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

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

6 Appellant/Cross-Respondent,  
7 vs.

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

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

16 Respondent.

17 SUMONA ISLAM, an individual,  
18 Appellant

19 vs.

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

23 Respondent.

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

26 Appellant/Cross-Respondent,  
27 vs.

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

Respondent/Cross-Appellant.

Case No.: 64349

**FILED**

**NOV 07 2014**

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

Case No.: 64452

Case No.: 65497

29 **JOINT APPENDIX**  
30 **VOLUME X – FILED UNDER SEAL**

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

34 Pages 2050-2080 filed under seal  
35 Pages 2216-2241 filed under seal

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TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
DEPUTY CLERK

14-36950

1 ROBERT A. DOTSON

Nevada State Bar No. 5285

2 ANGELA M. BADER

3 Nevada State Bar No. 5574

LAXALT & NOMURA, LTD.

4 9600 Gateway Drive

5 Reno, Nevada 89521

(775) 322-1170

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

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

8 Attorneys for

Atlantis Casino Resort Spa

9  
10 MARK WRAY

Nevada State Bar No. 4425

11 LAW OFFICE OF MARK WRAY

12 608 Lander Street

Reno, NV 89509

13 Email: [mwrap@markwraylaw.com](mailto:mwrap@markwraylaw.com)

14 Attorneys for Sumona Islam

ROBERT L. EISENBERG

Nevada State Bar No. 950

LEMONS, GRUNDY & EISENBERG

6005 Plumas St, 3rd Floor

Reno, NV 89519

(775) 786-6868

Email: [rle@lge.net](mailto:rle@lge.net)

Attorneys for

Atlantis Casino Resort Spa

STEVEN B. COHEN

Nevada State Bar No. 2327

STAN JOHNSON

Nevada State Bar No. 265

TERRY KINNALLY

Nevada State Bar No. 6379

COHEN/JOHNSON

255 E. Warm Springs Rd, Ste 100

Las Vegas, NV 89119

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

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

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

Attorneys for Grand Sierra Resort

## INDEX

### VOLUME I

1		
2	Verified Complaint For Damages (04-27-12).....	App. 0001-0013
3	Ex-Parte Motion For Temporary Restraining Order	
4	and Motion For Preliminary Injunction (05-03-12) .....	App. 0014-0079
5	Affidavit of Robert Dotson In Support of	
6	Motion For Temporary Restraining Order (05-03-12).....	App. 0080-0083
7	Affidavit of Service of Sumona Islam	
8	of the Summons and Complaint (05-04-12).....	App. 0084-0088
9	Amended Verified Complaint For Damages (05-07-12) .....	App. 0089-0103
10	Plaintiff's Notice of NRCP 7.1 Disclosure (05-08-12).....	App. 0104-0106
11	Order Granting Ex Parte Motion For	
12	Temporary Restraining Order Against	
13	Defendant Sumona Islam (05-09-12) .....	App. 0107-0110
14	Notice of Entry of Order Granting Ex Parte Motion	
15	For Temporary Restraining Order Against Defendant	
16	Sumona Islam (05-10-12).....	App. 0111-0119
17	Minutes of the Court re: 05/07/12 Application For	
18	TRO Hearing (05-14-12).....	App. 0120-0123
19	Notice of Appearance (05-15-12).....	App. 0124-0127
20	Peremptory Challenge of Judge (05-15-12) .....	App. 0128-0131
21	Notice of Peremptory Challenge of Judge (05-15-12) .....	App. 0132-0135
22	Case Assignment Notification (05-16-12).....	App. 0136-0138
23	Hearing Brief (05-17-12).....	App. 0139-0222
24	Plaintiff's List of Exhibits (05-17-12).....	App. 0223-0226
25	Answer to Amended Complaint For Damages (05-31-12) .....	App. 0227-0233
26	Defendant Islam's Answer to Plaintiff	
27	Golden Road's Amended Verified	
28	Complaint For Damages (06-01-12) .....	App. 0234-0239
	Order Directing Random (sic) Assignment (06-05-12) .....	App. 0240-0241
	Case Assignment Notification (06-05-12).....	App. 0242-0244
	Order Denying Assignment to Business Court B7 (06-06-12) .....	App. 0245-0246
	Objection to Court's Order Denying Peremptory	
	Challenge of Judge; Request For Hearing (06-08-12) .....	App. 0247-0250

## **VOLUME II**

1	Order Directing Random Reassignment (6-11-12) .....	App. 0251-0253
2	Minutes of the Court re: 06/20/12 Status Hearing (6-21-12) .....	App. 0254-0256
3	Joint Case Conference Report (06-29-12) .....	App. 0257-0273
4	Pretrial Order (07-02-12) .....	App. 0274-0279
5	Order Granting Golden Road Motor Inn, Inc.'s Motion For Temporary Restraining Order Against Defendant Sumona Islam and Agreement Between Defendant Nav-Reno-GS, LLC dba Grand Sierra Resort and Golden Road Motor Inn, Inc. (07-05-12) .....	App. 0280-0283
6	Notice of Entry of Order (07-05-12) .....	App. 0284-0292
7	Notice of Posting Bond (07-06-12) .....	App. 0293-0298
8	Affidavit of Counsel In Support of Plaintiff's Motion For Partial Summary Judgment (08-22-12) .....	App. 0299-0302
9	Addendum to Motion for Partial Summary Judgment (08-22-12) .....	App. 0303-0306
10	Motion For Partial Summary Judgment (08-23-12) .....	App. 0307-0328
11	Stipulation For Preliminary Injunction (08-24-12) .....	App. 0329-0337
12	Order on Stipulation For Preliminary Injunction (08-24-12) .....	App. 0338-0339
13	Notice of Entry of Order (08-24-12) .....	App. 0340-0346
14	Stipulated Protective Order (08-27-12) .....	App. 0347-0357
15	Notice of Entry of Order (08-28-12) .....	App. 0358-0373
16	Amended Joint Case Conference Report (09-10-12) .....	App. 0374-0423
17	Opposition of Sumona Islam to Atlantis Motion For Partial Summary Judgment (09-10-12) .....	App. 0424-0456
18	Opposition to Motion For Partial Summary Judgment (09-13-12) .....	App. 0457-0479
19	Motion to Dissolve Preliminary Injunction (02-07-13) .....	App. 0480-0484
20	Stipulation to Continue Trial and Related Discovery (02-12-13) .....	App. 0485-0489
21	Non-Opposition to Motion to Dissolve Preliminary Injunction (02-12-13) .....	App. 0490-0492
22	Supplemental Opposition to Motion For Partial Summary Judgment (02-15-13) .....	App. 0493-0499

**VOLUME III**

1	Supplemental Opposition of Sumona Islam to Atlantis	
2	Motion For Partial Summary Judgment (02-19-13).....	App. 0500-0507
3	Plaintiff's Opposition to Defendant	
4	Sumona Islam's Motion to Partially	
5	Dissolve Preliminary Injunction and Countermotion	
6	to Continue Preliminary Injunction (02-22-13).....	App. 0508-0551
7	Reply In Support of Motion to Dissolve	
8	Preliminary Injunction and Opposition to Motion	
9	to Continue Injunction (02-25-13) .....	App. 0552-0556
10	Reply In Support of Plaintiff's Motion to	
11	Continue Preliminary Injunction (03-04-13) .....	App. 0557-0561
12	Reply to Islam's Oppositions to Motion	
13	For Partial Summary Judgment (03-22-13).....	App. 0562-0587
14	Affidavit of Counsel in Support of Plaintiff's	
15	Reply to Islam's Oppositions to Motion	
16	For Partial Summary Judgment (03-22-13).....	App. 0588-0591
17	Affidavit of Debra Robinson in Support of	
18	Plaintiff's Reply to Islam's Oppositions	
19	to Motion for Partial Summary Judgment (03-22-13).....	App. 0592-0594
20	Reply to GSR's Oppositions to Motion	
21	For Partial Summary Judgment (03-22-13).....	App. 0595-0617
22	Affidavit of Counsel in Support of Plaintiff's	
23	Reply to GSR's Oppositions to Motion For	
24	Partial Summary Judgment (03-22-13) .....	App. 0618-0620
25	Order [granting Motion to Dissolve	
26	Preliminary Injunction] (04-25-13) .....	App. 0621-0623
27	Order [vacating Order granting Motion to Dissolve	
28	Preliminary Injunction] (04-30-13) .....	App. 0624-0626
29	Order [partially dissolving	
30	Preliminary Injunction] (05-02-13) .....	App. 0627-0628
31	Order [denying Plaintiff's Motion	
32	for Partial Summary Judgment] (05-07-13) .....	App. 0629-0632
33	Plaintiff's Motions in Limine (05-28-13).....	App. 0633-0672
34	Motion in Limine (05-28-13) .....	App. 0673-0683

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**VOLUME IV – FILED UNDER SEAL**

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

Motion to Exclude Testimony of Brandon McNeeley Either in Support of Plaintiff's Case or in Rebuttal to The Testimony of Defendant's Expert Jeremy Aguararo (sic) and All Evidence of Damages Based on Theoretical Revenue, Lost Gamblin (sic) Days and Life Time Value of Players (05-29-13).....	App. 0684-0764
Motion For Partial Summary Judgment (06-03-13).....	App. 0765-0773
Islam's Opposition to Atlantis Motion in Limine (06-07-13).....	App. 0774-0779
Plaintiff's Opposition to Defendants' Motions in Limine (06-07-13).....	App. 0780-0794
Affidavit of Counsel in Support of Plaintiff's Opposition to Defendants' Motions in Limine (06-07-13).....	App. 0795-0879
Alternative Opposition to GSR's Motion For Partial Summary Judgment (06-14-13).....	App. 0880-0893
Affidavit of Counsel in Support of Alternative Opposition to GSR's Motion For Partial Summary Judgment (06-14-13).....	App. 0894-0897
Defendant GSR's Objection to Plaintiff Golden Road's Pre-Trial Disclosure of Witnesses and Exhibits (06-14-13) .....	App. 0898-0905
Defendant Sumona Islam's Joinder in Grand Sierra's Objections to the Atlantis' Pre-Trial Disclosures (06-14-13) .....	App. 0906-0909
Trial Statement of Defendant Sumona Islam (06-26-13).....	App. 0910-0925

**VOLUME V – FILED UNDER SEAL**

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

Plaintiff's Trial Statement (06-26-13).....	App. 0926-1042
Defendant GSR's Trial Statement Pursuant to Local Rule 5 (06-27-13).....	App. 1043-1064
Minutes of the Court re: 06/10/13 Pre-Trial Conference (06-27-13) .....	App. 1065-1066
Order Substituting Defendant and Changing Caption (07-01-13).....	App. 1067-1068
Minutes of the Court re: 7/1/13 Bench Trial (Days 1 – 11) including the Exhibit List (07-26-13) .....	App. 1069-1090

1 Plaintiff's Verified Memorandum of Costs (08-05-13) .....App. 1091-1159

2 Defendant Sumona Islam's  
3 Motion to Retax Costs (08-07-13).....App. 1160-1167

4 **VOLUME VI – FILED UNDER SEAL**

5 **This Volume is filed under seal pursuant to the Stipulated Protective Order  
6 entered on August 27, 2012 by the district court (2 App. 347-357) and by  
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8 Submission of Proposed Findings of  
9 Fact and Conclusions of Law (08-13-13).....App. 1168-1212

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

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

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

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

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

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

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

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

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

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

**VOLUME VII**

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

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

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

///

1	Findings of Fact and Conclusions of Law and Judgment (09-27-13).....	App. 1456-1462
2	Memmorandum (sic) of Costs (09-30-13).....	App. 1463-1562
3	Notice of Submission of Documents in Camera in Support of Plaintiff's Motion For Costs and Attorney's Fees (10-01-13).....	App. 1563-1565
4		
5	Notice of Entry of Findings of Fact and Conclusions of Law and Order (10-01-13) .....	App. 1566-1586
6	Notice of Entry of Findings of Fact and Conclusions of Law and Judgment (10-01-13) .....	App. 1587-1598
7		
8	Islam's Objection to Submission of Atlantis Attorneys Fees Records For In Camera Review Only (10-02-13).....	App. 1599-1602
9	Plaintiff's Motion to Retax Costs of Defendant Grand Sierra Resort (10-03-13) .....	App. 1603-1610
10		
11	Reply to Plaintiff's Objection to Defendant GSR's Memmorandum (sic) of Costs (10-09-13).....	App. 1611-1624
12	Reply in Support of Plaintiff's Motion to Retax Costs of Defendant Grand Sierra Resort (10-17-13).....	App. 1625-1630
13		
14	Motion For Award of Attorney's Fees and Costs to Defendant GSR Pursuant to NRS 600A.060, NRCP 68 and NRS 17.115 (10-19-13).....	App. 1631-1654
15		

### **VOLUME VIII**

16		
17	Affidavit of Counsel in Support of Motion For Award of Attorney's Fees and Costs to Defendant GSR Pursuant to NRS 600A.060, NRCP 68 and NRS 17.115 (10-19-13).....	App. 1655-1770
18		
19	Notice of Submission of Documents In Camera in Support of Defendant GSR's Motion for Award of Attorney's Fees and Costs (10-19-13).....	App. 1771-1773
20		
21	Notice of Appeal [Atlantis] (10-30-13) .....	App. 1774-1812
22	Islam's Response to Grand Sierra's Motion for Attorneys Fees (11-01-13) .....	App. 1813-1817
23	Plaintiff's Opposition to GSR's Motion For Award of Attorney's Fees and Costs (11-04-13) .....	App. 1818-1831
24		

### **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).**

25		
26		
27	Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Motion For Award of Attorney's Fees and Costs (11-04-13).....	App. 1832-1906
28		



1	Plaintiff's Motion to Stay Enforcement of Judgment	
2	and For Injunction Pending Appeal (11-04-13) .....	App. 1907-2009
3	Order [for GSR to resubmit invoices] (11-06-13) .....	App. 2010-2012
4	Notice of Appeal [Islam] (11-08-13) .....	App. 2013-2016
5	Order [awarding attorney's fees and costs] (11-08-13) .....	App. 2017-2022
6	Defendant Sumona Islam's Motion For Order	
7	to File Attorneys Fees Records of Atlantis in	
8	the Official Court Record (11-13-13).....	App. 2023-2028
9	Amended Notice of Appeal [Islam] (11-15-13) .....	App. 2029-2032
10	<b><u>VOLUME X – 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	GSR's Opposition to Plaintiff's Motion to Stay	
15	Enforcement of Judgment and For Injunction	
16	Pending Appeal (11-20-13) .....	App. 2033-2088
17	Plaintiff's Motion For Clarification of Order	
18	Regarding Attorney's Fees and Costs (11-21-13).....	App. 2089-2092
19	Islam's Opposition to Atlantis Motion For Stay	
20	and Injunction on Appeal, and Alternatively,	
21	Cross-Motion For Stay on Appeal Upon	
22	Posting of Nominal Bond (11-21-13) .....	App. 2093-2097
23	Plaintiff's Response to Islam's Motion For	
24	Order to File Attorneys Fees Records of Atlantis	
25	in The Official Court Record (11-21-13) .....	App. 2098-2102
26	Reply in Support of Plaintiff's Motion to	
27	Stay Enforcement of Judgment and For Injunction	
28	Pending Appeal and Response to Islam's Cross-	
	Motion For Stay on Appeal (11-27-13) .....	App. 2103-2110
	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
	Islam's Opposition to The Atlantis Motion For	
	Clarification of Order Regarding Attorneys	
	Fees and Costs (12-04-13).....	App. 2117-2120
	Reply in Support of Plaintiff's Motion For	
	Clarification of Order Regarding Attorney's	
	Fees and Costs (12-10-13) .....	App. 2121-2125
	///	

1	Order [denying Atlantis' Motion to Stay Enforcement] (12-24-13) .....	App. 2126-2128
2	Order [denying Islam's Motion to File Attorney's Fees Records of Atlantis in the Official Court Record] (12-24-13) .....	App. 2129-2131
3	Notice of Entry of Orders (12-26-13).....	App. 2132-2143
4	Order [granting Plaintiff's Motion for Clarification] (01-03-14) .....	App. 2144-2146
5	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
6	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
7	Plaintiff's Opposition to GSR's Renewed Motion For Award of Attorney's Fees and Costs (02-06-14).....	App. 2187-2202
8	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
9	<b><u>VOLUME XI</u></b>	
10	Reply to Plaintiff's Opposition to Defendant GSR's Renewed Motion For Attorneys Fees (02-18-14).....	App. 2278-2295
11	First Amended Order [awarding attorney's fees and costs] (03-10-14) .....	App. 2296-2301
12	Notice of Entry of First Amended Order (03-13-14) .....	App. 2302-2312
13	Order [awarding GSR attorney's fees] (03-14-14).....	App. 2313-2319
14	Notice of Entry of Order (04-11-14) .....	App. 2320-2331
15	Notice of Appeal [GSR] (04-14-14) .....	App. 2332-2356
16	Amended Notice of Appeal [Atlantis] (04-21-14) .....	App. 2357-2373
17	Amended Notice of Appeal [GSR] (05-05-14) .....	App. 2374-2398
18	Amended Notice of Appeal [GSR] (05-08-14) .....	App. 2399-2436
19	///	
20	///	
21	///	

**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**

**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 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  
(ATL 0005 – 0018).....App. 4269-4283

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

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

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

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

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

24 Trial Exhibit 8  
Audit History (redacted) of the modifications  
25 made by Ms. Islam to the customer database  
(ATL 0044 – 0048).....App. 4318-4323

26  
27  
28 ///

1	Trial Exhibit 9	
2	Audit History (unredacted) of the modifications made by Ms. Islam to the customer database (ATL 0044a – 0048a) .....	App. 4324-4329
3	Trial Exhibit 10	
4	Example of GSR solicitations (ATL 0049) .....	App. 4330-4331
5	Trial Exhibit 11	
6	Example of GSR solicitations (ATL 0050) .....	App. 4332-4333
7	Trial Exhibit 12	
8	Example of GSR solicitations (ATL 0051) .....	App. 4334-4335
9	Trial Exhibit 13	
10	Example of GSR solicitations (ATL 0052) .....	App. 4336-4337
11	Trial Exhibit 14	
12	Offer letter and draft offer letter (GSR 00026 - 00027 and GSR 0007 - 0008) .....	App. 4338-4342
13	Trial Exhibit 15	
14	GSR Confidentiality and Non-Disclosure Agreement (GSR 00004) .....	App. 4343-4344
15	Trial Exhibit 16	
16	GSR Database Agreement (GSR 00005) .....	App. 4345-4346
17	Trial Exhibit 17	
18	Remainder of employment file of Sumona Islam (GSR 00001 – 00003, 00006, 00009 – 00025, 00028 - 00029) .....	App. 4347-4370
19		
20	Trial Exhibit 18	
21	Order Granting Golden Road Motor Inn, Inc.'s Motion For Temporary Restraining Order Against Defendant Sumona Islam and Agreement Between Defendant Nav-Reno-GS, LLC dba Grand Sierra Resort and Golden Road Motor Inn Inc., entered on July 5, 2012 .....	App. 4371-4375
22		
23	Trial Exhibit 19	
24	GSR list of guests coded to Islam at GSR (GSR 00740-00752) .....	App. 4376-4389
25	Trial Exhibit 20	
26	Atlantis' job description for Executive Casino Host (ATL 0284 – 0285) .....	App. 4390-4392
27	Trial Exhibit 21	
28	Atlantis' job description for Concierge Manager (ATL 0286) .....	App. 4393-4394

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

1	Trial Exhibit 60	
2	Resume of Brandon C. McNeely	
	(ATL 0992 – 0994) .....	App. 4900-4903
3	Trial Exhibit 61	
4	Atlantis Customer Lifetime Value calculations	
	and Harvard Business Review case study	
	(ATL 0973 – 0990).....	App. 4904-4922
5	Trial Exhibit 62	
6	Black's Law Dictionary and Webster's	
7	Dictionary definition of "sabotage"	
	(ATL 0995 – 1000).....	App. 4923-4929
8	Trial Exhibit 63	
9	Guest contact list prepared by Frank DeCarlo	
	at the direction of Debra Robinson	
	(ATL 1609).....	App. 4930-4931
10	Trial Exhibit 64	
11	Email string dated 4/5/12 regarding guest Arsenault	
	(ATL 1617 – 1618).....	App. 4932-4934
12	Trial Exhibit 65	
13	Email string dated 4/10/12 regarding guest Davidson	
	(ATL 1619 – 1620).....	App. 4935-4937
14	Trial Exhibit 66	
15	Email dated 4/17/12 regarding guest Scheider	
	(ATL 1621).....	App. 4938-4939
16	Trial Exhibit 67	
17	Portions of David Law's personnel file,	
	redacted as to Social Security number	
	(ATL 1667 – 1681).....	App. 4940-4955
19	Trial Exhibit 68	
20	Portions of Lilia Santos' personnel file,	
	redacted as to Social Security number	
	(ATL 1682 – 1695).....	App. 4956-4970
21	<b>VOLUME XXIV – FILED UNDER SEAL</b>	
22	<b>This Volume is filed under seal pursuant to the Stipulated Protective Order</b>	
23	<b>entered on August 27, 2012 by the district court (2 App. 347-357) and by</b>	
	<b>order of the district court during trial (19 App. 3948:12-13).</b>	
24	Trial Exhibit 69	
25	Concierge Desk Schedules	
	(ATL 1740 – 1766).....	App. 4971-4998
26	Trial Exhibit 70	
27	Emails regarding Ramon Mondragon	
	(ATL 1776 – 1785).....	App. 4999-5009
28	///	

1	Trial Exhibit 71	
2	IT Help Desk Notes for Frank DeCarlo's email	
3	(ATL 1786 – 1798).....	App. 5010-5023
4	Trial Exhibit 72	
5	Internet Authorization Form signed by Sumona Islam	
6	(ATL 0152).....	App. 5024-5025
7	Trial Exhibit 73	
8	Transcript of May 3, 2012 GSR Investigatory Interview	
9	Recording with Sumona Islam	
10	(GSR02130 – GSR02133).....	App. 5026-5030
11	Trial Exhibit 74	
12	Demonstrative exhibit	
13	List of emails prepared by Mark Wray	
14	(Deposition Exhibit 53) .....	App. 5031-5036
15	Trial Exhibit 75	
16	Islam's Book of Trade produced to Atlantis	
17	with notes from Atlantis	
18	(ATL 0213 – 0265).....	App. 5037-5090
19	Trial Exhibit 76	
20	Sumona Islam's Hallmark card .....	App. 5091-5092
21	Trial Exhibit 77	
22	Compilation of GSR/Islam	
23	Emails in chronological order.....	App. 5093-5220
24	<b><u>VOLUME XXV – FILED UNDER SEAL</u></b>	
25	<b>This Volume is filed under seal pursuant to the Stipulated Protective Order</b>	
26	<b>entered on August 27, 2012 by the district court (2 App. 347-357) and by</b>	
27	<b>order of the district court during trial (19 App. 3948:12-13).</b>	
28	[Continued] Trial Exhibit 77	
29	Compilation of GSR/Islam Emails	
30	in chronological order.....	App. 5221-5428
31	Trial Exhibit 78	
32	Additional signature pages to Trade Secret	
33	Agreement and Business Ethics policy	
34	and Code of Conduct Agreement	
35	(ATL 0100 - 0101, 0103, 0128 - 0130) .....	App. 5429-5435
36	Trial Exhibit 80	
37	Full handwritten client list produced by Islam	
38	(ISLAM 1- 276).....	App. 5436-5470
39	///	
40	///	
41	///	
42	///	

**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

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

**FILED**  
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Clerk of the Court  
Transaction # 4146407

1 **COHEN-JOHNSON, LLC**  
2 **H. STAN JOHNSON**  
3 Nevada Bar No. 00265  
4 sjohnson@cohenjohnson.com  
5 **STEVEN B. COHEN, ESQ.**  
6 Nevada Bar No. 2327  
7 255 E. Warm Springs Road  
8 Suite100  
9 Las Vegas, Nevada 89119  
10 Telephone: (702) 823-3500  
11 Facsimile: (702) 823-3400  
12 Attorneys for Grand Sierra Resort

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

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

14 **Plaintiff,**

15 **vs.**

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

19 **Defendants.**

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

18 **GSR'S OPPOSITION TO PLAINTIFF'S MOTION TO STAY**

19 **ENFORCEMENT OF JUDGMENT AND FOR INJUNCTION PENDING APPEAL**

20 Now comes Defendant GSR by and through its attorneys of record H. Stan Johnson, Esq.  
21 and Steven B. Cohen, Esq of the law firm of Cohen Johnson LLC and in Opposition to Plaintiff's  
22 Motion to Stay Enforcement of judgment and for Injunction Pending Appeal reply states as  
23 follows:

24 ///

25 ///

26 ///

27 ///

28 ///

1 This Opposition is based on the documents and pleadings already filed, the Points and  
2 Authorities attached hereto and any argument which the Court may allow at a hearing of this  
3 matter.

4 Dated this 19<sup>th</sup> day of November, 2013.

5 COHEN-JOHNSON, LLC

6  
7 /s/ H. Stan Johnson  
8 H. STAN JOHNSON  
9 Nevada Bar No. 00265  
10 STEVEN B. COHEN, ESQ.  
11 Nevada Bar No. 2327  
12 255 E. Warm Springs Road, Suite 100  
13 Las Vegas, Nevada 89119  
14 Telephone: (702) 823-3500  
15 Facsimile: (702) 823-3400  
16 Attorneys for Grand Sierra Resort

17 **POINTS AND AUTHORITIES**

18 **I STATEMENT OF PROCEEDINGS**

19 Plaintiff Golden Road Motor Inn d/b/a Atlantis Casino Resort Spa (hereinafter Atlantis)  
20 brought suit alleging the MEI -GSR HOLDINGS LLC d/b/a Grand Sierra Resort (hereinafter  
21 GSR) had violated NRS 600A.030 et seq. commonly known as the Trade Secret Act. During the  
22 course of the litigation the parties stipulated to a preliminary injunction which provided that it  
23 would expire upon the conclusion of the bench trial in this matter (Exhibit 1 p. 3 ll 11-13<sup>1</sup>)

24 At the bench trial of this matter the Court found specifically that what constituted a trade  
25 secret was a question of fact (Decision Attached hereto as Exhibit 2, P. 11 ll 11-12). The Court  
26 went on to make additional findings of facts the most significant of which was that GSR had not  
27 violated the Nevada Trade Secret Statutes and found in favor of GSR on all claims and further  
28 awarded attorneys' fees and costs to GSR. GSR prepared a judgment including findings of fact

1 Although the order notes that the bench trial was originally scheduled for August 27, 2013, it was  
continued with the consent of the parties until July 1, 2013. It should also be noted that the portion of the  
injunction preventing Sumona Islam to be employed by GSR had been previously dissolved and in June  
2013 Ms. Islam returned to employment at GSR.

1 and conclusions of law which the Court reviewed and edited (a copy of which is attached hereto  
2 as Exhibit 3). The Court specifically found:

3 **FACTS:**

4 6. When ISLAM began to work as a host at ATLANTIS, she  
5 brought with her what she claimed to be her personal book of trade. ...

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

12 8. Although the term "casino host book of trade" has been  
13 defined variously, it has generally been identified as those names and  
14 contact information of guests with whom the host has developed  
15 relationships through their own efforts. Ringkob defined it as those guests  
16 with whom the host has developed a relationship and it was not information  
17 coming from the casino.

18 P. 3 ll 12 -23

19 **LAW:**

20 ...5. The failure of Atlantis to produce any credible evidence at  
21 trial that GSR misappropriated trade secrets belonging to Atlantis  
22 constitutes "~~objective speciousness~~". ~~That subjective~~ bad faith *that* is  
23 shown by Plaintiff's knowledge of certain facts as set forth in the findings  
24 of facts above; the decision to move forward against GSR and the extent of  
25 the litigation against GSR despite a lack of direct evidence against GSR.  
26 This is a sufficient basis for an award of attorney fees pursuant to NRS  
27 600.060. Defendants are not required to prove a negative and under the  
28 objective specious standard a lack of evidence in the record of  
misappropriation, in addition to the actions as set forth above; is enough to  
show that the claim of misappropriation was made in bad faith (*Sasco v.*  
*Rosendin Electric Inc.*, 143 Cal. Rptr. 3d 828, 207 Cal. App 4<sup>th</sup> 837 (CA  
2012) and entitles GSR to Attorney's fees and costs in this matter.

6. That Atlantis sought, obtained and maintained a preliminary  
injunction in this matter that included names which Atlantis knew were not  
trade secrets under NRS 600A.010 and continue to maintain that injunction  
even when it knew that those names were (p)art of Sumona Islam's personal  
book of trade in order to thwart competition for those players from GSR and  
said conduct is evidence of bad faith entitled GSR to an award of attorney's  
fees and costs.... (See Exhibit 2 P. 6 ll 6 - 21)

21 There was a consensus amongst all the witnesses that in the  
22 case of a customer with whom a host has established a relationship that  
23 customer's name, address, contact information is not a trade secret. P 12 ll  
24 19-21

1 Plaintiff objected to the above findings and submitted its own version to the Court which  
2 was rejected by the Court. The Court adopted, with certain changes, the GSR submission.  
3 Those hand written changes are reflected in the above excerpts by italics and deleted language  
4 shown by a strike through on Exhibit 3.

5 Plaintiff filed a notice of appeal on October 30, 2013. Injunctive relief was granted as to  
6 Sumona Islam in the Judgment against Islam, but Plaintiff made no post-trial motions nor any  
7 request asking the Court to grant a continuance of any injunctive relief as to GSR. The  
8 injunction relative to GSR therefore expired by its own terms on July 18, 2013. On November 4,  
9 2013 Plaintiff filed this motion and for the first time sought to renew an injunction which had  
10 expired three months prior to its motion.

11  
12 **II. LAW AND ARGUMENT**

13 **A. Plaintiff's Motion Is A Ploy to Undermine the Integrity of This Court's**  
14 **Rulings In This Matter.**

15 Plaintiff's Motion is an untimely attempt to obtain a Judgment Notwithstanding the  
16 Verdict or a Reconsideration by this Court in abrogation of Nevada law. Atlantis failed to bring  
17 any post-trial motions and the deadlines passed. Atlantis now seeks to obtain the benefits of a  
18 Motion for a JNOV or Reconsideration under the guise of a Motion To Stay Enforcement of  
19 Judgment and for Injunctive Relief. Atlantis, ostensibly claims that it merely seeks to maintain  
20 the "status quo" implying that at the present time there is an injunction in effect. This is  
21 disingenuous at best. As a preliminary matter the only "status quo" is the absence of  
22 injunctive relief regarding GSR. The Preliminary Injunction in this matter expired by its own  
23 terms on July 18, 2013 upon the completion of the bench trial and the Court's decision from the  
24 bench. Moreover, the Court entered Findings of Fact and Conclusions of Law which specifically  
25 held that the injunction brought against GSR was **maintained** in bad faith. An attempt to  
26 reinstate this expired injunction, in view of the Court's finding of bad faith, would in fact negate,  
27 refute, void, and undermine the Court's decision in this matter. That this is a mere ploy is amply  
28 demonstrated by the simple fact that for more than three months there has been no injunction in



1 effect against GSR, a circumstance which was evidently of no concern to the Plaintiff. Recently  
2 however, the Court entered its judgment and awarded GSR attorneys' fees, in part based on  
3 Atlantis' bad faith in maintaining the injunction when it knew it included names which were not  
4 proprietary. Only after the fact, did the Plaintiff seek to reinstate the injunction leaving the  
5 motives for this action suspect. Atlantis' motive in bringing this motion is to launch an attack  
6 upon the Court's decision claiming that the reinstatement of the preliminary injunction is  
7 evidence that the Court's findings on this issue were clearly erroneous *Trident Construction v.*  
8 *West Electric*, 105 Nev. 423, 776 P.2d 1239, 1239 (1989).

9 Having failed to request either injunctive relief or a stay at the close of trial, or in a timely  
10 post-trial motion, Atlantis now seeks to do so by this motion. GSR submitted proposed findings  
11 of fact and conclusions of law to the Court which the Court not only reviewed but made specific  
12 changes where the Court deemed appropriate. Atlantis also provided the Court with alternative  
13 findings which the Court rejected. This demonstrates that these findings were not improperly  
14 biased but were the product of consideration by a "disinterested mind" *Foley v. Morse &*  
15 *Mowbray* 848 P. 2d 519, 109 Nev 116 (Nev.1993),

16 Plaintiff's claim that the purpose of the lawsuit would be defeated if the injunction is  
17 denied is also untrue. Atlantis has made clear that if it prevailed at trial, it would seek money  
18 damages either in the form of a "royalty", or based on "theoretical play". Since Atlantis has  
19 maintained throughout this litigation that money damages could compensate it for any loss, any  
20 claim that absent injunctive relief, it will suffer irreparable harm is specious. Lastly Atlantis,  
21 itself, admits that the relief sought is improper and overly broad. Atlantis in referring to the  
22 names of potential customers, states "the majority of whom either had no host relationship when  
23 she came to work for ATLANTIS or with whom she had no host relationship even while  
24 employed with ATLANTIS" ( Atlantis motion p.10 ll 5-6). The foregoing shows that even now  
25 Atlantis is still seeking to impose an injunction upon GSR which is overly broad containing the  
26 contact information of persons it admits are not proprietary. Such disapproval of the Court's  
27 decision cannot be permitted and the injunction should be denied. Nor has the Atlantis provided  
28 any evidence which would entitle it to new injunctive relief. It has failed to show that it would

1 suffer irreparable harm, that any harm could not be compensated by money damages, or that  
2 there is a high probability of success upon the appeal of this matter. *University and Community*  
3 *College System of Nevada v. Nevadans for Sound Government*, 120 Nev. 714, 100 P.3d 179  
4 (2004). Since Atlantis would not be entitled to new injunctive relief, it cannot claim it is entitled  
5 to reinstitute an expired injunction which the Court found was maintained in bad faith.

6 **B. Atlantis' Attack On The Evidence Is Unsupported.**

7 In an attempt to further justify its conduct, Atlantis sets forth instances which it claims  
8 are evidence of factual and legal errors by the Court. These claims should have been properly  
9 raised by means of a timely Motion for Reconsideration or for a Judgment Notwithstanding the  
10 Verdict. Instead Plaintiff has decided to couch its attack on the Court's ruling in the guise of an  
11 injunction and a stay. Unfortunately for Plaintiff, an examination of these claims shows that  
12 Atlantis has taken the position that it, not the Court, is the true finder of fact and its interpretation  
13 of the evidence, not the Court's, should control. In doing so Atlantis has twisted the facts and  
14 made outrageous leaps of illogic. Atlantis argues that since the Court found that Atlantis acted  
15 reasonably in initially bringing suit, that finding immunizes it for its later bad faith during the  
16 conduct of the litigation. It was the maintenance of the suit and the injunction, once Atlantis  
17 knew or should have known that there was no credible evidence in support of its claims against  
18 GSR, which constitutes bad faith. This includes Atlantis' failure to disclose to the Court or to  
19 Counsel that certain names subject to the injunction were neither proprietary nor trade secrets,  
20 but Ms. Islam's personal property. This omission continued throughout the course of the case  
21 and was confirmed when Mr. Ringkob took the stand at trial and testified that a host's book of  
22 business was not a trade secret.

23 Nor are the Court's ruling inconsistent in finding that Sumona Islam violated the Trade  
24 Secret Act, while GSR did not. Ms. Islam admitted the conduct which constituted her violations,  
25 but Atlantis had the burden to prove that GSR knowingly misappropriated trade secrets.  
26 Misappropriation is not a matter of strict liability but required Atlantis to prove by a  
27 preponderance of the evidence that GSR 's knew or should have known of that the conduct was  
28 either willful or grossly negligent. The undisputed evidence proved that GSR relied on Ms.

1 Islam's statements that the names she brought with her were limited to her own personal book of  
2 business. The Court rightly found that GSR's reliance was reasonable and had no duty to make  
3 an independent inquiry. Atlantis failed to provide either an evidentiary or legal basis for the  
4 propositions that GSR was not entitled to that reliance or that GSR was vicariously liable for any  
5 misconduct by Sumona. While Atlantis argued that GSR had a duty to investigate beyond  
6 inquiry of Sumona, it produced no testimony, other than Ms. Robinson's statement that Atlantis  
7 told GSR of Sumona's conduct, however when GSR requested proof of this conduct, Atlantis  
8 failed to provide any.

9 The Court also found that the name, and contact information of a customer was not a  
10 trade secret, and found based on the undisputed evidence that GSR the information received  
11 from Ms. Islam consisted solely of contact information, and that in fact the GSR system itself did  
12 not allow a host to input any information beyond that. Atlantis failed to provide any contrary  
13 evidence.

14 Atlantis, as plaintiff in this matter, had the burden of proof to establish that GSR violated  
15 the Nevada Trade Secrets Act, it failed to do so, and now seeks to re-litigate these facts by means  
16 of this Motion for Stay and Injunction. Again as previously noted, Atlantis cannot establish a  
17 right to either reinstitute the expired injunction, not meet the requirements to have the Court  
18 issue a new injunction, and therefore this Motion should be denied.

19 **C. Plaintiff's Request For A Stay Of The Judgment As To The Non-**  
20 **Competition Agreement Is A Blatant Attempt To Allow It To Continue To Enforce An**  
21 **Invalid Agreement.**

22 The arguments set forth in support of this "stay of enforcement" "concerning the non-  
23 competition agreement are even more suspect. The Court found that as a matter of law the non-  
24 competition agreement used by Atlantis was invalid. The Court specifically found that the  
25 portion of the agreement denying a signatory the right to employment at any Reno casino in any  
26 capacity was overly broad and unenforceable. Plaintiff seeks to "stay" enforcement of this  
27 judgment claiming other employees will likewise leave and seek employment with other casinos  
28 relying on this Court's decision that the agreement was overbroad. In other words, Atlantis

1 intends to continue to enforce an unconscionable and invalid employment agreement and is  
2 asking this Court's blessings to do so. The Court has already found that any non-competition  
3 agreement concerning Ms. Islam has expired and therefore, there is nothing that she needs to  
4 refrain from, therefore, the stay is meaningless as to her status as an employee of GSR. Since no  
5 party to this litigation will seek to "enforce" this ruling, the request is meaningless, unless one  
6 looks at the Atlantis' underling motives.

7 Atlantis states that there are 20 employees who have signed agreements similar to this  
8 one and it fears that those employees will quit if they learn of this Court's ruling. Any similarly  
9 situated employee will proceed in the same manner Ms. Islam did, disclose the agreement and  
10 provide it to any potential employer. Logically such potential employer will have its counsel  
11 review of the agreement. Apparently Atlantis believes that no other attorney is capable of the  
12 analysis performed by GSR's Counsel Steve Cohen, or that should the contract be litigated  
13 before another Court that that Court could independently reach a similar decision. The  
14 absurdity of this position is shown by Atlantis' statement that "each subsequent dispute, if they  
15 should occur, should be determined by the facts of that case and not on reliance on the ruling in  
16 this matter." Apparently Atlantis feels this is a concept with which the Second Judicial Court is  
17 unfamiliar. While the opinion of the Nevada Supreme Court will be precedential on the question,  
18 generally trial court judges are not bound by decisions of similarly situated judges. Certainly  
19 they may find the prior Court's holding in a similar matter persuasive, but Atlantis' implication  
20 that other judges would blindly follow a non-binding decision is not persuasive. Any court faced  
21 with a similar dispute, pending the Nevada Supreme Court's decision, would resolve the matter  
22 on its own merits and this Court's decision, no matter how valid, would not preempt that process.

23 Again the question arises, why does Atlantis seek this stay. A simple matter of self-  
24 preservation; should Atlantis bring additional suits seeking enforcement, it is highly possible  
25 that this Court's ruling may be deemed as evidence of bad faith by Atlantis in seeking to enforce  
26 an invalid agreement; resulting in sanctions and attorneys' fees those proceedings. Of course  
27 the simple solution is for Atlantis to revise the non-competition agreement to remove the invalid  
28 provision to reflect this Court's ruling. Atlantis admits that this agreement affects only 20

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

1 employees, and the evidence at trial also showed that Atlantis frequently revises and requires its  
2 employees to execute new agreements, so to use an agreement which would comply with this  
3 Court's order does not constitute a hardship which would justify such extraordinary relief.

4 **D. Bond**

5 Although Atlantis is not entitled to the relief sought, it does raise the interesting question  
6 of bond. Any bond posted by Atlantis should be based on the Court's final award in this matter,  
7 which will include the award of attorneys' fees and costs. While the costs have now been  
8 awarded, the fees are still pending based on the Court's request that GSR provide more detailed  
9 invoices; and any bond should be based on the total award to GSR not merely the amount of the  
10 bond in the underlying litigation.

11 **III CONCLUSION**

12 Atlantis' motion should be denied based on the fact that it is an untimely and improper  
13 attempt to argue a Motion for Reconsideration and for Judgment Notwithstanding the Verdict  
14 under the guise of a Motion to Stay and Reinstitute Injunction. However, even if the Court  
15 chooses to consider the Plaintiff's arguments, it is clear that the Plaintiff cannot prevail. There is  
16 no logical or legal basis for staying the enforcement of the non-competition agreement, nor is  
17 there any basis for reinstituting an expired injunction which the Court found that Atlantis  
18 maintained in bad faith. Lastly there are no grounds which would entitle Atlantis to new  
19 injunctive relief and therefore the Plaintiff's Motion should be denied in its entirety.

20 .Dated this 19th day of November, 2013.

21 **COHEN-JOHNSON, LLC**

22  
23 /s/ H. Stan Johnson  
24 H. STAN JOHNSON  
25 Nevada Bar No. 00265  
26 TERRY KINNALLY, ESQ.  
27 Nevada Bar No. 06379  
28 255 E. Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119  
Telephone: (702) 823-3500  
Facsimile: (702) 823-3400  
Attorneys for Grand Sierra Resort

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

**Affirmation Pursuant to NRSB.030**

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

Dated this 19<sup>th</sup> day of November, 2013.

**COHEN-JOHNSON, LLC**

/s/ H. Stan Johnson  
H. STAN JOHNSON  
Nevada Bar No. 00265  
TERRY KINNALLY, ESQ.  
Nevada Bar No. 06379  
255 E. Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119  
Telephone: (702) 823-3500  
Facsimile: (702) 823-3400  
Attorneys for Grand Sierra Resort

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

**INDEX OF EXHIBITS**

EXHIBIT	DESCRIPTION OF DOCUMENTS:	PAGES
1	Stipulation for Injunction	2
2	Transcript of Court's Decision of July 18, 2013	2
3	Judgment including Findings of Fact and Conclusions	3

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

**CERTIFICATE OF MAILING**

I hereby certify that on the 19<sup>th</sup> day of November, 2013, I served a copy of the foregoing  
**GSR'S OPPOSITION TO PLAINTIFF'S MOTION TO STAY ENFORCEMENT OF  
JUDGMENT AND FOR INJUNCTION PENDING APPEAL** upon each of the parties via  
email and by depositing a copy of the same in a sealed envelope in the United States Mail, Las  
Vegas, Nevada, First-Class Postage fully prepaid, and addressed to:

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

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

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

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



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Clerk of the Court  
Transaction # 4146407

**EXHIBIT “1”**

**EXHIBIT “1”**

1 4050  
2 ROBERT A. DOTSON, ESQ.  
3 Nevada State Bar No. 5285  
4 rdotson@laxalt-nomura.com  
5 ANGELA M. BADER, ESQ.  
6 Nevada State Bar No. 5574  
7 abader@laxalt-nomura.com  
8 LAXALT & NOMURA, LTD.  
9 9600 Gateway Drive  
10 Reno, Nevada 89521  
11 Tel: (775) 322-1170  
12 Fax: (775) 322-1865  
13 Attorneys for Plaintiff

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

10 IN AND FOR THE COUNTY OF WASHOE

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

Case No.: CV12-01171

Dept No.: B7

14 Plaintiff,

15 vs.

16 SUMONA ISLAM, an individual; 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 STIPULATION FOR PRELIMINARY INJUNCTION

23 Plaintiff, GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT  
24 SPA ("Plaintiff"), by and through its counsel, Laxalt & Nomura, and Defendants, SUMONA  
25 ISLAM, by and through her counsel, Mark Wray, and NAV-RENO-GS, LLC d/b/a GRAND  
26 SIERRA RESORT ("GSR"), by and through its counsel, Cohen/Johnson, hereby stipulate to a  
27 Preliminary Injunction in favor of Plaintiff, which will continue the terms of the Temporary  
28 Restraining Order attached hereto as Exhibit 1 which was entered against Defendants Sumona  
Islam and GSR on July 5, 2012, until otherwise modified pursuant to stipulation or Order of the  
Court or to the completion of the trial on the merits scheduled for March 25, 2013.

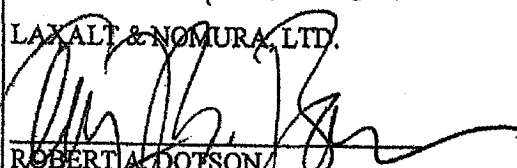
Affirmation Pursuant to NRS 239B.030

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

Dated this 22<sup>nd</sup> day of August, 2012.

LAXALT & NOMURA, LTD.

COHEN/JOHNSON

  
ROBERT A. DOTSON

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*

STEVEN B. COHEN

Nevada State Bar No. 2327

STAN JOHNSON

Nevada State Bar No. 265

6293 Dean Martin Drive, Ste G

Las Vegas, NV 89118

*Attorneys for Defendant*

*Nav-Reno-GS, LLC dba Grand Sierra Resort*

LAW OFFICE OF MARK WRAY

MARK WRAY

Nevada State Bar No. 4425

608 Lander Street

Reno, NV 89509

*Attorneys for Defendant Sumona Islam*

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Affirmation Pursuant to NRS 239B.030

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

Dated this 23 day of August, 2012.

LAXALT & NOMURA, LTD.

COHEN/JOHNSON

ROBERT A. DOTSON  
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*

*H. Stan Johnson*  
STEVEN B. COHEN  
Nevada State Bar No. 2327  
STAN JOHNSON  
Nevada State Bar No. 265  
6293 Dean Martin Drive, Ste G  
Las Vegas, NV 89118  
*Attorneys for Defendant*  
*Nav-Reno-GS, LLC dba Grand Sierra Resort*

LAW OFFICE OF MARK WRAY

*Mark Wray*  
MARK WRAY  
Nevada State Bar No. 4425  
608 Lander Street  
Reno, NV 89509  
*Attorneys for Defendant Sumona Islam*

# INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Order Granting Golden Road Motor Inn, Inc.'s Motion For Temporary Restraining Order Against Defendant Sumona Islam and Agreement Between Defendant Nav-Reno-GS, LLC dba Grand Sierra Resort and Golden Road Motor Inn, Inc.	5

**FILED**  
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Joey Orduna Hastings  
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**EXHIBIT “3”**

**EXHIBIT “3”**

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

1 **COHEN-JOHNSON, LLC**  
2 **H. STAN JOHNSON**  
3 Nevada Bar No. 00265  
4 sjohnson@cohenjohnson.com  
5 **BRIAN A. MORRIS, ESQ.**  
6 Nevada Bar No. 11217  
7 bam@cohenjohnson.com  
8 255 E. Warm Springs Road, Suite 100  
9 Las Vegas, Nevada 89119  
10 Telephone: (702) 823-3500  
11 Facsimile: (702) 823-3400  
12 Attorneys for Grand Sierra Resort

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

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

18 **Plaintiff,**

19 **vs.**

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

23 **Defendants.**

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

24 **FINDINGS OF FACT AND**  
25 **CONCLUSIONS OF LAW AND**  
26 **JUDGMENT**

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

29 **FINDINGS OF FACTS:**

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

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

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

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

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

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

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

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

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

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

25 12. A customer's name, address and contact information are not trade secrets.  
26 For purposes of this litigation it was determined that the following would constitute a trade secret

27 a) player tracking records;

28 b) other hosts customers;



- c) initial buy-ins;
- d) level of play;
- e) table games;
- f) time of play;
- g) customer's personal information such as a Social Security number
- h) customer's casino credit;
- i) customer's location, whether they're international, regional or local player beyond any information contained within the customer's address;
- j) marketing strategy;
- k) customer's birth date;
- l) customer's tier ratings;
- m) comp information ;
- n) player's history of play;
- o) player's demographics;
- p) players' financial information;
- q) company's financial information;
- r) company's marketing strategy;
- s) other employee's information and customer information.

13. In April 2012 house counsel for Atlantis sent a letter to GSR stating that Sumona had taken proprietary information from the Atlantis computers and changed other customer information in the Atlantis database.

14. Counsel for GSR informed plaintiff that Ms. Islam denied taking any proprietary information from Atlantis and requested Atlantis to provide the information which it believed had been misappropriated by Ms. Islam. Plaintiff did not provide any information.

15. Atlantis filed suit against Ms. Islam and GSR alleging that GSR had tortuously interfered with Atlantis' non-competition agreement, tortuously interfered with a prospective economic advantage belonging to Atlantis and violation of NRS 600A.010 commonly known as the Nevada Trade Secret Act.

1       16. Plaintiff sought a preliminary injunction which enjoined GSR from using any  
2 information provided to it from Sumona Islam. GSR took reasonable steps to insure good faith  
3 and timely compliance with the injunction.

4       17. Atlantis knew that among the names it claimed were misappropriated were names  
5 which were legally and properly included in Ms. Islam's "book trade" but despite this knowledge  
6 brought and obtained an injunction preventing GSR from marketing to these individuals from  
7 August 27, 2012 through the trial of this matter in 2013.

8       18. Atlantis presented no credible evidence that GSR had a duty to investigate the  
9 names in Ms. Islam's "book of trade" beyond making inquiries of Ms. Islam. To the contrary  
10 there was credible testimony that casinos have a right to rely on the host's statements.

11       19. GSR provided a list of all the names and information concerning those individuals  
12 added to the GSR data base by Ms. Islam which showed that the information was limited to the  
13 individual player's name, address and contact information. None of which constitutes a trade  
14 secret under NRS 600A .10.

15       20. Atlantis presented no credible evidence that GSR had tortuously interfered with  
16 its non-competition agreement with Islam. Atlantis knew that GSR had hired Ms. Islam based on  
17 its attorneys legal opinion that the agreement was overly broad in denying Ms. Islam the right to  
18 work in any capacity in any casino. Atlantis further knew or should have known that the non-  
19 competition agreement was overly broad and unenforceable and unenforceable as a matter of law  
20 but continued to prosecute the claim.

21       21. Atlantis presented no credible evidence that GSR misappropriated any  
22 information constituting a trade secret and in fact maintained the litigation and the injunction to  
23 include names of persons which it knew and admitted at trial were legally in Ms. Islam's book of  
24 business and that she was entitled to provide to GSR.

25       22. Atlantis continued and maintained the litigation against GSR for misappropriation  
26 of trade secrets even when it knew that GSR was acting in good faith by relying on Ms. Islam's  
27 assertions concerning her "book of trade" and knew that the customer information provided by  
28 Ms. Islam was limited to the customers' name, address, telephone number and contact

1 information.

2 23. GSR did not misappropriate a trade secret belonging to Atlantis;

3 24. GSR did not tortuously interfere with a contract between Sumona Islam and  
4 Atlantis.

5 25. GSR did not interfere with a prospective economic advantage belonging to  
6 Atlantis.

7 26. There is a lack of any evidence in the record that supports the claim of Atlantis  
8 that GSR misappropriated Atlantis' trade secrets and therefore, Atlantis has failed to meet its  
9 burden of proof.

10 27. That early on in the litigation Defendant Islam admitted that she had taken certain  
11 information from ATLANTIS in the form certain spiral notebooks.

12 28. That early on in the litigation Defendant Islam testified that she had not shown the  
13 information in the form of the spiral notebooks to any representative of GRS.

14 29. That early on in the litigation Defendant Islam testified and confirmed that she  
15 was told by the representatives of GSR not to bring anything with her except for herself and her  
16 relationships.

17 30. That early on in the litigation Defendant Islam testified and confirmed that she  
18 had told representatives of GSR that she did not bring trade secret information with her or that  
19 she had information belonging to ATLANTIS.

20  
21 **CONCLUSIONS OF LAW:**

22 1. The non-competition agreement between Sumona Islam and Atlantis, in  
23 prohibiting casino employment in any capacity was overly broad and unenforceable as a matter  
24 of law.

25 2. That absent an enforceable employment contract or non-competition agreement  
26 with Atlantis, GSR could not as a matter of law, interfere with contractual relations between  
27 Sumona and Atlantis.

28 3. A customer's name address, and contact information is not a trade secret under

1 NRS 600A.010. GSR did not misappropriate any trade secrets which belonged to Atlantis by  
2 allowing Sumona Islam to upload this information into its data base.

3 4. GSR did not improperly obtain the information concerning players listed above as  
4 set forth in 600A.030 and had a good faith reliance on Ms. Islam's assurances that all the names  
5 provided were part of her personal "book of trade"

6 5. The failure of Atlantis to produce any credible evidence at trial that GSR  
7 misappropriated trade secrets belonging to Atlantis constitutes ~~"objective speciousness"~~. ~~That~~ <sup>that</sup> **pf**  
8 ~~subjective~~ bad faith is shown by the Plaintiff's knowledge of certain facts as set forth in the  
9 findings of facts above; the decision to move forward against GSR and the extent of the litigation  
10 against GSR despite a lack of direct evidence against GSR. This is a sufficient basis for an  
11 award of attorney fees pursuant to NRS 600.060. Defendants are not required to prove a  
12 negative and under the objective specious standard a lack of evidence in the record of  
13 misappropriation; in addition to the actions as set forth above; is enough to show that the claim  
14 of misappropriation was made in bad faith (*Sasco v. Rosendin Electric Inc.*, 143 Cal. Rptr. 3d  
15 828, 207 Cal. App 4<sup>th</sup> 837 (CA 2012)) and entitles GSR to Attorney's fees and costs in this  
16 matter.

17 6. That Atlantis sought, obtained, and maintained a preliminary injunction in this  
18 matter that included names which Atlantis knew were not trade secrets under NRS 600A.010 and  
19 continued to maintain that injunction even when it knew that those names were art of Sumona  
20 Islam's personal book of trade in order to thwart competition for those players from GSR and  
21 said conduct is evidence of bad faith entitling GSR to an award of attorney's fees and costs.

22 7. That the claims against GSR are dismissed and judgment entered in favor of the  
23 Defendant GSR and GSR is entitled to an award of costs pursuant to NRS 18.110.

24 8. GSR is also entitled to bring an appropriate motion for fees and costs pursuant to  
25 an offer of judgment dated May 20, 2013 under NRCP 68 and NRS 17.115.

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

CONCLUSION

9. Judgment in favor of Defendant GSR against Plaintiff ATLANTIS.

DATED THIS 27 DAY OF SEPTEMBER 2013

Berick Flanagan  
DISTRICT JUDGE

Submitted by:

/s/ H. Stan Johnson  
H. Stan Johnson, Esq.  
Nevada Bar No. 00265  
Terry Kinnally, Esq.  
Nevada Bar No. 06379  
COHEN JOHNSON, LLC  
255 E. Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119  
Attorneys for MEI-GSR HOLDINGS LLC

1 **2490**  
2 ROBERT A. DOTSON, ESQ.  
3 Nevada State Bar No. 5285  
4 rdotson@laxalt-nomura.com  
5 ANGELA M. BADER, ESQ.  
6 Nevada State Bar No. 5574  
7 abader@laxalt-nomura.com  
8 LAXALT & NOMURA, LTD.  
9 9600 Gateway Drive  
10 Reno, Nevada 89521  
11 Tel: (775) 322-1170  
12 Fax: (775) 322-1865  
13 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B7

19 Plaintiff,

20 vs.

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

27 Defendants.

28 **PLAINTIFF'S MOTION FOR CLARIFICATION OF  
ORDER REGARDING ATTORNEY'S FEES AND COSTS**

Plaintiff GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT  
SPA ("Plaintiff" and/or "ATLANTIS"), by and through its attorneys, Laxalt & Nomura, Ltd.,  
hereby moves the Court for clarification of its Order entered on November 8, 2013 awarding  
costs to ATLANTIS as a prevailing party against Defendant SUMONA ISLAM ("ISLAM").  
This Motion is made and based upon the pleadings and papers on file herein, the attached  
Memorandum of Points and Authorities and any argument the Court should choose to hear.

1 **MEMORANDUM POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 On August 5, 2013, ATLANTIS filed its Verified Memorandum of Costs. Therein it  
5 sought to tax to ISLAM any costs awarded to Defendant MEI-GSR HOLDINGS LLC, d/b/a  
6 GRAND SIERRA RESORT ("GSR"). On August 7, 2013, ISLAM moved to retax costs sought  
7 by ATLANTIS including any and all costs awarded to GSR as a prevailing party as against  
8 ATLANTIS. On August 19, 2013, ATLANTIS filed its Opposition to ISLAM's Motion to  
9 Retax Costs and on September 3, 2013, ISLAM filed her Reply in Support of the Motion to  
10 Retax Costs. Integral in this briefing was ATLANTIS' request to tax GSR's costs against it to  
11 Defendant ISLAM and ISLAM's Opposition thereto.  
12

13 **II.**

14 **ARGUMENT**

15 **A. Clarification Of The Court's Order Regarding Atlantis' Request To Tax The Costs**  
16 **Of GSR To Islam Is Needed**

17 ATLANTIS sought recovery of \$17,130.61 in costs pursuant to NRS 18.020 as well as  
18 the taxable costs of GSR which were unknown at the time of that filing. On November 8, 2013,  
19 the Court found that all but \$60 of the requested amount was attributed to ISLAM and  
20 ATLANTIS was awarded costs in the amount of \$17,070.61. However, the Court did not  
21 specifically address ATLANTIS' request to tax the costs of GSR in the amount of \$15,540.85 to  
22 ISLAM.  
23

24 As the parties have briefed this issue in ATLANTIS' Memorandum of Costs, ISLAM's  
25 Motion to Retax, ATLANTIS' Opposition and ISLAM's Reply, ATLANTIS respectfully  
26 requests clarification of the Court's Order regarding this requested cost. Is it the intent of the  
27  
28

1 Court to allow the full amount of the costs awarded to GSR to be awarded to ATLANTIS, some  
2 portion of them or none of them?

3  
4 **III.**

5 **CONCLUSION**


6 Based upon the foregoing, ATLANTIS respectfully requests that the Court clarify  
7 whether the costs awarded to GSR in the amount of \$15,540.85 may be taxed against ISLAM by  
8 the ATLANTIS.

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

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

12 Dated this 21st day of November, 2013.

13 LAXALT & NOMURA, LTD.

14 

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



1 CERTIFICATE OF SERVICE

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

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

20 addressed as follows:

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

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

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

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

27 DATED this 21 day of November, 2013.

28   
L. MORGAN BOGUMIL

1 **3880**  
2 MARK WRAY, #4425  
3 LAW OFFICES OF MARK WRAY  
4 608 Lander Street  
5 Reno, Nevada 89509  
6 (775) 348-8877  
7 (775) 348-8351 fax  
8 Attorneys for Defendant SUMONA ISLAM

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

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

16 Plaintiff,

Case No. CV12-01171

17 vs.

Dept. B7

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

25 Defendants.

26  
27 **ISLAM'S OPPOSITION TO ATLANTIS MOTION FOR STAY AND**  
28 **INJUNCTION ON APPEAL, AND ALTERNATIVELY, CROSS-MOTION FOR**  
**STAY ON APPEAL UPON POSTING OF NOMINAL BOND**

Defendant Sumona Islam opposes the motion for stay and injunction on appeal filed by Plaintiff Golden Road Motor Inn, Inc., dba the Atlantis Casino Resort Spa, for the reasons stated in the opposition filed yesterday by Defendant MEI-GSR Holdings,

1 LLC dba Grand Sierra Resort, in which Islam joins, and in the alternative, for the reasons  
2 set forth below, Islam also moves the Court for an order staying the judgment against her  
3 pending appeal.

4       **1.     Sauce for the Goose**

5       Islam disagrees with the Atlantis motion as to both its portrayal of the trial  
6 evidence and its arguments. This Court heard the entirety of the evidence. The Court can  
7 see that the Atlantis cherry picks items of evidence on which to base its argument for a  
8 stay, which is very well briefed by the Grand Sierra's opposition to this motion for stay.  
9 The Atlantis has not shown good cause under NRCP 62(c) or (d) for a stay on appeal, and  
10 the Court should exercise its discretion to deny the motion, both as to the grounds for stay  
11 stated in the motion, and as to the \$5,000 bond that is proposed to be posted for the stay.  
12 *State ex rel. Pub. Serv. Comm'n v. District Court*, 94 Nev. 42, 574 P.2d 272 (1978);  
13 *Nelson v. Heer*, 121 Nev. 832, 122 P.3d 1252 (2005).

14       To the extent, for any reason, the Court finds the Atlantis motion to be persuasive,  
15 however, and to the extent the Court affords any relief to the Atlantis based on this  
16 motion, Islam moves for the same relief to be afforded to her, based on the notion that  
17 what's sauce for the goose is sauce for the gander.

18       The Atlantis argument is premised on the proposition that this Court's ruling in  
19 favor of the Grand Sierra and against the Atlantis is "internally irreconcilable" with the  
20 decision in favor of the Atlantis and against Islam. Arguing from that premise, the  
21 Atlantis concludes that that the Court's findings against the Atlantis and in favor of  
22 Grand Sierra must be wrong, because the findings in favor of the Atlantis and against  
23 Islam are right.

24       Assuming *arguendo* that the Court adopts the premise urged by the Atlantis -- that  
25 the decisions in favor of the two casinos cannot be reconciled and one must give way to  
26 the other -- Islam would maintain that the decision that must give way is the one in favor  
27 of the Atlantis. After all, the Court heard the evidence and made findings and issued  
28 conclusions in favor of the Grand Sierra that are said to "irreconcilable" with the decision

1 in favor of the Atlantis. Based on the rationale that the two decisions cannot coexist,  
2 Islam would maintain that the decision in favor of the Grand Sierra is the correct one, and  
3 *ipso facto*, the decision for the Atlantis is erroneous. According to the reasoning of the  
4 Atlantis motion, Islam should have a built-in and powerful argument on appeal that the  
5 Atlantis decision is erroneous.

6 Accordingly, applying the maxim that what applies to one applies to both, if the  
7 Court stays enforcement against the Atlantis because of the "irreconcilable" decision in  
8 favor of the Atlantis, then the Court should stay enforcement against Islam because of the  
9 decision in favor of the Grand Sierra.

10 **2. Bond**

11 The Atlantis likely will have a judgment against it for the Grand Sierra's fees and  
12 costs of around \$400,000, which is very similar to the amount awarded against Islam. If  
13 the Court accepts the argument in the Atlantis motion, the amount of the bond that the  
14 Atlantis should post on appeal is \$5,000. Again, what's sauce for the goose is sauce for  
15 the gander. The bond for the stay of the Atlantis judgment to be posted by Islam should  
16 be only \$5,000.

17 **3. Conclusion**

18 Islam urges that the Atlantis motion should be denied for the reasons set forth in  
19 the opposition of the Grand Sierra, but if the Court affords relief to the Atlantis, then in  
20 that event, the same relief should be afforded to Islam, based on the same premise that the  
21 Atlantis uses in its motion. Islam therefore moves in the alternative that the motion be  
22 denied and for equal treatment and for a stay of enforcement of the Atlantis judgment on  
23 appeal, upon posting a truly nominal bond of not more than \$5,000.

24 Respectfully submitted,

25 DATED: Nov. 21, 2013

LAW OFFICES OF MARK WRAY

27 By Mark Wray  
28 MARK WRAY  
Attorney for Defendant SUMONA ISLAM

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CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing document was served on November 21, 2013 by the electronic case management electronic filing system on the following:

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

Robert Eisenberg  
Lemons Grundy & Eisenberg  
6005 Plumas Street, 3<sup>rd</sup> Floor  
Reno, Nevada 89509

Stan Johnson  
Terry Kinally  
Cohen/Johnson  
255 E. Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119



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AFFIRMATION

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

DATED: Nov-21, 2013

Mark Wray  
MARK WRAY

1 **3880**  
2 **ROBERT A. DOTSON, ESQ.**  
3 Nevada State Bar No. 5285  
4 rdotson@laxalt-nomura.com  
5 **ANGELA M. BADER, ESQ.**  
6 Nevada State Bar No. 5574  
7 abader@laxalt-nomura.com  
8 **LAXALT & NOMURA, LTD.**  
9 9600 Gateway Drive  
10 Reno, Nevada 89521  
11 Tel: (775) 322-1170  
12 Fax: (775) 322-1865  
13 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

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13 Plaintiff,

14 vs.

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

20 Defendants.

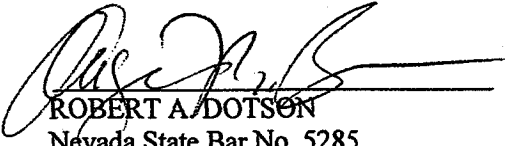
21 **PLAINTIFF'S RESPONSE TO ISLAM'S MOTION FOR ORDER TO FILE**  
22 **ATTORNEYS FEES RECORDS OF ATLANTIS IN THE OFFICIAL COURT RECORD**

22 Plaintiff, GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT  
23 SPA (hereinafter "Plaintiff" or "ATLANTIS"), by and through undersigned counsel, Laxalt &  
24 Nomura, hereby responds to Defendant SUMONA ISLAM's ("ISLAM") Motion for Order to  
25 File Attorneys Fees Records of Atlantis in the Official Court Record. This Response is made  
26 and based upon the pleadings and papers on file herein, the attached Memorandum of Points and  
27 Authorities and any argument the Court should elect to consider.

28 ///

1 Dated this 21st day of November, 2013.

2 LAXALT & NOMURA, LTD.

3   
4 ROBERT A. DOTSON

5 Nevada State Bar No. 5285

6 ANGELA M. BADER

7 Nevada State Bar No. 5574

8 9600 Gateway Drive

9 Reno, Nevada 89521

10 (775) 322-1170

11 Attorneys for Plaintiff

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 I.

14 **INTRODUCTION**

15 ISLAM's Motion is unclear whether she requests a Court Order to make the invoices  
16 provided to the Court *in camera* part of the public record on appeal or whether she requests that  
17 these records to be provided to the appeals Court for its *in camera* review as part of the record.  
18 In any event, ATLANTIS responds that its unredacted invoices were provided *in camera* to the  
19 Court pursuant to its request in order to maintain the attorney-client privilege and work product  
20 doctrine. ATLANTIS vehemently opposes its *in camera* submission of Laxalt & Nomura's  
21 invoices becoming public record.

22 II.

23 **ARGUMENT**

24 A. **ATLANTIS Objects To The Laxalt & Nomura Invoices Submitted *In Camera* To  
25 The Court From Becoming Public Record**

26 As indicated by ISLAM's Motion, the Laxalt & Nomura invoices were provided to the  
27 Court *in camera* pursuant to its request so as to not waive privilege. To now make those  
28 invoices public record, over the objection of the ATLANTIS, would be a travesty of justice, an



1 involuntary waiver of privilege and one that ISLAM's counsel should recognize is inherently  
2 improper.

3 **B. If The Invoices Are To Become Public Record, ATLANTIS Must Have The**  
4 **Opportunity To Redact Them For Privilege Before Public Disclosure**

5 Consistent with the preservation of privilege in discovery and other matters, if the Laxalt  
6 & Nomura invoices must be made public record, ATLANTIS must also be given the opportunity  
7 to redact them for attorney-client privilege. *See* NRS 49.385. This is the proper method in  
8 order to preserve privilege if the unredacted records submitted *in camera* to the Court cannot be  
9 maintained *in camera* on appeal. *See* NRS 49.395. Any other method would result in an  
10 involuntary waiver of the privilege. Moreover, any waiver of the privilege, in order to be  
11 effective, must be waived by the client, ATLANTIS, which it is not willing to do. *See* NRS  
12 49.095 and 49.385.  
13

14 **III.**

15 **CONCLUSION**

16 Based on the foregoing, Plaintiff respectfully requests that ISLAM's Motion be denied,  
17 that in the alternative, the Laxalt & Nomura invoices submitted *in camera* to the Court be made  
18 part of the official Court record where they will remain, *in camera*, or in the final alternative, if  
19 the invoices must be made public record, that ATLANTIS be allowed to redact the invoices for  
20 privilege before public disclosure.  
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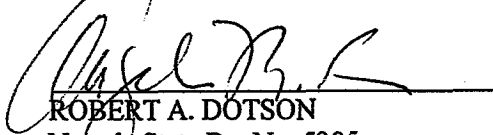
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**Affirmation Pursuant to NRS 239B.030**

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

Dated this 20<sup>th</sup> day of November, 2013.

LAXALT & NOMURA, LTD.



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

1 **CERTIFICATE OF SERVICE**

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

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

19 addressed as follows:


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

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

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

20 [scohen@cohenjohnson.com](mailto:scohen@cohenjohnson.com)  
21 [sjohnson@cohenjohnson.com](mailto:sjohnson@cohenjohnson.com)  
22 [tkinnally@cohenjohnson.com](mailto:tkinnally@cohenjohnson.com)

23 DATED this 21 day of November, 2013.

24   
25 L. MORGAN BOGUMIL

3785

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  
16 Nevada Corporation, d/b/a ATLANTIS  
17 CASINO RESORT SPA

Case No.: CV12-01171

Dept No.: B7

18 Plaintiff,

19 vs.

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

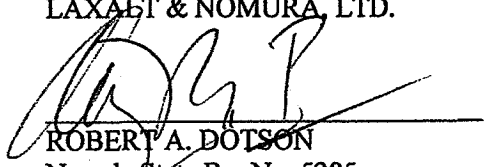
26 Defendants.

27 **REPLY IN SUPPORT OF PLAINTIFF'S MOTION TO**  
28 **STAY ENFORCEMENT OF JUDGMENT AND FOR INJUNCTION PENDING**  
29 **APPEAL AND RESPONSE TO ISLAM'S CROSS-MOTION FOR STAY ON APPEAL**

30 Plaintiff Golden Road Motor Inn, Inc. dba Atlantis Casino Resort Spa ("Plaintiff" or  
31 "ATLANTIS"), by and through undersigned counsel, Laxalt & Nomura, hereby files this Reply  
32 in support of its Motion to Stay Enforcement of Judgment and For Injunction Pending Appeal  
33 and Response to Islam's Cross-Motion for Stay on Appeal. This Reply and Response are made  
34 and based on the papers and pleadings on file herein and the attached Memorandum of Points  
35 and Authorities.

1 DATED this 27<sup>th</sup> day of November, 2013.

2 LAXALT & NOMURA LTD.

3   
4 ROBERT A. DOTSON  
5 Nevada State Bar No. 5285  
6 ANGELA M. BADER  
7 Nevada State Bar No. 5574  
8 9600 Gateway Drive  
9 Reno, Nevada 89521  
10 (775) 322-1170  
11 Attorneys for Plaintiff

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 **I.**

14 **INTRODUCTION**

15 In an offending display of rhetoric, both MEI-GSR HOLDINGS LLC d/b/a GRAND  
16 SIERRA RESORT ("GSR") and SUMONA ISLAM ("ISLAM") oppose Plaintiff's stay and  
17 injunction request. That is unless, of course, ISLAM can also benefit from a stay of the  
18 judgment against her. In any event, Plaintiff's request for a stay of the judgment and an  
19 injunction pending appeal is a timely and legally supported remedy pursuant to NRAP 8 and  
20 NRCP 62. ISLAM's counter request, on the other hand, is both factually and legally  
21 unsupported and at most an argumentative afterthought.

22 **II.**

23 **REPLY IN SUPPORT OF MOTION TO STAY AND FOR INJUNCTION**

24 **A. Plaintiff's Request For A Stay Of The Judgment And An Injunction Pending  
25 Appeal Is A Remedy Available Under NRAP 8 And NRCP 62.**

26 The remedy sought by Plaintiff pending appeal, a stay of the judgment and an injunction,  
27 is specifically allowed by court rules NRCP 62 and NRAP 8(a)(1). Plaintiff did not waive the  
28 right to seek this remedy by choosing not to seek reconsideration. The rules specifically provide

1 that following an appeal, these remedies are available. *See* NRCP 62(c) & (d). The Notice of  
2 Appeal was filed on October 30, 2013. This motion was filed three business days later. Thus,  
3 GSR's vehemence that it is "untimely" or an "attack" on the court is misplaced. ATLANTIS and  
4 its counsel have high regard for the Court and, rather than intending some ploy, intend to follow  
5 the rules of civil and appellate procedure in making this request.<sup>1</sup>

6 **B. Atlantis' Motion Is Supported.**

7  
8 As succinctly stated in the Motion, and as evidenced by the record, ATLANTIS has  
9 appealed this Court's decision and has set forth and fully supported in its Motion the reasons  
10 why, in light of the issues on appeal, it is seeking a stay of the judgment and why an injunction is  
11 warranted. Clearly, and not surprisingly, GSR and ISLAM disagree, and although the appeal  
12 will be decided by the Nevada Supreme Court, this Court is empowered to grant the requested  
13 stay and injunction pending the same.<sup>2</sup> Indeed, per NRAP 8(a), stay applications pending appeal  
14 are to be adduced first to the District Court and this motion represents not just a request to the  
15 District Court, but also compliance with NRAP 8. Additionally, it should be noted that this  
16 motion does not seek a reconsideration or modification, rather it seeks only the relief specified,  
17 and in that regard, the exercise of discretion by the District Court to impose a stay and restore the  
18 injunction regarding use of ATLANTIS trade secret information that GSR previously stipulated  
19 to. Interestingly, the GSR Opposition is virtually an admission that it is using said information.  
20 Thus, the contents of the Opposition may best support the reasons why the requested relief is  
21 appropriately granted.<sup>3</sup> Despite the District Court's ruling finding that ISLAM misappropriated  
22 the ATLANTIS's trade secrets, GSR, in its Opposition, seems to be arguing that is should be  
23 allowed to use that information during the pendency of the appeal. Lastly, the requested relief  
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27 <sup>1</sup> *See* NRCP 62 and NRAP 8(a)(1) (which require that the relief first be sought in district court.)

28 <sup>2</sup> NRCP 62.

<sup>3</sup> Specifically, GSR appears to argue that use of another's trade secret is not a violation of the UTSA. *But see*, NRS 600A.030 (2)(c).

1 includes a stay of the adverse judgment, including that the Non-Competition Agreement was  
2 invalid. As explained, ATLANTIS believes that this decision was in error and it seeks a stay  
3 pending appeal because, despite GSR's assurances, the District Court's decision may be cited as  
4 having determined the validity of the involved contracts. Moreover, the decision has important  
5 and immediate ramifications regarding the scope of such agreements. If new agreements were  
6 put in place, which contrary to GSR's assertion would be the first revision to those agreements,  
7 the scope would need to be adjusted and the protection afforded by the prior agreement --  
8 prohibiting employment in any position with any local competitor -- would be lost. In other  
9 words, the object of this appeal will be defeated if the stay is denied.  
10

11 **C. Bond Requirement.**

12 GSR notes that any bond posted by ATLANTIS should be based on the Court's final  
13 award in this matter. Presently, GSR's motion for attorney's fees is denied without prejudice  
14 because GSR has failed to properly support it. If the parties and this Court must wait on GSR to  
15 properly file a supported motion before this Motion is decided, it could be a lengthy process as  
16 indicated by the time it took GSR to file its Findings of Fact and Conclusions of Law and post  
17 trial motions. The bottom line is that this Motion is ripe now, GSR has failed to support its  
18 attorney fee motion and the Court denied it. GSR should not expect the judicial system to be  
19 delayed for it to properly do something it failed to do in the first instance. The bond should be  
20 determined based upon what the District Court believes is "proper for the security of the rights of  
21 the adverse party."<sup>4</sup> Moreover, the Court should set the bond it thinks appropriate in light of the  
22 circumstances as they exist. As the circumstance currently exists, it would seem likely that a  
23 judgment of less than \$16,000 will be entered against PLAINTIFF.  
24  
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<sup>4</sup> See NRCP 62.

1 **D. Conclusion.**

2 Based on the foregoing, Plaintiff respectfully requests that this Court grant the requested  
3 stay and injunction.

4 **III.**

5 **RESPONSE TO ISLAM'S CROSS-MOTION FOR STAY ON APPEAL**

6 **A. Islam Has Failed To Support A Stay Motion Under NRAP 8 And NRCP 62.**

7 ISLAM claims, ipso facto, that if ATLANTIS is entitled to a stay of the judgment and an  
8 injunction pending appeal, then she is also entitled to a stay of the judgment against her under the  
9 premise that if the decision against her and the decision in favor of GSR are internally  
10 irreconcilable, then there is a possibility that the decision against her could be reversed on  
11 appeal. ISLAM provides no further points or authorities in support of this argument and has  
12 simply failed to show: (1) that the object of her appeal will be defeated if the stay is denied, (2)  
13 irreparable or serious injury, (3) that she would likely prevail on the merits, or (4) that her appeal  
14 raises a substantial legal issue. *See Fritz Hanson A/S v. Eighth Judicial District Court*, 116 Nev.  
15 650, 657, 6 P.3d 892 (2000).  
16  
17

18 If the Court is inclined to grant a stay of the judgment as to ISLAM, including the  
19 Permanent Injunction, it should restore the Preliminary Injunction as it existed immediately  
20 before the bench trial was completed.

21 **B. Islam Should Be Required To Post A Bond For An Amount No Less Than The**  
22 **Amount Of The Judgment Against Her.**

23 ISLAM seeks a bond in the amount of \$5,000, similar to ATLANTIS. However, the  
24 facts are not quite the same. ATLANTIS is a viable Nevada hotel and gaming corporation  
25 which, at present, has a judgment against it in the amount of \$15,540.85. Thus, a \$5,500 bond is  
26 approximately three times less than the current judgment. As to ISLAM, however, the damages  
27 awarded against her are \$43,874, plus costs of \$17,070.61 and fees of \$308,711.00 for a total of  
28



1 \$369,655.61. Additionally, there is a pending Motion for Clarification to pass through GSR's  
2 awarded costs of \$15,540.85 to her which would make the judgment \$385,196.46. Finally,  
3 ATLANTIS also has a Permanent Injunction against ISLAM. Because the Court found that  
4 ISLAM earns only \$80,000 per year, any bond for a stay of the judgment against her on appeal,  
5 should be no less than \$385,196.46. The judgment is nearly four times her annual salary and  
6 there is a concern of ISLAM's ability to pay such a judgment in the future. After all "[t]he  
7 purpose of a security for a stay pending appeal is to protect the judgment creditor's ability to  
8 collect the judgment if it is affirmed by preserving the status quo and preventing prejudice to the  
9 creditor arising from the stay." *Nelson v. Heer*, 121 Nev. 832, 835, 122 P.3d 1252, 1254 (2005);  
10 *McCulloch v. Jeakins*, 99 Nev. 122, 123, 659 P.2d 302, 303 (1983).

12 **C. Conclusion.**

13 Based on the foregoing, Plaintiff respectfully requests that this Court deny ISLAM's  
14 Cross-Motion for Stay on Appeal as unsupported. However, if the Court does stay the judgment  
15 against ISLAM pending appeal, Plaintiff requests that ISLAM post a bond in an amount that the  
16 Court deems adequate for the security of the claim and, in any event, for an amount not less than  
17 \$369,655.61 and that an Injunction with the same terms as the Preliminary Injunction be deemed  
18 in place until the appeal is resolved.  
19

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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 27<sup>th</sup> day of November, 2013.

LAXALT & NOMURA, LTD.

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

CERTIFICATE OF SERVICE

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

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

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

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

DATED this 27 day of November, 2013.

  
L. MORGAN BOGUMIL

1 **1830**  
2 **MARK WRAY, #4425**  
3 **LAW OFFICES OF MARK WRAY**  
4 **608 Lander Street**  
5 **Reno, Nevada 89509**  
6 **(775) 348-8877**  
7 **(775) 348-8351 fax**  
8 **Attorneys for Defendant SUMONA ISLAM**

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

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

16 **Plaintiff,**

**Case No. CV12-01171**

17 **vs.**

**Dept. B7**

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

25 **Defendants.**

26  
27 **REPLY IN SUPPORT OF DEFENDANT SUMONA ISLAM'S MOTION FOR**  
28 **ORDER TO FILE ATTORNEYS FEES RECORDS OF ATLANTIS IN THE**  
29 **OFFICIAL COURT RECORD**

30  
31 The Atlantis opposition suggests that its billings records used by the Court in  
32 this case should not be included in the official record and in fact, the Atlantis wants the  
33 evidence altered or destroyed. Islam suspected that was the case; that's why Islam

1 brought this motion. The Atlantis "vehemently" objects and complains that is a  
2 "travesty of justice" for the evidence to be preserved, but the position of the Atlantis is  
3 unreasonable, a denial of Due Process, and prejudicial to Islam's rights on appeal.

4 **1. The Record Requires that the Billings Records Be Preserved**

5 On Aug. 22, 2013, the Atlantis filed a motion asking for an award of  
6 \$330,490.50 in attorneys fees. The motion contained no itemized billings. On Sept.  
7 3<sup>rd</sup>, Islam properly objected that NRCP 54(d) and Supreme Court case law required the  
8 Atlantis to file and serve billings records. The Atlantis replied on Sept. 10<sup>th</sup> that it  
9 would submit the supporting records *in camera* if requested. The motion was  
10 submitted. The Court did not deny the motion, or issue any order relating to the failure  
11 to submit supporting records.<sup>1</sup>

12 As far as Islam knows, after the motion had been under submission for several  
13 weeks, on Oct. 1<sup>st</sup> the Atlantis served notice that it had submitted billing records to the  
14 court *in camera* and that the records were "not part of the file in this case." Islam  
15 immediately filed an objection, which the Court did not rule upon. Over a month later,  
16 the Court awarded fees to the Atlantis. Islam immediately appealed and filed the  
17 instant motion to preserve the billings records as part of the official record.

18 The position of the Atlantis that the billings are "not part of the file in this case"  
19 is specious. The billings were part of this action when the judge reviewed them for the  
20 purpose of making an award against Islam. Both the Atlantis and the Court were fully  
21 aware that Islam objected that the procedure violated Due Process. Disregarding the  
22 objections, the Atlantis submitted all its billings *ex parte* to the Court, apparently  
23 choosing to do so in unredacted form. These billings were then used to form the basis  
24 for the award of \$303,711. They need to be preserved for the record.

25  
26 <sup>1</sup> The Court issued an order stating the Grand Sierra billings were not reasonably  
27 particular and directing the Grand Sierra to provide proper documentation. *See Order*,  
28 Nov. 6, 2013. As far as Islam knows, no such order occurred in the case of the Atlantis,  
nor does the Court's order of Nov. 8, 2013 awarding the fees to the Atlantis mention  
how the Atlantis billings were allowed to be submitted *in camera* to the Court.

1           2.     **The Atlantis Already Passed Over Its Opportunity to Show that**  
2                   **Billings Records Were Allegedly Attorney-Client Privileged**

3           The opposition argues that making the billings part of the record in the case  
4           would be an involuntary waiver of the attorney-client privilege, and the Atlantis must  
5           therefore be allowed to redact portions of them before they become "public."

6           The argument that the Atlantis had no opportunity to claim privilege is untrue.  
7           The Atlantis not only had the opportunity, the Atlantis took the opportunity, in its  
8           motion for fees, reply, and its response to Islam's objections, to claim a blanket claim  
9           of privilege as to all its billings.

10          Rather than lacking the opportunity to claim privilege, the Atlantis simply failed  
11          to establish that any privilege applies. Attorneys fees billings are *not* automatically  
12          subject to a blanket privilege. Blanket assertions of privilege as to attorneys billings are  
13          "extremely disfavored" and "[t]he privilege must ordinarily be raised as to each record  
14          sought to allow the court to rule with specificity." *Id.* The identity of the client, the  
15          case name for which the payment was made, the amount of the fee, and the general  
16          nature of the services performed are not privileged. *Id.* at 130.

17          Atlantis made no redactions, and offered no evidence or argument, as to why any  
18          of its billings are privileged. The burden is on the party asserting the privilege to  
19          support it. *See, Clarke v. American Commerce National Bank*, 974 F.2d 127, 129 (9<sup>th</sup>  
20          Cir. 1992). The burden was not met.

21          Likewise, the Court made no order, and issued no findings, about any attorney-  
22          client privilege and as to why Islam should be barred from seeing the billings.

23          Due Process concerns would suggest that at a minimum, Islam, as the opposing  
24          party, should have been provided notice and an opportunity to be heard by being served  
25          with a copy of the billings lodged with the Court. *See, e.g., MGIC Indemnity Corp. v.*  
26          *Weisman*, 803 F.2d 500, 505 (9<sup>th</sup> Cir. 1986). The Atlantis instead merely asserted a  
27          blanket claim of privilege, which does not overcome Islam's Due Process rights.  
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1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b) the undersigned employee of the Law Offices of Mark  
3 Wray certifies that a true copy of the foregoing document was sealed in an envelope with  
4 prepaid postage affixed and deposited in the U.S. Mail in Reno, Nevada on  
5 Nov. 30, 2013 addressed to the following:  
6

7 Robert A. Dotson  
8 Angela M. Bader  
9 Laxalt & Nomura, Ltd.  
10 9600 Gateway Drive  
11 Reno, Nevada 89521

12 Robert Eisenberg  
13 Lemons Grundy & Eisenberg  
14 6005 Plumas Street, 3<sup>rd</sup> Floor  
15 Reno, Nevada 89509

16 Stan Johnson  
17 Cohen/Johnson  
18 255 E. Warm Springs Road, Suite 100  
19 Las Vegas, Nevada 89119  
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21 Mark Wray  
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AFFIRMATION

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

DATED: Nov. 30, 2013        
MARK WRAY

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

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

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

16 **Plaintiff,**

**Case No. CV12-01171**

17 **vs.**

**Dept. B7**

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

25 **Defendants.**

26 **ISLAM'S OPPOSITION TO THE ATLANTIS MOTION FOR CLARIFICATION**  
27 **OF ORDER REGARDING ATTORNEYS FEES AND COSTS**

28 **The Atlantis has moved for leave of court to file for reconsideration under DCR**  
**13(7) and WDCR 12(8) of the Court's November 8, 2013 order, but the Atlantis has**  
**misleadingly styled this a motion for "clarification" of a perfectly clear order.**

1 After both parties fully briefed the issues, the Court's order of November 8, 2013  
2 is clear about what costs were awarded. The order does not need to be clarified.

3 While the Court has wide discretion, reconsideration generally is appropriate only  
4 when substantially different evidence is presented afterwards or the court's order was  
5 clearly erroneous. *Masonry v. Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth,*  
6 *Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997); *Moore v. City of Las Vegas*, 92 N3v.  
7 402, 405, 551 P.2d 244, 246 (1976) ("Only in very rare instances in which new issues of  
8 fact or law are raised supporting a ruling contrary to the ruling already reached should a  
9 motion for rehearing be granted."). Nothing new or different is offered by the Atlantis in  
10 its motion for reconsideration. The Atlantis simply is not happy that the Court did not  
11 make Islam liable for all litigation costs of the Grand Sierra.

12 Disliking a ruling is not grounds for reconsidering it. Proper grounds for leave  
13 have not been shown and the motion should be denied.

14 Respectfully submitted,

15 DATED: Dec. 4, 2013

LAW OFFICES OF MARK WRAY

17 By Mark Wray  
18 MARK WRAY  
19 Attorney for Defendant SUMONA ISLAM  
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**Robert A. Dotson  
Angela M. Bader  
Laxalt & Nomura, Ltd.  
9600 Gateway Drive  
Reno, Nevada 89521**

Stan Johnson  
Terry Kinally  
Cohen/Johnson  
255 E. Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119

Robert Eisenberg  
Lemons Grundy & Eisenberg  
6005 Plumas Street, Third Floor  
Reno, Nevada 89509



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AFFIRMATION

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

DATED: Dec. 4, 2013

Mark Wray  
MARK WRAY

3785

1 ROBERT A. DOTSON, ESQ.

2 Nevada State Bar No. 5285

3 rdotson@laxalt-nomura.com

4 ANGELA M. BADER, ESQ.

5 Nevada State Bar No. 5574

6 abader@laxalt-nomura.com

7 LAXALT & NOMURA, LTD.

8 9600 Gateway Drive

9 Reno, Nevada 89521

10 Tel: (775) 322-1170

11 Fax: (775) 322-1865

12 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B7

18 Plaintiff,

19 vs.

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

26 Defendants.

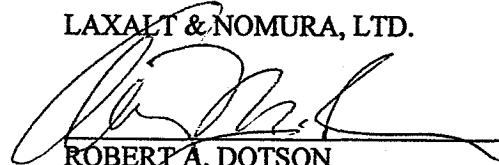
27 **REPLY IN SUPPORT OF PLAINTIFF'S MOTION FOR**  
28 **CLARIFICATION OF ORDER REGARDING ATTORNEY'S FEES AND COSTS**

29 Plaintiff GOLDEN ROAD MOTOR INN, INC. dba ATLANTIS CASINO RESORT  
30 SPA ("Plaintiff" or "ATLANTIS"), by and through undersigned counsel, Laxalt & Nomura,  
31 hereby files its Reply in support of its Motion For Clarification of the Court's Order entered on  
32 November 8, 2013 awarding costs to ATLANTIS as a prevailing party against Defendant  
33 SUMONA ISLAM ("ISLAM"). This Reply is made and based on the papers and pleadings on

1 file herein, the attached Memorandum of Points and Authorities and any argument the Court  
2 should choose to hear.

3 DATED this 10<sup>th</sup> day of December, 2013.

4 LAXALT & NOMURA, LTD.

5 

6 ROBERT A. DOTSON  
7 Nevada State Bar No. 5285  
8 ANGELA M. BADER  
9 Nevada State Bar No. 5574  
10 9600 Gateway Drive  
11 Reno, Nevada 89521  
12 (775) 322-1170  
13 Attorneys for Plaintiff

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 **I.**

16 **INTRODUCTION**

17 ISLAM believes the Court's Order of November 8, 2013 is clear about what costs were  
18 awarded, and therefore what costs were denied to ATLANTIS, and that the Order does not need  
19 to be clarified. She further criticizes ATLANTIS for styling the Motion as one for clarification  
20 when it is actually seeking a reconsideration. And further, that ATLANTIS is not happy that the  
21 Court did not make ISLAM liable for all litigation costs of MEI-GSR HOLDINGS LLC d/b/a  
22 GRAND SIERRA RESORT ("GSR").

23 To the contrary, if the Order was clear that ATLANTIS was denied the ability to tax the  
24 costs of GSR to ISLAM, the Order would have so stated. Instead, it stated that all but \$60 of the  
25 requested dollar amount of \$17,130.61 in costs was granted. The parties did not know the  
26 amount of costs awarded to GSR until the Order of November 8, 2013. Furthermore, until  
27 GSR's Memorandum of Costs was submitted on September 30, 2013, well after ISLAM's  
28 Motion to Retax was submitted on September 10, 2013, the parties did not even know the

1 amount of costs that GSR was seeking. This may be the reason that the Court did not address  
2 this item set forth in the ATLANTIS' Memorandum of Costs.

3 **II.**

4 **ARGUMENT**

5 **A. Clarification (Not Reconsideration) Of The Court's Order Regarding ATLANTIS'**  
6 **Requested Tax Of Costs Of GSR To Islam Is Requested**

7 ATLANTIS did not err in seeking clarification as opposed to reconsideration of the  
8 Court's Order. The Court's Order is clear that of the \$17,130.61 in itemized costs requested, all  
9 but \$60 of that amount was awarded, for a total of \$17,070.61. However, the Court did not  
10 address ATLANTIS' request to tax the unknown costs of GSR, later determined to be  
11 \$15,540.85 and the Order is therefore unclear. Clarification is needed so that Plaintiff can amend  
12 its Judgment against ISLAM to include the proper amount of costs awarded to it.  
13

14 **III.**

15 **CONCLUSION**

16 Based on the foregoing, ATLANTIS respectfully requests that the Court clarify whether  
17 the costs awarded to GSR in the amount of \$15,540.85 may be taxed against ISLAM by the  
18 ATLANTIS.  
19

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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 10<sup>th</sup> day of December, 2013.

LAXALT & NOMURA, LTD.



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

**CERTIFICATE OF SERVICE**

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

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

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

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

DATED this 10 day of December, 2013.

  
L. MORGAN BOGUMIL

1  
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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  
10 GOLDEN ROAD MOTOR INN, INC.,  
a Nevada corporation, dba ATLANTIS  
11 CASINO RESORT SPA,

12 Plaintiff,

13 vs.

Case No.: CV12-01171

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

Dept. No.: 7

18 Defendants.  
19 \_\_\_\_\_/

20 **ORDER**

21 On November 4, 2013, Plaintiff, GOLDEN ROAD MOTOR INN, INC., dba  
22 ATLANTIS CASINO RESORT SPA (hereafter Atlantis), filed its *Motion to Stay*  
23 *Enforcement of Judgment and for Injunction Pending Appeal*. On November 20,  
24 2013 Defendant, Defendant, MEI-GSR HOLDINGS LLC dba GRAND SIERRA  
25 RESORT (hereafter Grand Sierra), filed its *Opposition to Plaintiff's Motion to Stay*  
26 *Enforcement of Judgment and for Injunction Pending Appeal*. On November 21,  
27 2013, Defendant, SUMONA ISLAM (hereafter Islam), filed her *Opposition to*  
28 *Atlantis Motion for Stay and Injunction on Appeal, and Alternatively, Cross-Motion*

1 for Stay on Appeal Upon Posting of Nominal Bond. On November 27, 2013, Atlantis  
2 filed its *Reply in Support of Motion for Stay Enforcement of Judgment and for*  
3 *Injunction Pending Appeal and Response to Islam's Cross-Motion for Stay on*  
4 *Appeal*, and submitted the matter for decision.

5 Plaintiff seeks a stay of this court's judgment, arguing that its decision is  
6 erroneous and contrary to law. The arguments raised in this *Motion* are more  
7 appropriately addressed to the Nevada Supreme Court. If this court's findings of  
8 fact and conclusions of law are not supported by the evidence in the record or  
9 existing case law, undoubtedly the Nevada Supreme Court will so inform this court.

10 Plaintiff seeks to enforce an Injunction enjoining GSR from using Plaintiff's  
11 trade secrets. After the bench trial in this matter, this court found that GSR had not  
12 violated Nevada's Trade Secret Act. NRS 600A.030. Plaintiff contends this ruling is  
13 erroneous. This argument is more appropriately addressed to the Nevada Supreme  
14 Court. **THEREFORE**

15 Plaintiff's *Motion to Stay Enforcement of Judgment and for Injunction*  
16 *Pending Appeal* is **DENIED**.

17 DATED this 24 day of December, 2013.

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21 Patrick Flanagan  
22 Patrick Flanagan  
23 DISTRICT COURT JUDGE  
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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 24 day of December, 2013, 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. for Golden Road Motor Inn, Inc.,

Mark Wray, Esq. for Sumona Islam; and

H. Johnson, Esq. for GSR Enterprises

I deposited in the Washoe 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  
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6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7  
8 IN AND FOR THE COUNTY OF WASHOE  
9

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

12 Plaintiff,

13 vs.

Case No.: CV12-01171

14 SUMONA ISLAM, an individual,  
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SIERRA RESORT; ABC  
16 CORPORATIONS; XYZ  
PARTNERSHIPS; and JOHN DOES I  
17 through X, inclusive,

Dept. No.: 7

18 Defendants.  
19 \_\_\_\_\_/

20 **ORDER**

21 On November 13, 2013, Defendant, SUMONA ISLAM (hereafter Islam), filed  
22 her *Motion for Order to File Attorneys' Fees Records of Atlantis in the Official Court*  
23 *Record*. On November 21, 2013, Plaintiff, GOLDEN ROAD MOTOR INN, INC., dba  
24 ATLANTIS CASINO RESORT SPA (hereafter Atlantis), filed its *Response to Islam's*  
25 *Motion for Order to File Attorneys' Fees Records of Atlantis in the Official Court*  
26 *Record*. On November 30, 2013, Islam filed her *Reply* and submitted the matter for  
27 decision.

28 ///

1           Because this court reviewed the un-redacted billing records of Plaintiff's  
2 counsel in determining the appropriate allocation of fees as against the two  
3 defendants, Defendant ISLAM seeks an Order from this court to file these records  
4 into the public record of this case. This action would necessarily invade the  
5 attorney-client privilege between Plaintiff and its counsel.  
6

7           Nevertheless, this court will Order Plaintiff's counsel to provide Defendant  
8 ISLAM's counsel with a redacted version of its billing records with thirty (30) days  
9 of this Order. **THEREFORE**

10           Defendant ISLAM's *Motion for Order to File Attorney's Fees Records of*  
11 *Atlantis in the Official Court Record* is **DENIED**.

12           DATED this 24 day of December, 2013.

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15           Patrick Flanagan  
16           Patrick Flanagan  
17           DISTRICT COURT JUDGE  
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3 **CERTIFICATE OF SERVICE**

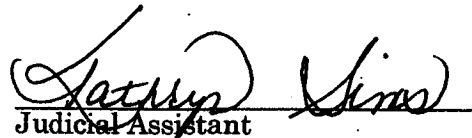
4 Pursuant to NRCp 5(b), I hereby certify that I am an employee of the Second  
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13 with the United States Postal Service in Reno, Nevada, a true copy of the attached  
14 document addressed to:

15   
16 Judicial Assistant



1 **2540**  
2 ROBERT A. DOTSON, ESQ.  
3 Nevada State Bar No. 5285  
4 rdotson@laxalt-nomura.com  
5 ANGELA M. BADER, ESQ.  
6 Nevada State Bar No. 5574  
7 abader@laxalt-nomura.com  
8 LAXALT & NOMURA, LTD.  
9 9600 Gateway Drive  
10 Reno, Nevada 89521  
11 Tel: (775) 322-1170  
12 Fax: (775) 322-1865  
13 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B7

14 Plaintiff,

15 vs.

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

22 Defendants.

23 **NOTICE OF ENTRY OF ORDERS**

24 PLEASE TAKE NOTICE, that an Order denying Plaintiff's Motion to Stay Enforcement  
25 of Judgment and For Injunction Pending Appeal, and an Order denying Islam's Motion For  
26 Order to File Attorney's Fees Records of Atlantis in the Official Court Record, were entered on  
27 December 24, 2013. Copies of said Orders are attached hereto as Exhibits 1 and 2, respectively.

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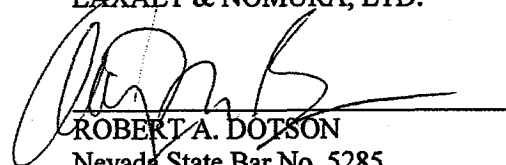
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**Affirmation Pursuant to NRS 239B.030**

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

Dated this 26th day of December, 2013.

LAXALT & NOMURA, LTD.



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

1  
2  
3 **CERTIFICATE OF SERVICE**

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

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

23 Steven B. Cohen, Esq.  
24 Stan Johnson, Esq.  
25 Terry Kinnally, Esq.  
26 Cohen-Johnson, LLC  
27 255 E. Warm Springs Rd, Ste 100  
28 Las Vegas, NV 89119

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

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

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

DATED this 26 day of December, 2013.

  
L. MORGAN BOGUMIL

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**INDEX OF EXHIBITS**

EXHIBIT	DESCRIPTION	PAGES
1	Order [denying Plaintiff's Motion to Stay Enforcement of Judgment and For Injunction Pending Appeal]	4
2	Order [denying Islam's Motion For Order to File Attorney's Fees Records of Atlantis in the Official Court Record]	4

**EXHIBIT 1**

**FILED**  
Electronically  
12-26-2013:01:55:19 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 4220324

**EXHIBIT 1**

**FILED**

Electronically

12-24-2013:03:23:09 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 4218757

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6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR THE COUNTY OF WASHOE  
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10 GOLDEN ROAD MOTOR INN, INC.,  
11 a Nevada corporation, dba ATLANTIS  
CASINO RESORT SPA,

12 Plaintiff,

13 vs.

Case No.: CV12-01171

14 SUMONA ISLAM, an individual,  
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16 SIERRA RESORT; ABC  
CORPORATIONS; XYZ  
17 PARTNERSHIPS; and JOHN DOES I  
through X, inclusive,

Dept. No.: 7

18 Defendants.  
19 \_\_\_\_\_/

20 **ORDER**

21 On November 4, 2013, Plaintiff, GOLDEN ROAD MOTOR INN, INC., dba  
22 ATLANTIS CASINO RESORT SPA (hereafter Atlantis), filed its *Motion to Stay*  
23 *Enforcement of Judgment and for Injunction Pending Appeal*. On November 20,  
24 2013 Defendant, Defendant, MEI-GSR HOLDINGS LLC dba GRAND SIERRA  
25 RESORT (hereafter Grand Sierra), filed its *Opposition to Plaintiff's Motion to Stay*  
26 *Enforcement of Judgment and for Injunction Pending Appeal*. On November 21,  
27 2013, Defendant, SUMONA ISLAM (hereafter Islam), filed her *Opposition to*  
28 *Atlantis Motion for Stay and Injunction on Appeal, and Alternatively, Cross-Motion*

1 *for Stay on Appeal Upon Posting of Nominal Bond.* On November 27, 2013, Atlantis  
2 filed its *Reply in Support of Motion for Stay Enforcement of Judgment and for*  
3 *Injunction Pending Appeal and Response to Islam's Cross-Motion for Stay on*  
4 *Appeal*, and submitted the matter for decision.

5 Plaintiff seeks a stay of this court's judgment, arguing that its decision is  
6 erroneous and contrary to law. The arguments raised in this *Motion* are more  
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10

11 Plaintiff seeks to enforce an Injunction enjoining GSR from using Plaintiff's  
12 trade secrets. After the bench trial in this matter, this court found that GSR had not  
13 violated Nevada's Trade Secret Act. NRS 600A.030. Plaintiff contends this ruling is  
14 erroneous. This argument is more appropriately addressed to the Nevada Supreme  
15 Court. **THEREFORE**

16 Plaintiff's *Motion to Stay Enforcement of Judgment and for Injunction*  
17 *Pending Appeal* is **DENIED**.

18 DATED this 24 day of December, 2013.

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21 Patrick Flanagan  
22 Patrick Flanagan  
23 DISTRICT COURT JUDGE  
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**Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,  
Mark Wray, Esq. for Sumona Islam; and  
H. Johnson, Esq. for GSR Enterprises**

Sathya Vinu  
Judicial Assistant



**EXHIBIT 2**

**FILED**  
Electronically  
12-26-2013:01:55:19 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 4220324

**EXHIBIT 2**

**FILED**

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Joey Orduna Hastings

Clerk of the Court

Transaction # 4218764

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

12 Plaintiff,

13 vs.

Case No.: CV12-01171

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

Dept. No.: 7

18 Defendants.  
19

20 **ORDER**

21 On November 13, 2013, Defendant, SUMONA ISLAM (hereafter Islam), filed  
22 her *Motion for Order to File Attorneys' Fees Records of Atlantis in the Official Court*  
23 *Record*. On November 21, 2013, Plaintiff, GOLDEN ROAD MOTOR INN, INC., dba  
24 ATLANTIS CASINO RESORT SPA (hereafter Atlantis), filed its *Response to Islam's*  
25 *Motion for Order to File Attorneys' Fees Records of Atlantis in the Official Court*  
26 *Record*. On November 30, 2013, Islam filed her *Reply* and submitted the matter for  
27 decision.

28 ///

1           Because this court reviewed the un-redacted billing records of Plaintiff's  
2 counsel in determining the appropriate allocation of fees as against the two  
3 defendants, Defendant ISLAM seeks an Order from this court to file these records  
4 into the public record of this case. This action would necessarily invade the  
5 attorney-client privilege between Plaintiff and its counsel.  
6

7           Nevertheless, this court will Order Plaintiff's counsel to provide Defendant  
8 ISLAM's counsel with a redacted version of its billing records with thirty (30) days  
9 of this Order. **THEREFORE**

10           Defendant ISLAM's *Motion for Order to File Attorney's Fees Records of*  
11 *Atlantis in the Official Court Record* is **DENIED**.

12           DATED this 24 day of December, 2013.

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15           Patrick Flanagan  
16           Patrick Flanagan  
17           DISTRICT COURT JUDGE  
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3 **CERTIFICATE OF SERVICE**

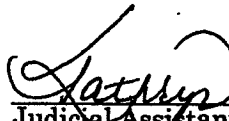

4 Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second  
5 Judicial District Court of the State of Nevada, County of Washoe; that on this  
6 24 day of December, 2013, I electronically filed the following with the Clerk of  
7 the Court by using the ECF system which will send a notice of electronic filing to  
8 the following:

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

10 Mark Wray, Esq. for Sumona Islam; and

11 H. Johnson, Esq. for GSR Enterprises

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

15  
16   
17 Judicial Assistant 

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

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

Plaintiff,

vs.

Case No.: CV12-01171

Dept. No.: 7

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

Defendants.

**ORDER**

On November 21, 2013, Plaintiff, GOLDEN ROAD MOTOR INN, INC., dba  
ATLANTIS CASINO RESORT SPA (hereafter Atlantis), filed its *Motion for  
Clarification of Order Regarding Attorney's Fees and Costs*. On December 4, 2013,  
Defendant, SUMONA ISLAM (hereafter Islam), filed her *Opposition to the Atlantis  
Motion for Clarification of Order Regarding Attorney's Fees and Costs*. On December  
10, 2013, Atlantis filed its *Reply* and submitted the matter for decision.

///


///

Plaintiff's Motion for Clarification is GRANTED. The costs of \$15,540.85 awarded to GSR against Atlantis may not be taxed to ISLAM.

DATED this 3 day of January, 2014.

Patrick Flanagan  
Patrick Flanagan  
DISTRICT COURT JUDGE

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Judicial Assistant

1 **COHEN-JOHNSON, LLC**  
2 H. STAN JOHNSON, ESQ.  
3 Nevada Bar No. 00265  
4 sjohnson@cohenjohnson.com  
5 TERRY KINNALLY, ESQ.  
6 Nevada Bar No. 6379  
7 tkinnally@cohenjohnson.com  
255 E. Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119  
Telephone: (702) 823-3500  
Facsimile: (702) 823-3400  
Attorneys for Plaintiff

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

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

13 Plaintiff,

14 vs.

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

18 Defendants.

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

19 **RENEWED MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS TO**  
20 **DEFENDANT GSR PURSUANT TO NRS 600A.060, NRCP 68 AND NRS 17.115**

21 COMES NOW Defendant GRAND SIERRA RESORT (GSR) by and through their  
22 counsel of record, H. Stan Johnson, Esq., of the law firm of Cohen Johnson LLC, and files this  
23 Renewed Motion for Attorney's Fees pursuant to NRS 600A.060, NRCP 68 and NRS 17.115  
24 and in support of this motion state as follows:

25 ///

26 ///

27 ///

28 ///

///

///

COHEN-JOHNSON, LLC

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



1 This motion is based upon the Points and Authorities set forth below, Defendants  
2 Affidavit of Attorney's Fees, the attached exhibits as well as all other pleadings and papers on  
3 file herein any argument of counsel which may be permitted at a hearing on the matter.

4 Dated this 17<sup>th</sup> day of January, 2014.

5 COHEN-JOHNSON, LLC

6  
7 /s/ H. STAN JOHNSON

8 H. STAN JOHNSON

9 Nevada Bar No. 00265

10 TERRY KINNALLY, ESQ.

11 Nevada Bar No. 06379

12 255 E. Warm Springs Road, Suite 100

13 Las Vegas, Nevada 89119

14 Telephone: (702) 823-3500

15 Facsimile: (702) 823-3400

16 Attorneys for Grand Sierra Resort

17 POINTS AND AUTHORITIES

18 I. FACTS

19 Plaintiff brought suit against the Defendant alleging various causes of action based on the  
20 hiring of Sumona Islam by the Grand Sierra Resort. Most significantly for Tortious Interference  
21 with an employment contract, Tortious Interference with a Prospective Economic Advantage,  
22 and Violation of the Nevada Trade Secret Act. On May 20, 2013 the GSR served Plaintiff with  
23 an Offer of Judgment in the amount of \$75,000.00 which was rejected (Exhibit 1). The matter  
24 proceeded to a bench trial before the Honorable Patrick Flanagan and a judgment was entered in  
25 favor of Grand Sierra Resort as to all claims. Further pursuant to NRS 600A.060 the Court  
26 awarded GSR its attorney's fees and costs.

27 On October 19, 2013, Grand Sierra filed its original *Motion for Attorney Fees*. On  
28 November 4, 2013, Atlantis filed its *Opposition to GSR's Motion for Award of Attorney's Fees and Costs* and *Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Motion for Award of Attorney's Fees and Costs*. On November 6, 2013 this court ordered GSR to resubmit its invoices with more definite statements sufficient for this court to conduct a proper review of

1 the attorney fee's and costs incurred by GSR. On November 11, 2013 this court entered its  
2 Order awarding Atlantis \$17,070.61 in costs and \$303,711.00 in attorney fees. The court  
3 awarded Grand Sierra \$15,540.85 in costs and denied Grand Sierra's *Motion for Attorney Fees*  
4 without prejudice.

5 To comply with the court's order; more detailed invoices are being submitted directly to  
6 the court's chambers concurrently with this motion.

7 **II. LAW AND ARGUMENT**

8 **A. GSR IS ENTITLED TO ITS FEES UNDER NEVADA LAW.**

9 Defendant have a three-fold claim for damages in this matter under NRS 600A.060,  
10 NRCF 68, and NRS § 17.115, each of which provides a basis for an award of attorney's fees.

11 Defendant is entitled to fees under NRS 600A.060, which provides:

12 If:

- 13 1. A claim of misappropriation is made in bad faith;  
14 2. A motion to terminate an injunction is made or resisted in bad faith; or  
15 3. Willful and malicious misappropriation exists, the court may award  
reasonable attorney's fees to the prevailing party.

16 The court found:

17 That the failure of Atlantis to produce any credible evidence at trial that  
GSR misappropriated trade secrets belonging to Atlantis constitutes bad faith that  
18 is shown by the Plaintiff's knowledge of certain facts as set forth in the findings  
of facts above; the decision to move forward against GSR and the extent of the  
19 litigation against GSR despite a lack of direct evidence against GSR. This is a  
sufficient basis for an award of attorney fees pursuant to NRS 600A.060.  
20 Defendants are not required to prove a negative and under the objective specious  
standard a lack of evidence in the records of misappropriation; in addition to the  
actions as set forth above is enough to show that the claim of misappropriation  
21 was made in bad faith. (*Sasco v. Rosendin Electric Inc.* 143 Cal. Rptr.3d 828, 207  
Cal. App. 4<sup>th</sup> 837 (CA 2012) and entitles GSR to Attorney's fees and costs in this  
22 matter.

23 (Findings of Fact and Conclusions of Law and Judgment, paragraph 5 page 6  
attached hereto as Exhibit 2)

24 Defendant is also entitled to attorney fees based on the Plaintiff's rejection of the  
25 Defendant's offer of judgment under NRCF 68 and NRS §17.155

26 N.R.S. §17.115 provides in pertinent part:

27 ...3. If the offer of judgment is not accepted pursuant to subsection 2 within 10  
28 days after the date of service, the offer shall be deemed rejected by the party to  
whom it was made and withdrawn by the party who made it. The rejection of an

offer does not preclude any party from making another offer pursuant to this section. Evidence of a rejected offer is not admissible in any proceeding other than a proceeding to determine costs and fees.

4. Except as otherwise provided in this section, if a party who rejects an offer of judgment fails to obtain a more favorable judgment, the court:

(a) May not award to the party any costs or attorney's fees;

(b) May not award to the party any interest on the judgment for the period from the date of service of the offer to the date of entry of the judgment;

(c) Shall order the party to pay the taxable costs incurred by the party who made the offer; and

(d) May order the party to pay to the party who made the offer any or all of the following:

(1) A reasonable sum to cover any costs incurred by the party who made the offer for each expert witness whose services were reasonably necessary to prepare for and conduct the trial of the case.

(2) Any applicable interest on the judgment for the period from the date of service of the offer to the date of entry of the judgment.

(3) Reasonable attorney's fees incurred by the party who made the offer for the period from the date of service of the offer to the date of entry of the judgment... (emphasis added)

The Offer was also served pursuant to NRCP 68 which provides:

...(f) Penalties for Rejection of Offer. If the offeree rejects an offer and fails to obtain a more favorable judgment,

(1) the offeree cannot recover any costs or attorney's fees and shall not recover interest for the period after the service of the offer and before the judgment; and

(2) the offeree shall pay the offeror's post-offer costs, applicable interest on the judgment from the time of the offer to the time of entry of the judgment and reasonable attorney's fees, if any be allowed, actually incurred by the offeror from the time of the offer. If the offeror's attorney is collecting a contingent fee, the amount of any attorney's fees awarded to the party for whom the offer is made must be deducted from that contingent fee.

The facts of the case show that the Defendants met the requirements of both the statute and the rule. The Offer of Judgment (Exhibit 1) was served to the Plaintiffs on May 20, 2013. The Plaintiffs did not accept the Offer which expired after ten days and failed to obtain a more favorable judgment at trial, and following the trial the Court found that Plaintiff's conduct

1 constituted bad faith under NRS 600A.060.

2 **B. THE COURT SHOULD AWARD THE DEFENDANT THE ATTORNEY'S**  
3 **FEES INCURRED IN DEFENDING THIS ACTION**

4 Defendants are also entitled to recover attorney's fees for the cost of defending this action  
5 through trial. Since the factors governing the awards vary they will be addressed separately.

6 **1. Fees under NRS 600A.060**

7 In determining whether or not fees are appropriate under NRS 600A.060 the Court must  
8 consider the factors set forth in *Brunzell v. Golden Gate National Bank* 85 Nev. 345, 455 P.2d 31  
9 (1969). These are:

10 (1) the qualities of the advocate, his training, education, experience,  
11 professional standing and skill; (2) the character of the work to be done: its  
12 intricacy, its importance, time and skill required, the responsibility imposed and  
13 the prominence and character of the parties where they affect the importance of  
14 the litigation; (3) the work actually performed by the lawyer: the skill time and  
15 attention given to the work; (4) the result: whether the attorneys was successful  
16 and what benefits were derived.

17 In regards to the first factor, Mr. Johnson has filed an affidavit in support of this motion  
18 which sets forth his qualifications and the work actually performed by the attorneys. Also  
19 provided is a copy of the Cohen Johnson LLC firm resume attached as Exhibit 3 to the affidavit  
20 of Mr. Johnson.

21 As to the character of the work to be done that is self-evident from the nature of the case.  
22 This was an action between two major gaming corporations and the results were bound to have  
23 far reaching effects on the entire gaming industry. Among these was the question of the scope of  
24 a permissible non-competition agreement. In an industry where employees often change  
25 employers this was highly important far beyond the immediate conflict. Even more critical as to  
26 the entire gaming industry was the issue concerning what constitutes a "trade secret" for  
27 purposes of a casino host transferring a book of business from one casino to another. The  
28 confirmation that a host owns his or her personal book of business will have wide and long  
lasting effects on the gaming industry. Equally important was the determination of what specific  
information was a no portable trade secret, as opposed to that information which the host was

1 free to take upon a change in employment. Another significant issue in this case was the  
2 determination of what obligation or duty a casino hiring a host has to insure that the book of  
3 trade proffered by the host is in fact the personal property of the host and the information  
4 contained therein does not constitute a misappropriation of a trade secret. All of these issues  
5 were raised at trial, and the importance of their resolution in favor of GSR cannot be  
6 understated. Also important was the determination that the bringing of an action alleging a  
7 misappropriation of a trade secret, unsupported by credible evidence constitutes bad faith, will  
8 served a warning that such claims should not be lightly brought.

9 The work performed is set forth not only in Mr. Johnson's affidavit, but was evident from  
10 the trial. Defendant conducted extensive discovery, obtained expert testimony, had to provide  
11 the best defense for GSR while acknowledging the potential conflict with co-defendant Sumona  
12 Islam. The attorneys for GSR were able to not only able to provide such a defense but also  
13 demonstrated a professional skill and knowledge concerning not only the law of trade secrets but  
14 employment law, contract interpretation, and the esoteric field of actual versus theoretical  
15 damages within the gaming industry. It should also be noted, that even though Counsel believed  
16 that GSR would prevail at trial, Counsel took the reasonable and professional position of  
17 evaluating the costs of litigation, and determining that an offer of settlement would be in GSR's  
18 best financial interests and obtained GSR's consent to an Offer of Judgment which was served  
19 prior to the intensive preparation necessary for trial.

20 As to the final factor, the results speak for themselves. Atlantis sought damages ranging  
21 from several hundred thousand dollars to an excess of four million dollars. These claims were  
22 successfully refuted at trial and not only provided GSR with the obvious benefit of having  
23 liability decided in its favor but in affirming its basic approach to the hiring of casino hosts.  
24 GSR's policy of having any non-competition agreements reviewed by independent counsel and  
25 relying upon that review was found to have been appropriate, as was its policy of informing  
26 hosts that it did not want a host to bring any information improperly obtained from an employer  
27 with them. The practice of asking hosts to limit the information provided to contract information  
28 was also found to be in accordance with Nevada law.

1           2.     Attorney's fees pursuant to the Offer of Judgment

2           Even though the Defendant is entitled to fees under NRS 600A.060 from the institution  
3 of the litigation, the entitlement under the Offer of Judgment dated May 20, 2013, must also be  
4 considered.

5           There are also factors which must be considered by the Court in determining whether or  
6 not fees are reasonable under an Offer of Judgment. These factors are set forth in Beattie v.  
7 Thomas, 99 Nev. 579, 668 P.2d 268 (Nev. 1983) as:

8  
9           (1) whether the plaintiff's claim was brought in good faith; (2) whether the  
10 defendants' offer of judgment was reasonable and in good faith in both its timing  
11 and amount; (3) whether the plaintiff's decision to reject the offer and proceed to  
trial was grossly unreasonable or in bad faith; and (4) whether the fees sought by  
the offeror are reasonable and justified in amount. *id at p.274*

12           1.     While the initial filing of the lawsuit may have been in good faith, the Court  
13 determined that the continuance of the litigation when there was no credible evidence in support  
14 of the claims constituted bad faith. Plaintiff should have been aware of this lack of supporting  
15 evidence at the time of the filing of the Offer of Judgment.

16           2.     Plaintiff's offer of judgment was reasonable and in good faith in both its timing  
17 and amount. The offer was made in May 2013, following the close of discovery and two months  
18 prior to trial, before Defendants counsel would enter into a phase of concentrated trial  
19 preparation. Plaintiff had received and reviewed the report of the Defendant's expert which set  
20 damages at an amount of less than \$20,000.00.

21           3.     Plaintiff's rejection of the \$75,000.00 Offer was grossly unreasonable and or in  
22 bad faith. At the time the Plaintiff rejected the Offer of Judgment knew that it had no credible  
23 evidence supporting the claims that GSR has misappropriated trade secrets and had reviewed the  
24 report of Jeremy Aguero showing that any potential damages against GSR were less than  
25 \$20,000.00 and therefore a rejection was not reasonable under the circumstances.

26           4.     The attorneys sought are reasonable in amount and justified. The trial counsel in  
27 this matter, H. Stan Johnson, Esq. and Steven B. Cohen, Esq. are both seasoned and experienced  
28 trial attorneys, each of whom has been in practice for more than 25 years. In addition, Terry

1 Kinnally who also worked on the case has practiced for more than 25 years and has extensive trial  
2 experience. Moreover, the heaviest concentration of billing was incurred in the actual  
3 preparation for and attendance at trial. Had Plaintiff accepted the Offer of Judgment in May the  
4 billings would have been far less. The results of the litigation demonstrate that the time spent  
5 was necessary and the participation of Mr. Johnson, Mr. Cohen and Ms. Kinnally's was justified.  
6 Defendant's counsel had an obligation to expend all the time necessary to prepare GSR's defense  
7 and to prevail at trial. Plaintiff now appears to be admitting that its claims were so frivolous in  
8 nature that it was unnecessary for the Defendant to prepare at all, and should have been able to  
9 prevail without effort. Plaintiffs were seeking a multi-million dollar award of damages and a  
10 permanent injunction against GSR as well as punitive damages. The documents produced at trial  
11 and in discovery consisted of thousands of pages of e-mails and other documents and embraced  
12 elements of both tort and contract law, as well as the law of trade secrets. To now claim that this  
13 was not a major litigation, requiring minimum preparation is ludicrous.

14 Lastly the fact that the Plaintiff's maintenance of the litigation was in bad faith is fatal to  
15 its claims that the fees are unreasonable. It was unreasonable for Defendant to incur such  
16 substantial fees to defend itself against the claims brought against it. Plaintiff chooses to bring the  
17 suit, maintain it despite the lack of supporting evidence, and reject the offer of judgment and  
18 proceed to trial where it lost. Having lost Plaintiff now seeks to avoid the consequences of its  
19 bad faith by minimizing the attorney's fees it has to pay by claiming that the fees were not  
20 necessary, and Defendant should have been able to win the case more cheaply. This argument  
21 should not sway the Court. Defendant should be granted the full amount of attorney's fees  
22 sought.

### 23 3. Sumona Islam Should Not be Held Liable for GSR's Attorney's Fees

24 Plaintiff also has claimed that Sumona Islam should be held liable for GSR's attorneys  
25 fees. This is not so. Ms. Islam and GSR retained separate counsel and the issues against them  
26 were not the same. Plaintiff claimed that GSR induced Ms. Islam to violate her non-  
27 confidentiality agreement and also claimed that GSR misappropriated trade secret information.  
28 Plaintiff also claimed that GSR had an independent duty to investigate and determine that the

1 information contained in Ms. Islam's book of trade did not include improperly obtained  
2 information. The claims against GSR were not based on vicarious liability founded on Ms.  
3 Islam's conduct but on separate and distinct independent claims against GSR. The causes of  
4 action were different, as were the elements of proof required. This is amply demonstrated by the  
5 fact that the Plaintiff prevailed on claims against Ms. Islam, but failed to prevail upon a single  
6 claim against GSR.

7 Even were this Court to determine that Ms. Islam should be held ultimately liable for  
8 GSR's fees, the appropriate remedy would be to award the fees and allow GSR to collect them  
9 from Atlantis directly, and then grant Atlantis an additional judgment against Ms. Islam for  
10 those fees. Atlantis should not be permitted to avoid its liability which is predicated on its own  
11 bad faith, by passing those costs onto Ms. Islam directly. There have been no findings of  
12 liability against Ms. Islam in favor of GSR. Any award of fees against Atlantis must be satisfied  
13 by Atlantis, and only upon proof of payment of those fees in full, should it be permitted to seek  
14 further relief from Ms. Islam.

### 15 III. CONCLUSION

16 For all the reasons cited above the Court should award the Defendant its full attorney's  
17 fees against Atlantis and enter a judgment against Atlantis for the same. Therefore Defendants  
18 ask that this Court to enter an Order:

19 1. Confirming the findings that Plaintiff maintained this action in bad faith and that  
20 Defendant GSR is entitled to its attorney's fees in the amount of \$391,932.80.

21 2. Finding that the Defendant's Offer of Judgment was properly served on Plaintiff  
22 on May 20, 2013, more than ten days prior to the trial;

23 3. Finding that the Defendant has demonstrated its entitlement to fees under Nevada  
24 law based on a consideration of both the *Brunzell* and *Beattie* factors.

25 4. Finding that the attorney's fees sought are reasonable and justified;

26 5. Awarding Defendants attorney's fees in the amount of \$391,932.80.

27 6. Confirming the award of costs in the amount of \$15,540.85.

28 7. Granting Defendant GSR a judgment against Atlantis in the amount of



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

1 \$406,789.59; consisting of \$391,932.80 in attorney fees and \$15,540.84 in costs.  
2 8. Granting Defendant GSR post judgment interest in the statutory amount.

3 Dated this 17<sup>th</sup> day of January, 2014.

4 COHEN-JOHNSON, LLC

5  
6 /S/ H. STAN JOHNSON  
7 H. STAN JOHNSON  
8 Nevada Bar No. 00265  
9 255 E. Warm Springs Road, Suite 100  
10 Las Vegas, Nevada 89119  
11 Telephone: (702) 823-3500  
12 Facsimile: (702) 823-3400  
13 Attorneys for Grand Sierra Resort  
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COHEN-JOHNSON, LLC

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

**Affirmation Pursuant to NRSB.030**

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

Dated this 17<sup>th</sup> day of January, 2014.

**COHEN-JOHNSON, LLC**

/S/ H. STAN JOHNSON

H. STAN JOHNSON

Nevada Bar No. 00265

TERRY KINNALLY, ESQ.

Nevada Bar No. 06379

255 E. Warm Springs Road, Suite 100

Las Vegas, Nevada 89119

Telephone: (702) 823-3500

Facsimile: (702) 823-3400

Attorneys for Grand Sierra Resort

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

INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION OF DOCUMENTS PROVIDED IN SUPPORT OF ATTORNEYS FEES:	PAGES
1	May 20, 2013 Offer of Judgment	2,3,4,6,7,9
2	Findings of Fact Conclusions of Law and Judgment	3

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

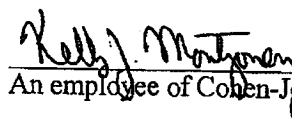
CERTIFICATE OF MAILING

I hereby certify that on the 17<sup>th</sup> day of January, 2014, I served a copy of the foregoing  
MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS TO DEFENDANTGSR  
PURSUANT TO NRS 600A.060, NRCP 68 AND NRS 17.115 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.  
[rdotson@laxalt-nomura.com](mailto:rdotson@laxalt-nomura.com)  
Angela M. Bader, Esq.  
Laxalt & Nomura, Ltd.  
9600 Gateway Drive  
Reno, Nevada 89521  
Attorney for Plaintiff

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

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

  
An employee of Cohen-Johnson, LLC

FILED  
Electronically  
2014-01-21 16:17:13  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 4268074 : mcholino

**Exhibit "1"**

**Exhibit "1"**

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

1 COHEN-JOHNSON, LLC  
2 H. STAN JOHNSON  
3 Nevada Bar No. 00265  
4 sjohnson@cohenjohnson.com  
5 BRIAN A. MORRIS, ESQ.  
6 Nevada Bar No. 11217  
7 bam@cohenjohnson.com  
8 255 E. Warm Springs Road, Suite 100  
9 Las Vegas, Nevada 89119  
10 Telephone: (702) 823-3500  
11 Facsimile: (702) 823-3400  
12 Attorneys for Grand Sierra Resort

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

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

18 Plaintiff,

19 vs.

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

25 Defendants.

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

26 AMENDED OFFER OF JUDGMENT

27 Defendant NAV-RENO GS, LLC a Nevada Limited Liability Company, d/b/a GRAND  
28 SIERRA RESORT by and through its counsel of H. Stan Johnson, Esq of the law firm of Cohen  
Johnson LLC; pursuant to the provisions set forth in N.R.C.P. 68 and N.R.S. 17.115, hereby  
offers to allow judgment to be entered in favor of Plaintiff Golden Road Motor Inn Inc, a Nevada  
Corporation, d/b/a/ Atlantis Casino Resort Spa and against Defendant Grand Sierra Resort in this  
action in the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00). This sum shall be  
the total amount Defendant shall be obligated to pay on account of any liability herein, including  
costs and attorney's fees otherwise recoverable in this action.

This Offer of Judgment is made in good faith and solely for the purposes specified in

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

1 Rule 68 of the Nevada Rules of Civil Procedure and NRS 17.115, and is not to be construed as  
2 an admission of any kind. This offer is inclusive of all claims asserted by Plaintiff against  
3 Defendant arising out of and/or relating to the subject matter of this action, including damages,  
4 penalties, interest, attorneys' fees, costs and any and all related expenses.  
5

6 If this offer is not accepted in writing within ten (10) days after it is served, it shall be  
7 deemed withdrawn.

8 Dated this 20 day of May, 2013.

9 COHEN-JOHNSON, LLC.

10  
11 By: 

12 H. Stan Johnson, Esq.  
13 Nevada Bar No. 00265  
14 Terry Kinnally, Esq..  
15 Nevada Bar No. 06379  
16 Brian A. Morris, Esq.  
17 Nevada Bar No. 11217  
18 255 E. Warm Springs Road, Suite 100  
19 Las Vegas, Nevada 89119  
20 Attorneys for Grand Sierra Resorts  
21  
22  
23  
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25  
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27  
28

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

**CERTIFICATE OF MAILING**

I hereby certify that on the 20<sup>th</sup> day of May, 2013, I served a copy of the foregoing  
**AMENDED OFFER OF JUDGMENT** upon each of the parties via email and by depositing a  
copy of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class  
Postage fully prepaid, and addressed to:

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

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

  
An employee of Cohen-Johnson, LLC



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2014-01-21 16:17:13  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 4268074 : mcholino

**Exhibit "2"**

**Exhibit "2"**

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

1 COHEN-JOHNSON, LLC  
2 H. STAN JOHNSON  
3 Nevada Bar No. 00265  
4 sjohnson@cohenjohnson.com  
5 BRIAN A. MORRIS, ESQ.  
6 Nevada Bar No. 11217  
7 bam@cohenjohnson.com  
8 255 E. Warm Springs Road, Suite 100  
9 Las Vegas, Nevada 89119  
10 Telephone: (702) 823-3500  
11 Facsimile: (702) 823-3400  
12 Attorneys for Grand Sierra Resort

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

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

18 Plaintiff,

19 vs.

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

23 Defendants.

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

24 FINDINGS OF FACT AND  
25 CONCLUSIONS OF LAW AND  
26 JUDGMENT

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

29 FINDINGS OF FACTS:

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

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Clerk of the Court  
Transaction # 4028835

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

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

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

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

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

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

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

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

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

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

25 12. A customer's name, address and contact information are not trade secrets.  
26 For purposes of this litigation it was determined that the following would constitute a trade secret

27 a) player tracking records;

28 b) other hosts customers;

- 1 c) initial buy-ins;
- 2 d) level of play;
- 3 e) table games;
- 4 f) time of play;
- 5 g) customer's personal information such as a Social Security number
- 6 h) customer's casino credit;
- 7 i) customer's location, whether they're international, regional or local player beyond
- 8 any information contained within the customer's address;
- 9 j) marketing strategy;
- 10 k) customer's birth date;
- 11 l) customer's tier ratings;
- 12 m) comp information ;
- 13 n) player's history of play;
- 14 o) player's demographics;
- 15 p) players' financial information;
- 16 q) company's financial information;
- 17 r) company's marketing strategy;
- 18 s) other employee's information and customer information.

19 13. In April 2012 house counsel for Atlantis sent a letter to GSR stating that Sumona  
20 had taken proprietary information from the Atlantis computers and changed other customer  
21 information in the Atlantis database.

22 14. Counsel for GSR informed plaintiff that Ms. Islam denied taking any proprietary  
23 information from Atlantis and requested Atlantis to provide the information which it believed  
24 had been misappropriated by Ms. Islam. Plaintiff did not provide any information.

25 15. Atlantis filed suit against Ms. Islam and GSR alleging that GSR had tortuously  
26 interfered with Atlantis' non-competition agreement, tortuously interfered with a prospective  
27 economic advantage belonging to Atlantis and violation of NRS 600A.010 commonly known as  
28 the Nevada Trade Secret Act.

1           16. Plaintiff sought a preliminary injunction which enjoined GSR from using any  
2 information provided to it from Sumona Islam. GSR took reasonable steps to insure good faith  
3 and timely compliance with the injunction.

4           17. Atlantis knew that among the names it claimed were misappropriated were names  
5 which were legally and properly included in Ms. Islam's "book trade" but despite this knowledge  
6 brought and obtained an injunction preventing GSR from marketing to these individuals from  
7 August 27, 2012 through the trial of this matter in 2013.

8           18. Atlantis presented no credible evidence that GSR had a duty to investigate the  
9 names in Ms. Islam's "book of trade" beyond making inquiries of Ms. Islam. To the contrary  
10 there was credible testimony that casinos have a right to rely on the host's statements.

11           19. GSR provided a list of all the names and information concerning those individuals  
12 added to the GSR data base by Ms. Islam which showed that the information was limited to the  
13 individual player's name, address and contact information. None of which constitutes a trade  
14 secret under NRS 600A .10.

15           20. Atlantis presented no credible evidence that GSR had tortuously interfered with  
16 its non-competition agreement with Islam. Atlantis knew that GSR had hired Ms. Islam based on  
17 its attorneys legal opinion that the agreement was overly broad in denying Ms. Islam the right to  
18 work in any capacity in any casino. Atlantis further knew or should have known that the non-  
19 competition agreement was overly broad and unenforceable and unenforceable as a matter of law  
20 but continued to prosecute the claim.

21           21. Atlantis presented no credible evidence that GSR misappropriated any  
22 information constituting a trade secret and in fact maintained the litigation and the injunction to  
23 include names of persons which it knew and admitted at trial were legally in Ms. Islam's book of  
24 business and that she was entitled to provide to GSR.

25           22. Atlantis continued and maintained the litigation against GSR for misappropriation  
26 of trade secrets even when it knew that GSR was acting in good faith by relying on Ms. Islam's  
27 assertions concerning her "book of trade" and knew that the customer information provided by  
28 Ms. Islam was limited to the customers' name, address, telephone number and contact

1 information.

2 23. GSR did not misappropriate a trade secret belonging to Atlantis;

3 24. GSR did not tortuously interfere with a contract between Sumona Islam and  
4 Atlantis.

5 25. GSR did not interfere with a prospective economic advantage belonging to  
6 Atlantis.

7 26. There is a lack of any evidence in the record that supports the claim of Atlantis  
8 that GSR misappropriated Atlantis' trade secrets and therefore, Atlantis has failed to meet its  
9 burden of proof.

10 27. That early on in the litigation Defendant Islam admitted that she had taken certain  
11 information from ATLANTIS in the form certain spiral notebooks.

12 28. That early on in the litigation Defendant Islam testified that she had not shown the  
13 information in the form of the spiral notebooks to any representative of GRS.

14 29. That early on in the litigation Defendant Islam testified and confirmed that she  
15 was told by the representatives of GSR not to bring anything with her except for herself and her  
16 relationships.

17 30. That early on in the litigation Defendant Islam testified and confirmed that she  
18 had told representatives of GSR that she did not bring trade secret information with her or that  
19 she had information belonging to ATLANTIS.

20  
21 **CONCLUSIONS OF LAW:**

22 1. The non-competition agreement between Sumona Islam and Atlantis, in  
23 prohibiting casino employment in any capacity was overly broad and unenforceable as a matter  
24 of law.

25 2. That absent an enforceable employment contract or non-competition agreement  
26 with Atlantis, GSR could not as a matter of law, interfere with contractual relations between  
27 Sumona and Atlantis.

28 3. A customer's name address, and contact information is not a trade secret under

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1 NRS 600A.010. GSR did not misappropriate any trade secrets which belonged to Atlantis by  
2 allowing Sumona Islam to upload this information into its data base.

3 4. GSR did not improperly obtain the information concerning players listed above as  
4 set forth in 600A.030 and had a good faith reliance on Ms. Islam's assurances that all the names  
5 provided were part of her personal "book of trade"

6 5. The failure of Atlantis to produce any credible evidence at trial that GSR  
7 misappropriated trade secrets belonging to Atlantis constitutes ~~"objective speciousness"~~. ~~That~~ <sup>that</sup> ~~subjective~~ bad faith is shown by the Plaintiff's knowledge of certain facts as set forth in the  
8 findings of facts above; the decision to move forward against GSR and the extent of the litigation  
9 against GSR despite a lack of direct evidence against GSR. This is a sufficient basis for an  
10 award of attorney fees pursuant to NRS 600.060. Defendants are not required to prove a  
11 negative and under the objective specious standard a lack of evidence in the record of  
12 misappropriation; in addition to the actions as set forth above; is enough to show that the claim  
13 of misappropriation was made in bad faith (*Sasco v. Rosendin Electric Inc.*, 143 Cal. Rptr. 3d  
14 828, 207 Cal. App 4th 837 (CA 2012)) and entitles GSR to Attorney's fees and costs in this  
15 matter.  
16

17 6. That Atlantis sought, obtained, and maintained a preliminary injunction in this  
18 matter that included names which Atlantis knew were not trade secrets under NRS 600A.010 and  
19 continued to maintain that injunction even when it knew that those names were art of Sumona  
20 Islam's personal book of trade in order to thwart competition for those players from GSR and  
21 said conduct is evidence of bad faith entitling GSR to an award of attorney's fees and costs.

22 7. That the claims against GSR are dismissed and judgment entered in favor of the  
23 Defendant GSR and GSR is entitled to an award of costs pursuant to NRS 18.110.

24 8. GSR is also entitled to bring an appropriate motion for fees and costs pursuant to  
25 an offer of judgment dated May 20, 2013 under NRCP 68 and NRS 17.115.  
26  
27  
28

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255 E. Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119  
(702) 823-3900 FAX: (702) 823-3400

CONCLUSION

9. Judgment in favor of Defendant GSR against Plaintiff ATLANTIS.

DATED THIS 27 DAY OF SEPTEMBER 2013

Breck Flanagan  
DISTRICT JUDGE

Submitted by:

/s/ H. Stan Johnson  
H. Stan Johnson, Esq.  
Nevada Bar No. 00265  
Terry Kinnally, Esq.  
Nevada Bar No. 06379  
COHEN JOHNSON, LLC  
255 E. Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119  
Attorneys for MEI-GSR HOLDINGS LLC



1030  
COHEN-JOHNSON, LLC  
H. STAN JOHNSON  
Nevada Bar No. 00265  
sjohnson@cohenjohnson.com  
STEVEN B. COHEN, ESQ.  
Nevada Bar No. 2327  
255 E. Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119  
Telephone: (702) 823-3500  
Facsimile: (702) 823-3400  
Attorneys for Grand Sierra Resort

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

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

Case No.: CV12-01171

Plaintiff,

Dept. No.: B7

vs.

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

Defendants.

AFFIDAVIT OF COUNSEL IN SUPPORT OF RENEWED MOTION FOR  
AWARD OF ATTORNEY'S FEES TO DEFENDANT GSR  
PURSUANT TO NRS 600 A.060, NRCP 68 AND NRS 17.115

STATE OF NEVADA )  
 )ss.  
COUNTY OF CLARK )

H. STAN JOHNSON, ESQ, being first duly sworn under oath, deposes and states as  
follows:

1. I am an attorney, duly licensed to practice law in the State of Nevada, and counsel  
for the Defendants in the foregoing matter.

///

2. I am the lead attorney for Defendant, MEI-GSR HOLDINGS, LLC d/b/a GRAND SIERRA RESORT (Defendant GSR) in the above captioned matter.

3. To comply with the court's order regarding more detailed invoices we have sent emended invoices directly to the court's chamber. In addition, the emended invoices reflect a reduction in the amount of fees sought to \$391,932.80 from the amount incurred and previously submitted to this court. It should be noted that the lower amount reflects a voluntary reduction in the amount sought, which follows the analysis the court used in its Order awarding costs to GSR. The lower amount being sought reflects a reduction of travel time as well a reduction in Mr. Cohen's time at trial and pre-trial.

4. Grand Sierra is seeking an award of fees based upon the fees and costs incurred with Cohen-Johnson, LLC in the firm's representation of Defendant GSR (the fees charges for each employees' time is also shown):

**Total Hours and Fees:**

H. Stan Johnson (Partner)	601.04 Hours	\$ <u>225,390.00</u>
Steven Cohen (Partner)	157.00 Hours	\$ <u>58,875.00</u>
Terry Kinnally (Senior Attorney)	251.50 Hours	\$ <u>88,025.00</u>
Brian Morris (Associate)	3.80 Hours	\$ <u>950.00</u>
Rikki Poll (Paralegal)	.08 Hours	\$ <u>8.80</u>
Nelson Achaval (Paralegal)	5.80 Hours	\$ <u>638.00</u>
Jennifer Russell (Paralegal)	40.10 Hours	\$ <u>4,411.00</u>
<b>Total Fees:</b>		<b>\$ 391,932.80</b>

5. All attorney's fees and costs incurred by my client were reasonable and actually and necessarily incurred in order to defend this lawsuit against Defendant GSR. Itemized time records to the tenth of an hour were maintained by each time keeper referred to in paragraph 3. Because the records are detailed, certain entries reflect the subject of confidential attorney-client communications, attorney work product and other confidential matters. The bill summaries attached hereto as Exhibit 1 are true and correct copies of summaries submitted to my client with detailed invoices. As stated, those detailed invoices contain descriptions of the work done,

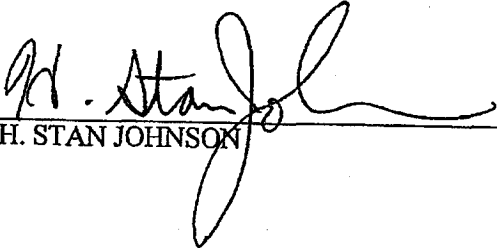
COHEN-JOHNSON, LLC  
255 E. Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119  
(702) 823-3500 FAX: (702) 823-3400

1 including attorney-client communications and work product and have therefore not been  
2 produced. The detailed invoices are being submitted to the Court for an in camera review.

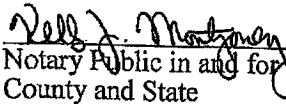
3 6. My current hourly rate for commercial litigation is \$450/hour. However, we did  
4 discount our rates to the following: H. Stan Johnson-\$375.00; Steven B. Cohen-\$375.00; Terry  
5 Kinnally-\$350.00; Brian Morris-\$250.00; Paralegal time-\$110.00.

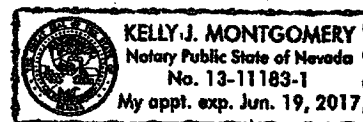
6 7. Attached as Exhibit 2 is a true and correct copy of the firm's resume.  
7

8 Dated this 17<sup>th</sup> day of January, 2014.  
9

10   
11 H. STAN JOHNSON  
12

13 Subscribed and sworn to before  
14 me this 17<sup>th</sup> day of JANUARY, 2013.

15   
16 Notary Public in and for said  
17 County and State  
18



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

Affirmation Pursuant to NRSB.030

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

Dated this 17<sup>th</sup> day of January, 2014.

COHEN-JOHNSON, LLC

/s/ H. STAN JOHNSON

H. STAN JOHNSON  
Nevada Bar No. 00265  
TERRY KINNALLY, ESQ.  
Nevada Bar No. 06379  
255 E. Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119  
Telephone: (702) 823-3500  
Facsimile: (702) 823-3400  
Attorneys for Grand Sierra Resort

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

INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION OF DOCUMENTS PROVIDED IN SUPPORT OF COSTS:	PAGES
1	Billing Summaries	2
2	Firm Resume	3
3		
4		
5		
6		
7		
8		

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

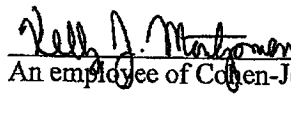
CERTIFICATE OF MAILING

I hereby certify that on the 17th day of January, 2014, I served a copy of the foregoing  
**AFFIDAVIT OF COUNSEL IN SUPPORT OF MOTION FOR AWARD OF ATTORNEY'S  
FEES TO DEFENDANT GSR PURSUANT TO NRS 600 A.060, NRCP 68 AND NRS  
17.115** upon each of the parties via email and by depositing a copy of the same in a sealed  
envelope in the United States Mail, Las Vegas, Nevada, First-Class Postage fully prepaid, and  
addressed to:

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

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

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

  
An employee of Cohen-Johnson, LLC

**Exhibit "1"**

**Exhibit "1"**

Grand Sierra vs. Atlantis  
Fees Billed

Date	Invoice	Amount
12-Apr	5474	\$ 16,707.50
12-Jun	5475	\$ 22,935.75
12-Aug	5476	\$ 12,240.00
12-Sep	5566	\$ 5,241.75
12-Oct	5662	\$ 18,065.75
12-Dec	5725	\$ 5,420.00
13-Jan	5752	\$ 16,733.99
13-Feb	5793	\$ 16,340.00
13-Mar	5794	\$ 11,184.25
13-Apr	5831	\$ 24,818.06
13-May	6059	\$ 72,469.75
13-Jun	6060	\$ 69,132.50
13-Jul	6061	\$ 78,480.50
13-Aug	6062	\$ 22,163.00
		\$ 391,932.80



FILED  
Electronically  
2014-01-21 16:20:10  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 4268095 : mcholino

**Exhibit "2"**

**Exhibit "2"**

**COHEN-JOHNSON**  
A Nevada limited liability company  
255 Ea. Warm Springs Road, Suite 100  
LAS VEGAS, NEVADA 89119  
(702) 823-3500  
Fax (702) 823-3400

## Introduction

Founded in 1986 the firm serves major corporations, small businesses and individual in a wide range of civil matters. A major part of the firm work is litigation practice, including appearances before all State and Federal Courts in Nevada, appellate work before the Supreme Court of Nevada, Ninth Circuit Court of Appeals, and United States District Court. The firm also represents numerous clients in corporate and business related matters involving complex transactional work involving hundreds of millions of dollars.

The firm is actively engaged in complex litigation and represents a number of prominent companies, real estate developers, banking institutions, construction companies and hotel/casinos. Corporate, intellectual property, commercial litigation, commercial transactions and creditor rights are all established areas of practice.

The firm practices general business and civil litigation with certain areas of specialization which enable the firm to serve the needs of its clients. The firm employs experienced paralegals and other personnel to facilitate and expedite litigation procedures. The firm has made a strong commitment to technology, and has invested in sophisticated computer equipment to assist in serving the needs of its clients.

## **Biographical Information**

### **Steven B. Cohen**

Mr. Cohen devotes his practice primarily to civil litigation, commercial real estate transactions and finance, and advising business owners on a host of legal issues. Mr. Cohen has also served as legal counsel for a number of public companies and business owners involving many complex litigation and business matter and through his efforts has obtained favorable results for his clients in the areas of contract disputes, negligence claims, licensing transactions and litigation and many other areas. Mr. Cohen is admitted to practice in all courts of the State of Nevada; the Ninth Circuit Courts of Appeals; and the United States Supreme Court. He is a member of the Nevada State Bar (1981), the Association of Trial Lawyers of America. Mr. Cohen is active in his community and local politics having volunteered to serve on numerous committees and humanitarian efforts; Mr. Cohen has resided in Southern Nevada for more than 40 years. He holds degrees from the University of Nevada at Las Vegas in Business Administration (1978) and a Juris Doctorate from the University of Arizona (1980).

### **H. Stan Johnson**

Mr. Johnson devotes his practice primarily to commercial litigation, business, corporate matters, contract and licensing issues and intellectual property. Mr. Johnson also serves as legal counsel for investors, lenders, start-up companies, as well large established companies operating nationally and internationally. Mr. Johnson has negotiated for clients the purchase or sale of hundreds of millions of dollars in assets. In addition to his experience in business and commercial matters Mr. Johnson has extensive trial experience in both jury and court trials in the Nevada State Courts, United States District Court, the United States Bankruptcy Court, and the state courts of a number of jurisdictions. Mr. Johnson is admitted to practice in all courts of the State of Nevada; the Ninth Circuit Courts of Appeals; and the United States Supreme Court. Mr. Johnson has also acted as an expert witness in trade mark and other intellectual matters. He is a member of the Nevada State Bar and a member of the Million Dollar Advocates Forum the most prestigious group of trial lawyers in the United States, to which less than one percent of U.S. attorneys are admitted. Mr. Johnson served as General Counsel, Secretary and Board of Director for a publically traded company for six years and as the CEO of a high-tech company for several years. During this time Mr. Johnson was involved in managing the company's patent and intellectual property portfolio and all licensing and strategic relationship issues. Mr. Johnson is currently a partner in the law firm of Cohen-Johnson, which was formed in 1986.

The father of five grown children, Mr. Johnson has resided in Southern Nevada for more than 40 years. He holds degrees from Brigham Young University in Business Administration and a Juris Doctorate from the J. Reuben Clark School of Law, Brigham Young University (1985).

### **Brian A. Morris**

Mr. Morris devotes his practice primarily to civil litigation, personal injury and consumer law. Mr. Morris has extensive experience in State District Court where he regularly appears and argues matter on a wide range of legal issues. Mr. Morris also served as a law clerk for two years to the Honorable David Barker, State District Judge and as judicial extern to the Honorable Jennifer Tagliatti, State District Judge. Mr. Morris served as a combat engineer in the United States Army for eight years earning the Army Achievement Medal, the Army Commendation Medal and an Honorable Discharge. Mr. Morris is admitted to practice in all courts of the State of Nevada and California and Federal District Court in Nevada and California. He is a member of the Nevada State Bar (2008) and the California State Bar (2009); Mr. Morris holds degrees from the University of Cincinnati College Of Business Administration, Summa Cum Laude, (2004) and a Juris Doctorate from the William S. Boyd School of Law, University of Nevada at Las Vegas (2008).

### **Terry (Margaret Therese) Kinnally**

Ms. Kinnally has been a practicing attorney for over 30 years. She is a 1981 graduate of John Marshall Law School in Chicago, Illinois where she practiced for over 15 year before locating to Nevada where she was admitted to the State Bar in 1998. During her years of practice she has concentrated in civil litigation including personal injury, medical malpractice, professional malpractice, and insurance bad faith. She has tried multiple cases in the State Courts of Illinois and Nevada, and has argued before both the Illinois Appellate Court and the Seventh Circuit Court of Appeals. She has been admitted to practice before the United States Supreme Court, Seventh Circuit Appellate Court, Federal District Court for the Northern District of Illinois, the Eastern District of Wisconsin, the Federal District Court of Nevada, State of Illinois (inactive) and the State Bar of Nevada.

### **David E. Bruggenwirth**

Mr. Bruggenwirth devotes his practice primarily to civil litigation, personal injury and bankruptcy law. Mr. Bruggenwirth has extensive experience in State District Court and Federal District Court, where he regularly appears and argues matter on a wide range of legal issues. Mr. Bruggenwirth is admitted to practice in all courts of the State of Nevada and Arizona and Federal District Court in Nevada and Arizona. He is a member of the Nevada State Bar (2006) and the Arizona State Bar (2010); Mr. Bruggenwirth holds degrees from Brigham Young University School Of Business Administration, Cum Laude, (1993) and a Juris Doctorate from the William S. Boyd School of Law, University of Nevada at Las Vegas (2005).

**Stephan A. Crystal**  
(Of Counsel)

Mr. Stephen A. Crystal served as President of TableMAX Corp. from July 2008 to 2010. He served as Partner of the Kansas City branch, President and Chief Legal Officer of Armstrong Teasdale LLP. Mr. Crystal has been involved in gaming development and operations in numerous gaming jurisdictions as General Counsel to the Barrick family of businesses since 1993. He was a Co-Founder of Barrick Gaming Corporation, a wholly-owned subsidiary of Barrick Corporation, and served as its President and Chief Legal Officer. Mr. Crystal served as Chief Marketing Officer of Las Vegas Gaming Inc. since April 2006 to May 2007 and served as its President since October 10, 2006 to May 2007. At LVGI, he oversaw growth of that company as a game-management system operator, supplier and game designer specializing in Keno and Bingo products. Mr. Crystal has represented numerous other private and public gaming companies and host jurisdictions in numerous gaming projects and transactions throughout the country, including the City of Riverside, Missouri, host to the Argosy Riverboat Casino. Prior to entering the gaming world, he practiced law at Armstrong Teasdale, LLP, Gage & Tucker L.C., and Wirken &, King, PC. He also served as an Equal Opportunity Specialist for the United States Department of Labor from May 1990 to May 1992 and served in the New Hampshire House of Representatives from December 1988 to August 1989. He served as Vice-Chairman of Barrick Gaming Corporation and Armstrong Teasdale LLP. Mr. Crystal serves as Director of Barrick Gaming Corporation. He serves as Member of Advisory Board at Poydras Street Capital LLC. He served as Director of Las Vegas Gaming Inc. from November 2005 to October 10, 2006 and from March 16, 2007 to February 4, 2008. He served as a Director of TableMAX Corp. since July 2008. He served as a Director of PacificNet Inc. from March 3, 2008 to October 30, 2008. He was admitted to Missouri bar in 1992, District of Columbia bar in 1993, Kansas bar in 1994. He is a Member of The Missouri Bar, The Kansas Bar, The Bar Association of Metropolitan Kansas City, District of Columbia Bar Association, Missouri Tax Increment Financing Association, Missouri Municipal Attorneys Association, International City County Management Association (ICMA) and Consortium on Electric Restructuring and Competition. He received A.B. from Dartmouth College in 1987 and J.D. from The American University, Washington College of Law in 1992.

## Representative Clients

Allstate Insurance Co.  
American International Adjustment Company, Inc.  
Avis  
Bally's Hotel & Casino  
Bank America Housing Services  
Barclays American Bank  
California Department of Water Resources  
CB (Coldwell Banker) Commercial Brokers  
Circus Circus Hotel & Casino  
Clarendon Insurance Company  
Colorado Casualty Insurance Company  
Constitution State Insurance Company  
Crum & Forster  
Don King Productions, Inc.  
Employers Insurance of Wausau  
Enterprise Rent-A-Car  
FCC National Bank  
Farmers Insurance Company  
Federated Insurance Company  
Fireman's Fund Insurance Company  
First Financial Insurance Company  
First Security Bank  
Fleet Delivery Service  
Gallery of History, Inc.  
Harrah's Entertainment, Inc.  
Herbst Oil Company  
Highway Rentals, Inc.  
Hilton Hotels  
Industrial Indemnity  
Insurance Company of the West  
Jackson Family  
Kalb Construction Company  
Lewis Homes, Inc.  
Lloyds of London  
Maryland Casualty Insurance Company  
National Chiropractic Mutual Insurance Company  
Nevada Power Company  
Nevada Title Company  
Park Place Entertainment Corporation  
Paul Revere Life Insurance Company  
Rio Suites Hotel & Casino  
Resolution Trust Corporation  
Santa Fe Hotel & Casino

Scottsdale Insurance Company  
Sierra Pacific  
Stewart Title  
St. Paul Insurance Company  
Terrible Herbst Oil Company  
The American Insurance Company  
The Ribiero Corporation  
The Sahara Hotel & Casino  
Transamerica Insurance Company  
United American Bank  
United States Fidelity & Guaranty Company  
(USF&G)  
United Title Company  
Value Rent-A-Car  
Venetian Resort - Hotel - Casino  
Villeroy and Boch  
Wausau Insurance Company  
Westward Ho Hotel & Casino  
Yellow Freight Systems, Inc.  
Young Electric Sign Company

1 2645  
ROBERT A. DOTSON, ESQ.  
2 Nevada State Bar No. 5285  
[rdotson@laxalt-nomura.com](mailto:rdotson@laxalt-nomura.com)  
3 ANGELA M. BADER, ESQ.  
4 Nevada State Bar No. 5574  
[abader@laxalt-nomura.com](mailto:abader@laxalt-nomura.com)  
5 LAXALT & NOMURA, LTD.  
9600 Gateway Drive  
6 Reno, Nevada 89521  
Tel: (775) 322-1170  
7 Fax: (775) 322-1865  
8 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  
Corporation, d/b/a ATLANTIS CASINO  
12 RESORT SPA

Case No.: CV12-01171

Dept No.: B7

13 Plaintiff,

14 vs.

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

19 Defendants.

20 **PLAINTIFF'S OPPOSITION TO GSR'S RENEWED MOTION**  
21 **FOR AWARD OF ATTORNEY'S FEES AND COSTS**

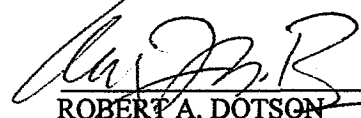
22 Plaintiff, GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT  
23 SPA (hereinafter "Plaintiff" or "ATLANTIS"), by and through undersigned counsel, Laxalt &  
24 Nomura, hereby opposes Defendant MEI-GSR HOLDINGS LLC d/b/a GRAND SIERRA  
25 RESORT's ("GSR") renewed motion for attorneys fees. This Opposition is made and based  
26 upon the pleadings and papers on file herein, the attached Memorandum of Points and  
27  
28



1 Authorities, the supporting Affidavit of Counsel and exhibits thereto and any argument the Court  
2 should elect to consider.<sup>1</sup>

3 Dated this 6th day of February, 2014.

4 LAXALT & NOMURA, LTD.

5   
6 ROBERT A. DOTSON  
7 Nevada State Bar No. 5285  
8 ANGELA M. BADER  
9 Nevada State Bar No. 5574  
10 9600 Gateway Drive  
11 Reno, Nevada 89521  
12 (775) 322-1170  
13 Attorneys for Plaintiff

14 **MEMORANDUM OF POINTS AND AUTHORITIES**

15 I.

16 **INTRODUCTION**

17 On October 8, 2013, the Court denied GSR's motion for attorney's fees without  
18 prejudice indicting that the invoices it produced *in camera* were not detailed enough. The Court  
19 invited GSR to provide more detailed billing records. Instead of resubmitting the same billing  
20 records with more detail, counsel for GSR has chosen to revise the invoicing allegedly sent to  
21 GSR and has taken a voluntary reduction in fees, perhaps in hopes that such a reduction would  
22 make the requested amount more palatable to the Court and perhaps in lieu of the detail that the  
23 Court specifically requested. Massaging bills, however, is not a replacement for detailed  
24 invoices. Moreover, pursuant to the Court's December 24, 2013 Order requiring ATLANTIS to  
25 provide redacted invoices to Islam, ATLANTIS requests that GSR provide to it all invoices that  
26 it submitted to the Court including that on October 19, 2013 and that on January 17, 2014,

27 <sup>1</sup> ATLANTIS has throughout this pleading referred to trial exhibits and testimony and it is implicit that such  
28 evidence is incorporated herein. To the extent an affirmative request is required, by this reference, ATLANTIS  
formally requests the incorporation herein of the evidence presented at trial including the exhibits admitted and the  
testimony received.

1 redacted for any applicable privilege. ATLANTIS then requests a suspension of the briefing  
2 schedule for this motion until a reasonable time after its review of Cohen-Johnson's invoices  
3 and thereafter, the ability to provide a Supplemental Opposition to this Motion.

4 In any event, GSR is not entitled to attorney's fees under NRS 600A.060 because  
5 ATLANTIS did not make a claim of misappropriation in bad faith. GSR is also not entitled to  
6 attorney's fees pursuant to its Offer of Judgment because: 1) the offer was invalid as it was  
7 made on behalf of Nav-Reno-GS, LLC, an entity that was no longer in existence on May 20,  
8 2013, the date that the offer was made, 2) a review of the *Beattie* factors militates against  
9 awarding attorney's fees, and 3) GSR's request for attorney's fees is unreasonable and  
10 unsupported.  
11

## 12 II.

### 13 ARGUMENT

#### 14 A. ATLANTIS is Entitled To The Cohen-Johnson's Invoices Submitted by GSR to the 15 Court in a Redacted Form

16 Pursuant to the Court's Order dated December 24, 2013 requiring ATLANTIS to provide  
17 to Islam, pursuant to Islam's request, its detailed invoices submitted to the Court (though in  
18 redacted form), ATLANTIS is also entitled to the same. *See also Love v. Love*, 114 Nev. 572,  
19 (1998). In order for ATLANTIS to appropriately address GSR's request for attorney's fees  
20 under the Uniform Trade Secret Act and Offer of Judgment provisions, and especially in light of  
21 the Court's previous ruling that GSR failed to provide detailed bills, it is appropriate for  
22 ATLANTIS to obtain and review the Cohen-Johnson invoices that GSR provided to the Court,  
23 redacted for any privileges, in order to respond to this Motion. ATLANTIS therefore requests  
24 that the Court order the same and the briefing schedule be suspended until an appropriate time  
25 after ATLANTIS is in receipt of these invoices and has had the opportunity to review and  
26  
27  
28

1 analyze the same. ATLANTIS then requests the ability to file a Supplemental Opposition based  
2 on its analysis of such invoices.

3 **B. GSR Is Not Entitled To Attorney's Fees Under NRS 600A.060**

4 The drafters of Uniform Trade Secret Act ("UTSA"), as well as the Nevada state  
5 legislature adopting the uniform law, included the attorneys' fee provision "as a deterrent to  
6 specious claims of misappropriation." Unif. Trade Secrets Act, §4, Cmt. Specifically, it  
7 provides that the court *may* award *reasonable* attorneys' fees to the *prevailing party* if a claim of  
8 misappropriation is made in *bad faith*. Unif. Trade Secrets Act, § 4(i) and NRS 600A.060(1).  
9 The comments further specify that "patent law is followed in allowing the judge to determine  
10 whether attorneys' fees should be awarded even if there is a jury, *compare* 35 U.S.C. § 285  
11 (1976)." Thus, the UTSA, including the ability to recover attorney's fees, was adopted from  
12 patent law.  
13

14 Since neither the UTSA, nor Nevada's adoption of same in NRS 600A *et seq.* defines  
15 "bad faith," it is appropriate to look to 35 U.S.C. § 285 which provides: "[t]he court in  
16 exceptional cases may award reasonable attorney's fees to the prevailing party." An exceptional  
17 case has been defined as "inequitable conduct, litigation misconduct, willful infringement or that  
18 the opposing party's conduct was vexatious, frivolous or otherwise in bad faith." *See*  
19 *Phonometrics, Inc. v. Westin Hotel Co.*, 350 F.3d 1242, 1246 (Fed. Cir. 2003). "'Weak'  
20 allegations of infringement that aren't in bad faith or otherwise frivolous have been not held to  
21 be 'exceptional'." *Porter v. Farmers Supply Service, Inc.*, 790 F.2d 882, 886 (Fed. Cir. 1986).  
22 Typically, courts consider whether the parties acted in bad faith, whether the attorney used  
23 frivolous or abusive tactics, or whether the case was not close or otherwise meritless. *See*  
24 *Perricone v. Medicis Pharmaceutical Corp.*, 432 F.3d 1368, 1380 (Fed. Cir. 2005).  
25

26 For attorney's fees to be awarded under § 285, the Federal Circuit requires a prevailing  
27 defendant to prove both (1) that the litigation is brought in subjective bad faith, and (2) the  
28

1 litigation is objectively baseless. *See ICU Medical, Inc. v. Alaris Medical Systems, Inc.*, 558  
2 F.3d 1368, 1379-80 (Fed. Cir. 2009); *Wedgetail, Ltd. v. Huddleston Deluxe, Inc.*, 576 F.3d 1302,  
3 1304-05 (Fed. Cir. 2009). Absent evidence of subjective bad faith, a prevailing defendant is not  
4 entitled to recover attorney's fees. *Id.*; *Brooks Furniture Mfg., Inc. v. Dutailier Int'l, Inc.*, 393  
5 F.3d 1378, 1381 (Fed. Cir. 2005) (reversing exceptional case finding against plaintiff based on  
6 lack of proof of subjective bad faith).  
7

8 Thus, in analyzing UTSA attorney's fees under existing patent law, none are awardable  
9 against ATLANTIS because the litigation was not brought in subjective bad faith, nor was it  
10 objectively baseless. "To be objectively baseless, the infringement allegations must be such that  
11 no reasonable litigant could reasonably expect success on the merits." *See Gabriel*  
12 *Technologies Corp. v. Qualcomm Inc.*, 2013 U.S. Dist. LEXIS 14105 (S.D. Cal Feb. 1, 2013)  
13 *citing Dominant Semiconductors Sdn. Bhd. v. OSRAM GmbH*, 524 F.3d 1254, 1260 (Fed. Cir.  
14 2008). In fact, this Court after a hearing, entered a Temporary Restraining Order ("TRO")  
15 against GSR on July 5, 2012 by finding a likelihood of Plaintiff's success on the merits. *See*  
16 **Exhibit 1 to Affidavit of Counsel**, TRO at 3:14-27.<sup>2</sup> Furthermore, GSR would not have  
17 stipulated to a Preliminary Injunction on August 24, 2012, entered by the Court on that same  
18 day on the same terms as the TRO, if it felt that the litigation had been brought in subjective bad  
19 faith or was objectively baseless. *See Exhibit 2 to Affidavit of Counsel*, Order on Stipulation.  
20 Also incongruent with the Court's Findings of Facts and Conclusion of Law # 5 in favor of  
21 GSR, which cite to a lack of credible evidence of misappropriation by GSR, are the statements  
22  
23  
24

25 <sup>2</sup> The TRO provided that GSR "shall not directly or indirectly, or through any third parties, knowingly receive any  
26 information of any nature which it has any reason to believe was acquired by Defendant SUMONA ISLAM, directly  
27 or indirectly through PLAINTIFF, or make use of any such information, or make use of any such information which  
28 it knows has been the product of information Defendant SUMONA ISLAM brought to GSR through her  
employment." It further provided that GSR agreed "that it shall not directly or indirectly, knowingly receive any  
proprietary information concerning any customer, customer activity, customer identity or address from Defendant  
SUMONA ISLAM, which she obtained during her employment with the ATLANTIS or make use of any proprietary  
information which it knows is proprietary information Defendant SUMONA ISLAM brought to GSR through her  
employment."

1 of the Court in rendering its decision as set forth in the Transcript of the Decision ("TOD").  
2 Specifically, the Court found that ATLANTIS reasonably initiated litigation against both  
3 SUMONA ISLAM ("ISLAM") and GSR. See Exhibit 3 to Affidavit of Counsel (July 18, 2013  
4 Decision of the Court) at p. 22:10 and Exhibit 4 to Affidavit of Counsel (August 26, 2013  
5 Findings of Fact and Conclusions of Law and Order in favor of ATLANTIS) at p. 7. Finally,  
6 the Findings of Fact and the Conclusions of Law in favor of GSR cite to a failure of the  
7 ATLANTIS to prove any "credible evidence" at trial that GSR misappropriated trade secrets  
8 belonging to the ATLANTIS. Credibility is a question of fact to be decided only by the trier of  
9 fact. Since credibility is a subjective determination, it cannot be the foundation to find the  
10 litigation to be objectively baseless. "Furthermore, even if the claim is objectively baseless, it  
11 must be shown that lack of objective foundation for the claim 'was either known or so obvious  
12 that it should have been known' by the party asserting the claim." See *Gabriel, supra, citing In*  
13 *re Seagate Tech., LLC*, 497 F.3d 1360, 1371 (Fed. Cir. 2007). This requirement of subjective  
14 bad faith of ATLANTIS is also lacking. Indeed, the course of the litigation demonstrates that  
15 ATLANTIS continues to believe that the ruling of the Court on this claim is in error and  
16 objectively unsupported by the evidence.

17  
18 Moreover, "bad faith" has been defined differently by states in interpreting their version  
19 of the UTSA to include, "brought without substantial justification, either in whole or in part"  
20 with the phrase "without substantial justification mean[ing] that the claim is frivolous,  
21 groundless in fact or in law, or vexatious, or interposed for any improper purpose. ..." See *Ex*  
22 *Parte Water Jet Sys., Inc.* 758 So. 2d 505, 509 (Ala. 1999). Other Courts have applied a  
23 subjective test for bad faith, holding that "bad faith could not exist where the claim has some  
24 legal and factual basis when considered in light of the reasonable belief of the individual making  
25 the claim." *Russo v. Baxter Healthcare Corp.*, 51 F. Supp. 2d 70, 76 (D.R.I. 1999).  
26  
27  
28

1 Plaintiff's Complaint was not brought or maintained in bad faith as there was evidence  
2 presented at trial that GSR, among other things, knew or had reason to know that the trade  
3 secrets of the ATLANTIS that it acquired and utilized (and continues to utilize) were acquired  
4 by ISLAM by improper means. NRS 600A.030(2). GSR was specifically given notice of this  
5 fact by certified letter from ATLANTIS General Counsel on April 6, 2012, by the Verified  
6 Complaint filed on April 27, 2012 and by the May 3, 2012 Ex Parte Application for TRO and  
7 the litigation that followed.  
8

9 Furthermore, GSR produced hundreds of emails sent by ISLAM to GSR management,  
10 which included information that has since been determined by this Court to be trade secrets of  
11 ATLANTIS, in support of her request that GSR market to these players by enticing them with  
12 certain offers that would cause them to move their play from ATLANTIS to GSR.<sup>3</sup> The  
13 objective evidence of GSR's use of this information, that the ATLANTIS contends, and the  
14 Court found, to be its trade secret information, was admitted at trial in several trial exhibits.  
15 Exhibit 19 contained a list of over 200 guests added to the GSR database by ISLAM. Based  
16 upon the testimony of GSR witnesses Shelly Hadley and Christian Ambrose, this information is  
17 still held by the GSR. Exhibits 31 and 42 showed the "Net Win Loss" admitted by the GSR to  
18 be associated with these ISLAM guests. Exhibits 33-40 demonstrate the special offers extended  
19 by the GSR to guests and possible guests at the request of ISLAM, utilizing her knowledge of  
20 the value of the guests in question, gained while employed by ATLANTIS. Exhibit 49  
21 demonstrated the free play solicitations ISLAM had sent by letter that had been redeemed by  
22 guests between Feb 25, 2012 and May 1, 2012. Exhibit 50 and the related GSR employee  
23 testimony demonstrated the efforts of GSR in August 2012 to comply with the Court's  
24 injunctive Order, thus further confirming use of the information by GSR. Exhibit 59, and the  
25  
26  
27  
28

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<sup>3</sup> See Trial Exhibits 41, 48, 49, 51, 65 and 66.

1 testimony of Brandon McNeely, set forth the over 200 guests which GSR identified in Exhibit  
2 19 as having been added to the GSR database by ISLAM as well as the identity of the  
3 ATLANTIS host for each guest when ISLAM terminated her employment with ATLANTIS and  
4 the claimed damages related to each. Thus, Exhibits 19 and 59 provided the Court with the  
5 identities of the "other host's guests" whose information had been provided by ISLAM to GSR.<sup>4</sup>  
6  
7 See also, Plaintiff's Motion to Stay Enforcement of Judgment and For Injunction Pending  
8 Appeal, filed on November 4, 2013. This Court found that "other hosts' guests" was indeed  
9 trade secret information (See ¶ 21 of Findings of Facts and Conclusions of Law dated August  
10 26, 2013.) Thus, the evidence is unequivocal that GSR was (and remains) in possession of  
11 ATLANTIS trade secret information. ATLANTIS' claim of trade secret misappropriation  
12 against GSR certainly was not pursued in bad faith.

13  
14 It is only through this Court's factual and conflicting determination of what a trade secret  
15 is, that GSR was immunized from a finding that it misappropriated trade secrets. Even today, it  
16 is the assertion of ATLANTIS that the Court erred in so finding, and that the objective evidence  
17 adduced at trial could only support a conclusion that GSR violated the UTSA. In other words,  
18 ATLANTIS continues to hold the subjective belief that the UTSA has been violated and that the  
19 objective evidence can only support such a finding. For the purposes of this Opposition,  
20 ATLANTIS argues that neither subjective nor objective bad faith is present. This argument is  
21 further set forth in the Motion to Stay Enforcement of Judgment and For Injunction Pending  
22 Appeal and the appeal documents, incorporated herein.

23  
24 Moreover, consistent with Nevada law and NRCPC 11, the definition of bad faith in NRS  
25 600A.060(1) should be compared to and be consistent with sanctionable conduct under NRCPC  
26 11. Under NRCPC 11, conduct is not sanctionable if it is: 1) not being presented for any  
27

28 <sup>4</sup> This is critical as other host's guests have been found by the Court to be a trade secret.

1 improper purpose, such as to harass or to cause unnecessary delay or needless increase in the  
2 cost of litigation; 2) the claims, defense and other legal contentions therein are warranted by  
3 existing law or by a non-frivolous argument for the extension, modification or reversal of  
4 existing law or the establishment of new law; 3) the allegations and other factual contentions  
5 have evidentiary support or, if specifically so identified, are likely to have evidentiary support  
6 after a reasonable opportunity for further investigation or discovery; and 4) the denials of factual  
7 contentions are warranted on the evidence or, if specifically so identified, are reasonably based  
8 on a lack of information or belief. Thus, under NRCP 11, in order for ATLANTIS' claim of  
9 misappropriation by GSR to have been made in bad faith, it must be both baseless and made  
10 without a reasonable and competent inquiry. *See Bergmann v. Boyce*, 109 Nev. 670, 856 P.2d  
11 560 (1993). As indicated above, Plaintiff's claim of misappropriation against GSR was not  
12 baseless as there is significant evidence in the record to support same, nor is there a lack of  
13 evidence that would support the conclusion that the claim was brought without a reasonable  
14 competent inquiry.

17 Even the California standard for bad faith requested by GSR is not met in this case.  
18 California courts have developed a two-pronged analysis that must show: (1) the objective  
19 speciousness of opposing party's claim, and (2) the subjective bad faith of the opposing party in  
20 bringing or maintaining the action, that is, for an improper purpose. *See Gabriel, supra, citing*  
21 *Gemini Aluminum Corp. v. CA Custom Shapes, Inc.*, 95 Cal. App. 4<sup>th</sup> 1249, 1261 (Cal. Ct. App.  
22 2002). Objective speciousness "exists where the action superficially appears to have merit, but  
23 there is a complete lack of evidence to support the claim." *Id. citing FLIR Sys., Inc. v. Parrish*,  
24 174 Cal. Appl. 4<sup>th</sup> 1270, 1276 (Cal. Ct. App. 2009). The second prong, subjective bad faith, is  
25 satisfied when it may be inferred from the evidence that a party "intended to cause unnecessary  
26 delay, filed the action to harass, or harbored an improper motive." *FLIR, supra*, 174 Cal. App.  
27 4<sup>th</sup> at 1278. As set forth above, there was and is significant evidence to support the claim of



1 misappropriation against GSR so the first prong cannot be met. Additionally, there is no  
2 evidence that ATLANTIS intended to delay or harass or harbored an improper motive. Indeed,  
3 the Court found the initiation of litigation appropriate.

4 For these reasons, ATLANTIS respectfully requests the Court utilize its discretion to  
5 deny GSR's claim for attorney's fees under NRS 600A.060(1) as Plaintiff did not make a claim  
6 of misappropriation against GSR in bad faith.  
7

8 **C. The Attorney's Fees Sought By GSR Under NRS 600A Are Unreasonable**

9 In considering the factors for an award of attorney's fees under NRS 600A and under  
10 *Schouweiler v. Yancy*, 101 Nev. 827, 834-35, 712 P.2d 786,790 (1985), it is clear that the  
11 amount requested, \$391,932.80 is unreasonable.

12 As admitted by GSR, the initial filing of the lawsuit was in good faith, therefore  
13 following the lapse of the Offer of Judgment on June 3, 2013, should the Court find that  
14 Plaintiff's claim of misappropriation was made in bad faith, only attorney's fees from June 4,  
15 2013 forward would be reasonable. Also, as set forth in the Motion to Retax and the supporting  
16 Reply, and *infra* in this Motion, and as already recognized and partially adopted by the Court,  
17 ATLANTIS objects to any attorney's fees of Steven Cohen as unreasonable and unnecessary.  
18 ATLANTIS would need to be in a position to review Mr. Cohen's time entries in order to make  
19 an argument to the Court as to specific entries. ATLANTIS objects to the rates of all the  
20 attorneys at Cohen Johnson in providing a defense to GSR on the grounds that those attorney  
21 rates are high for this jurisdiction.<sup>5</sup>  
22

23  
24 On November 6, 2013, the Court ordered GSR to resubmit its invoices with more detail,  
25 specificity and definite statements to allow the Court to review the requested attorney's fees of  
26

27 <sup>5</sup> Compare the GSR's discounted hourly attorney rates of \$375 for Johnson and Cohen, \$350 for Kinnally (Sr.  
28 Associate) and \$250 for associates to Laxalt & Nomura's prevailing hourly attorney rates of \$350 for Dotson, \$250  
for Bader (Sr. Associate) and \$180 for associates. Notably, Laxalt & Nomura's rates for this case were also  
discounted to \$300 for Dotson.

1 \$455,068.24 for reasonableness. Instead, Cohen-Johnson has massaged and manipulated its  
2 bills swearing that the difference of \$63,135.45 represents a voluntary reduction consistent with  
3 the Court's analysis used in awarding costs to GSR. However, a detailed review of page 2 of  
4 Mr. Johnson's Affidavit in support of the Motion, when compared to the Renewed Motion is  
5 conflicting and confusing at best. Clearly, Mr. Johnson's hours have decreased by 53.82  
6 without explanation. Mr. Cohen's hours have decreased by 156.6 hours, nearly half. Ms.  
7 Kinnally's time, however, has inexplicably increased by 14 hours and Associate Bruggenwirth's  
8 time of 24.10 hours has been deleted without explanation. Additionally, paralegal time has been  
9 broken out per paralegal and reduced by 8.32 hours, also without explanation. The contrasting  
10 Affidavits of Mr. Johnson, each which state that such hours and expenses contained therein have  
11 been necessarily incurred by GSR, are therefore in conflict. It appears that detailed billing  
12 records were simply not maintained by Cohen-Johnson and the conflicting Affidavits appear to  
13 represent an effort to recreate time records after the fact. As such, based on the support  
14 provided, GSR cannot prove their requested fees are reasonable.

17 **D. GSR Is Not Entitled To Attorney's Fees Under The Offer Of Judgment Provisions**

18 **1. GSR's Offer of Judgment is Invalid**

19 GSR's offer of Judgment is invalid as it is made on behalf of Nav-Reno-GS, LLC, a non-  
20 existent entity as of October 1, 2012. See Exhibit 5 to Affidavit of Counsel, Nevada Secretary  
21 of State business entity search<sup>6</sup> and Exhibit 6 to Affidavit of Counsel, Order on Stipulation.  
22 These documents show that Nav-Reno-GS LLC was merged into MEI-GSR HOLDINGS, LLC  
23 prior to that date. Moreover, at least as early as April 12, 2013, defense counsel knew this fact  
24 and advised that Tony Santo could not be presented for deposition as he was no longer  
25 associated with GSR. See Exhibit 7 to Affidavit of Counsel. This is because Tony Santo was  
26

27  
28 <sup>6</sup> The Court can take judicial notice of this public record.

1 a principal for Nav-Reno-GS, LLC, the former licensee for GSR. Nav-Reno-GS, LLC also had  
2 no further association with GSR after October 1, 2012 when it ceased to be the licensee. See  
3 **Exhibit 8 to Affidavit of Counsel.** ATLANTIS even prompted GSR prior to the Offer of  
4 Judgment being sent, and many times thereafter, to stipulate to substitute the appropriate entity,  
5 MEI-GSR Holdings, LLC dba Grand Sierra Resort in place of Nav-Reno-GS, LLC. See **Exhibit**  
6 **9 to Affidavit of Counsel.**

8 In any event, at the time that the Offer of Judgment was made on May 20, 2013,  
9 Defendant Nav-Reno-GS, LLC did not exist, was not the real party in interest, and had no  
10 authority or standing to make such an offer. As such, the Offer of Judgment was ephemeral and  
11 is invalid and cannot form a basis for an award of costs and fees.

12 **2. GSR Cannot Show That The *Beattie* Factors Militate In Favor Of A**  
13 **Discretionary Award of Attorney's Fees**

14 The Nevada Supreme Court has set forth several factors that must be considered by  
15 district courts in determining when and how to exercise their discretion in the award of  
16 attorney's fees to an offeror after a judgment that determines the final outcome is obtained.  
17 Those factors include: 1) whether the plaintiff's claim was brought in good faith; 2) whether the  
18 offer of judgment was reasonable and in good faith in both its timing and amount; 3) whether the  
19 decision to reject the offer and proceed to trial was grossly unreasonable or in bad faith; and 4)  
20 whether the fees sought by the offeror are reasonable and justified in amount. *Beattie v. Thomas*,  
21 99 Nev. 579, 588-89, 668 P.2d 268, 274 (1983). No single factor under *Beattie* is determinative.  
22 The district court has broad discretion to grant the request as long as all appropriate factors are  
23 considered. *Yamaha Motor Co., U.S.A. v. Arnoult*, 114 Nev. 233, 252 n.16, 955 P.2d 661, 673  
24 n.16 (1998). In determining whether an offeree acted in "bad faith" or was "unreasonable" in  
25 rejecting an offer and proceeding to trial, the district court may consider whether sufficient  
26  
27  
28

1 information was available to determine the merits of the offer. *See Trs. of Carpenters for S. Nev.*  
2 *Health & Welfare Trust v. Better Building Co.*, 101 Nev. 742, 746, 710 P.2d 1379, 1382 (1985).

3 a. **Plaintiff's Claim Was Brought In Good Faith**

4 As admitted by both the Court (as set forth above) and GSR (as set forth in the Renewed  
5 Motion For Award of Attorney's Fees at 7:12), it is undisputed that Plaintiff's claims against  
6 GSR were brought in good faith.

7  
8 b. **The Offer of Judgment Was Not Reasonable Or In Good Faith In**  
9 **Both Its Timing and Amount**

10 In this case where Plaintiff calculated its damages in excess of \$300,000 and possibly far  
11 greater, survived Defendant's Motion For Summary Judgment and Motion In Limine to exclude  
12 all of Plaintiff's damage experts and their opinions and reports, and GSR's own expert contended  
13 that under one of Plaintiff's offered theories-- also indicated by the Court to be proper at Exhibit  
14 3 to Affidavit of Counsel, 15:16-18-- Plaintiff's damages were in the several hundred thousand  
15 dollar range between \$138,374 and \$322,872, GSR's \$75,000 offer of Judgment was not  
16 reasonable or in good faith in both its timing and amount.

17  
18 c. **ATLANTIS' Decision To Reject GSR's Offer And Proceed To Trial**  
19 **Was Not Grossly Unreasonable Or In Bad Faith**

20 As set forth in section B above addressing attorney's fees under NRS 600A, Plaintiff has  
21 not acted in bad faith and was not unreasonable in that GSR's own expert, under one of his  
22 advanced theories, espoused a minimum of \$138,374 in damages for any misappropriation by  
23 GSR. As also set forth above, Plaintiff intends to appeal what the Court found was a trade secret  
24 due to the inherent inconsistencies in the decisions on Plaintiff's claims as against ISLAM versus  
25 the claims against GSR. Thus, Plaintiff was neither grossly unreasonable nor acting in bad faith  
26 in rejecting the \$75,000 offer from GSR.

27 ///

28 ///

1                   d.     The Fees Sought By GSR Are Not Reasonable Or Justified In Amount

2                   GSR's Motion and supporting documents do not allow ATLANTIS to examine what  
3 Steven Cohen's reduced hours of 157 (comprising \$58,875.00 in attorney's fees) were for.  
4 However, if his time entries are mostly for duplicate attendance at the trial and other hearings,  
5 ATLANTIS submits that consistent with its Motion to Retax and the supporting Reply,  
6 incorporated herein, and the Court's Order regarding the same, these fees and expenses are  
7 simply not reasonable or justified and were not necessarily incurred. Mr. Cohen did not examine  
8 any witness or undertake any argument during the trial.  
9

10                  Additionally, GSR does not segregate out for ATLANTIS, who did not have the benefit  
11 of reviewing GSR's invoices *in camera* when responding to this Motion, the amount of the  
12 attorney's fees incurred after the lapse of the May 20, 2013 Amended Offer of Judgment. Thus,  
13 ATLANTIS is unable to comment on whether such amount is reasonable and therefore requests  
14 the opportunity to do so.  
15

16                  Finally, the rates of the attorneys for GSR set forth in the supporting Affidavit of Counsel  
17 appear high for this jurisdiction.

18     E.     ATLANTIS Does Not Contend That ISLAM Is Responsible For GSR's Attorney's  
19             Fees

20                  Contrary to GSR's assertions in its motion, ATLANTIS requested that all costs of GSR  
21 be passed through it as a prevailing plaintiff to, and taxed against, ISLAM as a non-prevailing  
22 defendant. ATLANTIS did not and does not contend that ISLAM is responsible for  
23 GSR's fees. Finally this issue is moot as the Court has already decided this issue in Islam's  
24 favor on January 3, 2014.  
25

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III.

CONCLUSION

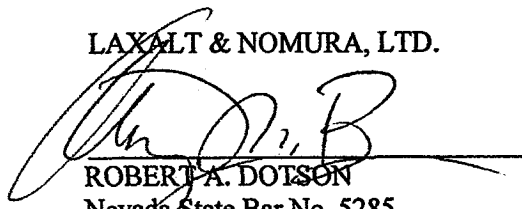
Based on the foregoing, Plaintiff respectfully requests that the Court deny GSR's Renewed Motion For Award of Attorney's Fees in the amount of \$391,932.80, or in the alternative, Order GSR to provide the invoices submitted to the Court to ATLANTIS, redacted for any privilege. The Court has already ruled that GSR is entitled to its costs of \$15,540.85, so this issue and further discussion on is moot.

**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 14th day of February, 2014.

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  
ordinary course of business, in a United States mailbox in the City of Reno,  
County of Washoe, Nevada.

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

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

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

13 ☐ Reno/Carson Messenger Service.

14 ☒ By email to the email addresses below.

15 addressed as follows:

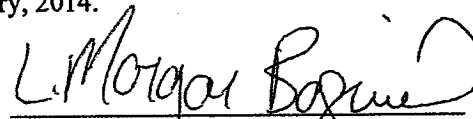
16 Steven B. Cohen, Esq.  
17 Stan Johnson, Esq.  
18 Terry Kinnally, Esq.  
19 Cohen-Johnson, LLC  
255 E. Warm Springs Rd, Ste 100  
Las Vegas, NV 89119

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

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

20 [scohen@cohenjohnson.com](mailto:scohen@cohenjohnson.com)  
21 [sjohnson@cohenjohnson.com](mailto:sjohnson@cohenjohnson.com)  
22 [tkinnally@cohenjohnson.com](mailto:tkinnally@cohenjohnson.com)

23 DATED this 6 day of February, 2014.

24   
25 L. MORGAN BOGUMIL

1030  
ROBERT A. DOTSON, ESQ.  
Nevada State Bar No. 5285  
[rdotson@laxalt-nomura.com](mailto:rdotson@laxalt-nomura.com)  
ANGELA M. BADER, ESQ.  
Nevada State Bar No. 5574  
[abader@laxalt-nomura.com](mailto:abader@laxalt-nomura.com)  
LAXALT & NOMURA, LTD.  
9600 Gateway Drive  
Reno, Nevada 89521  
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.: B7

Plaintiff,

vs.

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

Defendants.

AFFIDAVIT OF COUNSEL IN SUPPORT OF  
PLAINTIFF'S OPPOSITION TO GSR'S RENEWED  
MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF WASHOE    )

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

1. I am an attorney licensed to practice law in the State of Nevada and represent the  
Plaintiff, Golden Road Motor Inn, Inc., a Nevada corporation d/b/a Atlantis Casino Resort Spa



1 ("Plaintiff"), in this action.

2 2. Attached hereto as Exhibit 1 is a true and correct copy of the Order Granting  
3 Golden Road Motor Inn, Inc.'s Motion For Temporary Restraining Order Against Defendant  
4 Sumona Islam and Agreement Between Defendant Nav-Reno-GS, LLC d/b/a Grand Sierra  
5 Resort and Golden Road Motor Inn, Inc. entered on July 5, 2012.

6 3. Attached hereto as Exhibit 2 is a true and correct copy of the Order on Stipulation  
7 For Preliminary Injunction entered on August 24, 2012.

8 4. Attached hereto as Exhibit 3 is a true and correct copy of a Partial Transcript of  
9 Proceedings – Trial (Decision of the Court) July 18, 2013.

10 5. Attached hereto as Exhibit 4 is a true and correct copy of the Findings of Fact and  
11 Conclusions of Law and Order entered on August 26, 2013.

12 6. Attached hereto as Exhibit 5 is a true and correct copy of the Nevada Secretary of  
13 State Business Entity Search For Nav-Reno, GS, LLC.

14 7. Attached hereto as Exhibit 6 are true and correct copies of the Stipulation To  
15 Substitute Defendant and Change Caption filed on June 21, 2013 and the Order Substituting  
16 Defendant and Changing Caption entered on July 1, 2013.

17 8. Attached hereto as Exhibit 7 is a true and correct copy of a letter from Terry  
18 Kinnally addressed to Angela Bader and dated April 12, 2013.

19 9. Attached hereto as Exhibit 8 is a true and correct copy of the gaming license  
20 information for Grand Sierra Resort.

21 10. Attached hereto as Exhibit 9 are true and correct copies of emails between Laxalt  
22 & Nomura and Cohen Johnson regarding stipulating to correct the name of the appropriate Grand  
23 Sierra Resort entity.

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

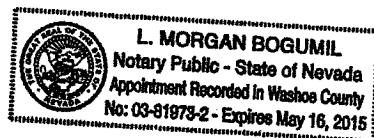
The undersigned does hereby affirm that the preceding document does not contain the social security number of any person

FURTHER YOUR AFFIANT SAYETH NAUGHT.

  
ANGELA M. BADER

SUBSCRIBED and SWORN to before me  
this 6 day of February, 2014.

  
NOTARY PUBLIC



1 CERTIFICATE OF SERVICE

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

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

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

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

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

13 ☐ Reno/Carson Messenger Service.

14 ☒ By email to the email addresses below.

15 addressed as follows:

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

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

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

20 [scohen@cohenjohnson.com](mailto:scohen@cohenjohnson.com)  
21 [sjohnson@cohenjohnson.com](mailto:sjohnson@cohenjohnson.com)  
22 [tkinnally@cohenjohnson.com](mailto:tkinnally@cohenjohnson.com)

23 DATED this 6 day of February, 2014.

24   
25 L. MORGAN BOGUMIL  
26  
27  
28

# INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	July 5, 2012 Temporary Restraining Order	5
2	August 24, 2012 Order on Stipulation For Preliminary Injunction	3
3	July 18, 2013 Decision of the Court	26
4	August 26, 2013 Findings of Fact and Conclusions of Law and Order	17
5	Nevada Secretary of State Business Entity Search For Nav-Reno, GS, LLC	3
6	June 21, 2013 Stipulation To Substitute Defendant and Change Caption and July 1, 2013 Order Substituting Defendant and Changing Caption	6
7	April 12, 2013 letter from Terry Kinnally addressed to Angela Bader	2
8	Gaming License Information for Grand Sierra Resort	2
9	Emails	6

FILED  
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2014-02-06 03:53:40 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 4294308 : mcholino

**EXHIBIT 1**

**EXHIBIT 1**

**FILED**

Electronically

07-05-2012:11:36:08 AM

Joey Orduna Hastings

Clerk of the Court

Transaction # 3061306

1 ROBERT A. DOTSON, ESQ.

Nevada State Bar No. 5285

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

3 ANGELA M. BADER, ESQ.

Nevada State Bar No. 5574

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

LAXALT & NOMURA, LTD.

5 9600 Gateway Drive

Reno, Nevada 89521

6 Tel: (775) 322-1170

7 Fax: (775) 322-1865

Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B7

14 Plaintiff,

15 vs.

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

21 Defendants.

22 **ORDER GRANTING GOLDEN ROAD MOTOR INN, INC.'S MOTION**  
23 **FOR TEMPORARY RESTRAINING ORDER AGAINST DEFENDANT SUMONA**  
24 **ISLAM AND AGREEMENT BETWEEN DEFENDANT NAV-RENO-GS, LLC, d/b/a**  
25 **GRAND SIERRA RESORT AND GOLDEN ROAD MOTOR INN, INC.**

26 Laxalt & Nomura, Ltd., counsel for GOLDEN ROAD MOTOR INN, INC. d/b/a  
27 ATLANTIS CASINO RESORT SPA ("PLAINTIFF" or "ATLANTIS"), has filed an *Ex-Parte*  
28 *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. This motion  
for Temporary Restraining Order came on before the Court (Department 6) on Monday May 7,

1 2012, the honorable Brent Adams, District Judge, presiding, Plaintiff ATLANTIS appeared  
2 through Robert Dotson of the law firm of Laxalt & Nomura, and Defendant GSR appeared  
3 through Steven Cohen and Stan Johnson of the law firm Cohen Johnson. Sumona Islam did not  
4 appear. Based upon review of the Verified Complaint, the Ex Parte Motion, the Verified  
5 Amended Complaint and the affidavits attached thereto, and the arguments of counsel, the Court  
6 granted the Motion as requested as to ISLAM and in a more narrowed scope as to GSR. An  
7 Order was entered as to ISLAM on May 9, 2012. Shortly thereafter, the case was transferred  
8 multiple times and has now been reassigned to this department. This Court convened a status  
9 check on June 20, 2012.

10 This Court has reviewed all of the pleadings on file (including the Verified Complaint,  
11 the Ex Parte Motion, the Verified Amended Complaint and the affidavits attached thereto, the  
12 partial transcript from the May 7<sup>th</sup> hearing, and the Answers filed by each Defendant) considered  
13 the arguments of counsel and has solicited and considered the proposed Orders from each party  
14 and finds as follows:

15 1. ISLAM appears to have been, prior to the entry of the initial TRO, in violation of  
16 at least some provisions of the various agreements regarding the use and dissemination or  
17 proprietary information and trade secrets and of the non-compete agreement which were signed  
18 as a condition of her employment with the ATLANTIS by having accepted employment with  
19 GSR and soliciting customers of the ATLANTIS.

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

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

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

1           5. Plaintiff's counsel made reasonable efforts to notify all opposing parties of the Ex  
2 Parte Motion, and Counsel for GSR did in fact receive notice and attended the May 7<sup>th</sup> hearing.  
3 Since that time both Defendants have made appearances in the case and counsel for each has  
4 attended the June 20<sup>th</sup> hearing, counsel for GSR by telephonic means.

5           6. Because of the likelihood that immediate and irreparable injury will occur absent  
6 a temporary restraining order, and because it appears that Plaintiff is likely to succeed on the  
7 merits, the Court previously granted the Motion for Temporary Restraining Order as to  
8 Defendant SUMONA ISLAM and now extends the previously entered Order as to Defendant  
9 Islam.

10           Accordingly, it is hereby

11           ORDERED, ADJUDGED AND DECREED that the Order entered on May 9, 2012 is  
12 extended and will now, by stipulation of the Parties, expire at the conclusion of the bench trial  
13 currently set to begin on August 27, 2012.

14           IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant NAV-  
15 RENO-GS, LLC dba GRAND SIERRA RESORT ("GSR") shall not directly or indirectly, or  
16 through any third parties, knowingly receive any information of any nature which it has any  
17 reason to believe was acquired by Defendant SUMONA ISLAM, directly or indirectly through  
18 PLAINTIFF, or make use of any such information, or make use of any information which it  
19 knows has been the product of information Defendant SUMONA ISLAM brought to GSR  
20 through her employment;  
21

22           1. Defendant NAV-RENO-GS, LLC dba GRAND SIERRA RESORT ("GSR")  
23 agrees that it shall not directly or indirectly, knowingly receive any proprietary information  
24 concerning any customer, customer activity, customer identity or address from Defendant  
25 SUMONA ISLAM, which she obtained during her employment with the Atlantis or make use of  
26 any proprietary information which it knows is proprietary information Defendant SUMONA  
27 ISLAM brought to GSR through her employment;  
28



2. Except in the normal course of this litigation, GSR will not cooperate with Defendant SUMONA ISLAM in any way or communicate with her concerning any confidential and proprietary trade secret information of the ATLANTIS; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that to the extent GSR has not already done so, it shall cease employing Defendant SUMONA ISLAM as a Casino Host.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff is required to post security for the Temporary Restraining Order in the amount of \$5,000 before this Order will be filed and effective.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff's Motion for Preliminary Injunction shall be set as a bench trial on the merits before this Court on August 27, 2012 at the hour of 9:30 a.m. A status check shall be set for August 2, 2012. The parties are to submit and exchange a list of proposed live witnesses and copies of any proposed exhibits and affidavits not previously attached to any of the motion papers by 5:00 p.m. on August 17, 2012. Any trial briefs, if any, shall be submitted to the Court no later than 5:00 p.m. on August 22, 2012.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to the stipulation of the parties at the June 20<sup>th</sup> hearing this Temporary Restraining Order shall remain in effect until the conclusion of the bench trial scheduled to proceed on August 27, 2012.

DATED this 5 day of July, 2012.

Patrick Flanagan  
DISTRICT JUDGE

Respectfully submitted,  
LAXALT & NOMURA, LTD

By: ROBERT A. DOTSON (NSB # 5285)  
ANGELA M. BADER, ESQ. (NSB #5574)

FILED  
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2014-02-06 03:53:40 PM  
Joey Orduna Hastings  
Clerk of the Court  
Transaction # 4294308 : mcholino

## **EXHIBIT 2**

## **EXHIBIT 2**

FILED

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08-24-2012:02:26:34 PM

Joey Orduna Hastings

Clerk of the Court

Transaction # 3174446

1 3370  
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

Dept No.: B7

14 Plaintiff,

15 vs.

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

21 Defendants.

22 ORDER ON STIPULATION FOR PRELIMINARY INJUNCTION

23 Pursuant to the Stipulation For Preliminary Injunction, on file herein, and good cause

24 appearing,

25 ///

26 ///

27 ///

28 ///

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

1 IT IS HEREBY ORDERED that a Preliminary Injunction shall issue in favor of Plaintiff,  
2 on the terms of the Temporary Restraining Order entered on July 5, 2012, and be in effect until  
3 otherwise modified pursuant to stipulation or Order of the Court or to the completion of the trial  
4 on the merits scheduled for March 25, 2013.

5 Dated this 24 day of AUGUST, 2012.

6  
7 Barck Flanagan  
8 DISTRICT COURT JUDGE

9 Respectfully submitted,

10 LAXALT & NOMURA, LTD

11  
12 By: Robert A. Dotson

13 ROBERT A. DOTSON (NSB # 5285)  
14 ANGELA M. BADER, ESQ. (NSB #5574)  
15 9600 Gateway Dr.  
16 Reno, NV 89521  
17 T: (775) 322-1170  
18 F: (775) 322-1865  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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**EXHIBIT 4**

**EXHIBIT 4**

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Clerk of the Court  
Transaction # 3952084

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

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

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

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

Case No.: CV12-01171

Dept No.: B7

13 Plaintiff,

14 vs.

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

18 Defendants.  
19

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

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

26 ///

27 ///

28 ///

Findings of Fact

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

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

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

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

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

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

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

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

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

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

28



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

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

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

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

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

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

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

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

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

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

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

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

27  
28

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

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

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

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

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

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

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

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

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

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

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

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

24           33. The ATLANTIS reasonably initiated litigation.

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

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

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

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

6 CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Conversion of Property as to ISLAM

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

27 ///

28 ///

1 **Declaratory Relief**

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

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

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

11 **Proof of Damages**

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

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

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

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

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

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

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

7 **Punitive Damages**

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

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

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

23 **Attorney Fee Award**

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

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

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

3 Injunctive Relief

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

14 CONCLUSION

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

17 DATED AND DONE this 21<sup>st</sup> day of August, 2013.

18   
19 DISTRICT JUDGE

20 Respectfully submitted,

21 LAXALT & NOMURA, LTD

22  
23 By:

24 ROBERT A. DOTSON (NSB # 5285)  
25 ANGELA M. BADER, ESQ. (NSB #5574)  
26 9600 Gateway Dr.  
27 Reno, NV 89521  
28 T: (775) 322-1170  
F: (775) 322-1865

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**EXHIBIT 5**

**EXHIBIT 5**

**NAV-RENO-GS, LLC**

Business Entity Information			
Status:	Merge Dissolved	File Date:	5/12/2005
Type:	Domestic Limited-Liability Company	Entity Number:	E0288172005-4
Qualifying State:	NV	List of Officers Due:	5/31/2013
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20051308603	Business License Exp:	5/31/2013

Additional Information	
Central Index Key:	

Registered Agent Information			
Name:	H. STAN JOHNSON	Address 1:	255 E WARM SPRINGS RD STE 100
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89119
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent		
Status:	Active		

Financial Information	
No Par Share Count:	0
Capital Amount:	\$ 0
No stock records found for this company	

Officers		<input checked="" type="checkbox"/> Include Inactive Officers	
Manager - ANTHONY SANTO			
Address 1:	1 MAIN STREET	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89101	Country:	USA
Status:	Active	Email:	

Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	20050177570-44	# of Pages:	3
File Date:	5/12/2005	Effective Date:	
P/U 051305 RSS			
Action Type:	Initial List		
Document Number:	20050204172-13	# of Pages:	1
File Date:	5/26/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		

Document Number:	20060177200-95	# of Pages:	1
File Date:	3/21/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070264656-68	# of Pages:	1
File Date:	4/16/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080208152-18	# of Pages:	1
File Date:	3/25/2008	Effective Date:	
08/09			
Action Type:	Registered Agent Name Change		
Document Number:	20080440795-09	# of Pages:	2
File Date:	6/30/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090432886-52	# of Pages:	1
File Date:	5/19/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100221294-53	# of Pages:	1
File Date:	4/7/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110308422-73	# of Pages:	1
File Date:	4/26/2011	Effective Date:	
(No notes for this action)			
Action Type:	Amended List		
Document Number:	20110578100-95	# of Pages:	1
File Date:	8/4/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120143134-01	# of Pages:	1
File Date:	2/29/2012	Effective Date:	
(No notes for this action)			
Action Type:	Amended List		
Document Number:	20120144147-76	# of Pages:	1
File Date:	2/29/2012	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20120620773-50	# of Pages:	1
File Date:	9/10/2012	Effective Date:	
(No notes for this action)			
Action Type:	Merge Out		
Document Number:	20120673051-37	# of Pages:	6
File Date:	10/1/2012	Effective Date:	10/1/2012
(No notes for this action)			



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**EXHIBIT 6**

**EXHIBIT 6**

1 4050  
2 ROBERT A. DOTSON, ESQ.  
3 Nevada State Bar No. 5285  
4 rdotson@laxalt-nomura.com  
5 ANGELA M. BADER, ESQ.  
6 Nevada State Bar No. 5574  
7 abader@laxalt-nomura.com  
8 LAXALT & NOMURA, LTD.  
9 9600 Gateway Drive  
10 Reno, Nevada 89521  
11 Tel: (775) 322-1170  
12 Fax: (775) 322-1865  
13 Attorneys for Plaintiff

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

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

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

Case No.: CV12-01171

Dept No.: B7

19 Plaintiff,

20 vs.

21 SUMONA ISLAM, an individual; 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 **STIPULATION TO SUBSTITUTE DEFENDANT AND CHANGE CAPTION**

28 Plaintiff, GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT  
SPA ("Plaintiff" or "ATLANTIS"), by and through its counsel, Laxalt & Nomura, and  
Defendants, SUMONA ISLAM ("ISLAM"), by and through her counsel, Mark Wray, and NAV-  
RENO-GS, LLC d/b/a GRAND SIERRA RESORT ("GSR"), by and through its counsel,  
Cohen/Johnson, hereby stipulate that pursuant to the merger of Defendant, NAV-RENO-GS,  
LLC into MEI-GSR HOLDINGS, LLC in October, 2012, MEI-GSR HOLDINGS, LLC should  
be substituted as the appropriate Defendant entity doing business as GRAND SIERRA  
RESORT. MEI-GSR HOLDINGS, LLC stipulates that it is responsible for and has assumed all


1 liabilities of NAV-RENO-GS, LLC including those alleged by Plaintiff in this action to include  
2 compensatory and punitive damages as well as equitable and injunctive relief. The parties agree  
3 that with this binding stipulation and order of the Court, the caption may be changed to substitute  
4 MEI-GSR HOLDINGS, LLC in place of NAV-RENO-GS, LLC.

5 Affirmation Pursuant to NRS 239B.030

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

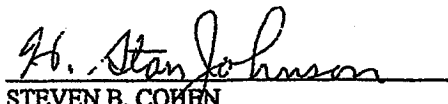
8 Dated this 21<sup>st</sup> day of June, 2013.

9 LAXALT & NOMURA, LTD.

10   
11 ROBERT A. BOTSON  
12 Nevada State Bar No. 5285  
13 ANGELA M. BADER, ESQ.  
14 Nevada State Bar No. 5574  
15 9600 Gateway Drive  
16 Reno, Nevada 89521  
17 Attorneys for Plaintiff

Dated this 20<sup>th</sup> day of June, 2013.

COHEN/JOHNSON

  
STEVEN B. COHEN  
Nevada State Bar No. 2327  
STAN JOHNSON  
Nevada State Bar No. 265  
TERRY KINNALLY  
Nevada State Bar No. 6379  
255 E. Warm Springs Rd, Ste 100  
Las Vegas, NV 89119  
Attorneys for Defendant  
Grand Sierra Resort

18 Dated this \_\_\_\_ day of June, 2013.

19 LAW OFFICE OF MARK WRAY

20  
21 MARK WRAY  
22 Nevada State Bar No. 4425  
23 608 Lander Street  
24 Reno, NV 89509  
25 Attorneys for Defendant Sumona Islam  
26  
27  
28

1 liabilities of NAV-RENO-GS, LLC including those alleged by Plaintiff in this action to include  
2 compensatory and punitive damages as well as equitable and injunctive relief. The parties agree  
3 that with this binding stipulation and order of the Court, the caption may be changed to substitute  
4 MEI-GSR HOLDINGS, LLC in place of NAV-RENO-GS, LLC.

5 Affirmation Pursuant to NRS 239B.030

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

8 Dated this \_\_\_\_ day of June, 2013.

Dated this \_\_\_\_ day of June, 2013.

9 LAXALT & NOMURA, LTD.

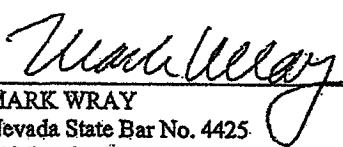
COHEN/JOHNSON

11 ROBERT A. DOTSON  
12 Nevada State Bar No. 5285  
13 ANGELA M. BADER, ESQ.  
14 Nevada State Bar No. 5574  
15 9600 Gateway Drive  
16 Reno, Nevada 89521  
17 Attorneys for Plaintiff

STEVEN B. COHEN  
Nevada State Bar No. 2327  
STAN JOHNSON  
Nevada State Bar No. 265  
TERRY KINNALLY  
Nevada State Bar No. 6379  
255 E. Warm Springs Rd, Ste 100  
Las Vegas, NV 89119  
Attorneys for Defendant  
Grand Sierra Resort.

18 Dated this 20<sup>th</sup> day of June, 2013.

19 LAW OFFICE OF MARK WRAY .

20   
21 MARK WRAY  
22 Nevada State Bar No. 4425  
23 608 Lander Street  
24 Reno, NV 89509  
25 Attorneys for Defendant Sumona Islam

1 ROBERT A. DOTSON, ESQ.  
2 Nevada State Bar No. 5285  
3 rdotson@laxalt-nomura.com  
4 ANGELA M. BADER, ESQ.  
5 Nevada State Bar No. 5574  
6 abader@laxalt-nomura.com  
7 LAXALT & NOMURA, LTD.  
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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.: B7

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 **ORDER SUBSTITUTING DEFENDANT AND CHANGING CAPTION**

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

///

///

///

///

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

5 IT IS FURTHER ORDERED THAT the caption may be changed to substitute MEI-GSR  
6 HOLDINGS, LLC in place of NAV-RENO-GS, LLC.  
7

8 Dated this 1 day of July, 2013.  
9

10 Patrick T. Tanagan  
11 DISTRICT COURT JUDGE

12 Respectfully submitted,  
13 LAXALT & NOMURA, LTD  
14

15 By:

Robert A. Dotson  
16 ROBERT A. DOTSON (NSB # 5285)  
17 ANGELA M. BADER, ESQ. (NSB #5574)  
18 9600 Gateway Dr.  
19 Reno, NV 89521  
20 Attorneys for Plaintiff  
21  
22  
23  
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28

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**EXHIBIT 7**

**EXHIBIT 7**

COHEN | JOHNSON  
ATTORNEYS & COUNSELORS AT LAW

Terry Kinnally, Esq.  
tkinnally@cohenjohnson.com

255 E. Warm Springs Road, Suite 100  
Las Vegas, Nevada 89119  
702-823-3500 tel  
702-823-3400 fax

April 12, 2013

Via Email: [abader@laxalt-nomura.com](mailto:abader@laxalt-nomura.com)

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

Re: Golden Road Motor Inn, Inc., et al v. Sumona Islam, et al.  
Case No.: CV12-01171  
File No.: 120123

Dear Angie

Please be advised that Tony Santo is no longer associated with Grand Sierra Resort and therefore we cannot produce him for his deposition which has been scheduled for April 19, 2013 at 9:00 a.m.

Here is his last known address:

Tony Santo  
1243 Jessie Road  
Henderson, Nevada 89002-9213

I will also be calling you next week to see if we can finally resolve our discovery questions. Please let me know when it would be convenient to schedule the call. I am currently reviewing the supplemental responses you recently served.

Very Truly Yours,

  
TERRY KINNALLY, ESQ.

MTK/jsr  
cc: Mark Wray  
via email: [mwray@markwraylaw.com](mailto:mwray@markwraylaw.com)



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**EXHIBIT 8**

**EXHIBIT 8**

01/01/11 ADDITION OF A RACE BOOK  
 01/01/11 ADDITION OF A SPORTS POOL  
 01/01/11 APPROVAL OF OFF-TRACK PARI-MUTUEL RACE WAGERING

: -----  
 01/01/11 10/01/12 R NAV-RENO-GS, LLC (1)  
 10/01/12 MEI-GSR HOLDINGS, LLC (1)  
 : -----  
 : (1)RECEIVING PERCENTAGE OF GAMING REVENUE  
 : -----  
 : <End of Owners>

Name	MEI-GSR HOLDINGS, LLC	Approve Date	06/22/06
DB at		Start Date	06/23/06
DB as	GRAND SIERRA RESORT AND CASINO	Final Date	99/99/99
N -Non Restricted	Active	Ownership	ILCO
Location Address		Mailing Address	
2500 E 2ND ST	2500 E 2ND ST		
RENO NV 89595	RENO NV 89595		
---Added---Removed--- Owners only ---			
06/23/06	08/01/11 R LARRY JEAN WOOLF/ MANAGER		
08/01/11	10/01/12 R SANTO GAMING, LLC		
	- (100% MEMBER AND MANAGER OF SANTO GAMING - GSR, LLC)		
08/01/11	10/01/12 R ANTHONY FRANCIS SANTO/ MANAGER		100%
08/01/11	10/01/12 R SANTO GAMING - GSR, LLC		
	- (100% MEMBER AND MANAGER OF NAV-RENO-GS, LLC)		
10/01/12	MEI-GSR HOLDINGS, LLC (2) DBA GRAND SIERRA RESORT AND CASINO		
10/01/12	ALEX MERUELO/ MANAGER		77%
10/01/12	LUIS ALBERTO ARMONA/ MANAGER		23%
06/23/06	10/01/12 R NAV-RENO-GS, LLC DBA GRAND SIERRA CASINO		
	- KEY EMPLOYEE		
06/19/08	06/09/11 R BRANDYWINE BOOKMAKING LLC/(1) RACE BOOK AND SPORTS POOL MANAGER		
06/19/08	06/09/11 R JOSEPH MAX ASHER/MANAGER		
06/19/08	06/09/11 R BRANDYWINE GAMING LLC		100%
06/19/08	06/09/11 R JOSEPH MAX ASHER/ MANAGER		100%
06/23/06	10/01/12 R APPROVAL OF RACE BOOK		
06/23/06	10/01/12 R APPROVAL OF SPORTS POOL		
06/23/06	10/01/12 R APPROVAL TO CONDUCT OFF-TRACK PARI-MUTUAL RACE WAGERING		
	- (1)APPROVAL TO RECEIVE A PERCENTAGE OF GAMING REVENUE		
	- (2)APPROVAL TO RECEIVE A PERCENTAGE OF GAMBLING REVENUE FROM THE RACE BOOK AND SPORTS POOL OPERATED BY BRANDYWINE BOOKMAKING LLC.		
	: ----- : <End of Owners>		

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Transaction # 4294308 : mcholino

**EXHIBIT 9**

**EXHIBIT 9**

**Angie Bader**

---

**From:** Terry Kinnally <tkinnally@cohenjohnson.com>  
**Sent:** Tuesday, May 07, 2013 12:08 PM  
**To:** Angie Bader  
**Subject:** Re: depositions

I will, I'll get the stip over to you today, and the depositions would be Tuesday at 9 30 am and 1 p.m and Monday at 9:30 (if you remember we adjusted them due to the Stan flying in that morning. If this is a problem let me know.

On Tue, May 7, 2013 at 11:35 AM, Angie Bader <[abader@laxalt-nomura.com](mailto:abader@laxalt-nomura.com)> wrote:  
This works. How about the same timing as the last time they were set. Also, can you send over a proposed stipulation correcting the name of the appropriate GSR entity. Thanks.  
Angie

---

**From:** Terry Kinnally [mailto:[tkinnally@cohenjohnson.com](mailto:tkinnally@cohenjohnson.com)]  
**Sent:** Tuesday, May 07, 2013 10:10 AM  
**To:** Angie Bader  
**Subject:** depositions

I just heard back from Jeremy's office and he has a problem with Friday. Can we do your witnesses on Tuesday, and then do Jeremy on Monday the 20th. He is free that day. It would also give us the chance to get him your witnesses depositions for review, as Rob asked. Let me know if that works, and what times are good.

**Morgan Bogumil**

---

**From:** Morgan Bogumil  
**Sent:** Monday, June 10, 2013 12:08 PM  
**To:** scohen@cohenjohnson.com; Stan Johnson; Terry Kinnally; jrussell@cohenjohnson.com; 'Mark Wray'; 'Angeline Peterson'  
**Cc:** Rob Dotson; Angle Bader; 'Debra Robinson'  
**Subject:** Atlantis Casino Resort Spa v. Sumona Islam, et al.  
**Importance:** High  
**Attachments:** Stipulation To Substitute Defendant.pdf

Counsel,  
Attached please find a proposed Stipulation to Substitute Defendant and Change Caption, which will be discussed today at the Pretrial Conference.

L. Morgan Bogumil  
Assistant to Robert A. Dotson, Esq.  
and Angela M. Bader, Esq.  
Laxalt & Nomura, Ltd.  
Phone: (775) 322-1170, x 137  
Fax: (775) 322-1865  
[mbogumil@laxalt-nomura.com](mailto:mbogumil@laxalt-nomura.com)

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

10/30/2013

**Morgan Bogumil**

---

**From:** Rob Dotson  
**Sent:** Tuesday, June 18, 2013 2:52 PM  
**To:** Stan Johnson  
**Cc:** Mark Wray; Angie Bader; Morgan Bogumil  
**Subject:** Stipulation

Stan - Do you have authority to enter into the stipulation to substitute parties or do you have any edits you would propose. If you are unable to stipulate please simply advise me of that and I will file a motion. However, given the date we are going to need to bring a motion on Order shortening time. - Rob

10/30/2013

**Morgan Bogumil**

---

From: Rob Dotson  
Sent: Wednesday, June 19, 2013 6:53 PM  
To: Debra Robinson; Angie Bader  
Cc: Morgan Bogumil  
Subject: FW: Stipulation

FYI

---

From: Rob Dotson  
Sent: Wednesday, June 19, 2013 6:44 PM  
To: Stan Johnson  
Subject: RE: Stipulation

Will do. It will be in the morning.

**[REDACTED]**

---

From: Stan Johnson [sjohnson@cohenjohnson.com]  
Sent: Wednesday, June 19, 2013 6:29 PM  
To: Rob Dotson  
Subject: Re: Stipulation

I can sign it; please resend.  
Stan

Sent from my iPhone

On Jun 19, 2013, at 3:55 PM, Rob Dotson <rdotson@laxalt-nomura.com> wrote:

> What is the status of authority on the stipulation?  
>  
> Robert Dotson  
> Reno Office : 775.322.1170  
> Las Vegas : 702.388.1551  
> Cell : 775.560.7622

**Morgan Bogumil**

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**From:** Morgan Bogumil  
**Sent:** Thursday, June 20, 2013 8:50 AM  
**To:** Stan Johnson; Terry Kinnally; jrussell@cohenjohnson.com; 'Mark Wray'; 'Angeline Peterson'  
**Cc:** Rob Dotson; Angie Bader; 'Debra Robinson'  
**Subject:** Atlantis Casino Resort Spa v. Sumona Islam, et al.  
**Attachments:** Stipulation To Substitute Defendant.pdf

Counsel,

Attached please find the Stipulation to Substitute Defendant and Change Caption. Please review, sign where indicated and return your signature page to our office via email. If you have any questions, please contact me.

L. Morgan Bogumil  
Assistant to Robert A. Dotson, Esq.  
and Angela M. Bader, Esq.  
Laxalt & Nomura, Ltd.  
Phone: (775) 322-1170, x 137  
Fax: (775) 322-1865  
[mbogumil@laxalt-nomura.com](mailto:mbogumil@laxalt-nomura.com)

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10/30/2013