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11-15-2013:04:50:25 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 4138265

1 **1097**

2 MARK WRAY, #4425

3 LAW OFFICES OF MARK WRAY

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8 Attorneys for Defendant SUMONA ISLAM

Electronically Filed  
Nov 20 2013 04:18 p.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

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

14 Plaintiff,

Case No. CV12-01171

15 vs.

Dept. B7

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

24 Defendants.

25 **AMENDED NOTICE OF APPEAL**

26 TO ALL INTERESTED PARTIES:

27 On November 8, 2013, Defendant Sumona Islam filed a Notice of Appeal from the  
28 Findings of Fact and Conclusions of Law and Order entered August 26, 2013, of which  
the Notice of Entry was served on October 1, 2013 and from which Plaintiff Golden Road

1 Motor Inn, Inc. dba Atlantis Casino Resort Spa ("Atlantis") appealed to this Court on  
2 October 31, 2013.

3 After the Notice of Appeal was filed on November 8, 2013, the District Court  
4 entered an Order granting attorney's fees and costs to the Atlantis

5 Defendant Islam hereby amends her Notice of Appeal to add to her appeal the  
6 Order entered on November 8, 2103 awarding fees and costs to the Atlantis.

7  
8 DATED Nov. 15, 2013

LAW OFFICES OF MARK WRAY

9  
10 By: Mark Wray

11 MARK WRAY

12 Attorney for Defendant SUMONA ISLAM  
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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**

**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: Nov. 15, 2013

LAW OFFICES OF MARK WRAY

By   
MARK WRAY

1 **1310**

2 MARK WRAY, #4425

3 LAW OFFICES OF MARK WRAY

4 608 Lander Street

5 Reno, Nevada 89509

6 (775) 348-8877

7 (775) 348-8351 fax

8 Attorneys for Defendant SUMONA ISLAM

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

11  
12 IN AND FOR THE COUNTY OF WASHOE

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

16 Plaintiff,

Case No. CV12-01171

17 vs.

Dept. B7

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

25 Defendants.

26  
27 **CASE APPEAL STATEMENT**

- 28
1. Name of appellant filing this case appeal statement: Defendant Sumona Islam
  2. Judge Issuing the Decision: The Hon. Patrick Flanagan, Department 7

1           3.     Each appellant and name and address of counsel: Defendant Sumona  
2 Islam, represented by the Law Offices of Mark Wray, 608 Lander Street, Reno, Nevada  
3 89509

4           4.     Each respondent and name and address of counsel: Plaintiff Golden Road  
5 Motor Inn, Inc. dba Atlantis Casino Resort Spa, represented by Robert Dotson of Laxalt  
6 & Nomura, 9600 Gateway Drive, Reno, Nevada 89521 and Robert Eisenberg of Lemons  
7 Grundy & Eisenberg, 6005 Plumas Street, 3<sup>rd</sup> Floor, Reno, Nevada 89509; Defendant  
8 MEI-GSR Holdings, LLC dba Grand Sierra Resort, represented by Stan Johnson and  
9 Steve Cohen of Cohen/Johnson, 255 E. Warm Springs Road, Suite 100, Las Vegas,  
10 Nevada 89119.

11           5.     Whether either counsel is not licensed to practice in Nevada: All counsel  
12 are licensed in Nevada

13           6.     Whether appellant was represented by retained counsel in District Court:  
14 Yes

15           7.     Whether appellant is represented by retained counsel on appeal: Yes

16           8.     Whether appellant was granted leave to proceed in forma pauperis: No

17           9.     Date proceedings commenced in District Court: April 27, 2012

18           10.    Brief description of nature of action and result in district court: Action for  
19 breach of contract, statutory claims, and various tort claims resulting in a judgment in  
20 favor of Plaintiff

21           11.    Whether the case has previously been the subject of an appeal: Yes;  
22 Plaintiff filed its Notice of Appeal on October 31, 2013

23           12.    Whether this appeal involves child custody or visitation: No  
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13. If a civil case, whether this appeal involves the possibility of settlement:

Yes

DATED Nov. 8, 2013

LAW OFFICES OF MARK WRAY

By:   
MARK WRAY  
Attorney for Defendant SUMONA ISLAM

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Theresa A. Keane



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**AFFIRMATION**

**Pursuant to NRS 239B.030**

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

DATED: Nov. 8, 2013

LAW OFFICES OF MARK WRAY

By   
MARK WRAY

1 ROBERT A. DOTSON, ESQ.

Nevada State Bar No. 5285

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7 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B7

13 Plaintiff,

14 vs.

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

Defendants.

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

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

26 ///

27 ///

28 ///

### Findings of Fact

1  
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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24           33. The ATLANTIS reasonably initiated litigation.

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

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



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

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

### 6 CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **Conversion of Property as to ISLAM**

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

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

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

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

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

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

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

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

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

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

21 <sup>1</sup> "Misappropriation" per NRS 600A.030(2) means:

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

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

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

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

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

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

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

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

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

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

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

27 ///

28 ///

1 **Declaratory Relief**

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

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

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

11 **Proof of Damages**

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

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

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

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

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

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

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

7 **Punitive Damages**

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

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

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

23 **Attorney Fee Award**

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

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



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

3 **Injunctive Relief**

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

14 **CONCLUSION**

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

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

17  
18   
19 DISTRICT JUDGE

20 Respectfully submitted,

21 LAXALT & NOMURA, LTD  
22

23 By:

24 ROBERT A. DOTSON (NSB # 5285)  
25 ANGELA M. BADER, ESQ. (NSB #5574)  
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13 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B7

19 Plaintiff,

20 vs.

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

27 Defendants.

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

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

///

///

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

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

Dated this 1 day of October, 2013.

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON

Nevada State Bar No. 5285

ANGELA M. BADER

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9600 Gateway Drive

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(775) 322-1170

Attorneys for Plaintiff

1 CERTIFICATE OF SERVICE

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

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

20 addressed as follows:

21 Steven B. Cohen, Esq.  
22 Stan Johnson, Esq.  
23 Terry Kinnally, Esq.  
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27 DATED this 1<sup>st</sup> day of October, 2013.

  
L. MORGAN BOGUMIL

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INDEX OF EXHIBITS

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**FILED**

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Joey Orduna Hastings

Clerk of the Court

Transaction # 4034875

**EXHIBIT 1**

**EXHIBIT 1**

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

11 GOLDEN ROAD MOTOR INN, INC., a Nevada  
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16 company, d/b/a GRAND SIERRA RESORT;  
ABC CORPORATIONS; XYZ  
17 PARTNERSHIPS; AND JOHN DOES I through  
X, inclusive.

18 Defendants.  
19

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

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

26 ///

27 ///

28 ///

### Findings of Fact

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

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

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

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



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

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

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

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

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

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

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) misappropriation<sup>1</sup> of the trade secret  
20

21 <sup>1</sup> "Misappropriation" per NRS 600A.030(2) means:

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

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

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

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

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

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

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

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

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

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

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

27 ///

28 ///

1 **Declaratory Relief**

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

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

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

11 **Proof of Damages**

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

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

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

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

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

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

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

7 **Punitive Damages**

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

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

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

23 **Attorney Fee Award**

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

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

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

3 **Injunctive Relief**

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

14 **CONCLUSION**

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

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

17  
18   
19 DISTRICT JUDGE

20 Respectfully submitted,

21 LAXALT & NOMURA, LTD

22  
23 By:

24 ROBERT A. DOTSON (NSB # 5285)  
25 ANGELA M. BADER, ESQ. (NSB #5574)  
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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, dba ATLANTIS  
CASINO RESORT SPA,

Plaintiff,

vs.

Case No.: CV12-01171

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

Dept. No.: 7

Defendants.

**ORDER**

On August 5, 2013, Plaintiff, GOLDEN ROAD MOTOR INN, INC., dba ATLANTIS CASINO RESORT SPA (hereafter Atlantis), filed its *Verified Memorandum of Costs*. On August 7, 2013 Defendant, SUMONA ISLAM (hereafter Islam), filed her *Motion to Retax Costs*. On August 19, 2013, Atlantis filed its *Opposition to Defendant Sumona Islam's Motion to Retax Costs* and *Affidavit of Counsel in Support of Plaintiff's Opposition to Defendant Sumona Islam's Motion to Retax Costs*. On September 3, 2013, Islam filed her *Reply in Support of Motion to Retax Costs*.

1 On August 21, 2013, Atlantis filed its *Motion for Costs and Attorney's Fees*,  
2 and *Affidavit of Counsel in Support of Plaintiff's Motion for Costs and Attorney's*  
3 *Fees*. On September 3, 2013, Islam filed her *Opposition to Atlantis' Motion for*  
4 *Attorney's Fees and Costs*. On September 10, 2013, Atlantis filed its *Reply* and  
5 *Affidavit of Counsel in Support of Plaintiff's Reply to Motion* and submitted the  
6 matter for decision.

7 On September 30, 2013, Defendant, MEI-GSR HOLDINGS LLC dba GRAND  
8 SIERRA RESORT (hereafter Grand Sierra), filed its *Memorandum of Costs*. On  
9 October 3, 2013, Atlantis filed its *Motion to Retax Costs of Defendant Grand Sierra*  
10 *Resort*. On October 9, 2013, Grand Sierra filed its *Reply to Plaintiff's Objection to*  
11 *Defendant GSR's Memorandum of Costs*. On October 17, 2013, Atlantis filed its  
12 *Reply in Support of Plaintiff's Motion to Retax Costs of Defendant Grand Sierra*  
13 *Resort* and submitted the matter for decision.

14 On October 19, 2013, Grand Sierra filed its *Motion for Attorney's Fees*. On  
15 November 1, 2013, Islam filed her *Response to Grand Sierra's Motion for Attorney's*  
16 *Fees*. On November 4, 2013, Atlantis filed its *Opposition to GSR's Motion for Award*  
17 *of Attorney's Fees and Costs* and *Affidavit of Counsel in Support of Plaintiff's*  
18 *Opposition to GSR's Motion for Award of Attorney's Fees and Costs*.

19 **Costs: Atlantis**

20 The Atlantis seeks recovery of \$17,130.61 in costs pursuant to NRS 18.020.  
21 This court has reviewed the invoices filed in support of the requests for cost  
22 reimbursement. This court finds the costs expended by the Plaintiff in this matter  
23 to be both reasonable and necessary. This Court has also reviewed the  
24 documentation and billing to determine the allocation of costs attributable to work  
25 performed against Defendant Islam and co-defendant Grand Sierra. This court finds  
26 that all but \$60.00 is attributed to Ms. Islam. Therefore, Plaintiff is hereby awarded  
27 costs in the amount of **\$17,070.61**.  
28



1           **Costs: Grand Sierra**

2           Grand Sierra seeks recovery of \$37,009.74 in costs pursuant to NRS 18.110.  
3 Included in the request is \$18,026.15 in expert witness fees for Mr. Aguero. This  
4 request is extraordinary. This requests is deficient in itemization and justification.  
5 This court has reviewed Mr. Aguero's report.(Ex. 37) The majority of his report  
6 consists of his resume. While this court relied upon Mr. Aguero's report in  
7 formulating its finding, this resulted in an award of damages of \$23,874.00.<sup>1</sup> Based  
8 upon the court's review of the expert report, the witness' testimony and the final  
9 award, the court reduces the award of expert witness fees to \$3,000.00.

10           Grand Sierra seeks an award of \$2,073.24 for two volumes of the trial  
11 transcripts. While undoubtedly of some assistance to trial counsel, this expense is  
12 not a necessary cost of litigation.

13           Grand Sierra seeks \$11,337.79 in travel and lodging expenses for counsel.  
14 Grand Sierra is seeking to recoup the expenses of air, rental car, meals and lodging  
15 for both Mr. Johnson and Mr. Cohen. <sup>2</sup> Mr. Johnson represented the Grand Sierra  
16 at trial, giving the opening statement, cross-examining witnesses, presenting the  
17 Grand Sierra's case-in-chief and closing arguments. While Mr. Cohen undoubtedly  
18 provided some assistance to Grand Sierra, his participation was more opaque.<sup>3</sup> This  
19 court is without any information as to Mr. Cohen's participation in pretrial  
20 proceedings or incurred other expenses involved in this litigation. Grand Sierra  
21 provides scant documentation and itemization to support these expenses. As such,  
22 this court finds an award for costs of travel and lodging for Mr. Johnson to be more  
23 appropriate in this case. This court will excise the \$4,369.50 sought for Mr. Cohen's  
24 airfare travel to Reno. Therefore, Defendant Grand Sierra Resort is awarded costs  
25 in the amount of **\$15,540.85**.

26  
27  
28 <sup>1</sup> The final award of \$43,874 included \$20,000 in punitive damages not attributable to Mr. Aguero's work.

<sup>2</sup> Defendant Grand Sierra Resorts employed Johnson/Cohen, a Las Vegas firm whose principals attended every day of trial. Any adjustment in the award of costs is no reflection on the client's choice of Las Vegas counsel.

<sup>3</sup> Mr. Cohen did raise one objection at trial, which was sustained.

1           **The Award of Attorney's Fees**

2           Generally speaking, the district court may not award attorneys' fees absent  
3 authority under statute, rule, or contract.<sup>4</sup> The Nevada Supreme Court has upheld  
4 an award of attorney's fees to a "prevailing party."<sup>5</sup> After weighing all the relevant  
5 factors, the district court may award up to the full amount of fees requested.

6           On the other hand, where the court has failed to consider many factors,  
7 and/or has made no findings based upon the evidence that the attorney's fees are  
8 reasonable and justified, it is an abuse of discretion for the court to award the full  
9 amount of fees requested. *Beattie v. Thomas*, 99 Nev. 579, 588, 688 P.2d 268, 274  
10 (1983); *but see MRO Communications, Inc. v. AT&T Co.*, 197 F.3d 1276, 1284 (9th  
11 Cir. 1999)(where affidavits and exhibits submitted in support, and in opposition to,  
12 the motion for attorneys' fees were sufficient to enable a court to consider each of  
13 the four factors outlined in *Beattie* and conclude the amount of fees was reasonable  
14 and justified, the court did not abuse its discretion in awarding attorney's fees  
15 without making specific findings on the four factors).

16           In this case, this court presided over this entire litigation, culminating in a  
17 multi-week bench trial. As such, this court is familiar with the quality of the  
18 advocacy of the attorneys, the character of the work performed by the lawyers and  
19 the result of those efforts. The court has considered the *Beattie* factors in reaching  
20 its findings.

21           This court has also considered Defendant Islam's objections and request for  
22 apportionment of fees between herself and co-defendant Grand Sierra Resort. This  
23 court has reviewed plaintiff's billing invoices in an attempt to allocate fees between  
24 the co-defendants. This court has reviewed, *in camera*, the billing statements of  
25

26  
27 <sup>4</sup> See *Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 132 P.3d 1022, 1028 (2006), citing *State Department of*  
28 *Human Resources v. Fowler*, 109 Nev. 782, 784, 858 P.2d 375,376 (1993).

<sup>5</sup> For attorneys' fees purposes, a plaintiff is prevailing if he succeeds on any significant issue in litigation which achieves some of the benefit he sought in bringing the suit. See *Women's Federal Savings & Loan Association v. Nevada National Bank*, 623 F.Supp. 401, 404 (D. Nev. 1987).

1 counsel for the Atlantis and Grand Sierra. This court finds apportionment of fees  
2 sought by Atlantis against Ms. Islam to be appropriate in this case.

3 **The Atlantis Attorney's Fees**

4 The Atlantis seeks an award of \$364,422.00 in attorney's fees against Ms.  
5 Islam. In reviewing the invoices of Atlantis counsel, this court finds that 84.71% of  
6 the fees in this matter were expended toward the claims asserted against Ms.  
7 Islam. This court finds the fees to be reasonable and justified. Based upon said  
8 review, Plaintiff is hereby awarded attorney's fees in the amount of **\$308,711.00**.

9 **The Grand Sierra Resort Attorney's Fees**

10 By separate *Order* dated November 6, 2013, this court has directed counsel  
11 for the Grand Sierra to submit a more detailed billing statement in support of their  
12 *Motion for Attorney's Fees*. Therefore, at this time, Grand Sierra's *Motion for*  
13 *Attorney's Fees* is **DENIED without prejudice**.

14 **IT IS ORDERED:**

15 Plaintiff Atlantis is awarded **\$17,070.61** in costs and **\$303,711.00** in  
16 attorney's fees.

17 Defendant Grand Sierra is awarded **\$15,540.85** in costs. Grand Sierra's  
18 *Motion for Attorney's Fees* is **DENIED without prejudice**.

19 DATED this 8 day of October, 2013.

20  
21   
22 Patrick Flanagan  
23 DISTRICT COURT JUDGE  
24  
25  
26  
27  
28

1  
2  
3 **CERTIFICATE OF SERVICE**

4 Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second  
5 Judicial District Court of the State of Nevada, County of Washoe; that on this  
6 8 day of November, 2013, I electronically filed the following with the Clerk of  
7 the Court by using the ECF system which will send a notice of electronic filing to  
8 the following:

9 Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,

10 Mark Wray, Esq. for Sumona Islam; and

11 H. Johnson, Esq. for GSR Enterprises

12 I deposited in the Washoe County mailing system for postage and mailing  
13 with the United States Postal Service in Reno, Nevada, a true copy of the attached  
14 document addressed to:

15   
16 Judicial Assistant  
17  
18  
19  
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28

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

5/7/2012

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

**APPLICATION FOR TRO**

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

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

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

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

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

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

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

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

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

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

5/7/2012

HONORABLE  
BRENT ADAMS  
DEPT. NO. 6  
Y. GENTRY

(Clerk)

J. KERNAN  
(Reporter)**APPLICATION FOR TRO**

Counsel Dotson presented further argument regarding modified data by Ms. Islam; that customers weren't receiving play offers or incentives to play from Atlantis but from GSR; that some customers complained regarding confidential information taken from Atlantis.

Discussion ensued regarding how the casinos can sort out what information of customers that were solicited.

Counsel Johnson addressed the Court and advised that Ms. Islam has been suspended until further notice; that she has no access to any GSR computers and she is not allowed to contact any customers; that she has surrendered her cell phone also to GSR. Counsel Johnson further advised that the issue will be players in both databases that were already in the database before Ms. Islam was hired at GSR.

Discussion ensued regarding casino host (ess) has a defined group of customers.

Counsel Johnson further addressed the Court and advises that the casinos maintain a specific list of customers for each host (ess).

Counsel Dotson addressed the Court and concurred; that host (ess) have specific list of their customers.

Discussion ensued regard third party or Special Master look at customer lists of Atlantis and GSR and compare.

Counsel Dotson requested that the Court ask GSR to collect customer information that has been entered into GSR's database by Ms. Islam that may have come from Atlantis.

Further discussion ensued regarding data list; that parties don't want to let the other party know what they have. Court further advised that a third party could look at the list to see which customers were at Atlantis and them improperly given to GSR.

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

5/7/2012

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

**APPLICATION FOR TRO**

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

Further discussion ensued.

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

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

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

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

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

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



CASE NO. CV12-01171

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

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

## APPEARANCES-HEARING

06/20/12

HONORABLE

PATRICK

FLANAGAN

DEPT. NO. 7

K. Oates

(Clerk)

S. Koetting

(Reporter)

STATUS HEARING

Rob Dotson, Esq., was present in Court on behalf of the Plaintiff, with Debra Robinson, Esq., General Counsel for the Plaintiff, being present.

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

Stan Johnson, Esq., and Steve Cohen, Esq., were present in Court via Court Call, on behalf of Defendant GSR Enterprises, LLC, who was not present.

3:02 p.m. – Court convened with Court and counsel present.

The Court addressed and confirmed with the parties that a Temporary Restraining Order (“TRO”) had previously been entered by Department Six against Defendant Sumona Islam, and that the Temporary Restraining Order as to Defendant GSR Enterprises, LLC (“GSR”) remains outstanding.

Counsel Dotson addressed the Court and responded that the TRO as to Defendant Islam is “stale”, as the law provides that a TRO cannot exceed thirty days. Further, counsel advised that the parties can stipulate to extend the TRO or the Court can extend the TRO fifteen days. Further, counsel advised that the parties cannot come to terms as to the TRO against Defendant GSR. Counsel further advised that an investigation is being conducted by the Gaming Control Board as to Defendant Islam, however, the parties would like to proceed with the Preliminary Injunction. Further, counsel advised that the NRCP 16.1 Case Conference was conducted yesterday, and the parties are exchanging documentation.

Counsel Johnson addressed the Court and responded that he had provided counsel Dotson with a revised Stipulation and Order with respect to the GSR TRO, however, counsel Dotson disagreed with the proposed language. Further, counsel moved to have the parties submit the stipulations and orders to the Court for review and consideration. Further, counsel advised that no TRO currently exists against GSR, counsel prefers not to have a TRO entered against GSR, and proceed as Judge Adams previously instructed. Further, counsel argued that no bond was ever posted in this matter, and therefore a TRO would not be valid without the posting of a bond. Counsel further moved to extend the TRO with respect to Defendant Islam until the Preliminary Injunction.

Counsel Wray addressed the Court and responded that even though the TRO has expired with respect to Ms. Islam, she has still “honored” the TRO, even without the

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

## APPEARANCES-HEARING

06/20/12  
HONORABLE  
PATRICK  
FLANAGAN  
DEPT. NO. 7  
K. Oates  
(Clerk)  
S. Koetting  
(Reporter)

STATUS HEARING

posting of a bond or technical issues that may exist. Counsel Wray further argued that Ms. Islam does not want a TRO against GSR, and counsel further argued that Ms. Islam was never noticed of the TRO, and lost the opportunity to address relevant issues. Counsel further moved to file a Motion to Modify or Dissolve the TRO, combine the Preliminary Injunction and Trial on the merits, and further argued that this case is suitable for ADR. Counsel further advised that Ms. Islam is presently not working at GSR, having previously been suspended, has not been contacted by the Gaming Control Board to be interviewed, however, he, counsel Wray, contacted the Gaming Control Board on her behalf. Counsel further argued in support of the civil case proceeding, prior to any criminal matter, if applicable, and further, counsel advised that Defendant GSR reported Ms. Islam to the Gaming Control Board, and she would like to maintain status quo until the Preliminary Injunction is conducted.

Counsel Dotson responded and confirmed that Department Six did not order a bond with respect to Ms. Islam, and he would expect a bond to be posted with respect to GSR. Further, counsel expressed concerns about everyone participating "meaningfully" in ADR, had no objection to the Preliminary Injunction and Trial on the merits being combined, and further addressed the use of a Special Master with respect to the client lists. Counsel further advised that he had located a Special Master, but could not recall his name. Further, counsel stated his concerns as to the Preliminary Injunction going forward in thirty days, as it will take longer than thirty days to provide clients lists and obtain a report from the Special Master.

Counsel Johnson responded and stated his concern as to the discovery that would need to be conducted in this matter.

COURT ORDERED: The parties are ordered to submit changes to the TRO to the Court for review and consideration. As to the requirement of a bond, if there is going to be a stipulation, the Court does not see the necessity of a bond in light of the fact that Defendant Islam continues to abide by the TRO. Further, the Court will let the parties determine if ADR is appropriate, and further, it is the Court's opinion that the use of a Special Master is appropriate as to the client lists. Further, as to the Gaming Control Board investigation involving Defendant Islam, the Court is not going to restrict the conditions of Ms. Islam's participation in the civil matter or a waiver of her Fifth

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

## APPEARANCES-HEARING

06/20/12  
HONORABLE  
PATRICK  
FLANAGAN  
DEPT. NO. 7  
K. Oates  
(Clerk)  
S. Koetting  
(Reporter)

STATUS HEARING

Amendment privileges, however, the Court does not want large sums of money expended preparing for trial, only to have this matter continued.

Counsel Johnson responded and advised that he will provide the Court with his proposed stipulation and order.

COURT ORDERED: The parties are ordered to provide the Court with their proposed Stipulations and Orders no later than Monday, July 2, 2012. Further, the TRO as to Defendant Islam will remain in place until the Preliminary Injunction and Trial, presently set for August 27, 2012 at 9:30 a.m. for Four days.

Counsel Wray and Johnson responded and had no objection. Further, counsel Wray stated his preference to setting a trial on the merits, and further, counsel advised that the Gaming Control Board is investigating Defendant Islam for theft, and unlawful use of a computer. Further, counsel Wray advised that he has a trial in Department Eight on August 27<sup>th</sup>.

The Court advised counsel that D7 will assist coordinating trials with Department Eight. Counsel Dotson and Johnson responded in the affirmative as to the August 27, 2012 Trial date.

Counsel Cohen addressed the Court and moved to set Status Hearing as to the availability of the Report from the Special Master.

COURT ORDERED: The Court has no objection to setting a Status Hearing, but will not require the Report from the Special Master prior to the Preliminary Injunction/Trial on the merits. Further, a Status Hearing will be set for August 2, 2012 at 1:30 p.m. Counsel Johnson, Cohen and Dotson can appear via Court Call. It is further ordered that the Preliminary Injunction/Trial on the merits will proceed on August 27, 2012 at 9:30 a.m. for Four days.

3:48 p.m. – Court stood in recess.

**FILED**

Electronically

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

Joey Orduna Hastings

Clerk of the Court

Transaction # 3719665

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

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

---

4/29/13

CONFERENCE CALL

HONORABLE

Robert Dotson, Esq., counsel for Golden Road Motor, was present telephonically.

PATRICK

Stan Johnson, Esq., counsel for GSR enterprises, LLC. was present telephonically.

FLANAGAN

Mark Wray, Esq., counsel for Sumona Islam, was present telephonically.

DEPT. NO. B7

4:45 p.m. – Court convened with the Court and respective counsel.

J. Krush

The COURT advised counsel it has reviewed Atlantis' opposition filed on February 22, 2013 and vacates its Order filed April 25, 2013 as improvidently granted.

(Clerk)

S. Koetting

Counsel Wray addressed the Court and argued in support of Defendant Sumona Islam's Motion to Dissolve Preliminary Injunction filed February 7, 2013; specifically eliminating the Non-Compete restriction from the Preliminary Injunction entered on August 24, 2012. Counsel Dotson addressed the Court and argued that Atlantis is contractually entitled to the full benefit of its restrictive covenant, which is one (1) full year of the Defendant competing with the Atlantis. He further advised they are almost at the one (1) year mark. Lastly, he argued that confidentiality remain through the trial.

(Reporter)

**COURT ORDERED:** Sumona Islam's Motion to Dissolve Preliminary Injunction as it applies to her and the non-compete is GRANTED. All other provisions of the preliminary injunction order of August 24, 2012 remain in effect.

Counsel Wray to prepare order.

4:55 p.m. – Court stood in recess.

**FILED**

Electronically

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

Joey Orduna Hastings

Clerk of the Court

Transaction # 3743556

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

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

---

4/23/13

STATUS CONFERENCE

HONORABLE

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

PATRICK

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

FLANAGAN

DEPT. NO. B7

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

J. Krush

(Clerk)

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

S. Koetting

(Reporter)

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

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

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

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

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

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

1:59 p.m. – Court stood in recess.

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

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

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

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

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

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

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

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

Counsel Johnson addressed the Court and argued in opposition.

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

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

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

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

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

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

Counsel Dotson presented opening statement.

Counsel Wray presented opening statement.

Counsel Johnson presented opening statement.

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

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

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

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

*Exhibit 61 was offered and ADMITTED over objection.*

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

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

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

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

Counsel Wray conducted cross-examination.

*Exhibit 82 was marked, offered and ADMITTED without objection.*

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

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

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

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

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

APPEARANCES-HEARING

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

BENCH TRIAL - DAY 2

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

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

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

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

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

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

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

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

*Exhibit 59 was offered and ADMITTED over objection.*

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

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

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

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

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

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

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

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

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

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

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

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



DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

APPEARANCES-HEARING

---

7/3/13  
HONORABLE  
PATRICK  
FLANAGAN  
DEPT. NO. 7  
J. Krush  
(Clerk)  
S. Koetting  
(Reporter)

BENCH TRIAL - DAY 3

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

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

1:35 p.m. – Court convened with Court, counsel and respective parties present.

**Counsel Dotson called Sumona Islam.** She was sworn and testified on direct examination.

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

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

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

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

Counsel Dotson addressed the Court and requested that Ms. Islam bring a list of the "players" from January 2012 at GSR that she added to the 5 spiral notebooks.

Counsel Wray addressed and advised the Court that he will provide Mr. Dotson with whatever information he wants on Friday, July 5, 2013.

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

**FILED**

Electronically

07-26-2013:12:15:52 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 3882047

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

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

7/1/13

BENCH TRIAL - DAY 1

HONORABLE

PATRICK

FLANAGAN

DEPT. NO. 7

J. Krush

(Clerk)

S. Koetting

(Reporter)

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

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

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

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

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

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

Counsel Johnson addressed the Court and argued in opposition.

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

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

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

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

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

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

Counsel Dotson presented opening statement.

Counsel Wray presented opening statement.

Counsel Johnson presented opening statement.

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

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

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

CV12-01171  
DC-9900050873-001  
GOLDEN ROAD MOTOR VS SUMON 22 Pages  
District Court 07/26/2013 12:15 PM  
Washoe County  
MCM/lay

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

*Exhibit 61 was offered and ADMITTED over objection.*

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

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

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

Counsel Wray conducted cross-examination.

*Exhibit 82 was marked, offered and ADMITTED without objection.*

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

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

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

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

DATE, JUDGE

OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

7/2/13

BENCH TRIAL - DAY 2

HONORABLE

PATRICK

FLANAGAN

DEPT. NO. 7

J. Krush

(Clerk)

S. Koetting

(Reporter)

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

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

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

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

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

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

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

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

*Exhibit 59 was offered and ADMITTED over objection.*

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

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

Counsel Wray addressed the Court and moved for Court to recess at 4:40 p.m.

tomorrow (July 3, 2013) as counsel from Las Vegas have a 6:00 p.m. flight; no objection(s) stated; **SO ORDERED.**

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

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

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

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

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

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

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

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

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

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

APPEARANCES-HEARING

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7/3/13

BENCH TRIAL - DAY 3

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

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

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

1:35 p.m. – Court convened with Court, counsel and respective parties present.

**Counsel Dotson called Sumona Islam.** She was sworn and testified on direct examination.

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

3:31 p.m. – Court reconvened with Court, counsel and respective parties present.

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

Deposition of Sumona Islam, dated July 23, 2012, was opened and published.

General discussions were had with Court and counsel regarding the remaining trial schedule. Counsel Dotson advised the Court he anticipates that Witness Sumona Islam will be finished on Monday, July 8<sup>th</sup>, and he has 3 witnesses scheduled for Tuesday, July 9<sup>th</sup>. Counsel Wray advised he has 2 witnesses, which may take 20 minutes each.

Counsel Johnson advised that his expert witness is not available until Friday, July 12<sup>th</sup>, and he doesn't anticipate re-calling any of the prior witnesses.

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

Counsel Dotson addressed the Court and requested that Ms. Islam bring a list of the "players" from January 2012 at GSR that she added to the 5 spiral notebooks.

Counsel Wray addressed and advised the Court that he will provide Mr. Dotson with whatever information he wants on Friday, July 5, 2013.

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

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

APPEARANCES-HEARING

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07/08/13  
HONORABLE  
PATRICK  
FLANAGAN  
DEPT. NO. 7  
M. Conway  
(Clerk)  
S. Koetting  
(Reporter)

BENCH TRIAL – DAY 4

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

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

9:30 a.m. – Court convened.

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

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

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

10:49 a.m. – Recess taken.

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

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

11:58 a.m. – Recess taken.

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

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

2:55 p.m. – Recess taken.

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

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

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

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

APPEARANCES-HEARING

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07/09/13      BENCH TRIAL – DAY 5  
HONORABLE      Rob Dotson, Esq. was present in Court on behalf of Plaintiff, Golden Road Motor Inn, Inc. with  
PATRICK      Debbie Robinson Esq., General Counsel for Atlantis/Monarch Casino, acting as client  
FLANAGAN      representative.  
DEPT. NO. 7      Mark Wray, Esq. was present in Court on behalf of Defendant Sumona Islam, who was present.  
M. Conway      Stan Johnson, Esq. and Steven Cohen, Esq. were present in Court on behalf of Defendant GSR  
(Clerk)      Enterprises, LLC, with GSR President Steve Rosen present.  
S. Koetting      9:03 a.m. – Court convened.  
(Reporter)      **Sumona Islam** resumed the stand, heretofore sworn, and continued testifying under cross-  
examination by Counsel Wray.  
Counsel Johnson conducted cross-examination of the witness.  
Counsel Dotson conducted re-direct examination. The witness was released.  
10:05 a.m. – Recess taken.  
10:32 a.m. – Court reconvened with all parties present.  
Counsel Dotson called **Shelly Hadley**, who was sworn and testified under direct examination.  
11:25 a.m. – Lunch recess taken.  
1:47 p.m. – Court reconvened with all parties present.  
**Shelly Hadley**, resumed the stand, heretofore sworn, and direct examination continued.  
***Deposition of Shelly Hadley, dated August 13, 2012, Opened and Published.***  
Counsel Johnson conducted cross-examination.  
Counsel Dotson conducted re-direct examination. The witness was released.  
3:00 p.m. – Recess taken.  
3:20 p.m. – Court reconvened with all parties present.  
Counsel Dotson called **Michael Sterling Lundgren**, who was sworn and testified under direct  
examination.  
Counsel Wray conducted cross-examination. The witness was released.  
Counsel Dotson called **Robert Thomas Woods**, who was sworn and testified under direct  
examination.  
Counsel Wray conducted cross-examination.  
Counsel Johnson conducted cross-examination.  
Counsel Dotson conducted re-direct examination. The witness was released.  
The Court and counsel discussed which witnesses counsel anticipates calling and the remaining  
trial schedule. The Court advised counsel that trial will resume at 11:00 a.m. tomorrow.  
5:10 p.m. – Court stood in recess.

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

APPEARANCES-HEARING

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07/10/13 BENCH TRIAL -- DAY 6  
HONORABLE Rob Dotson, Esq. was present in Court on behalf of Plaintiff, Golden Road Motor Inn, Inc. with  
PATRICK Debbie Robinson Esq., General Counsel for Atlantis/Monarch Casino, acting as client  
FLANAGAN representative.  
DEPT. NO. 7 Mark Wray, Esq. was present in Court on behalf of Defendant Sumona Islam, who was present.  
M. Conway Stan Johnson, Esq. and Steven Cohen, Esq. were present in Court on behalf of Defendant GSR  
(Clerk) Enterprises, LLC, with GSR President Steve Rosen present.  
S. Koetting 11:00 a.m. – Court convened.  
(Reporter) Counsel Dotson called **Susan Moreno**, who was sworn and testified under direct examination.  
Counsel Wray conducted cross-examination.  
Counsel Johnson conducted cross-examination.  
Counsel Dotson conducted re-direct examination. The witness was released.  
12:05 p.m. – Lunch recess taken.  
1:59 p.m. – Court reconvened with all parties present. John Farahi, CEO and president of  
Monarch Resort & Casino was also present.  
Counsel Dotson called **Donna Nunez**, who was sworn and testified under direct examination.  
Counsel Wray conducted cross-examination.  
Counsel Johnson conducted cross-examination.  
Counsel Dotson conducted re-direct examination. The witness was released.  
Counsel Dotson called **Tom Flaherty**, who was sworn and testified under direct examination.  
***Deposition of Tom Flaherty, dated July 24, 2012, opened and published.***  
3:30 p.m. – Recess taken.  
3:50 p.m. – Court reconvened with all parties present.  
**Tom Flaherty** resumed the stand, heretofore sworn, and direct examination continued.  
Counsel Johnson conducted cross-examination.  
Counsel Dotson conducted re-direct examination. The witness was released.  
Counsel Dotson called **Lilia Santos**, who was sworn and testified under direct examination.  
Counsel Wray conducted cross-examination.  
Counsel Johnson conducted cross-examination. The witness was released.  
The Court and counsel discussed the trial schedule for the remaining week.  
5:00 p.m. – Court stood in recess, to resume on July 11, 2013 at 1:30 p.m.



CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

APPEARANCES-HEARING

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07/11/13  
HONORABLE  
PATRICK  
FLANAGAN  
DEPT. NO. 7  
M. Conway  
(Clerk)  
S. Koetting  
(Reporter)

BENCH TRIAL – DAY 7

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

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

1:35 p.m. – Court convened.

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

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

**COURT ORDERED:** Exhibit 60 ADMITTED.

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

Counsel Wray joined in this objection. SO NOTED.

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

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

Counsel Johnson conducted cross-examination.

3:40 p.m. – Recess.

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

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

Counsel Wray conducted cross-examination.

Counsel Dotson conducted re-direct examination.

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

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

5:50 p.m. – Court stood in recess.

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

APPEARANCES-HEARING

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07/12/13  
HONORABLE  
PATRICK  
FLANAGAN  
DEPT. NO. 7  
M. Conway  
(Clerk)  
S. Koetting  
(Reporter)

**BENCH TRIAL – DAY 8**

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

10:32 a.m. – Court convened.

Counsel Dotson called **Christian Ambrose**, who was sworn and testified under direct examination. Counsel Dotson marked for identification and moved for the admission of exhibit 84, no objection(s). **COURT ORDERED: Exhibit 84 ADMITTED.**

Counsel Wray addressed the Court and advised that a witness will need to be taken out of order. Counsel Dotson had no objection.

11:45 a.m. - Recess.

1:35 p.m. - Court convened.

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

No cross examination conducted. The witness was released.

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

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

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

Counsel Dotson conducted cross examination and the witness was released.

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

3:13 p.m. - Recess.

3:38 p.m. - Court reconvened.

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

Counsel Johnson conducted cross examination.

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

Counsel Dotson conducted redirect examination.

Counsel Johnson conducted re-cross examination.

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

The Court and counsel discussed the remaining trial schedule.

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

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

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

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

APPEARANCES-HEARING

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07/16/13  
HONORABLE  
PATRICK  
FLANAGAN  
DEPT. NO. 7  
M. Conway  
(Clerk)  
S. Koetting  
(Reporter)

BENCH TRIAL – DAY 9

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

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

9:00 a.m. – Court convened.

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

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

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

**COURT ORDERED:** Exhibit 85 ADMITTED, over objections.

Counsel Dotson conducted cross examination.

Counsel Johnson conducted cross examination.

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

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

10:32 a.m. - Recess.

10:52 a.m. - Court reconvened.

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

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

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

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

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

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

APPEARANCES-HEARING

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07/18/13  
HONORABLE  
PATRICK  
FLANAGAN  
DEPT. NO. 7  
M. Conway  
(Clerk)  
S. Koetting  
(Reporter)

BENCH TRIAL – DAY 11

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

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

2:36 p.m. - Court convened.

Counsel Dotson presented closing arguments.

Counsel Wray presented closing arguments.

4:48 p.m. - Recess.

5:04 p.m. - Court reconvened.

Counsel Johnson presented closing arguments.

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

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

APPEARANCES-HEARING

07/18/13  
HONORABLE  
PATRICK  
FLANAGAN  
DEPT. NO. 7  
M. Conway  
(Clerk).  
S. Koetting  
(Reporter)

BENCH TRIAL – DAY 11

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

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

9:51 a.m. – Court convened.

Counsel Johnson presented closing arguments.

Counsel Dotson presented further closing argument, including rebuttal argument.

Counsel Wray presented further comments.

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

11:29 a.m. – Recess.

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

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

**COURT FINDS:** The Defendant breached these agreements.

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

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

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

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

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

**COURT FINDS:** Total exclusion of employment is unreasonable.

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

**COURT ORDERED:** Second cause of action: DISMISSED

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

**COURT ORDERED:** Third cause of action is DISMISSED.

CASE NO. CV12-01171

GOLDEN ROAD MOTOR INN, INC.

vs.

SUMONA ISLAM et al.

DATE, JUDGE  
OFFICERS OF  
COURT PRESENT

APPEARANCES-HEARING

---

07/18/13  
HONORABLE  
PATRICK  
FLANAGAN  
DEPT. NO. 7  
M. Conway  
(Clerk)  
S. Koetting  
(Reporter)

BENCH TRIAL – DAY 11

**COURT ORDERED:** Third cause of action is DISMISSED.

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

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

As to the sixth cause of action, Declaratory Relief;

**COURT ORDERED:** GRANTED IN PART/DENIED IN PART.

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

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

**COURT FINDS:** Punitive damages are warranted in this case.

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

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

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

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

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

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

**COURT ORDERED:** Counsel Dotson shall prepare the Order.

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

## Exhibits – Bench Trial

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

PLTF: **Golden Road Motor**

PATY: **Robert Dotson, Esq.**

DEFT: **Sumona Islam**

DATY: **Mark Wray, Esq.**

DEFT: **Grand Sierra Resort (GSR)**

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

Case No: **CV12-01171**

Dept. No: **7**

Clerks: **J. Krush/M. Conway**

Date: **July 1-18, 2013**

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

## Exhibits – Bench Trial

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

PLTF: **Golden Road Motor**

PATY: **Robert Dotson, Esq.**

DEFT: **Sumona Islam**

DATY: **Mark Wray, Esq.**

DEFT: **Grand Sierra Resort (GSR)**

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

Case No: **CV12-01171** Dept. No: **7** Clerks: **J. Krush/M. Conway** Date: **July 1-18, 2013**

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



## Exhibits – Bench Trial

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

PLTF: **Golden Road Motor**

PATY: **Robert Dotson, Esq.**

DEFT: **Sumona Islam**

DATY: **Mark Wray, Esq.**

DEFT: **Grand Sierra Resort (GSR)**

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

Case No: **CV12-01171** Dept. No: **7** Clerks: **J. Krush/M. Conway** Date: **July 1-18, 2013**

Exhibit No.	Party	Description	Marked	Offered	Admitted
17	PLTF	Remainder of employment file of Sumona Islam (GSR 00001 – 00003, 00006, 00009 – 00025, 00028 - 00029)	6/25/13	STIPULATED	7/1/13
18	PLTF	Order Granting Golden Road Motor Inn, Inc's Motion For Temporary Restraining Order Against Defendant Sumona Islam and Agreement Between Defendant Nav-Reno-GS, LLC dba Grand Sierra Resort and Golden Road Motor Inn Inc, entered on July 5, 2012	6/25/13	STIPULATED	7/1/13
19	PLTF	GSR list of guests coded to Islam at GSR (GSR 00740-00752)	6/25/13	STIPULATED	7/1/13
20	PLTF	Atlantis' job description for Executive Casino Host (ATL 0284 – 0285)	6/25/13	STIPULATED	7/1/13
21	PLTF	Atlantis' job description for Concierge Manager (ATL 0286)	6/25/13	STIPULATED	7/1/13
22	PLTF	Emails to / from Rackenberg/ DeCarlo (ATL 0592)	6/25/13	STIPULATED	7/1/13
23	PLTF	Email regarding the hiring of Sumona Islam (ATL 0210)	6/25/13	STIPULATED	7/1/13

## Exhibits – Bench Trial

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

**PLTF: Golden Road Motor**

**PATY: Robert Dotson, Esq.**

**DEFT: Sumona Islam**

**DATY: Mark Wray, Esq.**

**DEFT: Grand Sierra Resort (GSR)**

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

**Case No: CV12-01171    Dept. No: 7    Clerks: J. Krush/M. Conway    Date: July 1-18, 2013**

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

34	PLTF	Spreadsheet for offer dated April 24-May 23 (GSR-AMBROSE 0001-0015)	6/25/13	STIPULATED *SEALED*	7/1/13
35	PLTF	Spreadsheet for offer dated April 24- May 23 Non-Locals Duplicates (GSR-AMBROSE 0016-0018)	6/25/13	STIPULATED *SEALED*	7/1/13
36	PLTF	Spreadsheet for offer dated May 24 – June 19 Non-locals (GSR-AMBROSE 0092-0121)	6/25/13	STIPULATED *SEALED*	7/1/13
37	PLTF	Spreadsheet for offer dated June20 – July17 Non-Locals (GSR-AMBROSE 0062-0091)	6/25/13	STIPULATED *SEALED*	7/1/13
38	PLTF	Spreadsheet for offer dated April 1- 23 Locals (GSR-AMBROSE 0032-0051)	6/25/13	STIPULATED *SEALED*	7/1/13
39	PLTF	Spreadsheet for offer dated April 24- May 23 (GSR-AMBROSE 0019-0026)	6/25/13	STIPULATED *SEALED*	7/1/13
40	PLTF	Spreadsheet for offer dated May 24 – Jun 19 Locals (GSR-AMBROSE 0027-0031)	6/25/13	STIPULATED *SEALED*	7/1/13
41	PLTF	Ambrose Emails (GSR-AMBROSE 0122-0159)	6/25/13	STIPULATED *SEALED*	7/1/13
42	PLTF	Revenue Spreadsheets (GSR-Singh 0001-0007)	6/25/13	STIPULATED *SEALED*	7/1/13
43	PLTF	Harrah's June 26, 2008 letter to Islam (ATL 0266 – 0279)	6/25/13	STIPULATED	7/1/13
44	PLTF	Harrah's October 22, 2009 letter to Islam (ATL 0280, ATL 0283 and ATL 0283a)	6/25/13	STIPULATED	7/1/13
45	PLTF	Email from Tomelden 1/19/12 and from DeCarlo to Finn 1/20/12 and privileged emails (ATL 0281 – 0282)	6/25/13	STIPULATED	7/1/13

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

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

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

79	DEF ISLAM	Frank DeCarlo's emails (Note: All confidential guest information has been redacted from these emails. Many of these documents contain proprietary and/or confidential information and have been designated as being subject to the Stipulated Protective Order (ATL 0296 - 0591) Not printed at this time.	NOT MARKED		
80	PLTF	Full handwritten client list produced by Islam (ISLAM 1- 276)	7/8/13	*SEALED*	
81	DEF ISLAM	Letter to Mark Wray, Esq. from Angela Bader, Esq. dated 10/15/12	6/25/13	STIPULATED	7/1/13
82	DEF ISLAM	Email from Frank DeCarlo filed 12/22/11 and Declining Player Report as of 12/21/11	7/1/13	NO OBJECTION	7/1/13
83	PLTF	Copy of handwritten client list produced by Islam with notations made during review on July 6-7, 2013	7/8/13	NO OBJECTION *SEALED*	7/8/13
84	PLTF	Defendant's Responses to Plaintiff's First Set of Request for Admission to Deendant Nav-Reno-GS, LLC DBA Grand Sierra Resort	7/12/13	NO OBJECTION *SEALED*	7/12/13
85	DEF ISLAM	Handwritten note of Lilia Santos	7/16/13	OBJECTION OVER- RULED	7/16/13
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CASE NO. CV12-01171

GOLDEN ROAD MOTOR vs. SUMONA ISLAM et al.

DATE, JUDGE  
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

09/24/13

HONORABLE

PATRICK

FLANAGAN

DEPT. NO. 7

K. Oates

(Clerk)

S. Koetting

(Reporter)

STATUS HEARING

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

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

Stan Johnson, Esq., and Steve Cohen, Esq., were present via Court Call on behalf of Defendant GSR Enterprises, LLC, who was not present.

1:27 p.m. – Court convened with Court and counsel present.

Counsel for the Plaintiff addressed the Court and argued that he has submitted Plaintiff's Findings of Fact and Conclusions of Law which were signed and filed by the Court, but the Notice has not yet been filed by counsel. Further, counsel advised that Defendant GSR Enterprises, LLC filed their Findings of Fact and Conclusions of Law yesterday, to which Plaintiff's counsel filed their opposition. Further, counsel advised that no Memorandum of Costs or Motion for Attorney's fees has been filed by Defendant GSR Enterprises, LLC.

Further, counsel expressed his concern as to the timing of the appeal, wanting one final judgment only entered, thereby allowing all potential appeals to run from the same date. Further, counsel discussed the serious nature and potential ramifications of the Court's decision, and argued in support of moving this case forward. Counsel Johnson addressed and acknowledged to the Court that he was remiss in submitting their Findings, and further advised that he submitted them last week to Plaintiff's counsel for his review.

Further, counsel advised that he and Plaintiff's counsel cannot agree on any modifications and the Findings have been submitted to the Court for review and written decision.

Counsel Wray addressed the Court and advised that he has spoken to counsel Dotson and responded to and briefed anything relevant to Ms. Islam.

COURT ORDERED: The Court orders counsel Johnson, on behalf of Defendant GSR Enterprises, LLC, to e-mail his proposed Findings to Department Seven. Further, the Court will issue a written decision no later than Friday, October 4, 2013.

1:35 p.m. – Court stood in recess.



**FILED**

Electronically

11-20-2013:08:53:45 AM

Joey Orduna Hastings

Clerk of the Court

Transaction # 4146148

1 **Code 1350**

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

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

7 **GOLDEN ROAD MOTOR INN, INC., a Nevada**  
8 **corporation, dba ATLANTIS CASINO RESORT**  
9 **SPA,**

10 **Plaintiffs,**

**Case No. CV12-01171**

**Dept. No. 7**

11 **vs.**

12 **SUMONA ISLAM, an individual, NAV-RENO-GS, LLC,**  
13 **a Nevada limited liability company, dba GRAND**  
14 **SIERRA RESORT; ABC CORPORATIONS; XYZ**  
15 **PARTERSHIPS; and JOHN DOES I through X,**  
16 **inclusive,**

17 **Defendants.**

18 **CERTIFICATE OF CLERK AND TRANSMITTAL – AMENDED NOTICE OF APPEAL**

19 I certify that I am an employee of the Second Judicial District Court of the State of  
20 Nevada, County of Washoe; that on the 20th day of November, 2013 I electronically filed  
21 the Amended Notice of Appeal in the above entitled matter to the Nevada Supreme Court.

22 I further certify that the transmitted record is a true and correct copy of the original  
23 pleadings on file with the Second Judicial District Court.

24 Dated this 20th day of November, 2013.

25 **JOEY ORDUNA HASTINGS**  
26 **CLERK OF THE COURT**

27 By /s/Annie Smith  
28 Annie Smith  
Deputy Clerk