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

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

7 Appellant/Cross-Respondent,
8 vs.

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

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

17 Respondent.

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

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

24 Respondent.

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

27 Appellant/Cross-Respondent,
28 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

24 **JOINT APPENDIX**
25 **VOLUME VI – FILED UNDER SEAL**

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

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TRACIE K. LINDEMAN
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4 **VOLUME VI – FILED UNDER SEAL**

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7 **order of the district court during trial (19 App. 3948:12-13).**

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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).

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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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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).

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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).

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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).

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VOLUME XVII – FILED UNDER SEAL

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VOLUME XX – FILED UNDER SEAL

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VOLUME XXI –FILED UNDER SEAL

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8 **entered on August 27, 2012 by the district court (2 App. 347-357) and by**
9 **order of the district court during trial (19 App. 3948:12-13).**

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28	Atlantis' job description for Concierge Manager (ATL 0286)	App. 4393-4394

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9	<u>This Volume is filed under seal pursuant to the Stipulated Protective Order</u>	
10	<u>entered on August 27, 2012 by the district court (2 App. 347-357) and by</u>	
11	<u>order of the district court during trial (19 App. 3948:12-13).</u>	
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10	<u>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).</u>	
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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).	
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1 Trial Exhibit 71
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10 Trial Exhibit 75
Islam's Book of Trade produced to Atlantis
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Emails in chronological order.....App. 5093-5220

15
16 **VOLUME XXV – FILED UNDER SEAL**

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

20 [Continued] Trial Exhibit 77
21 Compilation of GSR/Islam Emails
22 in chronological order.....App. 5221-5428

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24 Additional signature pages to Trade Secret
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26 and Code of Conduct Agreement
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27 Trial Exhibit 80
28 Full handwritten client list produced by Islam
(ISLAM 1- 276).....App. 5436-5470

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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

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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

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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

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Trial Exhibit 85

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

1 **1750**
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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 Nevada
12 Corporation, d/b/a ATLANTIS CASINO
13 RESORT SPA

Case No.: CV12-01171

Dept No.: B7

14 Plaintiff,

15 vs.

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

22 Defendants.

23 **SUBMISSION OF PROPOSED**
24 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

25 Plaintiff GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT
26 SPA ("Plaintiff" and/or "ATLANTIS"), by and through its attorneys, Laxalt & Nomura, Ltd.,
27 hereby submits to the Court its proposed Findings of Fact and Conclusions of Law, which is
28 attached hereto as Exhibit 1.

Pursuant to WDCR 9, ATLANTIS served all parties with its proposed Findings of Fact
and Conclusions of Law on August 5, 2013, indicating in that pleading that pursuant to WDCR

1 9, the proposed Findings of Fact and Conclusions of Law and any accepted edits would be
2 submitted to this Court on August 13, 2013.¹

3 Counsel for SUMONA ISLAM ("ISLAM") has requested that paragraph 41 be deleted in
4 its entirety as it addresses injunctive relief. As described in Exhibit 2, the cover pleading serving
5 the proposed Findings of Fact and Conclusions of Law upon Defendants, during the Court's
6 decision on July 18, 2013 the Court indicated that it would address injunctive relief and that it
7 would do so after damages.² The Court did not further address the issue of injunctive relief and
8 therefore counsel for ATLANTIS has included, as paragraph 41, a conclusion of law in this
9 regard which is intended to be consistent with the Court's ruling. Counsel for ISLAM requested
10 that this paragraph be deleted in its entirety or alternatively that it be modified to address an
11 expiration timeframe. The paragraph has been modified to address the issue of expiration,
12 indicating it should be based upon the time when the information ceases to be a trade secret. The
13 submitted decision had further been modified to address any other list which should surface,
14 including but not limited to the sixth spiral notebook discussed at trial.

17 ATLANTIS does not at this time submit any separate proposed judgment as it is
18 anticipated that the Court will be ruling on costs and attorney's fees consistent with its decision
19 and those rulings would implicate such a judgment. ATLANTIS specifically requests that the
20 Court not enter judgment until those post-trial motions have been heard and all rulings regarding
21 Defendant Islam can and have been incorporated into the judgment.

22
23 ///

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28 ¹ See Exhibit 2 Findings of Fact and Conclusions of Law Pursuant to SJDCR 9.

² See Transcript of Proceedings, 15:5-6.

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Dated this 13 day of August, 2013.

LAXART & NOMURA, LTD.

Nevada State Bar No. 5285
ANGELA M. BADER, ESQ.
Nevada State Bar No. 5574
9600 Gateway Drive
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Attorneys for Plaintiff

1 CERTIFICATE OF SERVICE

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

5 ☒ (BY MAIL) on all parties in said action, by placing a true copy thereof enclosed
6 in a sealed envelope in a designated area for outgoing mail, addressed as set forth
7 below. At the Law Offices of Laxalt & Nomura, mail placed in that designated
8 area is given the correct amount of postage and is deposited that same date in the
ordinary course of business, in a United States mailbox in the City of Reno,
County of Washoe, Nevada.

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

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

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

13 ☐ Reno/Carson Messenger Service.

14 ☒ By email to the email addresses below.

15 addressed as follows:

16 Steven B. Cohen, Esq.
17 Stan Johnson, Esq.
18 Terry Kinnally, Esq.
19 Cohen-Johnson, LLC
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mwray@markwraylaw.com

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

23 DATED this 13 day of August, 2013.

24 L. Morgan Bogumil
25 L. MORGAN BOGUMIL
26
27
28

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INDEX OF EXHIBITS

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EXHIBIT 1

FILED
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08-13-2013:04:21:44 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 3920150

EXHIBIT 1

1750

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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
RESORT SPA

Case No.: CV12-01171

Dept No.: B7

13 Plaintiff,

14 vs.

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

19 Defendants.

20 **[PROPOSED] FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER**

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

26 ///

27 ///

1750

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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

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

Case No.: CV12-01171

Dept No.: B7

Plaintiff,

vs.

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

Defendants.

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER

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

///

///

1 **Findings of Fact**

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

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

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

24 4. On April 15, 2008, in conjunction with commencing her employment with
25 ATLANTIS, ISLAM executed the ATLANTIS Company Policy regarding Company Property,
26 Proprietary Information, and Trade Secrets (hereinafter referred to as "Trade Secret
27 Agreement"). This agreement, including any updates, was again signed by ISLAM on January
28 23, 2009, February 26, 2010 and January 19, 2011. This agreement provides that any improper

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 33. The ATLANTIS reasonably initiated litigation.

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

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

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

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

6 **CONCLUSIONS OF LAW**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **Conversion of Property as to ISLAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 ///

28 ///

1 **Declaratory Relief**

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

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

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

11 **Proof of Damages**

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

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

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

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

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

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

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

7 **Punitive Damages**

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

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

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

23 **Attorney Fee Award**

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

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

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

3 **Injunctive Relief**

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

14 **CONCLUSION**

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

17 DATED AND DONE this _____ day of _____, 2013.

18
19 _____
DISTRICT JUDGE

20 Respectfully submitted,

21 LAXALT & NOMURA, LTD
22

23 By:

24 ROBERT A. DOTSON (NSB # 5285)
25 ANGELA M. BADER, ESQ. (NSB #5574)
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28

EXHIBIT 2

FILED
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08-13-2013:04:21:44 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 3920150

EXHIBIT 2

1 1750
2 ROBERT A. DOTSON, ESQ.
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12 Fax: (775) 322-1865
13 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B7

19 Plaintiff,

20 vs.

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

27 Defendants.

28 **FINDINGS OF FACT AND CONCLUSIONS**
OF LAW PURSUANT TO SJDCR 9

29 Plaintiff GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT
30 SPA ("Plaintiff" and/or "ATLANTIS"), by and through its attorneys, Laxalt & Nomura, Ltd.,
31 hereby serves Defendants SUMONA ISLAM and MEI-GSR HOLDINGS LLC d/b/a GRAND
32 SIERRA RESORT with its proposed Findings of Fact and Conclusions of Law. Pursuant to
33 SJDCR 9 this proposed Order will be submitted to the Court in five days on Tuesday August
34 13th.

1 During its decision on the 18th, the Court indicated that it would address injunctive relief
2 and that it would do so after damages.¹ The Court did not further address the issue of injunctive
3 relief and therefore counsel for ATLANTIS has included, as paragraph 41, a conclusion of law in
4 this regard which is believed to be consistent with the Court's ruling.

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

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

9 Respectfully submitted this 5 day of August, 2013.

10 LAXALT & NOMURA, LTD.

11 

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

20
21
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23
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28 ¹ See Transcript of Proceedings, 15:5-6.

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.

16 addressed as follows:

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

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23 DATED this 5 day of August, 2013.

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25 L. MORGAN BOGUMIL
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INDEX OF EXHIBITS

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EXHIBIT 1

EXHIBIT 1

1750

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

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

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

Plaintiff,

vs.

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

Defendants.

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER

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

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1 Findings of Fact

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

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

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

24 4. On April 15, 2008, in conjunction with commencing her employment with
25 ATLANTIS, ISLAM executed the ATLANTIS Company Policy regarding Company Property,
26 Proprietary Information, and Trade Secrets (hereinafter referred to as "Trade Secret
27 Agreement"). This agreement, including any updates, was again signed by ISLAM on January
28 23, 2009, February 26, 2010 and January 19, 2011. This agreement provides that any improper

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 33. The ATLANTIS reasonably initiated litigation.

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

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

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

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

6 **CONCLUSIONS OF LAW**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **Conversion of Property as to ISLAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 ///

28 ///

1 **Declaratory Relief**

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

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

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

11 **Proof of Damages**

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

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

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

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

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

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

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

7 **Punitive Damages**

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

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

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

23 **Attorney Fee Award**

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

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

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

3 **Injunctive Relief**

4 41. This Court further finds that this is an appropriate matter in which to impose a
5 Permanent Injunction, pursuant to NRS 600A.040, prohibiting ISLAM from any further use of
6 the trade secret information at issue. In this regard, ISLAM is Ordered to destroy any and all
7 customer lists obtained from or originating from ATLANTIS, including specifically the spiral
8 notebooks, copies of which have been marked at trial as Exhibits 6, 80 and 81. Further,
9 ISLAM is Ordered to purge from any electronic record or physical records, any information
10 which has been identified in this decision as a trade secret, originating from the ATLANTIS.

11 **CONCLUSION**

12
13 42. Judgment in favor of ATLANTIS against Defendant ISLAM.

14 DATED AND DONE this ____ day of _____, 2013.

15
16 _____
DISTRICT JUDGE

17 Respectfully submitted,

18 LAXALT & NOMURA, LTD
19

20 By:

21 ROBERT A. DOTSON (NSB # 5285)
22 ANGELA M. BADER, ESQ. (NSB #5574)
23 9600 Gateway Dr.
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11 Tel: (775) 322-1170
12 Fax: (775) 322-1865
13 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B7

13 Plaintiff,

14 vs.

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

21 Defendants.

22 **PLAINTIFF'S OPPOSITION TO DEFENDANT**
23 **SUMONA ISLAM'S MOTION TO RETAX COSTS**

24 Plaintiff, GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT
25 SPA (hereinafter "Plaintiff" or "ATLANTIS"), by and through undersigned counsel, Laxalt &
26 Nomura, hereby opposes Defendant SUMONA ISLAM's (hereinafter "ISLAM") motion to retax
27 and settle costs. This Opposition is made and based upon the pleadings and papers on file
28 herein, the attached Memorandum of Points and Authorities, the supporting Affidavit of Counsel
and Exhibits thereto and any additional argument the Court should elect to consider.

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 ISLAM IS A NON-PREVAILING DEFENDANT
4 AND IS LIABLE FOR COSTS INCURRED BY THE GRAND SIERRA
5 RESORT, A PREVAILING DEFENDANT AGAINST THE ATLANTIS

6 Despite ISLAM'S apparent disapproval, the well supported law of Nevada is that when a
7 plaintiff prevails against some defendants, but not others, the costs of prevailing defendants may
8 pass through the plaintiff and be taxed against the non-prevailing defendants. *See Semenza v.*
9 *Caughlin Crafted Homes*, 111 Nev. 1089, 1096-97, 901 P.2d 684, 688-89 (1995); *Flamingo*
10 *Realty, Inc. v. Midwest Dev.*, 110 Nev. 984, 993, 879 P.2d 69, 74 (1994).

11 While ISLAM makes much ado about the fact that the *Semenza* and *Schouweiler* case
12 were construction defect cases, shepardizing these cases reveals other Nevada cases where this
13 rule of law has been applied including the *Flamingo Realty* case which concerned the failure to
14 pay realtor commissions on 45 acre parcel of real estate and the realtor's subsequent suit for
15 fraud, fraudulent conveyance and breach of contract. *Flamingo Realty v. Midwest Dev.*, 110
16 Nev. at 986 (1994). On appeal, the realtor, Fields, contended that the District Court erred when
17 it failed to pass a prevailing defendant's costs through her to the non prevailing defendants. The
18 Nevada Supreme Court agreed and cited to the case of *Schouweiler* where the plaintiff prevailed
19 against three of the six defendants and the Court allowed the plaintiff to recover the taxable
20 costs of the prevailing defendants from the non prevailing defendants. *Id* at 993. The Nevada
21 Supreme Court held that the ruling in *Schouweiler* was applicable to the facts of the *Flamingo*
22 *Realty* case and that Fields could tax the costs of the prevailing defendant's defense against the
23 three non-prevailing defendants.

24 Moreover, as set forth in *Semenza v. Caughlin Crafted Homes*, 111 Nev. at 1097, NRS
25 18.020 is the proper statute, in conjunction with case law, which allows for this pass through.
26
27
28

1 Finally, Plaintiff's cost memorandum has nothing to do with an offer of judgment under
2 NRCP 68 or NRS 17.115. That issue is not before the Court and even if it was, it would involve
3 the analysis of a completely different set of elements including the validity of an offer as well as
4 whether an offer was reasonably rejected at the time that it was made. The subject cost
5 memorandum was filed to comply with statute and the Court's verbal decision.
6

7 **II.**

8 **COSTS MUST BE ALLOWED, OF COURSE, TO PLAINTIFF**
9 **AS A PREVAILING PARTY AND IT IS WITHIN THE DISTRICT**
10 **COURT'S DISCRETION TO DETERMINE WHETHER APPORTIONMENT**
11 **OF COSTS IS RENDERED IMPRACTICAL BY THE INTERRELATIONSHIP**
12 **OF THE CLAIMS AGAINST MULTIPLE DEFENDANTS**

13 Plaintiff is moving for an award of its total costs incurred in bringing this action against
14 both Defendant ISLAM whom it prevailed against as well as Defendant MEI-GSR HOLDINGS
15 LLC d/b/a GRAND SIERRA RESORT ("GSR") whom it did not prevail against. The issue
16 becomes whether the Court, in awarding costs to Plaintiff as a prevailing party, must apportion
17 those costs incurred in prevailing against ISLAM versus those costs incurred in not prevailing
18 against GSR. Nevada case law on this issues provides as follows:

19 in an action in which a plaintiff pursues claims based on the same factual
20 circumstance against multiple defendants, it is within the district court's
21 discretion to determine whether apportionment is rendered impractical by the
22 interrelationship of the claims against the multiple defendants. The district court
23 must, however, attempt to apportion the costs before determining that
24 apportionment is impractical. When attempting to apportion costs, the district
25 court must make specific findings, either on the record during oral proceedings or
26 in its order, with regard to the circumstances of the case before it that render
27 apportionment impractical.

28 *Mayfield v. Koroghli*, 124 Nev. 343, 353-354, 184 P.3d 362, 368-369 (2008).

29 In the instant case, Plaintiff incurred costs in presenting a case against ISLAM for breach
30 of contract, tortious interference with contractual relations and prospective economic advantage,
31 breach of trade secret, permanent injunction and conversion. Duplicative of these claims,
32 Plaintiff also incurred costs to present a case of tortious interference with contractual relations

1 and prospective economic advantage and violation of trade secret against GSR. Thus, since
2 Plaintiff sued two defendants on similar claims based on the same set of facts, Plaintiff submits
3 that the claims are so intertwined as to render apportionment impractical. Indeed, but for the
4 actions of ISLAM, there would have been no claim against GSR and each claim against GSR
5 relied on first proving the claim against ISLAM. Therefore, the interrelationship makes the
6 claims inseparable.
7

8 III.

9 PHOTOCOPY EXPENSES HAVE NOT ALREADY BEEN PAID BY ISLAM OR GSR

10 Since the Plaintiff was prepared to introduce nearly all the trial exhibits requested by
11 Defendants, Plaintiff offered to incur the labor and prepare the trial exhibits for all the parties
12 and the Court. It is true that Plaintiff asked ISLAM to pay for her set of exhibits at a cost of
13 \$151 representing copying and materials, but not labor. Plaintiff asked GSR to pay the same for
14 its set. Defendants were billed the same cost that ATLANTIS was billed for copies. The cost of
15 the Defendants' binders were set up as an office expense but were not billed to the ATLANTIS
16 because Plaintiff's counsel knew in advance it would be requesting and receiving reimbursement
17 from Defendants. Thus, the \$302 for the two sets of the defense exhibit binders never appears in
18 Plaintiff's Memorandum of Costs and therefore neither ISLAM nor GSR can be or have been
19 billed twice for it. See Exhibit 1 to Affidavit of Counsel indicating that such expenses will be
20 entered as an office expense and not billed to the ATLANTIS file 325.087.
21

23 IV.

24 PARKING AND LUNCH CHARGES FOR PLAINTIFF'S COUNSEL AND 25 PLAINTIFF ARE REASONABLE AND NECESSARY EXPENSES OF LITIGATION

26 NRS 18.005(17) defines "costs" as any other reasonable and necessary expense incurred
27 in connection with the action. "The determination of allowable costs is within the sound
28 discretion of the trial court." *Bobby Berosini, Ltd. v. People For The Ethical Treatment Of*

1 *Animals*, 114 Nev. 1348, 1352, 971 P.2d 383 (1998). Reasonable costs means "actual costs that
2 are also reasonable, rather than a reasonable estimate or calculation of such costs based upon
3 administrative convenience." *Vill Builders 96 v. U.S. Labs.*, 121 Nev. 261, 276-77, 112 P.3d
4 1082, 1092 (2005); *Gibellini v. Klindt*, 110 Nev. 1201, 1205-06, 885 P.2d 540, 543 (1994).
5 While the District Court has discretion in determining what expenses are necessary, those
6 expenses must be necessarily incurred as a matter of course in litigation, not merely helpful or
7 advantageous in the particular case. *Bergmann v. Boyce*, 109 Nev. 670, 681-82, 856 P.2d 560
8 (1993) (denying juror analysis and witness preparation expenses).

10 Here, Plaintiff seeks \$1,669.70 representing mandatory parking during the trial and
11 lunches during depositions, trial preparation and trial. Although Mr. Dotson has to park his car
12 every day and eat lunch every day, during trial there is a cost to park his car when there is
13 normally not a cost to him. Additionally, during trial, trial preparation and depositions, there is a
14 cost associated with eating lunch which is not normally incurred by Mr. Dotson as he normally
15 goes home to eat lunch with his spouse every day.

17 V.

18 CONCLUSION

19 Plaintiff respectfully requests that the Court deny ISLAM's motion to retax and settle
20 costs and grant Plaintiff's costs as requested.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

Affirmation Pursuant to NRS 239B.030

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

Dated this 19 day of August, 2013.

LAXALT & NOMURA, LTD.



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

1 CERTIFICATE OF SERVICE

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

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

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

mwwray@markwraylaw.com

26 scohen@cohenjohnson.com
27 sjohnson@cohenjohnson.com
28 tkinnally@cohenjohnson.com

DATED this 19 day of August, 2013.


L. MORGAN BOGUMIL

1 **1030**
2 ROBERT A. DOTSON, ESQ.
3 Nevada State Bar No. 5285
4 rdotson@laxalt-nomura.com
5 ANGELA M. BADER, ESQ.
6 Nevada State Bar No. 5574
7 abader@laxalt-nomura.com
8 LAXALT & NOMURA, LTD.
9 9600 Gateway Drive
10 Reno, Nevada 89521
11 Tel: (775) 322-1170
12 Fax: (775) 322-1865
13 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B7

14 Plaintiff,

15 vs.

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

22 Defendants.

23 **AFFIDAVIT OF COUNSEL IN SUPPORT OF**
24 **PLAINTIFF'S OPPOSITION TO DEFENDANT**
25 **SUMONA ISLAM'S MOTION TO RETAX COSTS**

26 STATE OF NEVADA)
27) ss.
28 COUNTY OF WASHOE)

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

1. I am an attorney licensed to practice law in the State of Nevada and represent the


1 Plaintiff, Golden Road Motor Inn, Inc., a Nevada corporation d/b/a Atlantis Casino Resort Spa
2 ("Plaintiff"), in this action.

3 2. Attached hereto as Exhibit 1 is true and correct copy of an email chain between
4 Laxalt & Nomura, Ltd. employees which specifically explains and identifies how the costs for
5 preparation of the defense trial exhibit binders were entered as an office expense and not billed to
6 Plaintiff.

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

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

10 FURTHER YOUR AFFIANT SAYETH NAUGHT.

11 
12 ANGELA M. BADER

13 SUBSCRIBED and SWORN to before me
14 this 19 day of August, 2013.

15 
16 NOTARY PUBLIC



1 CERTIFICATE OF SERVICE

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

5 ☒ (BY MAIL) on all parties in said action, by placing a true copy thereof enclosed
6 in a sealed envelope in a designated area for outgoing mail, addressed as set forth
7 below. At the Law Offices of Laxalt & Nomura, mail placed in that designated
8 area is given the correct amount of postage and is deposited that same date in the
ordinary course of business, in a United States mailbox in the City of Reno,
County of Washoe, Nevada.

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

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

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

13 ☐ Reno/Carson Messenger Service.

14 ☒ By email to the email addresses below.

15 addressed as follows:

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

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

mwray@markwraylaw.com

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

23 DATED this 19 day of August, 2013.

24 
25 L. MORGAN BOGUMIL

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INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Email	3

FILED
Electronically
08-19-2013:03:48:54 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 3933606

EXHIBIT 1

EXHIBIT 1

Becky Groh

From: Becky Groh
Sent: Wednesday, June 26, 2013 3:01 PM
To: Andrea Dominguez
Cc: Morgan Bogumil; Deb Brink
Subject: RE: Cost of Supplies re trial binders
Andrea –

As Morgan indicated, we're going to bill opposing counsel for their trial binders as follows:

\$109.40 – copies: 1094 @ \$.10/pg.
\$ 7.80 – 78 index divider tabs @ \$.10/ea.
\$ 21.97 – Heavy-duty one-touch D-ring 4" binder
\$ 11.84 – Heavy-duty D-ring 3" binder
\$151.01 – to be billed to each attorney (2)

Also, 2188 (2 x 1094) of the copies made yesterday should be entered as office expense and not as 325.087 ... when the payment comes in, we will apply it as office expense reimbursement.

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.

From: Deb Brink
Sent: Wednesday, June 26, 2013 10:31 AM
To: Morgan Bogumil; Becky Groh
Cc: Angie Bader
Subject: RE: Cost of Supplies

Please make sure that billing (Andrea) and accounting (Becky) get a copy of the request for reimbursement so that they can apply any payment properly and to make certain that the Atlantis is not billed for those charges.

Thank you,

Deb Brink
Office Manager
Laxalt & Nomura, Ltd.
Phone: 775-322-1170, x 121
Fax: 775-322-1865
dbrink@laxalt-nomura.com

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

From: Morgan Bogumil

8/8/2013

Sent: Wednesday, June 26, 2013 10:27 AM
To: Becky Groh
Cc: Deb Brink; Angie Bader
Subject: Cost of Supplies

Becky,

We made Exhibit binders for Defendants' counsel in this matter, and we want to charge them for it. Can you give me the price for a 4 inch and a 3 inch binder, as well as divider tabs from 1-85? Thank you!!

We made 1094 copies and Andrea told me we bill Atlantis .10 per page, so my copy charge to them will be \$109.40

8/8/2013

1 **2010**
2 **ROBERT A. DOTSON, ESQ.**
3 Nevada State Bar No. 5285
4 rdotson@laxalt-nomura.com
5 **ANGELA M. BADER, ESQ.**
6 Nevada State Bar No. 5574
7 abader@laxalt-nomura.com
8 **LAXALT & NOMURA, LTD.**
9 9600 Gateway Drive
10 Reno, Nevada 89521
11 Tel: (775) 322-1170
12 Fax: (775) 322-1865
13 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

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14 Plaintiff,

15 vs.

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

22 Defendants.

23 **PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY'S FEES**

24 Plaintiff GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT
25 SPA ("Plaintiff" and/or "ATLANTIS"), by and through its attorneys, Laxalt & Nomura, Ltd.,
26 moves this Court for an award of costs and attorney's fees against Defendant SUMONA ISLAM
27 ("ISLAM"). This Motion is made and based upon the pleadings and papers on file herein, NRS
28 18.020, NRS 600A.060, NRCP 54(d), the attached Memorandum of Points and Authorities, and
the Memorandum of Costs and Affidavit of Counsel filed concurrently herewith.

1 **MEMORANDUM POINTS AND AUTHORITIES**

2 **I.**

3 **STATEMENT OF FACTS**

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

17 **II.**

18 **MOTION FOR COSTS**

19 As the Court found against Defendant ISLAM on two of Plaintiff's claims for relief and
20 awarded compensatory damages in the amount of \$23,874 and punitive damages in the amount
21 of \$20,000, Plaintiff is entitled to recover its costs incurred since the filing of its Complaint.

22 ///

23 ///

24 _____

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

1 NRS 18.020 provides:

2 Costs must be allowed of course to the prevailing party against any
3 adverse party against whom judgment is rendered, in the following
cases:

4 3. In an action for the recovery of money or damages, where
5 the plaintiff seeks to recover more than \$2,500.

6 Plaintiff's Complaint establishes that it sought to recover money damages in excess of
7 \$2,500 as it prayed for relief in excess of \$10,000 and it requested damages in excess of that
8 amount at trial. Furthermore, Plaintiff is the prevailing party as it succeeded on the main issue,
9 liability. *See Pangborn v. National Adv. Co.*, 93 Nev. 168, 170, 561 P.2d 456 (1977). *See, also,*
10 *Schouweiler v. Yancey Co.*, 101 Nev. 827, 832, 712 P.2d 786 (1985). (Plaintiff may pass costs of
11 prevailing defendants through to nonprevailing defendants pursuant to NRS 18.020) and
12 *Flamingo Realty v. Midwest Development*, 110 Nev. 984, 993, 879 P.2d 69, 74 (1994) (applying
13 rule in *Schouweiler*). Under the above provisions, costs awarded to prevailing parties are
14 mandatory. *Id. See, also, Semenza v. Caughlin Crafted Homes*, 111 Nev. 1089, 1096-97, 901
15 P.2d 684, 688-89 (1995). Plaintiff has incurred \$17,130.61 in costs since Plaintiff's Complaint
16 was filed². *See Exhibit 1 to Affidavit of Counsel, Verified Memorandum of Cost filed on August*
17 *5, 2013.*

18
19 III.

20 MOTION FOR ATTORNEY'S FEES

21 NRS 600A.060 (3) provides that upon a determination of willful and malicious
22 misappropriation the Court may also award reasonable attorney's fees to the prevailing party and
23 this Court has so found.³ As a prevailing party on a Trade Secret claim, in which the Court
24

25
26 ² Plaintiff also requests that the costs of the prevailing Defendant, GSR, be passed through Plaintiff to the non-
27 prevailing Defendant, ISLAM. Plaintiff believes apportionment of costs is unnecessary as the Plaintiff's claims
against GSR were intertwined with the Plaintiff's claims against ISLAM. *See Semenza v. Caughlin Crafted Homes,*
supra. *See also, Plaintiff's Opposition to Sumona Islam's Motion to Retax Costs filed on August 19, 2013.*

28 ³ NRS 600A.060 (3) and TOP at 16:18-20 and 17:11-17.

1 awarded punitive damages pursuant to willful and malicious misappropriation, the award of
2 Attorney's fees is supported by the facts, the statute and is appropriate. The Court ordered fees
3 to Plaintiff as part of its oral decision on the record. *See* Exhibit 1, TOP at p.17.

4 Plaintiff has incurred \$330,490.50 in fees from the inception of this case through the
5 conclusion of trial. *See* supporting Affidavit of Counsel.

6 Per NRCP 54(d)(2)(B), a fee motion must be supported by counsel's affidavit swearing
7 that the fees were actually and necessarily incurred and were reasonable and must contain
8 documentation concerning the amount of fees claimed and points and authorities addressing
9 appropriate factors be considered by the Court in deciding the motion. Proper factors to be
10 considered in making a determination as to the reasonable amount to be awarded for attorney's
11 fees are: (1) the qualities of the advocate, i.e., his ability, training, education, experience,
12 professional standing and skill, (2) the character of the work to be done, i.e., its difficulty,
13 intricacy, importance, the time and skill required, the responsibility imposed and the prominence
14 and character of the parties when they affect the importance of the litigation, (3) the work
15 actually performed by the lawyer, i.e., the skill, time and attention given to the work; and (4) the
16 result, i.e., whether the attorney was successful and what benefits were derived. *Brunzell v.*
17 *Golden Gate National Bank*, 85 Nev. 345, 349-350, 455 P.2d 31, 33 (1969); *see also*
18 *Schouweiler v. Yancey Co.*, *supra.*, 101 Nev. 827, 832, 712 P.2d 786 (1985).

19 Pursuant to the Affidavit of Counsel, the fees set forth above were reasonable and
20 actually and necessarily incurred. The Affidavit of Counsel also establishes that the factors to be
21 considered in an award of attorney's fees support the amount claimed. First, Laxalt & Nomura,
22 specifically Robert Dotson, has in excess of 19 years experience as a trained and competent
23 litigator. *See*, the Affidavit of Counsel and the biographical data statement of Robert Dotson
24 attached thereto as Exhibit 4. Second, this case was a complex and novel trade secret matter
25 between and involving casino competitors and a casino employee which is uniquely important to
26
27
28

1 the State of Nevada, a gaming State. Third, the work actually performed by the lawyers in
2 prosecuting and presenting a damages case in this trade secret matter required elevated detail,
3 attention and skill. Fourth, Laxalt & Nomura was successful in obtaining two Temporary
4 Restraining Orders and a stipulated Preliminary Injunction and prevailing against Defendant
5 ISLAM on the breach of contract and trade secret claims and in obtaining a punitive damage
6 award against her.
7

8 Finally, consistent with the *Semenza* case, *supra.*, apportionment of the attorney's fees
9 incurred by Plaintiff in pursuit of claims against ISLAM as opposed to those against GSR is
10 believed to be unnecessary because the efforts against both were so intertwined -- the claims
11 against GSR were all duplicative of the claims also pled against ISLAM. *Semenza v. Caughlin*
12 *Crafted Homes*, 111 Nev. 1098 (1995). Per the supporting Affidavit of Counsel, which also
13 includes the bill summaries attached thereto, an award of \$330,490.50 in attorney's fees is
14 appropriate. Should the Court so desire, Plaintiff can produce, *in camera*, detailed invoices of
15 the work performed. Such a production will necessarily occur, *in camera*, as they contain
16 privileged information.
17

18 IV.

19 CONCLUSION

20 Plaintiff has incurred significant attorney's fees in prosecuting this case over the course
21 of over nearly a year and a half. Plaintiff respectfully requests that the Court grant its costs
22 pursuant to NRS 18.020 in the amount of \$17,130.61 and attorney's fees pursuant to NRS
23 600A.400 in the amount of \$330,490.50.
24

25 ///

26 ///

27 ///

28 ///

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

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

4 Dated this 21 day of August, 2013.

5 LAXALT & NOMURA, LTD.

6 

7 ROBERT A. DOTSON
8 Nevada State Bar No. 5285
9 ANGELA M. BADER
10 Nevada State Bar No. 5574
11 9600 Gateway Drive
12 Reno, Nevada 89521
13 (775) 322-1170
14 Attorneys for Plaintiff
15
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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
ordinary course of business, in a United States mailbox in the City of Reno,
County of Washoe, Nevada.

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

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

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

14 ☐ Reno/Carson Messenger Service.

15 ☒ By email to the email addresses below.

16 addressed as follows:

17 Steven B. Cohen, Esq.
18 Stan Johnson, Esq.
19 Terry Kinnally, Esq.
Cohen-Johnson, LLC
20 255 E. Warm Springs Rd, Ste 100
Las Vegas, NV 89119

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

mwwray@markwraylaw.com

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

23 DATED this 21 day of August, 2013.

24 
25 L. MORGAN BOGUMIL

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INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Transcript of Proceedings	26

1 **1030**
2 ROBERT A. DOTSON, ESQ.
3 Nevada State Bar No. 5285
4 rdotson@laxalt-nomura.com
5 ANGELA M. BADER, ESQ.
6 Nevada State Bar No. 5574
7 abader@laxalt-nomura.com
8 LAXALT & NOMURA, LTD.
9 9600 Gateway Drive
10 Reno, Nevada 89521
11 Tel: (775) 322-1170
12 Fax: (775) 322-1865
13 Attorneys for Plaintiff

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

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

Case No.: CV12-01171

Dept No.: B7

14 Plaintiff,

15 vs.

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

22 Defendants.

21 **AFFIDAVIT OF COUNSEL IN SUPPORT OF**
22 **PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY'S FEES**

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

25 ROBERT A. DOTSON hereby affirms, under penalty of perjury, that the assertions
26 contained herein are true;

27 1. I am an adult, competent to testify to the contents of this Affidavit if called upon
28 to do so.

1 2. I am the lead attorney for the Plaintiff, GOLDEN ROAD MOTOR INN, INC.
2 d/b/a Atlantis Casino Resort Spa ("Plaintiff" and/or "ATLANTIS") in the above captioned
3 matter.

4 3. Since the commencement of this action through July 18, 2013, Laxalt & Nomura
5 attorneys and paralegals have invested the following hours in the firm's representation of the
6 Plaintiff (the fees charged, prior to professional discount, for each employees' time is also
7 shown):

8 **Total Hours and Fees:**

9 Robert Dotson (Partner):	679.3 hours	\$203,790.00
10 Angela Bader (Senior Attorney):	551.4 hours	\$137,850.00
11 Justin Vance (Associate)	40.5 hours	\$7,290.00
12 Chris Behling (Paralegal)	125.2 hours	\$15,024.00
13 Cindi Rabe (Paralegal)	3.9 hours	<u>\$468.00</u>

14 **Total Fees: \$364,422.00**

15 4. Since April of 2012, my client has incurred \$17,130.61 in costs and has incurred
16 an additional amount for the preparation of this Motion. See Plaintiff's Verified Memorandum
17 of Costs attached hereto as Exhibit 1.

18 5. Since April of 2012, my client has incurred \$330,490.50 in attorneys' fees and
19 has incurred additional attorneys' fees which have not yet been billed as additional fees have
20 been incurred for the preparation of this Motion.

21 6. All attorney's fees and costs incurred by my client were reasonable and actually
22 and necessarily incurred in order to prosecute this lawsuit against Defendants. Itemized time
23 records to the tenth of an hour were maintained by each time keeper referred to in paragraph 3.
24 Because the records are detailed, certain entries reflect the subject of confidential attorney-
25 client communications, attorney work product and other confidential matters. The bill
26 summaries attached hereto as Exhibit 2 are true and correct copies of summaries submitted to
27 my client with detailed invoices. As stated, those detailed invoices contain descriptions of the
28 work done, including attorney-client communications and work product and have therefore not

1 been produced. Any or all of the detailed invoices can be submitted to the Court for an *in*
2 *camera* review should it so direct.

3 7. Attached as Exhibit 3 is a spreadsheet itemizing the attorney's fees incurred by
4 my client as well as any discount given. My current standard rate is \$350/hour, however due to
5 the longstanding, over 20 year relationship between this firm and the client and my own 19
6 year relationship with the client, all rates were discounted. For this same reason, without
7 request, beginning in February, 2013 an additional professional discount was extended to my
8 client on fees incurred.

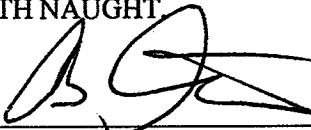
9 8. Because the claims prosecuted against Defendant GRAND SIERRA RESORT
10 ("GSR") were also prosecuted against Defendant SUMONA ISLAM ("ISLAM") and the
11 damages sought against both Defendants were overlapping with the exception of the
12 conversion claim against ISLAM, I believe the efforts to prosecute GSR were necessarily
13 intertwined with the efforts to prosecute ISLAM.

14 9. Attached as Exhibit 4 is a true and correct copy of my biographical data
15 statement.

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

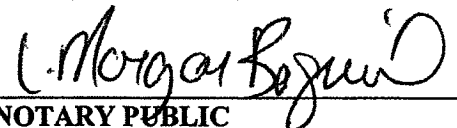
17 The undersigned does hereby affirm that the preceding document does not contain the
18 social security number of any person

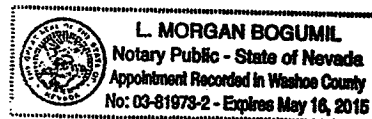
19 FURTHER YOUR AFFIANT SAYETH NAUGHT

20
21 

22 **ROBERT A. DOTSON**

23 SUBSCRIBED and SWORN to before me
24 this 21 day of August, 2013.

25 
26 **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 21 day of August, 2013.

28 
L. MORGAN BOGUMIL

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INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
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3	Attorney's Fees Spreadsheet	2
4	Biographical Data of Robert A. Dotson	8

EXHIBIT 1

FILED
Electronically
08-21-2013:05:13:38 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 3941821

EXHIBIT 1

FILED

Electronically

08-05-2013:10:52:30 AM

Joey Orduna Hastings

Clerk of the Court

Transaction # 3900298

1 1950

ROBERT A. DOTSON, ESQ.

2 Nevada State Bar No. 5285

rdotson@laxalt-nomura.com

3 ANGELA M. BADER, ESQ.

4 Nevada State Bar No. 5574

abader@laxalt-nomura.com

5 LAXALT & NOMURA, LTD.

9600 Gateway Drive

6 Reno, Nevada 89521

7 Tel: (775) 322-1170

8 Fax: (775) 322-1865

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
12 Corporation, d/b/a ATLANTIS CASINO
13 RESORT SPA

Case No.: CV12-01171

Dept No.: B6

14 Plaintiff,

15 vs.

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

Defendants.

22 **PLAINTIFF'S VERIFIED MEMORANDUM OF COSTS**

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

26	(1) Clerk fees (see Exhibit 1)	\$1,720.00
27	(2) Reporters' fees for depositions (see Exhibit 1)	\$8,336.95
28	(3) Jurors' fees	\$0.00
	(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
19		///	
20		///	
21		///	
22		///	
23		///	
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1 Affirmation Pursuant to NRS 239B.030

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

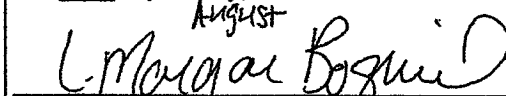
4
5 STATE OF NEVADA)
6 : ss.
7 COUNTY OF WASHOE)

8 ROBERT A. DOTSON being duly sworn, deposes and says that the items contained in
9 the above memorandum are correct, to the best of my knowledge and belief, and that the costs
10 have been necessarily incurred in said action or proceeding by GOLDEN ROAD MOTOR INN,
11 INC. d/b/a ATLANTIS CASINO RESORT SPA.
12 (NRS 18.020).

13 DATED: 8/5/13

14 
15 ROBERT A. DOTSON

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

18 
19 NOTARY PUBLIC



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CERTIFICATE OF SERVICE

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

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

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

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

mwray@markwraylaw.com

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

DATED this 5 day of August, 2013.


L. MORGAN BOGUMIL

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INDEX OF EXHIBITS

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1	Itemization of Costs and Receipts	62

EXHIBIT 2

FILED
Electronically
08-21-2013:05:13:38 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 3941821

EXHIBIT 2

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

May 9, 2012
Matter Number: 325 00087
INVOICE NUMBER: 31571

DEBRA B. ROBINSON, ESQ.
ATLANTIS CASINO RESORT
LEGAL DEPARTMENT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$0.00
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	36.90	\$9,763.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$1,541.70
Total for CURRENT PERIOD		\$11,304.70
Total Payments		\$0.00
AMOUNT DUE		\$11,304.70

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

June 12, 2012
Matter Number: 325 00087
INVOICE NUMBER: 31716

DEBRA B. ROBINSON, ESQ.
ATLANTIS CASINO RESORT
LEGAL DEPARTMENT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$11,304.70
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	66.20	\$18,172.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$524.35
Total for CURRENT PERIOD		\$18,696.35
Total Payments		\$11,034.70
AMOUNT DUE		\$18,966.35

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

July 10, 2012
Matter Number: 325 00087
INVOICE NUMBER: 31745

DEBRA B. ROBINSON, ESQ.
ATLANTIS CASINO RESORT
LEGAL DEPARTMENT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$18,966.35
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	27.10	\$6,892.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$13.68
Total for CURRENT PERIOD		\$6,905.68
Total Payments		\$18,966.35
AMOUNT DUE		\$6,905.68

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

August 7, 2012
Matter Number: 325 00087
INVOICE NUMBER: 31968

DEBRA B. ROBINSON, ESQ.
ATLANTIS CASINO RESORT
LEGAL DEPARTMENT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$6,905.68
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	38.20	\$10,406.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$184.49
Total for CURRENT PERIOD		\$10,590.49
Total Payments		\$0.00
AMOUNT DUE		\$17,496.17

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

September 11, 2012
Matter Number: 325 00087
INVOICE NUMBER: 32128

DEBRA B. ROBINSON, ESQ.
ATLANTIS CASINO RESORT
LEGAL DEPARTMENT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$17,496.17
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	77.90	\$20,040.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$3,417.90
Total for CURRENT PERIOD		\$23,457.90
Total Payments		\$17,496.17
AMOUNT DUE		\$23,457.90

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

October 5, 2012
Matter Number: 325 00087
INVOICE NUMBER: 32218

DEBRA B. ROBINSON, ESQ.
ATLANTIS CASINO RESORT
LEGAL DEPARTMENT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$23,457.90
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	17.60	\$4,680.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$454.39
Total for CURRENT PERIOD		\$5,134.39
Total Payments		\$23,457.90
AMOUNT DUE		\$5,134.39

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

November 6, 2012
Matter Number: 325 00087
INVOICE NUMBER: 32324

DEBRA B. ROBINSON, ESQ.
ATLANTIS CASINO RESORT
LEGAL DEPARTMENT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$5,134.39
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	79.30	\$17,697.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$441.57
Total for CURRENT PERIOD		\$18,138.57
Total Payments		\$0.00
AMOUNT DUE		\$23,072.96

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

December 7, 2012
Matter Number: 325 00087
INVOICE NUMBER: 32523

DEBRA B. ROBINSON, ESQ.
ATLANTIS CASINO RESORT
LEGAL DEPARTMENT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$23,072.96
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	42.40	\$10,282.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$701.85
Total for CURRENT PERIOD		\$10,983.85
Total Payments		\$4,934.39
AMOUNT DUE		\$29,122.42

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

January 8, 2013
Matter Number: 325 00087
INVOICE NUMBER: 32690

DEBRA B. ROBINSON, ESQ.
ATLANTIS CASINO RESORT
LEGAL DEPARTMENT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$29,122.42
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	49.90	\$11,921.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$130.25
Total for CURRENT PERIOD		\$12,051.25
Total Payments		\$29,122.42
AMOUNT DUE		\$12,051.25

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

February 13, 2013
Matter Number: 325 00087
INVOICE NUMBER: 32776

DEBRA B. ROBINSON, ESQ.
ATLANTIS CASINO RESORT
LEGAL DEPARTMENT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$12,051.25
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	114.90	\$28,359.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$874.99
Total for CURRENT PERIOD		\$29,233.99
Total Payments		\$12,051.25
AMOUNT DUE		\$29,233.99

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

March 5, 2013
Matter Number: 325 00087
INVOICE NUMBER: 32930

DEBRA B. ROBINSON, ESQ.
ATLANTIS CASINO RESORT
LEGAL DEPARTMENT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$29,233.99
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	94.40	\$23,960.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$1,771.86
Total for CURRENT PERIOD		\$25,731.86
Total Payments		\$0.00
15% Professional Discount on Attorney Fees		-\$3,594.00
AMOUNT DUE		\$51,371.85

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

April 9, 2013
Matter Number: 325 00087
INVOICE NUMBER: 33093

DEBRA B. ROBINSON, ESQ.
ATLANTIS CASINO RESORT
LEGAL DEPARTMENT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$54,965.85
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	136.50	\$34,242.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$402.76
Total for CURRENT PERIOD		\$34,644.76
Total Payments		\$0.00
Discount		\$5,136.30
AMOUNT DUE		\$80,880.31

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

May 7, 2013
Matter Number: 325 00087
INVOICE NUMBER: 33188

DIANNE LAWSON
ATLANTIS CASINO RESORT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$80,880.31
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	92.70	\$25,461.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$669.04
Total for CURRENT PERIOD		\$26,130.04
Total Payments		\$51,371.85
Discount		\$3,819.15
AMOUNT DUE		\$51,819.35

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

June 10, 2013
Matter Number: 325 00087
INVOICE NUMBER: 33320

DIANNE LAWSON
ATLANTIS CASINO RESORT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$51,819.35
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	101.80	\$28,245.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$3,265.00
Total for CURRENT PERIOD		\$31,510.00
Total Payments		\$29,508.46
Discount		\$4,236.75
AMOUNT DUE		\$49,584.14

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

July 9, 2013
Matter Number: 325 00087
INVOICE NUMBER: 33390

DIANNE LAWSON
ATLANTIS CASINO RESORT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$49,584.14
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	213.20	\$55,374.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$1,735.01
Total for CURRENT PERIOD		\$57,109.01
Total Payments		\$0.00
Discount		\$8,306.10
AMOUNT DUE		\$98,387.05

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

July 18, 2013
Matter Number: 325 00087
INVOICE NUMBER:

DIANNE LAWSON
ATLANTIS CASINO RESORT
3800 SOUTH VIRGINIA STREET
RENO, NV 89502

Bill Summary

Matter Number: 325 00087

Title: ATLANTIS CASINO RESORT v. SUMONA ISLAM and GSR, LLC
OUR CLIENT: GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS
CASINO RESORT
EMPLOYEE ID NO: 2308

Previous Balance:		\$98,387.05
Professional Services Rendered (See Attached List)	Hours	Fees
Total For The Above Services	211.30	\$58,928.00
Expenses (See Attached List)		Costs
Total For The Above Expenses		\$520.24
Total for CURRENT PERIOD		\$59,448.24
Total Payments		\$0.00
Discount		\$8,839.20
AMOUNT DUE		\$148,996.09

EXHIBIT 3

FILED
Electronically
08-21-2013:05:13:38 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 3941821

EXHIBIT 3

ATLANTIS v. ISLAM
FEES BILLED

DATE OF SERVICE	FEES CHARGED	DISCOUNT	FEES BILLED
April, 2012	\$9,763.00	\$0.00	\$9,763.00
May, 2012	\$18,172.00	\$0.00	\$18,172.00
June, 2012	\$6,892.00	\$0.00	\$6,892.00
July, 2012	\$10,406.00	\$0.00	\$10,406.00
August, 2012	\$20,040.00	\$0.00	\$20,040.00
September, 2012	\$4,680.00	\$0.00	\$4,680.00
October, 2012	\$17,697.00	\$0.00	\$17,697.00
November, 2012	\$10,282.00	\$0.00	\$10,282.00
December, 2012	\$11,921.00	\$0.00	\$11,921.00
January, 2013	\$28,359.00	\$0.00	\$28,359.00
February, 2013	\$23,960.00	\$3,594.00	\$20,366.00
March, 2013	\$34,242.00	\$5,136.30	\$29,105.70
April, 2013	\$25,461.00	\$3,819.15	\$21,641.85
May, 2013	\$28,245.00	\$4,236.75	\$24,008.25
June, 2013	\$55,374.00	\$8,306.10	\$47,067.90
July, 2013 (through 7/18/13)	\$58,928.00	\$8,839.20	\$50,088.80
TOTAL	\$364,422.00	\$33,931.50	\$330,490.50

EXHIBIT 4

FILED
Electronically
08-21-2013:05:13:38 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 3941821

EXHIBIT 4

Lawyer's Biographical Data Form
Laxalt & Nomura
8/20/2013

ROBERT A. DOTSON

Born Ames, Iowa; admitted to bar, 1994, Iowa, Nevada and U.S. District Court, District of Nevada. Education: Iowa State University (B.A., majors in political science and psychology, 1991); University of Iowa, School of Law, (J.D., with Distinction, 1994). Prosecuting Internship Kossuth County (1993); Member, Trial Advocacy Team (1993-1994). Member: State Bar of Nevada; State Bar ADR section; Washoe County Bar Association; Officer Washoe County Bar Association 2001-2007. President Washoe County Bar Association 2006-2007. Reno Chapter American Inns of Court (Master). Appointed chair of the short trial rules review committee by the Nevada Supreme Court. Completion of ABA National Trial Academy (2002). Appointed Member of the Nevada Supreme Court Bench Bar Committee (2009-2014). Currently serving as the appointed Civil Bar Chair of the Second Judicial District Court Bench Bar Committee (2013 -).

Mr. Dotson joined the firm of Laxalt & Nomura after completion of law school at the University of Iowa in 1994. He practices general civil litigation, including product liability, employment, premises liability, and commercial disputes. He served as the firm's Managing Partner from 2001 to 2009. In addition to the trials listed below he has litigated to conclusion numerous arbitrations and evidentiary hearings.

I. Legal Articles or Treatises

- Unbiased, Independent and Safe Judiciary is Critical to Our Justice System, July/ August 2006, The Writ, an Official Publication of the Washoe County Bar Association;
- Do You Remember What Your Kids Look Like? September 2006, The Writ, an Official Publication of the Washoe County Bar Association;
- What Do You Think is the Most Important Attribute in a Lawyer?, October 2006, The Writ, an Official Publication of the Washoe County Bar Association;
- How Do I Become a Better Lawyer?, November 2006, The Writ, an Official Publication of the Washoe County Bar Association;
- Judicial Independence: Then Now and in the Future, December 2006, The Writ, an Official Publication of the Washoe County Bar Association;
- New Year's Resolutions and Thoughts, January 2007, The Writ, an Official Publication of the Washoe County Bar Association;
- The Future of the Practice of Law, February 2007, The Writ, an Official Publication of the Washoe County Bar Association;
- The Role of Advertisements in the Practice of Law, March 2007, The Writ, an Official Publication of the Washoe County Bar Association;
- Renew, Reuse and Recycle, April 2007, The Writ, an Official Publication of the Washoe County Bar Association;
- Law Day 2007 • Now That You Are 18: A Survival Guide, May 2007, The Writ, an Official Publication of the Washoe County Bar Association;
- All Good Things Must Come to an End: the Dotson Manifesto, June 2007, The Writ, an Official Publication of the Washoe County Bar Association;

II. Jury Trials (tried to verdict unless otherwise described)

- First chair two criminal jury trials, battery and burglary as prosecuting intern (1993);
- *Russel v. AR Gaming*, premises liability case, Plaintiff verdict (1997);
- *Stokes v. Reno-Sparks Cab*, malicious prosecution and wrongful arrest case, Plaintiff verdict for nominal amount (1997);
- *Erdman v. Algona Manor*, Nursing home malpractice/ molestation case, confidential settlement seven days into trial; favorable result (1998);
- *Nicolaus v. Westside Transportation*, auto liability case involving two tractor-trailers, Plaintiff verdict (1999);
- *Witt v. Sands Hotel & Casino*, premises liability case, Defense verdict (1999).
- *Hill v. Toys R Us*, premises liability case, Plaintiff verdict (2000);
- *White v. SaniHut*, auto liability case, Defense verdict (2001);

Lawyer's Biographical Data Form

Laxalt & Nomura

8/20/2013

- *Vertner v. Aramark Sports and Entertainment*, wrongful termination case, FRCP 50 Defense verdict (2002);
- *Larson v. City of Reno*, auto liability case, Defense verdict (2004);
- *Rasner/Price v. Carson City Nugget, Sammy Phelps*, premises liability case, Plaintiff verdict (2005);
- *Helle v. Core Home Health Systems of Nevada, Inc. et al.*; malpractice case, NRCP 50 Defense verdict (2006).
- *McCunn v. Hiss*, medical malpractice case, Defense verdict (2006);
- *Simonds v. Golden Road Motor Inn, Inc., dba Atlantis Casino Resort*, Defense verdict (2008);
- *Rajun Cajun v. United Finance*, Defense verdict (2008);
- *Helle v. Core Home Health Systems of Nevada, Inc.*; malpractice case, Defense verdict (2010).

III. Bench Trials (tried to Judgment unless otherwise described)

- Represented the state of Iowa in over 60 bench trials as prosecuting intern (1993).
- *Mitchell v. Jacoboni* (1997), Defended defective pool design claim;
- *City of Sparks v. Richardson*, Defense verdict (1997);
- *Tetzloff v. Sparks Nugget*, Defense verdict (1998);
- *State of Nevada v. Amador Stage Lines*, Plaintiff verdict, vacated on appeal (2000);
- *Neuhaus v. Gunnerman*, Contract dispute with allegations of misrepresentation (2008);
- *McClelland v. Power Realty*, Commercial dispute, Plaintiff verdict (2009);
- *Metcalf Builders v. Belvedere, LLC*, Bifurcated priority trial on mechanics lien, commercial dispute (2009).
- *Metcalf Builders v. Belvedere, LLC*, Second phase of bifurcated trial, settled on the first day of trial (2011).
- *JSA, LLC v. Golden Gaming, Inc.*, Commercial/contract dispute, Defense verdict (2011)

IV. Administrative Hearings of note Tried to Conclusion

- *State of Nevada v. Amador Stage Lines*, Defense of fuel violations before the Department of Motor Vehicles (2000).
- *Southern Nevada Water Authority (SNWA) Water Appropriation Hearing* before the State Engineer, including applications filed by SNWA in Spring Valley, Cave Valley, Dry Lake Valley, and Delamar Valley (September - November 2011).

V. Appellate Cases

- *Russel v. AR Gaming*, Supreme Court of the State of Nevada;
- *Beckwith v. State Farm Fire & Cas. Co.*, Supreme Court of the State of Nevada;
- *Hill vs. Toys R Us*, Supreme Court of the State of Nevada;
- *Janison v. Washington Mutual*, Supreme Court of the State of Nevada;
- *Peters v. Aramark Uniform and Career Apparel, Inc.*, U.S. Court of Appeals for the Ninth Circuit;
- *Coles v. Aramark Sports and Entertainment Group, Inc.*, U.S. Court of Appeals for the Ninth Circuit;
- *Helle v. Core Home Health Care of Nevada*, Supreme Court of the State of Nevada;
- *San Juan v. PSC Industrial Outsourcing*, Supreme Court of the State of Nevada,
- *Private Media Group, Inc. v. Eighth Judicial District Court*, Supreme Court of the State of Nevada Case No. 57266;
- *JSA, LLC v. Golden Gaming, Inc.*, Supreme Court of the State of Nevada Case No. 58074.
- *Consipio Holding, BV v. Johan Calrberg, et al.*, Supreme Court of the State of Nevada Case No. 58128;
- *Private Media Group, Inc. v. Consipio Holding, BV, et. al.*, Supreme Court of the State of Nevada Case No. 59091;
- *Treasury Solutions v. Upromise*, U.S. Court of Appeals for the Ninth Circuit.

VI. Professional Activities (Teaching or Lecturing)

- State Bar of Nevada
- State Bar ADR section
- Washoe County Bar Association
- Officer Washoe County Bar Association (2001-2007)
- President Washoe County Bar Association (2006-2007)
- Appointed chair of the short trial rules review committee by the Supreme Court of Nevada.

Lawyer's Biographical Data Form
Laxalt & Nomura
8/20/2013

- Completed American Bar Association National Trial Academy course (2002).
- Speaker and Instructor of State Bar of Nevada Trial Academy (2010, 2012, and 2013)
- Group Leader Inns of Court (2011, 2012 and 2013)

VII. Bar Activities / Memberships

- Member of State Bar of Nevada
- State Bar ADR section
- Washoe County Bar Association
- Officer Washoe County Bar Association (2001-2007)
- President Washoe County Bar Association (2006-2007)
- Appointed chair of the short trial rules review committee by the Supreme Court of Nevada.
- Completed American Bar Association National Trial Academy course (2002)
- Nevada Supreme Court Bench Bar Committee (2009-2014)
- American Inns of Court, Master (2011 - ongoing)

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

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

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

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

Case No.: CV12-01171

Dept No.: B7

13 Plaintiff,

14 vs.

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

Defendants.

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

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

26 ///

27 ///

28 ///

1 **Findings of Fact**

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

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

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

24 4. On April 15, 2008, in conjunction with commencing her employment with
25 ATLANTIS, ISLAM executed the ATLANTIS Company Policy regarding Company Property,
26 Proprietary Information, and Trade Secrets (hereinafter referred to as "Trade Secret
27 Agreement"). This agreement, including any updates, was again signed by ISLAM on January
28 23, 2009, February 26, 2010 and January 19, 2011. This agreement provides that any improper

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 33. The ATLANTIS reasonably initiated litigation.

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

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

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

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

6 CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **Conversion of Property as to ISLAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 ///

28 ///

1 **Declaratory Relief**

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

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

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

11 **Proof of Damages**

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

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

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

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

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

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

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

7 **Punitive Damages**

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

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

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

23 **Attorney Fee Award**

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

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

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

3 **Injunctive Relief**

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

14 **CONCLUSION**

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

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

17
18 
19 DISTRICT JUDGE

20 Respectfully submitted,
21 LAXALT & NOMURA, LTD
22

23 By: _____
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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 Nevada Case No.: CV12-01171
12 Corporation, d/b/a ATLANTIS CASINO
13 RESORT SPA Dept No.: B7

14 Plaintiff,

15 vs.

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

22 Defendants.

23 **NOTICE TO SET STATUS HEARING**

24 TO: Defendant SUMONA ISLAM, and to her counsel of record, Mark Wray, Esq.

25 TO: Defendant MEI-GSR HOLDINGS LLC d/b/a GRAND SIERRA RESORT, and to its
26 counsel of record Cohen/Johnson.

27 YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that the undersigned will
28 appear telephonically before the above-entitled Court on Tuesday, September 3, 2013 at 4:00
p.m., to set a date for a status hearing. Counsel Wray and Cohen/Johnson will attend
telephonically as well.

The undersigned certifies that the above-entitled matter is at issue.

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

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

4 Dated this 29 day of August, 2013.

5 LAXALT & NOMURA, LTD.

6 

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8 Nevada State Bar No. 5285
9 ANGELA M. BADER
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14 Attorneys for Plaintiff
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28

1 CERTIFICATE OF SERVICE

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

5 ☒ (BY MAIL) on all parties in said action, by placing a true copy thereof enclosed
6 in a sealed envelope in a designated area for outgoing mail, addressed as set forth
7 below. At the Law Offices of Laxalt & Nomura, mail placed in that designated
8 area is given the correct amount of postage and is deposited that same date in the
ordinary course of business, in a United States mailbox in the City of Reno,
County of Washoe, Nevada.

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

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

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

14 ☐ Reno/Carson Messenger Service.

15 ☒ By email to the email addresses below.

16 addressed as follows:

17 Steven B. Cohen, Esq.
18 Stan Johnson, Esq.
19 Terry Kinnally, Esq.
20 Cohen-Johnson, LLC
21 255 E. Warm Springs Rd, Ste 100
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tkinnally@cohenjohnson.com

23 DATED this 29 day of August, 2013.

24 
25 L. MORGAN BOGUMIL
26
27
28

1 **1830**
2 **MARK WRAY, #4425**
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5 **Reno, Nevada 89509**
6 **(775) 348-8877**
7 **(775) 348-8351 fax**
8 **Attorneys for Defendant SUMONA ISLAM**

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

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

16
17 **Plaintiff,**

Case No. CV12-01171

18
19 **vs.**

Dept. B7

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

27 **Defendants.**
28 _____/

29 **DEFENDANT SUMONA ISLAM'S REPLY IN SUPPORT OF MOTION TO**
30 **RETAX COSTS**

31 **As her reply to the opposition of the Atlantis to Islam's motion to retax costs,**
32 **Islam offers the following points:**

- 33 **1. The Pass Through Concept Does Not Apply in this Case**

1 The position of the Atlantis in its opposition violates the plain language of NRCPC
2 68(f)(1), which states that one penalty for failing to accept a reasonable offer of
3 settlement is "the offeree cannot recover any costs or attorney's fees and shall not
4 recover interest for the period after the service of the offer and before the judgment . . .".
5 The Atlantis is seeking to recover from Islam the costs that the Grand Sierra is allowed
6 to recover from the Atlantis. The position of the Atlantis is contrary to the plain
7 language of the rule, and also would defeat the purpose of offers of judgment, which is
8 to punish parties that reject offers of judgment they should have accepted. *Dillard Dept.*
9 *Stores, Inc. v. Beckwith*, 115 Nev. 372, 382, 989 P.2d 882, 888 (1999). There will be no
10 punishment of the Atlantis if the Atlantis can pass through costs to Islam.

11 The cases cited by the Atlantis that allow a pass through of costs from a
12 prevailing defendant to a non-prevailing defendant do not involve a Rule 68 offer of
13 judgment and therefore are inapposite. *See, Semenza v. Caughlin Crafted Homes*, 111
14 Nev. 1089, 901 P.2d 684 (1985); *Schouweiler v. Yancey Co.*, 101 Nev. 827, 712 P.2d
15 786 (1985); *Flamingo Realty, Inc. v. Midwest Dev.*, 110 Nev. 984, 993, 879 P.2d 69, 74
16 (1994).

17 In addition, as correctly stated in the opposition, Islam disagrees that the rationale
18 behind *Schouweiler* applies in the instant case. *Schouweiler*, the case relied on in both
19 *Semenza* and *Flamingo*, involved a plaintiff suing multiple defendants in a construction
20 defect scenario, and its holding should be limited to such cases.

21 2. Almost All the Costs Should Be Apportioned to the Case Versus the
22 Grand Sierra

23 As to apportionment of costs, the court is obliged to attempt to apportion costs in
24 a case involving multiple defendants, and if there is no apportionment, to make findings
25 why apportionment is impractical. *NRS 18.050; Mayfield v. Koroghli*, 124 Nev. 343,
26 353, 184 P.3d 362, 369 (2008). Islam has suggested that no more than 10% of the costs
27 incurred by the Atlantis should be apportioned to Islam, because in comparison to the
28 issues between the casinos, the case against Islam was relatively simple. As the three-

1 week trial demonstrated, nearly all the contested issues in the case that involved
2 significant time and expense were related to the dispute between the casinos over the
3 hiring of Islam, the enforceability of the non-compete, the alleged use of proprietary
4 and trade secret information and the alleged value of the information. The Atlantis was
5 trying to make a case against the Grand Sierra, and spent gobs of money in that attempt.
6 The apportionment of costs on a ratio of 90% to the Grand Sierra case is appropriate.

7 **3. Islam Still Contends She Already Paid for Photocopies of the Trial**
8 **Exhibits**

9 The opposition asserts that Islam has not already paid for the photocopies of
10 exhibits included in the trial exhibit binders. This assertion does not make sense,
11 however, because if the 5,429 photocopies allegedly made between June 24 and 27 do
12 not include the photocopies for the exhibit binders that were completed on June 27,
13 then the Atlantis has given absolutely no explanation what those 5,429 photocopies in
14 that three-day period would be for. Islam asserts she paid for her 1,094 photocopies,
15 plus the 1,094 photocopies for the Grand Sierra, and is entitled to a credit of 10 cents
16 per photocopy, or \$218.80.

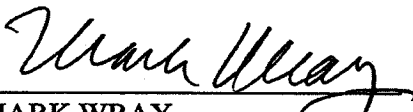
17 **4. Parking and Lunches Are Overhead Items, Not Recoverable Costs**

18 Finally, Islam disagrees that parking and lunches during depositions, court
19 hearings, and trial are recoverable costs, as opposed to firm overhead. Neither Islam
20 nor the Atlantis has cited any Nevada case authority, although the court in *Ferrell v.*
21 *County of San Diego*, 90 Cal.App.4th 537, 544, 108 Cal.Rptr.2d 681, 685-686 (2001)
22 held that under California statute parking fees and meals are not recoverable litigation
23 costs.

24 DATED: September 3, 2013

LAW OFFICES OF MARK WRAY

25
26
27 By



MARK WRAY

Attorney for Defendant SUMONA ISLAM

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Angela M. Bader
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AFFIRMATION

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

DATED: Sept. 3, 2013

Mark Wray
MARK WRAY

1 **2645**
2 **MARK WRAY, #4425**
3 **LAW OFFICES OF MARK WRAY**
4 **608 Lander Street**
5 **Reno, Nevada 89509**
6 **(775) 348-8877**
7 **(775) 348-8351 fax**
8 **Attorneys for Defendant SUMONA ISLAM**

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

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

16 **Plaintiff,**

Case No. CV12-01171

17 **vs.**

Dept. B7

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

25 **Defendants.**

26 **ISLAM'S OPPOSITION TO ATLANTIS' MOTION FOR ATTORNEY'S FEES**
27 **AND COSTS**

28 **As her objection and opposition to the motion of the Atlantis for attorneys fees and**
costs, Sumona Islam asserts the following:

1 1. Because the Amount of Attorneys Fees Sought Is Disproportionately
2 High Compared to the Amount of the Damages Awarded, in the
3 Interest of Fairness, the Amount of Fees that May Be Awarded Should
4 Be Reduced

5 The compensatory damages awarded against Islam were \$23,874 and the punitive
6 damages \$20,000, for a total of \$43,874.

7 The Atlantis is asking the Court to award attorneys fees of \$330,490.50 plus
8 \$17,130.61 of its own costs plus whatever costs were incurred by the Grand Sierra, all of
9 which will likely total in the neighborhood of \$375,000.

10 The potential award of attorneys fees and costs thus is far more significant in real
11 terms than all the litigation that preceded it, because the award of damages against Islam
12 is relatively insignificant compared to the amount of attorneys fees that the Atlantis
13 claims it has incurred in litigating against Islam. In fact, the amount of fees requested is
14 incongruous and disproportionate to the damage award. To put the matter in perspective,
15 the Atlantis spent three weeks in trial with over a dozen witnesses to prove damages of
16 \$43,874, and now seeks an additional sum of \$330,490.50 – about eight times the damage
17 award – without presenting any competent or admissible evidence whatsoever.

18 The award of an amount of attorneys fees is within the Court's discretion, but this
19 discretion cannot be exercised contrary to guiding legal principles. *Bergmann v. Boyce*,
20 109 Nev. 670, 674, 856 P.2d 560 (1993). Factors to be considered in an award include
21 the qualities of the advocate, the character of the work done, the work actually
22 performed, and the result. *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455
23 P.2d 31, 33 (1969). As to the character of the work, work actually done and the result,
24 the Atlantis did not spend hundreds of thousands of dollars to recover a judgment against
25 Islam. The principal target of this case always has been the Grand Sierra. For example,
26 the Atlantis seeks to justify the amount of fees it is requesting, and also seeks to
27 demonstrate how successful it allegedly has been in prosecuting this action, by pointing
28 out that the Atlantis applied for, and was granted, a temporary restraining order on May
 9, 2012. *See Motion, p. 2*. Yet as the Court is well aware, the Atlantis contacted only

1 counsel for the Grand Sierra about that application. The Hon. Brent Adams, District
2 Judge, issued the restraining order against Islam although the Atlantis made no attempt to
3 show that Islam had notice. The order was issued without Islam even knowing about it,
4 because, in the eyes of the other parties and the court, Islam was, at most, a side show.
5 The main event was the dispute between the Atlantis and the Grand Sierra. From the
6 outset, Islam's role was as an incidental character involved in a much larger dispute. It is
7 absurdly unfair and unreasonable for the Atlantis now to assert that all of its hundreds of
8 thousands of dollars of attorney fees incurred in a losing battle against the Grand Sierra
9 should be assessed against Islam.

10 The amount of attorneys fees awarded is with the Court's discretion but the
11 exercise of that discretion is to be tempered by reason and fairness. *Shuette v. Beazer*
12 *Homes Holdings Corp.*, 121 Nev. 837, 864-865, 124 P.3d 530, 548 (2005), citing
13 *University of Nevada v. Tarkanian*, 110 Nev. 581, 594, 591, 879 P.2d 1180, 1188 (1994).
14 To meet anyone's standard of fairness and reasonableness, the vast majority of fees
15 requested by the Atlantis as against Islam must be disallowed.

16 Islam also prevailed on significant claims and defenses, including the Atlantis
17 claims for breach of the non-compete agreement, conversion, interference with contract
18 and interference with prospective economic advantage. Under the *Brunzell* factors, the
19 Atlantis did not succeed on the merits of several claims against Islam.

20 Furthermore, an unknown, but undoubtedly significant, portion of the fees that the
21 Atlantis seeks to be awarded had to be incurred in seeking to obtain, and enforce, an
22 unlawful restraining order and injunction, by which Islam was unjustly restrained from
23 working for an entire year under a void non-compete agreement. The Atlantis should not
24 be seeking to recover the amount of fees to pursue an unlawful injunction, and indeed,
25 Islam should be entitled to damages for being wrongly enjoined.

26 Even if there were a proper motion filed, the Atlantis should not be entitled to the
27 fees it is claiming based on the circumstances of this case and the principles that govern
28 attorneys fees motions.

1 **2. The Court Should Deny the Motion Based on Lack of Documentation**

2 NRCp 54(d)(2)(B) states that a motion for attorney's fees must include
3 "documentation concerning the amount of fees claimed." Cases confirm this
4 requirement. *See, e.g., Sandy Valley Assocs. v. Sky Ranch Estates Owners Ass'n*, 117
5 Nev. 948, 956, 35 P.2d 964, 969 (confirming the procedure of providing documentation
6 as to the amount sought to be awarded); *Beattie v. Thomas*, 99 Nev. 579, 589, 668 P.2d
7 268, 274 (1983) (finding it is an abuse of discretion to award the full amount of requested
8 attorney fees without making findings based on evidence that the attorney's fees sought
9 are reasonable and justified).

10 In his affidavit attached to the Atlantis motion, counsel for the Atlantis provides
11 bill summaries for the time spent by his firm, consisting only of dollar amounts, posted
12 on a monthly basis, without any itemization of any fees incurred. The rationale for
13 providing only total dollar amounts is that the invoices contain information that is
14 "attorney-client communications and work product and have therefore not been
15 produced." *See, Dotson Aff.*, ¶6.

16 Islam objects to being required to file an opposition to a motion for attorneys fees
17 where the only supporting "evidence" is a conclusory and summary affidavit of counsel
18 with dollar totals. Should the Atlantis have wished to shield alleged attorney-client and
19 work product information in its attorneys billings from disclosure to the other side, the
20 Atlantis could do so, by withdrawing the instant motion and not seeking an award of fees.
21 In seeking an award of fees, however, the Atlantis was obligated to produce documentary
22 evidence in support of that claim, and the Atlantis deliberately refused to do so. The
23 Atlantis has no right to be awarded attorneys fees without producing evidence. *See,*
24 *NRCp 54(d)(2)(B)*. Islam therefore objects to the motion based on failure to produce the
25 requisite admissible and competent documentary evidence.

26 It is no solution for the Atlantis to provide the real itemization to the Court for *in*
27 *camera* review, as proposed by the Atlantis motion. Islam is entitled to contest fees that
28 are unreasonable, which she cannot do if she is prevented from seeing the itemization.

1 The Court obviously is not in the same position as Islam to determine which fees
2 are reasonable in amount and which are not. The Court would not have knowledge of the
3 propriety of many of the time entries for which the Atlantis seeks to recover fees, such as
4 depositions, correspondence, and communications between counsel. The Court would
5 have 17 months of legal bills to review, and be required to go through each and every
6 item, without knowing whether any of the items might be improper in amount. In
7 contrast, Islam would know, or have reason to know, from having participated in this
8 case, whether certain itemizations are improper. The Court would have benefitted from
9 having Islam point out any itemizations are considered to be unreasonable, instead of
10 trying to read through hundreds of time entries with no idea which ones might be
11 challengeable as improper. Providing the itemizations to Islam not would have been
12 proper, it would have saved vast amounts of time for the Court, and would have allowed
13 Islam her Due Process rights to examine the evidence against her.

14 Based solely on the monthly dollar amounts produced by the Atlantis, there is no
15 basis for the Court or Islam to analyze the reasonableness of the fees requested, and the
16 failure to produce an itemization made it impossible for Islam to prepare a proper
17 opposition to the amounts requested. The motion therefore should be denied.

18 **3. The Fees Are Grossly Unreasonable in Amount**

19 The Grand Sierra has not filed a motion for fees, and therefore, the only
20 information that Islam has available for purposes of judging the relative reasonableness
21 of the attorneys fees requested by the Atlantis are the billings of Islam's own counsel.
22 The fees incurred in this action by Islam's counsel were the relatively modest sum of
23 \$98,475. *See Wray Decl., attached.* The Atlantis is claiming more than three times that
24 amount, which by comparison, makes the amount of fees claimed by the Atlantis fees
25 unreasonable on its face.

26 It is particularly unfair for the Atlantis to put Islam in the position of having to
27 oppose the motion for fees in this case without benefit of documentation because the
28 Atlantis is asserting that the claims against Islam and the claims against the Grand Sierra

1 are so "intertwined" that the fees devoted to work on matters against the Grand Sierra
2 versus matters against Islam cannot be separated. The allegation that the matters are so
3 "intertwined" that no separation is possible obviously cannot be tested where there is zero
4 documentation produced by the Atlantis to support that claim. Due Process requires
5 more than the naked assertion by the Atlantis that its "intertwining" argument is right.
6 The rules required the Atlantis to produce evidence to support its assertion, or else the
7 motion should not have been filed in the first place. *See NRCPP 54(d)(2)*.

8 **4. Conclusion**

9 Especially in a case where the attorneys fees being requested dwarf the amount of
10 the judgment, the amount of fees should be very closely scrutinized, an inquiry which the
11 Atlantis refuses to allow Islam to perform. The motion for fees does not include the
12 requisite proof, the amount requested is grossly unreasonable on its face, and the attempt
13 to recover all the attorneys fees incurred in this action in litigating against the main
14 defendant -- the Grand Sierra -- is patently unreasonable.

15 Islam further incorporates each of her arguments in support of her motion to retax
16 costs as to the grounds for disallowing the Atlantis request for costs, and asks that the
17 motion for fees and costs be denied.

18 Respectfully submitted,

19 DATED: Sept. 3, 2013 LAW OFFICES OF MARK WRAY

20
21 By Mark Wray
22 MARK WRAY
23 Attorney for Defendant SUMONA ISLAM
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CERTIFICATE OF SERVICE

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

Robert A. Dotson
Angela M. Bader
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521

Stan Johnson
Terry Kinally
Cohen/Johnson
255 E. Warm Springs Road, Suite 100
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: Sept. 3, 2013

Mark Wray
MARK WRAY

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INDEX OF EXHIBITS

Exhibit 1 5/26/12 to 8/01/13 invoices

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EXHIBIT 1

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Sumona Islam
1850 Stetson Dr
Reno NV 89521
Re: Atlantis Casino

INVOICE

Date	INVOICE #
2/26/2013	12269

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
2/13/2013	Receive and review Opposition to Motion to Dissolve Preliminary Injunction and Motion to Extend Preliminary Injunction; discuss same with Partner	0.3	75.00	Angeline M. Peterson	22.50
2/14/2013	Receive and review letter from Terry Kinnally to Angie Bader re: discovery responses	0.2	75.00	Angeline M. Peterson	15.00
2/15/2013	Receive and review Order Confirming Pretrial Conference; calendar new date	0.2	75.00	Angeline M. Peterson	15.00
2/17/2013	Work on supplemental opposition to Atlantis motion for partial summary judgment	0.6	250.00	Mark Wray	150.00
2/18/2013	Continue drafting supplement to opposition to Atlantis motion for summary judgment	2.5	250.00	Mark Wray	625.00
2/19/2013	Review Supplemental Opposition to Motion for Summary Judgment; electronically file same; receive and review GSR's Supplemental Opposition to Motion for Summary Judgment	0.4	75.00	Angeline M. Peterson	30.00
2/20/2013	Receive and review Order re: Motion to Compel; discuss same with Partner; email communication with Sumona Islam re: Supplemental Opposition to Motion for Partial Summary Judgment and Opposition to Motion to Dissolve Preliminary Injunction	0.4	75.00	Angeline M. Peterson	30.00
2/21/2013	Prepare Notice of Entry of Order	0.2	75.00	Angeline M. Peterson	15.00
2/22/2013	Receive and analyze Atlantis opposition to motion to dissolve injunction, outline points for reply	0.5	250.00	Mark Wray	125.00
2/22/2013	Electronically file Notice of Entry of Order; email communication with counsel re: same; email communication with Sumona Islam re: same	0.3	75.00	Angeline M. Peterson	22.50
2/24/2013	Study opposition filed by Atlantis, review Fiukel case again, research and draft reply brief, direct service and filing of same	1	250.00	Mark Wray	250.00
2/25/2013	Draft opposition to Atlantis motion to extend preliminary injunction	0.6	250.00	Mark Wray	150.00
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	

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INVOICE

Date	INVOICE #
2/26/2013	12269

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
2/25/2013	Review Reply in Support of Motion to Dissolve Preliminary Injunction and Opposition to Motion for Motion to Continue; electronically file same; email communication with Sumona Islam re: same	0.3	75.00	Angeline M. Peterson	22.50
1/29/2013	Deposition of Christian Ambrose		627.80		627.80
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.					Total \$4,555.30

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Sumona Islam
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 Reno NV 89521
 Re: Atlantis Casino

INVOICE

Date	INVOICE #
3/26/2013	12339

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
2/27/2013	Telephone conversation with Sumona Islam re: Atlantis' Counter Motion to Extend Preliminary Injunction	0.2	75.00	Angeline M. Peterson	15.00
3/1/2013	Telephone conversation with Sumona Islam re: update on GSR's opposition to Countermotion to Extend Preliminary Injunction	0.1	75.00	Angeline M. Peterson	7.50
3/4/2013	Receive and review Reply in Support of Motion for Preliminary Injunction; discuss same with Partner; edit Request for Submission; electronically file same; email communication with Sumona Islam re: same	0.5	75.00	Angeline M. Peterson	37.50
3/6/2013	Read and analyze letter from attorney Bader over discovery dispute relating to request for production of documents by Islam, work on motion to compel, phone call to Bader about additional disclosures, read Atlantis supplemental disclosures concerning damage analysis	1.4	250.00	Mark Wray	350.00
3/7/2013	Study March 1 letter from attorney Bader, forward Feb. 5 Wray letter, March 1 Bader letter and amended discovery responses to client for review and input, conference call meet and confer attempt with Ms. Bader on discovery disputes	1.3	250.00	Mark Wray	325.00
3/7/2013	Read and analyze GCB file, compare to records in civil discovery file	1.5	250.00	Mark Wray	375.00
3/11/2013	Receive and review email from attorney Bader about stipulation requesting permission to exceed page limit on summary judgment motion, review court's pretrial order, sign stipulation and email to Ms. Bader	0.4	250.00	Mark Wray	100.00
3/11/2013	Phone call with Ms. Islam about Atlantis and GCB and other case matters	0.5	250.00	Mark Wray	125.00 100
3/11/2013	Telephone conversation with Sumona Islam re: preliminary injunction and upcoming hearing; receive and review Plaintiff's 14th Supplemental Disclosures; receive and review Stipulation to Exceed Page Limitations; analyze correspondence and documents between Debra Robinson and Gaming Control Board and compare to the disclosures given by the GCB	1.1	75.00	Angeline M. Peterson	82.50 50
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	

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INVOICE

Date	INVOICE #
3/26/2013	12339

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
3/13/2013	Emails with Terry Kinally, counsel for Grand Sierra, about meet and confer conference this afternoon, read portions of letter from Angie Bader on the meet and confer issues, attend teleconference on same	1.2	250.00	Mark Wray	300.00
3/13/2013	Receive and review discovery requests from Plaintiff to Grand Sierra and Ms. Islam; Calendar deadline to respond	0.3	75.00	Theresa A. Moore	22.50
3/14/2013	Emails with Ms. Islam about responses to requests for admission	0.2	250.00	Mark Wray	50.00
3/15/2013	Emails to other counsel in the Islam case about Bob Woods' deposition	0.1	250.00	Mark Wray	25.00
3/16/2013	Receive and read interrogatories, requests for admission and requests for production, prepare instructions to Ms. Islam on responding to same, email instructions to Ms. Islam, review letters from other counsel on discovery matters after last meet and confer session	1.3	250.00	Mark Wray	325.00
3/19/2013	Prepare responses to Interrogatories and Requests for Production	0.7	75.00	Angeline M. Peterson	52.50
3/21/2013	Office meeting with client about reviewing Jenny Sitts report, review applicable case law, discuss issues with client, make notes for follow-up	1.4	250.00	Mark Wray	350.00
3/21/2013	Prepare Responses to First and Second Requests for Admission	0.4	75.00	Angeline M. Peterson	30.00
3/22/2013	Receive and analyze reply brief and affidavits in support of Atlantis motion for summary judgment	1	250.00	Mark Wray	250.00
3/25/2013	Receive and review reply brief from Atlantis concerning Grand Sierra opposition to summary judgment, phone conference with Cheryl Wilson about tomorrow's court appearance for preliminary status conference	0.6	250.00	Mark Wray	150.00
3/25/2013	Receive and check authorities on Reply to Oppositions to Motion for Partial Summary Judgment	0.3	75.00	Angeline M. Peterson	22.50
3/26/2013	Prepare for pretrial conference at court, meet with client, trip to court, discuss case issues with Cheryl Wilson and obtain additional discovery, review discovery with Ms. Islam and discuss case matters	3.3	250.00	Mark Wray	825.00
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	

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Re: Atlantis Casino

INVOICE

Date	INVOICE #
3/26/2013	12339

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
3/26/2013	Discuss pretrial hearing with Partner and Sumona Islam; telephone conversation with Morgan Bogumil re: date for deposition of Bob Woods; prepare Notice of Taking Deposition of Bob Woods; electronically file same; search hard copy files for information from deposition of Frank DeCarlo; prepare Reno Carson Messenger slip to have deposition delivered to Cheryl Wilson at DA's Office	0.8	75.00	Angeline M. Peterson	60.00 45
3/26/2013	Copy Machine Charges	24	0.20		4.80
3/26/2013	Postage		3.84		3.84
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	\$3,888.64

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 Re: Atlantis Casino

INVOICE

Date	INVOICE #
4/26/2013	12403

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
3/28/2013	Schedule court reporter for deposition of Bob Woods on April 2nd	0.2	75.00	Angeline M. Peterson	15.00
3/29/2013	Emails with other counsel about deposition scheduling	0.2	250.00	Mark Wray	50.00
3/29/2013	Email communication with Mark Wray re: Depositions of McNely and Pearson	0.1	75.00	Angeline M. Peterson	7.50
3/30/2013	Review 15th supplemental production, emails with opposing counsel about same	0.4	250.00	Mark Wray	100.00
4/1/2013	Emails with Mr. Johnson's office about depositions	0.2	250.00	Mark Wray	50.00
4/1/2013	Email communication with Rikki Poll re: Terry Kinnally appearing telephonically for deposition of Bob Woods and scheduling depositions of Abraham Pearson and Brandon McNely	0.2	75.00	Angeline M. Peterson	15.00
4/2/2013	Prepare outline and exhibits for deposition of Bob Woods, take deposition of Mr. Woods, discuss case matters with opposing counsel afterwards	3.5	250.00	Mark Wray	875.00
4/2/2013	Prepare exhibits and disclosures for deposition of Bob Woods; discuss same with Partner; email communication with Rikki Poll re: missing 13th Supplemental Disclosures; email communication with Counsel re: Stipulation to Continue Discovery; prepare Reno Carson Messenger Slip re: same	1.2	75.00	Angeline M. Peterson	90.00
4/3/2013	Email communication with Sumona Islam re: discovery responses; telephone conversation with Sumona Islam re: same	0.3	75.00	Angeline M. Peterson	22.50
4/4/2013	Receive and review letter from Grand Sierra about providing opinion letter for audit of financial statements, draft proposed response, phone call to Grand Sierra about attorney-client confidentiality, send letter to Grand Sierra	0.9	250.00	Mark Wray	225.00
4/4/2013	Receive and review latest supplemental production of documents relating to documents on concierge manager matters	0.3	250.00	Mark Wray	75.00
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	

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Sumona Islam
 1850 Stetson Dr
 Reno NV 89521
 Re: Atlantis Casino

INVOICE

Date	INVOICE #
4/26/2013	12403

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
4/4/2013	Search 13th Supplemental Disclosures for letters from Rob Dotson to Gaming Control Board; telephone conversation with Sumona Islam re: May 10th hearing, responses to discovery, and upcoming depositions; discuss same with Partner	0.3	75.00	Angeline M. Peterson	22.50
4/5/2013	Analyze Ms. Islam's draft discovery responses and direct legal assistant on obtaining additional information from Ms. Islam for responses	0.3	250.00	Mark Wray	75.00
4/5/2013	Email communication with Sumona Islam re: Discovery responses; receive and review Plaintiff's Sixteenth Supplemental Disclosures	0.4	75.00	Angeline M. Peterson	30.00
4/11/2013	Receive and review Atlantis' Amended Responses to Request for Production	0.1	75.00	Angeline M. Peterson	7.50
4/12/2013	Receive and review Atlantis' 17th Supplemental Disclosures, Subpoena for Tony Santo, Notice of Taking and Deposition of Tony Santo; telephone conversation with Morgan Bogumil re: changing time of depositions of Terry Vavra and Deborah Kite; telephone conversation with Sumona Islam re: discovery responses and upcoming depositions	0.5	75.00	Angeline M. Peterson	37.50
4/13/2013	Analyze discovery responses drafted by Ms. Islam and prepare draft additions to responses	1	250.00	Mark Wray	250.00
4/14/2013	Review all current discovery notices and pending responses, phone call to client about same, study last five supplemental disclosures by Atlantis and analyze same	3.2	250.00	Mark Wray	800.00
4/15/2013	Phone call to Stan Johnson about trial matters, edit letter to Grant Thornton about Grand Sierra audit, direct legal assistant on discovery responses, office meeting with Ms. Islam, phone calls to Ms. Kinally and Ms. Wilson, phone call to Jenny Sitts' office, discuss discovery and trial matters with Ms. Kinally, work on discovery responses and trial matters with client, finish responses to requests for production, interrogatories, and requests for admission	5.5	250.00	Mark Wray	1,375.00
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Date	Description	Hours	Rate	Attorney/Paralegal	Amount
4/16/2013	Phone call with Ms. Sitts about her being added as witness and about obtaining Gaming Control records, phone call from Ms. Islam about witnesses for trial, follow up calls with Karl Bennison and Mike Wilson of A.G.'s office, office meeting with client about trial witnesses, discovery, work on motion to compel, phone call with attorney Terry Kinally	3.2	250.00	Mark Wray	800.00 750
4/17/2013	Email communication with Morgan Bogumil and Rikki Poll re: changing times of depositions of Terry Vavra and Deborah Kite; email communication with Mark Wray re: same	0.2	75.00	Angeline M. Peterson	15.00
4/18/2013	Emails from client about witnesses on issue of working as concierge manager, receive and review emails from other counsel about motion to compel by Grand Sierra and about depositions	0.4	250.00	Mark Wray	100.00
4/18/2013	Telephone conversation with Sumona Islam to cancel meeting with Mark Wray and to have her contact potential witnesses to testify that she was never employed at the Atlantis as "Concierge Manager"; email communication with Sumona Islam re: potential witnesses	0.4	75.00	Angeline M. Peterson	30.00
4/19/2013	Attend depositions of Mr. Vavra and Ms. Kite at Laxalt and Nomura, discuss case matters with other counsel afterwards	6.7	250.00	Mark Wray	1,675.00
4/22/2013	Receive and review letter from Angie Bader about meet and confer over Islam's last set of discovery responses, confer with legal assistant about discovery and tomorrow's status conference, conduct meet and confer with Ms. Bader	0.9	250.00	Mark Wray	225.00
4/22/2013	Telephone conversation with Sumona Islam re: status hearing, discovery deadlines, and potential witnesses; email communication with Sumona Islam re: vacating deposition of Tony Santo and upcoming status hearing	0.3	75.00	Angeline M. Peterson	22.50
4/23/2013	Phone call with Ms. Islam, and emails with Frank Johnson, Terry Kinally and Angie Bader about case matters	0.4	250.00	Mark Wray	100.00
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Date	Description	Hours	Rate	Attorney/Paralegal	Amount
4/23/2013	Prepare for and attend status hearing in Dept. 7 before Judge Flanagan, obtain trial continuance and address other pretrial matters, meet with administrative assistant and attorney Dotson in Dept. 6 to arrange settlement conference with Judge Adams, phone call to attorney Kinally in Las Vegas about same	1.7	250.00	Mark Wray	425.00
4/23/2013	Telephone conversation with Reno Justice Court to move criminal hearing from May 10th to May 17th; prepare Application for Setting for settlement conference on May 9th; prepare Third Supplemental Disclosures; look up contact information for newly disclosed witnesses; retrieve and review Order re: Settlement Conference; discuss same with Partner	1.1	75.00	Angeline M. Peterson	82.50 70
4/24/2013	Phone call with client about meeting on discovery issues, organize files for meeting, meeting with client, phone call with Maura Navarro and phone call with Cheryl Wilson	2.1	250.00	Mark Wray	525.00
4/24/2013	Phone conference with Ms. Kinally about discovery and trial matters	0.8	250.00	Mark Wray	200.00
4/24/2013	Email communication with Sumona Islam re: Order re: Settlement Conference; edit Third Supplemental Disclosures	0.4	75.00	Angeline M. Peterson	30.00
4/25/2013	Phone call with client and work on D.A. matters, numerous emails with other counsel on discovery and settlement conference matters, phone call with Ms. Islam about order granting dissolution of preliminary injunction	1.1	250.00	Mark Wray	275.00 200
4/26/2013	Phone call with Ms. Islam, emails with attorneys Dotson and Kinally, phone call with attorney Kinally, concerning preliminary injunction dissolution order, depositions, and discovery responses, email to Kinally about May 3rd date	0.7	250.00	Mark Wray	175.00
4/26/2013	E-mail correspondence with Dept. 6 re: Application for Setting; E-mail correspondence with Attorneys Dotson and Johnson re: same	0.3	75.00	Theresa A. Moore	22.50
4/18/2013	Deposition Transcript - Original and certified copy		472.45		472.45
4/26/2013	Copy Machine Charges	309	0.20		61.80
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INVOICE

Date	INVOICE #
4/26/2013	12403

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
4/26/2013	Postage		15.97		15.97
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Date	INVOICE #
5/26/2013	12473

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
4/29/2013	Emails with opposing counsel about discovery, participate in conference call with Judge Flanagan about the motion to dissolve preliminary injunction, direct preparation of order for same, phone call with Ms. Islam about hearing and about case matters	1.1	250.00	Mark Wray	275.00
4/29/2013	Review email communication between attorneys for all sides re: depositions of Pearson and McNeely; receive and review Order dissolving preliminary injunction, Motion to Compel, Affidavit of Angela Bader in Support of Motion to Compel, Motion for Order Shortening Time, and Affidavit in Support of Motion for Order Shortening Time; email communication with Sumona Islam re: Motions and telephonic hearing on Order dissolving preliminary injunction; prepare Notice of Entry of Order; electronically file same; receive and review GSR's supplemental responses to Atlantis' discovery requests	1.2	75.00	Angeline M. Peterson	90.00
4/30/2013	Edit order from yesterday's hearing on motion to dissolve preliminary injunction, send to other counsel	0.4	250.00	Mark Wray	100.00
4/30/2013	Phone call with Terry Kinally about Ms. Islam being allowed to work, discuss the impact of the State v. Islam case and other matters	0.8	250.00	Mark Wray	200.00
4/30/2013	Office meeting with Ms. Islam about supplemental discovery responses and case matters	0.2	250.00	Mark Wray	50.00
4/30/2013	Finish preparing Order; email communication with Partner re: same; retrieve and review Order Vacating Order Granting Motion to Dissolve; email communication with Sumona Islam re: same; prepare caption for supplemental responses to Requests for Production and Interrogatories	0.7	75.00	Angeline M. Peterson	52.50
5/1/2013	Emails with other counsel about settlement conference, work on supplemental discovery responses to Atlantis based on meet and confer with Angie Bader	0.4	250.00	Mark Wray	100.00
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Date	Description	Hours	Rate	Attorney/Paralegal	Amount
5/1/2013	Email communication with Morgan Bogumil re: Mark Wray's signature on Stipulation to Continue Trial Related Discovery; edit supplemental responses to interrogatories and second set of requests for admission; email communication with Mark Wray re: same	0.6	75.00	Angeline M. Peterson	45.00
5/3/2013	Receive and download Notice of Entry of Order; review email communication from Angie Bader re: supplemental discovery responses; receive and review Motion to Compel and Ex Parte Application to have exhibits filed under seal	0.5	75.00	Angeline M. Peterson	37.50
5/5/2013	Work on settlement statement for Judge Adams	1	250.00	Mark Wray	250.00
5/6/2013	Emails with other counsel about case matters	0.2	250.00	Mark Wray	50.00
5/6/2013	Further drafting of settlement conference brief	1.5	250.00	Mark Wray	375.00
5/6/2013	Receive and review Plaintiff's Partial Joinder to Ex Parte Motion to place exhibits under seal	0.2	75.00	Angeline M. Peterson	15.00
5/7/2013	Finish drafting settlement conference brief	1.8	250.00	Mark Wray	450.00
5/7/2013	Emails with Ms. Kinnally about depositions and discovery, meeting with Ms. Bader at Laxalt and Nomura about serving supplemental discovery responses, office meeting with client, edit discovery responses, direct service and filing of same	0.8	250.00	Mark Wray	200.00
5/7/2013	Review Settlement Conference Brief; telephone conversation with Sumona Islam re: same; email communication with Sumona Islam re: same; retrieve and review Order denying Motion for Partial Summary Judgment; prepare Notice of Entry of Order; electronically file same; email communication with all counsel re: same; hand deliver Confidential Settlement Brief to Department 6; email communication with all counsel re: Islam's Supplemental Responses to Plaintiff's First Set of Interrogatories and Second Request for Admissions; review email communication between Mark Wray and Terry Kinnally re: upcoming deposition schedule	1.8	75.00	Angeline M. Peterson	135.00
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5/26/2013	12473

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
5/8/2013	Telephone conversation with Molezzo Reporters to schedule a court reporter for the depositions of Abraham and Pearson on May 14th; email communication with Terry Kinnally re: same	0.3	75.00	Angeline M. Peterson	22.50
5/9/2013	Trip to court for settlement conference with other parties and Judge Adams, attend settlement conference, discuss with client afterwards	7	250.00	Mark Wray	1,750.00
5/9/2013	Prepare file for Settlement Conference; discuss outcome of settlement conference with Partner	0.4	75.00	Angeline M. Peterson	30.00
5/10/2013	Email from client about leaving town for 5 years, phone call with Stan Johnson about settlement conference events from yesterday	1	250.00	Mark Wray	250.00
5/10/2013	Email communication with Morgan Bogumil and Jennifer Russell re: resetting Pretrial Conference	0.2	75.00	Angeline M. Peterson	15.00
5/13/2013	Phone calls and emails with Rob Dotson and client about settlement, email with Mr. Johnson about depositions	0.7	250.00	Mark Wray	175.00
5/13/2013	Email communication with Molezzo Reporters re: notices of depositions for Pearson and McNeely; review email communication between Mark Wray and Angie Bader re: discovery responses; review email communication from Sumona Islam re: accepting offer for settlement from Atlantis; discuss same with Partner	0.3	75.00	Angeline M. Peterson	22.50
5/14/2013	Attend depositions of Mr. Pearson and Mr. McNeely at office with other counsel, discuss case matters with Mr. Johnson, phone call from settlement judge, review and approve stipulation to extend discovery, phone conference with Ms. Islam about all current matters and the depositions	7.5	250.00	Mark Wray	1,875.00
5/15/2013	Phone call with Ms. Islam about settlement	0.2	250.00	Mark Wray	50.00
5/15/2013	Email communication with Morgan Bogumil re: obtaining Mark Wray's signature for Stipulation to Continue Discovery	0.2	75.00	Angeline M. Peterson	15.00
5/16/2013	Phone call from Rob Dotson about settlement	0.2	250.00	Mark Wray	50.00
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Date	Description	Hours	Rate	Attorney/Paralegal	Amount
5/16/2013	Receive, download and review deposition transcript of Brandon McNeely; review Settlement Agreement prepared by Rob Dotson; discuss settlement agreement with Partner	0.6	75.00	Angeline M. Peterson	45.00
5/17/2013	Meet with client; trip to court to meet with Cheryl Wilson and discuss case and continuing pretrial	0.9	250.00	Mark Wray	225.00
5/17/2013	Phone call with Rob Dotson and with Stan Johnson about settlement	0.5	250.00	Mark Wray	125.00
5/19/2013	Emails with other counsel and court reporter about depositions	0.2	250.00	Mark Wray	50.00
5/20/2013	Study draft of settlement agreement from Mr. Dotson	0.2	250.00	Mark Wray	50.00
5/20/2013	Telephone conversation with Reno Justice Court to reset criminal hearing; email communication with Sumona Islam re: deposition of Jeremy Aguero and date of criminal hearing; receive and review deposition transcript of Abraham Pearson	0.5	75.00	Angeline M. Peterson	37.50
5/22/2013	Attend deposition of Mr. Aguero at Laxalt & Nomura	3.5	250.00	Mark Wray	875.00
5/22/2013	Email communication with Morgan Bogumil re: Mark Wray's signature on Stipulation to Continue Discovery and Motions in Limine Briefing Schedule	0.2	75.00	Angeline M. Peterson	15.00
5/23/2013	Work on motion in limine with legal assistant	0.2	250.00	Mark Wray	50.00
5/23/2013	Phone conference with Ms. Islam about deposition of Aguero and about current discussions with other counsel about settlement	0.3	250.00	Mark Wray	75.00
5/23/2013	Receive and review Plaintiff's Opposition to Motion to Compel	0.2	75.00	Angeline M. Peterson	15.00
5/24/2013	Receive and review Recommendation for Order; receive and review Notice of Entry of Order; discuss same with Partner	0.3	75.00	Angeline M. Peterson	22.50
5/26/2013	Read and analyze Atlantis opposition to motion to compel, map out possible motion in limine based on the Atlantis position that it should not disclose any player information	0.7	250.00	Mark Wray	175.00
5/3/2013	Deposition of Terry Vavra		468.75		468.75
5/16/2013	Deposition of Abraham Pearson		574.20		574.20
5/26/2013	Copy Machine Charges	84	0.20		16.80
5/26/2013	Postage		9.92		9.92
5/26/2013	Fax	8	0.25		2.00
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Date	INVOICE #
6/9/2013	12504

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
5/28/2013	Continue researching and drafting motion in limine, edit, file and serve same, review motion in limine filed by Atlantis	3.9	250.00	Mark Wray	975.00
5/28/2013	Prepare part of Motion in Limine	0.3	75.00	Angeline M. Peterson	22.50
5/29/2013	Review Motions in Limine from all parties; telephone conversation with Sumona Islam re: GSR letting her go back to work and motions in limine; email communication with Sumona Islam re: motions in limine and subpoena of Terry Vavra to appear at trial	0.7	75.00	Angeline M. Peterson	52.50
5/30/2013	Work on 16.1(a)(3) and emails with Mr. Johnson, phone call with client, phone call with Ms. Kinally, trip to court for pretrial conference scheduled in Dept. 7	0.8	250.00	Mark Wray	200.00
5/30/2013	Begin preparing 16.1(a)(3); print out emails from Atlantis (ATT. 0639- 0972) and add to index of other emails for 16.1(a)(3) disclosures; telephone conversation with Sumona Islam re: meeting with GSR	2	75.00	Angeline M. Peterson	150.00
5/31/2013	Phone calls and emails with client and opposing counsel about summary judgment, pretrial disclosures, settlement and meeting with management at Grand Sierra, phone call with client and Grand Sierra about case, office meeting with Ms. Islam	2	250.00	Mark Wray	500.00
5/31/2013	Prepare index of Deposition Exhibits: discuss 16.1(a)(3); finish printing emails from Atlantis and put in chronological order; discuss 16.1(a)(3) with Partner; telephone conversation with Cohen/Johnson re: electronically filing their Motion for Partial Summary Judgment; email communication re: same; electronically file Motion for Partial Summary Judgment	2.4	75.00	Angeline M. Peterson	180.00
6/3/2013	Phone calls with other counsel about motion for summary judgment, pretrial disclosures, settlement, Ms. Islam's ability to work in Reno, and related topics, work on pretrial disclosures, complete same, follow up emails with other counsel, phone call with client about working at Grand Sierra	2.1	250.00	Mark Wray	525.00
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6/9/2013	12504

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6/3/2013	Email communication with Cohen/Johnson re: rejected electronic filing of Motion for Partial Summary Judgment; telephone conversation with Cohen/Johnson re: same; email communication with all counsel re: same; participate in telephone conversations between Partner and Terry Kinnally and Rob Dotson re: settlement	1	75.00	Angeline M. Peterson	75.00
6/4/2013	Review 16.1(a)(3) of Atlantis and work on trial preparation with legal assistant, review motion and reply filed by other counsel on discovery issues	0.7	250.00	Mark Wray	175.00
6/4/2013	Begin organizing file for trial preparation	1	75.00	Angeline M. Peterson	75.00
6/6/2013	Phone calls with attorney Cohen and also with client about Grand Sierra matters	0.3	250.00	Mark Wray	75.00
6/7/2013	Draft and edit opposition to Atlantis motion in limine, emails with other counsel, and email to client about same	1	250.00	Mark Wray	250.00
6/7/2013	Review Opposition to Atlantis' Motion in Limine; electronically file same; email communication with Sumona Islam re: same; telephone conversation with Sumona Islam re: anger management class; email communication with Terry Kinnally re: exhibits to Christian Ambrose's deposition	0.7	75.00	Angeline M. Peterson	52.50
6/8/2013	Read and analyze Atlantis opposition to motions in limine, forward to client with analysis, direct legal assistant on beginning preparation of reply	0.4	250.00	Mark Wray	100.00
6/8/2013	Read portions of deposition of Robinson, work on Robinson cross-exam questions for trial	1	250.00	Mark Wray	250.00
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Date	INVOICE #
6/23/2013	12506

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
6/10/2013	Emails with Mr. Johnson about pretrial conference, attend pretrial conference with Mr. Johnson and opposing counsel, discuss judge's rulings on motions with Mr. Johnson afterwards	1.5	250.00	Mark Wray	375.00
6/10/2013	Work on witness exam questions for Debra Robinson	0.5	250.00	Mark Wray	125.00
6/12/2013	Direct legal assistant on witnesses needed for trial and contacting Atlantis about whether subpoenas are required for DeCarlo, Farahi, Robinson, Woods and Santos	0.2	250.00	Mark Wray	50.00
6/12/2013	Organize pleadings, deposition exhibits, disclosures, and client documents for upcoming trial; email communication with Morgan Bogumil to determine whether we need to send subpoenas to witnesses or if the Atlantis is planning on using them	2.1	75.00	Angeline M. Peterson	157.50
6/13/2013	Emails with Terry Kinally in Las Vegas and phone call with opposing counsel Laxalt & Normura about findings and conclusions and trial statements	0.3	250.00	Mark Wray	75.00
6/13/2013	Telephone conversation with Morgan Bogumil re: subpoenas to witnesses; telephone conversation with Maura Navarro and Maria Maldonado re: serving as witnesses at trial; email communication with Mark Wray re: subpoenas and conversations with Maura and Maria; begin preparing Subpoenas	0.8	75.00	Angeline M. Peterson	60.00
6/14/2013	Emails with Grand Sierra counsel and client about communications between Grand Sierra and Gaming Control Board, read email communications, send email to Atlantis counsel about trial subpoenas, follow up teleconference with Terry Kinally about trial matters, receive and review Grand Sierra's objections to the pretrial disclosures of the Atlantis, direct legal assistant on preparing Joinder, numerous follow up emails with counsel on various trial matters	1	250.00	Mark Wray	250.00
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Date	INVOICE #
6/23/2013	12506

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
6/14/2013	Receive and review GSR's Objection to Plaintiff's Pre-Trial Disclosures of Witnesses and Exhibits; prepare Joinder in Grand Sierra's Objections to Atlantis' Pre-Trial Disclosures; electronically file same; email communication with Sumona Islam re: same; review communications between GSR and Gaming Control Board re: criminal complaint against Sumona Islam	0.7	75.00	Angeline M. Peterson	52.50
6/20/2013	Phone call and emails with Mr. Dotson about exhibits, witness order and other trial matters, receive and review supplemental pretrial disclosures from Atlantis, direct legal assistant on contacting defense witnesses	0.6	250.00	Mark Wray	150.00
6/21/2013	Read amended pretrial disclosures from the other parties, phone call with Maria Maldonado about meeting to interview her before trial	0.5	250.00	Mark Wray	125.00
6/21/2013	Draft portions of proposed findings of fact and conclusions of law	2	250.00	Mark Wray	500.00
6/21/2013	Telephone conversation with Sumona Islam to set up meeting with Mark Wray to prepare for trial; leave messages for Maria Maldonado and Maura to set up meetings with Mark Wray for trial	0.3	75.00	Angeline M. Peterson	22.50
6/22/2013	Work on trial statement and findings and conclusions, additional damages research, emails and phone call with client about trial preparation matters, office meeting with client to discuss topics for testimony	6.1	250.00	Mark Wray	1,525.00
6/23/2013	Meeting with client to go over trial matters	0.5	250.00	Mark Wray	125.00
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INVOICE

Date	INVOICE #
7/8/2013	12560

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
6/6/2013	Telephone conversation with Terry Kinally re: exhibits to Christian Ambrose's deposition	0.2	75.00	Angeline M. Peterson	15.00
6/24/2013	Finish drafting proposed findings and conclusions, serve and file same, phone call to court, emails to other counsel about trial matters	2.5	250.00	Mark Wray	625.00
6/24/2013	Emails and phone calls with other counsel about trial exhibits and trial matters	0.7	250.00	Mark Wray	175.00
6/24/2013	Continue studying Robinson and DeCarlo deposition transcripts, continue outlining topics for examination	1.8	250.00	Mark Wray	450.00
6/25/2013	Email with Ms. Islam about witness order, read plaintiff's proposed findings and conclusions, analyze same, phone call with Ms. Islam about players lists, handwritten lists and Atlantis vs. GSR lists, email to Morgan Bogumil about trial exhibits	1	250.00	Mark Wray	250.00
6/25/2013	Work on exhibit list with legal assistant	0.5	250.00	Mark Wray	125.00
6/25/2013	Work on legal arguments for trial statement including public policy, estoppel and deceptive trade practice, phone calls Terry Kinally about trial exhibits	1.2	250.00	Mark Wray	300.00
6/25/2013	Interview Maria Maldonado for trial	1	250.00	Mark Wray	250.00
6/25/2013	Attend exhibit marking at Dept. 7 with Kiale, phone call afterwards with Mr. Johnson and Ms. Kinally	0.7	250.00	Mark Wray	175.00
6/25/2013	Continue studying DeCarlo deposition transcript, researching and drafting and editing trial statement, and making notes for trial	2.5	250.00	Mark Wray	625.00
6/25/2013	Telephone conversation with Maria Maldonado to set up meeting with her and Mark Wray to discuss trial matters; telephone conversation with Maura Navarro re: her schedule and scheduling a meeting for her and Mark Wray; search files for disclosures to be included as trial exhibits and prepare copies of exhibits for exhibit marking	0.4	75.00	Angeline M. Peterson	30.00
6/26/2013	Emails with Ms. Kinally about Maria Maldonado, phone calls with attorneys Douson and Kinally about settlement, office meeting with Ms. Islam to work on trial preparation	2.5	250.00	Mark Wray	625.00
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	

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Sumona Islam
 1850 Stetson Dr
 Reno NV 89521
 Re: Atlantis Casino

INVOICE

Date	INVOICE #
7/8/2013	12560

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
6/26/2013	Finish researching and drafting trial statement	2	250.00	Mark Wray	500.00
6/26/2013	Finish studying deposition of Frank DeCarlo, begin examining Islam deposition	2.1	250.00	Mark Wray	525.00
6/26/2013	Email communication with Nelson Achaval to provide him deposition transcripts of Singh, DeCarlo, Aguero, Flaherty, and Woods; email communication with Sumona Islam to provide her an electronic copy of her deposition; prepare Trial Subpoenas for Maria Maldonado and Maura Navarro	0.6	75.00	Angeline M. Peterson	45.00
6/27/2013	Begin reviewing plaintiff's trial statements of 117 pages, phone conference with Grand Sierra lawyers about the trial statement and exhibits books	1.2	250.00	Mark Wray	300.00
6/27/2013	Interview Maura Navarro at Peppermill	1.1	250.00	Mark Wray	275.00
6/27/2013	Finish review of Islam deposition, study exhibits 65-81	3.4	250.00	Mark Wray	850.00
6/28/2013	Trial preparation with Ms. Islam, emails to other counsel about Maura Navarro, study deposition of Ambrose	6.5	250.00	Mark Wray	1,625.00
6/28/2013	Finish indexing remaining pleadings folder for trial	1.5	75.00	Theresa A. Moore	112.50
6/29/2013	Finish reading and analyzing deposition of Christian Ambrose and accompanying spreadsheet exhibits, outline exam questions for DeCarlo, Santos, Ringkob, Robinson, Islam and Ambrose	5.5	250.00	Mark Wray	1,375.00
6/29/2013	Begin reviewing deposition of Bob Woods, examine Atlantis documents in chronological sequence and identify emails for use in cross-examination, visit desk, VIP and concierge areas of the Atlantis	3.3	250.00	Mark Wray	825.00
6/30/2013	Phone call with client about trial matters, finish analyzing deposition of Bob Woods, review exhibits for cross-exam of DeCarlo, examine online access exhibits and other documents concerning user access	2	250.00	Mark Wray	500.00
6/30/2013	Read and analyze deposition of Abraham Pearson	1.4	250.00	Mark Wray	350.00
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Date	INVOICE #
7/8/2013	12560

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
6/30/2013	Follow up phone call with Ms. Islam, follow up research on interference claims, finish outlining questions for Ringkob, review and select emails from Atlantis production pertaining to Ms. Islam that were not produced by DeCarlo	3.8	250.00	Mark Wray	950.00
6/30/2013	Discuss trial matters with Mr. Johnson, organize files for start of trial tomorrow	1.2	250.00	Mark Wray	300.00
7/1/2013	Participate in first day of trial, prepare for second day	9	250.00	Mark Wray	2,250.00
7/1/2013	Prepare copies of exhibits for use at trial	0.4	75.00	Angeline M. Peterson	30.00
7/2/2013	Participate in second day of trial before Judge Flanagan	8	250.00	Mark Wray	2,000.00
7/3/2013	Prepare for and attend third day of trial, discuss with Ms. Islam afterwards	4.5	250.00	Mark Wray	1,125.00
7/4/2013	Emails with Mr. Dotson and client about Exhibit 19 and handwritten list	0.2	250.00	Mark Wray	50.00
7/5/2013	Emails with client about examining Exhibit 19 and spiral notes, email to Mr. Dotson about same	0.3	250.00	Mark Wray	75.00
7/6/2013	Organize folders for next week's resumption of trial, read deposition of McNeely, review notes	3.4	250.00	Mark Wray	850.00
7/7/2013	Emails with Mr. Johnson about trial Exhibit 19 and the spiral notes question	0.2	250.00	Mark Wray	50.00
5/29/2013	Deposition of Jeremy Agucro		341.25		341.25
6/26/2013	Witness fee - Maldonado, Maria		40.00		40.00
6/26/2013	Witness fee - Navaro, Maura		40.00		40.00
6/27/2013	Trial notebook for Islam		151.00		151.00
6/27/2013	Trial notebook for GSR		151.00		151.00
7/8/2013	Trial transcripts 7/1 & 7/2/2013		257.40		257.40
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Sumona Islam
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INVOICE

Date	INVOICE #
7/22/2013	12561

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
7/8/2013	Prepare for today's trial	0.5	250.00	Mark Wray	125.00
7/8/2013	Attend fourth day of trial with client, discuss afterwards with client	8	250.00	Mark Wray	2,000.00
7/9/2013	Organize files and notes for fifth day of trial, meet with client, attend fifth day of trial, prepare for sixth day of trial	9.5	250.00	Mark Wray	2,375.00
7/9/2013	Outline topics for cross exam of Lilia Santos tomorrow	1	250.00	Mark Wray	250.00
7/10/2013	Attend sixth day of trial and meeting at office afterwards with client to discuss witness testimony today and witnesses due to testify tomorrow	6.7	250.00	Mark Wray	1,675.00
7/10/2013	Review trial transcript from day 2 for discussions on proprietary information and player lists	1.5	75.00	Theresa A. Moore	112.50
7/10/2013	Review trial transcripts from July 1st and 2nd to find references by Steve Ringkob and Frank DeCarlo that book of trade is not trade secret or proprietary information	3	75.00	Angeline M. Peterson	225.00
7/11/2013	Meet with counsel for Grand Sierra about trial testimony issues, attend seventh day of trial and cross-examine Brandon McNeely, discuss with client afterwards	6.5	250.00	Mark Wray	1,625.00
7/11/2013	Telephone conversations with Maura Navarro and Maria Maldonado re: trial; telephone conversation with Reno Justice Court to reset Criminal hearing; telephone conversation with District Attorney's Office re: new date for criminal hearing	0.3	75.00	Angeline M. Peterson	22.50
7/12/2013	Meet with client, trip to court for eighth day of trial, participate in witness exams, discuss trial matters with other counsel and client	7.2	250.00	Mark Wray	1,800.00
7/12/2013	Telephone conversations with Maura Navarro and Maria Maldonado to give them instructions on when to arrive at court to testify	0.2	75.00	Angeline M. Peterson	15.00
7/15/2013	Emails and phone call with client about evidence concerning Lilia Santos and her compensation at Harrah's before arriving at the Atlantis, work on outline of questions for Robinson and summation	1.3	250.00	Mark Wray	325.00
				Total	

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Date	INVOICE #
7/22/2013	12561

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
7/16/2013	Phone calls with client about postponing flight to testify at trial today regarding Santos	0.2	250.00	Mark Wray	50.00
7/16/2013	Attend ninth day of trial	3	250.00	Mark Wray	750.00
7/16/2013	Prepare outline of closing using transcripts of trial testimony, notes, and exhibits, review case law	2.2	250.00	Mark Wray	550.00
7/17/2013	Finish preparing papers and notes for closing argument, trip to court for tenth day of trial, present closing, discuss with Grand Sierra counsel afterward	6.5	250.00	Mark Wray	1,625.00
7/18/2013	Attend last day of trial, for oral argument and ruling by court, discuss with client afterward, phone call to Cheryl Wilson	4.8	250.00	Mark Wray	1,200.00
Total					514,725.00

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Date	INVOICE #
8/1/2013	12615

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
7/8/2013	Receive and review transcripts for the first 2 days of trial and save to file	0.3	75.00	Angeline M. Peterson	22.50
7/22/2013	Phone call from Sumona about job matters after trial, follow up emails with Ms. Islam about same	0.3	250.00	Mark Wray	75.00
7/23/2013	Phone conference with Mr. Cohen about trial and post-trial matters	0.4	250.00	Mark Wray	100.00
7/23/2013	Telephone conversation with Nelson Achaval re: list of depositions for Memo of Costs; discuss same with Lori Wray; email communication with Nelson Achaval re: same; review transcript of Judge's trial ruling	0.6	75.00	Angeline M. Peterson	45.00
7/24/2013	Meeting with client at office to discuss hearing today with D.A. at Justice Court, attend pretrial conference at court with client, address various matters with deputy D.A. Wilson, reschedule next hearing for Aug. 9	1.5	250.00	Mark Wray	375.00
7/24/2013	Direct legal assistant on researching legislative history concerning NRS 205.3764, follow up phone call from client	1	250.00	Mark Wray	250.00
7/31/2013	Phone calls with Mr. Cohen about post-trial matters and with Ms. Islam about same	0.6	250.00	Mark Wray	150.00
7/23/2013	Fees for Partial Transcript		13.75		13.75
7/24/2013	Fees for Washoe County Law Library copies	27	0.25		6.75
8/1/2013	In house Copy Machine Charges - color	30	0.50		15.00
8/1/2013	In house Copy Machine Charges - black and white	107	0.20		21.40
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Sumona Islam
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INVOICE

Date	INVOICE #
2/26/2013	12269

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
2/7/2013	Final edits to motion to dissolve preliminary injunction, direct service and filing of same	0.2	250.00	Mark Wray	50.00
2/7/2013	Prepare letter to Rob Dotson re: filing Supplemental Opposition to Motion for Partial Summary Judgment; discuss same with Partner; prepare Motion to Dissolve Preliminary Injunction; electronically file same	1	75.00	Angeline M. Peterson	75.00
2/8/2013	Email communication with Rikki Poll re: Response filed on January 15, 2013; email communication with Sumona Islam re: deposition of Debra Robinson and her thoughts on same	0.4	75.00	Angeline M. Peterson	30.00
2/10/2013	Emails with Mr. Johnson and Mr. Kinally about discovery opinions by Commissioner Ayres	0.2	250.00	Mark Wray	50.00
2/10/2013	Emails with Ms. Islam about Debra Robinson deposition and trying to return to work	0.2	250.00	Mark Wray	50.00
2/10/2013	Review draft of stipulation from Rob Dotson concerning continuance of trial, analyze same, respond to same and suggest change to stipulation to state Islam disagrees with Atlantis position on term of non-compete	0.3	250.00	Mark Wray	75.00
2/11/2013	Telephone conversation with Sumona Islam re: discovery in criminal case and information about real estate licensing; email communication with Sumona Islam re: same; search Nevada Board of Real Estate and NRS for answers about licensing; email communication with Rob Dotson re: Mark Wray's signature page; prepare Reno Carson Messenger slip to have original signature delivered to Rob Dotson	1	75.00	Angeline M. Peterson	75.00 50
2/12/2013	Receive and review Non-Opposition to Motion to Dissolve Preliminary Injunction; email communication with Sumona Islam re: same	0.2	75.00	Angeline M. Peterson	15.00
2/13/2013	Review stipulation to reset pretrial, approve and sign same, forward to opposing counsel	0.1	250.00	Mark Wray	25.00
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Date	INVOICE #
5/26/2012	11561

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
5/8/2012	Office meeting with Ms. Islam about suit filed by Atlantis against GSR and Ms. Islam, discuss status of same, phone call to Rob Dotson, discuss application for restraining order, phone calls to attorneys Johnson and Cohen to leave message about representation	1.5	250.00	Mark Wray	375.00
5/11/2012	Phone call with attorneys Johnson and Cohen about proceedings against Islam, about nature of the restraining order, and defending the action, phone call with Ms. Islam about same, follow up call and email with Mr. Johnson, phone call with Ms. Islam about case matters	0.7	250.00	Mark Wray	175.00
5/14/2012	Office meeting with Ms. Islam about service of temporary restraining order and subpoena for May 29 hearing, phone call to Dept. 6 and to Melissa Purdy at court about question concerning reassignment, discuss more background facts with Ms. Islam, direct her to prepare chronology and provide copies of records relating to Atlantis, email with Stan Johnson about proposed peremptory challenge, research Supreme Court Rule 48.1 on peremptory challenges and case law interpreting it	1.4	250.00	Mark Wray	350.00
5/15/2012	Review Turnipseed and Moore cases from Nevada Supreme Court on effect of Judge Adams issuing restraining order as affecting exercise of peremptory challenge, draft peremptory challenge and notice of same	0.4	250.00	Mark Wray	100.00
5/15/2012	Read Ms. Islam's chronology of events, email to Ms. Islam about adding additional subjects to the chronology	0.3	250.00	Mark Wray	75.00
5/15/2012	Review Notice of Appearance and Peremptory Challenge; Trip to Second Judicial to file same and pay filing fees	0.5	0.00	Theresa A. Moore	0.00
5/16/2012	Finish reading all exhibits to Atlantis pleadings, including all agreements signed by Ms. Islam with the Atlantis, read Ms. Islam's updated chronology of events, email to Ms. Islam with status report, email to Stan Johnson about case status	0.8	250.00	Mark Wray	200.00
No payment due. For your information only.		Total			

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Date	INVOICE #
5/26/2012	11561

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
5/16/2012	Organize and create paper file; review emails between Sumona Islam and Partner	1	0.00	Angeline M. Peterson	0.00
5/17/2012	Follow up emails with client about chronology that client is preparing and follow-up email to attorney Johnson's office, phone call with Mr. Johnson about proposal to modify the restraining order to allow Ms. Islam to work, discuss gaming license issue and Judge Berry, office meeting with client, emails with counsel for Atlantis and review legal brief of supplemental authorities of counsel for Atlantis	0.8	250.00	Mark Wray	200.00
5/17/2012	Review Amended Complaint to begin preparing Answer; review Motion for Temporary Protective Order; begin preparing Answer	2	75.00	Angeline M. Peterson	150.00
5/18/2012	Emails with other counsel about restraining order and scheduling with Judge Berry	0.1	250.00	Mark Wray	25.00
5/18/2012	Download and review Plaintiff's Hearing Exhibits from Court website; compare exhibits with previously received exhibits to see if they are the same; check Order for hearing time and date; download and review Hearing Brief; review email communication between Partner and opposing counsel re: hearing brief; forward emails to Sumona Islam	0.8	75.00	Angeline M. Peterson	60.00
5/21/2012	Prepare letter to Judge Berry re: telephonic conference on preliminary injunction; email same to all counsel; email same to client	0.4	75.00	Angeline M. Peterson	30.00
5/22/2012	Phone call with Stan Johnson about gaming commission investigation, about GSR not able to employ client at this time, and about claims made by Atlantis, email with Dept. 1 about hearing date, email with client about discussions with Johnson and hearing date, follow up phone conference with client about status and moving to dissolve restraining order to allow her to work	0.5	250.00	Mark Wray	125.00
5/23/2012	Emails with counsel for Atlantis and court about setting hearing before Judge Berry	0.1	250.00	Mark Wray	25.00
No payment due. For your information only.			Total		

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Date	INVOICE #
5/26/2012	11561

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
5/23/2012	Review email communication between Partner, opposing counsel and Court	0.2	0.00	Angeline M. Peterson	0.00
5/25/2012	Edit Answer	0.8	75.00	Angeline M. Peterson	60.00
No payment due. For your information only.		Total		\$1,950.00	

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Date	INVOICE #
6/26/2012	11651

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
5/29/2012	Phone call from Ms. Islam about status of Gaming Commission investigation, phone call with Carson City and Reno offices of Gaming Commission and make inquiries about investigator handling the case	0.3	250.00	Mark Wray	75.00
5/29/2012	Telephone conversation with the Nevada Gaming Commission to find out the name and contact information for the investigator; conduct internet search re: same	0.3	75.00	Angeline M. Peterson	22.50
5/30/2012	Phone call with investigator Jenny Sitts with Nevada gaming commission concerning her criminal investigation for theft and computer alteration, discuss with Ms. Sitts the background of the situation and having Ms. Islam do an interview, review and study NRS 205.0832 and NRS 205.4765, email to Ms. Islam with analysis, office meeting with Ms. Islam about status of all case matters and responding to same, including answer to complaint, motion to dissolve TRO, regaining work status, and discovery	1.6	250.00	Mark Wray	400.00 200
5/31/2012	Prepare and send letter to Cohen Johnson about May invoices and combining injunction hearing with trial on merits under Rule 65, work on affirmative defenses for answer to the complaint, work on admissions and denials, emails with opposing counsel about filing answer to complaint, emails with client	0.9	250.00	Mark Wray	225.00
5/31/2012	Receive, review, and download GSR's Answer to Amended Complaint; save and organize all files on flash drive to computer	0.5	75.00	Angeline M. Peterson	37.50
6/1/2012	Finish editing Answer to Atlantis complaint, direct filing and service of same	0.3	250.00	Mark Wray	75.00
6/1/2012	Phone call from Jenny Sitts at Gaming Control Board, request Sitts to stand down on her investigation and provide reasons for the request, discuss the investigation with Sitts, and email to Ms. Islam with status report, follow-up emails with client on same	0.5	250.00	Mark Wray	125.00
6/1/2012	Prepare Answer for electronic filing; electronically file same	0.3	75.00	Angeline M. Peterson	22.50
6/5/2012	Receive and analyze order and random reassignment of case from Dept. 1 to Dept. 7, direct legal assistant on follow-up matters	0.2	250.00	Mark Wray	50.00
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Date	INVOICE #
6/26/2012	11651

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
6/5/2012	Receive and review Order Directing Random Assignment and Case Assignment Notification; discuss same with Partner; email communication with Sumona Islam re: same; telephone conversation with Rob Doison's office to set 16.1 Conference; discuss same with Partner	0.7	75.00	Angeline M. Peterson	52.50
6/6/2012	Phone call with Angie Bader about case matters including compliance with TRO, order from Judge Flanagan rejecting case assignment, phone call with investigator Karl Bennison	1.5	250.00	Mark Wray	375.00
6/6/2012	Receive, review and save Order Denying Preemptory Challenge; discuss same with Partner	0.2	0.00	Angeline M. Peterson	0.00
6/7/2012	Phone call from Gaming Control Board investigator Bennison about continuing investigation per Kristin Erickson at D.A.'s office, phone call to Dept. 7 and opposing counsel about setting telephonic hearing on order denying peremptory challenge	0.4	250.00	Mark Wray	100.00 50
6/8/2012	Research, draft and file objection to order reassigning case to Dept. 6	0.7	250.00	Mark Wray	175.00
6/8/2012	Electronically file Objection to Order Denying Preemptory Challenge	0.2	0.00	Angeline M. Peterson	0.00
6/11/2012	Receive and analyze order from Dept. 6 for reassignment to another department	0.1	250.00	Mark Wray	25.00
6/11/2012	Hand deliver Objection to Order Denying Preemptory Challenge to Department 7	0.2	0.00	Angeline M. Peterson	0.00
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Date	INVOICE #
6/26/2012	11651

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
6/12/2012	Phone conference with Ms. Islam about which department case may be currently assigned to, terminations at GSR, communications with gaming control board investigators, and other case matters, email to attorney Johnson in Las Vegas and phone call to office of Dep. D.A. Kristin Erickson, discuss gaming control board investigation with her staff, phone call with court about random assignment, phone call to Stan Johnson, receive and review response to objection to order striking peremptory challenge, phone call and letter to Bader about compliance with TRO	1.4	250.00	Mark Wray	350.00 300
6/12/2012	Prepare Notice of Entry of Order, electronically file same; email communication with Angela Bader re: letter from Mark Wray; review letter from Mark Wray to Angie Bader; receive and review Response to Order for Random Reassignment; discuss same with Partner	0.6	75.00	Angeline M. Peterson	45.00
6/13/2012	Phone call with Angie Bader about her response to the peremptory challenge issue, about modifying the TRO, and related matters, review order from Judge Flanagan agreeing peremptory challenge was timely, view "errata" document filed by Atlantis, phone call with Ms. Islam, phone conference with Mr. Cohen, concerning case matters	1.1	250.00	Mark Wray	275.00
6/13/2012	Email communication with Sumona Islam re: Response to Order Directing Random Reassignment	0.1	75.00	Angeline M. Peterson	7.50
6/14/2012	Phone call to Mr. Cohen and Mr. Johnson about judicial assignment and TRO issues, phone conference with client about same	0.7	250.00	Mark Wray	175.00
6/15/2012	Phone call with Ms. Islam about GSR's position on her employment	0.1	250.00	Mark Wray	25.00
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6/26/2012	11651

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
6/18/2012	Phone conference with Ms. Islam about various case matters, including status check on Wednesday with Judge Flanagan, contacting criminal investigators, and response to June 13 letter from attorney Bader concerning customer information records	0.4	250.00	Mark Wray	100.00
6/19/2012	Attend 16.1 conference at offices of Laxalt & Nomura with counsel for Atlantis and Grand Sierra	1.1	250.00	Mark Wray	275.00
6/19/2012	Office meeting with Ms. Islam about status check tomorrow with Judge Flanagan, turnover of records per temporary restraining order, and hearing on injunction	0.6	250.00	Mark Wray	150.00
6/19/2012	Prepare letter to Cohen & Johnson re: follow up on replenishing retainer; review Plaintiff's 16.1 Disclosures; email communication with Sumona Islam re: same	0.4	0.00	Angeline M. Peterson	0.00
6/20/2012	Prepare notes for responding to court's questions at status check hearing, attend hearing before Judge Flanagan in Dept. 7	1.2	250.00	Mark Wray	300.00
6/21/2012	Office meeting with Ms. Islam about case matters and producing any records to Atlantis	0.7	250.00	Mark Wray	175.00
6/22/2012	Direct preparation of initial 16.1 disclosures by legal assistant, receive and review letter from Atlantis counsel about not destroying electronic files, send to Ms. Islam with analysis	0.4	250.00	Mark Wray	100.00
6/22/2012	Prepare Bates labels for notebooks; prepare CDs with disclosures for Atlantis and GSR; prepare Initial Disclosures	1	75.00	Angeline M. Peterson	75.00
6/25/2012	Direct legal assistant on drafting response to attorney Bader's letter concerning preserving electronic records	0.1	250.00	Mark Wray	25.00
6/25/2012	Prepare letter to Angie Bader to respond to June 22nd letter; discuss same with Partner	0.3	75.00	Angeline M. Peterson	22.50
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	\$3,860.00

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Sumona Islam
 1850 Stetson Dr
 Reno NV 89521
 Re: Atlantis Casino

INVOICE

Date	INVOICE #
7/26/2012	11733

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
6/27/2012	Receive and review information on Richard Wells as a potential expert witness	0.2	75.00	Angelina M. Peterson	15.00
6/29/2012	Review various emails from the past week from counsel for the Atlantis, review and sign joint case conference report, phone call to Angie Bader's office about "expert" question, phone call to Stan Johnson about various case matters, conference call with Mr. Johnson and Ms. Bader about joint case conference report, emails with other counsel on same, follow up call to office of Jenny Sitts at gaming control board	1	250.00	Mark Wray	250.00
6/29/2012	Receive and review letter from Morgan Bogumil re: signing Joint Case Conference Report; email communication with Morgan Bogumil re: same; receive and review Notice of Taking Deposition of Sumona Islam	0.3	75.00	Angeline M. Peterson	22.50
7/2/2012	Receive and review Pretrial Order; calendar dates	0.2	75.00	Angelina M. Peterson	15.00
7/3/2012	Work on draft version of modified TRO and letter to judge, send to Judge Flanagan and opposing counsel	0.7	250.00	Mark Wray	175.00
7/3/2012	Receive and review Plaintiff's proposed Order Granting TRO; discuss same with Partner; email communication with Sumona Islam re: Order, Joint Case Conference Report, and Stip and Order; hand deliver Proposed Order for TRO to Judge Flanagan	0.7	75.00	Angeline M. Peterson	52.50
7/5/2012	Receive and analyze Judge Flanagan's order granting TRO to Atlantis against Islam and GSR, review emails from Rob Dotson about deposition dates	0.3	250.00	Mark Wray	75.00
7/5/2012	Receive and review Order Granting TRO; discuss same with Partner; email communication with Sumona Islam re: same; telephone conversation with Sumona Islam re: same	0.4	75.00	Angeline M. Peterson	30.00
7/6/2012	Receive and review Notice of Posting Bond; discuss same with Partner	0.1	75.00	Angeline M. Peterson	7.50
7/10/2012	Phone call with Ms. Islam about criminal investigation and other case matters, phone call to Stan Johnson	0.2	250.00	Mark Wray	50.00
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	25

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7/26/2012	11733

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
7/10/2012	E-mail correspondence with Ms. Islam re: interview at Gaming Control Board	0.1	75.00	Theresa A. Moore	7.50
7/10/2012	Participate in telephone conversation between Mark Wray and opposing counsel re: deposition dates; email communication with Sumona Islam re: same	0.3	75.00	Angeline M. Peterson	22.50
7/11/2012	Follow-up phone calls to office of Cohen Johnson about payment, phone call to attorney Dotson about July 23 and 24 depositions, direct legal assistant to contact Jenny Sitts at gaming control board about same and to provide status report to Ms. Islam, review and approve 16.1 disclosures and direct service of same	0.4	250.00	Mark Wray	100.00
7/11/2012	Participate in telephone conversation with Rob Dotson re: deposition of Sumona Islam; discuss same with Partner; email communication with Sumona Islam re: same; edit Initial Disclosures	0.5	75.00	Angeline M. Peterson	37.50
7/12/2012	Receive and review Notices of Depositions for Sumona Islam, COR of GSR, Tom Flaherty, Sterling Lungren and Shelly Hadley	0.3	75.00	Angeline M. Peterson	22.50
7/13/2012	Conference call with counsel for Grand Sierra, emails from Ms. Islam	0.4	250.00	Mark Wray	100.00
7/16/2012	Download and review Stipulation to Reset Trial	0.1	75.00	Angeline M. Peterson	7.50
7/18/2012	Telephone conversation with Jenny Sitts re: attending Sumona Islam's deposition on July 23rd; telephone conversation with Sumona Islam re: upcoming deposition	0.3	75.00	Angeline M. Peterson	22.50
7/19/2012	Telephone conversation with Sumona Islam re: preparation for deposition and conversation with Jenny Sitts	0.2	75.00	Angeline M. Peterson	15.00
7/20/2012	Phone call with Ms. Islam about deposition, phone call and email to Grand Sierra attorneys, follow up emails with Ms. Islam, review other parties' early case disclosures	0.5	250.00	Mark Wray	125.00
7/20/2012	Receive and review GSR's Initial Disclosures; email communication with Morgan Bogumil re: Atlantis' Disclosures; prepare file for Sumona Islam's deposition	0.5	75.00	Angeline M. Peterson	37.50
7/21/2012	Meeting with Ms. Islam to prepare for deposition on Monday	2.8	250.00	Mark Wray	700.00
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Date	INVOICE #
7/26/2012	11733

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
7/23/2012	Meet with Ms. Islam, trip to deposition at Laxalt and Nomura, attend deposition, discuss with Ms. Islam afterwards	8.6	250.00	Mark Wray	2,150.00
7/24/2012	Trip to attorney Laxalt and Nomura for depositions of Tom Flaherty and Sterling Lungren, provide copies of customer list from Harrahs for photocopying by opposing counsel, discuss next deposition date, return to office	3.8	250.00	Mark Wray	950.00
7/24/2012	Email communication with Robert Dotson's assistant re: trial setting	0.2	75.00	Angeline M. Peterson	15.00
7/26/2012	Receive and review draft stipulated protective order for discovery from counsel for Atlantis, analyze same, send reply email	0.4	250.00	Mark Wray	100.00
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Sumona Islam
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INVOICE

Date	INVOICE #
8/26/2012	11801

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
7/27/2012	Phone call to Morgan Bogumil at Laxalt & Nomura about requesting Robinson and Dotson to discuss resolution of the case by a stipulated injunction, participate in telephonic trial setting with other counsel	0.3	250.00	Mark Wray	75.00
7/29/2012	Study case law on the issue of injunctions in trade secret cases involving customer lists	1.1	250.00	Mark Wray	275.00
8/1/2012	Phone conference with Angie Bader, attorney for Atlantis, about alternative dispute resolution	0.3	250.00	Mark Wray	75.00
8/2/2012	Phone call with Kim in Dept. 7 about vacating status conference, phone calls to offices of other counsel, phone call from Ms. Islam about status, emails to Ms. Islam, email to Jenny Sitts at Gaming Control Board with copy of Ms. Islam's deposition transcript	0.7	250.00	Mark Wray	175.00
8/6/2012	Emails with Gaming Control Board investigator and with Ms. Islam about case matters and settlement, phone call with Terry Vavra at Grand Sierra about billing	0.2	250.00	Mark Wray	50.00
8/7/2012	Office meeting with client about deposition and about attempts at encouraging a settlement by the casinos	0.3	250.00	Mark Wray	75.00
8/13/2012	Telephone conversations with Rob Dotson's office and Stan Johnson's office re: Mark Wray not attending Ms. Hadley's deposition; discuss same with Partner	0.3	75.00	Angeline M. Peterson	22.50
8/16/2012	Phone call with Stan Johnson, discuss the last deposition and the preparation of a settlement proposal to be reviewed by all parties, work on same	0.4	250.00	Mark Wray	100.00
8/17/2012	Work on preliminary injunction hearing issues, office meeting with client, phone call to Harrah's counsel's office, edit designation of witnesses and exhibits for preliminary injunction hearing, emails with other counsel about stipulated protective order, receive and review designation of exhibits from Atlantis, phone call to attorney Bader about same, draft proposed stipulation for injunctive relief	1.5	250.00	Mark Wray	375.00
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INVOICE

Date	INVOICE #
8/26/2012	11801

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
8/17/2012	Check Order Granting TRO for deadline to file hearing brief; prepare list of hearing witnesses and exhibits; type Order Granting TRO for Partner to use as Stipulation; email communication with Sumona Islam re: Plaintiff's List of Witnesses and Documents; discuss same with Partner; telephone conversation with Morgan Bognmil re: signature on Stipulated Protective Order	2	75.00	Angeline M. Peterson	150.00
8/18/2012	Phone call from Ms. Islam, review some of the emails on disk provided by Grand Sierra in discovery, follow up phone call with Ms. Islam about hearing exhibits, edit draft proposed stipulation for injunction, send to Stan Johnson for review	0.4	250.00	Mark Wray	100.00
8/19/2012	Work on statement of facts portion of preliminary injunction hearing brief	1.3	250.00	Mark Wray	325.00
8/20/2012	Finish drafting factual summary for memorandum for preliminary injunction hearing, direct preparation of supplemental list of proposed exhibits for preliminary injunction hearing, emails with client, work on legal authorities for hearing brief and include same in brief	2.2	250.00	Mark Wray	550.00
8/20/2012	Prepare Supplemental Designation of Exhibits; email communication with opposing counsel re: same; telephone conversation with Sumona Islam re: disc of GSR disclosures	1	75.00	Angeline M. Peterson	75.00
8/21/2012	Edit memorandum for preliminary injunction hearing, add additional case law, meet with client, phone call with Rob Dotson about settlement, further research and drafting, phone call to attorney Johnson, final edits to memorandum for hearing	3.5	250.00	Mark Wray	875.00
8/22/2012	Phone calls with other counsel and with client about settlement	1.2	250.00	Mark Wray	300.00
8/22/2012	Phone conversation with partner re: edited hearing brief; Proofread same and discuss with Ms. Peterson	0.7	75.00	Theresa A. Moore	52.50
8/22/2012	Telephone conversation with Mark Wray re: edits to Stipulation and Order for Issuance of Preliminary Injunction; edit same; email communication with Stan Johnson re: same	0.5	75.00	Angeline M. Peterson	37.50
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Date	INVOICE #
8/26/2012	11801

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
8/23/2012	Phone call with attorney Bader about stipulation to preliminary injunction	0.1	250.00	Mark Wray	25.00
8/23/2012	Receive and review Stipulation for Preliminary Injunction; telephone conversations with Morgan Bogumil re: same	0.4	75.00	Angeline M. Peterson	30.00
8/24/2012	Emails with other counsel about stipulation for preliminary injunction, receive motion for partial summary judgment, phone call to attorney Bader about inclusion of exhibits concerning personal information on Ms. Islam, phone call with Ms. Islam about same	0.6	250.00	Mark Wray	150.00
8/24/2012	Retrieve, download and review Motion for Partial Summary Judgment; discuss same with Partner; hand deliver original signature for Stipulation for Preliminary Injunction to Laxalt & Nomura	0.4	0.00	Angeline M. Peterson	0.00
8/25/2012	Read the amended list of witnesses and evidence from Atlantis, direct legal assistant on follow-up on same, prepare memo to legal assistant for follow-up discovery assignments relating to Atlantis, analyze motion for partial summary judgment and outline points for response, work on research and drafting of opposition to Atlantis motion for partial summary judgment	3.8	250.00	Mark Wray	950.00
8/26/2012	Add legal authorities to opposition to Atlantis motion for summary judgment	0.9	250.00	Mark Wray	225.00
7/31/2012	Certified Copies of Transcripts of Tom Flaherty and Sterling Lundgren		347.50		347.50
8/1/2012	Certified Copies of Transcript of Sumona Islam		854.30		854.30
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	\$6,269.30

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Sumona Islam
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INVOICE

Date	INVOICE #
9/26/2012	11871

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
8/27/2012	Phone call to office of Vernon Nelson, counsel for Harrah's, office meeting with client about summary judgment motion, obtain copy of Harrah's employment agreement from Ms. Islam and analyze same	0.7	250.00	Mark Wray	175.00
8/27/2012	Research name and contact information for Harrah's attorney	0.4	75.00	Angeline M. Peterson	30.00
8/28/2012	Edit supplemental disclosure by Islam of the Harrah's employment agreement	0.1	250.00	Mark Wray	25.00
8/28/2012	Prepare first Supplemental Disclosures; email communication with Sumona Islam re: same; receive and review Plaintiff's Supplemental Disclosures; begin drafting Interrogatories and Requests for Production; retrieve and download Notice of Entry of Order	1	75.00	Angeline M. Peterson	75.00
8/29/2012	Review supplemental document production from Atlantis containing items from personnel file, phone call to Angela Bader's office about producing entire personnel file, edit first request for production of documents to Atlantis	0.4	250.00	Mark Wray	100.00
8/29/2012	Continue preparation of Requests for Production and Interrogatories to Atlantis	0.6	75.00	Angeline M. Peterson	45.00
8/30/2012	Emails with client about Atlantis supplemental disclosures concerning her position as "concierge manager" and about discovery, first set of requests for production to Atlantis and direct service of same, work with legal assistant on protective order and summary judgment issues	0.7	250.00	Mark Wray	175.00
8/30/2012	Email communication with Sumona Islam re: Request for Production to Atlantis; email communication with opposing counsel re: same; calendar response date; email communication with Mark Wray re: the exhibits to the Motion for Summary Judgment containing Sumona Islam's personal information and following up with Angie Bader; prepare letter to Angie Bader re: same	1	75.00	Angeline M. Peterson	75.00
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	

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Sumona Islam
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INVOICE

Date	INVOICE #
9/26/2012	11871

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
8/31/2012	Emails with client and instructions to legal assistant on supplemental requests for discovery to Atlantis	0.1	250.00	Mark Wray	25.00
8/31/2012	Email communication with Sumona Islam re: requesting Lilia Santos' personnel file from the Atlantis; prepare Second Request for Production	0.3	75.00	Angeline M. Peterson	22.50
9/4/2012	Receive and review letter from attorney Bader about exhibits attached to motion for summary judgment	0.1	250.00	Mark Wray	25.00
9/4/2012	Review letter from Angela Bader in response to our letter re: confidentiality of Islam documents; discuss same with Partner; receive and review Atlantis' Third Supplemental Disclosures	0.8	75.00	Angeline M. Peterson	60.00
9/5/2012	Read and approve amended joint case conference report; sign same, emails with Ms. Islam about the Atlantis attorneys and their response regarding the confidentiality of the exhibits attached to their motion	0.2	250.00	Mark Wray	50.00
9/5/2012	Receive and review Amended Joint Case Conference Report; calendar dates; email communication with Morgan Bogumil re: signature page for Joint Case Conference Report; prepare Reno Carson Messenger slip to have original signature delivered to opposing counsel; telephone conversation with Sumona Islam re: Opposition to Motion for Summary Judgment; prepare Third Supplemental Disclosures for Sumona Islam to pick up	0.8	0.00	Angeline M. Peterson	0.00
9/6/2012	Meet with Sumona Islam to discuss Plaintiff's Third Supplemental Disclosures; review documents from Sumona; email communication with Mark Wray re: possible supplemental disclosures	0.8	75.00	Angeline M. Peterson	60.00
9/9/2012	Research, draft and edit opposition to Atlantis motion for partial summary judgment	8.1	250.00	Mark Wray	2,025.00
9/10/2012	Finish drafting opposition to motion for summary judgment, meeting with client to review and approve statement of facts for her affidavit, make corrections, direct service and filing of opposition, discuss discovery matters with client	4.3	250.00	Mark Wray	1,075.00
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TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
9/10/2012	Telephone conversation with Sumona Islam re: signing her affidavit to Opposition to Motion for Partial Summary Judgment; review same; electronically file same	0.5	75.00	Angeline M. Peterson	37.50
9/13/2012	Receive and analyze opposition to motion for summary judgment filed by Stan Johnson, email copy to client with comments	0.5	250.00	Mark Wray	125.00
9/13/2012	Retrieve, download and review GSR's Opposition to Motion for Partial Summary Judgment; telephone conversation with Sumona Islam re: same	0.5	75.00	Angeline M. Peterson	37.50
9/17/2012	Prepare Second Supplemental Disclosures; discuss depositions of Frank DeCarlo, Debra Robinson and Lilia Santos with Partner	0.4	75.00	Angeline M. Peterson	30.00
9/18/2012	Email communication with Angie Bader and Rob Dotson re: available dates for depositions for Frank DiCarlo, Debra Robinson and Lilia Santos; email communication with Sumona Islam re: Supplemental Disclosures	0.4	75.00	Angeline M. Peterson	30.00
9/21/2012	Phone call from Rob Dotson and Angie Bader about stipulating to reset summary judgment briefing until after depositions, emails to Stan Johnson and to Dotson and Bader about same	0.4	250.00	Mark Wray	100.00
9/21/2012	Participate in telephone conversation between Mark Wray and Angie Bader and Rob Dotson re: client's availability for depositions in October	0.2	0.00	Angeline M. Peterson	0.00
9/24/2012	Review email communication between counsel for all parties re: depositions; prepare Notices of Depositions for Frank DeCarlo, Debra Robinson, and Lilia Santos	0.7	75.00	Angeline M. Peterson	52.50
9/26/2012	Read and approve stipulation for extension to take discovery, read and approve notices of deposition	0.2	250.00	Mark Wray	50.00
9/26/2012	Discuss Stipulation to Suspend Briefing Schedule with Partner; email communication with opposing counsel re: same; electronically file Notices of Depositions; email communication with Sumona Islam re: Notices and Stipulation	0.6	75.00	Angeline M. Peterson	45.00
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INVOICE

Date	INVOICE #
10/26/2012	11948

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
9/27/2012	Phone call with client and with Stan Johnson about the injunction and going back to work	0.5	250.00	Mark Wray	125.00
10/3/2012	Phone calls with other counsel about stipulation to extend discovery and discovery cut-offs, review revised stipulation and sign same	0.4	250.00	Mark Wray	100.00
10/3/2012	Receive and review Stipulation; email communication with Morgan Bogunil re: Wray signature page; prepare Reno Carson Messenger slip to have original signature taken to Laxalt & Nomura	0.3	0.00	Angeline M. Peterson	0.00
10/5/2012	Receive and study Atlantis responses to requests for production of documents, analyze the Atlantis supplemental disclosures of job descriptions, emails from DeCarlo, and non-compete agreements	2.2	250.00	Mark Wray	550.00
10/5/2012	Receive and review Responses to Requests for Production and Fourth Supplemental Disclosures; discuss same with Partner	0.5	75.00	Angeline M. Peterson	37.50
10/6/2012	Begin outlining topics for depositions of DeCarlo, Robinson and Santos, begin drafting meet and confer letter to Dotson and Bader about responses to discovery requests	1.2	250.00	Mark Wray	300.00
10/7/2012	Prepare meet and confer demand letter to counsel for the Atlantis, including general observations and request-by-request response to each of the Atlantis objections and inadequate responses	2.7	250.00	Mark Wray	675.00
10/7/2012	Review all DeCarlo emails, add additional questions to deposition outline	1.6	250.00	Mark Wray	400.00
10/8/2012	Review stat sheets produced by Atlantis, email to Ms. Islam about same	0.4	250.00	Mark Wray	100.00
10/8/2012	Edit, revise and finish meet and confer demand letter to Atlantis counsel, email to opposing counsel	2.2	250.00	Mark Wray	550.00
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10/26/2012	11948

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
10/8/2012	Telephone conversation with Sumona Islam re: Fourth Supplemental Disclosures; prepare disk of disclosures for Sumona Islam; discuss same with Partner; print out disclosures to add to binders for complete set of Atlantis' production; review letter from Mark Wray to Bader and Dotson	1	75.00	Angeline M. Peterson	75.00
10/9/2012	Create spreadsheet for all documents produced by the Atlantis in chronological order for potential trial binder; meet with Sumona Islam re: disclosures and stat sheets; review email communication between Partner and opposing counsel	3.5	75.00	Angeline M. Peterson	262.50
10/10/2012	Office meeting with client about Atlantis discovery responses, about THEO and players statistics, about losing her players due to the litigation, and about depositions of Atlantis witnesses	0.7	250.00	Mark Wray	175.00
10/10/2012	Email communication with Sumona Islam re: current guests at GSR; organize all disclosures from Atlantis into chronological order and create exhibit binders	2.5	75.00	Angeline M. Peterson	187.50
10/11/2012	Finish spread sheet of chronological disclosures; discuss same with Partner	0.6	75.00	Angeline M. Peterson	45.00
10/13/2012	Analyze selection by Atlantis of DeCarlo emails pertaining to which emails Atlantis chose to disclose	1.3	250.00	Mark Wray	325.00
10/15/2012	Study Islam's players list at Atlantis, personnel file, and Atlantis reports on casino hosts for deposition preparation	2.1	250.00	Mark Wray	525.00
10/16/2012	Receive and review Atlantis amended response to request for production and letter from Atlantis counsel about meet and confer	0.4	250.00	Mark Wray	100.00
10/16/2012	Receive and review response to letter of October 8th, Amended Response to Request for Production, and Plaintiff's Fifth Supplemental Disclosures; search court website for information on Fitzgerald v. Chau and Atlantis case; email communication with Sumona Islam re: same	0.7	75.00	Angeline M. Peterson	52.50
10/17/2012	Emails with Stan Johnson about depositions and motion to compel, work with legal assistant on documents for deposition	0.4	250.00	Mark Wray	100.00
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10/17/2012	Review email communication between Partner, co-counsel and Sumona Islam re: discovery responses	0.3	75.00	Angeline M. Peterson	22.50
10/18/2012	Re-review meet and confer letter from Atlantis counsel, email to Stan Johnson about taking depositions Friday, follow up emails and phone call with Mr. Johnson, review papers and prepare for tomorrow's depositions	1.5	250.00	Mark Wray	375.00
10/18/2012	Review papers for deposition preparation, including emails, latest disclosures, correspondence with opposing counsel, and meet and confer issues	1	250.00	Mark Wray	250.00
10/19/2012	Prepare for and take morning session of deposition of Frank DeCarlo	3.1	250.00	Mark Wray	775.00
10/19/2012	Attend afternoon session of deposition of Frank DeCarlo, discuss schedule with opposing counsel afterwards	3.2	250.00	Mark Wray	800.00
10/19/2012	Prepare exhibits for depositions of Frank DeCarlo, Lilia Santos and Debra Robinson; set up speaker phone for Stan Johnson to participate in deposition telephonically	1	0.00	Angeline M. Peterson	0.00
10/22/2012	Telephone conversation with Sumona Islam re: deposition of Frank DeCarlo and other matters relating to the case; update and organize paper file; receive and review GSR's discovery requests to the Atlantis	1.2	75.00	Angeline M. Peterson	90.00
10/23/2012	Discuss timetable for resetting depositions of Lilia Santos and Debra Robinson with Partner	0.2	75.00	Angeline M. Peterson	15.00
10/25/2012	Phone call with Ms. Islam about deposition of Mr. DeCarlo and about discussions between counsel on case matters	0.4	250.00	Mark Wray	100.00
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	\$7,112.50

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Sumona Islam
 1850 Stetson Dr
 Reno NV 89521
 Re: Atlantis Casino

INVOICE

Date	INVOICE #
11/26/2012	12021

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
11/6/2012	Review email between Angie Bader and Stan Johnson about requests for information from Grand Sierra concerning customers, phone call and email to Stan Johnson	0.2	250.00	Mark Wray	50.00
11/7/2012	Receive and review Eighth Supplemental Disclosures; discuss same with Partner; email communication with Sumona Islam re: same	0.4	75.00	Angeline M. Peterson	30.00
11/8/2012	Review DeCarlo deposition, phone call to Stan Johnson's office	0.5	250.00	Mark Wray	125.00
11/8/2012	Telephone conversation with Sumona Islam re: supplemental disclosures; receive and review Frank DeCarlo deposition transcript; discuss resetting depositions with Partner	1	75.00	Angeline M. Peterson	75.00
11/9/2012	Email to Stan Johnson about case matters	0.1	250.00	Mark Wray	25.00
11/13/2012	Phone call to Stan Johnson about case matters including discovery, summary judgment and depositions, phone call to Mr. Vavra at Grand Sierra	0.4	250.00	Mark Wray	100.00
11/13/2012	Receive and review Plaintiff's Expert Witness Disclosures; discuss same with Partner	0.3	75.00	Angeline M. Peterson	22.50
11/16/2012	Email communication with Sumona Islam re: Expert Witness Disclosures	0.3	75.00	Angeline M. Peterson	22.50
11/19/2012	Prepare Opposition to Expert Disclosures	0.6	75.00	Angeline M. Peterson	45.00
11/8/2012	Deposition Transcript - Francis X. DeCarlo, Jr.		1100.75		1,100.75
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	\$1,595.75

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Sumona Islam
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 Re: Atlantis Casino

INVOICE

Date	INVOICE #
12/26/2012	12109

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
11/27/2012	Office meeting with client to review status of case	0.5	250.00	Mark Wray	125.00
11/29/2012	Study expert witness disclosure from Atlantis, analyze same, check expert disclosure deadline in joint case conference report, email to Stan Johnson about possibly designating rebuttal experts	1.5	250.00	Mark Wray	375.00
11/29/2012	Email communication with Partner re: expert disclosure deadlines; search electronic files for Amended Joint Case Conference Report to confirm deadlines	0.8	75.00	Angeline M. Peterson	60.00
11/30/2012	Email from opposing counsel Angie Badger about no action happening on summary judgment, phone calls to Mr. Vavra and Mr. Johnson, email to client explaining status and reason for no work ongoing on summary judgment	0.6	250.00	Mark Wray	150.00
12/6/2012	Receive and review Plaintiff's Response to First Set of Interrogatories and Ninth Supplemental Disclosures; discuss same with Partner; email same to Sumona Islam	1	75.00	Angeline M. Peterson	75.00
12/7/2012	Phone conference with attorney Stan Johnson about expert witness and other case matters, direct legal assistant on preparing all outstanding items for review and action	0.6	250.00	Mark Wray	150.00
12/7/2012	Telephone conversation with Sumona Islam re: supplemental disclosures and status of payment from the GSR; participate in telephone conversation with Mark Wray and Stan Johnson re: payment from GSR and moving forward with the case	0.5	75.00	Angeline M. Peterson	37.50
12/11/2012	Receive and review Plaintiff's Tenth Supplemental Disclosures; telephone conversation with Morgan Bogumil re: same; email communication with Sumona Islam re: same; telephone conversation with Sumona Islam re: updates for Grand Sierra and Stan Johnson	0.9	75.00	Angeline M. Peterson	67.50
12/13/2012	Prepare and send letter to Grand Sierra about paying for ongoing representation or bring matter to court for resolution, follow up emails from opposing counsel and with Stan Johnson and Mr. Vavra	0.7	250.00	Mark Wray	175.00
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	

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INVOICE

Date	INVOICE #
12/26/2012	12109

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
12/13/2012	Review letter from Mark Wray to Terry Vavra; review email communication from Mark Wray and Terry Vavra	0.3	0.00	Angeline M. Peterson	0.00
12/16/2012	Read last four supplemental 16.1 disclosures by the Atlantis, including Harvard Business School article and the damage summary from the Atlantis, analyze responses to document production from Atlantis in response to Islam requests for production	2.2	250.00	Mark Wray	550.00
12/17/2012	Emails with Ms. Islam about pursuing claim vs. Grand Sierra for failure to provide legal representation, read 8th and 10th supplemental 16.1 disclosures and analyze resume of Brandon McNeely	0.9	250.00	Mark Wray	225.00
12/17/2012	Review email communications between Mark Wray, Stan Johnson and Sumona Islam	0.2	75.00	Angeline M. Peterson	15.00
12/18/2012	Telephone conversation with Sumona Islam re: status of the case and how we plan to move forward; receive and review Plaintiff's disclosures	0.2	75.00	Angeline M. Peterson	15.00
12/19/2012	Emails with Stan Johnson about case matters	0.2	250.00	Mark Wray	50.00
12/19/2012	Receive and review Plaintiff's Amended Responses to Interrogatories and GSR's Rebuttal Expert Witness Disclosure; email communication with Sumona Islam re: same; discuss same with Partner	0.5	75.00	Angeline M. Peterson	37.50
12/20/2012	Office meeting with Ms. Islam about case matters, receive and analyze 11th supplemental production of documents from Atlantis concerning definitions of terms used for its damages calculation	1	250.00	Mark Wray	250.00
12/20/2012	Receive and review Eleventh Supplemental Disclosures	0.3	75.00	Angeline M. Peterson	22.50
12/21/2012	Email communication with Sumona Islam re: Eleventh Supplemental Disclosures	0.2	75.00	Angeline M. Peterson	15.00
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	\$2,395.00

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Sumona Islam
 1850 Stetson Dr
 Reno NV 89521
 Re: Atlantis Casino

INVOICE

Date	INVOICE #
1/26/2013	12189

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
1/2/2013	Email communication with Mark Wray re: resetting depositions of Lilia Santos and Debra Robinson	0.1	75.00	Angeline M. Peterson	7.50
1/3/2013	Telephone conversation with Mark Wray re: resetting depositions; prepare Amended Notices of Taking Depositions; receive and review letter from Rob Dotson to Stan Johnson and Notices of Taking Depositions of Ambrose and Singh; email communication with Sumona Islam re: same	0.7	75.00	Angeline M. Peterson	52.50
1/4/2013	Analyze Grand Sierra expert witness report by Mr. Aguera and his resume concerning damage questions and opinions, emails with Angela Bader about motion for summary judgment and with Stan Johnson about case matters	1.2	250.00	Mark Wray	300.00
1/4/2013	Receive and review Privilege Log	0.1	75.00	Angeline M. Peterson	7.50
1/5/2013	Direct legal assistant on the math portion of the damages analysis by Atlantis from the Harvard Business School article, and instruct legal assistant on preparation of supplement to opposition to Atlantis motion for summary judgment, email to counsel about Jan. 18 depositions	0.3	250.00	Mark Wray	75.00
1/7/2013	Phone call with Mr. Dotson about deposition of Ms. Robinson, direct legal assistant on further analysis of the Atlantis damage model	0.4	250.00	Mark Wray	100.00
1/7/2013	Review Opposition to Motion for Partial Summary Judgment and Frank DeCarlo's deposition to prepare Supplemental Opposition; discuss same with Partner; prepare caption for Supplemental Opposition	1	75.00	Angeline M. Peterson	75.00
1/7/2013	Review pleadings in file for case background; Review Atlantis' calculation of damages included with supplemental production and exhibits containing data for damage calculation; Read Harvard Business School article on Customer Lifetime Value (CLV) Analysis; Discuss same with Mark Wray	1	75.00	Samuel D. Wray	75.00
1/8/2013	Receive and analyze motion to compel filed by Atlantis regarding the recorded interview of Ms. Islam at Grand Sierra	0.4	250.00	Mark Wray	100.00
			Total		

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INVOICE

Date	INVOICE #
1/26/2013	12189

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
1/8/2013	Schedule court reporter for deposition of Debra Robinson; electronically file Amended Notice of Taking Deposition; email communication with counsel re: same; email communication with Sumona Islam re: same	0.5	75.00	Angeline M. Peterson	37.50
1/8/2013	Complete review of CLV article and analyze Atlantis' CLV calculations to determine if they followed correct method; Discuss findings with Mark Wray and receive instruction on drafting memo to client; Begin drafting memo	2.2	75.00	Samuel D. Wray	165.00
1/9/2013	Receive and review Motion to Compel and Motion for Order Shortening Time; prepare caption for Opposition; review GSR's First Set of Requests for Admissions, First Set of Requests for Production, and Second Set of Interrogatories; email communication with Sumona Islam re: same	0.8	75.00	Angeline M. Peterson	60.00
1/10/2013	Receive and review motion for order shortening time and order granting shortened time, direct legal assistant on preparing response to same	0.5	250.00	Mark Wray	125.00
1/10/2013	Search NRCPC rules for rules regarding disclosures and Motions to Compel for responding to Atlantis' Motion to Compel; conversation with Discovery Commissioner's office to find comprehensive lists of discovery articles written for The Writ; search Washoe County Bar Association's website re: same; continue preparation of Opposition to Motion to Compel; finish searching Frank DeCarlo's deposition for Supplemental Opposition to Motion for Summary Judgment; discuss same with Partner	1.6	75.00	Angeline M. Peterson	120.00
1/15/2013	Draft opposition to Atlantis motion to compel, read opposition filed by Grand Sierra, follow up emails with Rob Dotson, Stan Johnson's office and Ms. Islam	1.7	250.00	Mark Wray	425.00
				Total	

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INVOICE

Date	INVOICE #
1/26/2013	12189

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
1/15/2013	Edit Response to Motion to Compel; electronically file same; email communication with opposing counsel re: same; telephone conversation with Sumona Islam re: same; review GSR's Opposition to Motion to Compel and Notice of Taking Deposition of Jeremy Aguero	1	75.00	Angeline M. Peterson	75.00
1/16/2013	Review more discovery disclosures from Grand Sierra, direct legal assistant on organizing same	0.3	250.00	Mark Wray	75.00
1/16/2013	Receive and review GSR's Second Supplemental Disclosures; email communication with Sumona Islam re: same	0.7	75.00	Angeline M. Peterson	52.50
1/17/2013	Receive and review Reply to Opposition to Motion to Compel and Request for Submission; email communication with Sumona Islam re: same	0.5	75.00	Angeline M. Peterson	37.50
1/18/2013	Email communication with Sumona Islam re: deposition of Jeremy Aguero	0.2	75.00	Angeline M. Peterson	15.00
1/19/2013	Emails with Ms. Islam about the Robinson deposition and going back to work at Grand Sierra, phone conference with Ms. Islam about same	0.3	250.00	Mark Wray	75.00
1/20/2013	Review pleadings, exhibits and files to prepare topics for deposition of Debra Robinson, outline topics for exam	2.8	250.00	Mark Wray	700.00
1/21/2013	Direct legal assistant on exhibits to prepare for deposition of Debra Robinson tomorrow, email to Mr. Johnson's office about deposition	0.3	250.00	Mark Wray	75.00
1/21/2013	Read deposition of Frank DeCarlo to prepare for Robinson depo tomorrow, make notes on DeCarlo responses to discuss with Robinson	1.5	250.00	Mark Wray	375.00
1/21/2013	Prepare exhibits for Debra Robinson's deposition; email communication with Sumona Islam re: deposition of Debra Robinson	0.8	75.00	Angeline M. Peterson	60.00
1/22/2013	Review exhibits to be used at Robinson deposition today	1.3	250.00	Mark Wray	325.00
1/22/2013	Take deposition of Debra Robinson, discuss document production afterwards with attorney Dotson	4.5	250.00	Mark Wray	1,125.00
Total					

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Reno NV 89521
Re: Atlantis Casino

INVOICE

Date	INVOICE #
1/26/2013	12189

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
1/23/2013	Emails with Stan Johnson and Rob Dotson about discovery extension; phone calls to Mr. Johnson's office	0.3	250.00	Mark Wray	75.00
1/24/2013	Receive and review Plaintiff's 12th Supplemental Disclosures; discuss same with Partner	0.2	75.00	Angeline M. Peterson	15.00
1/25/2013	Phone calls to Gaming Control and D.A. about warrant; phone call with Stan Johnson about motion to extend discovery	0.5	250.00	Mark Wray	125.00 25
1/25/2013	Office meeting with Ms. Islam; phone call with D.A.'s office about warrant case; emails with other counsel	0.8	250.00	Mark Wray	200.00 50
1/25/2013	Meet with Sumona Islam re: Criminal Complaint; look for phone number for Cheryl Wilson; discuss same with Partner	0.5	75.00	Angeline M. Peterson	37.50
1/25/2013	Deposition of Debra Robinson		961.55		961.55
			Total		\$6,129.05

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Sumona Islam
 1850 Stetson Dr
 Reno NV 89521
 Re: Atlantis Casino

INVOICE

Date	INVOICE #
2/26/2013	12269

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
1/27/2013	File review, email to other counsel about changing start time for Agüero deposition	0.1	250.00	Mark Wray	25.00
1/28/2013	Office meeting with Ms. Islam, phone calls with detention deputy and with Jenny Sims, emails with deputy D.A. Wilson about arranging O/R, trip to Parr Blvd. with Ms. Islam	1.4	250.00	Mark Wray	350.00
1/28/2013	Receive and review GSR's Third Supplemental Disclosures	0.4	75.00	Angeline M. Peterson	30.00
1/29/2013	Trip to Reno Justice Court to enter appearance for Ms. Islam on Atlantis charges and waive arraignment	0.5	250.00	Mark Wray	125.00
1/29/2013	Phone call with Ms. Islam about GCB matters	0.2	250.00	Mark Wray	50.00
1/29/2013	Telephone conversation with Sumona Islam re: arraignment and pretrial hearing on March 26th	0.2	75.00	Angeline M. Peterson	15.00
1/30/2013	Receive and review fax from Celina Gonzalez-Valenzuela re: preparing Notice of Appearance; telephone conversation with Celina Gonzalez-Valenzuela to make sure all pages of the fax were transmitted	0.2	75.00	Angeline M. Peterson	15.00
2/1/2013	Prepare Notice of Appearance of Counsel	0.3	75.00	Angeline M. Peterson	22.50
2/4/2013	Phone calls to Stan Johnson and Rob Dotson offices, emails with Rob Dotson about conference call on discovery dispute	0.2	250.00	Mark Wray	50.00
2/4/2013	Read supplemental disclosure from Atlantis, outline topics for meet and confer conference call tomorrow, including selective disclosures, lack of 2008-2009 emails, refusal to produce records of clients coded to Sumona, and other matters	1	250.00	Mark Wray	250.00
2/4/2013	Prepare Notice of Appearance of Counsel; prepare Reno Carson Messenger slip to have Notice of Appearance delivered to Reno City Attorney in order to obtain discovery; prepare Reno Carson Messenger slip to have Notice filed with Reno Justice Court; email communication with Mark Wray re: continuance of Agüero deposition; email communication with Sumona Islam re: same	0.6	75.00	Angeline M. Peterson	45.00
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.					Total

15

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INVOICE

Date	INVOICE #
2/26/2013	12269

TERMS - Due on Receipt

Date	Description	Hours	Rate	Attorney/Paralegal	Amount
2/5/2013	Read portions of attorney Robinson's deposition again, emails to client about matters for client to study in Robinson's deposition, phone conference with attorney Dotson, participate in conference call with attorneys Dotson, Bader and Johnson, draft and send follow up letter confirming meet and confer issues to opposing counsel, emails with other counsel about June 10 trial date, phone call from Ms. Islam about her reading of Robinson deposition and her frustration, and anxiety over being sued and continuing to be unable to work	3.7	250.00	Mark Wray	925.00
2/5/2013	Participate in conference call with counsel re: discovery disputes and rescheduling trial; telephone conversation with Sumona Islam re: same; email communication with all counsel re: Mark Wray's meet and confer letter; email communication with Sumona Islam re: deposition of Debra Robinson; receive and review Recommendation for Order; begin preparation of Motion to Dissolve Preliminary Injunction; receive and review Notices of Vacating Depositions for Brandon McNeeley and Abraham Pearson	1.3	75.00	Angeline M. Peterson	97.50
2/6/2013	Direct legal assistant on points to include in draft of motion to dissolve preliminary injunction, review prior restraining order and injunction language, modify facts and points and authorities	0.8	250.00	Mark Wray	200.00
2/6/2013	Briefly review discovery materials from D.A.'s office in criminal case	0.2	250.00	Mark Wray	50.00
2/6/2013	Receive and review GSR's Fourth Supplemental Disclosures; receive and review Plaintiff's Responses to GSR's First Set of Requests for Production, Second Set of Interrogatories, and Thirteenth Supplemental Disclosures; email communication with Mark Wray re: Plaintiff's 12th Supplemental Disclosures; email communication with Sumona Islam re: deposition of Debra Robinson; telephone conversation with Sumona Islam re: same	1.2	75.00	Angeline M. Peterson	90.00
Thank you for your business. Annual ten percent finance charge applies to accounts over 15 days.				Total	

2270

1 ROBERT A. DOTSON, ESQ.

2 Nevada State Bar No. 5285

3 rdotson@laxalt-nomura.com

4 ANGELA M. BADER, ESQ.

5 Nevada State Bar No. 5574

6 abader@laxalt-nomura.com

7 LAXALT & NOMURA, LTD.

8 9600 Gateway Drive

9 Reno, Nevada 89521

10 Tel: (775) 322-1170

11 Fax: (775) 322-1865

12 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B7

18 Plaintiff,

19 vs.

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

26 Defendants.

27 **PLAINTIFF'S REPLY IN SUPPORT OF**
28 **MOTION FOR COSTS AND ATTORNEY'S FEES**

29 Plaintiff Golden Road Motor Inn, Inc. dba Atlantis Casino Resort Spa ("Plaintiff" or
30 "ATLANTIS"), by and through undersigned counsel, Laxalt & Nomura, hereby files this Reply
31 in support of its motion for an award of costs and attorney's fees against Defendant Sumona
32 Islam ("ISLAM"). This Reply is made and based on the papers and pleadings on file herein,
33 NRS 18.020, NRS 600A.060, NRCP 54(d), the attached Memorandum of Points and Authorities,
34 and the Memorandum of Costs and Affidavit of Counsel previously filed.

1 DATED this 10th day of September, 2013.

2 LAXALT & NOMURA, LTD.

3 
4 ROBERT A. DOTSON

5 Nevada State Bar No. 5285

6 ANGELA M. BADER

7 Nevada State Bar No. 5574

8 9600 Gateway Drive

9 Reno, Nevada 89521

10 (775) 322-1170

11 Attorneys for Plaintiff

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 **I. INTRODUCTION**

14 ISLAM objects to the requested attorney's fees on three grounds:

15 1. The amount of fees sought are disproportionately high compared to the amount of
16 damages awarded and that fairness dictates that the fee award be reduced;

17 2. ATLANTIS has improperly documented its attorney fee motion; and

18 3. The fees are grossly unreasonable in amount.

19 ISLAM would simply like to compare the amounts expended to the monetary damages
20 awarded. For various reasons, that is not the correct, nor complete analysis.

21 In addition to prevailing on certain claims against ISLAM, ATLANTIS also obtained an
22 Ex-Parte Temporary Restraining Order ("TRO") against her, and this TRO was extended against
23 her *with notice* on July 5, 2012. ISLAM herself then stipulated to a Preliminary Injunction under
24 the same terms as the previous TRO. ATLANTIS also obtained a Permanent Injunction against
25 ISLAM as set forth in the Court's Findings of Facts and Conclusions of Law dated August 26,

1 2013.¹ The Court awarded reasonable attorney's fees to ATLANTIS pursuant to NRS
2 600A.060(3) because ISLAM was found to have willfully and maliciously misappropriated trade
3 secrets. The question now becomes the reasonableness of the attorney's fees requested in
4 conjunction with an analysis of the *Brunzell* factors.

5 As to the lack of documentation, ATLANTIS already submitted that it would provide its
6 invoices unredacted to the Court *in camera* if requested. That remains the position of
7 ATLANTIS.

8
9 Finally, the fees are not grossly unreasonable in amount. Each party chose a litigation
10 strategy in prosecuting and defending their claims and ultimately as to ISLAM, ATLANTIS
11 prevailed. As to any incorporated arguments (such as the Motion to Retax), ATLANTIS also
12 incorporates its Opposition to same as if set forth fully herein.

13 **II. ARGUMENT**

14 **A. ATLANTIS Has Satisfied The Requirements of NRS 600A.060(3), NRCP**
15 **54(d)(2)(B) and the Brunzell Factors Such That An Award Of Attorney's**
16 **Fees in the Amount Requested is Appropriate**

17 NRS 600A.060(3) gives the Judge discretion to award reasonable attorney's fees to a
18 plaintiff who has prevailed on a trade secret case and proven that a defendant willfully and
19 maliciously misappropriated trade secrets. This is what ISLAM did, this is what ATLANTIS
20 proved and this is what the Court found.

21 ATLANTIS has satisfied the requirements of NRCP 54(d)(2)(B) by supporting the fee
22 motion with counsel's Affidavit swearing that the fees were actually and necessarily incurred
23 and were reasonable. The Affidavit also contained documentation concerning the amount of fees
24 claimed and points and authorities addressing appropriate factors to be considered by the Court
25 in deciding the motion.
26

27
28

¹ Thus, ISLAM was not wrongfully enjoined as she so claims.

1 ATLANTIS has satisfied the *Brunzell* factors as well as set forth below.

2 **1. Qualities of the Advocate (Ability, Training, Education, Experience,**
3 **Professional Standing and Skill)**

4 The Court was able to judge the qualities of ATLANTIS' counsel, Laxalt & Nomura and
5 specifically, Robert Dotson, by observing his abilities and skill throughout the litigation.

6 Furthermore, the Affidavit of Mr. Dotson attached his biographical data statement which
7 described his training, education, experience and professional standing. ISLAM does not dispute
8 the qualities of Mr. Dotson, nor the work of this law firm. Thus, this factor is met.

9 **2. The Character of Work to be Done (Difficulty, Intricacy, Importance,**
10 **Time and Skill Required, Responsibility Imposed and Prominence**
11 **and Character of the Parties When They Affect the Importance of the**
12 **Litigation)**

13 As set forth in the motion, this case was a complex and novel trade secret matter between
14 and involving casino competitors and a casino employee.² UTSA cases are complex, factually
15 and legally. They involve intricate and particular proof and this matter particularly involved the
16 factual overlay of industry custom and multiple guests. Indeed, ISLAM's insistence that her
17 initial employment by the ATLANTIS be fully litigated created a case within a case and
18 substantially increased not just the complexity of the matter, but time and therefore fees incurred
19 at every level of litigation including discovery and through trial.

20 Moreover, this matter is uniquely important to the State of Nevada as it is a gaming State
21 and a large percentage of the citizens of the State rely upon gaming to make their living. The
22 Affidavit of Mr. Dotson sets forth the time and skill required and this Court is familiar with the
23 prominence and character of the parties. Thus, this factor is also met.

24 **3. The Work Actually Performed by the Lawyer Including the Skill,**
25 **Time and Attention Given to the Work**
26

27
28

² The claims against the casino, GSR, were duplicative of those against the employee, ISLAM.

1 The work performed by Laxalt & Nomura is detailed in the Affidavit of Robert Dotson.
2 Prosecuting and presenting a damages case in this trade secret matter required elevated detail,
3 attention and skill because ATLANTIS was alleging intentional acts against ISLAM. This factor
4 does not seem in dispute but is also met.

5 **4. The Result (Whether the Attorney Was Successful and What Benefits**
6 **Were Derived)**

7 As set forth above, ATLANTIS prevailed against ISLAM on the breach of contract and
8 trade secret claims and also on punitive damages. Additionally, it sought and obtained an Ex-
9 Parte TRO, a TRO with notice, a stipulated Preliminary Injunction and a Permanent Injunction
10 against Ms. ISLAM.

11 As such, ATLANTIS submits that all *Brunzell* factors have been met and the award of
12 fees in the amount requested is appropriate.

13
14 Interestingly enough, ISLAM in her Opposition states that ATLANTIS has not filed a
15 proper motion for fees and even if it had, it is not entitled to fees based on the circumstances of
16 this case. See Opposition at 3:26-28. If ISLAM is suggesting that this motion for fees is an
17 improper motion, such a claim is clearly incorrect as it was filed at the direction of the Court.
18 See Exhibit 1 to Motion at 17:14-16. If ISLAM is suggesting that the Court inappropriately
19 awarded attorney's fees, this is not now the time, nor the avenue to do so. If ISLAM is
20 suggesting that ATLANTIS should not be entitled to attorney's fees because it spent more than it
21 recovered, that is an issue to be addressed with the Nevada Legislature. In 1987, the legislature
22 determined that attorney's fees are awardable to a prevailing party in a trade secret case where
23 willful and malicious misappropriation exists. Thus, even if ATLANTIS were awarded only \$1,
24 since the misappropriation was found to be willful and malicious, reasonable attorney's fees are
25 available under the plain language of the statute. Often times damages in trade secret cases are
26 very difficult to prove, however, it does not mean that a compensable injury has not occurred.
27
28

1 The purpose of making attorney's fees recoverable is to deter willful and malicious
2 misappropriation no matter what the damages award.

3 **B. ATLANTIS' Attorney Fee Motion Does Not Lack Documentation**

4 As set forth in the motion, should the Court desire Laxalt & Nomura's invoices to be
5 produced *in camera*, ATLANTIS will so comply.³ ATLANTIS is unwilling to waive the
6 attorney-client privileged communications and work product contained in the detailed invoices
7 that Laxalt & Nomura provided to ATLANTIS. Additionally, the requirements of *Sandy Valley*
8 *Assocs. v. Sky Ranch Estates Owners Ass'n*, 117 Nev. 948, 956, 35 P.2d, 964, 969, were already
9 met at trial through ATLANTIS' case in chief. ATLANTIS presented its general counsel, Debra
10 Robinson, as a witness at trial and she gave testimony regarding the attorney's fees incurred in
11 order to prosecute this case. If ISLAM disputed the attorney's fees at that time, or the choices
12 made in prosecuting the action she had her due process opportunity to cross examine Ms.
13 Robinson. To the extent ISLAM failed to question Ms. Robinson concerning these attorney's
14 fees that is not the fault of the ATLANTIS. ATLANTIS would therefore refer the Court to the
15 testimony of Ms. Robinson which satisfies *Sandy Valley* and due process requirements.
16

17 **C. The Attorney's Fees Requested are Reasonable in Amount**

18 ISLAM suggests that because her counsel only spent \$98,475 in defending the case
19 against her, that the fees requested by ATLANTIS in the amount of \$330,490.50 are therefore
20 unreasonable as they are over three times the amount spent by her counsel. As set forth
21 previously, NRS 600A.060 does not compare the amount of the damages awarded with the
22 attorney's fees spent to achieve that award. In fact, the undersigned is not aware of any case law
23 setting forth such a comparison, nor has ISLAM provided any such authority to this Court. The
24
25

26
27 ³ If after completing its *in camera* review, the Court determines that some reduction should occur, the ATLANTIS'
28 counsel could then address the issue, as the Court requests.

1 standard is simply that of reasonableness. What is reasonable depends on the *Brunzell* factors
2 and the strategy of each party in litigating this matter. Here, ATLANTIS had to present a *prima*
3 *facie* case of breach of contract, conversion, tortious interference, trade secret and permanent
4 injunction against ISLAM and overlapping claims of tortious interference, trade secret and
5 permanent injunction against the Grand Sierra Resort ("GSR"). Plaintiff prevailed in proving
6 breach of contract, trade secret violation against ISLAM and also obtained punitive damages and
7 a permanent injunction award against her.⁴

8
9 Unlike the joint defense utilized by ISLAM and GSR, ATLANTIS did not have
10 additional co-counsel and therefore attended every aspect of the case, including all evidence on
11 every element of each claim it presented at trial. ATLANTIS could not rely upon co-counsel
12 with an aligned interest to address certain issues or attend certain hearings or events. Thus,
13 ATLANTIS' counsel attended every deposition, every hearing and responded to every motion
14 that was filed.

15
16 In contrast, ISLAM's counsel did not attend four out of fifteen depositions in this case.⁵
17 That defense strategy can only be accepted if ISLAM's defense counsel was acting as co-counsel
18 with GSR's defense counsel.⁶ Thus, the appropriate analysis in comparing plaintiff counsel fees
19 to defense counsel fees, if ever appropriate which ATLANTIS disputes, is to combine the fees of
20 both GSR and ISLAM.

21 III. CONCLUSION

22
23 ATLANTIS has complied with every statutory and case law requirement for an award of
24 attorney's fees in this matter. The attorney's fees submitted are reasonable in amount and
25 necessarily incurred and should be awarded in the amount of \$330,490.50.

26
27 ⁴ When the Court found a trade secret violation against ISLAM, it became the exclusive remedy over and therefore
displaced the tortious interference claims per statute and case law.

28 ⁵ Attached hereto as Exhibit 1 to the Affidavit of Counsel are the title and appearance pages for the depositions not
attended by ISLAM's counsel and/or where GSR's counsel appeared telephonically.

⁶ GSR's counsel attended three of fifteen depositions by phone.

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 10th day of September, 2013.

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON

Nevada State Bar No. 5285

ANGELA M. BADER

Nevada State Bar No. 5574

9600 Gateway Drive

Reno, Nevada 89521

(775) 322-1170

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

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

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

addressed as follows:

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

Mark Wray, Esq.
Law Office of Mark Wray
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Reno, NV 89509

mwwray@markwraylaw.com

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

DATED this 10 day of September, 2013.


L. MORGAN BOGUMIL

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11 Facsimile: (702) 823-3400
12 Attorneys for Grand Sierra Resort

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

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

18 **Plaintiff,**

19 **vs.**

20 **SUMONA ISLAM, an individual; GSR**
21 **ENTERPRISES, LLC, a Nevada limited liability**
22 **company, d/b/a GRAND SIERRA RESORT;**
23 **ABC CORPORATIONS; XYZ**
24 **PARTNERSHIPS; and JOHN DOES I through**
25 **X, inclusive,**

26 **Defendants.**

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

27 **GRAND SIERRA RESORT'S SUBMISSION OF PROPOSED**

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

COMES NOW, Defendant Grand Sierra Resort, by and through its attorneys of record, Cohen-Johnson, LLC, and hereby submits it's proposed Findings of Fact and Conclusions of law as to Golden Road Motor Inn which is attached hereto as Exhibit 1.

Pursuant to WDCR9 GSR served all parties with it's proposed Findings of Fact and Conclusions of Law on September 2, 2013 indicating that pursuant to WDCR 9 the proposed Findings of Facts and Conclusions of Law and any accepted edits would be submitted to this Court.

Counsel for Golden Road Motor Inn has requested several edits, which are set forth in correspondence dated September 9 2013 which is attached hereto as Exhibit 2 and

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1 GSR's response to said objections dated September 18, 2013, is attached as Exhibit 3. On
2 September 20, 2013, Counsel for Golden Road has requested Counsel submit its order and
3 stated his intention to file an objection and alternate order to the Court. No alternative order
4 has been submitted to GSR for review.

5 GSR does not at this time submit any separate proposed judgment as it is anticipated
6 that the Court will be ruling on costs and attorneys' fees consistent with its decision and
7 those rulings would affect the final judgment. GSR also has an alternative basis for an
8 award of fees and costs based on NRCF 68 and NRS 17.715 Offers of Judgment dated May
9 20, 2013. GSR specifically requests that the Court not enter a final judgment until those
10 post-trial motions have been heard and these rulings as to fees and costs may be
11 incorporated into the judgment.

12 Affirmation Pursuant To NRS 239B.030

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

15
16 Dated this 23rd day of September 2013.

17
18 COHEN-JOHNSON, LLC

19
20 By: /s/ H. Stan Johnson
21 H. Stan Johnson, Esq.
22 Nevada Bar No. 00265
23 Brian A. Morris, Esq.
24 Nevada Bar No. 11217
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28

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INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Proposed Findings of Fact and Conclusions of law	7
2	Golden Road Motion Inn, Inc. objections, dated September 9 20913	2
3	GSR's response to said objections, dated September 18, 2013	3

COHEN-JOHNSON, LLC
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CERTIFICATE OF MAILING

I hereby certify that on the 23rd day of September , 2013, I served a copy of the foregoing
**GRAND SIERRA RESORT'S OF PROPOSED FINDINGS OF FACT AND
CONCLUSIONS OF LAW** upon each of the parties by depositing a copy of the same in a
sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class Postage fully prepaid,
and addressed to:

Robert A. Dotson, Esq.
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
Attorney for Sumona Islam

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

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

FILED
Electronically
09-23-2013:02:22:59 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4014854

Exhibit “1”

Exhibit “1”

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12 Attorneys for Grand Sierra Resort

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

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

18 Plaintiff,

19 vs.

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

23 Defendants.

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

24 **FINDINGS OF FACT AND**
25 **CONCLUSIONS OF LAW AND**
26 **JUDGMENT AS SUBMITTED BY**
27 **GRAND SIERRA RESORT PURSUANT**
28 **TO SJDCR 9**

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

36 **FINDINGS OF FACTS:**

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

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

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

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

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

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

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

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

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

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

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

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

27 a) player tracking records;

28 b) other hosts customers;

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

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

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

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

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

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

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

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

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

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

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

1 information.

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

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

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

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

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

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

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

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

20
21 **CONCLUSIONS OF LAW:**

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

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

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

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

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

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

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

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

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

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CONCLUSION

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

DATED THIS _____ DAY OF _____ 2013

DISTRICT JUDGE

Submitted by:

/s/ H. Stan Johnson

H. Stan Johnson, Esq.
Nevada Bar No. 00265
Terry Kinnally, Esq.
Nevada Bar No. 06379
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Attorneys for MEI-GSR HOLDINGS LLC

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Joey Orduna Hastings
Clerk of the Court
Transaction # 4014854

Exhibit “2”

Exhibit “2”

LAXALT & NOMURA, LTD.
ATTORNEYS AT LAW

DON NOMURA
WAYNE SHAFFER
ROBERT DOTSON
STEVEN GUINN
DANIEL HAYWARD
JASON PEAK
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BRUCE LAXALT (1951-2010)

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

September 9, 2013
REPLY TO RENO OFFICE

File No. 325.087

Via Email Only

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

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

Dear Stan:

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

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

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

LAXALT & NOMURA

ATTORNEYS AT LAW

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

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

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

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

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

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

Sincerely,

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON

RAD/lmb

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09-23-2013:02:22:59 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4014854

Exhibit “3”

Exhibit “3”

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Via Email: rdotson@laxalt-nomura.com

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

Dear Rob:

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

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

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

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

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

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

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

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

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

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

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

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

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

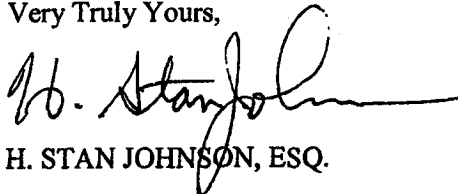
As to our Conclusions of Law:

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

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

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

Very Truly Yours,



H. STAN JOHNSON, ESQ.

MTK/jsr

cc: Mark Wray

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