23, 2009, February 26, 2010 and January
25 19, 2011.

26 11. On February 26, 2010, ISLAM signed a Non-Compete/Non-
27 Solicitation Agreement with the ATLANTIS ("Non-Compete Agreement").

28 In her June 1, 2012 Answer at ¶ 3, ISLAM admitted the execution of the agreements in
these paragraphs. Thus, since each agreement with the exception of the Non-Compete
Agreement was signed prior to her employment, retroactivity is simply not an issue
before the court. See also Trial Exhibits 1-4 and 78.

3. The Non-Compete Agreement Between ATLANTIS and ISLAM is
Not Unenforceable Due to Overbreadth (in Rebuttal to GSR's
Conclusion of Law #5)

The terms of the Non-Compete Agreement between ISLAM and ATLANTIS are
clearly well within the legal limits of such agreements in Nevada. Defendants have cited

1 to no legal authority suggesting that a one year period and 150 miles are legally improper
2 in Nevada. Indeed, the Court in this case through two separate Judges has already made a
3 preliminary decision on this issue and granted a TRO against ISLAM. Even if a term of
4 the Non-Compete Agreement is overbroad, the Court has the power to uphold the
5 agreement and modify such a term. *See Ellis v. McDaniel*, 95 Nev. 455, 459-460, 595
6 P.2d 222, 225-226 (1990). Moreover, the parties stipulated to a Preliminary Injunction
7 that extended the terms of the TRO against both ISLAM and GSR including the Non-
8 Compete Agreement.⁶ Thus, both the parties and the Court have previously recognized
9 the validity of the Non-Compete's terms with relationship to the legal and public policy
10 issues that Defendants now raise.⁷

12 **4. The Equitable Defense of Unclean Hands is Inapplicable (in Rebuttal to**
13 **GSR's Conclusion of Law # 9)**

14 Whether the equitable defense of unclean hands is applicable to this case depends on
15 what, if any, equitable remedies ATLANTIS seeks at trial. For example, if ATLANTIS does not
16 claim a permanent injunction for any of the players which ISLAM claims that she introduced to
17 ATLANTIS using information she obtained from her employment at Harrah's, then Defendants
18 have no such equitable defense.

19 Even if ATLANTIS claims a permanent injunction related to any players on ISLAM's
20 claimed "Harrah's list", "[t]he doctrine of unclean hands derives from the equitable maxim that
21 'he who comes into equity must come with clean hands.'" *Truck Ins. Exch. v. Swanson*, 124
22 Nev. 629, 637, 189 P.3d 656, 662 (2008), citing *Omega Industries, Inc. v. Raffaele*, 894 F. Supp.
23 1425, 1431 (D. Nev. 1995); *see also Las Vegas Fetish & Fantasy Halloween Ball, Inc. v. Ahern*

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27 ⁶ On May 2, 2013, the Court dissolved that portion of the Preliminary Injunction relating to ISLAM's
employability finding that the terms of the Non-Compete Agreement had expired.

28 ⁷ Why else would ISLAM and GSR stipulate to extend the terms of the TRO which, among other things, prevented
ISLAM from "being employed by GSR or any other competitor of ATLANTIS within 12 months of her resignation
from ATLANTIS?" *See* May 5, 2012 TRO against ISLAM.

1 *Rentals, Inc.*, 124 Nev. 272, 275, 182 P.3d 764, 767 (2008). Importantly, the alleged bad faith
2 giving rise to unclean hands must relate to the matter in which the plaintiff is seeking relief. *See*
3 *Raffaele*, 894 F. Supp. at 1431; *see also Swanson*, 124 Nev. at 637-638, 189 P.3d at 662 (“the
4 alleged inequitable conduct relied upon must be connected with the matter in litigation,
5 otherwise the doctrine is not available as a defense”).
6

7 In *Gravelle v. Burchett*, 73 Nev. 333, 342 319 P.2d 140, 145 (1957), the Nevada Supreme
8 Court declined to allow the defense of unclean hands, as the alleged inequitable conduct, even if
9 true, “did not affect the relations between the parties,” and “in no way involved the subject
10 matter of the action.” It seems clear that the inequitable conduct must result in prejudice to the
11 defendant, not some third party, in order for it to apply. *See Mattco Forge, Inc. v. Arthur Young*
12 *& Co.*, 52 Cal. App. 4th 820, 846 (Cal. App. 2d Dist. 1997). Because Defendants claim that
13 ATLANTIS’ unclean hands arises out of the fact that it allegedly competed unfairly with
14 Harrah’s by misappropriating Harrah’s trade secrets when it hired ISLAM in 2008, the defense is
15 inapplicable, as the present suit has nothing to do with Harrah’s trade secrets or ATLANTIS’
16 alleged misappropriation of them, which would only result in prejudice to Harrah’s. Indeed,
17 such a claim would be Harrah’s and not Defendants. In other words, since any alleged
18 misconduct on the part of ATLANTIS did not affect the relations between ATLANTIS and
19 ISLAM, the doctrine of unclean hands does not apply.
20
21

22 Finally, and most importantly, the only equitable remedy being sought by ATLANTIS at
23 trial, to which this equitable defense would apply, is a permanent injunction. However,
24 ATLANTIS seeks a permanent injunction only pursuant to the Uniform Trade Secret Act
25 (UTSA), specifically, NRS 600A.040, which is a legal remedy provided by statute. ATLANTIS
26 does not seek a permanent injunction under historical common law. Thus, ATLANTIS truly
27
28

1 does not seek any equitable remedy and as such, Defendants cannot assert an equitable defense
2 and all such evidence should properly be excluded.⁸

3 **5. ATLANTIS Can Prove Causation of Damages With Indirect Circumstantial**
4 **Evidence (in Rebuttal to GSR's Conclusion of Law # 12)**

5 GSR's argument that causation is lacking because ATLANTIS damages cannot be
6 proven by GSR mailings is a hollow conclusion. GSR has also argued that causation is lacking
7 as not a single one of the 202 persons for which ATLANTIS is claiming damages will testify that
8 they stopped playing at the ATLANTIS due to ISLAM/GSR's conduct. Both of these arguments
9 have already been dismissed by the Nevada Supreme Court in a trade secret case. In *Frantz v.*
10 *Johnson*, 116 Nev. 455, 467, 999 P.2d 351 (2000), the Court held that direct evidence of
11 causation was unnecessary and that causation may be inferred from the circumstantial evidence
12 presented at trial.
13

14 Specifically, in *Frantz*, appellants contended that there was insufficient evidence to
15 support a finding that appellants misappropriated trade secrets as there was no direct evidence
16 that they caused JBM's damages—not a single lost customer testified that it ceased doing
17 business with JBM due to appellant's conduct. *Id.* The court ruled that "an existing business is
18 entitled to compensation in instances where indirect circumstantial evidence shows that its
19 competitors harmed it through unfair and illegal business tactics." *Id.* at n.7.
20

21 The Court found adequate circumstantial evidence to support the district court's finding
22 that appellant's diverted JBM's trade secrets thereby causing JBM economic loss.

23 First, there is sufficient circumstantial evidence that Frantz misappropriated
24 JBM's trade secrets. The following evidence supports this conclusion: (1)
25 testimony that pricing lists were missing after Frantz left and thereafter JBM lost
26 40% of its card sales; (2) Frantz's testimony that she sent out numerous faxes and
letter to JBM's customers stating that she could offer 'more competitive pricing'

27
28 ⁸ Even if a permanent injunction under the UTSA is deemed an equitable remedy, ATLANTIS' alleged
bad faith with respect to Harrah's alleged trade secrets does not relate to the misappropriation of ATLANTIS' trade
secrets by Defendants.

1 and that she worked for the 'direct manufacturer'; (3) Frantz' phone records
2 indicating that post-TRO Frantz made 195 calls to Western and 48 calls to
3 Promotional Graphics, including several calls to Western's fax number; and (4)
4 Kehn's testimony that Frantz contacted her post-TRO and told her that if Kehn
5 needed anything she could contact 'Wes.'

6 Second, there is sufficient circumstantial evidence to support a finding that
7 Accornero and Plastic misappropriated JBM's trade secrets. This evidence
8 includes: (1) Malan's testimony that Accornero told him that he intended to
9 compete against JBM and put it out of business by taking all of its customers; and
10 (2) the testimony of another former employee of Accornero, who stated that
11 Accornero had hired him from a competitor and asked him to use his former
12 employer's pricing structure and customer based to sell for Plastic.

13 Third, there was sufficient circumstantial evidence that Ru and Western were
14 involved in misappropriating JBM's trade secrets, including: (1) Kehn's
15 testimony that Frantz told her that she was unable to take orders but that Kehn
16 'could call Wes and he would take care of anything that - he would help me in
17 anyway that he could'; (2) Ru's signing of a Western Graphics check payable to
18 Frantz for reimbursement for supplies at a trade show, a show at which Charles
19 testified Frantz solicited JBM's customers; and (3) Frantz's numerous post-TRO
20 phone calls and faxes to Western's office.

21 *Id.* at 468-469 (footnotes omitted). Similar to *Frantz* and as set forth above, Plaintiff will
22 provide sufficient circumstantial evidence that Defendants misappropriated ATLANTIS' trade
23 secrets thereby causing ATLANTIS economic loss. *See also* Plaintiff's Proposed Findings of
24 Fact and Conclusions of Law.

25 **D. LIST OF SUMMARIES AND DEMONSTRATIVE EXHIBITS TO BE USED IN THIS BENCH**
26 **TRIAL**

27 1. ISLAM's Responses to Plaintiff's First Request for Admissions (Attached hereto
28 as Exhibit 1).⁹

9
Exhibit A: 265 Players coded to Islam by GSR that were added to GSR's database before
Islam's employment with the GSR.

Exhibit B: 220 Players coded to Islam by GSR that were added to GSR's database after
Islam's employment with the GSR.

Exhibit C: 222 Non local players who received mailings from GSR per Ambrose testimony.

Exhibit D: 277 Local players who received mailings from GSR per Ambrose testimony.

- 1 2. ISLAM's Supplemental Responses to Plaintiff's Second Request For Admissions
- 2 (Attached hereto as Exhibit 2).
- 3 3. Defendant's Responses to Plaintiff's First Set of Request For Admission To
- 4 Defendant Nav-Reno-GS, LLC dba Grand Sierra Resort (Attached hereto as
- 5 Exhibit 3).
- 6 4. Master spreadsheet listing guests added to GSR database and cross referenced
- 7 through various filters. Used to derive Exhibits to Request For Admissions.
- 8 (Attached hereto as Exhibit 4)
- 9 5. Plaintiff's NRCP 16.1(a)(1)(C) Computation of Damages with supporting
- 10 Exhibits (Trial Exhibit 59).

11 **E. NAMES AND ADDRESSES OF WITNESSES**

12 Plaintiff expects to call the following witnesses at trial:

- 13 1. Sumona Islam
- 14 c/o Mark Wray, Esq.
- 15 Law Office of Mark Wray
- 16 608 Lander Street
- 17 Reno, NV 89509
- 18 (775) 348-8877

- 19 2. Christian Ambrose
- 20 Database Manager
- 21 Grand Sierra Resort
- 22 c/o Cohen/Johnson
- 23 255 E. Warm Springs Rd, Ste 100
- 24 Las Vegas, NV 89119
- 25 (702) 823-3500

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- 25 Exhibit E: 57 Players who received mailings from GSR but were not listed on Exhibits A
- 26 and B (GSR 740-752).
- 27 Exhibit F: 312 Players who were not coded to Islam while employed with the Atlantis.
- 28 Exhibit G: 230 Players who were coded to Islam while employed with the Atlantis.
- Exhibit H: 507 Players who do not appear on Islam's Book of Trade produced to Atlantis.

- 1 3. Jeremy Aguero
2 Grand Sierra Resort
3 c/o Cohen/Johnson
4 255 E. Warm Springs Rd, Ste 100
5 Las Vegas, NV 89119
6 (702) 823-3500

- 7 4. Tom Flaherty
8 Vice President of Casino Operations
9 Grand Sierra Resort
10 c/o Cohen/Johnson
11 255 E. Warm Springs Rd, Ste 100
12 Las Vegas, NV 89119
13 (702) 823-3500

- 14 5. Sterling Lungren
15 Human Resources Director
16 Grand Sierra Resort
17 c/o Cohen/Johnson
18 255 E. Warm Springs Rd, Ste 100
19 Las Vegas, NV 89119
20 (702) 823-3500

- 21 6. Shelly Hadley
22 Executive Director Casino Marketing
23 Grand Sierra Resort
24 c/o Cohen/Johnson
25 255 E. Warm Springs Rd, Ste 100
26 Las Vegas, NV 89119
27 (702) 823-3500

- 28 7. Frank DeCarlo
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

- 8. Brandon McNeely
Database Coordinator – Sales & Marketing
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

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9. Abraham Pearson
Application Development Manager – IT
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

10. Debra Robinson
General Counsel
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

11. Bob Woods
IT Security Administrator
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

12. Donna Nunez
Director of Hotel Operations
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

13. Steve Ringkob
Director of Slot Operations
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

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14. Susan Moreno
Senior Executive Casino Host
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

15. Teresa Finn
Director of Human Resources
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

16. Lilia Santos
Casino Host
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

Plaintiff may call the following witnesses if the need arises:

1. Vinh Luong
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

2. Special Agent Jennifer Sitts
Enforcement Division
State of Nevada Gaming Control Board
9790 Gateway Dr., Suite 100
Reno, NV 89521
(775) 823-7250

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3. Craig Pleva
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

4. Eden Moore
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

5. David Law
Atlantis Casino Resort Spa
c/o Robert A. Dotson, Esq.
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170

6. Tony Santo
1243 Jessie Road
Henderson, NV 89002-921
(775) 833-1722

7. Deborah Kite
Grand Sierra Resort
c/o Cohen/Johnson
255 E. Warm Springs Rd, Ste 100
Las Vegas, NV 89119
(702) 823-3500

8. Bill Singh
Grand Sierra Resort
c/o Cohen/Johnson
255 E. Warm Springs Rd, Ste 100
Las Vegas, NV 89119
(702) 823-3500

F. OTHER APPROPRIATE COMMENT, SUGGESTION, OR INFORMATION FOR ASSISTANCE OF THE COURT.

None.

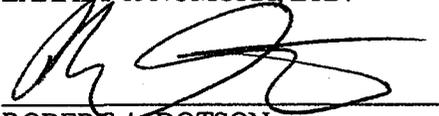
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1 G. CERTIFICATION OF COUNSEL

2 Counsel for Plaintiff can certify that all necessary discovery has been completed and that
3 counsel have discussed settlement and attended mediation with their clients but have been unable
4 to reach an agreement on behalf of their clients.

5 Dated this 26 day of June, 2013.

LAXALT & NOMURA, LTD.



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

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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.
15 (BY FACSIMILE) on the parties in said action by causing a true copy thereof to
16 be telecopied to the number indicated after the address(es) noted below.
17 Reno/Carson Messenger Service.
18 By email to the email addresses below.

19 addressed as follows:

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

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26 DATED this 26 day of June, 2013.

27 
28 L. MORGAN BOGUMIL

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INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	ISLAM's Responses to Plaintiff's First Request for Admissions This Exhibit is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012	29
2	ISLAM's Supplemental Responses to Plaintiff's Second Request For Admissions This Exhibit is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012	21
3	Defendant's Responses to Plaintiff's First Set of Request For Admission To Defendant Nav-Reno-GS, LLC dba Grand Sierra Resort This Exhibit is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012	29
4	Master spreadsheet listing guests added to GSR database This Exhibit is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012	13

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FILED
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Joey Orduna Hastings
Clerk of the Court
Transaction # 3819096

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

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

Plaintiff,

vs.

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

Defendants.

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

DEFENDANT GSR'S TRIAL STATEMENT PURSUANT TO LOCAL RULE 5

Defendant NAV-RENO GS, LLC a Nevada Limited Liability Company, d/b/a GRAND SIERRA RESORT by and through its counsel of H. Stan Johnson, Esq of the law firm of Cohen-Johnson, LLC hereby sets forth its Trial Statement in this matter.

A FACTS IN DEFENSE OF PLAINTIFFS THREE CLAIMS AGAINST GSR
FIRST CLAIM: TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS:

Elements and Facts refuting Plaintiff's ability to present a prima facie case:

(1) a valid and existing contract;

The non-competition agreement was overly broad as the document itself shows.

Sumona Islam will testify that Frank DeCarlo told here at the time she signed the non-competition agreement that it was unenforceable. She will also testify that she was an at-will employee and had no employment contract with Atlantis.

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Shelley Hadley will testify that GSR obtained an independent legal opinion that the non-competition agreement was overly broad and unenforceable as written.

(2) the defendant's knowledge of the contract;

Defendant GSR admits that it had knowledge of the contract. Sumona Islam will testify that she informed GSR of the existence of the non-compete and provided a copy of it.

(3) intentional acts intended or designed to disrupt the contractual relationship;

Shelly Hadley will testify that before hiring Sumona Islam, GSR had the non-competition agreement reviewed by independent counsel and was told the contract was unenforceable as being overly broad.

(4) actual disruption of the contract;

Shelly Hadley will testify that Sumona Islam was not instructed to bring any information with her from Atlantis.

Tom Flaherty will testify that Sumona was told to bring nothing and just walk away.

(5) resulting damage.

Brandon McNeeley will testify that he has never spoken to any customer allegedly "lost" to Atlantis by Sumona Islam's conduct and no witness is scheduled to testify that any player decreased or stopped playing at Atlantis as a result of conduct by Sumona Islam or GSR, but that all damage calculations are based on a theoretical not actual loss to Atlantis.

SECOND CLAIM: LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE:

Elements and Facts refuting Plaintiff's ability to present a prima facie case:

(1) a prospective contractual relationship between the plaintiff and a third party

Sumona Islam will testify that:

In 2005 she became a casino host for Harrah's Casino in Reno. That during the course of her employment with Harrah's she developed a list of players with information concerning those players. In 2008 Plaintiff Golden Road (Atlantis), through its agents, approached Sumona and offered her a job as casino host. At the time of her employment at Atlantis, Sumona had a copy

1 of her customer list from Harrah's, and it was on the basis of her customer list that Atlantis
2 offered her employment at a higher than usual salary and guaranteed her Sundays and Mondays
3 off. After her employment began Sumona was given a flash drive by her supervisor and asked to
4 copy her customer list onto the flash drive and return the drive. She agreed to share this
5 information with Atlantis provided the copy to Atlantis, maintaining the original as her personal
6 proprietary information. Sumona Islam never surrendered her personal ownership of the
7 proprietary information concerning her customers. Sumona became dissatisfied with her
8 employment at Atlantis and applied for a position as an executive casino host with GSR, a hotel
9 casino in Reno.

10 Deborah Robinson, in house counsel for Atlantis will testify that she knows of no
11 contractual relationship absent an examination of the individual relationship between the
12 prospective player and the casino

13 No witness has been identified who will testify that there is a potential contractual
14 relationship between Atlantis and the 202 individuals identified as "lost" to GSR.

15 Jeremy Aguero will testify that it is generally accepted in the hospitality that a casino
16 does not own a guest and that guests visit and play at multiple casinos.

17 *(2) knowledge by the defendant of the prospective relationship;*

18 Jeremy Aguero will testify that gaming customers routinely visit multiple casinos when
19 visiting a gaming venue and routinely belong to multiple casino player programs and that a
20 casino does not own a guest.

21 Deborah Robinson will testify that any contractual relationship would be based on the
22 casino's individual relationship with that guest.

23 No guest or player has been identified to testify that he or she had a contractual
24 relationship with Atlantis limiting or requiring that guest to play at the Atlantis in the future.

25 *(3) intent to harm the plaintiff by preventing the relationship;*

26 Jeremy Aguero will testify that a casino does not own a guest, and Deborah Robinson
27 will testify that there is no general contractual relationship which negates any allegations that
28 GSR intended to harm Atlantis by preventing players from frequenting their casinos.

1 (4) *the absence of privilege or justification by the defendant;*

2 Jeremy Aguerro will testify that casino guests are not a trade secret that can be stolen,
3 and that players frequent multiple casinos and belong to an average of 6 loyalty clubs and the
4 sending of offers to players is accepted as standard within the gaming community.

5 (5) *actual harm to the plaintiff as a result of the defendant's conduct*

6 Christian Ambrose will testify that he has no knowledge that any customer either stopped
7 or decreased play at GSR as a result of conduct by GSR.

8 None of the alleged 202 players has been identified as a witness who will testify that
9 conduct by GSR affected their playing at Atlantis.

10 **THIRD CLAIM: VIOLATIONS OF NRS 600.010-100 (TRADE SECRETS)**

11 1. *Plaintiff owned a valuable "trade secret";*

12 Jeremy Aguerro will testify that casino customer information is not a trade secret.

13 Sumona Islam will testify that she was the owner of the information which she provided
14 to Atlantis and that she never gave that ownership to Atlantis.

15 2. *The Defendant misappropriated the trade secret through use, disclosure or*
16 *nondisclosure of use;*

17 Deborah Robinson will testify that a casino does not have the duty to investigate the
18 source of the names provided by a casino host. She will testify that it is presumed that the host
19 has the right to disclose the information.

20 Shelly Hadley and Tom Flaherty will testify that they never instructed, advised, or asked
21 Sumona Islam to bring any customer information from the Atlantis to GSR.

22 3. *The misappropriation was wrongful because it was made in breach of an express*
23 *or implied contract or by a party with a duty not to disclose.*

24 Sumona Islam will testify that she never informed anyone at GSR or provided copies of
25 any confidentiality agreement to anyone at GSR. She will testify that she never provided anyone
26 at GSR a customer list from Atlantis, or her handwritten notes set forth in 5 spiral handbooks to
27 anyone from GSR. Deborah Robinson will testify that in the event of an breach it is the problem
28 of the casino host individually not the casino.

1 **GSR'S AFFIRMATIVE DEFENSE: ATLANTIS HAS UNCLEAN HANDS**

2 Sumona Islam will testify that when she was first hired by Atlantis, she informed them
3 that she had a non-competition agreement with Harrahs and provided a copy of the agreement to
4 Atlantis. Atlantis instructed to bring all information concerning her Harrah's client list with her.
5 She will also testify that she was provided a flash drive with which she was to download her list
6 so it could be uploaded to the Atlantis computer system. She will testify that Frank DeCarlo and
7 Steve Ringkob repeatedly asked her when her Harrah's players would be coming. She was
8 given a card to send to her Harrah's players advising them that she was then working at the
9 Atlantis. Sumona will also testify that at the time the non-competition agreement was given to
10 her to sign by Frank DeCarlo, he informed her that it was unenforceable. Sumona is expected to
11 testify that this led her to believe that she could seek new employment in the Reno area despite
12 the non-compete.

13 Sumona, and the Deborah Robinson, and Frank DeCarlo are expected to testify that the
14 Harrah's non-compete prevented Sumona from working at a casino within 150 miles of Harrah's
15 as a casino host for a period of six months from the date of her termination. Upon her hiring at
16 Atlantis Sumona was given an office and the title of Concierge Manager.

17 Sumona will testify that her office was in the Host department, and her duties were those
18 of an Executive Casino Host. She will also testify that at the end of the six months period, her
19 job title was changed to Executive Casino Host, but that her office, job duties, and salary all
20 remained the same.

21 Debra Robinson will testify that upon learning that Harrah's claimed that Sumona Islam
22 had taken proprietary customer information with her in violation of her agreements with Harrahs,
23 that Atlantis took no steps to verify the Harrah's allegations, or respond to them or to make any
24 inquiries from Sumona.

25 Debra Robinson will also testify that Atlantis presumed that Sumona had the ownership
26 of the information she brought with her, and that if she did not, that the Atlantis had no
27 responsibility for her actions.
28

B STATEMENT OF UNDISPUTED FACTS

GSR believes the following facts to be admitted and undisputed by any party, although the legal significance of said facts may be disputed.

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.

3. During her employment with Harrah's Sumona signed a non-competition agreement which prohibited her from working as a casino host within a 200 mile radius of Harrahs's for six months.

4. in 2008 Plaintiff Golden Road (Atlantis), through its agents, approached Sumona and offered her a job as casino host.

5. Sumona advised Atlantis of her non-compete with Harrahs' and provided a copy of the agreement to Atlantis.

6. Atlantis, hired Sumona with the job title of "Concierge Manager. After six months when the six months limitation of the Harrah's non-competition agreement expired Sumona's job title was changed to Executive Casino Host. Her salary, hours and office remained unchanged.

7. After her employment began Sumona was given a flash drive by her supervisor and asked to copy her customer list onto the flash drive and return the drive.

8. She agreed to share this information with Atlantis provided the copy to Atlantis, maintaining the original as her personal proprietary information.

9. In January 2011 Sumona signed documents for Atlantis, including documents concerning proprietary information and trade secrets. Said documents were not retroactive.

10. Sumona also signed a non-competition agreement which provided that she could not be employed by any casino in any capacity within 150 mile radius for one year from her termination of employment with Atlantis.

11. Sumona became dissatisfied with her employment at Atlantis and applied for a

1 position as an executive casino host with GSR, a hotel casino in Reno.

2 12. Sumona was an at-will employee and had no employment contract with Atlantis.

3 13. She informed GSR of her non-competition agreement with Atlantis and provided
4 a copy of that document to GSR.

5 14. She did not provide GSR with copies of any other agreements which she may
6 have signed during her employment with Atlantis

7 15. Upon her employment Sumona Islam did not provide a copy of her customer list
8 to GSR.

9 16. Sumona had in her personal possession spiral notebooks in which she maintained
10 information concerning her customers. She did not provide these notebooks to GSR.

11 17. Upon her hiring in January 2011, Sumona may have entered some information
12 from her personal customer list into the GSR database. These consist of approximately 200
13 guests to which she wished to be assigned as a host based on her prior relationships with these
14 individuals. (S. Islam)

15 18. At Sumona's request GSR sent various offers to these players inviting them to
16 play at GSR. Sumona was authorized to offer players up to \$500.00 of free play. (S. Islam)

17 19. From January 2012 through May 3, 2012 approximately 48 persons whose names
18 were added to the GSR data base by Sumona came to play at GSR. (Christian Ambrose)

19 20. In April 2012 Atlantis sent a letter to GSR stating that Sumona had taken
20 proprietary information from the Atlantis computers and changed other customer information in
21 the Atlantis database and then Atlantis filed this lawsuit.

22 21. On May 3, 2012 an interview of Sumona by GSR managers was conducted at
23 GSR.

24 22. Sumona stated that no one from GSR had ever asked her to alter information in
25 the Atlantis database.

26 23. On May 3, 2012 Sumona was suspended with pay from GSR and escorted from
27 the property.

28 24. Sumona was reinstated in a different position at GSR on June 3, 2013.

1 C. ISSUES OF LAW WITH MEMORANDUM OF AUTHORITIES

2 GSR believes that the following are the issues of law in this matter:

3 1. Was the post-employment non-competition agreement between Atlantis and
4 Sumona Islam valid as written.

5 The Supreme Court of Nevada has addressed the issue of post-employment anti-
6 competitive clauses in a number of cases. In *Camco, Inc. v. Baker*, 113 Nev. 512,936, P.2d 829
7 (1997), a former employer brought action against former management employees, seeking to
8 enforce a restrictive covenant in an employment agreement. While the Court agreed that the
9 post-employment anti-competition clause had been supported by sufficient consideration in
10 accordance with the majority rule, it determined that a provision in the non-competition clause
11 which restricted former management employees from competing in any area within 50 miles of
12 an area targeted for corporate expansion by the employer was unreasonable. The Court upheld
13 the decision of the Eighth Judicial District Court which had denied the employers request for
14 preliminary injunction.

15 In analyzing the enforceability of a post-employment anti-competition agreement, the
16 Court stated that it must consider whether such a covenant would likely be deemed reasonable or
17 void as against public policy. *Id.* 113 Nev. at 518, 936 P.2d at 832. The *Camco* Court looked to
18 the case of *Hanson v. Edwards*, 83 Nev. 189, 426 P.2d 792 (1967) where that Court held:
19
20

21 An agreement on the part of an employee not to compete with his employer after
22 termination of the employment is in restraint of trade and will not be enforced in
23 accordance with its terms unless the same are reasonable. Where the
24 public interest is not directly involved, the test usually stated for determining the
25 validity of the [non-competition] covenant as written is whether it imposes upon
26 the employee any greater restraint than is reasonably necessary' to protect the
27 business and goodwill of the employer. *A restraint of trade is unreasonable, in*
28 *the absence of statutory authorization or dominant or social or economic*
justification, if it is greater than is required for the protection of the person for
whose benefit the restraint is imposed or imposes undue hardship upon the person
restricted The period of time during which the restraint is to last and the territory
that is included are important factors to be considered in determining the
reasonableness of the agreement.

1 *Emphasis in original, Camco* 113 Nev. at 51,8, 936 P.2d at 832 - 833, quoting, *Hanson*, supra,
2
3 Nev. at 191 - 192, 426 P.2d at 793. The *Camco* Court also referenced the case of *Ellis v.*
4 *McDaniel*, 95 Nev. 455, 596 P.2d 222 (1979) where the Court held:

5 There is no inflexible formula for deciding the ubiquitous question of
6 reasonableness. However, because the loss of a person's livelihood is a very
7 serious matter, post-employment anti-competitive covenants are scrutinized with
8 greater care ...

8 *Camco* 113 Nev. at 518, 936 P.2d at 833, quoting, *Ellis* 95 Nev. at 458 - 459, 596 P.2d at 224.

9 The *Camco* Court also referenced the case of *Weatherford Oil & Tool Co. v.*
10 *Campbell*, 327 S.W. 2d 76 (Tex. Civ. App. 1959) where that Court held that a geographical
11 restriction "in any area where [employer] may be operating or carrying on business" void as
12 unlimited as to territory. *Camco* 113 Nev. at 520, 936 P.2d at 834, citing, *Weatherford*, 327 S.W.
13 *2d* at 77. The *Camco* Court concluded that the provisions at issue are unreasonable in territorial
14 scope and therefore unenforceable as against public policy.

15 Finally, in *Jones v. Deeter*, 112 Nev. 291, 913 P.2d 1272 (1996) an employer brought
16 action against his former employee, seeking to enforce a restrictive covenant. The Nevada
17 Supreme Court held that the restrictive covenant prohibiting the employee from competing with
18 the employer within a 100 mile radius for five (5) years after leaving employment was per se
19 unreasonable and unenforceable. In so holding, the Court applied the test for determining
20 whether a covenant not to compete is enforceable which was set forth in *Hansen*, supra. While
21 the former employee argued that the provisions set forth in Section 613.200 of the Nevada
22 Revised Statutes - which makes willful interference with a former employee obtaining
23 employment elsewhere in the state a gross misdemeanor - does not render post-employment anti-
24 competitive covenants unenforceable, the reasonableness test set forth in *Hanson*, applies. Thus,
25 the amount of time a covenant lasts, the territory it covers and the hardship imposed upon the
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1 person restricted, are factors for the Court to consider in determining whether such a covenant is
2 reasonable. Jones Nev. at 296,913 P.2d at 1275, quoting, Hansen, 83 Nev. at 191,426 P.2d at
3 793. The *Jones* Court concluded that the covenant at issue in that case was not reasonable and
4 that it was, therefore, unenforceable. *Id.* Pursuant to the arguments and authorities expressed
5 above, GSR submits that the terms of the restrictive covenant unreasonable, both as to scope and
6 duration. A one year time period is unreasonable and a restriction from being employed in any
7 capacity in any gaming company is not only unreasonable, but also unconscionable given Islam's
8 financial and personal situation and without social or economic justification—it imposes an
9 undue hardship on Islam.
10

11 If, the non-competition agreement, as written, is unenforceable; there is no basis to find
12 that the hiring of Sumona Islam by GSR constituted a breach of the contract. GSR could not
13 possibly be considered to possess the requisite improper motive, because it was merely trying to
14 hire an employee whom it believed was leaving the Atlantis anyway because of the actions and
15 bad faith of Atlantis. During the time that GSR hired Islam, GSR believed that the Agreement
16 was not enforceable given its terms and the conduct of Atlantis. It therefore proceeded with the
17 hiring of Islam. In this situation, there remained *no intent* to interfere with Islam's contract with
18 Atlantis. This is because GSR did not believe there was a valid and enforceable contract with
19 which it could possibly interfere. *See, e.g., JBL Enters., Inc. v. Jhirmack Enters., Inc., 698 F.2d*
20 *1011, 1019 (9th Cir. 1983)* (finding that on a claim for tortious interference, intent was not
21 proven where the party had no reason to believe that other parties had certain contractual rights,
22 and thus could not have intended that they be breached). If the person whose actions
23 interfere does not have the intent to cause the result, his conduct does not subject him to
24 liability. *Straube v. Larson, 600 P.2d 371, 374 (Or. 1979)*.

25 **2. Does Atlantis have a prospective contractual relationship with its gaming**
26 **customers which supports a claim for interference with prospective economic advantage.**

27 The Plaintiff's Fourth Claim for relief is for Tortious Interference with Contractual
28

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1 Relations and Prospective Economic Advantage as to GSR. Plaintiff seeks to have this court
2 grant summary judgment as to liability against defendant GSR. To prevail on this claim the
3 Plaintiff must prove:

4 (1) a prospective contractual relationship between the plaintiff and a
5 third party; (2) knowledge by the defendant of the prospective relationship;
6 (3) intent to harm the plaintiff by preventing the relationship; (4) the
7 absence of privilege or justification by the defendant; and (5) actual harm to
8 the plaintiff as a result of the defendant's conduct *Wichinsky v. Mosa* 109
9 Nev.84, 84 P 2d .727, 729-730 (Nev. 1993)

10 Whether or not a contract exists between Atlantis and its customer list is a question of law.
11 Plaintiffs have not identified a single witness or produced any evidence which demonstrates a
12 single ongoing contractual relationship with any of the 202 individual players who they claim
13 make up the customer list. In fact, in house counsel for Atlantis has testified she does not know
14 of the basis for a contractual relationship. While in many industries, especially where a product
15 is sold, a customer will limit their purchases to a single entity. This is not so in gaming. Here as
16 Jeremy Aguerro will testify most players play at multiple casinos and belong to multiple player
17 loyalty programs. In addition to these elements, "a plaintiff must show that the means used to
18 divert the prospective advantage was unlawful, improper or was not fair and reasonable. *Custom
19 Teleconnect, Inc. v. Int'l Tele-Services, Inc.*, 254 F. Supp. 2d 1173, 1181 (D. Nev. 2003).
20 Atlantis cannot claim that the methods employed by GSR were unlawful, improper, or not fair
21 and reasonable since it used these same methods to encourage players who were on Sumona's
22 Harrah's list to come to the Atlantis.

23 In *Crockett v. Sahara Realty Corp.*, the Supreme Court of Nevada specifically
24 recognized free competition as a privilege or justification for interference with prospective
25 business advantage. 591 P.2d 1135, 1136 (Nev. 1979). The court stated that:

26 Perhaps the most significant privilege or justification for interference with a
27 prospective business advantage is free competition. Ours is a competitive
28 economy in which business entities vie for economic advantage. In a sense, all
vendees are potential buyers of the products and services of all sellers in a given
line, and success goes to him who is able to induce potential customers not to deal

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1 with a competitor. Thus, as Prosser states: So long as the plaintiff's
2 contractual relations are merely contemplated or potential, it is considered to be in
3 the interest of the public that any competitor should be free to divert them to
himself by all fair and reasonable means.

4 *Id.* (quoting Buckaloo v. Johnson, 537 P.2d 865, 872 (Cal. 1975)). As later courts have
5 explained, [p]rivilege or justification can exist when defendant acts to protect his own
6 interests. Custom Teleconnect, Inc. v. Int'l Tele-Sen's., Inc., 254 F. Supp. 2d 1173, 1181 (D. Nev.
7 2003); *see also* Leavitt v. Leisure Sports Inc., 734 P.2d 1221, 1226 (Nev. 1987). Further, the
8 gravamen of [an interference with prospective economic advantage] cause of action is that
9 the interference be unlawful or resort to improper means. Thus, a competitor is privileged to
10 divert business to itself by all fair and reasonable means. *Id.* Just as Atlantis used the customer
11 list that Sumona brought to Atlantis from Harrah's to entice customers to its premises, GSR was
12 free to use the names inputted into its data base by Sumona. The same economic justification
13 applies in both instances.

14
15 **3. If The Atlantis Player/Customer List Qualifies As A Trade Secret Under**
16 **NRS 600A.010-100 Did Sumona Have A Proprietary Ownership Of The List.**

17 The elements of a claim under the Nevada Uniform Trade Secrets Act, N.R.S. 600A.010-
18 .100, are that (1) the plaintiff owned a valuable "trade secret"; (2) the defendant misappropriated
19 the trade secret through use, disclosure, or nondisclosure of use; and (3) the misappropriation
20 was wrongful because it was made in breach of an express or implied contract or by a party with
21 a duty not to disclose. Frantz v. Johnson, 116 Nev. 455, 466, 999 P.2d 351, 358 (2000) (per
22 curiam). The first issue is who owned the alleged trade secret. Sumona will testify that at the
23 specific request of Atlantis personnel she provided her customer list from Harrah's to Atlantis.
24 Deborah Robinson, in house counsel for Atlantis, has testified that Atlantis had the right to
25 assume this information belonged to Sumona. When Atlantis obtained actual knowledge that
26 Harrah's was claiming this information as proprietary, Atlantis made no attempt to investigate or
27 respond to the claims. Atlantis later had Sumon sign an agreement which provided that Sumona
28

1 would not disclose confidential information. According to the agreement signed by Sumona
2 confidential information was information "unique" to Atlantis. Clearly, any information Sumona
3 brought to the Atlantis from Harrah's would not be unique to Atlantis and therefore not
4 confidential and Sumona was free to disclose it to anyone including GSR. Therefore the use of
5 such information by GSR, even if later deemed a trade secret, was not improper under Nevada
6 Trade Secret Act.

7 When Sumona was hired at GSR she did not inform GSR of the Atlantis confidentiality
8 agreement and GSR first learned of it when notified by Atlantis. GSR was entitled to believe, as
9 had the Atlantis, that the names of Sumona Islam customers were her own proprietary
10 information. This is the same assumption which Atlantis used when it uploaded Sumona's
11 customer list from Harrah's into its own data base. At that time GSR had no duty to do any
12 investigation, nor was there any reason for GSR to believe that Sumona had obtained any
13 information in violation of the Nevada Trade Secret Act.

14 After GSR was informed that Atlantis was claiming that its alleged proprietary
15 information had been taken by Summona, GSR conducted an interview with Sumona in which
16 she stated that the information was the information she brought from Harrah's and that she took
17 nothing from Atlantis. GSR was entitled to rely on this statement. This investigation was
18 sufficient to satisfy its duty, and demonstrating that the use of the information was not improper
19 under the Act.

20 **4. Is The Equitable Remedy Of "Unclean Hands" Available As A Defense In This**
21 **Matter**

22 GSR has alleged the affirmative Defense that Atlantis is not entitled to equitable relief
23 based on the doctrine of "unclean hands" The Nevada Supreme Court has adopted an analysis
24 for the application of the equitable doctrine of "unclean hands" as a basis to deny equitable
25 relief to a party. This analysis provides

26 In determining whether a party's connection with an action is
27 sufficiently offensive to bar equitable relief, two factors must be considered:
28 (1) the egregiousness of the misconduct at issue, and (2) the seriousness of
the harm caused by the misconduct. Only when these factors weigh against
granting the requested equitable relief will the unclean hands doctrine bar

1 that remedy. The district court has broad discretion in applying these
2 factors, and we will not overturn the district court's determination unless it
3 is unsupported by substantial evidence. *Las Vegas Fetish & Fantasy v.*
4 *Ahern Rentals*, 182 P. 3d 764 (Nev 2008) (footnotes omitted)

5 GSR believes that Atlantis' is seeking equitable relief based on alleged conduct by GSR
6 that Atlantis itself engaged in. Both Atlantis and GSR had actual knowledge that Sumona Islam
7 had non-competition agreements with her previous employers (Harrah's and Atlantis) However,
8 while GSR obtained an independent legal opinion that the Atlantis non-compete was
9 unenforceable before hiring Sumona and told her not to bring anything with her from the
10 Atlantis, the Atlantis gave Sumona a phony title, to evade the terms of the Harrah's non-
11 compete. Atlantis also insisted that Sumona provide them with her Harrah's customer list.
12 Atlantis also compelled Sumona to sign a non-compete form, while telling her that is was
13 unenforceable which would lead Sumona to believe that she was not under any obligations based
14 on the non-competition agreement. Atlantis' conduct in encouraging Sumona to provide her
15 Harrah's customer list, and advising her that the non-competition agreement was unenforceable,
16 was, in view of this lawsuit, egregious. Atlantis cannot seek recovery for conduct which it not
17 only encouraged, but in which it participated. If Atlantis now contends that this list was stolen
18 from it, then it stands equally guilty of stealing that information from Harrah's and therefore had
19 no ownership of that information. *Alamo Rent-A-Car v. Mendenhall*, 113 Nev. 445, 937 P.2d 69
(Nev. 1997).

20 **5. Are Damage Claims Based On Theoretical Revenue Speculative And Unable To**
21 **Support A Judgment.**

22 An expert's calculation of damages cannot be speculative. *Wallin v. Comercial Cabinet*
23 *Co. Inc.* 105 Nev 855 (Nev 1989) *Frantz v. Johnson*, 116 Nev. 455, 999 P. 2d 351 (2000). In the
24 present case the Plaintiff's damage claims are all based on theoretical revenue as opposed to
25 actual revenue. Atlantis relies on *Houston Exploration Inc. v Meredith* 102 Nev. 510, 728 P. 2d
26 437 (1986) to justify its methodology for computing damages. However, in *Houston*, the issue
27 was computing lost revenue, when there were no actual figures to serve as the basis for damages.
28 In *Houston* the Plaintiff, being a new business, did not have any actual figures which would

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Las Vegas, Nevada 89119
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1 support the lost revenue claims. Here Atlantis has actual figures, but has made the deliberate
2 decision not to rely upon them.

3 Unlike the Plaintiff in *Houston*, Atlantis seeks to use calculations based on theoretical
4 wins and losses to establish past damages when actual figures are available. When damages are
5 sought to compensate for losses incurred, in the past, and there are actual figures available
6 demonstrating what actual loss, if any, occurred; the only proper method of damage calculation
7 must be based on the actual losses incurred.

8 **D. DEFENSE EXPERT EXHIBITS/SUMMARIES**

9 Defendant's expert Jeremy Agüero has based his opinions on documents provided by
10 GSR which while included in his report his report is not an exhibit at trial, as well as the
11 deposition testimony and report of Plaintiff's non-retained expert Brandon McNeeley. Mr.
12 McNeeley's report is also not in evidence. The exhibits:

- 13 EXHIBIT I: Estimate of Damages Related to Altering of Customer Records
14 EXHIBIT II Estimate of Damages Related to Altering of Customer Records
15 EXHIBIT III Actual impact of Islam and GSR During and After Employment
16 Are attached hereto as exhibit 1.

17 **E. GSR'S WITNESS LIST:**

18 **LIST OF WITNESSES WHO WILL BE CALLED TO TESTIFY AT TRIAL**

- 19
20 A. Sumona Islam
c/o Law Offices of Mark Wray
608 Lander Street
Reno, Nevada 89509
21
22
23 B. Shelly Hadley
c/o Cohen-Johnson, LLC
255 E. Warm Springs Road, Suite 100
24 Las Vegas, Nevada 89119
25
26 C. Tom Flaherty
7460 Adelaide Ct.
27 Sparks, Nevada 89436
28

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Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

- 1 D. Sterling Lundgren
2 c/o Cohen-Johnson, LLC
3 255 E. Warm Springs Road, Suite 100
4 Las Vegas, Nevada 89119
- 5 E. Deborah Kite
6 c/o Cohen-Johnson, LLC
7 255 E. Warm Springs Road, Suite 100
8 Las Vegas, Nevada 89119
- 9 F. Terry Vavra
10 c/o Cohen-Johnson, LLC
11 255 E. Warm Springs Road, Suite 100
12 Las Vegas, Nevada 89119
- 13 G. Frank DeCarlo
14 c/o Robert A. Dotson, Esq.
15 Laxalt & Nomura
16 9600 Gateway Drive
17 Reno Nevada 89521
- 18 H. Debra Robinson
19 General Counsel
20 Atlantis Casino Resort Spa
21 c/o Robert A. Dotson, Esq.
22 Laxalt & Nomura
23 9600 Gateway Drive
24 Reno Nevada 89521
- 25 I. Jeremy Aguero
26 Principial Analyst
27 Applied Analysis
28 6335 S. Rainbow Blvd. Suite 105
Las Vegas, NV 89118

WITNESSES WHO MAY BE CALLED TO TESTIFY AT TRIAL

- 21 G. Christian Ambrose
22 c/o Cohen-Johnson, LLC
23 255 E. Warm Springs Road, Suite 100
24 Las Vegas, Nevada 89119
- 25 K. Bill Singh
26 4699 Hyde Park Ct.
27 Reno, Nevada 89502

26 Defendant GSR reserves the right to call any witness previously identified by any party in
27 this matter at trial either in its case in chief or in rebuttal
28

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

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H. CERTIFICATION OF COMPLETION OF DISCOVERY

Undersigned counsel certifies that all discovery in this matter has been completed in this matter and it is ready for trial.

I. CERTIFICATION OF GOOD FAITH ATTEMPT TO SETTLE

Undersigned counsel certifies that the parties have attempted to resolve this matter in good faith but a mutually acceptable settlement cannot be agreed upon, and further state that the parties have undergone an unsuccessful mediation.

2. MOTIONS IN LIMINE

GSR filed a motion in limine to preclude the testimony of Plaintiff's expert Brandon McNeeley. The Court had already denied this motion.

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 June, 2013.

COHEN-JOHNSON, LLC.

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

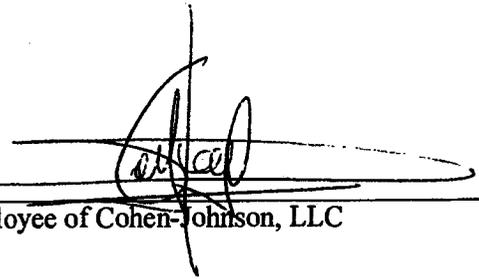
1 **CERTIFICATE OF MAILING**

2 I hereby certify that on the 26th day of June, 2013, I served a copy of the foregoing
3 **GSR'S TRIAL STATEMENT** upon each of the parties via email and by depositing a copy of
4 the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class Postage
5 fully prepaid, and addressed to:

6
7 Robert A. Dotson, Esq.
8 rdotson@laxalt-nomura.com
9 Angela M. Bader, Esq.
10 Laxalt & Nomura, Ltd.
11 9600 Gateway Drive
12 Reno, Nevada 89521
13 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

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

16
17 
18 _____
19 An employee of Cohen-Johnson, LLC
20
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Las Vegas, Nevada 89119
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Exhibit “1”

Exhibit I: Estimate of Damages Related to Altering of Customer Records

Description		Source/Notes
<u>Calculation of unique guests with information reported to be altered by Islam in January 2012:</u>		
	5-Jan	43 ATL 0041
	13-Jan	19 ATL 0041
	17-Jan	1 ATL 0041
	18-Jan	34 ATL 0041
	19-Jan	1 ATL 0041
	Subtotal count of unique guests	98
	Guests with contact information altered on multiple days	-11
	Unique guests with contact information reported to be altered	87 ATL 0041
<u>Calculation of share of Islam's Atlantis customer base that was altered:</u>		
Islam's book of business at Atlantis ("Prem/Mid Total")	1,245	ATL 0291
Percentage of Islam's guests with altered contact information	7.0%	A
Islam's gaming win goal for 2011	\$3,158,598	ATL 0287; B
"Percentage of Islam's guests with altered contact information" multiplied by "Islam's gaming win goal for 2011"	\$220,721	A*B = C
<u>Number of days worked by Islam at GSR:</u>		
(January 31, 2012 (GSR 00026) - May 3, 2012 (GSR 01028))		
	January	1
	February	29
	March	31
	April	30
	May	3
	Total Days	94
Percentage of one year worked by Islam at GSR	25.8%	D
<u>Estimate of potential damages related to altered records:</u>		
"Percentage of one year worked by Islam at GSR" multiplied by "Percentage of Islam's guests with altered contact information" multiplied by "Islam's gaming win goal for 2011"	\$56,843	C*D

A reasonable estimate of damages incurred due to the altering of customer contact information may also include the cost of correcting the records, which was estimated by Atlantis to be \$2,000¹⁵, as well as the cost to "mitigate" the damage, which was estimated by Atlantis to be \$10,941.¹⁶ Specifically, Atlantis mitigated the damage by reaching out to all customers whose information was altered (170 customers, in fact, so it is unclear exactly which customers were included), and provided them with complimentary offers of free play of up to \$400, meals with a casino host and three nights of free accommodations.

¹⁵ Page 9 of the Plaintiff's Ninth Supplemental NRCP 16.1 Disclosure

¹⁶ Exhibit C, Plaintiff's Ninth Supplemental NRCP 16.1 Disclosure

Exhibit II: Estimate of Damages Related to Altering of Customer Records

Guest Rating	A Guest Count In Rating Category (Exhibit B of Plaintiff's Ninth Supplemental Disclosure)	B Annual Contribution (Win-GGR) per Guest, Year 1 (ATL 0989)	A*B = C Annual Potential Lost Revenue: Guest Count x Annual Contribution	C * 25.8% = D Potential Lost Revenue: Guest Count x Annual Contribution x Portion of the Year Islam Employed at GSR
A1	7	\$18,269	\$127,883	\$32,934
A2	20	\$3,465	\$69,300	\$17,847
A3	24	\$2,142	\$51,408	\$13,239
A4	21	\$1,820	\$38,220	\$9,843
A5	23	\$886	\$20,378	\$5,248
A6	19	\$371	\$7,049	\$1,815
A7	1	\$187	\$187	\$48
A8	2	\$44	\$88	\$23
LA	60	\$22,729	\$1,363,740	\$351,210
LB	10	\$7,735	\$77,350	\$19,920
LC	10	\$3,330	\$33,300	\$8,576
LD	4	\$519	\$2,076	\$535
LE	1	\$29	\$29	\$7
Total	202		\$1,791,008	\$461,246
Potential Lost Revenue x 100%			\$1,791,008	\$461,246
Potential Lost Revenue x 90%			\$1,611,907	\$415,121
Potential Lost Revenue x 80%			\$1,432,806	\$368,997
Potential Lost Revenue x 70%			\$1,253,706	\$322,872
Potential Lost Revenue x 60%			\$1,074,605	\$276,748
Potential Lost Revenue x 50%			\$895,504	\$230,623
Potential Lost Revenue x 40%			\$716,403	\$184,498
Potential Lost Revenue x 30%			\$537,302	\$138,374
Potential Lost Revenue x 20%			\$358,202	\$92,249
Potential Lost Revenue x 10%			\$179,101	\$46,125
Potential Lost Revenue x 0%			\$0	\$0

Importantly, the calculation presented in Exhibit II also assumes that none of the 87 customers whose records were altered were included on the list of 202 customers whose names were recorded by Islam. If it is determined that there was overlap in the two groups, then these customers should be removed from column "A" above, or alternatively, from the calculation of damages related to the altering of names. Due to the use of overall averages in the calculation of damages related to the

losses for rated players over the past five years, and whether any of the customers were recurring guests of other casinos; including, without limitation, the GSR

Exhibit III: Actual Impact of Islam at GSR, During and After Employment²¹

	During Islam's Employment (1/25/12 - 5/3/12)	After Islam's Employment (5/4/12 - 11/30/12)	Total	Reported Profit
<u>All rated quests coded to Islam in GSR database:</u>				
Guest count	144	110	N/A	
Gaming win	\$37,729	\$86,892	\$124,621	\$76,848
<u>Rated quests coded to Islam AND entered in GSR database during Islam's employment (i.e., new quests to GSR):</u>				
Guest count	40	30	N/A	
Gaming win	\$8,602	\$6,572	\$15,174	\$10,814

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

6/10/13

PRE-TRIAL CONFERENCE

HONORABLE

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

PATRICK

FLANAGAN

DEPT. NO. 7

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

M. Conway

(Clerk)

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

S. Koetting

1:20 p.m. – Court convened.

(Reporter)

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

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

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

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

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

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

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

6/10/13

PRE-TRIAL CONFERENCE

HONORABLE
PATRICK
FLANAGAN
DEPT. NO. 7
M. Conway
(Clerk)
S. Koetting
(Reporter)

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

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

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

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

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

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

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

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

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

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

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

2:20 p.m. – Court stood in recess.

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 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; NAV-RENO-
17 GS, LLC, a Nevada limited liability company,
18 d/b/a GRAND SIERRA RESORT; ABC
19 CORPORATIONS; XYZ PARTNERSHIPS;
20 AND JOHN DOES I through X, inclusive.

21 Defendants.

22 **ORDER SUBSTITUTING DEFENDANT AND CHANGING CAPTION**

23 Pursuant to the Stipulation To Substitute Defendant and Change Caption, on file herein,
24 and good cause appearing,

25 ///

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27 ///

28 ///

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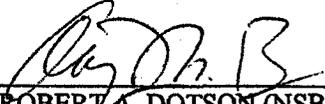
IT IS HEREBY ORDERED that MEI-GSR HOLDINGS, LLC is substituted in place of NAV-RENO-GS, LLC as the appropriate Defendant entity doing business as GRAND SIERRA RESORT as it is responsible for and has assumed all liabilities of Defendant NAV-RENO-GS, LLC pursuant to a merger in October, 2012.

IT IS FURTHER ORDERED THAT the caption may be changed to substitute MEI-GSR HOLDINGS, LLC in place of NAV-RENO-GS, LLC.

Dated this 1 day of July, 2013.


DISTRICT COURT JUDGE

Respectfully submitted,
LAXALT & NOMURA, LTD

By: 
ROBERT A. DOTSON (NSB # 5285)
ANGELA M. BADER, ESQ. (NSB #5574)
9600 Gateway Dr.
Reno, NV 89521
Attorneys for Plaintiff

FILED

Electronically
07-26-2013:12:15:52 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 3882047

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

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

7/1/13

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

BENCH TRIAL - DAY 1

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

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

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

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

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

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

Counsel Johnson addressed the Court and argued in opposition.

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

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

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

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

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

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

Counsel Dotson presented opening statement.

Counsel Wray presented opening statement.

Counsel Johnson presented opening statement.

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

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

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

CV12-01171 DC-000050973-001
GOLDEN ROAD MOTOR VS. SUMONA ISLAM
District Court 07/26/2013 12:15 PM
Washington County MTN
MCCNLLAV

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

Exhibit 61 was offered and ADMITTED over objection.

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

1:31 p.m. – Court reconvened with Court, counsel and respective parties present. Witness Ringkob resumed the stand, heretofore sworn, and continued on direct examination.

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

Counsel Wray conducted cross-examination.

Exhibit 82 was marked, offered and ADMITTED without objection.

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

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

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

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

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

7/2/13

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

BENCH TRIAL - DAY 2

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

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

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

9:01 a.m. – Court convened with Court, counsel and respective parties present. **Counsel Dotson called Frank DeCarlo.** He was sworn and testified on direct examination.

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

10:21 a.m. – Court reconvened with Court, counsel and respective parties present. Witness DeCarlo resumed the stand, heretofore sworn, and continued on direct examination.

Exhibit 59 was offered and ADMITTED over objection.

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

1:32 p.m. – Court reconvened with Court, counsel and respective parties present. Counsel Wray addressed the Court and moved for Court to recess at 4:40 p.m. tomorrow (July 3, 2013) as counsel from Las Vegas have a 6:00 p.m. flight; no objection(s) stated; **SO ORDERED.**

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

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

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

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

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

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

Exhibit 59a was marked, offered and ADMITTED without objection.

Witness DeCarlo further testified on re-direct examination and re-cross examination conducted by Counsel Wray. Witness excused.

5:50 p.m. – Court stood in recess. Parties ordered to return tomorrow, July 3, 2013, at 1:30 p.m.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

7/3/13

BENCH TRIAL - DAY 3

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

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

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

1:35 p.m. – Court convened with Court, counsel and respective parties present. **Counsel Dotson called Sumona Islam.** She was sworn and testified on direct examination.

3:14 p.m. – Court recessed for afternoon break.

3:31 p.m. – Court reconvened with Court, counsel and respective parties present. Witness Islam resumed the stand, heretofore sworn, and continued on direct examination.

Deposition of Sumona Islam, dated July 23, 2012, was opened and published. General discussions were had with Court and counsel regarding the remaining trial schedule. Counsel Dotson advised the Court he anticipates that Witness Sumona Islam will be finished on Monday, July 8th, and he has 3 witnesses scheduled for Tuesday, July 9th. Counsel Wray advised he has 2 witnesses, which may take 20 minutes each. Counsel Johnson advised that his expert witness is not available until Friday, July 12th, and he doesn't anticipate re-calling any of the prior witnesses.

The COURT advised the parties that he will do whatever he can to accommodate the trial schedule.

Counsel Dotson addressed the Court and requested that Ms. Islam bring a list of the "players" from January 2012 at GSR that she added to the 5 spiral notebooks. Counsel Wray addressed and advised the Court that he will provide Mr. Dotson with whatever information he wants on Friday, July 5, 2013.

4:33 p.m. – Court stood in recess. Parties ordered to return Monday, July 8, 2013, at 9:30 a.m.

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

07/08/13

BENCH TRIAL – DAY 4

HONORABLE
PATRICK
FLANAGAN
DEPT. NO. 7
M. Conway
(Clerk)
S. Koetting
(Reporter)

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

Mark Wray, Esq. was present in Court on behalf of Defendant Sumona Islam, who was present. Stan Johnson, Esq. and Steven Cohen were present in Court on behalf of Defendant GSR Enterprises, LLC, with GSR President Steve Rosen present.

9:30 a.m. – Court convened.

The Court reviewed with the parties the remaining trial schedule. In addition, Court advised counsel that several months ago he had accepted a speaking engagement at the Atlantis Hotel, regarding campaign donations. The Court further advised that he had no input into where the speaking engagement was scheduled.

Sumona Islam resumed the stand, heretofore sworn, and continued testifying under direct examination.

Counsel Dotson marked for identification exhibit 80. Counsel Dotson marked for identification exhibit 83 (contains documents for exhibit 19 and 80). Exhibit 83 ADMITTED.

10:49 a.m. – Recess taken.

11:00 a.m. – Court reconvened, all parties present.

Sumona Islam resumed the stand, heretofore sworn, and continued testifying under direct examination. During testimony regarding customer names and gaming information, Counsel Dotson requested that the transcript be sealed. SO ORDERED.

11:58 a.m. – Recess taken.

1:30 p.m. – Court reconvened with all parties present.

Sumona Islam resumed the stand, heretofore sworn, and continued testifying under direct examination.

2:55 p.m. – Recess taken.

3:15 p.m. – Court reconvened with all parties present.

Sumona Islam resumed the stand, heretofore sworn, and testified under cross examination by Counsel Wray.

4:55 p.m. - Court stood in recess, to resume at 9:00 a.m. on July 9, 2013.

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

07/09/13

HONORABLE

PATRICK

FLANAGAN

DEPT. NO. 7

M. Conway

(Clerk)

S. Koetting

(Reporter)

BENCH TRIAL – DAY 5

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

Mark Wray, Esq. was present in Court on behalf of Defendant Sumona Islam, who was present. Stan Johnson, Esq. and Steven Cohen, Esq. were present in Court on behalf of Defendant GSR Enterprises, LLC, with GSR President Steve Rosen present.

9:03 a.m. – Court convened.

Sumona Islam resumed the stand, heretofore sworn, and continued testifying under cross-examination by Counsel Wray.

Counsel Johnson conducted cross-examination of the witness.

Counsel Dotson conducted re-direct examination. The witness was released.

10:05 a.m. – Recess taken.

10:32 a.m. – Court reconvened with all parties present.

Counsel Dotson called **Shelly Hadley**, who was sworn and testified under direct examination.

11:25 a.m. – Lunch recess taken.

1:47 p.m. – Court reconvened with all parties present.

Shelly Hadley, resumed the stand, heretofore sworn, and direct examination continued.

Deposition of Shelly Hadley, dated August 13, 2012, Opened and Published.

Counsel Johnson conducted cross-examination.

Counsel Dotson conducted re-direct examination. The witness was released.

3:00 p.m. – Recess taken.

3:20 p.m. – Court reconvened with all parties present.

Counsel Dotson called **Michael Sterling Lundgren**, who was sworn and testified under direct examination.

Counsel Wray conducted cross-examination. The witness was released.

Counsel Dotson called **Robert Thomas Woods**, who was sworn and testified under direct examination.

Counsel Wray conducted cross-examination.

Counsel Johnson conducted cross-examination.

Counsel Dotson conducted re-direct examination. The witness was released.

The Court and counsel discussed which witnesses counsel anticipates calling and the remaining trial schedule. The Court advised counsel that trial will resume at 11:00 a.m. tomorrow.

5:10 p.m. – Court stood in recess.

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

07/10/13

HONORABLE

PATRICK

FLANAGAN

DEPT. NO. 7

M. Conway

(Clerk)

S. Koetting

(Reporter)

BENCH TRIAL – DAY 6

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

Mark Wray, Esq. was present in Court on behalf of Defendant Sumona Islam, who was present. Stan Johnson, Esq. and Steven Cohen, Esq. were present in Court on behalf of Defendant GSR Enterprises, LLC, with GSR President Steve Rosen present.

11:00 a.m. – Court convened.

Counsel Dotson called **Susan Moreno**, who was sworn and testified under direct examination.

Counsel Wray conducted cross-examination.

Counsel Johnson conducted cross-examination.

Counsel Dotson conducted re-direct examination. The witness was released.

12:05 p.m. – Lunch recess taken.

1:59 p.m. – Court reconvened with all parties present. John Farahi, CEO and president of Monarch Resort & Casino was also present.

Counsel Dotson called **Donna Nunez**, who was sworn and testified under direct examination.

Counsel Wray conducted cross-examination.

Counsel Johnson conducted cross-examination.

Counsel Dotson conducted re-direct examination. The witness was released.

Counsel Dotson called **Tom Flaherty**, who was sworn and testified under direct examination.

Deposition of Tom Flaherty, dated July 24, 2012, opened and published.

3:30 p.m. – Recess taken.

3:50 p.m. – Court reconvened with all parties present.

Tom Flaherty resumed the stand, heretofore sworn, and direct examination continued.

Counsel Johnson conducted cross-examination.

Counsel Dotson conducted re-direct examination. The witness was released.

Counsel Dotson called **Lilia Santos**, who was sworn and testified under direct examination.

Counsel Wray conducted cross-examination.

Counsel Johnson conducted cross-examination. The witness was released.

The Court and counsel discussed the trial schedule for the remaining week.

5:00 p.m. – Court stood in recess, to resume on July 11, 2013 at 1:30 p.m.

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

07/11/13

BENCH TRIAL – DAY 7

HONORABLE

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

PATRICK

FLANAGAN

DEPT. NO. 7

Mark Wray, Esq. was present in Court on behalf of Defendant Sumona Islam, who was present. Stan Johnson, Esq. and Steven Cohen, Esq. were present in Court on behalf of Defendant GSR Enterprises, LLC, with GSR President Steve Rosen present.

M. Conway

(Clerk)

1:35 p.m. – Court convened.

S. Koetting

(Reporter)

Counsel Dotson called **Brandon McNeely**, who was sworn and testified under direct examination.

Counsel Dotson moved to admit exhibit 60; no objection(s).

COURT ORDERED: Exhibit 60 ADMITTED.

Counsel Johnson stated his objections to the testimony of Brandon McNeely arguing hearsay.

Counsel Wray joined in this objection. SO NOTED.

A discussion was had between the Court and counsel regarding sealing testimony relating to gaming patrons, their personal information, and gaming habits.

The Court advised the parties that the transcript would be sealed as to all references to gaming patrons, their gaming habits, and their personal information. The Court further advised that counsel are subject to the terms and conditions of the protective order.

Counsel Johnson conducted cross-examination.

3:40 p.m. – Recess.

4:02 p.m. – Court reconvened with all parties present.

Brandon McNeely resumed the stand, heretofore sworn, and cross-examination by Counsel Johnson continued.

Counsel Wray conducted cross-examination.

Counsel Dotson conducted re-direct examination.

Counsel Johnson conducted re-cross examination. The witness was released.

The Court advised the parties that this matter would resume at 10:00 a.m. on July 12, 2013.

5:50 p.m. – Court stood in recess.

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

07/12/13

HONORABLE
PATRICK
FLANAGAN
DEPT. NO. 7
M. Conway
(Clerk)
S. Koetting
(Reporter)

BENCH TRIAL – DAY 8

Rob Dotson, Esq. was present in Court on behalf of Plaintiff, Golden Road Motor Inn, Inc. with Debbie Robinson Esq., General Counsel for Atlantis/Monarch Casino, acting as client representative. Mark Wray, Esq. was present in Court on behalf of Defendant Sumona Islam, who was present. Stan Johnson, Esq. and Steven Cohen, Esq. were present in Court on behalf of Defendant GSR Enterprises, LLC, with GSR President Steve Rosen present.

10:32 a.m. – Court convened.

Counsel Dotson called **Christian Ambrose**, who was sworn and testified under direct examination.

Counsel Dotson marked for identification and moved for the admission of exhibit 84, no objection(s).

COURT ORDERED: Exhibit 84 ADMITTED.

Counsel Wray addressed the Court and advised that a witness will need to be taken out of order.

Counsel Dotson had no objection.

11:45 a.m. - Recess.

1:35 p.m. - Court convened.

Christian Ambrose, heretofore sworn, resumed the stand, and direct examination continued.

No cross examination conducted. The witness was released.

Counsel Wray called **Maria Maldonado**, who was sworn and testified under direct examination.

Cross examination conducted by Counsel Dotson, re-direct examination conducted. The witness was released.

Counsel Wray called **Maura Navarro**, who was sworn and testified under direct examination.

Counsel Dotson conducted cross examination and the witness was released.

Counsel Dotson called **Jeremy Aguero**, who was sworn and testified under direct examination.

3:13 p.m. - Recess.

3:38 p.m. - Court reconvened.

Jeremy Aguero resumed the stand, heretofore sworn and direct examination continued.

Counsel Johnson conducted cross examination.

Counsel Wray addressed the Court and advised that in lieu of cross examination he would direct the Court to the report of Jeremy Aguero, which is exhibit 32 and further referenced the introduction, pages 1-4 and advised the actual conclusion is stated on page 3.

Counsel Dotson conducted redirect examination.

Counsel Johnson conducted re-cross examination.

Counsel Wray requested that Sumona Islam be excused, indicating that she is flying out on Tuesday for a family matter. Counsel Johnson advised the Court that he has a funeral he needs to attend on Monday. Respective counsel had no objections to releasing Sumona Islam and beginning trial on the following Tuesday, July 16, 2013.

The Court and counsel discussed the remaining trial schedule.

Counsel Dotson addressed the sealing of the protected information in the transcripts.

COURT ORDERED: The entire transcript containing protected information will be sealed.

4:54 p.m. - Court stood in recess, to resume on July 16, 2013 at 9:00 a.m.

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

07/16/13

HONORABLE
PATRICK
FLANAGAN

DEPT. NO. 7

M. Conway

(Clerk)

S. Koetting

(Reporter)

BENCH TRIAL – DAY 9

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

Mark Wray, Esq. was present in Court on behalf of Defendant Sumona Islam, who was present. Stan Johnson, Esq. and Steven Cohen, Esq. were present in Court on behalf of Defendant GSR Enterprises, LLC, with GSR President Steve Rosen present.

9:00 a.m. – Court convened.

Counsel Dotson called **Debra Robinson**, who was sworn and testified under direct examination.

Counsel Wray conducted cross-examination.

Counsel Wray recalled **Sumona Islam**, heretofore sworn and conducted direct examination.

Counsel Wray marked for identification exhibit 85 and moved for its admission. Counsel Dotson stated his objections to the admission of exhibit 85. Counsel Wray responded.

COURT ORDERED: Exhibit 85 ADMITTED, over objections.

Counsel Dotson conducted cross examination.

Counsel Johnson conducted cross examination.

The Court questioned the witness and requested clarification regarding the coding method used in exhibit 85. Counsel Wray conducted further direct examination.

Counsel Wray indicated he had no further questions of witness Debra Robinson.

10:32 a.m. - Recess.

10:52 a.m. - Court reconvened.

Debra Robinson resumed the stand, heretofore sworn, and cross examination was conducted by Counsel Johnson.

Counsel Dotson rested the Plaintiff's case-in-chief.

Counsel Wray and Counsel Johnson advised the Court that they had no further witnesses.

The Court and counsel discussed closing arguments with the Court requesting counsel provide actual damages to the Court.

12:00 p.m. - Court stood in recess, to resume on July 17, 2013 at 2:00 p.m.

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

07/18/13

HONORABLE

PATRICK

FLANAGAN

DEPT. NO. 7

M. Conway

(Clerk)

S. Koetting

(Reporter)

BENCH TRIAL – DAY 11

Rob Dotson, Esq. was present in Court on behalf of Plaintiff, Golden Road Motor Inn, Inc. with Debra Robinson Esq., General Counsel for Atlantis/Monarch Casino, acting as client representative. John Farahi, CEO and president of Monarch Resort & Casino was also present. Mark Wray, Esq. was present in Court on behalf of Defendant Sumona Islam, who was not present.

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

2:36 p.m. - Court convened.

Counsel Dotson presented closing arguments.

Counsel Wray presented closing arguments.

4:48 p.m. - Recess.

5:04 p.m. - Court reconvened.

Counsel Johnson presented closing arguments.

5:52 p.m. - Court stood in recess, to resume on July 18, 2013 at 9:00 a.m.

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

07/18/13

HONORABLE
PATRICK
FLANAGAN
DEPT. NO. 7
M. Conway
(Clerk).
S. Koetting
(Reporter)

BENCH TRIAL – DAY 11

Rob Dotson, Esq. was present in Court on behalf of Plaintiff, Golden Road Motor Inn, Inc. with Debra Robinson Esq., General Counsel for Atlantis/Monarch Casino, acting as client representative. John Farahi, CEO and President of Monarch Resort & Casino was also present. Mark Wray, Esq. was present in Court on behalf of Defendant Sumona Islam, who was not present.

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

9:51 a.m. – Court convened.

Counsel Johnson presented closing arguments.

Counsel Dotson presented further closing argument, including rebuttal argument.

Counsel Wray presented further comments.

COURT ORDERED: Exhibits 6,7,8,9,31-34, 35-42, 48,50,51,59, 59A,61,63,65-68, 75,77,79,80,83,84 are placed under seal and cannot be viewed unless by Order of the Court.

11:29 a.m. – Recess.

12:05 p.m. – Court reconvened with all parties present with the exception of Defendant Islam and GSR President Steve Rosen.

COURT FINDS: As to the first cause of action, breach of contract, that the user agreement, business ethics policy and code of conduct agreement and the trade secret agreement were valid contacts signed by the Defendant and representative of the Plaintiff.

COURT FINDS: The Defendant breached these agreements.

COURT FINDS: That when the Defendant was hired by the Atlantis from Harrah's she was under a contractual obligation to her former employer, Harrah's.

COURT FINDS: The Atlantis honored the obligation to Harrah's by placing the Defendant in the hotel side of operations.

COURT FINDS: The Defendant intentionally downloaded proprietary information from the Atlantis Casino, therefore,

COURT FINDS: Breach of Contract has been proved, and further, Atlantis has suffered damages as a result.

COURT FINDS: That a one (1) year period on the non-compete agreement is reasonable with a term of one hundred fifty (150) miles.

COURT FINDS: Total exclusion of employment is unreasonable.

COURT FINDS: The non-compete contact unenforceable and dismisses the second cause of action.

COURT ORDERED: Second cause of action: DISMISSED

COURT FINDS: The evidence shows, as to the third cause of action, conversion of property, the interference with the property was not severe, that the information, although altered, was not lost and easily restored. Therefore, the Plaintiff has failed to establish the elements of conversion.

COURT ORDERED: Third cause of action is DISMISSED.

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

07/18/13

HONORABLE

PATRICK

FLANAGAN

DEPT. NO. 7

M. Conway

(Clerk)

S. Koetting

(Reporter)

BENCH TRIAL – DAY 11

COURT ORDERED: Third cause of action is DISMISSED.

COURT FINDS: That as to the fourth cause of action, that this information is not known outside of the business, that this information is confidential within the Atlantis, and that this information is a trade secret.

COURT FINDS: The Defendant violated the terms of her contract and committed a violation of the uniform trade secrets act.

As to the sixth cause of action, Declaratory Relief;

COURT ORDERED: GRANTED IN PART/DENIED IN PART.

COURT ORDERED: As to compensatory damages, as to Defendant Islam, as to the first count for Breach of Contract, the Plaintiff is awarded Ten Thousand Nine Hundred Forty-One Dollars (\$10,941.00) with an additional Two Thousand One Hundred Nineteen Dollars (\$2,119.00).

COURT ORDERED: As to the violation of the Trade Secrets Act, judgment against the Defendant and in favor of the Plaintiff in the amount of Ten Thousand Eight Hundred Fourteen Dollars (\$10,814.00).

COURT FINDS: Punitive damages are warranted in this case.

COURT ORDERED: Punitive damages are awarded to the Plaintiff in the amount of Twenty Thousand Dollars (\$20,000.00).

COURT ORDERED: Having found in favor of the Plaintiff, the Court awards attorney's fees and litigation costs. These fees will be awarded after the appropriate affidavit of fees and memorandum of costs are timely submitted. Judge in favor of the Atlantis against Defendant Islam.

COURT FINDS: The testimony of Mr. Flaherty credible and that he told Ms. Islam not to bring anything from the GSR. Further, the testimony of both Ms. Hadley and Mr. Flaherty that they did not see the spiral notebooks is credible.

COURT FINDS: The non-compete agreement overbroad and unenforceable, therefore is was reasonable for GSR to rely upon the advice of counsel in offering employment to Ms. Islam.

COURT FINDS: The Plaintiff has failed to prove that the GSR has misappropriated trade secrets, therefore the claim against GSR is dismissed.

COURT ORDERED: Judgment in favor of GSR, against the Plaintiff, and GSR is awarded attorney fees and costs of litigation.

COURT ORDERED: Counsel Dotson shall prepare the Order.

1:00 p.m. - Court stood in recess.

Exhibits – Bench Trial

Title: GOLDEN ROAD MOTOR VS. SUMONA ISLAM, ET AL

PLTF: Golden Road Motor

PATY: Robert Dotson, Esq.

DEFT: Sumona Islam

DATY: Mark Wray, Esq.

DEFT: Grand Sierra Resort (GSR)

DATY: Stan Johnson, Esq. and Steven Cohen, Esq.

Case No: CV12-01171

Dept. No: 7

Clerks: J. Krush/M. Conway

Date: July 1-18, 2013

Exhibit No.	Party	Description	Marked	Offered	Admitted
1	PLTF	Online System User Agreement (ATL 0001 – 0004)	6/25/13	STIPULATED	7/1/13
2	PLTF	Business Ethics Policy and Code of Conduct Acknowledgement and Conflicts of Interest Statement (ATL 0005 – 0018)	6/25/13	STIPULATED	7/1/13
3	PLTF	Company Policy regarding Company Property, Proprietary Information, and Trade Secrets (ATL 0019 – 0021)	6/25/13	STIPULATED	7/1/13
4	PLTF	Non-Compete/Non-Solicitation Agreement (ATL 0022)	6/25/13	STIPULATED	7/1/13
5	PLTF	April 6, 2012 and April 18 th letters (ATL 0023 – 0034)	6/25/13	STIPULATED	7/1/13
6	PLTF	Handwritten guest list produced by Sumona Islam, first and last page of each of the five books ISLAM 1, 57, 58, 128, 129, 203, 204, 258, 259, 276	6/25/13	STIPULATED *SEALED*	7/1/13
7	PLTF	Summary of modifications to customer database by Sumona Islam in days leading up to her resignation (ATL 0041 – 0043)	6/25/13	STIPULATED *SEALED*	7/1/13

Exhibits – Bench Trial

Title: GOLDEN ROAD MOTOR VS. SUMONA ISLAM, ET AL

PLTF: Golden Road Motor

PATY: Robert Dotson, Esq.

DEFT: Sumona Islam

DATY: Mark Wray, Esq.

DEFT: Grand Sierra Resort (GSR)

DATY: Stan Johnson, Esq. and Steven Cohen, Esq.

Case No: CV12-01171

Dept. No: 7

Clerks: J. Krush/M. Conway

Date: July 1-18, 2013

Exhibit No.	Party	Description	Marked	Offered	Admitted
8	PLTF	Audit History (redacted) of the modifications made by Ms. Islam to the customer database (ATL 0044 – 0048)	6/25/13	STIPULATED *SEALED*	7/1/13
9	PLTF	Audit History (unredacted) of the modifications made by Ms. Islam to the customer database (Note: This document is designated highly confidential – attorneys’ eyes only and subject to the Stipulated Protective Order.) (ATL 0044a – 0048a)	6/25/13	STIPULATED *SEALED*	7/1/13
10	PLTF	Example of GSR solicitations (ATL 0049)	6/25/13	STIPULATED	7/1/13
11	PLTF	Example of GSR solicitations (ATL 0050)	6/25/13	STIPULATED	7/1/13
12	PLTF	Example of GSR solicitations (ATL 0051)	6/25/13	STIPULATED	7/1/13
13	PLTF	Example of GSR solicitations (ATL 0052)	6/25/13	STIPULATED	7/1/13
14	PLTF	Offer letter and draft offer letter (GSR 00026 - 00027 and GSR 0007 - 0008)	6/25/13	STIPULATED	7/1/13
15	PLTF	GSR Confidentiality and Non-Disclosure Agreement (GSR 00004)	6/25/13	STIPULATED	7/1/13
16	PLTF	GSR Database Agreement (GSR 00005)	6/25/13	STIPULATED	7/1/13

Exhibits – Bench Trial

Title: GOLDEN ROAD MOTOR VS. SUMONA ISLAM, ET AL

PLTF: Golden Road Motor

PATY: Robert Dotson, Esq.

DEFT: Sumona Islam

DATY: Mark Wray, Esq.

DEFT: Grand Sierra Resort (GSR)

DATY: Stan Johnson, Esq. and Steven Cohen, Esq.

Case No: CV12-01171

Dept. No: 7

Clerks: J. Krush/M. Conway

Date: July 1-18, 2013

Exhibit No.	Party	Description	Marked	Offered	Admitted
17	PLTF	Remainder of employment file of Sumona Islam (GSR 00001 – 00003, 00006, 00009 – 00025, 00028 - 00029)	6/25/13	STIPULATED	7/1/13
18	PLTF	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, entered on July 5, 2012	6/25/13	STIPULATED	7/1/13
19	PLTF	GSR list of guests coded to Islam at GSR (GSR 00740-00752)	6/25/13	STIPULATED	7/1/13
20	PLTF	Atlantis' job description for Executive Casino Host (ATL 0284 – 0285)	6/25/13	STIPULATED	7/1/13
21	PLTF	Atlantis' job description for Concierge Manager (ATL 0286)	6/25/13	STIPULATED	7/1/13
22	PLTF	Emails to / from Rackenberg/ DeCarlo (ATL 0592)	6/25/13	STIPULATED	7/1/13
23	PLTF	Email regarding the hiring of Sumona Islam (ATL 0210)	6/25/13	STIPULATED	7/1/13

Exhibits – Bench Trial

Title: GOLDEN ROAD MOTOR VS. SUMONA ISLAM, ET AL

PLTF: Golden Road Motor

PATY: Robert Dotson, Esq.

DEFT: Sumona Islam

DATY: Mark Wray, Esq.

DEFT: Grand Sierra Resort (GSR)

DATY: Stan Johnson, Esq. and Steven Cohen, Esq.

Case No: CV12-01171

Dept. No: 7

Clerks: J. Krush/M. Conway

Date: July 1-18, 2013

Exhibit No.	Party	Description	Marked	Offered	Admitted
24	PLTF	Frank DeCarlo's sent email (ATL 0564)	6/25/13	STIPULATED	7/1/13
25	PLTF	Frank DeCarlo's sent email (ATL 0492)	6/25/13	STIPULATED	7/1/13
26	PLTF	Frank DeCarlo's deleted email (ATL 0321)	6/25/13	STIPULATED	7/1/13
27	PLTF	Frank DeCarlo's sent email (ATL 0462)	6/25/13	STIPULATED	7/1/13
28	PLTF	Frank DeCarlo's deleted email (ATL 0298)	6/25/13	STIPULATED	7/1/13
29	PLTF	Frank DeCarlo's deleted email (ATL 0347)	6/25/13	STIPULATED	7/1/13
30	PLTF	Frank DeCarlo's deleted email (ATL 0339)	6/25/13	STIPULATED	7/1/13
31	PLTF	GSR Rated Players of Sumona Islam prepared by The Financial Planning and Analysis Group and GSR Guest Reports regarding Sumona Islam (ATL 1001 – 1004)	6/25/13	STIPULATED *SEALED*	7/1/13
32	PLTF	Expert report and CV of Jeremy A. Aguero	6/25/13	STIPULATED *SEALED*	7/1/13
33	PLTF	Spreadsheet for offer dated April 1-23 (GSR-AMBROSE 0052-0061)	6/25/13	STIPULATED *SEALED*	7/1/13

34	PLTF	Spreadsheet for offer dated April 24-May 23 (GSR-AMBROSE 0001-0015)	6/25/13	STIPULATED *SEALED*	7/1/13
35	PLTF	Spreadsheet for offer dated April 24- May 23 Non-Locals Duplicates (GSR-AMBROSE 0016-0018)	6/25/13	STIPULATED *SEALED*	7/1/13
36	PLTF	Spreadsheet for offer dated May 24 – June 19 Non-locals (GSR-AMBROSE 0092-0121)	6/25/13	STIPULATED *SEALED*	7/1/13
37	PLTF	Spreadsheet for offer dated June 20 – July 17 Non-Locals (GSR-AMBROSE 0062-0091)	6/25/13	STIPULATED *SEALED*	7/1/13
38	PLTF	Spreadsheet for offer dated April 1- 23 Locals (GSR-AMBROSE 0032-0051)	6/25/13	STIPULATED *SEALED*	7/1/13
39	PLTF	Spreadsheet for offer dated April 24- May 23 (GSR-AMBROSE 0019-0026)	6/25/13	STIPULATED *SEALED*	7/1/13
40	PLTF	Spreadsheet for offer dated May 24 – Jun 19 Locals (GSR-AMBROSE 0027-0031)	6/25/13	STIPULATED *SEALED*	7/1/13
41	PLTF	Ambrose Emails (GSR-AMBROSE 0122-0159)	6/25/13	STIPULATED *SEALED*	7/1/13
42	PLTF	Revenue Spreadsheets (GSR-Singh 0001-0007)	6/25/13	STIPULATED *SEALED*	7/1/13
43	PLTF	Harrah's June 26, 2008 letter to Islam (ATL 0266 – 0279)	6/25/13	STIPULATED	7/1/13
44	PLTF	Harrah's October 22, 2009 letter to Islam (ATL 0280, ATL 0283 and ATL 0283a)	6/25/13	STIPULATED	7/1/13
45	PLTF	Email from Tomelden 1/19/12 and from DeCarlo to Finn 1/20/12 and privileged emails (ATL 0281 – 0282)	6/25/13	STIPULATED	7/1/13

46	PLTF	Correspondence between Atlantis and counsel for Fitzgeralds related to Chau non-compete (ATL 0604-0625)	6/25/13	STIPULATED	7/1/13
47	PLTF	Harrah's Employment Agreement provided to Atlantis by Sumona Islam (ATL 0628-0638)	6/25/13	STIPULATED	7/1/13
48	PLTF	Emails between Shelly Hadley to Sumona Islam, (GSR 01932 - 01934)	6/25/13	STIPULATED *SEALED*	7/1/13
49	PLTF	GSR Free Play Adjustments and Comps GSR 1935 - 1981	6/25/13	STIPULATED	7/1/13
50	PLTF	Hadley emails GSR 2029 - 2033	6/25/13	STIPULATED *SEALED*	7/1/13
51	PLTF	Hadley emails GSR 1982 - 2028	6/25/13	STIPULATED *SEALED*	7/1/13
52	PLTF	Grand Sierra Resort Employee Handbook (GSR 02034 - 2064)	6/25/13	STIPULATED	7/1/13
53	PLTF	Resume of Abraham Pearson	6/25/13	STIPULATED	7/1/13
54	PLTF	Concierge Lounge Schedules (ATL 0137 - 0151)	6/25/13	STIPULATED	7/1/13
55	PLTF	March 12, 2010 memo re Host Internet Access Agreement (ATL 0153)	6/25/13	STIPULATED	7/1/13
56	PLTF	Network Access Requests signed by Sumona Islam (ATL 0154-0165)	6/25/13	STIPULATED	7/1/13
57	PLTF	Online System User Agreement signed by Sumona Islam (ATL 0166 - 0169)	6/25/13	STIPULATED	7/1/13
58	PLTF	Grand Sierra Flyer (ATL 0626 - 0627)	6/25/13	STIPULATED	7/1/13

59	PLTF	Plaintiff's Seventeenth Supplemental NRCP 16.1 Disclosure	6/25/13	OBJECTION OVER-RULED *SEALED*	7/2/13
59a	DEF GSR	Enlarged copy of "Supporting Data For Summary Sheet"	7/2/13	NO OBJECTION *SEALED*	7/2/13
60	PLTF	Resume of Brandon C. McNeely, bates numbered ATL 0992 - 0994	6/25/13	NO OBJECTION	7/11/13
61	PLTF	Atlantis Customer Lifetime Value calculations and Harvard Business Review case study, bates numbered (ATL 0973 - 0990)	6/25/13	OBJECTIONS OVER-RULED *SEALED*	7/1/13
62	PLTF	Black's Law Dictionary and Webster's Dictionary definition of "sabotage" (ATL 0995 - 1000)	6/25/13	STIPULATED	7/1/13
63	PLTF	Guest contact list prepared by Frank DeCarlo at the direction of Debra Robinson (ATL 1609)	6/25/13	STIPULATED *SEALED*	7/1/13
64	PLTF	Email string dated 4/5/12 regarding guest Arsenault (ATL 1617 - 1618)	6/25/13	STIPULATED	7/1/13
65	PLTF	Email string dated 4/10/12 regarding guest Davidson (ATL 1619 - 1620)	6/25/13	STIPULATED *SEALED*	7/1/13
66	PLTF	Email dated 4/17/12 regarding guest Scheider (ATL 1621)	6/25/13	STIPULATED *SEALED*	7/1/13
67	PLTF	Portions of David Law's personnel file, redacted as to Social Security number (ATL 1667 - 1681)	6/25/13	STIPULATED *SEALED*	7/1/13
68	PLTF	Portions of Lilia Santos' personnel file, redacted as to Social Security number (ATL 1682 - 1695)	6/25/13	STIPULATED *SEALED*	7/1/13

69	PLTF	Concierge Desk Schedules (ATL 1740 – 1766)	6/25/13	STIPULATED	7/1/13
70	PLTF	Emails regarding Ramon Mondragon (ATL 1776 – 1785)	6/25/13	STIPULATED	7/1/13
71	PLTF	IT Help Desk Notes for Frank DeCarlo's email (ATL 1786 – 1798)	6/25/13	STIPULATED	7/1/13
72	PLTF	Internet Authorization Form signed by Sumona Islam (ATL 0152)	6/25/13	STIPULATED	7/1/13
73	PLTF	Transcript of May 3, 2012 GSR Investigatory Interview Recording with Sumona Islam (GSR02130 – GSR02133)	6/25/13	STIPULATED	7/1/13
74	DEF ISLAM	Demonstrative exhibit - List of emails prepared by Mark Wray (Depo exhibit 53)	6/25/13		
75	PLTF	Islam's Book of Trade produced to Atlantis with notes from Atlantis. These documents are designated confidential and subject to the Stipulated Protective Order (ATL 0213 – 0265)	6/25/13	STIPULATED *SEALED*	7/1/13
76	DEF ISLAM	Sumona Islam's Hallmark card	6/25/13	STIPULATED	7/1/13
77		Compilation of GSR/Islam Emails in chronological order	6/25/13	STIPULATED *SEALED*	7/1/13
78		Additional signature pages to Trade Secret Agreement and Business Ethics policy and Code of Conduct Agreement (ATL 0100 - 0101, 0103, 0128 - 0130)	6/25/13	STIPULATED	7/1/13

79	DEF ISLAM	Frank DeCarlo's emails (Note: All confidential guest information has been redacted from these emails. Many of these documents contain proprietary and/or confidential information and have been designated as being subject to the Stipulated Protective Order (ATL 0296 - 0591) Not printed at this time.	NOT MARKED		
80	PLTF	Full handwritten client list produced by Islam (ISLAM 1- 276)	7/8/13	*SEALED*	
81	DEF ISLAM	Letter to Mark Wray, Esq. from Angela Bader, Esq. dated 10/15/12	6/25/13	STIPULATED	7/1/13
82	DEF ISLAM	Email from Frank DeCarlo filed 12/22/11 and Declining Player Report as of 12/21/11	7/1/13	NO OBJECTION	7/1/13
83	PLTF	Copy of handwritten client list produced by Islam with notations made during review on July 6-7, 2013	7/8/13	NO OBJECTION *SEALED*	7/8/13
84	PLTF	Defendant's Responses to Plaintiff's First Set of Request for Admission to Deendant Nav-Reno-GS, LLC DBA Grand Sierra Resort	7/12/13	NO OBJECTION *SEALED*	7/12/13
85	DEF ISLAM	Handwritten note of Lilia Santos	7/16/13	OBJECTION OVER- RULED	7/16/13
86					
87					
88					
89					
90					
91					

1 **1950**
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 **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 RESORT SPA
12 Case No.: CV12-01171
13 Dept No.: B6

14 Plaintiff,

15 vs.

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

17 Defendants.

18
19
20
21 **PLAINTIFF'S VERIFIED MEMORANDUM OF COSTS**

22 Plaintiff, GOLDEN ROAD MOTOR INN, INC., d/b/a ATLANTIS CASINO RESORT
23 SPA, as the Prevailing Party in the above captioned action against SUMONA ISLAM, hereby
24 submits the following Verified Memorandum of Costs pursuant to NRS § 18.020:

- 25 (1) Clerk fees (see Exhibit 1).....\$1,720.00
26 (2) Reporters' fees for depositions (see Exhibit 1).....\$8,336.95
27 (3) Jurors' fees\$0.00
28 (4) Witness fees (see Exhibit 1).....\$108.53

1	(5)	Expert witness fees.....	\$0.00
2	(6)	Interpreter fees	\$0.00
3	(7)	Process server fees (see Exhibit 1).....	\$1,062.77
4	(8)	Court reporter (see Exhibit 1)	\$958.25
5	(9)	Reasonable costs for any bond or undertaking required as part of the action.....	\$0.00
6	(10)	Fees of a court bailiff who was required to work overtime	\$0.00
7	(11)	Reasonable costs for telecopies.....	\$0.00
8	(12)	Photocopies (see Exhibit 1).....	\$3,519.40
9	(13)	Long distance telephone (see Exhibit 1)	\$94.62
10	(14)	Postage (see Exhibit 1).....	\$260.39
11	(15)	Travel and lodging expense for depositions and discovery	\$0.00
12	(16)	Fees charged pursuant to NRS 19.0335	\$0.00
13	(17)	Other reasonable and necessary expense (see Exhibit 1).....	\$1,069.70
14	(18)	Any costs of Defendant GRAND SIERRA RESORT, as a prevailing	
15		party against Plaintiff, to be passed through to Defendant ISLAM	
16		pursuant to NRS 18.020 and <i>Semenza v. Caughlin Crafted Homes,</i>	
17		111 Nev. 1089, 1096-97, 901 P.2d 684, 688-689 (1995).....	Unknown
18		Total Costs	\$17,130.61
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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.

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

ROBERT A. DOTSON being duly sworn, deposes and says that the items contained in the above memorandum are correct, to the best of my knowledge and belief, and that the costs have been necessarily incurred in said action or proceeding by **GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT SPA.**

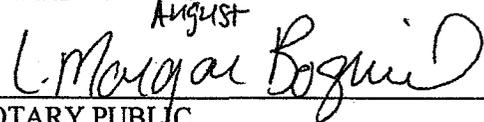
(NRS 18.020).

DATED: 8/5/13



ROBERT A. DOTSON

SUBSCRIBED AND SWORN to before me this 5 day of ~~July~~, 2013

August


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
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:

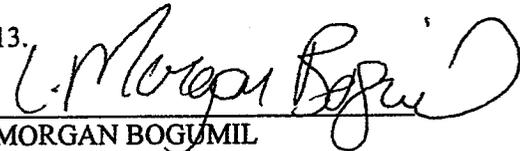
21 Steven B. Cohen, Esq.
22 Stan Johnson, Esq.
23 Terry Kinnally, Esq.
24 Cohen-Johnson, LLC
25 255 E. Warm Springs Rd, Ste 100
26 Las Vegas, NV 89119

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 5 day of August, 2013.

28 
L. MORGAN BOGUMIL

INDEX OF EXHIBITS

1
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6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
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EXHIBIT	DESCRIPTION	PAGES
1	Itemization of Costs and Receipts	62

EXHIBIT 1
Part 1

FILED
Electronically
08-05-2013:10:52:30 AM
Joey Orduna Hastings
Clerk of the Court
Transaction # 3900298

EXHIBIT 1
Part 1

EXHIBIT 1

Date	Amount	Description
CLERK FEES		
4/27/12	1,520.00	Second Judicial District Court - Filing Fee for Complaint (business court) (R. Dotson)
8/23/12	200.00	Second Judicial District Court - Filing Fee for Motion for Partial Summary Judgment (A. Bader)
TOTAL	1,720.00	
REPORTERS' FEES FOR DEPOSITIONS		
7/31/12	683.75	Sunshine Litigation Services - Invoice # 901477 - Deposition Transcripts of Tom Flaherty and Sterling Lundgren taken 7/24/12
8/1/12	1,694.05	Sunshine Litigation Services - Invoice # 901542 - Deposition Transcript of Sumona Islam taken 7/23/12
8/22/12	818.55	Sunshine Litigation Services - Invoice # 902331 - Deposition Transcripts of COR Sterling Lundgren and Shelly Hadley taken 8/13/12
11/15/12	473.40	Bonanza Reporting - Deposition Transcript of Francis X. DeCarlo, Jr., taken 10/19/12 - Invoice # 73602
1/25/13	389.85	Molezzo Reporters - Deposition Transcript of Debra Robinson taken 1/22/13 - Invoice # JMO122132
1/29/13	1,432.80	Molezzo Reporters - Deposition transcripts of Christian Ambrose and Bill Singh taken 1/18/13 - Invoice # TAO118131
4/25/13	198.55	Bonanza Reporting - Certified copy of transcript of deposition of Robert Woods taken 4/2/13 - Invoice # 74193
5/9/13	1,221.55	Molezzo Court Reporters - Original and one copy of deposition transcripts of Terry Vavra and Deborah Kite - Invoice # TAO419131
5/21/13	574.20	Molezzo Court Reporters - Invoice # R0514132 - Copy of Deposition Transcripts of Abraham Pearson and Brandon McNeely taken 5/14/13
5/29/13	850.25	Molezzo Reporters - Invoice # TAO522131 - Original and One Copy of Deposition Transcript of Jeremy Aguero taken 5/22/13
TOTAL	8,336.95	
WITNESS FEES		
5/11/12	28.40	Subpoena Fee for Sumona Islam to appear in Court
6/21/13	26.71	Shelly Hadley - Witness Fee for Trial Subpoena
6/21/13	26.71	Sterling Lungren - Witness Fee for Trial Subpoena
6/21/13	26.71	Christian Ambrose - Witness Fee for Trial Subpoena
TOTAL	108.53	
PROCESS SERVER FEES		
5/2/12	74.00	Reno Carson Messenger Service - Invoice # 3705 - Rush Service of Process on Sumona Islam on 5/1/12 (CV12-01171)
5/7/12	76.50	Reno Carson Messenger Service - Invoice # 4175 - Rush Service of Process on Sumona Islam on 5/7/12 (CV12-01171)
5/12/12	66.00	Reno Carson Messenger Service - Invoice # 4393 - Service of Process on Sumona Islam on 5/12/12
6/14/13	125.00	Legal Wings - Invoice # 3221170.394509 - Service of Process of Subpoena for Amended Notice of Deposition upon Tony Santo with NCRP and check for witness (multiple attempts)

EXHIBIT 1

6/21/13	111.00	Reno Carson Messenger Service - Invoice # 31959 - Service of Process on Tom Flaherty on 6/21/13 - Trial Subpoena
6/28/13	210.00	Legal Wings - Invoice # 3221170.398611 - Attempted Service of Process of Subpoena for Trial on Tony Santo (includes surveillance time) on 6/24/13
6/28/13	400.27	Legal Wings - Invoice # 3221170.400434 - Service of Process of Trial Subpoena plus witness check on Jeremy Aguero on 6/24/13
TOTAL	1,062.77	
COURT REPORTER		
5/30/12	127.50	Molezzo Court Reporters - Civil Reporting Fee for Court Transcript of Application for TRO in Dept. No. 6 on 5/7/12
6/28/13	22.00	Stephanie Koetting CCR - Invoice # 537 - Transcript of Pretrial Conference held 6/10/13 in CV12-01171
7/23/13	808.75	Stephanie Koetting CCR - Invoice # 544 - One-Half reporting fee for 10 days of trial (CV12-01171) and Partial Transcript of Proceedings Trial - Decision of the Court (CV12-01171)
TOTAL	958.25	
PHOTOCOPIES		
2/12/12	0.50	Photocopy Charge. 5 copies @ \$0.10 per copy.
2/12/12	0.50	Color - Photocopy Charge. 1 color copy @ \$0.50 per copy.
4/17/12	7.00	Photocopy Charge. 70 copies @ \$0.10 per copy.
4/17/12	6.10	Pacer - LN0173 - Documents obtained from Federal Court during April 2012
4/19/12	1.30	Photocopy Charge. 13 copies @ \$0.10 per copy.
4/23/12	0.30	Photocopy Charge. 3 copies @ \$0.10 per copy.
4/26/12	4.80	Photocopy Charge. 48 copies @ \$0.10 per copy.
4/30/12	0.10	Photocopy Charge. 1 copy @ \$0.10 per copy.
4/30/12	4.70	Photocopy Charge. 47 copies @ \$0.10 per copy.
4/30/12	3.50	Color - Photocopy Charge. 7 color copies @ \$0.50 per copy.
5/2/12	3.20	Photocopy Charge. 32 copies @ \$0.10 per copy.
5/4/12	20.50	Photocopy Charge. 205 copies @ \$0.10 per copy.
5/7/12	0.80	Photocopy Charge. 8 copies @ \$0.10 per copy.
5/7/12	4.50	Photocopy Charge. 45 copies @ \$0.10 per copy.
5/8/12	0.90	Photocopy Charge. 9 copies @ \$0.10 per copy.
5/10/12	1.90	Photocopy Charge. 19 copies @ \$0.10 per copy.
5/11/12	1.50	Photocopy Charge. 15 copies @ \$0.10 per copy.
5/14/12	0.10	Photocopy Charge. 1 copy @ \$0.10 per copy.
5/17/12	0.20	Photocopy Charge. 2 copies @ \$0.10 per copy.
5/17/12	0.40	Photocopy Charge. 4 copies @ \$0.10 per copy.
5/18/12	14.00	Photocopy Charge. 140 copies @ \$0.10 per copy.
5/30/12	30.00	Photocopy Charge. 300 copies @ \$0.10 per copy.
6/15/12	5.00	Photocopy Charge. 50 copies @ \$0.10 per copy.
7/6/12	16.30	Photocopy Charge. 163 copies @ \$0.10 per copy.
7/11/12	2.20	Photocopy Charge. 22 copies @ \$0.10 per copy.
7/13/12	29.40	Photocopy Charge. 294 copies @ \$0.10 per copy.
7/16/12	3.50	Photocopy Charge. 35 copies @ \$0.10 per copy.
7/16/12	41.50	Color - Photocopy Charge. 83 color copies @ \$0.50 per copy.

EXHIBIT 1

7/17/12	2.00	Photocopy Charge. 20 copies @ \$0.10 per copy.
7/20/12	45.90	Photocopy Charge. 459 copies @ \$0.10 per copy.
7/23/12	1.40	Photocopy Charge. 14 copies @ \$0.10 per copy.
7/23/12	0.90	Photocopy Charge. 9 copies @ \$0.10 per copy.
7/24/12	1.40	Photocopy Charge. 14 copies @ \$0.10 per copy.
7/24/12	0.60	Photocopy Charge. 6 copies @ \$0.10 per copy.
7/25/12	0.60	Photocopy Charge. 6 copies @ \$0.10 per copy.
8/2/12	15.20	Photocopy Charge. 152 copies @ \$0.10 per copy.
8/3/12	3.20	Photocopy Charge. 32 copies @ \$0.10 per copy.
8/10/12	6.70	Photocopy Charge. 67 copies @ \$0.10 per copy.
8/10/12	23.90	Photocopy Charge. 239 copies @ \$0.10 per copy.
8/10/12	0.60	Photocopy Charge. 6 copies @ \$0.10 per copy.
8/15/12	6.50	Photocopy Charge. 65 copies @ \$0.10 per copy.
8/16/12	0.50	Photocopy Charge. 5 copies @ \$0.10 per copy.
8/17/12	1.80	Photocopy Charge. 18 copies @ \$0.10 per copy.
8/20/12	11.90	Photocopy Charge. 119 copies @ \$0.10 per copy.
8/22/12	2.90	Photocopy Charge. 29 copies @ \$0.10 per copy.
8/22/12	71.00	Photocopy Charge. 710 copies @ \$0.10 per copy.
8/27/12	5.00	Photocopy Charge. 50 copies @ \$0.10 per copy.
8/28/12	5.40	Photocopy Charge. 54 copies @ \$0.10 per copy.
8/28/12	2.20	Photocopy Charge. 22 copies @ \$0.10 per copy.
8/29/12	2.20	Photocopy Charge. 22 copies @ \$0.10 per copy.
8/29/12	0.90	Photocopy Charge. 9 copies @ \$0.10 per copy.
8/31/12	4.00	Photocopy Charge. 40 copies @ \$0.10 per copy.
9/10/12	4.20	Photocopy Charge. 42 copies @ \$0.10 per copy.
9/14/12	8.20	Photocopy Charge. 82 copies @ \$0.10 per copy.
9/19/12	1.50	Photocopy Charge. 15 copies @ \$0.10 per copy.
9/25/12	0.90	Photocopy Charge. 9 copies @ \$0.10 per copy.
9/25/12	11.50	Color - Photocopy Charge. 23 color copies @ \$0.50 per copy.
10/4/12	14.70	Photocopy Charge. 147 copies @ \$0.10 per copy.
10/10/12	0.80	Photocopy Charge. 8 copies @ \$0.10 per copy.
10/12/12	2.30	Photocopy Charge. 23 copies @ \$0.10 per copy.
10/12/12	24.80	Photocopy Charge. 248 copies @ \$0.10 per copy.
10/12/12	204.00	Color - Photocopy Charge. 408 color copies @ \$0.50 per copy.
10/15/12	13.50	Photocopy Charge. 135 copies @ \$0.10 per copy.
10/16/12	1.30	Photocopy Charge. 13 copies @ \$0.10 per copy.
10/18/12	104.80	Photocopy Charge. 1,048 copies @ \$0.10 per copy.
10/18/12	3.00	Color - Photocopy Charge. 6 color copies @ \$0.50 per copy.
10/22/12	9.40	Photocopy Charge. 94 copies @ \$0.10 per copy.
10/23/12	34.50	Photocopy Charge. 345 copies @ \$0.10 per copy.
11/6/12	4.50	Photocopy Charge. 45 copies @ \$0.10 per copy.
11/9/12	55.80	Photocopy Charge. 558 copies @ \$0.10 per copy.
11/15/12	57.90	Photocopy Charge. 579 copies @ \$0.10 per copy.
11/15/12	29.80	Photocopy Charge. 298 copies @ \$0.10 per copy.
11/29/12	0.40	Photocopy Charge. 4 copies @ \$0.10 per copy.
11/30/12	3.40	Photocopy Charge. 34 copies @ \$0.10 per copy.

EXHIBIT 1

11/30/12	9.00	Color - Photocopy Charge. 18 color copies @ \$0.50 per copy.
12/3/12	3.60	Photocopy Charge. 36 copies @ \$0.10 per copy.
12/4/12	2.40	Photocopy Charge. 24 copies @ \$0.10 per copy.
12/5/12	17.40	Photocopy Charge. 174 copies @ \$0.10 per copy.
12/5/12	1.50	Color - Photocopy Charge. 3 color copies @ \$0.50 per copy.
12/6/12	2.50	Photocopy Charge. 25 copies @ \$0.10 per copy.
12/7/12	6.00	Photocopy Charge. 60 copies @ \$0.10 per copy.
12/11/12	12.60	Photocopy Charge. 126 copies @ \$0.10 per copy.
12/19/12	8.20	Photocopy Charge. 82 copies @ \$0.10 per copy.
12/19/12	3.50	Color - Photocopy Charge. 7 color copies @ \$0.50 per copy.
12/20/12	18.10	Photocopy Charge. 181 copies @ \$0.10 per copy.
12/21/12	3.60	Photocopy Charge. 36 copies @ \$0.10 per copy.
1/2/13	11.10	Photocopy Charge. 111 copies @ \$0.10 per copy.
1/3/13	1.70	Photocopy Charge. 17 copies @ \$0.10 per copy.
1/7/13	2.10	Photocopy Charge. 21 copies @ \$0.10 per copy.
1/8/13	18.30	Photocopy Charge. 183 copies @ \$0.10 per copy.
1/9/13	2.50	Photocopy Charge. 25 copies @ \$0.10 per copy.
1/10/13	1.60	Photocopy Charge. 16 copies @ \$0.10 per copy.
1/15/13	7.80	Photocopy Charge. 78 copies @ \$0.10 per copy.
1/22/13	167.10	Photocopy Charge. 1,671 copies @ \$0.10 per copy.
1/22/13	7.00	Color - Photocopy Charge. 14 color copies @ \$0.50 per copy.
1/23/13	46.50	Photocopy Charge. 465 copies @ \$0.10 per copy.
1/23/13	3.50	Color - Photocopy Charge. 7 color copies @ \$0.50 per copy.
1/24/13	10.60	Photocopy Charge. 106 copies @ \$0.10 per copy.
1/24/13	52.00	Color - Photocopy Charge. 104 color copies @ \$0.50 per copy.
1/25/13	13.50	Photocopy Charge. 135 copies @ \$0.10 per copy.
2/4/13	7.50	Photocopy Charge. 75 copies @ \$0.10 per copy.
2/5/13	53.70	Photocopy Charge. 537 copies @ \$0.10 per copy.
2/6/13	36.00	Photocopy Charge. 360 copies @ \$0.10 per copy.
2/7/13	43.00	Photocopy Charge. 430 copies @ \$0.10 per copy.
2/12/13	1.50	Photocopy Charge. 15 copies @ \$0.10 per copy.
2/13/13	1.40	Photocopy Charge. 14 copies @ \$0.10 per copy.
2/15/13	8.70	Photocopy Charge. 87 copies @ \$0.10 per copy.
2/19/13	0.50	Photocopy Charge. 5 copies @ \$0.10 per copy.
2/19/13	0.10	Photocopy Charge. 1 copy @ \$0.10 per copy.
2/19/13	0.50	Color - Photocopy Charge. 1 color copy @ \$0.50 per copy.
2/19/13	39.50	Color - Photocopy Charge. 79 color copies @ \$0.50 per copy.
2/21/13	0.70	Photocopy Charge. 7 copies @ \$0.10 per copy.
2/21/13	0.70	Photocopy Charge. 7 copies @ \$0.10 per copy.
2/22/13	10.20	Photocopy Charge. 102 copies @ \$0.10 per copy.
3/4/13	2.00	Photocopy Charge. 20 copies @ \$0.10 per copy.
3/12/13	72.30	Photocopy Charge. 723 copies @ \$0.10 per copy.
3/12/13	3.50	Photocopy Charge. 35 copies @ \$0.10 per copy.
3/12/13	8.00	Color - Photocopy Charge. 16 color copies @ \$0.50 per copy.
3/14/13	3.50	Photocopy Charge. 35 copies @ \$0.10 per copy.
3/15/13	18.70	Photocopy Charge. 187 copies @ \$0.10 per copy.

EXHIBIT 1

3/19/13	0.80	Photocopy Charge. 8 copies @ \$0.10 per copy.
3/20/13	2.20	Photocopy Charge. 22 copies @ \$0.10 per copy.
3/22/13	17.00	Photocopy Charge. 170 copies @ \$0.10 per copy.
3/22/13	35.60	Photocopy Charge. 356 copies @ \$0.10 per copy.
3/26/13	0.80	Photocopy Charge. 8 copies @ \$0.10 per copy.
3/29/13	25.40	Photocopy Charge. 254 copies @ \$0.10 per copy.
3/29/13	0.80	Photocopy Charge. 8 copies @ \$0.10 per copy.
4/3/13	1.90	Photocopy Charge. 19 copies @ \$0.10 per copy.
4/5/13	25.30	Photocopy Charge. 253 copies @ \$0.10 per copy.
4/11/13	8.50	Photocopy Charge. 85 copies @ \$0.10 per copy.
4/15/13	37.80	Photocopy Charge. 378 copies @ \$0.10 per copy.
4/16/13	63.50	Photocopy Charge. 635 copies @ \$0.10 per copy.
4/17/13	83.30	Photocopy Charge. 833 copies @ \$0.10 per copy.
4/18/13	8.30	Photocopy Charge. 83 copies @ \$0.10 per copy.
4/19/13	31.40	Photocopy Charge. 314 copies @ \$0.10 per copy.
4/22/13	24.40	Photocopy Charge. 244 copies @ \$0.10 per copy.
4/26/13	80.10	Photocopy Charge. 801 copies @ \$0.10 per copy.
4/26/13	12.60	Photocopy Charge. 126 copies @ \$0.10 per copy.
4/29/13	21.50	Photocopy Charge. 215 copies @ \$0.10 per copy.
4/30/13	1.60	Photocopy Charge. 16 copies @ \$0.10 per copy.
5/3/13	15.80	Photocopy Charge. 158 copies @ \$0.10 per copy.
5/6/13	25.10	Photocopy Charge. 251 copies @ \$0.10 per copy.
5/7/13	17.20	Photocopy Charge. 172 copies @ \$0.10 per copy.
5/8/13	6.00	Photocopy Charge. 60 copies @ \$0.10 per copy.
5/9/13	5.90	Photocopy Charge. 59 copies @ \$0.10 per copy.
5/10/13	5.40	Photocopy Charge. 54 copies @ \$0.10 per copy.
5/17/13	25.60	Photocopy Charge. 256 copies @ \$0.10 per copy.
5/20/13	3.50	Photocopy Charge. 35 copies @ \$0.10 per copy.
5/21/13	12.70	Photocopy Charge. 127 copies @ \$0.10 per copy.
5/22/13	3.90	Photocopy Charge. 39 copies @ \$0.10 per copy.
5/22/13	0.40	Photocopy Charge. 4 copies @ \$0.10 per copy.
5/24/13	54.90	Photocopy Charge. 549 copies @ \$0.10 per copy.
5/28/13	21.20	Photocopy Charge. 212 copies @ \$0.10 per copy.
5/29/13	24.30	Photocopy Charge. 243 copies @ \$0.10 per copy.
5/31/13	22.60	Photocopy Charge. 226 copies @ \$0.10 per copy.
6/4/13	4.70	Photocopy Charge. 47 copies @ \$0.10 per copy.
6/5/13	0.70	Photocopy Charge. 7 copies @ \$0.10 per copy.
6/7/13	5.60	Photocopy Charge. 56 copies @ \$0.10 per copy.
6/7/13	17.00	Photocopy Charge. 170 copies @ \$0.10 per copy.
6/10/13	8.30	Photocopy Charge. 83 copies @ \$0.10 per copy.
6/12/13	0.50	Photocopy Charge. 5 copies @ \$0.10 per copy.
6/13/13	9.90	Photocopy Charge. 99 copies @ \$0.10 per copy.
6/14/13	7.20	Photocopy Charge. 72 copies @ \$0.10 per copy.
6/17/13	24.50	Photocopy Charge. 245 copies @ \$0.10 per copy.
6/20/13	8.40	Photocopy Charge. 84 copies @ \$0.10 per copy.
6/21/13	4.80	Photocopy Charge. 48 copies @ \$0.10 per copy.

EXHIBIT 1

6/21/13	3.00	Photocopy Charge. 30 copies @ \$0.10 per copy.
6/21/13	30.00	Color - Photocopy Charge. 60 color copies @ \$0.50 per copy.
6/24/13	276.20	Photocopy Charge. 2,762 copies @ \$0.10 per copy.
6/24/13	3.30	Photocopy Charge. 33 copies @ \$0.10 per copy.
6/24/13	2.50	Color - Photocopy Charge. 5 color copies @ \$0.50 per copy.
6/24/13	2.00	Color - Photocopy Charge. 4 color copies @ \$0.50 per copy.
6/25/13	53.00	Photocopy Charge. 530 copies @ \$0.10 per copy.
6/25/13	26.30	Photocopy Charge. 263 copies @ \$0.10 per copy.
6/25/13	68.80	Photocopy Charge. 688 copies @ \$0.10 per copy.
6/25/13	1.00	Color - Photocopy Charge. 2 color copies @ \$0.50 per copy.
6/25/13	2.50	Color - Photocopy Charge. 5 color copies @ \$0.50 per copy.
6/26/13	23.40	Photocopy Charge. 234 copies @ \$0.10 per copy.
6/26/13	48.10	Photocopy Charge. 481 copies @ \$0.10 per copy.
6/27/13	36.70	Photocopy Charge. 367 copies @ \$0.10 per copy.
6/27/13	5.30	Photocopy Charge. 53 copies @ \$0.10 per copy.
6/27/13	1.00	Color - Photocopy Charge. 2 color copies @ \$0.50 per copy.
6/28/13	16.00	Photocopy Charge. 160 copies @ \$0.10 per copy.
6/28/13	14.50	Photocopy Charge. 145 copies @ \$0.10 per copy.
6/28/13	229.90	Photocopy Charge. 2,299 copies @ \$0.10 per copy.
6/28/13	5.00	Color - Photocopy Charge. 10 color copies @ \$0.50 per copy.
7/1/13	0.90	Photocopy Charge. 9 copies @ \$0.10 per copy.
7/3/13	3.20	Photocopy Charge. 32 copies @ \$0.10 per copy.
7/3/13	6.50	Color - Photocopy Charge. 13 color copies @ \$0.50 per copy.
7/8/13	50.30	Photocopy Charge. 503 copies @ \$0.10 per copy.
7/12/13	11.50	Color - Photocopy Charge. 23 color copies @ \$0.50 per copy.
7/15/13	0.60	Photocopy Charge. 6 copies @ \$0.10 per copy.
7/16/13	10.80	Photocopy Charge. 108 copies @ \$0.10 per copy.
7/16/13	9.90	Photocopy Charge. 99 copies @ \$0.10 per copy.
TOTAL	3,519.40	
LONG DISTANCE TELEPHONE		
4/30/12	0.12	Long Distance Telephone Charge: 4/30/12
5/3/12	0.26	Long Distance Telephone Charge: 4/26, 4/30 & 5/3/12
6/5/12	0.25	Long Distance Telephone Charge
6/15/12	0.36	Long Distance Telephone Charge: 6/5 & 6/15/12
6/29/12	0.15	Long Distance Telephone Charge
7/27/12	3.38	InterCall Meeting Solutions/West Corporation - Trial Setting held telephonically with the Court and counsel (51 minutes) - Invoice # 3080014124 (A. Bader)
8/10/12	0.06	Long Distance Telephone Charge
8/10/12	0.09	Long Distance Telephone Charge
8/24/12	0.16	Long Distance Telephone Charge
9/20/12	0.11	Long Distance Telephone Charge
9/27/12	0.17	Long Distance Telephone Charge
10/2/12	0.17	Long Distance Telephone Charge: 10/1 & 10/2/12
10/4/12	0.17	Long Distance Telephone Charge: 9/28 & 10/4/12
11/16/12	0.21	Long Distance Telephone Charge: 2 calls

EXHIBIT 1

12/3/12	21.03	InterCall Meeting Solutions/West Corporation - Meeting/conference held telephonically on 12/3/12 with Atlantis team regarding damages (323 minutes) - Invoice # 3080016993 (R. Dotson)
12/4/12	16.12	InterCall Meeting Solutions/West Corporation - Meeting/conference held telephonically on 12/4/12 with Atlantis team regarding damages (251 minutes) - Invoice # 3080016993 (R. Dotson)
12/4/12	15.14	InterCall Meeting Solutions/West Corporation - Meeting/conference held telephonically after hours on 12/4/12 with Atlantis team regarding damages (232 minutes) - Invoice # 3080016993 (R. Dotson)
12/5/12	24.25	InterCall Meeting Solutions/West Corporation - Meeting/conference held telephonically on 12/5/12 with Atlantis team and Brandon McNeely regarding damages and discovery responses (380 minutes) - Invoice # 3080016993 (R. Dotson)
1/14/13	0.18	Long Distance Telephone Charge
1/18/13	0.39	Long Distance Telephone Charge: 12/27, 1/11 & 1/18/13
1/22/13	0.19	Long Distance Telephone Charge: 12/27 & 1/22/13
1/23/13	1.19	Long Distance Telephone Charge: 1/9, 1/14 & 1/23/13
2/5/13	0.06	Long Distance Telephone Charge
2/20/13	0.21	Long Distance Telephone Charge
3/21/13	3.01	Long Distance Telephone Charge
4/17/13	0.07	Long Distance Telephone Charge:
4/18/13	0.08	Long Distance Telephone Charge: 4/16 & 4/18
4/18/13	0.48	Long Distance Telephone Charge: 3/28, 4/12, 4/15, 4/17, & 4/18
4/22/13	0.40	Long Distance Telephone Charge: 4/16, 4/17, 4/18, & 4/22
4/29/13	3.64	InterCall Meeting Solutions/West Corporation - Meeting/conference held telephonically on 4/29/13 with the Court and counsel regarding Court's Order granting Islam's Motion To Dissolve Preliminary Injunction (55 minutes) - Invoice # 3080019689 (R. Dotson)
5/3/13	0.28	Long Distance Telephone Charge: 4/25 & 5/3/13
5/9/13	0.07	Long Distance Telephone Charge
5/17/13	0.13	Long Distance Telephone Charge
6/12/13	0.15	Long Distance Telephone Charge:
6/12/13	0.07	Long Distance Telephone Charge:
6/20/13	0.66	Long Distance Telephone Charge: 6/3, 6/6, 6/11, 6/17, & 6/20
6/21/13	0.99	Long Distance Telephone Charge: 6/3, 6/11, 6/13, 6/17, & 6/21
6/21/13	0.17	Long Distance Telephone Charge:
TOTAL	94.62	

EXHIBIT 1

POSTAGE		
5/8/12	0.90	Postage 2 @ \$0.45
5/10/12	1.30	Postage 2 @ \$0.65
5/14/12	0.45	Postage
5/17/12	2.20	Postage 2 @ \$1.10
5/18/12	3.00	Postage 2 @ \$1.50
6/6/12	0.90	Postage 2 @ \$0.45
6/7/12	0.45	Postage
6/12/12	3.40	Postage 2 @ \$1.70
6/13/12	0.90	Postage 2 @ \$0.45
6/19/12	0.65	Postage
6/22/12	0.90	Postage 2 @ \$0.45
6/29/12	0.65	Postage
6/29/12	0.45	Postage
7/5/12	1.30	Postage 2 @ \$0.65
7/6/12	1.30	Postage 2 @ \$0.65
7/11/12	1.30	Postage 2 @ \$0.65
7/16/12	2.60	Postage 2 @ \$1.30
7/17/12	1.30	Postage 2 @ \$0.65
7/20/12	0.90	Postage 2 @ \$0.45
7/25/12	0.90	Postage 2 @ \$0.45
8/17/12	1.30	Postage 2 @ \$0.65
8/22/12	5.90	Postage
8/22/12	8.18	Postage
8/24/12	1.30	Postage 2 @ \$0.65
8/27/12	2.60	Postage 2 @ \$1.30
8/28/12	2.10	Postage 2 @ \$1.05
10/3/12	3.40	Postage 2 @ \$1.70
10/4/12	1.30	Postage 2 @ \$0.65
10/15/12	4.60	Postage 2 @ \$2.30
10/18/12	2.60	Postage 2 @ \$1.30
10/19/12	1.30	Postage
11/6/12	1.30	Postage 2 @ \$0.65
11/9/12	5.04	Postage
11/13/12	0.90	Postage 2 @ \$0.45
12/3/12	5.04	Postage
12/5/12	5.40	Postage 2 @ \$2.70
12/11/12	3.40	Postage 2 @ \$1.70
12/19/12	3.00	Postage 2 @ \$1.50
12/20/12	3.80	Postage 2 @ \$1.90
1/3/13	1.30	Postage 2 @ \$0.65
1/8/13	6.20	Postage 2 @ \$3.10
1/9/13	1.30	Postage 2 @ \$0.65
1/10/13	1.30	Postage 2 @ \$0.65
1/14/13	0.90	Postage 2 @ \$0.45

EXHIBIT 1

1/16/13	0.90	Postage 2 @ \$0.45
1/17/13	2.60	Postage 2 @ \$1.30
1/24/13	3.80	Postage 2 @ \$1.90
2/6/13	6.64	Postage 2 @ \$3.32
2/7/13	5.49	Postage
2/13/13	1.32	Postage 2 @ \$0.66
2/22/13	4.64	Postage 2 @ \$2.32
3/4/13	1.98	Postage 3 @ \$0.66
3/8/13	2.12	Postage
3/8/13	2.32	Postage
3/12/13	5.05	Postage
3/12/13	5.35	Postage
3/19/13	0.92	Postage 2 @ \$0.46
3/19/13	5.80	USPS - Postage to mail large envelope at post office
3/22/13	5.49	Postage
3/22/13	7.36	Postage
3/26/13	0.92	Postage 2 @ \$0.46
3/29/13	4.24	Postage 2 @ \$2.12
5/3/13	1.32	Postage - 2 @ \$0.66
5/6/13	0.92	Postage - 2 @ \$0.46
5/7/13	3.84	Postage - 2 @ \$1.92
5/16/13	1.32	Postage - 2 @ \$0.66
5/20/13	0.92	Postage - 2 @ \$0.46
5/22/13	10.64	Postage - 2 @ \$5.32
5/23/13	5.84	Postage (1)
5/23/13	5.32	Postage (1)
5/24/13	3.44	Postage - 2 @ \$1.72
5/28/13	1.32	Postage (1)
5/28/13	4.64	Postage - 2 @ \$2.32
6/3/13	3.04	Postage 2 @ \$1.52
6/5/13	5.32	Postage
6/7/13	5.32	Postage
6/7/13	5.84	Postage
6/10/13	3.44	Postage 2 @ \$1.72
6/14/13	4.24	Postage 2 @ \$2.12
6/17/13	6.24	Postage 2 @ \$3.12
6/20/13	3.04	Postage 2 @ \$1.52
6/21/13	1.92	Postage
6/21/13	1.72	Postage
6/26/13	5.84	Postage
6/26/13	5.32	Postage
6/28/13	2.12	Postage 2 @ \$1.06
7/1/13	1.32	Postage 2 @ \$0.66
TOTAL	260.39	

EXHIBIT 1

OTHER REASONABLE AND NECESSARY EXPENSE		
6/14/12	13.58	Lexis Nexis Online Research on 6/14/12 - Invoice # 1206090427 dated 6/30/12
7/22/12	2.74	Lexis Nexis Online Research on 7/22/12 - Invoice # 1207090347 dated 7/31/12
8/8/12	27.94	Lexis Nexis Online Research on 8/8/12 - Invoice # 1208090182 dated 8/31/12
10/10/12	44.90	Lexis Nexis Online Research on 10/9 & 10/10/12 - Invoice # 1210089997 dated 10/31/12
1/29/13	79.24	Lexis Nexis Online Research on 1/4, 1/8, 1/16, 1/24 & 1/29/13 - Invoice # 1301089734 dated 1/31/13
2/19/13	140.34	Lexis Nexis Online Research on 2/13, 2/14, 2/15 & 2/19/13 - Invoice # 1302089562 dated 2/28/13
3/21/13	22.71	Lexis Nexis Online Research on 3/14, 3/18 & 3/21/13 - Invoice # 1303088597 dated 3/31/13
4/25/13	23.55	Lexis Nexis Online Research on 4/17 & 4/25/13 - Invoice # 1304088499 dated 4/30/13
5/10/13	31.65	Lexis Nexis Online Research on 5/4, 5/5 & 5/10/13 - Invoice # 1305088342 dated 5/31/13
6/25/13	16.90	Lexis Nexis Online Research on 6/7, 6/14, and 6/25
	403.55	SUBTOTAL ONLINE RESEARCH
7/6/12	15.00	Delivery services/messengers
8/24/12	15.00	Delivery services/messengers
8/27/12	15.00	Delivery services/messengers
10/19/12	15.00	Delivery services/messengers
11/15/12	15.00	Delivery services/messengers
12/7/12	15.00	Delivery services/messengers
12/21/12	15.00	Delivery services/messengers
1/14/13	15.00	Delivery services/messengers
1/18/13	15.00	Delivery services/messengers
1/29/13	15.00	Delivery services/messengers
2/1/13	15.00	Delivery services/messengers
3/15/13	15.00	Delivery services/messengers
3/15/13	15.00	Delivery services/messengers
4/29/13	15.00	Delivery services/messengers
5/7/13	15.00	Delivery services/messengers
6/26/13	15.00	Delivery services/messengers
7/2/13	15.00	Delivery services/messengers
7/19/13	15.00	Delivery services/messengers
	270.00	SUBTOTAL DELIVERY SERVICES / MESSENGERS
1/18/13	19.78	Rick's Deli Cafe - Lunch during deposition (A. Bader)
4/26/13	29.57	Rick's Deli - Lunch during preparation for deposition (R. Dotson)
6/26/13	27.74	Subway - Lunch for 3 during trial preparation
7/1/13	88.56	Campo - Lunch during trial (D. Robinson)
7/2/13	43.30	Silver Peak - Lunch during trial (R. Dotson)
7/8/13	29.40	Silver Peak - Lunch during trial (D. Robinson)
7/10/13	68.79	Campo - Lunch during trial (D. Robinson)
7/12/13	35.01	Old Granite Street Eatery - Lunch during trial (D. Robinson)

EXHIBIT 1

	342.15	SUBTOTAL MEALS
5/9/13	10.00	Curb System Reno - Parking during Settlement Conference (R. Dotson)
7/2/13 to 7/10/13	44.00	Curb System Reno - Parking during Trial (R. Dotson)
	54.00	SUBTOTAL PARKING
TOTAL	1,069.70	
GRAND TOTAL	17,130.61	



Home eFile Cases My Profile Log Out user: Robert Dotson

Filing Charges

Filing Charges

Report Month April

April 2012 Charges for Robert Dotson

Case Title	My Case #	Court Case #	Description	Date	Account Authorization Code	Fee
GOLDEN ROAD MOTOR VS. SIMONA ISLAM ETAL (D	325.087	CV12-01171	Other Civil Filing: Other Civil Matters - GC	04-27-2012:03:45	X5302 12042739647790	\$1,520.00
Total Charges:						\$1,520.00

325.087

ENTERED APR 30 2012

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Rob's
Credit
Card
for
Filing
Complaint
in
Business
Court







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Filing Charges

Filing Charges

Report Month August

August 2012 Charges for Angela Bader

Case Title GOLDEN ROAD MOTOR VS. SIMONA ISLAM ETAL (87)

My Case # Court Case # CV12-01171

Description Other Civil Filings Other Civil Matters - GC

Account Authorization Code 1208235952884

Fee \$200.00

Total Charges: \$200.00

325,087

Filing of Motion For Partial Summary Judgment

ENTERED SEP 28 2012

325,087

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Invoice No.	Invoice Date	Job No.
901477	7/31/2012	163384
Job Date	Case No.	
7/24/2012		
Case Name		
Golden Road Motor Inn, Inc. vs. Islam, et al.		
Payment Terms		
Due upon receipt		

ENTERED AUG 13 2012

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

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF: Tom Flaherty	416.00
ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF: Sterling Lundgren	267.75
TOTAL DUE >>>	\$683.75
AFTER 8/30/2012 PAY	\$752.13

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

Job No. : 163384 BU ID : RN-CR
Case No. :
Case Name : Golden Road Motor Inn, Inc. vs. Islam, et al.

Invoice No. : 901477 Invoice Date : 7/31/2012
Total Due : \$ 683.75
AFTER 8/30/2012 PAY \$752.13

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3770 Howard Hughes Parkway
Suite 300
Las Vegas, NV 89169

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

JAS 1087

INVOICE

SUNSHINE
Litigation
SERVICES
 Discovery • Depositions • Decisions
 151 Country Estates Circle
 Reno, NV 89511
 Phone: 800-330-1112
 Fax: 702-631-7351
 www.litigationsservices.com

Invoice No.	Invoice Date	Job No.
901542	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		

ENTERED AUG 13 2012

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

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:

Sumona Islam

1,694.05

TOTAL DUE >>> \$1,694.05
AFTER 8/31/2012 PAY \$1,863.46

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.

PAID
 AUG 13 2012
 BY: bg wt #48413

Tax ID: 20-3835523

Phone: 775-322-1170 Fax: 775-322-1865

Please detach bottom portion and return with payment.

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

Job No. : 163382 BU ID : RN-CR
 Case No. :
 Case Name : Golden Road Motor Inn, Inc. vs. Islam, et al.

Invoice No. : 901542 Invoice Date : 8/1/2012
Total Due : \$ 1,694.05
 AFTER 8/31/2012 PAY \$1,863.46

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: _____

325,087

INVOICE



SUNSHINE
igation
SERVICES

151 Country Estates Circle
Reno, NV 89511
Phone: 800.330.1112
Fax: 702.431.7351
www.litigation-services.com

Discovery + Depositions + Decisions

Invoice No.	Invoice Date	Job No.
902331	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		

Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, NV 89521

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:
Custodian of Records, Sterling Lundgren
ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:
Shelly Hadley

ENTERED SEP 04 2012

385.05

433.50

TOTAL DUE >>> **\$818.55**
AFTER 9/21/2012 PAY **\$900.41**

Thank you for your business!

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

PAID
SEP 07 2012
BY: bja ce # 48603

Tax ID: 20-3835523

Phone: 775-322-1170 Fax: 775-322-1865

Please detach bottom portion and return with payment.

Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, NV 89521

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

Invoice No. : 902331 Invoice Date : 8/22/2012
Total Due : \$ 818.55
AFTER 9/21/2012 PAY \$900.41

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: _____

325 087

INVOICE



Bonanza Reporting
Certified Court Reporters
(775)786-7655 Fax: (775)786-0533

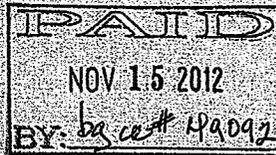
Robert A. Dotson
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521

Invoice No.	Invoice Date	Job No.
73602	11/8/2012	24344
Job Date	Case No.	
10/19/2012	CV12 01171	
Case Name		
Golden Road Motor v. Islan		
Payment Terms		
Due upon receipt		

1 CERTIFIED COPY OF TRANSCRIPT OF:

Francis X. DeCarlo, Jr.

- Exhibit
- Messenger
- Word Index
- Condensed Transcript
- E-Transcript
- DepoLaunch CD



231.00 Pages	427.35
23.00 Pages	8.05
	5.00
33.00	33.00
	0.00
	0.00
0.00	0.00
TOTAL DUE >>>	\$473.40
AFTER 12/8/2012 PAY	\$520.74

For your convenience we now accept major credit cards. Thank you very much.
We appreciate your business.

Tax ID: 88-0403984

Phone: 775-322-1170 Fax: 775-322-1865

Please detach bottom portion and return with payment.

Robert A. Dotson
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521

Job No. : 24344 BU ID : 1-MAIN
Case No. : CV12 01171
Case Name : Golden Road Motor v. Islan

Invoice No. : 73602 Invoice Date : 11/8/2012
Total Due : \$ 473.40
AFTER 12/8/2012 PAY \$520.74

Remit To: **Bonanza Reporting - Reno**
1111 Forest Street
Reno, NV 89509

PAYMENT WITH CREDIT CARD



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

325.087

325.087

Molezzo Reporters

Invoice

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

Date	Invoice #
1/25/2013	JM0122132

Robert A. Dotson, Esq. LAXALT & NOMURA, LTD. 9600 Gateway Drive Reno, Nevada 89521

ENTERED JAN 31 2013

Terms

Net 30

Description	Qty	Amount
Golden Road v Islam - January 22, 2013		
Depo of Debra Robinson		
One Copy	163	366.75
Exhibits & Tabs	66	23.10
Free Mini		
Free E-Tran		
Free PDF :)		

PAID FEB 06 2013 BY: <i>ba ce # 49696</i>
--

THANK YOU!

Federal Tax ID: 88-0504825

Total	\$389.85
-------	----------

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

3251087

Molezzo Reporters

Invoice

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

Date	Invoice #
1/29/2013	TA0118131

Robert A. Dotson, Esq. LAXALT & NOMURA, LTD. 9600 Gateway Drive Reno, Nevada 89521

ENTERED JAN 31 2013
2/4/13

Terms

Net 30

Description	Qty	Amount
Golden Road v Islam - January 18, 2013		
Depo of Christian Ambrose Original and One Copy	172	765.40
Depo of Bill Singh Original and One Copy	84	373.80
Reporting Fee - All Day Per Diem		190.00
Exhibits & Tabs - Copy Transcript	148	51.80
Exhibits & Tabs - Depo Binder	148	51.80
Free Mini Transcript w/ Index		
Free E-Tran		
Free PDF :)		

PAID FEB 06 2013 BY: <i>bc</i> # 49646
--

THANK YOU!

Federal Tax ID: 88-0504825

Total	\$1,432.80
--------------	-------------------

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 303001



Bonanza Reporting
 Certified Court Reporters
 (775)786-7655 Fax:(775)786-0533

Robert A. Dotson
 Laxalt & Nomura
 9600 Gateway Drive
 Reno, NV 89521

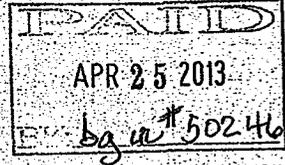
Invoice No.	Invoice Date	Job No.
74193	4/18/2013	24887
Job Date	Case No.	
4/2/2013	CV12-01171	
Case Name		
Golden Road v. Islam		
Payment Terms		
Due upon receipt		

1 CERTIFIED COPY OF TRANSCRIPT OF:

Robert Woods	94.00 Pages	173.90
Exhibit	19.00 Pages	6.65
Messenger		5.00
Word Index	13.00	13.00
Condensed Transcript		0.00
E-Transcript		0.00

TOTAL DUE >>> **\$198.55**
 AFTER 5/18/2013 PAY **\$218.41**

For your convenience we now accept major credit cards. Thank you very much.
 We appreciate your business.



Tax ID: 88-0403984

Phone: 775-322-1170 Fax: 775-322-1865

Please detach bottom portion and return with payment.

Robert A. Dotson
 Laxalt & Nomura
 9600 Gateway Drive
 Reno, NV 89521

Job No. : 24887 BU ID : 1-MAIN
 Case No. : CV12-01171
 Case Name : Golden Road v. Islam

Invoice No. : 74193 Invoice Date : 4/18/2013
Total Due : \$ 198.55
 AFTER 5/18/2013 PAY \$218.41

Remit To: **Bonanza Reporting - Reno**
 1111 Forest Street
 Reno, NV 89509

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

Molezzo Reporters

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

325 1087

Invoice

Date	Invoice #
5/3/2013	TA0419131

Robert A. Dotson, Esq.
 LAXALT & NOMURA, LTD.
 9600 Gateway Drive
 Reno, Nevada 89521

Terms
Net 30

Description	Qty	Amount
Golden Road v Islam - April 19, 2013		
Depo of Terry Vavra		
Original and One Copy	148	658.60
Depo of Deborah Kite		
Original and One Copy	47	209.15
Reporting Fee - All Day Per Diem		190.00
Exhibits & Tabs - Depo Binder	223	66.90
Exhibits & Tabs - Transcript Copy	223	66.90
Mini Transcripts w/ Indexes	2	30.00
Free PDFs		
Free E-Trans		
Free Index :)		

PAID
 MAY 09 2013
 BY: bgc # 50343

THANK YOU!

Federal Tax ID: 88-0504825

Total	\$1,221.55
--------------	-------------------

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

3251087

Molezzo Reporters

Invoice

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

Date	Invoice #
5/16/2013	R0514132

Robert A. Dotson, Esq.
LAXALT & NOMURA, LTD.
9600 Gateway Drive
Reno, Nevada 89521

Terms

Net 30

Description	Qty	Amount
Golden Road v Islam - May 14, 2013 Depo of Abraham Pearson One Copy	101	227.25
Depo of Brandon McNeely One Copy	125	281.25
Exhibits & Tabs	102	35.70
E-Transcripts	2	30.00
Free Minis w/ Indexes		

PAID
MAY 21 2013
BY: *bg cr* # 50431

THANK YOU!

Federal Tax ID: 88-0504825

Total	\$574.20
-------	----------

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

Molezzo Reporters

3051087

Invoice

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

Date	Invoice #
5/29/2013	TA0522131

Robert A. Dotson, Esq.
 LAXALT & NOMURA, LTD.
 9600 Gateway Drive
 Reno, Nevada 89521

Terms

Net 30

Description	Qty	Amount
Golden Road v Islam - May 22, 2013 Depo of Jeremy Aguero Original and One Copy Reporting Fee - All Day Per Diem E-Transcripts Free Mini w/ Index Free PDF	145	645.25 190.00 15.00

ENTERED MAY 31 2013

PAID
 JUN 05 2013
 BY: hg ck # 50519

THANK YOU!

Federal Tax ID: 88-0504825

Total \$850.25

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

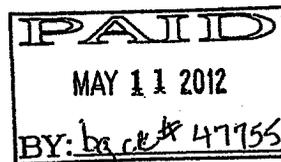
Phone #	Fax #	E-mail	Web Site
(775) 322-3334	(775) 322-8887	molezzoreporters@yahoo.com	www.molezzo.com

Becky Groh

325.087

From: Morgan Bogumil
Sent: Friday, May 11, 2012 11:05 AM
To: Becky Groh
Subject: Check Request
Importance: High

File # 325.087
File Name Atlantis v. Islam and Grand Sierra Resort
Name Sumona Islam
Address 5850 Starcrest Ave
Reno, NV 89523



(Phone # if you have it)
Tax ID
Amount \$28.40
Description (what it's for) Witness Fee for Subpoena to appear in Court
When you need it ASAP (Rob wants to serve her ASAP today)

Thank you!!

5/11/2012

Becky Groh

325.087

From: Morgan Bogumil
 Sent: Friday, June 21, 2013 3:13 PM
 To: Becky Groh
 Cc: Rob Dotson; Angie Bader
 Subject: Check Requests (4)
 Importance: High

File #: 325.087
 File Name: Atlantis v. Islam, et al.
 Name: Shelly Hadley
 Address: c/o Cohen-Johnson
 Phone #:
 Tax ID:
 Amount: \$26.71
 Description (what it's for): Witness Fee for Subpoena for Trial
 When you need it : ASAP

PAID
 JUN 21 2013
 BY: bg cc # 50643

File #:	325.087
File Name:	Atlantis v. Islam, et al.
Name:	Sterling Lundgren Lundgren
Address:	c/o Cohen-Johnson, LLC 255 E. Warm Springs Dr 102
Phone #:	
Tax ID:	
Amount:	\$26.71
Description (what it's for):	Witness Fee for Subpoena for Trial
When you need it :	ASAP

PAID
 JUN 21 2013
 BY: bg cc # 50647

LV NU 891

File #: 325.087
 File Name: Atlantis v. Islam, et al.
 Name: Christian Ambrose
 Address: c/o Cohen-Johnson
 Phone #:
 Tax ID:
 Amount: \$26.71
 Description (what it's for): Witness Fee for Subpoena for Trial
 When you need it : ASAP

PAID
 JUN 21 2013
 BY: bg cc # 50645

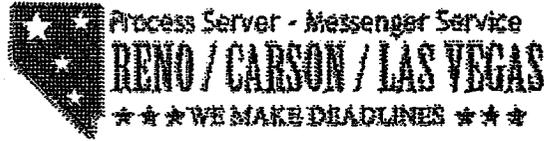
File #:	325.087
File Name:	Atlantis v. Islam, et al.
Name:	Tom Flaherty
Address:	7460 Adelaide Ct. Sparks 89436
Phone #:	
Tax ID:	
Amount:	\$33.55
Description (what it's for):	Witness Fee for Subpoena for Trial
When you need it :	ASAP

PAID
 JUN 21 2013
 BY: bg cc # 50646

you!!

Reno/Carson Messenger Service, Inc.
185 Martin Street
Reno, NV 89509
775.322.2424
Federal Tax ID: 88-0306306
NV STATE LIC#322

Invoice #: 3705
Date: 05/02/2012



325.087

INVOICE FOR SERVICE:

LAXALT & NOMURA
9600 GATEWAY DRIVE
RENO, NV 89521

Amount Due: \$74.00

ENTERED MAY 16 2012

Phone number: 775 322-1170
Fax number: 775 322-1865
Email Address:

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

GOLDEN ROAD MOTOR INN, INC., ET AL v. SUMONA ISLAM, ET AL

Service #4607: SUMONA ISLAM
Your File# 325.087 / MORGAN

CASE#: CV12-01171

Manner of Service: PERSONAL
Person Served: SUMONA ISLAM

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	Middle Eastern	Black	37	5ft4in-5ft8in	100-130 lbs

Other Features:

Service Date/Time: 05/01/2012 7:24 PM
Service address: 5850 STARCREST AVE. Reno NV 89523
served by: MICHAEL PATRICK TONE

RUSH	\$15.00
Standard Service	\$35.00
SPECIAL MILEAGE	\$24.00
TOTAL CHARGES:	\$74.00
BALANCE:	\$74.00

325.087

Invoice #: 4175
Date: 05/10/2012

Reno/Carson Messenger Service, Inc.
185 Martin Street
Reno, NV 89509
775.322.2424
Federal Tax ID: 88-0306306
NV STATE LIC#322



Process Server - Messenger Service
RENO / CARSON / LAS VEGAS
*** WE MAKE DEADLINES ***

ENTERED MAY 16 2012

INVOICE FOR SERVICE:

Amount Due: \$76.50

LAXALT & NOMURA
9600 GATEWAY DRIVE
RENO, NV 89521

Phone number: 775 322-1170
Fax number: 775 322-1865
Email Address:

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

GOLDEN ROAD MOTOR INN, INC., DBA ATLANTIS CASINO RESORT SPA v. SUMONA ISLAM, ET AL.

Service #5092: SUMONA ISLAM
Your File# 325.087/MORGAN

CASE#: CV12-01171

Manner of Service: PERSONAL
Person Served: SUMONA ISLAM

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	Middle Eastern	Black	37	5ft4in-5ft8in	100-130 lbs
Other Features:					

Service Date/Time: 05/07/2012 7:07 PM
Service address: 5850 STARCREST AVE. Reno NV 89523
served by: MICHAEL PATRICK TONE

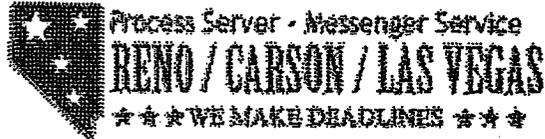
Service Notes

05/07/2012 15:03 5850 STARCREST AVE. Reno, NV 89523 NO ANSWER AT DOOR. LEFT CARD.

Copy/Print/Fax Service	\$10.50
Standard Service	\$35.00
RUSH	\$15.00
SPECIAL MILEAGE	\$16.00
TOTAL CHARGES:	\$76.50
BALANCE:	\$76.50

Invoice #: 4393
Date: 05/14/2012

Reno/Carson Messenger Service, Inc.
185 Martin Street
Reno, NV 89509
775.322.2424
Federal Tax ID: 88-0306306
NV STATE LIC#322



325.087

INVOICE FOR SERVICE:

Amount Due: \$66.00

LAXALT & NOMURA
9600 GATEWAY DRIVE
RENO, NV 89521

Phone number: 775 322-1170
Fax number: 775 322-1865
Email Address:

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

GOLDEN ROAD MOTOR INN, INC., DBA ATLANTIS CASINO RESORT SPA v. SUMONA ISLAM, ET AL.

Service #5466: SUMONA ISLAM
Your File# 325.087/MORGAN

CASE#: CV12-01171

Manner of Service: PERSONAL
Person Served: SUMONA ISLAM

ENTERED MAY 17 2012

Service Date/Time: 05/12/2012 5:47 PM
Service address: 5850 STARCREST AVE. Reno NV 89523
served by: MICHAEL PATRICK TONE

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	Middle Eastern	Black	37	5ft4in-5ft8in	100-130 lbs
Other Features:					

Service Notes

05/11/2012 20:57	5850 STARCREST AVE. Reno, NV 89523	ROOMMATE, ROCKY, STATED SUMONA WAS NOT HOME OR ANSWERING HER PHONE. STATED SHE SHOULD BE BACK ON SUNDAY OR MONDAY. LEFT BUSINESS CARD WITH MY NUMBER TO CALL.
05/11/2012 19:51	5850 STARCREST AVE. Reno, NV 89523	NO ANSWER AT DOOR, LEFT CARD.

Standard Service	\$35.00
RUSH	\$15.00
SPECIAL MILEAGE	\$16.00
TOTAL CHARGES:	\$66.00
BALANCE:	\$66.00

513 1081



3945097



Route #: MAIL

Attention: MORGAN
Law Offices Of: LAXALT & NOMURA, LTD
9600 GATEWAY DRIVE
Reno NV 89521

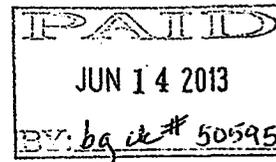
Tuesday June 11, 2013

INVOICE

3221170.394509

Work Order #: WS0012712
Attorney File #: 325.087
Case #: CV1201171
Court: DISTRICT COURT CLARK COUNTY NEVADA
Title: GOLDEN ROAD vs. ISLAM
Documents: SUBPOENA; NEVADA RULES OF CIVIL PROCEDURE; AMENDED NOTICE OF TAKING DEPOSITION; \$35.00 WITNESS FEE CHECK

Date	Description	Amount
06/11/13 09:00AM	Returned Not Served: TONY SANTO, AT Home 1243 JESSIE RD HENDERSON, NV 89002, Returned By: AFFIDAVIT OF ATTEMPTS	
06/11/13	ADDITIONAL ATTEMPTS	30.00
06/11/13	CHECK CHARGE	5.00
06/11/13	PROCESS RUSH ATTEMPT @ 1243 JESSIE RD., HENDERSON, NV 89002	90.00
TOTAL:		125.00



1118 FREMONT STREET, Las Vegas, NV 89101
Telephone: (702) 384-0305, FAX: (702) 384-8638, Tax ID: 880223382

Service of
Trial Subpoena

325.087

Reno/Carson Messenger Service, Inc.
185 Martin Street
Reno, NV 89509
775.322.2424
Federal Tax ID: 88-0306306
NV STATE LIC#322



Process Server - Messenger Service
RENO / CARSON / LAS VEGAS
*** WE MAKE DEADLINES ***

Invoice #: 31959
Date: 06/26/2013



INVOICE FOR SERVICE:

Amount Due: \$111.00

LAXALT & NOMURA
9600 GATEWAY DRIVE,
RENO, NV 89521

Phone number: 775 322-1170
Fax number: 775 322-1865
Email Address:

Requestor: MORGAN
Your File# CV12-01171

Service #32818: TOM FLAHERTY
Manner of Service: PERSONAL

ENTERED JUN 26 2013

Service Date/Time: 06/21/2013 6:07 PM
Service address: 7460 ADELAIDE CT. Sparks NV 89436
Served by: SANTINO DMARTINI

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Male	Caucasian	Black	61	Over 6ft	Over 200 lbs
Other Features:					

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, DBA ATLANTIS CASINO REOSRT SPA v. SUMONA ISLAM, ET AL
Service Documents: SUBPOENA; WITNESS FEE \$33.55
CASE#: CV12-01171

Service Comments:

Standard Service		\$35.00
RUSH		\$15.00
SPECIAL MILEAGE		\$16.00
CASH ADVANCE	WITNESS FEES	\$35.00
CHECK CHARGE		\$10.00
TOTAL CHARGES:		\$111.00
BALANCE:		\$111.00

CREDIT TERMS ARE NET 30. INVOICES NOT PAID WITHIN TERMS WILL BE ASSESSED A 1.5% PER MONTH FINANCE CHARGE

FILED
Electronically
08-05-2013:10:52:30 AM
Joey Orduna Hastings
Clerk of the Court
Transaction # 3900298

EXHIBIT 1
Part 2

EXHIBIT 1
Part 2



3986115



Route #: MAIL

Attention: MORGAN
Law Offices Of: LAXALT & NOMURA, LTD
9600 GATEWAY DRIVE
Reno NV 89521

325.087
Service of
Subpoena For
Trial

Monday June 24, 2013 **INVOICE** 3221170.398611

Work Order #: WS0012962
Attorney File #: 325.087
Case #: CV1201171
Title: GOLD ROAD vs. ISLAM
Documents: SUBPOENA; NEVADA RULES OF CIVIL PROCEDURE; \$291.76 WITNESS FEE CHECK

Date	Description	Amount
06/24/13	Returned Not Served: TONY SANTO, AT Home 1243 JESSIE RD	
09:00AM	HENDERSON, NV 89002, Returned By: AFFIDAVIT OF ATTEMPTS	
06/24/13	PROCESS ATTEMPT @ 1243 JESSIE ROAD, HENDERSON, NV 89002	60.00
06/24/13	STAKEOUT/SURVEILLANCE, 2.00 Hours, at \$75.00	150.00
TOTAL:		210.00

PAID
JUN 28 2013
BY: *ba* # 50706

1118 FREMONT STREET, Las Vegas, NV 89101
Telephone: (702) 384-0305, FAX: (702) 384-8638, Tax ID: 880223382



400434v

325.087



Route #: MAIL

Attention: MORGAN
Law Offices Of: LAXALT & NOMURA, LTD
9600 GATEWAY DRIVE
Reno NV 89521

Tuesday June 25, 2013 **INVOICE** **3221170.400434**

Work Order #: WS0013111
Attorney File #: 325.087
Case #: CV1201171
Title: GOLDEN ROAD vs. ISLAM
Documents: SUBPOENA; NEVADA RULES OF CIVIL PROCEDURE; \$282.07 WITNESS FEE CHECK

Date	Description	Amount
06/24/13 01:39PM	Personal Service: JEREMY AGUERO, APPLIED ANALYSIS, AT Business 6385 S RAINBOW BLVD STE. 105 LAS VEGAS, NV 89118, by serving: JEREMY AGUERO, Served By: MARIE A SCHEIB.	
06/24/13	PROCESS SERVICE LAS VEGAS - RUSH	90.00
06/24/13	PROCESS CASH ADVANCE	282.07
06/24/13	CHECK CHARGE	28.20
TOTAL:		400.27

PAID
JUN 28 2013
By badge # 50706

1118 FREMONT STREET, Las Vegas, NV 89101
Telephone: (702) 384-0305, FAX: (702) 384-8638, Tax ID: 880223382

Molezzo Reporters

Certified Court Reporters
 9460 Double R Boulevard
 Suite 103
 Reno, Nevada 89521

INVOICE

DATE	INVOICE #
5/15/2012	JK050712

325.087

BILL TO

Robert A. Dotson, Esq.
 LAXALT & NOMURA, LTD.
 9600 Gateway Drive
 Reno, Nevada 89521

TERMS
Net 30

DESCRIPTION	Qty	Amount
Golden Road Motor v Sumona Islam - May 7, 2012		
Dept. No. 6 - Application for TRO		
Court - Civil Reporting Fee		30.00
Court Transcript - Original and One - Expedited Next Day	11	82.50
E-Transcripts		15.00

PAID
 MAY 30 2012
 BY: *bqa* # 47913

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

TOTAL \$127.50

FEDERAL TAX I.D.: 88-0504825

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

325087

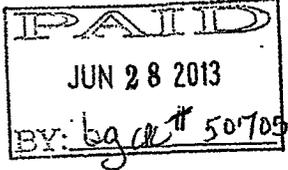
Stephanie Koetting CCR #207

INVOICE

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

DATE: June 27, 2013
INVOICE # 537
FOR: Court reporting
Department 7

To:
Laxalt & Nomura
Rob Dotson, Esq.
9600 Gateway
Reno, Nevada 89511

DESCRIPTION	AMOUNT
6/10/2013 - Transcript of Pretrial Conference, Golden Road vs. Islam, CV12-01171	\$ 22.00
	
TOTAL	\$ 22.00

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!

325,087

Stephanie Koetting CCR #207

INVOICE

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

DATE: July 23, 2013
INVOICE # 544
FOR: Court reporting
Department 7

To:
Laxalt & Nomura
Rob Dotson, Esq.
9600 Gateway Dr.
Reno, Nevada 89521

ENTERED JUL 24 2013

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
7/18/2013 - Partial Transcript, Golden Road vs. Islam, CV12-01171	88.75
TOTAL	\$ 808.75

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!

325.087

Conference Summary Report

Meeting Solutions

ENTERED AUG 06 2012
\$ 3.38

Angie Bader,

Thank you for using InterCall conferencing service. Details about your recent conference are listed below:

Conference Details

Owner: Angie Bader
Owner number: 6308380
Conference began: 09:57 PT
Conference ended: 07/27/12 10:11:08 PT

Reservationless-Plus Participants on the phone:

Name	Phone	Time Joined(PT)	Time Left(PT)	Minutes on the Call
Angie Bader	7753222026	10:03 AM	10:11 AM	9
Participant: 4	7753488877	10:01 AM	10:11 AM	11
Participant: 1	7753299517	09:57 AM	10:11 AM	15
Participant: 2	7028233500	09:57 AM	10:11 AM	15
Participant: 3	7753488491	10:00 AM	10:00 AM	1

51

Please Note: If some of your participants were joined to your Reservationless-Plus conference by an operator, their information would not be listed in this report. Please refer to your invoice for the final participation count.

Did you know?

You can change your Project Accounting Code during the current month's bill cycle by logging on to <https://www.intercallonline.com> and clicking 'My Meetings' on the Home page. Highlight the desired conference and click 'Edit'. Select 'Submit' when finished and the change will be saved immediately.

For your next call, you and your participants can find a complete list of your international dial-in numbers at <https://www.intercallonline.com> by entering your conference code and clicking 'View Dial-in Numbers' in the Reservationless-Plus box on the Home page.

If you have any questions about this service or this summary in particular, please contact our support staff:

Phone: (800) 896-1204

If you do not wish to receive these post-conference summaries, you may disable them as follows:

1. Go to <https://www.intercallonline.com>, and log in with your username and password.
2. In the left-hand navigation, click 'Manage Your Account', then 'View/Edit Owner Information'.
3. Click 'View Product Details'.
4. In the Reservationless-Plus section, uncheck 'Post Conference Email'.
5. Click 'Continue', verify your changes and then click 'Save Changes' at the bottom of the Confirmation page.

325.087

Conference Summary Report

Meeting Solutions

ENTERED JAN 11 2013

\$2103

Rob Dotson,

Conference Details

Thank you for using InterCall conferencing service.
Details about your recent conference are listed below:

Owner: Rob Dotson
Owner number: 6308377
Conference began: 15:58 PT
Conference ended: 12/03/12 17:08:41 PT

Reservationless-Plus Participants on the phone:

Name	Phone	Time Joined(PT)	Time Left(PT)	Minutes on the Call
Rob Dotson	7753222026	03:58 PM	05:08 PM	71
Participant: 4	7758135382	04:02 PM	05:08 PM	67
Participant: 5	7758254700	04:19 PM	05:08 PM	50
Participant: 3	3035821000	04:01 PM	05:08 PM	68
Participant: 2	7758254700	04:00 PM	05:05 PM	66

+ 1

323 mins

Please Note: If some of your participants were joined to your Reservationless-Plus conference by an operator, their information would not be listed in this report. Please refer to your invoice for the final participation count.

Did you know?

You can change your Project Accounting Code during the current month's bill cycle by logging on to <https://www.intercallonline.com> and clicking 'My Meetings' on the Home page. Highlight the desired conference and click 'Edit'. Select 'Submit' when finished and the change will be saved immediately.

For your next call, you and your participants can find a complete list of your international dial-in numbers at <https://www.intercallonline.com> by entering your conference code and clicking 'View' in the Get Dial-In Numbers box on the Home page.

If you have any questions about this service or this summary in particular, please contact our support staff:

Phone: (800) 896-1204

325.087

Conference Summary Report

Meeting Solutions

ENTERED JAN 11 2013

Rob Dotson,

Conference Details

\$16 ¹²

Thank you for using InterCall conferencing service. Details about your recent conference are listed below:

Owner: Rob Dotson
Owner number: 6308377
Conference began: 14:57 PT
Conference ended: 12/04/12
16:24:34 PT

Reservationless-Plus Participants on the phone:

Name	Phone	Time Joined(PT)	Time Left(PT)	Minutes on the Call
Rob Dotson	7753222026	02:57 PM	04:24 PM	88
Participant: 2	7758254700	03:00 PM	03:09 PM	10
Participant: 4	7758254700	03:09 PM	04:24 PM	76
Participant: 3	3035821000	03:08 PM	04:24 PM	77

251 mins.

Please Note: If some of your participants were joined to your Reservationless-Plus conference by an operator, their information would not be listed in this report. Please refer to your invoice for the final participation count.

Did you know?

You can change your Project Accounting Code during the current month's bill cycle by logging on to <https://www.intercallonline.com> and clicking 'My Meetings' on the Home page. Highlight the desired conference and click 'Edit'. Select 'Submit' when finished and the change will be saved immediately.

For your next call, you and your participants can find a complete list of your international dial-in numbers at <https://www.intercallonline.com> by entering your conference code and clicking 'View' in the Get Dial-In Numbers box on the Home page.

If you have any questions about this service or this summary in particular, please contact our support staff:

Phone: (800) 896-1204

325.087

Conference Summary Report

Meeting Solutions

ENTERED JAN 11 2013

\$1514

Rob Dotson,

Thank you for using InterCall conferencing service.
Details about your recent conference are listed below:

Conference Details

Owner: Rob Dotson
Owner number: 6308377
Conference began: 18:28 PT
Conference ended: 12/04/12 19:16:06 PT

Reservationless-Plus Participants on the phone:

Name	Phone	Time Joined(PT)	Time Left(PT)	Minutes on the Call
Rob Dotson	7753222026	06:28 PM	07:16 PM	49
Participant: 4	3035821000	06:31 PM	07:15 PM	45
Participant: 5	7758135382	06:32 PM	07:15 PM	44
Participant: 2	7758532916	06:28 PM	07:15 PM	48
Participant: 3	7758254700	06:30 PM	07:15 PM	46

232 mins.

Please Note: If some of your participants were joined to your Reservationless-Plus conference by an operator, their information would not be listed in this report. Please refer to your invoice for the final participation count.

Did you know?

You can change your Project Accounting Code during the current month's bill cycle by logging on to <https://www.intercallonline.com> and clicking 'My Meetings' on the Home page. Highlight the desired conference and click 'Edit'. Select 'Submit' when finished and the change will be saved immediately.

For your next call, you and your participants can find a complete list of your international dial-in numbers at <https://www.intercallonline.com> by entering your conference code and clicking 'View' in the Get Dial-In Numbers box on the Home page.

If you have any questions about this service or this summary in particular, please contact our support staff:

Phone: (800) 896-1204

325.087

Conference Summary Report

Meeting Solutions

ENTERED JAN 1 2019

Rob Dotson,

Thank you for using InterCall conferencing service. Details about your recent conference are listed below:

Conference Details

Owner: Rob Dotson
Owner number: 6308377
Conference began: 09:30 PT
Conference ended: 12/05/12 11:36:38 PT

\$24.²⁵ /

Reservationless-Plus Participants on the phone:

Name	Phone	Time Joined(PT)	Time Left(PT)	Minutes on the Call
Rob Dotson	7753222026	09:30 AM	11:36 AM	127
Participant: 2	7758254700	09:30 AM	11:36 AM	127
Participant: 3	3035821000	09:31 AM	11:36 AM	126

380 mins

Please Note: If some of your participants were joined to your Reservationless-Plus conference by an operator, their information would not be listed in this report. Please refer to your invoice for the final participation count.

Did you know?

You can change your Project Accounting Code during the current month's bill cycle by logging on to <https://www.intercallonline.com> and clicking 'My Meetings' on the Home page. Highlight the desired conference and click 'Edit'. Select 'Submit' when finished and the change will be saved immediately.

For your next call, you and your participants can find a complete list of your international dial-in numbers at <https://www.intercallonline.com> by entering your conference code and clicking 'View' in the Get Dial-In Numbers box on the Home page.

If you have any questions about this service or this summary in particular, please contact our support staff:

Phone: (800) 896-1204

325.087

Conference Summary Report

The Conferencing Center™

ENTERED MAY 2 2 2013

Rob Dotson,

Conference Details

\$ 364

Thank you for using InterCall conferencing service. Details about your recent conference are listed below:

Owner: Rob Dotson
Owner number: 6308377
Conference began: 16:39 PT
Conference ended: 04/29/13 16:55:37 PT

Reservationless-Plus Participants on the phone:

Name	Phone	Time Joined(PT)	Time Left(PT)	Minutes on the Call
Rob Dotson	7753225931	04:39 PM	04:56 PM	17
Participant: 4	7753488877	04:45 PM	04:56 PM	11
Participant: 2	7028233500	04:41 PM	04:56 PM	15
Participant: 3	7753299517	04:44 PM	04:56 PM	12

55

Please Note: If some of your participants were joined to your Reservationless-Plus conference by an operator, their information would not be listed in this report. Please refer to your invoice for the final participation count.

Did you know?

You can change your Project Accounting Code during the current month's bill cycle by logging on to <https://www.intercallonline.com> and clicking 'My Meetings' on the Home page. Highlight the desired conference and click 'Edit'. Select 'Submit' when finished and the change will be saved immediately.

For your next call, you and your participants can find a complete list of your international dial-in numbers at <https://www.intercallonline.com> by entering your conference code and clicking 'View' in the Get Dial-In Numbers box on the Home page.

If you have any questions about this service or this summary in particular, please contact our support staff:

Phone: (800) 896-1204

Date Range
09/01/2012 - 09/30/2012

Report Date
09/19/2012

CLIENT	USER NAME	USER ID	DATE	SERVICE	TYPE OF CHANGE	QUANTITY	GROSS AMOUNT	CONTRACT USE	NET AMOUNT	OVER USE	OUTSIDE CONTRACT	TOTAL BEFORE TAX	TAX	TOTAL		
															TRANSACTIONAL	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1.00	\$13.00	617231	\$0.72	\$0.00	\$0.00	\$0.72	\$0.00	\$0.72		
						004245	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						2.00	\$315.00	6391401	\$13.84	\$0.00	\$0.00	\$13.84	\$0.00	\$13.84	\$0.00	\$13.84
						18.00	\$720.00	6394361	\$13.84	\$0.00	\$0.00	\$13.84	\$0.00	\$13.84	\$0.00	\$13.84
						1.00	\$44.00	634061	\$1.98	\$0.00	\$0.00	\$1.98	\$0.00	\$1.98	\$0.00	\$1.98
						004245	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						004245	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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						004245	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						004245	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p style="text-align: right;">326.887</p>																

4

FILED
Electronically
08-05-2013:10:52:30 AM
Joey Orduna Hastings
Clerk of the Court
Transaction # 3900298

EXHIBIT 1
Part 3

EXHIBIT 1
Part 3

Date Range
05/01/2013 - 05/31/2013

Report Date
08/06/2013

CLIENT	INSTR. NAME	ISOB. ID	DATE	SERVICE	TYPE OF CHANGE	QUANTITY	AMOUNT	ADJUSTMENT	NET AMOUNT	OVER	TRANSACTIONAL	PUTTING	TOTAL	TOTAL	TOTAL
											USE	CONTRIBUTION	REBATE/TAX	TAX	CHARGES
				PROCEEDING PRINTING		1.00	\$1.00		\$1.00						
				ONLINE TIME		0024281	\$0.00		\$0.00						
				SINGLE DOCUMENT RETRIEVAL		12.00	\$180.00		\$180.00						
				LEGAL CITATION SERVICES		2.00	\$30.00		\$30.00						
				ONLINE TIME		0022283	\$0.00		\$0.00						
				ONLINE TIME		1.00	\$0.00		\$0.00						
				ONLINE TIME		001584	\$0.00		\$0.00						
				ONLINE TIME		002437	\$0.00		\$0.00						
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Order: 1047865

AD

Page 1 of 1

325087

AB

Print

Rick's Deli - Reno
9475 Double R Blvd, Suite 1, Reno, NV 89521
(775) 852-0555

ENTERED FEB 27 2013

ORDER INFO

Web Order #: 1047865

Order Date/Time: 01/18/13 11:32 AM
Pickup Date/Time: 01/18/13 11:51 AM

ORDER FULFILLMENT

Type: Pickup

CUSTOMER INFO

Laurie Pieratt
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170 Ext 138
lpieratt@laxalt-nomura.com

ORDER HISTORY

Order Count: 6
Total: \$275.05

SPECIAL INSTRUCTIONS

FOOD ITEMS

Quantity: 1
Item: Wail Street (Price: \$8.25)
Options:
1 Dutch Crunch Bread
1 With Cheddar Cheese

Food Total: \$16.50
Tip: \$2.00
Sales Tax: \$1.28
Total: \$19.78

Quantity: 1
Item: Fajita Salad (Price: \$8.25)
Special Request: dressing on the side please
Options:
1 Romaine Salad
1 With Vinaigrette Dressing

PAYMENT DETAILS:

Prepaid with credit card: MASTER CARD CC:0

lunch during depo

325.087

Print

Rick's Deli - Reno

9475 Double R Blvd, Suite 1, Reno, NV 89521
(775) 852-0555

ORDER INFO

Web Order #: 1199173

Order Date/Time: 04/26/13 11:50 AM
Pickup Date/Time: 04/26/13 12:15 PM

ORDER FULFILLMENT

Type: Pickup

CUSTOMER INFO

Morgan Bogumil
Laxalt & Nomura
9600 Gateway Drive
Reno, NV 89521
(775) 322-1170
mbogumil@laxalt-nomura.com

ORDER HISTORY

Order Count: 5
Total: ~~\$178.23~~

ENTERED APR 30 2013

SPECIAL INSTRUCTIONS

FOOD ITEMS

Quantity: 1
Item: Chopped COBB Salad (Price: \$8.25)
Special Request: No Bacon and the Ranch dressing on the side, please :) Thank you!
Options:
1 With Ranch Dressing

Food Total: \$27.45
Sales Tax: \$2.12
Total: \$29.57

Quantity: 1
Item: John Gotti (Price: \$9.60)
Options:
1 Dutch Crunch Bread
1 With Havarti Cheese
1 Add Bag Of Chips (\$1.35 each)

Quantity: 1
Item: John Gotti (Price: \$9.60)
Options:
1 Sourdough Bread
1 With Havarti Cheese
1 Add Bag Of Chips (\$1.35 each)

Rob's card
Feb
325.087
Depo.
pay
lunch

PAYMENT DETAILS:

Prepaid with credit card: MASTER CARD CC:0

325.087

lunch for 3
during trial
prep.

SALE RECEIPT
 Store #30786 eat 06/26/13 12:27:2F
 Trans# 82 Clerk 174 Dwr 1 TRDT 062613
 Receipt # 0000116101 Reg-ID REG-MAIN
 Sales Tx 1.99 Tax B 0.00
 Tax C 0.00 Tax D 0.00
 Tax E 0.00 Tax F 0.00
 **TOTAL 27.74
 AMT TEND 28.00 CHANGE DUE 0.26
 CHANGE DUE\$ 0.26

\$27⁷⁴

pd. by petty cash

2 turkey sands.
1 veg beef sand.
3 chips
6 cookies

THANK YOU!
 Rob Dotson
 Frank DeCarlo
 Steve Ringgold
 Debbi Robinson
 Lunch during visit
 07/01/2013
 12:56 PM
 10008

CAMPO
 50 N. Sierra St
 Reno, NV

Server: Kelsie
 36/1
 Guests: 4

Coke	2.75
Lemonade	2.50
Diet Coke	2.75
Bee Sting	15.00
Romaine Hearts	10.00
ADD steak	6.00
Ribollita	7.00
Campo Pizza	15.00
Romaine Hearts	10.00
Subtotal	72.00
Tax	5.56
Total	77.56
Balance Due	77.56

Check out our website
 www.camporeno.com
 Join the newsletter!
 Make reservations!

0025
 Server: CARLOS P (#999) Rec: 13
 07/08/13 13:11, Swiped T: 230 Term: 3

SILVER PEAK ON THE RIVER
 135 NORTH SIERRA
 RENO, NV 89501,
 (775)284-3300
 MERCHANT #:

CARD TYPE ACCOUNT NUMBER
 VISA XXXXXXXXXXXX4558
 Name: DEBBI ROBINSON
 00 TRANSACTION APPROVED
 AUTHORIZATION #: 072825
 Reference: 0708010000025
 TRANS TYPE: Credit Card SALE

CHECK : 25.65
 TIP : 3.75
 TOTAL : \$ 29.40

*Debbi Robinson & Rob
 Dotson - Lunch during
 visit*

Duplicate Copy

CARDHOLDER WILL PAY CARD ISSUER ABOVE
 AMOUNT PURSUANT TO CARDHOLDER AGREEMENT
 PLEASE LEAVE THE SIGNED
 COPY FOR YOUR SERVER!!
 HAVE A WONDERFUL DAY
 Thank You Please Sign Below

CAMPO
50 N. Sierra St
Reno, NV

Server: Kateryna DOB: 07/10/2013
01:04 PM 07/10/2013
36/1 1/10004

SALE

Visa 1048579
Card #XXXXXXXXXXXX4558
Magnetic card present: ROBINSON DEBBI
Card Entry Method: S

Approval: 030054

Amount: \$ 59.79
+ Tip: 9.00
= Total: \$ 68.79

I agree to pay the above
total amount according to the
card issuer agreement.

X _____

Check out our website
www.camporeno.com
Join the newsletter!
Make reservations!

Donna Doney, Rob Dutton
Customer Copy
Debbi Robinson Trial Lunch

*w/Rob Dutton -
GSL/Robinson Trial
Lunch*

Old Granite Street Eatery
243 South Sierra Street
Reno, NV 89501
(775) 622-3222

Server: Chanelle DOB: 07/12/2013
12:52 PM 07/12/2013
D12/1 1/10004

Visa 1048582
Card #XXXXXXXXXXXX4558
Magnetic card present: ROBINSON DEBBI
Approval: 045627

Amount: 30.01
+ Tip: 5.00
= Total: \$ 35.01

X _____

Thank you!
OPEN FOR LUNCH
EVERYDAY AT 11
Brunch Saturday and Sunday@10
reservations always accepted
775.622.3222

CUSTOMER COPY

Becky Groh

325.087

From: Rob Dotson
Sent: Tuesday, June 11, 2013 9:08 AM
To: Becky Groh
Cc: Morgan Bogumil
Subject: FW: RD's Mastercard stm't
Yes Atlantis [REDACTED].

From: Morgan Bogumil
Sent: Tuesday, June 11, 2013 8:47 AM
To: Rob Dotson
Subject: FW: RD's Mastercard stm't

Rob,
May 9 was the day of the Atlantis/Islam (325.087) settlement conference [REDACTED]

From: Becky Groh
Sent: Monday, June 10, 2013 5:24 PM
To: Rob Dotson; Morgan Bogumil
Subject: RD's Mastercard stm't
Importance: High

ENTERED JUN 17 2013

We've recv'd your Mastercard stm't, and I don't have the following receipts:

- 5/9/13 - Curb System Reno - \$5.00
- 5/9/13 - Curb System Reno - \$5.00

Becky Groh
Accounting Department
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
(775) 322-1170
(775) 322-1865 - Fax

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 email to (bgroh@laxalt-nomura.com) Thank you.

6/12/2013

325.087



Basic Banking®

Print Close Window

Account Name: Robert A. Dotson

No receipt is issued by parking system.

Date Range	Descriptions	Amount
07/10/2013	CURB SYSTEM RENO NV	\$5.00
07/09/2013	CURB SYSTEM RENO NV	\$4.00
07/09/2013	CURB SYSTEM RENO NV	\$5.00
07/08/2013	CURB SYSTEM RENO NV	\$5.00
07/08/2013	CURB SYSTEM RENO NV	\$5.00
07/03/2013	CURB SYSTEM RENO NV	\$5.00
07/02/2013	CURB SYSTEM RENO NV	\$5.00
07/02/2013	CURB SYSTEM RENO NV	\$5.00
07/02/2013	CURB SYSTEM RENO NV	\$5.00

325.087

Print Close Window

1 **1830**
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 **IN AND FOR THE COUNTY OF WASHOE**

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

15 **Plaintiff,**

Case No. CV12-01171

16 vs.

Dept. B7

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

24 **Defendants.**

25 **DEFENDANT SUMONA ISLAM'S MOTION TO RETAX COSTS**

26 Defendant Sumona Islam moves pursuant to NRS 18.110(4) to retax and settle
27 the costs claimed by Plaintiff Golden Road Motor Inn, Inc., dba Atlantis Casino Resort
28 Spa in its Memorandum of Costs and Disbursements served August 5, 2013, and as
grounds for her motion, alleges as follows:

1 **1. Islam Is Not Liable for Costs Incurred by the Grand Sierra in**
2 **Prevailing Against the Atlantis**

3 The Atlantis requests an award against Islam of any costs awarded by the court to
4 the Grand Sierra for prevailing against the Atlantis, pursuant to NRS 18.020 and
5 *Semenza v. Caughlin Crafted Homes*, 111 Nev. 1089, 901 P.2d 684 (1985). The
6 Atlantis lists the amount of these costs as “unknown,” presumably because at this time,
7 no memorandum of costs has been filed by the Grand Sierra, because a memorandum of
8 costs is supposed to be filed after entry of a judgment, and there has been no judgment
9 entered in this action. *See NRS 18.110(1)*.

10 The request to pass through costs of the Grand Sierra from the Atlantis to Islam
11 should be denied on several grounds.

12 In the first place, while NRS 18.020 is a statute concerning costs, that statute says
13 nothing about passing through costs, so even though the Atlantis has cited to NRS
14 18.020 in its memorandum of costs as the authority for its pass through claim, the statute
15 is not authority for what the Atlantis is requesting here.

16 In the second place, *Semenza* is based on part of the holding in the case of
17 *Schouweiler v. Yancey Co.*, 101 Nev. 827, 712 P.2d 786 (1985), and a plain reading of
18 both these cases shows why they are not applicable in the present action. Both *Semenza*
19 and *Schouweiler* were homeowner construction defect cases. In both cases, the plaintiff
20 prevailed as to one defendant or more, and lost as to one defendant or more. In both
21 cases, the prevailing defendant(s) filed cost bills against the homeowners. In *Semenza*,
22 the court said “given the policy reasons underlying *Schouweiler*, we conclude that the
23 *Semenzas* may recover from the losing defendant the costs they were obligated to pay to
24 the prevailing defendant.” *Id. at 1097, 901 P.2d at 689*. The “policy reasons underlying
25 *Schouweiler*” are not enunciated in *Semenza* or in *Schouweiler*, but they are both
26 construction defect cases. The only language in either *Semenza* or *Schouweiler* that even
27 addresses the issue of the propriety of passing through costs from the prevailing
28 defendant to the losing defendant is the perfunctory and circular statement in

1 *Schouweiler* that because the prevailing defendants are allowed to tax their costs against
2 the plaintiff, these became costs incurred by the plaintiff. *Id. at 832, 712 P.2d at 789.*

3 While the rationale behind this pass through concept is less than clear from these
4 two cases, what is evident is that “policy reasons” that resulted in the decision in
5 *Schouweiler* were found by the Supreme Court to be the same “policy reasons” that
6 applied in *Semenza*. Those “policy reasons” must have something to do with
7 homeowners in construction defect cases, because that is the common ground of both
8 *Semenza* and *Schouweiler*.

9 The present case obviously has nothing to do with construction defect, and the
10 same “policy reasons” do not apply. Here, Islam was an Atlantis employee who went to
11 work for Grand Sierra. The Atlantis sued her and the Grand Sierra. The Grand Sierra
12 prevailed on all claims. Unlike the homeowner who sues multiple defendants over a
13 claimed construction defect, without necessarily knowing at the inception of the case
14 which, among various defendants having contractual relations with each other, will
15 ultimately turn out to be the defendant that caused the defect, the Atlantis in the present
16 case sued the Grand Sierra based on alleged usurpation of trade secrets and interference
17 with contract because Grand Sierra was the known defendant who either was liable on
18 the claim or was not. This is not a case involving a plaintiff knowing that at least one or
19 more defendant caused the harm, but not knowing when the action is commenced which
20 defendant is the one responsible. Because this case differs drastically from a
21 construction defect case, the policy reasons underlying *Semenza* and *Schouweiler* do not
22 apply to the present case, the holdings of those cases do not apply, and the Atlantis
23 should not be able to pass through costs of the Grand Sierra as its own.

24 In addition to the foregoing, the Grand Sierra prevailed on an NRCP 68 offer of
25 judgment. NRCP 68 was not involved in either the *Semenza* or *Schouweiler* cases. The
26 public policy behind NRCP 68 is stated in *Dillard Dept. Stores, Inc. v. Beckwith*, 115
27 Nev. 372, 382, 989 P.2d 882, 888 (1999): “The purpose of NRS 17.115 and NRCP 68 is
28 to save time and money for the court system, the parties and the taxpayers. They reward

1 a party who makes a reasonable offer and punish the party who refuses to accept such an
2 offer.”

3 One penalty for failing to accept a reasonable offer of settlement is “the offeree
4 cannot recover any costs or attorney’s fees and shall not recover interest for the period
5 after the service of the offer and before the judgment . . .”. See *NRCP 68(f)(1)*.

6 It would subvert NRCP 68(f)(1) and the overall public policy enunciated in
7 *Dillard* if the Atlantis could recover the Grand Sierra’s costs from Islam. Stated
8 alternatively, if the Atlantis had accepted the reasonable offer of judgment, there would
9 be no costs for the Atlantis to pass through against Islam. The Atlantis is trying to avoid
10 the penalty that rightfully should be imposed on the Atlantis under NRCP 68(f)(1), and
11 which the public policy of Nevada mandates be imposed on the Atlantis, which is a
12 perversion of the law and affront to public policy that cannot be allowed to stand.

13 **2. The Court Has Discretion Regarding Allowing and Apportioning**
14 **Costs**

15 While this Court cannot do whatever it wants regarding costs, and an award of
16 some amount of costs is mandatory, this Court has discretion as to the amount of an
17 award of costs. NRS 18.050 states, in pertinent part: “Except as limited by this section,
18 in other actions in the district court, part or all of the prevailing party’s costs may be
19 allowed and may be apportioned between the parties, or on the same or adverse sides.”

20 This Court is well aware that the Atlantis spent an unbelievable amount of money
21 on attorneys fees and costs in this action to build a case against the Grand Sierra.

22 Meanwhile, the only benefit Islam could obtain from the information that the
23 casinos fought over was her opportunity to have a job and go to work. She lost that
24 benefit when she was unable to work as a casino host for a year, while the casinos
25 litigated over the alleged value of the allegedly misappropriated proprietary information,
26 because Islam was the subject of an injunction issued pursuant to a non-compete
27 agreement that was void as against public policy but prohibited her from working.

28 The circumstances of this action present a compelling case for an allowance or an

1 appportionment of costs in an amount that is only a small percentage of what the Atlantis
2 has claimed in its memorandum of costs, because the incredible amount of fees and costs
3 that are being claimed in this action were generated because Atlantis was trying to make
4 a case against the Grand Sierra, not Islam. It is respectfully urged that Islam should be
5 responsible for no more than 10% of the costs that allegedly were incurred in this action
6 by the Atlantis under the circumstances.

7 **3. Photocopy Expenses Already Have Been Paid By Islam**

8 The Atlantis prepared the trial exhibits, in sets of binders, for itself, the court, and
9 defendants. The Atlantis asked Islam to pay for a set of exhibits at a cost of \$151.00,
10 which included the charges for copying, index tabs, and binders. On June 27, 2013, a
11 legal assistant from the Law Offices of Mark Wray delivered two checks for \$151.00, in
12 exchange for two sets of trial binders, one for Islam and one for Grand Sierra.

13 According to the Atlantis memorandum of costs, between June 24 and June 27,
14 2013, concurrent with the time Islam paid the \$302 for the two sets of exhibit binders,
15 the Atlantis made 5,429 photocopies. Islam believes that this must be the photocopying
16 for the trial exhibits. Each set of trial exhibits contained 1,094 pages. Islam paid for two
17 sets. Therefore, Islam requests that the photocopy expense claimed by the Atlantis be
18 reduced by \$218.80, representing 2,188 photocopies at 10 cents per page that Islam
19 believes she has paid for already.

20 **4. Parking and Lunch Charges Are Inappropriate**

21 In the category "Other Reasonable and Necessary Expense," the Atlantis seeks a
22 total of \$1,069.70, which includes *inter alia* \$54.00 for parking and \$342.15 for lunch
23 during depositions, trial preparation and trial. Respectfully, these items are the overhead
24 of the law firm. Lawyers and staff and clients have to park their cars and eat lunch every
25 day. Items like this should not be classified as costs, because they are not reasonable and
26 necessary expenses of the litigation, but rather, ordinary overhead. No specific
27 provision of the statute allows for recovery of these costs, and it is evident from the
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types of other costs that are recoverable that normal expenses incurred even in the absence of litigation are not intended to be recoverable from the opposing party.

5. Conclusion

Islam respectfully requests that the Court grant her Motion to Retax and Settle Costs by not allowing any pass through of costs, by awarding only 10% of the costs claimed by the Atlantis, and by disallowing the photocopy and overhead items as set forth above.

DATED: August 7, 2013

LAW OFFICES OF MARK WRAY

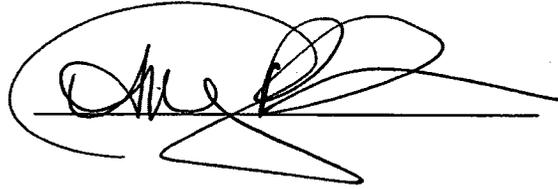
By 
MARK WRAY
Attorney for Defendant SUMONA ISLAM

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b) the undersigned employee of the Law Offices of Mark
3 Wray certifies that a true copy of the foregoing document was sealed in an envelope with
4 prepaid postage affixed and deposited in the U.S. Mail in Reno, Nevada on
5 August 7, 2013 addressed to the following:
6

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

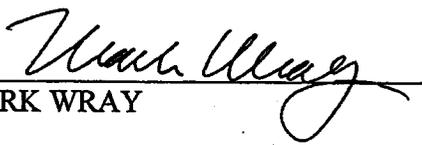
12 Stan Johnson
13 Cohen/Johnson
14 255 E. Warm Springs Road, Suite 100
15 Las Vegas, Nevada 89119

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AFFIRMATION

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

DATED: Aug. 7, 2013 
MARK WRAY