

CLERK OF THE COURT

Electronically Filed
Apr 03 2017 10:58 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

1 Mark M. Jones, Esq. (#267)
2 m.jones@kempjones.com
3 David T. Blake, Esq. (#11059)
4 d.blake@kempjones.com
5 KEMP, JONES & COULTHARD, LLP
6 3800 Howard Hughes Parkway, 17th Floor
7 Las Vegas, Nevada 89169
8 Telephone: (702) 385-6000
9 Facsimile: (702) 385-6001
10 *Attorneys for Defendant*

DISTRICT COURT

DISTRICT OF NEVADA

9 Global Experience Specialists, Inc.,

CASE NO.: A-17-750273-B

DEPT NO.: 13

10 Plaintiff,

11 vs.

NOTICE OF APPEAL

12 Landon Shores,

13 Defendant.

14
15
16 Landon Shores, by and through his counsel of record, Kemp, Jones & Coulthard, LLP,
17 hereby appeals to the Supreme Court of Nevada from the Findings of Fact, Conclusions of Law,
18 and Order Granting Plaintiff's Motion for Preliminary Injunction entered in this action on the
19 23rd day of March, 2017.

20 DATED this 24th day of March, 2017.

KEMP, JONES & COULTHARD, LLP




21 Mark M. Jones, Esq. (#267)
22 David T. Blake, Esq. (#11059)
23 3800 Howard Hughes Parkway, 17th Floor
24 Las Vegas, Nevada 89169
25 *Attorneys for Defendant*
26
27
28

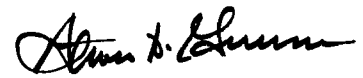
KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway
Seventeenth Floor
Las Vegas, Nevada 89169
(702) 385-6000 • Fax (702) 385-6001
kjc@kempjones.com

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of March, 2017, the foregoing **NOTICE OF APPEAL** was served on all parties on the service list through the Court's electronic filing system.


An employee of Kemp, Jones & Coulthard, LLP

KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway
Seventeenth Floor
Las Vegas, Nevada 89169
(702) 385-6000 • Fax (702) 385-6001
kjc@kempjones.com



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9 Facsimile: (702) 385-6001
10 *Attorneys for Defendant*

DISTRICT COURT

DISTRICT OF NEVADA

11 Global Experience Specialists, Inc.,

CASE NO.: A-17-750273-B

DEPT NO.: 13

12 Plaintiff,

13 vs.

CASE APPEAL STATEMENT

14 Landon Shores,

15 Defendant.

16 Defendant Landon Shores (hereinafter "Defendant", or "Appellant"), by and through his
17 counsel of record, Kemp, Jones & Coulthard, LLP, hereby files this Case Appeal Statement
18 regarding his notice of appeal.

1. Name of appellants filing this Case Appeal Statement:

19 Landon Shores

2. Identify the judge issuing the decision, judgment or order appealed from:

20 Honorable Mark R. Denton

3. Identify each appellant and the name and address of counsel for each appellant:

21 Landon Shores
22 Mark M. Jones, Esq.
23 Nevada Bar No. 267
24 David T. Blake, Esq.
25 Nevada Bar No. 11059
26 Kemp Jones & Coulthard, LLP
27 3800 Howard Hughes Pkwy, 17th Floor
28 Las Vegas, NV 89169

KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway
Seventeenth Floor
Las Vegas, Nevada 89169
(702) 385-6000 • Fax (702) 385-6001
kjc@kempjones.com

1 **4. Identify each respondent and the name and address of appellate counsel, if**
2 **known, for each respondent (if the name of a respondent's appellate counsel is unknown,**
3 **indicate as much and provide the name and address of that respondent's trial counsel):**

4 Global Experience Specialists, Inc.
5 William R. Urga, Esq.
6 Nevada Bar No. 1195
7 David J. Malley, Esq.
8 Nevada Bar No. 8171
9 Jolley Urga Woodbury & Little
10 330 S. Rampart Blvd., Ste. 380
11 Las Vegas, NV 89145

12 **5. Indicate whether any attorney identified above in response to question 3 or 4 is**
13 **not licensed to practice law in Nevada, and if so, whether the district court granted that**
14 **attorney permission to appear under SCR 42 (attach a copy of any district court order**
15 **granting such permission):**

16 All counsel are licensed to practice law in Nevada.

17 **6. Indicate whether appellant was represented by appointed counsel in the**
18 **district court or on appeal:**

19 Appellant is represented by appointed retained counsel in the district court.

20 **7. Indicate whether appellant is represented by appointed or retained counsel on**
21 **this appeal:**

22 Appellant is represented by retained counsel on appeal.

23 **8. Indicate whether appellant was granted leave to proceed in forma pauperis, and**
24 **the date of entry of the district court order granting such leave:**

25 Appellant did not request leave to proceed in forma pauperis.

26 **9. Indicate the date of proceedings commenced in the district court:**

27 January 30, 2017.

28 **10. Provide a brief description of the nature of the action and result in the district**

1 court, including the type of judgment or order being appealed and the relief granted by
2 the district court:

3 This is an action concerning the enforceability of a noncompete clause contained
4 within a Confidentiality and Noncompete Agreement (the "Agreement"). Plaintiff Global
5 Experience Specialists, Inc. ("GES") filed a Complaint for alleged breach of contract and other
6 related claims and also filed a preliminary injunction motion against Appellant, to restrain him
7 from future employment under the noncompete terms within the Agreement.

8 The district court granted GES's preliminary injunction motion and entered Findings of
9 Fact, Conclusions, of Law, and an Order Granting Plaintiff's Motion for Preliminary Injunction
10 (the "Preliminary Injunction") on March 22, 2017 (filed on March 23, 2107). Appellant now
11 appeals the Preliminary Injunction.

12
13 **11. Indicate whether the case has been the subject of an appeal or original writ**
14 **proceeding in the Supreme Court and, if so, the caption and Supreme Court docket**
15 **number of the prior proceeding:**

16 There have been no prior appeals or writ proceedings in this case.

17
18 **12. Indicate whether this appeal involves child custody or visitation:**

19 This appeal does not involve child custody or visitation.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///


28 ///

13. If this is a civil case, indicate whether this appeal involves the possibility of settlement:

The case has a low possibility of settlement.

DATED this 24th day of March, 2017.

KEMP, JONES & COULTHARD, LLP


Mark M. Jones, Esq. (#267)
David T. Blake, Esq. (#11059)
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, Nevada 89169
Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of March, 2017, the foregoing **CASE APPEAL STATEMENT** was served on all parties on the service list through the Court's electronic filing system.

Grica Bennett
An employee of Kemp, Jones & Coulthard, LLP

DISTRICT COURT
CASE SUMMARY
CASE NO. A-17-750273-B

Global Experience Specialists Inc, Plaintiff(s)
vs.
Landon Shores, Defendant(s)

§
§
§
§
§

Location: **Department 13**
Judicial Officer: **Denton, Mark R.**
Filed on: **01/30/2017**
Cross-Reference Case Number: **A750273**

CASE INFORMATION

Case Type: **Other Business Court Matters**
Case Flags: **Discovery heard by Department
Appealed to Supreme Court
Other Contract Case**

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number A-17-750273-B
Court Department 13
Date Assigned 01/30/2017
Judicial Officer Denton, Mark R.

PARTY INFORMATION

Plaintiff **Global Experience Specialists Inc**

Lead Attorneys
Urga, William R.
Retained
7026997500(W)

Defendant **Shores, Landon**

Jones, Mark Merrill
Retained
7023856000(W)

DATE

EVENTS & ORDERS OF THE COURT

INDEX

01/30/2017	 Complaint (Business Court) Filed By: Plaintiff Global Experience Specialists Inc <i>Complaint</i>	
01/30/2017	Other Contract Case	
01/31/2017	 Motion for Preliminary Injunction Filed By: Plaintiff Global Experience Specialists Inc <i>Plaintiff's Motion for Preliminary Injunction</i>	
02/23/2017	 Opposition to Motion Filed By: Defendant Shores, Landon <i>Defendant's Opposition to Plaintiff's Motion for Preliminary Injunction</i>	
02/24/2017	 Initial Appearance Fee Disclosure Filed By: Defendant Shores, Landon <i>Initial Appearance Fee Disclosure</i>	
03/01/2017	 Reply in Support Filed By: Plaintiff Global Experience Specialists Inc <i>Reply in Support of Plaintiff's Motion for Preliminary Injunction</i>	
03/06/2017		

DISTRICT COURT
CASE SUMMARY
CASE NO. A-17-750273-B

	 Motion for Preliminary Injunction (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Plaintiff's Motion for Preliminary Injunction</i> Granted; <i>Granted</i>
03/08/2017	 Transcript of Proceedings <i>Transcript of Proceedings: Plaintiff's Motion for Preliminary Injunction 03/06/2017</i>
03/16/2017	 Motion To Dismiss - Alternative Motion For Summary Judgment Filed By: Defendant Shores, Landon <i>Defendant's Motion to Dismiss Plaintiff's Complaint and, in the Alternative, Motion for Summary Judgment</i>
03/17/2017	 Notice of Hearing Filed By: Defendant Shores, Landon <i>Notice of Hearing of Defendants' Motion to Dismiss Plaintiff's Complaint, And, In The Alternative, Motion For Summary Judgment</i>
03/17/2017	 Notice Filed By: Defendant Shores, Landon <i>Notice of Submission of Letter and Proposed Order</i>
03/20/2017	 Summons Filed by: Plaintiff Global Experience Specialists Inc <i>Summons</i>
03/20/2017	 Notice Filed By: Plaintiff Global Experience Specialists Inc <i>Notice of Submission of Letter and Proposed Order</i>
03/23/2017	 Findings of Fact, Conclusions of Law and Order Filed By: Plaintiff Global Experience Specialists Inc <i>Findings of Fact, Conclusions of Law, and Order Granting Plaintiff's Motion for Preliminary Injunction</i>
03/23/2017	 Notice of Posting Bond Filed By: Plaintiff Global Experience Specialists Inc <i>Notice of Posting Bond</i>
03/24/2017	 Notice of Appeal Filed By: Defendant Shores, Landon <i>Notice of Appeal</i>
03/24/2017	 Case Appeal Statement Filed By: Defendant Shores, Landon <i>Case Appeal Statement</i>
03/24/2017	 Notice of Entry of Order Filed By: Plaintiff Global Experience Specialists Inc <i>Notice of Entry of Findings of Fact, Conclusions of Law and Order Granting Plaintiff's Motion for Preliminary Injunction</i>
03/27/2017	 Motion to Stay Filed By: Defendant Shores, Landon

DISTRICT COURT
CASE SUMMARY
CASE NO. A-17-750273-B

	<i>Defendant's Motion to Stay Enforcement of Preliminary Injunction Pending Appeal on Order Shortening Time</i>
03/30/2017	Motion to Stay (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Defendant's Motion to Stay Enforcement of Preliminary Injunction Pending Appeal on Order Shortening Time</i>
04/17/2017	Motion to Dismiss (9:00 AM) (Judicial Officer: Denton, Mark R.) <i>Defendants' Motion to Dismiss Plaintiff's Complaint And, In The Alternative Motion For Summary Judgment</i>

DATE	FINANCIAL INFORMATION	
	Defendant Shores, Landon	
	Total Charges	1,735.00
	Total Payments and Credits	1,735.00
	Balance Due as of 3/28/2017	0.00
	Plaintiff Global Experience Specialists Inc	
	Total Charges	1,542.50
	Total Payments and Credits	1,542.50
	Balance Due as of 3/28/2017	0.00

BUSINESS COURT CIVIL COVER SHEET

A-17-750273-B

X I I I

County, Nevada

Case No. _____

(Assigned by Clerk's Office)

I. Party Information *(provide both home and mailing addresses if different)*

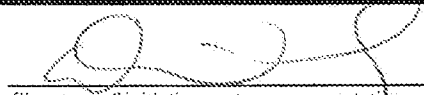
Plaintiff(s) (name/address/phone): <p style="text-align: center;">Global Experience Specialists, Inc.</p>	Defendant(s) (name/address/phone): <p style="text-align: center;">Landon Shores</p>
Attorney (name/address/phone): <p style="text-align: center;">David J. Malley, Esq. Jolley Urga Woodbury & Little 330 S. Rampart Blvd., Ste. 380 Las Vegas, Nevada 89145</p>	Attorney (name/address/phone):

II. Nature of Controversy *(Please check the applicable boxes for both the civil case type and business court case type)*

☐ Arbitration Requested

Civil Case Filing Types		Business Court Filing Types		
Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Torts Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort	CLARK COUNTY BUSINESS COURT <input type="checkbox"/> NRS Chapters 78-89 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Mergers (NRS 92A) <input type="checkbox"/> Uniform Commercial Code (NRS 104) <input type="checkbox"/> Purchase/Sale of Stock, Assets, or Real Estate <input type="checkbox"/> Trademark or Trade Name (NRS 600) <input type="checkbox"/> Enhanced Case Management <input checked="" type="checkbox"/> Other Business Court Matters		
Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input checked="" type="checkbox"/> Other Contract	Civil Writs <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	WASHOE COUNTY BUSINESS COURT <input type="checkbox"/> NRS Chapters 78-88 <input type="checkbox"/> Commodities (NRS 91) <input type="checkbox"/> Securities (NRS 90) <input type="checkbox"/> Investments (NRS 104 Art.8) <input type="checkbox"/> Deceptive Trade Practices (NRS 598) <input type="checkbox"/> Trademark/Trade Name (NRS 600) <input type="checkbox"/> Trade Secrets (NRS 600A) <input type="checkbox"/> Enhanced Case Management <input type="checkbox"/> Other Business Court Matters		
Judicial Review/Appeal/Other Civil Filing <table style="width: 100%;"> <tr> <td style="width: 50%;"> Judicial Review <input type="checkbox"/> Foreclosure Mediation Case Appeal Other <input type="checkbox"/> Appeal from Lower Court </td> <td style="width: 50%;"> Other Civil Filing <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters </td> </tr> </table>		Judicial Review <input type="checkbox"/> Foreclosure Mediation Case Appeal Other <input type="checkbox"/> Appeal from Lower Court	Other Civil Filing <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters	
Judicial Review <input type="checkbox"/> Foreclosure Mediation Case Appeal Other <input type="checkbox"/> Appeal from Lower Court	Other Civil Filing <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters			

January 30, 2017
Date


Signature of initiating party or representative


CLERK OF THE COURT

FFCO
William R. Urga, Esq.
Nevada Bar No. 1195
David J. Malley, Esq.
Nevada Bar No. 8171
Email: djm@juww.com
JOLLEY URGA WOODBURY & LITTLE
330 S. Rampart Blvd., Ste. 380
Las Vegas, Nevada 89145
(702) 699-7500 Telephone
(702) 699-7555 Facsimile

Attorneys for Plaintiff Global Experience Specialists, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA

CASE NO.: A-17-750273-B

DEPT. NO.: XIII

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY INJUNCTION**

Date: March 6, 2017
Time: 9:00 a.m.

GLOBAL EXPERIENCE SPECIALISTS,
INC.,

Plaintiff,

vs.

LANDON SHORES,

Defendants,

The matter of Global Experience Specialists, Inc.'s Motion for Preliminary Injunction (the "Motion") came before the Court on March 6, 2017. William R. Urga, Esq. and David J. Malley, Esq. from Jolley Urga Woodbury & Little appeared on behalf of Plaintiff Global Experience Specialists, Inc. ("GES") and Mark M. Jones, Esq. from Kemp, Jones & Coulthard, LLP appeared on behalf of Defendant Landon Shores ("Shores"). The Court, having considered the pleadings and papers on file herein, having received evidence in the form of documents and the declarations of Thomas Page, Landon Shores, Jon Massimino, and David Malley, and having heard the arguments of counsel, now enters its ^{preliminary} Findings of Fact and Conclusions of Law as follows:

I.

PRELIMINARY FINDINGS OF FACT

1. GES is engaged in the business of, among other things, designing, fabricating, and installing trade show exhibits for customers' use at trade shows, conventions, exhibits, and other venues, as well as contracting with trade show organizers to provide load-in/load-out services, and convention area preparation and set-up.

2. Shores became employed with GES in June 2013 as a Sales Associate. On September 27, 2013, following his probationary period, Shores executed a document entitled "Confidentiality and Non-Competition Agreement." Among other things, by entering into that agreement Shores agreed that for twelve months following the termination of his employment with GES, he would not compete against GES by performing any services on his own behalf or on the behalf of any third party that are competitive with and/or similar to the services that he performed for GES.

3. Shores was subsequently promoted to Sales Manager and, in September 2016, was given an increase in salary. In connection with the increase in salary, Shores signed a superseding Confidentiality and Non-Competition Agreement (the "Agreement") on or about September 12, 2016.

4. In the Agreement, Shores agreed to the following restrictive covenant:

A. Limited Restriction on Specific Competitive Employment. For a period of twelve (12) months following the date of termination of Employee's employment with the Company, whether terminated voluntarily or involuntarily, whether with or without cause, and whether or not Employee has or alleges to have a claim against the Company, Employee agrees that he/she will not directly or indirectly compete against the Company, whether as an employee, consultant, or otherwise, by performing services on his/her own behalf and/or on the behalf of any third party that are competitive with and/or similar to the services that Employee performed for the Company during the last twelve (12) months of his/her employment with the Company. Without limiting the foregoing, this restriction also applies to those parent companies, affiliates, and subsidiaries of the Company's competitors, including any successors or assigns whether now owned or purchased as a result of a stock and/or asset purchase, and/or acquired via merger or any other means during the term of this Agreement.

Employee recognizes and acknowledges that the Company conducts its business on an international basis and has customer

and vendor accounts throughout the United States in which Employee will be involved. Therefore, Employee agrees that a geographical restriction on competitive employment in the United States, based on Employee's relationship and interaction with Company's clients on a national scale, Employee's involvement in show and exhibit planning for Company's clients, Employee's responsibility for financial and accounting analysis for client and show operations, Employee's access to the contract, contact, show and event planning, and financial information of the Company's clients, as well as Employee's access to the Company's Proprietary Information, Confidential Records, and Trade Secrets regarding the foregoing, is reasonable and necessary to protect the Company's legitimate business interests.

5. By executing the Agreement, Shores further agreed that during his employment and for a period of 12 months thereafter he would not solicit or accept business from or perform services for any of GES's customers. Shores also agreed that GES would be entitled to injunctive relief to enjoin any violation of the Agreement.

6. Shores acknowledged his non-compete obligation in other ways as well. For example, as an employee of GES, Shores participated in GES' Exhibition Sales Incentive Plan, which provided financial incentives to Shores for meeting certain sales measures. In connection with that Exhibition Sales Incentive Plan, Shores signed the 2016 Exhibition Sales Incentive Plan Participation Acknowledgement, which requires forfeiture and/or repayment of awards in the event Shores engages in competitive activities within 12 months following the termination of his employment.

7. In addition to containing provisions to protect GES' sensitive business information, GES requested that Shores execute the Agreement in order to provide GES with the ability to maintain its business following the termination of his employment. Those employees are often the face of GES to its clients. By limiting Shores' ability to compete with GES and do business with its customers for one year, GES can use that time to secure, strengthen, and maintain its relationships with the customers who previously worked with Shores.

8. Shores' duties as Sales Manager for GES included securing trade show sales and services; representing GES to trade show management, exhibitors, association executives, convention managers, convention bureau staff, hotels and conference centers and subcontractors to create goodwill and secure business; seeking new business from meeting venues, hotels, associations, and companies with trade show events; coordinating with others at GES for all

1 phases of pre-show, on-site, and post-show project management; preparing responses to requests
2 for proposals; developing presentation materials for presentation to current and potential clients;
3 and negotiating contracts. Shores' responsibilities included being present on the floor during
4 events and interacting with both event organizers and exhibitors to ensure that GES met client
5 needs and expectations.

6 9. On or around December 8, 2016, Freeman Expositions, Inc. ("Freeman") offered
7 Shores a position as Senior Business Development Manager, which Shores accepted on or
8 around December 20, 2016. Shores notified GES of his decision to accept employment with
9 Freeman on or around January 6, 2017. After Shores notified GES of his decision to terminate
10 his employment, Thomas Page, GES' Director of Sales, Las Vegas, discussed Shores' non-
11 compete obligations with him, and Shores acknowledged that he signed the Agreement and that
12 it contained a non-compete provision, but felt that the Agreement was not applicable because he
13 was going to be working for Freeman in California rather than Nevada.

14 10. The work Shores performs for Freeman as Senior Business Development
15 Manager is similar to and competitive with the work Shores performed for GES. Although
16 Shores submitted a declaration stating that he was not soliciting GES' customers on behalf of
17 Freeman or disclosing GES' confidential information to Freeman, there is no doubt that the
18 services he performs on behalf of Freeman are the same as those he provided on behalf of GES.
19 For example, Shores' declaration confirms that when employed for GES, he would obtain
20 publicly available information from the Las Vegas Convention and Visitors Authority about
21 events in Las Vegas, and would then make introductions to show organizers and thereafter
22 actively engage the potential client. Shores does the exact same thing on behalf of Freeman,
23 except that he uses information from the Los Angeles Convention and Exhibition Center
24 Authority instead.

25 11. GES operates on both an international and national basis. In fact, in his
26 Declaration, Shores affirmed that while employed with GES, he had sales with clients for trade
27 shows at various locations throughout the United States, include Orlando, Chicago, Baltimore,
28 Washington, D.C., San Diego, and Las Vegas. Similarly, GES presented evidence that it

1 operates on a national scale, including evidence that between December 2015 and March 2017,
2 GES operated in at least 33 states, plus Washington, D.C. and Puerto Rico, and in 119 different
3 cities. During that same time GES operated at 280 events in California, with at least 18 in
4 Anaheim where Shores presently works for Freeman.

5 12. Based on Shores' conduct in knowingly and intentionally performing services for
6 Freeman that are similar to and competitive with the services he performed for GES, GES has
7 shown ^{a reasonable likelihood of success on the merits of} ~~that it is likely to succeed~~ on its claim for breach of the Agreement.

8 13. Should any Finding of Fact be more properly a Conclusion of Law, it shall be
9 deemed to be a Conclusion of Law.

10 II.

11 ^{2 preliminary} CONCLUSIONS OF LAW

12 Based on the ^{2 preliminary} Findings of Fact as set forth above, the Court enters the following
13 Conclusions of Law:

14 14. With respect to the Agreement, GES has asserted claims for breach of contract,
15 breach of the covenant of good faith and fair dealing, and injunctive relief.

16 15. The relief sought by way of the present motion is an injunction to prevent Shores
17 from soliciting or doing business with any clients of GES and from performing any services on
18 his own behalf or on behalf of any third party that would be similar to and/or competitive with
19 the services he performed for GES.

20 16. The Agreement is governed by Nevada law. Under NRS 613.200(4), non-
21 compete covenants such as the one contained in the Agreement are permissible in Nevada if the
22 agreement is supported by valuable consideration and reasonable in scope and duration.

23 17. Injunctive relief is available to prevent irreparable injury to a business or
24 proprietary interest. *See Sobol v. Capital Management Consultants, Inc.*, 102 Nev. 444, 446,
25 726 P.2d 335, 337 (1986).

26 18. To obtain a preliminary injunction, an application must show "a likelihood of
27 success on the merits and a reasonable probability that the non-moving party's conduct, if
28 allowed to continue, will cause irreparable harm for which compensatory damage is an

1 inadequate remedy.” *Dangberg Holdings Nevada, L.L.C. v. Douglas County*, 115 Nev. 129,
2 142, 978 P.2d 311, 319 (1999).

3 19. In Nevada, a restraint of trade such as the one contained in the Agreement is
4 reasonable if it is no greater than what is required for the protection of the person for whose
5 benefit the restraint is imposed. *Hansen v. Edwards*, 83 Nev. 189, 191-92 426 P.2d 792 (1967).
6 Further, while competition should not be unreasonably limited, the public “has an interest in
7 protecting the freedom of persons to contract, and in enforcing contractual rights and
8 obligations.” *Id.* at 192.

9 20. In Nevada, the factors to be examined when analyzing whether a restraint of trade
10 is reasonable are the duration, geographic scope, and scope of conduct sought to be restrained.
11 *Golden Rd. Motor Inn, Inc. v. Islam*, 132 Nev. Adv. Op. 49, 376 P.3d 151 (2016).

12 21. The facts identified above show that GES has a likelihood of success on the
13 merits of its claims. Shores did not dispute that he signed the Agreement, that the duration of the
14 Agreement is reasonable, that the scope of the prohibited competitive conduct is reasonable, that
15 he was aware of the Agreement and its covenants when he accepted employment with Freeman,
16 or that the services he provides in his employment with Freeman are competitive with and
17 similar to those he provided to GES.

18 22. The nationwide geographic scope of the covenant not to compete contained in the
19 Agreement is also reasonable. The Court disagrees with Shores that a nationwide restriction on
20 employment is unreasonable as a matter of law. Rather, a nationwide restriction is reasonable if
21 it is justified by the nationwide nature of the employer’s business. *See Marshall v. Gore*, 506
22 So. 2d 91 (Fla. Dist. Ct. App. 1987) (“The evidence is sufficient to warrant the nationwide scope
23 since appellee had sold forty-two software programs to dairies in Pennsylvania, Iowa,
24 Wisconsin, Ohio, Vermont, Missouri and Oregon. It also advertised in a nationwide dairy
25 publication.”); *Aspen Mktg. Servs., Inc. v. Russell*, No. 09 C 2864, 2009 WL 4674061 (N.D. Ill.
26 Dec. 3, 2009) (“Accepting these allegations as true [that plaintiff developed exhibits and displays
27 that toured events in approximately 40 states], the court finds that the [nationwide] geographic
28 limitation in plaintiff’s noncompete restrictive covenant is not *per se* unreasonable because

1 plaintiff's mobile and interactive exhibits are displayed throughout the county.") ; *Gorman Pub.*
2 *Co. v. Stillman*, 516 F. Supp. 98, 104 (N.D. Ill. 1980) ("[T]he fact that the covenant applied
3 nationwide was justified by the nationwide nature of Gorman's business."); *Superior Consulting*
4 *Co. v. Walling*, 851 F. Supp. 839, 847 (E.D. Mich. 1994) ("SCC does business in forty-three
5 states and a number of foreign nations. The unlimited geographic scope of the non-competition
6 provision here was therefore not unreasonable."); *Convergys Corp. v. Wellman*, No. 1:07-CV-
7 509, 2007 WL 4248202, at *7 (S.D. Ohio Nov. 30, 2007) (concluding a geographically
8 restrictive covenant that included the United States, Canada, the Philippines, India, the United
9 Kingdom, and Europe to be reasonable given the nearly global scope of the employers'
10 operations); *Scholastic Funding Grp., LLC v. Kimble*, No. CIV A 07-557 JLL, 2007 WL
11 1231795, at *5 (D.N.J. Apr. 24, 2007) ("[T]he Court does not find the lack of geographic
12 limitation on the Non-Compete Provision unreasonable. Since the telemarketing industry is
13 broad-ranging in its scope by the nature of its business (placing nationwide telephone calls), the
14 geographic scope of the covenant, or lack thereof, is likely a reasonable restriction."), *W. Publ'g*
15 *Corp. v. Stanley*, No. CIV. 03-5832 (JRT/FLN, 2004 WL 73590, at *10 (D. Minn. Jan. 7, 2004)
16 ("Although there is no geographic limitation on the [non-compete] provision, this is nonetheless
17 reasonable in light of the national, and indeed international, nature of internet business."); *Sigma*
18 *Chem. Co. v. Harris*, 586 F. Supp. 704, 710 (E.D. Mo. 1984) ("There is no requirement that a
19 restrictive covenant have some geographic limit to be valid. The requirement is that the
20 geographic scope be reasonable. In this case, worldwide application of the restrictive covenant is
21 necessary to protect Sigma's interests.").

22 23. Here, a nationwide restriction is reasonable based on the nationwide nature of
23 GES' business, as well as the work Shores performed for GES with respect to events at locations
24 across the country.

25 24. GES also demonstrated that it will suffer irreparable harm due to Shores'
26 competitive conduct. "[A]cts committed without just cause which unreasonably interfere with a
27 business or destroy its credit or profits, may do an irreparable injury and thus authorize issuance
28

1 of an injunction. *Sobol v. Capital Mgmt. Consultants, Inc.*, 102 Nev. 444, 446, 726 P.2d 335,
2 337 (1986).

3 25. A party may meet its burden of showing irreparable harm ^{by} ~~“by demonstrating~~
4 ~~either (1) a combination of probable success on the merits and the possibility of irreparable~~
5 ~~injury or (2) that serious questions are raised and the balance of hardships tips sharply in its~~
6 ~~favor.”~~ *Rent-A-Center, Inc. v. Canyon Television and Appliance Rental, Inc.*, 944 F.2d 597, 602
7 (1991). “[I]ntangible injuries, such as damage to ongoing recruitment efforts and goodwill,
8 qualify as irreparable harm.” *Id.* at 603. ^{reasonable}

9 26. As stated above, GES has shown a ^{reasonable} likelihood of success on the merits. ~~Therefore,~~
10 ~~it need only show the possibility of irreparable injury.~~ Shores does not dispute that he is actively
11 marketing to customers in competition with GES. The fact that he may not be soliciting GES’
12 customers is of no moment. As recently as December 2016, Shores was working and marketing
13 on behalf of GES. Within a month of terminating his employment with GES, Shores was
14 performing those same tasks on behalf of Freeman. Customers and potential customers build
15 relationships with GES through salespeople such as Shores. Shores obtains an unfair advantage,
16 and GES suffers a corresponding unfair disadvantage, when Shores takes advantage of those
17 relationships and associated goodwill on behalf of a third party in competition with GES.

18 27. Additionally, ~~GES satisfied its burden under the second portion of Rent-A-~~
19 ~~Center’s analysis because~~ serious questions are raised ^{if} by Shores’ ^{is} knowing² and intentionally²
20 ~~acceptance of~~ competing employment in violation of the Agreement and the balance of hardships
21 tips in GES’ favor. The injunctive relief GES seeks, and which the Court enters herein, does not
22 prevent Shores from working, nor does it prevent him from working for Freeman in a non-
23 competitive capacity as further described below. Any hardship Shores may experience by being
24 enjoined from working in his current capacity for Freeman is not undue. ^{cf.} *See Basicomputer*
25 *Corp. v. Scott*, 791 F. Supp. 1280, 1289 (N.D. Ohio 1991) (recognizing that the test requires
26 more than “just some hardship”, and holding that the test is whether the restriction is unduly
27 harsh, which “requires excessive severity.”).

29. Should any Conclusion of Law be more properly a Finding of Fact, it shall be deemed to be a Finding of Fact.

ORDER

IT IS HEREBY ORDERED that GES' Motion for Preliminary Injunction be and hereby
is granted; and

IT IS FURTHER ORDERED that Shores shall be and hereby is restrained, enjoined, and prohibited from soliciting or doing business with any person or entity that was a client of GES during the twelve month period preceding termination of Shores' employment with GES; and

IT IS FURTHER ORDERED that Shores be and hereby is restrained, enjoined, and prohibited from performing services on his own behalf and/or on the behalf of any third party (including but not limited to Freeman) that are competitive with and/or similar to the services he performed for GES, including without limitation performing the following services, regardless of the title or designation of employment: securing trade show sales and services; representing himself or any third party to trade show management, exhibitors, association executives, convention managers, convention bureau staff, hotels and conference centers and subcontractors to create goodwill and secure business; seeking new business from meeting venues, hotels, associations, and companies with trade show events; coordinating with others for all phases of pre-show, on-site, and post-show project management; preparing responses to requests for proposals; developing presentation materials for presentation to current and potential clients; and negotiating contracts.

1 IT IS FURTHER ORDERED that this injunction shall be in effect for a twelve month
2 period beginning January 1, 2017; and

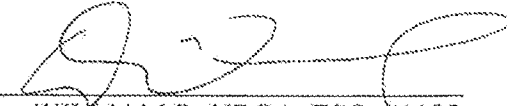
3 IT IS FURTHER ORDERED that this Preliminary Injunction shall be effective
4 immediately upon the posting of a bond or security in the amount of \$100,000 for the payment of
5 such costs or damages of a party improperly enjoined or restrained.

6 DATED this 22nd day of March, 2017.

7
8
9 
DISTRICT COURT JUDGE

10 Submitted by:

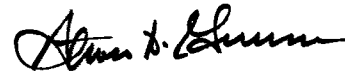
11 JOLLEY URGALAWYERS
12 WOODBURY & LITTLE PLLC

13 By: 
14 WILLIAM R. URGALAWYER, ESQ. #1195
15 DAVID J. MALLEY, ESQ. #1171
16 330 S. Rampart Blvd., Suite 380
17 Las Vegas, NV 89145
18 Attorneys for Plaintiff

Approved as to form and content:

KEMP, JONES & COULTHARD, LLP

13 By: _____
14 MARK M. JONES, ESQ. #267
15 DAVID T. BLAKE, ESQ. # 11059
16 3800 Howard Hughes Pkwy., 17th Floor
17 Las Vegas, NV 89169
18 Attorneys for Defendant



CLERK OF THE COURT

NOTC

William R. Urga, Esq.
Nevada Bar No. 1195
David J. Malley, Esq.
Nevada Bar No. 8171
Email: djm@juww.com
JOLLEY URGA WOODBURY & LITTLE
330 S. Rampart Blvd., Ste. 380
Las Vegas, Nevada 89145
(702) 699-7500 Telephone
(702) 699-7555 Facsimile

Attorneys for Plaintiff Global Experience Specialists, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

CASE NO.: A-17-750273-B

DEPT. NO.: XIII

**NOTICE OF ENTRY OF FINDINGS OF
FACT, CONCLUSIONS OF LAW, AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
INJUNCTION**

GLOBAL EXPERIENCE SPECIALISTS,
INC.,

Plaintiff,

vs.

LONDON SHORES,

Defendants,

PLEASE TAKE NOTICE that the Findings of Fact, Conclusions of Law, and Order Granting Plaintiff's Motion for Preliminary Injunction was entered in the above-captioned matter on the 23rd day of March, 2017, a copy of which is attached hereto.

DATED this 24th day of March, 2017.

JOLLEY URGA WOODBURY & LITTLE

By: 

William R. Urga, Esq.
David J. Malley, Esq.
330 S. Rampart Blvd., Suite 380
Las Vegas, Nevada 89145
Attorneys for Plaintiff

JOLLEY URGA | attorneys
WOODBURY & LITTLE | at law
330 S. RAMPART BLVD., SUITE 380, LAS VEGAS, NV 89145
TELEPHONE: (702) 699-7500 FAX: (702) 699-7555

JOLLEY URGALITTLE
attorneys at law
330 S. RAMPART BLVD., SUITE 380, LAS VEGAS, NV 89145
TELEPHONE: (702) 699-7500 FAX: (702) 699-7555

CERTIFICATE OF SERVICE

I hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is Jolley Urga Woodbury & Little, 330 S. Rampart Blvd., Ste. 380, Las Vegas, Nevada 89145.

On the 24th day of March, 2017, I served the foregoing Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Plaintiff's Motion for Preliminary Injunction in this action or proceeding electronically with the Clerk of the Court via the Odyssey E-File and Serve System, which will cause this document to be served upon the following counsel of record:

Mark M. Jones, Esq.
David T. Blake, Esq.
Kemp Jones & Coulthard, LLP
3800 Howard Hughes Pkwy., 17th Floor
Las Vegas, NV 89169
Attorneys for Defendant

I certify under penalty of perjury that the foregoing is true and correct, and that I executed this Certificate of Service on March 24th, 2017 at Las Vegas, Nevada.


An Employee of JOLLEY URGALITTLE
& LITTLE


CLERK OF THE COURT

FFCO
William R. Urga, Esq.
Nevada Bar No. 1195
David J. Malley, Esq.
Nevada Bar No. 8171
Email: djm@juwww.com
JOLLEY URGa WOODBURY & LITTLE
330 S. Rampart Blvd., Ste. 380
Las Vegas, Nevada 89145
(702) 699-7500 Telephone
(702) 699-7555 Facsimile

Attorneys for Plaintiff Global Experience Specialists, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA

CASE NO.: A-17-750273-B

DEPT. NO.: XIII

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY INJUNCTION**

Date: March 6, 2017
Time: 9:00 a.m.

GLOBAL EXPERIENCE SPECIALISTS,
INC.,

Plaintiff,

vs.

LONDON SHORES,

Defendants,

The matter of Global Experience Specialists, Inc.'s Motion for Preliminary Injunction (the "Motion") came before the Court on March 6, 2017. William R. Urga, Esq. and David J. Malley, Esq. from Jolley Urga Woodbury & Little appeared on behalf of Plaintiff Global Experience Specialists, Inc. ("GES") and Mark M. Jones, Esq. from Kemp, Jones & Coulthard, LLP appeared on behalf of Defendant Landon Shores ("Shores"). The Court, having considered the pleadings and papers on file herein, having received evidence in the form of documents and the declarations of Thomas Page, Landon Shores, Jon Massimino, and David Malley, and having heard the arguments of counsel, now enters its ^{preliminary} Findings of Fact and Conclusions of Law as follows:

JOLLEY URGa WOODBURY & LITTLE
attorneys at law
330 S. RAMPART BLVD., SUITE 380, LAS VEGAS, NV 89145
TELEPHONE: (702) 699-7500 FAX: (702) 699-7555

RECEIVED

MAR 17 2017

DISTRICT COURT DEPT# 13

I.

PRELIMINARY FINDINGS OF FACT

1. GES is engaged in the business of, among other things, designing, fabricating, and installing trade show exhibits for customers' use at trade shows, conventions, exhibits, and other venues, as well as contracting with trade show organizers to provide load-in/load-out services, and convention area preparation and set-up.

2. Shores became employed with GES in June 2013 as a Sales Associate. On September 27, 2013, following his probationary period, Shores executed a document entitled "Confidentiality and Non-Competition Agreement." Among other things, by entering into that agreement Shores agreed that for twelve months following the termination of his employment with GES, he would not compete against GES by performing any services on his own behalf or on the behalf of any third party that are competitive with and/or similar to the services that he performed for GES.

3. Shores was subsequently promoted to Sales Manager and, in September 2016, was given an increase in salary. In connection with the increase in salary, Shores signed a superseding Confidentiality and Non-Competition Agreement (the "Agreement") on or about September 12, 2016.

4. In the Agreement, Shores agreed to the following restrictive covenant:

A. Limited Restriction on Specific Competitive Employment. For a period of twelve (12) months following the date of termination of Employee's employment with the Company, whether terminated voluntarily or involuntarily, whether with or without cause, and whether or not Employee has or alleges to have a claim against the Company, Employee agrees that he/she will not directly or indirectly compete against the Company, whether as an employee, consultant, or otherwise, by performing services on his/her own behalf and/or on the behalf of any third party that are competitive with and/or similar to the services that Employee performed for the Company during the last twelve (12) months of his/her employment with the Company. Without limiting the foregoing, this restriction also applies to those parent companies, affiliates, and subsidiaries of the Company's competitors, including any successors or assigns whether now owned or purchased as a result of a stock and/or asset purchase, and/or acquired via merger or any other means during the term of this Agreement.

Employee recognizes and acknowledges that the Company conducts its business on an international basis and has customer

and vendor accounts throughout the United States in which Employee will be involved. Therefore, Employee agrees that a geographical restriction on competitive employment in the United States, based on Employee's relationship and interaction with Company's clients on a national scale, Employee's involvement in show and exhibit planning for Company's clients, Employee's responsibility for financial and accounting analysis for client and show operations, Employee's access to the contract, contact, show and event planning, and financial information of the Company's clients, as well as Employee's access to the Company's Proprietary Information, Confidential Records, and Trade Secrets regarding the foregoing, is reasonable and necessary to protect the Company's legitimate business interests.

5. By executing the Agreement, Shores further agreed that during his employment and for a period of 12 months thereafter he would not solicit or accept business from or perform services for any of GES's customers. Shores also agreed that GES would be entitled to injunctive relief to enjoin any violation of the Agreement.

6. Shores acknowledged his non-compete obligation in other ways as well. For example, as an employee of GES, Shores participated in GES' Exhibition Sales Incentive Plan, which provided financial incentives to Shores for meeting certain sales measures. In connection with that Exhibition Sales Incentive Plan, Shores signed the 2016 Exhibition Sales Incentive Plan Participation Acknowledgement, which requires forfeiture and/or repayment of awards in the event Shores engages in competitive activities within 12 months following the termination of his employment.

7. In addition to containing provisions to protect GES' sensitive business information, GES requested that Shores execute the Agreement in order to provide GES with the ability to maintain its business following the termination of his employment. Those employees are often the face of GES to its clients. By limiting Shores' ability to compete with GES and do business with its customers for one year, GES can use that time to secure, strengthen, and maintain its relationships with the customers who previously worked with Shores.

8. Shores' duties as Sales Manager for GES included securing trade show sales and services; representing GES to trade show management, exhibitors, association executives, convention managers, convention bureau staff, hotels and conference centers and subcontractors to create goodwill and secure business; seeking new business from meeting venues, hotels, associations, and companies with trade show events; coordinating with others at GES for all

1 phases of pre-show, on-site, and post-show project management; preparing responses to requests
2 for proposals; developing presentation materials for presentation to current and potential clients;
3 and negotiating contracts. Shores' responsibilities included being present on the floor during
4 events and interacting with both event organizers and exhibitors to ensure that GES met client
5 needs and expectations.

6 9. On or around December 8, 2016, Freeman Expositions, Inc. ("Freeman") offered
7 Shores a position as Senior Business Development Manager, which Shores accepted on or
8 around December 20, 2016. Shores notified GES of his decision to accept employment with
9 Freeman on or around January 6, 2017. After Shores notified GES of his decision to terminate
10 his employment, Thomas Page, GES' Director of Sales, Las Vegas, discussed Shores' non-
11 compete obligations with him, and Shores acknowledged that he signed the Agreement and that
12 it contained a non-compete provision, but felt that the Agreement was not applicable because he
13 was going to be working for Freeman in California rather than Nevada.

14 10. The work Shores performs for Freeman as Senior Business Development
15 Manager is similar to and competitive with the work Shores performed for GES. Although
16 Shores submitted a declaration stating that he was not soliciting GES' customers on behalf of
17 Freeman or disclosing GES' confidential information to Freeman, there is no doubt that the
18 services he performs on behalf of Freeman are the same as those he provided on behalf of GES.
19 For example, Shores' declaration confirms that when employed for GES, he would obtain
20 publicly available information from the Las Vegas Convention and Visitors Authority about
21 events in Las Vegas, and would then make introductions to show organizers and thereafter
22 actively engage the potential client. Shores does the exact same thing on behalf of Freeman,
23 except that he uses information from the Los Angeles Convention and Exhibition Center
24 Authority instead.

25 11. GES operates on both an international and national basis. In fact, in his
26 Declaration, Shores affirmed that while employed with GES, he had sales with clients for trade
27 shows at various locations throughout the United States, include Orlando, Chicago, Baltimore,
28 Washington, D.C., San Diego, and Las Vegas. Similarly, GES presented evidence that it

operates on a national scale, including evidence that between December 2015 and March 2017, GES operated in at least 33 states, plus Washington, D.C. and Puerto Rico, and in 119 different cities. During that same time GES operated at 280 events in California, with at least 18 in Anaheim where Shores presently works for Freeman.

12. Based on Shores' conduct in knowingly and intentionally performing services for Freeman that are similar to and competitive with the services he performed for GES, GES has shown ^{a reasonable likelihood of success on the merits of} ~~that it is likely to succeed~~ on its claim for breach of the Agreement.

13. Should any Finding of Fact be more properly a Conclusion of Law, it shall be deemed to be a Conclusion of Law.

II.

^{2 preliminary} CONCLUSIONS OF LAW

Based on the Findings of Fact as set forth above, the Court enters the following Conclusions of Law:

14. With respect to the Agreement, GES has asserted claims for breach of contract, breach of the covenant of good faith and fair dealing, and injunctive relief.

15. The relief sought by way of the present motion is an injunction to prevent Shores from soliciting or doing business with any clients of GES and from performing any services on his own behalf or on behalf of any third party that would be similar to and/or competitive with the services he performed for GES.

16. The Agreement is governed by Nevada law. Under NRS 613.200(4), non-compete covenants such as the one contained in the Agreement are permissible in Nevada if the agreement is supported by valuable consideration and reasonable in scope and duration.

17. Injunctive relief is available to prevent irreparable injury to a business or proprietary interest. *See Sobol v. Capital Management Consultants, Inc.*, 102 Nev. 444, 446, 726 P.2d 335, 337 (1986).

18. To obtain a preliminary injunction, an application must show "a likelihood of success on the merits and a reasonable probability that the non-moving party's conduct, if allowed to continue, will cause irreparable harm for which compensatory damage is an

1 inadequate remedy.” *Dangberg Holdings Nevada, L.L.C. v. Douglas County*, 115 Nev. 129,
2 142, 978 P.2d 311, 319 (1999).

3 19. In Nevada, a restraint of trade such as the one contained in the Agreement is
4 reasonable if it is no greater than what is required for the protection of the person for whose
5 benefit the restraint is imposed. *Hansen v. Edwards*, 83 Nev. 189, 191-92 426 P.2d 792 (1967).
6 Further, while competition should not be unreasonably limited, the public “has an interest in
7 protecting the freedom of persons to contract, and in enforcing contractual rights and
8 obligations.” *Id.* at 192.

9 20. In Nevada, the factors to be examined when analyzing whether a restraint of trade
10 is reasonable are the duration, geographic scope, and scope of conduct sought to be restrained.
11 *Golden Rd. Motor Inn, Inc. v. Islam*, 132 Nev. Adv. Op. 49, 376 P.3d 151 (2016).

12 21. The facts identified above show that GES has a likelihood of success on the
13 merits of its claims. Shores did not dispute that he signed the Agreement, that the duration of the
14 Agreement is reasonable, that the scope of the prohibited competitive conduct is reasonable, that
15 he was aware of the Agreement and its covenants when he accepted employment with Freeman,
16 or that the services he provides in his employment with Freeman are competitive with and
17 similar to those he provided to GES.

18 22. The nationwide geographic scope of the covenant not to compete contained in the
19 Agreement is also reasonable. The Court disagrees with Shores that a nationwide restriction on
20 employment is unreasonable as a matter of law. Rather, a nationwide restriction is reasonable if
21 it is justified by the nationwide nature of the employer’s business. *See Marshall v. Gore*, 506
22 So. 2d 91 (Fla. Dist. Ct. App. 1987) (“The evidence is sufficient to warrant the nationwide scope
23 since appellee had sold forty-two software programs to dairies in Pennsylvania, Iowa,
24 Wisconsin, Ohio, Vermont, Missouri and Oregon. It also advertised in a nationwide dairy
25 publication.”); *Aspen Mktg. Servs., Inc. v. Russell*, No. 09 C 2864, 2009 WL 4674061 (N.D. Ill.
26 Dec. 3, 2009) (“Accepting these allegations as true [that plaintiff developed exhibits and displays
27 that toured events in approximately 40 states], the court finds that the [nationwide] geographic
28 limitation in plaintiff’s noncompete restrictive covenant is not *per se* unreasonable because

1 plaintiff's mobile and interactive exhibits are displayed throughout the county."); *Gorman Pub.*
2 *Co. v. Stillman*, 516 F. Supp. 98, 104 (N.D. Ill. 1980) ("[T]he fact that the covenant applied
3 nationwide was justified by the nationwide nature of Gorman's business."); *Superior Consulting*
4 *Co. v. Walling*, 851 F. Supp. 839, 847 (E.D. Mich. 1994) ("SCC does business in forty-three
5 states and a number of foreign nations. The unlimited geographic scope of the non-competition
6 provision here was therefore not unreasonable."); *Convergys Corp. v. Wellman*, No. 1:07-CV-
7 509, 2007 WL 4248202, at *7 (S.D. Ohio Nov. 30, 2007) (concluding a geographically
8 restrictive covenant that included the United States, Canada, the Philippines, India, the United
9 Kingdom, and Europe to be reasonable given the nearly global scope of the employers'
10 operations); *Scholastic Funding Grp., LLC v. Kimble*, No. CIV A 07-557 JLL, 2007 WL
11 1231795, at *5 (D.N.J. Apr. 24, 2007) ("[T]he Court does not find the lack of geographic
12 limitation on the Non-Compete Provision unreasonable. Since the telemarketing industry is
13 broad-ranging in its scope by the nature of its business (placing nationwide telephone calls), the
14 geographic scope of the covenant, or lack thereof, is likely a reasonable restriction."), *W. Publ'g*
15 *Corp. v. Stanley*, No. CIV. 03-5832 (JRT/FLN, 2004 WL 73590, at *10 (D. Minn. Jan. 7, 2004)
16 ("Although there is no geographic limitation on the [non-compete] provision, this is nonetheless
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18 *Chem. Co. v. Harris*, 586 F. Supp. 704, 710 (E.D. Mo. 1984) ("There is no requirement that a
19 restrictive covenant have some geographic limit to be valid. The requirement is that the
20 geographic scope be reasonable. In this case, worldwide application of the restrictive covenant is
21 necessary to protect Sigma's interests.").

22 23. Here, a nationwide restriction is reasonable based on the nationwide nature of
23 GES' business, as well as the work Shores performed for GES with respect to events at locations
24 across the country.

25 24. GES also demonstrated that it will suffer irreparable harm due to Shores'
26 competitive conduct. "[A]cts committed without just cause which unreasonably interfere with a
27 business or destroy its credit or profits, may do an irreparable injury and thus authorize issuance
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1 of an injunction. *Sobol v. Capital Mgmt. Consultants, Inc.*, 102 Nev. 444, 446, 726 P.2d 335,
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6 ~~favor.”~~ *Rent-A-Center, Inc. v. Canyon Television and Appliance Rental, Inc.*, 944 F.2d 597, 602
7 (1991). “[I]ntangible injuries, such as damage to ongoing recruitment efforts and goodwill,
8 qualify as irreparable harm.” *Id.* at 603. ^{reasonable}

9 26. As stated above, GES has shown a likelihood of success on the merits. ~~Therefore,~~
10 it need only show the possibility of irreparable injury. Shores does not dispute that he is actively
11 marketing to customers in competition with GES. The fact that he may not be soliciting GES’
12 customers is of no moment. As recently as December 2016, Shores was working and marketing
13 on behalf of GES. Within a month of terminating his employment with GES, Shores was
14 performing those same tasks on behalf of Freeman. Customers and potential customers build
15 relationships with GES through salespeople such as Shores. Shores obtains an unfair advantage,
16 and GES suffers a corresponding unfair disadvantage, when Shores takes advantage of those
17 relationships and associated goodwill on behalf of a third party in competition with GES.

18 27. Additionally, ~~GES satisfied its burden under the second portion of Rent-A-~~
19 ~~Center’s analysis because~~ serious questions are raised ^{if} by Shores’ ^{is} knowing and intentionally
20 ^{acceptance of} competing employment in violation of the Agreement and the balance of hardships
21 tips in GES’ favor. The injunctive relief GES seeks, and which the Court enters herein, does not
22 prevent Shores from working, nor does it prevent him from working for Freeman in a non-
23 competitive capacity as further described below. Any hardship Shores may experience by being
24 enjoined from working in his current capacity for Freeman is not undue. ^{cf.} *See Basicomputer*
25 *Corp. v. Scott*, 791 F. Supp. 1280, 1289 (N.D. Ohio 1991) (recognizing that the test requires
26 more than “just some hardship”, and holding that the test is whether the restriction is unduly
27 harsh, which “requires excessive severity.”).

29. Should any Conclusion of Law be more properly a Finding of Fact, it shall be deemed to be a Finding of Fact.

29. Should any Conclusion of Law be more properly a Finding of Fact, it shall be deemed to be a Finding of Fact.

ORDER

IT IS HEREBY ORDERED that GES' Motion for Preliminary Injunction be and hereby is granted; and

IT IS FURTHER ORDERED that Shores shall be and hereby is restrained, enjoined, and prohibited from soliciting or doing business with any person or entity that was a client of GES during the twelve month period preceding termination of Shores' employment with GES; and

IT IS FURTHER ORDERED that Shores be and hereby is restrained, enjoined, and prohibited from performing services on his own behalf and/or on the behalf of any third party (including but not limited to Freeman) that are competitive with and/or similar to the services he performed for GES, including without limitation performing the following services, regardless of the title or designation of employment: securing trade show sales and services; representing himself or any third party to trade show management, exhibitors, association executives, convention managers, convention bureau staff, hotels and conference centers and subcontractors to create goodwill and secure business; seeking new business from meeting venues, hotels, associations, and companies with trade show events; coordinating with others for all phases of pre-show, on-site, and post-show project management; preparing responses to requests for proposals; developing presentation materials for presentation to current and potential clients; and negotiating contracts.

1 IT IS FURTHER ORDERED that this injunction shall be in effect for a twelve month
2 period beginning January 1, 2017; and

3 IT IS FURTHER ORDERED that this Preliminary Injunction shall be effective
4 immediately upon the posting of a bond or security in the amount of \$100,000 for the payment of
5 such costs or damages of a party improperly enjoined or restrained.

6 DATED this 22nd day of March, 2017.

7
8
9 
DISTRICT COURT JUDGE

10 Submitted by:

11 JOLLEY URGALAW WOODBURY & LITTLE

12
13 By: 

14 WILLIAM R. URGALAW, ESQ. #1195
15 DAVID J. MALLEY, ESQ. #8171
16 330 S. Rampart Blvd., Suite 380
17 Las Vegas, NV 89145
18 Attorneys for Plaintiff

Approved as to form and content:

KEMP, JONES & COULTHARD, LLP

By: _____

14 MARK M. JONES, ESQ. #267
15 DAVID T. BLAKE, ESQ. # 11059
16 3800 Howard Hughes Pkwy., 17th Floor
17 Las Vegas, NV 89169
18 Attorneys for Defendant

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

March 06, 2017

A-17-750273-B	Global Experience Specialists Inc, Plaintiff(s) vs. Landon Shores, Defendant(s)
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March 06, 2017	9:00 AM	Motion for Preliminary Injunction
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HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 03D

COURT CLERK: Marwanda Knight

RECORDER: Martha Szramek

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- William Urga, Esq. and David Malley, Esq., appeared on behalf of Pltf
Mark Jones, Esq., appeared on behalf of Deft.

In support of the Motion, Mr. Malley argued that Mr. Shores was a sales manager at Global Experience Specialists Inc (GES) that he signed two express Non-Compete Agreements and is now providing the same or similar services at Freeman Expositions, Inc., a competitor.

On behalf of Mr. Shores, Mr. Jones advised that in California the Deft's new employer, Freeman Expositions, Inc., has filed an action to enjoin the enforcement of the non-compete agreement. Mr. Jones requested the Court delay ruling until a week from now and allow Defts to provide an update. Further, Mr. Jones argued GES bears the burden of proof and did not attach any evidence in its Motion as to why the national presence is important to them.

After hearing the argument of counsel, COURT ORDERED, Motion GRANTED to the extent Mr. Shores cannot be the sales manager and cannot do what he was doing at Global Experience Specialists Inc; the twelve (12) month period started January 1, 2017; and the bond is SET at \$100,000.00.

Court directed Pltf's counsel to submit a proposed order that is specific as to what Deft cannot do relative to the managerial competitive aspects, noting Mr. Shores can still work for the Freeman Company.



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

MARK M. JONES, ESQ.
3800 HOWARD HUGHES PKWY, 17TH FL
LAS VEGAS, NV 89169

DATE: March 28, 2017
CASE: A-17-750273-B

RE CASE: GLOBAL EXPERIENCE SPECIALISTS, INC. vs. LANDON SHORES

NOTICE OF APPEAL FILED: March 24, 2017

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS NOT TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

****Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.**

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION; NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

GLOBAL EXPERIENCE SPECIALISTS, INC.,

Plaintiff(s),

vs.

LANDON SHORES,

Defendant(s),

Case No: A-17-750273-B

Dept No: XIII

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 28 day of March 2017.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk

