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AFFIRMATION

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

DATED: June 1, 2012

Mark Wray  
MARK WRAY

CV12-01171  
GOLDEN ROAD MOTOR VS. SUMONA 2 Pages  
District Court 06/05/2012 07:42 AM  
Washoe County 3370  
mch

CODE:

FILED

2012 JUN -5 AM 7:40

JOSEPHINA HASTINGS  
CLERK OF THE COURT

BY \_\_\_\_\_  
DEPUTY

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

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

Case No. CV12-01171

Plaintiff,

Dept. No. B1

vs.

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

Defendants.

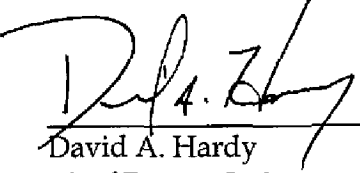
**ORDER DIRECING RAMDOM ASSIGNMENT**

This matter was initially assigned to B6 and randomly re-assigned to B1 after a  
peremptory challenge was filed. On February 1, 2012, the undersigned judge signed an  
administrative order assigning three departments to the Business Court. See  
Administrative Order 2012-4. The three Business Court departments are: B6, B7, and B13.  
The undersigned judge will soon sign an administrative order amending the Business  
Court rules to reflect that a peremptory challenge will result in random re-assignment to  
one of the two remaining Business Court departments. A second peremptory challenge  
will result in random re-assignment to a general jurisdiction department.

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The Assistant Clerk of Court is directed to randomly assign this matter to either B7  
or B13.

Dated this 4<sup>th</sup> day of June, 2012.

  
\_\_\_\_\_  
David A. Hardy  
Chief District Judge

**FILED**

Electronically  
06-05-2012:08:29:24 AM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2996339

1 **CODE 1312**  
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6 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
7 **IN AND FOR THE COUNTY OF WASHOE**  
8

9 **GOLDEND ROAD MOTOR INN, INC,**

10 **Plaintiff,**

11 **vs.**

**Case No. CV12-01171**

12 **SUMONA ISLAM, ET AL,**

**Dept. No. B6**

13 **Defendant.**  
14 \_\_\_\_\_/

15 **CASE ASSIGNMENT NOTIFICATION**

16 I hereby certify the above-entitled matter has been randomly reassigned to  
17 Department B7, from Department B1.

18 Additional information:

19 On June 5, 2012, an Order Directing Random Reassignment from  
20 Department B1 to either Department B7 or B13 was filed.

21 On May 15, 2012, a Peremptory Challenge was filed.

22 Dated this 5th day of June, 2012.  
23

24 **JOEY ORDUNA HASTINGS**  
25 **Clerk of the Court**

26 By \_\_\_\_\_

**Deputy Clerk**  
27  
28



Case Initiation Maintenance (CMAINIT) (PROD)

Court Type: DC - District Court      Security: 2      Claim/Value:   
 Location: DC - District Court      Weight: 1      Filing: 05-JUN-2012 07:40:59  
 Case Type: RB - RANDOM ASSIGNMENT - BUSINESS      Trial:      Agency:      ☐ Track  
 Case ID: RAN12-00164      cv12-01171      ☐ Image

Party    Demographic    Short Docket    Ltd Event    Charge    ArstDet    Traffic Detail    Bail

Party Type: JUDG - Judge      Security: 1  
 ID: B7      ☐ Person      ☐ Organization  
 Last Name: FLANAGAN  
 First Name: PATRICK      Middle Name:      Prefix: HONORABLE      Suffix:   
 Address Type:      ☐ Confidential Address  
 Address:   
 City:      State/Prov:      ZIP/PC:   
 County:      Phone:   
 Email:   
 Party Status:      Status Date:      Status Time:      ☐ Image

**CERTIFICATE OF SERVICE**

Case No. CV12-01171

I certify that I am an employee of the SECOND JUDICIAL DISTRICT COURT; that on the 5th day of June, 2012, I electronically filed the CASE ASSIGNMENT NOTIFICATION with the clerk of the Court system which will send a notice of electronic filing to the following:

Honorable Patrick Flanagan

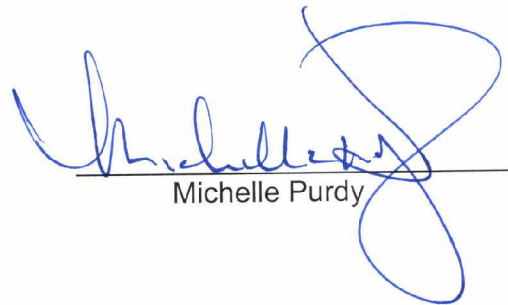
Robert Dotson, Esq. for Golden Road Motor Inn, Inc.

Angela Bader, Esq. for Golden Road Motor Inn, Inc.

Mark Wray, Esq. for Sumona Islam

H. Johnson, Esq. for GSR Enterprises, LLC

Dated this 5th day of June, 2012.



Michelle Purdy

**FILED**

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Joey Orduna Hastings  
Clerk of the Court  
Transaction # 3000681

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6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR THE COUNTY OF WASHOE  
8

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

11 Plaintiff,

12 vs.

Case No.: CV12-01171

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

Dept. No.: B7

16 Defendants.  
17 \_\_\_\_\_/

18 **ORDER DENYING ASSIGNMENT TO BUSINESS COURT B7**

19 This matter is hereby returned to Business Court in Department 6 as the Peremptory  
20 Challenge of Judge, filed May 15, 2012, is improper. The Clerk of the Court is hereby ordered  
21 to return fees paid for said preemption to the attorney of record.

22 DATED this 6 day of June, 2012.

23  
24   
25 PATRICK FLANAGAN  
26 District Judge  
27  
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**CERTIFICATE OF SERVICE**

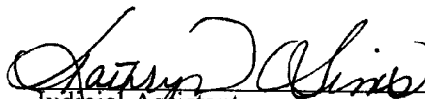
Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on this 6 day of June, 2012, I electronically filed the following with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

Robert Dotson, Esq. and Angela Bader, Esq. for Golden Road Motor Inn, et al;

H. Johnson, Esq. for GSR Enterprises, LLC; and

Mark Wray, Esq. for Sumona Islam

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

  
Judicial Assistant

1 **2630**  
2 MARK WRAY, #4425  
3 LAW OFFICES OF MARK WRAY  
4 608 Lander Street  
5 Reno, Nevada 89509  
6 (775) 348-8877  
7 (775) 348-8351 fax  
8 Attorneys for Defendant SUMONA ISLAM

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

11  
12 IN AND FOR THE COUNTY OF WASHOE

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

16 Plaintiff,

Case No. CV12-01171

17 vs.

Dept. B7

18 SUMONA ISLAM, an individual;  
19 NAV-RENO-GS, 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 **OBJECTION TO COURT'S ORDER DENYING PEREMPTORY CHALLENGE**  
28 **OF JUDGE; REQUEST FOR HEARING**

Defendant Sumona Islam, by her undersigned counsel, objects to the June 6, 2012  
"Order Denying Assignment to Business Court B7" and requests a hearing on this  
objection before Department 7.

1 This objection and request for hearing before the Hon. Patrick Flanagan are made  
2 on grounds that the June 6 Order rejects the reassignment of this action to Department B7  
3 from Departments B1 and B6 on grounds that Islam's peremptory challenge of  
4 Department B6 filed May 15, 2012 allegedly was "improper", but the June 6 Order does  
5 not indicate the nature of the alleged impropriety, and as a matter of law, there was  
6 nothing improper about it.

7 Guessing that the assumption behind the June 6 Order is that Islam lost or waived  
8 her right to assert a peremptory challenge because B6 had already ruled on a contested  
9 matter at the time the peremptory challenge was filed, the assumption is incorrect. SCR  
10 48.1(5) states that a peremptory challenge may not be filed as to "any judge who has  
11 made any ruling on a contested matter or commenced hearing any contested matter in the  
12 action." The *ex parte* application for a temporary restraining order that the plaintiff made  
13 to Department B6 on May 3, 2012 was not a "contested matter". Islam was not there to  
14 contest it. The filings with this Court prove that Islam was given no notice of the  
15 application and did not even know it was taking place. It would sanction a mockery of  
16 Due Process if Islam could be divested of her right to object to the judge because an *ex*  
17 *parte* application intentionally made without notice to her and in which she did not  
18 participate was treated as a "contested matter" by which she supposedly lost or waived  
19 her rights.

20 Islam also did not have notice of any alleged impropriety as to her peremptory  
21 challenge before issuance of the June 6 Order and she therefore respectfully requests a  
22 hearing on this objection.

23 DATED: June 8, 2012

LAW OFFICES OF MARK WRAY

24  
25 By

  
MARK WRAY

26 Attorneys for Defendant SUMONA ISLAM  
27  
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CERTIFICATE OF SERVICE

The undersigned employee of the Law Offices of Mark Wray certifies that a true copy of the foregoing document was emailed and also sealed in an envelope with first class postage prepaid thereon and deposited in the U.S. Mail at Reno, Nevada on June 8, 2012 addressed as follows:

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

Steven B. Cohen  
Stan Johnson  
Cohen/Johnson  
6293 Dean Martin Drive, Ste G  
Las Vegas, Nevada 89118



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AFFIRMATION

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

DATED: June 8, 2012

  
MARK WRAY



1           1.       ISLAM appears to be in violation of at least some provisions of the various  
2 agreements regarding the use and dissemination of proprietary information and trade secrets and  
3 of the non-compete agreement which were signed as a condition of her employment with the  
4 ATLANTIS by having accepted employment with GSR and soliciting customers of the  
5 ATLANTIS.

6           2.       Based on the Affidavits of Steve Ringkob and Susan Moreno, it appears that  
7 ISLAM is in possession of trade secrets and confidential information that ATLANTIS considers  
8 valuable and proprietary, and that ISLAM has utilized or is likely to utilize that information in  
9 her employment with GSR.

10          3.       The letter from counsel for GSR indicates that GSR is in fact employing ISLAM,  
11 despite having notice of the non-compete agreement.

12          4.       The facts shown by affidavit and the Verified Complaint demonstrate that  
13 immediate and irreparable injuries are likely to occur, or perhaps already have occurred, and that  
14 the defendants' actions must be enjoined in order to prevent further harm.

15          5.       Plaintiff's counsel has made reasonable efforts to notify all opposing parties of the  
16 Ex Parte Motion, and Counsel for GSR did in fact receive notice of it and has attended the  
17 hearing by telephonic means.

18          6.       Because of the likelihood that immediate and irreparable injury will occur absent  
19 a temporary restraining order, and because it appears that Plaintiff is likely to succeed on the  
20 merits, the Court hereby grants the Motion for Temporary Restraining Order as to Defendant  
21 SUMONA ISLAM.

22               Accordingly, it is hereby

23               ORDERED, ADJUDGED AND DECREED that Plaintiff's Ex Parte Motion for  
24 Temporary Restraining Order is GRANTED as to Defendant SUMONA ISLAM.

25               IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that ISLAM is hereby  
26 restrained, enjoined, and otherwise prohibited from further breaching the NON-  
27 COMPETE/NON-SOLICITATION AGREEMENT and the ATLANTIS COMPANY POLICY  
28 REGARDING COMPANY PROPERTY PROPRIETARY INFORMATION AND TRADE

1 SECRETS by being employed by GSR or any other competitor of ATLANTIS' within 12  
2 months of her resignation from ATLANTIS.

3 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that ISLAM is restrained,  
4 enjoined, and otherwise prohibited from utilizing and/or disclosing in any way the confidential,  
5 proprietary and trade secret information of ATLANTIS.

6 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that ISLAM is restrained,  
7 enjoined, and otherwise prohibited from contacting or soliciting the customers of ATLANTIS.

8 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that ISLAM shall  
9 immediately identify and return to ATLANTIS any confidential, proprietary, trade secret  
10 information/data of ATLANTIS and further purge it from her files.

11 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff is not  
12 required to post security for the Temporary Restraining Order.

13 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff's Motion for  
14 Preliminary Injunction shall be set for an evidentiary hearing before this Court on May 21,  
15 2012 at the hour of 9:00 am. The parties are to submit and exchange a list of  
16 proposed live witnesses and copies of any proposed exhibits and affidavits not previously  
17 attached to any of the motion papers by 5:00 pm on May 17, 2012. Any trial briefs shall be  
18 submitted to the Court no later than 5:00 pm on May 17, 2012.

19 ///

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22 /// Alternate date for Preliminary Injunction  
23 /// hearing is May 29, 2012 at 9:00 am.  
24 ///

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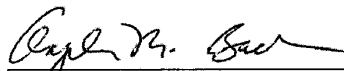
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IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Temporary  
Restraining Order shall remain in effect until the conclusion of the evidentiary hearing scheduled  
for May \_\_\_\_\_, 2012.

DATED AND DONE this 9th day of May, 2012.

  
DISTRICT JUDGE

Respectfully submitted,  
LAXALT & NOMURA, LTD

By:   
ROBERT A. DOTSON (NSB # 5285)  
ANGELA M. BADER, ESQ. (NSB #5574)  
9600 Gateway Dr.  
Reno, NV 89521  
T: (775) 322-1170  
F: (775) 322-1865

**FILED**

Electronically

05-10-2012:03:10:58 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 2946003

1 **2540**

2 ROBERT A. DOTSON, ESQ.

3 Nevada State Bar No. 5285

4 [rdotson@laxalt-nomura.com](mailto:rdotson@laxalt-nomura.com)

5 ANGELA M. BADER, ESQ.

6 Nevada State Bar No. 5574

7 [abader@laxalt-nomura.com](mailto: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

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.: B6

19 Plaintiff,

20 vs.

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

26 Defendants.

27 **NOTICE OF ENTRY OF ORDER**

28 **GRANTING EX PARTE MOTION FOR TEMPORARY**

**RESTRAINING ORDER AGAINST DEFENDANT SUMONA ISLAM**

PLEASE TAKE NOTICE, that an Order Granting Ex Parte Motion For Temporary  
Restraining Order Against Defendant Sumona Islam was entered on May 9, 2012, a copy of  
which is attached hereto as Exhibit 1.

///

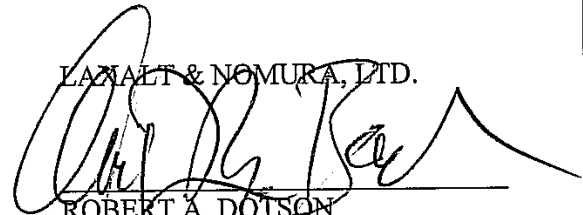
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**Affirmation Pursuant to NRS 239B.030**

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

Dated this 10th day of May, 2012.

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON

Nevada State Bar No. 5285

ANGELA M. BADER

Nevada State Bar No. 5574

9600 Gateway Drive

Reno, Nevada 89521

(775) 322-1170

Attorneys for Plaintiff

1 **CERTIFICATE OF SERVICE**

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

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

20 addressed as follows:

21 Sumona Islam  
22 5850 Starcrest Avenue  
23 Reno, NV 89523

Steven B. Cohen, Esq.  
Cohen/Johnson  
6293 Dean Martin Drive, Ste G  
Las Vegas, NV 89118

24 DATED this 10 day of May, 2012.

scohen@cohenjohnson.com

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26 L. MORGAN BOGUMIL

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**INDEX OF EXHIBITS**

<b>EXHIBIT</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
1	Order Granting Ex Parte Motion For Temporary Restraining Order Against Defendant Sumona Islam	5

# **EXHIBIT 1**

**FILED**

Electronically

05-10-2012:03:10:58 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 2946003

# **EXHIBIT 1**



**FILED**

Electronically

05-09-2012:02:11:02 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 2942552

1 **3060**

2 ROBERT A. DOTSON, ESQ.

3 Nevada State Bar No. 5285

4 [rdotson@laxalt-nomura.com](mailto:rdotson@laxalt-nomura.com)

5 ANGELA M. BADER, ESQ.

6 Nevada State Bar No. 5574

7 [abader@laxalt-nomura.com](mailto: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

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.: B6

19 Plaintiff,

20 vs.

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

26 Defendants.

27 **ORDER GRANTING EX PARTE MOTION FOR TEMPORARY**  
28 **RESTRAINING ORDER AGAINST DEFENDANT SUMONA ISLAM**

Laxalt & Nomura, Ltd., counsel for GOLDEN ROAD MOTOR INN, INC. d/b/a  
ATLANTIS CASINO RESORT SPA ("PLAINTIFF" or "ATLANTIS"), has filed an *Ex-Parte*  
*Motion For Temporary Restraining Order and Motion for Preliminary Injunction* asking this  
Court to enjoin the defendants, SUMONA ISLAM ("ISLAM") and NAV-RENO-GS, LLC d/b/a  
GRAND SIERRA RESORT ("GSR") from particular actions alleged to be in violation of several  
agreements signed by ISLAM as a condition to her employment with ATLANTIS. The Court  
has reviewed the Verified Complaint, the Ex Parte Motion, the amended complaint and the  
affidavits attached thereto, and preliminarily finds as follows:

LAXALT & NOMURA, LTD.  
ATTORNEYS AT LAW  
9600 GATEWAY DRIVE  
RENO, NEVADA 89521

1           1.     ISLAM appears to be in violation of at least some provisions of the various  
2 agreements regarding the use and dissemination or proprietary information and trade secrets and  
3 of the non-compete agreement which were signed as a condition of her employment with the  
4 ATLANTIS by having accepted employment with GSR and soliciting customers of the  
5 ATLANTIS.

6           2.     Based on the Affidavits of Steve Ringkob and Susan Moreno, it appears that  
7 ISLAM is in possession of trade secrets and confidential information that ATLANTIS considers  
8 valuable and proprietary, and that ISLAM has utilized or is likely to utilize that information in  
9 her employment with GSR.

10          3.     The letter from counsel for GSR indicates that GSR is in fact employing ISLAM,  
11 despite having notice of the non-compete agreement.

12          4.     The facts shown by affidavit and the Verified Complaint demonstrate that  
13 immediate and irreparable injuries are likely to occur, or perhaps already have occurred, and that  
14 the defendants' actions must be enjoined in order to prevent further harm.

15          5.     Plaintiff's counsel has made reasonable efforts to notify all opposing parties of the  
16 Ex Parte Motion, and Counsel for GSR did in fact receive notice of it and has attended the  
17 hearing by telephonic means.

18          6.     Because of the likelihood that immediate and irreparable injury will occur absent  
19 a temporary restraining order, and because it appears that Plaintiff is likely to succeed on the  
20 merits, the Court hereby grants the Motion for Temporary Restraining Order as to Defendant  
21 SUMONA ISLAM.

22                 Accordingly, it is hereby

23                 ORDERED, ADJUDGED AND DECREED that Plaintiff's Ex Parte Motion for  
24 Temporary Restraining Order is GRANTED as to Defendant SUMONA ISLAM.

25                 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that ISLAM is hereby  
26 restrained, enjoined, and otherwise prohibited from further breaching the NON-  
27 COMPETE/NON-SOLICITATION AGREEMENT and the ATLANTIS COMPANY POLICY  
28 REGARDING COMPNAY PROPERTY PROPRIETARY INFORMATION AND TRADE

1 SECRETS by being employed by GSR or any other competitor of ATLANTIS' within 12  
2 months of her resignation from ATLANTIS.

3 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that ISLAM is restrained,  
4 enjoined, and otherwise prohibited from utilizing and/or disclosing in any way the confidential,  
5 proprietary and trade secret information of ATLANTIS.

6 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that ISLAM is restrained,  
7 enjoined, and otherwise prohibited from contacting or soliciting the customers of ATLANTIS.

8 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that ISLAM shall  
9 immediately identify and return to ATLANTIS any confidential, proprietary, trade secret  
10 information/data of ATLANTIS and further purge it from her files.

11 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff is not  
12 required to post security for the Temporary Restraining Order.

13 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff's Motion for  
14 Preliminary Injunction shall be set for an evidentiary hearing before this Court on May 21,  
15 2012 at the hour of 9:00 am. The parties are to submit and exchange a list of  
16 proposed live witnesses and copies of any proposed exhibits and affidavits not previously  
17 attached to any of the motion papers by 5:00 pm on May 17, 2012. Any trial briefs shall be  
18 submitted to the Court no later than 5:00 pm on May 17, 2012.

19 ///

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21 ///

22 /// Alternate date for Preliminary Injunction  
23 /// hearing is May 29, 2012 at 9:00 am.  
24 ///

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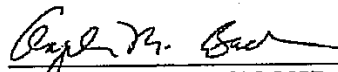
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1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Temporary  
2 Restraining Order shall remain in effect until the conclusion of the evidentiary hearing scheduled  
3 for May 1, 2012.

4 DATED AND DONE this 1<sup>st</sup> day of May, 2012.

5  
6   
DISTRICT JUDGE

7  
8 Respectfully submitted,  
9 LAXALT & NOMURA, LTD

10 By:   
11 ROBERT A. DOTSON (NSB # 5285)  
12 ANGELA M. BADER, ESQ. (NSB #5574)  
13 9600 Gateway Dr.  
14 Reno, NV 89521  
15 T: (775) 322-1170  
16 F: (775) 322-1865  
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**FILED**

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Joey Orduna Hastings

Clerk of the Court

Transaction # 2949941

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.

**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**

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.

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.



CV12-01171  
DC-9900035245-009  
GOLDEN ROAD MOTOR VS SUMONA ISLAM  
District Court 05/15/2012 04:28 PM  
Washoe County 2520  
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ORIGINAL

FILED

1 2520

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 Defenant SUMONA ISLAM

2012 MAY 15 PM 4:29

JOEY D. STINGS  
CLERK OF THE COURT

BY [Signature]  
DEPUTY

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. B6

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

21 Defendants.  
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24 NOTICE OF APPEARANCE  
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TO ALL INTERESTED PARTIES AND THEIR COUNSEL:  
PLEASE TAKE NOTICE that Mark Wray enters his appearance as counsel for  
Defendant Sumona Islam.

DATED: May 15, 2012

LAW OFFICES OF MARK WRAY

By   
MARK WRAY  
Attorneys for Defendant SUMONA ISLAM

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

Steven B. Cohen  
Stan Johnson  
Cohen/Johnson  
6293 Dean Martin Drive, Ste G  
Las Vegas, Nevada 89118

Thomas H. Moore

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AFFIRMATION

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

DATED: May 15, 2012

Mark Wray  
MARK WRAY

CV12-01171 DC-9900035244-031  
GOLDEN ROAD MOTOR VS. SUMONA 4 Pages  
District Court 05/15/2012 04:32 PM  
Washoe County \$3375  
ncc

1 **\$3375**  
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 Defenant SUMONA ISLAM**

**FILED**

2012 MAY 15 PM 4:32

JOSEPH L. STINGS  
CLERK OF THE COURT

BY  DEPUTY

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. B6**

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

23 **Defendants.**


24 **PEREMPTORY CHALLENGE OF JUDGE**

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Pursuant to Supreme Court Rule 48.1, Mark Wray as counsel for Defendant  
Sumona Islam peremptorily challenges the Hon. Brent Adams, Dept B6.

DATED: May 15, 2012

LAW OFFICES OF MARK WRAY

By   
MARK WRAY  
Attorneys for Defendant SUMONA ISLAM

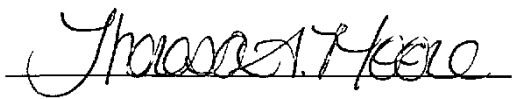
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CERTIFICATE OF SERVICE

The undersigned employee of the Law Offices of Mark Wray certifies that a true copy of the foregoing document was sealed in an envelope with first class postage prepaid thereon and deposited in the U.S. Mail at Reno, Nevada on May 15, 2012 addressed as follows:

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

Steven B. Cohen  
Stan Johnson  
Cohen/Johnson  
6293 Dean Martin Drive, Ste G  
Las Vegas, Nevada 89118



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AFFIRMATION

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

DATED: May 15, 2012

Mark Wray  
MARK WRAY



ORIGINAL

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2012 MAY 15 PM 4:32  
JOSEPHINE HASTINGS  
CLERK OF THE COURT  
BY *J. Jaramila*  
DEPUTY

1 2610

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 Defenant SUMONA ISLAM

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. B6

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

23 Defendants.

24 NOTICE OF PEREMPTORY CHALLENGE OF JUDGE  
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TO ALL INTERESTED PARTIES AND THEIR COUNSEL:

PLEASE TAKE NOTICE that on May 15, 2012 Mark Wray as counsel for Defendant Sumona Islam filed a peremptory challenge of the Hon. Brent Adams, Dept B6, pursuant to Supreme Court Rule 48.1.

DATED: May 15, 2012

LAW OFFICES OF MARK WRAY

By   
MARK WRAY  
Attorneys for Defendant SUMONA ISLAM

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CERTIFICATE OF SERVICE

The undersigned employee of the Law Offices of Mark Wray certifies that a true copy of the foregoing document was sealed in an envelope with first class postage prepaid thereon and deposited in the U.S. Mail at Reno, Nevada on May 15, 2012 addressed as follows:

Robert A. Dotson  
Angela M. Bader  
Laxalt & Nomura, Ltd.  
9600 Gateway Drive  
Reno, Nevada 89521  
  
Steven B. Cohen  
Stan Johnson  
Cohen/Johnson  
6293 Dean Martin Drive, Ste G  
Las Vegas, Nevada 89118

*Thomas A. Feele*

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AFFIRMATION

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

DATED: May 15, 2012

Mark Wray  
MARK WRAY

**FILED**

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Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2956576

1 **CODE 1312**

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

8  
9 **GOLDEND ROAD MOTOR INN, INC,**

10 **Plaintiff,**

11 **vs.**

**Case No. CV12-01171**

12 **SUMONA ISLAM, ET AL,**

**Dept. No. B6**

13 **Defendant.**  
14 \_\_\_\_\_ /

15 **CASE ASSIGNMENT NOTIFICATION**

16 I hereby certify the above-entitled matter has been randomly reassigned to  
17 Department 1, from Department B6.

18 Additional information:

19 On May 15, 2012, a Peremptory Challenge was filed.

20 Dated this 16 day of May, 2012.

21  
22 **JOEY ORDUNA HASTINGS**

Clerk of the Court

23  
24 By \_\_\_\_\_

Deputy Clerk

Case Initiation Maintenance (CMAINT) (PROD)

Location: DC District Court 2  
Court: DC District Court 1 16-MAY-2012 09:34:50  
Party Type: RG RANDOM ASSIGNMENT - GENERAL

Case ID: RAN12-00152 CV12-01171

Party

Party Type: JUDG Judge Security: 1

ID: D1 Person Organization

Last Name: BERRY

First Name: JANET Middle Name: J. Prefix: HONORABLE Suffix:

Address Type: MA Mailing ☒ Confidential Address

Address: Confidential

City: State/Prov: ZIP/PC:

County: Phone:

Email:

Party Status: Status Date: Status Time: Image

**CERTIFICATE OF SERVICE**

Case No. CV12-01171

I certify that I am an employee of the SECOND JUDICIAL DISTRICT COURT; that on the 16th day of May, 2012, I electronically filed the CASE ASSIGNMENT NOTIFICATION with the clerk of the Court system which will send a notice of electronic filing to the following:


Honorable Janet Berry

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

Angela Bader, Esq. for Golden Road Motor Inn, Inc.

Mark Wray, Esq. for Sumona Islam

Dated this 16th day of May, 2012.

  
Yvette Lloyd

**FILED**

Electronically

05-17-2012:04:59:31 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 2962612

1 **4220**

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2 Nevada State Bar No. 5285

3 [rdotson@laxalt-nomura.com](mailto:rdotson@laxalt-nomura.com)

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6 Reno, Nevada 89521

7 Tel: (775) 322-1170

8 Fax: (775) 322-1865

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  
CORPORATIONS; XYZ PARTNERSHIPS;  
AND JOHN DOES I through X, inclusive.

19 Defendants.

20 **HEARING BRIEF**

21 In accordance with the Court's Order of May 9, 2012, GOLDEN ROAD MOTOR INN,  
22 INC. d/b/a ATLANTIS CASINO RESORT SPA ("ATLANTIS"), by and through counsel,  
23 Laxalt & Nomura, hereby provide this supplemental brief in support of its Motion for  
24 Preliminary Injunction. This brief is in addition and supplemental to the Motion For  
25 Temporary Restraining Order and Preliminary Injunction previously filed. For the Court's ease  
26 of reference, that document is attached hereto and incorporated herewith as Exhibit 1 to this  
27 pleading. Additionally, attached hereto as Exhibits 2 and 3 are the Witness and Exhibit lists for  
28 the hearing served on May 17, 2012 pursuant to the Court's Order.



1 It is anticipated that the Defendants may question the enforceability of the non-compete  
2 agreement at issue in this matter. The discussion below is general, but even when compared to  
3 the agreement in issue it become apparent that it is enforceable and should be enforced by the  
4 Court here.

5 **Memorandum of Points and Authorities**

6 **A. The Validity of Covenants Not to Compete**

7 The seminal case with respect to the covenants not to compete is *Hansen v. Edwards*, 83  
8 Nev. 189, 426 P.2d 792 (1967). See *Jones v. Deeter*, 112 Nev. 291, 294, 913 P.2d 1272, 1274  
9 (1996).

10 An agreement on the part of an employee not to compete with his employer after  
11 termination of the employment is in restraint of trade and will not be enforced in  
12 accordance with its terms unless the same are reasonable. Where the public  
13 interest is not directly involved, the test usually stated for determining the validity  
14 of the covenant as written is whether it imposes upon the employee any greater  
15 restraint than is reasonably necessary to protect the business and good will of the  
16 employer. A restraint of trade is unreasonable, in the absence of statutory  
authorization or dominant social or economic justification, if it is greater than is  
required for the protection of the person for whose benefit the restraint is imposed  
or imposes undue hardship upon the person restricted. The period of time during  
which the restraint is to last and the territory that is included are important factors  
to be considered in determining the reasonableness of the agreement.

17 *Jones*, 112 Nev. at 294, 913 P.2d at 1274, citing *Hansen*, 83 Nev. at 191-92, 426 P.2d at 793. In  
18 *Hansen*, the Court found that “[t]he substantial risk of losing patients to an employee is itself an  
19 adequate basis for a reasonably designed restraint.” *Hansen*, 83 Nev. at 192, 426 P.2d at 793.  
20 The Court in *Hansen* did find that the covenant was too restrictive, but modified the covenant so  
21 that it was appropriate. *Id.* at 193.

22 In *Ellis v. McDaniel*, 95 Nev. 455, 596 P.2d 222 (1979), the Court considered the  
23 reasonableness of a two-year restriction and a radius of up to five miles within the city of Elko,  
24 Nevada. The Court found that the terms of the covenant were reasonable with respect to the  
25 doctor’s practice of general medicine, but as there were no other orthopedic specialists on staff  
26 with his old employer, it was not reasonable to prohibit his practice of orthopedic surgery, and  
27 the covenant was modified in that regard while maintaining the time and space limitations. *Ellis*,  
28 95 Nev. at 459-460, 595 P.2d at 225-226.

1 In *Camco, Inc. v. Baker*, 113 Nev. 512, 936 P.2d 829 (1997), the Nevada Supreme Court  
2 did not object to the two-year restriction, but the territorial limitations were seen as overly  
3 restraining, as they restricted competition within 50 miles of any store that was existing or under  
4 construction, or “within 50 miles of any area which was the target of a corporate plan of  
5 expansion.” *Camco*, 113 Nev.at 519-520, 936 P.2d at 832-833. In so holding, the Court found  
6 that “to be reasonable, the territorial restriction should be limited to the territory in which [the  
7 former employer] established customer contacts and good will.” *Id.* at 521, 936 P.2d at 834. In  
8 the instant matter, the agreement has a radius of 150 miles from the Atlantis and clearly the  
9 Atlantis has a customer base not only in Reno, Sparks, Lake Tahoe, and the surrounding 150  
10 miles, but far in excess of that. Moreover, GSR is literally just a few miles from the Atlantis.

11 It is anticipated that the evidence will be clear that Islam and GSR have interfered with  
12 customers of the Atlantis and the interference has occurred only a few miles from the front door  
13 of the Atlantis.

14 **B. The availability of an injunction with respect to a non-party to a non-**  
15 **compete agreement.**

16 The Court will note that Atlantis seeks an injunction not only against its former  
17 employee, but against her new employer. One basis for the injunction is to prevent the use and  
18 misappropriation of trade secrets; however, the injunction can issue against GSR based on the  
19 existence of the non-compete agreement alone.

20 The Nevada Supreme Court has adopted the majority view which provides that  
21 a party not privy to a covenant not to compete can be enjoined, “if that party breaches the  
22 covenant in active concert with the principal party enjoined and with knowledge of the  
23 covenant.” *Las Vegas Novelty v. Fernandez*, 106 Nev. 113, 116, 787 P.2d 772, 774 (1990),  
24 citing *McCart v. H & R Block, Inc.*, 470 N.E.2d 756 (Ind.Ct.App. 1984) (summarizing the cases  
25 setting forth the majority view). The Court noted that “[t]hese cases correctly reason that  
26 allowing a third party knowingly to aid and abet violations of a covenant not to compete entirely  
27 emasculates the covenant,” and that such a position is further supported by the language of  
28 NRCP 65(d). *Id.* As it is apparent from the correspondence from GSR counsel and the

1 conversation between HR managers that knew of the restrictive covenant but still elected to  
2 employ Islam. On this basis alone, an injunction can issue as to it as well.

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

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

6 Dated this 12 day of May, 2012.

7 LAXALT & NOMURA, LTD.

8 

9 ROBERT A. DOTSON, ESQ.

10 Nevada State Bar No. 5285

11 ANGELA M. BADER, ESQ.

12 Nevada State Bar No. 5574

13 9600 Gateway Drive

14 Reno, Nevada 89521

15 Tel: (775)322-1170

16 Attorneys for Plaintiff

1 **CERTIFICATE OF SERVICE**

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

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

15 addressed as follows:

16 Steven B. Cohen, Esq.  
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20  
21 DATED this 17 day of May, 2012.

22   
23 L. MORGAN BOGUMIL  
24  
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INDEX OF EXHIBITS

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# EXHIBIT 1

**FILED**

Electronically

05-17-2012:04:59:31 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 2962612

# EXHIBIT 1

**FILED**

Electronically

05-03-2012:04:39:18 PM

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Clerk of the Court

Transaction # 2930037

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13 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B6

14 Plaintiff,

15 vs.

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

22 Defendants.

23 **EX-PARTE MOTION FOR TEMPORARY RESTRAINING**  
24 **ORDER AND MOTION FOR PRELIMINARY INJUNCTION**

25 Plaintiff GOLDEN ROAD MOTOR INN, INC., a Nevada corporation d/b/a ATLANTIS  
26 CASINO RESORT SPA ("ATLANTIS"), by and through its attorneys, Laxalt & Nomura, Ltd.,  
27 moves this Court for a Temporary Restraining Order ("TRO") and, thereafter, a Preliminary  
28 Injunction against Defendants SUMONA ISLAM ("ISLAM") and GSR ENTERPRISES, LLC  
d/b/a GRAND SIERRA RESORT ("GSR").

1 Specifically, ATLANTIS moves this Court for a TRO and thereafter a Preliminary  
2 Injunction enjoining GSR, including any subsidiary, affiliates or affiliated agents, employees or  
3 operating companies, from: 1) employing ISLAM and receiving and utilizing information  
4 obtained from her in violation of four agreements with the ATLANTIS (the Non-Compete  
5 Agreement, the Business Ethics Policy and Code of Conduct Acknowledgment and Conflicts of  
6 Interest Statement, the Online System User Agreement and the Company Policy regarding  
7 Company Property, Proprietary Information, and Trade Secrets<sup>1</sup>); 2) contacting any persons or  
8 prospective customers, the identification of which has become known to the GSR as a  
9 consequence of ISLAM's actions including, but not limited to, any customer lists, customer  
10 information, or data which has been shared or disseminated by ISLAM with or to GSR; 3)  
11 requiring it to immediately return to ATLANTIS any confidential, proprietary, trade secret  
12 information/data of ATLANTIS supplied to it by ISLAM and purge same from its files; and 4)  
13 any other order which this Court deems appropriate and necessary to prevent further  
14 misappropriation by GSR, its agents, employees or affiliated persons or entities, of the trade  
15 secrets of the ATLANTIS as defined by Nevada law.

16 ATLANTIS further moves this Court for a TRO and thereafter a Preliminary Injunction  
17 enjoining ISLAM and any affiliated person or entity from: 1) further breaching the agreements  
18 between ISLAM and ATLANTIS; 2) from utilizing the confidential and proprietary information  
19 and trade secret data of the ATLANTIS including, but not limited to, its customer information  
20 and customer lists or any associated data; 3) contacting or soliciting the customers of  
21 ATLANTIS; 4) requiring her to immediately return to ATLANTIS any confidential, proprietary,  
22 trade secret information/data of ATLANTIS and further purge same from her files; and 5) any  
23  
24  
25  
26  
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---

28 <sup>1</sup> All of these agreements were executed by ISLAM in favor of the ATLANTIS where ISLAM promised to protect  
said trade secrets of the ATLANTIS and where the use of such trade secrets is an independent violation of Nevada  
law.




1 other order which this Court deems appropriate and necessary to prevent further  
2 misappropriation by ISLAM of the trade secrets of the ATLANTIS as defined by Nevada law.

3 These motions are made on the grounds that ISLAM and GSR, in violation of the  
4 contractual obligations of ISLAM and the legal obligations of GSR, have misappropriated the  
5 information and trade secrets of the ATLANTIS and ISLAM is in continuing violation of her  
6 non-compete and other contracts with ATLANTIS.

7  
8 These motions are made and based on NRCP 65, NRS 600A.040, the Verified Complaint  
9 for Damages on file and incorporated herein, the attached Memorandum of Points and  
10 Authorities and Exhibits, Affidavits and Declarations thereto as well as the arguments and  
11 evidence to be presented at any hearing convened to consider these motions.

12 LAXALT & NOMURA, LTD.

13   
14 ROBERT A. DOTSON  
15 Nevada State Bar No. 5285  
16 ANGELA M. BADER  
17 Nevada State Bar No. 5574  
18 9600 Gateway Drive  
19 Reno, Nevada 89521  
20 (775) 322-1170  
21 Attorneys for Plaintiff

22 **MEMORANDUM POINTS AND AUTHORITIES**

23 **I.**

24 **STATEMENT OF FACTS**

25 The Court may find the following verified facts to be of assistance to it in considering  
26 these motions:

- 27 1. ATLANTIS hired ISLAM on or about April 16, 2008 as a Concierge Manager;  
28 she was transferred to Executive Casino Host on October 2, 2008.<sup>2</sup>

<sup>2</sup> See Declaration of Teresa Finn.

1           2.       On April 15, 2008, prior to commencing her employment with ATLANTIS,  
2 ISLAM executed the ATLANTIS Online System User Agreement ("Online System User  
3 Agreement"), a copy of which is attached hereto as Exhibit 1. Pursuant to the terms of the  
4 Online System User Agreement, ISLAM, among other things, agreed that all information on  
5 ATLANTIS' online system, including but not limited to, communications created, sent and  
6 received using ATLANTIS' online systems was the property of ATLANTIS, and agreed to  
7 maintain confidentiality of the proprietary information / trade secrets of the ATLANTIS  
8 including, but not limited to, guests or perspective guests of the ATLANTIS.

9           3.       On April 15, 2008, prior to commencing her employment with ATLANTIS,  
10 ISLAM also executed an agreement with the ATLANTIS concerning its Business Ethics Policy  
11 and Code of Conduct Acknowledgement and Conflicts of Interest Statement, a copy of which is  
12 attached hereto as Exhibit 2. This agreement ("Business Ethics Policy and Code of Conduct  
13 Agreement"), including any updates, was again signed by ISLAM on January 23, 2009, February  
14 26, 2010 and January 19, 2011. Pursuant to the terms of the Business Ethics Policy and Code of  
15 Conduct Agreement, ISLAM agreed not to disclose confidential information including customer  
16 lists or customer information (such as player tracking or club information) to any unauthorized  
17 persons, either during or after her termination and not to take any documents or records  
18 belonging to ATLANTIS after her departure. She also agreed not to profit from confidential  
19 information of the ATLANTIS.

20           4.       On April 15, 2008, prior to commencing her employment with ATLANTIS,  
21 ISLAM also executed the ATLANTIS Company Policy regarding Company Property,  
22 Proprietary Information, and Trade Secrets (hereinafter referred to as "Trade Secret  
23 Agreement"), a copy of which is attached hereto as Exhibit 3. This agreement, including any  
24 updates, was again signed by ISLAM on January 23, 2009, February 26, 2010 and January 19,  
25 2011. Pursuant to the terms of the Trade Secret Agreement, ISLAM agreed, among other things,  
26 that all ATLANTIS property including intellectual property such as hotel or casino  
27 customer/guest lists with facts about those customers' preferences, histories and other personal  
28 or business information, was to remain with the ATLANTIS both during and after her term of

1 employment. ISLAM also agreed that any knowledge of ATLANTIS' intellectual property had  
2 by her must not be used or disseminated to any other person or entity for any purpose. Finally,  
3 ISLAM also agreed not to use or disseminate any ATLANTIS property, tangible, intellectual or  
4 otherwise, in any way that may potentially benefit any person or entity other than ATLANTIS.

5         5. On February 26, 2010, ISLAM signed a Non-Compete/Non-Solicitation  
6 Agreement with the ATLANTIS ("Non-Compete Agreement"), a copy of which is attached  
7 hereto as Exhibit 4. Pursuant to the terms of the Non-Compete Agreement, ISLAM agreed that  
8 she would not, without the prior written consent of the ATLANTIS, be employed by, in any way  
9 affiliated with, or provide services to any gaming business or enterprises located within 150  
10 miles of ATLANTIS for a period of one year after the date that the employment relationship  
11 between she and the ATLANTIS ended. ISLAM also agreed that the Non-Compete Agreement  
12 was the minimum necessary to protect the ATLANTIS in the use and enjoyment of the  
13 confidential information and good will of the business of the ATLANTIS. ISLAM further  
14 agreed that damages cannot fully and adequately compensate ATLANTIS in the event of a  
15 breach or violation and that, without limiting the right of ATLANTIS to seek all other legal and  
16 equitable remedies available to it, ATLANTIS shall be entitled to injunctive relief, including but  
17 not limited to a temporary restraining order, temporary injunction and permanent injunction to  
18 prevent any such violations or any continuation of such violations.

19         6. ISLAM terminated her employment as an Executive Casino Host with the  
20 ATLANTIS on January 19, 2012, and, upon information and belief, became employed with GSR  
21 as an Executive Casino Host on or about January 30, 2012.

22         7. GSR was aware of the Non-Compete Agreement between ISLAM and  
23 ATLANTIS before or immediately after GSR hired ISLAM. ATLANTIS did not consent to  
24 ISLAM'S employment with GSR.

25         8. Throughout ISLAM'S employment at ATLANTIS she had access to and worked  
26 with highly sensitive trade secrets and proprietary and confidential information of the  
27 ATLANTIS, both online and offline, including but not limited to customer lists or customer  
28

1 information or data (such as player tracking or club information), related to matters of  
2 ATLANTIS' business.

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

6 10. In or about March, 2012, ATLANTIS discovered that ISLAM had modified,  
7 destroyed, changed or sabotaged confidential, proprietary, trade secret information of  
8 ATLANTIS, including but not limited to customer data belonging to the ATLANTIS on its  
9 online system. ATLANTIS further learned that as a result of ISLAM's wrongful conversion of  
10 ATLANTIS property, ATLANTIS customers and guests did not receive regular ATLANTIS  
11 offers, and in some cases instead received offers of play from ISLAM and GSR. The fact that  
12 some ATLANTIS customers received these direct communications is known as they called  
13 ATLANTIS to complain that they had been solicited by ISLAM and GSR.

14 11. On April 6, 2012, ATLANTIS issued cease and desist letters to ISLAM and GSR  
15 with respect to their use and potential use of the confidential, proprietary and trade secret  
16 information of the ATLANTIS, a copy of which is attached hereto as Exhibit 5. ATLANTIS  
17 received a response on April 18, 2012 from counsel for GSR and ISLAM wherein all allegations  
18 against ISLAM and GSR were denied, a copy of which is attached hereto as Exhibit 6.

## 19 II.

### 20 ARGUMENT

#### 21 A. Legal standard

22 Rule 65 of the Nevada Rules of Civil Procedure sets forth the general procedure to  
23 obtain injunctive relief. NRCP 65 recognizes three kinds of injunctive order: (1) temporary  
24 restraining order, (2) preliminary injunctions, and (3) permanent injunctions. A temporary  
25 restraining order is an order granting injunctive relief that the court issues on an emergency  
26 basis, valid only for a limited period of time until the matter can be heard by the court at a  
27 motion for preliminary injunction. In circumstances of extreme emergency, a temporary  
28

1 restraining order may be granted *ex parte* if the requirements of NRCP 65(b) are met.<sup>3</sup> Nevada  
2 courts have considered four factors when evaluating injunctive relief:

- 3 (1) The threat of irreparable harm.
- 4 (2) The relative interests of the parties.
- 5 (3) Plaintiff's likelihood of success on the merits.
- 6 (4) The interest of the public.

7 *See Dixon v. Thatcher*, 103 Nev. 414, 415, 742 P.2d 1029, 1029 (Nev. 1987) (irreparable harm  
8 and likelihood of success on the merits); *Sobol v. Capital Management Consultants, Inc.*, 102  
9 Nev. 444, 726 P.2d 325 (1986) (irreparable harm and likelihood of success on the merits); *Ellis*  
10 *v. McDaniel*, 95 Nev. 455, 459, 596 P.2d 222, 225 (1979) (public interest); *Ottenheimer v. Real*  
11 *Estate Div.*, 91 Nev. 338, 342, 535 P.2d 1284, 1285 (1975) (relative harms).

12 Most frequently, the Nevada Supreme Court focuses on whether the plaintiff is likely to  
13 suffer irreparable harm or a harm for which money damages are a vastly inferior remedy to  
14 issuing an injunction, and the chances of plaintiff's success on the merits. *See, e.g., Dixon*, 103  
15 Nev. at 415; *Sobol*, 102 Nev. at 444; *Nevada Escrow Serv. v. Crockett*, 91 Nev. 201, 203, 533  
16 P.2d 471, 472 (1975) (issuing injunction to preclude foreclosures that may have resulted in  
17 multiplicity of lawsuits was far superior remedy to money damages); and *Harmon v. Tanner*  
18 *Motor Tours of Nevada*, 79 Nev. 4, 17, 377 P.2d 622, 629 (1963) (injunction deemed superior  
19 remedy to money damages because of the difficulty in ascertaining franchise losses).

20 Preliminary injunctive relief may be granted in the following cases:

- 21 1. When it shall appear by the complaint that the plaintiff is  
22 entitled to the relief demanded, and such relief or any part  
23 thereof consists in restraining the commission or  
24 continuance of the act complained of, either for a limited  
25 period or perpetually.
- 26 2. When it shall appear by the complaint or affidavit that the  
27 commission or continuance of some act, during the

28 <sup>3</sup> These motions are made with notice such that Defendants may be fully heard on the matter and that notice has  
been provided here. *See*, affidavit of counsel in support of Motion for Temporary Restraining Order filed herewith.

1 litigation, would produce great or irreparable injury to the  
2 plaintiff.

- 3 3. When it shall appear, during the litigation, that the  
4 defendant is doing or threatens, or is about to do, or is  
5 procuring or suffering to be done, some act in violation of  
6 the plaintiff's rights respecting the subject of the action,  
7 and tending to render the judgment ineffectual.

8 NRS 33.010.

9 Generally, the granting or denial of a preliminary injunction or temporary restraining  
10 order is a question addressed to the discretion of the district court. *See Number One Rent a Car*  
11 *v. Ramada Inns, Inc.*, 94 Nev. 779, 780, 587 P. 2d 1329, 1330 (Nev. 1978). Injunctive relief is  
12 not available in the absence of actual or threatened injury, loss or damage. Thus, Plaintiff must  
13 prove the "reasonable probability" that real injury will occur before trial on the merits can be  
14 held. *See Barryman v. Int'l Brotherhood of Electrical Workers*, 82 Nev. 277, 280, 46 P.2d 387,  
15 388 (Nev. 1966).

16 **B. Absent the requested relief, ATLANTIS has and will continue to suffer immediate,**  
17 **severe and irreparable harm for which compensatory damages are an inadequate**  
18 **remedy**

19 If injunctive relief is not immediately provided, ATLANTIS will continue to suffer  
20 immediate, severe and irreparable harm for which compensatory damages are an inadequate  
21 remedy.<sup>4</sup>

22 The very nature and language of the Non-Compete Agreement signed by ISLAM  
23 evidences the harm to ATLANTIS if that agreement is breached: the Non-Compete Agreement  
24 was "the minimum necessary to protect the ATLANTIS in the use and enjoyment of the  
25 confidential information and good will of the business of the ATLANTIS." The agreement goes  
26 on to state that:

27 damages cannot fully and adequately compensate ATLANTIS in the event of a  
28 breach or violation and that, without limiting the right of ATLANTIS to seek all  
other legal and equitable remedies available to it, *ATLANTIS shall be entitled to*  
*injunctive relief, including but not limited to a temporary restraining order,*

<sup>4</sup> "Irreparable injury" is harm that a court would be unable to remedy even if the movant would prevail in the final adjudication. 13 *Moore's Federal Practice*, § 65.06[2] (Matthew Bender 3d ed.).

1           *temporary injunction and permanent injunction* to prevent any such violations or  
2           any continuation of such violations.

3           See Exhibit 4 (emphasis added). Moreover, the very nature of the four agreements that ISLAM  
4           signed with ATLANTIS stresses the importance and confidentiality of the intellectual property  
5           and trade secrets owned by ATLANTIS and the Business Ethics and Code of Conduct  
6           Agreement and Trade Secret Agreement are signed yearly by ATLANTIS employees to ensure  
7           compliance. Simply put, if ISLAM/GSR continue to misappropriate the confidential,  
8           proprietary, and trade secret information of the ATLANTIS thereby allowing them to entice the  
9           existing customers of the ATLANTIS, ATLANTIS may never be able to be made whole for such  
10          harm.<sup>5</sup>

12          Last month, ATLANTIS began receiving complaints, and continues to receive  
13          complaints, from its established guests that ISLAM contacted them on behalf of GSR and  
14          extended offers for them to play at GSR. ISLAM refused to respond to ATLANTIS' cease and  
15          desist request other than through GSR which denied all allegations. ATLANTIS further learned  
16          that as a result of ISLAM's wrongful conversion of ATLANTIS property, ATLANTIS  
17          customers and guests did not receive regular ATLANTIS offers, and in some cases instead  
18          received offers of play from ISLAM and GSR. The fact that some ATLANTIS customers  
19          received these direct communications is known as they called ATLANTIS to complain that they  
20          had been solicited by ISLAM and GSR.<sup>6</sup>

21          ATLANTIS has suffered irreparable harm as it is now understood that ISLAM'S  
22          sabotage of ATLANTIS customer/guest lists and related data<sup>7</sup> and her misappropriation of its  
23          confidential, proprietary and trade secret information/data, both in anticipation of her departure,  
24          either caused its existing guests to play at GSR instead of ATLANTIS or caused ATLANTIS to  
25          increase its offer of play or incentives to them in competition with GSR. These actions by

---

26  
27          <sup>5</sup> No Court Order can repair the relationship between guests and a hospitality property once that relationship has  
28          been damaged.

<sup>6</sup> GSR, through counsel, admitted that potential customers have been solicited by it through ISLAM. See Exhibit 6.

<sup>7</sup> ISLAM's actions in this regard further demonstrate her motivation, intent and knowledge in wrongfully  
misappropriating the confidential, proprietary and trade secret information belonging to the ATLANTIS.

1 ISLAM and GSR significantly interfered with the business relationship between ATLANTIS and  
2 these established guests.

3 As set forth in the Affidavit of Steve Ringkob (attached as Exhibit 7), Director of Slot  
4 Operations for ATLANTIS, known gaming guests of the ATLANTIS, such as those tracked in  
5 its club or player database, are responsible for a large majority of ATLANTIS' overall revenue.  
6 ATLANTIS Casino Hosts are the interface between the ATLANTIS and those guests and it  
7 spends considerable resources on such hosts who are tasked with ensuring that the needs of these  
8 guests are met during their visit and to encourage return visits. As such, ATLANTIS' Casino  
9 Hosts are privy to confidential, proprietary and trade secret information related to these  
10 customers/guests such as customer/guest lists containing facts about those customers'  
11 preferences, histories and other personal, confidential or private business information. This  
12 information derives independent economic value to ATLANTIS, actual or potential, from not  
13 being generally known to, and not being readily ascertainable by proper means by the public or  
14 any other persons who can obtain commercial or economic value from its disclosure or use, such  
15 as GSR.

16 The Affidavit of Susan Moreno (attached as Exhibit 8), ATLANTIS Executive Casino  
17 Host, establishes that some of her assigned ATLANTIS guests have informed her about contact  
18 by ISLAM/GSR and despite having never played at GSR previously, accepted offers of play at  
19 GSR due to contact from ISLAM and/or GSR. For example, attached to the Moreno Affidavit  
20 are two GSR offers of play to an existing ATLANTIS guest that had been assigned to and  
21 developed by ISLAM during her employment at ATLANTIS. This conduct of ISLAM/GSR in  
22 luring existing ATLANTIS guests through the misappropriation of confidential, proprietary and  
23 trade secret information of ATLANTIS constitutes immediate, severe and irreparable harm to the  
24 ATLANTIS. If such conduct continues, ATLANTIS could lose substantial market share and  
25 valuable guest relationships which may not be possible to calculate as an awardable damage. *See*  
26 *Sobel, supra*, 102 Nev. at 446, 726 P.2d at 337 (determining that where a person has  
27 "interfere[ed] with the operation of a legitimate business by creating public confusion, infringing  
28 on goodwill, and damaging reputation in the eyes of creditors," it may result in irreparable harm)



1 and *Finkel v. Cashman Professional, Inc.*, 128 Nev. \_\_\_\_ (Adv. Opn. 6 March 1, 2012) citing  
2 *Saini v. International Game Technology*, 434 F. Supp. 2d 913, 919 (D. Nev. 2006) (“[D]isclosure  
3 of confidential information or trade secrets” creates serious harms, “which are not readily  
4 addressed through payment of economic damages, [and] are sufficient to meet the irreparable  
5 injury requirement for a preliminary injunction.”).

6 **C. ATLANTIS enjoys a high likelihood of success on the merits**

7 ATLANTIS will likely prevail on the merits of its Verified Complaint. The breach of the  
8 Non-Compete Agreement is evidenced by GSR’s concession that ISLAM works for GSR. *See*  
9 Exhibit 6. Moreover, GSR knew of such an agreement before it hired ISLAM as they are  
10 standard in the industry for casino hosts and the Human Resources Manager for the ATLANTIS  
11 contacted the Human Resources Manager for GSR and specifically informed him of the fact that  
12 ISLAM was subject to a Non-Compete Agreement. *See* Declaration of Teresa Finn (attached as  
13 Exhibit 9). Furthermore, ISLAM’S breach of the other three agreements can be inferred from  
14 her intent in sabotaging the ATLANTIS’ customer/guest information database so that she could  
15 misappropriate the correct information and use it to her benefit and the detriment of ATLANTIS.

16 Also, because the ATLANTIS agreements define the customer/guest lists and data to be  
17 confidential, proprietary and trade secret, ATLANTIS is entitled to reasonable presumption that  
18 it took efforts to maintain its secrecy. NRS 600A.032. In any event, the fact that some of these  
19 complaining ATLANTIS guests had never before been to GSR, never before received offers  
20 from GSR or been a member of the GSR player’s club and/or never before had a relationship  
21 with ISLAM establishes that some were not in GSR’s database or ISLAM’s “book of trade.”  
22 *See* Moreno Affidavit. (Exhibit 8)

23 **D. The balance of the potential harm favors ATLANTIS**

24 By executing the four agreements with ATLANTIS, ISLAM agreed to hold certain  
25 information disclosed to her as an employee of ATLANTIS in the strictest confidence.  
26 ATLANTIS is entitled to the confidentiality, ownership and possession of the information/data  
27 per the unambiguous terms of the Agreements and the provisions of NRS 600A.100 et seq.

28

1 governing trade secrets. ATLANTIS is also entitled to enforce the Non-Compete Agreement as  
2 to ISLAM and preclude GSR from tortiously interfering with it.

3 Defendants will not suffer any harm if the agreements that ISLAM entered into during  
4 her employment with the ATLANTIS, and which are effective thereafter, are upheld. However,  
5 as indicated above, ATLANTIS has and will suffer irreparable harm if ISLAM continues to  
6 breach same by disclosing extremely sensitive and proprietary information which ATLANTIS  
7 confided to ISLAM solely due to her employment relationship with it. ISLAM should not be  
8 permitted to completely disregard her obligations under her agreements with ATLANTIS and  
9 personally benefit (which benefit also inures to GSR) from using information owned and  
10 provided to her by ATLANTIS. Thus, the injury to ATLANTIS if the agreements are continued  
11 to be breached outweighs any harm to ISLAM and GSR if this Court grants the requested  
12 injunctive relief.

13 **E. The public interest favors granting ATLANTIS' requested relief**

14 Public interest favors the protection of legitimate business interests and disfavors  
15 permitting parties to such agreements to blatantly ignore their contractual obligations. *See*  
16 *Amerigas propose v. Cook*, 844 F. Supp. 379, 390 (M.D. Tenn. 1993) (preserving the sanctity of  
17 the parties' contractual obligations promotes stability and certainty in business and employment  
18 relationships). The relief requested by ATLANTIS simply enforces the contractual rights of the  
19 parties and the purpose and intent of NRS 600A.100 *et. seq.* and will only create a positive effect  
20 upon any public interest.

21 **F. The security for the TRO and preliminary injunction should be *de minimus***

22 NRCP 65(c) gives the court great discretion in setting the amount of the security required  
23 for a TRO and Preliminary Injunction. As discussed above, ATLANTIS is likely to succeed on  
24 the merits as it is only seeking to uphold the contracts that ISLAM agreed to during her  
25 employment relationship and which continue to bind her thereafter. ATLANTIS therefore  
26 requests that the Court set security at a minimal amount such as \$5,000.

27  
28 ///

1 **G. This is an appropriate case for issuing a TRO *ex parte* pending a preliminary**  
2 **injunction hearing**

3 The Supreme Court of Nevada has held that *ex parte* motions for injunctive relief are  
4 permissible in emergency situations. *Danberg Holdings Nevada, LLC v. Douglas County*, 115  
5 Nev. 129, 146, 978 P.2d 311, 322 (1999).

6 NRCP 65(b) expressly contemplates the issuance of a TRO without notice if: (1) it  
7 clearly appears that immediate and irreparable injury, loss, or damage will result to the applicant  
8 before the adverse party or that party's attorney can be heard in opposition, and (2) the  
9 applicant's attorney certifies to the court in writing the reasons notice should not be required. *Id.*

10  
11 The Affidavit of Robert Dotson, submitted herewith, sets forth the reasons for the TRO  
12 being issued *ex parte*:

13 On April 30, counsel for GSR (and perhaps ISLAM) was provided with a  
14 courtesy copy of the Verified Complaint filed on April 27, 2012 and advised that  
15 a motion for TRO and preliminary injunction would be filed in short order. On  
16 May 1, Islam was served with the complaint. On May 2, counsel was again  
17 contacted and informed this motion would likely be filed on May 3<sup>rd</sup>. We  
18 understand that GSR was served with a copy of the Complaint on May 3, 2012.  
19 Additionally, a courtesy copy of this motion will be transmitted to counsel  
immediately after it is filed and thereafter will be formally served with the  
Complaint on Defendants. Given the irreparable harm that already has and will  
continue to occur, a TRO should be issued immediately pending a hearing on the  
preliminary injunction.

20 Thus, it is appropriate to issue the TRO *ex parte* in order to prevent further harm to ATLANTIS.

21 **III.**

22 **CONCLUSION**

23 Based on the foregoing, ATLANTIS respectfully requests that this Court issue a TRO,  
24 and set a hearing for a preliminary injunction as follows:

25  
26 Against GSR<sup>8</sup>: 1) from employing ISLAM and receiving and utilizing the  
27 confidential, proprietary and trade secret information/data of ATLANTIS that  
ISLAM obtained from her employment with ATLANTIS; 2) from contacting any

28  
<sup>8</sup> To include any subsidiary, affiliate, agent, employee or operating company of GSR.

1 persons or prospective guests/customers of ATLANTIS identified from the  
2 confidential, proprietary and trade secret information/data of the ATLANTIS  
3 misappropriated by ISLAM/GSR and 3) requiring it to immediately return to  
ATLANTIS any confidential, proprietary, trade secret information/data of  
ATLANTIS supplied to it by ISLAM and further purge it from its files.

4 Against ISLAM<sup>9</sup>: 1) from further breaching the above referenced agreements  
5 with ATLANTIS including being employed by GSR; 2) from utilizing the  
6 confidential, proprietary and trade secret information/data of ATLANTIS and 3)  
7 from contacting or soliciting the customers of ATLANTIS and 4) requiring her to  
immediately return to ATLANTIS any confidential, proprietary, trade secret  
information/data of ATLANTIS and further purge it from her files.

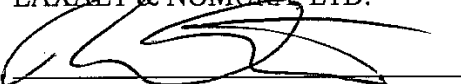
8 Such order should include any other requirement which this Court deems appropriate and  
9 necessary to prevent further misappropriation of the trade secrets of the ATLANTIS as  
10 defined by Nevada law.  
11

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

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

15 Dated this 3 day of May, 2012.

16 LAXALT & NOMURA, LTD.

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

<sup>9</sup> To include any affiliated person or entity.

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**INDEX OF EXHIBITS**

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# **EXHIBIT 1**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

# **EXHIBIT 1**

## ATLANTIS ONLINE SYSTEMS USER AGREEMENT

THIS AGREEMENT GOVERNS YOUR USE OF ATLANTIS' ONLINE SYSTEMS, WHICH INCLUDE ALL INTERNET ACCESS, INTERNAL COMPANY E-MAIL, E-MAIL FROM EXTERNAL SOURCES, INSTANT MESSAGING AND ALL OF ATLANTIS' INTRA-NET (IN-HOUSE) SYSTEMS. YOUR PRIVILEGE TO USE ATLANTIS' ONLINE SYSTEMS MAY END IF YOU VIOLATE THE TERMS OF THIS AGREEMENT. VIOLATION OF THIS AGREEMENT MAY ALSO LEAD TO DISCIPLINE UP TO AND INCLUDING TERMINATION.

As used in this Agreement, "Atlantis" refers to Golden Road Motor Inn, Inc. doing business as Atlantis Casino Resort. "You" and "Your" refers to the person signing this Agreement.

THIS AGREEMENT is effective as of the date signed by You and Atlantis.

### Section 1

#### USE OF ATLANTIS' ONLINE SYSTEMS

1.1 All use of Atlantis' online systems (including but not limited to online services, all e-mail and Internet access in any way associated with Atlantis) is governed by this Agreement. Atlantis has total discretion over Your access privileges and use of Atlantis' online systems.

1.2 Atlantis' online systems are Atlantis' property, and are provided for Your business purposes use to increase Your production and effectiveness only. The purpose of this Agreement is to ensure use of Atlantis' online systems in a productive manner. You are required to abide by the terms of this Agreement. Any violation is not acceptable, will not knowingly be permitted, and may result in discipline, up to and including termination.

### Section 2

#### GENERAL INFORMATION

2.1 Monitoring Tools: Atlantis routinely monitors usage patterns and may sample files contained within the Atlantis online systems.

2.2 Blocking of Internet Access: Atlantis reserves the absolute right to block access to certain Internet sites. Different access and service levels may be given to different employees. Decisions of this nature are at the total discretion of Atlantis.



### Section 3

#### OWNERSHIP OF ELECTRONIC COMMUNICATIONS

3.1 All information on Atlantis' online systems, including, but not limited to communications created, sent, and received using Atlantis' online systems are the property of Atlantis. Your electronic communications are not private. Atlantis reserves the absolute right to access and monitor all messages, files and data of any kind on Atlantis' online systems.

### Section 4

#### MAINTAINING A HOSPITABLE ENVIRONMENT

4. The transmittal, retrieval or storage of information that is discriminatory, harassing, obscene, or pornographic, or which otherwise is violative of Atlantis' Policies is not permitted. You may not use Atlantis' online systems for personal gain or any purpose which is illegal, against company policy, or contrary to Atlantis' best interests.

### Section 5

#### NON-DISCRIMINATION

5.1 Non-Discrimination. You may not transmit or receive messages with derogatory or inflammatory remarks about a person's race, color, sex, age, disability, religion, national origin, or physical attributes. If you receive any such messages against Your will, You must immediately report them to the IS Director in order to document that they were not messages invited or otherwise acceptable to You, or You may elect to permanently block the sender from sending future messages, at your discretion. Any such messages not reported or blocked will be presumed to be willingly accepted by You.

### Section 6

#### CONFIDENTIALITY

6.1 Communication Of Messages Disclosing Trade Secrets /Proprietary Information Is Prohibited. No messages disclosing sensitive, confidential, restricted, non-public, proprietary information, or information involving trade secrets can be transmitted over Atlantis' online systems, with the exception of the intranet (in-house) system. With regard to transferring such information in-house, transfer may be made only to persons who have proper authority to receive that type of information. Discussion of any internal company affairs on any online system other than the in-house system is prohibited absent express permission to do so by Your department Director or the General Manager.

6.2 Proprietary Information/Trade Secrets Defined. For purposes of this Agreement, "Proprietary Information" and "Trade Secrets" is any information, including, but not limited to:

© 2000 Atlantis Casino Resort. All rights reserved. No Unauthorized Duplication or Alteration.  
By signing this document, the signatory becomes subject to the terms of this agreement.



- (1) The operation of Atlantis' business, consisting, for example, and not intending to be inclusive, of its lists or other identifications of guests or prospective guests of Atlantis, the nature and type of services rendered to such guests (or proposed to be rendered to prospective guests), fees charged or to be charged, compensatory information, proposals, inventions, methodologies, processes, compilations of information, marketing data and plans, form and content of data bases, designs, drawings, models, equipment, results of research proposals, technical or non-technical data, patterns, programs, devices, techniques, product plans, job notes, reports, records, specifications, software, firmware, Atlantis Policies, and procedures used in, or related to, Atlantis' operations;
- (2) Atlantis' relations with its employees including without limitation, salaries, job classifications and skill levels;
- (3) Financial, sales and marketing data compiled by Atlantis as well as Atlantis' financial, sales and marketing plans and strategies, lists of actual or potential customers or suppliers and non-public pricing that derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from their disclosure or use;
- (4) All ideas, concepts, information and written material about a guest disclosed to You by Atlantis, or acquired from a guest of Atlantis, and all financial, accounting, statistical, personnel and business data, and plans of guests, are and shall remain the proprietary information of the Atlantis, and/or said guest;
- (5) Any information which is the subject of efforts reasonable under the circumstances to maintain its confidentiality, secrecy and/or proprietary nature.

## Section 7

### MAINTAINING SYSTEM SECURITY

7.1 Keeping the Online System Secure From Computer Viruses. No unauthorized downloading/uploading of software or files is allowed. All software downloaded or uploaded must be authorized by and registered/licensed to Atlantis. Authority to download and upload software must be obtained from the Director of Information Services.

7.2 Infringement Risk. Employee usage of unauthorized software is prohibited and under some circumstances, may be illegal.

## Section 8

### CORPORATE PUBLIC IMAGE

8.1 Your Conduct in Public. Atlantis' online systems should be considered a public place for business communications, and all communications over corporate online systems reflect Atlantis' image. Your communications on the online systems must be compatible with Atlantis' desired public image.

8.2 Employees' Identity. No message can be transmitted without the employee's identity. Transmittal of messages with anonymous or fictitious names is prohibited.

© 2000 Atlantis Casino Resort. All rights reserved. No Unauthorized Duplication or Alteration.  
By signing this document, the signatory becomes subject to the terms of this agreement.

Section 9

COPYRIGHT

9.1 Copyright Infringement. You may not ~~illegally~~ copy, download, or install any copyrighted materials using Atlantis' online systems. All software is to be loaded only after notification to, and receipt of permission by, the IS Director.

Section 10

VIOLATIONS

10.1 Failure To Comply. Failure to comply with this Policy may result in disciplinary action up to and including termination. If employee action(s) is deemed illegal, the proper authorities may be notified.

ACCEPTED:

I acknowledge that I have received a copy of the Atlantis Online Systems User Agreement regarding e-mail, Internet and Intranet systems. I hereby accept and agree to abide by the standards set in Agreement for the duration of my employment with Atlantis Casino Resort, or until I sign any revised, modified or updated Atlantis Online Systems User Agreement.

Date Signed: the 15 day of APRIL, 2008

  
Employee Signature

SUMONA ISLAM  
Employee Print Name

  
Supervisor's Signature

## **EXHIBIT 2**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

## **EXHIBIT 2**

**BUSINESS ETHICS POLICY AND CODE OF CONDUCT ACKNOWLEDGMENT  
AND CONFLICTS OF INTEREST STATEMENT**

By signing below I acknowledge that I have received and read the Business Ethics Policy and Code of Conduct of Monarch Casino & Resort, Inc. and Golden Road Motor Inn, Inc., and that I agree to comply with that Policy and all of its requirements. I further represent that I have read the section governing Conflicts of Interest, that I understand its meaning, and to the best of my knowledge, I have no conflict of interest with the Company as described in the Policy, except as follows:

(If none, so signify by writing "none.")

*none*

Furthermore, I will conduct my business so as to refrain from entering into any conflict of interest in the future. In the event that I become aware of such a conflict of interest, involving myself or others, I will disclose it immediately to the Designated Ethics Officer.

Date:

*1/17/11*

Signature:

*Sumona Islam*

Type or Print Name: Sumona Islam



**BUSINESS ETHICS POLICY AND  
CODE OF CONDUCT FOR  
MONARCH CASINO & RESORT, INC.  
AND GOLDEN ROAD MOTOR INN, INC.  
(As revised March 12, 2004)**

**POLICY:** All Employees of Monarch Casino & Resort, Inc. (The "Company") and its subsidiary entities (including, but not limited to, Golden Road Motor Inn, Inc. d/b/a Atlantis Casino Resort) must abide by the highest standards of business ethics and avoid any actual or apparent conflict of interest as described in the Policy. This Policy establishes minimum standards required of all Designated Employees, which are in addition to the requirements of other Company policies. The Company requires that upon commencement of employment, or election to the Board of Directors, each Designated Employee acknowledges that he or she has read and understands this Policy and has reported, or will report as they arise, all potential conflicts of interest as required by this Policy. Failure to comply with this Policy and the procedures established to implement it can result in disciplinary action, termination from employment, removal from the Board, and/or initiation of appropriate legal action, as the Company deems appropriate.

**SCOPE:** All Designated Employees

**PURPOSE:** Establishes the requirement that all Designated Employees use the highest degree of business ethics and provides minimum standards of business ethics and conduct. Simply reading these standards, however, does not necessarily lead to ethical conduct. The Designated Employee must understand, support and adhere to these standards on a daily basis, which will enable the Company to achieve both its business objectives and strict conformity with the law. Violations of this Policy could expose the Company and the individual involved to civil and criminal actions, fines, revocation of licenses and other legal remedies. To ensure on-going compliance with this Policy, the Company requires all Designated Employees on an annual basis to acknowledge that they have read and understand this Policy and have reported all potential conflicts of interest as required by the Policy.

**INDEX OF PROCEDURES OR GUIDELINES:**

- 1.0 ORGANIZATION AND ADMINISTRATION OF THE POLICY
- 2.0 CONFLICTS OF INTEREST
- 3.0 CONFIDENTIAL INFORMATION
- 4.0 INSIDE INFORMATION
- 5.0 PROHIBITED RECEIPTS AND PAYMENTS
- 6.0 POLITICAL ACTIVITY AND CAMPAIGN CONTRIBUTIONS
- 7.0 PERSONAL USE OF COMPANY PROPERTY & SERVICES
- 8.0 COMPANY BOOKS AND RECORDS

- 9.0 COMPLIANCE WITH TAX LAWS
- 10.0 COMPLIANCE WITH LAWS RULES AND REGULATIONS
- 11.0 COMPLIANCE AND ACCOUNTABILITY
- 12.0 WAIVER
- 13.0 CONCLUSION

## 1.0 ORGANIZATION AND ADMINISTRATION OF THE POLICY

### 1.1 Overall Policy Responsibility

- A. Providing guidance on matters of business ethics.
- B. Monitoring compliance with this Policy and applicable laws to ensure consistency with the Company's goals of promoting fair and ethical conduct and avoiding undesirable relationships in all of its activities.
- C. Toward that end, the Committee shall use the services of a Designated Ethics Officer (DEO), the Internal Audit staff and the Company's independent public accountants.
- D. Provide full, fair, accurate, timely and understandable disclosure in reports and documents the Company files with or submits to the SEC and in other public communications.
- E. Report to the DEO and/or the Audit Committee of the Board of Directors any conflict of interest that may arise and any material transaction or relationship that reasonably could be expected to give rise to a conflict.
- F. Ensure Designated Employees promptly report violations of this Policy to the Audit Committee of the Board of Directors.

### 1.2 Definitions

- A. "CEO" – The person designated by the Board of Directors as the Chief Executive Officer.
- B. "CFO" – The person designated by the Board of Directors as the Chief Financial Officer.
- C. "Company" – Monarch Casino & Resort, Inc., including its subsidiaries and affiliates.
- D. "DEO" – Designated Ethics Officer. The Company's DEO shall be recommended by the CEO and appointed to serve at the pleasure of the Board of Directors.
- E. "Designated Employees" – Members of the Board of Directors, Officers, General Managers, Assistant General Managers, Department Directors/Managers, Supervisors, Administrative Assistants and Secretaries reporting to Officers or General Managers, and other employees who may be selected by the Designated Ethics Officer or Chairman of the Audit Committee of the Board of Directors.
- F. "FCPA" – Foreign Corrupt Practices Act.
- G. "Officers" – The CEO, President, CFO Chief Accounting Officer, Secretary and Treasurer and any other officer designated by the Board of Directors as an "Officer" for purposes of this Policy.
- H. "President" – The person designated by the Board of Directors as the President of the Company.
- I. "Policy" – The Company's Business Ethics Policy.
- J. "SEC" – Securities and Exchange Commission.
- K. "You" – The Designated Employee.

L. "Your" – Belonging to the Designated Employee

### 1.3 The DEO/Audit Committee Relationship

The DEO shall report directly to the Audit Committee. Under the Audit Committee's general supervision, the DEO shall monitor compliance with this Policy and shall *promptly* report violations or threatened violations to the Audit Committee. The DEO shall also make recommendations to the Audit Committee for improving the monitoring of and compliance with this Policy.

### 1.4 The DEO's Responsibility And Authority

The DEO shall direct such investigations as may be appropriate to ascertain compliance with this Policy at all levels of the Company. The DEO shall also propose for adoption by the Audit Committee internal reporting systems as may be required or desirable for effective administration of the policy.

## 2.0 **CONFLICTS OF INTEREST**

### 2.1 Conflict Of Interest Defined

Of all corporate activities involving employee conduct, among the most important involves avoiding actual or potential conflicts of interest. A conflict of interest arises when an employee's judgment in acting on the Company's behalf is, or appears to be, influenced by an actual or potential personal benefit from an investment, business interest, or some other association or relationship. Conflicts occur most often in cases where You or a member of Your household or Your immediate family (spouse, child, parent or sibling) obtains some personal benefit at the expense of the Company's best interests. However, they may arise in other circumstances, as well. Keep in mind that for the purposes of this Policy, in general, You will be regarded as having an interest in any property owned, or any transactions entered into, by members of Your household or Your immediate family.

### 2.2 Common Conflict of Interest Situations

Conflicts of interest can arise in many different situations, and it is not possible to describe all circumstances in which they may exist. The following three sections describe common categories of conflicts of interest. They also illustrate Your responsibility and the Company's policy in each situation.

#### A. Employee Relationships with Parties in Company-Related Transactions.

You must fully disclose details when You or a member of Your household or Your immediate family has an interest in, or a relationship with, any party that transacts business with the Company, such as a supplier or vendor, lessor, lessee, licensor, or licensee, when:

1. You are in a position to make or influence decisions pertaining to the transactions, and
2. Your interest or relationship is substantial enough to appear to a reasonable person that Your decision-making regarding the transaction may be affected.
3. Examples of these relationships include when You or a member of Your household or Your immediate family:
  - a. Has any position or employment, including work performed as an officer, partner, employee, director or consultant of the other company that is a party to the transaction;
  - b. Receives any compensation, discounts, rebates, kickbacks, credit, loans, gifts or other perquisites from the other company;
  - c. Acquires, directly or indirectly, an interest in, or rights to the profit or income of, the other party.
4. You do not need to disclose the mere ownership or securities of the other party if it is listed on a national stock exchange as long as the amount You or members of Your household or immediate family own is less than one percent (1%) of the class of securities outstanding, and does not equal or exceed ten percent (10%) of Your (their) net worth.

**B. Accepting Gifts or Favors.**

You must not accept gifts or favors from any individual or entity that You know or should know transacts business, or may seek to transact business with the Company, unless the gift or favor is a common courtesy usually associated with customary business practices. You must never accept a gift in the form of cash or a cash equivalent. All offers of gifts or favors which fall outside these guidelines should be reported immediately in writing to Your supervisor and the DEO.

**C. Nepotism.**

Nepotism occurs when preferential treatment is given on the basis of close personal relationships, as opposed to merit. You must not grant preferential treatment to relatives or friends within the Company in conflict with the Company's best interests. You must also avoid situations in which conflicts may arise. For example, no employee should supervise or be supervised by, or work in the same department on the same shift as, a member of his or her immediate family. Exceptions must be approved in writing and in advance by the Department Director and the DEO and the CEO or CFO.



### 2.3 Your Responsibility To Avoid Or Eliminate Conflicts Of Interest

You must avoid any relationship, influence, activity, or investment that might impair, or even appear to impair Your ability to make objective and fair decisions in the Company's best interest. Compliance with this Policy also requires You to take any actions regarded by the Company as necessary to eliminate or satisfactorily regulate an actual or potential conflict of interest situation. When in doubt, share the facts of the situation with the DEO or the Chairman of the Audit Committee before taking any action.

### 2.4 Your Responsibility To Disclose All Possible Conflicts

Periodically, You will be required to complete a disclosure statement setting forth any financial interests, business and/or other relationships that might present a conflict of interest. In addition, You must provide full and immediate disclosure of any interest that You may have at the time of hire or during employment which creates, or appears to create, a possible conflict of interest.

### 2.5 An Important Note About The Company's Disclosure Requirement

This disclosure requirement in no way represents the Company's intention to police or interfere with its employees' activities. Rather, the requirement is intended to assist employees in realizing the fullest freedom consistent with their own best interests, and those of the Company and its stockholders, by protecting all parties from the harmful effects of any subsequent revelation of activities, associations or interests that might constitute a prohibited conflict of interest. It is generally anticipated that most activities disclosed will not raise material conflict of interest questions. The disclosure requirement is merely a recognition of the fact that very few substantial questions of conflict of interest can exist where there is full knowledge by the Company of all the facts. In the few instances where such a question might exist after full disclosure, corrective steps generally can be taken to avoid potential problems without interfering with the outside interests of the employee.

### 2.6 Confidentiality

With respect to any disclosure of information furnished by an employee in accordance with this Policy, the Company will endeavor to protect such information and handle it on a strictly confidential basis.

Notwithstanding the foregoing, disclosure by the Company to the appropriate personnel in order to avoid or abate actual or potential conflicts of interest discovered to protect the best interests of the Company may be required.

### 2.7 Related Party Transactions

Notwithstanding the provisions above, all related party transactions involving any Director or Executive Officer of the Company must be approved by the Audit Committee or other independent committee of the Board of Directors.

### 3.0 CONFIDENTIAL INFORMATION

#### 3.1 Confidential Information Defined

Confidential information means all non-public information regarding the Company's operations and business activities and those of its customers and suppliers. Non-public means any information that is not officially disclosed through means such as press releases or other forms of publication, or is not common knowledge.

#### 3.2 Examples Of Confidential Information

Confidential information includes items such as customer lists, customer information (such as player tracking or club information), employee information, policies, systems and procedures, trade secrets, financial information, business plans, contract negotiations, contractual agreements, blueprints, marketing and promotional plans and ideas (including new products and programs, pricing strategies and advertising campaigns), or other information or material unique to the Company.

#### 3.3 Your Responsibility Regarding Confidential Information

Do not disclose confidential information to any unauthorized person, either during or after termination of Your employment. Unauthorized persons include anyone who does not have a business need to know such information for the express benefit of the Company, excluding: the Nevada Gaming Control Board, Nevada Gaming Commission, other states' gaming regulatory agencies which have jurisdiction over the Company, and other authorized state and federal law enforcement officers in the course of their assigned duties. Do not hesitate to ask the DEO or your Department Director if you have any question regarding a particular individual's authorization to obtain confidential information. Upon Your departure, You must not take any documents or records belonging to the Company and You must return to your supervisor all such documents and records in Your possession.

#### 3.4 Your Responsibility Not To Profit From Confidential Information

Do not profit from confidential information of which You have become aware during the course of Your employment. For example, do not acquire an interest in property that You know the Company is considering purchasing. Similarly, You should not acquire any security of another entity, if You are aware that the Company is considering purchasing that entity's securities. These may also constitute conflicts of interest.

#### 3.5 Your Responsibility Not To Compete With Company

You must not compete with the Company in pursuing any business opportunities which come to Your attention during the course of Your employment with the Company. Before personally pursuing or profiting from any venture which could be viewed as competing with the Company, You must disclose the opportunity to the DEO or Chairman of the Audit Committee and obtain the Audit Committee's positive written affirmation either that the venture is not in competition with the Company or that the Company has no interest in pursuing the venture.

## 4.0 INSIDE INFORMATION

### 4.1 Inside Information Defined

Inside information is similar to confidential information, and refers to all material non-public information. Information is material if it could affect the market price of a security, or if a reasonable investor would consider the information important in deciding whether to buy, sell or hold a security. In this context, "security" is referring to the Company's common stock (or other securities that may be issued by the Company in the future), or the common stock or other securities of other companies, which due to your relationship with the Company, you may discover is engaged in negotiations with or otherwise entering into a substantial business transaction with the Company. Information is considered public only if it has been effectively disclosed to the investing public (for example, by press release) and enough time (typically two trading days after the information has been announced publicly) has elapsed to permit the investment market to absorb and evaluate the information. Inside information is not limited to information about the Company. It also includes material non-public information about other corporations with which the Company has business relationships.

### 4.2 Example Of Inside Information

Examples of inside information include, but are not limited to, non-public information about:

- A. Earnings results;
- B. Future earnings, losses or stock splits as estimated or projected by the Company's officers;
- C. Changes in management or dividend policies; and
- D. Events or business operations which are likely to affect future revenues or earnings (for example, the development of a new casino property; joint ventures with other companies; mergers and acquisitions; or lawsuits and settlements).

### 4.3 Prohibited Use Of Inside Information

Company policy, State and Federal laws and regulations prohibit the use of inside information when trading in or recommending the Company's or anyone else's securities. Federal securities laws impose potentially onerous civil and criminal penalties on persons who, in connection with a purchase or sale of securities, improperly obtain and use inside information about such securities. Persons who fail to prevent others from using inside information may also be liable for civil penalties under Federal law.

### 4.4 Your Responsibility Regarding Inside Information

You must not disclose inside information to persons outside the Company or other persons within the Company who are not authorized to receive such information. It is illegal to pass on inside information to another individual who buys or sells a security on the basis of that information. In fact, it is illegal to suggest buying or selling a security while in the possession of inside information, even if You do not actually disclose that information.

### 4.5 Do Not Trade On Company Inside Information

You, any party related to You, or any party to whom You provide (improperly or otherwise) inside information, must not trade in Company securities while possessing inside information until the pertinent information has been disclosed by the Company through public announcements or filings with the SEC and the public has had sufficient time to assimilate it for not less than two full business days after the Company has publicly disclosed the information.

#### 4.6 Do Not Trade On Any Other Company Inside Information

You, any party related to You, or any party to whom You provide (improperly or otherwise) inside information, must not trade in the securities of another corporation if the value of such securities is likely to be affected by actions of the Company of which You are aware and which have not been disclosed to the public. For example, if a vendor is developing and testing a new product in conjunction with the Company, employees should not trade in the securities of that vendor until such information becomes public knowledge.

#### 4.7 Prevent Others From Insider Trading

It is also illegal for certain persons to fail to prevent insider trading by others. Individual employees with managerial or supervisory responsibilities over an employee and, in some cases, officers, directors, and controlling stock holders of the Company (collectively referred to as "controlling persons"), may be liable for civil penalties under insider trading laws for the violations of an employee if the controlling person knew or recklessly disregarded the fact that the employee was likely to engage in a violation, and failed to take appropriate steps to prevent that violation before it occurred.

#### 4.8 Questions Regarding Inside Information

Before disclosing or using information in Your possession which could be considered inside information and, therefore, subject to this Policy, You must obtain the written approval from the DEO, CEO or CFO. If such approval is not given, then you should not use or disclose such information.

### 5.0 **PROHIBITED RECEIPTS AND PAYMENTS**

#### 5.1 Your Use Of Company Assets

The use of Company funds or assets for any unlawful purpose is strictly prohibited. You must not establish undisclosed or unrecorded funds or assets of the Company for any purpose, or engage in any arrangement that results in prohibited acts. No payments shall be approved or made with the intention or understanding that any part of such payment is to be used for any purpose other than that described by the materials supporting the disbursement.

## 5.2 Your Authorization To Use Company Assets

You must not authorize or make any payment, whether in money, property or services, either Company or personal, for a bribe, kickback, or any other similar payment, to any person or organization designed to secure favored treatment for the Company. These payments are highly improper and could adversely reflect on the Company's integrity and reputation.

## 5.3 Your Responsibility To Report Prohibited Act

If You have information regarding any prohibited act or payments, You must promptly report the matter to the DEO or Chairman of the Audit Committee.

## 6.0 **POLITICAL ACTIVITY AND CAMPAIGN CONTRIBUTIONS**

### 6.1 Political Campaign Contributions Defined

Political campaign contributions mean:

- A. Direct expenditures or contributions, in cash or property, to candidates for nomination or election to public office or to political parties; and
- B. Indirect assistance or support, such as the furnishing of goods, services or equipment, or other political fund raising support.

### 6.2 Prohibited Domestic Political Contributions

The Company does not make political contributions to candidates for federal office and in the United States as it would be a crime for the Company to do so. It is also Company policy not to make political contributions for candidates for state and local office, except in those states where such payments are legal and such payments have been authorized by the Company Co-Chairs.

### 6.3 Prohibited Foreign Political Contributions

The FCPA specifically prohibits U.S. corporations or their agents from offering or making payments to foreign officials, political parties, or candidates for public office for the purpose of influencing an official act or decision which would help the corporation obtain, retain, or direct business. This prohibition is applicable

regardless of whether the contribution is lawful under the laws of the country in which it is made. Accordingly, Company policy strictly prohibits any payments with corporate funds to, or any use of corporate assets for the benefit of, any foreign official, political party, or candidate for political office.

#### 6.4 Individual Employee Political Participation

The Company encourages political participation by employees in their individual capacities, including the making of voluntary contributions to candidates of the employee's choice in accordance with legal limitations. In compliance with federal laws and regulations, the Company will not reimburse any employee directly or indirectly for any political contributions made by the employee. Furthermore, employees must not engage in political activities during working hours.

### 7.0 **PERSONAL USE OF COMPANY PROPERTY AND SERVICES**

#### 7.1 Your Use Of Company Property

You may use Company property and services for personal benefit only when the property is approved for general employee or public use. The use of Company owned land, materials, equipment, or other property, and the use of services provided by Company employees on Company time under any other circumstances are strictly prohibited, except as approved in advance by the person to whom such approval authority has been delegated. For instance, you may not use Company employees to perform home improvement or any other personal work for Your benefit on Company time.

#### 7.2 Your Responsibility To Obtain Authorization

You must not sell, loan, give away or otherwise dispose of Company property, regardless of condition or value, except with proper prior authorization.

#### 7.3 Your Responsibility Not To Profit From Company Time Or Property

You may not engage in activities on Company time or use, or cause to be used, Company facilities, equipment, materials or supplies for Your personal profit.

## **8.0 COMPANY BOOKS AND RECORDS**

### **8.1 Your Responsibility Regarding Company Books And Records**

It is Company policy that all books and records of the Company be maintained so that they fully and fairly reflect all of the Company's receipts and expenditures, assets and liabilities. You must not make false or artificial entries in the books and records of the Company for any reason. You must not establish any funds or accounts outside the books and records of the Company. All bank accounts set up on behalf of the company, foreign or domestic, must be approved by the CFO and shall be controlled, recorded and reconciled under the direction of the CFO.

### **8.2 Your Responsibility For Full Disclosure**

Federal laws prohibit materially false or misleading statements or omission of facts by officers and directors in connection with the audit or examination of the Company's financial statements or the preparation of its required SEC (Securities and Exchange Commission) filings. The FCPA requires the Company to develop and maintain a system of internal accounting controls to help assure the Company's books and records accurately reflect its transactions and dispositions of assets. The FCPA and securities laws apply to indirect as well as direct falsification, misrepresentation or omission. Federal laws impose civil and criminal penalties on individuals and companies who violate these requirements. If Your duties include participation in the preparation of Company press releases or filings with the SEC, You must use Your best efforts to assure that such press releases and/or SEC filings fully, fairly and accurately disclose the material information required to be contained therein.

### **8.3 Questions Regarding The Company's Books And Records**

It is Company policy to comply fully with the record keeping and accounting control requirements of the SEC and the FCPA. Any questions concerning this area must be reviewed with the CFO and Chairman of the Audit Committee.

## **9.0 COMPLIANCE WITH TAX LAWS**

### **9.1 Your Responsibility Regarding Personal Taxes**

It is against Company policy for any employee, with fraudulent intent, to misrepresent any employee's income, fail to withhold applicable income taxes as required by law, or to take any other action to illegally evade taxes on, or with respect to, income from the Company.

## **9.2 Your Responsibility Regarding Company Taxes**

It also is Company policy to comply with all applicable tax statutes and regulations. It is a violation of company policy for any employee to take any action for the purpose of illegally evading taxes due on the Company's operations.

## **9.3 Questions Regarding Tax Compliance**

Any questions in this regard must be reviewed in advance with the CFO.

# **10.0 COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

## **10.1 Your Responsibility Regarding All Applicable Laws, Rules and Regulations**

It is against Company policy for any employee, with intent, to violate any applicable law, rule or regulation issued by a governmental body. Notwithstanding the foregoing, good faith efforts to contest laws, rules and/or regulations as permitted by law and authorized by management of the Company shall not be prohibited.

## **10.2 Questions Regarding Legal Compliance**

Any questions in this regard must be reviewed in advance with the DEO.

# **11.0 COMPLIANCE AND ACCOUNTABILITY**

This Policy is not intended as a comprehensive review of laws related to the principles and practices regulating all Designated Employees and the policies and practices related to conflicts of interests, relationships with public officials, prohibited receipts and payments and antitrust laws. This Policy is not a substitute for expert advice. If any Designated Employee has questions concerning a specific situation, the Designated Employee should contact the DEO and/or the Audit Committee of the Board of Directors of the Company's general counsel or corporate counsel before taking action.

# **12.0 WAIVER**

Any Request for a waiver of any provision of this Policy must be in writing and addressed to the DEO and/or Audit Committee of the Board of Directors. Any waiver of this Policy with respect to an Officer or Director



must be approved by the Board of Directors and will be disclosed promptly on Form 8-K or any other means approved by the Securities and Exchange Commission.

### 13.0 CONCLUSION

#### 13.1 Your Responsibility For Business Ethics

You must maintain the highest standards of ethical conduct in all Your business dealings. The Board of Directors adopted this Policy to help You achieve and maintain that vital goal. You must endeavor to read, understand, and abide by it.

#### 13.2 Required Acknowledgment

You are required to complete the "Business Ethics Policy Acknowledgment and conflict of Interest Statement" (see Attachment 1) upon beginning employment/institution of this Policy, and on an annual basis thereafter.

# **EXHIBIT 3**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

# **EXHIBIT 3**

**ATLANTIS COMPANY POLICY REGARDING COMPANY PROPERTY,  
PROPRIETRY INFORMATION AND TRADE SECRETS**

This statement describes the standing policy of The Golden Road Motor Inn, Inc., d.b.a. Atlantis Casino Resort Spa, (hereinafter "Atlantis"), with respect to company property, proprietary information and trade secrets. Reduction of this policy to this writing is not creation of new policy and should in no way be construed as such. This document simply describes in writing the abiding Atlantis policy on the topics described herein.

Most officers, employees, independent contractors, agents or other representatives of Atlantis will, during their employment with Atlantis, acquire or have access to property owned by Atlantis. This property may be tangible, such as computer hardware, communication equipment or office furniture, or it may be intellectual, such as information or raw data. Both tangible and intellectual properties are valuable.

Intellectual property may include hotel or casino customer/guest lists with facts about those customers' preferences, histories and other personal or business information. Such information may be provided to the employee or representative by Atlantis or developed by that person while employed by or representing Atlantis. Intellectual property may also include knowledge regarding future expansion or other development plans for Atlantis, marketing and advertising schemes and strategies, promotions, computer or other programs, financial, business and other records or documents pertaining to Atlantis and/or its customers, guests and/or Team Members. This information may be contained in Atlantis' computer database, or it may be known simply because of your role in the Atlantis' operations. Intellectual property is essentially "company information". Such information is proprietary and may constitute "trade secrets" intended solely for the use and benefit of Atlantis. While items listed in the paragraph illustrate some of the types of intellectual property that Atlantis employees and agents may obtain, this is not an exhaustive list. This policy applies to any and all intellectual property of Atlantis.

An employee who obtains intellectual property is entrusted with Atlantis property just as when that employee is entrusted with tangible property. Accordingly, **all Atlantis property, tangible and intellectual, must remain with Atlantis both during and after a person's term of employment or representation of Atlantis. Additionally, any knowledge of Atlantis' intellectual property had by any employee or agent must not be used by that person or disseminated to any other person or entity for any purpose. This restriction applies both during the term of employment or representation as well as after termination of such. Any improper use or dissemination of Atlantis intellectual property is a breach of this policy and may be a violation of State and Federal Trade Secrets laws. Such violation is punishable both civilly and criminally.**

Furthermore, Atlantis does not accept or use information from employees or others, the dissemination of which would violate State or Federal Trade Secrets laws. By entering into ATLANTIS' "ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT TO COMPLY WITH COMPANY POLICY", Atlantis employees and agents agree not to use or disseminate information to Atlantis, its employees, agents or others, which would violate any Trade Secrets laws.

This policy may be amended from time to time.

**ATLANTIS COMPANY POLICY REGARDING COMPANY PROPERTY,  
PROPRIETARY INFORMATION AND TRADE SECRETS**

As an employee or independent contractor/agent of The Golden Road Motor Inn, Inc., d.b.a. Atlantis Casino Resort Spa, (hereinafter "Atlantis"), I acknowledge that I have received and reviewed a copy of this agreement and the attached Atlantis policy pertaining to company property, proprietary information and trade secrets, (hereinafter the "policy"). Additionally, I acknowledge that I have been advised by Atlantis management to review this agreement and the policy carefully, and to consult with my own legal counsel regarding the policy and that I have accordingly been given adequate opportunity to do so prior to entering into this agreement.

After having thoroughly reviewed the policy and in consideration of my future and/or continued employment or independent contract/agent status with Atlantis, I hereby agree to fully and completely comply with and abide by the attached Atlantis policy pertaining to company property, proprietary information and trade secrets. I understand that my failure to abide by the policy may result in my termination and that legal action may be brought against me.

In agreeing to fully abide by the policy in its entirety, I specifically agree not to use or disseminate any Atlantis property, tangible, intellectual or otherwise, in any way that may potentially benefit any person or entity other than Atlantis. I understand that I will be bound by this agreement after termination of my employment or representation of Atlantis. I further agree that I will not disseminate to Atlantis or to any Atlantis employee or agent any information that would violate any State or Federal Trade Secrets laws, nor will I wrongfully use any such information in my employment with Atlantis. In the event it is determined that I have wrongfully used such information in my employ with Atlantis or disseminated such information to Atlantis, its employees or agents, I will hold Atlantis harmless from any legal action which may relate to such use or dissemination.

I recognize and agree that my status as an "at-will" employee or independent contractor/agent is in no way affected by entering into this agreement and that I am not hereby entering into any employment contract or agreement which would in any way bestow or confer upon me any rights beyond those of an at-will employee or agent.

I agree that Nevada law will govern any dispute that may arise out of this agreement and that The Second Judicial District Court for the State of Nevada will be the venue for any related litigation.


I agree that each portion of the policy as well as each portion of this agreement is severable from all other portions and that, in the event that any portion of either the attached policy or this agreement is determined to be void by a court of competent jurisdiction, the remaining portions of the attached policy and/or this agreement shall remain in full force and affect.

**ATLANTIS COMPANY POLICY REGARDING COMPANY PROPERTY,  
PROPRIETRY INFORMATION AND TRADE SECRETS**

I acknowledge that I have been given adequate opportunity to discuss the policy and this agreement with my superior(s) at Atlantis, that I understand both documents and that I am entering into this agreement voluntarily.

Dated this 19 day of Jan, 2011.

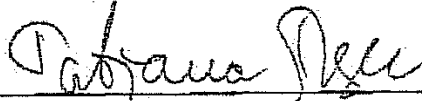
Employee/Agent

  
Signature

SUMONA ISLAM


Print Name

Witness

  
Signature

Tatiana Isen  
Print Name

Atlantis Casino Resort, by:

  
Signature

Rebecca Meador  
Print Name

I acknowledge that I do not have in my possession outside of the Atlantis Casino Resort any tangible or intellectual property of the Atlantis.

Dated this 19 day of Jan, 2011.

Signed

  
Signature

SUMONA ISLAM

Print Name

# **EXHIBIT 4**

**FILED**

Electronically

05-03-2012:04:39:18 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 2930037

# **EXHIBIT 4**

NON-COMPETE/NON-SOLICITATION AGREEMENT

WHEREAS, Golden Road Motor Inn, Inc. dba Atlantis Casino Resort Spa (hereinafter "Atlantis") has a legitimate business interest in effectively competing in the marketplace and protecting its investment in employee capital and confidential information; and

WHEREAS, Sumona Islam (hereinafter "Team Member") desires to have employment or continue employment with Atlantis and enjoy the compensation and other benefits associated with said employment;

IN CONSIDERATION there for, Team Member HEREBY AGREES as follows:

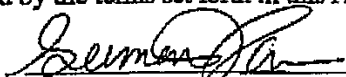
Non-Compete. In the event that the employment relationship between Atlantis and Team Member ends for any reason, either voluntary or non-voluntary, Team Member agrees that (s)he will not, without the prior written consent of Atlantis, be employed by, in any way affiliated with, or provide any services to, any gaming business or enterprise located within 150 miles of Atlantis Casino Resort for a period of one (1) year after the date that the employment relationship between Atlantis and Team Member ends.

Non-Solicitation. In the event that the employment relationship between Atlantis and Team Member ends for any reason, either voluntary or non-voluntary, Team Member agrees that (s)he will not, at any time prior to two (2) years from the date that the employment relationship ends, either directly or indirectly, induce, persuade or attempt to induce any other Atlantis employee to leave or abandon employment with the Atlantis for any reason whatsoever.

Injunctive Relief. Team Member agrees that the Non-Compete and Non-Solicitation Clauses above are the minimum necessary to protect the Atlantis in the use and enjoyment of the confidential information and the good will of the business of the Atlantis. Team member further agrees that damages cannot fully and adequately compensate Atlantis in the event of a breach or violation of said clauses and that, without limiting the right of Atlantis to seek all other legal and equitable remedies available to it, Atlantis shall be entitled to injunctive relief, including but not limited to a temporary restraining order, temporary injunction and permanent injunction to prevent any such violations or any continuation of such violations. The granting of injunctive relief will not act as a waiver by Atlantis to pursue any and all remedies.

Employment At-Will. This Agreement does not create an obligation of continued employment on the part of either Team Member nor Atlantis. Nothing in this Agreement is intended to, nor does, alter the employment at-will relationship between Atlantis and Team Member.

By signing below, Team Member acknowledges his intent and agreement to be legally bound by the terms set forth in this Agreement.

  
(Signature of Team Member)

Date: 2/26/10

# **EXHIBIT 5**

**FILED**

Electronically

05-03-2012:04:39:18 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 2930037

# **EXHIBIT 5**





April 6, 2012

Grand Sierra Resort  
2500 E. Second St.  
Reno, NV 89595  
Attn: Mr. Tom Flaherty, Vice President of Casino Operations

By Facsimile & Certified Mail - return receipt requested

Re: Potential Trade Secret Violations

Dear Mr. Flaherty:

It has been brought to our attention that Grand Sierra Resort ("GSR") employee, Sumona Islam, has been contacting Atlantis guests for the purpose of soliciting their business at the GSR. Ms. Islam previously was employed as an executive host at the Atlantis and had access to confidential and proprietary information concerning Atlantis guests. We are advised that Ms. Islam is soliciting Atlantis guests to patronize the GSR, even though they do not know her, nor do they have a relationship with the GSR. We reasonably believe that her contact with these guests was facilitated by improper use of Atlantis' information. As such, we believe the solicitation of such guests by Ms. Islam to be potentially improper and illegal.

I enclose herewith a copy of correspondence which I have mailed contemporaneously to Ms. Islam, requesting her to cease and desist from all improper contact which is in violation of the Atlantis Company Policy Regarding Company Property, Proprietary Information and Trade Secrets and her agreement to comply therewith. I also enclose a copy of the referenced Atlantis policy signed by Ms. Islam for your information. In addition to her contractual agreement pursuant to the policy, I also have reminded Ms. Islam of her civil obligations not to utilize Atlantis' trade secrets improperly, as codified by the Uniform Trade Secrets Act and developed in common law. Through my correspondence I have requested her to refrain from such violations. We have requested Ms. Islam to return to the Atlantis immediately any property, including but not limited to guest information, belonging to the Atlantis or alternatively, to verify in writing to us that she does not have any.

By way of this letter, we are putting you and the GSR on notice of Atlantis' concerns in this regard, and our demand that Ms. Islam cease and refrain from all improper guest contact. Additionally, I wish to call to your attention the potential for legal liability on the part of GSR for improper use of information protected under the Uniform Trade Secrets Act. If you are not familiar with the potential for liability under the Uniform Trade Secrets Act, you may wish to review the Act and/or seek legal counsel with regard thereto. If GSR has incorporated into its data base or other records confidential information that is the property of the Atlantis, we demand that GSR immediately advise us of the same, so that we may arrive at a mutually agreeable way to assure that all such information is effectively extracted and returned to the Atlantis.

Grand Sierra Resort  
Mr. Tom Flaherty, Vice President of Casino Operations  
April 6, 2012  
Page 2 of 2


It is our hope that upon receipt of this correspondence, adequate measures will be taken by GSR to assure that there will be no future violations of Atlantis' legal rights by Ms. Islam and/or the GSR. In the event of violations subsequent to this notice, Atlantis may elect to protect its rights through legal recourse.

Thank you for your anticipated cooperation in addressing this issue within your organization immediately, so as to preclude any future intentional, or unintentional, misconduct.

Very truly yours,

ATLANTIS CASINO RESORT SPA

By:



Debra B. Robinson, Esq.  
General Counsel

DBR/hs  
(Encls. as stated)

cc: Darlyne Sullivan (Atlantis - General Manager)



April 6, 2012

Sumona Islam  
5850 Starcrest Ave.  
Reno, NV 89523

By Certified Mail – return receipt requested

Dear Ms. Islam:

Numerous Atlantis guests are reporting that they are being contacted by you for the purpose of persuading them to become customers of your new employer, the Grand Sierra Resort ("GSR"). The guests state that they have never had any host relationship with you, and they are not pleased that you are contacting them. They presume that you took their contact information with you when you left the Atlantis because GSR would have no legitimate other source by which to obtain their identity and contact information. Guests have brought us copies of the letters that you are sending out, offering that if these guests contact you personally, you will provide them with a substantial amount of free play credit at the GSR. These Atlantis guests state that they never before received personalized offers from GSR.

It appears to us that you are making marketing offers to guests who have never been in your book of trade, targeting them based upon proprietary information that you learned about their marketing worth while you were an employee of the Atlantis, and using address information stolen from the Atlantis to make the contact. **By way of this letter the Atlantis is demanding that you immediately cease and desist all of your marketing-related conduct that violates federal and/or state law, and/or breaches the Confidentiality Agreement that you signed with the Atlantis upon commencement of your employment and thereafter renewed every year of your employment.** I have enclosed a copy for your reference.

You entered into a binding contractual obligation with the Atlantis to protect confidential information belonging to the Atlantis, and agreed that this obligation continues even after the termination of your employment at the Atlantis. Additionally, you have a civil statutory obligation not to improperly utilize Atlantis trade secrets. If you are not sure of your obligations under the Uniform Trade Secrets Act, I recommend that you consult legal counsel who can advise you in that area.

We are also aware of your malfeasance preceding your resignation that includes sabotage of the Atlantis guest information data base. We have electronic records documenting your misdeeds and we are evaluating appropriate legal action with regard thereto.

Ms. Sumona Islam


April 6, 2012

Page 2 of 2

We demand that within seven days after your receipt of this letter you return all Atlantis property you took from the Atlantis, or that has otherwise come into your possession. If it is your position that you took no Atlantis property and/or are not in possession of any, please provide that response to me in writing. You may contact me at 775-824-4489 to make arrangements to return Atlantis' property. I strongly urge you not to destroy any documents or evidence that may be relevant to Atlantis' legal claims against you, as that could lead to further civil and/or criminal charges.

I will expect to receive your response within seven days. Your failure to respond will be deemed by us as an admission that you participated in the acts outlined herein.

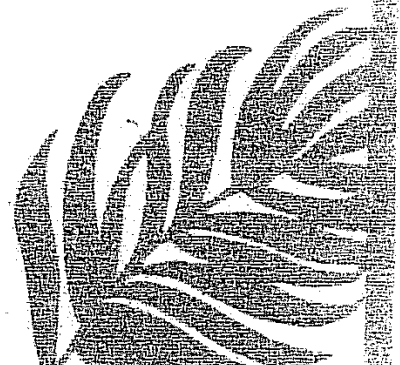
Very truly yours,



Debra B. Robinson, Esq.  
General Counsel

DBR/hs  
(Encls. as stated)

cc: Mr. Tom Flaherty – Grand Sierra Resort, Vice President of Operations



**ATLANTIS COMPANY POLICY REGARDING COMPANY PROPERTY,  
PROPRIETRY INFORMATION AND TRADE SECRETS**

This statement describes the standing policy of The Golden Road Motor Inn, Inc., d.b.a. Atlantis Casino Resort Spa, (hereinafter "Atlantis"), with respect to company property, proprietary information and trade secrets. Reduction of this policy to this writing is not creation of new policy and should in no way be construed as such. This document simply describes in writing the abiding Atlantis policy on the topics described herein.

Most officers, employees, independent contractors, agents or other representatives of Atlantis will, during their employment with Atlantis, acquire or have access to property owned by Atlantis. This property may be tangible, such as computer hardware, communication equipment or office furniture, or it may be intellectual, such as information or raw data. Both tangible and intellectual properties are valuable.

Intellectual property may include hotel or casino customer/guest lists with facts about those customers' preferences, histories and other personal or business information. Such information may be provided to the employee or representative by Atlantis or developed by that person while employed by or representing Atlantis. Intellectual property may also include knowledge regarding future expansion or other development plans for Atlantis, marketing and advertising schemes and strategies, promotions, computer or other programs, financial, business and other records or documents pertaining to Atlantis and/or its customers, guests and/or Team Members. This information may be contained in Atlantis' computer database, or it may be known simply because of your role in the Atlantis' operations. Intellectual property is essentially "company information". Such information is proprietary and may constitute "trade secrets" intended solely for the use and benefit of Atlantis. While items listed in the paragraph illustrate some of the types of intellectual property that Atlantis employees and agents may obtain, this is not an exhaustive list. This policy applies to any and all intellectual property of Atlantis.

An employee who obtains intellectual property is entrusted with Atlantis property just as when that employee is entrusted with tangible property. Accordingly, **all Atlantis property, tangible and intellectual, must remain with Atlantis both during and after a person's term of employment or representation of Atlantis. Additionally, any knowledge of Atlantis' intellectual property had by any employee or agent must not be used by that person or disseminated to any other person or entity for any purpose. This restriction applies both during the term of employment or representation as well as after termination of such. Any improper use or dissemination of Atlantis intellectual property is a breach of this policy and may be a violation of State and Federal Trade Secrets laws. Such violation is punishable both civilly and criminally.**

Furthermore, Atlantis does not accept or use information from employees or others, the dissemination of which would violate State or Federal Trade Secrets laws. By entering into ATLANTIS' "ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT TO COMPLY WITH COMPANY POLICY", Atlantis employees and agents agree not to use or disseminate information to Atlantis, its employees, agents or others, which would violate any Trade Secrets laws.

This policy may be amended from time to time.

**ATLANTIS COMPANY POLICY REGARDING COMPANY PROPERTY,  
PROPRIETARY INFORMATION AND TRADE SECRETS**

As an employee or independent contractor/agent of The Golden Road Motor Inn, Inc., d.b.a. Atlantis Casino Resort Spa, (hereinafter "Atlantis"), I acknowledge that I have received and reviewed a copy of this agreement and the attached Atlantis policy pertaining to company property, proprietary information and trade secrets, (hereinafter the "policy"). Additionally, I acknowledge that I have been advised by Atlantis management to review this agreement and the policy carefully, and to consult with my own legal counsel regarding the policy and that I have accordingly been given adequate opportunity to do so prior to entering into this agreement.

After having thoroughly reviewed the policy and in consideration of my future and/or continued employment or independent contract/agent status with Atlantis, I hereby agree to fully and completely comply with and abide by the attached Atlantis policy pertaining to company property, proprietary information and trade secrets. I understand that my failure to abide by the policy may result in my termination and that legal action may be brought against me.

In agreeing to fully abide by the policy in its entirety, I specifically agree not to use or disseminate any Atlantis property, tangible, intellectual or otherwise, in any way that may potentially benefit any person or entity other than Atlantis. I understand that I will be bound by this agreement after termination of my employment or representation of Atlantis. I further agree that I will not disseminate to Atlantis or to any Atlantis employee or agent any information that would violate any State or Federal Trade Secrets laws, nor will I wrongfully use any such information in my employment with Atlantis. In the event it is determined that I have wrongfully used such information in my employ with Atlantis or disseminated such information to Atlantis, its employees or agents, I will hold Atlantis harmless from any legal action which may relate to such use or dissemination.

I recognize and agree that my status as an "at-will" employee or independent contractor/agent is in no way affected by entering into this agreement and that I am not hereby entering into any employment contract or agreement which would in any way bestow or confer upon me any rights beyond those of an at-will employee or agent.

I agree that Nevada law will govern any dispute that may arise out of this agreement and that The Second Judicial District Court for the State of Nevada will be the venue for any related litigation.


I agree that each portion of the policy as well as each portion of this agreement is severable from all other portions and that, in the event that any portion of either the attached policy or this agreement is determined to be void by a court of competent jurisdiction, the remaining portions of the attached policy and/or this agreement shall remain in full force and affect.

**ATLANTIS COMPANY POLICY REGARDING COMPANY PROPERTY,  
PROPRIETARY INFORMATION AND TRADE SECRETS**

I acknowledge that I have been given adequate opportunity to discuss the policy and this agreement with my superior(s) at Atlantis, that I understand both documents and that I am entering into this agreement voluntarily.

Dated this 19 day of Jan, 2011.

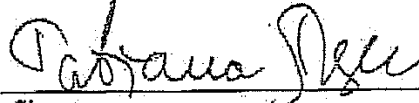
Employee/Agent

  
Signature

SUMONA ISLAM


Print Name

Witness

  
Signature

Tatiana Isen  
Print Name

Atlantis Casino Resort, by:


  
Signature

Rebecca Meador  
Print Name

I acknowledge that I do not have in my possession outside of the Atlantis Casino Resort any tangible or intellectual property of the Atlantis.

Dated this 19 day of Jan, 2011.

Signed

  
Signature

SUMONA ISLAM

Print Name

**\*\* Transmit Confirmation Report \*\***

P.1

MONARCH CASINO, INC. Fax: 775-332-9171

Apr 9 2012 03:16pm

Name/Fax No.	Mode	Start	Time	Page	Result	Note
917757892561	Normal	09,03:12pm	4'06"	8	* O K	

## FAX TRANSMISSION

### ATLANTIS CASINO RESORT

Legal Office  
3900 South Virginia Street  
Reno, NV 89502  
(775) 824-4489  
Fax: (775) 332-9164

To: Grand Sierra Resort  
Attn: Tom Flaherty  
- V.P. of Casino Operations

Date: April 9, 2012

Fax #: 789-2561

Pages: 8, including this cover sheet.

From: Debra B. Robinson, Esq.

Subject: Potential Trade Secret Violations

#### COMMENTS:

Please see correspondence that follows.



# FAX TRANSMISSION

## ATLANTIS CASINO RESORT

Legal Office  
3800 South Virginia Street  
Reno, NV 89502  
(775) 824-4489  
Fax: (775) 332-9164

**To:** Grand Sierra Resort  
Attn: Tom Flaherty  
- V.P. of Casino Operations

**Date:** April 9, 2012

**Fax #:** 789-2561

**Pages:** 8, including this cover sheet.

**From:** Debra B. Robinson, Esq.

**Subject:** Potential Trade Secret Violations

### COMMENTS:

Please see correspondence that follows.

# **EXHIBIT 6**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

**EXHIBIT 6**

**COHEN | JOHNSON**  
**ATTORNEYS & COUNSELORS AT LAW**

6293 Dean Martin Drive, Suite G  
Las Vegas, Nevada 89118  
702-823-3500 tel  
702-823-3400 fax

Steven B. Cohen, Esq.  
scohen@cohenjohnson.com

April 18, 2012

*Via Certified Mail and Email*

Debra B. Robinson, Esq.  
Atlantis Casino Resort Spa  
3800 South Virginia Street  
Reno, NV 89502  
drobinson@monarchcasino.com

**CONFIDENTIAL COMMUNICATION IN FURTHERANCE OF SETTLEMENT**

**RE: Sumona Islam; Trade Secrets**

Dear Ms. Robinson:

**I. INTRODUCTION**

I am in receipt of your letters to Grand Sierra Resort ("GSR") and Sumona Islam, both dated April 6, 2012, and I hereby respond to the same. Initially, it should be stated that GSR has determined that there is absolutely no basis for claims of Trade Secret violations, either by GSR or by Ms. Islam.

**II. FACTS**

The Atlantis has alleged that Ms. Islam and GSR are in possession of the names on the Atlantis guest list. Based upon interviews with Ms. Islam by the management at GSR, I have determined that there is not a factual basis for any allegation of wrongdoing.

It is correct that a number of persons have been contacted by Ms. Islam through letters sent via GSR. However, this contact was in no way related to any proprietary information gained from employment at the Atlantis. Each of the persons that were contacted were either already in the GSR database, or were part of Ms. Islam's personal book of business. In fact, a number of the persons contacted have a relationship with Ms. Islam dating back to her time with Harrah's.

**Ms. Islam and GSR are not in possession of any property of the Atlantis. Upon Ms. Islam's separation from employment at the Atlantis, she received a clearance slip stating that she is not in**

...

Exhibit 6

App. 0198

COHEN | JOHNSON  
ATTORNEYS & COUNSELORS AT LAW

April 13, 2012  
Page 2

possession of any property of the Atlantis. Furthermore, as you are well aware, it would not be possible for Ms. Islam to sabotage or copy guest information database due to precautions taken by the Atlantis.

This includes the fact that the terminals used to access this data do not have printers or any other connection to allow access to download information. In that regard, I request that you immediately come forward with the information that is the basis of your allegation in your letter to Ms. Islam where you claim that she sabotaged your database.

### III. TRADE SECRETS

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

Factors to be considered when determining whether corporate information, such as customer and pricing information, is a trade secret include: (1) extent to which the information is known outside of the business and the ease or difficulty with which the acquired information could be properly acquired by others; (2) whether the information was confidential or secret; (3) extent and manner in which employer guarded the secrecy of the information; and (4) former employee's knowledge of customer's buying habits and other customer data and whether this information is known by employer's competitors. *Finkel v. Cashman Professional, Inc.*, 2012 WL 669897 (2012).

Customer information to be kept confidential pursuant to nondisclosure provision of agreement between provider of telecommunications services and competitor was not "trade secret" as defined by Nevada's Uniform Trade Secrets Act, inasmuch as information would have been ascertainable by competitor or other member of the public with reasonable diligence. *Custom Teleconnect, Inc. v. International Tele-Services, Inc.*, 254 F.Supp.2d 1173, 67 U.S.P.Q.2d 1309 (2003).

**Not every customer and pricing list will be protected as a trade secret. *Frantz*.**

The determination of whether corporate information, such as customer and pricing information, is a trade secret is a question for the finder of fact. *Id.*

Ms. Islam and GSR are not in possession of any property of the Atlantis. Furthermore, it is clear that even if Ms. Islam or GSR were in possession of the names of persons on the Atlantis guest list, those names on the guest list are not a trade secret. In addition, were the Atlantis to pursue legal action, the case would require a jury trial as the determination of a trade secret must be made by the finder of fact.

COHEN | JOHNSON  
ATTORNEYS & COUNSELORS AT LAW

April 13, 2012  
Page 3

**IV. CONCLUSION**

In sum, as gambling is not a highly specialized industry, there is going to be overlap between players and guest lists amongst casinos. Based on the foregoing, I demand that you immediately come forward with any information that Ms. Islam either sabotaged your database, or that Ms. Islam or GSR are in possession of proprietary information that is eligible to be protected as a trade secret. Otherwise, GSR will consider this issue resolved, as internal investigations have not uncovered any wrongdoing.

Very truly yours,

COHEN-JOHNSON, LLC

A handwritten signature in black ink, appearing to read "Steven B. Cohen". The signature is fluid and cursive, with a large initial "S" and "C".

STEVEN B. COHEN, ESQ.

Cc: Sumona Islam

# **EXHIBIT 7**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

# **EXHIBIT 7**

**AFFIDAVIT OF STEVE RINGKOB**

I, Steve Ringkob, being duly sworn, do hereby state as follows:

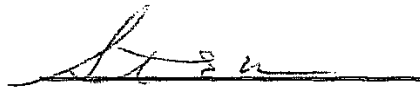
1. I am of legal age. The averments set forth in this affidavit are based on my personal knowledge of and participations in the matters recited below and, if called as a witness, I could testify competently to them. I make this affidavit in support of the Ex-Parte Motion for Temporary Restraining Order and Motion for Preliminary Injunction to which it is attached.
2. I am the Director of Slot Operations for the Atlantis Casino Resort Spa ("Atlantis") and have acted in this capacity for the last year and a half. In this position, I am aware of and know of Atlantis guests through Atlantis Casino Hosts.
3. Prior to this position, I was Director of Casino Marketing for the Atlantis where I supervised Club Paradise and casino special events and became aware of and know Atlantis guests through Atlantis Casino Hosts. Prior to that position, I was Director of VIP Services for the Atlantis for approximately three and one half years. In that position I oversaw casino hosts and their interaction with casino guests and ensuring that such interaction was productive for casino revenue.
4. Known gaming guests of the Atlantis, such as those tracked in its club or player database, are responsible for a large majority of Atlantis' overall revenue. Atlantis Casino Hosts are the interface between the Atlantis and those guests and Atlantis spends considerable resources on such hosts who are tasked with ensuring that the needs of these guests are met during their visit and to encourage return visits.
5. As such, Atlantis Casino Hosts, in order to perform their job duties, are privy to confidential, proprietary and trade secret information related to these customers/guests

such as customer/guest lists containing facts about those customers' preferences, histories and other personal, confidential or private business information.

6. This confidential, proprietary and trade secret information derives independent economic value to Atlantis, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other persons who can obtain commercial or economic value from its disclosure or use, such as Grand Sierra Resort.

7. Atlantis goes to great lengths to maintain confidentiality of its proprietary and trade secret information/data related to its guests including, but not limited to, having it casino hosts sign non-compete agreements and other agreements whereby they agree to maintain such confidentiality.

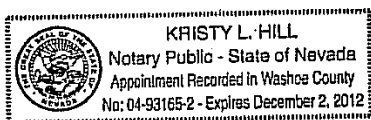
I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.



STEVE RINGKOB

State of Nevada  
County of Washoe

Subscribed and sworn to before me this  
3rd day of May, 2012.

  
NOTARY PUBLIC



# **EXHIBIT 8**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

# **EXHIBIT 8**

**AFFIDAVIT OF SUSAN MORENO**

I, Susan Moreno, being duly sworn, do hereby state as follows:

1. I am of legal age. The averments set forth in this affidavit are based on my personal knowledge of and participations in the matters recited below and, if called as a witness, I could testify competently to them. I make this affidavit in support of the Ex-Parte Motion for Temporary Restraining Order and Motion for Preliminary Injunction to which it is attached.

2. I am an Executive Casino Host for the Atlantis Casino Resort Spa ("Atlantis") and have served in that capacity for the last 13 ½ years. In that capacity, I worked with Sumona Islam when she was an Executive Casino Host for the Atlantis.

3. When Ms. Islam left the employ of the Atlantis, some of her guests were transferred to me. One such Atlantis guest that was transferred to me told me that she had received an offer from Islam at the Grand Sierra Resort despite having never played there before and never having had a club card there. See attached offer from Islam at Grand Sierra Resort which invites the guest to "make your first visit ...." More recently, this guest provided me with another invitation from the Grand Sierra Resort that was received in or about the week of April 23, 2012. See also attached invitation, redacted to protect the privacy of the guest. This guest indicated to me that she was thinking of accepting the offer of free play from the Grand Sierra Resort.

4. Another Atlantis guest assigned to me since 2003 that did not have a previous relationship with Ms. Islam informed me that he was contacted by her since her move to the Grand Sierra Resort. This guest showed me his offer from the Grand Sierra Resort offering \$550 in free slot play. He told me that prior to the solicitation he had never had

a club card at the Grand Sierra Resort, but has now signed up and accepted its offer of free play.

5. Yet another guest previously assigned to Islam that was assigned to me after her departure told me he was upset that he was receiving email solicitations from her at the Grand Sierra Resort. He was particularly concerned that his personal information was in the possession of the Grand Sierra Resort when he had not supplied it. He advised me that he had received an email solicitation from Islam that was sent to him at two email addresses, one of which was his correct email address and the other which was incorrect (likely due to Islam's false modification of personal information in the Atlantis database).

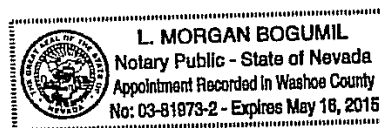
I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Susan Moreno

SUSAN MORENO

Subscribed and sworn to before me this  
3 day of May, 2012.

L. Morgan Bogumil  
NOTARY PUBLIC





Dear Kelly,

I hope this letter finds you well. I am happy to let you know I have relocated to the Grand Sierra Resort & Casino in Reno. I would like to offer you an invitation to visit me and get acquainted with this spectacular property. Our property boasts 2,000 rooms and every amenity you can imagine from fine dining to a 50 lane bowling center, movie theater, plus Funquest for the kids. There is something for everyone!

Please contact me personally to book your reservation and I will give you a complimentary three nights stay in our luxurious remodeled Summit rooms plus \$300 in free slot play or table game non negotiable chips. We give away over 1 million per month in free play to our GSReward members so as soon as you make your first visit you will see free play offers in your mailbox each month.

I look forward to hearing from you soon!

Warm Regards,

Sumona Islam  
Executive Casino Host  
Grand Sierra Resort & Casino  
Phone: 888-551-7360 x2144  
VIP Services: 888-547-2081  
Cell: 775-741-5758  
[sumona.islam@grandsierraresort.com](mailto:sumona.islam@grandsierraresort.com)

GET LUCKY AT GSR!



GRAND SIERRA  
RESORT AND CASINO

GrandSierraResort.com | (775) 788-2000 | 2500 East Second Street | Reno, NV 89595

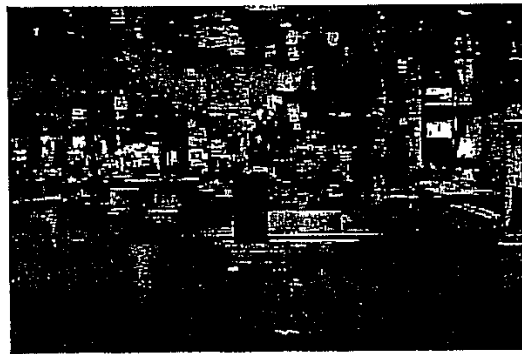


96  
Kelly



Dear Kelly,

The New Year is off to a great start for Grand Sierra Resort and Casino in Reno, Nevada. After we announced late last year that \$25 million in renovations would be made, several of the key features have begun to unveil. The first and most visible is the main entrance, which features the chandelier from the original MGM Hotel. Another exciting change, **WET**, is Reno's new premier ultra lounge and bar, located in the heart of the hotel. Reno's tequila market just got hotter with **The Cantina**, and its selection of 115 tequilas. The small Mexican plate restaurant provides an authentic and exclusive experience. It's a blast!



Grand Sierra invites you to visit our newest "STAR" - The VIP Lounge

We are happy to report that our new **VIP Lounge** is open just for you! Our Elite and Legend guests will enjoy the most beautiful VIP Lounge in Northern Nevada. Exquisite furnishings and lighting lend to a calm and quiet respite. Enjoy your favorite beverage, have a snack or order an appetizer from Charlie Palmer's restaurant before you hit the casino.

Don't miss it!

Don't wait any longer.

Come see for yourself what all the excitement is about!

Tom Flaherty  
*VP of Casino Operations*

Shelly Hadley  
*Executive Director Casino Marketing*

**GRAND SIERRA**  
RESORT AND CASINO

GrandSierraResort.com | (775) 789-2000 | 2500 East Second Street, Reno, NV 89599

# **EXHIBIT 9**

**FILED**

Electronically

05-03-2012:04:39:18 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 2930037

# **EXHIBIT 9**

### DECLARATION OF TERESA FINN

I, Teresa Finn, declare under penalty of perjury under the laws of the State of Nevada that the following to be true and correct:

1. I am of legal age. The averments set forth in this affidavit are based on my personal knowledge of and participations in the matters recited below and, if called as a witness, I could testify competently to them. I make this affidavit in support of the Ex-Parte Motion for Temporary Restraining Order and Motion for Preliminary Injunction to which it is attached.
2. I am the Human Resources Director for the Atlantis Casino Resort Spa ("Atlantis") and have served in that capacity for one year and four months. Prior to that I was the Assistant Director of Human Resources for the Atlantis for almost five years.
3. Sumona Islam was an Executive Casino Host for the Atlantis from October 2, 2008 to January 19, 2012.
4. It is standard practice in the gaming industry to have casino hosts sign a non-compete agreement.
5. On or about January 25, 2012 I had an initial conversation with Sterling Lundgren, the Human Resources Director for the Grand Sierra Resort ("GSR") to inquire whether GSR had hired Sumona Islam. During this call I informed Mr. Lundgren that Ms. Islam has signed a non-compete agreement with the Atlantis. On January 27, 2012 Mr. Lundgren called to me to let me know that Sumona Islam had been hired as a casino host. I again advised him again that she had a non-compete agreement with the Atlantis, which he acknowledged.

6. Due to the fact that I am traveling these statements are made in the form of a declaration.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

  
\_\_\_\_\_  
**TERESA FINN**



## **EXHIBIT 2**

**FILED**  
Electronically  
05-17-2012:04:59:31 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2962612

## **EXHIBIT 2**

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

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

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

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

Case No.: CV12-01171

Dept No.: B6

18 Plaintiff,

19 vs.

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

25 Defendants.

26 **PLAINTIFF'S LIST OF WITNESSES**

27 Plaintiff, GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT  
28 SPA presents its list of witnesses who will testify at the hearing on its Motion For Preliminary  
Injunction. This Witness List and accompanying Exhibit List is intended to comply and is filed  
in accordance with NRCP 16.1 as a pre-hearing disclosure regarding the evidence to be  
presented at the hearing on Plaintiff's Motion For Preliminary Injunction:

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1     **A.     WITNESSES PLAINTIFF EXPECTS TO PRESENT:**

- 2             1.     Sumona Islam  
3                     c/o Mark Wray, Esq.  
4                     Law Office of Mark Wray  
5                     608 Lander Street  
6                     Reno, NV 89509  
7                     (775) 348-8877
- 8             2.     Tom Flaherty  
9                     Vice President of Casino Operations  
10                    Grand Sierra Resort  
11                    c/o Steven B. Cohen, Esq.  
12                    Cohen/Johnson  
13                    6293 Dean Martin Drive, Ste G  
14                    Las Vegas, Nevada 89118  
15                    (702) 823-3500
- 16            3.     Sterling Lungren  
17                    Human Resources Director  
18                    Grand Sierra Resort  
19                    c/o Steven B. Cohen, Esq.  
20                    Cohen/Johnson  
21                    6293 Dean Martin Drive, Ste G  
22                    Las Vegas, Nevada 89118  
23                    (702) 823-3500
- 24            4.     Shelly Hadley  
25                    Executive Director Casino Marketing  
26                    Grand Sierra Resort  
27                    c/o Steven B. Cohen, Esq.  
28                    Cohen/Johnson  
                    6293 Dean Martin Drive, Ste G  
                    Las Vegas, Nevada 89118  
                    (702) 823-3500
5.     Steve Ringkob  
                    Director of Slot Operations  
                    Atlantis Casino Resort Spa  
                    c/o Robert A. Dotson, Esq.  
                    Laxalt & Nomura  
                    9600 Gateway Drive  
                    Reno, NV 89521  
                    (775) 322-1170

///

- 1           6.     Susan Moreno  
2                 Senior Executive Casino Host  
3                 Atlantis Casino Resort Spa  
4                 c/o Robert A. Dotson, Esq.  
5                 Laxalt & Nomura  
6                 9600 Gateway Drive  
7                 Reno, NV 89521  
8                 (775) 322-1170
- 9           7.     Teresa Finn  
10                Director of Human Resources  
11                Atlantis Casino Resort Spa  
12                c/o Robert A. Dotson, Esq.  
13                Laxalt & Nomura  
14                9600 Gateway Drive  
15                Reno, NV 89521  
16                (775) 322-1170
- 17          8.     Brandon McNeely  
18                Database Coordinator – Sales & Marketing  
19                Atlantis Casino Resort Spa  
20                c/o Robert A. Dotson, Esq.  
21                Laxalt & Nomura  
22                9600 Gateway Drive  
23                Reno, NV 89521  
24                (775) 322-1170
- 25          9.     Abraham Pearson  
26                Application Development Manager - IT  
27                Atlantis Casino Resort Spa  
28                c/o Robert A. Dotson, Esq.  
              Laxalt & Nomura  
              9600 Gateway Drive  
              Reno, NV 89521  
              (775) 322-1170

**B.     WITNESSES PLAINTIFF MAY CALL IF THE NEED ARISES:**

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

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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 this 17 day of May, 2012.

LAXALT & NOMURA, LTD.



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

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**CERTIFICATE OF SERVICE**

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

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

addressed as follows:

Steven B. Cohen, Esq.  
Cohen/Johnson  
6293 Dean Martin Drive, Ste G  
Las Vegas, NV 89118

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

[scohen@cohenjohnson.com](mailto:scohen@cohenjohnson.com)

[mwray@markwraylaw.com](mailto:mwray@markwraylaw.com)

DATED this 17 day of May, 2012.

  
L. MORGAN BOGUMIL

# **EXHIBIT 3**

**FILED**  
Electronically  
05-17-2012:04:59:31 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2962612

# **EXHIBIT 3**

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

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

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

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

Case No.: CV12-01171

Dept No.: B6

18 Plaintiff,

19 vs.

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

25 Defendants.

26 **PLAINTIFF'S LIST OF EXHIBITS**

27 Plaintiff, GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT  
28 SPA presents its list of exhibits for the hearing on its Motion For Preliminary Injunction. This  
Exhibit List and accompanying Witness List is intended to comply and is filed in accordance  
with NRCP 16.1 as a pre-hearing disclosure regarding the evidence to be presented at the  
hearing on Plaintiff's Motion For Preliminary Injunction:

///

///



- 1 Exhibit 1: Online System User Agreement, bates stamped ATL 0001 - 0004;  
2 Exhibit 2: Business Ethics Policy and Code of Conduct Acknowledgement and  
3 Conflicts of Interest Statement, bates stamped ATL 0005 - 0018;  
4 Exhibit 3: Company Policy regarding Company Property, Proprietary Information,  
5 and Trade Secrets, bates stamped ATL 0019 - 0021;  
6 Exhibit 4: Non-Compete/Non-Solicitation Agreement, bates stamped ATL 0022;  
7 Exhibit 5: April 6, 2012 letters, bates stamped ATL 0023 - 0031;  
8 Exhibit 6: April 18, 2012 letter, bates stamped ATL 0032 - 0034;  
9 Exhibit 7: Affidavit of Steve Rinkob, bates stamped ATL 0035 - 0036;  
10 Exhibit 8: Affidavit of Susan Moreno, bates stamped ATL 0037 - 0038;  
11 Exhibit 9: Declaration of Teresa Finn, bates stamped ATL 0039 - 0040;  
12 Exhibit 10: Summary of modifications to customer database by Sumona Islam in  
13 days leading up to her resignation, bates stamped ATL 0041 - 0043;  
14 Exhibit 11: Audit History, redacted to protect privacy and confidentiality of the  
15 modifications made by Ms. Islam to the customer database, bates stamped  
16 ATL 0044 - 0048;  
17 Exhibit 12: Example of GSR solicitations, bates stamped ATL 0049;  
18 Exhibit 13: Example of GSR solicitations, bates stamped ATL 0050;  
19 Exhibit 14: Example of GSR solicitations, bates stamped ATL 0051;  
20 Exhibit 15: Example of GSR solicitations, bates stamped ATL 0052;

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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 this 17 day of May, 2012.

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON, ESQ.

Nevada State Bar No. 5285

ANGELA M. BADER, ESQ.

Nevada State Bar No. 5574

9600 Gateway Drive

Reno, Nevada 89521

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

21 addressed as follows:

22 Steven B. Cohen, Esq.  
23 Cohen/Johnson  
24 6293 Dean Martin Drive, Ste G  
25 Las Vegas, NV 89118

26 Mark Wray, Esq.  
27 Law Office of Mark Wray  
28 608 Lander Street  
Reno, NV 89509

29 [scohen@cohenjohnson.com](mailto:scohen@cohenjohnson.com)

30 [mwray@markwraylaw.com](mailto:mwray@markwraylaw.com)

31 DATED this 17 day of May, 2012.

32   
33 L. MORGAN BOGUMIL

CV12-01171  
DC-990035336-030  
GOLDEN ROAD MOTOR VS SUMONA 4 Pages  
District Court 05/17/2012 05:20 PM  
Washoe County 3373  
DREDACT ACTION

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Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2962710

ROBERT A. DOTSON, ESQ.  
Nevada State Bar No. 5285  
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LAXALT & NOMURA, LTD.  
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Tel: (775) 322-1170  
Fax: (775) 322-1865  
Attorneys for Plaintiff

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

**IN AND FOR THE COUNTY OF WASHOE**

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

Case No.: CV12-01171

Dept No.: B6

Plaintiff,

vs.

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

Defendants.

**PLAINTIFF'S LIST OF EXHIBITS**

Plaintiff, GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT  
SPA presents its list of exhibits for the hearing on its Motion For Preliminary Injunction. This  
Exhibit List and accompanying Witness List is intended to comply and is filed in accordance  
with NRCP 16.1 as a pre-hearing disclosure regarding the evidence to be presented at the  
hearing on Plaintiff's Motion For Preliminary Injunction:

///

///

- 1 Exhibit 1: Online System User Agreement, bates stamped ATL 0001 - 0004;  
2 Exhibit 2: Business Ethics Policy and Code of Conduct Acknowledgement and  
3 Conflicts of Interest Statement, bates stamped ATL 0005 - 0018;  
4 Exhibit 3: Company Policy regarding Company Property, Proprietary Information,  
5 and Trade Secrets, bates stamped ATL 0019 - 0021;  
6 Exhibit 4: Non-Compete/Non-Solicitation Agreement, bates stamped ATL 0022;  
7 Exhibit 5: April 6, 2012 letters, bates stamped ATL 0023 - 0031;  
8 Exhibit 6: April 18, 2012 letter, bates stamped ATL 0032 - 0034;  
9 Exhibit 7: Affidavit of Steve Rinkob, bates stamped ATL 0035 - 0036;  
10 Exhibit 8: Affidavit of Susan Moreno, bates stamped ATL 0037 - 0038;  
11 Exhibit 9: Declaration of Teresa Finn, bates stamped ATL 0039 - 0040;  
12 Exhibit 10: Summary of modifications to customer database by Sumona Islam in  
13 days leading up to her resignation, bates stamped ATL 0041 - 0043;  
14 Exhibit 11: Audit History, redacted to protect privacy and confidentiality of the  
15 modifications made by Ms. Islam to the customer database, bates stamped  
16 ATL 0044 - 0048;  
17 Exhibit 12: Example of GSR solicitations, bates stamped ATL 0049;  
18 Exhibit 13: Example of GSR solicitations, bates stamped ATL 0050;  
19 Exhibit 14: Example of GSR solicitations, bates stamped ATL 0051;  
20 Exhibit 15: Example of GSR solicitations, bates stamped ATL 0052;

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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 this 17 day of May, 2012.

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON, ESQ.

Nevada State Bar No. 5285

ANGELA M. BADER, ESQ.

Nevada State Bar No. 5574

9600 Gateway Drive

Reno, Nevada 89521

Tel: (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

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

22 Steven B. Cohen, Esq.  
23 Cohen/Johnson  
24 6293 Dean Martin Drive, Ste G  
25 Las Vegas, NV 89118

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

26 scohen@cohenjohnson.com

mwrap@markwraylaw.com

27 DATED this 17 day of May, 2012.

28   
L. MORGAN BOGUMIL

**FILED**

Electronically  
05-31-2012:09:25:55 AM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2987152

1140  
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Attorneys for Grand Sierra Resort

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

**IN AND FOR THE COUNTY OF WASHOE**

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

Case No.: CV12-01171  
Dept. No.: 4

Plaintiff,

vs.

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

Defendants.

**ANSWER TO AMENDED COMPLAINT FOR DAMAGES**

Defendant, GRAND SIERRA RESORT ("GSR" or "Defendant"), by and through its  
counsel of record, Cohen-Johnson, LLC, hereby files its Answer to Amended Verified  
Complaint for Damages in the above-entitled matter and hereby admits, denies, avers and alleges  
as follows:

**I. PARTIES AND JURISDICTION**

1. Answering paragraphs 1, 2, 4, 5 and 6 of the Amended Verified Complaint, GSR  
is without sufficient knowledge or information to form a belief as to the truth or falsity of the  
allegations contained therein and therefore denies the same.

...



2. Answering paragraph 3 of the Amended Verified Complaint, GSR admits the allegations contained therein.

## II. GENERAL ALLEGATIONS

3. Answering paragraphs 7, 8, 9, 10, 11, 12, 13, 14 and 15 of the Amended Verified Complaint, GSR is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

4. Answering paragraph 16 of the Amended Verified Complaint, GSR admits that Atlantis sent correspondence on April 6, 2012 and that GSR sent a response on April 18, 2012. Said documents speak for themselves and therefore all other allegations contained in paragraph 16 of the Amended Verified Complaint are denied.

## III. FIRST CLAIM FOR RELIEF

### (Breach of Contract – Confidentiality Agreement as to Islam)

5. Answering paragraphs 17 and 24 of the Amended Verified Complaint, GSR repeats and realleges each and every response to the aforementioned paragraphs as though fully set forth herein.

6. Answering paragraphs 18, 19, 20, 21, 22 and 23 of the Amended Verified Complaint, GSR is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

## IV. SECOND CLAIM FOR RELIEF

### (Breach of Contract – Non-Compete Agreement as to Islam)

7. Answering paragraphs 25 and 35 of the Amended Verified Complaint, GSR repeats and realleges each and every response to the aforementioned paragraphs as though fully set forth herein.

8. Answering paragraphs 26, 27, 28, 29, 31, 32, 33 and 34 of the Amended Verified Complaint, GSR is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

9. Answering paragraph 30 of the Amended Verified Complaint, GSR admits the allegations contained therein.

1 V. THIRD CLAIM FOR RELIEF

2 (Conversion of Property as to Islam)

3 10. Answering paragraphs 36 and 43 of the Amended Verified Complaint, GSR  
4 repeats and realleges each and every response to the aforementioned paragraphs as though fully  
5 set forth herein.

6 11. Answering paragraphs 37, 38, 39, 40, 41 and 42 of the Amended Verified  
7 Complaint, GSR is without sufficient knowledge or information to form a belief as to the truth or  
8 falsity of the allegations contained therein and therefore denies the same.

9 VI. FOURTH CLAIM FOR RELIEF

10 (Tortious Interference with Contractual Relations and Prospective Economic

11 Advantage as to Islam and GSR)

12 12. Answering paragraphs 44 and 53 of the Amended Verified Complaint, GSR  
13 repeats and realleges each and every response to the aforementioned paragraphs as though fully  
14 set forth herein.

15 13. Answering paragraphs 45, 46, 47 and 48 of the Amended Verified Complaint,  
16 GSR is without sufficient knowledge or information to form a belief as to the truth or falsity of  
17 the allegations contained therein and therefore denies the same.

18 14. Answering paragraphs 49, 50, 51 and 52 of the Amended Verified Complaint,  
19 GSR denies the allegations contained therein.

20 VII. FIFTH CLAIM FOR RELIEF

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

22 15. Answering paragraphs 54 and 62 of the Amended Verified Complaint, GSR  
23 repeats and realleges each and every response to the aforementioned paragraphs as though fully  
24 set forth herein.

25 16. Answering paragraphs 55, 56 and 57 of the Amended Verified Complaint, GSR is  
26 without sufficient knowledge or information to form a belief as to the truth or falsity of the  
27 allegations contained therein and therefore denies the same.

28 ...

17. Answering paragraphs 58, 59, 60 and 61 of the Amended Verified Complaint, GSR denies the allegations contained therein.

**VIII. SIXTH CLAIM FOR RELIEF**

**(Declaratory Relief as to Islam and GSR)**

18. Answering paragraphs 63 and 68 of the Amended Verified Complaint, GSR repeats and realleges each and every response to the aforementioned paragraphs as though fully set forth herein.

19. Answering paragraph 64 of the Amended Verified Complaint, GSR admits the allegations contained therein.

20. Answering paragraphs 65 and 67 of the Amended Verified Complaint, GSR denies the allegations contained therein.

21. Answering paragraph 66 of the Amended Verified Complaint, GSR admits that the Court has the power and authority to declare rights and obligations of these parties in connection with the various contracts and the applicable Nevada statutes and laws but denies all remaining allegations contained therein.

**IX. SEVENTH CLAIM FOR RELIEF**

**(Injunctive Relief as to Islam and GSR)**

22. Answering paragraphs 69 and 80 of the Amended Verified Complaint, GSR repeats and realleges each and every response to the aforementioned paragraphs as though fully set forth herein.

23. Answering paragraphs 70, 71, 72, 73, 74, 75, 76 and 77 of the Amended Verified Complaint, GSR is without sufficient knowledge or information to form a belief as to the truth or falsity of the allegations contained therein and therefore denies the same.

24. Answering paragraphs 78 and 79 of the Amended Verified Complaint, GSR denies the allegations contained therein.

...

...

...

**FIRST AFFIRMATIVE DEFENSE**

Plaintiff has engaged in conduct which constitutes a waiver of rights under the contracts alleged in the Verified Complaint. By reason of such waiver, Defendants are excused from further performance of the obligations under the alleged contract and indemnification, if any.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiff's causes of action are barred by the doctrines of laches and waiver.

**THIRD AFFIRMATIVE DEFENSE**

The Amended Verified Complaint, and each and every alleged cause of action contained therein, fails to state a cause of action.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff has unclean hands and are not entitled to the relief requested herein.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff has not exhausted all available remedies prior to filing this suit.

**SIXTH AFFIRMATIVE DEFENSE**

This answering Defendant is informed, believes and thereon alleges that any and all contracts to which Plaintiffs and Defendants were parties were breach by Plaintiff and therefore Defendants were excused from performance thereon.

**SEVENTH AFFIRMATIVE DEFENSE**

This answering Defendant is informed, believes and thereon alleges that any contract, obligation or agreement alleged in the Amended Verified Complaint as having been entered into, that any duty of performance by Defendants is excused by respon of failure of consideration, breach of condition precedent, and possibility of purpose or waiver by Plaintiff and/or acceptance by Plaintiff.

**EIGHTH AFFIRMATIVE DEFENSE**

This answering Defendant is informed, believes and thereon alleges that any contract, obligation or agreement alleged in the Amended Verified Complaint is adhesive in nature and against public policy and therefore void, voidable or unenforceable.

...

NINTH AFFIRMATIVE DEFENSE

Defendant incorporates by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further investigation or discovery reveals the applicability of such defenses, Defendants reserve the right to seek leave of Court to amend this answer to specifically assert any such defense. Such defenses are herein incorporated by reference for the specific purpose of not waiving any such defense.

Dated this 30th day of May, 2012.

COHEN-JOHNSON, LLC.

By: /s/ H. Stan Johnson  
H. Stan Johnson, Esq.  
Nevada Bar No. 00265  
Brian A. Morris, Esq.  
Nevada Bar No. 11217  
6293 Dean Martin Drive, Suite G  
Las Vegas, Nevada 89118  
Attorneys for Grand Sierra Resort

COHEN-JOHNSON, LLC  
6293 Dean Martin Drive, Suite G  
Las Vegas, Nevada 89118  
(702) 823-3500 FAX: (702) 823-3400

CERTIFICATE OF MAILING

I hereby certify that on the 30th day of May, 2012, I served a copy of the foregoing  
**ANSWER TO AMENDED VERIFIED COMPLAINT FOR DAMAGES** upon each of the  
parties by depositing a copy of the same in a sealed envelope in the United States Mail, Las  
Vegas, Nevada, First-Class Postage fully prepaid, and addressed to:

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

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

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

  
Ciara Giess, an employee of Cohen-Johnson, LLC

1 **1140**  
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. B1

18 SUMONA ISLAM, an individual;  
19 NAV-RENO-GS, 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 **DEFENDANT ISLAM'S ANSWER TO PLAINTIFF GOLDEN ROAD'S**  
28 **AMENDED VERIFIED COMPLAINT FOR DAMAGES**

1 COMES NOW Defendant Sumona Islam, by her undersigned counsel, and for her  
2 Answer to Plaintiff Golden Road's Amended Verified Complaint for Damages filed May  
3 7, 2012, admits, denies, and alleges as follows:

4 1. Lacks knowledge or information sufficient to form a belief as to the truth of  
5 the allegations of paragraphs 1, 3, 7, 14 and 16, and basing her denial thereon, denies  
6 each and every allegation contained therein.

7 2. Denies the allegations of paragraphs 4, 5, 6, 13, 15, 17, 21, 22, 23, 24, 25,  
8 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49,  
9 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73,  
10 74, 75, 76, 78, 79, and 80.

11 3. Admits the allegations of paragraph 2, 12 and 13, and admits the mere  
12 execution of the agreements alleged in paragraphs 8, 9, 10, 11, 18, 19 and 20, denies any  
13 allegation or innuendo that the documents are enforceable by Plaintiff according to their  
14 terms, and denies each and every other allegation contained therein.

15 As and for separate and affirmative defenses, this responding party alleges:

16 FIRST AFFIRMATIVE DEFENSE

17 Each purported claim for relief fails to state a claim for which the Court may grant  
18 relief.

19 SECOND AFFIRMATIVE DEFENSE

20 Plaintiff committed the first material breach of its obligations owed to this  
21 responding party and therefore each purported claim for relief is barred as a matter of  
22 law.

23 THIRD AFFIRMATIVE DEFENSE

24 Each purported claim for relief is barred by the failure to satisfy express or implied  
25 conditions.

26 FOURTH AFFIRMATIVE DEFENSE

27 Each purported claim for relief is barred by Plaintiff's failure, without justification  
28 or excuse, to perform each alleged contract on which Plaintiff's alleged claims are based.



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FIFTH AFFIRMATIVE DEFENSE

Each purported claim for relief, including, but not limited to, Plaintiff's alleged claims for equitable relief, is barred by Plaintiff's failure to act equitably.

SIXTH AFFIRMATIVE DEFENSE

Each purported claim for relief is barred by Plaintiff's unclean hands.

SEVENTH AFFIRMATIVE DEFENSE

Each purported claim for relief is barred by estoppel.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's own acts and omissions are the direct and proximate cause of Plaintiff's alleged injuries and damages, if any.

NINTH AFFIRMATIVE DEFENSE

This responding party at all times acted in reliance on a good faith belief that her conduct was justified or in accordance with applicable law.

TENTH AFFIRMATIVE DEFENSE

Each purported claim for relief is barred by defenses to formation of a valid contract, including, but not limited to, coercion, duress, invalid consideration or lack thereof, illegality, unconscionability and adhesion.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff failed to mitigate its alleged damages, if any.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's alleged damages, if any, were the direct and proximate cause of acts and omissions by third parties other than this responding party.

THIRTEENTH AFFIRMATIVE DEFENSE

This responding party is entitled to an offset against any sums allegedly due to Plaintiff.

FOURTEENTH AFFIRMATIVE DEFENSE

Each purported claim for relief is barred by Plaintiff's breach of the implied covenant of good faith and fair dealing.

1 FIFTEENTH AFFIRMATIVE DEFENSE

2 Each purported claim for relief is barred by Plaintiff's negligent misrepresentation.

3 SIXTEENTH AFFIRMATIVE DEFENSE

4 Each of Plaintiff's claims fails in that Plaintiff has no proprietary or enforceable  
5 right in the data or information that is the subject of the alleged contracts.

6 SEVENTEENTH AFFIRMATIVE DEFENSE

7 Plaintiff's conduct constitutes a waiver and ratification of the alleged wrongful  
8 conduct, if any, alleged against this responding party.

9 EIGHTEENTH AFFIRMATIVE DEFENSE

10 Each purported claim for relief is barred to the extent it violates this responding  
11 party's rights under the Constitutions of the United States and State of Nevada.

12 NINETEENTH AFFIRMATIVE DEFENSE

13 Each purported claim for relief should be precluded as violating the public policy  
14 of the State of Nevada.

15 WHEREFORE, this responding party prays:

- 16 1. That Plaintiff take nothing by way of its Complaint;  
17 2. For judgment in favor of this responding party;  
18 3. For reasonable attorneys fees;  
19 4. For costs of suit; and  
20 5. For all other appropriate relief.

21  
22 DATED: June 1, 2012 LAW OFFICES OF MARK WRAY

23  
24 By: Mark Wray  
25 MARK WRAY  
26 Attorney for Defendant SUMONA ISLAM  
27  
28

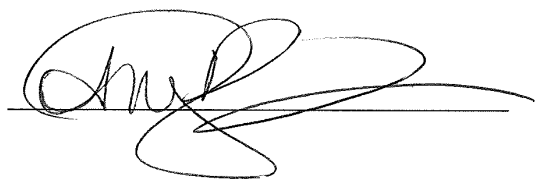
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CERTIFICATE OF SERVICE

The undersigned employee of the Law Offices of Mark Wray certifies that a true copy of the foregoing document was sealed in an envelope with first class postage prepaid thereon and deposited in the U.S. Mail at Reno, Nevada on June 1, 2012 addressed as follows:

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

Steven B. Cohen  
Stan Johnson  
Cohen/Johnson  
6293 Dean Martin Drive, Ste G  
Las Vegas, Nevada 89118

A handwritten signature in black ink, appearing to read 'Mark Wray', is written over a horizontal line.

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

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

Appellant/Cross-Respondent,  
vs.

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

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

Respondent.

SUMONA ISLAM, an individual,  
Appellant

vs.

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

Respondent.

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

Appellant/Cross-Respondent,  
vs.

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

Respondent/Cross-Appellant.

Electronically Filed  
Sep 02 2014 04:31 p.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

Case No.: 64349

Case No.: 64452

Case No.: 65497

**JOINT APPENDIX  
VOLUME I**

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8 Attorneys for  
Atlantis Casino Resort Spa

9  
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14 Attorneys for Sumona Islam

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Attorneys for Grand Sierra Resort

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5	Order Granting Golden Road Motor Inn, Inc.'s Motion 6 For Temporary Restraining Order Against Defendant 7 Sumona Islam and Agreement Between Defendant 8 Nav-Reno-GS, LLC dba Grand Sierra Resort and 9 Golden Road Motor Inn, Inc. (07-05-12) .....	App. 0280-0283
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**VOLUME IV – FILED UNDER SEAL**

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

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

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2 Defendant Sumona Islam's  
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3 **VOLUME VI – FILED UNDER SEAL**

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

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

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10 Islam's Motion to Retax Costs (08-19-13) .....App. 1213-1219

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

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

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

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

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

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

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23 Attorney's Fees and Costs (09-03-13) .....App. 1319-1382

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5	Notice of Entry of Findings of Fact and Conclusions of Law and Order (10-01-13) .....	App. 1566-1586
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8	Islam's Objection to Submission of Atlantis Attorneys Fees Records For In Camera Review Only (10-02-13).....	App. 1599-1602
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11	Reply to Plaintiff's Objection to Defendant GSR's Memmorandum (sic) of Costs (10-09-13).....	App. 1611-1624
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19	Notice of Submission of Documents In Camera in Support of Defendant GSR's Motion for Award of Attorney's Fees and Costs (10-19-13).....	App. 1771-1773
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22	Islam's Response to Grand Sierra's Motion for Attorneys Fees (11-01-13) .....	App. 1813-1817
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## **VOLUME IX – FILED UNDER SEAL**

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

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27	Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Motion For Award of Attorney's Fees and Costs (11-04-13).....	App. 1832-1906
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1	Plaintiff's Motion to Stay Enforcement of Judgment and For Injunction Pending Appeal (11-04-13) .....	App. 1907-2009
2	Order [for GSR to resubmit invoices] (11-06-13) .....	App. 2010-2012
3	Notice of Appeal [Islam] (11-08-13) .....	App. 2013-2016
4	Order [awarding attorney's fees and costs] (11-08-13) .....	App. 2017-2022
5	Defendant Sumona Islam's Motion For Order to File Attorneys Fees Records of Atlantis in the Official Court Record (11-13-13) .....	App. 2023-2028
6	Amended Notice of Appeal [Islam] (11-15-13) .....	App. 2029-2032
7	<b><u>VOLUME X – FILED UNDER SEAL</u></b>	
8	<b>This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).</b>	
9	GSR's Opposition to Plaintiff's Motion to Stay Enforcement of Judgment and For Injunction Pending Appeal (11-20-13) .....	App. 2033-2088
10	Plaintiff's Motion For Clarification of Order Regarding Attorney's Fees and Costs (11-21-13) .....	App. 2089-2092
11	Islam's Opposition to Atlantis Motion For Stay and Injunction on Appeal, and Alternatively, Cross-Motion For Stay on Appeal Upon Posting of Nominal Bond (11-21-13) .....	App. 2093-2097
12	Plaintiff's Response to Islam's Motion For Order to File Attorneys Fees Records of Atlantis in The Official Court Record (11-21-13) .....	App. 2098-2102
13	Reply in Support of Plaintiff's Motion to Stay Enforcement of Judgment and For Injunction Pending Appeal and Response to Islam's Cross- Motion For Stay on Appeal (11-27-13) .....	App. 2103-2110
14	Reply in Support of Defendant Sumona Islam's Motion For Order to File Attorneys Fees Records of Atlantis in The Official Court Record (11-30-13) .....	App. 2111-2116
15	Islam's Opposition to The Atlantis Motion For Clarification of Order Regarding Attorneys Fees and Costs (12-04-13) .....	App. 2117-2120
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2	Order [denying Islam's Motion to File Attorney's Fees Records of Atlantis in the Official Court Record] (12-24-13) .....	App. 2129-2131
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4	Notice of Entry of Orders (12-26-13).....	App. 2132-2143
5	Order [granting Plaintiff's Motion for Clarification] (01-03-14) .....	App. 2144-2146
6		
7	Renewed Motion For Award of Attorney's Fees and Costs to Defendant GSR Pursuant to NRS 600A.060, NRCP 68 and NRS 17.115 (01-21-14).....	App. 2147-2171
8		
9	Affidavit of Counsel in Support of Renewed Motion For Award of Attorney's Fees to Defendant GSR Pursuant to NRS 600A.060, NRCP 68 and NRS 17.115 (01-21-14).....	App. 2172-2186
10		
11	Plaintiff's Opposition to GSR's Renewed Motion For Award of Attorney's Fees and Costs (02-06-14).....	App. 2187-2202
12		
13	Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Renewed Motion For Award of Attorney's Fees and Costs (02-06-14) .....	App. 2203-2277
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17		
18	First Amended Order [awarding attorney's fees and costs] (03-10-14) .....	App. 2296-2301
19	Notice of Entry of First Amended Order (03-13-14) .....	App. 2302-2312
20	Order [awarding GSR attorney's fees] (03-14-14).....	App. 2313-2319
21	Notice of Entry of Order (04-11-14) .....	App. 2320-2331
22	Notice of Appeal [GSR] (04-14-14) .....	App. 2332-2356
23	Amended Notice of Appeal [Atlantis] (04-21-14) .....	App. 2357-2373
24	Amended Notice of Appeal [GSR] (05-05-14) .....	App. 2374-2398
25	Amended Notice of Appeal [GSR] (05-08-14) .....	App. 2399-2436

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**VOLUME XII – FILED UNDER SEAL**

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

Transcript of Proceedings

Trial Day 1 (07-01-13)

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

Opening Statements

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

**VOLUME XIII – FILED UNDER SEAL**

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

Transcript of Proceedings

Trial Day 2 (07-02-13)

Witness: Frank DeCarlo .....App. 2655-2904

**VOLUME XIV – FILED UNDER SEAL**

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

Transcript of Proceedings

Trial Day 3 (07-03-13)

Witness: Sumona Islam .....App. 2905-3020

**VOLUME XV – FILED UNDER SEAL**

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

Transcript of Proceedings

Trial Day 4 (07-08-13)

Witness: Sumona Islam .....App. 3021-3238

**VOLUME XVI – FILED UNDER SEAL**

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

Transcript of Proceedings

Trial Day 5 (07-09-13)

Witnesses: Sumona Islam and Shelly Hadley .....App. 3239-3369

Transcript of Proceedings

Trial Day 5 (07-09-13)

Witnesses: Sterling Lundgren and Robert Woods .....App. 3370-3444

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**VOLUME XVII – FILED UNDER SEAL**

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Transcript of Proceedings

Trial Day 6 (07-10-13)

Witness: Susan Moreno .....App. 3445-3490

Transcript of Proceedings

Trial Day 6 (07-10-13)

Witnesses: Donna Nunez and Tom Flaherty .....App. 3491-3558

Transcript of Proceedings

Trial Day 6 (07-10-13)

Witness: Lilia Santos .....App. 3559-3610

**VOLUME XVIII – FILED UNDER SEAL**

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

Transcript of Proceedings

Trial Day 7 (07-11-13)

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

Transcript of Proceedings

Trial Day 8 (07-12-13)

Witness: Christian Ambrose .....App. 3785-3851

**VOLUME XIX – FILED UNDER SEAL**

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

Transcript of Proceedings

Trial Day 8 (07-12-13)

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

Transcript of Proceedings

Trial Day 9 (07-16-13)

Witness: Debra Robinson .....App. 3951-4055

**VOLUME XX – FILED UNDER SEAL**

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

Transcript of Proceedings

Trial Day 10 (07-17-13)

Dotson Closing Argument .....App. 4056-4116

Transcript of Proceedings

Trial Day 10 (07-17-13)

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

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

3 Transcript of Proceedings  
Trial Day 11 (07-18-13)  
4 Dotson Second Closing Argument .....App. 4206-4238

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

**VOLUME XXI –FILED UNDER SEAL**

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

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

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

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

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

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

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

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

25 Trial Exhibit 8  
Audit History (redacted) of the modifications  
26 made by Ms. Islam to the customer database  
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1	Trial Exhibit 9	
2	Audit History (unredacted) of the modifications	
3	made by Ms. Islam to the customer database	
4	(ATL 0044a – 0048a) .....	App. 4324-4329
5	Trial Exhibit 10	
6	Example of GSR solicitations	
7	(ATL 0049) .....	App. 4330-4331
8	Trial Exhibit 11	
9	Example of GSR solicitations	
10	(ATL 0050) .....	App. 4332-4333
11	Trial Exhibit 12	
12	Example of GSR solicitations	
13	(ATL 0051) .....	App.4334-4335
14	Trial Exhibit 13	
15	Example of GSR solicitations	
16	(ATL 0052) .....	App. 4336-4337
17	Trial Exhibit 14	
18	Offer letter and draft offer letter	
19	(GSR 00026 - 00027 and GSR 0007 - 0008) .....	App. 4338-4342
20	Trial Exhibit 15	
21	GSR Confidentiality and Non-Disclosure Agreement	
22	(GSR 00004) .....	App. 4343-4344
23	Trial Exhibit 16	
24	GSR Database Agreement	
25	(GSR 00005) .....	App. 4345-4346
26	Trial Exhibit 17	
27	Remainder of employment file of Sumona Islam	
28	(GSR 00001 – 00003, 00006,	
	00009 – 00025, 00028 - 00029).....	App. 4347-4370
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	Trial Exhibit 20	
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	(ATL 0284 – 0285).....	App. 4390-4392
	Trial Exhibit 21	
	Atlantis’ job description for Concierge Manager	
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1	Trial Exhibit 22	
2	Emails to / from Rackenberg/ DeCarlo	
	(ATL 0592).....	App. 4395-4396
3	Trial Exhibit 23	
4	Email regarding the hiring of Sumona Islam	
	(ATL 0210).....	App. 4397-4398
5	Trial Exhibit 24	
6	Frank DeCarlo's sent email	
	(ATL 0564).....	App. 4399-4400
7	Trial Exhibit 25	
8	Frank DeCarlo's sent email	
	(ATL 0492).....	App. 4401-4402
9	Trial Exhibit 26	
10	Frank DeCarlo's deleted email	
	(ATL 0321).....	App. 4403-4404
11	Trial Exhibit 27	
12	Frank DeCarlo's sent email	
	(ATL 0462).....	App. 4405-4406
13	Trial Exhibit 28	
14	Frank DeCarlo's deleted email	
	(ATL 0298).....	App. 4407-4408
15	Trial Exhibit 29	
16	Frank DeCarlo's deleted email	
	(ATL 0347).....	App. 4409-4410
17	Trial Exhibit 30	
18	Frank DeCarlo's deleted email	
	(ATL 0339).....	App. 4411-4412
19	Trial Exhibit 31	
20	GSR Rated Players of Sumona Islam prepared by The	
21	Financial Planning and Analysis Group and GSR Guest	
	Reports regarding Sumona Islam	
	(ATL 1001 – 1004).....	App. 4413-4417
22	Trial Exhibit 32	
	Expert report and CV of Jeremy A. Aguero.....	App. 4418-4450
23	Trial Exhibit 33	
24	Spreadsheet for offer dated April 1-23	
	(GSR-AMBROSE 0052-0061).....	App. 4451-4461
25	Trial Exhibit 34	
26	Spreadsheet for offer dated April 24-May 23	
	(GSR-AMBROSE 0001-0015).....	App. 4462-4477
27	///	
28	///	

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

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

1 Trial Exhibit 60  
Resume of Brandon C. McNeely  
(ATL 0992 – 0994) .....App. 4900-4903

2 Trial Exhibit 61  
3 Atlantis Customer Lifetime Value calculations  
and Harvard Business Review case study  
4 (ATL 0973 – 0990) .....App. 4904-4922

5 Trial Exhibit 62  
Black’s Law Dictionary and Webster’s  
6 Dictionary definition of “sabotage”  
(ATL 0995 – 1000) .....App. 4923-4929

7 Trial Exhibit 63  
8 Guest contact list prepared by Frank DeCarlo  
at the direction of Debra Robinson  
9 (ATL 1609) .....App. 4930-4931

10 Trial Exhibit 64  
Email string dated 4/5/12 regarding guest Arsenault  
11 (ATL 1617 – 1618) .....App. 4932-4934

12 Trial Exhibit 65  
Email string dated 4/10/12 regarding guest Davidson  
13 (ATL 1619 – 1620) .....App. 4935-4937

14 Trial Exhibit 66  
Email dated 4/17/12 regarding guest Scheider  
15 (ATL 1621) .....App. 4938-4939

16 Trial Exhibit 67  
Portions of David Law’s personnel file,  
17 redacted as to Social Security number  
(ATL 1667 – 1681) .....App. 4940-4955

18 Trial Exhibit 68  
Portions of Lilia Santos’ personnel file,  
19 redacted as to Social Security number  
20 (ATL 1682 – 1695) .....App. 4956-4970

21 **VOLUME XXIV – FILED UNDER SEAL**

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

24 Trial Exhibit 69  
Concierge Desk Schedules  
25 (ATL 1740 – 1766) .....App. 4971-4998

26 Trial Exhibit 70  
Emails regarding Ramon Mondragon  
27 (ATL 1776 – 1785) .....App. 4999-5009

28 ///

1 Trial Exhibit 71  
IT Help Desk Notes for Frank DeCarlo's email  
(ATL 1786 – 1798).....App. 5010-5023

2 Trial Exhibit 72  
3 Internet Authorization Form signed by Sumona Islam  
(ATL 0152).....App. 5024-5025

4 Trial Exhibit 73  
5 Transcript of May 3, 2012 GSR Investigatory Interview  
Recording with Sumona Islam  
6 (GSR02130 – GSR02133).....App. 5026-5030

7 Trial Exhibit 74  
Demonstrative exhibit  
8 List of emails prepared by Mark Wray  
(Deposition Exhibit 53) .....App. 5031-5036

9 Trial Exhibit 75  
10 Islam's Book of Trade produced to Atlantis  
with notes from Atlantis  
11 (ATL 0213 – 0265).....App. 5037-5090

12 Trial Exhibit 76  
Sumona Islam's Hallmark card .....App. 5091-5092

13 Trial Exhibit 77  
14 Compilation of GSR/Islam  
Emails in chronological order.....App. 5093-5220

15 **VOLUME XXV – FILED UNDER SEAL**

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

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

20 Trial Exhibit 78  
Additional signature pages to Trade Secret  
21 Agreement and Business Ethics policy  
and Code of Conduct Agreement  
22 (ATL 0100 - 0101, 0103, 0128 - 0130).....App. 5429-5435

23 Trial Exhibit 80  
Full handwritten client list produced by Islam  
24 (ISLAM 1- 276).....App. 5436-5470

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**VOLUME XXVI – FILED UNDER SEAL**

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

[Continued] Trial Exhibit 80

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

Trial Exhibit 81

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

**VOLUME XXVII – FILED UNDER SEAL**

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

Trial Exhibit 82

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

Trial Exhibit 83

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

**VOLUME XXVIII – FILED UNDER SEAL**

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

[Continued] Trial Exhibit 83

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

Trial Exhibit 84

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

Trial Exhibit 85

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

**FILED**

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Joey Orduna Hastings

Clerk of the Court

Transaction # 2918916

1 \$1425  
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13 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B6

14 Plaintiff,

15 vs.

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

22 Defendants.

23 **VERIFIED COMPLAINT FOR DAMAGES**

24 **Business Court Requested**

25 Plaintiff GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT  
26 SPA ("PLAINTIFF" or "ATLANTIS"), by and through its counsel of record, Laxalt & Nomura,  
27 Ltd., alleges the following complaint against Defendants SUMONA ISLAM ("ISLAM") and  
28 GSR, ENTERPRISES, LLC d/b/a GRAND SIERRA RESORT ("GSR"), as follows:

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**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 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 Complaint, as well as each and every allegation contained in  
24 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  
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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.

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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 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.



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 Complaint, as well as each and every allegation contained in  
28 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.

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61. 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.

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

## VIII.

### **SIXTH CLAIM FOR RELIEF**

**(Declaratory Relief as to Islam and GSR)**

63. ATLANTIS repeats, realleges and incorporates herein each and every allegation set forth in paragraphs 1-62 of its Complaint, as well as each and every allegation contained in every other Claim for Relief, as if fully set forth herein.

64. NRS 30.030 *et seq.*, among other things authorizes the Courts of this State to declare the rights, status, validity and other legal relations of and between persons as they may be affected by a contract, statute or deed.

65. Plaintiff herein asserts that the aforementioned agreements are valid contracts that the respective Defendants have breached as alleged above and that Defendants have violated NRS 600A.010 *et. seq.* also as alleged above.

66. Accordingly, this Court has the power and authority to declare the rights and obligations of these parties in connection with the various contracts and the applicable Nevada statute and laws. Specifically, and without limitation, this Court can and should declare that the aforementioned agreements are valid contracts that have been respectively breached by Defendants and that Defendants have violated the Uniform Trade Secrets Act at NRS 600A.010 *et. seq.* entitling Plaintiff to immediate injunctive relief and damages.

67. 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.

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

1 IX.

2 **SEVENTH CLAIM FOR RELIEF**

3 **(Injunctive Relief as to Islam and GSR)**

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

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

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

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

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

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

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

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

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

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

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

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

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**X.**

**PRAYER FOR RELIEF**

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

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

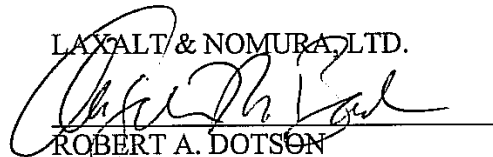
1. General damages in excess of \$10,000;
2. Special damages in excess of \$10,000;
3. Punitive or exemplary damages in an amount in excess of \$10,000;
4. For a temporary restraining order;
5. For declaratory and permanent injunctive relief;
6. For pre and post-judgment interest;
7. For reasonable attorney's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

**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 27th day of April, 2012.

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON

Nevada State Bar No. 5285

ANGELA M. BADER

Nevada State Bar No. 5574

9600 Gateway Drive

Reno, Nevada 89521

(775) 322-1170

Attorneys for Plaintiff

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**VERIFICATION**

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF WASHOE    )

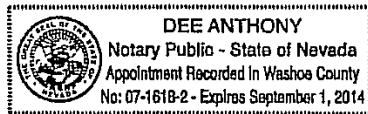
Debra Robinson does hereby swear under penalty of perjury that the assertions are true:

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  
27<sup>th</sup> day of April, 2012.

  
NOTARY PUBLIC



**FILED**

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Joey Orduna Hastings

Clerk of the Court

Transaction # 2930037

1 1670  
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13 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B6

14 Plaintiff,

15 vs.

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

22 Defendants.

23 **EX-PARTE MOTION FOR TEMPORARY RESTRAINING**  
24 **ORDER AND MOTION FOR PRELIMINARY INJUNCTION**

25 Plaintiff GOLDEN ROAD MOTOR INN, INC., a Nevada corporation d/b/a ATLANTIS  
26 CASINO RESORT SPA ("ATLANTIS"), by and through its attorneys, Laxalt & Nomura, Ltd.,  
27 moves this Court for a Temporary Restraining Order ("TRO") and, thereafter, a Preliminary  
28 Injunction against Defendants SUMONA ISLAM ("ISLAM") and GSR ENTERPRISES, LLC  
d/b/a GRAND SIERRA RESORT ("GSR").

1 Specifically, ATLANTIS moves this Court for a TRO and thereafter a Preliminary  
2 Injunction enjoining GSR, including any subsidiary, affiliates or affiliated agents, employees or  
3 operating companies, from: 1) employing ISLAM and receiving and utilizing information  
4 obtained from her in violation of four agreements with the ATLANTIS (the Non-Compete  
5 Agreement, the Business Ethics Policy and Code of Conduct Acknowledgment and Conflicts of  
6 Interest Statement, the Online System User Agreement and the Company Policy regarding  
7 Company Property, Proprietary Information, and Trade Secrets<sup>1</sup>); 2) contacting any persons or  
8 prospective customers, the identification of which has become known to the GSR as a  
9 consequence of ISLAM's actions including, but not limited to, any customer lists, customer  
10 information, or data which has been shared or disseminated by ISLAM with or to GSR; 3)  
11 requiring it to immediately return to ATLANTIS any confidential, proprietary, trade secret  
12 information/data of ATLANTIS supplied to it by ISLAM and purge same from its files; and 4)  
13 any other order which this Court deems appropriate and necessary to prevent further  
14 misappropriation by GSR, its agents, employees or affiliated persons or entities, of the trade  
15 secrets of the ATLANTIS as defined by Nevada law.

16 ATLANTIS further moves this Court for a TRO and thereafter a Preliminary Injunction  
17 enjoining ISLAM and any affiliated person or entity from: 1) further breaching the agreements  
18 between ISLAM and ATLANTIS; 2) from utilizing the confidential and proprietary information  
19 and trade secret data of the ATLANTIS including, but not limited to, its customer information  
20 and customer lists or any associated data; 3) contacting or soliciting the customers of  
21 ATLANTIS; 4) requiring her to immediately return to ATLANTIS any confidential, proprietary,  
22 trade secret information/data of ATLANTIS and further purge same from her files; and 5) any  
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28 <sup>1</sup> All of these agreements were executed by ISLAM in favor of the ATLANTIS where ISLAM promised to protect said trade secrets of the ATLANTIS and where the use of such trade secrets is an independent violation of Nevada law.

1 other order which this Court deems appropriate and necessary to prevent further  
2 misappropriation by ISLAM of the trade secrets of the ATLANTIS as defined by Nevada law.

3 These motions are made on the grounds that ISLAM and GSR, in violation of the  
4 contractual obligations of ISLAM and the legal obligations of GSR, have misappropriated the  
5 information and trade secrets of the ATLANTIS and ISLAM is in continuing violation of her  
6 non-compete and other contracts with ATLANTIS.

7  
8 These motions are made and based on NRCP 65, NRS 600A.040, the Verified Complaint  
9 for Damages on file and incorporated herein, the attached Memorandum of Points and  
10 Authorities and Exhibits, Affidavits and Declarations thereto as well as the arguments and  
11 evidence to be presented at any hearing convened to consider these motions.

12 LAXALT & NOMURA, LTD.

13   
14 ROBERT A. DOTSON  
15 Nevada State Bar No. 5285  
16 ANGELA M. BADER  
17 Nevada State Bar No. 5574  
18 9600 Gateway Drive  
19 Reno, Nevada 89521  
20 (775) 322-1170  
21 Attorneys for Plaintiff

## 22 MEMORANDUM POINTS AND AUTHORITIES

### 23 I.

#### 24 STATEMENT OF FACTS

25 The Court may find the following verified facts to be of assistance to it in considering  
26 these motions:

- 27 1. ATLANTIS hired ISLAM on or about April 16, 2008 as a Concierge Manager;  
28 she was transferred to Executive Casino Host on October 2, 2008.<sup>2</sup>

<sup>2</sup> See Declaration of Teresa Finn.

1           2.       On April 15, 2008, prior to commencing her employment with ATLANTIS,  
2 ISLAM executed the ATLANTIS Online System User Agreement ("Online System User  
3 Agreement"), a copy of which is attached hereto as Exhibit 1. Pursuant to the terms of the  
4 Online System User Agreement, ISLAM, among other things, agreed that all information on  
5 ATLANTIS' online system, including but not limited to, communications created, sent and  
6 received using ATLANTIS' online systems was the property of ATLANTIS, and agreed to  
7 maintain confidentiality of the proprietary information / trade secrets of the ATLANTIS  
8 including, but not limited to, guests or perspective guests of the ATLANTIS.

9           3.       On April 15, 2008, prior to commencing her employment with ATLANTIS,  
10 ISLAM also executed an agreement with the ATLANTIS concerning its Business Ethics Policy  
11 and Code of Conduct Acknowledgement and Conflicts of Interest Statement, a copy of which is  
12 attached hereto as Exhibit 2. This agreement ("Business Ethics Policy and Code of Conduct  
13 Agreement"), including any updates, was again signed by ISLAM on January 23, 2009, February  
14 26, 2010 and January 19, 2011. Pursuant to the terms of the Business Ethics Policy and Code of  
15 Conduct Agreement, ISLAM agreed not to disclose confidential information including customer  
16 lists or customer information (such as player tracking or club information) to any unauthorized  
17 persons, either during or after her termination and not to take any documents or records  
18 belonging to ATLANTIS after her departure. She also agreed not to profit from confidential  
19 information of the ATLANTIS.

20           4.       On April 15, 2008, prior to commencing her employment with ATLANTIS,  
21 ISLAM also executed the ATLANTIS Company Policy regarding Company Property,  
22 Proprietary Information, and Trade Secrets (hereinafter referred to as "Trade Secret  
23 Agreement"), a copy of which is attached hereto as Exhibit 3. This agreement, including any  
24 updates, was again signed by ISLAM on January 23, 2009, February 26, 2010 and January 19,  
25 2011. Pursuant to the terms of the Trade Secret Agreement, ISLAM agreed, among other things,  
26 that all ATLANTIS property including intellectual property such as hotel or casino  
27 customer/guest lists with facts about those customers' preferences, histories and other personal  
28 or business information, was to remain with the ATLANTIS both during and after her term of



1 employment. ISLAM also agreed that any knowledge of ATLANTIS' intellectual property had  
2 by her must not be used or disseminated to any other person or entity for any purpose. Finally,  
3 ISLAM also agreed not to use or disseminate any ATLANTIS property, tangible, intellectual or  
4 otherwise, in any way that may potentially benefit any person or entity other than ATLANTIS.

5         5. On February 26, 2010, ISLAM signed a Non-Compete/Non-Solicitation  
6 Agreement with the ATLANTIS ("Non-Compete Agreement"), a copy of which is attached  
7 hereto as Exhibit 4. Pursuant to the terms of the Non-Compete Agreement, ISLAM agreed that  
8 she would not, without the prior written consent of the ATLANTIS, be employed by, in any way  
9 affiliated with, or provide services to any gaming business or enterprises located within 150  
10 miles of ATLANTIS for a period of one year after the date that the employment relationship  
11 between she and the ATLANTIS ended. ISLAM also agreed that the Non-Compete Agreement  
12 was the minimum necessary to protect the ATLANTIS in the use and enjoyment of the  
13 confidential information and good will of the business of the ATLANTIS. ISLAM further  
14 agreed that damages cannot fully and adequately compensate ATLANTIS in the event of a  
15 breach or violation and that, without limiting the right of ATLANTIS to seek all other legal and  
16 equitable remedies available to it, ATLANTIS shall be entitled to injunctive relief, including but  
17 not limited to a temporary restraining order, temporary injunction and permanent injunction to  
18 prevent any such violations or any continuation of such violations.

19         6. ISLAM terminated her employment as an Executive Casino Host with the  
20 ATLANTIS on January 19, 2012, and, upon information and belief, became employed with GSR  
21 as an Executive Casino Host on or about January 30, 2012.

22         7. GSR was aware of the Non-Compete Agreement between ISLAM and  
23 ATLANTIS before or immediately after GSR hired ISLAM. ATLANTIS did not consent to  
24 ISLAM'S employment with GSR.

25         8. Throughout ISLAM'S employment at ATLANTIS she had access to and worked  
26 with highly sensitive trade secrets and proprietary and confidential information of the  
27 ATLANTIS, both online and offline, including but not limited to customer lists or customer  
28

1 information or data (such as player tracking or club information), related to matters of  
2 ATLANTIS' business.

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

6 10. In or about March, 2012, ATLANTIS discovered that ISLAM had modified,  
7 destroyed, changed or sabotaged confidential, proprietary, trade secret information of  
8 ATLANTIS, including but not limited to customer data belonging to the ATLANTIS on its  
9 online system. ATLANTIS further learned that as a result of ISLAM's wrongful conversion of  
10 ATLANTIS property, ATLANTIS customers and guests did not receive regular ATLANTIS  
11 offers, and in some cases instead received offers of play from ISLAM and GSR. The fact that  
12 some ATLANTIS customers received these direct communications is known as they called  
13 ATLANTIS to complain that they had been solicited by ISLAM and GSR.

14 11. On April 6, 2012, ATLANTIS issued cease and desist letters to ISLAM and GSR  
15 with respect to their use and potential use of the confidential, proprietary and trade secret  
16 information of the ATLANTIS, a copy of which is attached hereto as Exhibit 5. ATLANTIS  
17 received a response on April 18, 2012 from counsel for GSR and ISLAM wherein all allegations  
18 against ISLAM and GSR were denied, a copy of which is attached hereto as Exhibit 6.

## 19 II.

### 20 ARGUMENT

#### 21 A. Legal standard

22 Rule 65 of the Nevada Rules of Civil Procedure sets forth the general procedure to  
23 obtain injunctive relief. NRCP 65 recognizes three kinds of injunctive order: (1) temporary  
24 restraining order, (2) preliminary injunctions, and (3) permanent injunctions. A temporary  
25 restraining order is an order granting injunctive relief that the court issues on an emergency  
26 basis, valid only for a limited period of time until the matter can be heard by the court at a  
27 motion for preliminary injunction. In circumstances of extreme emergency, a temporary  
28

1 restraining order may be granted *ex parte* if the requirements of NRCP 65(b) are met.<sup>3</sup> Nevada  
2 courts have considered four factors when evaluating injunctive relief:

- 3 (1) The threat of irreparable harm.
- 4 (2) The relative interests of the parties.
- 5 (3) Plaintiff's likelihood of success on the merits.
- 6 (4) The interest of the public.

7 *See Dixon v. Thatcher*, 103 Nev. 414, 415, 742 P.2d 1029, 1029 (Nev. 1987) (irreparable harm  
8 and likelihood of success on the merits); *Sobol v. Capital Management Consultants, Inc.*, 102  
9 Nev. 444, 726 P.2d 325 (1986) (irreparable harm and likelihood of success on the merits); *Ellis*  
10 *v. McDaniel*, 95 Nev. 455, 459, 596 P.2d 222, 225 (1979) (public interest); *Ottenheimer v. Real*  
11 *Estate Div.*, 91 Nev. 338, 342, 535 P.2d 1284, 1285 (1975) (relative harms).

12 Most frequently, the Nevada Supreme Court focuses on whether the plaintiff is likely to  
13 suffer irreparable harm or a harm for which money damages are a vastly inferior remedy to  
14 issuing an injunction, and the chances of plaintiff's success on the merits. *See, e.g., Dixon*, 103  
15 Nev. at 415; *Sobol*, 102 Nev. at 444; *Nevada Escrow Serv. v. Crockett*, 91 Nev. 201, 203, 533  
16 P.2d 471, 472 (1975) (issuing injunction to preclude foreclosures that may have resulted in  
17 multiplicity of lawsuits was far superior remedy to money damages); and *Harmon v. Tanner*  
18 *Motor Tours of Nevada*, 79 Nev. 4, 17, 377 P.2d 622, 629 (1963) (injunction deemed superior  
19 remedy to money damages because of the difficulty in ascertaining franchise losses).

20 Preliminary injunctive relief may be granted in the following cases:

- 21 1. When it shall appear by the complaint that the plaintiff is  
22 entitled to the relief demanded, and such relief or any part  
23 thereof consists in restraining the commission or  
24 continuance of the act complained of, either for a limited  
25 period or perpetually.
- 26 2. When it shall appear by the complaint or affidavit that the  
27 commission or continuance of some act, during the

28 <sup>3</sup> These motions are made with notice such that Defendants may be fully heard on the matter and that notice has  
been provided here. *See*, affidavit of counsel in support of Motion for Temporary Restraining Order filed herewith.

litigation, would produce great or irreparable injury to the plaintiff.

3. When it shall appear, during the litigation, that the defendant is doing or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the plaintiff's rights respecting the subject of the action, and tending to render the judgment ineffectual.

NRS 33.010.

Generally, the granting or denial of a preliminary injunction or temporary restraining order is a question addressed to the discretion of the district court. *See Number One Rent a Car v. Ramada Inns, Inc.*, 94 Nev. 779, 780, 587 P. 2d 1329, 1330 (Nev. 1978). Injunctive relief is not available in the absence of actual or threatened injury, loss or damage. Thus, Plaintiff must prove the "reasonable probability" that real injury will occur before trial on the merits can be held. *See Barryman v. Int'l Brotherhood of Electrical Workers*, 82 Nev. 277, 280, 46 P.2d 387, 388 (Nev. 1966).

**B. Absent the requested relief, ATLANTIS has and will continue to suffer immediate, severe and irreparable harm for which compensatory damages are an inadequate remedy**

If injunctive relief is not immediately provided, ATLANTIS will continue to suffer immediate, severe and irreparable harm for which compensatory damages are an inadequate remedy.<sup>4</sup>

The very nature and language of the Non-Compete Agreement signed by ISLAM evidences the harm to ATLANTIS if that agreement is breached: the Non-Compete Agreement was "the minimum necessary to protect the ATLANTIS in the use and enjoyment of the confidential information and good will of the business of the ATLANTIS." The agreement goes on to state that:

damages cannot fully and adequately compensate ATLANTIS in the event of a breach or violation and that, without limiting the right of ATLANTIS to seek all other legal and equitable remedies available to it, *ATLANTIS shall be entitled to injunctive relief, including but not limited to a temporary restraining order,*

<sup>4</sup> "Irreparable injury" is harm that a court would be unable to remedy even if the movant would prevail in the final adjudication. 13 *Moore's Federal Practice*, § 65.06[2] (Matthew Bender 3d ed.).

1           *temporary injunction and permanent injunction* to prevent any such violations or  
2           any continuation of such violations.

3           See Exhibit 4 (emphasis added). Moreover, the very nature of the four agreements that ISLAM  
4           signed with ATLANTIS stresses the importance and confidentiality of the intellectual property  
5           and trade secrets owned by ATLANTIS and the Business Ethics and Code of Conduct  
6           Agreement and Trade Secret Agreement are signed yearly by ATLANTIS employees to ensure  
7           compliance. Simply put, if ISLAM/GSR continue to misappropriate the confidential,  
8           proprietary, and trade secret information of the ATLANTIS thereby allowing them to entice the  
9           existing customers of the ATLANTIS, ATLANTIS may never be able to be made whole for such  
10          harm.<sup>5</sup>

12          Last month, ATLANTIS began receiving complaints, and continues to receive  
13          complaints, from its established guests that ISLAM contacted them on behalf of GSR and  
14          extended offers for them to play at GSR. ISLAM refused to respond to ATLANTIS' cease and  
15          desist request other than through GSR which denied all allegations. ATLANTIS further learned  
16          that as a result of ISLAM's wrongful conversion of ATLANTIS property, ATLANTIS  
17          customers and guests did not receive regular ATLANTIS offers, and in some cases instead  
18          received offers of play from ISLAM and GSR. The fact that some ATLANTIS customers  
19          received these direct communications is known as they called ATLANTIS to complain that they  
20          had been solicited by ISLAM and GSR.<sup>6</sup>

21          ATLANTIS has suffered irreparable harm as it is now understood that ISLAM'S  
22          sabotage of ATLANTIS customer/guest lists and related data<sup>7</sup> and her misappropriation of its  
23          confidential, proprietary and trade secret information/data, both in anticipation of her departure,  
24          either caused its existing guests to play at GSR instead of ATLANTIS or caused ATLANTIS to  
25          increase its offer of play or incentives to them in competition with GSR. These actions by

26  
27          <sup>5</sup> No Court Order can repair the relationship between guests and a hospitality property once that relationship has  
28          been damaged.

<sup>6</sup> GSR, through counsel, admitted that potential customers have been solicited by it through ISLAM. See Exhibit 6.

<sup>7</sup> ISLAM's actions in this regard further demonstrate her motivation, intent and knowledge in wrongfully  
misappropriating the confidential, proprietary and trade secret information belonging to the ATLANTIS.

1 ISLAM and GSR significantly interfered with the business relationship between ATLANTIS and  
2 these established guests.

3 As set forth in the Affidavit of Steve Ringkob (attached as Exhibit 7), Director of Slot  
4 Operations for ATLANTIS, known gaming guests of the ATLANTIS, such as those tracked in  
5 its club or player database, are responsible for a large majority of ATLANTIS' overall revenue.  
6 ATLANTIS Casino Hosts are the interface between the ATLANTIS and those guests and it  
7 spends considerable resources on such hosts who are tasked with ensuring that the needs of these  
8 guests are met during their visit and to encourage return visits. As such, ATLANTIS' Casino  
9 Hosts are privy to confidential, proprietary and trade secret information related to these  
10 customers/guests such as customer/guest lists containing facts about those customers'  
11 preferences, histories and other personal, confidential or private business information. This  
12 information derives independent economic value to ATLANTIS, actual or potential, from not  
13 being generally known to, and not being readily ascertainable by proper means by the public or  
14 any other persons who can obtain commercial or economic value from its disclosure or use, such  
15 as GSR.

16 The Affidavit of Susan Moreno (attached as Exhibit 8), ATLANTIS Executive Casino  
17 Host, establishes that some of her assigned ATLANTIS guests have informed her about contact  
18 by ISLAM/GSR and despite having never played at GSR previously, accepted offers of play at  
19 GSR due to contact from ISLAM and/or GSR. For example, attached to the Moreno Affidavit  
20 are two GSR offers of play to an existing ATLANTIS guest that had been assigned to and  
21 developed by ISLAM during her employment at ATLANTIS. This conduct of ISLAM/GSR in  
22 luring existing ATLANTIS guests through the misappropriation of confidential, proprietary and  
23 trade secret information of ATLANTIS constitutes immediate, severe and irreparable harm to the  
24 ATLANTIS. If such conduct continues, ATLANTIS could lose substantial market share and  
25 valuable guest relationships which may not be possible to calculate as an awardable damage. *See*  
26 *Sobel, supra*, 102 Nev. at 446, 726 P.2d at 337 (determining that where a person has  
27 "interfere[ed] with the operation of a legitimate business by creating public confusion, infringing  
28 on goodwill, and damaging reputation in the eyes of creditors," it may result in irreparable harm)

1 and *Finkel v. Cashman Professional, Inc.*, 128 Nev. \_\_\_\_ (Adv. Opn. 6 March 1, 2012) citing  
2 *Saini v. International Game Technology*, 434 F. Supp. 2d 913, 919 (D. Nev. 2006) (“[D]isclosure  
3 of confidential information or trade secrets” creates serious harms, “which are not readily  
4 addressed through payment of economic damages, [and] are sufficient to meet the irreparable  
5 injury requirement for a preliminary injunction.”).

6 **C. ATLANTIS enjoys a high likelihood of success on the merits**

7 ATLANTIS will likely prevail on the merits of its Verified Complaint. The breach of the  
8 Non-Compete Agreement is evidenced by GSR’s concession that ISLAM works for GSR. *See*  
9 Exhibit 6. Moreover, GSR knew of such an agreement before it hired ISLAM as they are  
10 standard in the industry for casino hosts and the Human Resources Manager for the ATLANTIS  
11 contacted the Human Resources Manager for GSR and specifically informed him of the fact that  
12 ISLAM was subject to a Non-Compete Agreement. *See* Declaration of Teresa Finn (attached as  
13 Exhibit 9). Furthermore, ISLAM’S breach of the other three agreements can be inferred from  
14 her intent in sabotaging the ATLANTIS’ customer/guest information database so that she could  
15 misappropriate the correct information and use it to her benefit and the detriment of ATLANTIS.

16 Also, because the ATLANTIS agreements define the customer/guest lists and data to be  
17 confidential, proprietary and trade secret, ATLANTIS is entitled to reasonable presumption that  
18 it took efforts to maintain its secrecy. NRS 600A.032. In any event, the fact that some of these  
19 complaining ATLANTIS guests had never before been to GSR, never before received offers  
20 from GSR or been a member of the GSR player’s club and/or never before had a relationship  
21 with ISLAM establishes that some were not in GSR’s database or ISLAM’s “book of trade.”  
22 *See* Moreno Affidavit. (Exhibit 8)

23 **D. The balance of the potential harm favors ATLANTIS**

24 By executing the four agreements with ATLANTIS, ISLAM agreed to hold certain  
25 information disclosed to her as an employee of ATLANTIS in the strictest confidence.  
26 ATLANTIS is entitled to the confidentiality, ownership and possession of the information/data  
27 per the unambiguous terms of the Agreements and the provisions of NRS 600A.100 et seq.

1 governing trade secrets. ATLANTIS is also entitled to enforce the Non-Compete Agreement as  
2 to ISLAM and preclude GSR from tortiously interfering with it.

3 Defendants will not suffer any harm if the agreements that ISLAM entered into during  
4 her employment with the ATLANTIS, and which are effective thereafter, are upheld. However,  
5 as indicated above, ATLANTIS has and will suffer irreparable harm if ISLAM continues to  
6 breach same by disclosing extremely sensitive and proprietary information which ATLANTIS  
7 confided to ISLAM solely due to her employment relationship with it. ISLAM should not be  
8 permitted to completely disregard her obligations under her agreements with ATLANTIS and  
9 personally benefit (which benefit also inures to GSR) from using information owned and  
10 provided to her by ATLANTIS. Thus, the injury to ATLANTIS if the agreements are continued  
11 to be breached outweighs any harm to ISLAM and GSR if this Court grants the requested  
12 injunctive relief.

13 **E. The public interest favors granting ATLANTIS' requested relief**

14 Public interest favors the protection of legitimate business interests and disfavors  
15 permitting parties to such agreements to blatantly ignore their contractual obligations. *See*  
16 *Amerigas propose v. Cook*, 844 F. Supp. 379, 390 (M.D. Tenn. 1993) (preserving the sanctity of  
17 the parties' contractual obligations promotes stability and certainty in business and employment  
18 relationships). The relief requested by ATLANTIS simply enforces the contractual rights of the  
19 parties and the purpose and intent of NRS 600A.100 *et. seq.* and will only create a positive effect  
20 upon any public interest.

21 **F. The security for the TRO and preliminary injunction should be *de minimus***

22 NRCP 65(c) gives the court great discretion in setting the amount of the security required  
23 for a TRO and Preliminary Injunction. As discussed above, ATLANTIS is likely to succeed on  
24 the merits as it is only seeking to uphold the contracts that ISLAM agreed to during her  
25 employment relationship and which continue to bind her thereafter. ATLANTIS therefore  
26 requests that the Court set security at a minimal amount such as \$5,000.

27  
28 ///



1 **G. This is an appropriate case for issuing a TRO *ex parte* pending a preliminary**  
2 **injunction hearing**

3 The Supreme Court of Nevada has held that *ex parte* motions for injunctive relief are  
4 permissible in emergency situations. *Danberg Holdings Nevada, LLC v. Douglas County*, 115  
5 Nev. 129, 146, 978 P.2d 311, 322 (1999).

6 NRCP 65(b) expressly contemplates the issuance of a TRO without notice if: (1) it  
7 clearly appears that immediate and irreparable injury, loss, or damage will result to the applicant  
8 before the adverse party or that party's attorney can be heard in opposition, and (2) the  
9 applicant's attorney certifies to the court in writing the reasons notice should not be required. *Id.*

10  
11 The Affidavit of Robert Dotson, submitted herewith, sets forth the reasons for the TRO  
12 being issued *ex parte*:

13 On April 30, counsel for GSR (and perhaps ISLAM) was provided with a  
14 courtesy copy of the Verified Complaint filed on April 27, 2012 and advised that  
15 a motion for TRO and preliminary injunction would be filed in short order. On  
16 May 1, Islam was served with the complaint. On May 2, counsel was again  
17 contacted and informed this motion would likely be filed on May 3<sup>rd</sup>. We  
18 understand that GSR was served with a copy of the Complaint on May 3, 2012.  
19 Additionally, a courtesy copy of this motion will be transmitted to counsel  
immediately after it is filed and thereafter will be formally served with the  
Complaint on Defendants. Given the irreparable harm that already has and will  
continue to occur, a TRO should be issued immediately pending a hearing on the  
preliminary injunction.

20 Thus, it is appropriate to issue the TRO *ex parte* in order to prevent further harm to ATLANTIS.

21 **III.**

22 **CONCLUSION**

23 Based on the foregoing, ATLANTIS respectfully requests that this Court issue a TRO,  
24 and set a hearing for a preliminary injunction as follows:

25  
26 Against GSR<sup>8</sup>: 1) from employing ISLAM and receiving and utilizing the  
27 confidential, proprietary and trade secret information/data of ATLANTIS that  
ISLAM obtained from her employment with ATLANTIS; 2) from contacting any

28  
<sup>8</sup> To include any subsidiary, affiliate, agent, employee or operating company of GSR.

1 persons or prospective guests/customers of ATLANTIS identified from the  
2 confidential, proprietary and trade secret information/data of the ATLANTIS  
3 misappropriated by ISLAM/GSR and 3) requiring it to immediately return to  
ATLANTIS any confidential, proprietary, trade secret information/data of  
ATLANTIS supplied to it by ISLAM and further purge it from its files.

4 Against ISLAM<sup>9</sup>: 1) from further breaching the above referenced agreements  
5 with ATLANTIS including being employed by GSR; 2) from utilizing the  
6 confidential, proprietary and trade secret information/data of ATLANTIS and 3)  
7 from contacting or soliciting the customers of ATLANTIS and 4) requiring her to  
immediately return to ATLANTIS any confidential, proprietary, trade secret  
information/data of ATLANTIS and further purge it from her files.

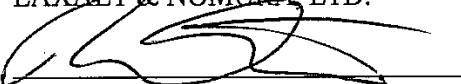
8 Such order should include any other requirement which this Court deems appropriate and  
9 necessary to prevent further misappropriation of the trade secrets of the ATLANTIS as  
10 defined by Nevada law.  
11

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

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

15 Dated this 3 day of May, 2012.

16 LAXALT & NOMURA, LTD.

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

<sup>9</sup> To include any affiliated person or entity.

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**INDEX OF EXHIBITS**

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# **EXHIBIT 1**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

# **EXHIBIT 1**

## ATLANTIS ONLINE SYSTEMS USER AGREEMENT

THIS AGREEMENT GOVERNS YOUR USE OF ATLANTIS' ONLINE SYSTEMS, WHICH INCLUDE ALL INTERNET ACCESS, INTERNAL COMPANY E-MAIL, E-MAIL FROM EXTERNAL SOURCES, INSTANT MESSAGING AND ALL OF ATLANTIS' INTRA-NET (IN-HOUSE) SYSTEMS. YOUR PRIVILEGE TO USE ATLANTIS' ONLINE SYSTEMS MAY END IF YOU VIOLATE THE TERMS OF THIS AGREEMENT. VIOLATION OF THIS AGREEMENT MAY ALSO LEAD TO DISCIPLINE UP TO AND INCLUDING TERMINATION.

As used in this Agreement, "Atlantis" refers to Golden Road Motor Inn, Inc. doing business as Atlantis Casino Resort. "You" and "Your" refers to the person signing this Agreement.

THIS AGREEMENT is effective as of the date signed by You and Atlantis.

### Section 1

#### USE OF ATLANTIS' ONLINE SYSTEMS

1.1 All use of Atlantis' online systems (including but not limited to online services, all e-mail and Internet access in any way associated with Atlantis) is governed by this Agreement. Atlantis has total discretion over Your access privileges and use of Atlantis' online systems.

1.2 Atlantis' online systems are Atlantis' property, and are provided for Your business purposes use to increase Your production and effectiveness only. The purpose of this Agreement is to ensure use of Atlantis' online systems in a productive manner. You are required to abide by the terms of this Agreement. Any violation is not acceptable, will not knowingly be permitted, and may result in discipline, up to and including termination.

### Section 2

#### GENERAL INFORMATION

2.1 Monitoring Tools: Atlantis routinely monitors usage patterns and may sample files contained within the Atlantis online systems.

2.2 Blocking of Internet Access: Atlantis reserves the absolute right to block access to certain Internet sites. Different access and service levels may be given to different employees. Decisions of this nature are at the total discretion of Atlantis.



### Section 3

#### OWNERSHIP OF ELECTRONIC COMMUNICATIONS

3.1 All information on Atlantis' online systems, including, but not limited to communications created, sent, and received using Atlantis' online systems are the property of Atlantis. Your electronic communications are not private. Atlantis reserves the absolute right to access and monitor all messages, files and data of any kind on Atlantis' online systems.

### Section 4

#### MAINTAINING A HOSPITABLE ENVIRONMENT

4. The transmittal, retrieval or storage of information that is discriminatory, harassing, obscene, or pornographic, or which otherwise is violative of Atlantis' Policies is not permitted. You may not use Atlantis' online systems for personal gain or any purpose which is illegal, against company policy, or contrary to Atlantis' best interests.

### Section 5

#### NON-DISCRIMINATION

5.1 Non-Discrimination. You may not transmit or receive messages with derogatory or inflammatory remarks about a person's race, color, sex, age, disability, religion, national origin, or physical attributes. If you receive any such messages against Your will, You must immediately report them to the IS Director in order to document that they were not messages invited or otherwise acceptable to You, or You may elect to permanently block the sender from sending future messages, at your discretion. Any such messages not reported or blocked will be presumed to be willingly accepted by You.

### Section 6

#### CONFIDENTIALITY

6.1 Communication Of Messages Disclosing Trade Secrets /Proprietary Information Is Prohibited. No messages disclosing sensitive, confidential, restricted, non-public, proprietary information, or information involving trade secrets can be transmitted over Atlantis' online systems, with the exception of the intranet (in-house) system. With regard to transferring such information in-house, transfer may be made only to persons who have proper authority to receive that type of information. Discussion of any internal company affairs on any online system other than the in-house system is prohibited absent express permission to do so by Your department Director or the General Manager.

6.2 Proprietary Information/Trade Secrets Defined. For purposes of this Agreement, "Proprietary Information" and "Trade Secrets" is any information, including, but not limited to:

© 2000 Atlantis Casino Resort. All rights reserved. No Unauthorized Duplication or Alteration.  
By signing this document, the signatory becomes subject to the terms of this agreement.

- (1) The operation of Atlantis' business, consisting, for example, and not intending to be inclusive, of its lists or other identifications of guests or prospective guests of Atlantis, the nature and type of services rendered to such guests (or proposed to be rendered to prospective guests), fees charged or to be charged, compensatory information, proposals, inventions, methodologies, processes, compilations of information, marketing data and plans, form and content of data bases, designs, drawings, models, equipment, results of research proposals, technical or non-technical data, patterns, programs, devices, techniques, product plans, job notes, reports, records, specifications, software, firmware, Atlantis Policies, and procedures used in, or related to, Atlantis' operations;
- (2) Atlantis' relations with its employees including without limitation, salaries, job classifications and skill levels;
- (3) Financial, sales and marketing data compiled by Atlantis as well as Atlantis' financial, sales and marketing plans and strategies, lists of actual or potential customers or suppliers and non-public pricing that derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from their disclosure or use;
- (4) All ideas, concepts, information and written material about a guest disclosed to You by Atlantis, or acquired from a guest of Atlantis, and all financial, accounting, statistical, personnel and business data, and plans of guests, are and shall remain the proprietary information of the Atlantis, and/or said guest;
- (5) Any information which is the subject of efforts reasonable under the circumstances to maintain its confidentiality, secrecy and/or proprietary nature.

## Section 7

### MAINTAINING SYSTEM SECURITY

7.1 Keeping the Online System Secure From Computer Viruses. No unauthorized downloading/uploading of software or files is allowed. All software downloaded or uploaded must be authorized by and registered/licensed to Atlantis. Authority to download and upload software must be obtained from the Director of Information Services.

7.2 Infringement Risk. Employee usage of unauthorized software is prohibited and under some circumstances, may be illegal.

## Section 8

### CORPORATE PUBLIC IMAGE

8.1 Your Conduct in Public. Atlantis' online systems should be considered a public place for business communications, and all communications over corporate online systems reflect Atlantis' image. Your communications on the online systems must be compatible with Atlantis' desired public image.

8.2 Employees' Identity. No message can be transmitted without the employee's identity. Transmittal of messages with anonymous or fictitious names is prohibited.

© 2000 Atlantis Casino Resort. All rights reserved. No Unauthorized Duplication or Alteration.  
By signing this document, the signatory becomes subject to the terms of this agreement.



Section 9

COPYRIGHT

9.1 Copyright Infringement. You may not ~~illegally~~ copy, download, or install any copyrighted materials using Atlantis' online systems. All software is to be loaded only after notification to, and receipt of permission by, the IS Director.

Section 10

VIOLATIONS

10.1 Failure To Comply. Failure to comply with this Policy may result in disciplinary action up to and including termination. If employee action(s) is deemed illegal, the proper authorities may be notified.

ACCEPTED:

I acknowledge that I have received a copy of the Atlantis Online Systems User Agreement regarding e-mail, Internet and Intranet systems. I hereby accept and agree to abide by the standards set in Agreement for the duration of my employment with Atlantis Casino Resort, or until I sign any revised, modified or updated Atlantis Online Systems User Agreement.

Date Signed: the 15 day of APRIL, 2008

  
Employee Signature

SUMONA ISLAM  
Employee Print Name

  
Supervisor's Signature



## **EXHIBIT 2**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

## **EXHIBIT 2**

**BUSINESS ETHICS POLICY AND CODE OF CONDUCT ACKNOWLEDGMENT  
AND CONFLICTS OF INTEREST STATEMENT**

By signing below I acknowledge that I have received and read the Business Ethics Policy and Code of Conduct of Monarch Casino & Resort, Inc. and Golden Road Motor Inn, Inc., and that I agree to comply with that Policy and all of its requirements. I further represent that I have read the section governing Conflicts of Interest, that I understand its meaning, and to the best of my knowledge, I have no conflict of interest with the Company as described in the Policy, except as follows:

(If none, so signify by writing "none.")

*none*

Furthermore, I will conduct my business so as to refrain from entering into any conflict of interest in the future. In the event that I become aware of such a conflict of interest, involving myself or others, I will disclose it immediately to the Designated Ethics Officer.

Date:

*1/17/11*

Signature:

*Sumona Islam*

Type or Print Name: Sumona Islam

**BUSINESS ETHICS POLICY AND  
CODE OF CONDUCT FOR  
MONARCH CASINO & RESORT, INC.  
AND GOLDEN ROAD MOTOR INN, INC.  
(As revised March 12, 2004)**

**POLICY:** All Employees of Monarch Casino & Resort, Inc. (The "Company") and its subsidiary entities (including, but not limited to, Golden Road Motor Inn, Inc. d/b/a Atlantis Casino Resort) must abide by the highest standards of business ethics and avoid any actual or apparent conflict of interest as described in the Policy. This Policy establishes minimum standards required of all Designated Employees, which are in addition to the requirements of other Company policies. The Company requires that upon commencement of employment, or election to the Board of Directors, each Designated Employee acknowledges that he or she has read and understands this Policy and has reported, or will report as they arise, all potential conflicts of interest as required by this Policy. Failure to comply with this Policy and the procedures established to implement it can result in disciplinary action, termination from employment, removal from the Board, and/or initiation of appropriate legal action, as the Company deems appropriate.

**SCOPE:** All Designated Employees

**PURPOSE:** Establishes the requirement that all Designated Employees use the highest degree of business ethics and provides minimum standards of business ethics and conduct. Simply reading these standards, however, does not necessarily lead to ethical conduct. The Designated Employee must understand, support and adhere to these standards on a daily basis, which will enable the Company to achieve both its business objectives and strict conformity with the law. Violations of this Policy could expose the Company and the individual involved to civil and criminal actions, fines, revocation of licenses and other legal remedies. To ensure on-going compliance with this Policy, the Company requires all Designated Employees on an annual basis to acknowledge that they have read and understand this Policy and have reported all potential conflicts of interest as required by the Policy.

**INDEX OF PROCEDURES OR GUIDELINES:**

- 1.0 ORGANIZATION AND ADMINISTRATION OF THE POLICY
- 2.0 CONFLICTS OF INTEREST
- 3.0 CONFIDENTIAL INFORMATION
- 4.0 INSIDE INFORMATION
- 5.0 PROHIBITED RECEIPTS AND PAYMENTS
- 6.0 POLITICAL ACTIVITY AND CAMPAIGN CONTRIBUTIONS
- 7.0 PERSONAL USE OF COMPANY PROPERTY & SERVICES
- 8.0 COMPANY BOOKS AND RECORDS

- 9.0 COMPLIANCE WITH TAX LAWS
- 10.0 COMPLIANCE WITH LAWS RULES AND REGULATIONS
- 11.0 COMPLIANCE AND ACCOUNTABILITY
- 12.0 WAIVER
- 13.0 CONCLUSION

## 1.0 ORGANIZATION AND ADMINISTRATION OF THE POLICY

### 1.1 Overall Policy Responsibility

- A. Providing guidance on matters of business ethics.
- B. Monitoring compliance with this Policy and applicable laws to ensure consistency with the Company's goals of promoting fair and ethical conduct and avoiding undesirable relationships in all of its activities.
- C. Toward that end, the Committee shall use the services of a Designated Ethics Officer (DEO), the Internal Audit staff and the Company's independent public accountants.
- D. Provide full, fair, accurate, timely and understandable disclosure in reports and documents the Company files with or submits to the SEC and in other public communications.
- E. Report to the DEO and/or the Audit Committee of the Board of Directors any conflict of interest that may arise and any material transaction or relationship that reasonably could be expected to give rise to a conflict.
- F. Ensure Designated Employees promptly report violations of this Policy to the Audit Committee of the Board of Directors.

### 1.2 Definitions

- A. "CEO" – The person designated by the Board of Directors as the Chief Executive Officer.
- B. "CFO" – The person designated by the Board of Directors as the Chief Financial Officer.
- C. "Company" – Monarch Casino & Resort, Inc., including its subsidiaries and affiliates.
- D. "DEO" – Designated Ethics Officer. The Company's DEO shall be recommended by the CEO and appointed to serve at the pleasure of the Board of Directors.
- E. "Designated Employees" – Members of the Board of Directors, Officers, General Managers, Assistant General Managers, Department Directors/Managers, Supervisors, Administrative Assistants and Secretaries reporting to Officers or General Managers, and other employees who may be selected by the Designated Ethics Officer or Chairman of the Audit Committee of the Board of Directors.
- F. "FCPA" – Foreign Corrupt Practices Act.
- G. "Officers" – The CEO, President, CFO Chief Accounting Officer, Secretary and Treasurer and any other officer designated by the Board of Directors as an "Officer" for purposed of this Policy.
- H. "President" – The person designated by the Board of Directors as the President of the Company.
- I. "Policy" – The Company's Business Ethics Policy.
- J. "SEC" – Securities and Exchange Commission.
- K. "You" – The Designated Employee.

L. "Your" – Belonging to the Designated Employee

### 1.3 The DEO/Audit Committee Relationship

The DEO shall report directly to the Audit Committee. Under the Audit Committee's general supervision, the DEO shall monitor compliance with this Policy and shall *promptly* report violations or threatened violations to the Audit Committee. The DEO shall also make recommendations to the Audit Committee for improving the monitoring of and compliance with this Policy.

### 1.4 The DEO's Responsibility And Authority

The DEO shall direct such investigations as may be appropriate to ascertain compliance with this Policy at all levels of the Company. The DEO shall also propose for adoption by the Audit Committee internal reporting systems as may be required or desirable for effective administration of the policy.

## 2.0 **CONFLICTS OF INTEREST**

### 2.1 Conflict Of Interest Defined

Of all corporate activities involving employee conduct, among the most important involves avoiding actual or potential conflicts of interest. A conflict of interest arises when an employee's judgment in acting on the Company's behalf is, or appears to be, influenced by an actual or potential personal benefit from an investment, business interest, or some other association or relationship. Conflicts occur most often in cases where You or a member of Your household or Your immediate family (spouse, child, parent or sibling) obtains some personal benefit at the expense of the Company's best interests. However, they may arise in other circumstances, as well. Keep in mind that for the purposes of this Policy, in general, You will be regarded as having an interest in any property owned, or any transactions entered into, by members of Your household or Your immediate family.

### 2.2 Common Conflict of Interest Situations

Conflicts of interest can arise in many different situations, and it is not possible to describe all circumstances in which they may exist. The following three sections describe common categories of conflicts of interest. They also illustrate Your responsibility and the Company's policy in each situation.

#### A. Employee Relationships with Parties in Company-Related Transactions.

You must fully disclose details when You or a member of Your household or Your immediate family has an interest in, or a relationship with, any party that transacts business with the Company, such as a supplier or vendor, lessor, lessee, licensor, or licensee, when:

1. You are in a position to make or influence decisions pertaining to the transactions, and
2. Your interest or relationship is substantial enough to appear to a reasonable person that Your decision-making regarding the transaction may be affected.
3. Examples of these relationships include when You or a member of Your household or Your immediate family:
  - a. Has any position or employment, including work performed as an officer, partner, employee, director or consultant of the other company that is a party to the transaction;
  - b. Receives any compensation, discounts, rebates, kickbacks, credit, loans, gifts or other perquisites from the other company;
  - c. Acquires, directly or indirectly, an interest in, or rights to the profit or income of, the other party.
4. You do not need to disclose the mere ownership or securities of the other party if it is listed on a national stock exchange as long as the amount You or members of Your household or immediate family own is less than one percent (1%) of the class of securities outstanding, and does not equal or exceed ten percent (10%) of Your (their) net worth.

**B. Accepting Gifts or Favors.**

You must not accept gifts or favors from any individual or entity that You know or should know transacts business, or may seek to transact business with the Company, unless the gift or favor is a common courtesy usually associated with customary business practices. You must never accept a gift in the form of cash or a cash equivalent. All offers of gifts or favors which fall outside these guidelines should be reported immediately in writing to Your supervisor and the DEO.

**C. Nepotism.**

Nepotism occurs when preferential treatment is given on the basis of close personal relationships, as opposed to merit. You must not grant preferential treatment to relatives or friends within the Company in conflict with the Company's best interests. You must also avoid situations in which conflicts may arise. For example, no employee should supervise or be supervised by, or work in the same department on the same shift as, a member of his or her immediate family. Exceptions must be approved in writing and in advance by the Department Director and the DEO and the CEO or CFO.

### 2.3 Your Responsibility To Avoid Or Eliminate Conflicts Of Interest

You must avoid any relationship, influence, activity, or investment that might impair, or even appear to impair Your ability to make objective and fair decisions in the Company's best interest. Compliance with this Policy also requires You to take any actions regarded by the Company as necessary to eliminate or satisfactorily regulate an actual or potential conflict of interest situation. When in doubt, share the facts of the situation with the DEO or the Chairman of the Audit Committee before taking any action.

### 2.4 Your Responsibility To Disclose All Possible Conflicts

Periodically, You will be required to complete a disclosure statement setting forth any financial interests, business and/or other relationships that might present a conflict of interest. In addition, You must provide full and immediate disclosure of any interest that You may have at the time of hire or during employment which creates, or appears to create, a possible conflict of interest.

### 2.5 An Important Note About The Company's Disclosure Requirement

This disclosure requirement in no way represents the Company's intention to police or interfere with its employees' activities. Rather, the requirement is intended to assist employees in realizing the fullest freedom consistent with their own best interests, and those of the Company and its stockholders, by protecting all parties from the harmful effects of any subsequent revelation of activities, associations or interests that might constitute a prohibited conflict of interest. It is generally anticipated that most activities disclosed will not raise material conflict of interest questions. The disclosure requirement is merely a recognition of the fact that very few substantial questions of conflict of interest can exist where there is full knowledge by the Company of all the facts. In the few instances where such a question might exist after full disclosure, corrective steps generally can be taken to avoid potential problems without interfering with the outside interests of the employee.

### 2.6 Confidentiality

With respect to any disclosure of information furnished by an employee in accordance with this Policy, the Company will endeavor to protect such information and handle it on a strictly confidential basis.

Notwithstanding the foregoing, disclosure by the Company to the appropriate personnel in order to avoid or abate actual or potential conflicts of interest discovered to protect the best interests of the Company may be required.

### 2.7 Related Party Transactions

Notwithstanding the provisions above, all related party transactions involving any Director or Executive Officer of the Company must be approved by the Audit Committee or other independent committee of the Board of Directors.

### 3.0 CONFIDENTIAL INFORMATION

#### 3.1 Confidential Information Defined

Confidential information means all non-public information regarding the Company's operations and business activities and those of its customers and suppliers. Non-public means any information that is not officially disclosed through means such as press releases or other forms of publication, or is not common knowledge.

#### 3.2 Examples Of Confidential Information

Confidential information includes items such as customer lists, customer information (such as player tracking or club information), employee information, policies, systems and procedures, trade secrets, financial information, business plans, contract negotiations, contractual agreements, blueprints, marketing and promotional plans and ideas (including new products and programs, pricing strategies and advertising campaigns), or other information or material unique to the Company.

#### 3.3 Your Responsibility Regarding Confidential Information

Do not disclose confidential information to any unauthorized person, either during or after termination of Your employment. Unauthorized persons include anyone who does not have a business need to know such information for the express benefit of the Company, excluding: the Nevada Gaming Control Board, Nevada Gaming Commission, other states' gaming regulatory agencies which have jurisdiction over the Company, and other authorized state and federal law enforcement officers in the course of their assigned duties. Do not hesitate to ask the DEO or your Department Director if you have any question regarding a particular individual's authorization to obtain confidential information. Upon Your departure, You must not take any documents or records belonging to the Company and You must return to your supervisor all such documents and records in Your possession.

#### 3.4 Your Responsibility Not To Profit From Confidential Information

Do not profit from confidential information of which You have become aware during the course of Your employment. For example, do not acquire an interest in property that You know the Company is considering purchasing. Similarly, You should not acquire any security of another entity, if You are aware that the Company is considering purchasing that entity's securities. These may also constitute conflicts of interest.

#### 3.5 Your Responsibility Not To Compete With Company

You must not compete with the Company in pursuing any business opportunities which come to Your attention during the course of Your employment with the Company. Before personally pursuing or profiting from any venture which could be viewed as competing with the Company, You must disclose the opportunity to the DEO or Chairman of the Audit Committee and obtain the Audit Committee's positive written affirmation either that the venture is not in competition with the Company or that the Company has no interest in pursuing the venture.



## 4.0 INSIDE INFORMATION

### 4.1 Inside Information Defined

Inside information is similar to confidential information, and refers to all material non-public information. Information is material if it could affect the market price of a security, or if a reasonable investor would consider the information important in deciding whether to buy, sell or hold a security. In this context, "security" is referring to the Company's common stock (or other securities that may be issued by the Company in the future), or the common stock or other securities of other companies, which due to your relationship with the Company, you may discover is engaged in negotiations with or otherwise entering into a substantial business transaction with the Company. Information is considered public only if it has been effectively disclosed to the investing public (for example, by press release) and enough time (typically two trading days after the information has been announced publicly) has elapsed to permit the investment market to absorb and evaluate the information. Inside information is not limited to information about the Company. It also includes material non-public information about other corporations with which the Company has business relationships.

### 4.2 Example Of Inside Information

Examples of inside information include, but are not limited to, non-public information about:

- A. Earnings results;
- B. Future earnings, losses or stock splits as estimated or projected by the Company's officers;
- C. Changes in management or dividend policies; and
- D. Events or business operations which are likely to affect future revenues or earnings (for example, the development of a new casino property; joint ventures with other companies; mergers and acquisitions; or lawsuits and settlements).

### 4.3 Prohibited Use Of Inside Information

Company policy, State and Federal laws and regulations prohibit the use of inside information when trading in or recommending the Company's or anyone else's securities. Federal securities laws impose potentially onerous civil and criminal penalties on persons who, in connection with a purchase or sale of securities, improperly obtain and use inside information about such securities. Persons who fail to prevent others from using inside information may also be liable for civil penalties under Federal law.

### 4.4 Your Responsibility Regarding Inside Information

You must not disclose inside information to persons outside the Company or other persons within the Company who are not authorized to receive such information. It is illegal to pass on inside information to another individual who buys or sells a security on the basis of that information. In fact, it is illegal to suggest buying or selling a security while in the possession of inside information, even if You do not actually disclose that information.

### 4.5 Do Not Trade On Company Inside Information

You, any party related to You, or any party to whom You provide (improperly or otherwise) inside information, must not trade in Company securities while possessing inside information until the pertinent information has been disclosed by the Company through public announcements or filings with the SEC and the public has had sufficient time to assimilate it for not less than two full business days after the Company has publicly disclosed the information.

#### 4.6 Do Not Trade On Any Other Company Inside Information

You, any party related to You, or any party to whom You provide (improperly or otherwise) inside information, must not trade in the securities of another corporation if the value of such securities is likely to be affected by actions of the Company of which You are aware and which have not been disclosed to the public. For example, if a vendor is developing and testing a new product in conjunction with the Company, employees should not trade in the securities of that vendor until such information becomes public knowledge.

#### 4.7 Prevent Others From Insider Trading

It is also illegal for certain persons to fail to prevent insider trading by others. Individual employees with managerial or supervisory responsibilities over an employee and, in some cases, officers, directors, and controlling stock holders of the Company (collectively referred to as "controlling persons"), may be liable for civil penalties under insider trading laws for the violations of an employee if the controlling person knew or recklessly disregarded the fact that the employee was likely to engage in a violation, and failed to take appropriate steps to prevent that violation before it occurred.

#### 4.8 Questions Regarding Inside Information

Before disclosing or using information in Your possession which could be considered inside information and, therefore, subject to this Policy, You must obtain the written approval from the DEO, CEO or CFO. If such approval is not given, then you should not use or disclose such information.

### 5.0 **PROHIBITED RECEIPTS AND PAYMENTS**

#### 5.1 Your Use Of Company Assets

The use of Company funds or assets for any unlawful purpose is strictly prohibited. You must not establish undisclosed or unrecorded funds or assets of the Company for any purpose, or engage in any arrangement that results in prohibited acts. No payments shall be approved or made with the intention or understanding that any part of such payment is to be used for any purpose other than that described by the materials supporting the disbursement.

## 5.2 Your Authorization To Use Company Assets

You must not authorize or make any payment, whether in money, property or services, either Company or personal, for a bribe, kickback, or any other similar payment, to any person or organization designed to secure favored treatment for the Company. These payments are highly improper and could adversely reflect on the Company's integrity and reputation.

## 5.3 Your Responsibility To Report Prohibited Act

If You have information regarding any prohibited act or payments, You must promptly report the matter to the DEO or Chairman of the Audit Committee.

## 6.0 **POLITICAL ACTIVITY AND CAMPAIGN CONTRIBUTIONS**

### 6.1 Political Campaign Contributions Defined

Political campaign contributions mean:

- A. Direct expenditures or contributions, in cash or property, to candidates for nomination or election to public office or to political parties; and
- B. Indirect assistance or support, such as the furnishing of goods, services or equipment, or other political fund raising support.

### 6.2 Prohibited Domestic Political Contributions

The Company does not make political contributions to candidates for federal office and in the United States as it would be a crime for the Company to do so. It is also Company policy not to make political contributions for candidates for state and local office, except in those states where such payments are legal and such payments have been authorized by the Company Co-Chairs.

### 6.3 Prohibited Foreign Political Contributions

The FCPA specifically prohibits U.S. corporations or their agents from offering or making payments to foreign officials, political parties, or candidates for public office for the purpose of influencing an official act or decision which would help the corporation obtain, retain, or direct business. This prohibition is applicable

regardless of whether the contribution is lawful under the laws of the country in which it is made. Accordingly, Company policy strictly prohibits any payments with corporate funds to, or any use of corporate assets for the benefit of, any foreign official, political party, or candidate for political office.

#### **6.4 Individual Employee Political Participation**

The Company encourages political participation by employees in their individual capacities, including the making of voluntary contributions to candidates of the employee's choice in accordance with legal limitations. In compliance with federal laws and regulations, the Company will not reimburse any employee directly or indirectly for any political contributions made by the employee. Furthermore, employees must not engage in political activities during working hours.

### **7.0 PERSONAL USE OF COMPANY PROPERTY AND SERVICES**

#### **7.1 Your Use Of Company Property**

You may use Company property and services for personal benefit only when the property is approved for general employee or public use. The use of Company owned land, materials, equipment, or other property, and the use of services provided by Company employees on Company time under any other circumstances are strictly prohibited, except as approved in advance by the person to whom such approval authority has been delegated. For instance, you may not use Company employees to perform home improvement or any other personal work for Your benefit on Company time.

#### **7.2 Your Responsibility To Obtain Authorization**

You must not sell, loan, give away or otherwise dispose of Company property, regardless of condition or value, except with proper prior authorization.

#### **7.3 Your Responsibility Not To Profit From Company Time Or Property**

You may not engage in activities on Company time or use, or cause to be used, Company facilities, equipment, materials or supplies for Your personal profit.

## **8.0 COMPANY BOOKS AND RECORDS**

### **8.1 Your Responsibility Regarding Company Books And Records**

It is Company policy that all books and records of the Company be maintained so that they fully and fairly reflect all of the Company's receipts and expenditures, assets and liabilities. You must not make false or artificial entries in the books and records of the Company for any reason. You must not establish any funds or accounts outside the books and records of the Company. All bank accounts set up on behalf of the company, foreign or domestic, must be approved by the CFO and shall be controlled, recorded and reconciled under the direction of the CFO.

### **8.2 Your Responsibility For Full Disclosure**

Federal laws prohibit materially false or misleading statements or omission of facts by officers and directors in connection with the audit or examination of the Company's financial statements or the preparation of its required SEC (Securities and Exchange Commission) filings. The FCPA requires the Company to develop and maintain a system of internal accounting controls to help assure the Company's books and records accurately reflect its transactions and dispositions of assets. The FCPA and securities laws apply to indirect as well as direct falsification, misrepresentation or omission. Federal laws impose civil and criminal penalties on individuals and companies who violate these requirements. If Your duties include participation in the preparation of Company press releases or filings with the SEC, You must use Your best efforts to assure that such press releases and/or SEC filings fully, fairly and accurately disclose the material information required to be contained therein.

### **8.3 Questions Regarding The Company's Books And Records**

It is Company policy to comply fully with the record keeping and accounting control requirements of the SEC and the FCPA. Any questions concerning this area must be reviewed with the CFO and Chairman of the Audit Committee.

## **9.0 COMPLIANCE WITH TAX LAWS**

### **9.1 Your Responsibility Regarding Personal Taxes**

It is against Company policy for any employee, with fraudulent intent, to misrepresent any employee's income, fail to withhold applicable income taxes as required by law, or to take any other action to illegally evade taxes on, or with respect to, income from the Company.

## **9.2 Your Responsibility Regarding Company Taxes**

It also is Company policy to comply with all applicable tax statutes and regulations. It is a violation of company policy for any employee to take any action for the purpose of illegally evading taxes due on the Company's operations.

## **9.3 Questions Regarding Tax Compliance**

Any questions in this regard must be reviewed in advance with the CFO.

# **10.0 COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

## **10.1 Your Responsibility Regarding All Applicable Laws, Rules and Regulations**

It is against Company policy for any employee, with intent, to violate any applicable law, rule or regulation issued by a governmental body. Notwithstanding the foregoing, good faith efforts to contest laws, rules and/or regulations as permitted by law and authorized by management of the Company shall not be prohibited.

## **10.2 Questions Regarding Legal Compliance**

Any questions in this regard must be reviewed in advance with the DEO.

# **11.0 COMPLIANCE AND ACCOUNTABILITY**

This Policy is not intended as a comprehensive review of laws related to the principles and practices regulating all Designated Employees and the policies and practices related to conflicts of interests, relationships with public officials, prohibited receipts and payments and antitrust laws. This Policy is not a substitute for expert advice. If any Designated Employee has questions concerning a specific situation, the Designated Employee should contact the DEO and/or the Audit Committee of the Board of Directors of the Company's general counsel or corporate counsel before taking action.

# **12.0 WAIVER**

Any Request for a waiver of any provision of this Policy must be in writing and addressed to the DEO and/or Audit Committee of the Board of Directors. Any waiver of this Policy with respect to an Officer or Director

must be approved by the Board of Directors and will be disclosed promptly on Form 8-K or any other means approved by the Securities and Exchange Commission.

### 13.0 CONCLUSION

#### 13.1 Your Responsibility For Business Ethics

You must maintain the highest standards of ethical conduct in all Your business dealings. The Board of Directors adopted this Policy to help You achieve and maintain that vital goal. You must endeavor to read, understand, and abide by it.

#### 13.2 Required Acknowledgment

You are required to complete the "Business Ethics Policy Acknowledgment and conflict of Interest Statement" (see Attachment 1) upon beginning employment/institution of this Policy, and on an annual basis thereafter.

# **EXHIBIT 3**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

# **EXHIBIT 3**



**ATLANTIS COMPANY POLICY REGARDING COMPANY PROPERTY,  
PROPRIETRY INFORMATION AND TRADE SECRETS**

This statement describes the standing policy of The Golden Road Motor Inn, Inc., d.b.a. Atlantis Casino Resort Spa, (hereinafter "Atlantis"), with respect to company property, proprietary information and trade secrets. Reduction of this policy to this writing is not creation of new policy and should in no way be construed as such. This document simply describes in writing the abiding Atlantis policy on the topics described herein.

Most officers, employees, independent contractors, agents or other representatives of Atlantis will, during their employment with Atlantis, acquire or have access to property owned by Atlantis. This property may be tangible, such as computer hardware, communication equipment or office furniture, or it may be intellectual, such as information or raw data. Both tangible and intellectual properties are valuable.

Intellectual property may include hotel or casino customer/guest lists with facts about those customers' preferences, histories and other personal or business information. Such information may be provided to the employee or representative by Atlantis or developed by that person while employed by or representing Atlantis. Intellectual property may also include knowledge regarding future expansion or other development plans for Atlantis, marketing and advertising schemes and strategies, promotions, computer or other programs, financial, business and other records or documents pertaining to Atlantis and/or its customers, guests and/or Team Members. This information may be contained in Atlantis' computer database, or it may be known simply because of your role in the Atlantis' operations. Intellectual property is essentially "company information". Such information is proprietary and may constitute "trade secrets" intended solely for the use and benefit of Atlantis. While items listed in the paragraph illustrate some of the types of intellectual property that Atlantis employees and agents may obtain, this is not an exhaustive list. This policy applies to any and all intellectual property of Atlantis.

An employee who obtains intellectual property is entrusted with Atlantis property just as when that employee is entrusted with tangible property. Accordingly, **all Atlantis property, tangible and intellectual, must remain with Atlantis both during and after a person's term of employment or representation of Atlantis. Additionally, any knowledge of Atlantis' intellectual property had by any employee or agent must not be used by that person or disseminated to any other person or entity for any purpose. This restriction applies both during the term of employment or representation as well as after termination of such. Any improper use or dissemination of Atlantis intellectual property is a breach of this policy and may be a violation of State and Federal Trade Secrets laws. Such violation is punishable both civilly and criminally.**

Furthermore, Atlantis does not accept or use information from employees or others, the dissemination of which would violate State or Federal Trade Secrets laws. By entering into ATLANTIS' "ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT TO COMPLY WITH COMPANY POLICY", Atlantis employees and agents agree not to use or disseminate information to Atlantis, its employees, agents or others, which would violate any Trade Secrets laws.

This policy may be amended from time to time.

**ATLANTIS COMPANY POLICY REGARDING COMPANY PROPERTY,  
PROPRIETARY INFORMATION AND TRADE SECRETS**

As an employee or independent contractor/agent of The Golden Road Motor Inn, Inc., d.b.a. Atlantis Casino Resort Spa, (hereinafter "Atlantis"), I acknowledge that I have received and reviewed a copy of this agreement and the attached Atlantis policy pertaining to company property, proprietary information and trade secrets, (hereinafter the "policy"). Additionally, I acknowledge that I have been advised by Atlantis management to review this agreement and the policy carefully, and to consult with my own legal counsel regarding the policy and that I have accordingly been given adequate opportunity to do so prior to entering into this agreement.

After having thoroughly reviewed the policy and in consideration of my future and/or continued employment or independent contract/agent status with Atlantis, I hereby agree to fully and completely comply with and abide by the attached Atlantis policy pertaining to company property, proprietary information and trade secrets. I understand that my failure to abide by the policy may result in my termination and that legal action may be brought against me.

In agreeing to fully abide by the policy in its entirety, I specifically agree not to use or disseminate any Atlantis property, tangible, intellectual or otherwise, in any way that may potentially benefit any person or entity other than Atlantis. I understand that I will be bound by this agreement after termination of my employment or representation of Atlantis. I further agree that I will not disseminate to Atlantis or to any Atlantis employee or agent any information that would violate any State or Federal Trade Secrets laws, nor will I wrongfully use any such information in my employment with Atlantis. In the event it is determined that I have wrongfully used such information in my employ with Atlantis or disseminated such information to Atlantis, its employees or agents, I will hold Atlantis harmless from any legal action which may relate to such use or dissemination.

I recognize and agree that my status as an "at-will" employee or independent contractor/agent is in no way affected by entering into this agreement and that I am not hereby entering into any employment contract or agreement which would in any way bestow or confer upon me any rights beyond those of an at-will employee or agent.

I agree that Nevada law will govern any dispute that may arise out of this agreement and that The Second Judicial District Court for the State of Nevada will be the venue for any related litigation.


I agree that each portion of the policy as well as each portion of this agreement is severable from all other portions and that, in the event that any portion of either the attached policy or this agreement is determined to be void by a court of competent jurisdiction, the remaining portions of the attached policy and/or this agreement shall remain in full force and affect.

**ATLANTIS COMPANY POLICY REGARDING COMPANY PROPERTY,  
PROPRIETRY INFORMATION AND TRADE SECRETS**

I acknowledge that I have been given adequate opportunity to discuss the policy and this agreement with my superior(s) at Atlantis, that I understand both documents and that I am entering into this agreement voluntarily.

Dated this 19 day of Jan, 2011.

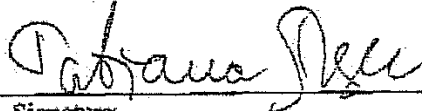
Employee/Agent

  
Signature

SUMONA ISLAM


Print Name

Witness

  
Signature

Tatiana Isen  
Print Name

Atlantis Casino Resort, by:

  
Signature

Rebecca Meador  
Print Name

I acknowledge that I do not have in my possession outside of the Atlantis Casino Resort any tangible or intellectual property of the Atlantis.

Dated this 19 day of Jan, 2011.

Signed

  
Signature

SUMONA ISLAM

Print Name

# **EXHIBIT 4**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

# **EXHIBIT 4**

NON-COMPETE/NON-SOLICITATION AGREEMENT

WHEREAS, Golden Road Motor Inn, Inc. dba Atlantis Casino Resort Spa (hereinafter "Atlantis") has a legitimate business interest in effectively competing in the marketplace and protecting its investment in employee capital and confidential information; and

WHEREAS, Sumona Islam (hereinafter "Team Member") desires to have employment or continue employment with Atlantis and enjoy the compensation and other benefits associated with said employment;

IN CONSIDERATION there for, Team Member HEREBY AGREES as follows:

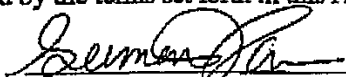
Non-Compete. In the event that the employment relationship between Atlantis and Team Member ends for any reason, either voluntary or non-voluntary, Team Member agrees that (s)he will not, without the prior written consent of Atlantis, be employed by, in any way affiliated with, or provide any services to, any gaming business or enterprise located within 150 miles of Atlantis Casino Resort for a period of one (1) year after the date that the employment relationship between Atlantis and Team Member ends.

Non-Solicitation. In the event that the employment relationship between Atlantis and Team Member ends for any reason, either voluntary or non-voluntary, Team Member agrees that (s)he will not, at any time prior to two (2) years from the date that the employment relationship ends, either directly or indirectly, induce, persuade or attempt to induce any other Atlantis employee to leave or abandon employment with the Atlantis for any reason whatsoever.

Injunctive Relief. Team Member agrees that the Non-Compete and Non-Solicitation Clauses above are the minimum necessary to protect the Atlantis in the use and enjoyment of the confidential information and the good will of the business of the Atlantis. Team member further agrees that damages cannot fully and adequately compensate Atlantis in the event of a breach or violation of said clauses and that, without limiting the right of Atlantis to seek all other legal and equitable remedies available to it, Atlantis shall be entitled to injunctive relief, including but not limited to a temporary restraining order, temporary injunction and permanent injunction to prevent any such violations or any continuation of such violations. The granting of injunctive relief will not act as a waiver by Atlantis to pursue any and all remedies.

Employment At-Will. This Agreement does not create an obligation of continued employment on the part of either Team Member nor Atlantis. Nothing in this Agreement is intended to, nor does, alter the employment at-will relationship between Atlantis and Team Member.

By signing below, Team Member acknowledges his intent and agreement to be legally bound by the terms set forth in this Agreement.

  
(Signature of Team Member)

Date: 2/26/10

# **EXHIBIT 5**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

# **EXHIBIT 5**



April 6, 2012

Grand Sierra Resort  
2500 E. Second St.  
Reno, NV 89595  
Attn: Mr. Tom Flaherty, Vice President of Casino Operations

By Facsimile & Certified Mail - return receipt requested

Re: Potential Trade Secret Violations

Dear Mr. Flaherty:

It has been brought to our attention that Grand Sierra Resort ("GSR") employee, Sumona Islam, has been contacting Atlantis guests for the purpose of soliciting their business at the GSR. Ms. Islam previously was employed as an executive host at the Atlantis and had access to confidential and proprietary information concerning Atlantis guests. We are advised that Ms. Islam is soliciting Atlantis guests to patronize the GSR, even though they do not know her, nor do they have a relationship with the GSR. We reasonably believe that her contact with these guests was facilitated by improper use of Atlantis' information. As such, we believe the solicitation of such guests by Ms. Islam to be potentially improper and illegal.

I enclose herewith a copy of correspondence which I have mailed contemporaneously to Ms. Islam, requesting her to cease and desist from all improper contact which is in violation of the Atlantis Company Policy Regarding Company Property, Proprietary Information and Trade Secrets and her agreement to comply therewith. I also enclose a copy of the referenced Atlantis policy signed by Ms. Islam for your information. In addition to her contractual agreement pursuant to the policy, I also have reminded Ms. Islam of her civil obligations not to utilize Atlantis' trade secrets improperly, as codified by the Uniform Trade Secrets Act and developed in common law. Through my correspondence I have requested her to refrain from such violations. We have requested Ms. Islam to return to the Atlantis immediately any property, including but not limited to guest information, belonging to the Atlantis or alternatively, to verify in writing to us that she does not have any.

By way of this letter, we are putting you and the GSR on notice of Atlantis' concerns in this regard, and our demand that Ms. Islam cease and refrain from all improper guest contact. Additionally, I wish to call to your attention the potential for legal liability on the part of GSR for improper use of information protected under the Uniform Trade Secrets Act. If you are not familiar with the potential for liability under the Uniform Trade Secrets Act, you may wish to review the Act and/or seek legal counsel with regard thereto. If GSR has incorporated into its data base or other records confidential information that is the property of the Atlantis, we demand that GSR immediately advise us of the same, so that we may arrive at a mutually agreeable way to assure that all such information is effectively extracted and returned to the Atlantis.

Grand Sierra Resort  
Mr. Tom Flaherty, Vice President of Casino Operations  
April 6, 2012  
Page 2 of 2

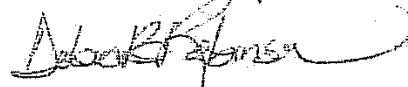
It is our hope that upon receipt of this correspondence, adequate measures will be taken by GSR to assure that there will be no future violations of Atlantis' legal rights by Ms. Islam and/or the GSR. In the event of violations subsequent to this notice, Atlantis may elect to protect its rights through legal recourse.

Thank you for your anticipated cooperation in addressing this issue within your organization immediately, so as to preclude any future intentional, or unintentional, misconduct.

Very truly yours,

ATLANTIS CASINO RESORT SPA

By:



Debra B. Robinson, Esq.  
General Counsel

DBR/hs  
(Encls. as stated)

cc: Darlyne Sullivan (Atlantis - General Manager)





April 6, 2012

Sumona Islam  
5850 Starcrest Ave.  
Reno, NV 89523

By Certified Mail – return receipt requested

Dear Ms. Islam:

Numerous Atlantis guests are reporting that they are being contacted by you for the purpose of persuading them to become customers of your new employer, the Grand Sierra Resort ("GSR"). The guests state that they have never had any host relationship with you, and they are not pleased that you are contacting them. They presume that you took their contact information with you when you left the Atlantis because GSR would have no legitimate other source by which to obtain their identity and contact information. Guests have brought us copies of the letters that you are sending out, offering that if these guests contact you personally, you will provide them with a substantial amount of free play credit at the GSR. These Atlantis guests state that they never before received personalized offers from GSR.

It appears to us that you are making marketing offers to guests who have never been in your book of trade, targeting them based upon proprietary information that you learned about their marketing worth while you were an employee of the Atlantis, and using address information stolen from the Atlantis to make the contact. **By way of this letter the Atlantis is demanding that you immediately cease and desist all of your marketing-related conduct that violates federal and/or state law, and/or breaches the Confidentiality Agreement that you signed with the Atlantis upon commencement of your employment and thereafter renewed every year of your employment.** I have enclosed a copy for your reference.

You entered into a binding contractual obligation with the Atlantis to protect confidential information belonging to the Atlantis, and agreed that this obligation continues even after the termination of your employment at the Atlantis. Additionally, you have a civil statutory obligation not to improperly utilize Atlantis trade secrets. If you are not sure of your obligations under the Uniform Trade Secrets Act, I recommend that you consult legal counsel who can advise you in that area.

We are also aware of your malfeasance preceding your resignation that includes sabotage of the Atlantis guest information data base. We have electronic records documenting your misdeeds and we are evaluating appropriate legal action with regard thereto.

Ms. Sumona Islam

April 6, 2012

Page 2 of 2

We demand that within seven days after your receipt of this letter you return all Atlantis property you took from the Atlantis, or that has otherwise come into your possession. If it is your position that you took no Atlantis property and/or are not in possession of any, please provide that response to me in writing. You may contact me at 775-824-4489 to make arrangements to return Atlantis' property. I strongly urge you not to destroy any documents or evidence that may be relevant to Atlantis' legal claims against you, as that could lead to further civil and/or criminal charges.

I will expect to receive your response within seven days. Your failure to respond will be deemed by us as an admission that you participated in the acts outlined herein.

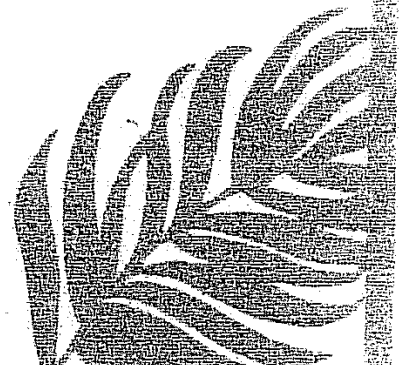
Very truly yours,



Debra B. Robinson, Esq.  
General Counsel

DBR/hs  
(Encls. as stated)

cc: Mr. Tom Flaherty – Grand Sierra Resort, Vice President of Operations



**ATLANTIS COMPANY POLICY REGARDING COMPANY PROPERTY,  
PROPRIETRY INFORMATION AND TRADE SECRETS**

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Intellectual property may include hotel or casino customer/guest lists with facts about those customers' preferences, histories and other personal or business information. Such information may be provided to the employee or representative by Atlantis or developed by that person while employed by or representing Atlantis. Intellectual property may also include knowledge regarding future expansion or other development plans for Atlantis, marketing and advertising schemes and strategies, promotions, computer or other programs, financial, business and other records or documents pertaining to Atlantis and/or its customers, guests and/or Team Members. This information may be contained in Atlantis' computer database, or it may be known simply because of your role in the Atlantis' operations. Intellectual property is essentially "company information". Such information is proprietary and may constitute "trade secrets" intended solely for the use and benefit of Atlantis. While items listed in the paragraph illustrate some of the types of intellectual property that Atlantis employees and agents may obtain, this is not an exhaustive list. This policy applies to any and all intellectual property of Atlantis.

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Furthermore, Atlantis does not accept or use information from employees or others, the dissemination of which would violate State or Federal Trade Secrets laws. By entering into ATLANTIS' "ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT TO COMPLY WITH COMPANY POLICY", Atlantis employees and agents agree not to use or disseminate information to Atlantis, its employees, agents or others, which would violate any Trade Secrets laws.

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**ATLANTIS COMPANY POLICY REGARDING COMPANY PROPERTY,  
PROPRIETARY INFORMATION AND TRADE SECRETS**

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After having thoroughly reviewed the policy and in consideration of my future and/or continued employment or independent contract/agent status with Atlantis, I hereby agree to fully and completely comply with and abide by the attached Atlantis policy pertaining to company property, proprietary information and trade secrets. I understand that my failure to abide by the policy may result in my termination and that legal action may be brought against me.

In agreeing to fully abide by the policy in its entirety, I specifically agree not to use or disseminate any Atlantis property, tangible, intellectual or otherwise, in any way that may potentially benefit any person or entity other than Atlantis. I understand that I will be bound by this agreement after termination of my employment or representation of Atlantis. I further agree that I will not disseminate to Atlantis or to any Atlantis employee or agent any information that would violate any State or Federal Trade Secrets laws, nor will I wrongfully use any such information in my employment with Atlantis. In the event it is determined that I have wrongfully used such information in my employ with Atlantis or disseminated such information to Atlantis, its employees or agents, I will hold Atlantis harmless from any legal action which may relate to such use or dissemination.

I recognize and agree that my status as an "at-will" employee or independent contractor/agent is in no way affected by entering into this agreement and that I am not hereby entering into any employment contract or agreement which would in any way bestow or confer upon me any rights beyond those of an at-will employee or agent.

I agree that Nevada law will govern any dispute that may arise out of this agreement and that The Second Judicial District Court for the State of Nevada will be the venue for any related litigation.


I agree that each portion of the policy as well as each portion of this agreement is severable from all other portions and that, in the event that any portion of either the attached policy or this agreement is determined to be void by a court of competent jurisdiction, the remaining portions of the attached policy and/or this agreement shall remain in full force and affect.

**ATLANTIS COMPANY POLICY REGARDING COMPANY PROPERTY,  
PROPRIETARY INFORMATION AND TRADE SECRETS**

I acknowledge that I have been given adequate opportunity to discuss the policy and this agreement with my superior(s) at Atlantis, that I understand both documents and that I am entering into this agreement voluntarily.

Dated this 19 day of Jan, 2011.

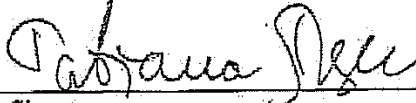
Employee/Agent

  
Signature

SUMONA ISLAM


Print Name

Witness

  
Signature

Tatiana Isen  
Print Name

Atlantis Casino Resort, by:

  
Signature

Rebecca Meador  
Print Name

I acknowledge that I do not have in my possession outside of the Atlantis Casino Resort any tangible or intellectual property of the Atlantis.

Dated this 19 day of Jan, 2011.

Signed

  
Signature

SUMONA ISLAM

Print Name

**\*\* Transmit Confirmation Report \*\***

P.1

MONARCH CASINO, INC. Fax: 775-332-9171

Apr 9 2012 03:16pm

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## FAX TRANSMISSION

### ATLANTIS CASINO RESORT

Legal Office  
3900 South Virginia Street  
Reno, NV 89502  
(775) 824-4489  
Fax: (775) 332-9164

To: Grand Sierra Resort  
Attn: Tom Flaherty  
- V.P. of Casino Operations

Date: April 9, 2012

Fax #: 789-2561

Pages: 8, including this cover sheet.

From: Debra B. Robinson, Esq.

Subject: Potential Trade Secret Violations

#### COMMENTS:

Please see correspondence that follows.

# FAX TRANSMISSION

## ATLANTIS CASINO RESORT

Legal Office  
3800 South Virginia Street  
Reno, NV 89502  
(775) 824-4489  
Fax: (775) 332-9164

**To:** Grand Sierra Resort  
Attn: Tom Flaherty  
- V.P., of Casino Operations

**Date:** April 9, 2012

**Fax #:** 789-2561

**Pages:** 8, including this cover sheet.

**From:** Debra B. Robinson, Esq.

**Subject:** Potential Trade Secret Violations

### COMMENTS:

Please see correspondence that follows.

# **EXHIBIT 6**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

**EXHIBIT 6**



**COHEN | JOHNSON**  
**ATTORNEYS & COUNSELORS AT LAW**

6293 Dean Martin Drive, Suite G  
Las Vegas, Nevada 89118  
702-823-3500 tel  
702-823-3400 fax

Steven B. Cohen, Esq.  
scohen@cohenjohnson.com

April 18, 2012

*Via Certified Mail and Email*

Debra B. Robinson, Esq.  
Atlantis Casino Resort Spa  
3800 South Virginia Street  
Reno, NV 89502  
drobinson@monarchcasino.com

**CONFIDENTIAL COMMUNICATION IN FURTHERANCE OF SETTLEMENT**

RE: Sumona Islam; Trade Secrets

Dear Ms. Robinson:

**I. INTRODUCTION**

I am in receipt of your letters to Grand Sierra Resort ("GSR") and Sumona Islam, both dated April 6, 2012, and I hereby respond to the same. Initially, it should be stated that GSR has determined that there is absolutely no basis for claims of Trade Secret violations, either by GSR or by Ms. Islam.

**II. FACTS**

The Atlantis has alleged that Ms. Islam and GSR are in possession of the names on the Atlantis guest list. Based upon interviews with Ms. Islam by the management at GSR, I have determined that there is not a factual basis for any allegation of wrongdoing.

It is correct that a number of persons have been contacted by Ms. Islam through letters sent via GSR. However, this contact was in no way related to any proprietary information gained from employment at the Atlantis. Each of the persons that were contacted were either already in the GSR database, or were part of Ms. Islam's personal book of business. In fact, a number of the persons contacted have a relationship with Ms. Islam dating back to her time with Harrah's.

**Ms. Islam and GSR are not in possession of any property of the Atlantis.** Upon Ms. Islam's separation from employment at the Atlantis, she received a clearance slip stating that she is not in

...

Exhibit 6

App. 0066

COHEN | JOHNSON  
ATTORNEYS & COUNSELORS AT LAW

April 13, 2012  
Page 2

possession of any property of the Atlantis. Furthermore, as you are well aware, it would not be possible for Ms. Islam to sabotage or copy guest information database due to precautions taken by the Atlantis.

This includes the fact that the terminals used to access this data do not have printers or any other connection to allow access to download information. In that regard, I request that you immediately come forward with the information that is the basis of your allegation in your letter to Ms. Islam where you claim that she sabotaged your database.

### III. TRADE SECRETS

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

Factors to be considered when determining whether corporate information, such as customer and pricing information, is a trade secret include: (1) extent to which the information is known outside of the business and the ease or difficulty with which the acquired information could be properly acquired by others; (2) whether the information was confidential or secret; (3) extent and manner in which employer guarded the secrecy of the information; and (4) former employee's knowledge of customer's buying habits and other customer data and whether this information is known by employer's competitors. *Finkel v. Cashman Professional, Inc.*, 2012 WL 669897 (2012).

Customer information to be kept confidential pursuant to nondisclosure provision of agreement between provider of telecommunications services and competitor was not "trade secret" as defined by Nevada's Uniform Trade Secrets Act, inasmuch as information would have been ascertainable by competitor or other member of the public with reasonable diligence. *Custom Teleconnect, Inc. v. International Tele-Services, Inc.*, 254 F.Supp.2d 1173, 67 U.S.P.Q.2d 1309 (2003).

**Not every customer and pricing list will be protected as a trade secret. *Frantz*.**

The determination of whether corporate information, such as customer and pricing information, is a trade secret is a question for the finder of fact. *Id.*

Ms. Islam and GSR are not in possession of any property of the Atlantis. Furthermore, it is clear that even if Ms. Islam or GSR were in possession of the names of persons on the Atlantis guest list, those names on the guest list are not a trade secret. In addition, were the Atlantis to pursue legal action, the case would require a jury trial as the determination of a trade secret must be made by the finder of fact.

COHEN I JOHNSON  
ATTORNEYS & COUNSELORS AT LAW

April 13, 2012  
Page 3

**IV. CONCLUSION**

In sum, as gambling is not a highly specialized industry, there is going to be overlap between players and guest lists amongst casinos. Based on the foregoing, I demand that you immediately come forward with any information that Ms. Islam either sabotaged your database, or that Ms. Islam or GSR are in possession of proprietary information that is eligible to be protected as a trade secret. Otherwise, GSR will consider this issue resolved, as internal investigations have not uncovered any wrongdoing.

Very truly yours,

COHEN-JOHNSON, LLC

A handwritten signature in black ink, appearing to read "Steven B. Cohen". The signature is fluid and cursive, with a large initial "S" and "C".

STEVEN B. COHEN, ESQ.

Cc: Sumona Islam

# **EXHIBIT 7**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

# **EXHIBIT 7**

**AFFIDAVIT OF STEVE RINGKOB**

I, Steve Ringkob, being duly sworn, do hereby state as follows:

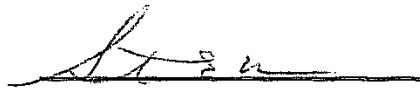
1. I am of legal age. The averments set forth in this affidavit are based on my personal knowledge of and participations in the matters recited below and, if called as a witness, I could testify competently to them. I make this affidavit in support of the Ex-Parte Motion for Temporary Restraining Order and Motion for Preliminary Injunction to which it is attached.
2. I am the Director of Slot Operations for the Atlantis Casino Resort Spa ("Atlantis") and have acted in this capacity for the last year and a half. In this position, I am aware of and know of Atlantis guests through Atlantis Casino Hosts.
3. Prior to this position, I was Director of Casino Marketing for the Atlantis where I supervised Club Paradise and casino special events and became aware of and know Atlantis guests through Atlantis Casino Hosts. Prior to that position, I was Director of VIP Services for the Atlantis for approximately three and one half years. In that position I oversaw casino hosts and their interaction with casino guests and ensuring that such interaction was productive for casino revenue.
4. Known gaming guests of the Atlantis, such as those tracked in its club or player database, are responsible for a large majority of Atlantis' overall revenue. Atlantis Casino Hosts are the interface between the Atlantis and those guests and Atlantis spends considerable resources on such hosts who are tasked with ensuring that the needs of these guests are met during their visit and to encourage return visits.
5. As such, Atlantis Casino Hosts, in order to perform their job duties, are privy to confidential, proprietary and trade secret information related to these customers/guests

such as customer/guest lists containing facts about those customers' preferences, histories and other personal, confidential or private business information.

6. This confidential, proprietary and trade secret information derives independent economic value to Atlantis, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other persons who can obtain commercial or economic value from its disclosure or use, such as Grand Sierra Resort.

7. Atlantis goes to great lengths to maintain confidentiality of its proprietary and trade secret information/data related to its guests including, but not limited to, having it casino hosts sign non-compete agreements and other agreements whereby they agree to maintain such confidentiality.

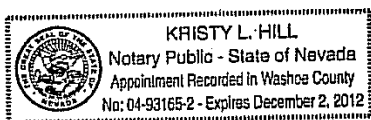
I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.



STEVE RINGKOB

State of Nevada  
County of Washoe

Subscribed and sworn to before me this  
3rd day of May, 2012.

  
NOTARY PUBLIC

# **EXHIBIT 8**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

# **EXHIBIT 8**

**AFFIDAVIT OF SUSAN MORENO**

I, Susan Moreno, being duly sworn, do hereby state as follows:

1. I am of legal age. The averments set forth in this affidavit are based on my personal knowledge of and participations in the matters recited below and, if called as a witness, I could testify competently to them. I make this affidavit in support of the Ex-Parte Motion for Temporary Restraining Order and Motion for Preliminary Injunction to which it is attached.

2. I am an Executive Casino Host for the Atlantis Casino Resort Spa ("Atlantis") and have served in that capacity for the last 13 ½ years. In that capacity, I worked with Sumona Islam when she was an Executive Casino Host for the Atlantis.

3. When Ms. Islam left the employ of the Atlantis, some of her guests were transferred to me. One such Atlantis guest that was transferred to me told me that she had received an offer from Islam at the Grand Sierra Resort despite having never played there before and never having had a club card there. See attached offer from Islam at Grand Sierra Resort which invites the guest to "make your first visit ...." More recently, this guest provided me with another invitation from the Grand Sierra Resort that was received in or about the week of April 23, 2012. See also attached invitation, redacted to protect the privacy of the guest. This guest indicated to me that she was thinking of accepting the offer of free play from the Grand Sierra Resort.

4. Another Atlantis guest assigned to me since 2003 that did not have a previous relationship with Ms. Islam informed me that he was contacted by her since her move to the Grand Sierra Resort. This guest showed me his offer from the Grand Sierra Resort offering \$550 in free slot play. He told me that prior to the solicitation he had never had



a club card at the Grand Sierra Resort, but has now signed up and accepted its offer of free play.

5. Yet another guest previously assigned to Islam that was assigned to me after her departure told me he was upset that he was receiving email solicitations from her at the Grand Sierra Resort. He was particularly concerned that his personal information was in the possession of the Grand Sierra Resort when he had not supplied it. He advised me that he had received an email solicitation from Islam that was sent to him at two email addresses, one of which was his correct email address and the other which was incorrect (likely due to Islam's false modification of personal information in the Atlantis database).

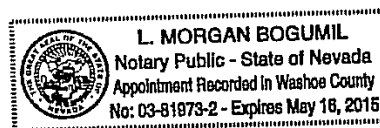
I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Susan Moreno

SUSAN MORENO

Subscribed and sworn to before me this  
3 day of May, 2012.

L. Morgan Bogumil  
NOTARY PUBLIC





Dear Kelly,

I hope this letter finds you well. I am happy to let you know I have relocated to the Grand Sierra Resort & Casino in Reno. I would like to offer you an invitation to visit me and get acquainted with this spectacular property. Our property boasts 2,000 rooms and every amenity you can imagine from fine dining to a 50 lane bowling center, movie theater, plus Funquest for the kids. There is something for everyone!

Please contact me personally to book your reservation and I will give you a complimentary three nights stay in our luxurious remodeled Summit rooms plus \$300 in free slot play or table game non negotiable chips. We give away over 1 million per month in free play to our GSReward members so as soon as you make your first visit you will see free play offers in your mailbox each month.

I look forward to hearing from you soon!

Warm Regards,

Sumona Islam  
Executive Casino Host  
Grand Sierra Resort & Casino  
Phone: 888-551-7360 x2144  
VIP Services: 888-547-2081  
Cell: 775-741-5758  
[sumona.islam@grandsierraresort.com](mailto:sumona.islam@grandsierraresort.com)

GET LUCKY AT GSR!



GRAND SIERRA  
RESORT AND CASINO

GrandSierraResort.com | (775) 788-2000 | 2500 East Second Street | Reno, NV 89595

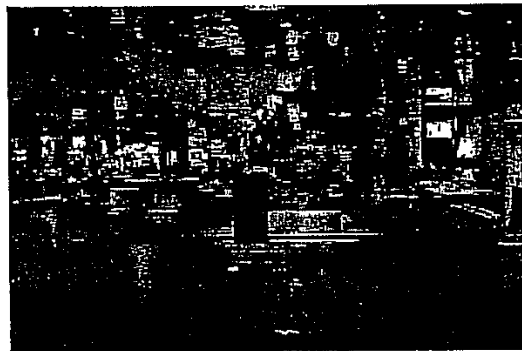


96  
Kelly



Dear Kelly,

The New Year is off to a great start for Grand Sierra Resort and Casino in Reno, Nevada. After we announced late last year that \$25 million in renovations would be made, several of the key features have begun to unveil. The first and most visible is the main entrance, which features the chandelier from the original MGM Hotel. Another exciting change, **WET**, is Reno's new premier ultra lounge and bar, located in the heart of the hotel. Reno's tequila market just got hotter with **The Cantina**, and its selection of 115 tequilas. The small Mexican plate restaurant provides an authentic and exclusive experience. It's a blast!



Grand Sierra invites you to visit our newest "STAR" - The VIP Lounge

We are happy to report that our new **VIP Lounge** is open just for you! Our Elite and Legend guests will enjoy the most beautiful VIP Lounge in Northern Nevada. Exquisite furnishings and lighting lend to a calm and quiet respite. Enjoy your favorite beverage, have a snack or order an appetizer from Charlie Palmer's restaurant before you hit the casino.

Don't miss it!

Don't wait any longer.

Come see for yourself what all the excitement is about!

Tom Flaherty  
*VP of Casino Operations*

Shelly Hadley  
*Executive Director Casino Marketing*

**GRAND SIERRA**  
RESORT AND CASINO

GrandSierraResort.com | (775) 789-2000 | 2500 East Second Street, Reno, NV 89599

# **EXHIBIT 9**

**FILED**  
Electronically  
05-03-2012:04:39:18 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2930037

# **EXHIBIT 9**

### DECLARATION OF TERESA FINN

I, Teresa Finn, declare under penalty of perjury under the laws of the State of Nevada that the following to be true and correct:

1. I am of legal age. The averments set forth in this affidavit are based on my personal knowledge of and participations in the matters recited below and, if called as a witness, I could testify competently to them. I make this affidavit in support of the Ex-Parte Motion for Temporary Restraining Order and Motion for Preliminary Injunction to which it is attached.
2. I am the Human Resources Director for the Atlantis Casino Resort Spa ("Atlantis") and have served in that capacity for one year and four months. Prior to that I was the Assistant Director of Human Resources for the Atlantis for almost five years.
3. Sumona Islam was an Executive Casino Host for the Atlantis from October 2, 2008 to January 19, 2012.
4. It is standard practice in the gaming industry to have casino hosts sign a non-compete agreement.
5. On or about January 25, 2012 I had an initial conversation with Sterling Lundgren, the Human Resources Director for the Grand Sierra Resort ("GSR") to inquire whether GSR had hired Sumona Islam. During this call I informed Mr. Lundgren that Ms. Islam has signed a non-compete agreement with the Atlantis. On January 27, 2012 Mr. Lundgren called to me to let me know that Sumona Islam had been hired as a casino host. I again advised him again that she had a non-compete agreement with the Atlantis, which he acknowledged.

6. Due to the fact that I am traveling these statements are made in the form of a declaration.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

  
\_\_\_\_\_  
**TERESA FINN**

**FILED**

Electronically

05-03-2012:04:39:18 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 2930037

1 **1030**

2 ROBERT A. DOTSON, ESQ.

3 Nevada State Bar No. 5285

4 [rdotson@laxalt-nomura.com](mailto:rdotson@laxalt-nomura.com)

5 ANGELA M. BADER, ESQ.

6 Nevada State Bar No. 5574

7 [abader@laxalt-nomura.com](mailto: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

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.: B6

19 Plaintiff,

20 vs.

21 SUMONA ISLAM, an individual; GSR  
22 ENTERPRISES, 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 **AFFIDAVIT OF ROBERT DOTSON IN SUPPORT**  
**OF MOTION FOR TEMPORARY RESTRAINING ORDER**

STATE OF NEVADA )

COUNTY OF WASHOE )

I, Robert Dotson, do hereby swear under penalty of perjury that the assertions of this  
affidavit are true, and I assert as follows:

1. I am a partner with the law firm of Laxalt & Nomura, Ltd. and duly licensed to  
practice before all courts in the state of Nevada

1           2.       This affidavit is based upon my personal knowledge, except as to those matters  
2 which are stated upon information and belief, and as to those matters, I believe it to be true, and  
3 is made in support of Plaintiff's Motion For Temporary Restraining Order ("TRO").

4           3.       As described herein the law firm of Laxalt & Nomura as been retained to  
5 represent Golden Road Motor Inn, Inc. in the above captioned matter.

6           4.       Leading up to the filing of this Motion we have had communications with counsel  
7 for GSR Enterprises, LLC dba Grand Sierra Resort. Based upon my communications with  
8 counsel Steven Cohen, despite the verbiage of April 18, 2012 letter to my client, it appears  
9 unlikely that his law firm will be representing Sumona Islam in the matter.

10          5.       Mr. Cohen's contact information is as follows: Steven B. Cohen, Esq.,  
11 Cohen/Johnson, 6293 Dean Martin Drive, Ste G, Las Vegas, Nevada 89118; (702) 823-3500 –  
12 telephone; (702) 823-3400 – facsimile and [scohen@cohenjohnson.com](mailto:scohen@cohenjohnson.com).

13          6.       My communications have primarily been with Steven Cohen of Cohen/Johnson,  
14 Attorney's and Counselors at Law, however, on April 30, 2012 we had a conference call where  
15 both Mr. Cohen and a gentleman who I understand to be his partner, Mr. Johnson, were present  
16 telephonically along with myself and my colleague, Angela Bader. During the call, among other  
17 things, we discussed the facts of the matter and our intent to proceed with a Motion for TRO.

18          7.       Following our conversation on April 30, 2012, we sent counsel the Complaint  
19 which has been filed in this matter. On May 2, 2012 I emailed Mr. Cohen and Mr. Johnson in  
20 follow up to our conversation on Monday. Specifically, I indicated that we had continued to  
21 draft our Motion For Temporary Restraining Order and Preliminary Injunction and anticipated  
22 that we would file it on May 3, 2012. I indicated that I would submit this affidavit and include  
23 their contact information herein. I assured them that I would provide them with a copy of the  
24 filed Motion and the exhibits to the Motion.

25          8.       On May 1, 2012, Sumona Islam was served with the Complaint.

26          9.       I do not know if Sumona Islam is represented by counsel.

27          10.       It is Affiant's understanding that GSR was served with the Complaint on May 3,  
28 2012.



1 11. Consistent with my representation on May 2, we have simultaneously with the  
2 submission of this Motion, transmitted a copy of the Motion and exhibits to Mr. Cohen by email.

3 12. We will cause this Affidavit and the Motion to be served upon both GSR and Ms.  
4 Islam.

5 13. Given the irreparable harm that has already been visited upon my client and will  
6 certainly continue to occur, we are requesting on behalf of our client that the Court consider this  
7 Motion For Temporary Restraining Order as soon as possible, if necessary Ex Parte, granting the  
8 same pending the hearing on the preliminary injunction.

9 14. We have communicated with counsel that the Court may wish to convene a  
10 hearing, telephonically or in person or alternatively have a conversation in chambers, prior to  
11 consideration of the motion and your Affiant will, to the extent possible and if necessary set  
12 other matters aside so as to facilitate such a hearing should that be the desire of the Court.

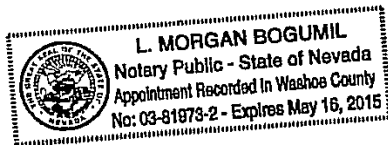
13 FURTHER, this affiant sayeth not.



14  
15 **ROBERT DOTSON**

16 SUBSCRIBED AND SWORN to before  
17 me this 3 day of May, 2012.

18   
19 NOTARY PUBLIC



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**SECOND JUDICIAL DISTRICT COURT  
COUNTY OF WASHOE, STATE OF NEVADA**

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

The undersigned does hereby affirm that the preceding document, \_\_\_\_\_  
Affidavit of Robert Dotson In Support of Motion For Temporary Restraining Order

\_\_\_\_\_ (Title of Document)

filed in case number: CV12-01171



Document does not contain the social security number of any person

-OR-



Document contains the social security number of a person as required by:



A specific state or federal law, to wit:

\_\_\_\_\_  
(State specific state or federal law)

-or-



For the administration of a public program

-or-



For an application for a federal or state grant

-or-



Confidential Family Court Information Sheet  
(NRS 125.130, NRS 125.230 and NRS 125B.055)

Date: May 3, 2012

/S/ ROBERT A. DOTSON

(Signature)

Robert A. Dotson, Esq.

(Print Name)

Plaintiff

(Attorney for)

**FILED**

Electronically

05-04-2012:10:02:24 AM

Joey Orduna Hastings

Clerk of the Court

Transaction # 2930747

1 **1067**

2 ROBERT A. DOTSON, ESQ.

3 Nevada State Bar No. 5285

4 [rdotson@laxalt-nomura.com](mailto:rdotson@laxalt-nomura.com)

5 ANGELA M. BADER, ESQ.

6 Nevada State Bar No. 5574

7 [abader@laxalt-nomura.com](mailto: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

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.: B6

19 Plaintiff,

20 vs.

21 SUMONA ISLAM, an individual; GSR  
22 ENTERPRISES, 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 **AFFIDAVIT OF SERVICE OF SUMONA ISLAM**  
**OF THE SUMMONS AND COMPLAINT**

ORIGINAL

1 CODE 4085

2  
3  
4  
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 Corporation, d/b/a  
ATLANTIS CASINO RESORT SPA

Plaintiff(s),

8 vs.

9 SUMONA ISLAM, an individual; GSR  
ENTERPRISES, LLC, a Nevada limited

Defendant(s).

10 liability company, d/b/a GRAND SIERRA RESORT;

11 ABC CORPORATIONS; XYZ PARTNERSHIPS;  
AND JOHN DOES I through X, inclusive

Case No. CV12-01171

Dept. No. B6

TO: SUMONA ISLAM

12 **SUMMONS**

13 **TO THE DEFENDANT: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**  
14 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND IN WRITING WITHIN 20 DAYS.**  
15 **READ THE INFORMATION BELOW VERY CAREFULLY.**

16 A civil complaint or petition has been filed by the plaintiff(s) against you for the relief as set forth in that  
document (see complaint or petition). When service is by publication, add a brief statement of the object of the  
action. See Nevada Rules of Civil Procedure, Rule 4(b).  
17 The object of this action is: \_\_\_\_\_

- 18 1. If you intend to defend this lawsuit, you must do the following within 20 days after service of  
this summons, exclusive of the day of service:
- 19 a. File with the Clerk of the Court, whose address is shown below, **a formal written**  
**answer** to the complaint or petition, along with the appropriate filing fees, in  
20 accordance with the rules of the Court, and;
  - 21 b. Serve a copy of your answer upon the attorney or plaintiff(s) whose name and address  
is shown below.
- 22 2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may  
enter a judgment against you for the relief demanded in the complaint or petition.

23 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

24 Issued on behalf of Plaintiff(s):

25 Name: \_\_\_\_\_

26 Address: \_\_\_\_\_

27 Phone Number: \_\_\_\_\_

JOEY ORDUNA HASTINGS,  
CLERK OF THE COURT

By: \_\_\_\_\_  
Deputy Clerk

Second Judicial District Court  
75 Court Street  
Reno, Nevada 89501

**AFFIDAVIT OF PERSONAL SERVICE**

(To be filled out and signed by the person who served the Defendant or Respondent)

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, being first duly sworn, depose and say:  
(Name of person who completed service)

1. That I am not a party to this action and I am over 18 years of age:
2. That I personally served a copy of the Summons, the Complaint for Divorce, and the following documents: \_\_\_\_\_

\_\_\_\_\_

upon \_\_\_\_\_, at the following  
(Name of Defendant or Respondent who was served)  
location: \_\_\_\_\_

\_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Month) (Year)

\_\_\_\_\_  
(Signature of person who completed service)

Subscribed and Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

GOLDEN ROAD MOTOR INN, INC., ET AL

Plaintiff,

vs.

SUMONA ISLAM, ET AL

Defendant

Case No:CV12-01171

Dept.No:



**AFFIDAVIT OF SERVICE**

STATE OF NEVADA  
COUNTY OF WASHOE ss.:

**MICHAEL PATRICK TONE**, being duly sworn says: That at all times herein affiant was and is a citizen of the United States over 18 years of age, not a party to nor interested in the proceedings in which this affidavit is made.

That affiant received copy(ies) of the SUMMONS; VERIFIED COMPLAINT FOR DAMAGES, on 05/01/2012 and served the same on **05/01/2012 at 7:24 PM** by delivering and leaving a copy with:

**SUMONA ISLAM at 5850 STARCREST AVE., Reno, NV 89523**

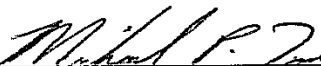
A description of the Recipient, or other person served on behalf of the Recipient is as follows:

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

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

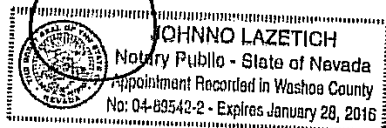
Sworn to and subscribed before me on  
05/02/2012  
by **MICHAEL PATRICK TONE**

Notary Public

X   
**MICHAEL PATRICK TONE**  
Registration#: R-062817  
Reno/Carson Messenger Service, Inc. (Lic# 322)  
185 Martin Street  
Reno, NV 89509  
775.322.2424  
Atty File#: 325.087 / MORGAN



\*4687\*



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**SECOND JUDICIAL DISTRICT COURT  
COUNTY OF WASHOE, STATE OF NEVADA**

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

The undersigned does hereby affirm that the preceding document, \_\_\_\_\_  
AFFIDAVIT OF SERVICE OF SUMONA ISLAM OF THE SUMMONS AND COMPLAINT

\_\_\_\_\_  
(Title of Document)

filed in case number: CV12-01171

☒ Document does not contain the social security number of any person

-OR-

☐ Document contains the social security number of a person as required by:

☐ A specific state or federal law, to wit:

\_\_\_\_\_  
(State specific state or federal law)

-or-

☐ For the administration of a public program

-or-

☐ For an application for a federal or state grant

-or-

☐ Confidential Family Court Information Sheet  
(NRS 125.130, NRS 125.230 and NRS 125B.055)

Date: May 4, 2012

/S/ ROBERT A. DOTSON  
(Signature)

Robert A. Dotson, Esq.  
(Print Name)

Plaintiff  
(Attorney for)

1 1090  
2 ROBERT A. DOTSON, ESQ.  
3 Nevada State Bar No. 5285  
4 [rdotson@laxalt-nomura.com](mailto:rdotson@laxalt-nomura.com)  
5 ANGELA M. BADER, ESQ.  
6 Nevada State Bar No. 5574  
7 [abader@laxalt-nomura.com](mailto: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

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 Corporation, d/b/a ATLANTIS CASINO  
17 RESORT SPA  
18 Case No.: CV12-01171  
19 Dept No.: B6

20 Plaintiff,

21 vs.

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

27 Defendants.

28 **AMENDED VERIFIED COMPLAINT FOR DAMAGES**  
**Business Court Requested**

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

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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.

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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 ///

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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.



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.

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1 IX.

2 **SEVENTH CLAIM FOR RELIEF**

3 **(Injunctive Relief as to Islam and GSR)**

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

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

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

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

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

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

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

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

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

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

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

27 80. Wherefore, Plaintiff pleads for judgment against Defendants and each of them as  
28 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

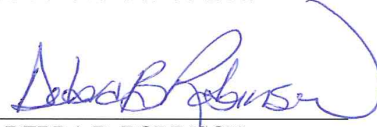
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**VERIFICATION**

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF WASHOE    )

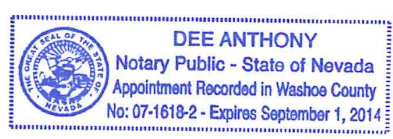
Debra Robinson does hereby swear under penalty of perjury that the assertions are true:

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  
27<sup>th</sup> 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 7<sup>th</sup> day of May, 2012.

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

**FILED**

Electronically

05-08-2012:01:58:01 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 2939145

1 **2610**

2 ROBERT A. DOTSON, ESQ.

3 Nevada State Bar No. 5285

4 [rdotson@laxalt-nomura.com](mailto:rdotson@laxalt-nomura.com)

5 ANGELA M. BADER, ESQ.

6 Nevada State Bar No. 5574

7 [abader@laxalt-nomura.com](mailto: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

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.: B6

19 Plaintiff,

20 vs.

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

26 Defendants.

27 **PLAINTIFF'S NOTICE OF NRCP 7.1 DISCLOSURE**

28 COMES NOW, Plaintiff GOLDEN ROAD MOTOR INN, INC., a Nevada corporation  
d/b/a ATLANTIS CASINO RESORT SPA, by and through its counsel of record, LAXALT &  
NOMURA, LTD. hereby provides its disclosure statement pursuant to Nevada Rule of Civil  
Procedure 7.1:

This disclosing party identifies that Monarch Casino & Resort Inc. is its parent  
corporation, that Monarch Casino & Resort Inc. is publicly held, trading on the NASDAQ  
under the ticker symbol (MCRI) and that Golden Road Motor Inn, Inc. d/b/a Atlantis Casino  
Resort Spa is a wholly owned subsidiary.

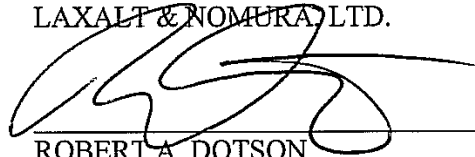
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**Affirmation Pursuant to NRS 239B.030**

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

Dated this 8 day of May, 2012.

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON

Nevada State Bar No. 5285

ANGELA M. BADER

Nevada State Bar No. 5574

9600 Gateway Drive

Reno, Nevada 89521

(775) 322-1170

Attorneys for Plaintiff



**CERTIFICATE OF SERVICE**

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

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


addressed as follows:

Sumona Islam  
5850 Starcrest Avenue  
Reno, NV 89523

Steven B. Cohen, Esq.  
Cohen/Johnson  
6293 Dean Martin Drive, Ste G  
Las Vegas, NV 89118

[scohen@cohenjohnson.com](mailto:scohen@cohenjohnson.com)

DATED this 8 day of May, 2012.

  
L. MORGAN BOGUMIL

**FILED**

Electronically  
05-09-2012:02:11:02 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 2942552

1 **3060**

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

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

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

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

Case No.: CV12-01171

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14 Plaintiff,

15 vs.

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

21 Defendants.

22 **ORDER GRANTING EX PARTE MOTION FOR TEMPORARY**  
23 **RESTRAINING ORDER AGAINST DEFENDANT SUMONA ISLAM**

24 Laxalt & Nomura, Ltd., counsel for GOLDEN ROAD MOTOR INN, INC. d/b/a  
25 ATLANTIS CASINO RESORT SPA ("PLAINTIFF" or "ATLANTIS"), has filed an *Ex-Parte*  
26 *Motion For Temporary Restraining Order and Motion for Preliminary Injunction* asking this  
27 Court to enjoin the defendants, SUMONA ISLAM ("ISLAM") and NAV-RENO-GS, LLC d/b/a  
28 GRAND SIERRA RESORT ("GSR") from particular actions alleged to be in violation of several  
agreements signed by ISLAM as a condition to her employment with ATLANTIS. The Court  
has reviewed the Verified Complaint, the Ex Parte Motion, the amended complaint and the  
affidavits attached thereto, and preliminarily finds as follows:

LAXALT & NOMURA, LTD.  
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