

EXHIBIT “1”

EXHIBIT “1”

1 1090
2 ROBERT A. DOTSON, ESQ.
3 Nevada State Bar No. 5285
4 rdotson@laxalt-nomura.com
5 ANGELA M. BADER, ESQ.
6 Nevada State Bar No. 5574
7 abader@laxalt-nomura.com
8 LAXALT & NOMURA, LTD.
9 9600 Gateway Drive
10 Reno, Nevada 89521
11 Tel: (775) 322-1170
12 Fax: (775) 322-1865
13 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B6

14 Plaintiff,

15 vs.

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

21 Defendants.

22 **AMENDED VERIFIED COMPLAINT FOR DAMAGES**

23 **Business Court Requested**

24 Plaintiff GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT
25 SPA ("PLAINTIFF" or "ATLANTIS"), by and through its counsel of record, Laxalt & Nomura,
26 Ltd., amends its Verified Complaint For Damages filed with this Court on April 27, 2012 and
27 alleges the following complaint against Defendants SUMONA ISLAM ("ISLAM") and NAV-
28 RENO-GS, LLC d/b/a GRAND SIERRA RESORT ("GSR"), as follows:

///

I.

PARTIES AND JURISDICTION

1. GOLDEN ROAD MOTOR INN, INC. is a Nevada domestic corporation with its principal place of business in the State of Nevada.

2. ISLAM is a resident of Washoe County, Nevada.

3. GSR is a Nevada limited liability company with its principal place of business in the State of Nevada.

4. Plaintiff does not know the true names and capacities or involvement, whether individual, corporate or otherwise, of the Defendants named herein as ABC CORPORATIONS, XYZ PARTNERSHIPS, and JOHN DOES I through X, inclusive. Plaintiff is informed and believes, and upon such information and belief alleges that each of the Defendants designated herein as ABC CORPORATIONS, XYZ PARTNERSHIPS, and/or DOE is negligently or otherwise legally responsible in some manner for the events and happenings referred to herein, and that each negligently or otherwise caused injury or damages proximately suffered by the Plaintiff, as more particularly alleged herein. Plaintiff is informed and believes, and upon such information and belief alleges that ABC CORPORATIONS or LLC's, XYZ PARTNERSHIPS, and/or DOE engaged in the operation of gaming and the hosting of gaming clients at the premises commonly known as the Grand Sierra Resort/GSR. Plaintiff prays leave to amend this Complaint to show their true names and capacities when the same have been finally determined.

5. The actions of the Defendants and their employees and/or agents, whether or not within the scope of their agency, were ratified by the other remaining individual, corporate or partnership Defendants.

6. This Court has subject matter jurisdiction over ATLANTIS' Amended Complaint due to the venue clause contained in the agreement between ATLANTIS and ISLAM regarding company property, proprietary information, and trade secrets and because the allegations complained of below occurred in Washoe County.

///

///

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

II.

GENERAL ALLEGATIONS

7. ATLANTIS hired ISLAM on or about April 16, 2008 as a Concierge Manager.

8. On April 15, 2008, prior to commencing her employment with ATLANTIS, ISLAM executed the ATLANTIS Online System User Agreement ("Online System User Agreement").

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

10. On April 15, 2008, prior to commencing her employment with ATLANTIS, ISLAM also 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.

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

12. ISLAM terminated her employment as an Executive Casino Host with the ATLANTIS on January 19, 2012.

13. Throughout ISLAM's employment at ATLANTIS she had access to and worked with highly sensitive trade secrets and proprietary and confidential information of the ATLANTIS, both online and offline, including but not limited to customer lists or customer information or data (such as player tracking or club information), related to matters of ATLANTIS' business.

14. In or about March, 2012, ATLANTIS began receiving complaints, and continues to receive complaints, from its established guests that ISLAM contacted them on behalf of GSR and extended offers for them to play at GSR.

15. In or about March, 2012, ATLANTIS discovered that ISLAM had modified, destroyed, changed or sabotaged confidential, proprietary, trade secret information of ATLANTIS, including but not limited to customer data belonging to the ATLANTIS on its online system.

16. On April 6, 2012, ATLANTIS issued cease and desist letters to ISLAM and GSR with respect to their use and potential use of the confidential, proprietary and trade secret information of the ATLANTIS. ATLANTIS received a response on April 18, 2012 from counsel for GSR and ISLAM wherein all allegations against ISLAM and GSR were denied.

III.

FIRST CLAIM FOR RELIEF

(Breach of Contract— Confidentiality Agreement as to Islam)

17. ATLANTIS repeats, realleges and incorporates herein each and every allegation set forth in paragraphs 1-16 of its Amended Complaint, as well as each and every allegation contained in every other Claim for Relief, as if fully set forth herein.

18. Pursuant to the terms of the Online System User Agreement, ISLAM, among other things, agreed that all information on ATLANTIS' online system, including but not limited to communications created, sent and received using ATLANTIS' online systems was the property of ATLANTIS, and agreed to maintain confidentiality of the proprietary information / trade secrets of the ATLANTIS including but not limited to guests or perspective guests of the ATLANTIS.

19. Pursuant to the terms of the Business Ethics Policy and Code of Conduct Agreement, 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 the ATLANTIS.

20. Pursuant to the terms of the Trade Secret Agreement, ISLAM agreed, among other things, that all ATLANTIS property including intellectual property such as hotel or casino

1 customer/guest lists with facts about those customers' preferences, histories and other personal
2 or business information, was to remain with the ATLANTIS both during and after her term of
3 employment. ISLAM also agreed that any knowledge of ATLANTIS' intellectual property had
4 by her must not be used or disseminated to any other person or entity for any purpose. Finally,
5 ISLAM also agreed not to use or disseminate any ATLANTIS property, tangible, intellectual or
6 otherwise, in any way that may potentially benefit any person or entity other than ATLANTIS.

7 21. ISLAM breached the above agreements with the ATLANTIS both during and
8 after her employment by taking confidential information and intellectual property owned by the
9 Atlantis and using it to her advantage and the advantage of GSR, her subsequent employer, and
10 to the detriment of ATLANTIS.

11 22. As a direct, proximate and foreseeable result of ISLAM's breaches of
12 confidentiality, ATLANTIS has suffered general and special damages in an amount in excess of
13 Ten Thousand Dollars (\$10,000).

14 23. ATLANTIS has been required to retain the services of an attorney to prosecute its
15 claim against ISLAM and is entitled to reasonable attorney's fees and costs of suit incurred
16 herein.

17 24. Wherefore, Plaintiff pleads for judgment against Defendants, and each of them, as
18 more fully set forth below.

19 IV.

20 **SECOND CLAIM FOR RELIEF**

21 **(Breach of Contract— Non-Compete Agreement as to Islam)**

22 25. ATLANTIS repeats, realleges and incorporates herein each and every allegation
23 set forth in paragraphs 1-24 of its Amended Complaint, as well as each and every allegation
24 contained in every other Claim for Relief, as if fully set forth herein.

25 26. Pursuant to the terms of the Non-Compete Agreement, ISLAM agreed that she
26 would not without the prior written consent of the ATLANTIS be employed by, in any way
27 affiliated with, or provide services to any gaming business or enterprises located within 150
28

1 miles of ATLANTIS for a period of one year after the date that the employment relationship
2 between she and the ATLANTIS ended.

3 27. ISLAM also agreed that the Non-Compete Agreement was the minimum
4 necessary to protect the ATLANTIS in the use and enjoyment of the confidential information
5 and good will of the business of the ATLANTIS.

6 28. ISLAM further agreed that damages cannot fully and adequately compensate
7 ATLANTIS in the event of a breach or violation and that, without limiting the right of
8 ATLANTIS to seek all other legal and equitable remedies available to it, ATLANTIS shall be
9 entitled to injunctive relief, including but not limited to a temporary restraining order, temporary
10 injunction and permanent injunction to prevent any such violations or any continuation of such
11 violations.

12 29. ISLAM terminated her employment with ATLANTIS on January 19, 2012, and,
13 upon information and belief, became employed with GSR on or about January 30, 2012.

14 30. GSR is a gaming business or enterprise located within 150 miles of ATLANTIS.

15 31. ATLANTIS has not consented to ISLAM'S employment with GSR.

16 32. ISLAM has breached the Non-Compete Agreement by accepting employment
17 with GSR prior to January 19, 2013.

18 33. As a direct, proximate and foreseeable result of ISLAM's breach of the Non-
19 Compete Agreement, ATLANTIS has suffered general and special damages in an amount in
20 excess of Ten Thousand Dollars (\$10,000).

21 34. ATLANTIS has been required to retain the services of an attorney to prosecute its
22 claim against ISLAM and is entitled to reasonable attorney's fees and costs of suit incurred
23 herein.

24 35. Wherefore, Plaintiff pleads for judgment against Defendants, and each of them, as
25 more fully set forth below.

26 ///

27 ///

28 ///

V.

THIRD CLAIM FOR RELIEF

(Conversion of Property as to Islam)

36. ATLANTIS repeats, realleges and incorporates herein each and every allegation set forth in paragraphs 1-35 of its Amended Complaint, as well as each and every allegation contained in every other Claim for Relief, as if fully set forth herein.

37. Pursuant to the terms of the Business Ethics Policy and Code of Conduct Agreement, ISLAM agreed that ATLANTIS' online systems are ATLANTIS' property, were provided for her business purposes use to increase her production and effectiveness and that the purpose of the agreement was to ensure use of ATLANTIS' online systems in a productive manner. ISLAM further agreed not to profit from confidential information of the ATLANTIS and not to make false or artificial entries in the books and records of the company for any reason.

38. Within 18 days before she voluntarily terminated her employment with ATLANTIS, ISLAM falsely modified, destroyed, falsely changed and/or sabotaged confidential, proprietary, trade secret information of ATLANTIS, including but not limited to customer data belonging to the ATLANTIS on its online system to her benefit and the benefit of GSR and to the detriment of ATLANTIS.

39. Specifically, ISLAM exercised wrongful control over ATLANTIS property without legal justification and without the consent of ATLANTIS by making address, telephone number and/or email address changes to ATLANTIS hotel or casino customer/guest data that she knew to be false or incorrect which resulted in a taking, use or interference with ATLANTIS property.

40. As a result of ISLAM's wrongful conversion, ATLANTIS customers and guests did not receive regular ATLANTIS offers, and in some cases instead received offers of play from ISLAM and GSR. The fact that some ATLANTIS customers received these direct communications is known as they called ATLANTIS to complain that they had been solicited by ISLAM and GSR.

41. As a direct, proximate and foreseeable result of ISLAM's Conversion, ATLANTIS has suffered general and special damages in an amount in excess of Ten Thousand Dollars (\$10,000).

42. ATLANTIS has been required to retain the services of an attorney to prosecute its claim against ISLAM and is entitled to reasonable attorney's fees and costs of suit incurred herein.

43. Wherefore, Plaintiff pleads for judgment against Defendants, and each of them, as more fully set forth below.

VI.

FOURTH CLAIM FOR RELIEF

(Tortious Interference with Contractual Relations and Prospective Economic Advantage as to Islam and GSR)

44. ATLANTIS repeats, realleges and incorporates herein each and every allegation set forth in paragraphs 1-43 of its Amended Complaint, as well as each and every allegation contained in every other Claim for Relief, as if fully set forth herein.

45. ATLANTIS has an actual Non-Compete Agreement with ISLAM.

46. GSR was aware of the Non-Compete Agreement before or immediately after it hired ISLAM.

47. ATLANTIS has a business relationship with the individuals on its customer/guest lists.

48. ISLAM intentionally, improperly and without privilege, interfered with the prospective economic advantage between ATLANTIS and the individuals on its customer/guest lists by inducing or otherwise causing the prospective economic advantage not to occur. ISLAM did this by: (1) sabotaging ATLANTIS customer/guest lists which caused its customers/guests not to receive offers from ATLANTIS which they might otherwise have accepted and (2) transmitting offers of play at GSR to existing customers of ATLANTIS contained on its confidential and proprietary customer/guest lists which either caused them to play at GSR

1 instead of ATLANTIS or caused ATLANTIS to increase its offer of play or incentives to them in
2 competition with GSR.

3 49. GSR intentionally, improperly and without privilege, interfered with the
4 performance of the Non-Compete Agreement between ATLANTIS and ISLAM by inducing or
5 otherwise causing ISLAM to accept employment with GSR in breach of the Non-Compete
6 Agreement wherein ISLAM agreed that said agreement was the minimum necessary to protect
7 ATLANTIS in the use and enjoyment of confidential information and the good will and business
8 of the ATLANTIS and by facilitating the interference or directly causing the interference
9 through the transmittal of offers and solicitations.

10 50. As a direct, proximate and foreseeable result of ISLAM and GSR's tortious
11 interferences, ATLANTIS has suffered general and special damages in an amount in excess of
12 Ten Thousand Dollars (\$10,000).

13 51. At all times material hereto, the Defendants, and each of them, have acted
14 fraudulently, oppressively, in conscious and malicious disregard of the rights of Plaintiff, and in
15 furtherance of their own financial interests, such as to justify the assessment of punitive damages
16 for the sake of punishment and to deter similar action in the future in a just and reasonable
17 amount in excess of Ten Thousand Dollars (\$10,000).

18 52. ATLANTIS has been required to retain the services of an attorney to prosecute its
19 claim against ISLAM and GSR and is entitled to reasonable attorney's fees and costs of suit
20 incurred herein.

21 53. Wherefore, Plaintiff pleads for judgment against Defendants, and each of them, as
22 more fully set forth below.

23 **VII.**

24 **FIFTH CLAIM FOR RELIEF**

25 **(Violation of Uniform Trade Secret Act, NRS 600.A.010 *et. seq.*, as to Islam and GSR)**

26 54. ATLANTIS repeats, realleges and incorporates herein each and every allegation
27 set forth in paragraphs 1-53 of its Amended Complaint, as well as each and every allegation
28 contained in every other Claim for Relief, as if fully set forth herein.

1 55. Pursuant to the terms of the Trade Secret Agreement, ISLAM agreed, among
2 other things, that all ATLANTIS property including intellectual property such as hotel or casino
3 customer/guest lists with facts about those customers' preferences, histories and other personal
4 or business information, was to remain with the ATLANTIS both during after her term of
5 employment. ISLAM also agreed that any knowledge of ATLANTIS' intellectual property had
6 by her must not be used or disseminated to any other person or entity for any purpose. Finally,
7 ISLAM also agreed not to use or disseminate any ATLANTIS property, tangible, intellectual or
8 otherwise, in any way that may potentially benefit any person or entity other than ATLANTIS.

9 56. ISLAM breached the above referenced agreement(s) with the ATLANTIS both
10 during and after her employment by taking confidential information and intellectual property
11 owned by the Atlantis and using it to her advantage and the advantage of GSR, her subsequent
12 employer, and to the detriment of ATLANTIS.

13 57. Said confidential information of the ATLANTIS constitutes a trade secret as it
14 derives independent economic value, actual or potential, from not being generally known to, and
15 not being readily ascertainable by proper means by the public or any other persons who can
16 obtain commercial or economic value from its disclosure or use and ATLANTIS took reasonable
17 efforts to maintain its secrecy.

18 58. ISLAM and GSR, through improper means, have and will likely continue to
19 misappropriate the trade secrets of ATLANTIS.

20 59. As a direct, proximate and foreseeable result of ISLAM and GSR's
21 misappropriation of the trade secrets of ATLANTIS, ATLANTIS has suffered general and
22 special damages in an amount in excess of Ten Thousand Dollars (\$10,000).

23 60. At all times material hereto, the Defendants, and each of them, have acted with
24 willful, wanton and reckless behavior in misappropriating the trade secrets of the ATLANTIS
25 such as to justify the assessment of exemplary damages in an amount not exceeding twice the
26 award for the misappropriation.

27
28

IX.

SEVENTH CLAIM FOR RELIEF

(Injunctive Relief as to Islam and GSR)

69. ATLANTIS repeats, realleges and incorporates herein each and every allegation set forth in paragraphs 1-68 of its Amended Complaint, as well as each and every allegation contained in every other Claim for Relief, as if fully set forth herein.

70. ATLANTIS has an interest in protecting confidential and proprietary information and trade secrets related to its business.

71. In an effort to protect its confidential and proprietary matters related to its business, ATLANTIS mandates that its employees execute the aforementioned agreements both upon commencement of their employment and regularly throughout their employment.

72. ISLAM executed all such agreements referenced above, some multiple times.

73. ISLAM breached these agreements and continues to breach them.

74. ATLANTIS is entitled to an injunction precluding ISLAM from further breaching the terms of the agreements.

75. ATLANTIS will suffer irreparable harm by ISLAM'S continual breaches of the terms of the agreements if the relief requested by ATLANTIS is not granted.

76. ISLAM will not be burdened by complying with the terms of the agreements to which she previously agreed to abide.

77. ATLANTIS requests injunctive relief in the form of an order precluding ISLAM from further breaching the terms of the agreements.

78. ISLAM and GSR are subject to injunctive relief per NRS 600A.040 due to actual or threatened misappropriation of the trade secrets of ATLANTIS.

79. ATLANTIS has been required to retain the services of an attorney to prosecute its claim against ISLAM and GSR and is entitled to reasonable attorney's fees and costs of suit incurred herein.

80. Wherefore, Plaintiff pleads for judgment against Defendants and each of them as more fully set forth below.

1 X.

2 PRAYER FOR RELIEF

3 WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of them, as
4 more fully set forth below.

5 WHEREFORE, Plaintiff, while expressly reserving its right to amend this Amended
6 Complaint up to and including the time of trial to include additional Defendants, additional
7 theories of recovery, and items of damage not yet ascertained, demands judgment against the
8 Defendants, and each of them, as follows:


- 9
- 10 1. General damages in excess of \$10,000;
 - 11 2. Special damages in excess of \$10,000;
 - 12 3. Punitive or exemplary damages in an amount in excess of \$10,000;
 - 13 4. For a temporary restraining order;
 - 14 5. For declaratory and permanent injunctive relief;
 - 15 6. For pre and post-judgment interest;
 - 16 7. For reasonable attorney's fees and costs of suit; and
 - 17 8. For such other and further relief as the Court deems to be just and appropriate.

18 Affirmation Pursuant to NRS 239B.030

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

21 Dated this 7 day of May, 2012.

22 LAXALT & NOMURA, LTD.

23 
24 ROBERT A. DOTSON
25 Nevada State Bar No. 5285
26 ANGELA M. BADER
27 Nevada State Bar No. 5574
28 9600 Gateway Drive
Reno, Nevada 89521
(775) 322-1170
Attorneys for Plaintiff

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

VERIFICATION

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

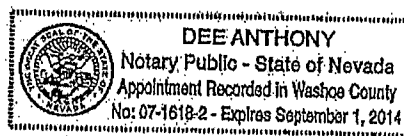
Debra Robinson does hereby swear under penalty of perjury that the assertions are true:

That I am the General Counsel for Plaintiff in the above-entitled action; that I have read the foregoing **VERIFIED COMPLAINT FOR DAMAGES** and know the contents thereof; that the same is true of my own knowledge, except as to those matters which are therein stated upon information and belief, and as to those matters, I believe it to be true.


DEBRA B. ROBINSON

Subscribed and sworn to before me this
27th day of April, 2012.


NOTARY PUBLIC



1 CERTIFICATE OF SERVICE

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

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

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

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

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

15 ☐ Reno/Carson Messenger Service

16 addressed as follows:

17 DATED this 7th day of May, 2012.

18 /s/ Deborah Penhale for
19 L. MORGAN BOGUMIL

EXHIBIT “2”

EXHIBIT “2”

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

Dept. No.: 7

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,

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 \$23,874.00.¹ 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.² 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.³ 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 ¹ The final award of \$43,874 included \$20,000 in punitive damages not attributable to Mr. Aguero's work.

28 ² 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.

³ 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.⁴ The Nevada Supreme Court has upheld
4 an award of attorney's fees to a "prevailing party."⁵ 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 ⁴ 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).

⁵ 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 Patrick Flanagan
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

EXHIBIT “3”

EXHIBIT “3”

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

Dept. No.: 7

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,

Defendants.

ORDER

Procedural History

On October 19, 2013, Defendant, NAV-RENO-GS, LLC, a Nevada limited liability company, dba GRAND SIERRA RESORT (hereafter GSR), filed its *Motion for Attorney Fees*, and *Affidavit of Counsel in Support*. On November 1, 2013, Defendant, SUMONA ISLAM, filed her *Response to Grand Sierra's Motion for Attorney's Fees*. On November 4, 2013, Plaintiff, GOLDEN ROAD MOTOR INN, INC., a Nevada corporation, dba ATLANTIS CASINO RESORT SPA (hereafter Atlantis), filed its *Opposition to GSR's Motion for Award of Attorney's Fees and Costs*, and *Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Motion*

1 for Award of Attorney's Fees and Costs. On November 6, 2013, this court entered its
2 Order requesting GSR provide more detailed invoices to allow it to determine the
3 reasonableness of GSR's fees. On January 21, 2014, GSR filed its *Renewed Motion*
4 *for Award of Attorney's Fees & Costs and Affidavit of Counsel in Support*. On
5 February 6, 2014, Atlantis filed its *Opposition to GSR's Renewed Motion for Award*
6 *of Attorney Fees & Costs and Affidavit of Counsel in Support*. On February 18, 2014,
7 GSR filed its *Reply* and submitted this matter for decision on February 25, 2014.

8 **The Award of Attorney Fees**

9 1. NRCP 68 and NRS § 17.115

10 Legal Standard

11 GSR claims attorney fees as the prevailing party based upon Plaintiff's
12 rejection of its Offer of Judgment under NRCP 68 and NRS §17.115. In
13 determining whether to award attorney fees in the offer of judgment context, a
14 district court is required to weigh and consider the factors outlined in *Beattie v.*
15 *Thomas*, 99 Nev. 579, 668 P.2d 268 (1983). As a threshold matter, however, this
16 court must determine the validity of GSR's Offer of Judgment.

17 When determining the validity of an offer of judgment the court must apply
18 general contract principles. *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254,
19 1257 (2005) (holding that contract principles apply to settlement agreements); *and*
20 *see Albios v. Horizon Communities Inc.*, 122 Nev. 409, 424, 132 P.3d 1022, 1032
21 (2006) (contract principles apply to NRS 17.115 and NRCP 68's unapportioned
22 offers of judgment). Under general contract principles, the offer must invite
23 acceptance in the offeree. "An offer is the manifestation of willingness to enter into
24 a bargain, so made as to justify another person in *understanding* that his assent to
25 that bargain is invited and will conclude it. Restatement (Second) of Contracts § 24
26 (1981) (emphasis added).

27 Applying these principles to NRCP 68 and NRS 17.115, the court's focus is
28 placed on the offeree's understanding of the offer and whether the offeree had a

1 meaningful opportunity to weigh the attendant risks of the offer. *Edwards*
2 *Industries, Inc. v. DTE/BTE, Inc.*, 112 Nev. 1025, 923 P.2d 569 (1996); *see also*
3 *Bergmann v. Boyce*, 109 Nev. 670, 856 P.2d 560 (1993). The purpose of NRC 68
4 and NRS 17.115 is settlement. Where there is a single theory of liability, calling for
5 the same person or entity to decide whether or not to settle, this purpose is
6 furthered. *RTTC Commc'ns, LLC v. Saratoga Flier, Inc.*, 121 Nev. 34, 42, 110 P.3d
7 24, 29 (2005).

8 Analysis

9 The Offer of Judgment was made on May 20, 2013, on behalf of Nav-Reno-
10 GS, LLC. Prior to that date, Nav-Reno-GS, LLC merged into MEI-GSR-Holdings,
11 LLC. Nav-Reno-GS, LLC had no further association with GSR after October 1,
12 2012, and ceased to be the licensee. Additionally, the Offer of Judgment names Nav-
13 Reno-GS, LLC as a "d/b/a of Grand Sierra Resort" and was tendered to Plaintiff's
14 counsel by GSR's counsel, who remained the same throughout the litigation.
15 Plaintiff does not dispute these facts. In fact, the parties stipulated to the
16 substitution of MEI-GSR-Holdings, LLC in place of Nav-Reno-GS, LLC on June 21,
17 2013, one month after the offer was tendered to Plaintiff.

18 These facts more than suggest that Plaintiff was aware of the identity of the
19 offeror, *i.e.* Plaintiff knew that GSR was the principal entity. Moreover, two theories
20 of liability were asserted against GSR (tortious interference with contract and a
21 violation of the Uniform Trade Secret Act); however, both arose from one contract
22 and the offer was tendered to just one party – Plaintiff. Finally, GSR maintained
23 the same attorneys throughout this litigation with whom Plaintiff consistently dealt
24 with and were familiar with. Thus, in determining what the offeree understood
25 during the negotiation process, the court finds Plaintiff understood the nature of the
26 offer, the party making the offer, and was able to adequately weigh the attendant
27 risks of pursuing litigation against GSR. Thus, the purpose of the rules is furthered
28 and the Offer of Judgment is valid.

1 2. The reasonableness of the fees pursuant to *Brunzell*

2 Legal Standard

3 In considering the reasonableness of an award of attorney fees, this court
4 must consider and weigh the following factors:

5 (1) *The qualities of the advocate*: his ability, training, education, experience,
6 professional standing and skill;

7 (2) *The character of the work done*: its difficulty, intricacy, importance, the
8 time and skill required, the responsibility imposed and the prominence
9 and character of the parties where they effect the importance of the
10 litigation;

11 (3) *The work actually performed by the lawyer*: the skill, time and attention
12 given to the work; and

13 (4) *The result*: whether the attorney was successful and what benefits were
14 derived.

15 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

16 Analysis

17 As to the first *Brunzell* factor, Mr. Johnson has been practicing law for 25
18 years in the area of complex civil and business litigation. He has demonstrated
19 professional skill and expertise in the area of trade secrets and gaming law. This
20 factor is met. Second, this trial involved complex trade secrets issues including
21 issues of first impressions involving the definition of "trade secret" as it applied to a
22 casino host's "book of business." There was a significant employment law issue
23 involving an employment contract's restrictive non-compete covenant. There were
24 multiple parties, including an intricate defense of a co-defendant. There was a
25 substantial damage issue requiring expert testimony, analysis and argument over
26 disputed theoretical and actual damages models unique to the gaming industry. The
27 court finds the second *Brunzell* factor is met. Third, it appears Mr. Johnson did the
28

1 bulk of the litigation work.¹ This court had an opportunity to observe Mr. Johnson
2 in trial and finds the third factor is met. Finally, the result of the trial was the
3 complete vindication of GSR, thereby fulfilling the fourth factor.

4 The satisfaction of the four-part analysis of *Brunzell* does not automatically
5 terminate this court's inquiry. This court must also determine whether the attorney
6 fees sought are reasonable and justified in timing and amount. *See Beattie*, at 588-
7 89. The court is limited to reviewing the fees incurred from the service of the Offer
8 of Judgment forward. NRCP 68(f)(2); NRS 17.115.

9 GSR seeks \$391,932.80 in attorney fees. However, the Offer of Judgment was
10 served on May 20, 2013. Beginning with May 20, 2013, GSR is entitled to the fees
11 incurred from the date of service of the Offer of Judgment forward, which totals
12 \$190,124.50.

13 This court presided over this case from the temporary restraining order
14 hearing to closing arguments after a bench trial. From this vantage point, the court
15 finds the amount of \$190,124.50 is a reasonable amount of attorney fees when
16 compared with the fees of the other parties to this litigation, and is justified from
17 the date of the Offer of Judgment forward.

18 3. NRS § 600A.060

19 In light of the award of attorney's fees pursuant to NRCP 68 and NRS 17.115,
20 the court declines to award additional fees pursuant to NRS 600A.060.

21 Conclusion

22 This court finds that Grand Sierra Resort is entitled to an award of attorney
23 fees in the amount of \$190,124.50 and reconfirms the prior order awarding Grand
24 Sierra Resort \$15,540.85 in costs. Defendant Grand Sierra Resort is awarded post-
25 judgment interest in the statutory amount.

26
27
28 ¹ Previously, this court disallowed the award of trial-related fees and costs as to Mr. Cohen, while allowing his fees and costs for pretrial assistance in the analysis of co-defendant ISLAM's employment contract. Likewise, this court finds the fees for the work done by the associates and paralegal to be reasonable and necessarily incurred in the defense of GSR.

1 IT IS FURTHER ORDERED that Grand Sierra Resort submit a redacted
2 copy of its billing statements to Plaintiff within fifteen (15) days of entry of this
3 Order.

4 DATED this 14 day of March, 2014.

5
6
7 Patrick Flanagan
8 Patrick Flanagan
9 DISTRICT COURT JUDGE
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

8
9
10
11
12
13

14
15
16

17
18
19

20
21
22

23
24
25
26
27
28

7

EXHIBIT “4”

EXHIBIT “4”

2540
COHEN-JOHNSON, LLC
H. STAN JOHNSON
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: CV12-01171

Dept. No.: B7

NOTICE OF ENTRY OF ORDER

NOTICE IS HEREBY GIVEN that the ORDER was entered in the above-captioned case
on the 14th day of March, 2014, a copy of which is attached hereto as Exhibit "A".

Dated this 14th day of January, 2014.

COHEN-JOHNSON, LLC

/s/ H. Stan Johnson
H. STAN JOHNSON
Nevada Bar No. 00265
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

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

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

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.

INDEX OF EXHIBITS

Exhibits	Description	Pages
1	Order	8

CERTIFICATE OF MAILING

I hereby certify that on the 11th day of April, 2014, I served a copy of the foregoing
NOTICE OF ENTRY OF ORDER upon each of the parties via email and by depositing a copy
of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class
Postage fully prepaid, and addressed to:

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

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

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

/s/ Kelly J. Montgomery
An employee of Cohen-Johnson, LLC

FILED
Electronically
2014-04-11 04:16:35 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4384230

Exhibit “A”

Exhibit “A”

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

Procedural History

On October 19, 2013, Defendant, NAV-RENO-GS, LLC, a Nevada limited liability company, dba GRAND SIERRA RESORT (hereafter GSR), filed its *Motion for Attorney Fees*, and *Affidavit of Counsel in Support*. On November 1, 2013, Defendant, SUMONA ISLAM, filed her *Response to Grand Sierra's Motion for Attorney's Fees*. On November 4, 2013, Plaintiff, GOLDEN ROAD MOTOR INN, INC., a Nevada corporation, dba ATLANTIS CASINO RESORT SPA (hereafter Atlantis), filed its *Opposition to GSR's Motion for Award of Attorney's Fees and Costs*, and *Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Motion*

1 for Award of Attorney's Fees and Costs. On November 6, 2013, this court entered its
2 Order requesting GSR provide more detailed invoices to allow it to determine the
3 reasonableness of GSR's fees. On January 21, 2014, GSR filed its *Renewed Motion*
4 *for Award of Attorney's Fees & Costs and Affidavit of Counsel in Support*. On
5 February 6, 2014, Atlantis filed its *Opposition to GSR's Renewed Motion for Award*
6 *of Attorney Fees & Costs and Affidavit of Counsel in Support*. On February 18, 2014,
7 GSR filed its *Reply* and submitted this matter for decision on February 25, 2014.

8 The Award of Attorney Fees

9 1. NRCP 68 and NRS § 17.115

10 Legal Standard

11 GSR claims attorney fees as the prevailing party based upon Plaintiff's
12 rejection of its Offer of Judgment under NRCP 68 and NRS §17.115. In
13 determining whether to award attorney fees in the offer of judgment context, a
14 district court is required to weigh and consider the factors outlined in *Beattie v.*
15 *Thomas*, 99 Nev. 579, 668 P.2d 268 (1988). As a threshold matter, however, this
16 court must determine the validity of GSR's Offer of Judgment.

17 When determining the validity of an offer of judgment the court must apply
18 general contract principles. *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254,
19 1257 (2005) (holding that contract principles apply to settlement agreements); *and*
20 *see Albios v. Horizon Communities Inc.*, 122 Nev. 409, 424, 132 P.3d 1022, 1082
21 (2006) (contract principles apply to NRS 17.115 and NRCP 68's unapportioned
22 offers of judgment). Under general contract principles, the offer must invite
23 acceptance in the offeree. "An offer is the manifestation of willingness to enter into
24 a bargain, so made as to justify another person in *understanding* that his assent to
25 that bargain is invited and will conclude it. Restatement (Second) of Contracts § 24
26 (1981) (emphasis added).

27 Applying these principles to NRCP 68 and NRS 17.115, the court's focus is
28 placed on the offeree's understanding of the offer and whether the offeree had a

1 meaningful opportunity to weigh the attendant risks of the offer. *Edwards*
2 *Industries, Inc. v. DTE/BTE, Inc.*, 112 Nev. 1025, 923 P.2d 569 (1996); *see also*
3 *Bergmann v. Boyce*, 109 Nev. 670, 856 P.2d 560 (1993). The purpose of NRCP 68
4 and NRS 17.115 is settlement. Where there is a single theory of liability, calling for
5 the same person or entity to decide whether or not to settle, this purpose is
6 furthered. *RTTC Commc'ns, LLC v. Saratoga Flier, Inc.*, 121 Nev. 34, 42, 110 P.3d
7 24, 29 (2005).

8 Analysis

9 The Offer of Judgment was made on May 20, 2013, on behalf of Nav-Reno-
10 GS, LLC. Prior to that date, Nav-Reno-GS, LLC merged into MEI-GSR-Holdings,
11 LLC. Nav-Reno-GS, LLC had no further association with GSR after October 1,
12 2012, and ceased to be the licensee. Additionally, the Offer of Judgment names Nav-
13 Reno-GS, LLC as a "d/b/a of Grand Sierra Resort" and was tendered to Plaintiff's
14 counsel by GSR's counsel, who remained the same throughout the litigation.
15 Plaintiff does not dispute these facts. In fact, the parties stipulated to the
16 substitution of MEI-GSR-Holdings, LLC in place of Nav-Reno-GS, LLC on June 21,
17 2013, one month after the offer was tendered to Plaintiff.

18 These facts more than suggest that Plaintiff was aware of the identity of the
19 offeror, *i.e.* Plaintiff knew that GSR was the principal entity. Moreover, two theories
20 of liability were asserted against GSR (tortious interference with contract and a
21 violation of the Uniform Trade Secret Act); however, both arose from one contract
22 and the offer was tendered to just one party – Plaintiff. Finally, GSR maintained
23 the same attorneys throughout this litigation with whom Plaintiff consistently dealt
24 with and were familiar with. Thus, in determining what the offeree understood
25 during the negotiation process, the court finds Plaintiff understood the nature of the
26 offer, the party making the offer, and was able to adequately weigh the attendant
27 risks of pursuing litigation against GSR. Thus, the purpose of the rules is furthered
28 and the Offer of Judgment is valid.

1 2. The reasonableness of the fees pursuant to *Brunzell*

2 Legal Standard

3 In considering the reasonableness of an award of attorney fees, this court
4 must consider and weigh the following factors:

5 (1) *The qualities of the advocate*: his ability, training, education, experience,
6 professional standing and skill;

7 (2) *The character of the work done*: its difficulty, intricacy, importance, the
8 time and skill required, the responsibility imposed and the prominence
9 and character of the parties where they effect the importance of the
10 litigation;

11 (3) *The work actually performed by the lawyer*: the skill, time and attention
12 given to the work; and

13 (4) *The result*: whether the attorney was successful and what benefits were
14 derived.

15 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

16 Analysis

17 As to the first *Brunzell* factor, Mr. Johnson has been practicing law for 25
18 years in the area of complex civil and business litigation. He has demonstrated
19 professional skill and expertise in the area of trade secrets and gaming law. This
20 factor is met. Second, this trial involved complex trade secrets issues including
21 issues of first impressions involving the definition of "trade secret" as it applied to a
22 casino host's "book of business." There was a significant employment law issue
23 involving an employment contract's restrictive non-compete covenant. There were
24 multiple parties, including an intricate defense of a co-defendant. There was a
25 substantial damage issue requiring expert testimony, analysis and argument over
26 disputed theoretical and actual damages models unique to the gaming industry. The
27 court finds the second *Brunzell* factor is met. Third, it appears Mr. Johnson did the
28

1 bulk of the litigation work.¹ This court had an opportunity to observe Mr. Johnson
2 in trial and finds the third factor is met. Finally, the result of the trial was the
3 complete vindication of GSR, thereby fulfilling the fourth factor.

4 The satisfaction of the four-part analysis of *Brunzell* does not automatically
5 terminate this court's inquiry. This court must also determine whether the attorney
6 fees sought are reasonable and justified in timing and amount. *See Beattie*, at 588-
7 89. The court is limited to reviewing the fees incurred from the service of the Offer
8 of Judgment forward. NRCP 68(f)(2); NRS 17.115.

9 GSR seeks \$391,932.80 in attorney fees. However, the Offer of Judgment was
10 served on May 20, 2013. Beginning with May 20, 2013, GSR is entitled to the fees
11 incurred from the date of service of the Offer of Judgment forward, which totals
12 \$190,124.50.

13 This court presided over this case from the temporary restraining order
14 hearing to closing arguments after a bench trial. From this vantage point, the court
15 finds the amount of \$190,124.50 is a reasonable amount of attorney fees when
16 compared with the fees of the other parties to this litigation, and is justified from
17 the date of the Offer of Judgment forward.

18 8. NRS § 600A.060

19 In light of the award of attorney's fees pursuant to NRCP 68 and NRS 17.115,
20 the court declines to award additional fees pursuant to NRS 600A.060.

21 Conclusion

22 This court finds that Grand Sierra Resort is entitled to an award of attorney
23 fees in the amount of \$190,124.50 and reconfirms the prior order awarding Grand
24 Sierra Resort \$15,540.85 in costs. Defendant Grand Sierra Resort is awarded post-
25 judgment interest in the statutory amount.

26
27
28 ¹ Previously, this court disallowed the award of trial-related fees and costs as to Mr. Cohen, while allowing his fees and costs for pretrial assistance in the analysis of co-defendant ISLAM's employment contract. Likewise, this court finds the fees for the work done by the associates and paralegal to be reasonable and necessarily incurred in the defense of GSR.

1 IT IS FURTHER ORDERED that Grand Sierra Resort submit a redacted
2 copy of its billing statements to Plaintiff within fifteen (15) days of entry of this
3 Order.

4 DATED this 14 day of March, 2014.
5
6

7 Patrick Flanagan
8 Patrick Flanagan
9 DISTRICT COURT JUDGE
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

8
9
10
11
12
13

14
15
16

17
18
19

20
21
22

23
24

26
27
28

EXHIBIT “5”

EXHIBIT “5”

1 **2540**
2 **COHEN-JOHNSON, LLC**
3 **H. STAN JOHNSON**
4 Nevada Bar No. 00265
5 sjohnson@cohenjohnson.com
6 **STEVEN B. COHEN, ESQ.**
7 Nevada Bar No. 2327
8 255 E. Warm Springs Road, Suite 100
9 Las Vegas, Nevada 89119
10 Telephone: (702) 823-3500
11 Facsimile: (702) 823-3400
12 Attorneys for Grand Sierra Resort

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

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

13 **Plaintiff,**

14 **vs.**

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

18 **Defendants.**

Case No.: CV12-01171

Dept. No.: B7

19 **NOTICE OF ENTRY OF ORDER**

20 NOTICE IS HEREBY GIVEN that the ORDER was entered in the above-captioned case
21 on the 14th day of March, 2014, a copy of which is attached hereto as Exhibit "A".

22 Dated this 14th day of January, 2014.

23 **COHEN-JOHNSON, LLC**

24 */s/ H. Stan Johnson*
25 **H. STAN JOHNSON**
26 Nevada Bar No. 00265
27 **STEVEN B. COHEN, ESQ.**
28 Nevada Bar No. 2327
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

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

Affirmation Pursuant to NRS § 239B.030

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

INDEX OF EXHIBITS

Exhibits	Description	Pages
1	Order	8

CERTIFICATE OF MAILING

I hereby certify that on the 11th day of April, 2014, I served a copy of the foregoing
NOTICE OF ENTRY OF ORDER upon each of the parties via email and by depositing a copy
of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class
Postage fully prepaid, and addressed to:

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

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

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

/s/ Kelly J. Montgomery
An employee of Cohen-Johnson, LLC

Exhibit “A”

Exhibit “A”

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

Dept. No.: 7

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,

Defendants.

ORDER

Procedural History

On October 19, 2013, Defendant, NAV-RENO-GS, LLC, a Nevada limited liability company, dba GRAND SIERRA RESORT (hereafter GSR), filed its *Motion for Attorney Fees, and Affidavit of Counsel in Support*. On November 1, 2013, Defendant, SUMONA ISLAM, filed her *Response to Grand Sierra's Motion for Attorney's Fees*. On November 4, 2013, Plaintiff, GOLDEN ROAD MOTOR INN, INC., a Nevada corporation, dba ATLANTIS CASINO RESORT SPA (hereafter Atlantis), filed its *Opposition to GSR's Motion for Award of Attorney's Fees and Costs, and Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Motion*

1 for Award of Attorney's Fees and Costs. On November 6, 2013, this court entered its
2 Order requesting GSR provide more detailed invoices to allow it to determine the
3 reasonableness of GSR's fees. On January 21, 2014, GSR filed its *Renewed Motion*
4 *for Award of Attorney's Fees & Costs and Affidavit of Counsel in Support*. On
5 February 6, 2014, Atlantis filed its *Opposition to GSR's Renewed Motion for Award*
6 *of Attorney Fees & Costs and Affidavit of Counsel in Support*. On February 18, 2014,
7 GSR filed its *Reply* and submitted this matter for decision on February 25, 2014.

8 The Award of Attorney Fees

9 1. NRCP 68 and NRS § 17.115

10 Legal Standard

11 GSR claims attorney fees as the prevailing party based upon Plaintiff's
12 rejection of its Offer of Judgment under NRCP 68 and NRS §17.115. In
13 determining whether to award attorney fees in the offer of judgment context, a
14 district court is required to weigh and consider the factors outlined in *Beattie v.*
15 *Thomas*, 99 Nev. 579, 668 P.2d 268 (1983). As a threshold matter, however, this
16 court must determine the validity of GSR's Offer of Judgment.

17 When determining the validity of an offer of judgment the court must apply
18 general contract principles. *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254,
19 1257 (2005) (holding that contract principles apply to settlement agreements); *and*
20 *see Albios v. Horizon Communities Inc.*, 122 Nev. 409, 424, 132 P.3d 1022, 1032
21 (2006) (contract principles apply to NRS 17.115 and NRCP 68's unapportioned
22 offers of judgment). Under general contract principles, the offer must invite
23 acceptance in the offeree. "An offer is the manifestation of willingness to enter into
24 a bargain, so made as to justify another person in *understanding* that his assent to
25 that bargain is invited and will conclude it. Restatement (Second) of Contracts § 24
26 (1981) (emphasis added).

27 Applying these principles to NRCP 68 and NRS 17.115, the court's focus is
28 placed on the offeree's understanding of the offer and whether the offeree had a

1 meaningful opportunity to weigh the attendant risks of the offer. *Edwards*
2 *Industries, Inc. v. DTE/BTE, Inc.*, 112 Nev. 1025, 928 P.2d 569 (1996); *see also*
3 *Bergmann v. Boyce*, 109 Nev. 670, 856 P.2d 560 (1993). The purpose of NRCP 68
4 and NRS 17.115 is settlement. Where there is a single theory of liability, calling for
5 the same person or entity to decide whether or not to settle, this purpose is
6 furthered. *RTTC Commc'ns, LLC v. Saratoga Flier, Inc.*, 121 Nev. 84, 42, 110 P.3d
7 24, 29 (2005).

8 Analysis

9 The Offer of Judgment was made on May 20, 2013, on behalf of Nav-Reno-
10 GS, LLC. Prior to that date, Nav-Reno-GS, LLC merged into MEI-GSR-Holdings,
11 LLC. Nav-Reno-GS, LLC had no further association with GSR after October 1,
12 2012, and ceased to be the licensee. Additionally, the Offer of Judgment names Nav-
13 Reno-GS, LLC as a "d/b/a of Grand Sierra Resort" and was tendered to Plaintiff's
14 counsel by GSR's counsel, who remained the same throughout the litigation.
15 Plaintiff does not dispute these facts. In fact, the parties stipulated to the
16 substitution of MEI-GSR-Holdings, LLC in place of Nav-Reno-GS, LLC on June 21,
17 2013, one month after the offer was tendered to Plaintiff.

18 These facts more than suggest that Plaintiff was aware of the identity of the
19 offeror, i.e. Plaintiff knew that GSR was the principal entity. Moreover, two theories
20 of liability were asserted against GSR (tortious interference with contract and a
21 violation of the Uniform Trade Secret Act); however, both arose from one contract
22 and the offer was tendered to just one party – Plaintiff. Finally, GSR maintained
23 the same attorneys throughout this litigation with whom Plaintiff consistently dealt
24 with and were familiar with. Thus, in determining what the offeree understood
25 during the negotiation process, the court finds Plaintiff understood the nature of the
26 offer, the party making the offer, and was able to adequately weigh the attendant
27 risks of pursuing litigation against GSR. Thus, the purpose of the rules is furthered
28 and the Offer of Judgment is valid.

1 2. The reasonableness of the fees pursuant to *Brunzell*

2 Legal Standard

3 In considering the reasonableness of an award of attorney fees, this court
4 must consider and weigh the following factors:

5 (1) *The qualities of the advocate*: his ability, training, education, experience,
6 professional standing and skill;

7 (2) *The character of the work done*: its difficulty, intricacy, importance, the
8 time and skill required, the responsibility imposed and the prominence
9 and character of the parties where they effect the importance of the
10 litigation;

11 (3) *The work actually performed by the lawyer*: the skill, time and attention
12 given to the work; and

13 (4) *The result*: whether the attorney was successful and what benefits were
14 derived.

15 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

16 Analysis

17 As to the first *Brunzell* factor, Mr. Johnson has been practicing law for 25
18 years in the area of complex civil and business litigation. He has demonstrated
19 professional skill and expertise in the area of trade secrets and gaming law. This
20 factor is met. Second, this trial involved complex trade secrets issues including
21 issues of first impressions involving the definition of "trade secret" as it applied to a
22 casino host's "book of business." There was a significant employment law issue
23 involving an employment contract's restrictive non-compete covenant. There were
24 multiple parties, including an intricate defense of a co-defendant. There was a
25 substantial damage issue requiring expert testimony, analysis and argument over
26 disputed theoretical and actual damages models unique to the gaming industry. The
27 court finds the second *Brunzell* factor is met. Third, it appears Mr. Johnson did the
28

1 bulk of the litigation work.¹ This court had an opportunity to observe Mr. Johnson
2 in trial and finds the third factor is met. Finally, the result of the trial was the
3 complete vindication of GSR, thereby fulfilling the fourth factor.

4 The satisfaction of the four-part analysis of *Brunzell* does not automatically
5 terminate this court's inquiry. This court must also determine whether the attorney
6 fees sought are reasonable and justified in timing and amount. *See Beattie*, at 588-
7 89. The court is limited to reviewing the fees incurred from the service of the Offer
8 of Judgment forward. NRCP 68(f)(2); NRS 17.115.

9 GSR seeks \$391,932.80 in attorney fees. However, the Offer of Judgment was
10 served on May 20, 2013. Beginning with May 20, 2013, GSR is entitled to the fees
11 incurred from the date of service of the Offer of Judgment forward, which totals
12 \$190,124.50.

13 This court presided over this case from the temporary restraining order
14 hearing to closing arguments after a bench trial. From this vantage point, the court
15 finds the amount of \$190,124.50 is a reasonable amount of attorney fees when
16 compared with the fees of the other parties to this litigation, and is justified from
17 the date of the Offer of Judgment forward.

18 B. NRS § 600A.060

19 In light of the award of attorney's fees pursuant to NRCP 68 and NRS 17.115,
20 the court declines to award additional fees pursuant to NRS 600A.060.

21 Conclusion

22 This court finds that Grand Sierra Resort is entitled to an award of attorney
23 fees in the amount of \$190,124.50 and reconfirms the prior order awarding Grand
24 Sierra Resort \$15,540.85 in costs. Defendant Grand Sierra Resort is awarded post-
25 judgment interest in the statutory amount.

26
27
28 ¹ Previously, this court disallowed the award of trial-related fees and costs as to Mr. Cohen, while
allowing his fees and costs for pretrial assistance in the analysis of co-defendant ISLAM's
employment contract. Likewise, this court finds the fees for the work done by the associates and
paralegal to be reasonable and necessarily incurred in the defense of GSR.

1 IT IS FURTHER ORDERED that Grand Sierra Resort submit a redacted
2 copy of its billing statements to Plaintiff within fifteen (15) days of entry of this
3 Order.

4 DATED this 14 day of March, 2014.

7 Patrick Flanagan
8 Patrick Flanagan
9 DISTRICT COURT JUDGE

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

8 Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,
9 Mark Wray, Esq. for Sumona Islam; and
10 H. Johnson, Esq. for GSR Enterprises

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

17
18
19
20
21
22
23
24
25
26
27
28

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

MEI-GSR HOLDINGS LLC, a Nevada
Limited Liability Company, d/b/a GRAND
SIERRA RESORT,
Appellant,

vs.

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

No. 65497

Electronically Filed
May 12 2014 03:56 p.m.

Tracie K. Lindeman
Clerk of Supreme Court
DOCKETING STATEMENT
CIVIL APPEALS

GENERAL INFORMATION

All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 26 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Second Department B7
County Washoe Judge Patrick Flanagan
District Ct. Case No. CV12-01171

2. Attorney filing this docketing statement:

Attorney H. Stan Johnson Telephone (702) 823-3500
Firm COHEN-JOHNSON, LLC
Address 255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119

Client(s) MEI-GSR Holdings, LLC, d/b/a GRAND SIERRA RESORT (hereinafter "GSR")

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Robert A. Dotson/Angela M. Bader Telephone (775) 322-1170
Firm LAXALT & NOMURA, LTD.
Address 9600 Gateway Drive
Reno, Nevada 89521

Client(s) GOLDEN ROAD MOTOR INN, INC., d/b/a ATLANTIS CASINO RESORT SPA

Attorney Robert L. Eisenberg Telephone (775) 786-6868
Firm LEMONS, GRUNDY & EISENBERG
Address 6005 Plumas Street, 3rd Floor
Reno, Nevada 89519

Client(s) GOLDEN ROAD MOTOR INN, INC., d/b/a ATLANTIS CASINO RESORT SPA

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input checked="" type="checkbox"/> Other disposition (specify): <u>Special Order</u> |

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
☐ Venue
☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Presently Pending Appeals:

Supreme Court Case Nos.: 64349 and 64452

Golden Road Motor Inn, Inc., d/b/a Atlantis Casino Resort Spa,
Appellant/Cross-Respondent

vs.

Sumona Islam, an Individual, Respondent/Cross-Appellant
and

MEI-GSR Holdings, LLC, d/b/a Grand Sierra Resort, Respondent

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

N/A

8. Nature of the action. Briefly describe the nature of the action and the result below:

Plaintiff/Respondent's, GOLDEN ROAD MOTOR INN, INC., d/b/a ATLANTIS CASINO RESORT SPA ("Plaintiff"), Complaint was for Breach of Contract, Conversion, Tortious Interference with Contractual Relations and Prospective Economic Advantage, Violation of Nevada Uniform Trade Secret Act, Declaratory Relief and Injunctive Relief. Plaintiff only sued GSR for Tortious Interference with Contractual Relations and Prospective Economic Advantage, Violation of Nevada Uniform Trade Secret Act, Declaratory Relief and Injunctive Relief. Following a court trial, Defendant, SUMONA ISLAM (hereinafter "Islam"), was found liable to Plaintiff for breach of contract and violation of the Nevada Uniform Trade Secret Act and Plaintiff was awarded damages of \$10,814 (Trade Secret Claim) and \$13,060 (Breach of Contract - Confidentiality Agreement), as well as \$20,000 in punitive damages, attorney's fees and an injunction was issued against Islam only. The Court found in favor of GSR and against Plaintiff on all causes of action. The Court awarded GSR \$190,124.50 in attorney's fees and \$15,540.85 in costs against Plaintiff.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

GSR appeals the District Court's determination as to basis and amount of attorney's fees and costs awarded in favor of GSR and against Plaintiff.

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

Unknown.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

13. Trial. If this action proceeded to trial, how many days did the trial last? 11

Was it a bench or jury trial? Bench Trial

14. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?
No.

TIMELINESS OF NOTICE OF APPEAL

15. Date of entry of written judgment or order appealed from March 14, 2014

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

16. Date written notice of entry of judgment or order was served April 11, 2014

Was service by:

☐ Delivery

☒ Mail/electronic/fax

17. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ___, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

18. Date notice of appeal filed April 14, 2014

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

GSR Amended Notice of Appeal filed May 5, 2014

GSR Amended Notice of Appeal filed May 8, 2014

Plaintiff filed Amended Notice of Appeal April 21, 2014

19. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

NRAP 4(a)(1)

SUBSTANTIVE APPEALABILITY

20. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

☐ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

☒ Other (specify) NRAP 3A(b)(8)

(b) Explain how each authority provides a basis for appeal from the judgment or order:

The March 14, 2014 order relating to the attorney's fees and costs is a special order entered after final judgment rendered in the action.

21. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

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

Defendants: SUMONA ISLAM, an Individual; MEI-GSR Holdings, LLC, A Nevada Limited Liability Company, d/b/a GRAND SIERRA RESORT

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

This Appeal only involves the award of attorney's fees and costs in favor of GSR and against Plaintiff. Islam is not a party to this Appeal. Islam and Plaintiff have filed appeals relating to the final judgment. See pending Supreme Court Case Nos.: 64349 and 64452.

22. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

All claims were filed by Plaintiff against underlying Defendants. See Response to Question 8. Oral rulings from bench on July 18, 2013 and formal disposition through Findings of Fact, Conclusions of Law and Judgment entered on August 26, 2013 and September 27, 2013. Final Order on GSR's attorney's fees and costs was entered on March 14, 2014.

23. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☒ Yes

☐ No

24. If you answered "No" to question 23, complete the following:

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

25. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

26. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

MEI-GSR Holdings, LLC

Name of appellant

May 12, 2014

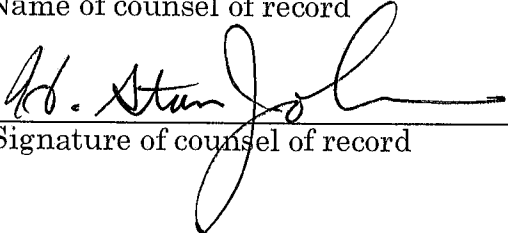
Date

Clark County, Nevada

State and county where signed

H. Stan Johnson

Name of counsel of record



Signature of counsel of record

CERTIFICATE OF SERVICE

I certify that on the 12th day of May, 2014, I served a copy of this completed docketing statement upon all counsel of record:

- ☐ By personally serving it upon him/her; or
- ☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

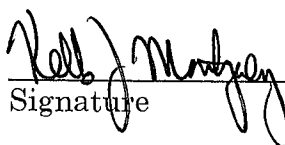
Robert A. Dotson, Esq.
Angela M. Bader, Esq.

Robert L. Eisenberg, Esq.

Mark Wray, Esq.

See Addresses Attached Exhibit "1"

Dated this 12th day of May, 2014


Signature

Attachment “1”

Robert A. Dotson, Esq.

Angela M. Bader, Esq.

9600 Gateway Drive

Reno, Nevada 89521

Attorneys for Golden Road Motor Inn, Incc. d/b/a/ Atlantis Casino Resort & Spa

Robert L. Eisenberg, Esq.

Lemons, Grundy, & Eisenberg

6005 Plumas Street, 3rd Floor

Reno Nevada 89519

Attorneys for Golden Road Motor Inn, Incc. d/b/a/ Atlantis Casino Resort & Spa

Mark Wray, Esq.

The Law Office of Mark Wray

608 Lander Street

Reno, Nevada 89059

Attorney for Sumona Islam