

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

GLOBAL EXPERIENCE	.	CASE NO. A-17-750273-B
SPECIALISTS, INC.,	.	
	.	DEPT. NO. XIII
Plaintiff,	.	
vs.	.	
	.	
LANDON SHORES,	.	TRANSCRIPT OF
	.	PROCEEDINGS
Defendant.	.	
.	

BEFORE THE HONORABLE MARK R. DENTON, DISTRICT COURT JUDGE

**DEFENDANT'S MOTION TO STAY ENFORCEMENT OF PRELIMINARY
INJUNCTION PENDING APPEAL ON ORDER SHORTENING TIME**

THURSDAY, MARCH 30, 2017

APPEARANCES:

FOR THE PLAINTIFF: DAVID J. MALLEY, ESQ.

FOR THE DEFENDANT: MARK M. JONES, ESQ.

COURT RECORDER:

MARTHA SZRAMEK
District Court

TRANSCRIPTION BY:

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1 LAS VEGAS, NEVADA, THURSDAY, MARCH 30, 2017, 9:06 A.M.

2 MR. JONES: Good morning, Your Honor. Mark Jones on
3 behalf of Mr. Shores.

4 MR. MALLEY: Good morning, Your Honor. David Malley
5 on behalf of plaintiff, GES.

6 THE COURT: Okay. It's Defendant's Motion to Stay
7 Enforcement of Preliminary Injunction Pending Appeal.

8 MR. JONES: Thank you, Your Honor. If I may, I'd
9 like to address the Opposition and hit the highlights of the
10 four factors the Court must consider in deciding to grant or
11 deny a Motion to Stay Enforcement of Preliminary Injunction.

12 I first would like to point out to Your Honor the --
13 draw your attention to the point that under the Mikohn Gaming
14 Corp. case, when one or two factors are especially strong and
15 they may counterbalance the weak factors.

16 So to the extent that you find any of the four
17 factors and -- that are weaker to our position, please keep
18 that in mind as to the strength of the other factors.

19 The first factor hitting the highlights, Your Honor,
20 is likelihood of prevailing on the merits of the appeal, and
21 we would just want to hit a few things. We would submit that
22 a Court cannot enforce an overbroad noncompete restriction
23 even if it would be reasonable to enforce the clause as
24 applied to the facts before the Court, and that's what we get
25 from the Golden Road case.

1 In other words, if Mr. Shores would have left GES's
2 employment and decided to work in Las Vegas, right here, and
3 compete against him, or whether Mr. Shores decided to move to
4 Connecticut or New Mexico or Idaho, or any of the other 14
5 states where GES has shown that it does absolutely no business
6 and has no presence at that point at all. Or whether he moved
7 to California 270 miles from here in a new territory to do new
8 work, which is what had happened here, at least for now.

9 If the restriction is overbroad in geographical
10 scope, it's simply unenforceable. And that's what we
11 submitted, at least to Your Honor, is under Nevada law is, and
12 that's what Nevada law provides.

13 The subject of noncompete also covers territory in
14 which GES has no presence, another reason we would submit on
15 appeal and we're likely to prevail, and the Camco case is
16 illustrative there and signifies that you have to establish
17 customer contacts and goodwill in the full territory covered
18 by the noncompete clause.

19 And that here is the entire 50 United States. And
20 it doesn't allow for imprecision or extrapolation. It's
21 either valid or it is not. And here, if the Court considers
22 -- we're not aware of a Nevada case, Your Honor, that goes
23 beyond the scope of 50 miles for new territory, which is Camco
24 or --

25 THE COURT: Doesn't the nature of the industry come

1 into play?

2 MR. JONES: You know, you had mentioned that the
3 last time, the nature of the industry. It does not, we
4 believe. Sincerely, we believe that it does not. If -- well,
5 to this extent it does. Let's take an example. Microsoft.
6 Everybody knows as a matter of -- everybody knows that
7 Microsoft has a presence. It's got customer contacts and
8 goodwill in 50 states.

9 This -- the Nevada law, we would submit, is clear.
10 And I know, you know, we -- I know where we stand on this
11 Motion to Stay, or certainly on the preliminary injunction.
12 But we would submit that Nevada law is clear, that you have to
13 -- if you're trying to protect a legitimate business interest,
14 if you're trying to tell Mr. Shores, you can't work anywhere
15 in the entire United States; but why? Why can't he work in
16 the 17 states where you have zero presence? Why can't he work
17 in the other 16 states where they have minimal presence?

18 But again, the law says it doesn't -- it's black or
19 white. If the agreement -- and again, Golden Road says that.
20 If the agreement is overbroad in geographical scope or some
21 other scope, as it was in the Golden Road case, it's over.

22 You can't blue pencil, you can't reform, you can't
23 decide well, let's just narrow it down to California. We
24 think, Your Honor, that's what Nevada law says, and that's why
25 we're going to prevail on the merits.

1 So here, again, no presence except --

2 THE COURT: This -- this aspect of the factors is
3 essentially asking the Court to reconsider something that I
4 found that the plaintiff was likely to prevail on the merits,
5 right? So --

6 MR. JONES: I --

7 THE COURT: -- it's -- basically is seeking a
8 reconsideration on that point, right?

9 MR. JONES: Well, I -- not necessarily. We're
10 trying to submit that this --

11 THE COURT: All right.

12 MR. JONES: -- is not a reconsideration motion. We
13 already --

14 THE COURT: No, I understand that. But, I mean --

15 MR. JONES: -- (inaudible). Yeah.

16 THE COURT: -- that factor really goes to something
17 that I've already found reasonable likelihood of success on
18 merits from the standpoint of the plaintiff so.

19 MR. JONES: I -- Your Honor, and you know how long
20 I've been before the Court. Tremendous --

21 THE COURT: Right.

22 MR. JONES: -- with all due respect, we think it
23 was --

24 THE COURT: No, I understand.

25 MR. JONES: -- completely wrong.

1 THE COURT: And I appreciate that.

2 MR. JONES: Okay. So -- and we do too, and that was
3 your ruling, and we understand that. But we think that's why
4 we are going to prevail on the merits, because the Nevada
5 Supreme Court is going to follow its -- its clear, we would
6 submit, precedent on this point. And it's black or white, and
7 it's just not -- it's not a valid noncompete.

8 THE COURT: Okay.

9 MR. JONES: They cannot protect the whole 50 states.

10 A few other things. While we think invalid on its
11 face for that reason, that's in and of itself enough, there's
12 -- there is -- there are other reasons why Mr. Shores, we
13 think, will prevail on appeal. Specifically, he did not
14 develop clients in the Los Angeles/Anaheim area where he --
15 where he -- where moved for GES. So there's no need for GES
16 to strengthen its relationships in Nevada, in the Las Vegas
17 market, as they've indicated they needed to do.

18 We need a time period to strengthen our
19 relationships after he left. Well, why? He's down in a new
20 market in California. There's no relation with the market in
21 Nevada here. So enforcing the noncompete against Shores does
22 not further any legitimate business interest of GES.

23 THE COURT: This's one of the questions I have.

24 MR. JONES: Yes, sir.

25 THE COURT: What's been the enforcement up to date?

1 What's your understanding of what's happened relative to this
2 injunction?

3 MR. JONES: Well, what happened, you mean after your
4 order?

5 THE COURT: As I recall, there was some discussion
6 the last time about there's -- being something pending in the
7 United States District Court --

8 MR. JONES: Oh, oh, yes, sir.

9 THE COURT: -- and in California. And also, I'm
10 interested to know what -- if the injunction remains in
11 effect, what enforcement's being done at this point?

12 MR. JONES: Yes, sir. To answer the first part of
13 your question, it is my understanding that the California, it
14 was removed to federal court down there in the Anaheim area.
15 Pardon me. And that the Court -- I may have denied the
16 injunction or the -- yeah, the injunction that --

17 THE COURT: In that case, your client was -- or the
18 company employing your client was the plaintiff, right?

19 MR. JONES: Thank you. Yes, Your Honor.

20 THE COURT: That is right?

21 MR. JONES: The Freeman Company.

22 THE COURT: Right.

23 MR. JONES: That they denied Freeman's injunction,
24 but they invited Freeman to file a Motion for Summary
25 Judgment, because -- they invited it to file a Motion for

1 Summary Judgment intimating that Freeman was going to win.
2 They just didn't feel the standard for injunction.

3 So -- so, I believe, that that is now being briefed.

4 THE COURT: I see.

5 MR. JONES: Now, to answer the second part of your
6 question, we arguably, the injunction is not in -- even in
7 force and effect until, I think, ten days after the -- after
8 the notice of entry of the order. We in the normal course --

9 THE COURT: I'm not sure that applies to
10 injunctions.

11 MR. JONES: Well, and, okay --

12 THE COURT: Yeah.

13 MR. JONES: -- it -- and --

14 THE COURT: The automatic stay you're talking --

15 MR. JONES: if that's your --

16 THE COURT: -- about. Automatic stay?

17 MR. JONES: Got it, yeah. Well, if that's your --
18 and if that's your understanding, what we have done is of
19 course the minute you had ordered, within an hour, I'm calling
20 -- I called the client. I mean, as soon as we got out of the
21 hearing, and I said, look, we're acting as if this is in force
22 in effect.

23 THE COURT: Okay.

24 MR. JONES: So that is the case.

25 THE COURT: And my recollection is, you indicated

1 last time that your client wasn't doing anything that would be
2 violative of what it is the plaintiff was contending anyway,
3 right?

4 MR. JONES: You know, and that's a point of -- thank
5 you for asking, Your Honor, because that's a big point of
6 clarification reviewing the transcript. It's really not
7 exactly what the situation is. What we had indicated was
8 Mr. Shores is in a new market. He is not soliciting any of
9 the old clients. It's not trying to get into the old clients.

10 He's basically doing new business in California to
11 compete, okay, with GES, who also has a presence down in
12 California. So you -- I think you took that to mean that,
13 hey, he's not competing at all, so what's the harm?

14 But, in fact, the effect of the injunction is, and
15 the effect of their provision, their unreasonable and invalid
16 provision in the Noncompete Agreement was, you can't do
17 anything to compete with GES in any -- you can work as a
18 janitor, for instance -- and I was going to address that in a
19 minute, if you wanted to. But that's not what he was hired
20 for. That's what he -- and I'm going to go through that in
21 just a minute.

22 So the affect against him is extremely draconian.
23 It's -- and again, we would go back to the fact that -- the
24 original point that if the injunction is -- clause is invalid,
25 it's invalid. He could do -- he could work here, if he wanted

1 to, and he could completely directly compete, again, as Golden
2 Road says.

3 If I may then continue, Your Honor?

4 THE COURT: Yes.

5 MR. JONES: Thank you. So, on their counter
6 arguments, they -- in the Opposition, they basically ignore, I
7 think they ignore the substance of each of our arguments and
8 don't -- really don't refute them. They haven't refuted the
9 gist of our -- of the Nevada Supreme Court precedent, which
10 we've cited. Basically, what they've said is -- they
11 primarily argue that a standard of review will be an abuse of
12 discretion, and we haven't shown how the Court abused its
13 discretion.

14 Our response to that, Your Honor, was we didn't get
15 an -- a chance to file a Reply Brief. Is it even on a review
16 of preliminary injunction? The questions of law are review de
17 novo. They even cited that in the quote in their -- in their
18 Opposition.

19 Findings of Fact are reviewed for clear error. And
20 here, we're not relying on disputed evidence for our
21 arguments. We're not -- we're relying upon their evidence to
22 show that they do not have a national presence, period, end of
23 story. And I'd also point out on that, that the central
24 conclusion of which -- of which we disagree, that noncompete
25 overbreadth provision, is found within the conclusions of law,

1 and that's a -- that's a legal point.

2 They also argue that -- they argue that we argue
3 that they must provide reasonable evidence or evidence that it
4 operated in every county, city, town and state in the U.S. to
5 enforce its agreement, and they say there's no precedent for
6 that. In fact, in response, this is inferred in the Camco
7 rule. And to the extent --

8 THE COURT: So you're saying that to have a national
9 presence, you have to be present in every state?

10 MR. JONES: Absolutely. Absolutely. Any part --

11 THE COURT: You can't have a -- you can't have a
12 presence like regionally or something like that where you are
13 there and will do business in other states if the opportunity
14 comes up or something like that?

15 MR. JONES: The Camco rule basically that says that
16 in any territory that you're trying to enforce your
17 restrictive covenant, you have to show that you have
18 established customer contacts and goodwill. They did not do
19 that. It's the evidence, their evidence.

20 And to the extent that Your Honor may say -- because
21 again, we're talking -- I -- we don't know that Nevada's
22 actually ever considered in the Supreme Court a 50 state,
23 restrictive for the whole state. But if you're also
24 considering that oh, well, maybe it's too much to say every
25 town and state and county, well, certainly on a state-by-state

1 basis.

2 That is a -- you know, 17 states, no presence
3 whatsoever? That is -- that is -- that's over a third of the
4 United States. How can they say that this entire territory is
5 necessary to them to protect their legitimate business
6 interests? They don't have any interests in those states or
7 the other 16, as we would submit.

8 They further argue that we impose a greater burden
9 on the preliminary injunction standard requiring GES must
10 demonstrate a certainty of success on the merits. We never --
11 we don't argue that. We're not arguing that. But we are
12 arguing that it's a virtual certainty from our position that
13 they cannot prevail on the merits because the noncompete
14 clause is unenforceable for all the reasons I've already given
15 you.

16 Next factor, GES will -- whether GES will suffer
17 irreparable injury if the stay is granted and has failed to --
18 and whether its failed to prove any irreparable harm. Your
19 Honor, they rely upon, you found that there was irreparable
20 harm. We cited to the Gilmore case that says you can't
21 presume irreparable harm. We don't think they went any
22 further. We don't think there's any evidence of irreparable
23 harm, and especially that -- because they haven't refuted our
24 point that he did not develop customers for GES in the Los
25 Angeles/Anaheim area. And that where he's gone.

1 So, we don't -- and there's no irreparable harm --
2 they can't say that they will suffer any if there's a 50 state
3 restriction, their territory, if that's not enforced. How are
4 they going to suffer irreparable harm if they're not -- he's
5 able to work in the 50 states? It's just a bad clause. So
6 that's our position on that, Your Honor.

7 A couple other -- two other factors. Number three,
8 a refusal of the stay of the preliminary injunction will
9 irreparably harm Mr. Shores. Our position is he's going to be
10 forced to comply with a noncompete restriction that's
11 unenforceable for its entire 12-month period.

12 And if he prevails, it's a timing issue. If he
13 prevails on the appeal, we think that the victory's going to
14 be meaningless because, honestly, based upon our understanding
15 of the Supreme Court, and its timing, the 12-month restrictive
16 period is going to lapse before they ever make a decision. So
17 that's -- that's our position there.

18 They also argue, well, hey, we've got a bond posted.
19 He's got a hundred thousand dollar bond that he can tap if
20 he's wrongfully enjoined. He's protected. Our position on
21 the bond is that's -- that's for -- that would be compensatory
22 damages. This has nothing to do with the irreparable harm
23 that he's going to suffer by not being -- having a restraint
24 on his trade.

25 And there is an opportunity cost lost, as he's not

1 developing relationships, he's not practicing his skills. And
2 I think there's a good analogy to be made. If a lawyer did
3 not practice law for a year -- because this is a very
4 specialized thing -- his book of business for the following
5 year would be much different because of his inactivity for
6 that year. We would submit that, and it's a similar thing
7 here because it's in the sales area.

8 They also cite to Basic Computer Corp. an outside --
9 an Ohio case, to argue that well, yeah, there can be a burden
10 on him, but it's not unduly harsh. It's not an unduly harsh
11 burden, and that's what it's got to be.

12 Again, as with all of the other cases that are on
13 point in this area, they don't like Nevada law, so they go
14 outside of two other states. So they're citing this Ohio
15 case. This is not Nevada law. It doesn't change the fact
16 that he's being restrained in his trade.

17 And I would submit to Your Honor that the harm is
18 obviously significant enough that the standard in Nevada is
19 that the Court strictly scrutinize these restraints. This is
20 not something that's favored, these provisions.

21 Furthermore, he is restrained -- excuse me, he's
22 restrained from, or not qualified to really do any other work
23 for Freeman. He's taken a look at that. I'll represent the
24 Court there's about 13 different things that they draw
25 restrictions. It's got to be exactly the same as theirs, or

1 very much the same as theirs.

2 And he's either not certified or has a qualified --
3 it's just, there's really nothing he can do there. Okay, two
4 more, Your Honor. Object of the appeal will be defeated
5 absent the stay. Again, the timing issue, I already raised
6 that. It's likely there's not going to be a decision. If the
7 stay is not entered, then he's going to be -- they're going to
8 get the benefit of this for the entire period.

9 And they also say that the preliminary injunction
10 will be defeated if the stay is granted for them. But this
11 isn't the legal standard and it's a red herring and totally
12 irrelevant, we would submit.

13 Finally, Your Honor, on a bond issue, what we'd be
14 asking for. We'd like to point out to the Court that if a
15 stay is granted, we think, first of all, it's going up. It's
16 on the right side of -- well, it's -- the hundred thousand
17 dollar bond that they had to put up is no longer applicable.
18 That bond could be dissolved or abrogated because he is not
19 going to be restrained anymore pending the appeal.

20 And then, secondly, there's no -- you know, we think
21 that the bond amount should be a minimal amount, similar to
22 what they asked for for their preliminary injunction. And
23 why? Mainly because he never developed clients for GES in the
24 Los Angeles/Anaheim area, and therefore, they can't claim
25 entitlement to Shores' work there and what he's done. And

1 we're not, you know, so that's our position.

2 THE COURT: My recollection is that this -- the
3 agreement, the Noncompete Agreement --

4 MR. JONES: Yes, sir.

5 THE COURT: -- specifically singled out this
6 particular employer. Am I wrong on that or --

7 MR. JONES: The other agreement did, I believe.
8 There was another agreement, and so this one did not
9 specifically --

10 THE COURT: Okay. But there was a -- some document
11 that was executed that did single out? What is that Foreman?
12 Is that the name of it or --

13 MR. JONES: I am sorry, Freeman.

14 THE COURT: Freeman.

15 MR. JONES: Yes, sir.

16 THE COURT: Yeah.

17 MR. JONES: And what happened was I think there's a
18 second agreement that says it's -- and Counsel will correct me
19 if I'm wrong. I'm not trying to misstate it. But my
20 understanding is that we haven't concentrated on it. That
21 provides for the damages, a return of about \$19,000.

22 THE COURT: I see.

23 MR. JONES: And maybe rather things in a bonus for
24 his failure to abide by the terms of the noncompete, which we
25 submit are invalid, or that's a damage component and that's a

1 wholly different issue. Thank you, Your Honor.

2 THE COURT: Okay, thank you.

3 MR. MALLEY: Thank you, Your Honor. Thank you for
4 taking the time to hear this on a shortened time, as Counsel
5 had requested. To address the issue that you just raised
6 about the reference to Freeman in an agreement, there was --
7 there were three agreements mentioned in our moving papers; a
8 2013 Noncompete Agreement, a 2016 Noncompete Agreement and
9 then this Equity Incentive Bonus Plan. The reference to
10 Freeman was in the original 2013 Noncompete Agreement, which
11 was superseded by the 2016, which --

12 THE COURT: I see.

13 MR. MALLEY: -- eliminated reference to Freeman
14 specifically.

15 THE COURT: I see.

16 MR. MALLEY: Before I delve into the bulk of my
17 argument, I want to address a few points. Again, starting
18 with the notion that a stay here is not automatic. It is
19 discretionary, completely discretionary upon terms that the
20 Court deems just as to bond or other security for the
21 protection of GES.

22 There is no 10-day automatic stay. Although, I
23 appreciate Counsel, and he and I have spoken that they aren't
24 acting as if, from day one, that the injunction had been in
25 place. I say that, though, with one caveat referencing the

1 federal court action.

2 And I do -- I think he represented correctly that
3 the injunction that Freeman sought had been denied. There
4 were -- there was a written decision entered by the Court,
5 which at the conclusion, which did invite Freeman to file a
6 Motion for Summary Judgment on certain issues, but did
7 otherwise, deny the injunction, including based on the Court's
8 concern about the impact of the Federal Injunction Act and how
9 the Court's decision there would impact this Court's rulings
10 granting the preliminary injunction.

11 I will note, however, for the record, that in
12 connection with the Motion for Summary Judgment that Freeman
13 did file, they did include a declaration of -- and I apologize
14 to this individual for what I'm about to do to the name --
15 Anitra Lotexador (phonetic), who in paragraph 6 references
16 that now, subsequent to this Court's issuance of the
17 injunction that Shores must now cover a significantly wider
18 area in California to find non-GES customers and clients to
19 solicit, to attempt to meet his sales goals, which forces
20 Freeman to bear additional and costlier expenses that it
21 otherwise would not have had to incur.

22 This is obviously something that we're going to have
23 to investigate as to what course of conduct Freeman and Shores
24 have taken since the issuance of the injunction. But the --
25 that's where we are with the federal court action and its

1 status.

2 One other thing. Counsel mentioned an analogy to
3 noncompetes in other contexts, including for attorneys. I
4 love analogies, but I don't think that's very an apt analogy,
5 specifically, because the Nevada Rules of Professional Conduct
6 expressly disallow and deem it unethical for lawyers to engage
7 -- or to enter into any contract to -- to reduce the ability
8 to practice upon a termination of employment.

9 Getting back to the -- to the merits of what we're
10 talking about. Again, the stay is not automatic. There are
11 two reasons to deny a stay. Number one, as we put out in our
12 Opposition, none of the four factors, not a single one
13 supports a stay. And second, not only is -- has Shores, not
14 until today, offered any security, there could be no security
15 to protect GES in this circumstance.

16 The focus of Mr. Shores' motion and his argument
17 today has been on whether he's likely to prevail on appeal,
18 which then focuses back, as the Court pointed out, the
19 arguments presented here. And again, this was a preliminary
20 injunction hearing. It was not tied to a trial on the merits.
21 It was not --

22 THE COURT: And there was no -- that was one
23 question I was going to ask. The Court was never implored to
24 conduct an evidentiary hearing on it. My understanding was
25 that this was basically focusing on the legal issue of the

1 extent of the noncompete, and that the factual premise for the
2 case was basically understood.

3 I was never asked to conduct an evidentiary hearing.
4 So my understanding is that the record supports -- I mean, I
5 would not have rendered a preliminary injunction if it had not
6 been my understanding that the record relative to the facts
7 involved and the nature of the business and everything else
8 supported that.

9 MR. MALLEY: That's correct, Your Honor. We did not
10 have an evidentiary hearing. I think if we had, there would
11 have been even more evidence presented supporting the Court's
12 conclusion. As we know -- and this is why we said that the --
13 Mr. Shores has asked that the Court -- that the Court's
14 finding be based on a certainty of success on the merits. And
15 that's not what the standard is.

16 It was a reasonable likelihood of success. And we
17 presented evidence that we had a reasonable likelihood of
18 success. Among that evidence was evidence of locations where
19 GES serviced its clients from December 2015, a snapshot in
20 time, through the present. Obviously, there is evidence of
21 eight larger, and a greater time period, from certainly at
22 least to when Mr. Shores became employed in 2013.

23 All of that will be presented at trial. The
24 evidence submitted thus far was on a preliminary injunction
25 sufficient to show that GES had that nationwide presence that

1 would render the nationwide geographic scope of the noncompete
2 reasonable.

3 And that's why in our Opposition we focused on, for
4 this factor, the likelihood of success on appeal the standard
5 of review. The Court's decision to grant the preliminary
6 injunction is reviewed for an abuse of discretion. The facts
7 are reviewed for clear error. And this is where we really get
8 into an interesting point because, yes, the conclusions of law
9 are reviewed de novo, and they have not, at least in their
10 motion for today, taken issue with the conclusion of law that
11 the Court laid.

12 They take issue with the application of those
13 conclusions of law to the facts presented. The Court in A&M
14 Records v. Napster in the Ninth Circuit in 2002 said, on this
15 issue, "As long as the District Court got the law right, it
16 will not be reversed simply because we would have arrived at a
17 different result if we had applied the law to the facts of the
18 case."

19 And that's why the focus on this issue was on the
20 standards, because if there's no dispute on the law, and
21 there's no dispute on the factual determinations of where GES
22 presided, or had a presence, then their dispute comes to the
23 application of the law to the facts. And that is not
24 something that the Court is going to disagree with on appeal.

25 The irreparable harm from the stay is compounded by

1 irreparable harm that the Court already found to exist if an
2 injunction is not issued. Again, I use this phrase a lot, the
3 snapshot in time. The noncompete seeks to prevent him from
4 competing with GES, not years from now, but immediately upon
5 termination of his employment. That's when this void exists,
6 the clients need to be -- those relationships need to be
7 strengthened and secured.

8 And when Mr. Shores is out competing, now, instead
9 of wearing a GES badge, wearing a Freeman badge, and clients
10 see him out there, that interferes with our ability to secure,
11 strengthen and maintain those client relationships.

12 The harm exists now. If a stay is granted,
13 Mr. Shores is going to be out there competing, the damage will
14 be done such that if this injunction is affirmed on appeal and
15 he has to serve his injunction period for a 12-month term in
16 2020, which is, in all likelihood, potentially when this issue
17 could be resolved, that's not going to do us any good. That's
18 not going to -- it's going to render hollow the Court's
19 ruling. It will be no relief at all.

20 That harm is also suffered -- compounded by the fact
21 that there really is no security that could be offered to
22 protect GES. A bond won't do it. There's been no other
23 non-monetary offerings of what type of security could be
24 offered to protect GES in this circumstance. Mr. Shores would
25 not be harmed by denying the stay.

1 He obviously would not be entitled to work in the --

2 THE COURT: He would -- he would be entitled to
3 work?

4 MR. MALLEY: In the limited duties outlined in the
5 preliminary injunction. He could work for Freeman. He can
6 work doing anything. He could be trained to do accounting, if
7 that was something that -- and that was an example I said in
8 court off the cuff, but it's something that someone could be
9 trained in. Accountants are trained. Bookkeepers are
10 trained. Anything, he could be trained in.

11 But the point is, that if -- if the Court is found
12 to have wrongfully enjoined Mr. Shores, then the bond, which
13 is on the high end of what was represented to be his yearly
14 salary, is there for him to recover against.

15 So where is the harm? The harm that they pointed
16 out in this lost opportunity is the exact harm that GES would
17 suffer if a stay is granted. This ties into the object of the
18 appeal, and the object of the appeal is whether the Court
19 rightfully or wrongfully issued a preliminary injunction.
20 That is not obviated by denying a -- by denying -- excuse me,
21 by -- yeah, by denying a stay.

22 If this Court's decision is reversed, and Mr. Shores
23 has been enjoined for that 12-month period, he can later come
24 back and move against the bond and seek his recovery. The
25 object remains. On the other hand, tying into the irreparable

1 harm to GES, if the Court is affirmed, the object of the
2 preliminary injunction has been mooted, because the harm has
3 already been done.

4 THE COURT: All right. Do you want to sort of --

5 MR. MALLEY: I have nothing more.

6 THE COURT: Okay.

7 MR. JONES: Your Honor --

8 THE COURT: Mr. Jones?

9 MR. JONES: -- has mentioned this affidavit in
10 federal court in California. I stand by my statements here
11 and before you.

12 Second, they had the burden to prove. The only
13 evidence that was presented, they presented in their Reply
14 Brief, and that shows that there is not a presence in 50
15 states. There's no evidence of any regional support or, you
16 know, anything like that. And lastly, what harm?

17 They keep talking about this harm they're going to
18 suffer. What harm? There's no evidence of any harm. They
19 just don't have any.

20 And on the bond, again, we would submit that a
21 minimal bond would be thus appropriate if the stay is granted
22 under the circumstances. Thank you.

23 THE COURT: All right, here's what I'll do. You've
24 made your application now to this Court for a stay, which
25 you're required to do before you seek one in the Supreme

1 Court, right?

2 MR. JONES: Yes, sir.

3 THE COURT: Under Rule 8 in our Nevada Rules of
4 Appellate Procedure. So here's what I'll do; I'll grant a
5 temporary stay, all right? Fifteen days, and you can apply
6 for a further stay in the Supreme Court within that time. All
7 right?

8 MR. JONES: Yes, sir.

9 MR. MALLEY: Thank you, Your Honor.

10 THE COURT: Submit a proposed order, if you would,
11 Mr. Jones. Run it by Counsel.

12 MR. JONES: All right. Your Honor, is there any
13 bond --

14 THE COURT: I'm not going to require a bond to be
15 posted for that temporary stay.

16 MR. JONES: Thank you, Your Honor. We'll prepare an
17 order and run it by Counsel.

18 THE COURT: All right.

19 MR. JONES: Thank you.

20 THE COURT: Thank you.

21 MR. MALLEY: Thank you, Your Honor.

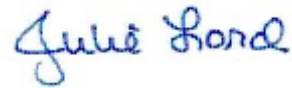
22 (The proceedings concluded at 9:39 a.m.)

23 * * * * *

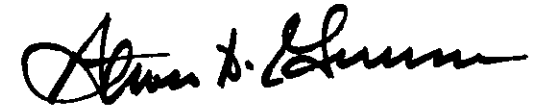
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1 ATTEST: I hereby certify that I have truly and correctly
2 transcribed the audio/visual proceedings in the above-entitled
3 case to the best of my ability.

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7 _____
8 JULIE LORD, INDEPENDENT TRANSCRIBER
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CLERK OF THE COURT

OPPS

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Attorneys for Plaintiff Global Experience Specialists, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA

CASE NO.: A-17-750273-B

DEPT. NO.: XIII

**OPPOSITION TO DEFENDANT'S
MOTION TO STAY ENFORCEMENT
OF PRELIMINARY INJUNCTION
PENDING APPEAL ON ORDER
SHORTENING TIME**

Date: March 30, 2017
Time: 9:00 a.m.

GLOBAL EXPERIENCE SPECIALISTS,
INC.,

Plaintiff,

vs.

LANDON SHORES,

Defendant,

**I. SHORES IS NOT ENTITLED TO A STAY OF THE PRELIMINARY
INJUNCTION**

On March 23, 2017, this Court entered its Findings of Fact, Conclusions of Law, and Order Granting Plaintiff's Motion for Preliminary Injunction (the "Preliminary Injunction"). Generally, the Preliminary Injunction precludes Defendant Landon Shores ("Shores") from soliciting Plaintiff Global Experience Specialists, Inc.'s ("GES") customers and from performing services on his own behalf and/or on the behalf of any third party that are competitive with and/or similar to the services he performed for GES. The Preliminary Injunction lasts for twelve months beginning January 1, 2017. Importantly, GES posted a \$100,000 bond as security for any damages Shores may suffer should it be determined that Shores was wrongfully enjoined.

On March 24, 2017, Shores filed a Notice of Appeal. In connection with his appeal, Shores filed the instant motion seeking to stay enforcement of the Preliminary Injunction. Shores seeks this stay despite the fact that both the Court and GES confirmed that the Preliminary Injunction would not totally prevent Shores from working – or even working in a non-competitive position for GES’ competitor Freeman¹ – and despite the fact that Shores is protected by the posting of security in the amount of his annual income.²

The Motion to Stay should be denied because Shores is not able to satisfy any of the factors for obtaining a stay:

- The object of the appeal will not be defeated if a stay is denied because Shores is protected by the \$100,000 bond posted in the event it is determined that Shores was wrongfully enjoined. On the other hand, the object of the Preliminary Injunction – a 12-month period free from competition by Shores immediately following the termination of his employment with GES – would be permanently and irretrievably defeated if a stay is granted.
- Shores will not be irreparably harmed if a stay is denied because he is adequately protected by the \$100,000 bond GES posted.
- GES will be irreparably harmed by a stay for all of the same reasons that supported entry of the Preliminary Injunction in the first place (*i.e.*, harm to reputation and goodwill caused by Shores performing the same services for Freeman that he very recently performed for GES). And Shores offers no security to GES in the event a stay is granted and the Preliminary Injunction is affirmed on appeal.
- Shores is not likely to prevail on appeal because the facts and the law support the injunctive relief entered by this Court, a decision that was neither clearly erroneous nor an abuse of discretion.

¹ At the March 6, 2017 hearing on the Motion for Preliminary Injunction, the Court stated that it wanted the preliminary injunction order to “be specific in terms of what it is that he can’t do, relative to these managerial competitive aspects of it. He can still work for Freeman and things.” Transcript of March 6, 2017 Hearing, 24:15-18.

² *Id.* at 19:19-20 (identifying Shores’ annual salary at Freeman as somewhere between \$70,000-\$100,000).

1 A stay under NRCP 62(c) is discretionary and is viewed as an extraordinary remedy. *See*
2 *In re Fullmer*, 323 B.R. 287, 293 (Bankr. D. Nev. 2005) (applying similar provision of FRCP
3 62(c)). Under NRCP 62(c), this Court may, in its discretion, suspend an injunction during the
4 pendency of an appeal “upon such terms as to bond or otherwise as it considers proper for the
5 security of the rights of the adverse party.” Here, the Court has already made its preliminary
6 findings that GES is likely to succeed on the merits and suffer an irreparable injury if Shores is
7 not enjoined from soliciting its clients or competing with it. Shores is certainly within his rights
8 to seek relief from that order before the Nevada Supreme Court. But in order to obtain a stay,
9 Shores must convince the Court that it should exercise its discretion to do so by providing
10 security for GES’ rights *and* showing that it meets the elements for obtaining a stay. Because
11 Shores has failed to do so, the motion must be denied.

12 **A. There is no automatic stay on appeal for an injunction.**

13 Unlike with a money judgment where an aggrieved party can obtain a stay of
14 enforcement pending appeal by posting a supersedeas bond, a party aggrieved by injunctive
15 relief cannot automatically obtain a stay upon the posting of a bond. Instead, NRCP 62(a)
16 provides, “Unless otherwise ordered by the court, an interlocutory or final judgment in an action
17 for an injunction . . . shall not be stayed during the period after its entry and until an appeal is
18 taken or during the pendency of an appeal.” Rule 62(c) further provides:

19 When an appeal is taken from an interlocutory or final judgment
20 granting, dissolving, or denying an injunction, the court in its
21 discretion may suspend, modify, restore, or grant an injunction
22 during the pendency of the appeal upon such terms as to bond or
23 otherwise as it considers proper for the security of the rights of the
24 adverse party.

25 In determining whether to issue a stay, this Court should consider the following factors:
26 (1) whether the object of the appeal will be defeated if the stay is denied; (2) whether Shores will
27 suffer irreparable or serious injury if the stay is denied; (3) whether GES will suffer irreparable
28 or serious injury if the stay is granted; and (4) whether Shores is likely to succeed on the merits
in the appeal. NRAP 8(c), *Hansen v. Eighth Jud. Dist. Ct.*, 116 Nev. 650, 657, 6 P.3d 982, 986
(2000).

1 Consideration of these factors militates against a stay. Moreover, Rule 62(c) instructs
2 that a stay in this circumstance is discretionary and may only be entered upon terms as to bond
3 or otherwise as is proper to secure GES' rights. Shores has not offered anything in that regard.
4 As such, the motion must be denied.

5 **B. The object of the appeal will not be defeated if a stay is denied because GES**
6 **posted a \$100,000 bond; but the object of the Preliminary Injunction will be**
7 **defeated if a stay is granted.**

8 Shores argues that the object of the appeal is to stop enforcement of the Preliminary
9 Injunction. Whether that is the object of the appeal or simply of this Motion for Stay is of no
10 moment because the result is the same – sufficient security has been posted in the event that it is
11 determined that Shores was wrongfully enjoined. Thus, the object of the appeal is not defeated
12 because if Shores is obligated to comply with the terms of the Preliminary Injunction and it is
13 later overturned, Shores could seek recovery against the bond.

14 On the other hand, the object of the Preliminary Injunction would certainly be defeated if
15 a stay is granted. The Preliminary Injunction was sought and granted in order to enjoin Shores
16 from soliciting or competing with GES for the twelve month period immediately following the
17 termination of his employment with GES. As set forth in GES' motion and reply in support of
18 the preliminary injunction, that immediate period following termination is an important and
19 sensitive time when GES needs to secure, strengthen, and maintain the relationships with its
20 customers who previously were served by Shores while he was employed with GES. That
21 twelve month period following termination of employment is a snapshot in time that cannot be
22 replaced by a different twelve month period. In other words, if a stay is entered and the Supreme
23 Court later affirms the Preliminary Injunction such that Shores would commence the twelve
24 month non-solicitation/non-competition period a few years from now, the object of the
25 Preliminary Injunction would be lost. It does GES no good to have Shores stop competing with
26 it years after the damage has been done.

27 The object of the appeal is whether Shores should be enjoined from competing with GES
28 for twelve months. That object is not lost if Shores is required to abide by the terms of the
Preliminary Injunction pending appeal because if he is successful, Shores can seek to recover

1 any damages against the bond. Accordingly, consideration of this factor weighs against granting
2 a stay.

3 **C. Shores will not suffer irreparable or serious injury if the stay is denied.**

4 Shores posits that he would be seriously and irreparably harmed if he was required to
5 abide by the terms of the Preliminary Injunction and accept employment in a capacity that is not
6 competitive with GES for a period of twelve months. But any harm Shores may suffer is neither
7 irreparable or serious.

8 As Shores himself pointed out in his Opposition to GES' Motion for Preliminary
9 Injunction (16:20-21), "Irreparable harm is harm for which compensatory damages would be
10 inadequate. *Dixon v. Thatcher*, 103 Nev. 414, 415 (1987)." Here, GES has posted a bond in the
11 amount of \$100,000 as security in the event that Shores is later found to have been wrongfully
12 enjoined. That amount is based on the high end of what was represented to be his annual salary.
13 Thus, if the stay is denied and Shores is later found to have been wrongfully enjoined, not only
14 would compensatory damages be adequate, but security for those damages has already been
15 posted.

16 Additionally, any harm to Shores is not serious, undue, or surprising to Shores. In fact,
17 Shores twice signed non-compete agreements with GES expressly agreeing not to compete with
18 GES following termination of his employment. And it was Shores who voluntarily terminated
19 his employment with GES – doing so with express knowledge of his non-compete obligation.
20 And while this restraint may be a hardship to him, it is not serious or undue. "[A]ny person who
21 is prevented from practicing his profession for a period of time in an area in which it has been
22 practiced, suffers some hardship." *Basicomputer Corp. v. Scott*, 791 F. Supp. 1280, 1289 (N.D.
23 Ohio 1991). The court went on to hold, however, that the test requires more than "just some
24 hardship", and that the test is whether the restriction is *unduly* harsh which "requires excessive
25 severity." *Id.* Shores has not shown how any harm would be excessively severe, especially
26 when he can work for anyone, including Freeman, in any position other than what is prohibited
27 by the Preliminary Injunction and when security has been posted in the event he is later found to
28 have been wrongfully restrained.

1 This factors weighs against imposition of a stay.

2 **D. GES will suffer irreparable or serious injury if the stay is granted.**

3 The Court found that “GES also demonstrated that it will suffer irreparable harm due to
4 Shores’ competitive conduct.” Preliminary Injunction, 7:25-26. This is based on the fact that:

5 Shores does not dispute that he is actively marketing to customers
6 in competition with GES. The fact that he may not be soliciting
7 GES’ customers is of no moment. As recently as December 2016,
8 Shores was working and marketing on behalf of GES. Within a
9 month of terminating his employment with GES, Shores was
10 performing those same tasks on behalf of Freeman. Customers and
11 potential customers build relationships with GES through
12 salespeople such as Shores. Shores obtains an unfair advantage,
13 and GES suffers a corresponding unfair disadvantage, when Shores
14 takes advantage of those relationships and associated goodwill on
15 behalf of a third party in competition with GES.

16 Preliminary Injunction, 8:10-17. By granting the Preliminary Injunction, the Court entered relief
17 to alleviate the irreparable harm to GES. By staying the Preliminary Injunction, it is axiomatic
18 that GES would be irreparably harmed by the same conduct that the Preliminary Injunction is
19 designed to prevent.

20 And, as stated above, the harm sought to be alleviated by the Preliminary Injunction is
21 harm that would occur now – not years from now. If a stay is granted and the Preliminary
22 Injunction affirmed on appeal such that Shores would be forced to abide by its terms at the
23 conclusion of the appeal, GES’ victory would be hollow. By that time, the damage would
24 already have been done and the toothpaste could not be put back in the tube. Enjoining Shores
25 from competing after he has already gained the benefit of that competition and after GES
26 suffered the harm from that competition affords GES no relief at all.

27 Moreover, Shores offers nothing in the way of a bond or other security for GES. NRCP
28 62(c) provides that the Court has the discretion to suspend an injunction pending appeal “upon
such terms as to bond or otherwise as it considers proper for the security of the rights of the
adverse party.” Thus, in addition to being provided no security for the stay Shores seeks, GES
would not get the benefit of the Preliminary Injunction while at the same time continuing to pay
the premium on the bond it posted for Shores’ security. In other words, Shores seeks to flip
these proceedings upside-down: GES obtained the Preliminary Injunction and paid for a bond as

1 security; Shores seeks to unwind the Preliminary Injunction, continue to have GES pay for the
2 bond in support of the Preliminary Injunction, but Shores does not deem it necessary to post any
3 security of his own. Shores seeks to compound the harm GES would suffer by imposition of a
4 stay.

5 This factor weighs against a stay.

6 **D. Shores is not likely to succeed on the merits of his appeal.**

7 Shores' argument on why he is likely to prevail on appeal are a recasting of his
8 arguments in opposition to the Preliminary Injunction. Essentially, he argues that his non-
9 compete agreement with GES is unenforceable because its geographic scope of the United States
10 is overly broad. Shores is not likely to succeed with this argument on appeal and, therefore,
11 consideration of this factors weighs against a stay.

12 The Preliminary Injunction contained the Court's Preliminary Findings of Fact, which
13 include the following: that Shores agreed to a restrictive covenant in which he recognized that
14 GES conducts business on an international basis and has customer and vendor accounts
15 throughout the United States in which Shores will be involved; that GES operates on both an
16 international and national basis; that Shores affirmed that while employed with GES he had sales
17 with clients for trade shows at various locations throughtout the United States; and that GES
18 presented evidence that it operated in 119 different cities in at least 33 states between December
19 2015 and March 2017. Preliminary Injunction, ¶¶ 4 and 11. The Court took this evidence as
20 well as the case law and arguments put forth by the parties into account when it concluded that
21 "a nationwide restriction is reasonable based on the nationwide nature of GES' business, as well
22 as the work Shores performed for GES with respect to events at locations across the country."
23 *Id.* at ¶ 23.

24 In *S.O.C., Inc. v. Mirage Casino-Hotel*, 117 Nev. 403, 407, 23 P.3d 243, 246 (2001), the
25 Nevada Supreme Court held:

26 The decision to grant or deny a preliminary injunction is within the
27 sound discretion of the trial court, and that discretion will not be
28 disturbed absent abuse. This court's review is limited to the record
to determine whether the lower court exceeded the permissible
bounds of discretion. A district court's determinations of fact will
not be set aside unless they are clearly erroneous. If the district

court's findings are supported by substantial evidence, they will be upheld. Questions of law are reviewed de novo.

Thus, this Court's decision to grant the Preliminary Injunction will be reviewed for an abuse of discretion, and its Findings of Fact will not be set aside unless they are clearly erroneous. Shores has not shown how this Court either abused its discretion or clearly erred in its factual determinations. Instead, Shores presses forward with his argument that in order to enforce a nationwide restriction, GES had to provide evidence that it actually operated in every town, city, county, and state in the United States. But Shores never actually cites authority for this proposition. Nor does Shores present any new arguments in support of the denial of an injunction. Rather, Shores concludes that "GES plainly cannot prevail at trial on the merits" based on the evidence presented thus far. *See* Motion to Stay, 12:13-14. By making this argument, Shores seeks to impose a new, greater burden for obtaining preliminary injunctive relief: instead of demonstrating a likelihood of success on the merits (*see S.O.C., Inc.*, 117 Nev. at 407), Shores claims that GES was required to demonstrate a certainty of success on the merits. However, that has never been part of the standard for obtaining injunctive relief in Nevada. Shores is therefore not likely to succeed on the merits of his appeal.

II. CONCLUSION

None of the factors that the Court must consider when deciding whether to grant a stay weigh in Shores' favor, and Shores has not offered to provide any bond or other security for the stay he requests. Accordingly, the Court should not exercise its discretion to grant a stay, and Shores' Motion should be denied.

DATED this 28th day of March, 2017.

JOLLEY URGALAWYERS
WOODBURY & LITTLE

By: 

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

CERTIFICATE OF SERVICE

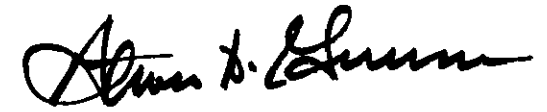
I hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is Jolley Urga Woodbury & Little, 330 S. Rampart Blvd., Ste. 380, Las Vegas, Nevada 89145.

On the 28th day of March, 2017, I served the foregoing Opposition To Defendant's Motion To Stay Enforcement Of Preliminary Injunction Pending Appeal On Order Shortening Time 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 28th, 2017 at Las Vegas, Nevada.


An Employee of JOLLEY URGa WOODBURY
& LITTLE



CLERK OF THE COURT

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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

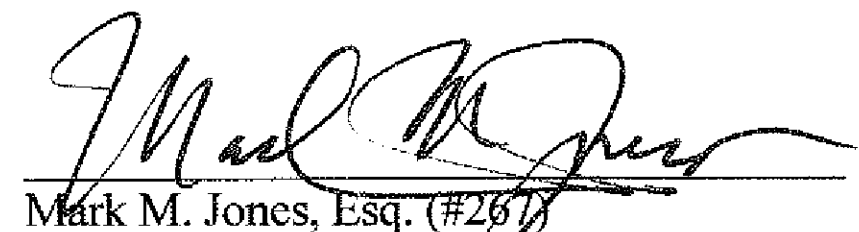
12 Landon Shores,

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.

21 KEMP, JONES & COULTHARD, LLP




22
23
24 Mark M. Jones, Esq. (#267)
25 David T. Blake, Esq. (#11059)
26 3800 Howard Hughes Parkway, 17th Floor
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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

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DISTRICT COURT
CLARK COUNTY, NEVADA

CASE NO.: A-17-750273-B

DEPT. NO.: XIII

**REPLY IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
INJUNCTION**

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

GLOBAL EXPERIENCE SPECIALISTS,
INC.,

Plaintiff,

vs.

LANDON SHORES,

Defendants,

As set forth in Defendant Landon Shores' ("Shores") Opposition, he does not dispute: (1) that he signed the Confidentiality and Non-Competition Agreement (the "Agreement") with Global Experience Specialists, Inc. ("GES"); (2) that the duration of the Agreement is reasonable; (3) that the scope of prohibitive competitive conduct is reasonable; (4) that Shores was aware of the Agreement and its covenants when he accepted employment with Freeman; and (5) that the services he provides in his employment with Freeman is competitive with and/or similar to those he provided to GES.¹ GES and Shores further both agree that the Court should

¹ Curiously, Shores attempts at various times in his Opposition to claim that he is not competing with GES because he is not soliciting GES customers, is not using any proprietary, confidential, or trade secret information of GES in his employment with Freeman, and is starting from square one to generate sales for Freeman. *See, e.g.,* Opposition, 4:17-21. But these claims only tend to show that Shores is not violating the non-solicitation and confidentiality covenants of the Agreement. *See* Exhibit 1-B to the

1 not blue pencil or reform the Agreement, and GES does not seek such relief. Rather, GES asks
2 the Court to enforce the Agreement as written.

3 The issues raised in the Opposition that are actually in dispute are limited to whether the
4 geographic scope of the non-compete covenant of the Agreement is reasonable and whether GES
5 has suffered irreparable harm.² As a corollary to the latter issue, Shores posits that the harm he
6 would suffer from being unable to work for 12 months in a competing position (while
7 nevertheless free to work for Freeman in a non-competing position) outweighs the harm GES
8 would suffer by virtue of Shores' breach of the Agreement. Each of Shores' arguments fails.

9 **A. The geographic scope of the non-compete is reasonable.**

10 The geographic scope of the non-compete covenant is the United States, and is based on
11 Shores' acknowledgment that GES conducts business on an international basis, has accounts
12 throughout the United States, that Shores had relationships and interactions with GES' clients on
13 a national scale, and his involvement with show and exhibit planning for GES' clients, among
14 other factors. See Exhibit 1-B to the Motion, § 1.6(A). As a former employee of GES who
15 admittedly worked with GES clients on shows throughout the United States, "including Orlando,
16 Chicago, Baltimore, Washington D.C., and San Diego", it is nearly inconceivable that Shores
17 would contend that GES did not operate on a national basis in the trade show industry.

18 The Court should take notice of the various shows and events for which GES offers it
19 services. Attached are pages from GES' website listing the events from December 2015 to the
20 present at which GES offers its services as well as a summary table of the locations of those
21 events. See the Declarations of Jon Massimino and David J. Malley, Esq. attached hereto as
22 Exhibits 1 and 2, respectively, as well as Exhibits 1-A and 2-A. As shown therein, in just over
23 the past year, GES has operated in a majority of states (at least 33) plus Washington D.C. and
24 Puerto Rico. This amounts to at least 119 different cities. Also notable are the number of

25 Motion for Preliminary Injunction, §1.6(B), §1. However, they have no bearing on whether the services
26 Shores provides to Freeman are similar to or competitive with the services Shores provided to GES.

27 ² Shores also contends that the non-compete covenant is nothing more than an employee retention tool,
28 not an agreement designed to protect GES' legitimate business interests. But such a conclusion is
unsupported, unwarranted, and disputed by GES, which uses these agreements to protect its confidential
business information and its customer relationships. See Exhibit 1 to the Motion, ¶¶ 6-7.

1 different locations in California, and specifically southern California where Shores now works
2 for GES' competitor.

3 Shores contends that a nationwide restriction on employment is *per se* unreasonable, and
4 that GES failed to meet its burden of showing that "it has customers and goodwill in every
5 county, city, and town within every state" to even attempt to enforce a nationwide restriction.
6 Opposition, 10:2-3. But despite the various cases cited in the chart on pages 8-9 of Shores'
7 Opposition, there is no blanket prohibition on nationwide restrictions on competition, and Shores
8 cites no caselaw in support of his argument that GES must prove operations in every county,
9 city, town, and state in America. In fact, the law is the opposite.

10 For example, in *Marshall v. Gore*, 506 So. 2d 91 (Fla. Dist. Ct. App. 1987), the court
11 enforced the nationwide scope of a non-compete based on the employer having sold software in
12 Pennsylvania, Iowa, Wisconsin, Ohio, Vermont, Missouri and Oregon, and its advertisement in a
13 nationwide dairy publication. Similarly, in *Aspen Mktg. Servs., Inc. v. Russell*, No. 09 C 2864,
14 2009 WL 4674061 (N.D. Ill. Dec. 3, 2009), the employee argued that the scope of the non-
15 compete was unreasonable because it prevented him from competing anywhere within the
16 United States. *Id.* at *3. The court first noted that such a broad scope is not *per se* unreasonable
17 if it is justified by the nationwide nature of the employer's business. *Id.* Because the employer
18 developed and maintained displays and exhibits that toured venues and events in approximately
19 40 states throughout the country, the court found that the nationwide geographic scope at issue
20 was not *per se* unreasonable.

21 Other courts are in accord that a broad geographic scope in a non-compete agreement is
22 enforceable. *See Gorman Pub. Co. v. Stillman*, 516 F. Supp. 98, 104 (N.D. Ill. 1980) ("[T]he
23 fact that the covenant applied nationwide was justified by the nationwide nature of Gorman's
24 business."); *Superior Consulting Co. v. Walling*, 851 F. Supp. 839, 847 (E.D. Mich. 1994)
25 ("SCC does business in forty-three states and a number of foreign nations. The unlimited
26 geographic scope of the non-competition provision here was therefore not unreasonable.");
27 *Convergys Corp. v. Wellman*, No. 1:07-CV-509, 2007 WL 4248202, at *7 (S.D. Ohio Nov. 30,
28 2007) (concluding a geographically restrictive covenant that included the United States, Canada,

1 the Philippines, India, the United Kingdom, and Europe to be reasonable given the nearly global
2 scope of the employers' operations); *Scholastic Funding Grp., LLC v. Kimble*, No. CIV A 07-
3 557 JLL, 2007 WL 1231795, at *5 (D.N.J. Apr. 24, 2007) ("[T]he Court does not find the lack of
4 geographic limitation on the Non-Compete Provision unreasonable. Since the telemarketing
5 industry is broad-ranging in its scope by the nature of its business (placing nationwide telephone
6 calls), the geographic scope of the covenant, or lack thereof, is likely a reasonable restriction."),
7 *W. Publ'g Corp. v. Stanley*, No. CIV. 03-5832 (JRT/FLN, 2004 WL 73590, at *10 (D. Minn. Jan.
8 7, 2004) ("Although there is no geographic limitation on the [non-compete] provision, this is
9 nonetheless reasonable in light of the national, and indeed international, nature of internet
10 business."); *Sigma Chem. Co. v. Harris*, 586 F. Supp. 704, 710 (E.D. Mo. 1984) ("There is no
11 requirement that a restrictive covenant have some geographic limit to be valid. The requirement
12 is that the geographic scope be reasonable. In this case, worldwide application of the restrictive
13 covenant is necessary to protect Sigma's interests.").

14 In *Camco, Inc. v. Baker*, 113 Nev. 512, 520, 936 P.2d 829, 834 (1997),³ the Nevada
15 Supreme Court held that territorial restrictions should be limited to the territory in which the
16 employer established customer contacts and goodwill. This view comports with those espoused
17 in the cases set forth above which held that nationwide restrictions were enforceable. And
18 contrary to Shores' contention that an employer must establish such contacts and goodwill at
19 literally every location in America, the cases hold otherwise. In fact, nationwide restrictions
20 have been enforced upon a showing of having done business in 40 states (*Aspen Mktg. Servs.,*
21 *Inc.*) and even in as few as 7 states (*Marshall*). Here, in the past year alone GES has done
22 business in at least 119 different cities throughout the United States, including in Hawaii and
23 Puerto Rico.

24 ³ The Supreme Court's decision in *Camco* not to enforce the non-compete agreement at issue there is not
25 persuasive to the facts here. In *Camco*, the covenant at issue had a geographic scope of 50 miles from
26 any SuperPawn store either existing or under construction, or within 50 miles of any area that was the
27 target of a corporate plan for expansion. *Id.* at 519. Focusing on the nebulous concept of the agreement
28 restricting competition to areas "targeted...for corporate expansion", the Court held it to be "completely
unreasonable." In addition to being difficult to prove either that the employer had in fact targeted a
specific area for expansion or that the former employee knew of such plans, the Court's holding is
reasonable in light of the fact that customer contacts and goodwill cannot have been established in areas
where the employer has never done business.

1 Notably, although Shores further argues that it is unreasonable to apply the non-compete
2 to his employment in California based on his allegation that GES failed to provide evidence that
3 GES operated there, Shores does not actually deny that GES operates in both Los Angeles and
4 Anaheim, as well as other areas of southern California. Nor could he deny that fact, since he
5 admitted in his Declaration that his sales while employed at GES included shows in San Diego
6 and other smaller events in southern California. See Declaration of Landon Shores attached to
7 the Opposition as Exhibit A, ¶¶ 4-5. Again, as a Sales Manager for GES with respect to events
8 throughout the United States, Shores is fully aware of GES' reach. This includes GES' reach in
9 Southern California, which is quite extensive as shown in the attached exhibits.

10 And GES is not trying to "insulate itself from competition" by enforcing the Agreement
11 as Shores suggests (see Opposition, 15:19-21). Vigorous competition is welcome, but
12 competition from former employees in violation of contractual obligations not to do so is neither
13 welcome nor permissible. The short period of restriction is necessary to protect GES' reputation
14 and goodwill, as well as to secure and strengthen its relationship with its customers who
15 previously worked with Shores. See Exhibit 1 to the Motion, ¶ 7.

16 Moreover, while GES appreciates Shores' representations that he is not committing
17 further breaches of the Agreement by soliciting GES' clients or revealing GES' confidential
18 information, his compliance with those obligations does not absolve him of his breach of the
19 duty not to provide similar or competitive services for anyone else for 12 months following his
20 employment with GES. As a corollary to this, Shores posits that applying the non-compete to
21 southern California is unreasonable because there is no overlap between the customers he
22 solicited in Las Vegas on behalf of GES and those currently being solicited in southern
23 California on behalf of Freeman. But as noted in *Camco*, the territorial restriction is based on
24 where the *employer* established customer contacts and goodwill – not where the *employee* did.
25 And Shores cannot seriously dispute that GES established customer contacts and goodwill in
26 southern California.

27 Accordingly, the Agreement should be enforced as written because the nationwide scope
28 of the non-compete covenant is reasonable.

1 **B. GES has suffered, and will continue to suffer, irreparable harm.**

2 It is undisputed that Shores has accepted employment with Freeman, a direct competitor
3 of GES, in a position where Shores provides similar services as he did for GES. It is also
4 undisputed that Shores took this course of action with clear knowledge of the terms of the
5 Agreement. In situations such as this, the Nevada Supreme Court has held that the former
6 employer is best protected by injunctive relief. *See Las Vegas Novelty, Inc. v. Fernandez*, 106
7 Nev. 113, 787 P.2d 772 (1990).

8 Shores' argument that irreparable harm cannot be presumed is of no moment.⁴ There is
9 no doubt that Shores is directly competing against GES in southern California. The Ninth
10 Circuit holds that a party may meet its burden of demonstrating irreparable harm "by
11 demonstrating either (1) a combination of probable success on the merits and the possibility of
12 irreparable injury or (2) that serious questions are raised and the balance of hardships tips
13 sharply in its favor." *Rent-A-Center, Inc. v. Canyon Television and Appliance Rental, Inc.*, 944
14 F.2d 597, 602 (1991). The Court further noted that "intangible injuries, such as damage to
15 ongoing recruitment efforts and goodwill, qualify as irreparable harm." *Id.* at 603.

16 Here, as shown above and in the Motion for Preliminary Injunction, the duration,
17 geographic scope, and types of employment prohibited are reasonable and, therefore, the
18 Agreement is enforceable. There is no doubt that Shores "is performing services . . . on the
19 behalf of [a] third party that are competitive with and/or similar to the services" he performed for
20 GES. *See* Exhibit 1-B to the Motion, § 1.6(A). Thus, GES has, at a minimum, a probability of
21 success on the merits. As such, GES need only demonstrate a *possibility* of irreparable harm.
22 Shores' admitted conduct of actively marketing to customers in competition with GES is harmful
23 not only to GES' goodwill, but also to the customer relationships that GES is working to
24 maintain.

25 GES is not seeking to prevent Freeman from competing with GES. The relief sought
26 only requests that Shores, on behalf of Freeman or anyone else, not compete with it for a short

27 ⁴ *Michael A. Baron, M.D., Ltd. v. Gerson*, 124 Nev. 1451, 238 P.3d 794 (2008) is not controlling
28 precedent because it is an unpublished decision. Moreover, because it was issued prior to January 1,
2016, Shores should not have cited it for any purpose. *See* NRAP 36(c)(3).

1 period of time – just as Shores agreed. As set forth in the Motion, GES’ employees are the face
2 of the company. In addition to building relationships with GES, customers build relationships
3 with the salespeople. Shores obtains an unfair advantage (of whatever magnitude) by that fact
4 alone. GES is certainly irreparably harmed by Shores’ use of that unfair advantage in direct
5 competition with GES. This is especially true when Shores was engaging in this same activity
6 on behalf of GES just a few months ago. The court in *Scholastic Funding Grp., LLC v. Kimble*,
7 No. CIV A 07-557 JLL, 2007 WL 1231795, at *9 (D.N.J. Apr. 24, 2007) held the following in a
8 similar scenario:

9 Plaintiff argues that if Kimble is not restrained from competing
10 with Plaintiff, it will suffer loss of goodwill and loss of control
11 over its reputation with respect to its customers and competitors.
12 This Circuit recognizes that “[g]rounds for irreparable injury
13 include loss of control of reputation, loss of trade, and loss of
14 goodwill.” *Pappan Enters., Inc. v. Hardee's Food Sys., Inc.*, 143
15 F.3d 800, 805 (3d Cir.1998). Should Kimble start communicating
16 with vendors and other business entities on behalf of University,
17 when just months ago he was likely contacting these same entities
18 on behalf of Plaintiff, there is a risk that this will affect these
19 parties' perception of Plaintiff's industry reputation. Accordingly,
20 the Court finds that if it does not grant the relief requested by
21 Plaintiff in enjoining Kimble from violating the Non-Compete
22 Provision, Plaintiff will suffer an immediate, irreparable harm.

23 Moreover, GES satisfies its burden under the second portion of *Rent-A-Center's* analysis
24 as well because serious questions are raised by Shores’ knowing and intentional acceptance of
25 competing employment in violation of the Agreement and the balance of hardships tips in GES’
26 favor. This is not a situation where Shores did not know he signed a non-compete agreement,
27 that he mistakenly believed his new employment was not competitive, or any number of other
28 scenarios that would tend to show an innocent breach of the Agreement. Instead, Shores has
29 knowingly and intentionally breached the Agreement with either the hope that GES would not
30 sue and/or that the Court would invalidate the contract he willingly signed.

31 As to the balance of hardships, Shores claims that an injunction would prevent him from
32 working altogether. That simply is not true. In fact, the injunction GES seeks would not even
33 prevent him from working for Freeman. Rather, GES simply seeks to hold Shores to his
34 agreement not to provide similar services to a third party for one year following termination of
35 his employment with GES. Thus, he could work for Freeman in any other noncompetitive

1 position for 12 months, after which he would no longer be subject to the non-compete covenant.
2 While such a restraint may be a hardship on Shores, it is not an undue hardship as he claims.
3 The court in *Basicomputer Corp. v. Scott*, 791 F. Supp. 1280, 1289 (N.D. Ohio 1991) addressed
4 this distinction and recognized that “any person who is prevented from practicing his profession
5 for a period of time in an area in which it has been practiced, suffers some hardship.” The court
6 went on to hold, however, that the test requires more than “just some hardship”, and that the test
7 is whether the restriction is *unduly* harsh which “requires excessive severity.” *Id.*

8 Shores fails to show how the restraint is unduly harsh. Instead, he improperly claims that
9 enforcing the Agreement would put him out of work completely, force him to change his
10 profession, or work outside of the United States. But as stated, he could continue to work in the
11 industry, and even for his current employer, though in a different capacity. To be sure, if relied
12 upon, every non-compete agreement would be invalidated upon a claim by the employee of an
13 inability to work. But that certainly is not what the Nevada Legislature intended when it
14 authorized such restrictions under NRS 613.200(4).⁵

15 Indeed, courts have routinely enforced non-compete provisions that prevent a former
16 employee from taking the same position with a new employer. *See, e.g., Nationwide Mut. Ins.*
17 *Co. v. Cornutt*, 907 F.2d 1085, 1090 (11th Cir. 1990) (holding that the district court’s
18 determination that enforcement of the non-compete against the former employee would work an
19 undue burden was in error); *Retina Services, Ltd. v. Garoon*, 538 N.E.2d 651 (Ill. 1989)
20 (reversing the lower court’s denial of a preliminary injunction and requiring the lower court to
21 grant injunctive relief for the former employer, preventing the former employee from working in

22 ⁵ NRS 613.200(4) provides:

23 The provisions of this section do not prohibit a person, association, company,
24 corporation, agent or officer from negotiating, executing and enforcing an
25 agreement with an employee of the person, association, company or corporation
26 which, upon termination of the employment, prohibits the employee from:

27 (a) Pursuing a similar vocation in competition with or becoming employed
28 by a competitor of the person, association, company or corporation; or

(b) Disclosing any trade secrets, business methods, lists of customers, secret
formulas or processes or confidential information learned or obtained during the
course of his or her employment with the person, association, company or
corporation,

↪ if the agreement is supported by valuable consideration and is otherwise
reasonable in its scope and duration.

1 the medical field over a two-year period); *Tyler v. Eufaula Tribune Pub. Co., Inc.*, 500 So. 2d
2 1005 (Ala. 1986) (affirming the lower court's entry of an injunction against the former
3 employee, enforcing a two-year restriction preventing the employee from engaging in similar
4 bookkeeping, advertising, and photography duties the employee had performed for the former
5 employer).

6 Not to be forgotten, of course, is that balancing of the hardships is an equitable principal
7 available "only to innocent parties who proceed without knowledge or warning that they are
8 acting contrary to others' vested property rights." *Gladstone v. Gregory*, 95 Nev. 474, 480, 596
9 P.2d 491, 495 (1979). Here, Shores' Opposition establishes that he acted intentionally and with
10 full knowledge that GES sought to enforce the non-compete covenant of the Agreement.

11 As set forth in the Motion, the harm to GES occasioned by Shores' breach of the
12 Agreement outweighs any inconvenience he may experience from an injunction. Shores' active
13 competition with GES during this immediate period following termination of his employment
14 allows Shores to unfairly take advantage of the fact Shores was the face of GES for many
15 clients. The harm to GES' goodwill and customer relationships caused by such conduct,
16 especially during this period when GES must work to strengthen and maintain those
17 relationships in light of Shores' departure, overwhelmingly outweighs the hardship Shores might
18 experience by having to perform different job duties for his current employer if an injunction is
19 granted.

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CONCLUSION

Accordingly, GES's motion for preliminary injunction should be granted in its entirety,
as follows:

- 1) Enjoining and restraining Shores from soliciting or doing business with any clients of GES;
- 2) Enjoining and restraining Shores from performing any work which would be in competition with GES; and
- 3) Granting GES such other and further relief as the Court deems just and proper.

DATED this 1st day of March, 2017.

JOLLEY URGAL WOODBURY & LITTLE

By: 

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

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 1st day of March, 2017, I served the foregoing Reply in Support of 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 1st, 2017 at Las Vegas, Nevada.



An Employee of JOLLEY URGALITTLE
& LITTLE

EXHIBIT 1

EXHIBIT 1

DECLARATION OF JON MASSIMINO

1. I have personal knowledge of the matters set forth herein, except as to those matters stated on information and belief, which I believe to be true. I am competent to testify as to the matters set forth herein if called upon to do so. I make this Declaration in Support of Plaintiff Global Experience Specialists, Inc.'s ("GES") Reply in Support of Motion for Preliminary Injunction (the "Motion").

2. I am an Assistant Secretary of GES. GES operates at conventions, trade shows, and events throughout the United States and internationally. Southern California is among GES' largest markets.

3. Attached hereto as Exhibit 1-A are print-outs from the GES website of events for which GES offers its services. The website URL is https://ordering.ges.com/?utm_source=header&utm_medium=Website&utm_content=Order%20and%20Ship&utm_campaign=expresso-link and was last visited on March 1, 2017. The attached pages represent shows at which GES provided or will provide its services for the period from December 2, 2015 through October 1, 2017. Clients can visit GES' website, click on the links for the listed shows, and GES will provide the requested services for the client at the event.

I declare under penalties of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 1st day of March, 2017.


JON MASSIMINO

EXHIBIT 1-A

EXHIBIT 1-A

Find a Show

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	Name	Date	Location
(/011601010)	AICPA Construction & Real Estate Conference (/011601010)	Thu 12/3/2015	Las Vegas, NV
(/052600784)	NAIS: People of Color Conference (/052600784)	Thu 12/3/2015	Tampa, FL
(/071600217)	AAOMS Dental Implant Conference (/071600217)	Fri 12/4/2015	Chicago, IL
(/042600221)	Rock n Roll Marathon - San Antonio (/042600221)	Fri 12/4/2015	San Antonio, TX
(/083600475)	American Society for Men's Health Annual Meeting (/083600475)	Fri 12/4/2015	Washington, DC
(/083600036)	American Epilepsy Society Annual Meeting (/083600036)	Sat 12/5/2015	Philadelphia, PA
(/051600321)	National HIV Prevention Conference (/051600321)	Sun 12/6/2015	Atlanta, GA
(/017600390)	IMN's Indexing & EFT's Conference (/017600390)	Sun 12/6/2015	Scottsdale, AZ
(/017600546)	Christian Camp & Conference Association National Conference (/017600546)	Mon 12/7/2015	Phoenix, AZ
(/011600663)	International Council of Air Shows (/011600663)	Mon 12/7/2015	Las Vegas, NV
(/017600534)	2015 Defense Maintenance and Logistics Exhibition (/017600534)	Mon 12/7/2015	Phoenix, AZ
(/081002718)	ICSC New York National Conference and Deal Making (/081002718)	Mon 12/7/2015	New York, NY
(/025600736)	Antibody Engineering & Therapeutics Annual International Conference (/025600736)	Mon 12/7/2015	San Diego, CA
(/042600422)	International Commercial Cash Operations Seminar (ICCOS) (/042600422)	Mon 12/7/2015	Fort Worth, TX
(/052671226)	Hardi Annual Conference (/052671226)	Mon 12/7/2015	Orlando, FL
(/024600459)	LOC Software Conference (/024600459)	Tue 12/8/2015	San Francisco, CA
(/052600956)	Cemtech (/052600956)	Tue 12/8/2015	Orlando, FL
(/052695670)	TDWI World Conference (/052695670)	Tue 12/8/2015	Orlando, FL
(/025600619)	ECCU 2015 Expo (/025600619)	Tue 12/8/2015	San Diego, CA
(/017600555)	Generis American Aerospace and Defense Summit (/017600555)	Tue 12/8/2015	Phoenix, AZ
(/081600393)	Massachusetts Conference for Women (/081600393)	Wed 12/9/2015	Boston, MA
(/017600262)	ASBA-ASA Annual Conference (/017600262)	Wed 12/9/2015	Phoenix, AZ
(/011601096)	Pelvic Anatomy and Gynecologic Surgery Symposium (/011601096)	Thu 12/10/2015	Las Vegas, NV
(/011600928)	NANS 2015 - North American Neuromodulation Society 19th Annual Meeting (/011600928)	Thu 12/10/2015	Las Vegas, NV

Name	Date	Location
A4M World Congress American Academy of Anti-Aging Medicine (/011600083)	Fri 12/11/2015	Las Vegas, NV
Postgraduate Assembly in Anesthesiology (/081600261)	Sat 12/12/2015	New York, NY
Annual IMFCON (/025600786)	Sun 12/13/2015	San Diego, CA
Council for Advancement & Support of Education Dist. V (/071600223)	Sun 12/13/2015	Chicago, IL
Society of Marine Mammalogy (/024600367)	Mon 12/14/2015	San Francisco, CA
Inside Bitcoins San Diego (/025600720)	Tue 12/15/2015	San Diego, CA
Holiday Showcase (Chicago) (/071600188)	Tue 12/15/2015	Chicago, IL
RoboUniverse - San Diego (/025600700)	Tue 12/15/2015	San Diego, CA
NY Society for Gastrointestinal Endoscopy (/081600307)	Thu 12/17/2015	New York, NY
Chick-Fil-A Peach Bowl FanFest (/051600381)	Thu 12/31/2015	Atlanta, GA
Allied Social Science Assn Annual Meeting (/024695100)	Sun 1/3/2016	San Francisco, CA
Big Rock West Dealers Show (/011600644)	Mon 1/4/2016	Las Vegas, NV
Storage Visions (/011600937)	Mon 1/4/2016	Las Vegas, NV
RCMA Emerge Conference (/025600280)	Wed 1/6/2016	San Diego, CA
Poolcorp Retail Summit (/052600917)	Wed 1/6/2016	Orlando, FL
AGENDA Long Beach Winter (/022600207)	Thu 1/7/2016	Long Beach, CA
Linguistic Society of America Annual Meeting (/083600492)	Fri 1/8/2016	Washington, DC
American Library Association Midwinter Meeting (/081600210)	Fri 1/8/2016	Boston, MA
American Historical Association (/051600325)	Fri 1/8/2016	Atlanta, GA
Diocese of Reno Annual Conference (/015600534)	Fri 1/8/2016	Reno, NV
Utah School Boards Association (/014600230)	Fri 1/8/2016	Salt Lake City, UT
Affiliate Summit West (/011600930)	Sun 1/10/2016	Las Vegas, NV
Plant & Animal Genome Conference (PAG) XXIV (/025600418)	Sun 1/10/2016	San Diego, CA
Cetera Advisors Connect 2016 (/052600989)	Mon 1/11/2016	Kissimmee, FL
The Special Event (/052600861)	Wed 1/13/2016	Orlando, FL
Horizon Distributors (/017600572)	Wed 1/13/2016	Phoenix, AZ
National Association of Catastrophe Adjusters Annual Convention (/011601099)	Wed 1/13/2016	Las Vegas, NV
AAHS ASPN ASRM Annual Meetings (/017600538)	Wed 1/13/2016	Scottsdale, AZ
DQ Expo (/052600865)	Thu 1/14/2016	San Juan, PR

Name	Date	Location
Surf Expo - Winter 2016 (/052600720)	Thu 1/14/2016	Orlando, FL
(/052600720)		
National Soccer Coaches Association of America Annual Convention (/083002462)	Thu 1/14/2016	Baltimore, MD
(/083002462)		
Cubs Convention 2016 (/071600627)	Fri 1/15/2016	Chicago, IL
(/071600627)		
Breakthroughs in Neurology Conference (/052600983)	Fri 1/15/2016	Champions Gate, FL
(/052600983)		
Orlando Dermatology Aesthetic and Clinical Conference (/052600724)	Fri 1/15/2016	ChampionsGate, FL
(/052600724)		
NAVC 2016 (/052695644)	Sat 1/16/2016	Orlando, FL
(/052695644)		
Association of Performing Arts Presenters (/081600306)	Sat 1/16/2016	New York, NY
(/081600306)		
Rotary International - Assembly (/025600789)	Mon 1/18/2016	San Diego, CA
(/025600789)		
AICPA Advanced Personal Financial Planning (/011600923)	Mon 1/18/2016	Las Vegas, NV
(/011600923)		
ServiceNow Sales Kickoff 2016 (/052695847)	Tue 1/19/2016	Orlando, FL
(/052695847)		
Minnesota Pork Congress (/079600183)	Tue 1/19/2016	Minneapolis, MN
(/079600183)		
Drug Delivery Partnerships (/052600893)	Wed 1/20/2016	Palm Beach Gardens, FL
(/052600893)		
DesignCon (/024600143)	Wed 1/20/2016	Santa Clara, CA
(/024600143)		
INTIX 37th Annual Conference and Exhibition (/022600451)	Wed 1/20/2016	Anaheim, CA
(/022600451)		
Dallas Temp Show January (/042600407)	Wed 1/20/2016	Dallas, TX
(/042600407)		
Open Minds: The Chicago Early Education, Child Care & School Age Conference (/071600451)	Thu 1/21/2016	Chicago, IL
(/071600451)		
Wild Sheep Foundation Annual Conference (/015600244)	Thu 1/21/2016	Reno, NV
(/015600244)		
ASHI Conference (/025600716)	Sun 1/24/2016	San Diego, CA
(/025600716)		
Continental Buying Group - Projection Show (/052600888)	Mon 1/25/2016	Orlando, FL
(/052600888)		
Winter Sports Market (/016600132)	Mon 1/25/2016	Denver, CO
(/016600132)		
Phacilitate Cell & Gene Therapy Forum (/083600467)	Mon 1/25/2016	Washington DC
(/083600467)		
USENIX-Enigma (/024600407)	Mon 1/25/2016	San Francisco, CA
(/024600407)		
30th Annual San Diego Conference on Child and Family Maltreatment (/025600775)	Mon 1/25/2016	San Diego, CA
(/025600775)		
Public Affairs Council (/052695778)	Mon 1/25/2016	Orlando, FL
(/052695778)		
International Production & Processing Expo (/051600121)	Tue 1/26/2016	Atlanta, GA
(/051600121)		
ITEXPO Fort Lauderdale 2016 and IOT Fort Lauderdale 2016 (/052600867)	Tue 1/26/2016	Ft Lauderdale, FL
(/052600867)		
Inman Connect - New York (/081600461)	Tue 1/26/2016	New York, NY
(/081600461)		
American Hotel Register Expo (/071600624)	Tue 1/26/2016	Chicago, IL
(/071600624)		
Dallas Apparel & Accessories Market - January (/042600328)	Wed 1/27/2016	Dallas, TX
(/042600328)		

Name	Date	Location
Nevada Independent Insurance Agents Annual Tradeshow (/015600521) (/015600521)	Thu 1/28/2016	Reno, NV
Society for Cardiovascular Magnetic Resonance (/022600647) (/022600647)	Thu 1/28/2016	Los Angeles, CA
Powering Africa: Summit (/083600503) (/083600503)	Thu 1/28/2016	Washington, DC
SIA Snow Show (/016000666) (/016000666)	Thu 1/28/2016	Denver, CO
Seattle International Boat Show (/061600456) (/061600456)	Fri 1/29/2016	Seattle, WA
2016 Preview Event (/011600994) (/011600994)	Fri 1/29/2016	Las Vegas, NV
The Men's Show - February (/042600326) (/042600326)	Sat 1/30/2016	Dallas, TX
International Salon and Spa Expo (/022600321) (/022600321)	Sat 1/30/2016	Long Beach, CA
Perfect Wedding Guide (/052695772) (/052695772)	Sun 1/31/2016	Orlando, FL
CREF/MultiFamily Housing Convention & Expo (/052600976) (/052600976)	Sun 1/31/2016	Orlando, FL
Plastics Recycling Conference (/053600348) (/053600348)	Mon 2/1/2016	New Orleans, LA
MWI Vet Supply (/052695782) (/052695782)	Mon 2/1/2016	Orlando, FL
AESP's 26th National Conference & Expo (/017600335) (/017600335)	Mon 2/1/2016	Phoenix, AZ
2016 AAPAN Annual Forum (/022600517) (/022600517)	Mon 2/1/2016	Dana Point, CA
Utah Stemfest (/014600261) (/014600261)	Tue 2/2/2016	Salt Lake City, UT
Hanger Education Fair (/011600191) (/011600191)	Tue 2/2/2016	Las Vegas, NV
2016 ICMG Annual Conference (/017600539) (/017600539)	Tue 2/2/2016	Phoenix, AZ
AGTA Gemfair™ In Tucson (/017600382) (/017600382)	Tue 2/2/2016	Tucson, AZ

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Name	Date	Location
Landscape Industry Show (/022600676)	Wed 2/3/2016	Ontario, CA
American Academy of Dental Group Practice Annual Conference & Exhibition (/011600942)	Wed 2/3/2016	Las Vegas, NV
Lextron Animal Health (/015600536)	Wed 2/3/2016	Reno, NV
W.A.C.E. Annual Conference (/024600450)	Wed 2/3/2016	Burlingame, CA
Chain Drug Marketing Association Annual Trade Expo (/011600804)	Wed 2/3/2016	Las Vegas, NV
Long Beach Coin & Collectibles Expo - Winter (/022600525)	Wed 2/3/2016	Long Beach, CA
TD Ameritrade Institutional National Conference (/052600346)	Wed 2/3/2016	Orlando, FL
Maurice Sporting Goods (/071600728)	Wed 2/3/2016	Chicago, IL
Marine West (/025003986)	Wed 2/3/2016	Camp Pendleton, CA
Motor Trend International Auto Show - Baltimore (/083600174)	Thu 2/4/2016	Baltimore, MD
Clark Atlanta University Career Fair (/051600408)	Fri 2/5/2016	Atlanta, GA
2016 Grainger Show (/052600398)	Mon 2/8/2016	Orlando, FL
Digital Entertainment World (/022600772)	Tue 2/9/2016	Los Angeles, CA
Traffic and Conversion Summit 2016 (/025600787)	Tue 2/9/2016	San Diego, CA
Pollstar Live (/024600422)	Wed 2/10/2016	San Francisco, CA
Running USA (/022600684)	Wed 2/10/2016	Los Angeles, CA
LeadingAge Minnesota Institute (/079600126)	Wed 2/10/2016	Minneapolis, MN
MAC Tools Tool Fair (/011600798)	Wed 2/10/2016	Las Vegas, NV
LINE-X Global Leaders Conference (/025600814)	Thu 2/11/2016	San Diego, CA
South Beach Symposium (/052600946)	Thu 2/11/2016	Miami Beach, FL
Chicago Auto Show (/071600454)	Thu 2/11/2016	Chicago, IL
Western Hunting and Conservation Expo (/014600254)	Thu 2/11/2016	Salt Lake City, UT
ICSC Spring VRN (/052695843)	Thu 2/11/2016	Orlando, FL
National Archery Buyer's Association (/015600234)	Fri 2/12/2016	Reno, NV

	Name	Date	Location
(/025600807)	NCR Focus Conference (/025600807)	Fri 2/12/2016	Coronado, CA
(/052600670)	ICOI Winter Implant Symposium (/052600670)	Fri 2/12/2016	Miami, FL
(/052600944)	Trustee and Administrators Institute - February (/052600944)	Sun 2/14/2016	Lake Buena Vista, FL
(/017600549)	National Conference on Artificial Intelligence (/017600549)	Sun 2/14/2016	Phoenix, AZ
(/011600859)	OFF Price Specialist Show - Winter (/011600859)	Sun 2/14/2016	Las Vegas, NV
(/011600965)	Capsule Las Vegas (/011600965)	Sun 2/14/2016	Las Vegas, NV
(/011600309)	Agenda Las Vegas Winter (/011600309)	Mon 2/15/2016	Las Vegas, NV
(/052600111)	Outsourcing World Summit (/052600111)	Mon 2/15/2016	Lake Buena Vista, FL
(/011600480)	FN PLATFORM (/011600480)	Tue 2/16/2016	Las Vegas, NV
(/011600703)	PROJECT WOMENS (/011600703)	Tue 2/16/2016	Las Vegas, NV
(/052600977)	MBA's National Mortgage Servicing Conference & Expo 2016 (/052600977)	Tue 2/16/2016	Orlando, FL
(/011600485)	PROJECT / THE TENTS / THE COLLECTIVE / POOL (/011600485)	Tue 2/16/2016	Las Vegas, NV
(/052695849)	RAA Catastrophe Modeling Seminar (/052695849)	Tue 2/16/2016	Orlando, FL
(/011600489)	WWD MAGIC / Sourcing at MAGIC / WSA at MAGIC / playground / CurveNV (/011600489)	Tue 2/16/2016	Las Vegas, NV
(/079600149)	Minnesota Private Colleges Job Fair (/079600149)	Wed 2/17/2016	Minneapolis, MN
(/025600706)	AFCEA/USNI WEST 2016 (/025600706)	Wed 2/17/2016	San Diego, CA
(/015600526)	Association of Academic Physiatrists Annual Educational Conference (/015600526)	Thu 2/18/2016	Sacramento, CA
(/022600068)	American Physical Therapy Association Combined Sections Meeting (/022600068)	Thu 2/18/2016	Anaheim, CA
(/071600365)	US Hispanic Leadership Institute (/071600365)	Thu 2/18/2016	Chicago, IL
(/025600788)	American Academy of Pain Medicine Annual Meeting (/025600788)	Thu 2/18/2016	Palm Springs, CA
(/042600424)	International Erosion Control Association (/042600424)	Thu 2/18/2016	San Antonio, TX
(/011600969)	Master Halco Masters Club (/011600969)	Thu 2/18/2016	Las Vegas, NV
(/017600575)	Banfield National Field Leadership Conference (/017600575)	Thu 2/18/2016	Phoenix, AZ
(/017600510)	Multidisciplinary Head and Neck Cancer Symposium (/017600510)	Thu 2/18/2016	Phoenix, AZ
(/042600237)	True Value Spring & Rental Reunion (/042600237)	Fri 2/19/2016	Houston, TX
(/017600533)	2016 ASDIN Annual Scientific Meeting (/017600533)	Fri 2/19/2016	Phoenix, AZ
(/071600257)	Greater Milwaukee Auto Show (/071600257)	Sat 2/20/2016	Milwaukee, WI
(/061600711)	Seattle Home Show (/061600711)	Sat 2/20/2016	Seattle, WA
(/025600573)	Association for Research in Otolaryngology (/025600573)	Sat 2/20/2016	San Diego, CA

	Name	Date	Location
(/052600920)	The First-Year Experience Annual Conference (/052600920)	Sat 2/20/2016	Orlando, FL
(/051630015)	Bronner Bros. Mid-Winter International Beauty Show (/051630015)	Sat 2/20/2016	Atlanta, GA
(/052003460)	SCCM 45th Critical Care Congress (/052003460)	Sun 2/21/2016	Orlando, FL
(/022600773)	California Community College Information System Officers Association (/022600773)	Sun 2/21/2016	Garden Grove, CA
(/052600839)	NATSO Inc. (/052600839)	Mon 2/22/2016	Lake Buena Vista, FL
(/011600311)	Aquaculture 2016 (/011600311)	Mon 2/22/2016	Las Vegas, NV
(/051600338)	Annual Meat Conference (/051600338)	Mon 2/22/2016	Nashville, TN
(/017600551)	Staffing Industry Executive Forum (/017600551)	Tue 2/23/2016	Phoenix, AZ
(/022600810)	California Unified Program Conference (/022600810)	Tue 2/23/2016	Los Angeles, CA
(/081600405)	Quirk's Event (/081600405)	Tue 2/23/2016	New York, NY
(/022600756)	Unified Sell-Abration (/022600756)	Tue 2/23/2016	Long Beach, CA
(/083600284)	Association of Government Accountants National Leadership Training (/083600284)	Tue 2/23/2016	Washington DC
(/016600164)	NAMIC Claims Conference (/016600164)	Tue 2/23/2016	Denver, CO
(/011601128)	Minimally Invasive Surgery Symposium (/011601128)	Tue 2/23/2016	Las Vegas, NV
(/011600362)	AACTE 68th Annual Meeting (/011600362)	Tue 2/23/2016	Las Vegas, NV
(/081600453)	Solar Power PV Conference & Expo Boston (/081600453)	Wed 2/24/2016	Boston, MA
(/022600669)	CREF (/022600669)	Wed 2/24/2016	Long Beach, CA
(/051600222)	National Religious Broadcasters Association Convention (/051600222)	Wed 2/24/2016	Nashville, TN
(/024600342)	NAIS Annual Conference (/024600342)	Thu 2/25/2016	San Francisco, CA
(/011600971)	Annex Brands, Inc. (/011600971)	Thu 2/25/2016	Las Vegas, NV
(/052600875)	Orgill Inc. Spring Dealer Market (/052600875)	Thu 2/25/2016	Orlando, FL
(/061600925)	Sewing & Stitchery Expo (/061600925)	Thu 2/25/2016	Seattle, WA
(/051600339)	Paper First Affiliates (/051600339)	Fri 2/26/2016	Nashville, TN
(/011600981)	PrimeSource PremierClub (/011600981)	Fri 2/26/2016	Las Vegas, NV
(/071600629)	LAB DAY Chicago 2016 (/071600629)	Fri 2/26/2016	Chicago
(/015600190)	Clinic of Champions (/015600190)	Fri 2/26/2016	Reno, NV
(/022600768)	Mid-Winter Radiological Conference (/022600768)	Sat 2/27/2016	Los Angeles, CA
(/015600560)	Mosquito and Vector Control Association (/015600560)	Sun 2/28/2016	Sacramento, CA
(/011600688)	ABS Vegas (/011600688)	Sun 2/28/2016	Las Vegas, NV

Name	Date	Location
ASD MARKETWeek (/011005908) (/011005908)	Sun 2/28/2016	Las Vegas, NV
PBMI Drug Benefit Conference (/025600766) (/025600766)	Mon 2/29/2016	Rancho Mirage, CA
ePharma (/081600403) (/081600403)	Mon 2/29/2016	New York, NY
RESNET Conference (/017600509) (/017600509)	Mon 2/29/2016	Phoenix, AZ
RE/MAX R4 (/011600899) (/011600899)	Mon 2/29/2016	Las Vegas, NV
HR Metrics and Analytics (/052695851) (/052695851)	Mon 2/29/2016	Orlando, FL
DVCon (/024600429) (/024600429)	Mon 2/29/2016	San Jose, CA
Medtrade Spring (/011600318) (/011600318)	Tue 3/1/2016	Las Vegas, NV
Cyber Security Implementation Workshop (/061601047) (/061601047)	Tue 3/1/2016	Seattle, WA
Western States Sheriffs' Association Annual Training Conference (/015600535) (/015600535)	Tue 3/1/2016	Reno, NV
Search Marketing Expo West - 2016 (/024600479) (/024600479)	Tue 3/1/2016	San Jose, CA
HAI HELI-EXPO (/071671288) (/071671288)	Tue 3/1/2016	Louisville, KY
ACC/AAAE Airport Planning, Design And Construction Symposium (/014600298) (/014600298)	Wed 3/2/2016	Salt Lake City, UT
Store Brands Innovation & Marketing Summit (/052600873) (/052600873)	Wed 3/2/2016	Orlando, FL
The Fred Hall Show - The Ultimate Outdoor Experience (/022600750) (/022600750)	Wed 3/2/2016	Long Beach, CA
2016 NWPCA Annual Leadership (/052695850) (/052695850)	Wed 3/2/2016	Orlando, FL
International Awards & Personalization Expo (/011600770) (/011600770)	Wed 3/2/2016	Las Vegas, NV
Society for Research on Nicotine and Tobacco Annual Meeting (/071600740) (/071600740)	Thu 3/3/2016	Chicago, IL

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Name	Date	Location
American Numismatic Assoc. National Money Show (Spring) (/042600182)	Thu 3/3/2016	Dallas, TX
The MFG Meeting: Manufacturing for Growth (/025600840)	Thu 3/3/2016	Palm Desert, CA
California Association of Directors of Activities (/015600433)	Thu 3/3/2016	Reno, NV
Marijuana Investor Summit (/024600451)	Thu 3/3/2016	San Francisco, CA
Environmental Health Symposium - Annual Conference (/025600785)	Fri 3/4/2016	San Diego, CA
Utah Ophthalmological Society Annual Scientific Meeting (/014600259)	Fri 3/4/2016	Salt Lake City, UT
LPL Financial Masters 2016 (/017630008)	Fri 3/4/2016	Phoenix, AZ
Bassmaster Classic Outdoors Expo (/042600319)	Fri 3/4/2016	Tulsa, OK
Alliance Flooring Convention (/017600517)	Sun 3/6/2016	Phoenix, AZ
Toyfest West (/011600970)	Sun 3/6/2016	Las Vegas, NV
Financial Research Administration Conference (/053600403)	Mon 3/7/2016	New Orleans, LA
Pittcon (/051600330)	Mon 3/7/2016	Atlanta, GA
Western Veterinary Conference (/011600808)	Mon 3/7/2016	Las Vegas, NV
West Marine University (/052695780)	Mon 3/7/2016	Orlando, FL
Elevate (/052600936)	Mon 3/7/2016	Orlando, FL
Nightclub & Bar Convention and Trade Show 2016 (/011600569)	Tue 3/8/2016	Las Vegas, NV
Combined Claims Conference (/022600293)	Tue 3/8/2016	Garden Grove, CA
MRC Vegas 2016 Conference (/011600775)	Tue 3/8/2016	Las Vegas, NV
ICSC Carolinas Conference & Deal Making. (/051600358)	Tue 3/8/2016	Charlotte, NC
The International Travel Goods Show (/011600642)	Tue 3/8/2016	Las Vegas, NV
Association of Aquatic Professionals (/025600031)	Tue 3/8/2016	San Diego, CA
ITEX (/052600982)	Tue 3/8/2016	Ft Lauderdale, FL
Association of Partners for Public Lands Annual Convention (/061600926)	Tue 3/8/2016	Spokane
Annual Assembly of the AAHPM and Hospice and Palliative Nurses (/071600676)	Wed 3/9/2016	Chicago, IL

Name	Date	Location
Mega Group USA (/052695833)	Wed 3/9/2016	Orlando, FL
(/052695833)		
CPRS Conference and Expo (/022600699)	Wed 3/9/2016	Long Beach, CA
(/022600699)		
Alliance Small Business Tradeshow (/061600941)	Thu 3/10/2016	Puyallup, WA
(/061600941)		
International Women In Aviation Conference (/051600383)	Thu 3/10/2016	Nashville, TN
(/051600383)		
International Conference on Technology in Collegiate Math (/051600357)	Thu 3/10/2016	Atlanta, GA
(/051600357)		
Pre-Award Research Administration (/053600404)	Thu 3/10/2016	New Orleans, LA
(/053600404)		
AMGA 2016 Annual Conference (/052695771)	Thu 3/10/2016	Orlando, FL
(/052695771)		
Natural Products Expo West Hilton (/022600748)	Thu 3/10/2016	Anaheim, CA
(/022600748)		
ASTRO Annual Refresher Course 2016 (/025600780)	Fri 3/11/2016	La Jolla, CA
(/025600780)		
2016 SPE National Conference (/011600978)	Fri 3/11/2016	Las Vegas, NV
(/011600978)		
SoCal Vape Convention (/025600846)	Fri 3/11/2016	San Diego, CA
(/025600846)		
Natural Products Expo West / Engredea (/022600280)	Fri 3/11/2016	Anaheim, CA
(/022600280)		
American Council on Education Annual Meeting (/024600272)	Sun 3/13/2016	San Francisco, CA
(/024600272)		
IWLA Annual Conference & Expo (/052600957)	Sun 3/13/2016	ChampionsGate, FL
(/052600957)		
Transporting Students with Disabilities & Preschoolers (/071600727)	Sun 3/13/2016	Louisville, KY
(/071600727)		
EHDI Annual Meeting (/025600819)	Sun 3/13/2016	San Diego, CA
(/025600819)		
Disaster Recovery Journal Spring World (/052600273)	Sun 3/13/2016	Lake Buena Vista, FL
(/052600273)		
ReThink (/081600481)	Mon 3/14/2016	New York, NY
(/081600481)		
Data Center World Global 2016 (/011671354)	Mon 3/14/2016	Las Vegas, NV
(/011671354)		
National Interdiction Conference (/015600545)	Mon 3/14/2016	Reno, NV
(/015600545)		
Government Microcircuits Applications Conference (/052601060)	Tue 3/15/2016	Orlando, FL
(/052601060)		
AUSA ILW Global Force Symposium and Exposition (/051600342)	Tue 3/15/2016	Huntsville, AL
(/051600342)		
Multi-Unit Restaurant Technology Conference (/011600686)	Tue 3/15/2016	Las Vegas, NV
(/011600686)		
International Conference & Exhibition on Device Packaging (/017600521)	Tue 3/15/2016	Phoenix, AZ
(/017600521)		
Southwest Safety Congress & Expo (/017600623)	Tue 3/15/2016	Phoenix, AZ
(/017600623)		
Popeyes IFC Tradeshow (/071600744)	Tue 3/15/2016	Chicago, IL
(/071600744)		
Global Technology Procurement Summit (/083600498)	Tue 3/15/2016	Washington DC
(/083600498)		
Indian Gaming Tradeshow & Convention (/017600394)	Tue 3/15/2016	Phoenix, AZ
(/017600394)		
BPI West (/024600406)	Tue 3/15/2016	Oakland, CA
(/024600406)		

Name	Date	Location
TSMC Technology Symposium (/024600500)	Tue 3/15/2016	San Francisco, CA
SEMI-THERM (/024600452)	Tue 3/15/2016	San Jose, CA
Learning Solutions (Guild) (/052601007)	Wed 3/16/2016	Lake Buena Vista, FL
Midwest Poultry Federation Convention (/079600029)	Wed 3/16/2016	St. Paul, MN
Global Pet Expo 2016 (/052600789)	Wed 3/16/2016	Orlando, FL
Innovative Users Group Meeting (/024600419)	Wed 3/16/2016	San Francisco, CA
International Studies Association (/051600175)	Wed 3/16/2016	Atlanta, GA
Hematology Oncology Pharmacy Association Annual Conference (/051600382)	Wed 3/16/2016	Atlanta, GA
2016 NEWPORT ADVISOR CONFERENCE (/052695862)	Wed 3/16/2016	Orlando, FL
Game Developers Conference 2016 (/024600144)	Wed 3/16/2016	San Francisco, CA
The 16th Annual Employee Health Care Conference (/025600811)	Thu 3/17/2016	San Diego, CA
AADR/CADR Annual Meeting (/022600512)	Thu 3/17/2016	Los Angeles, CA
World Congress on Continuing Professional Development (/025600863)	Thu 3/17/2016	San Diego, CA
Harbor Wholesale Grocery Show (/061600903)	Thu 3/17/2016	Seattle, WA
Congress of Neurological Surgeons (/052695872)	Thu 3/17/2016	Orlando, FL
World of Modular (/025600750)	Fri 3/18/2016	San Diego, CA
Automotive Training Expo (/061600993)	Fri 3/18/2016	Seattle, WA
ICSC Mid-Atlantic Conference & Deal Making (/083600205)	Fri 3/18/2016	Baltimore, MD
Chicago Comic & Entertainment Expo (/071600572)	Fri 3/18/2016	Chicago, IL
Cornwell Quality Tools (/042600302)	Fri 3/18/2016	Dallas, TX
First Hawaiian International Auto Show (/022600674)	Fri 3/18/2016	Honolulu, HI
SANS Institute 2016 (/052695874)	Sat 3/19/2016	Orlando, FL
Innovations (League for Innovation in the Community College) (/071600672)	Sun 3/20/2016	Chicago, IL
American ASSN Of Collegiate Registrars & Admissions Officers (/017600379)	Sun 3/20/2016	Phoenix, AZ
American Moving & Storage Association (/053600351)	Sun 3/20/2016	New Orleans, LA
American Society On Aging (/083600098)	Mon 3/21/2016	Washington, DC
National Safety Council Texas Safety Conference & Expo (/042600487)	Mon 3/21/2016	San Antonio, TX
Martech (/024600476)	Mon 3/21/2016	San Francisco, CA
All Payments Expo (apex) (/053600368)	Mon 3/21/2016	New Orleans, LA

Name	Date	Location
ADISA Spring Symposium (/025600822)	Mon 3/21/2016	San Diego, CA
(/025600822)		
Tech Data Insiders' Exchange (/014600306)	Mon 3/21/2016	Snowbird, UT
(/014600306)		
Associated Packaging National Sales Meeting (/017600515)	Mon 3/21/2016	Phoenix, AZ
(/017600515)		
Institute for Healthcare Improvement Annual International Summit (/052695860)	Mon 3/21/2016	Orlando, FL
(/052695860)		
State Healthcare IT Connect Summit (/083600499)	Mon 3/21/2016	Baltimore, MD
(/083600499)		
Jack Henry's PEC Educational Conference (/042600430)	Tue 3/22/2016	Dallas, TX
(/042600430)		
Association for Environmental Health and Sciences (/025600721)	Tue 3/22/2016	San Diego, CA
(/025600721)		
Minnesota Telecom Alliance (/079600157)	Tue 3/22/2016	Minneapolis, MN
(/079600157)		
UniPro Spring Purchasing Conference (/052601000)	Tue 3/22/2016	Tampa, FL
(/052601000)		
World of Asphalt and AGG1 Aggregates Academy & Expo (/051600247)	Tue 3/22/2016	Nashville, TN
(/051600247)		
Career Expo - Spring (Salt Lake City) (/014600145)	Tue 3/22/2016	Salt Lake City, UT
(/014600145)		
Nonprofit Technology Conference (/024600464)	Wed 3/23/2016	San Jose, CA
(/024600464)		
International Wireless Communications Expo (/011600386)	Wed 3/23/2016	Las Vegas, NV
(/011600386)		
Measurement Science Conference (/022600389)	Wed 3/23/2016	Anaheim, CA
(/022600389)		
Arizona Conference on Roads & Streets (/017600364)	Wed 3/23/2016	Tucson, AZ
(/017600364)		
Mid-Atlantic Dental Meeting (/083600167)	Thu 3/24/2016	Washington DC
(/083600167)		
Salt Lake Comic Con FanXperience (/014600266)	Thu 3/24/2016	Salt Lake City, UT
(/014600266)		
2016 Clinical Manager's Conference (/071600678)	Mon 3/28/2016	Indianapolis, IN
(/071600678)		

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(/052695881)	Florida Justice Association (/052695881)	Mon 3/28/2016	Orlando, FL
(/011600659)	Vehicle Finance Conference & Exposition (/011600659)	Tue 3/29/2016	Las Vegas, NV
(/011600975)	The United Group (/011600975)	Tue 3/29/2016	Las Vegas, NV
(/025600695)	National Catholic Educational Association (/025600695)	Tue 3/29/2016	San Diego, CA
(/053600250)	Southeastern Psychological Association Annual Meeting (/053600250)	Wed 3/30/2016	New Orleans, LA
(/052695886)	ERA 2016 International Business Conference (/052695886)	Wed 3/30/2016	Lake Buena Vista, FL
(/042600330)	Dallas Apparel & Accessories Market - March (/042600330)	Wed 3/30/2016	Dallas, TX
(/083600484)	BC3 - Breast Cancer Coordinated Care Conference (/083600484)	Thu 3/31/2016	Washington DC
(/022600237)	California Association for the Education of Young Children (/022600237)	Thu 3/31/2016	Pasadena, CA
(/052600974)	NatureWorks ITR Tradeshow (/052600974)	Thu 3/31/2016	Orlando, FL
(/083600444)	Society for Research on Adolescence (/083600444)	Thu 3/31/2016	Baltimore, MD
(/042600296)	American Organization of Nurse Executives Annual Meeting & Exposition (/042600296)	Thu 3/31/2016	Dallas, TX
(/083600485)	DLS- Diabetic Limb Salvage Conference (/083600485)	Thu 3/31/2016	Washington DC
(/022600689)	AYSO Tri-Section Meeting (/022600689)	Fri 4/1/2016	Ontario, CA
(/014600296)	Hometown Living Expo Davis (/014600296)	Fri 4/1/2016	Salt Lake City, UT
(/081671466)	The Endocrine Society Annual Scientific Meeting (/081671466)	Fri 4/1/2016	Boston, MA
(/052695781)	BJ Whole Sale Club (/052695781)	Sat 4/2/2016	Orlando, FL
(/052695875)	MSP World Conference 2016 (/052695875)	Sun 4/3/2016	Lake Buena Vista, FL
(/022600752)	MBA's National Technology in Mortgage Banking Conference & Expo 2016 (/022600752)	Sun 4/3/2016	Los Angeles, CA
(/071600753)	TAG Annual Convention (/071600753)	Sun 4/3/2016	Chicago, IL
(/052600393)	2016 IAADFS Duty Free Show of the Americas (/052600393)	Sun 4/3/2016	Orlando, FL
(/071600696)	UNOS Annual Transplant Management Forum (/071600696)	Mon 4/4/2016	Indianapolis, IN
(/051600367)	Supply Chain & Transportation USA (/051600367)	Mon 4/4/2016	Atlanta, GA
(/052601017)	Business of Airports Conference (/052601017)	Mon 4/4/2016	Orlando, FL

Name	Date	Location
American Public Power Association Engineering & Operations (/079600173)	Mon 4/4/2016	Minneapolis, MN
Midmarket CIO Forum / Midmarket CMO Forum (/052600994)	Mon 4/4/2016	Orlando, FL
Modex 2016 (/051002603)	Mon 4/4/2016	Atlanta, GA
ASCENDANT CONFERENCE (/052695859)	Mon 4/4/2016	Orlando, FL
Pace Convention & Expo (/052600970)	Mon 4/4/2016	Orlando, FL
Spirits Conference & Vendor Expo (/025600809)	Tue 4/5/2016	San Diego, CA
Sun'n Fun Fly-In (/052600885)	Tue 4/5/2016	Lakeland, FL
TESOL 2016 International Convention & English Language Expo (/083600351)	Wed 4/6/2016	Baltimore, MD
American Association of Endodontists Annual Session (/024600483)	Wed 4/6/2016	San Francisco, CA
Association of Fraternal Leadership & Values West Conference (/025600767)	Thu 4/7/2016	San Diego, CA
National Association for Information Destruction (/052600883)	Thu 4/7/2016	Orlando, FL
SOCIETY FOR AMERICAN ARCHAEOLOGY (/052695855)	Thu 4/7/2016	Orlando, FL
TIA 2016 Capital Ideas Conference & Exhibition (/042600294)	Thu 4/7/2016	San Antonio, TX
Phi Theta Kappa NerdNation 2016 (/083600230)	Thu 4/7/2016	Washington DC
Washington Education Association R/A Assembly (/061601044)	Thu 4/7/2016	Spokane, WA
Emerald City Comicon (/061600646)	Thu 4/7/2016	Seattle
American Association of Neuroscience Nurses 48th Annual Educational Meeting (/053600407)	Sat 4/9/2016	New Orleans, LA
American Association of Community Colleges (/071600643)	Sat 4/9/2016	Chicago, IL
The INCOMPAS Show: Spring 2016 (/083600329)	Sun 4/10/2016	Washington DC
Minnesota Petroleum Marketers Association (/079600053)	Mon 4/11/2016	Minneapolis, MN
Society of Gynecologic Surgeons (/025600764)	Mon 4/11/2016	Indian Wells, CA
CSC (/052695863)	Mon 4/11/2016	Orlando, FL
Inside 3D Printing / 3D Print Design / RoboUniverse / Blockchain (/081600459)	Mon 4/11/2016	New York, NY
The Greater Long Island Dental Meeting (/081600167)	Tue 4/12/2016	Melville, NY
Ingram Micro Cloud Summit 2016 (/017630006)	Tue 4/12/2016	Phoenix, AZ
American Coatings SHOW 2016 (/071600381)	Tue 4/12/2016	Indianapolis, IN
CinemaCon (/011600369)	Tue 4/12/2016	Las Vegas, NV
Northwest Public Power E and O Conference (/061600444)	Tue 4/12/2016	Spokane, WA
The 2016 NAMA OneShow (/071600212)	Wed 4/13/2016	Chicago, IL

Name	Date	Location
Villagewide (/083600541)	Wed 4/13/2016	Washington DC
(/083600541)		
NADITA Conference (/052600795)	Wed 4/13/2016	Orlando, FL
(/052600795)		
National Pronto Association Spring Shareholders Conference & Expo (/017600619)	Wed 4/13/2016	Phoenix, AZ
(/017600619)		
Society of Industrial and Office Realtors (/025600792)	Thu 4/14/2016	San Diego, CA
(/025600792)		
Society for Industrial & Organizational Psychology Annual Conference (/022600607)	Thu 4/14/2016	Anaheim, CA
(/022600607)		
SNAP! The Conference (/014600273)	Thu 4/14/2016	Salt Lake City, UT
(/014600273)		
California State Athletic Directors Association (/025600292)	Thu 4/14/2016	San Diego, CA
(/025600292)		
International Factoring Association Annual Factoring Conference (/017600487)	Thu 4/14/2016	Phoenix, AZ
(/017600487)		
THSNA Show (/071600734)	Thu 4/14/2016	Chicago, IL
(/071600734)		
Venous Symposium - New York (/081600466)	Thu 4/14/2016	New York, NY
(/081600466)		
CASBO 2016 (/022600675)	Thu 4/14/2016	Pasadena, CA
(/022600675)		
HDA Truck Pride Partners Annual Meeting (/042600387)	Fri 4/15/2016	San Antonio, TX
(/042600387)		
Salt Lake City Marathon and 5K (/014600305)	Fri 4/15/2016	Salt Lake City, UT
(/014600305)		
4th USA Science & Engineering Festival (/083630011)	Fri 4/15/2016	Washington DC
(/083630011)		
American Society of Interventional Pain Phys Annual Meeting (/042600451)	Fri 4/15/2016	Dallas, TX
(/042600451)		
Museum Store Association Retail Conference and Expo (/051600376)	Fri 4/15/2016	Atlanta, GA
(/051600376)		
Core-Mark Sacramento (/015600533)	Fri 4/15/2016	Reno, NV
(/015600533)		
OEIS National Scientific Annual Meeting (/052600962)	Fri 4/15/2016	Miami Beach, FL
(/052600962)		
Cast Expo (/079600082)	Sat 4/16/2016	Minneapolis, MN
(/079600082)		
American Medical Society for Sports Medicine Annual Meeting 2016 (/042600293)	Sat 4/16/2016	Dallas, TX
(/042600293)		
Avid Connect (/011601199)	Sat 4/16/2016	Las Vegas, NV
(/011601199)		
HDA Truck Pride CVL Meeting (/042600394)	Sat 4/16/2016	San Antonio, TX
(/042600394)		
NACAS Annual Conference (/052695770)	Sun 4/17/2016	Orlando, FL
(/052695770)		
Aquatic Animal Life Support Operators (/016600065)	Sun 4/17/2016	Loveland, CO
(/016600065)		
CETA Annual Meeting (/011601105)	Sun 4/17/2016	Las Vegas, NV
(/011601105)		
INTEX Expo (/053600367)	Mon 4/18/2016	New Orleans, LA
(/053600367)		
Infoshare Conference 2016 (/052695865)	Mon 4/18/2016	Orlando, FL
(/052695865)		
2016 SHRM Talent Management Conference and Exposition (/052695779)	Mon 4/18/2016	Orlando, FL
(/052695779)		
Southern Association of College & University Business Officers (/051600155)	Mon 4/18/2016	Asheville, NC
(/051600155)		

Name	Date	Location
mediaXchange (/083600523)	Mon 4/18/2016	Washington DC
(/083600523)		
Minnesota Education Job Fair (/079600151)	Mon 4/18/2016	Minneapolis, MN
(/079600151)		
Association of Program Directors in Internal Medicine (/011601177)	Mon 4/18/2016	Las Vegas, NV
(/011601177)		
SOCIETY FOR HUMAN RESOURCE MANAGEMENT CONF AND EXPOSITION (/052695854)	Mon 4/18/2016	Orlando, FL
(/052695854)		
[MC]2 Conference (/042600534)	Tue 4/19/2016	Dallas, TX
(/042600534)		
The Outcomes Conference CLA Dallas 2016 (/042600276)	Tue 4/19/2016	Dallas, TX
(/042600276)		
DevIntersection Spring (/052601086)	Tue 4/19/2016	Lake Buena Vista, FL
(/052601086)		
North American Tire & Retread Expo (/053600361)	Tue 4/19/2016	New Orleans, LA
(/053600361)		
Sungard Public Sector User's Group (/011601207)	Tue 4/19/2016	Las Vegas, NV
(/011601207)		
Georgia Logistics Summit (/051600424)	Tue 4/19/2016	Atlanta, GA
(/051600424)		
Enterprise Data World 2016 (/025600732)	Tue 4/19/2016	San Diego, CA
(/025600732)		
Watermark Conference for Women (/024600457)	Thu 4/21/2016	San Jose, CA
(/024600457)		
America's Family Pet Expo (/022600570)	Fri 4/22/2016	Orange County, CA
(/022600570)		
2016 PLAYLIST LIVE (/052695861)	Fri 4/22/2016	Orlando, FL
(/052695861)		
Hometown Living Expo Spring (/014600297)	Fri 4/22/2016	Salt Lake City, UT
(/014600297)		
Arizona Optometric Association Annual Spring Congress (/017600629)	Fri 4/22/2016	Phoenix, AZ
(/017600629)		
National Association of County Engineers (/061600908)	Sun 4/24/2016	Seattle, WA
(/061600908)		
National Tank Truck Carriers Annual Conference & Exhibits (/025600864)	Sun 4/24/2016	San Diego, CA
(/025600864)		

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Name	Date	Location
IMCO (/052695870)	Sun 4/24/2016	Orlando, FL
WACUBO Annual Meeting (/024600418)	Sun 4/24/2016	San Francisco, CA
IAHCSMM Annual Conference (/042600189)	Mon 4/25/2016	Dallas, TX
Drug and Alcohol Testing Industry Association (DATIA) (/011600972)	Tue 4/26/2016	Las Vegas, NV
Coal Prep 2016 (/071600279)	Tue 4/26/2016	Louisville, KY
Big O Tires Convention (/017600571)	Tue 4/26/2016	Phoenix, AZ
Navigator Emergency Dispatch Summit (/083600456)	Tue 4/26/2016	Washington DC
International Society for Heart & Lung Transplantation (/083600447)	Wed 4/27/2016	Washington, DC
GiGse Totally Gaming (/024600432)	Wed 4/27/2016	San Francisco, CA
Infosys Confluence (/024630015)	Wed 4/27/2016	San Francisco, CA
Response Expo (/025600384)	Wed 4/27/2016	San Diego, CA
Texas Academy of Nutrition and Dietetics Exhibition (/042600460)	Wed 4/27/2016	Arlington, TX
Conference For Catholic Facility Management (/017600634)	Thu 4/28/2016	Phoenix, AZ
NWFA Annual Wood Flooring Convention & Expo (/051600300)	Thu 4/28/2016	Charlotte, NC
International Vein Congress (/052600947)	Thu 4/28/2016	Miami Beach, FL
Ingredient Marketplace 2016 (/052695791)	Thu 4/28/2016	Orlando, FL
Minnesota Dental Association (/079600046)	Thu 4/28/2016	St. Paul, MN
Specialized Carriers & Rigging Association Annual Conference (/052600993)	Fri 4/29/2016	Orlando, FL
West Coast Pharmacy Exchange (/024600363)	Fri 4/29/2016	San Francisco, CA
AHOU Annual Conference (/052695891)	Sat 4/30/2016	Orlando, FL
JDA Focus (/051630013)	Sun 5/1/2016	Nashville, TN
Ameriprise Financial 2016 National Conference (/011601222)	Sun 5/1/2016	Las Vegas, NV
AIMSE Annual Marketing & Sales Conference (/052601066)	Sun 5/1/2016	Orlando, FL
National Institute of Pension Administrators Annual Forum and Expo (/011600645)	Sun 5/1/2016	Las Vegas, NV

	Name	Date	Location
(/053630011)	North America CACS 2016 Conference (/053630011)	Mon 5/2/2016	New Orleans, LA
(/011601068)	2016 Armada Specialty Pharmacy Summit (/011601068)	Mon 5/2/2016	Las Vegas, NV
(/022600790)	Western Chapter International Society of Arboriculture (/022600790)	Mon 5/2/2016	Los Angeles, CA
(/083600383)	Pharmaceutical Marketing Research Group National Conference (/083600383)	Mon 5/2/2016	Washington DC
(/011601210)	American Burn Association Annual Meeting (/011601210)	Tue 5/3/2016	Las Vegas, NV
(/011600851)	National Congress & Expo for Manufactured and Modular Housing (/011600851)	Tue 5/3/2016	Las Vegas, NV
(/011600967)	Be The Change Event (BTCE) (/011600967)	Tue 5/3/2016	Las Vegas, NV
(/016600166)	NAHAD - The Association for Hose and Accessories Distribution (/016600166)	Tue 5/3/2016	Colorado Springs, CO
(/052601079)	Used Fuel Management Conference (/052601079)	Tue 5/3/2016	ChampionsGate, FL
(/025600746)	LeadingAge California Annual Conference & Exposition (/025600746)	Tue 5/3/2016	Palm Springs, CA
(/017600492)	ESTECH 2016 (/017600492)	Tue 5/3/2016	Phoenix, AZ
(/053600396)	Association for Accounting Marketing Summit (/053600396)	Wed 5/4/2016	New Orleans, LA
(/052601103)	STAREAST 2016 (/052601103)	Wed 5/4/2016	Orlando, FL
(/017600635)	Clinical Assembly of the AOCCO-HNS Foundation Inc. (/017600635)	Thu 5/5/2016	Phoenix, AZ
(/025600111)	California State Parents and Teachers Association (/025600111)	Thu 5/5/2016	San Diego, CA
(/071600642)	NARCA Spring Conference (/071600642)	Thu 5/5/2016	Chicago, IL
(/025600791)	AUA Practice Management Conference (/025600791)	Thu 5/5/2016	San Diego, CA
(/081600468)	Global Embolization Symposium and Technologies (/081600468)	Thu 5/5/2016	New York, NY
(/014600272)	Utah Library Association (/014600272)	Thu 5/5/2016	Layton, UT
(/025600113)	AUA Annual Meeting (/025600113)	Fri 5/6/2016	San Diego, CA
(/053600269)	ASCRS Symposium & Congress (/053600269)	Sat 5/7/2016	New Orleans, LA
(/017600421)	INTEL ISEF International Science & Engineering Fair Annual Conference (/017600421)	Mon 5/9/2016	Phoenix, AZ
(/016600183)	PharmaSUG (/016600183)	Mon 5/9/2016	Denver, CO
(/011600983)	Aspect Customer Experience (ACE) (/011600983)	Mon 5/9/2016	Las Vegas, NV
(/052695890)	National Health Information Sharing and Analysis Center (/052695890)	Mon 5/9/2016	Orlando, FL
(/052695895)	Trust User Group Spring Conference (/052695895)	Mon 5/9/2016	Orlando, FL
(/011601076)	AICPA Employee Benefits Plans Conference (/011601076)	Mon 5/9/2016	Las Vegas, NV
(/022600672)	ICMI's Contact Center Expo & Conference (/022600672)	Tue 5/10/2016	Los Angeles, CA
(/053600387)	Society for Academic Emergency Medicine Annual Meeting (/053600387)	Tue 5/10/2016	New Orleans, LA

	Name	Date	Location
(/053600412)	IEEE International Frequency Control Symposium (/053600412)	Tue 5/10/2016	New Orleans, LA
(/022600696)	TIDES (/022600696)	Tue 5/10/2016	Long Beach, CA
(/083600516)	Naval Helicopter Association Symposium (/083600516)	Tue 5/10/2016	Washington DC
(/052600926)	Battcon 2016 International Stationary Battery Conference (/052600926)	Tue 5/10/2016	Boca Raton, FL
(/011600968)	Choice Hotels International (/011600968)	Tue 5/10/2016	Las Vegas, NV
(/053600400)	IAITAM Spring ACE (/053600400)	Wed 5/11/2016	New Orleans, LA
(/024600386)	Internet of Things World (/024600386)	Wed 5/11/2016	San Jose, CA
(/017600552)	New Jersey Bankers Association Annual Meeting (/017600552)	Wed 5/11/2016	Phoenix, AZ
(/015600556)	BakeMark Annual Show (/015600556)	Wed 5/11/2016	Reno, NV
(/024600176)	Apps World North America (/024600176)	Wed 5/11/2016	Santa Clara, CA
(/079600218)	Annual Rural Health Conference (/079600218)	Wed 5/11/2016	Minneapolis, MN
(/042600469)	National Mitigation & Ecosystem Banking Conference (/042600469)	Wed 5/11/2016	Dallas, TX
(/011600693)	Collection and Recovery Solutions 2016 (/011600693)	Wed 5/11/2016	Las Vegas, NV
(/042600488)	American Pain Society 35th Annual Scientific Meeting (/042600488)	Wed 5/11/2016	Austin, TX
(/083600505)	IMFAR Annual Meeting (/083600505)	Thu 5/12/2016	Baltimore, MD
(/022004625)	CDA Presents in Anaheim (/022004625)	Thu 5/12/2016	Anaheim, CA
(/052695893)	Mayo Clinic NCC Program (/052695893)	Thu 5/12/2016	Orlando, FL
(/052600911)	AMMG Clinical Applications for Age Management Medicine Conference - Spring (/052600911)	Thu 5/12/2016	ChampionsGate, FL
(/025670087)	Institute for Functional Medicine Annual International Conference (/025670087)	Thu 5/12/2016	San Diego, CA
(/011601103)	College Athletic Trainers Society Spring Symposium (/011601103)	Thu 5/12/2016	Las Vegas, NV
(/015600523)	California Moving & Storage Association (/015600523)	Thu 5/12/2016	Reno, NV
(/079600200)	American Society of Pediatric Hematology & Oncology (ASPHO) 29th Annual Meeting (/079600200)	Thu 5/12/2016	Minneapolis, MN
(/042600168)	Gulf Coast Symposium on HR Issues (/042600168)	Thu 5/12/2016	Houston, TX
(/022600711)	Lab Day West (/022600711)	Sat 5/14/2016	Garden Grove, CA
(/081600485)	New York Baby Expo (/081600485)	Sat 5/14/2016	New York, NY
(/081600336)	International Contemporary Furniture Fair (/081600336)	Sat 5/14/2016	New York, NY
(/081600337)	Surtext (/081600337)	Sun 5/15/2016	New York, NY
(/053600327)	2016 ASPR Annual Conference (/053600327)	Sun 5/15/2016	New Orleans, LA
(/081600457)	MBA's National Secondary Market Conference (/081600457)	Sun 5/15/2016	New York, NY

	Name	Date	Location
(/081600338)	National Stationery Show (/081600338)	Sun 5/15/2016	New York, NY
(/071600390)	American Society for Quality World Conference on Quality and Improvement (/071600390)	Sun 5/15/2016	Milwaukee, WI
(/025600796)	National Conference on Public Employee Retirement Systems (/025600796)	Sun 5/15/2016	San Diego, CA
(/052695852)	Blue National Summit (/052695852)	Mon 5/16/2016	Orlando, FL
(/071630008)	ISM2016 Annual Conference (/071630008)	Mon 5/16/2016	Indianapolis, IN
(/081600409)	WERC Annual Conference (/081600409)	Mon 5/16/2016	Providence, RI
(/051600237)	National Head Start Association Annual Training Conference (/051600237)	Tue 5/17/2016	Nashville, TN
(/053600402)	Automotive Content Professional Network (ACPN) (/053600402)	Tue 5/17/2016	New Orleans, LA
(/053600440)	Marketing Research Association Insights & Strategies Conference (/053600440)	Wed 5/18/2016	New Orleans, LA
(/017600530)	2016 NAPFA Spring Conference (/017600530)	Wed 5/18/2016	Phoenix, AZ
(/051600203)	International Parking Institute Conference and Expo (/051600203)	Wed 5/18/2016	Nashville, TN
(/011600893)	International Congress on Integrative Medicine and Health (ICIMH) (/011600893)	Wed 5/18/2016	Las Vegas, NV
(/052601085)	CIFPs Annual National Conference (/052601085)	Wed 5/18/2016	Lake Buena Vista, FL
(/024600527)	NACBA Annual Convention (/024600527)	Thu 5/19/2016	San Francisco, CA
(/052600773)	A4M, American Academy of Anti-Aging Medicine - Spring (/052600773)	Thu 5/19/2016	Ft Lauderdale, FL
(/052601008)	Mechanisms of Perfusion (/052601008)	Thu 5/19/2016	ChampionsGate, FL
(/052695892)	FSIPP Conference 2016 (/052695892)	Thu 5/19/2016	Orlando, FL
(/052600958)	Child Life Council Annual Conference on Professional Issues (/052600958)	Thu 5/19/2016	Lake Buena Vista, FL

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Name	Date	Location
AfSA Annual Independents Conference and Exposition (/017600535)	Thu 5/19/2016	Phoenix, AZ
(/017600535)		
2016 National Rifle Association Annual Meetings & Exhibits (/071671352)	Fri 5/20/2016	Louisville, KY
(/071671352)		
Taking Control of Your Diabetes (/083600547)	Sat 5/21/2016	Washington DC
(/083600547)		
NRA Show® 2016 (/071600540)	Sat 5/21/2016	Chicago, IL
(/071600540)		
Off Road Expo (/014600328)	Sat 5/21/2016	Sandy, UT
(/014600328)		
Beverage Alcohol for Restaurants at NRA Show (/071600648)	Sun 5/22/2016	Chicago, IL
(/071600648)		
ICSC RECon (/011600474)	Mon 5/23/2016	Las Vegas, NV
(/011600474)		
National Healthcare Marketing Strategies Summit (/071600625)	Mon 5/23/2016	Chicago, IL
(/071600625)		
Amplify by GPUG (/022600872)	Mon 5/23/2016	Anaheim, CA
(/022600872)		
National Association of Educational Procurement (/042600284)	Mon 5/23/2016	San Antonio, TX
(/042600284)		
Association of Legal Administrators (/022600148)	Mon 5/23/2016	Los Angeles, CA
(/022600148)		
63rd Annual Industry Conference and Supplier Expo: Nuclear Energy Assembly (/052601078)	Mon 5/23/2016	Miami, FL
(/052601078)		
National Association of Workforce Development Professionals Annual Conference (/052601101)	Tue 5/24/2016	Orlando, FL
(/052601101)		
Society for Information Display (/024600400)	Tue 5/24/2016	San Francisco, CA
(/024600400)		
National Alliance of Buy Here Pay Here Conference – Spring (/011600962)	Tue 5/24/2016	Las Vegas, NV
(/011600962)		
AICPA Tax Strategies for the High-Income Individual (/011601180)	Tue 5/24/2016	Las Vegas, NV
(/011601180)		
SAMPE 2016 (/022600501)	Tue 5/24/2016	Long Beach, CA
(/022600501)		
Assn of the U.S. Army ILW LANPAC Symposium & Exposition (/022600677)	Tue 5/24/2016	Honolulu, HI
(/022600677)		
Space Tech Expo & Aerospace Electrical Systems Expo (/022600678)	Tue 5/24/2016	Pasadena, CA
(/022600678)		
WINDPOWER Conference & Exhibition (/053001675)	Tue 5/24/2016	New Orleans, LA
(/053001675)		
Boy Scouts of America Annual Meeting (/025600781)	Wed 5/25/2016	San Diego, CA
(/025600781)		
Windy City Summit (/071600291)	Wed 5/25/2016	Chicago, IL
(/071600291)		
National Association of Healthcare Access Management (/053600376)	Wed 5/25/2016	New Orleans, LA
(/053600376)		
Excell Spring (/017600652)	Wed 5/25/2016	Phoenix, AZ
(/017600652)		

Name	Date	Location
Association for Psychological Science (/071600385)	Thu 5/26/2016	Chicago, IL
USA Volleyball Open National Championships (/052601088)	Fri 5/27/2016	Orlando, FL
California Society of Plastic Surgeons (/022600806)	Sat 5/28/2016	Los Angeles, CA
PyCon Annual Conference (/061600913)	Sun 5/29/2016	Portland
Continental Buying Group (/011600344)	Tue 5/31/2016	Las Vegas, NV
National Conference on Race & Ethnicity in American Higher Education NCORE (/024600462)	Tue 5/31/2016	San Francisco, CA
Medical Users Software Exchange (/052600666)	Wed 6/1/2016	Kissimmee, FL
Clean Energy Ministerial (/024600531)	Wed 6/1/2016	San Francisco, CA
AIR Annual Forum (/053600420)	Wed 6/1/2016	New Orleans, LA
ECTC - Electronic Components and Technology Conference (/011600884)	Wed 6/1/2016	Las Vegas, NV
Augmented World Expo (/024600507)	Wed 6/1/2016	Santa Clara, CA
ASMC PDI (/052601018)	Wed 6/1/2016	Orlando, FL
California Accounting & Business Show & Conference (/022600247)	Wed 6/1/2016	Los Angeles, CA
COUTURE (/011005901)	Thu 6/2/2016	Las Vegas, NV
ACHA Annual Meeting (/024600431)	Thu 6/2/2016	San Francisco, CA
Awesome Con DC (/083600550)	Fri 6/3/2016	Washington DC
California Chiropractic Association (/025600730)	Fri 6/3/2016	San Diego, CA
IAUG Engage 2016 (/052695858)	Sat 6/4/2016	Orlando, FL
Spring Diagnostic Ultrasound Conference (/022600771)	Sat 6/4/2016	Pasadena, CA
Dairy-Deli-Bake Seminar & Expo (/042600112)	Sun 6/5/2016	Houston, TX
Design Automation Conference (/042600416)	Sun 6/5/2016	Austin, TX
AICPA Practitioners Symposium and Tech+ Conference (/011600933)	Sun 6/5/2016	Las Vegas, NV
NIRI Annual Conference & Showcase (/025600587)	Sun 6/5/2016	San Diego, CA
Semiconductor Wafer Test Workshop (/025600598)	Mon 6/6/2016	San Diego, CA
Inspire (/025630016)	Mon 6/6/2016	San Diego, CA
National Notary Association Annual Conference (/022600709)	Mon 6/6/2016	Garden Grove, CA
IEEE Photovoltaic Specialists Conference (/061600957)	Mon 6/6/2016	Portland, OR
National Association of Colleges and Employers (/071600632)	Tue 6/7/2016	Chicago, IL
WasteExpo (/011600387)	Tue 6/7/2016	Las Vegas, NV

	Name	Date	Location
(/025600889)	Contractors Transportation Management Association Workshop (/025600889)	Tue 6/7/2016	San Diego, CA
(/042600495)	FocusOn Learning (/042600495)	Wed 6/8/2016	Austin, TX
(/022600523)	Long Beach Coin & Collectibles Expo - Spring (/022600523)	Wed 6/8/2016	Long Beach, CA
(/042600537)	Association for Healthcare Foodservice Conference and Exhibits (/042600537)	Wed 6/8/2016	Dallas, TX
(/051600318)	APTA NEXT (/051600318)	Wed 6/8/2016	Nashville, TN
(/053600452)	OPEN MINDS Strategy & Innovation Institute (/053600452)	Wed 6/8/2016	New Orleans, LA
(/083600551)	2016 Veeva Commercial Summit (/083600551)	Wed 6/8/2016	Philadelphia, PA
(/042600329)	Dallas Apparel & Accessories Market - June (/042600329)	Wed 6/8/2016	Dallas, TX
(/011601236)	Agile Development, Better Software and DevOps Conference West (/011601236)	Wed 6/8/2016	Las Vegas, NV
(/083600548)	Planned Parenthood National Conference (/083600548)	Wed 6/8/2016	Washington DC
(/011601064)	PRP and Regenerative Medicine Symposium (TOBI) (/011601064)	Thu 6/9/2016	Las Vegas, NV
(/011600898)	Undersea and Hyperbaric Medical Society Annual Meeting (/011600898)	Thu 6/9/2016	Las Vegas, NV
(/014600327)	Leavitt Group Conference (/014600327)	Thu 6/9/2016	Salt Lake City, UT
(/025600839)	SDG&E Client Appreciation Showcase (/025600839)	Fri 6/10/2016	San Diego, CA
(/052601006)	2016 GMDC GM Marketing Conference (/052601006)	Fri 6/10/2016	Orlando, FL
(/011600579)	NACM's 120th Credit Congress & Expo (/011600579)	Sun 6/12/2016	Las Vegas, NV
(/071600641)	ANFP Annual Conference & Expo (/071600641)	Sun 6/12/2016	Indianapolis, IN
(/017600648)	IPMI Annual Conference (/017600648)	Sun 6/12/2016	Phoenix, AZ
(/042600467)	Healthcare Industry User Group (/042600467)	Sun 6/12/2016	San Antonio, TX
(/017600650)	Cetera Financial Institutions National Conference (/017600650)	Mon 6/13/2016	Phoenix, AZ
(/017600088)	American Public Power Association National Conference (/017600088)	Mon 6/13/2016	Phoenix, AZ
(/052601074)	47th Power Sources Conference and Exhibition (/052601074)	Mon 6/13/2016	Orlando, FL
(/015600570)	Information Builders Summit (/015600570)	Mon 6/13/2016	Reno, NV
(/083630026)	United States of Women (/083630026)	Tue 6/14/2016	Washington DC
(/052601077)	National Nuclear Security Conference (/052601077)	Tue 6/14/2016	Orlando, FL
(/022600242)	E3 2016 (/022600242)	Tue 6/14/2016	Los Angeles, CA
(/061600975)	NCSHA's Housing Credit Connect Marketplace (/061600975)	Tue 6/14/2016	Seattle, WA
(/083600458)	PLANSPPONSOR National Conference (/083600458)	Wed 6/15/2016	Washington DC
(/011601178)	World Tea Expo (/011601178)	Wed 6/15/2016	Las Vegas, NV

Name	Date	Location
Sales Machine (/081600496)	Wed 6/15/2016	New York, NY
Business Expo (Las Vegas) (/011601241)	Wed 6/15/2016	Las Vegas, NV
FAIA 112th Convention & Education Symposium (/052695869)	Thu 6/16/2016	Orlando, FL
2016 Online Teaching Conference (/025600823)	Thu 6/16/2016	San Diego, CA
Pacific Northwest Dental Conference (/061600744)	Thu 6/16/2016	Seattle, WA
31st Annual WHO Convention - Washington Homeschool Organization (/061600965)	Fri 6/17/2016	Seattle, WA
DockerCon 2016 (/061601016)	Sun 6/19/2016	Seattle, WA
EPRI International Low Level Waste Conference (/052695868)	Mon 6/20/2016	Orlando, FL
SocialPro by Marketing Land (/061601048)	Mon 6/20/2016	Seattle, WA
Association of State Floodplain Managers Annual Conference (/071600557)	Mon 6/20/2016	Grand Rapids, MI
DattoCon16 (/051600430)	Mon 6/20/2016	Nashville, TN
Domino's Pizza Worldwide Rally (/011600990)	Mon 6/20/2016	Las Vegas, NV
International District Energy Association (/079600177)	Mon 6/20/2016	Minneapolis, MN
National Conference on Student Assessment (/083600508)	Mon 6/20/2016	Philadelphia, PA
HITEC (/053600239)	Tue 6/21/2016	New Orleans, LA
Fleet Feet Sports Trade Show (/022600686)	Tue 6/21/2016	Huntington Beach, CA
Northwest Indian Gaming Conference and Expo (/061600982)	Tue 6/21/2016	Seattle, WA
Licensing Expo (/011600504)	Tue 6/21/2016	Las Vegas, NV

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(/083600363)	Premier Annual Breakthroughs Conference and Exhibition (/083600363)	Wed 6/22/2016	Washington, DC
(/014600317)	Hay & Forage Expo (/014600317)	Wed 6/22/2016	Boone, IA
(/011600982)	AILA Annual Conference on Immigration Law (/011600982)	Wed 6/22/2016	Las Vegas, NV
(/061601049)	Search Marketing Expo Advanced (/061601049)	Wed 6/22/2016	Seattle, WA
(/024600391)	Sensors Expo (/024600391)	Wed 6/22/2016	San Jose, CA
(/053600461)	Revenue Optimization Conference (/053600461)	Wed 6/22/2016	New Orleans, LA
(/022600478)	VidCon 2016 (/022600478)	Thu 6/23/2016	Anaheim, CA
(/052695867)	Hotsy National Dealer Conference (/052695867)	Thu 6/23/2016	Orlando, FL
(/017600520)	Volleyball Festival (/017600520)	Thu 6/23/2016	Phoenix, AZ
(/042600406)	Dallas Temp Show June (/042600406)	Thu 6/23/2016	Dallas, TX
(/052600921)	National Association of Black Accountants Annual Convention (/052600921)	Thu 6/23/2016	Hollywood, FL
(/024600265)	Pacific Veterinary Conference (/024600265)	Fri 6/24/2016	San Francisco, CA
(/025600882)	Jazzercise (/025600882)	Fri 6/24/2016	Palm Desert, CA
(/052600492)	American Library Association Annual Conference & Exhibition (/052600492)	Fri 6/24/2016	Orlando, FL
(/052695900)	FFEDA 2016 (/052695900)	Sat 6/25/2016	Orlando, FL
(/022600890)	BET Experience (/022600890)	Sat 6/25/2016	Los Angeles, CA
(/042600347)	Texas Restaurant Association Marketplace 2016 (/042600347)	Sun 6/26/2016	Houston, TX
(/022600868)	IMN's Global Indexing & ETFs (/022600868)	Sun 6/26/2016	Dana Point, CA
(/011600585)	ANI: The 2016 HFMA National Institute (/011600585)	Sun 6/26/2016	Las Vegas, NV
(/071600669)	ODTUG (/071600669)	Sun 6/26/2016	Chicago, IL
(/083600436)	Association of Luxury Suite Directors Conference and Tradeshow (/083600436)	Sun 6/26/2016	Pittsburgh, PA
(/053600073)	American Society for Engineering Education Annual Conference (/053600073)	Sun 6/26/2016	New Orleans, LA
(/011600985)	Trustee and Administrators Institute - June (/011600985)	Sun 6/26/2016	Las Vegas, NV

	Name	Date	Location
(/083600563)	Neural Interfaces (NIC) Joint Meeting (/083600563)	Sun 6/26/2016	Washington DC
(/071600560)	Team Sports Conference & Expo (/071600560)	Mon 6/27/2016	Chicago, IL
(/024600306)	World Congress Of Brachytherapy (/024600306)	Mon 6/27/2016	San Francisco, CA
(/052695848)	National PTA (/052695848)	Tue 6/28/2016	Orlando, FL
(/053600401)	Academy of International Business Annual Meeting (/053600401)	Tue 6/28/2016	New Orleans, LA
(/071600459)	The Summer Luggage, Gift & Travel Goods Show 2016 (/071600459)	Tue 6/28/2016	Chicago, IL
(/081600417)	Festival of Genomics Boston (/081600417)	Tue 6/28/2016	Boston, MA
(/051600347)	ASME Power and Energy Conference (/051600347)	Tue 6/28/2016	Charlotte, NC
(/022600209)	AGENDA Long Beach Summer (/022600209)	Wed 6/29/2016	Long Beach, CA
(/016600123)	2016 AG Bell Convention (/016600123)	Thu 6/30/2016	Denver, CO
(/051600422)	American Harp Society National Conference (/051600422)	Thu 6/30/2016	Atlanta, GA
(/081600467)	American Association of Physicians of Indian Origin Annual Convention (/081600467)	Fri 7/1/2016	New York, NY
(/079600166)	ACB Annual Conference and Convention (/079600166)	Sat 7/2/2016	Minneapolis, MN
(/024600475)	IEEE IPMHVC International Power Modulator and High Voltage Conference (/024600475)	Tue 7/5/2016	San Francisco, CA
(/052695864)	Children with Diabetes Friends for Life (/052695864)	Wed 7/6/2016	Orlando, FL
(/016600167)	NAMI National Alliance on Mental Illness National Annual Convention (/016600167)	Wed 7/6/2016	Denver, CO
(/025600748)	First Allied National Conference (/025600748)	Wed 7/6/2016	San Diego, CA
(/042600191)	The Church Network (/042600191)	Wed 7/6/2016	Dallas, TX
(/053600340)	Joint Meeting of Ichthyologists & Herpetologist Annual Meeting 2016 (/053600340)	Thu 7/7/2016	New Orleans, LA
(/011600984)	THE Aesthetic Show (/011600984)	Fri 7/8/2016	Las Vegas, NV
(/071600762)	Sports Concussion Conference (/071600762)	Fri 7/8/2016	Chicago, IL
(/083600561)	BronyCon (/083600561)	Fri 7/8/2016	Baltimore, MD
(/071600621)	National Association of Teachers of Singing 54th National Conference (/071600621)	Fri 7/8/2016	Chicago, IL
(/071600603)	National Train Show (/071600603)	Fri 7/8/2016	Indianapolis, IN
(/053600235)	American School Counselor Association (/053600235)	Sat 7/9/2016	New Orleans, LA
(/052695885)	International Society For Computational Biology Conference (/052695885)	Sat 7/9/2016	Lake Buena Vista, FL
(/071600498)	Scaffold and Access Industry Association Annual Convention and Exposition (/071600498)	Sun 7/10/2016	Indianapolis, IN
(/022600855)	AACRAO Technology & Transfer Conference (/022600855)	Sun 7/10/2016	Los Angeles, CA
(/061601097)	ACUHO-I Annual Conference & Exposition (/061601097)	Sun 7/10/2016	Seattle, WA

	Name	Date	Location
(/025600910)	ISSR&D Conference (/025600910)	Mon 7/11/2016	San Diego, CA
(/071600777)	OmniShopper (/071600777)	Mon 7/11/2016	Chicago, IL
(/042600345)	School Nutrition Association - 2016 Annual National Conference (/042600345)	Mon 7/11/2016	San Antonio, TX
(/017600663)	SunQuest User Group Annual Conference (/017600663)	Mon 7/11/2016	Tucson, AZ
(/017600547)	National Sport Security Conference (/017600547)	Tue 7/12/2016	Phoenix, AZ
(/017600646)	Animal Health International and Patterson Veterinary Supply (/017600646)	Tue 7/12/2016	Phoenix, AZ
(/053600446)	Ultimate Mortgage Expo (/053600446)	Tue 7/12/2016	New Orleans, LA
(/011600690)	Casino Marketing and Technology Conference (/011600690)	Tue 7/12/2016	Las Vegas, NV
(/071600771)	National Association of Hispanic Nurses Annual Conference (/071600771)	Tue 7/12/2016	Chicago, IL
(/061600803)	National Technical Investigators Association Annual Conference & Exposition (/061600803)	Tue 7/12/2016	Seattle, WA
(/083600479)	Annual Bridge Conference & Solutions Showcase (/083600479)	Wed 7/13/2016	Washington DC
(/079600226)	Meetings Quest - Bloomington (/079600226)	Wed 7/13/2016	Minneapolis, MN
(/011600298)	Pawn Expo (/011600298)	Wed 7/13/2016	Las Vegas, NV
(/052600812)	The Allied Genetics Conference (TAGC) 2016 (/052600812)	Wed 7/13/2016	Orlando, FL
(/083600255)	American Podiatric Medical Association Annual Scientific Meeting (/083600255)	Thu 7/14/2016	Philadelphia, PA
(/052600877)	SHI International Conference (/052600877)	Thu 7/14/2016	Orlando, FL
(/017600642)	RTC North America 2016 (/017600642)	Thu 7/14/2016	Phoenix, AZ
(/083600493)	International Meeting on Advanced Spine Techniques (/083600493)	Thu 7/14/2016	Washington DC
(/053600375)	BERNINA University Swiss Quarter 2016 (/053600375)	Fri 7/15/2016	New Orleans, LA
(/071600483)	American Association of Law Libraries Annual Meeting and Conference (/071600483)	Sat 7/16/2016	Chicago, IL
(/011601240)	International Brotherhood of Boilermakers (/011601240)	Sun 7/17/2016	Las Vegas, NV
(/022600421)	Association of Government Accountants Professional Development Training (/022600421)	Sun 7/17/2016	Los Angeles, CA
(/025600900)	Society for the Study of Reproduction (/025600900)	Sun 7/17/2016	San Diego, CA
(/061600988)	Controlled Release Society Annual Meeting (/061600988)	Sun 7/17/2016	Seattle, WA
(/025600753)	Health Forum Leadership Summit (/025600753)	Sun 7/17/2016	San Diego, CA
(/053600408)	American Glovebox Society Conference & Expo (/053600408)	Mon 7/18/2016	New Orleans, LA
(/011601179)	Planet Beach Convention (/011601179)	Mon 7/18/2016	Las Vegas, NV
(/024600481)	Casual Connect (/024600481)	Mon 7/18/2016	San Francisco, CA
(/011601181)	FileMaker Developer Conference (/011601181)	Mon 7/18/2016	Las Vegas, NV

Name	Date	Location
All About the API (/011601184) (/011601184)	Tue 7/19/2016	Las Vegas, NV
Vietnam Veterans of America Leadership Conference (/017600641) (/017600641)	Tue 7/19/2016	Tucson, AZ
ORRA (/052695906) (/052695906)	Wed 7/20/2016	Orlando, FL
30th Annual Environmental Permitting Summer School (/052695897) (/052695897)	Wed 7/20/2016	Orlando, FL
Soroptimist International Of The Americas (/052601019) (/052601019)	Wed 7/20/2016	Lake Buena Vista, FL
ICSC New England Conference & Deal Making (/081600178) (/081600178)	Thu 7/21/2016	Boston, MA
National Down Syndrome Congress (/052600968) (/052600968)	Thu 7/21/2016	Orlando, FL
Hoopla 2016 (/052601089) (/052601089)	Thu 7/21/2016	Orlando, FL
2016 OIF National Conference (/052695898) (/052695898)	Fri 7/22/2016	Orlando, FL
National Speakers Association Annual Convention (/017600647) (/017600647)	Sat 7/23/2016	Phoenix, AZ
Cosmoprof North America (/011600462) (/011600462)	Sun 7/24/2016	Las Vegas, NV
2016 Society for Industrial Microbiology and Biotechnology (/053600395) (/053600395)	Sun 7/24/2016	New Orleans, LA
The Men's Show - July (/042600327) (/042600327)	Sun 7/24/2016	Dallas, TX
IAAP Summit (/052600924) (/052600924)	Mon 7/25/2016	Hollywood, FL
Airventure EAA Fly-In (/071600595) (/071600595)	Mon 7/25/2016	Chicago, IL
National Association of Area Agencies on Aging Conference (/025600810) (/025600810)	Mon 7/25/2016	San Diego, CA
The Independent Show (SUMMER) (/052601001) (/052601001)	Mon 7/25/2016	Lake Buena Vista, FL
S4 Solution Specialist Sales Summit (/061601094) (/061601094)	Mon 7/25/2016	Seattle, WA
Interior Design re:Source (/022600911) (/022600911)	Mon 7/25/2016	Rancho Palos Verdes, CA

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(/053600429)	HostingCon Global (/053600429)	Mon 7/25/2016	New Orleans, LA
(/011600932)	ProForma Convention & Family Reunion (/011600932)	Tue 7/26/2016	Las Vegas, NV
(/025600909)	Cetera Advisor Networks - Connect 2016 (/025600909)	Tue 7/26/2016	San Diego, CA
(/052600919)	LeadingAge Florida (/052600919)	Tue 7/26/2016	Boca Raton, FL
(/051600414)	Coordinate Metrology Systems Conference (/051600414)	Tue 7/26/2016	Nashville, TN
(/014600331)	National Association of State Veterans Homes Conference (/014600331)	Tue 7/26/2016	Salt Lake City, UT
(/015600518)	School Transportation News EXPO Conference & Tradeshow (/015600518)	Tue 7/26/2016	Reno, NV
(/053600296)	SIS Scientific Meeting (/053600296)	Wed 7/27/2016	New Orleans, LA
(/052695877)	AHFE 2016 (/052695877)	Thu 7/28/2016	Lake Buena Vista, FL
(/052695889)	Pain Care for Primary Care (/052695889)	Thu 7/28/2016	Orlando, FL
(/052695914)	FRP Loss Prevention (/052695914)	Thu 7/28/2016	Orlando, FL
(/061601063)	Goodguys Pacific Northwest Rod and Custom Nationals (/061601063)	Fri 7/29/2016	Puyallup, WA
(/052695894)	2016 Sunshine Expo (/052695894)	Fri 7/29/2016	Orlando, FL
(/025600867)	United Association of Plumbers, Fitters, Welders & HVAC Service Techs (/025600867)	Sat 7/30/2016	San Diego, CA
(/022670172)	Ascend National Convention & Career Fair (/022670172)	Sat 7/30/2016	Los Angeles, CA
(/015600593)	The NAPED Annual General Meeting & Trade Conference (/015600593)	Sat 7/30/2016	Reno, NV
(/011005917)	ASD MARKETWeek - August (/011005917)	Sun 7/31/2016	Las Vegas, NV
(/081600462)	Affiliate Summit East Conference (/081600462)	Sun 7/31/2016	New York, NY
(/081600227)	Children's Club - AUGUST (/081600227)	Sun 7/31/2016	New York, NY
(/081600216)	Accessorie Circuit/Intermezzo - Fall (/081600216)	Sun 7/31/2016	New York, NY
(/011601211)	NAEA National Conference (/011601211)	Mon 8/1/2016	Las Vegas, NV
(/042600410)	RetailNOW (/042600410)	Mon 8/1/2016	Grapevine, TX
(/024600467)	Inman Connect (/024600467)	Tue 8/2/2016	San Francisco, CA
(/014600313)	HPSI National Meeting & Tradeshow (/014600313)	Tue 8/2/2016	Salt Lake City, UT

Name	Date	Location
SuperZoo (/011600879)	Tue 8/2/2016	Las Vegas, NV
Destination Marketing Association International Convention 2016 (/079600201)	Tue 8/2/2016	Minneapolis, MN
Black Hat USA 2016 (/011600964)	Wed 8/3/2016	Las Vegas, NV
GSA SmartPay Conference (/083600575)	Wed 8/3/2016	Washington DC
AlphaGraphics Technology Show 2016 (/053600468)	Thu 8/4/2016	New Orleans, LA
National Court Reporters Association Convention & Expo (/071600359)	Thu 8/4/2016	Chicago, IL
Beta Alpha Psi (/083600555)	Thu 8/4/2016	Baltimore, MD
National Black Nurses Association Annual Institute & Conference (/051600183)	Thu 8/4/2016	Memphis, TN
Hot August Night Auctions (/015600568)	Thu 8/4/2016	Reno, NV
NSN Annual Conference & Diversity Career Fair (/051600356)	Thu 8/4/2016	Atlanta, GA
Academy of Management Annual Meeting (/022600788)	Fri 8/5/2016	Anaheim, CA
International Conference on High Energy Physics 2016 (/071600745)	Sun 8/7/2016	Chicago, IL
2016 Gentlemen's Club Owners Expo (/053600414)	Sun 8/7/2016	New Orleans, LA
EPRI Steam Turbine/Generator Workshop & Vendor Expo (/025600896)	Mon 8/8/2016	San Diego, CA
Louisiana Gas Association Pipeline Safety Conference & Tradeshow (/053600451)	Mon 8/8/2016	New Orleans, LA
American Society for Horticultural Science Annual Conference (/051600421)	Mon 8/8/2016	Atlanta, GA
Florida Health Care Association Annual Conference & Tradeshow (/052600347)	Mon 8/8/2016	Orlando, FL
Environmental Measurement Symposium (/022600924)	Mon 8/8/2016	Los Angeles, CA
California Correctional Peace Officers Association (/011601129)	Tue 8/9/2016	Las Vegas, NV
Cambridge Ignite Conference (/071600697)	Wed 8/10/2016	Chicago, IL
Specialty Advertising Association of California (/022600690)	Wed 8/10/2016	Los Angeles, CA
Greenway Health ENGAGE (/051600426)	Wed 8/10/2016	Atlanta, GA
Dallas Apparel & Accessories Market - August (/042600325)	Wed 8/10/2016	Dallas, TX
OBAP 40th Annual Convention and Career Expo (/071600765)	Wed 8/10/2016	Chicago, IL
METROCON Expo & Conference (/042600530)	Thu 8/11/2016	Dallas, TX
National Flute Association Annual Convention 2016 (/025600636)	Thu 8/11/2016	San Diego, CA
AADE16 Annual Meeting & Exhibition (/025600513)	Fri 8/12/2016	San Diego, CA
OFF PRICE Specialists Show - Fall (/011600861)	Sat 8/13/2016	Las Vegas, NV
International Association of Fire Fighters Convention (/011601206)	Sun 8/14/2016	Las Vegas, NV

	Name	Date	Location
(/071600612)	RE/MAX Broker Owner Conference (/071600612)	Sun 8/14/2016	Chicago, IL
(/052601061)	International Confederation for Thermal Analysis and Calorimetry (/052601061)	Sun 8/14/2016	Lake Buena Vista, FL
(/011601282)	ATS/STITCH (/011601282)	Mon 8/15/2016	Las Vegas, NV
(/011601276)	General Motors Western Region Commercial Conference (/011601276)	Mon 8/15/2016	Las Vegas, NV
(/011600501)	FN PLATFORM (/011600501)	Mon 8/15/2016	Las Vegas, NV
(/011601281)	MRket/VG (/011601281)	Mon 8/15/2016	Las Vegas, NV
(/011600494)	PROJECT / THE TENTS / THE COLLECTIVE / POOL (/011600494)	Mon 8/15/2016	Las Vegas, NV
(/011600702)	PROJECT WOMENS (/011600702)	Mon 8/15/2016	Las Vegas, NV
(/011600307)	AGENDA Las Vegas Summer (/011600307)	Mon 8/15/2016	Las Vegas, NV
(/011600487)	WWDMAGIC/Sourcing @ MAGIC/Footwear Sourcing @ MAGIC/WSA at MAGIC/Children's Club MAGIC (/011600487)	Mon 8/15/2016	Las Vegas, NV
(/011600991)	Capsule Las Vegas Summer (/011600991)	Mon 8/15/2016	Las Vegas, NV
(/071600741)	IGC Chicago (/071600741)	Tue 8/16/2016	Chicago, IL
(/022600753)	Unified Expo (/022600753)	Wed 8/17/2016	Long Beach, CA
(/053600473)	2016 Medical Group Management Association - Louisiana (/053600473)	Wed 8/17/2016	New Orleans, LA
(/071600783)	Industrial Designers Society of America International Conference (/071600783)	Wed 8/17/2016	Detroit, MI
(/052601064)	International Deaf Blind Expo (/052601064)	Thu 8/18/2016	Orlando, FL
(/022600803)	2016 Parts & Service Meeting – Anaheim (/022600803)	Fri 8/19/2016	Los Angeles, CA
(/051630014)	Bronner Bros International Beauty Show (/051630014)	Sat 8/20/2016	Atlanta, GA
(/053600450)	Perrone and Sons (/053600450)	Sun 8/21/2016	New Orleans, LA
(/025630012)	Focus 2016 (/025630012)	Sun 8/21/2016	San Diego, CA
(/052695899)	WCI 2016 (/052695899)	Mon 8/22/2016	Orlando, FL
(/017600655)	SproutsFest (/017600655)	Mon 8/22/2016	Phoenix, AZ
(/052600448)	ICSC Florida Conference & Deal Making (/052600448)	Mon 8/22/2016	Orlando, FL
(/052601082)	American Postal Workers Union (/052601082)	Mon 8/22/2016	Lake Buena Vista, FL
(/051600346)	AM3D/IDETC-CIE (/051600346)	Mon 8/22/2016	Charlotte, NC
(/022600930)	Accela Engage 2016 (/022600930)	Mon 8/22/2016	Los Angeles, CA
(/052695919)	Sigma Care (/052695919)	Mon 8/22/2016	Orlando, FL
(/011600973)	National Pharmacy Purchasing Association (NPPA) Conference (/011600973)	Tue 8/23/2016	Las Vegas, NV
(/025600879)	NDIA Navy Gold Coast Small Business Procurement Event (/025600879)	Tue 8/23/2016	San Diego, CA

Name	Date	Location
The CFHLA - Hospitality Expo and Tradeshow - The HEAT (/052601132)	Wed 8/24/2016	Orlando
Options IX for the Control of Influenza (/071600725)	Wed 8/24/2016	Chicago, IL
Multicultural Retail 360 (/025600804)	Wed 8/24/2016	San Diego, CA
International Woodworking Fair (/051600053)	Wed 8/24/2016	Atlanta, GA
EMDR International Association Annual Conference (/079600231)	Thu 8/25/2016	Minneapolis, MN
ICOI Summer Implant Symposium (/025600531)	Thu 8/25/2016	San Diego, CA
Orgill Fall Dealer Market (/011600936)	Thu 8/25/2016	Las Vegas, NV
Combined Ophthalmic Symposium (/042600538)	Fri 8/26/2016	Austin, TX
Transamerica Chicago Triathlon Multisport and Fitness Expo Presented by Men's Health (/071600764)	Fri 8/26/2016	Chicago, IL
Fabricare 2016 (/022600482)	Sat 8/27/2016	Los Angeles, CA
DEMA National Convention (/017600680)	Sat 8/27/2016	Phoenix, AZ
International Ozone Association Pan American Group Annual Conference (/011601234)	Sun 8/28/2016	Las Vegas, NV
ILTACON 2016 (/083600187)	Sun 8/28/2016	Washington DC
International Conference on Violence, Abuse and Trauma (/025600966)	Sun 8/28/2016	San Diego, CA
Alliance of Hazardous Materials Professionals (/083600522)	Mon 8/29/2016	Washington DC
HTCIA International Training Conference & Expo (/011600963)	Mon 8/29/2016	Las Vegas, NV
Florida Tax Collectors Association Fall Conference (/052600527)	Mon 8/29/2016	Orlando, FL
Farm Progress Show (/014600312)	Tue 8/30/2016	Boone, IA

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Arizona SHRM State Conference (/017600640)	Tue 8/30/2016	Phoenix, AZ
ICSC Western Division Conference and Deal Making (/025600348)	Wed 8/31/2016	San Diego, CA
Resource Recycling Conference (/053600399)	Wed 8/31/2016	New Orleans, LA
San Diego Quilt Show 2016 (/025600927)	Wed 8/31/2016	San Diego, CA
Minimally Invasive Surgery Week/SLS Annual Mtg & Endo Expo (/081600406)	Wed 8/31/2016	Boston, MA
Salt Lake City Comic Con (/014600265)	Thu 9/1/2016	Salt Lake City, UT
Washington State Fair (/061600863)	Fri 9/2/2016	Seattle, WA
PAX West (/061600923)	Fri 9/2/2016	Seattle, WA
Chick-fil-A Kickoff Game FanZone (/051600474)	Sat 9/3/2016	Atlanta, GA
Applied Superconductivity Conference (/016600131)	Tue 9/6/2016	Denver, CO
Care Net National Conference (/052695903)	Wed 9/7/2016	Orlando, FL
ASCA Annual World Clinic 2016 (/052600973)	Wed 9/7/2016	Ft Lauderdale, FL
Long Beach Coin & Collectibles Expo - Fall (/022600527)	Wed 9/7/2016	Los Angeles, CA
American Assn of Cardiovascular & Pulmonary Rehabilitation (/053600449)	Wed 9/7/2016	New Orleans, LA
HSMAI MEET National (/083600270)	Wed 9/7/2016	Washington DC
Future Travel Experience Global Exhibition and Conference (/011601251)	Wed 9/7/2016	Las Vegas, NV
Louisiana Nursing Home Association (/053600392)	Wed 9/7/2016	New Orleans, LA
Surf Expo Fall 2016 (/052600719)	Thu 9/8/2016	Orlando, FL
American Society of Cosmetic Physicians (/017600658)	Thu 9/8/2016	Phoenix, AZ
NAFC 2016 Charitable Healthcare Symposium (/052695921)	Thu 9/8/2016	Orlando, FL
Summit Brokerage Services National Conference (/052601191)	Thu 9/8/2016	Boca Raton, FL
Tailhook Reunion (/015002080)	Thu 9/8/2016	Sparks, NV
CDA Presents - San Francisco 2016 (/024002544)	Thu 9/8/2016	San Francisco, CA
Marine Aquarium Conference of North America (/025600656)	Fri 9/9/2016	San Diego, CA

Name	Date	Location
AHA Council On Hypertension 2016 (/052695929) (/052695929)	Sun 9/11/2016	Orlando, FL.
Charley's Philly Steaks Annual Convention and Expo (/052695930) (/052695930)	Mon 9/12/2016	Orlando, FL
Association of State Dam Safety Officials Annual Conference (/083600327) (/083600327)	Mon 9/12/2016	Philadelphia, PA
ARBYS 2016 Worldwide Franchise Convention (/052695913) (/052695913)	Mon 9/12/2016	Orlando, FL
PLANADVISER National Conference (/052601009) (/052601009)	Mon 9/12/2016	Orlando, FL
Data Center World - Fall (/053600448) (/053600448)	Mon 9/12/2016	New Orleans, LA
Solar Power International (/011600997) (/011600997)	Tue 9/13/2016	Las Vegas, NV
Fleetcon (/042600426) (/042600426)	Tue 9/13/2016	Frisco, TX
Husker Harvest Days (/014600314) (/014600314)	Tue 9/13/2016	Grand Island, NE
CAHU Health Care Summit (/022600889) (/022600889)	Tue 9/13/2016	Universal City, CA
ServiceMaster - FSG International Convention (/053600421) (/053600421)	Tue 9/13/2016	New Orleans, LA
Symitar Educational Conference & Technology Expo (/025600749) (/025600749)	Tue 9/13/2016	San Diego, CA
Greater San Diego Association of REALTORS® (/025600795) (/025600795)	Tue 9/13/2016	San Diego, CA
Debt Connection Symposium and Expo (/017600659) (/017600659)	Tue 9/13/2016	Tucson, AZ
FPA Annual Conference (/083600572) (/083600572)	Wed 9/14/2016	Baltimore, MD
ICSC PA NJ DE Conference & Deal Making (/081600413) (/081600413)	Wed 9/14/2016	Atlantic City, NJ
The Retina Society Annual Meeting (/025600852) (/025600852)	Wed 9/14/2016	San Diego, CA
California Association of Joint Powers Authorities (/015600592) (/015600592)	Wed 9/14/2016	Stateline, NV
AAPA 42nd Annual Continuing Education Conference (/025600833) (/025600833)	Wed 9/14/2016	San Diego
CCS National Sales Summit (/017600621) (/017600621)	Wed 9/14/2016	Phoenix, AZ
TechNOLAgy (/053600459) (/053600459)	Wed 9/14/2016	New Orleans, LA
National Championship Air Races (/015600292) (/015600292)	Wed 9/14/2016	Reno, NV
The One - Fall Show (/042600533) (/042600533)	Thu 9/15/2016	Dallas, TX
Avnet Embedded Sales Suppliers Showcase (/025600977) (/025600977)	Thu 9/15/2016	San Diego, CA
Impulse the Cash & Carry Show (/042600331) (/042600331)	Thu 9/15/2016	Dallas, TX
FOHC (/052695938) (/052695938)	Thu 9/15/2016	Orlando, FL
ISHA Annual Scientific Meeting (/024600550) (/024600550)	Thu 9/15/2016	San Francisco, CA
United States Conference on AIDS (NMAC) (/052600925) (/052600925)	Thu 9/15/2016	Hollywood, FL
Emergency Nursing (/022600673) (/022600673)	Thu 9/15/2016	Los Angeles, CA

	Name	Date	Location
(/052695902)	Applied Net 2016 (/052695902)	Fri 9/16/2016	Orlando, FL
(/051600441)	American Society for Bone & Mineral Research Annual Meeting (/051600441)	Fri 9/16/2016	Atlanta, GA
(/016600089)	True Value 2016 Fall Reunion (/016600089)	Fri 9/16/2016	Denver, CO
(/014600299)	What a Woman Wants (Hometown Living Expo) - Fall (/014600299)	Fri 9/16/2016	Sandy, UT
(/052601044)	2016 Parts & Service Meeting - Orlando (/052601044)	Fri 9/16/2016	Orlando, FL
(/025600942)	ARS 62nd Annual Meeting (/025600942)	Fri 9/16/2016	San Diego, CA
(/022600892)	AOA Osteopathic Medical Conference and Exhibition (OMED) (/022600892)	Sat 9/17/2016	Los Angeles, CA
(/081600518)	Generation Beauty by ipsis - New York City (/081600518)	Sat 9/17/2016	New York, NY
(/081600517)	ATS/MODA/EDIT/STITCH/FAME (/081600517)	Sun 9/18/2016	New York, NY
(/081600234)	Children's Club - September (/081600234)	Sun 9/18/2016	New York, NY
(/052600804)	ABS East (/052600804)	Sun 9/18/2016	Miami, FL
(/017600653)	National Retail Tenants Association National Conference (/017600653)	Sun 9/18/2016	Tucson, AZ
(/053600413)	Excellence in Journalism (/053600413)	Sun 9/18/2016	New Orleans, LA
(/017600550)	Disaster Recovery Journal Fall World (/017600550)	Sun 9/18/2016	Phoenix, AZ
(/025600911)	Diocesan Fiscal Management Conference (/025600911)	Sun 9/18/2016	San Diego
(/011601006)	CWS Summit & Collaboration in the Gig Economy (/011601006)	Mon 9/19/2016	Las Vegas, NV
(/011601316)	Jaguar Land Rover North America Conference (/011601316)	Mon 9/19/2016	Las Vegas, NV
(/022600581)	IESNA Street and Area Lighting Conference (/022600581)	Mon 9/19/2016	Los Angeles, CA
(/042600526)	Waste360 Recycling Summit (/042600526)	Mon 9/19/2016	Austin, TX
(/053600441)	Louisiana Association of Nurse Practitioners (/053600441)	Mon 9/19/2016	New Orleans, LA
(/011600638)	Interbike Outdoor Demo (/011600638)	Mon 9/19/2016	Las Vegas, NV
(/025600923)	Festival of Genomics California (/025600923)	Tue 9/20/2016	San Diego, CA
(/071600813)	Medicaid Drug Rebate Program Summit (/071600813)	Tue 9/20/2016	Chicago, IL
(/053600349)	E-SCRAP Conference (/053600349)	Tue 9/20/2016	New Orleans, LA
(/011600324)	American Association of Oral and Maxillofacial Surgeons Annual Meeting (/011600324)	Wed 9/21/2016	Las Vegas, NV
(/083600429)	Comfortech 2016 (/083600429)	Wed 9/21/2016	Philadelphia, PA
(/042600570)	Austin Game Conference (AGC) (/042600570)	Wed 9/21/2016	Austin, TX
(/083600553)	Offsite Construction Expo (/083600553)	Wed 9/21/2016	Washington DC
(/052695887)	National League For Nursing Education Summit 2016 (/052695887)	Wed 9/21/2016	Orlando, FL

Name	Date	Location
PCI Security Standards Council Community Meeting (/011600912)	Wed 9/21/2016	Las Vegas, NV
APAO (/052695876)	Wed 9/21/2016	Orlando, FL
PILMMA Summit (/014600347)	Wed 9/21/2016	Salt Lake City, UT
Interbike 2016 (/011005912)	Wed 9/21/2016	Las Vegas, NV
American Association of Tissue Banks Annual Meeting (/053600471)	Wed 9/21/2016	New Orleans, LA
TSMC Open Innovation Platform Ecosystem Forum 2016 (/024600555)	Thu 9/22/2016	San Francisco, CA
Natural Products Expo East / All Things Organic™ BioFach America (/083600171)	Thu 9/22/2016	Baltimore, MD
Specialized Carriers & Rigging Association Crane & Rigging Workshop (/083600504)	Thu 9/22/2016	Washington DC
GLAO/MASO Annual Session (/017600626)	Fri 9/23/2016	Phoenix, AZ
Chicago Half Marathon Health & Fitness Expo (/071600816)	Fri 9/23/2016	Chicago, IL
YESACT (/016600195)	Fri 9/23/2016	Denver, CO
ASTC Annual Conference (/052600669)	Sat 9/24/2016	Tampa, FL
Plastic Surgery The Meeting (/022600693)	Sat 9/24/2016	Los Angeles, CA
Library of Congress National Book Festival (/083630021)	Sat 9/24/2016	Washington DC
College of American Pathologists Annual Meeting (/011600707)	Sun 9/25/2016	Las Vegas, NV
Pacific Sierra 2016 Fall ROA (/025600946)	Sun 9/25/2016	Carlsbad, CA
Association of Insurance Compliance Professionals (/052600780)	Sun 9/25/2016	Orlando, FL
ASTRO 2016 (/081600191)	Sun 9/25/2016	Boston, MA

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Name	Date	Location
Prophet 21 Worldwide User Group (/017600574)	Sun 9/25/2016	Phoenix, AZ
Corporate Researchers Conference (/024600549)	Mon 9/26/2016	San Francisco, CA
Lodging Conference (/017600519)	Mon 9/26/2016	Phoenix, AZ
ADISA Annual Conference & Tradeshow (/011600966)	Mon 9/26/2016	Las Vegas, NV
NBCH Annual Conference (/052601106)	Mon 9/26/2016	Lake Buena Vista, FL
MINExpo INTERNATIONAL® 2016 (/011671155)	Mon 9/26/2016	Las Vegas, NV
ICSC Value Retail News (Fall) (/081600182)	Mon 9/26/2016	New York, NY
CPI Polyurethanes Technical Conference (/083600412)	Mon 9/26/2016	Washington DC
7th Annual Splunk Conference (/052695916)	Mon 9/26/2016	Orlando, FL
I2SL Annual Conference (/014600324)	Mon 9/26/2016	Kansas City, MO
NADCA Die Casting Congress & Tabletop (/071600436)	Mon 9/26/2016	Columbus, OH
California REALTOR® EXPO (/022600894)	Tue 9/27/2016	Long Beach, CA
TEAMS Conference & Expo (/081600399)	Tue 9/27/2016	Atlantic City, NJ
Fall Toy Preview 2016 (/042600450)	Tue 9/27/2016	Dallas, TX
Select Biosciences Inc. (/025600793)	Tue 9/27/2016	San Diego, CA
Search Marketing Expo - East (/081600506)	Tue 9/27/2016	New York, NY
ASTA Global Convention (/015600528)	Tue 9/27/2016	Reno, NV
Prevention First (/022600898)	Tue 9/27/2016	Los Angeles, CA
FIA Masters of Justice (/052695936)	Tue 9/27/2016	Orlando, FL
National Pronto Association Fall Shareholder's Conference (/042600519)	Tue 9/27/2016	Dallas, TX
Georgia Bio Innovation Summit (/051600473)	Wed 9/28/2016	Atlanta, GA
Dynamics SL Users Group Fall Conference (/025600916)	Wed 9/28/2016	San Diego, CA
Association of Rehabilitation Nurses Annual Conference (/083600501)	Wed 9/28/2016	Philadelphia, PA
Smart Cities Week (/083600535)	Wed 9/28/2016	Washington DC

	Name	Date	Location
(/022600691)	Audio Engineering Society (/022600691)	Thu 9/29/2016	Los Angeles, CA
(/016600180)	Insulation Contractors Association of America Annual Conference (/016600180)	Thu 9/29/2016	Denver, CO
(/025600871)	State Bar of California Annual Meeting (/025600871)	Thu 9/29/2016	San Diego, CA
(/025600869)	TwitchCon 2016 (/025600869)	Fri 9/30/2016	San Diego, CA
(/081600523)	Beautycon New York (/081600523)	Sat 10/1/2016	New York, NY
(/025600904)	Taking Control of Your Diabetes - San Diego (/025600904)	Sat 10/1/2016	San Diego, CA
(/014600340)	Western Interstate Child Support Enforcement Council 33rd Conference (/014600340)	Sun 10/2/2016	Salt Lake City, UT
(/052601179)	H&R Block Franchise Convention (/052601179)	Sun 10/2/2016	Orlando, FL
(/042600229)	ABSA International (/042600229)	Sun 10/2/2016	Grapevine, TX
(/052601185)	International Clinical Cytometry Society (/052601185)	Sun 10/2/2016	Bonita Springs, FL
(/083002425)	AUSA Annual Meeting & Exposition, A Professional Development Forum (/083002425)	Mon 10/3/2016	Washington DC
(/052695941)	American Marketing Association Annual Conference (/052695941)	Mon 10/3/2016	Orlando, FL
(/015600414)	FireShowsWest (/015600414)	Tue 10/4/2016	Reno, NV
(/015600506)	COPSWEST Training and Expo (/015600506)	Tue 10/4/2016	Sacramento, CA
(/079600161)	Minnesota National College Fair (/079600161)	Tue 10/4/2016	Minneapolis, MN
(/022600641)	League of California Cities Annual Conference & Expo (/022600641)	Wed 10/5/2016	Long Beach, CA
(/051600083)	NACADA: The Global Community for Academic Advising (/051600083)	Wed 10/5/2016	Atlanta, GA
(/022600980)	SoCal VMUG USERCON (/022600980)	Wed 10/5/2016	Anaheim, CA
(/071600807)	BAI Beacon (/071600807)	Wed 10/5/2016	Chicago, IL
(/022600873)	Starwest (/022600873)	Wed 10/5/2016	Anaheim, CA
(/052670036)	Out & Equal Workplace Summit (/052670036)	Wed 10/5/2016	Orlando, FL
(/061601076)	Food Services of America Customer Appreciation Event (/061601076)	Wed 10/5/2016	Seattle, WA
(/081600412)	Biotech Week Boston (/081600412)	Wed 10/5/2016	Boston, MA
(/022600354)	Orange County International Auto Show (/022600354)	Thu 10/6/2016	Los Angeles, CA
(/083600214)	ICSC Virginia Idea Exchange (/083600214)	Thu 10/6/2016	Richmond, VA
(/015600572)	National Indian Education Association (/015600572)	Thu 10/6/2016	Reno, NV
(/083600491)	American Society for Bioethics + Humanities Annual Meeting (/083600491)	Thu 10/6/2016	Washington DC
(/011601249)	AICPA Auto Dealership Conference (/011601249)	Thu 10/6/2016	Las Vegas, NV
(/052600984)	The North American Menopause Society Annual Meeting (/052600984)	Thu 10/6/2016	Orlando, FL

	Name	Date	Location
(/042600207)	ICSC Texas Conference and Deal Making (/042600207)	Thu 10/6/2016	Dallas, TX
(/017600618)	60th Annual IAPD Convention & Showcase (/017600618)	Thu 10/6/2016	Phoenix, AZ
(/025600314)	American College of Prosthodontists Annual Session (/025600314)	Thu 10/6/2016	San Diego, CA
(/081600362)	Cardiometabolic Health Congress (/081600362)	Thu 10/6/2016	Boston, MA
(/022600459)	California RV Show (/022600459)	Fri 10/7/2016	Pomona, CA
(/017600691)	American Express Preferred Supplier Expo (/017600691)	Fri 10/7/2016	Phoenix, AZ
(/083600554)	World Federation of Associations of Pediatric Surgeons (/083600554)	Sat 10/8/2016	Washington DC
(/022600967)	Clark Security Products Southwest Regional Security Expo (/022600967)	Sat 10/8/2016	Los Angeles, CA
(/071600626)	North American Particle Accelerator Conference (/071600626)	Sun 10/9/2016	Chicago, IL
(/025600947)	Municipal Information Systems Association of California (/025600947)	Sun 10/9/2016	San Diego, CA
(/024600473)	Rail-Volution (/024600473)	Sun 10/9/2016	San Francisco, CA
(/017600694)	National Congress of American Indians Annual Convention and Marketplace (/017600694)	Mon 10/10/2016	Phoenix, AZ
(/052695907)	Phillips Southern Buying Show (/052695907)	Mon 10/10/2016	Orlando, FL
(/025600981)	American Pacific Mortgage (/025600981)	Mon 10/10/2016	San Diego, CA
(/025600237)	Construction Management Association of America (/025600237)	Mon 10/10/2016	San Diego, CA
(/042600433)	AMLE Annual Conference for Middle Level Education (/042600433)	Mon 10/10/2016	Austin, TX
(/052600806)	Dynamic Communities, Inc. Summit 2016 (/052600806)	Tue 10/11/2016	Tampa, FL
(/011601256)	Western Manufactured Housing Communities Association (/011601256)	Tue 10/11/2016	Las Vegas, NV
(/011600920)	WISPAPALOOZA (/011600920)	Tue 10/11/2016	Las Vegas, NV
(/052695940)	PTC Sales (/052695940)	Tue 10/11/2016	Orlando, FL
(/052695944)	Afterschool Conference (/052695944)	Wed 10/12/2016	Orlando, FL
(/024600569)	Optimize - Aging 2.0 (/024600569)	Wed 10/12/2016	San Francisco, CA
(/014600345)	SLCC & Wasatch Front Consortium Pathways to Professions (/014600345)	Wed 10/12/2016	Sandy, UT
(/025600908)	CSC 2016 (/025600908)	Wed 10/12/2016	San Diego
(/052695920)	DNV GL 5TH Annual Healthcare Symposium (/052695920)	Wed 10/12/2016	Orlando, FL
(/022600991)	Nth Generation Symposium (/022600991)	Wed 10/12/2016	Los Angeles, CA
(/079600225)	2016 PAEA Education Forum (/079600225)	Thu 10/13/2016	Minneapolis, MN
(/083600494)	International Transplant Nurses Society 25th Annual Symposium (/083600494)	Thu 10/13/2016	Pittsburgh, PA
(/025600870)	Western States Tow Show (/025600870)	Thu 10/13/2016	San Diego, CA

Name	Date	Location
International Association of Physiologic Aesthetics (/011601124) (/011601124)	Thu 10/13/2016	Las Vegas, NV
NAPFA Fall Conference (/083600574) (/083600574)	Thu 10/13/2016	Washington DC
Club Industry 2016 (/071600276) (/071600276)	Thu 10/13/2016	Chicago, IL
National Assn. of Housing & Redevelopment Officials National Conference (/053600362) (/053600362)	Fri 10/14/2016	New Orleans, LA
Utah Halloween Expo (/014600326) (/014600326)	Fri 10/14/2016	Sandy, UT
NerdCon Stories (/079600202) (/079600202)	Fri 10/14/2016	Minneapolis, MN
EXPO NorthWest (/061601072) (/061601072)	Sat 10/15/2016	Seattle, WA
PMA's Fresh Summit 2016 (/052600853) (/052600853)	Sat 10/15/2016	Orlando, FL
F1 in Schools (/042600598) (/042600598)	Sun 10/16/2016	Austin, TX
NAFTZ (/052695945) (/052695945)	Sun 10/16/2016	Orlando, FL
Gartner Symposium ITXPO (/052695888) (/052695888)	Sun 10/16/2016	Orlando, FL
AHIMA Convention and Exhibit (/083670018) (/083670018)	Sun 10/16/2016	Baltimore, MD
Academy of Nutrition and Dietetics Food & Nutrition Conference & Expo™ (/081600408) (/081600408)	Sun 10/16/2016	Boston, MA
Franmac 2016 (/052695912) (/052695912)	Sun 10/16/2016	Orlando, FL
AAA Travel Conference (/052695928) (/052695928)	Mon 10/17/2016	Orlando, FL
Veeva Global R&D Summit (/083600600) (/083600600)	Mon 10/17/2016	Philadelphia, PA
2016 Presidential Debate (/011601238) (/011601238)	Mon 10/17/2016	Las Vegas, NV
CSX 2016 North America Conference (/011630053) (/011630053)	Mon 10/17/2016	Las Vegas, NV

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National Safety Council Congress & Expo (/022600554)	Mon 10/17/2016	Anaheim, CA
The Market Research Event (/052600949)	Mon 10/17/2016	Boca Raton, FL
Sweet Adelines International Harmony Boutique (/011601259)	Mon 10/17/2016	Las Vegas, NV
VIPAR Heavy Duty Annual Business Conference (/052601168)	Tue 10/18/2016	Orlando, FL
IMEX America 2016 (/011671239)	Tue 10/18/2016	Las Vegas, NV
BioCycle Refor16 (/052601118)	Tue 10/18/2016	Orlando
Innovatix and Essensa National Meeting & Exhibition (/081600529)	Tue 10/18/2016	New York, NY
Jack Henry Banking Educational Conference and Technology Showcase (/042600452)	Wed 10/19/2016	Grapevine, TX
ICSC Chicago Deal Making (/071600310)	Wed 10/19/2016	Chicago, IL
ANA Masters of Marketing Conference (/052601063)	Thu 10/20/2016	Orlando, FL
2016 SIOR Fall World Conference (/081600437)	Thu 10/20/2016	New York, NY
CyberMaryland Conference and Expo (/083600591)	Thu 10/20/2016	Baltimore, MD
AAPM&R Annual Assembly and Technical Exhibition (/053600195)	Thu 10/20/2016	New Orleans, LA
Utah Education Association (/014600310)	Thu 10/20/2016	Sandy, UT
IoT Tech Expo (/024600548)	Thu 10/20/2016	San Francisco, CA
Controversies in Dialysis Access (/042600562)	Thu 10/20/2016	Austin, TX
California Science Teachers Association (/025600747)	Fri 10/21/2016	Palm Springs, CA
AREAA National Convention (/011601247)	Fri 10/21/2016	Las Vegas, NV
International Association of Movers (/053600397)	Fri 10/21/2016	New Orleans, LA
California Escrow Association Annual Educational Conference (/022600888)	Fri 10/21/2016	Anaheim, CA
National College Fairs - Seattle (/061601122)	Fri 10/21/2016	Seattle, WA
LDI (/011600934)	Fri 10/21/2016	Las Vegas, NV
Eclinical Works National Conference (/052695925)	Fri 10/21/2016	Orlando, FL
Society of Cosmetic Chemists (/052695917)	Sat 10/22/2016	Orlando, FL

	Name	Date	Location
(/011601221)	Innovative Techniques - The Knee Course (/011601221)	Sat 10/22/2016	Las Vegas, NV
(/022600863)	California County Info Services Directors Assn - Fall (/022600863)	Sun 10/23/2016	City of Industry, CA
(/071600556)	Public Relations Society of America (/071600556)	Sun 10/23/2016	Indianapolis, IN
(/081600455)	Mortgage Bankers Association Annual Convention (/081600455)	Sun 10/23/2016	Boston, MA
(/042600305)	The INCOMPAS Show: Fall 2016 (/042600305)	Sun 10/23/2016	Grapevine, TX
(/042600547)	Midmarket CIO Forum / Midmarket CMO Forum (/042600547)	Mon 10/24/2016	San Antonio, TX
(/024600509)	National PACE Association Annual Conference (/024600509)	Mon 10/24/2016	San Francisco, CA
(/083600564)	CCH Connections: User Conference Showcase (/083600564)	Mon 10/24/2016	Washington DC
(/052600995)	SOCAP's 2016 Annual Conference (/052600995)	Mon 10/24/2016	Lake Buena Vista, FL
(/083600514)	National Funeral Directors Association Convention & Exhibit (/083600514)	Mon 10/24/2016	Philadelphia, PA
(/042600177)	MUFSO (/042600177)	Mon 10/24/2016	Dallas, TX
(/052695915)	Intacct Conference (/052695915)	Tue 10/25/2016	Orlando, FL
(/011601284)	Volvo North American Customer Service Conference (/011601284)	Tue 10/25/2016	Las Vegas, NV
(/052695927)	SQF International Conference (/052695927)	Tue 10/25/2016	Orlando, FL
(/052601197)	Staples Suppliers Expo (/052601197)	Tue 10/25/2016	Orlando, FL
(/042600449)	ICMI's Contact Center Demo & Conference (/042600449)	Tue 10/25/2016	Dallas, TX
(/014600271)	Society of Vertebrate Paleontology Annual Meeting (/014600271)	Wed 10/26/2016	Salt Lake City, UT
(/025600968)	Annual IES ALC Fall Technology Meeting Day Show (/025600968)	Wed 10/26/2016	San Diego, CA
(/042600332)	Dallas Apparel & Accessories Market (October) (/042600332)	Wed 10/26/2016	Dallas, TX
(/052695935)	67th IDA Annual Reading, Literacy & Learning Conference (/052695935)	Wed 10/26/2016	Orlando, FL
(/025600813)	National Association of Neonatal Nurses Annual Meeting (/025600813)	Wed 10/26/2016	Palm Springs, CA
(/024600474)	ARM TechCon (/024600474)	Wed 10/26/2016	Santa Clara, CA
(/014600336)	UXPO (/014600336)	Wed 10/26/2016	Sandy, UT
(/071600638)	ISSA/INTERCLEAN® North America (/071600638)	Wed 10/26/2016	Chicago, IL
(/015600604)	NOWRA Annual Conference (/015600604)	Thu 10/27/2016	Sparks, NV
(/052600731)	Cystic Fibrosis Foundation (/052600731)	Thu 10/27/2016	Orlando, FL
(/052600689)	APTA's National Student Conclave (/052600689)	Fri 10/28/2016	Miami, FL
(/022600742)	Independent Distributors Association Annual Convention (/022600742)	Fri 10/28/2016	Long Beach, CA
(/022600374)	California Society of Health-System Pharmacists (/022600374)	Fri 10/28/2016	Anaheim, CA

	Name	Date	Location
(/011600988)	ATRA Powertrain Expo (/011600988)	Fri 10/28/2016	Las Vegas, NV
(/052695769)	IFSCC 2016 (/052695769)	Sun 10/30/2016	Orlando, FL
(/071600628)	SAFE Association Annual Symposium (/071600628)	Mon 10/31/2016	Dayton, OH
(/051600429)	Command Alkon Customer Conference (/051600429)	Mon 10/31/2016	Atlanta, GA
(/052601087)	IEEE Sensors Annual Conference and Exposition (/052601087)	Mon 10/31/2016	Orlando, FL
(/071600793)	EAPA's 2016 World EAP Conference (/071600793)	Mon 10/31/2016	Chicago, IL
(/051600444)	Utility Analytics Week (/051600444)	Mon 10/31/2016	Atlanta, GA
(/014600267)	2016 UniPro Fall Conference (/014600267)	Tue 11/1/2016	Sandy, UT
(/051600349)	Medtrade (/051600349)	Tue 11/1/2016	Atlanta, GA
(/042600566)	SCWS Americas, co-located with LPWA Americas (/042600566)	Tue 11/1/2016	Dallas, TX
(/052695923)	Middle-Market Multifamily Meeting (/052695923)	Tue 11/1/2016	Orlando, FL
(/025600880)	CBRNe Convergence (/025600880)	Tue 11/1/2016	San Diego, CA
(/014600238)	UDOT Annual Conference (/014600238)	Tue 11/1/2016	Sandy, UT
(/052601182)	National Alliance of Buy Here Pay Here Dealers - FALL (/052601182)	Tue 11/1/2016	Orlando, FL
(/052601199)	We Build - HTG Q4 Exhibit Hall (/052601199)	Wed 11/2/2016	ChampionsGate, FL
(/024600565)	Virtual Reality Developers Conference (VRDC) (/024600565)	Wed 11/2/2016	San Francisco, CA
(/052600683)	ATSA Annual Research and Treatment Conference (/052600683)	Wed 11/2/2016	Lake Buena Vista, FL
(/071600803)	IoT Emerge (/071600803)	Wed 11/2/2016	Chicago, IL
(/051600178)	ICSC Southeast Deal Making (/051600178)	Wed 11/2/2016	Atlanta, GA
(/024600570)	American College of Osteopathic Emergency Physicians (/024600570)	Wed 11/2/2016	San Francisco, CA
(/015600566)	California Library Association Annual Conference & Exhibition (/015600566)	Thu 11/3/2016	Sacramento, CA
(/042600573)	Commonwealth Financial Network National Conference (/042600573)	Thu 11/3/2016	Austin, TX
(/017600687)	Sexual Medicine Society of North America (/017600687)	Thu 11/3/2016	Phoenix, AZ
(/052601130)	TechServe Alliance Annual Conference and Tradeshow (/052601130)	Fri 11/4/2016	Amelia Island, FL
(/017600661)	JD Byrider Systems Annual Convention (/017600661)	Fri 11/4/2016	Phoenix, AZ
(/022600929)	BlizzCon (/022600929)	Fri 11/4/2016	Los Angeles, CA
(/083600472)	American Association of Feline Practitioners Conference (/083600472)	Fri 11/4/2016	Washington DC
(/025600847)	CMC - South Annual Conference and Tradeshow (/025600847)	Fri 11/4/2016	Palm Springs, CA
(/052695947)	Flasco Fall Session (/052695947)	Fri 11/4/2016	Orlando, FL

Name	Date	Location
Market Hall - Iday Sale (/042600333)	Fri 11/4/2016	Dallas, TX
Generation Beauty by ipsy (/024670129)	Sat 11/5/2016	San Francisco, CA
American Society of Cytopathology (/053600319)	Sat 11/5/2016	New Orleans, LA
Stevens Worldwide Van Lines (/025600961)	Sun 11/6/2016	San Diego, CA
STEMtech Conference (/083600517)	Sun 11/6/2016	Philadelphia, PA
HFMA Region 9 (/053600465)	Sun 11/6/2016	New Orleans
RVCF Fall Annual Conference (/017600662)	Sun 11/6/2016	Phoenix, AZ
ASA, CSSA and SSSA Annual Meeting (/017600541)	Sun 11/6/2016	Phoenix, AZ
AACRAO's Strategic Enrollment Management (SEM) Conference (/042600535)	Sun 11/6/2016	San Antonio, TX
CATO Annual Training Conference (/015600557)	Mon 11/7/2016	Reno, NV
Tableau Conference (/042630025)	Mon 11/7/2016	Austin, TX
Accelerate! Conference (/042600491)	Mon 11/7/2016	Frisco, TX
Annual Estate Planning Seminar (/061601064)	Mon 11/7/2016	Seattle, WA
American Ambulance Association (/011600790)	Mon 11/7/2016	Las Vegas, NV
ISBER 2016 Regional Meeting (/083600578)	Mon 11/7/2016	Washington, DC
Election Night (/081600539)	Tue 11/8/2016	New York - Jacob Javitz
2016 Hampton Vendor Showcase (/052601129)	Tue 11/8/2016	Orlando, FL
Healthcare Staffing Summit (/083600473)	Tue 11/8/2016	Washington DC

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National Ice Cream Retailers Association Convention (/015600571)	Tue 11/8/2016	Reno, NV
Grid Modernization Summit (/083600560)	Tue 11/8/2016	Washington DC
ITC/USA (/017600673)	Tue 11/8/2016	Phoenix, AZ
Solar Power PV Conference & Expo Chicago (/071600691)	Wed 11/9/2016	Chicago, IL
NAMA Coffee Tea & Water (/051600438)	Wed 11/9/2016	Nashville, TN
Commercial Finance Association Annual Convention (/052600453)	Wed 11/9/2016	Miami Beach, FL
IBWA Annual Business Conference & Trade Show (/051600475)	Wed 11/9/2016	Nashville, TN
UTA Annual Convention (/051600434)	Thu 11/10/2016	Atlanta, GA
Cetera Advisors/ICC National Conference (/052601209)	Thu 11/10/2016	Orlando, FL
AMMG Clinical Applications for Age Management Medicine Conference - Fall (/011600960)	Thu 11/10/2016	Las Vegas, NV
Seattle International Auto Show (/061600445)	Thu 11/10/2016	Seattle, WA
International Conference on ADHD (/022600893)	Thu 11/10/2016	Costa Mesa, CA
Section on Pediatrics Annual Conference (/016600185)	Fri 11/11/2016	Denver, CO
NMDP / Be the Match Council Meeting (/079600193)	Fri 11/11/2016	Minneapolis, MN
ASTRO - Best of ASTRO (/052601171)	Fri 11/11/2016	Ft Lauderdale, FL
Salt Lake's Family Christmas Gift Show (/014600243)	Fri 11/11/2016	Sandy, UT
CAS (/052695976)	Sun 11/13/2016	Orlando, FL
62nd U.S. Annual Employee Benefits Conference (/052600615)	Sun 11/13/2016	Orlando, FL
AIChE 2016 Annual Student Conference Recruitment Fair (/024600579)	Sun 11/13/2016	San Francisco, CA
Runners Classic (/052696023)	Sun 11/13/2016	Orlando, FL
AIChE Annual Meeting (/024600416)	Sun 11/13/2016	San Francisco, CA
ASME International Mechanical Engineering Congress & Exposition (/017600479)	Sun 11/13/2016	Phoenix, AZ
HIMSS Midwest Area Chapter Fall Technology Conference (/079600240)	Mon 11/14/2016	Minneapolis, MN

Name	Date	Location
International Commercial Cash Operations Seminar (ICCOS) (/052601184)	Mon 11/14/2016	Miami, FL
AICPA & PDI Oil and Gas Conference (/016600187)	Mon 11/14/2016	Denver, CO
National Exchange Carrier Association (/011600323)	Mon 11/14/2016	Las Vegas, NV
Table Games Conference (/011601074)	Mon 11/14/2016	Las Vegas, NV
AutoMobility LA™ (/022600857)	Mon 11/14/2016	Los Angeles, CA
New York City Technology Forum (/081600299)	Mon 11/14/2016	New York, NY
Global Congress of Minimally Invasive Gynecology (/052600570)	Tue 11/15/2016	Orlando, FL
Space Commerce Conference and Exposition (SpaceCom) (/042600384)	Tue 11/15/2016	Houston, TX
OLC Accelerate 2016 (/052695896)	Tue 11/15/2016	Orlando, FL
2016 Major League Baseball Hard Goods Retail Summit (/051600479)	Tue 11/15/2016	Atlanta, GA
Agile Development, Better Software, and DevOps Conference East (/052601102)	Wed 11/16/2016	Orlando, FL
American Society of Criminology (/053600207)	Wed 11/16/2016	New Orleans, LA
DevLearn - eLearning Guild (/011601126)	Wed 11/16/2016	Las Vegas, NV
American Anthropological Association Annual Meeting (/079600035)	Thu 11/17/2016	Minneapolis, MN
American Society of Nephrology Kidney Week (/071600411)	Thu 11/17/2016	Chicago, IL
CA Optometric Association Monterey Symposium (/024002676)	Fri 11/18/2016	Monterey, CA
LA Auto Show (/022600355)	Fri 11/18/2016	Los Angeles, CA
13th Annual International DLOAC CAD/CAM Technology Symposium and Expo (/022600885)	Fri 11/18/2016	Los Angeles, CA
Seattle Marathon and Half Marathon (/061600545)	Thu 11/24/2016	Seattle, WA
Central Florida International Auto Show (/052600671)	Thu 11/24/2016	Orlando, FL
UAE Embassy Students' Forum (/083670031)	Thu 11/24/2016	Washington, DC
Arizona International Auto Show (/017600511)	Thu 11/24/2016	Phoenix, AZ
ICSC RetailGreen Conference & Trade Expo (/017600266)	Tue 11/29/2016	Phoenix, AZ
Christian Camp and Conference Association National Conference (/051600451)	Tue 11/29/2016	Nashville, TN
CSBA Annual Education Conference and Trade Show (/024600128)	Thu 12/1/2016	San Francisco, CA
California Cattlemen's Association Annual Convention (/015600607)	Thu 12/1/2016	Sparks, NV
African Studies Association Annual Meeting (/083600510)	Thu 12/1/2016	Washington DC
AAOMS Dental Implant Conference (/071600213)	Fri 12/2/2016	Chicago, IL
Tampa Bay International Auto Show (/052600918)	Fri 12/2/2016	Tampa, FL

	Name	Date	Location
(/042600035)	American Epilepsy Society Annual Meeting (/042600035)	Sat 12/3/2016	Houston, TX
(/052695905)	IHI Annual National Forum (/052695905)	Sun 12/4/2016	Orlando, FL
(/017600688)	IMN's Single Family Rental Investments Forum (West) (/017600688)	Mon 12/5/2016	Phoenix, AZ
(/011601305)	XLIVE (/011601305)	Mon 12/5/2016	Las Vegas, NV
(/081600180)	ICSC New York National Conference and Deal Making (/081600180)	Mon 12/5/2016	New York, NY
(/022600454)	IAEE Annual Meeting & Expo! Expo! (/022600454)	Tue 12/6/2016	Anaheim, CA
(/052695933)	IPOS 2016 (/052695933)	Tue 12/6/2016	Orlando, FL
(/011600887)	International Council of Air Shows 2016 (/011600887)	Tue 12/6/2016	Las Vegas, NV
(/052695918)	National Alliance of Medical Auditing Specialists (/052695918)	Tue 12/6/2016	Orlando, FL
(/081600400)	USENIX LISA Expo (/081600400)	Wed 12/7/2016	Boston, MA
(/083600305)	Government Video Expo and the National Drone Show (/083600305)	Wed 12/7/2016	Washington DC
(/011600613)	Irrigation Show & Education Conference (/011600613)	Wed 12/7/2016	Las Vegas, NV
(/053600350)	National Fastpitch Coaches Association (/053600350)	Thu 12/8/2016	New Orleans, LA
(/011601220)	Pelvic Anatomy and Gynecologic Surgery Symposium (/011601220)	Thu 12/8/2016	Las Vegas, NV
(/051600439)	NAIS: People of Color Conference (/051600439)	Thu 12/8/2016	Atlanta, GA
(/052695901)	Advances in Inflammatory Bowel Diseases (/052695901)	Thu 12/8/2016	Orlando, FL
(/011601245)	AICPA Construction & Real Estate Conference (/011601245)	Thu 12/8/2016	Las Vegas, NV
(/014600098)	What A Woman Wants Christmas Boutique (/014600098)	Fri 12/9/2016	Sandy, UT
(/011600860)	A4M, World Congress American Academy of Anti-Aging Medicine (/011600860)	Fri 12/9/2016	Las Vegas, NV
(/011601339)	MedTech Impact (/011601339)	Fri 12/9/2016	Las Vegas, NV
(/081600262)	Postgraduate Assembly in Anesthesiology (/081600262)	Sat 12/10/2016	New York, NY
(/071600222)	Council for Advancement & Support of Education Dist. V (/071600222)	Sun 12/11/2016	Chicago, IL
(/053600422)	RAE-TCS Summit 2016 (/053600422)	Sun 12/11/2016	New Orleans, LA
(/011601208)	Signature Travel Network Sales Meeting (/011601208)	Sun 12/11/2016	Las Vegas, NV
(/025600828)	Antibody Engineering & Therapeutics (/025600828)	Mon 12/12/2016	San Diego, CA
(/053600476)	AMEX INTERaction (/053600476)	Tue 12/13/2016	New Orleans, LA
(/052601113)	USTFCCCA Annual Convention (/052601113)	Tue 12/13/2016	Orlando, FL
(/025600773)	Travel Industry Exchange (/025600773)	Wed 12/14/2016	San Diego, CA
(/017600263)	ASBA-ASA Annual Conference (/017600263)	Wed 12/14/2016	Phoenix, AZ

Name	Date	Location
NY Society for Gastrointestinal Endoscopy Annual Course (/081600308) (/081600308)	Thu 12/15/2016	New York, NY
KSUCPM Southeast Regional Conference (/052601234) (/052601234)	Thu 12/15/2016	Lake Buena Vista, FL
Holiday Matsuri (/052696026) (/052696026)	Fri 12/16/2016	Orlando, FL
Association For Jewish Studies Annual Conference (/025600895) (/025600895)	Sun 12/18/2016	San Diego, CA
Chick-Fil-A Peach Bowl FanFest (/051600485) (/051600485)	Sat 12/31/2016	Atlanta, GA
AGENDA Long Beach Winter (/022600973) (/022600973)	Thu 1/5/2017	Long Beach, CA
American Historical Association (/016600111) (/016600111)	Fri 1/6/2017	Denver, CO
Utah School Boards Association (/014600229) (/014600229)	Fri 1/6/2017	Salt Lake City, UT
Diocese of Reno Annual Conference (/015600608) (/015600608)	Fri 1/6/2017	Sparks, NV
Linguistic Society of America (/042600563) (/042600563)	Fri 1/6/2017	Austin, TX
Association of Performing Arts Presenters (/081600305) (/081600305)	Sat 1/7/2017	New York, NY
Heckerling 2017 (/052695950) (/052695950)	Mon 1/9/2017	Orlando, FL
Big Rock West Dealers Show (/011601224) (/011601224)	Tue 1/10/2017	Las Vegas, NV
Horizon Distributors (/017600708) (/017600708)	Wed 1/11/2017	Phoenix, AZ
The Special Event (/022600882) (/022600882)	Wed 1/11/2017	Long Beach, CA
Cubs Convention 2017 (/071600775) (/071600775)	Fri 1/13/2017	Chicago, IL
Orlando Dermatology Aesthetic and Clinical Conference (/052601011) (/052601011)	Fri 1/13/2017	Miami, FL
Osseodensification World Symposium (/052601205) (/052601205)	Fri 1/13/2017	Orlando, FL
Guardian Building Products Dealer Show (/052695974) (/052695974)	Fri 1/13/2017	Orlando, FL

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(/025600415)	Plant & Animal Genome Conference (PAG) (/025600415)	Sun 1/15/2017	San Diego, CA
(/011601244)	Affiliate Summit West (/011601244)	Sun 1/15/2017	Las Vegas, NV
(/025600987)	Power Plant Simulation Conference (/025600987)	Mon 1/16/2017	San Diego, CA
(/011601285)	Beauty Expo U.S.A. (/011601285)	Mon 1/16/2017	Las Vegas, NV
(/015600561)	Western Fairs Association (/015600561)	Mon 1/16/2017	Reno, NV
(/025601005)	Rotary International Assembly (/025601005)	Mon 1/16/2017	San Diego, CA
(/052696027)	6th Trial Master File Summit (/052696027)	Mon 1/16/2017	Orlando, FL
(/081600563)	Inman Connect - New York (/081600563)	Tue 1/17/2017	New York, NY
(/052600971)	American Hotel Register Expo 2017 (/052600971)	Tue 1/17/2017	Orlando, FL
(/052696056)	2017 Honeywell National Sales Meeting Trade Show and Welcome Reception (/052696056)	Tue 1/17/2017	ORLANDO, FL
(/079600186)	Minnesota Pork Congress (/079600186)	Tue 1/17/2017	Minneapolis, MN
(/052695987)	SalonCentric National Sales Conference (/052695987)	Wed 1/18/2017	Orlando, FL
(/052601152)	Phacilitate Leaders' Forum 2017 Incorporating Cell & Gene Therapy World and Immunotherapy World (/052601152)	Wed 1/18/2017	Miami, FL
(/022600959)	QRCA Annual Conference (/022600959)	Wed 1/18/2017	Los Angeles, CA
(/011601361)	National Association of Catastrophe Adjusters Annual Convention (/011601361)	Wed 1/18/2017	Las Vegas, NV
(/053600487)	Triological Society Combined Sciences Meeting (/053600487)	Thu 1/19/2017	New Orleans, LA
(/015600245)	Wild Sheep Foundation Annual Conference (/015600245)	Thu 1/19/2017	Reno, NV
(/042600403)	The Temps At Total Home & Gift Market - January (/042600403)	Thu 1/19/2017	Dallas, TX
(/011600929)	North American Neuromodulation Society Annual Meeting (/011600929)	Fri 1/20/2017	Las Vegas, NV
(/051600200)	American Library Association Midwinter Meeting (/051600200)	Fri 1/20/2017	Atlanta, GA
(/051600412)	The NATSO Show 2017 (/051600412)	Sat 1/21/2017	Savannah, GA
(/052696060)	Service Now (/052696060)	Sat 1/21/2017	Orlando
(/022600774)	SCCM Critical Care Congress (/022600774)	Sun 1/22/2017	Honolulu, HI

	Name	Date	Location
(/011601262)	ASHI Conference (/011601262)	Sun 1/22/2017	Las Vegas, NV
(/016600194)	Winter Sports Market (/016600194)	Mon 1/23/2017	Denver, CO
(/052601270)	The Annual Reliability and Maintainability Symposium (/052601270)	Mon 1/23/2017	Orlando, FL
(/052600887)	Continental Buying Group - Projection Show (/052600887)	Mon 1/23/2017	Orlando, FL
(/053600477)	Vehicle Finance Conference & Exposition (/053600477)	Tue 1/24/2017	New Orleans, LA
(/011601428)	2017 Preview Event (/011601428)	Tue 1/24/2017	Las Vegas, NV
(/053600268)	INTIX 38th Annual Conference & Exhibition (/053600268)	Tue 1/24/2017	New Orleans, LA
(/016600189)	ConvergeOne National Sales Conference (/016600189)	Tue 1/24/2017	Denver, CO
(/042600338)	Dallas Apparel & Accessories Market - January (/042600338)	Wed 1/25/2017	Dallas, TX
(/025600998)	San Diego Security Show (/025600998)	Wed 1/25/2017	San Diego, CA
(/083600597)	Baltimore Boat Show (/083600597)	Thu 1/26/2017	Baltimore, MD
(/016600014)	SIA Snow Show (/016600014)	Thu 1/26/2017	Denver, CO
(/052695937)	2017 Marital & Family Law Review Course (/052695937)	Thu 1/26/2017	Orlando, FL
(/022600969)	The Classic Auto Show (/022600969)	Fri 1/27/2017	Los Angeles, CA
(/061600457)	Seattle International Boat Show (/061600457)	Fri 1/27/2017	Seattle, WA
(/052696066)	American Multi Cinema Inc. Annual Connections Conference (/052696066)	Fri 1/27/2017	Orlando, FL
(/081600494)	New York Podiatric Clinical Conference and Exhibition (/081600494)	Fri 1/27/2017	New York, NY
(/022600320)	International Salon & Spa Expo (/022600320)	Sat 1/28/2017	Long Beach, CA
(/042600341)	The Men's Show - February (/042600341)	Sat 1/28/2017	Dallas, TX
(/017630009)	Patterson Medical National Sales Meeting Vendor Fair (/017630009)	Tue 1/31/2017	Phoenix, AZ
(/017600383)	AGTA Gemfair In Tucson (/017600383)	Tue 1/31/2017	Tucson, AZ
(/025601001)	31st Annual San Diego Conference on Child and Family Maltreatment (/025601001)	Tue 1/31/2017	San Diego, CA
(/051600120)	International Production & Processing Expo (/051600120)	Tue 1/31/2017	Atlanta, GA
(/025600945)	SprayFoam Conference & Expo (/025600945)	Tue 1/31/2017	Palm Springs, CA
(/011600193)	Hanger Education Fair (/011600193)	Tue 1/31/2017	Las Vegas, NV
(/025600850)	TD Ameritrade Institutional National Conference (/025600850)	Wed 2/1/2017	San Diego, CA
(/024600511)	DesignCon (/024600511)	Wed 2/1/2017	Santa Clara, CA
(/052601195)	National Electrical Manufacturers Representatives Assn. (/052601195)	Wed 2/1/2017	ORLANDO, FL
(/022601029)	Digital Entertainment World (/022601029)	Wed 2/1/2017	Marina Del Rey, CA

	Name	Date	Location
(/011601002)	Safari Club International (/011601002)	Wed 2/1/2017	Las Vegas, NV
(/022600981)	W.A.C.E. Annual Conference (/022600981)	Wed 2/1/2017	Los Angeles, CA
(/022600679)	Landscape Industry Show (/022600679)	Wed 2/1/2017	Ontario, CA
(/015600615)	Poolcorp Winter Business Expo (/015600615)	Wed 2/1/2017	Reno, NV
(/052696024)	Tech Fair 2017 (/052696024)	Fri 2/3/2017	Orlando, FL
(/042695331)	The DFW Boat Expo (/042695331)	Fri 2/3/2017	Dallas, TX
(/051600510)	Clark Atlanta University Career Fair (/051600510)	Fri 2/3/2017	Atlanta, GA
(/052601210)	BlueLine Rental Annual Meeting (/052601210)	Fri 2/3/2017	Orlando, FL
(/052696063)	Perfect Wedding Guide 2017 (/052696063)	Sun 2/5/2017	Orlando, FL
(/052695934)	UNFI Orlando Tabletop Show (/052695934)	Mon 2/6/2017	Orlando, FL
(/052630021)	Program Leadership Conference (/052630021)	Mon 2/6/2017	Ft Lauderdale, FL
(/022601018)	Joint Defense Veterans Audiology Conference (/022601018)	Mon 2/6/2017	Los Angeles, CA
(/083600627)	USDA ARS 4th International Biosafety & Biocontainment Symposium (/083600627)	Mon 2/6/2017	Baltimore, MD
(/083600206)	ICSC Mid-Atlantic Conference & Deal Making (/083600206)	Tue 2/7/2017	Washington DC
(/024600597)	SaaStr Annual 2017 (/024600597)	Tue 2/7/2017	San Francisco, CA
(/025601013)	California Unified Program Conference (/025601013)	Tue 2/7/2017	San Diego, CA
(/052601275)	Drug Delivery Partnerships (/052601275)	Tue 2/7/2017	Palm Beach Gardens, FL
(/025600921)	Paper First Affiliates (/025600921)	Tue 2/7/2017	Rancho Mirage, CA
(/025600972)	Appliance Service Training Institute (/025600972)	Wed 2/8/2017	San Diego, CA
(/079600127)	LeadingAge Minnesota Institute + Expo (/079600127)	Wed 2/8/2017	Minneapolis, MN
(/011600768)	International Awards and Personalization Expo (/011600768)	Wed 2/8/2017	Las Vegas, NV
(/071600781)	RCMA Emerge Conference (/071600781)	Wed 2/8/2017	Chicago, IL
(/052600866)	ITEXPO Fort Lauderdale 2017 and IOT Fort Lauderdale 2017 (/052600866)	Wed 2/8/2017	Fort Lauderdale, FL
(/052601015)	South Beach Symposium (/052601015)	Thu 2/9/2017	Miami Beach, FL
(/011601431)	Association of Academic Physiatrists Annual Meeting (/011601431)	Thu 2/9/2017	Las Vegas, NV
(/083600573)	Motor Trend International Auto Show - Baltimore (/083600573)	Thu 2/9/2017	Baltimore, MD
(/071600452)	Chicago Auto Show (/071600452)	Thu 2/9/2017	Chicago, IL
(/052695926)	CMAA 90th World Conference and Club Business Expo (/052695926)	Thu 2/9/2017	Orlando, FL
(/053600485)	ASDIN Annual Scientific Meeting (/053600485)	Fri 2/10/2017	New Orleans, LA

Name	Date	Location
PrimeSource PremierClub (/011600987)	Fri 2/10/2017	Las Vegas, NV
CalABA (/022600997)	Fri 2/10/2017	Anaheim, CA
36th Annual Conference on The First-Year Experience (/051600464)	Sat 2/11/2017	Atlanta, GA
Bronner Bros. Mid-Winter International Beauty Show (/051630022)	Sat 2/11/2017	Atlanta, GA
Association for Research in Otolaryngology (/083600339)	Sat 2/11/2017	Baltimore, MD
AESP National Conference & Expo (/052601107)	Mon 2/13/2017	Orlando, FL
Solar Power Northeast (/081600452)	Mon 2/13/2017	Boston, MA
HD Supply Selling Family Summit (/051600488)	Mon 2/13/2017	Atlanta, GA
2017 Public Lands Alliance Convention & Tradeshow (/083600566)	Tue 2/14/2017	Arlington, VA
Staffing Industry Executive Forum (/025601022)	Tue 2/14/2017	San Diego, CA
RAA (/052696065)	Tue 2/14/2017	Orlando, FL
National Mortgage Servicing Conference (/042600485)	Tue 2/14/2017	Grapevine, TX
Integra Annual Conference (/053600479)	Tue 2/14/2017	New Orleans, LA
ATMIA US Conference 2017 (/052695973)	Tue 2/14/2017	Orlando, FL
Association of Government Accountants National Leadership Training (/083600285)	Wed 2/15/2017	Washington DC
ICOI Winter Implant Symposium (/053600388)	Thu 2/16/2017	New Orleans, LA
Orgill Spring Dealer Market (/053600358)	Thu 2/16/2017	New Orleans, LA
SC&RA Specialized Transportation Symposium (/052601187)	Thu 2/16/2017	Lake Buena Vista, FL
US Hispanic Leadership Institute (/071600832)	Thu 2/16/2017	Chicago, IL

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(/014600322)	Western Hunting and Conservation Expo (/014600322)	Thu 2/16/2017	Sandy, UT
(/022600524)	Long Beach Coin & Collectibles Expo - Winter (/022600524)	Thu 2/16/2017	Long Beach, CA
(/017600695)	Point S Development Annual Meeting (/017600695)	Fri 2/17/2017	Phoenix, AZ
(/022600373)	True Value Spring & Rental Reunion (/022600373)	Fri 2/17/2017	Los Angeles, CA
(/052696083)	QA and Dosimetry (/052696083)	Fri 2/17/2017	Orlando, FL
(/042695332)	Dallas Autorama (/042695332)	Fri 2/17/2017	Dallas, TX
(/011601338)	Retail Packaging Association (/011601338)	Fri 2/17/2017	Las Vegas, NV
(/061600712)	Seattle Home Show (/061600712)	Sat 2/18/2017	Seattle, WA
(/052695924)	Aspen 2017 CNW (/052695924)	Sat 2/18/2017	Orlando, FL
(/052601189)	IFEBP Trustees And Administration Institute (/052601189)	Sun 2/19/2017	Lake Buena Vista, FL
(/011600857)	OFF PRICE Specialists Show - Winter (/011600857)	Sun 2/19/2017	Las Vegas, NV
(/025600805)	MBA's CREF/Multifamily Housing Convention and Expo (/025600805)	Sun 2/19/2017	San Diego, CA
(/042600536)	North American Meat Institute Annual Meat Conference (/042600536)	Mon 2/20/2017	Dallas, TX
(/071600805)	Culver's Reunion (/071600805)	Mon 2/20/2017	Chicago, IL
(/053600493)	National Cable Television Cooperative - Winter Educational Conference (/053600493)	Mon 2/20/2017	New Orleans, LA
(/011601315)	AGENDA Las Vegas Winter (/011601315)	Mon 2/20/2017	Las Vegas, NV
(/011601322)	Capsule Las Vegas Winter (/011601322)	Mon 2/20/2017	Las Vegas, NV
(/042600544)	OWS17 (/042600544)	Mon 2/20/2017	San Antonio, TX
(/011601332)	STITCH - Las Vegas (/011601332)	Mon 2/20/2017	Las Vegas, NV
(/042600494)	Aquaculture America (/042600494)	Mon 2/20/2017	San Antonio, TX
(/011601435)	CURVE Las Vegas (/011601435)	Tue 2/21/2017	Las Vegas, NV
(/011600698)	PROJECT WOMENS (/011600698)	Tue 2/21/2017	Las Vegas, NV
(/011600503)	WWDMAGIC/Sourcing @ MAGIC/Footwear Sourcing @ MAGIC/WSA at MAGIC/Children's Club MAGIC AccessoriesTheShow @WWDMAGIC (/011600503)	Tue 2/21/2017	Las Vegas, NV

Name	Date	Location
AFCEA/USNI West 2017 (/025600922)	Tue 2/21/2017	San Diego, CA
FN PLATFORM (/011600482)	Tue 2/21/2017	Las Vegas, NV
PROJECT / THE TENTS / THE COLLECTIVE / POOL (/011600479)	Tue 2/21/2017	Las Vegas, NV
CISC Leadership Symposium (/022601084)	Wed 2/22/2017	Los Angeles, CA
Lextron Animal Health (/015600609)	Wed 2/22/2017	Reno, NV
Chain Drug Marketing Association - 91st Trade Expo (/011601363)	Wed 2/22/2017	Las Vegas, NV
MAC Tools Tool Fair (/051600450)	Wed 2/22/2017	Nashville, TN
Annual Assembly of the AAHPM and Hospice and Palliative Nurses (/017600570)	Wed 2/22/2017	Phoenix, AZ
Minnesota Private Colleges Job Fair (/079600242)	Wed 2/22/2017	Minneapolis, MN
Tug Connects 2017 (/052696081)	Wed 2/22/2017	Orlando, FL
International Studies Association (/083600202)	Wed 2/22/2017	Baltimore, MD
AHAA 2017 Convention (/052695942)	Wed 2/22/2017	Orlando, FL
2017 Mega Conference (/052696061)	Thu 2/23/2017	Orlando, FL
International Erosion Control Association (/051600443)	Thu 2/23/2017	Atlanta, GA
Dallas RV Super Sale (/042695333)	Thu 2/23/2017	Dallas, TX
ASSR Annual Symposium (/025601070)	Thu 2/23/2017	San Diego, CA
National Archery Buyer's Association (/015600232)	Thu 2/23/2017	Reno, NV
American Student Dental Association Annual Session (/052601202)	Thu 2/23/2017	Orlando, FL
University of Minnesota Job Fair (/079600247)	Fri 2/24/2017	Minneapolis, MN
Clinic of Champions (Football) (/015600191)	Fri 2/24/2017	Reno, NV
LAB DAY Chicago 2017 (/071600647)	Fri 2/24/2017	Chicago, IL
Wizarding Dayz (/014600357)	Fri 2/24/2017	Sandy, UT
Mid-Winter Radiological Conference (/022601059)	Sat 2/25/2017	Pasadena, CA
Greater Milwaukee Auto Show (/071600787)	Sat 2/25/2017	Milwaukee, WI
Association of Dermatology Administrators and Managers (/052696071)	Sat 2/25/2017	Orlando, FL
New England Food Show (/081600530)	Sun 2/26/2017	Boston, MA
Alliance Flooring Convention (/051600448)	Sun 2/26/2017	Atlanta, GA
SFIG Vegas (/011600689)	Sun 2/26/2017	Las Vegas, NV
RE/MAX R4 (/011600901)	Mon 2/27/2017	Las Vegas, NV

Name	Date	Location
(/081600595) TMRW (/081600595)	Mon 2/27/2017	New York, NY
(/081600586) SOLE COMMERCE (/081600586)	Mon 2/27/2017	New York, NY
(/081600603) FOOTWEAR @ COTERIE (/081600603)	Mon 2/27/2017	New York, NY
(/081600584) ACTIVE (/081600584)	Mon 2/27/2017	New York, NY
(/052696055) Bi HANA Basis and SAP Administration 2017 (/052696055)	Mon 2/27/2017	Orlando, FL
(/081600582) EDIT (/081600582)	Mon 2/27/2017	New York, NY
(/017600651) ResNet Conference (/017600651)	Mon 2/27/2017	Phoenix, AZ
(/081600592) FAME (/081600592)	Mon 2/27/2017	New York, NY
(/024600561) DVCon (/024600561)	Mon 2/27/2017	San Jose, CA
(/081600590) STITCH - New York (/081600590)	Mon 2/27/2017	New York, NY
(/081600598) FASHION 2 GO (/081600598)	Mon 2/27/2017	New York, NY
(/081600585) MODA (/081600585)	Mon 2/27/2017	New York, NY
(/081600587) EMERGING DESIGNERS (/081600587)	Mon 2/27/2017	New York, NY
(/081600581) ACCESSORIES THE SHOW (/081600581)	Mon 2/27/2017	New York, NY
(/081600242) FASHION COTERIE (/081600242)	Mon 2/27/2017	New York, NY
(/011601439) Minimally Invasive Surgery Symposium (/011601439)	Tue 2/28/2017	Las Vegas, NV
(/025600999) CFSA Annual Meeting and Conference (/025600999)	Tue 2/28/2017	San Diego, CA
(/022600998) Quirk's Event West (/022600998)	Tue 2/28/2017	Irvine, CA
(/052601108) NRB International Christian Media Convention & Exposition (/052601108)	Tue 2/28/2017	Orlando, FL
(/024600607) BPI West (/024600607)	Tue 2/28/2017	San Francisco, CA
(/024600516) Game Developers Conference 2017 (/024600516)	Wed 3/1/2017	San Francisco, CA
(/022601071) Unified Sell-Abraction (/022601071)	Wed 3/1/2017	Ontario, CA
(/015600519) CPRS Conference and Expo (/015600519)	Wed 3/1/2017	Sacramento, CA
(/022600776) The Fred Hall Show - The Ultimate Outdoor Experience (/022600776)	Wed 3/1/2017	Long Beach, CA
(/083600562) NAIS Annual Conference (/083600562)	Thu 3/2/2017	Baltimore, MD
(/052601139) American Assn. of Colleges for Teacher Education Annual Meeting & Exhibits (/052601139)	Thu 3/2/2017	Tampa, FL
(/025600634) California Association of Directors of Activities (/025600634)	Thu 3/2/2017	San Diego, CA
(/061600647) Emerald City Comicon (/061600647)	Thu 3/2/2017	Seattle, WA
(/052601277) DaVita Physicians Leadership Meeting (/052601277)	Thu 3/2/2017	Kissimmee, FL

Name	Date	Location
International Women in Aviation Conference (/052600978)	Thu 3/2/2017	Lake Buena Vista, FL
Sewing and Stitchery Expo (/061601112)	Thu 3/2/2017	Puyallup, WA
Environmental Health Symposium Annual Conference (/025601007)	Fri 3/3/2017	San Diego, CA
Texas Home & Garden Show Dallas (/042695334)	Fri 3/3/2017	Dallas, TX
Utah Ophthalmological Society Annual Scientific Meeting (/014600330)	Fri 3/3/2017	Salt Lake City, UT
International Restaurant and Foodservice Show of New York (/081600526)	Sun 3/5/2017	New York, NY
SCM SCM HR CEC IOT MFG PLM AND PROCUREMENT 2017 (/052696058)	Mon 3/6/2017	Orlando, FL
IEEE International Conference on Acoustics Speech & Signal Processing (/053600521)	Mon 3/6/2017	New Orleans, LA
National Safety Council Texas Safety Conference & Expo (/042600616)	Mon 3/6/2017	Fort Worth, TX
Pittcon 2017 (/071600773)	Mon 3/6/2017	Chicago, IL
PBMI Drug Benefit Conference (/052601198)	Mon 3/6/2017	Orlando, FL
Plastics Recycling Conference (/053600347)	Mon 3/6/2017	New Orleans, LA
BJ's Wholesale Club Trade Show (/052696053)	Mon 3/6/2017	Orlando, FL
WVC (/011600809)	Mon 3/6/2017	Las Vegas, NV
Lenders One 2017 Winter Conference and Expo (/052696064)	Mon 3/6/2017	Orlando, FL
SSOW (/052696078)	Mon 3/6/2017	Orlando, FL
Western States Sheriffs' Association Annual Training Conference (/015600618)	Tue 3/7/2017	Reno, NV
Associated General Contractors Annual Convention (/011601434)	Tue 3/7/2017	Las Vegas, NV
CONEXPO-CON/AGG & IFPE 2017 (/011600916)	Tue 3/7/2017	Las Vegas, NV

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	Name	Date	Location
(/052695949)	Brandsource The Summit (/052695949)	Tue 3/7/2017	Orlando, FL
(/042600463)	HAI HELI-EXPO 2017 (/042600463)	Tue 3/7/2017	Dallas, TX
(/011601121)	MURTC - Multi-Unit Restaurant Technology Conference (/011601121)	Tue 3/7/2017	Las Vegas, NV
(/016600203)	Remediation Technology Summit (REMTEC) (/016600203)	Tue 3/7/2017	Denver, CO
(/022600926)	Combined Claims Conference (/022600926)	Tue 3/7/2017	Los Angeles, CA
(/017600645)	International Conference & Exhibition on Device Packaging (/017600645)	Tue 3/7/2017	Phoenix, AZ
(/051600445)	Southeastern Psychological Association Annual Meeting (/051600445)	Wed 3/8/2017	Atlanta, GA
(/071600812)	International Conference on Technology in Collegiate Math (/071600812)	Thu 3/9/2017	Chicago, IL
(/061601144)	Alliance Small Business Tradeshow (/061601144)	Thu 3/9/2017	Puyallup, WA
(/083600634)	Powering Africa: Summit (/083600634)	Thu 3/9/2017	Washington DC
(/022600992)	Natural Products Expo West - Marriott (/022600992)	Thu 3/9/2017	Anaheim, CA
(/025601004)	The 17th Annual Employee Health Care Conference (/025601004)	Thu 3/9/2017	San Diego, CA
(/052600942)	2017 SPE National Conference (/052600942)	Thu 3/9/2017	Orlando, FL
(/052600896)	American Numismatic Association National Money Show - Spring (/052600896)	Thu 3/9/2017	Orlando, FL
(/022600993)	Natural Products Expo West - Hilton (/022600993)	Thu 3/9/2017	Anaheim, CA
(/053600409)	Cornwell Quality Tools (/053600409)	Fri 3/10/2017	New Orleans, LA
(/083600616)	Henry Schein Medical National Sales Meeting (/083600616)	Fri 3/10/2017	Washington DC
(/022600283)	Natural Products Expo West / Engredea (/022600283)	Fri 3/10/2017	Anaheim, CA
(/014600394)	Utah Coalition Against Pornography (/014600394)	Sat 3/11/2017	Sandy, UT
(/052696025)	Southeast Produce Council (/052696025)	Sat 3/11/2017	Orlando, FL
(/052696084)	Benefitfocus One Place (/052696084)	Sat 3/11/2017	Orlando, FL
(/083600300)	American Council on Education Annual Meeting (/083600300)	Sun 3/12/2017	Washington DC
(/024600498)	Innovations (League for Innovation in the Community College) (/024600498)	Sun 3/12/2017	San Francisco, CA

	Name	Date	Location
(/061601217)	Dynamics 365 Technology Conference (/061601217)	Sun 3/12/2017	Seattle, WA
(/025600973)	CICA International Conference (Spring) (/025600973)	Sun 3/12/2017	San Diego, CA
(/051600341)	AUSA ILW Global Force Symposium and Exposition (/051600341)	Mon 3/13/2017	Huntsville, AL
(/071600313)	Aquatic Animal Life Support Operators (/071600313)	Mon 3/13/2017	St Louis, MO
(/022601091)	Source British (/022601091)	Mon 3/13/2017	Los Angeles, CA
(/052601183)	Elevate (/052601183)	Mon 3/13/2017	Orlando, FL
(/024600562)	SEMI-THERM (/024600562)	Tue 3/14/2017	San Jose, CA
(/011600776)	Merchant Risk Council (/011600776)	Tue 3/14/2017	Las Vegas, NV
(/024600612)	TSMC Technology Symposium (/024600612)	Wed 3/15/2017	Santa Clara, CA
(/052696080)	ICSC VRN (/052696080)	Wed 3/15/2017	Orlando, FL
(/079600028)	Midwest Poultry Federation Convention (/079600028)	Wed 3/15/2017	Minneapolis, MN
(/042600604)	ICBA Community Banking LIVE Expo (/042600604)	Wed 3/15/2017	San Antonio, TX
(/014600390)	Utah Coalition for Educational Technology (/014600390)	Thu 3/16/2017	Salt Lake City, UT
(/052601084)	American Academy of Pain Medicine Annual Meeting (/052601084)	Thu 3/16/2017	Orlando, FL
(/024600521)	ASTRO Multidisciplinary Thoracic Cancers Symposium (/024600521)	Thu 3/16/2017	San Francisco, CA
(/052696093)	Mayo Clinic (/052696093)	Thu 3/16/2017	Orlando, FL
(/061601123)	Harbor Wholesale Foods Tradeshow (/061601123)	Thu 3/16/2017	Seattle, WA
(/014600364)	Salt Lake Comic Con FanXperience (/014600364)	Fri 3/17/2017	Sandy, UT
(/052696072)	2017 Neighborhood and Community Summit (/052696072)	Sat 3/18/2017	Orlando, FL
(/017600537)	World of Modular (/017600537)	Sat 3/18/2017	Tucson, AZ
(/052630019)	LPL Financial Masters 2017 (/052630019)	Sat 3/18/2017	Boca Raton, FL
(/083600619)	LAMP '17 (/083600619)	Sun 3/19/2017	Washington DC
(/042600638)	Transporting Students with Disabilities & Preschoolers (/042600638)	Sun 3/19/2017	Frisco, TX
(/017600712)	VP Builder Meeting (/017600712)	Sun 3/19/2017	Phoenix, AZ
(/053600506)	UniPro Spring Purchasing Conference (/053600506)	Mon 3/20/2017	New Orleans, LA
(/024600602)	IEEE Wireless Communications and Networking Conference (/024600602)	Mon 3/20/2017	San Francisco, CA
(/022601020)	Amplify by GPUG (/022601020)	Mon 3/20/2017	Anaheim, CA
(/071600726)	American Society On Aging (/071600726)	Tue 3/21/2017	Chicago, IL
(/081600499)	American Burn Association (/081600499)	Tue 3/21/2017	Boston, MA

	Name	Date	Location
(/015600614)	GOMACTech (/015600614)	Tue 3/21/2017	Reno, NV
(/081600536)	Quirk's Event (/081600536)	Tue 3/21/2017	New York, NY
(/024600605)	Search Marketing West Expo - 2017 (/024600605)	Tue 3/21/2017	San Jose, CA
(/051600368)	ICSC Carolinas Conference & Deal Making (/051600368)	Tue 3/21/2017	Charlotte, NC
(/025600722)	Association for Environmental Health and Sciences (/025600722)	Tue 3/21/2017	San Diego, CA
(/081600450)	American Association of Neuroscience Nurses Educational Meeting (/081600450)	Tue 3/21/2017	Boston, MA
(/011601261)	NAID/MWMA Annual Conference & Expo (/011601261)	Wed 3/22/2017	Las Vegas, NV
(/042600337)	Dallas Apparel & Accessories Market - March (/042600337)	Wed 3/22/2017	Dallas, TX
(/083600336)	Association of College & Research Libraries (/083600336)	Wed 3/22/2017	Baltimore, MD
(/052601143)	Global Pet Expo 2017 (/052601143)	Wed 3/22/2017	Orlando, FL
(/052601190)	Learning Solutions (Guild) (/052601190)	Wed 3/22/2017	Lake Buena Vista, FL
(/071600885)	UPCEA Annual Conference (/071600885)	Wed 3/22/2017	Chicago, IL
(/017600698)	NISSCO RDG Annual Conference (/017600698)	Thu 3/23/2017	Phoenix, AZ
(/022600960)	California Association for the Education of Young Children (/022600960)	Thu 3/23/2017	Ontario, CA
(/083600500)	Nonprofit Technology Conference (/083600500)	Thu 3/23/2017	Washington DC
(/024600323)	IADR General Session & Exhibition and AADR/CADR Annual Meetings (/024600323)	Thu 3/23/2017	San Francisco, CA
(/061601174)	Automotive Training Expo (/061601174)	Fri 3/24/2017	Seattle, WA
(/042600550)	Bassmaster Classic Outdoors Expo (/042600550)	Fri 3/24/2017	Houston, TX
(/022600922)	First Hawaiian International Auto Show (/022600922)	Fri 3/24/2017	Honolulu, HI
(/015600627)	CannaGrow Expo (/015600627)	Sat 3/25/2017	Reno, NV
(/052696059)	Aium Annual Convention (/052696059)	Sat 3/25/2017	Orlando, FL
(/071670166)	America's Beauty Show® (/071670166)	Sat 3/25/2017	Chicago, IL
(/071600694)	MBA's National Technology In Mortgage Banking Conference & Expo 2017 (/071600694)	Sun 3/26/2017	Chicago, IL
(/052601135)	Disaster Recovery Journal Spring World (/052601135)	Sun 3/26/2017	Orlando, FL
(/052601200)	2017 IAADFS Duty Free Show of the Americas (/052601200)	Sun 3/26/2017	Orlando, FL
(/015600380)	National Association of Educational Procurement (/015600380)	Mon 3/27/2017	Reno, NV
(/042600554)	Society of Gynecologic Surgeons Annual Scientific Meeting (/042600554)	Mon 3/27/2017	San Antonio, TX
(/017600765)	MM Academy Meeting (/017600765)	Mon 3/27/2017	Phoenix, AZ
(/079600054)	Upper Midwest Convenience Store & Energy Convention (/079600054)	Tue 3/28/2017	Minneapolis, MN

Name	Date	Location
CinemaCon (/011601123)	Tue 3/28/2017	Las Vegas, NV
(/011601123)		
Bluetooth World 2017 (/024600598)	Tue 3/28/2017	Santa Clara, CA
(/024600598)		
2017 Loews National Meeting (/052695946)	Tue 3/28/2017	Orlando, FL
(/052695946)		
8th Annual 2017 State Healthcare IT Connect Summit (/083600620)	Tue 3/28/2017	Baltimore, MD
(/083600620)		
Nightclub & Bar Convention and Trade Show (/011600567)	Tue 3/28/2017	Las Vegas, NV
(/011600567)		
Minnesota Telecom Alliance (/079600156)	Tue 3/28/2017	Minneapolis, MN
(/079600156)		
Hematology Oncology Pharmacy Association Annual Conference (/022600746)	Wed 3/29/2017	Anaheim, CA
(/022600746)		
Silicon Valley Virtual Reality Conference & Expo (/024600603)	Wed 3/29/2017	San Jose, CA
(/024600603)		
International Wireless Communications Expo (/011600385)	Wed 3/29/2017	Las Vegas, NV
(/011600385)		
INTEX Expo (/011600961)	Wed 3/29/2017	Las Vegas, NV
(/011600961)		
Drosophila Research Conference (/025600985)	Wed 3/29/2017	San Diego, CA
(/025600985)		
American Organization of Nurse Executives Annual Meeting & Exposition (/083600323)	Thu 3/30/2017	Baltimore, MD
(/083600323)		
Pediatrics Urgent Care Conference (/053600478)	Thu 3/30/2017	New Orleans, LA
(/053600478)		
OEIS National Scientific Annual Meeting (/022600710)	Fri 3/31/2017	Santa Monica, CA
(/022600710)		
American Assn of Collegiate Registrars & Admissions Officers (/079600131)	Sun 4/2/2017	Minneapolis, MN
(/079600131)		
Association of Legal Administrators Annual Conference and Exposition (/016600202)	Sun 4/2/2017	Denver, CO
(/016600202)		
Thomas Built Buses Dealer Meeting Tradeshow (/042600596)	Sun 4/2/2017	Grapevine, TX
(/042600596)		
Henry Schein (/052696077)	Sun 4/2/2017	Orlando, FL
(/052696077)		
ADISA Spring Conference (/053600502)	Mon 4/3/2017	New Orleans, LA
(/053600502)		

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Name	Date	Location
ProMat 2017 (/071671301)	Mon 4/3/2017	Chicago, IL
CoSN Annual Conference (/071600900)	Mon 4/3/2017	Chicago, IL
Innovative Users Group Meeting (/083600584)	Mon 4/3/2017	Washington DC
Automate (/071671353)	Mon 4/3/2017	Chicago, IL
CSCU (/052696092)	Mon 4/3/2017	Orlando, FL
PACE Convention & Expo (/052601230)	Mon 4/3/2017	Tampa, FL
Big O Tires Convention (/025600934)	Tue 4/4/2017	San Diego, CA
SUN 'n FUN (/052600884)	Tue 4/4/2017	Lakeland, FL
The Outcomes Conference CLA Dallas (/042600552)	Tue 4/4/2017	Dallas, TX
Enterprise Data World (/051600507)	Tue 4/4/2017	Atlanta, GA
International Society for Heart & Lung Transplantation (/025600740)	Wed 4/5/2017	San Diego, CA
Measurement Science Conference (/022600391)	Wed 4/5/2017	Anaheim, CA
NAHAD - The Association for Hose & Accessories Distribution (/042600555)	Wed 4/5/2017	San Antonio, TX
HostingCon Global 2017 (/022600931)	Wed 4/5/2017	Los Angeles, CA
Data Center World Global 2017 (/022600881)	Wed 4/5/2017	Los Angeles, CA
The International Travel Goods Show (/011601266)	Wed 4/5/2017	Las Vegas, NV
National Head Start Association Annual Training Conference (/071600822)	Thu 4/6/2017	Chicago, IL
A4M, American Academy of Anti-Aging Medicine - Spring (/052600774)	Thu 4/6/2017	Hollywood, FL
International Factoring Association Annual Factoring Conference (/042600597)	Thu 4/6/2017	Fort Worth, TX
TIA Capital Ideas Conference & Exhibition (/011600669)	Thu 4/6/2017	Las Vegas, NV
Society for Research in Child Development (/042600607)	Thu 4/6/2017	Austin, TX
The Orlando Women's Conference (/052601283)	Fri 4/7/2017	Orlando, FL
ASTRO Annual Refresher Course (/071600811)	Fri 4/7/2017	Chicago, IL

	Name	Date	Location
(/052696054)	36th Annual Conference & Jail Expo (/052696054)	Sun 4/9/2017	Orlando, FL
(/022601017)	Western Gas Measurement Short Course (/022601017)	Mon 4/10/2017	Los Angeles, CA
(/051600513)	Midmarket CIO Forum (/051600513)	Mon 4/10/2017	Savannah, GA
(/025600536)	Indian Gaming Trade Show & Convention (/025600536)	Mon 4/10/2017	San Diego, CA
(/017600692)	AASHTO GIS for Transportation Symposium (/017600692)	Mon 4/10/2017	Phoenix, AZ
(/025601074)	Global SCRUM GATHERING® San Diego 2017 (/025601074)	Mon 4/10/2017	San Diego, CA
(/053600383)	Navigator Emergency Dispatch Summit (/053600383)	Tue 4/11/2017	New Orleans, LA
(/015600317)	NWPPA Engineering & Operations Conference and Trade Show (/015600317)	Tue 4/11/2017	Reno, NV
(/052601260)	HT-NEXT (/052601260)	Tue 4/11/2017	Orlando, FL
(/014600343)	COSUGI (/014600343)	Tue 4/11/2017	Sandy, UT
(/022601045)	APCO Western Regional Conference (/022601045)	Tue 4/11/2017	Ontario, CA
(/083600631)	National Association of Black Social Workers National Conference (/083600631)	Tue 4/11/2017	Washington DC
(/011601300)	Dal-Tile National Sales Conference (/011601300)	Tue 4/11/2017	Las Vegas, NV
(/017600693)	Mountain West Credit Union Association Annual Meeting & Convention (/017600693)	Wed 4/12/2017	Scottsdale, AZ
(/017600363)	Arizona Conference on Roads & Streets (/017600363)	Wed 4/12/2017	Tucson, AZ
(/017600428)	National Wood Flooring Association (/017600428)	Wed 4/12/2017	Phoenix, AZ
(/022600682)	CASBO (/022600682)	Thu 4/13/2017	Long Beach, CA
(/015600602)	Core-Mark Sacramento (/015600602)	Fri 4/14/2017	Reno, NV
(/079600165)	Reinhart Foodservice Foodshow (/079600165)	Tue 4/18/2017	Minneapolis, MN
(/071600774)	NCEA 2017 (/071600774)	Tue 4/18/2017	St Louis, MO
(/011601326)	AFSA Annual Independents Conference and Exposition (/011601326)	Tue 4/18/2017	Las Vegas
(/052696010)	Ingredient Marketplace 2017 (/052696010)	Wed 4/19/2017	Orlando, FL
(/053600490)	North American Tire & Retread Expo (/053600490)	Wed 4/19/2017	New Orleans, LA
(/011601263)	NAMA OneShow (/011601263)	Wed 4/19/2017	Las Vegas, NV
(/052695986)	National Kidney Foundation Spring Clinical Meeting (/052695986)	Wed 4/19/2017	Orlando, FL
(/052695948)	Society of Cardiovascular Anesthesiologists (/052695948)	Thu 4/20/2017	Orlando, FL
(/052696067)	18th Annual IHI Summit (/052696067)	Thu 4/20/2017	Orlando, FL
(/011601324)	Annex Brands, Inc. (/011601324)	Thu 4/20/2017	Las Vegas, NV
(/015600515)	California State Athletic Directors Association (/015600515)	Thu 4/20/2017	Sparks, NV

	Name	Date	Location
(/017630010)	Ingram Micro Cloud Summit 2017 (/017630010)	Thu 4/20/2017	Phoenix, AZ
(/052601144)	International Vein Congress (/052601144)	Thu 4/20/2017	Miami Beach, FL
(/052601279)	Planet Fitness Independent Franchisee Association (/052601279)	Thu 4/20/2017	Lake Buena Vista, FL
(/014600358)	SNAP! The Conference (/014600358)	Thu 4/20/2017	Salt Lake City, UT
(/016600198)	Western Institute of Nursing Communicating Nursing Research Conference (/016600198)	Thu 4/20/2017	Denver, CO
(/014600352)	Salt Lake City Marathon and 5K (/014600352)	Fri 4/21/2017	Sandy, UT
(/017600664)	Specialized Carriers & Rigging Association Annual Conference (/017600664)	Fri 4/21/2017	Scottsdale, AZ
(/083600581)	Museum Store Association Retail Conference and Expo (/083600581)	Fri 4/21/2017	Pittsburgh, PA
(/079600246)	Minnesota Education Job Fair (/079600246)	Fri 4/21/2017	Minneapolis, MN
(/071600799)	Chicago Comic & Entertainment Expo (/071600799)	Fri 4/21/2017	Chicago, IL
(/052601293)	EPIC Pharmacies Annual Tradeshow (/052601293)	Sat 4/22/2017	Orlando, FL
(/071695150)	Radiology Business Management (/071695150)	Sun 4/23/2017	Chicago, IL
(/053600474)	American Association of Community Colleges Annual Convention (/053600474)	Sun 4/23/2017	New Orleans, LA
(/052600787)	2017 PMRG CONNECT Expo (/052600787)	Mon 4/24/2017	Orlando, FL
(/052696091)	RJFS 2017 National Conference for Professional Development Tech. Center (/052696091)	Mon 4/24/2017	Orlando, FL
(/052696090)	RJFS 2017 National Conference for Professional Development (/052696090)	Tue 4/25/2017	Orlando, FL
(/071600830)	AFS 121st Metalcasting Congress (/071600830)	Tue 4/25/2017	Milwaukee, WI
(/052601105)	UNOS Annual Transplant Management Forum (/052601105)	Tue 4/25/2017	Orlando, FL
(/071600821)	LeadingAge Illinois Annual Meeting & Expo (/071600821)	Wed 4/26/2017	Chicago, IL
(/042600475)	National Association of Healthcare Access Management (/042600475)	Wed 4/26/2017	Dallas, TX
(/025600385)	Response Expo 2017 (/025600385)	Wed 4/26/2017	San Diego, CA
(/011601190)	NADITA Conference (/011601190)	Wed 4/26/2017	Las Vegas, NV
(/079600047)	Minnesota Dental Association (/079600047)	Thu 4/27/2017	Minneapolis, MN
(/052600912)	AMMG Clinical Applications for Age Management Medicine Conference (/052600912)	Thu 4/27/2017	Orlando, FL
(/052600841)	Society for Industrial & Organizational Psychology Annual Conference (/052600841)	Thu 4/27/2017	Lake Buena Vista, FL
(/022600569)	America's Family Pet Expo (/022600569)	Fri 4/28/2017	Orange County, CA
(/014600392)	Salt Lake Off-Road Expo (/014600392)	Fri 4/28/2017	Salt Lake City, UT
(/024600551)	California State Parents and Teachers Association (/024600551)	Fri 4/28/2017	San Jose, CA
(/051600477)	National Rifle Association Annual Meetings & Exhibits (/051600477)	Fri 4/28/2017	Atlanta, GA

Name	Date	Location
American Society for Quality World Conference on Quality and Improvement (/051600387)	Sun 4/30/2017	Charlotte, NC
2017 Asembia Specialty Pharmacy Summit (/011601274)	Sun 4/30/2017	Las Vegas, NV
2017 ASPR Annual Conference (/025600866)	Sun 4/30/2017	San Diego, CA
Material Handling Equipment Distributors Association Annual Convention (/014600333)	Mon 5/1/2017	Salt Lake City, UT
Pro Partner Conference – Ruud and Rheem Events (/011630061)	Mon 5/1/2017	Las Vegas, NV
mediaXchange (/053600525)	Mon 5/1/2017	New Orleans, LA
North America CACS 2017 (/011630055)	Mon 5/1/2017	Las Vegas, NV
NH ISAC Spring 2017 Summit (/052696062)	Mon 5/1/2017	Orlando, FL
WERC Annual Conference (/042600455)	Mon 5/1/2017	Fort Worth, TX
CNS Partnership Conference (/052601303)	Mon 5/1/2017	Orlando, FL
California Solar Power Expo (/025601028)	Mon 5/1/2017	San Diego, CA
IAITAM Spring ACE (/011601306)	Tue 5/2/2017	Las Vegas, NV
National Congress & Expo for Manufactured and Modular Housing (/011600852)	Tue 5/2/2017	Las Vegas, NV
LeadingAge California Annual Conference & Exposition (/024600519)	Tue 5/2/2017	San Francisco, CA
2017 Toshiba LEAD Conference (/052601280)	Wed 5/3/2017	Lake Buena Vista, FL
Mid-Atlantic Dental Meeting (/083600168)	Thu 5/4/2017	Washington DC
CDA Presents in Anaheim (/022600597)	Thu 5/4/2017	Los Angeles, CA
ISLH (/022600940)	Thu 5/4/2017	Honolulu, HI
ASCRS Symposium & Congress (/022600577)	Sat 5/6/2017	Los Angeles, CA

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	Name	Date	Location
(/052696079)	Common Users Group (/052696079)	Sun 5/7/2017	Orlando, FL
(/071600772)	IW Manufacturing & Technology Tradeshow and Conference (/071600772)	Mon 5/8/2017	Cleveland, OH
(/042600559)	American Public Power Association Engineering & Operations (/042600559)	Mon 5/8/2017	San Antonio, TX
(/051600413)	IAHCSMM Annual Conference (/051600413)	Mon 5/8/2017	Nashville, TN
(/052696057)	Blue Cross Blue Shield 2017 National Summit (/052696057)	Tue 5/9/2017	Orlando, FL
(/025601030)	Annual Rural Health Conference (/025601030)	Tue 5/9/2017	San Diego, CA
(/024600604)	MarTech (/024600604)	Tue 5/9/2017	San Francisco, CA
(/053600466)	WasteExpo (/053600466)	Tue 5/9/2017	New Orleans, LA
(/025600521)	American Medical Society for Sports Medicine (/025600521)	Tue 5/9/2017	San Diego, CA
(/052601208)	Business Professionals of America National Leadership Conference (/052601208)	Wed 5/10/2017	Lake Buena Vista, FL
(/022600972)	JPMA Baby Show (/022600972)	Wed 5/10/2017	Anaheim, CA
(/011600877)	Collection & Recovery Solutions (/011600877)	Wed 5/10/2017	Las Vegas, NV
(/042600608)	Boys' And Girls' Clubs of America (/042600608)	Wed 5/10/2017	Dallas, TX
(/042600556)	Gulf Coast Symposium on Human Resource Issues (/042600556)	Thu 5/11/2017	Houston, TX
(/081600566)	AUA Practice Management Conference (/081600566)	Thu 5/11/2017	Boston, MA
(/081600424)	AUA Annual Meeting (/081600424)	Sat 5/13/2017	Boston, MA
(/083600607)	PharmaSUG (/083600607)	Mon 5/15/2017	Baltimore, MD
(/016600201)	AFTE Training Conference (/016600201)	Mon 5/15/2017	Denver, CO
(/022600536)	Intel ISEF International Science and Engineering Fair (/022600536)	Mon 5/15/2017	Los Angeles, CA
(/051600511)	Georgia Logistics Summit (/051600511)	Tue 5/16/2017	Atlanta, GA
(/052600951)	Society for Academic Emergency Medicine Annual Meeting (/052600951)	Tue 5/16/2017	Orlando, FL
(/025600950)	Marine Corps Aviation Association Annual Symposium & Reunion (/025600950)	Tue 5/16/2017	San Diego
(/025601066)	Naval Helicopter Association Symposium (/025601066)	Tue 5/16/2017	San Diego, CA

	Name	Date	Location
(/011601433)	The Financial Brand Forum (/011601433)	Wed 5/17/2017	Las Vegas, NV
(/025601011)	SDG&E Client Appreciation Showcase (/025601011)	Wed 5/17/2017	San Diego, CA
(/052601173)	NARCA Spring Conference (/052601173)	Wed 5/17/2017	Orlando, FL
(/052696070)	APA Annual Congress (/052696070)	Wed 5/17/2017	Orlando, FL
(/061600912)	PyCon Annual Conference (/061600912)	Thu 5/18/2017	Portland, OR
(/071600541)	NRA Show® 2017 (/071600541)	Sat 5/20/2017	Chicago, IL
(/081600622)	New York Baby Expo (/081600622)	Sat 5/20/2017	New York, NY
(/071600828)	BAR 17 (/071600828)	Sun 5/21/2017	Chicago, IL
(/083600569)	CFA Institute Annual Conference (/083600569)	Sun 5/21/2017	Philadelphia, PA
(/052630017)	ISM2017 Annual Conference (/052630017)	Mon 5/22/2017	Orlando, FL
(/053600486)	International Parking Conference & Expo 2017 (/053600486)	Mon 5/22/2017	New Orleans, LA
(/022670177)	WINDPOWER Conference and Exhibition (/022670177)	Mon 5/22/2017	Los Angeles, CA
(/052601100)	ICMI's Contact Center Expo & Conference (/052601100)	Mon 5/22/2017	Orlando, FL
(/011600473)	ICSC RECon (/011600473)	Mon 5/22/2017	Las Vegas, NV
(/025601002)	CS ManTech Conference (/025601002)	Mon 5/22/2017	San Diego, CA
(/022600970)	Society for Information Display (/022600970)	Tue 5/23/2017	Los Angeles, CA
(/011601258)	National Alliance of Buy Here Pay Here Conference - Spring (/011601258)	Tue 5/23/2017	Las Vegas, NV
(/071600891)	Windy City Summit (/071600891)	Tue 5/23/2017	Chicago, IL
(/011600505)	Licensing Expo (/011600505)	Tue 5/23/2017	Las Vegas, NV
(/022600643)	Space Tech Expo USA (/022600643)	Tue 5/23/2017	Pasadena, CA
(/053600488)	SNAG Annual Conference (/053600488)	Wed 5/24/2017	New Orleans, LA
(/014600356)	GCMAS (/014600356)	Wed 5/24/2017	Salt Lake City, UT
(/011601444)	CKE 2017 Franchise Conference & Supplier Show (/011601444)	Thu 5/25/2017	Las Vegas, NV
(/011601436)	The Association of Child Life Professionals Annual Conference (/011601436)	Thu 5/25/2017	Las Vegas, NV
(/014600303)	HAPS Annual Convention (/014600303)	Thu 5/25/2017	Sandy, UT
(/061600748)	Medical Library Association (/061600748)	Sat 5/27/2017	Seattle, WA
(/025600899)	Biennial Childhood Obesity Conference (/025600899)	Wed 5/31/2017	San Diego, CA
(/083600647)	AIR Annual Forum (/083600647)	Wed 5/31/2017	Washington DC
(/042600295)	Medical Users Software Exchange International Conference (/042600295)	Wed 5/31/2017	Grapevine, TX

	Name	Date	Location
(/024600614)	Augmented World Expo (/024600614)	Thu 6/1/2017	Santa Clara, CA
(/042600459)	ACHA Annual Meeting (/042600459)	Thu 6/1/2017	Austin, TX
(/011600342)	Continental Buying Group (/011600342)	Fri 6/2/2017	Las Vegas, NV
(/052696086)	IASA Annual Education (/052696086)	Sun 6/4/2017	Orlando, FL
(/022600448)	IDDBA 17 (/022600448)	Sun 6/4/2017	Anaheim, CA
(/052601201)	NIRI Annual Conference & Showcase (/052601201)	Sun 6/4/2017	Orlando, FL
(/017600752)	Construction Financial Management Assn Annual Conf & Expo (/017600752)	Sun 6/4/2017	Phoenix, AZ
(/011601235)	Clean 2017 (/011601235)	Mon 6/5/2017	Las Vegas, NV
(/022600745)	California Accounting & Business Show & Conference (/022600745)	Tue 6/6/2017	Los Angeles, CA
(/011601069)	National Association of Colleges and Employers (/011601069)	Tue 6/6/2017	Las Vegas, NV
(/083600628)	National Franchisee Association Annual Summit (/083600628)	Wed 6/7/2017	Washington DC
(/053600520)	Roto Rooter Franchisee Association Annual Convention & Exposition (/053600520)	Thu 6/8/2017	New Orleans, LA
(/011601248)	PRP and Regenerative Medicine Symposium (TOBI) (/011601248)	Thu 6/8/2017	Las Vegas, NV
(/011600989)	ANFP Annual Conference & Expo (/011600989)	Thu 6/8/2017	Las Vegas, NV
(/052696089)	CABMA (/052696089)	Sat 6/10/2017	Orlando, FL
(/042600478)	Credit Congress and Exposition (/042600478)	Sun 6/11/2017	Grapevine, TX
(/052696088)	NACDA Annual Convention (/052696088)	Mon 6/12/2017	Orlando, FL
(/011601185)	AICPA Engage Conference (/011601185)	Mon 6/12/2017	Las Vegas, NV
(/022600963)	E3 2017 (/022600963)	Tue 6/13/2017	Los Angeles, CA
(/011601209)	World Tea Expo (/011601209)	Tue 6/13/2017	Las Vegas, NV
(/051600379)	Forest Products Machinery & Equipment Exposition (/051600379)	Wed 6/14/2017	Atlanta, GA
(/042600340)	Dallas Apparel & Accessories Market - June (/042600340)	Wed 6/14/2017	Dallas, TX
(/081670061)	International Society for Stem Cell Research (/081670061)	Wed 6/14/2017	Boston, MA
(/052601192)	HIUG Interact (/052601192)	Sun 6/18/2017	Orlando, FL
(/052601150)	American Public Power Association National Conference (/052601150)	Mon 6/19/2017	Orlando, FL
(/051600369)	Fleet Feet Sports Trade Show (/051600369)	Tue 6/20/2017	Pinehurst, NC
(/042600637)	National Nuclear Security Conference (/042600637)	Tue 6/20/2017	Austin, TX
(/051600380)	NCSHA's Housing Credit Connect Marketplace (/051600380)	Wed 6/21/2017	Atlanta, GA
(/042600404)	The Temps At Total Home & Gift Market - June (/042600404)	Wed 6/21/2017	Dallas, TX

Name	Date	Location
American Immigration Lawyers Association (/053600507)	Wed 6/21/2017	New Orleans, LA
(/053600507)		
2017 GMDC GM Marketing Conference (/052601002)	Fri 6/23/2017	Orlando, FL
(/052601002)		
ASME Turbo Expo 2017 (/051600254)	Mon 6/26/2017	Charlotte, NC
(/051600254)		
Sensors Expo (/024600545)	Wed 6/28/2017	San Francisco, CA
(/024600545)		
NAMI National Alliance on Mental Illness National Annual Convention (/083670029)	Thu 6/29/2017	Washington DC
(/083670029)		
THE Aesthetic Show (/011601268)	Fri 7/7/2017	Las Vegas, NV
(/011601268)		
American School Counselor Association Annual Conference (/016600188)	Sat 7/8/2017	Denver, CO
(/016600188)		
Texas Restaurant Association Marketplace 2017 (/042600348)	Sun 7/9/2017	Dallas, TX
(/042600348)		
AACRAO Technology Conference (/053600483)	Sun 7/9/2017	New Orleans, LA
(/053600483)		
Ultimate Mortgage Expo (/053600447)	Tue 7/11/2017	New Orleans, LA
(/053600447)		
Advantage Business Conference (/052696073)	Thu 7/13/2017	Orlando, FL
(/052696073)		
LeadingAge Florida (/052601193)	Mon 7/17/2017	ChampionsGate, FL
(/052601193)		
Poultry Science Association Annual Meeting (/052696085)	Mon 7/17/2017	Orlando, FL
(/052696085)		
Casino Marketing and Technology Conference (/011601311)	Tue 7/18/2017	Las Vegas, NV
(/011601311)		
2017 ASCE Florida Section Annual Conference (/052696082)	Thu 7/20/2017	Orlando, FL
(/052696082)		
The Men's Show - July (/042600335)	Sat 7/22/2017	Dallas, TX
(/042600335)		
IAIGS International Conference (/052696069)	Sun 7/23/2017	Orlando, FL
(/052696069)		
Airventure EAA Fly-In (/071600786)	Mon 7/24/2017	Oshkosh, WI
(/071600786)		
IAAP Summit (/053600494)	Mon 7/24/2017	New Orleans, LA
(/053600494)		

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	Name	Date	Location
(/061601220)	Goodguys Pacific Northwest Rod and Custom Nationals (/061601220)	Fri 7/28/2017	Puyallup, WA
(/079600134)	NACUBO 2017 Annual Meeting (/079600134)	Sat 7/29/2017	Minneapolis, MN
(/016600162)	Society for Industrial Microbiology and Biotechnology (/016600162)	Sun 7/30/2017	Denver, CO
(/052600350)	Florida Health Care Association Annual Conference & Tradeshow (/052600350)	Tue 8/1/2017	Orlando, FL
(/052601104)	OBAP Annual Convention and Career Exposition (/052601104)	Wed 8/9/2017	Orlando, FL
(/042600342)	Dallas Apparel & Accessories Market - August (/042600342)	Wed 8/9/2017	Dallas, TX
(/071600742)	IGC Chicago (/071600742)	Tue 8/15/2017	Chicago, IL
(/011601299)	2017 Gentlemen's Club Owners Expo (/011601299)	Mon 8/28/2017	Las Vegas, NV
(/083600601)	Scoliosis Research Society Annual Meeting & Course (/083600601)	Tue 9/5/2017	Philadelphia, PA
(/022601013)	Excellence in Journalism (/022601013)	Thu 9/7/2017	Los Angeles, CA
(/016600192)	American Society for Bone & Mineral Research Annual Meeting (/016600192)	Fri 9/8/2017	Denver, CO
(/052601225)	Prophet 21 Worldwide User Group (/052601225)	Sun 9/17/2017	Orlando, FL
(/051600262)	NADCA Die Casting Congress & Tabletop (/051600262)	Mon 9/18/2017	Atlanta, GA
(/071600757)	PROCESS EXPO (/071600757)	Tue 9/19/2017	Chicago, IL
(/052695975)	SHSMD Connections 2017 (/052695975)	Sun 9/24/2017	Orlando, FL
(/051600446)	North American Commercial Vehicle Show (/051600446)	Mon 9/25/2017	Atlanta, GA
(/014600365)	14th Transgenic Technology Conference (/014600365)	Sun 10/1/2017	Snowbird, UT

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EXHIBIT 2

EXHIBIT 2

DECLARATION OF DAVID J. MALLEY, ESQ.

1. I am an attorney licensed to practice law in the State of Nevada; a partner in the law firm of Jolley Urga Woodbury & Little ("JUWL"), attorneys of record for Plaintiff Global Experience Specialists, Inc. ("GES") in this action. I have personal knowledge of the facts stated in this Declaration, except for those facts which are stated upon information and belief, and as to those matters, I believe them to be true, and I am competent to testify. If called upon to testify, I could and would testify to the facts set forth herein.

2. Attached hereto as Exhibit 2-A is a spreadsheet I created summarizing the event locations identified on the website pages attached to the Reply in Support of GES' Motion for Preliminary Injunction as Exhibit 1-A. Although a number of events identified in Exhibit 1-A take place in the same city, each city is only identified once in the summary.

I declare under penalties of perjury that the foregoing is true and correct.

DATED this 1st day of March, 2017.

DAVID J. MALLEY, ESQ.

EXHIBIT 2-A

EXHIBIT 2-A

AL	AK	AZ	AR	CA	CO	CN	DE	FL	GA
Huntsville		Tucson		Santa Monica	Denver			Boca Raton	Savannah
		Scottsdale		Orange County	Loveland			Lake Buena Vista	Atlanta
		Phoenix		Pasadena	Colorado Springs			Lakeland	
				San Jose				Hollywood	
				Irvine				Miami Beach	
				San Diego				Orlando	
				San Francisco				Tampa	
				Ontario				Kissimmee	
				Long Beach				Champions Gate	
				Sacramento				Palm Beach Gardens	
				Los Angeles				Ft. Lauderdale	
				Anaheim				Miami	
				Dana Point				Bonita Springs	
				Camp Pendleton				Amelia Island	
				Burlingame					
				Coronado					
				Palm Springs					
				Garden Grove					
				Rancho Mirage					
				Palm Desert					
				La Jolla					
				Oakland					
				Indian Wells					
				Santa Clara					
				Huntington Beach					
				Rancho Palos Verdes					
				Universal City					
				Carlsbad					
				Pomona					
				City of Industry					
				Costa Mesa					
				Monterey					

HI	ID IL	IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS
Honolulu	Chicago	Indianapolis	Boone		Louisville	New Orleans		Baltimore	Boston	Detroit	Minneapolis St. Paul	

MO

St. Louis

Kansas City

MT

NE

Grand Island

NV

Sparks

Las Vegas

Reno

Stateline

NH

NJ

Atlantic City

NM

NY

New York

Melville

NC

Charlotte

Pinehurst

Asheville

ND

OH

Cleveland

Columbus

Dayton

OK

Tulsa

OR	PA	RI	SC	SD	TN	TX	UT	VT	VA	WA	WV
Portland	Pittsburgh Philadelphia				Nashville Memphis	San Antonio Santa Clara Frisco Houston Grapevine Austin Dallas Fort Worth Arlington	Salt Lake City Sandy Snowbird Layton		Richmond Arlington	Seattle Puyallup Spokane	

WI	WY	Washington DC	Puerto Rico
Milwaukee		Washington DC	San Juan
Oshkosh			


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DISTRICT COURT

DISTRICT OF NEVADA

Global Experience Specialists, Inc.,

CASE NO.: A-17-750273-B

DEPT NO.: 13

Plaintiff,

vs.

**DEFENDANT'S OPPOSITION TO
PLAINTIFF'S MOTION FOR
PRELIMINARY INJUNCTION**

Landon Shores,

Defendant.

Date: March 6, 2017

Time: 9:00 a.m.

I.

INTRODUCTION

The conduct of Plaintiff Global Experience Specialists, Inc. ("GES") and the substance of the Confidentiality and Noncompete Agreement (the "Noncompete Agreement" or "Agreement") that GES seeks to enforce by way of a Motion for Preliminary Injunction (the "Motion") illuminate that GES is more concerned with employee retention than with protecting its legitimate business interests. Regardless of GES's improper intentions, the Agreement is not enforceable. The Agreement specifically states that "a **geographical restriction on competitive employment in the United States** . . . is reasonable and necessary to protect the company's legitimate business interests." *See* Exhibit 1-A § 7.2. GES's Motion acknowledges that in order for the Noncompete Agreement to be enforced it must limit its restrictions to areas in which the employer has existing customers and measurable goodwill. (*See* Motion at 10:17-20.) Given the nationwide scope of the Agreement, this necessarily means that GES must prove that it has

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1 existing customers and measureable goodwill across the nation—in every county, city, and town
2 of every state—and that this expansive obligation will not unduly burden Shores. GES’s Motion
3 unequivocally fails to meet this monumental burden of proof. In fact, the Motion does not make
4 a serious attempt to establish the reasonable scope of the Noncompete Agreement because **GES**
5 **does not attach a single item of evidence regarding its operations in the United States** or
6 discuss the burden the Noncompete Agreement imposes on Shores. As a result, GES has not
7 demonstrated a likelihood of prevailing on the merits and GES’s Motion must be denied.

8 Other reasons support denial of GES’s Motion. ***First***, the expansive scope of the
9 Agreement cannot be reduced to a more reasonable scope through judicial amendment or
10 modification because the Nevada Supreme Court’s recent decision, *Golden Rd. Motor Inn, Inc.*
11 *v. Islam*, explicitly and conclusively prohibits such modification. 376 P.3d 151, 156 (Nev.
12 2016). *Golden Road* also makes clear that the Agreement’s savings clause, which asks a court to
13 reduce the scope of the noncompete obligation to be reasonable in the eyes of the court if
14 necessary, cannot justify judicial amendment of the Agreement. Parties cannot by contract give
15 courts authority that courts do not possess. And Nevada courts lack the power to make
16 contractual terms for the parties. A court must either enforce a noncompete restriction if it is
17 reasonable or reject it if the scope is unreasonably burdensome. Here, the Agreement is clearly
18 unreasonably burdensome.

19 ***Second***, even if the Court were permitted to modify the scope of the Agreement, it
20 would be unreasonable to enforce the Agreement against Shores in the context of his current
21 employment with Freeman Expositions, Inc. (“Freeman”) in the Los Angeles/Anaheim area of
22 southern California. Shores’ position with Freeman is approximately 270 miles away from his
23 former position with GES in Las Vegas and Shores is not diverting business, customers, or
24 contracts that he secured for GES to Freeman. Also, Shores is not utilizing confidential or
25 proprietary information about customer identity or pricing to gain a competitive advantage for
26 Freeman.

27 ***Third***, GES fails to establish irreparable harm. GES’s Motion contends that irreparable
28 harm is presumed in noncompete cases. The Nevada Supreme Court has rejected this contention

1 in at least two different decisions. GES must present hard evidence that Shores' conduct will
2 irreparably harm GES but GES has not presented any evidence on this element.

3 *Fourth*, a comparison of the relative harm to the parties as required by the preliminary
4 injunction standard reveals that Shores has much more to lose than GES has to gain from a
5 preliminary injunction. If the injunction is wrongfully granted, Shores will lose his livelihood. If
6 the injunction is denied, GES will have to wait and pursue relief without the benefit of
7 extraordinary injunctive relief—like most litigants. Also, given that it is impossible for GES to
8 enforce its Noncompete Agreement, the relative harm analysis clearly favors Shores.

9 Based on the foregoing points, detailed more specifically below, GES has failed to prove
10 each of the required elements for a preliminary injunction. There is no likelihood that GES can
11 succeed in enforcing its nationwide Noncompete Agreement under Nevada law. GES has not
12 presented any evidence of irreparable damages. And an accurate balance of the relative interests
13 of the parties clearly favors Shores. GES's Motion must be denied.

14 **II.**
15 **FACTS**

16 Shores began working for GES in 2013. Declaration of Landon Shores, attached hereto
17 as Exhibit A at ¶ 1. GES is a general services contractor and, in that capacity, builds show floors
18 for trade shows, conventions, and corporate events. *Id.* Generally, GES signs a contract with the
19 show organizer and then all exhibitors for the show are required to utilize GES for certain
20 services. *Id.* Shores' duties were to solicit show organizers to sign a contract with GES for their
21 trade show or convention event. *Id.*

22 Shores initially signed a Confidentiality and Non-competition Agreement in or around
23 September of 2013, but this first agreement was superseded by the Noncompete Agreement,
24 which was executed in September of 2016. *See* Ex. 1-B at § 7.2 ("This Agreement replaces any
25 previous agreements relating to the subject matter of this Agreement and shall supersede any
26 such prior agreements."). The Noncompete Agreement purports to prevent Shores from
27 indirectly or directly competing with GES for a period of 12 months. The Noncompete
28 Agreement specifically states that "a geographical restriction on competitive employment in the

1 United States . . . is reasonable and necessary to protect the company’s legitimate business
2 interests.”

3 Shores accepted a sales position with Freeman on or around December 20, 2016. Ex. A ¶
4 6. On or around Saturday, January 7, 2017, Daniel Higgins, the Regional Vice President of
5 Sales for GES, called Shores and informed Shores that GES was going to sue Shores to prevent
6 him from working for Freeman. *See* Ex. A ¶ 7. When Shores informed Higgins about his
7 intention to work for Freeman, Higgins began threatening Shores saying that he hoped Shores
8 had enough money saved up to sit around and do nothing for a year, that Shores “better not sign
9 a lease” because he and GES were going to sue Shores, and that Shores was going to be broke.
10 *Id.* Higgins also threatened to seek an injunction in Nevada to prevent Shores from working in
11 California for the next year and that GES would force him to incur thousands of dollars in legal
12 fees if he went to work for Freeman in California. *Id.*

13 Shores moved from Las Vegas to Anaheim, California on or around January 23, 2017
14 and is now a resident of California with a California driver’s license. *Id.* ¶ 7. When Shores
15 informed GES of his intent to work for Freeman, GES threatened him with litigation and acted
16 in a very hostile manner. *Id.* ¶¶ 7-9. Shores’ position with Freeman is not competitive with his
17 prior position at GES. *See Id.* ¶¶ 12, 14-22. As explained more fully in Shores’ declaration,
18 Shores is not soliciting GES customers (*id.* ¶¶ 14, 18-22), does not use proprietary, confidential,
19 or other trade secret information of GES to leverage a competitive advantage against GES in
20 favor of Freeman (*id.* ¶¶ 14-22), and has had to start generating sales for Freeman from square
21 one (*id.* ¶ 19). More specifically:

- 22 • Shores did not use confidential information to identify client leads for GES. *Id.* ¶¶ 15-
23 16.
- 24 • Shores did not bring clients from GES with him to Freeman. *Id.* ¶ 21.
- 25 • The Las Vegas companies that Shores solicited for GES do not participate in the Los
26 Angeles/Anaheim trade show/convention market. *Id.* ¶¶ 18-21.
- 27 • Shores does not currently solicit GES clients for Freeman. *Id.* ¶ 21.
- 28 • Shores does not use confidential GES information to identify potential sales leads for
Freeman. *Id.* ¶¶ 14-16.

- Shores does not use confidential GES information when negotiating with clients for Freeman that gives him a competitive advantage over GES. *Id.* ¶¶ 14-22.
- Enforcing the Noncompete Agreement against Shores would impose an undue burden on Shores and require him to stop working, move out of the country, or change his profession for a 12 month period. *Id.* ¶¶ 20, 23-24.

As argued more fully below, the Noncompete Agreement with a full nationwide scope cannot be enforced under these circumstances.

III.

LEGAL STANDARD

To obtain a preliminary injunction, plaintiff must demonstrate: (1) a likelihood of success on the merits of its claims; (2) a reasonable probability that if the defendant's conduct is allowed to continue, it will cause irreparable harm for which there is an inadequate remedy at law; (3) the threatened injury to plaintiff absent issuance of an injunction outweighs any potential harm that the injunction may cause the defendant; and (4) the granting of the injunction is consistent with the public interest. *See City of Sparks v. Sparks Mun. Court*, 302 P.3d 1118, 1124 (Nev. 2013) (en banc); *Univ. & Cmty. Coll. Sys. of Nevada v. Nevadans for Sound Gov't*, 120 Nev. 712, 721, 100 P.3d 179, 187 (2004); *Boulder Oaks Cmty. Ass'n v. B&J Andrews Enters. LLC*, 125 Nev. 397, 403, 215 P.3d 27, 31 (2009). A court will not issue an injunction "to restrain an act which does not give rise to a cause of action." *State Farm Mut. Auto. Ins. Co. v. Jaibros Inc.*, 109 Nev. 926, 928 (1993) (internal quotation omitted) ("It is axiomatic that a court cannot provide a remedy unless it has found a wrong."). The party moving for the injunction bears the burden of proof. *S.O.C., Inc. v. Mirage Casino-Hotel*, 117 Nev. 403, 408 (2001). It is well established that a motion for a preliminary injunction should be denied "in the absence of testimony or exhibits establishing the material allegations of the complaint." *Coronet Homes v. Mylan*, 84 Nev. 435, 437, 442 P.2d 901, 902 (1968) (citations omitted). Here, GES fails to carry its burden on each of the preliminary injunction elements.

IV.

LEGAL ANALYSIS

A. **GES cannot prevail on the merits because (1) GES's Noncompete Agreement is overbroad as it imposes a greater burden than necessary to protect GES's interests, (2) the Noncompete Agreement imposes undue hardship on Shores, and (3) the Agreement cannot be saved by 'blue penciling' or judicial reformation.**

Noncompete covenants are subject to heightened scrutiny in order to protect employees against employer overreach. *See Ellis v. McDaniel*, 95 Nev. 455, 458-59 (1979) ("because the loss of a person's livelihood is a very serious matter, post-employment anti-competitive covenants are scrutinized with greater care"); *Golden Rd. Motor Inn, Inc. v. Islam*, 376 P.3d 151, 158 (Nev. 2016) (noting that bargaining power of employer and employee is often unequal and that an employer-drafted noncompete clause with unenforceable provisions will likely be signed by the employee). A noncompete obligation imposes an economic hardship on an employee "who has nothing but his labor to sell, and is in urgent need of selling" and cannot be expected to bargain for much other than wages. *See Golden Road*, 376 P.3d at 158. Thus, "leniency must favor the employee and the terms of the contract must be construed in the employee's favor." *Id.*

A noncompete agreement cannot be used to improperly prevent competition or as a heavy handed tool for employee retention. *See Ellis v. McDaniel*, 596 P.2d 222, 224 (Nev. 1979) ("The public has an interest in seeing that competition is not unreasonably limited or restricted"); *Banner Industries of N.E., Inc. v. Wicks*, 71 F. Supp. 3d 284, 303-04 (N.D. N.Y. 2014) (applying New York law and holding that nationwide scope of noncompete agreement was so broad that its purpose only could be to insulate former employer from competition).

In Nevada, a noncompete clause will be held unreasonable and, consequently, unenforceable, if it (a) imposes a greater burden than is required to protect the interest of the enforcing party or (b) imposes undue hardship on the restricted party. *See Golden Road*, 376 P.3d at 155. These requirements are stated in the disjunctive, meaning that a noncompete clause that fails either of the tests, it will be deemed unreasonable and unenforceable.

1 Here, GES treats the Noncompete Agreement as an employee retention tool that can be
2 used to insulate GES from competition from Freeman. These efforts must be rejected because
3 the Agreement is both overbroad in protecting GES's interests and imposes an undue hardship
4 on Shores. Furthermore, this Court cannot narrow the scope of the Agreement and then enforce
5 it because the Nevada Supreme Court has explicitly prohibited the practice of 'blue penciling'
6 or judicial reformation.

7
8 **1. The Noncompete Agreement imposes a greater burden than necessary to
protect GES's interests.**

9 Courts generally consider three factors when scrutinizing whether a noncompete
10 obligation imposes too great a burden than necessary to protect the employer: (1) duration, (2)
11 geographic coverage, and (3) types of prohibited employment duties. *See Golden Road*, 376
12 P.3d at 155-56. The Nevada Supreme Court has never enforced a noncompete agreement with a
13 blanket nationwide territorial scope like the Agreement here and, in fact, has found much less
14 restrictive noncompetition obligations to be unreasonable. In *Hansen v. Edwards*, the Nevada
15 Supreme Court held that a noncompete obligation that prohibited a physician from practicing
16 "within a radius of **100 miles** of Reno" was too broad. *See* 83 Nev. 189, 191, 193 (1967)
17 (emphasis added).¹ In *Camco, Inc. v. Baker*, the Nevada Supreme Court held that a noncompete
18 obligation which barred the employee from competing within **fifty miles** of any area that was
19 the "target of a corporate plan for expansion" was unreasonably broad. 113 Nev. 512, 519
20 (1997).

21 Courts outside of Nevada routinely invalidate noncompete clauses with a national scope,
22 as demonstrated in the table below:

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28 ¹ The *Hansen* court narrowed the scope of the court's preliminary injunction, but as noted below, this court cannot
blue pencil or reform the parties' agreement here. *See Golden Rd. Motor Inn, Inc. v. Islam*, 376 P.3d 151, 159 (Nev.
2016).

**Case /
 Scope of Noncompete Clause**

Holding

Ameritox, Ltd. v. Savelich

Agreement barred employee from soliciting any client of former employer in at least two states—Oklahoma and Nevada—in which employee never provided services.

Nonsolicitation covenant extended further than necessary to protect employer's interest. Employer failed to show likelihood of prevailing on the merits.²

Carson v. Obor Holding Co., LLC

Agreement prohibited director from competing within the United States for period of 24 months.

Noncompete clause held to be prima facie unreasonable because nation-wide restriction was not a legitimate territorial restriction.³

Clark's Sales and Service, Inc. v. Smith

Agreement prohibited employee from working in a competitive capacity in any state in which former employer did business.

Noncompete clause held to be unquestionably unreasonable as written.⁴

Banner Industries of N.E., Inc. v. Wicks

Agreement prohibited employee from working for a business substantially similar to former employer in any area in which former employer conducted business.

Noncompete terms were so broad that their purpose only could be to insulate former employer from competition. Noncompete terms were too broad to be enforceable.⁵

NDSL, Inc. v. Patnoudé

Agreement prevented employee from working for a restricted business in the United States.

Territorial restriction of the entire United States was unreasonable and overbroad.⁶

Tradesman Intern., Inc. v. Black

Agreement effectively prohibited former employees from working anywhere in the United States.

Denial of injunctive relief was warranted because geographic terms were unreasonable.⁷

Team IA, Inc. v. Lucas

Agreement barred competing employment within the entire continental United States.

Nationwide territorial restriction was overly broad on its face.⁸

² *Ameritox, Ltd. v. Savelich*, 92 F. Supp. 3d 389, 399-400 (D. Md. 2015) (applying Maryland law).

³ *Carson v. Obor Holding Co., LLC*, 734 S.E.2d 477, 483 (Ga. Ct. App. 2012).

⁴ *Clark's Sales and Service, Inc. v. Smith*, 4 N.E.3d 772, 783 (Ind. Ct. App. 2014).

⁵ *Banner Industries of N.E., Inc. v. Wicks*, 71 F. Supp. 3d 284, 303-04 (N.D. N.Y. 2014) (applying New York law).

⁶ *NDSL, Inc. v. Patnoudé*, 914 F. Supp. 2d 885, 892-93 (W.D. Mich. 2012) (applying North Carolina law).

⁷ *Tradesman Intern., Inc. v. Black*, 724 F.3d 1004, (7th Cir. 2013) (applying Ohio law).

⁸ *Team IA, Inc. v. Lucas*, 717 S.E.2d 103, 107 (S.C. Ct. App. 2011).

**Case /
 Scope of Noncompete Clause**

Holding

Goodin v. Jolliff

Agreement did not contain a territorial restriction, but employer argued that obligation was functionally limited to areas in which employer operated.

Noncompetition obligation was unreasonable because there was no evidence that employer's activities were limited to a particular area and agreement did not contain a geographic scope.⁹

JAK Productions, Inc. v. Bayer

Agreement prohibited employee from opening competing call center business within 30 miles of former employer.

Noncompetition obligation was unreasonable because employer's call center business did not rely on local customers, could reach any customer with a phone, and employer's business was in no way restricted by geography.¹⁰

Domtar AI Inc. v. J.D. Irving, Ltd

Agreement prevented employee from working in competing capacity anywhere in United States or anywhere that would impact employer's business in United States.

Noncompete restriction was unenforceable and void as a matter of law.¹¹

Moore v. Eggers Consulting Co., Inc.

Agreement prevented employee from working in employee recruitment anywhere in the continental United States.

Restriction was clearly too broad to protect employer's legitimate business interests.¹²

Like each of the noncompete restrictions above, the Noncompete Agreement here is overbroad on its face. The clause prohibits competition within the entire United States and specifically contains "**a geographical restriction on competitive employment in the United States**" Ignoring the fact that GES clearly does not do business in every possible economic market within the United States, a nationwide prohibition on employment is the very definition of unreasonable employer overreach. The Noncompete Agreement is void as a matter of law.

In addition to being overly broad on its face, the Noncompete Agreement is also overly broad in light of GES's failure to present *any* evidence about its operational footprint within the United States. GES acknowledges that under Nevada law, the Noncompete Agreement must limit its restrictions to areas in which the employer has existing customers and measurable good

⁹ *Goodin v. Jolliff*, 257 S.W.3d 341, 351-52 (Tex. App. Fort Worth 2008).

¹⁰ *JAK Productions, Inc. v. Bayer*, 94 F. Supp. 3d 777, 785 (S.D.W. Va. 2015).

¹¹ *Domtar AI Inc. v. J.D. Irving, Ltd.*, 43 F. Supp. 3d 635, 640 (E.D.N.C. 2014).

¹² *Moore v. Eggers Consulting Co., Inc.*, 562 N.W.2d 534, 540 (Neb. 1997) (superseded by statute on other grounds).

1 will. (*See* Motion at 10:17-20.) Thus, in order to receive injunctive relief, GES must
2 conclusively demonstrate that it has customers and good will in every county, city, and town
3 within every state in the United States from Alaska to Wyoming, Washington to Florida,
4 California to New York, not to mention Hawaii, the district of Columbia and arguably Puerto
5 Rico, Guam, and the U.S. Virgin Islands.

6 In the face of this impossible burden, **GES has not presented any evidence**
7 **whatsoever about its operations**—inside or outside of Nevada. The lone declaration attached
8 to GES’s Motion does not mention GES’s operations. GES does not attach any client lists,
9 financial reports, client contracts, marketing material, expense reports, telephone logs, lists of
10 office locations, lists of conventions, or any other reports or documents describing GES’s
11 operations, much less its omnipresence within the United States.¹³

12 Thus, not only is GES’s burden monumental, its efforts to meet that burden were
13 miniscule. The degree of GES’s failure of proof cannot be overstated. GES has not attached a
14 single relevant item of evidence to support the reasonableness of its Noncompete Agreement.
15 Consequently, GES cannot demonstrate that it has a likelihood of persuading a fact finder that
16 the Noncompete Agreement is reasonable in geographic scope. GES’s Motion must be denied.

17 **2. The Noncompete Agreement would impose an undue hardship on Shores.**

18 As noted above, a noncompete clause will not be enforced if it imposes an undue burden
19 on an employee regardless of the employer’s legitimate interests. *See Golden Road*, 376 P.3d, at
20 155. Even ignoring GES’s total failure to prove up the reasonableness of the nationwide
21 restriction on competitive activity, the Noncompete Agreement is nonetheless unreasonable
22 because it imposes a starkly unreasonable burden on Shores.

23 Preventing an employee from working in his or her profession anywhere in the United
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26 ¹³ The one and only fact that GES relies on to support the broad scope of the Noncompete Agreement is the fact that
27 the Noncompete Agreement itself states that its scope is “not greater than necessary to protect GES’s interests.” (*See*
28 Motion at 10:14-16.) Based on this single recitation, GES concludes that the Noncompete Agreement is necessary to
protect GES’s interests. (*See* Motion at 10:9-10.) GES provides no case holding that a simple recitation of
reasonableness can satisfy the heightened scrutiny to which a Noncompete clause is subject. And such a proposition
would be nonsensical. An employer could enforce even the most onerous and overreaching noncompete clause by
including a similar “reasonableness” clause. Nevada’s public policy cannot be undermined by clever drafting.

1 State is unduly burdensome for obvious reasons. If such a clause were enforceable, the
2 employee would have three choices, each unduly burdensome in a different way: (1) leave the
3 country, (2) pick a different line of work, or (3) stop working for the duration of the
4 noncompete obligation. The Noncompete Agreement requires too heavy a sacrifice and is not
5 enforceable.

6 **3. This court cannot blue pencil or reform GES's Noncompete Agreement.**

7 The practice of a court deleting certain words, as opposed to adding or changing words,
8 in a contract clause is often called "blue penciling." *See Golden Rd. Motor Inn, Inc. v. Islam*,
9 376 P.3d 151, 159 (Nev. 2016). The more invasive practice of adding, changing, rearranging,
10 and/or deleting words is contract reformation. *See id.* The Nevada Supreme Court's 2016
11 *Golden Road* decision conclusively held that Nevada courts cannot utilize either practice to save
12 an overly burdensome noncompete clause. *See id.* at 156. The Court's decision discusses at
13 length the many reasons why Nevada courts must refuse to reform or blue pencil noncompete
14 agreements:

- 15 1. Nevada has a history of refusing to modify or vary the terms of an
16 unambiguous agreement.
- 17 2. Allowing judicial modification unfairly burdens employees who lack the
18 sophistication or resources to challenge an overbroad noncompete clause
19 in court.
- 20 3. Modifying a contract overrides the parties' intent and oversteps a court's
21 role, which is an interpreter of the contract, not a drafter.
- 22 4. Acting as contract drafter conflicts with a court's duty of impartiality.
- 23 5. The no-modification rule preserves judicial resources.
- 24 6. The no-modification rule is consistent with the principle that the contract
25 drafter is held to a higher standard.
- 26 7. The no-modification rule favors the employee, which is consistent with
27 the court's policy that noncompete clauses must not place an excessive
28 burden on an employee.
8. Judicial reformation presumes the employer's good faith and benefits the
employer, but the employer often has the superior bargaining position
and acts as the contract drafter. The employer thus enjoys a "free ride on
the provision" and can "insist upon unreasonable and excessive

restrictions, secure in the knowledge that the promise will be upheld in part, if not in full.”

9. Courts do not have the power to make private agreements.

Golden Rd. Motor Inn, Inc. v. Islam, 376 P.3d 151, 156-159 (Nev. 2016). Ultimately, the Nevada Supreme Court concluded that, in light of its refusal to blue pencil or reform the noncompete clause before it, the noncompete obligation could not be enforced. *See id.* at 159-60.

Here, this Court must reach the same result.¹⁴ As demonstrated at length above, GES’s Noncompete Agreement is recklessly overbroad. And worse, GES has made no serious attempt to justify its reasonableness. Under clear precedent, binding on this Court, the Noncompete Agreement cannot be modified and then enforced as modified.

4. Nevada courts cannot reform and narrow the scope of a noncompete obligation even when the parties’ agreement purports to permit judicial modification.

Golden Road very clearly articulates the principle that Nevada courts do not have the power to reform noncompete agreements: “Courts are not empowered to make private agreements. Such actions are simply not within the judicial province.” 376 P.3d at 159. *Golden Road* also extends this rule to contracts, like the Agreement here, that authorize a court to narrow the scope of the noncompete to be reasonable. The *Golden Road* Court cited favorably to an opinion of the Arkansas Supreme Court, which held that parties cannot contractually delegate the power to reform an agreement to a court. *Rector–Phillips–Morse, Inc. v. Vroman*, 253 Ark. 750, 489 S.W.2d 1, 4 (1973)). The agreement before the Arkansas Supreme Court in *Vroman* contained a savings clause similar to the one here, permitting a court to interpret the agreement so as to render the agreement “valid and enforceable to the extent necessary”

¹⁴ GES makes a halfhearted attempt to distinguish *Golden Road* in its Motion on the basis that the agreement there contained a different type of overly broad restriction. In *Golden Road*, the agreement was overbroad because it prohibited the employee from working for a competitor in any capacity. (*See* Motion at 9:24-10:14). Here, the agreement is overbroad in territorial scope—covering the entire United States including Alaska and Hawaii. This is a distinction without a difference. *Golden Road* does not establish the rule that only certain types of overbreadth will not be reformed. It holds that Nevada courts are not permitted to reform any overreaching noncompete terms. Furthermore, as argued above, other Nevada decisions confirm that noncompete agreements with less broad terms than those at issue in this case are unenforceable. *See* Part IV(A)(1), above. The noncompete clause here is unquestionably unreasonable in scope.

1 See *Vroman*, 253 Ark. at 753. The Nevada Supreme Court quoted *Vroman*'s holding, which is
2 now binding on this Court: "[w]e are firmly convinced that **parties are not entitled to make an**
3 **agreement . . . that they will be bound by whatever contract the courts make for them** at
4 some time in the future. *Golden Road*, 376 P.3d at 159 (citing *Vroman*, 253 Ark. at 753).¹⁵

5 Other jurisdictions agree that contracting parties may not give a court power to write an
6 agreement for them or confer on courts contracting powers that the courts do not otherwise
7 possess. See *CAE Vanguard, Inc. v. Newman*, 518 N.W.2d 652, 656 (Neb. 1994) ("Private
8 parties may not confer upon the court powers which it does not possess."); *Stoddard v.*
9 *Stoddard*, 227 N.Y. 13, 124 N.E. 91 (1919) ("we know of no principle . . . which authorized the
10 court . . . to write a clause in the contract for the parties."); *In re Buffalo & E. Ry. Co.*, 250 N.Y.
11 275, 165 N.E. 291 (1929) ("No power exists in the courts to make contracts for people."); *Penn*
12 *v. Standard Life Ins. Co.*, 160 N.C. 399, 402, 76 S.E. 262, 263 (1912) ("Courts are not at liberty
13 to rewrite contracts for the parties. We are not their guardians, but the interpreters of their
14 words."). *Moore v. Eggers Consulting Co., Inc.*, 562 N.W.2d 534, 540 (Neb. 1997) ("It is not
15 the function of the courts to reform unreasonable covenants not to compete solely for the
16 purpose of making them legally enforceable.") (internal quotations omitted).

17 More specifically, jurisdictions that refuse to reform overly burdensome noncompete
18 agreements also refuse to recognize contract provisions that explicitly authorize a court reform
19 the agreement. See *Vroman*, 253 Ark. at 753; *Newman*, 518 N.W.2d at 656; *Valley Med.*
20 *Specialists v. Farber*, 982 P.2d 1277, 1286 (Ariz. 1999). The Arizona Supreme Court's *Farber*
21 decision is particularly relevant to the facts at bar. Unlike Nevada, Arizona does allow some
22 limited blue penciling. See *Farber*, 982 P.2d at 1286. The contract at issue in *Farber* contained
23 a clause that permitted a court to reform or amend any invalid portion of the subject agreement
24 to bring it in compliance with the law. *Id.* at 1286 n.2. The overbroad noncompete clause could
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26 ¹⁵ The Supreme Court's conclusion in *Golden Road* stands to reason, because if an employer could skirt around the
27 no-reformation rule through a savings clause, it could easily undermine the policies that are the foundation of the
28 rule. *Golden Road*'s no-reformation rule is founded on principles that prevent an employer from exploiting its
position of superior bargaining power against the employee. It is clear that the Nevada Supreme Court would reject
any attempt to circumvent the policies articulated in *Golden Road* by use of a savings clause, including the one at
issue here.

1 not be preserved by the limited blue penciling permitted under Arizona law. *Id.* at 1286. The
2 Arizona Supreme Court refused go beyond its rule of limited blue penciling to affirmatively
3 reform the agreement as permitted by the contract, holding “the court cannot create a new
4 agreement for the parties to uphold the contract” and that “we will not permit courts to add
5 terms or rewrite provisions.” *Id.*

6 Here, the Agreement permits a Court to reform the Agreement (See Ex. 1-B § 1.9).
7 Nevertheless, this savings cannot be used to undermine the principles set forth in the *Golden*
8 *Road* decision. The Noncompete Agreement is overbroad and must be invalidated rather than
9 amended or modified.

10 **B. GES cannot prevail on the merits because even if the Court did reform or modify**
11 **the Agreement, it would be unreasonable to enforce it against Shores in the Los**
12 **Angeles/Anaheim area, approximately 270 miles from Las Vegas.**

13 Even if the Court were permitted to modify the scope of the Noncompete Agreement
14 here, it would still be unreasonable to enforce the Agreement against Shores in his employment
15 in the Los Angeles/Anaheim area, 270 miles from Las Vegas. As previously noted, a
16 noncompete term is not reasonable if it imposes a burden greater than that necessary to protect
17 the interests of the employer or imposes an undue burden on the employee. *See Golden Rd.*
18 *Motor Inn, Inc. v. Islam*, 376 P.3d 151, 155 (Nev. 2016). The Nevada Supreme Court has held
19 that a noncompete agreement with a range of **100 miles** outside the city limits of Reno was
20 unreasonable. *See Hansen v. Edwards*, 426 P.2d 792, 794 (Nev. 1967).¹⁶ *Camco, Inc. v. Baker*
21 held that a noncompete obligation which barred the employee from competing within **fifty**
22 **miles** of any area that was the target of a corporate plan for expansion was unreasonably broad.
23 113 Nev. 512, 519 (1997). The *Camco* court favorably cited to *Weatherford Oil and Tool Co. v.*
24 *Campbell*, 327 S.W.2d 76, 77 (Tex.Civ.App.1959) for the proposition that a geographical
25 restriction in any area where the employer may be operating or carrying on business was void as
26 being too broad, thereby recognizing that employers with operations covering large sections of

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28 ¹⁶ The *Hansen* court modified the injunction enforcing the noncompete agreement to be limited in territorial scope
to the city limits of Reno and a duration of one year, but reformation as such is no longer permitted in Nevada
pursuant to *Golden Road*.

1 the country cannot exploit that fact against their employees.

2 Enforcing the Noncompete Agreement in this case against Shores' employment in Los
3 Angeles/Anaheim is unreasonable for a number of reasons. First, as previously noted, GES has
4 presented precisely no evidence regarding its business interests in Los Angeles/Anaheim. ***There***
5 ***are literally no facts presented*** from which the Court could conclude that GES is likely to prove
6 that it has protectable business interests or good will in Los Angeles/Anaheim. No doubt, GES
7 will attempt to furnish evidence on that point in its reply points and authorities, but this
8 improper litigation-by-surprise tactic should be ignored. *See Phillips v. Mercer*, 579 P.2d 174,
9 176 (Nev. 1978) (declining to consider argument raised first time in reply brief). As the moving
10 party seeking a preliminary injunction, GES bore the burden of proving reasonableness. *S.O.C.,*
11 *Inc. v. Mirage Casino-Hotel*, 117 Nev. 403, 408 (2001). Without presenting any evidence
12 whatsoever on this element, GES cannot meet its burden of proof. Permitting GES to wait and
13 attempt to attach evidence to its reply brief would be like permitting a party seeking summary
14 judgment to include its undisputed statement of facts and supporting evidence to its reply brief.
15 Shores will have no opportunity to respond if this evidence is presented with GES's reply brief.

16 Second, it is unreasonable to expand protection of GES into California. The Los
17 Angeles/Anaheim area in which Shores works is approximately 270 miles from Las Vegas—far
18 in excess of the Reno plus 100 miles radius that the *Hansen* court deemed excessive. This scope
19 is also highly unreasonable given the dense population of southern California. GES cannot
20 insulate itself from competition across all of Las Vegas and Nevada, but also in southern
21 California, one of the most populated areas in the United States.

22 Third, Shores' duties for Freeman in Los Angeles/Anaheim are not competitive with his
23 former duties for GES in Las Vegas. Working in the Los Angeles/Anaheim market has required
24 Shores to start over. As sales manager for GES, Shores solicited for conventions occurring
25 almost exclusively in the Las Vegas market. With Freeman, Shores is now working with
26 customers and contracts for conventions and events that will take place in the Los
27 Angeles/Anaheim area. His contacts are completely separate from those in Las Vegas.

1 Fourth, given that there is no overlap between Shores' GES contracts in Las Vegas and
2 his Freeman contracts in Los Angeles/Anaheim, Shores has no incentive to try to poach his
3 former GES clients and bring them to Freeman. *The events for which he solicits in Los*
4 *Angeles/Anaheim are different from those he solicited in Las Vegas.*

5 Fifth, and finally, contrary to GES's assertions, Shores' work in Los Angeles/Anaheim
6 will not result in disclosure of confidential trade secrets or other intellectual property of GES.
7 Shores' work for Freeman does not involve divulging any other confidential information of
8 GES, such as confidential client lists or pricing information. Thus, the Motion's concerns with
9 divulging of confidential information are both highly conclusory, not offering a single concrete
10 example of confidential information that Shores could exploit, and exaggerated.

11 In light of these facts, GES does not have a strong interest in preventing Shores from
12 working for Freeman in the Los Angeles/Anaheim area. In fact, it is clear that GES is using its
13 Noncompete Agreement as an employee retention tool as opposed to a tool to prevent unfair
14 competition. Importantly, GES has not identified a specific contract or GES customer that
15 Shores poached. Further, GES has not identified any specific confidential customer lists, sales
16 process, sales technique, or financial information that Shores has or could exploit to his
17 advantage. Given that GES does not have a legitimate reason to enforce the Agreement against
18 Shores, it is not reasonable to enforce it.

19 **C. GES fails to establish irreparable harm.**

20 Irreparable harm is harm for which compensatory damages would be inadequate. *Dixon*
21 *v. Thatcher*, 103 Nev. 414, 415 (1987). GES has not presented any evidence that irreparable
22 harm will occur absent an injunction and has, therefore, failed to meet its burden of proof on
23 this element. *See Number One Rent-a-Car*, 94 Nev. 779, 780-81, 587 P.2d 1329 (1978);
24 *Coronet Homes, Inc. v. Mylan*, 84 Nev. 435, 437, 442 P.2d 901, 902 (1968) (requiring
25 testimony or exhibits establishing the material allegations to support an injunction). GES
26 contends that the risk of competition always amounts to irreparable harm in breach-of-
27 noncompete cases. (Motion at 10:22-12:11). However, GES's contention that irreparable harm
28 exists in all noncompete cases has been rejected by the Nevada Supreme Court on multiple

occasions. For example, in *Michael A. Baron, M.D., Ltd. v. Gerson*, 238 P.3d 794 (Nev. 2008), the Supreme Court affirmed a district court decision finding no irreparable harm in denying a preliminary injunction because there was “minimal, if any, competition.” As recently as 2015, the Nevada Supreme Court explicitly declined to presume irreparable harm in a noncompete/nonsolicitation case. *See Excellence Cmty. Mgmt. v. Gilmore*, 351 P.3d 720, 725 (Nev. 2015). Specifically, the Court affirmed the lower court’s denial of a preliminary injunction where there was a legitimate dispute whether the restrictive covenant was breached and the lower court found that the employer’s damages were quantifiable. *See id.*

Here, GES has again presented no actual evidence of irreparable harm and placed all of its eggs in the irreparable-damages-are-presumed basket. Unfortunately for GES, *Gilmore* squarely rejects the notion that such damages are presumed. Without evidence on this point, GES has failed to carry its burden of proof. It has not identified a single lost contract, customer, or dollar, let alone demonstrated sufficient improper competition from Shores that would justify irreparable harm. As a result, GES’s Motion must be denied.

D. Granting an injunction would impose a greater hardship on Shores than the hardship GES would suffer if the Court denied GES’s Motion.

The Court must also consider how the injunction or absence thereof would impact the parties’ relative interests. (*See* Motion at 12:21-26.) The Court need not address this factor because GES cannot prevail on the merits. Nevertheless, GES argues that its damages “overwhelmingly” outweigh any harm to Shores as a result of the injunction. But, as demonstrated above, GES has not established *any* damages, let alone irreparable or overwhelming damages. On the part of Shores, an injunction will prevent him from working altogether—a restraint on his trade—based on a facially overbroad Noncompete Agreement. Shores submits that the equities and balance of interests clearly favor denial of an injunction.

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1 **E. If an injunction issues, this Court should require a bond of \$350,000.**

2 NRCP 65(c) provides:

3 No restraining order or preliminary injunction shall issue except upon the giving
4 of security by the applicant, in such sum as the court deems proper, for the
5 payment of such costs and damages as may be incurred or suffered by any party
6 who is found to have been wrongfully enjoined or restrained.

6 “The granting of a temporary restraining order without a proper bond is a nullity.” *Hersh v.*
7 *First Jud. Dist. Ct. In and For Ormsby County*, 464 P.2d 783, 785 (Nev. 1970). Here, GES is
8 not entitled to a preliminary injunction, therefore a bond is not necessary. Nevertheless, if the
9 Court issues a preliminary injunction, it must also impose a bond. Shores submits that \$350,000
10 is an appropriate bond amount given the potential loss of income he would suffer over the
11 course of litigating this action.

12 **V.**

13 **CONCLUSION**

14 GES’s conduct clearly demonstrates an intent to use the Noncompete Agreement to
15 unfairly inhibit competition and punish an employee who has left the fold. GES’s improper
16 efforts must be denied primarily because ***GES fails to establish its entitlement to a preliminary***
17 ***injunction on each and every required element.*** GES cannot prevail on the merits because (a)
18 the Noncompete Agreement is overbroad in geographic scope, (b) the Agreement imposes an
19 undue burden on Shores, (c) the Agreement cannot be saved by contract reformation, and (d)
20 even if the Agreement could be reformed, it would be unreasonable to enforce it against Shores
21 in the Los Angeles/Anaheim area, which is approximately 270 miles from Las Vegas and where
22 Shores’ position with Freeman is not competitive with contracts he secured for GES in Nevada.
23 GES also fails to introduce any evidence of irreparable harm or offer any persuasive argument
24 that the potential hardship to Shores would outweigh the (nonexistent) harm to GES as a result
25 of Shores’ conduct. Accordingly, Shores respectfully submits that this court must deny GES’s

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Motion for Preliminary Injunction.

DATED this 23rd day of February, 2017.

KEMP, JONES & COULTHARD, LLP

/s/ Mark M. Jones

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CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of February, 2017, the foregoing **DEFENDANT’S
OPPOSITION TO PLAINTIFF’S MOTION FOR PRELIMINARY INJUNCTION** was
served on all parties on the service list through the Court’s electronic filing system:

/s/ Erica Bennett-Mendoza

An employee of Kemp, Jones & Coulthard, LLP

EXHIBIT A

**DECLARATION OF LANDON SHORES IN SUPPORT OF OPPOSITION TO
PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION**

Under penalty of perjury, Landon Shores declares that the following facts are true and accurate.

1. I have personal knowledge of the matters set forth herein, except as to those matters stated on information and belief, which I believe to be true. I am competent to testify as to the matters set forth herein if called upon to do so. I make this Declaration in support of my Opposition to Plaintiff Global Experience Specialists, Inc.'s ("GES") Motion for Preliminary Injunction (the "Motion").

2. I began working for GES in 2013. GES is a general services contractor and, in that capacity, builds show floors for trade shows, conventions, and corporate events. Generally, GES reaches an agreement with the show organizer and then all exhibitors for the show are required to utilize GES for certain services. My main duty at GES was to solicit show organizers to sign a contract with GES for their trade show or convention event.

3. GES employed sales personnel in three areas: trade shows, corporate events, and custom exhibits. I worked almost exclusively in trade shows at GES, dealing with show organizers. I was made a Sales Manager sometime in 2015.

4. I would estimate that between 80-90% of my sales were for events in Las Vegas, Nevada. Some trade shows or conventions rotated between various cities, including Orlando, Chicago, Baltimore, Washington D.C., San Diego, and Las Vegas but, again, the vast majority of my sales and client generation was for events in Las Vegas.

5. At GES, I initiated sales for one smaller events in southern California, one of which included San Diego and Baltimore in its rotation of cities for the event.

6. I was offered and accepted a position as Senior Business Development Manager with Freeman Expositions, Inc. ("Freeman") on or around December 8, 2016, and accepted the offer on or around December 20, 2016. On or around January 6, 2017, I informed Tom Page, the Director of Sales over me that I had accepted the position with Freeman.

7. On or about Saturday, January 7, 2017, Daniel Higgins, Regional Vice President of Sales for GES called me and informed me that GES would sue to prevent me from working for Freeman. When I informed Higgins of my intent to work for Freeman, Higgins threatened me saying that he hoped I “had enough money saved up to sit around and do nothing for a year.” Higgins went on to say that I “better not sign a lease” because he and GES were going to sue me to make sure I did not work for Freeman and that I would not be able to earn money. Higgins then threatened me that if I worked for Freeman in California, GES would seek an injunction in Nevada to prevent me from working in California for twelve months. Higgins further threatened me that GES would force me to incur thousands of dollars in legal fees if I went to work for Freeman in California.

8. I met with Mr. Page at GES’s offices on January 9, 2017 and confirmed to him that my decision was final. Mr. Page then proceeded to berate and curse at me for being disloyal to him and GES. Mr. Page did not give me the option of providing two weeks’ notice and I was given boxes to pack my personal belongings and escorted off the premises. In short, GES’s acted in an extremely hostile manner once it learned I intended to work for Freeman in Los Angeles/Anaheim.

9. Because of the hostile and threatening conduct of Mr. Higgins and Mr. Page and the extremely broad terms of the Confidentiality and Non-Competition Agreement (the “Noncompete Agreement”), I believe that GES views the Noncompete Agreement as an employee retention tool rather than a means to protect its legitimate business interests.

10. As a result of my change in employment, I moved my residence from Las Vegas and now reside in Anaheim on or around Monday, January 23, 2017. I have a California driver’s license.

11. I currently generate sales for Freeman in the Los Angeles/Anaheim area of southern California.

12. Other than general work experience of engaging clients and building relationships, which is not proprietary or confidential, my work at GES brought negligible value to my employment at Freeman.

13. I disagree with the conclusions that GES draws from paragraph 6 of the Declaration of Thomas Page in support of the Motion, which alleges:

GES is careful to protect the confidentiality of its customer and pricing information as well as its other business and trade secret information, including its methods of doing business, marketing and sales processes, and customer information. Because of the sensitive and confidential nature of CES's customer information, pricing information, sales techniques and other procedures and methods, employees who have access to that information are required to sign non-disclosure/non-compete agreements upon commencement of their employment.

14. From this paragraph 6, GES wrongfully concludes that (a) I possessed knowledge of confidential sales techniques, processes, or other confidential procedures or methods of GES and (b) that I use said confidential information to my advantage in my current work for Freeman. Both of these contentions are incorrect. As further described below, I relied on publicly available information to generate sales leads or clients for GES. The sales "processes and techniques" I used while at GES were not confidential, proprietary, or known only to GES. I used ordinary sales skills and techniques that I believe many sales professional use in wide ranging markets. Also, I do not solicit the same clients for Freeman that I sought for GES. That is, the Los Angeles/Anaheim market in which I work for Freeman is different from the Las Vegas market. I cannot use any GES financial information I possess regarding the Las Vegas convention market to underbid GES in the Los Angeles/Anaheim area.

15. The vast majority of events that I solicited had no prior contract with GES. Most Las Vegas events I solicited are publicly listed on the website of the Las Vegas Convention and Visitors Authority ("LVCVA") at <http://www.vegasmeansbusiness.com/planning-tools/convention-calendar/>. I would visit these shows to make introductions to show organizers and begin actively engaging the potential client thereafter. This is how I generated the vast majority of my sales for GES.

16. My primary contacts with show organizers were meeting and event planners and the contact information for these individuals is not difficult to obtain—in most cases listed publicly on the internet.

17. GES's Motion does not identify any confidential information or trade secrets that I could use to gain a competitive advantage for Freeman. When determining the price to quote a show organizer for GES I would generally receive a request for proposal (or "RFP") identifying the needs of the event. I would then estimate the price GES should charge for items in the contract and send this information to the finance department, who would estimate the event's profitability. If the expected profit was acceptable to my sales manager, I was then authorized to submit a bid to the show organizer. By far the biggest factor in determining profitability was cost of labor. Labor for GES's convention services is supplied through a local chapter of the Teamsters Union. Union labor rates are public and not confidential.

18. And the Los Angeles/Anaheim convention and trade show market is different enough from the Las Vegas market that any pricing information for GES of which I am still aware would be of no value in my current position. The trade shows and events in the Los Angeles/Anaheim market are different from those in Las Vegas, the overhead and labor costs are different, and I could not use my knowledge of the Las Vegas market to underbid GES in Los Angeles/Anaheim. Also, labor is unionized in Los Angeles/Anaheim, so labor rates are non-confidential public information. Again, Labor is the biggest variable in analyzing the profit from an event.

19. My work for Freeman largely has required that I start the process of generating sales and leads from square one. I generate sales for Freeman largely using information available to the general public provided by the Los Angeles Convention and Exhibition Center Authority.

20. Given the physical distance between Las Vegas and Los Angeles/Anaheim of approximately 270 miles and as there is not a shared market for show organizers in these two convention/trade show markets, I would submit that enforcing any noncompete agreement I signed with GES in this situation would be unreasonable (and would also be highly

burdensome). I am not exploiting any confidential information of GES in my current position with Freeman and there is no overlap of clients I solicit in the two markets. Therefore, there is no risk that GES is subject to unfair competition by my employment with Freeman.

21. I have not asked a single client or show organizer that I had secured for GES to stop using GES's services and start using those of Freeman.

22. If I had not accepted this sales position with Freeman, some other Freeman sales professional would solicit the same clients that I solicit in California and would make substantially the same sales pitch that I make.

23. I would submit that the nationwide scope of the Noncompete Agreement that (I believe) GES requires all of its sales personnel to execute is excessive and overbroad. The Noncompete Agreement is not limited to only regions in which GES has established clients and existing good will. I believe that GES does not have client contacts in every city, town, and county of every state of the United States.

24. The Noncompete Agreement also places an undue burden on my ability to make a living with my profession. The practical result of GES's Motion is punitive and anticompetitive. Freeman would be precluded from using my skills and expertise, which are not proprietary property of GES, and I would be prohibited from seeking employment in my profession **anywhere in the United States**. In order to comply with the Noncompete Agreement as interpreted by GES, for a 12 month period, I would either have to (a) change my profession, (b) work outside of the United States, or (c) stop working altogether.

Dated this 23rd day of February, 2017


LANDON SHORES

1 TRAN

DISTRICT COURT

2
3 CLARK COUNTY, NEVADA

4 * * * * *

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6 GLOBAL EXPERIENCE SPECIALISTS,)
7 INC.,)

CASE NO. A-17-750273

8 Plaintiff,)

DEPT. NO. XIII

9 vs.)

10 LANDON SHORES,)

Transcript of Proceedings

11 Defendant.)

12
13 BEFORE THE HONORABLE MARK R. DENTON, DISTRICT COURT JUDGE

14 **PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION**

15 MONDAY, MARCH 6, 2017

16 APPEARANCES:

17 For the Plaintiff: WILLIAM R. URGAS, ESQ.
18 DAVID J. MALLEY, ESQ.

19 For the Defendant: MARK M. JONES, ESQ.

20 RECORDED BY: MARTHA SZRAMEK, DISTRICT COURT
21 TRANSCRIBED BY: KRISTEN LUNKWITZ

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25 produced by transcription service

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MONDAY, MARCH 6, 2017 AT 9:02 A.M.

THE COURT: Page 1, *Global Experience Specialists versus Landon Shores*.

MR. JONES: Good morning. Mark Jones on behalf of Mr. Shores.

MR. MALLEY: Good morning, Your Honor. David Malley on behalf of GES.

MR. URGAS: William Urgas on behalf of GES, Your Honor.

THE COURT: All right. It's Plaintiff's Motion for Preliminary Injunction.

MR. MALLEY: Good morning, Your Honor. Thank you.

We're here because Mr. Shores was an employee, a sales manager, of GES for three and a half years, during which time he signed two expressed non-compete agreements, plus an additional sales plan incentive agreement in which he acknowledged his non-compete obligations. There is no dispute that he has now accepted, within a month of departing GES, employment with Freeman, a competitive company, and in a competitive position.

We filed our Complaint and our Motion for Preliminary Injunction. We have not sought temporary restraining order but we sought preliminary injunction to assert the plaintiff's breach of contract, a breach of good

1 covenant of good faith and fair dealing, and, of course,
2 this in junctive relief. And I think it's important -- I'm
3 sure you've read the papers and all the arguments set forth
4 but I think it's important that we start with a good
5 understanding of what GES does, and what Mr. Shores did for
6 GES and, in turn, what he now does for Freeman.

7 Among other services, GES contracts directly with
8 tradeshow convention producers and organizers to be the
9 exclusive provider of the load-in, load-out, and
10 preparation provider for those conventions. GES provides
11 these services all over the world, certainly all over the
12 United States where there is such a market for such
13 services. Mr. Shores has an aside in his declaration that
14 even acknowledges that he did this -- these services not
15 only in Las Vegas but also in Baltimore, Orlando, Chicago,
16 Washington D.C., San Diego. And what this means is that,
17 for example, at a convention like CES, GES would come in
18 and lay the carpet down, prepare the site for the
19 exhibitors, and, then, the exhibitors would have their
20 exhibits shipped to the convention center at which point
21 the handoff comes to GES who will, then, take the exhibit,
22 load it in, and, then, same in reverse at the end.

23 Now, GES also provides those services such as to
24 the exhibitors directly -- this is through a different
25 department, of installing and manufacturing the exhibits,

1 storing them, and shipping them, and doing the site set-up.

2 Now, during this whole time at the conventions,
3 Mr. Shores is on the floor, identified as a GES employee.
4 He is recognizable, not only to the show producers but also
5 to the exhibitors. He is the face of GES. At least he's
6 one of the faces. There are other faces, but he is one of
7 the faces of GES during those shows. By doing this work
8 for over three years, Mr. Shores became a known quantity as
9 a GES representative, both with the event organizers and
10 exhibitors. These exact same services are what Mr. Shores
11 is now providing to Freeman, which is a direct competitor
12 of GES.

13 The agreement we have here -- and I don't think
14 there's any dispute as to the duration of 12 months or that
15 it is reasonable in its specificity as to the terms of the
16 prohibitive conduct. It's providing the same or similar
17 type of services that he provided for GES, he is prohibited
18 from providing to a competitor. And there's no dispute, no
19 actual dispute, that he is providing those same sales
20 activities for Freeman. In fact, the only difference is he
21 now says, instead of going to the Las Vegas Convention and
22 Visitor's Authority's website to find out what conventions
23 are in town, he now goes to the Los Angeles Convention and
24 Visitor's Bureau website. He's providing the same services
25 but just in a different location.

1 So, we don't have the same problem that we had in
2 the *Golden Road Motor Inc. case versus Islam* where it was a
3 overly broad restriction on the type of practice. He can,
4 in fact -- and we don't dispute, he could still work for
5 Freeman in literally any other capacity, other than as a
6 sales manager doing the exact same services.

7 The geographic scope is really what's at issue
8 here. Mr. Shores makes two arguments on this point, one
9 that there is a blanket prohibition on nationwide
10 restrictions on practice. And that simply isn't the case.
11 We've cited numerous cases that stand for the proposition
12 that nationwide -- even international prohibitions are
13 enforceable, as long as it's tied to the reasonableness of
14 the company's operations and it's goodwill and customer
15 contacts. And that's exactly what we have here and we've
16 set forth -- certainly, we wouldn't have expected that a
17 person in Mr. Shores' position would seriously contend that
18 GES didn't have this nationwide and international presence
19 but we've set forth that GES operates in at least 33
20 states, plus the District of Columbia, Hawaii, 119
21 different cities. We've actually counted between December
22 2015 and the present. GES has operated at 280 different
23 shows in California, 18 in Anaheim where Mr. Shores
24 presently works out of.

25 The corollary argument that GES would have had to

1 show that literally it operated in every single township in
2 America is simply unfounded. We've cited the case law that
3 shows that nationwide restrictions have been upheld when
4 there's been a presence in as little as seven states. The
5 other case we've cited, the *Aspen Marketing* case, the Court
6 said: When upon a showing that operated -- found that the
7 plaintiff operated, throughout the country, upon a showing
8 of having exhibits in only 40 states. So, I think that
9 we've shown that the nationwide restriction is reasonable
10 in this case.

11 The other argument that they've made is that we
12 haven't shown irreparable harm. And I think this is why we
13 started with a discussion of what Mr. Shores was for GES
14 and what he is now for Freeman. He is the face for those
15 customers. And the irreparable harm goes to: Is -- has
16 there been damage to goodwill and customer relationships?

17 The important point and why these employers have
18 restrictive covenants is so that during that very delicate
19 time when there's a void left after an employee leaves,
20 they can strengthen, maintain, rebuild those relationships
21 with the customers. Mr. Shores is now doing the exact same
22 thing he was doing on behalf of GES, but now with a Freeman
23 identification on. And he gets an unfair advantage and GES
24 has a corollary unfair disadvantage by Mr. Shores' ability
25 of whatever magnitude it may be, to go out and provide

1 those services for someone else with the goodwill that he
2 has garnered during his employment with GES. The direct
3 personal contact with customers is precisely what was found
4 to support injunctive relief in the cases that we've cited,
5 including the *Redley v. Piper* [phonetic] case.

6 The last thing they mentioned is the harm that he
7 would suffer. Sure, if he's unable to perform the exact
8 services that he's now been hired to do, there is
9 undoubtedly a harm. But that's not the standard here. The
10 standard is whether there's an undue harm, a severe
11 hardship. Certainly, both the Nevada Legislature and the
12 Courts have allowed and expressly permitted non-compete
13 agreements. It's envisioned that an employee who knowingly
14 and voluntarily enters into such an agreement is going to
15 be unable to perform those services for a set period of
16 time. If an employee was permitted to come in and say,
17 this agreement must be found unenforceable because it would
18 be a harm to me, then there is literally no non-compete
19 agreement that could be enforced. And that's simply what
20 is not the public policy of this state.

21 THE COURT: Okay. Could you address the bond
22 amount that you're -- you think is appropriate?

23 MR. MALLEY: Certainly. We said that we wanted a
24 nominal bond. They've said 350,000. We still maintain
25 that a nominal bond is appropriate. As stated, the

1 injunctive relief we seek is limited to enforcing what Mr.
2 Shores agreed to do on more than one occasion. And he
3 would not be out of work. He can continue to work in --
4 doing anything that he wants, even for Freeman, just not in
5 this one limited capacity. So, we think a nominal bond is
6 appropriate.

7 THE COURT: Okay. All right. Thank you. Mr.
8 Jones?

9 MR. JONES: Thank you, Your Honor, on behalf of
10 Mr. Shores.

11 First, a bit of a housekeeping issue. I wanted to
12 let the Court know that in California right now, Freeman,
13 Mr. Shores' new employer, has filed an action because there
14 is an incredibly strong public policy, as the Court may
15 know, in California against non-compete agreements. There
16 was a TRO application filed. There was a removal by GES to
17 Federal Court. And, just last Thursday, on March 2nd,
18 Freeman went ahead and filed the TRO application again in
19 Federal Court to, again, enjoin the enforcement of the non-
20 compete agreement.

21 So, I would ask the Court, again, you know, we're
22 here arguing but I think that the hearing in Federal Court
23 may be as close as this Wednesday, to ask the Court to at
24 least, perhaps, delay ruling until a week from now, after
25 consideration of everything. And, perhaps, if we could be

1 allowed to give you an update as to what happened in
2 California.

3 The reason, Your Honor, is that in Mr. Shores is
4 now a California resident. He's working in California.
5 He's -- I'll go into this later. He's not soliciting any
6 clients of Freeman's. There's no -- I see no harm in the
7 interim in the next week. And we think or would submit
8 that there might be a very reasonable chance, Your Honor,
9 that if the California Court, because of the strong public
10 policy, it's overwhelming, frankly, we believe --

11 THE COURT: Are you talking about U.S. District
12 Court in California?

13 MR. JONES: Yes, sir. And I can't remember the
14 name of the Court. It's in the Irvine area.

15 So, anyways, it's a -- we would submit that if the
16 injunction happens here, it's going to have to be
17 potentially domesticated to California and enforced there
18 and the California Court may make all of this a bit
19 irrelevant.

20 So, that's why we just ask the Court to consider
21 delaying the --

22 THE COURT: This, actually, was the first filed.
23 Right?

24 MR. JONES: It was the first filed. That is
25 correct. Yeah. And we think that it should have been

1 filed in California and that it was slightly sneaky but it
2 was filed here. So, I wanted to indicate that, Your Honor,
3 just for your consideration.

4 Secondly, I want to just tell you, in looking at
5 the Reply brief, what they, you know, talk about the Reply
6 brief and address that, a couple of things there. First of
7 all, they agree that this Court can blue pencil or reform -
8 -

9 THE COURT: If I could just ask a question? Which
10 states' law would be applicable from your standpoint?

11 MR. JONES: Which states' law?

12 THE COURT: Right.

13 MR. JONES: We're arguing Nevada law, Your Honor.

14 THE COURT: Okay.

15 MR. JONES: Yes. Yes, sir.

16 THE COURT: So, California's public policy, based
17 on California's -- you said strong public policy, based
18 upon California's law wouldn't necessarily be the
19 applicable law. Right?

20 MR. JONES: I just don't know how that's going to
21 come out. They may get a temporary restraining order on
22 Wednesday. I don't --

23 THE COURT: So, there's a hearing on the
24 Application for Temporary Restraining Order. Right?

25 MR. JONES: There is. And, Your Honor, as of

1 Friday, I'm not aware of when the date was actually set but
2 I know that I think it might be as soon as Wednesday.

3 THE COURT: Okay. And the plaintiff in that case
4 is your client.

5 MR. JONES: The client's new employer, --

6 THE COURT: I'm sorry. Okay.

7 MR. JONES: -- Freeman Company. Yes. Based upon
8 a couple of California codes. Based upon some actual
9 statutes, if you will.

10 THE COURT: Okay.

11 MR. JONES: And other reasons.

12 THE COURT: You'll be able to speak after he's
13 finished. Okay. Go ahead.

14 MR. JONES: Your Honor, also, I wanted to point
15 out a couple of things in just going down a quick
16 checklist.

17 GES bears the burden of proof here and it did not
18 attach any evidence in its Motion regarding its national
19 operations. And we would submit that the Court is free to
20 completely ignore this evidence because it's inappropriate.
21 In other words, they had no -- they have the burden of
22 proof. They didn't put anything in their Motion as to why
23 the national presence is important to them. And, so, we
24 would submit that you are free to ignore that evidence and
25 that you should. If you're inclined to consider that

1 evidence -- in other words, in the -- all of the vast
2 information that they included in their Reply brief with
3 that very long exhibit they put in there, we would still
4 submit that the case falls flat on its face and that the
5 data that they provided dramatically and overwhelmingly
6 demonstrates that they do not have a national presence.

7 At best, we analyzed that. They have, we think, a
8 tangible presence in nine states. And, furthermore, and
9 very importantly, they have no presence in 17 states at
10 all. Nevada, to our knowledge, has never enforced a
11 nationwide non-compete and this certainly is not the
12 situation in the -- and the situation where it should.

13 I think the key to this Motion --

14 THE COURT: Isn't the nature of the industry
15 involved important? I mean, this type of industry is all
16 over the place. Isn't it?

17 MR. JONES: Well, here's the point. It's not --
18 no. They cited a case of *Westlaw*, the *Westlaw* case. It
19 would submit, obviously, in that situation where a
20 nationwide compete from out of state was enforced. That's
21 obviously covers all 50 states. There was another case
22 that they cited, I think an internet case and telemarketing
23 cases that covered all 50 states. The key to this, Your
24 Honor, we think is the Nevada case, however. They've cited
25 all this out of state case law. The key is the *Camco* case

1 that we've cited in Nevada. And, in fact, they cite it on
2 page 10 of their Motion themselves. They cited to *Camco*.
3 And *Camco* is Nevada law, Your Honor. And we don't have to
4 look any further. The *Camco* case demonstrates clearly that
5 the -- or it requires clearly that:

6 The territorial scope of a non-compete agreement
7 is to cover locations in which GPS has established --
8 meaning actually existing -- customer contacts in
9 goodwill.

10 THE COURT: Do you recall what the -- or do you
11 have before you what the nature of the industry was in the
12 *Camco* case?

13 MR. JONES: The what, Your Honor?

14 THE COURT: What was the nature of the industry
15 that was involved in *Camco*?

16 MR. JONES: I have that here. Let's see. Yeah.
17 Yes. That was where the non-compete was barred -- barred
18 the employee from operating within 50 miles.

19 THE COURT: But what was the nature of that?

20 MR. JONES: Oh, I'm sorry. It was a SuperPawn,
21 Your Honor.

22 THE COURT: SuperPawn.

23 MR. JONES: And, so, what happened in that case is
24 that they had a restrictive agreement that the employee
25 could not operate in any area within 50 miles of what they

1 said was a targeted area for expansion.

2 And, so, basically, the Court -- and we think the
3 rule is very clear. The employer must have established
4 customer contacts in goodwill in that area covered by the
5 non-compete agreement. And, again, GES admits that it
6 doesn't have customer contacts in 17 states. We think it -
7 - it actually 32 states it has like a 2 percent coverage.
8 It just has no nationwide presence. This is not the
9 situation where it should be 50 states enforced. They have
10 no proof, Your Honor. They have no evidence that they are
11 in the entire United States.

12 Basically, what their position is is that: Well,
13 it's enough, Your Honor. We think that it's close and it's
14 enough. And they've cited some cases they -- counsel
15 discussed where it was seven states or it was 43 states.
16 Those cases, we would submit very clearly, are against
17 *Camco*, which is Nevada law.

18 Second -- or, excuse me. Moving on, Your Honor.
19 Mr. Shores is not soliciting GES clients or his former
20 clients, nor has he disclosed any confidential information.
21 All of these facts were raised in our Opposition and they
22 didn't hit any of them in the Reply. They essentially were
23 -- well, they didn't dispute any of them in the Reply
24 brief. We would submit that there is no irreparable harm -
25 - no risk of irreparable harm to GES at all.

1 If I may, Your Honor, take another few minutes
2 just to drill down on a couple of other specifics? They
3 further mentioned the 119 cities. We -- I looked -- I
4 represent to the Court, going on Wikipedia, there are 304
5 cities in the United States with over 100,000 people in
6 them. Out of 119 cities is 39 percent. Again, it's just,
7 it's against *Camco* and it's -- they're not in the full
8 geographical scope, nationwide.

9 And, again, what we would submit under the *Golden*
10 *Road* case is that if this -- if the scope is unreasonable,
11 it's void. It's over. You -- and, again, you can't blue
12 pencil, we can't reform. They have agreed to that. It's
13 either unreasonable or not and that's your discretion and
14 determine whether or not it is unreasonable. We would
15 submit, of course, that it is.

16 A few other points, Your Honor. With regard to
17 irreparable harm, it appears to us that they kind of looked
18 outside of Nevada law when they don't like the Nevada law.
19 But we cited the *Gilmore* case with regard to irreparable
20 harm. We would submit that Your Honor take a -- please, if
21 you haven't already, take a very hard look at the *Gilmore*
22 case. That's where it may be appropriate to find
23 irreparable harm where the competing employee will cause
24 the former employee to lose clients or customers,
25 misappropriated trade secrets, actively soliciting

1 contracts. Some of the cases they also cited were to that
2 effect, where there was an active solicitation, unique
3 services.

4 Here, we demonstrated that we were not bringing --
5 he was not bringing old clients with him. They never
6 refuted this. Landon wasn't using trade secrets or
7 confidential information. They did not dispute this or
8 refute this in the Reply. Landon wasn't actively
9 soliciting current GES customers. We submitted that and we
10 put his declaration in in our Opposition. They did not
11 refute that. And the sales are not unique. There have
12 been no poached customers. There's no irreparable harm
13 here.

14 They cite to the *Kimball* [phonetic] case and that
15 they -- to show that they've suffered irreparable harm.
16 And that's where an employee was communicating with the old
17 customers, as well as the new. Again, that's not the
18 situation here and we -- GES did not dispute that he's not
19 soliciting GES existing clients.

20 Balance of the hardships, Your Honor, moving on.
21 We think that, A, it's absurd to say that -- well,
22 basically what they're saying is: Hey, he can go work as a
23 janitor at Freeman. Well, that's not what he was hired to
24 do. And it's -- again, it's a restraint of his trade.
25 It's very important. He can't -- his whole --

1 THE COURT: Well, they're just saying that he
2 shouldn't do the things that you say he's not doing. So,
3 apparently, under that scenario, he could do things that
4 wouldn't be in violation of the injunction that they're
5 seeking. Right?

6 MR. JONES: Well --

7 THE COURT: Because you're saying he's already not
8 doing those things. So, what would be the problem if he
9 were enjoined from doing it in case he decides to do it?

10 MR. JONES: Enjoined from soliciting?

11 THE COURT: Doing the things that you're saying
12 he's not doing?

13 MR. JONES: Okay. Well, Your Honor, that's you're
14 -- that's going to be your decision. And California --

15 THE COURT: But, I mean, you're saying that he's
16 already not doing those things --

17 MR. JONES: Correct.

18 THE COURT: -- and he's apparently able to work
19 doing -- not doing those things. So, what's the problem
20 with having an injunction that says he can't do those
21 things?

22 MR. JONES: Your Honor, I'm hearing you and
23 basically what they've said in their Motion is they've
24 asked for a nonsolicitation of any -- and I apologize. I
25 don't have the exact language. And, number two, not

1 competing at all. Not working for any business in the
2 entire United States that has anything to do with GES, no
3 matter how unreasonable that is.

4 And, I would point out, with regard to the
5 solicitation and doing business issue, I understand your
6 ruling is going to be what it is. Again, what happened in
7 California where this ultimately might have to be enforced,
8 I just want the Court to understand that there, they are --
9 Freeman is asking for that. They think that it's so -- you
10 know, they're asking that he be able to solicit business.
11 But we're here now and he's not. He's not soliciting any
12 business and that's what we're talking about for our
13 purpose.

14 THE COURT: Okay.

15 MR. JONES: So, lastly, we would submit it is a
16 significant hardship not to let him -- allow him to do his
17 work, his trade, his -- what he's done and whatever his
18 value is, anywhere in the United States. And I made my
19 other point. They also -- they say that a restraining
20 order against Shores is necessary to protect their
21 reputation and goodwill, strengthen the relationship with
22 previous customers. We don't understand there. He's not
23 appropriating -- misappropriating any trade secrets. He's
24 not soliciting the clients of GES.

25 And, furthermore, and lastly, GES would also --

1 whether he had left to go somewhere else or work in some
2 other position, GES would have to train a new person to
3 take over their -- you know, the duties and the service of
4 clients that he did.

5 With regard to a bond, we're indicating we had
6 \$350,000 for a bond and actually -- and I don't have the
7 exact number of what he is -- I'm sorry that I -- what he
8 is making as an employee there. We asked, and they took
9 another look at it, and we asked for the life of the
10 lawsuit -- well, in effect. And, then, I thought about it
11 again and, really, what they're trying to do is if they --
12 if this is enforced, it's for 12 months. And we all know
13 how, respectfully, we're all part of the system here, how
14 long it takes to get to trial. This thing could be over --
15 you know, the case could go on before the injunction in
16 that in what they're trying to accomplish, you know, before
17 too far down the road. We're asking for, I think, instead
18 of 350, based on my understanding that he's making -- and
19 I'm not positive, Your Honor. I'm going to say between 80
20 and \$100,000. I don't know. Maybe \$70,000. We'd ask for
21 double that or 100 -- we're going to ask for a \$180,000
22 bond if the Court is so inclined to grant the junction.

23 THE COURT: Okay. I've got to move on here.

24 MR. JONES: Lastly, it's interesting to us they
25 did not, at all, refer to the *Golden Road* case, 2016, very

1 seminal case in Nevada. It has so many points in our favor
2 and they didn't touch it at all in the Reply brief. They
3 basically tried to distinguish it out of the box because
4 they know about it and how harmful it is to their position.

5 *Golden Road*, such agreements -- this is my last
6 point -- such agreements or non-competes are unreasonable
7 and they're unenforceable:

8 If, A, they impose a greater burden than is
9 required to protect the interest of the enforcing party
10 or imposes undue hardship on the -- on Mr. Shores.

11 We think that, clearly, we should prevail on both
12 of those issues and they cannot prove their geographical
13 scope.

14 THE COURT: Let me ask you a question. Mr. Shores
15 went to work for a company named Global Experience
16 Specialists, Inc. Right? And, according to plaintiff,
17 became the face of that company. Is that -- what is your -
18 -

19 MR. JONES: Yes, Your Honor.

20 THE COURT: -- contention regarding that?

21 MR. JONES: Thank you. That took me by surprise.
22 This is that -- the important point is he is not even a
23 high-level employee. He's a sales person. And, as he
24 indicated, the mark, again --

25 THE COURT: Well, all the plaintiff is saying is

1 that he can't do what he did, become the face of whatever
2 it is, Freeman or whatever it is.

3 MR. JONES: Well, they're asking for more than
4 that and what they're specifically asking for is, number
5 one, enjoining and restraining Shores from soliciting or
6 doing business with --

7 THE COURT: Which he's not doing, you say.

8 MR. JONES: Right. Two, enjoining and restraining
9 Shoes from performing any work, which would be in
10 competition with GES. Now, that -- my interpretation based
11 upon all of their points and authorities is he can't work
12 for Freeman. He can't work in the industry for 12 months.
13 It's not a semantically that he can't perform any work in
14 competition, such as, number one, soliciting or doing
15 business with any clients at GES.

16 THE COURT: Okay.

17 MR. JONES: The markets are different.

18 THE COURT: All right. Thank you.

19 MR. JONES: Thank you.

20 THE COURT: I've got to move on here so, briefly.

21 MR. MALLEY: Your Honor, I promise you very
22 briefly.

23 THE COURT: Very briefly.

24 MR. MALLEY: Number one, to clarify the face of
25 the company, I was trying to be as specific as I could.

1 With respect to those customers and those shows that he's
2 at when he's out there in his GES and now Freeman, either
3 shirts or badges, he's the face with those -- for those
4 people that he's dealing with.

5 Number two, the Federal Court case that he
6 mentioned, I think it's important to note that, again, as
7 you noted, we were the first to file the case. Second, Mr.
8 Shores is not a party to that federal case. That is a case
9 only between Freeman and GES.

10 Third, I tried to be very clear, both in the
11 points in the authorities and here today that we are
12 seeking -- well, literally the only job that Mr. Freeman
13 could not -- Mr. Shores could not do with the relief that
14 we're seeking, is the specific job that he's doing now as
15 the sales manager. And I think I've said this a number of
16 times, he could continue to work with Freeman in any other
17 capacity. Not a janitor, but he could be accounting. Any
18 other capacity other than out there doing sales in a
19 competitive manner.

20 The bond, I don't know what Mr. Shores' salary is,
21 that hasn't been presented. But I think for the duration
22 of what we're talking about, we're seeking a injunction for
23 the life of what would be the non-compete agreement which
24 is 12 months. It doesn't matter how long the lawsuit goes
25 on or the --

1 THE COURT: How many months have already passed?
2 I mean, when did it --

3 MR. MALLEY: Well, he --

4 THE COURT: When did the 12 months start?

5 MR. MALLEY: Well, the 12 months would have
6 started -- I think his last day was end of December.

7 THE COURT: Okay.

8 MR. MALLEY: But he's been in competition since
9 that time.

10 THE COURT: Okay.

11 MR. MALLEY: So, we'd ask that it -- we would ask
12 that it start anew whenever the injunctive relief is
13 granted by Your Honor.

14 THE COURT: Okay.

15 MR. MALLEY: If you have any questions, I know you
16 want to move on.

17 THE COURT: No. No. I -- okay. Quickly, my
18 understanding is the defense went from 350 to 180. Right?

19 MR. JONES: Yes, Your Honor.

20 THE COURT: Right. Okay.

21 MR. JONES: And, again, he may have to leave the
22 country, take a different line of work. I don't know what
23 -- whether they're going to fire him or not. I just do not
24 know.

25 THE COURT: Okay. Last word on the bond?

1 MR. MALLEY: Nominal bond. I would leave it up to
2 your discretion, Your Honor. Again, if he's not doing what
3 he -- if he's not doing anything wrong, then there's no
4 reason that it shouldn't be anything more than a nominal
5 bond.

6 THE COURT: Okay. Well, I'll grant the Motion to
7 the extent that he can't be the sales manager. In other
8 words, he can't do the -- do what he was doing with Global
9 Experience Specialists. The 12-month period started
10 January 1st. Okay? And the bond will be \$100,000. Okay?
11 I need to have a proposed order. Run it by counsel. All
12 right?

13 MR. MALLEY: Very good. Thank you, Your Honor.

14 MR. JONES: Thank you, Your Honor.

15 THE COURT: Thank you. And be specific in terms
16 of what it is that he can't do, relative to these
17 managerial competitive aspects of it. He can still work
18 for Freeman and things.

19 MR. MALLEY: I will, Your Honor. I'll submit it
20 to Mr. Jones.

21 THE COURT: All right.

22 MR. MALLEY: Thank you.

23 THE COURT: Thank you.

24 PROCEEDING CONCLUDED AT 9:33 A.M.

25 * * * * *

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CERTIFICATION

I certify that the foregoing is a correct transcript from the audio-visual recording of the proceedings in the above-entitled matter.

AFFIRMATION

I affirm that this transcript does not contain the social security or tax identification number of any person or entity.

A handwritten signature in blue ink, reading "Kristen Lunkwitz", is written over a horizontal line.

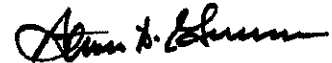
KRISTEN LUNKWITZ
INDEPENDENT TRANSCRIBER

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

CASE NO.: A-17-750273-B

DEPT. NO.: XIII

COMPLAINT

**(Request for Business Court Assignment
Pursuant to EDCR 1.61(a))**

**(Exempt from Arbitration – Action
Seeking Equitable Relief)**

**GLOBAL EXPERIENCE SPECIALISTS,
INC.,**

Plaintiff,

vs.

LONDON SHORES;

Defendants,

Plaintiff Global Experience Specialists, Inc. ("GES") by and through its counsel, Jolley Urga Woodbury & Little, hereby complains and alleges as follows:

1. GES is a Nevada corporation doing business in Clark County, Nevada, 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. Defendant Landon Shores ("Shores") is a former employee of GES, and now an employee of Freeman Expositions, Inc. ("Freeman"), a competitor to GES.

3. In June 2013, Shores received and accepted an offer of employment with GES. Following his probationary period of employment with GES, he entered into a Confidentiality and Non-Competition Agreement. Shores signed a superseding Confidentiality and Non-

1 Competition Agreement (the "Agreement") in September 2016 in connection with an increased
2 salary Shores received from GES.

3 4. Pursuant to the Agreement, Shores agreed, among other things, not to solicit any
4 GES customers or compete with GES for 12 months following the termination of his
5 employment. Additionally, Shores agreed: a) not to either directly or indirectly make known the
6 names, addresses or phone numbers of any of the customers of GES; and b) not to divulge any
7 information concerning any matters affecting or relating to GES's business, including but not
8 limited to the identities of its customers, its prices, its products or services, or any other
9 information concerning GES.

10 5. On or about January 12, 2017, Shores quit working for GES.

11 6. Shore's position at GES was Sales Manager for trade shows, which involved
12 obtaining contracts with trade show organizers for GES to be the provider of load-in/load-out
13 services and convention area preparation and set-up. Shore's job duties also involved liaising
14 with exhibitors at the trade shows because it was GES that was responsible for the loading-in
15 and loading-out of the exhibitors' exhibits.

16 7. GES has learned that – contrary to the Agreement – Shores has become employed
17 with Freeman in a sales position in violation of the Agreement. The Agreement allows Shores to
18 seek GES' consent to allow Shores to work for a competitor in GES' sole and unfettered
19 discretion, but Shores never sought and GES never gave any such consent.

20 8. Upon learning that Shores was going to engage in competition in violation of the
21 Agreement, GES demanded that Shores cease and desist engaging in such conduct, but Shores
22 refused.

23 9. While employed with GES, Shores participated in GES' Exhibition Sales
24 Incentive Plan, which provided financial incentives to Shores for meeting certain sales measures.
25 In connection with that Exhibition Sales Incentive Plan, Shores signed the 2016 Exhibition Sales
26 Incentive Plan Participation Acknowledgement, which requires forfeiture and/or repayment of
27 awards in the event Shores engages in competitive activities within 12 months following the
28

1 termination of his employment. Based on his competitive activities with Freeman, Shores is
2 required to repay to GES incentive payments in the amount of \$19,687.

3 10. GES has been required to retain the services of attorneys to prosecute this action
4 and GES has been damaged thereby. GES is therefore entitled to recover its reasonable
5 attorneys' fees and costs of suit.

6 **FIRST CLAIM FOR RELIEF**

7 11. GES repeats and realleges each and every preceding paragraph in this Complaint
8 as though fully set forth herein.

9 12. Shores' conduct as set forth herein constitutes breach of the Agreement.

10 13. As a result of Shores' breach of contract, GES has suffered damages in excess of
11 \$10,000.00.

12 14. GES has been required to retain the services of attorneys to prosecute this action
13 and GES has been damaged thereby. GES is therefore entitled to recover its reasonable
14 attorneys' fees and costs of suit.

15 **SECOND CLAIM FOR RELIEF**

16 15. GES repeats and realleges each and every preceding paragraph in this Complaint
17 as though fully set forth herein.

18 16. The covenant of good faith and fair dealing is inherent and implied in every
19 contract and in particular is implied in the terms of the Agreement.

20 17. Shores' conduct as set forth herein constitutes a breach of the implied covenant of
21 good faith and fair dealing under the Agreement.

22 18. As a result of Shores' breach of the implied covenant of good faith and fair
23 dealing, GES has suffered damages in excess of \$10,000.00.

24 19. GES has been required to retain the services of attorneys to prosecute this action
25 and GES has been damaged thereby. GES is therefore entitled to recover its reasonable
26 attorneys' fees and costs of suit.

27 ///

28 ///

THIRD CLAIM FOR RELIEF

20. GES repeats and realleges each and every preceding paragraph in this Complaint as though fully set forth herein.

21. As set forth herein, Shores' actions of violating the Agreement by engaging in competitive employment is wrongful and has caused and will continue to cause irreparable injury to GES and to harm GES's business and good will.

22. Shores' actions as described herein are wrongful and of a continuing nature for which GES has no adequate remedy at law. Furthermore, GES possesses a reasonable likelihood of success on the merits of its claims against Shore by virtue of his wrongful and malicious actions.

23. GES is entitled to any appropriate injunctive relief necessary to enjoin Shore from engaging in the wrongful actions set forth herein, including but not limited to, a preliminary and permanent injunction.

24. GES has been required to retain the services of attorneys to prosecute this action and GES has been damaged thereby. GES is therefore entitled to recover its reasonable attorneys' fees and costs of suit.

FOURTH CLAIM FOR RELIEF

25. GES repeats and realleges each and every preceding paragraph in this Complaint as though fully set forth herein.

26. Shores has been unjustly enriched by the retention of incentive payments in the amount of \$19,687 based on his engaging in competitive activities within 12 months following the termination of his employment with GES.

27. As a direct and proximate result of Shores' unjust enrichment, GES is entitled to payment in an amount in excess of \$10,000, plus interest.

28. As a result of the conduct of Shores as described herein, GES has been required to retain the services of an attorney, and as a direct, natural and foreseeable consequence thereof, GES has been damaged thereby and is entitled to reasonable attorney's fees and costs.

///

FIFTH CLAIM FOR RELIEF

29. GES repeats and realleges each and every preceding paragraph in this Complaint as though fully set forth herein.

30. Shores' conduct as set forth herein constitutes breach of the GES Exhibit Sales Incentive Plan and the 2016 Exhibition Sales Incentive Plan Participation Acknowledgment.

31. As a result of Shores' breach of contract, GES has suffered damages in excess of \$10,000.00.

32. GES has been required to retain the services of attorneys to prosecute this action and GES has been damaged thereby. GES is therefore entitled to recover its reasonable attorneys' fees and costs of suit.

SIXTH CLAIM FOR RELIEF

33. GES repeats and realleges each and every preceding paragraph in this Complaint as though fully set forth herein.

34. The covenant of good faith and fair dealing is inherent and implied in every contract and in particular is implied in the terms of the GES Exhibit Sales Incentive Plan and the 2016 Exhibition Sales Incentive Plan Participation Acknowledgment.

35. Shores' conduct as set forth herein constitutes a breach of the implied covenant of good faith and fair dealing under the Agreement.

36. As a result of Shores' breach of the implied covenant of good faith and fair dealing, GES has suffered damages in excess of \$10,000.00.

37. GES has been required to retain the services of attorneys to prosecute this action and GES has been damaged thereby. GES is therefore entitled to recover its reasonable attorneys' fees and costs of suit.

WHEREFORE, GES demands judgment against Shores as follows:

1. For a preliminary and permanent injunction against Shores enjoining his employment with Freeman in a competitive capacity;


2. For damages in excess of \$10,000.00;

3. For punitive damages in excess of \$10,000.00;

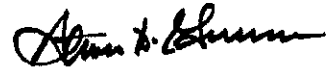
4. For reasonable attorney's fees and costs; and
5. For pre and post-judgment interest on all amounts awarded; and
6. For such other and further relief as the Court deems just and proper.

DATED this 30th day of January, 2017.

JOLLEY URGALAWYERS & LITTLE



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



CLERK OF THE COURT

MPRI

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Attorneys for Plaintiff Global Experience Specialists, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

CASE NO.: A-17-750273-B

DEPT. NO.: XIII

**PLAINTIFF'S MOTION FOR
PRELIMINARY INJUNCTION**

**GLOBAL EXPERIENCE SPECIALISTS,
INC.,**

Plaintiff,

vs.

LONDON SHORES;

Defendants,

Plaintiff Global Experience Specialists, Inc. ("GES") by and through its counsel, Jolley Urga Woodbury & Little, hereby moves this Court for a preliminary injunction pursuant to NRCF 65 and NRS 33.010, *et seq.* granting the following relief against Defendant Landon Shores ("Shores"), as well as his, agents, servants and employees, and all persons in active concert or participation with him:

- 1) Enjoining and restraining Shores from soliciting or doing business with any clients of GES;
- 2) Enjoining and restraining Shores from performing any work which would be in competition with GES; and
- 3) Granting GES such other and further relief as the Court deems just and proper.

///

///

1 This Motion is made and based upon the complaint on file herein, the memorandum of
2 points and authorities submitted herewith, and the affidavits and exhibits attached hereto.

3 DATED this 31st day of January, 2017.

4 JOLLEY URGALAW WOODBURY & LITTLE

5
6 By: 

7 William R. Urga, Esq.
8 David J. Malley, Esq.
9 330 S. Rampart Blvd., Suite 380
10 Las Vegas, Nevada 89145
11 Attorneys for Plaintiff

12 **NOTICE OF MOTION**

13 PLEASE TAKE NOTICE that the undersigned will bring the foregoing Plaintiff's
14 Motion for Preliminary Injunction on for hearing before the above-entitled Court on the
15 6 day of Mar., 2017, at the hour of 9:00 a.m. of
16 said day in Dept. XIII or as soon thereafter as counsel may be heard.

17 DATED this 31st day of January, 2017.

18 JOLLEY URGALAW WOODBURY & LITTLE

19 By: 

20 William R. Urga, Esq.
21 David J. Malley, Esq.
22 330 S. Rampart Blvd., Suite 380
23 Las Vegas, Nevada 89145
24 Attorneys for Plaintiff

25 **POINTS AND AUTHORITIES**

26 **I.**

27 **INTRODUCTION**

28 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

1 venues, as well as contracting with trade show organizers to provide load-in/load-out services,
2 and convention area preparation and set-up. From June 2013 until January 2017, Shores was an
3 employee of GES, working first as a Sales Associate and later as a Sales Manager. On two
4 occasions during his employment with GES, Shores signed a Confidentiality and Non-
5 Competition Agreement containing promises not to compete with GES, solicit or do business
6 with GES's customers, or use GES's confidential business information and trade secrets during
7 and for 12 months after his employment with GES. Despite those obligations, GES has
8 discovered that Shores has accepted a sales position with Freeman Expositions, Inc., a direct
9 competitor of GES.
10

11 Unless enjoined, Shores will continue to wrongfully compete with GES. GES is also
12 concerned that Shores will solicit and do business with GES's customers causing further and
13 irreparable injury to GES. Therefore, GES requests the immediate entry of a preliminary
14 injunction as follows:
15

- 16 1) Enjoining and restraining Shores from soliciting or doing
17 business with any clients of GES;
- 18 2) Enjoining and restraining Shores from performing any
19 work which would be in competition with GES; and
- 20 3) Granting GES such other and further relief as the Court
21 deems just and proper.

22 II.

23 FACTUAL BACKGROUND

24 A. Shores's Employment With GES

25 Shores became employed with GES in June 2013 as a Sales Associate. See Declaration
26 of Thomas Page, ¶ 3, attached as Exhibit 1. Following his probationary period, Shores executed
27 a document entitled "Confidentiality and Non-Competition Agreement." See *id.*; See also
28 Confidentiality and Non-Competition Agreement signed by Shores on September 27, 2013,
attached as Exhibit 1-A.

1 Shores was subsequently promoted to Sales Manager and, in September 2016, was given
2 an increase in salary. In connection with the increase in salary, Shores signed a superseding
3 Confidentiality and Non-Competition Agreement (the "Agreement") on or about September 12,
4 2016. *See id.* at ¶ 4; *See also* the Agreement, attached as Exhibit 1-B.

5 As detailed in the Declaration of Thomas Page, Shores' duties as Sales Manager included
6 (among many other duties) securing trade show sales and services; representing GES to trade
7 show management, exhibitors, association executives, convention managers, convention bureau
8 staff, hotels and conference centers and subcontractors to create goodwill and secure business;
9 seek new business from meeting venues, hotels, associations, and companies with trade show
10 events; coordinate with others at GES for all phases of pre-show, on-site, and post-show project
11 management, preparing responses to requests for proposals; developing presentation materials
12 for presentation to current and potential clients; and negotiating contracts. *See* Exhibit 1, ¶ 5.

13 **B. The Non-Compete Provision Of The Agreement**

14 GES is careful to protect the confidentiality of its customer and pricing information as
15 well as its other business and trade secret information, including its methods of doing business,
16 marketing and sales processes, and customer information. Because of the sensitive and
17 confidential nature of GES's customer information, pricing information, sales techniques and
18 other procedures and methods, employees who have access to that information are required to
19 sign non-disclosure/non-compete agreements upon commencement of their employment. *See*
20 Exhibit 1, ¶ 6.

21 In connection with protecting the confidentiality of its information and the business
22 advantage derived therefrom, GES requires employees such as Shores to agree not to disclose
23 that information. GES further requires employees such as Shores to agree not to compete with
24 GES during the term of his employment and for a period of 12 months thereafter and to agree
25 not to do business with any GES customer for 12 months after termination of his employment.

26 Thus, in the Agreement, Shores agreed he would not disclose to any third party any
27 information regarding, among other things, GES's customers, operations and procedures, which
28 he agreed are GES's trade secrets and confidential information. *See* Exhibit 1-B, §1. He also

1 agreed that during his employment and for a period of 12 months following his employment, he
2 would not "compete against [GES] . . . by performing services . . . on the behalf of any third
3 party that are competitive with and/or similar to the services that Employee performed for [GES]
4 during the last twelve (12) months of his/her employment with [GES]". See Exhibit 1-B §
5 1.6(A). Shores further agreed that during his employment and for a period of 12 months
6 thereafter he would not solicit or accept business from or perform services for any of GES's
7 customers. *Id.* at §1.6(B). Due to the serious injury GES would suffer if Shores were to
8 abuse his trust and violate the above covenants, Shores expressly agreed that GES would be
9 entitled to injunctive relief to enjoin any violation of Shores' agreement. See Exhibit 1-B, §1.8.

10 Moreover, while he was employed with GES, Shores participated in GES' Exhibition
11 Sales Incentive Plan, which provided financial incentives to Shores for meeting certain sales
12 measures. See Exhibit 1, ¶ 8. In connection with that Exhibition Sales Incentive Plan, Shores
13 signed the 2016 Exhibition Sales Incentive Plan Participation Acknowledgement, which requires
14 forfeiture and/or repayment of awards in the event Shores engages in competitive activities
15 within 12 months following the termination of his employment. *Id.*, see also the 2016
16 Exhibition Sales Incentive Plan Participation Acknowledgement attached hereto as Exhibit 1-C.

17 **C. Shores Leave GES's Employment And Begins Competing With GES**

18 On or about January 12, 2017, Shores quit working for GES. Exhibit 1, ¶ 9. In
19 conversations with GES management following his termination, Shores confirmed that he had
20 accepted a sales position with Freeman, but felt that the Agreement did not apply because he
21 would be working in California. *Id.* The Agreement, however, provides that the geographical
22 restriction on the non-compete provision is the United States, and provides the reasons therefor:

23 Employee recognizes and acknowledges that the Company
24 conducts its business on an international basis and has customer
25 and vendor accounts throughout the United States in which
26 Employee will be involved. Therefore, Employee agrees that a
27 geographical restriction on competitive employment in the United
28 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.

Exhibit 1-B, §1.6(A)

Notably, Shores has never denied that his employment with Freeman would violate the Agreement; rather, he contends that the Agreement does not apply to competitive acts emanating from California. As set forth herein, the Agreement applies to preclude Shore from engaging in competitive acts anywhere in the United States. Shores' actions are wrongful, flagrant and intentional, and are designed to cause serious and irreparable harm to GES's customer relationships and its reputation and good will. Therefore, GES is entitled to injunctive relief to enjoin Shores' wrongful actions to prevent yet further and irreparable injury to GES.

III.

**STANDARD FOR GRANTING INJUNCTIVE RELIEF TO PROTECT
BUSINESS FROM IRREPARABLE INJURY**

The Nevada Supreme Court has long held that 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) (holding that plaintiff was entitled to preliminary injunction to enjoin conduct that caused damage to business and profits); *Guion v. Terra Marketing of Nevada, Inc.*, 90 Nev. 237, 240, 523 P.2d 847, 848 (1974) (affirming order granting preliminary injunction to protect business and proprietary interests).

Interpreting NRS 33.010, the legislative authority for injunctive relief, the Nevada Supreme Court has held that "[a] preliminary injunction is available if an applicant can 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 inadequate remedy." *Dangberg Holdings Nevada, L.L.C. v. Douglas County*, 115 Nev. 129, 142, 978 P.2d 311, 319 (1999) (affirming order granting a preliminary injunction); *Pickett v. Comanche Construction, Inc.*, 108 Nev. 422, 426, 836 P.2d 42, 44 (1992) (holding that district court abused its discretion in denying injunctive relief). Importantly, the mere availability of a legal remedy does not bar injunctive relief. *See Nevada Escrow Service, Inc. v. Crockett*, 91 Nev. 201, 203, 533 P.2d 471, 472 (1975) (reversing the district court and holding that plaintiff

1 was entitled to a preliminary injunction). The legal remedy must be sufficient and must not be
2 rendered inadequate by a far superior equitable remedy. *See id.* The Nevada Supreme Court has
3 long held that "if the injury is likely to be irreparable, or if the defendant be insolvent, equity
4 will always interpose its powers to protect a person from a threatened injury." *Champion v.*
5 *Sessions*, 1 Nev. 478, 483 (1865) (emphasis added).

6 Finally, "[t]he decision whether to grant a preliminary injunction is within the sound
7 discretion of the district court whose decision will not be disturbed on appeal absent an abuse of
8 discretion." *See Dangberg Holdings*, 115 Nev. at 142-43.¹

9 As shown herein, GES has satisfied each of the pre-requisites for injunctive relief;
10 therefore, GES's motion for a preliminary injunction should be granted.

11 IV.

12 GES IS ENTITLED TO A PRELIMINARY INJUNCTION

13 A. GES Possess a Reasonable Likelihood of Success on the Merits of its Claims.

14 GES enjoys much more than a mere likelihood of success on the merits of this case.
15 Unequivocally, Shore's actions violate his promise to abide by the clear and express terms of the
16 Agreement. Shores knowledge of his agreement not to compete with GES is not in doubt – he
17 signed a non-compete agreement in 2013, the superseding Agreement in 2016, and further
18 acknowledged his commitment not to compete with GES when he agreed to repay/forfeit all
19 incentive awards as set forth in the 2016 Exhibition Sales Incentive Plan Participation
20 Acknowledgement. There is little doubt Shores' actions must be enjoined.

21 1. Shores' Wrongful Actions Violate His Contract with GES

22 As shown above, Shores executed the Agreement pursuant to which he expressly agreed
23 not to compete against GES by performing services on behalf of himself or any third party "that
24 are competitive with an/or similar to the services" Shores performed for GES. *See* Exhibit 1-B
25 at § 1.6 (A). Shore's contractual obligations in this case could not be any clearer, and he has

26 ¹NRCP 65(c) also requires that security be given before the issuance of injunctive relief. The amount of the
27 security is left to the discretion of the district court. In this case, a very modest security is all that should be
28 required because Shores will not suffer any harm of any nature if he is enjoined from continuing to engage in the
wrongful actions set forth herein.

1 acknowledged his obligation not only by signing the Agreement, but also in his communications
2 with GES following the termination of his employment. See Exhibit 1, ¶ 9. His conduct in
3 breaching the Agreement in the face of his acknowledgment of his commitment not to compete
4 against GES firmly establishes his intentional and utter disregard of all of his obligations.

5 In Nevada, breach of contract is "a material failure of performance of a duty arising
6 under or imposed by agreement." *Bernard v. Rock Hill Dev., Co.*, 103 Nev. 132, 135, 734 P.2d
7 1238, 1240 (1987); *Calloway v. City of Reno*, 116 Nev. 250, 256, 993, P.2d 1259, 1263 (2000).
8 In fact, Shores expressly agreed that GES would be entitled to injunctive relief to enjoin his
9 violation of his non-compete obligation. See Exhibit 1-B, § 1.8(A).

10 **2. The Terms of the Covenant Not to Compete Are Reasonable**

11 The terms of the non-compete agreement are reasonable in both scope and duration and are fully
12 enforceable. In *Hansen v. Edwards*, 83 Nev. 189, 426 P.2d 792 (1967), the Nevada Supreme
13 Court set forth the standard for determining the validity of restrictive covenants between
14 employer and employee. The Court stated:

15 Where the public interest is not directly involved, the test usually
16 stated for determining the validity of the covenant as written is
17 whether it imposes upon the employee any greater restraint than is
18 reasonably necessary to protect the business and goodwill of the
19 employer. A restraint of trade is unreasonable, in the absence of
20 statutory authorization or dominant social or economic
21 justification, if it is greater than is required for the protection of the
22 person for whose benefit the restraint is imposed or imposes undue
23 hardship upon the person restricted. The period of time during
24 which the restraint is to last and the territory that is included are
25 important factors to be considered in determining the
26 reasonableness of the agreement.

27 *Id.* at 191-92. The Court further noted that while competition should not be unreasonably
28 limited, the public "has an interest in protecting the freedom of persons to contract, and in
enforcing contractual rights and obligations." *Id.* at 192. In that case, the Nevada Supreme
Court affirmed the issuance of a preliminary injunction enforcing a covenant not to compete,
albeit with some modifications.

Several courts, including the Nevada Supreme Court, have upheld non-compete
provisions similar to and, indeed, broader than the non-compete provisions applicable to GES in

1 this case. For example, in *Ellis v. McDaniel*, 95 Nev. 455, 596 P.2d 222 (1979), the Nevada
2 Supreme Court upheld a post-employment covenant not to compete with a durational limit of
3 two years and a geographical area spanning five miles from the city limits of Elko, Nevada. In
4 that case, the defendant, Dr. Ellis, was a doctor formerly employed by the Elko Clinic – a
5 profession that implicates special policies and public interests not present in this case. The
6 Nevada Supreme Court found that the covenant was reasonable because it was limited to the
7 geographic area served by the Elko Clinic. The Court also held that the restriction of two years
8 was reasonable. The Court stated that injunctive relief was warranted because “the goodwill and
9 reputation of the Clinic are valuable assets.” *Id.* at 459.³

10 In *Redlee/SES, Inc. v. Pieper*, 571 S.E.2d 8 (N.C. Ct. App. 2002) the Court of Appeals of
11 North Carolina held that Redlee, a janitorial services company, was entitled to a preliminary
12 injunction against Simon, its former employee, enjoining him from working for a Redlee
13 competitor and soliciting Redlee's customers. In that case, the restrictive covenant had a two
14 year time limitation. *See Redlee/SES, Inc.*, 571 SE.2d at 13. During that two years, the covenant
15 prohibited Simon from directly competing with Redlee, soliciting any of Redlee's customers,
16 servicing any Redlee customers and working for a direct competitor of Redlee. Geographically,
17 the injunction was limited to the county in which Simon worked during his employment with
18 Redlee. Holding both the time and geographical limits to be reasonable, the court stated: “[w]e
19 conclude that the restraint created is not greater than necessary to protect Redlee's legitimate
20 interests in its confidential information, particularly its customer and pricing information.” *Id.*
21 (emphasis added). The activity restrained was also reasonable, according to the court, and “the
22 restraint created was not outweighed by the hardship to the promisors or injury to the public.”
23 *Id.*

24 Notably, the non-compete provision here is different from the one the Nevada Supreme
25 Court found unenforceable in *Golden Rd. Motor Inn, Inc. v. Islam*, 132 Nev. Adv. Op. 49, 376
26 P.3d 151 (2016). In that case, the non-compete agreement was held unenforceable because of

27 ³The Court in *Ellis* modified the injunction only to the extent it would allow Dr. Ellis to practice orthopedic
28 medicine, but not general medicine, because the Elko clinic did not provide any orthopedic care and there were no
other orthopedic doctors in the city of Elko – a policy consideration not applicable in this case.

1 the scope of the conduct sought to be restrained; the Court was not concerned with the duration
2 or geographic scope of the agreement. There, the non-compete provided that the employee
3 agreed not to be employed by, in any way affiliated with, or provide services to any gaming
4 business within 150 miles of the employer. *Id.* at 154, n.2. The Court held that provision was
5 overly broad because it extended beyond what was necessary to protect the employer's interests
6 because it prohibited the former employee (a casino host) from, for example, accepting
7 employment as a custodian at every casino with a 150 mile radius of the former employer. *Id.* at
8 154.

9 In this case, the restrictive covenants against Shores are reasonable in every regard and
10 are not greater than necessary to protect GES's interests. They contain a restriction of only 12
11 months in duration. They are limited to prohibit Shores from providing the same or similar
12 services he provided to GES to a third party. Thus, using the Nevada Supreme Court's example,
13 the Agreement would not prohibit Shores from accepting employment as a custodian with
14 Freeman. And the basis for the geographic limitation of the United States is expressly set forth
15 in the Agreement and is based on Shores' relationships and interactions with GES' clients on a
16 national scale. See Exhibit 1-B, §1.6(B). This comports with the Nevada Supreme Court's
17 holding in *Camco, Inc. v. Baker*, 113 Nev. 512, 520, 936 P.2d 829, 834 (1997): "We adopt the
18 view that '[t]o be reasonable, the territorial restriction should be limited to the territory in which
19 appellants [(former employers)] established customer contacts and good will.'" Accordingly,
20 GES is likely to succeed on the merits of its claims.

21 **B. GES Is Suffering Irreparable Injury Due to Shores' Wrongful Competition**

22 The Nevada Supreme Court has long held that a party may obtain injunctive relief to
23 protect his business from wrongful competition by former employees in violation of non-
24 compete agreements. Nevada's policy for protecting businesses from wrongful acts, is simple:

25 The right to carry on a lawful business without
26 obstruction is a property right, and acts committed
27 without just cause or excuse which interfere with the
28 carrying on of plaintiff's business or destroy its
custom, its credit or its profits, do an irreparable
injury and thus authorize the issuance of an
injunction.

1 *Guion v. Terra Mktg. of Nevada, Inc.*, 90 Nev. 237, 240, 523 P.2d 847, 848 (1974) (citation
2 omitted).

3 The principle set forth in *Guion* supports later Nevada case law dealing with former
4 employees who wrongfully compete with their former employer. For example, in *Las Vegas*
5 *Novelty, Inc. v. Fernandez*, 106 Nev. 113, 787 P.2d 772 (1990), the Nevada Supreme Court held
6 that injunctive relief should issue when an employee subject to a written covenant not to
7 compete later violates that covenant. In that case, the plaintiff was a wholesaler of souvenirs.
8 The defendant, a former employee of plaintiff who had signed a written non-compete agreement,
9 later began a business with two other individuals that began competing directly with the
10 plaintiff's wholesale business. The Nevada Supreme Court stated, "we believe that LVN
11 [plaintiff] can best be protected by an injunction against both M&F [the new employer] and
12 Alfred [defendant] for some additional period sufficient to enable LVN to recoup any lost
13 customers." *Id.* at 120 (emphasis supplied).²

14 In *Redlee/SCS, Inc. v. Pieper*, 571 S.E.2d 8 (N.C. Ct. App. 2002), the Court of Appeals
15 of North Carolina affirmed a preliminary injunction against the former employee of Redlee, a
16 supplier of commercial janitorial services. In that case, the defendant, Ben Simon, was a Redlee
17 manager who had signed an employment agreement with a two-year non-compete provision. He
18 later resigned and began working for Allied International Building Services – a direct competitor
19 of Redlee. Redlee sued based on Simon's breach of the non-compete provision and his
20 solicitation of Redlee's customers and the district court issued an injunction. On appeal, the
21 Court of Appeals agreed Redlee would suffer irreparable loss unless an injunction was issued.
22 Relying on a decision from the Supreme Court of North Carolina, the court stated:

23 It is clear that if the nature of the employment is
24 such as will bring the employee in personal contact
25 with patrons or customers of the employer, or enable
26 him to acquire valuable information as to the nature
and character of the business and the names and
requirements of the patrons or customers, enabling
him by engaging in a competing business in his own

27 ²Although the Nevada Supreme Court approved injunctive relief, it remanded the case for further proceedings
28 because the court's permanent injunction order failed to state the reason for its issuance as required under NRCP
65(d).

1 behalf, or for another, to take advantage of such
2 knowledge of or acquaintance with the patrons and
3 customers of his former employer, and thereby gain
4 an unfair advantage, equity will interpose in behalf
5 of the employer and restrain the breach[.]

6 *Id.* at 13-14 (quoting *A.E.P. Industries v. McClure*, 302 SE.2d 754, 763 (N.C. 1983)).

7 The same result should obtain here. The non-compete agreement Shores entered into is
8 reasonable in all respects, including both as to duration and geographic scope. Despite this
9 agreement, Shores knowingly accepting a position in which he will be providing similar services
10 for GES' direct competitor. The relief GES seeks will not prevent Shores from performing other
11 services; it will only prevent him from performing the same type of sales services he provided
12 for GES to any third party for 12 months. He is not prohibited from providing any other types of
13 services for Freeman or any other third party.

14 Moreover, Shores' actions are neither innocent nor harmless. He has stated that he is
15 aware of his obligation not to compete and that he has accepted competing employment. It is his
16 belief, however, that the Agreement does not apply to him because he will be working in
17 California. Thus, unless Shores is enjoined, it is apparent that he will compete with GES and
18 solicit GES's customers, and GES will continue to suffer irreparable injury to its customer
19 relationships and to its business and good will. Under those circumstances, GES is entitled to
20 injunctive relief.

21 C. **The Threat Of Injury To GES Outweighs The Effects, If Any, Shores Would**
22 **Experience From An Injunction. Furthermore, Granting Injunctive Relief To GES**
23 **To Prevent Shores's Wrongful And Intentional Actions Promotes The Public**
24 **Interest.**

25 A court will generally balance the threat of the injury to the plaintiff against the threat of
26 harm an injunction may cause to the defendant, as well as considering whether injunctive relief
27 would be contrary to the public interest. *See Ottenheimer v. Real Estate Division*, 91 Nev. 338,
28 342, 535 P.2d 1284, 1285 (1975) (holding that district court erred in denying preliminary
injunction because burden on the defendant was small versus the irreparable injury to the
plaintiffs); *Ellis v. McDaniel*, 95 Nev. 455, 459, 596 P.2d 222, 225 (1979). However, balancing
relative hardships is an equitable principle, and the Nevada Supreme Court has held that, in the
context of injunctive relief, it is available "only to innocent parties who proceed without

1 knowledge or warning that they are acting contrary to others' vested property rights." *Gladstone*
2 *v. Gregory*, 95 Nev. 474, 480, 596 P.2d 491, 495 (1979) (emphasis supplied).

3 The damage GES will suffer if Shores is permitted to directly compete against it
4 overwhelmingly outweighs any inconvenience Shores may experience from an injunction. The
5 non-competition period allows GES to secure and strengthen its relationships with the customers
6 who previously worked with Shores while he was employed with GES. An injunction would
7 require nothing more than Shores' compliance with non-compete provisions that were bargained
8 for, agreed to and for which consideration was paid. In any event, under *Gladstone*, Shores is
9 not entitled to any balancing of the equities because he has knowingly and intentionally
10 competed with GES based on his belief that the Agreement does not apply to him if he works
11 from California. Furthermore, Nevada policy is that the public has an interest in enforcing non-
12 compete provisions such as the provisions in this case and "in protecting the freedom of persons
13 to contract, and in enforcing contractual rights and obligations." *Hansen*, 83 Nev. at 192, 426
14 P.2d at 793.⁵

15 The equities overwhelmingly favor the issuance of a preliminary injunction in this matter
16 to preserve the status quo and prevent the irreparable harm GES would otherwise suffer if Shores
17 is permitted to violate the Agreement and compete against GES. See also *Redlee/SES, Inc.*, 571
18 SE.2d at 13 (holding that an injunction against the former employee of a janitorial services
19 company was reasonable and "not outweighed by the hardship to the promisors or injury to the
20 public").

21 V.

22 CONCLUSION

23 Covenants not to compete are important tools in protecting businesses from former
24 employees who would misuse the trust and confidence once placed in them for their own gain,
25 such as Shores in this case has done. However, such covenants are useless if not enforced.

26 ⁵Indeed, the Nevada Legislature has expressly recognized the important policy considerations supporting the
27 enforceability of reasonable non-compete provisions. See NRS 613.200(4).
28

1 Under Nevada law, the proper vehicle for enforcing such covenants are injunctions. GES's
2 motion for preliminary injunction should be granted in its entirety, as follows:

- 3 1) Enjoining and restraining Shores from soliciting or doing
4 business with any clients of GES;
5 2) Enjoining and restraining Shores from performing any
6 work which would be in competition with GES; and
7 3) Granting GES such other and further relief as the Court
8 deems just and proper.

9 DATED this 3/9 day of January, 2017.

JOLLEY URGALAW WOODBURY & LITTLE

By: 

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

EXHIBIT 1

EXHIBIT 1

DECLARATION OF THOMAS PAGE

1
2 1. I have personal knowledge of the matters set forth herein, except as to those
3 matters stated on information and belief, which I believe to be true. I am competent to testify as to
4 the matters set forth herein if called upon to do so. I make this Declaration in Support of Plaintiff
5 Global Experience Specialists, Inc.'s ("GES") Motion for Preliminary Injunction (the "Motion").

6 2. I am currently the Director of Sales, Las Vegas for GES. GES is in the business
7 of, among other things, designing, fabricating, and installing trade show exhibits for customers'
8 use at trade shows, conventions, exhibits, and other venues, as well as contracting with trade show
9 organizers to provide load-in/load-out services, and convention area preparation and set-up.

10 3. Landon Shores ("Shores") began working for GES in June 2013 as a Sales
11 Associate. Following his probationary period, Shores executed a Confidentiality and Non-
12 Competition Agreement, a true and correct copy of which is attached hereto as Exhibit 1-A.

13 4. Shores was subsequently promoted to Sales Manager and, in September 2016, was
14 given an increase in salary. In connection with the increase in salary, Shores signed a superseding
15 Confidentiality and Non-Competition Agreement (the "Agreement") on or about September 12,
16 2016, a true and correct copy of which is attached hereto as Exhibit 1-B. Pursuant to the
17 Agreement, Shores agreed not to misuse GES's confidential information, solicit GES customers
18 for 12 months following the termination of his employment, or compete with GES for 12 months
19 following the termination of his employment.

20 5. Shores' duties as Sales Manager included (among many other duties) securing
21 trade show sales and services; representing GES to trade show management, exhibitors,
22 association executives, convention managers, convention bureau staff, hotels and conference
23 centers and subcontractors to create goodwill and secure business; seek new business from meeting
24 venues, hotels, associations, and companies with trade show events; coordinate with others at GES
25 for all phases of pre-show, on-site, and post-show project management, preparing responses to
26 requests for proposals; developing presentation materials for presentation to current and potential
27 clients; and negotiating contracts.

1 6. GES is careful to protect the confidentiality of its customer and pricing
2 information as well as its other business and trade secret information, including its methods of
3 doing business, marketing and sales processes, and customer information. Because of the sensitive
4 and confidential nature of GES's customer information, pricing information, sales techniques and
5 other procedures and methods, employees who have access to that information are required to sign
6 non-disclosure/non-compete agreements upon commencement of their employment.

7 7. In addition to protecting GES's sensitive information, the Agreement provides
8 GES with the ability to maintain its business following the departure of employees such as Shores
9 who are often the face of the company to its clients. By limiting Shores' ability to compete with
10 GES and do business with its customers for one year, GES can use that time to secure and
11 strengthen its relationships with the customers who previously worked with Shores.

12 8. In addition to the two Confidentiality and Non-Competition Agreements Shores
13 signed, he signed other documents acknowledging his obligation not to compete with GES. While
14 he was employed with GES, Shores participated in GES' Exhibition Sales Incentive Plan, which
15 provided financial incentives to Shores for meeting certain sales measures. In connection with that
16 Exhibition Sales Incentive Plan, Shores signed the 2016 Exhibition Sales Incentive Plan
17 Participation Acknowledgement, which requires forfeiture and/or repayment of awards in the event
18 Shores engages in competitive activities within 12 months following the termination of his
19 employment. A true and correct copy of the 2016 Exhibition Sales Incentive Plan Participation
20 Acknowledgement is attached hereto as Exhibit 1-C.

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1 9. Shores voluntarily terminated his employment on January 12, 2017. I spoke with
2 Shores after he gave notice of his resignation at which time Shores informed me that he was going
3 to begin working in a sales position in California for Freeman Expositions, Inc. a direct competitor
4 to GES. I discussed with Shores his non-compete obligation which prevented him from engaging
5 in such work for 12 months. Shores responded that he knew he signed the Agreement and that it
6 contained a non-compete provision, but felt the Agreement was not applicable because he was
7 going to be working in California rather than Nevada.

8 I declare under penalties of perjury under the law of the State of Nevada that the foregoing
9 is true and correct.

10 DATED this 26 day of January, 2017.

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13 THOMAS PAGE
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EXHIBIT 1-A

EXHIBIT 1-A

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Confidentiality and Non-Competition Agreement ("Agreement") is made this _____ day of September, 2013 ("Effective Date"), by and between Global Experience Specialists, Inc., its parent company Viad Corp, and their respective affiliates (collectively, the "Company"), on the one hand, and Landon Shores ("Employee"), on the other hand.

Employee has been offered the management position of Sales Associate, along with an annual salary commensurate with this position and Employee's skills, knowledge, and experience. If Employee accepts this Agreement, Employee will be accepting the above-described position with the Company, but Employee understands that he/she will be in an at-will employment relationship with the Company. As such, the employment relationship contemplated in this Agreement is for no definite term, and either party shall have the right to terminate Employee's employment at any time for any reason, with or without cause.

During the course of this employment relationship, Employee will be provided with access to the Company's confidential, proprietary and trade secret information, more particularly described in Section 1.4 below, and will, at the Company's expense, further develop such information on behalf of the Company, as well as relationships and goodwill with the Company's existing and potential customers and vendors. The Company reasonably expects that Employee will preserve the secret character of the confidential information, trade secrets and proprietary customer relationships to which the Employee is provided access. Employee acknowledges that it is essential that he refrain from exploiting such confidential information, trade secrets, and/or proprietary customer relationships for his/her own benefit or the benefit of any third party, and/or divulge any such information to any third party. Employee and the Company further hereby agree and acknowledge that this Agreement is sufficient to constitute the Company's reasonable efforts to maintain the confidential nature of its Proprietary Information, Trade Secrets, and Confidential Records, as set forth below, but also that the Company may and will take additional steps to further protect said information.

NOW, THEREFORE the parties agree as follows:

1. Fiduciary and Related Restrictions.

1.1 General Duties Regarding Confidentiality During and After Employment.

Employee agrees and acknowledges that, except as provided in Section 1.5 of this Agreement, he/she *shall not*, during the term of his/her employment with the Company or at any time thereafter, directly or indirectly, do any of the following:

A. Divulge, transmit, or otherwise disclose or cause to be divulged, transmitted, or otherwise disclosed, and/or use personally or for the benefit of any third parties, any of the Company's Proprietary Information and/or Confidential Records, as such terms are defined in Section 1.4 below. The restrictions on disclosure described in this Agreement include, but are not limited to, disclosures by Employee to his/her spouse, his/her family members, and/or other companions; and/or

B. Remove from the Company's premises and/or control the Company's Confidential Records and/or Proprietary Information, and/or any copies of such Confidential Records and/or Proprietary Information, including but not limited to any and all electronic copies and/or versions thereof.

Confidentiality and Non-Competition Agreement

C. Employee is advised that Employer is a subsidiary of Viad Corp, a publicly traded company, and as such is subject to laws and regulations regarding the disclosure of material non-public information. Violations of this Agreement may lead to criminal and civil fines and/or penalties, in addition to any other liability that may be incurred as a result of a breach of this Agreement.

1.2 Restriction Respecting Trade Secrets. Employee agrees and acknowledges that he/she shall not divulge, transmit, or otherwise disclose or cause to be divulged, transmitted, or otherwise disclosed, or use personally or for the benefit of any third party, any Trade Secret, as defined in Section 1.4 below, of the Company at any time during the term of his/her employment with the Company and/or at any time thereafter during which time the information at issue continues to constitute a Trade Secret. Nothing in this Agreement shall be construed as a waiver or limitation on the Company's rights to protect its Trade Secrets under any and all applicable federal and state laws.

1.3 Post-Termination Return of Documents. Immediately upon termination of Employee's employment, Employee agrees to return to the Company all of its papers, documents and things (including but not limited to any and all electronic and/or paper copies and/or versions thereof), including any company-issued computer or portable computing device (such as Blackberries, iPhones, smart phones, iPads and other similar devices), which are in Employee's possession and/or Employee's control, regardless of whether such papers, documents or things contain Proprietary Information or Trade Secrets. This provision shall not apply to any documents regarding Employee's wages and benefits that were provided to the Employee in the normal course of business.

1.4 Definitions.

A. "Proprietary Information," as used herein, includes any information disclosed to Employee or known to Employee as a consequence of Employee's employment with the Company that is not in the public domain and is not intended to enter the public domain, including but not limited to:

(1) the names and addresses of the Company's customers and prospective customers, and all other confidential information relating to those customers, including but not limited to any and all contact information for those active and potential customers, and any information regarding the buying habits, selling habits, and special needs of all such customers;

(2) all of the Company's financial information, including but not limited to any information regarding its profitability and/or profit margins, revenues and/or sales figures, costs, and taxes, as well as any and all of the Company's accounting/financial records, including but not limited to its balance sheets, profit and loss statements, tax returns, accounts payable and receivable information, bank account information and other financial reporting information, and all other financial data;

(3) all of the Company's policies, procedures, and plans, including but not limited to its business plans, strategy plans, internal memoranda, inventions, unique designs that are not known to the public or otherwise publicly available, software developed by or for the benefit of the Company and related data, source code and programming information (whether or not patentable or registered under copyright or similar statutes), design technology and know-how, formulas, manufacturing and/or design techniques, works of authorship and/or other

Confidentiality and Non-Competition Agreement

copyrighted materials created by or for the benefit of the Company, personnel and human resources policies, the Company's marketing methods and related data, unique methods and procedures regarding pricing and advertising, the names of the Company's vendors and suppliers, information relating to costs, sales or services provided to the Company by such vendors and suppliers, prices the Company obtains or has obtained for the Company's products or services, compensation paid to the Company's employees, and other terms of employment, information regarding the Company's relations with its employees, information regarding other employees or agents of the Company, and/or any other confidential information regarding the manner of business operations and actual or demonstrably anticipated business, research or development of Company.

B. "Confidential Records," as used herein, includes all Company documents, draft documents, magnetic tapes, computer disks, thumb drives, and all other electronic, digital or other media of any kind, whether prepared by Employee, employees of the Company, and/or the Company's consultants and agents, which contain any Proprietary Information of the Company, its vendors, or its customers, or other information not generally available in the Company's industry absent any unauthorized disclosure by Employee or a third party, or any information contained in such Confidential Records, including any and all copies of such materials, including any electronic copies or versions thereof.

C. "Trade Secrets," as used herein, includes any information, including, but not limited to, formulas, patterns, compilations, programs, devices, methods, techniques or processes to which the following apply: (i) the information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (ii) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

1.5 Authorized Release and Use of Proprietary Information and Confidential Records. During the term of Employee's employment with the Company, Employee may only disclose Proprietary Information, Confidential Records and Trade Secrets to other Company employees in the ordinary course of business, or to authorized independent contractors engaged by the Company as expressly directed by Employee's direct supervisor or other supervisory employees.

1.6 Restricted Competition Covenants. During the term of Employee's employment with the Company, Employee shall devote his/her best efforts to the performance of duties for the Company and will not engage in any other business or activity that competes, interferes with, diminishes, or damages the Company's business. In addition, Employee agrees to the following covenants that are necessary to protect the Company's legitimate business interests in maintaining its confidential and proprietary business information and preserving its customer and employee relationships:

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 eighteen (18) months of his/her employment with the

Confidentiality and Non-Competition Agreement

Company. Without limiting the foregoing, this restriction also applies specifically to the following competitor of the Company, including any of said competitor's affiliates, subsidiaries, successors or assigns whether now owned, 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:

(1) The Freeman Companies.

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, exhibition, 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, exhibition, 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.

B. General Restrictions as to Customers. 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 claims to have a claim against the Company, Employee agrees that he/she will not directly or indirectly, by himself/herself or through any other person, firm, partnership, corporation, entity or enterprise:

(1) attempt to divert any Company business from the Company by soliciting, contacting or communicating with a "Company Customer" (as defined below); and/or

(2) accept business from or perform services for (other than as an employee of the Company Customer) a Company Customer. If Employee becomes an employee of a Company Customer, Employee may "perform services" for said Company Customer in the ordinary course of business, but shall otherwise abide by the restrictions contained in this Agreement.

These "General Restrictions as to Customers" shall apply regardless of the reason for or circumstances of the cessation of Employee's employment with the Company and whether or not Employee is working on his/her own behalf or as an employee or consultant of any third party or in any other capacity. For purposes of this Agreement, the term "Company Customer" is defined to mean any customer doing business with the Company or having had discussions with the Company's representatives concerning the possibility of doing business with the Company during the eighteen (18) months preceding Employee's termination of employment and who either: (a) had direct contact with Employee in telephone conversations, email exchanges, mail solicitations or face to face meetings; or (b) were indirectly handled or serviced by Employee in the discharge of his/her supervisory responsibilities.

C. Restrictions as to Company Employees. For a period of two (2) years 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 claims to have a claim against the Company, Employee will not directly or

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Confidentiality and Non-Competition Agreement

Indirectly, by himself/herself or through any other person, firm, partnership, corporation, entity or enterprise:

- (1) participate in any way to induce or attempt to induce any employee of the Company to terminate his/her employment relationship with the Company;
- (2) hire or otherwise employ any individual employed by the Company,
- (3) enter into any business relationship in a business competitive with the Company's with any individual employed by the Company;
- (4) induce or attempt to participate in any way to induce any employee of the Company to breach any agreement with the Company; and/or
- (5) solicit for hire, attempt to hire, encourage or recommend for hire, hire, employ, conspire with, or aid or abet any third party in the solicitation, hiring or employment of, any individual or individuals who were employed by, or independent contractors of, the Company at any time within the last twelve (12) months of Employee's employment with the Company.

1.7 Consideration. In consideration of the promises made by Employee hereunder, the Company agrees to provide Employee with employment and responsibilities on the terms previously presented to Employee; provided, however, that nothing in this Agreement shall be construed to define the parties' employment relationship as anything other than at will, or amend or change any terms for any applicable bonus or stock plan. In further consideration, the Company will provide Employee with and access to special knowledge and training, including certain Proprietary Information, Confidential Records, and Trade Secrets of the Company as identified in the preceding sections of this Agreement. Employee acknowledges that this special knowledge and training, Proprietary Information, Confidential Records, and Trade Secrets are valuable to the Company, and therefore, their protection and maintenance constitutes a legitimate interest to be protected by the Company by the enforcement of the foregoing Restricted Competition Covenants.

1.8 Enforcement of Covenants and Restrictions.

A. Employee agrees that a breach or violation of Section 1, entitled "Fiduciary and Related Restrictions," and specifically, Section 1.6, entitled "Restricted Competition Covenants," as set forth herein, by Employee shall entitle the Company, as a matter of right, to an injunction issued by any court of competent jurisdiction, restraining any further or continued breach or violation of the aforementioned Covenants or Restrictions, and to recover from the Employee all costs and expenses (including but not limited to reasonable attorney's fees and costs) incurred by the Company with respect to the enforcement of the Company's rights hereunder. Such rights to an injunction shall be cumulative and in addition to, and not in lieu of, any other remedies to which the Company may be entitled. Further, during any period in which Employee is in breach of the Restricted Competition Covenant(s), the time period of said covenants shall be extended for an amount of time equivalent to the time that Employee was in breach thereof.

B. Employee agrees that it is probable or inevitable that he/she would use the Company's Proprietary Information, Confidential Records, and Trade Secrets should he/she

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Confidentiality and Non-Competition Agreement

go into business himself/herself in competition with the Company, or become an employee, agent or consultant for any competing business of the Company, thereby resulting in a breach and/or violation of the restrictions contained in Section 1 of this Agreement (including all sub parts thereof).

1.9 Reasonable Restrictions: Modification: Severability. Employee and the Company each agree that the limitations contained in Section 1 of this Agreement (including all sub parts thereof) with respect to geographic area, duration, and scope of activity are reasonable. Employee further agrees that the restrictions contained in Section 1 of this Agreement (including all sub parts thereof) are not more or less restrictive than Employee would require of his/her own employees were he/she in the shoes of the Company. Furthermore, Employee agrees that such limitations do not unreasonably restrict the Employee's ability to earn a livelihood. However, if any court should determine that the geographic area, duration or scope of the activity of any restriction contained in Section 1 of this Agreement (including all sub parts thereof) is unenforceable or against public policy, it is the intention of the parties that any such restriction shall not thereby be terminated, but shall be deemed amended and modified to the extent required to render the relevant restriction valid and enforceable.

2. Duties to Prior Employers. The Company does not request, nor will it allow, Employee to disclose trade secrets or appropriately protected confidential or proprietary information of the Employee's former employer, and Employee agrees not to provide the Company with any such prior employer information. Employee represents and warrants that he/she can fully perform the duties of his/her position with the Company without using or disclosing the trade secrets or confidential or proprietary information of any third parties, including former employers.

3. Notice to Subsequent Employer. Employee shall fully disclose the terms of this Agreement to any person, corporation or other entity with whom Employee is employed or engaged by, or associated with on a professional basis, after termination of Employee's employment by the Company or to which Employee may hereafter render services, and such disclosure will be made prior to the Employee performing any services for such individuals or entities. Employee acknowledges and agrees that Company has the right to provide a copy of this Agreement, or to otherwise make the provisions hereof known, to any such individuals or entities including future employers of Employee.

4. Requests for Consent. In its sole and unfettered discretion, the Company may consent to allow Employee to undertake actions that would otherwise constitute a breach of the obligations contained in this Agreement. Employee agrees to request the Company's consent in writing prior to undertaking any such prohibited action by sending his/her request to Company's General Counsel at Viad Corp, 1850 N. Central Ave., Suite 1900, Phoenix, Arizona 85004-4545 (or such other address to which the Company's Office of General Counsel may move in the future). Employee's request shall reasonably describe the conduct or actions that Employee proposes to undertake and the reasons why Employee believes that the Company should provide its written consent. In exchange for the Company's agreement to respond in writing to such written requests within a reasonable time and for the other consideration supporting Employee's obligations under this Agreement, Employee agrees not to undertake the actions for which consent is sought unless and until the Company, within its sole and unfettered discretion, has provided its written consent to such actions.

5. Employment with Company Affiliates. Employee understands and acknowledges that from time to time he/she may be employed by or render services to an affiliate of the Company other than those specifically named in this Agreement. Employee agrees that, in the event that

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Confidentiality and Non-Competition Agreement

Employee becomes employed and/or otherwise engaged by an affiliate of the Company, Employee's obligations under this Agreement will continue in full force and effect, and this Agreement shall be read as if the affiliate for which Employee works was specifically named in this Agreement.

6. Assignability and Successors. The rights and obligations of the Employee as set forth in this Agreement shall not be assignable. The rights and obligations of the Company shall inure to the benefit of and be binding upon its successors and assigns, affiliated entities, and any party-in-interest. Employee agrees and understands that, should the Company or its parent company be acquired by, merge with, or otherwise combine with another corporation or business entity, then the surviving entity will have all rights to enforce the terms of this Agreement as if it were the Company itself enforcing the Agreement.

7. Miscellaneous. The parties further agree that:

7.1 The failure of either party to insist upon performance of any of the terms or conditions of the Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder.

7.2 This Agreement replaces any previous agreements relating to the subject matter of this Agreement and shall supersede any such prior agreements.

7.3 The provisions of the Agreement shall survive the termination of Employee's employment with the Company, whether such termination occurs by action of the Company, whether with or without cause, or by action of Employee.

7.4 The restrictions set forth in Section 1.1, 1.2, 1.3, and 1.6 will survive termination of this Agreement, unless the Company elects to waive any of these restrictions, subject to the requirements of Section 4 of this Agreement.

7.5 This Agreement is personal to Employee and shall not be assignable by Employee. The terms of this Agreement shall be binding upon Employee, his/her heirs, legal representatives, and distributees.

7.6 This Agreement shall be governed by the laws of the State of Nevada. The parties acknowledge that the federal or state courts of Nevada constitute the exclusive proper forum for resolution of any dispute arising out of or in connection with this Agreement. The parties consent to the exercise of jurisdiction over them by such courts.

7.7 The provisions of this Agreement are to be severable so that in the event any part or portion thereof shall be held to be illegal, unenforceable, or contrary to the public policy of the State of Nevada or of any state of competent jurisdiction, and further to the extent that a court of competent jurisdiction declines to modify or amend said provision pursuant to the parties' expressed wishes in Section 1.9 hereof, then the unenforceable provision(s) shall be severed and the remaining portions of this Agreement shall remain in full force and effect.

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Confidentiality and Non-Competition Agreement

EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS READ AND REVIEWED THIS AGREEMENT, INCLUDING THE RESTRICTIVE COVENANTS, AND THE CLAUSE REGARDING ASSIGNABILITY AND SUCCESSORS, IN THEIR ENTIRETY, AND EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE ALSO HAS BEEN GIVEN AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE. EMPLOYEE FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT AND KNOWINGLY AND FREELY AGREES TO ABIDE BY THEM.

"Employee"
Landon Shores

"Company"
Global Experience Specialists, Inc.

By: Landon Shores

Name: [Signature]

Date: 09/27/13

By: [Signature]

Name: [Signature]

Date: 10/4/13

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EXHIBIT 1-B

EXHIBIT 1-B

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Confidentiality and Non-Competition Agreement ("Agreement") is made this _____ day of September, 2016 ("Effective Date"), by and between Global Experience Specialists, Inc., its parent company Viad Corp, and their respective affiliates (collectively, the "Company"), on the one hand, and Landon Shores ("Employee"), on the other hand.

Employee has been offered an increase in salary in connection with his current management position of Sales Manager. If Employee accepts this Agreement, Employee will be accepting the above-described position with the Company, but Employee understands that he/she will be in an at-will employment relationship with the Company. As such, the employment relationship contemplated in this Agreement is for no definite term, and either party shall have the right to terminate Employee's employment at any time for any reason, with or without cause.

During the course of this employment relationship, Employee will be provided with access to the Company's confidential, proprietary and trade secret information, more particularly described in Section 1.4 below, and will, at the Company's expense, further develop such information on behalf of the Company, as well as relationships and goodwill with the Company's existing and potential customers and vendors. The Company reasonably expects that Employee will preserve the secret character of the confidential information, trade secrets and proprietary customer relationships to which the Employee is provided access. Employee acknowledges that it is essential that he/she refrain from exploiting such confidential information, trade secrets, and/or proprietary customer relationships for his/her own benefit or the benefit of any third party, and/or divulge any such information to any third party. Employee and the Company further hereby agree and acknowledge that this Agreement is sufficient to constitute the Company's reasonable efforts to maintain the confidential nature of its Proprietary Information, Trade Secrets, and Confidential Records, as set forth below, but also that the Company may and will take additional steps to further protect said information.

NOW, THEREFORE the parties agree as follows:

1. Fiduciary and Related Restrictions.

1.1 General Duties Regarding Confidentiality During and After Employment.

Employee agrees and acknowledges that, except as provided in Section 1.5 of this Agreement, he/she *shall not*, during the term of his/her employment with the Company or at any time thereafter, directly or indirectly, do any of the following:

A. Divulge, transmit, or otherwise disclose or cause to be divulged, transmitted, or otherwise disclosed, and/or use personally or for the benefit of any third parties, any of the Company's Proprietary Information and/or Confidential Records, as such terms are defined in Section 1.4 below. The restrictions on disclosure described in this Agreement include, but are not limited to, disclosures by Employee to his/her spouse, his/her family members, and/or other companions; and/or

B. Remove from the Company's premises and/or control the Company's Confidential Records and/or Proprietary Information, and/or any copies of such Confidential Records and/or Proprietary Information, including but not limited to any and all electronic copies and/or versions thereof,

Confidentiality and Non-Competition Agreement

C. Employee is advised that Employer is a subsidiary of Viad Corp, a publically traded company, and as such is subject to laws and regulations regarding the disclosure of material non-public information. Violations of this Agreement may lead to criminal and civil fines and/or penalties, in addition to any other liability that may be incurred as a result of a breach of this Agreement.

1.2 Restriction Respecting Trade Secrets. Employee agrees and acknowledges that he/she shall not divulge, transmit, or otherwise disclose or cause to be divulged, transmitted, or otherwise disclosed, or use personally or for the benefit of any third party, any Trade Secret, as defined in Section 1.4 below, of the Company at any time during the term of his/her employment with the Company and/or at any time thereafter during which time the information at issue continues to constitute a Trade Secret. Nothing in this Agreement shall be construed as a waiver or limitation on the Company's rights to protect its Trade Secrets under any and all applicable federal and state laws.

1.3 Post-Termination Return of Documents. Immediately upon termination of Employee's employment, Employee agrees to return to the Company all of its papers, documents and things (including but not limited to any and all electronic and/or paper copies and/or versions thereof), including any company-issued computer or portable computing device (such as Blackberries, iPhones, smart phones, iPads and other similar devices), which are in Employee's possession and/or Employee's control, regardless of whether such papers, documents or things contain Proprietary information or Trade Secrets. This provision shall not apply to any documents regarding Employee's wages and benefits that were provided to the Employee in the normal course of business.

1.4 Definitions.

A. "Proprietary Information," as used herein, includes any information disclosed to Employee or known to Employee as a consequence of Employee's employment with the Company that is not in the public domain and is not intended to enter the public domain, including but not limited to:

(1) the names and addresses of the Company's customers and prospective customers, and all other confidential information relating to those customers, including but not limited to any and all contact information for those active and potential customers, and any information regarding the buying habits, selling habits, and special needs of all such customers;

(2) all of the Company's financial information, including but not limited to any information regarding its profitability and/or profit margins, revenues and/or sales figures, costs, and taxes, as well as any and all of the Company's accounting/financial records, including but not limited to its balance sheets, profit and loss statements, tax returns, accounts payable and receivable information, bank account information and other financial reporting information, and all other financial data;

(3) all of the Company's policies, procedures, and plans, including but not limited to its business plans, strategy plans, internal memoranda, inventions, unique designs that are not known to the public or otherwise publicly available, software developed by or for the benefit of the Company and related data, source code and programming information (whether or not patentable or registered under copyright or similar statutes), design technology and know-how, formulas, manufacturing and/or design techniques, works of authorship and/or other

Confidentiality and Non-Competition Agreement

copyrighted materials created by or for the benefit of the Company, personnel and human resources policies, the Company's marketing methods and related data, unique methods and procedures regarding pricing and advertising, the names of the Company's vendors and suppliers, information relating to costs, sales or services provided to the Company by such vendors and suppliers, prices the Company obtains or has obtained for the Company's products or services, compensation paid to the Company's employees, and other terms of employment, information regarding the Company's relations with its employees, information regarding other employees or agents of the Company, and/or any other confidential information regarding the manner of business operations and actual or demonstrably anticipated business, research or development of Company.

B. **"Confidential Records,"** as used herein, includes all Company documents, draft documents, magnetic tapes, computer disks, thumb drives, and all other electronic, digital or other media of any kind, whether prepared by Employee, employees of the Company, and/or the Company's consultants and agents, which contain any Proprietary Information of the Company, its vendors, or its customers, or other information not generally available in the Company's industry absent any unauthorized disclosure by Employee or a third party, or any information contained in such Confidential Records, including any and all copies of such materials, including any electronic copies or versions thereof.

C. **"Trade Secrets,"** as used herein, includes any information, including, but not limited to, formulas, patterns, compilations, programs, devices, methods, techniques or processes to which the following apply: (i) the information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (ii) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

1.5 **Authorized Release and Use of Proprietary Information and Confidential Records.** During the term of Employee's employment with the Company, Employee may only disclose Proprietary Information, Confidential Records and Trade Secrets to other Company employees in the ordinary course of business, or to authorized independent contractors engaged by the Company as expressly directed by Employee's direct supervisor or other supervisory employees.

1.6 **Restricted Competition Covenants.** During the term of Employee's employment with the Company, Employee shall devote his/her best efforts to the performance of duties for the Company and will not engage in any other business or activity that competes, interferes with, diminishes, or damages the Company's business. In addition, Employee agrees to the following covenants that are necessary to protect the Company's legitimate business interests in maintaining its confidential and proprietary business information and preserving its customer and employee relationships:

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,

Confidentiality and Non-Competition Agreement

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.

B. General Restrictions as to Customers. 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 claims to have a claim against the Company, Employee agrees that he/she will not directly or indirectly, by himself/herself or through any other person, firm, partnership, corporation, entity or enterprise:

(1) attempt to divert any Company business from the Company by soliciting, contacting or communicating with a "Company Customer" (as defined below); and/or

(2) accept business from or perform services for (other than as an employee of the Company Customer) a Company Customer. If Employee becomes an employee of a Company Customer, Employee may "perform services" for said Company Customer in the ordinary course of business, but shall otherwise abide by the restrictions contained in this Agreement.

These "General Restrictions as to Customers" shall apply regardless of the reason for or circumstances of the cessation of Employee's employment with the Company and whether or not Employee is working on his/her own behalf or as an employee or consultant of any third party or in any other capacity. For purposes of this Agreement, the term "Company Customer" is defined to mean any customer doing business with the Company or having had discussions with the Company's representatives concerning the possibility of doing business with the Company during the twelve (12) months preceding Employee's termination of employment and who either: (a) had direct contact with Employee in telephone conversations, email exchanges, mail solicitations or face to face meetings; or (b) were indirectly handled or serviced by Employee in the discharge of his/her supervisory responsibilities.

C. Restrictions as to Company Employees. For a period of two (2) years 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 claims to have a claim against the Company, Employee will not directly or indirectly, by himself/herself or through any other person, firm, partnership, corporation, entity or enterprise:

(1) participate in any way to induce or attempt to induce any employee of the Company to terminate his/her employment relationship with the Company;

Confidentiality and Non-Competition Agreement

- (2) hire or otherwise employ any individual employed by the Company,
- (3) enter into any business relationship in a business competitive with the Company's with any individual employed by the Company;
- (4) Induce or attempt to participate in any way to induce any employee of the Company to breach any agreement with the Company; and/or
- (5) solicit for hire, attempt to hire, encourage or recommend for hire, hire, employ, conspire with, or aid or abet any third party in the solicitation, hiring or employment of, any individual or individuals who were employed by, or independent contractors of, the Company at any time within the last twelve (12) months of Employee's employment with the Company.

1.7 Consideration. In consideration of the promises made by Employee hereunder, the Company agrees to provide Employee with employment and responsibilities on the terms previously presented to Employee; provided, however, that nothing in this Agreement shall be construed to define the parties' employment relationship as anything other than at will, or amend or change any terms for any applicable bonus or stock plan. In further consideration, the Company will provide Employee with and access to special knowledge and training, including certain Proprietary Information, Confidential Records, and Trade Secrets of the Company as identified in the preceding sections of this Agreement. Employee acknowledges that this special knowledge and training, Proprietary Information, Confidential Records, and Trade Secrets are valuable to the Company, and therefore, their protection and maintenance constitutes a legitimate interest to be protected by the Company by the enforcement of the foregoing Restricted Competition Covenants.

1.8 Enforcement of Covenants and Restrictions.

A. Employee agrees that a breach or violation of Section 1, entitled "Fiduciary and Related Restrictions," and specifically Section 1.6, entitled "Restricted Competition Covenants," as set forth herein, by Employee shall entitle the Company, as a matter of right, to an Injunction issued by any court of competent jurisdiction, restraining any further or continued breach or violation of the aforementioned Covenants or Restrictions, and to recover from the Employee all costs and expenses (including but not limited to reasonable attorney's fees and costs) incurred by the Company with respect to the enforcement of the Company's rights hereunder. Such rights to an Injunction shall be cumulative and in addition to, and not in lieu of, any other remedies to which the Company may be entitled. Further, during any period in which Employee is in breach of the Restricted Competition Covenant(s), the time period of said covenants shall be extended for an amount of time equivalent to the time that Employee was in breach thereof.

B. Employee agrees that it is probable or inevitable that he/she would use the Company's Proprietary Information, Confidential Records, and Trade Secrets should he/she go into business himself/herself in competition with the Company, or become an employee, agent or consultant for any competing business of the Company, thereby resulting in a breach and/or violation of the restrictions contained in Section 1 of this Agreement (including all sub parts thereof).

Confidentiality and Non-Competition Agreement

1.9 **Reasonable Restrictions; Modification; Severability.** Employee and the Company each agree that the limitations contained in Section 1 of this Agreement (including all sub parts thereof) with respect to geographic area, duration, and scope of activity are reasonable. Employee further agrees that the restrictions contained in Section 1 of this Agreement (including all sub parts thereof) are not more or less restrictive than Employee would require of his/her own employees were he/she in the shoes of the Company. Furthermore, Employee agrees that such limitations do not unreasonably restrict the Employee's ability to earn a livelihood. However, if any court should determine that the geographic area, duration or scope of the activity of any restriction contained in Section 1 of this Agreement (including all sub parts thereof) is unenforceable or against public policy, it is the intention of the parties that any such restriction shall not thereby be terminated, but shall be deemed amended and modified to the extent required to render the relevant restriction valid and enforceable.

2. **Duties to Prior Employers.** The Company does not request, nor will it allow, Employee to disclose trade secrets or appropriately protected confidential or proprietary information of the Employee's former employer, and Employee agrees not to provide the Company with any such prior employer information. Employee represents and warrants that he/she can fully perform the duties of his/her position with the Company without using or disclosing the trade secrets or confidential or proprietary information of any third parties, including former employers.

3. **Notice to Subsequent Employer.** Employee shall fully disclose the terms of this Agreement to any person, corporation or other entity with whom Employee is employed or engaged by, or associated with on a professional basis, after termination of Employee's employment by the Company or to which Employee may hereafter render services, and such disclosure will be made prior to the Employee performing any services for such individuals or entities. Employee acknowledges and agrees that Company has the right to provide a copy of this Agreement, or to otherwise make the provisions hereof known, to any such individuals or entities including future employers of Employee.

4. **Requests for Consent.** In its sole and unfettered discretion, the Company may consent to allow Employee to undertake actions that would otherwise constitute a breach of the obligations contained in this Agreement. Employee agrees to request the Company's consent in writing prior to undertaking any such prohibited action by sending his/her request to Company's General Counsel at Vlad Corp, 1850 N. Central Ave., Suite 1900, Phoenix, Arizona 85004-4545 (or such other address to which the Company's Office of General Counsel may move in the future). Employee's request shall reasonably describe the conduct or actions that Employee proposes to undertake and the reasons why Employee believes that the Company should provide its written consent. In exchange for the Company's agreement to respond in writing to such written requests within a reasonable time and for the other consideration supporting Employee's obligations under this Agreement, Employee agrees not to undertake the actions for which consent is sought unless and until the Company, within its sole and unfettered discretion, has provided its written consent to such actions.

5. **Employment with Company Affiliates.** Employee understands and acknowledges that from time to time he/she may be employed by or render services to an affiliate of the Company other than those specifically named in this Agreement. Employee agrees that, in the event that Employee becomes employed and/or otherwise engaged by an affiliate of the Company, Employee's obligations under this Agreement will continue in full force and effect, and this Agreement shall be read as if the affiliate for which Employee works was specifically named in this Agreement.

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6. Assignability and Successors. The rights and obligations of the Employee as set forth in this Agreement shall not be assignable. The rights and obligations of the Company shall inure to the benefit of and be binding upon its successors and assigns, affiliated entities, and any party-in-interest. Employee agrees and understands that, should the Company or its parent company be acquired by, merge with, or otherwise combine with another corporation or business entity, then the surviving entity will have all rights to enforce the terms of this Agreement as if it were the Company itself enforcing the Agreement.

7. Miscellaneous. The parties further agree that:

7.1 The failure of either party to insist upon performance of any of the terms or conditions of the Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder.

7.2 This Agreement replaces any previous agreements relating to the subject matter of this Agreement and shall supersede any such prior agreements.

7.3 The provisions of the Agreement shall survive the termination of Employee's employment with the Company, whether such termination occurs by action of the Company, whether with or without cause, or by action of Employee.

7.4 The restrictions set forth in Section 1.1, 1.2, 1.3, and 1.6 will survive termination of this Agreement, unless the Company elects to waive any of these restrictions, subject to the requirements of Section 4 of this Agreement.

7.5 This Agreement is personal to Employee and shall not be assignable by Employee. The terms of this Agreement shall be binding upon Employee, his/her heirs, legal representatives, and distributees.

7.6 This Agreement shall be governed by the laws of the State of Nevada. The parties acknowledge that the federal or state courts of Nevada constitute the exclusive proper forum for resolution of any dispute arising out of or in connection with this Agreement. The parties consent to the exercise of jurisdiction over them by such courts.

7.7 The provisions of this Agreement are to be severable so that in the event any part of portion thereof shall be held to be illegal, unenforceable, or contrary to the public policy of the State of Nevada or of any state of competent jurisdiction, and further to the extent that a court of competent jurisdiction declines to modify or amend said provision pursuant to the parties' expressed wishes in Section 1.9 hereof, then the unenforceable provision(s) shall be severed and the remaining portions of this Agreement shall remain in full force and effect.

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EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS READ AND REVIEWED THIS AGREEMENT, INCLUDING THE RESTRICTIVE COVENANTS, AND THE CLAUSE REGARDING ASSIGNABILITY AND SUCCESSORS, IN THEIR ENTIRETY, AND EMPLOYEE

Confidentiality and Non-Competition Agreement

ACKNOWLEDGES THAT EMPLOYEE ALSO HAS BEEN GIVEN AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE. EMPLOYEE FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT AND KNOWINGLY AND FREELY AGREES TO ABIDE BY THEM.

"Employee"
Landon Shores

"Company"
Global Experience Specialists, Inc.

By: 

By: 

Name: Landon Shores

Name: Julie Smith

Date: 9 / 12 / 2016

Date: September 2, 2016

EXHIBIT 1-C

EXHIBIT 1-C

GES

You have been selected for participation in the Exhibition Sales Incentive Plan for Global Experience Specialists, Inc. (the "Company") for the 2016 plan year, subject to written acknowledgement and agreement with the Plan terms, including the following:

A. Participation

Participation does not create a right to any award under the Plan, as awards under the Plan are subject to approval of the Human Resources Committee of Viad, in its absolute discretion. Your participation also does not create a right to continued employment with the Company.

8. Forfeiture and Repayment

Awards under the Plan are subject to provisions which require forfeiture and/or repayment of awards to the Company if you do any of the following:

- You knowingly participate in misconduct that causes a misstatement of financial statements of Viad or its affiliates.
- You engage in misconduct that represents a material, knowing violation of the Always Honest Compliance & Ethics Program or similar program of Viad.
- You are aware of and fail to report any such misconduct, as required by the Always Honest Compliance & Ethics Program or similar program.
- You engage in acts within two years of an award which are significantly contrary to the best interests of Viad, including but not limited to, direct or indirect intentional disparagement of Viad.
- You engage in certain competitive activities within 12 months following your termination of employment.

The terms and provisions of the Plan shall govern in the event of any inconsistency between the Plan and the above summary. A copy of the plan is attached for your file. Your participation in the Plan shall be effective only upon your execution and delivery of this acknowledgement and agreement to Betty Sauerland, at bsauerland@res.com by August 15, 2016. Failure to timely deliver the signed acknowledgment and agreement will result in termination of your participation in the Plan.

I acknowledge that I have received the Exhibition Sales Incentive Plan. My signature below constitutes my agreement to be bound by the terms and conditions of the Exhibition Sales Incentive Plan and the targets established by the Company, including the terms of participations and the terms regarding forfeiture and repayment of incentive award under certain circumstances.

By signing below, I am also confirming my acknowledgment and agreement that the terms and conditions of any post-employment covenants (e.g., non-compete, non-solicitation, patent and trade secret, confidentiality) I previously executed with Viad or any of its subsidiaries, affiliates, or divisions continue to apply as terms of my continuing or will employment with Global Experience Specialists, Inc.

I also agree to timely complete the Always Honest Compliance & Ethics Program mandatory training and to timely sign the annual compliance acknowledgment form, and I understand that I will be ineligible for any payment under the 2015 Plan, and that any payments received will be forfeited and/or be repaid to Vlad Corp, if I fail to timely complete the compliance training or fail to sign the compliance acknowledgement form.

Participant Signature 8/4/2016 Date

Participant Signature _____

Date _____

Landon Shores
Print Name

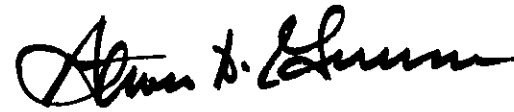
Print Name _____

I decline to participate in the Plan and forfeit any payment under this plan.

Signature

Date

Print Name _____



CLERK OF THE COURT

1 Mark M. Jones, Esq. (#267)
m.jones@kempjones.com
2 David T. Blake, Esq. (#11059)
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3 KEMP, JONES & COULTHARD, LLP
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Las Vegas, Nevada 89169
5 Telephone: (702) 385-6000
Facsimile: (702) 385-6001
6 *Attorneys for Defendant*

DEPARTMENT XIII
NOTICE OF HEARING
DATE 3/30/17 TIME 9:00 AM
APPROVED BY RS

7 **DISTRICT COURT**

8 **DISTRICT OF NEVADA**

9 Global Experience Specialists, Inc.,

CASE NO.: A-17-750273-B

DEPT NO.: 13

10 Plaintiff,

11 vs.

**DEFENDANT'S MOTION TO STAY
ENFORCEMENT OF PRELIMINARY
INJUNCTION PENDING APPEAL ON
ORDER SHORTENING TIME**

12 Landon Shores,

13 Defendant.

14
15
16 Defendant Landon Shores ("Shores") hereby files this motion for a stay of the
17 preliminary injunction order (the "Preliminary Injunction") in this matter entered on March 23,
18 2017, on an order shortening time.

19 This motion is made and based on NRCP 62, NRAP 8, and the records, pleadings, and
20 papers on file herein, together with the following Memorandum of Points and Authorities and
21 accompanying Affidavit of Mark M. Jones.

22 DATED this 24th day of March, 2017.

23 KEMP, JONES & COULTHARD, LLP



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

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RECEIVED

MAR 24 2017

DISTRICT COURT DEPT# 13


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ORDER SHORTENING TIME

Good cause appearing therefore,

IT IS HEREBY ORDERED that DEFENDANT'S MOTION TO STAY
ENFORCEMENT OF PRELIMINARY INJUNCTION PENDING APPEAL ON ORDER
SHORTENING TIME shall be heard on the 30th day of March, 2017, at the hour of 9:00am
at the Courtroom of the above-entitled Court, in Department XIII.

DATED this 28th day of March, 2017.


DISTRICT COURT JUDGE

**DECLARATION OF MARK M. JONES IN SUPPORT OF REQUEST FOR ORDER
SHORTENING TIME PURSUANT TO EDCR 2.26**

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, Mark M. Jones, attest to the following, all of which is stated upon personal knowledge
except for those matters stated upon information and belief, if any, and as for those matters, I
believe them to be true. I am over the age of eighteen (18) and competent to testify to the
matters set forth herein.

1. I am a partner at Kemp, Jones & Coulthard, LLP, counsel of record for
Defendant Landon Shores ("Shores") in this matter.
2. This Court entered a preliminary injunction order (the "Preliminary Injunction")
(as defined hereinabove) against Shores enjoining him from performing certain duties for his
new employer Freeman Expositions, Inc. ("Freeman") on March 23, 2017.
3. The Preliminary Injunction is based on a 12-month noncompete restriction
contained in the September 12, 2016 Confidentiality and Noncompete Agreement (the
"Noncompete Agreement") on which the Complaint of Plaintiff Global Experience Specialists,
Inc. ("GES") is based.

1 4. Shores has appealed the Preliminary Injunction and hereby seeks a stay of the
2 Preliminary Injunction pending that appeal.

3 5. Under NRAP 8(a)(1), Shores is required to first seek relief from this Court
4 before, if necessary, requesting a similar stay from the Nevada Supreme Court.

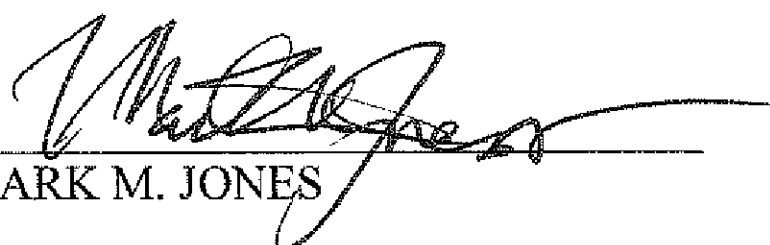
5 6. Good cause exists to shorten the time for hearing on this motion because the time
6 required to brief and argue a motion in the ordinary course before this Court and then, if
7 necessary, raise the issue with the Nevada Supreme Court may be a matter of months, during
8 which time Shores will be required to comply with the Preliminary Injunction, which he
9 submits is based on an unenforceable noncompete restriction, and which restrains his chosen
10 trade.

11 7. The burden of complying with the noncompete restriction could be eliminated
12 through Shores' motion to stay.

13 8. There is, accordingly, good cause for an order shortening time.

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

16 Dated this 24th day of March, 2017.

17
18 
19 MARK M. JONES

20 **I.**

21 **INTRODUCTION**

22 Shores is appealing this Court's Preliminary Injunction order on the basis that the
23 noncompete clause within the Noncompete Agreement (the "Noncompete Clause") simply
24 cannot be enforced. As a matter of law, the noncompete language as written must either pass
25 muster, or it must fail. Shores' appeal, based on the black-letter law set down by the Nevada
26 Supreme Court, maintains that the subject language of Plaintiff's Noncompete Agreement is
27 unenforceable as a matter of law. Therefore, the appellate court must have the opportunity to
28 review this matter and protect Shores from the irreparable injury of having his livelihood and
trade taken from him before a reviewing court can consider the facts and law at issue.

Shores is entitled to receive a stay of the Preliminary Injunction pursuant to the four stay factors courts use to analyze whether to issue a stay pending an appeal: (1) whether appellant is likely to prevail on appeal, (2) irreparable harm to the appellee that would be caused by a staying the injunction, (3) irreparable harm to appellant that would be caused by not staying the injunction; and (4) whether the object of the appeal would be defeated. *See Hansen v. Eighth Jud. Dist. Ct.*, 116 Nev. 650, 657 (2000).

Under the *first factor*, Shores is likely to prevail in his appeal to the Nevada Supreme Court because the Noncompete Clause contains an overbroad geographic scope, spanning the entire United States. Note that, here, “a movant does not always have to show a probability of success on the merits, . . . [but] must present a substantial case on the merits when a serious legal question is involved and show that the balance of equities weighs heavily in favor of granting the stay.” *Id.* at 659 (internal quotes omitted) Accordingly, if Shores can show a substantial legal case supporting his position, this factor will weigh in his favor. It is well settled under Nevada law that a noncompete clause cannot restrict an employee from working in territory in which the employer does not have established customers and goodwill. *See Camco, Inc. v. Baker*, 113 Nev. 512, 520 (1997). Noncompete agreements that are overbroad in geographic scope are unenforceable as a matter of law. *See id.*

GES attached to its Reply in Support of its Motion for Preliminary Injunction a list of contracts for events that GES has entered into for the period of December 2015 through all of 2017 as evidence that the national scope of the Noncompete Clause is reasonable. However, GES’s list of contracts for events demonstrated and evidences the opposite—GES does not have established customers or goodwill to justify a national scope to the Noncompete Clause.

GES’s evidence demonstrates that it has not contracted for any events in 17 of 50 states since December of 2015, meaning it does not have any customers and goodwill in these states. GES submitted no other written or oral evidence establishing a presence, any customers, or any goodwill in these 17 states in its preliminary injunction motion or argument to the Court. These

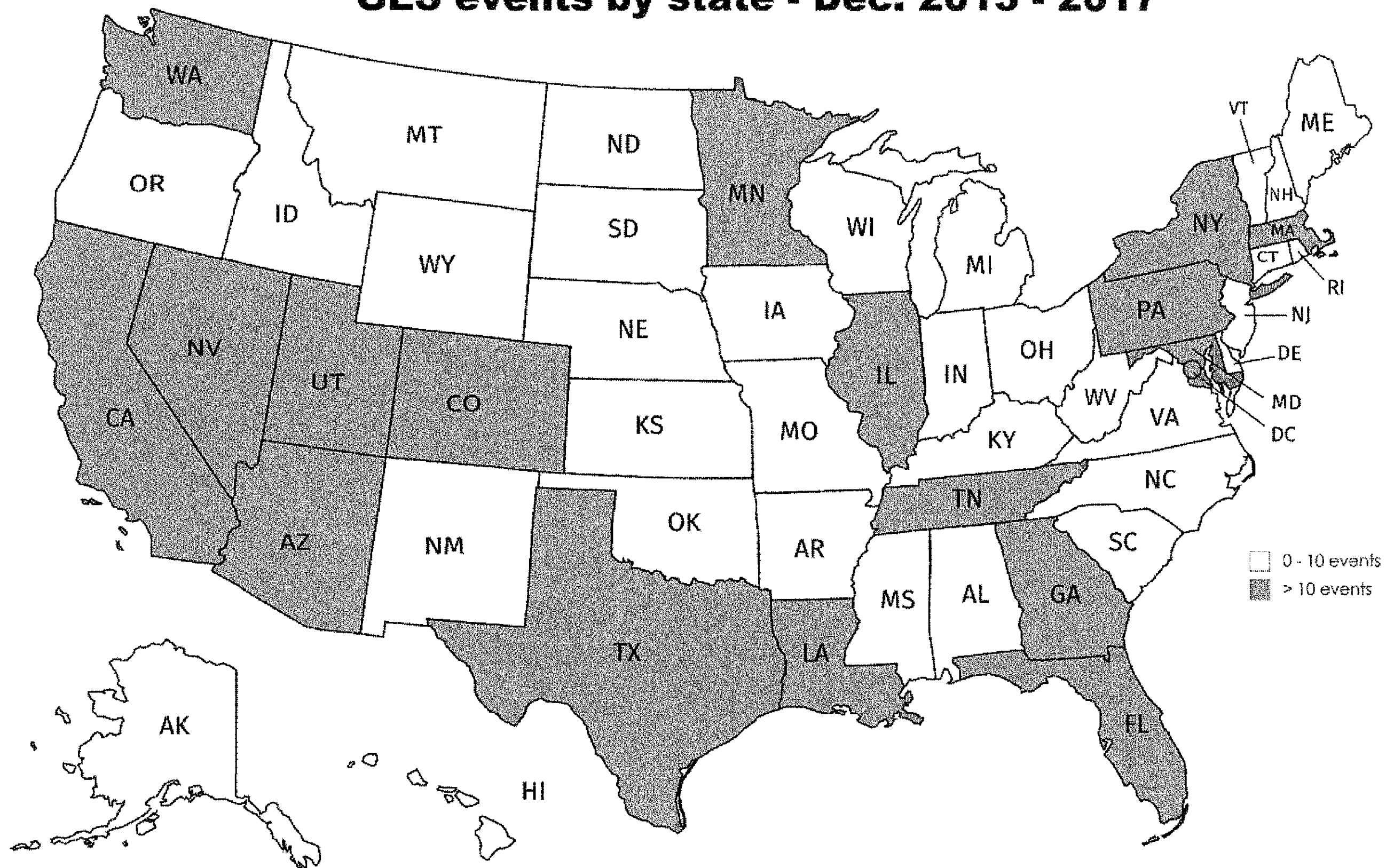
1 facts alone are significant enough to render the Noncompete Clause unenforceable.¹ In addition,
2 GES's own evidence further demonstrates that GES has contracted for fewer than 10 events in
3 16 additional states (five or fewer events for most of these states) during the same time period.²
4 Under the *Camco* standard, discussed more specifically below, GES plainly has not established
5 enough customers and/or goodwill to support a city-to-city statewide noncompete exclusion
6 against Shores in these 16 states. Thus, there are a total of 33 states (66% of states in the United
7 States) in which GES has contracted for 10 or fewer events since December of 2015.

8 Figure 1, on the following page, illustrates the holes in GES's argument that it has a full
9 national presence that it needs to now protect from Shores.

10 [Figure 1 appears on subsequent page]

26
27 ¹ The 17 states are Alaska, Arkansas, Connecticut, Delaware, Idaho, Kansas, Maine, Mississippi, Montana, New
28 Hampshire, New Mexico, North Dakota, South Dakota, South Carolina, Vermont, West Virginia, and Wyoming.
² The 16 states are Alabama, Hawaii, Indiana, Iowa, Kentucky, Michigan, Missouri, Nebraska, New Jersey, North
Carolina, Ohio, Oklahoma, Oregon, Rhode Island, Virginia, and Wisconsin.

GES events by state - Dec. 2015 - 2017



1 GES's evidence clearly shows that it has not established customers or goodwill in every state
2 and thus cannot enforce a blanket nationwide noncompete clause under *Camco*. As a matter of
3 law, the nationwide scope of the Noncompete Agreement is not permitted. At the very least, this
4 is a substantial legal dispute that deserves attention from a reviewing court as soon as possible.

5 The remaining stay factors also weigh in favor of granting a stay. Under the *second*
6 *factor*, GES has not presented any evidence of irreparable harm that will take place if a stay is
7 granted. In its argument in support of the Preliminary Injunction, GES simply relied on
8 presumed irreparable harm, in contradiction to recent Nevada Supreme Court authority. *See*
9 *Excellence Cmty. Mgmt. v. Gilmore*, 351 P.3d 720 (Nev. 2015). Under the *third factor*, Shores
10 will be irreparably harmed by having to fully comply with the unenforceable Noncompete
11 Clause because the Nevada Supreme Court likely will not resolve Shores' appeal before the 12-
12 month period in the Noncompete Clause ends. Under the *fourth factor*, Shores prevails for the
13 same reason: the object of his appeal—to avoid having to comply with an unenforceable
14 Noncompete Clause—will be defeated because the restricted period will likely end by the time
15 the Nevada Supreme Court decides Shores' appeal.

16 Shores therefore respectfully requests that this Court enter a stay of its Preliminary
17 Injunction order pending resolution of the appeal currently pending before the Nevada Supreme
18 Court.

19 II.

20 STATEMENT OF FACTS

21 Shores began working for GES in 2013. *See* Declaration of Shores, attached hereto as
22 Exhibit A at ¶ 1. GES is a general services contractor and, in that capacity, builds show floors
23 for trade shows, conventions, and corporate events. *Id.* Generally, GES signs a contract with the
24 show organizer and then all exhibitors for the show are required to utilize GES for certain
25 services. *Id.* Shores' duties were to solicit show organizers to sign a contract with GES for their
26 trade show or convention event. *Id.*

27 Shores initially signed a Confidentiality and Non-competition Agreement in or around
28 September of 2013, but this first agreement was superseded by the Noncompete Agreement,

1 which was executed in or around September of 2016. *See* Ex. 1-B at § 7.2 (“This Agreement
2 replaces any previous agreements relating to the subject matter of this Agreement and shall
3 supersede any such prior agreements.”). The Noncompete Agreement purports to prevent
4 Shores from indirectly or directly competing with GES for a period of 12 months. The
5 Noncompete Agreement specifically states that “a geographical restriction on competitive
6 employment in the United States . . . is reasonable and necessary to protect the company’s
7 legitimate business interests.”

8 Shores accepted a sales position with Freeman Expositions, Inc. (“Freeman”) on or
9 around December 20, 2016. Ex. A ¶ 6. Shores moved from Las Vegas to Anaheim, California
10 on or around January 23, 2017 and is now a resident of California with a California driver’s
11 license. *Id.* ¶ 7. Shores’ position with Freeman is not competitive with his prior position at GES.
12 *See Id.* ¶¶ 12, 14-22. As explained more fully in Shores’ declaration, Shores is not soliciting
13 GES customers (*id.* ¶¶ 14, 18-22), does not use proprietary, confidential, or other trade secret
14 information of GES to leverage a competitive advantage against GES in favor of Freeman (*id.*
15 ¶¶ 14-22), and has had to start generating sales for Freeman from square one (*id.* ¶ 19).

16 More specifically, Shores did not use confidential information to identify client leads for
17 GES. *Id.* ¶¶ 15-16. Shores did not bring GES clients to Freeman. *Id.* ¶ 21. The Las Vegas
18 companies that Shores solicited for GES do not participate in the Los Angeles/Anaheim trade
19 show/convention market. *Id.* ¶¶ 18-21.

20 GES filed its Complaint and Motion for Preliminary Injunction on January 31, 2017 and
21 a hearing was held on March 6, 2017. Shores presented the above-mentioned facts in opposition
22 to GES’s preliminary injunction motion on February 23, 2017. In its Reply in Support of
23 Plaintiff’s Motion for Preliminary Injunction, GES finally provided its “evidence” by attaching
24 a schedule of all events for which it had contracted between December of 2015 through the
25 present and also included all future scheduled events for 2017. (*See* Ex. 1-A to Plaintiff’s March
26 1, 2017 Reply in Support of its Motion for Preliminary Injunction.) It is this information,
27 ***GES’s own information***, that underscores the unenforceability of the Noncompete Clause and
28 forms the factual basis for this Motion.

1 This Court issued the Preliminary Injunction on March 23, 2017. Shores filed a Notice
2 of Appeal on March 24, 2017. Shores now seeks a stay of the Preliminary Injunction pending
3 his appeal.

4
5 **III.**

6 **ARGUMENT**

7 **A. A stay is appropriate because each relevant stay factor weighs in favor of staying or**
8 **modifying the Preliminary Injunction.**

9 NRCP 62(c) permits a district court to stay an injunction pending an appeal of the
10 injunction. A court should consider four factors in determining whether to issue a stay.

- 11 (1) Whether the appellant is likely to prevail on the merits in the appeal;
12 (2) Whether the appellee will suffer irreparable or serious injury if the stay is granted;
13 (3) Whether the appellant will suffer irreparable or serious injury if the stay is denied; and
14 (4) Whether the object of the appeal will be defeated if the stay is denied.

15 *See Hansen v. Eighth Jud. Dist. Ct.*, 116 Nev. 650, 657 (2000).³ Any one factor is not more
16 important than the others; however, **where “one or two factors are especially strong, they**
17 **may counterbalance other weak factors.”** *See Mikohn Gaming Corp. v. McCrea*, 89 P.3d 36,
18 38 (Nev. 2004) (emphasis added). “To justify a stay pending appeal, a movant need not always
19 establish a high probability of success on the merits, as a particularly strong showing of
20 irreparable injury or some other combination of factors may warrant a stay.” *See Mylan*
21 *Laboratories, Inc. v. Leavitt*, 495 F. Supp. 2d 43, 47 (D.D.C. 2007).

22 As demonstrated below, the foregoing factors demonstrate that this Court must stay
23 enforcement of the Preliminary Injunction pending the Nevada Supreme Court’s decision on
24 Shores’ appeal.

25 ///

26
27
28 ³ The Nevada Rules of Appellate Procedure require a party to first move in the district court for a stay pending appeal or for an order suspending, modifying, restoring, or granting an injunction. NRAP 8(a)(1).

1. **Shores is likely to prevail on appeal.**

To obtain its Preliminary Injunction, GES was required to demonstrate, in part, that it would likely prevail on the merits at trial in proving the geographic scope of the Noncompete Clause is reasonable and enforceable. *See Camco, Inc. v. Baker*, 113 Nev. 512, 518 (1997). Noncompete agreements are subject to careful scrutiny and must not impose a greater burden than is required to protect the interest of the enforcing party. *See id.* at 520. GES has acknowledged and admitted that this Court cannot reform or “blue pencil” an overbroad or unduly burdensome noncompete agreement and itself asked the court to enforce the Noncompete Clause as written.

GES’s acknowledgement that the Noncompete Agreement cannot be blue penciled or reformed is fatal to its preliminary injunction position because the Noncompete Clause is unduly burdensome in three separate ways, each of which, standing alone, is sufficient to render the Noncompete Clause invalid and unenforceable. First, GES failed to present evidence that it had established customers and goodwill in a full 17 states in the United States so as to justify a nationwide prohibition on Shores’ future competitive employment. Second, even assuming GES could establish that it had established customers and goodwill in every state (which it has not cannot do), GES also failed to establish that it had a legitimate business reason to prevent Shores from working for Freeman in a market in which Shores had no previous contacts and developed no customers on behalf of GES. Third, the Court ignored that the Noncompete Clause imposed an undue burden on Shores. These facts demonstrate that the Noncompete Clause imposed a burden “greater than is required for the protection of the person for whose benefit the restraint is imposed.” *See Camco*, 113 Nev. at 518.

a. *Shores is likely to prevail on his Appeal because the Noncompete Clause covers territory in which GES has no presence.*

In order for the geographic scope of the Noncompete Clause to be reasonable, GES had to show with its motion for preliminary injunction that it had established customer contacts and goodwill in the territory covered by the Noncompete Clause. *See Camco*, 113 Nev. at 520. GES utterly failed to do so.

1 The *Camco* court relied on two out-of-jurisdiction decisions to support its conclusion
2 that are instructive of how the rule should be enforced. First, *Snelling and Snelling, Inc. v.*
3 *Dupay Enters., Inc.*, involved a noncompete clause that covered an area within 35 miles of any
4 of Plaintiff's franchises, which the Arizona Court of Appeals refused to enforce because it
5 extended to an area in which the former employer did not have established goodwill. *See* 609
6 P.2d 1062, 1064–65 (Ariz. App. 2d Div. 1980). Second, in *Weatherford Oil Tool Co. v.*
7 *Campbell*, the Texas Court of Appeals refused to enforce a covenant prohibiting the employees
8 from competing against the employer "in any area where [the employer] may be operating or
9 carrying on business." *See* 327 S.W.2d 76, 77 (Tex. Civ. App.--Fort Worth 1959), *aff'd*, 340
10 S.W.2d 950 (Tex. 1960). The employer, like GES in this case, did business in some but not all
11 parts of the United States. *Id.* The *Weatherford Oil* court held that the restrictive covenant was
12 not enforceable because it was "unlimited as to territory." *See id.* Similarly, in *Hansen v.*
13 *Edwards*, the Nevada Supreme Court held that a noncompete obligation that prohibited a
14 physician from practicing "within a radius of 100 miles of Reno" was too broad. *See* 83 Nev.
15 189, 191, 193 (1967) (emphasis added).

16 These cases establish the principle that courts cannot give the benefit of the doubt to the
17 employer, rely on approximation, or adopt a "close enough" attitude in comparing the
18 employer's actual presence with the territorial scope of the noncompete restriction. Where a
19 noncompete term covers territory in which the employer does not have a protectable interest in
20 the form of established customers and goodwill, it is unreasonable and cannot be enforced.

21 Here, GES argued in its preliminary injunction motion that its alleged 'national
22 presence' is sufficient to support a nationwide noncompete restriction. This Court agreed,
23 holding that "a nationwide restriction is reasonable based on the nationwide nature of GES'
24 business, as well as the work Shores performed for GES with respect to events at locations
25 across the country." *See* Preliminary Injunction, on file herein at 7:22-24. However, this
26 conclusion is contradicted by GES's own evidence, which shows that since December of 2015,
27 GES has not signed a contract for a trade show or event in 17 entire states and, thus, has
28 precisely zero customers and goodwill in these states. The Nevada Supreme Court has not

1 tolerated overbreadth to a degree that would enforce a noncompete agreement in 17 states where
2 the employer literally has no presence. This fact alone is sufficient to render the Noncompete
3 Clause unenforceable.

4 In addition to GES's utter and complete non-presence in a full 17 states, GES's evidence
5 also proves that it had a de minimus presence (contracting for 10 or fewer events) in an
6 additional 16 states. GES's limited presence in these 16 states does not justify a noncompete
7 restriction covering **that entire state**. Thus, adding these 16 states to the 17 states in which GES
8 has zero presence results in 33 states in which GES does not have a protectable interest. **GES's**
9 **non-presence in at least 33 states means that GES does not have any protectable interest in**
10 **66% of the United States**. GES's Noncompete Clause is not just overbroad by a radius of 50 or
11 100 miles. It is effectively overly broad by at least 33 states, covering thousands upon thousands
12 of square miles across the country.

13 Based on GES's own evidence, GES plainly cannot prevail at trial on the merits because
14 the Noncompete Clause is not reasonable and cannot be enforced.

15 b. *GES cannot prevail on the merits because it does not have a legitimate*
16 *interest in prohibiting Shores from working for Freeman in a market that*
Shores did not develop or work in for GES.

17 The overly expansive nationwide scope of the Noncompete Clause is an independent
18 basis on which to refuse to enforce it. An additional independent basis that prevents
19 enforcement of the Noncompete Clause is the fact that it prevents Shores from working in
20 markets in which he had no contact with customers from GES and GES, therefore, had no actual
21 substantive interest in barring Shores from working in that market.

22 A noncompete covenant is not reasonable if it imposes a burden greater than that
23 necessary to protect the interests of the employer or imposes an undue burden on the employee.
24 *See Golden Rd. Motor Inn, Inc. v. Islam*, 376 P.3d 151, 155 (Nev. 2016). An employer only has
25 a legitimate interest in protecting itself from unfair competition, not all competition. *See Take-*
26 *A-Break Services, Inc. v. Grose*, CIV. A. 11217, 1990 WL 67392, at *5 (Del. Ch. May 14,
27 *1990)*. These principles were correctly applied in *Martin v. Hawley*, 50 S.W.2d 1105, 1109
28 (Tex. Civ. App.—Dallas 1932), which formed a substantial basis for the Texas *Weatherford Oil*

1 ruling that the Nevada Supreme Court cited favorably in *Camco*. In *Martin*, the noncompete
2 covenant prohibited the employee from working for a “competitive business,” without
3 specifying a geographic scope. The court determined that this was unreasonable because it was
4 not limited to *territory where the employee had developed for the former employer*. See 50
5 S.W.2d at 1109.⁴

6 Applying this principle here demonstrates that GES does not have an interest in
7 preventing Shores from freely working for Freeman in a position similar to his GES position.
8 Shores’ work in Los Angeles/Anaheim is simply not competitive with his work for GES
9 because:

- 10 • The Los Angeles/Anaheim area in which Shores works is approximately 270 miles
11 from Las Vegas—far in excess of the Reno-plus-100-mile radius that the *Hansen*
12 court deemed excessive.
- 13 • Shores’ duties for Freeman in Los Angeles/Anaheim are not competitive with his
14 former duties for GES in Las Vegas. Working in the Los Angeles/Anaheim market
15 has required Shores to start over. As sales manager for GES, Shores solicited for
16 conventions occurring almost exclusively in the Las Vegas market. With Freeman,
17 Shores is now working with customers and contracts for conventions and events
18 that will take place in the Los Angeles/Anaheim area.
- 19 • Shores has no incentive to try to poach his former GES clients and bring them to
20 Freeman given that the events for which he solicits in the Los Angeles/Anaheim
21 area are different from those he solicited for GES in Las Vegas.
- 22 • Shores’ work in Los Angeles/Anaheim will not result in disclosure of confidential
23 trade secrets or other intellectual property of GES. Shores’ work for Freeman does
24 not involve divulging any other confidential information of GES, such as
25 confidential client lists or pricing information.⁵

26 GES will no doubt re-argue that Shores’ work in California takes advantage of the fact
27 that he was the so-called “face” of GES for many clients and that GES will need to strengthen
28 its relationship with Shores’ former clients for the 12-month period covered by the Noncompete

25 ⁴ The court’s actual holding was “We are of the opinion that the restrictive covenant in the contract forbids appellee
26 from entering the same character of business either as employee, owner, or lessee in a territory in which the
27 Electrified Water Company has elected or may elect to sell its product, regardless of whether the activities of
28 appellee had developed such territory for such company during his connection therewith, and that such
restrictive covenant is void on its face.” See *id.* (emphasis added).

⁵ These are facts that GES failed to dispute or respond to in its motion for preliminary injunction and, accordingly,
are undisputed.

1 Clause. This logic is flawed because GES has never disputed that Shores is not soliciting his
2 former GES customers or that Shores is not stealing confidential information or trade secrets.
3 And if Shores is not trying to steal away his former GES clients or misuse trade secrets then
4 there is no need for GES to strengthen these client relationships any more than would be
5 required if Shores had stopped working in the industry altogether. Thus, there is no difference
6 between Shores leaving GES to work for a non-competitor to GES and Shores leaving GES to
7 work for Freeman. Thus, GES has failed to identify an **actual substantive** customer or business
8 interest it has in preventing Shores from working for Freeman in Los Angeles/Anaheim.

9 Given these undisputed facts, it is clear that the Noncompete Clause contains too broad a
10 prohibition against Shores. GES has not established that Shores had any customers in the Los
11 Angeles/Anaheim convention market that are put at risk by Shores' employment in California.
12 GES did not and cannot tie Shores' conduct to a legitimate interest that the Noncompete Clause
13 protects.

14 c. *GES cannot prevail on the merits because the Noncompete Clause*
15 *imposes an undue hardship on Shores.*

16 A noncompete clause will not be enforced if it imposes an undue burden on an employee
17 regardless of the employer's legitimate interests. *See Golden Road*, 376 P.3d, at 155. If the
18 nationwide restriction were enforceable here, Shores would have three choices, each unduly
19 burdensome in a different way: (1) work his specific trade in another country, (2) work in a
20 different profession or specialization, or (3) stop working for the duration of the noncompete
21 obligation. This burden is particularly heavy in light of the fact that GES has failed to
22 demonstrate that enforcing the Noncompete Clause against Shores furthers any legitimate
23 business interest of GES. GES has failed to show that it has any interest in preventing Shores
24 from working in the Los Angeles/Anaheim market because it has not disputed that **Shores did**
25 **not have contact with GES's customers in that market.** The national scope of the
26 Noncompete Clause imposes an unreasonable and excessive burden on Shores and is not
27 enforceable.
28

1 **2. GES will not suffer irreparable injury if the stay is granted and has failed to**
2 **prove any irreparable harm.**

3 GES failed to present evidence that it suffered or will suffer any irreparable harm if the
4 national scope of the Noncompete Clause is not enforced. This failure causes the first stay
5 factor—likelihood of prevailing on appeal—to favor Shores because irreparable harm is a
6 substantive element of the merits of GES’s Preliminary Injunction motion. This failure also
7 causes the second stay factor—irreparable injury to the appellant—to weigh in Shores’ favor.

8 Given Nevada’s prohibition on noncompete contracts of the type that GES seeks to
9 enforce here, the very most that GES could ever hope to recover at a trial would be monetary
10 damages, assuming Plaintiff could even prove such damages. But damages themselves, by
11 definition, do not constitute irreparable injury. *See Excellence Cmty. Mgmt. v. Gilmore*, 351
12 P.3d 720, 723 (Nev. 2015). In *Gilmore*, the court held that in cases, like the one at bar, where
13 there is no appropriation of trade secrets or confidential information, irreparable harm is not
14 presumed and must be proved. *See id.* at 723-725.

15 GES relied entirely on the crutch of presumed harm and has presented no evidence of
16 actual irreparable harm caused by Shores leaving GES to work for Freeman. Shores
17 demonstrated that he was not soliciting or interacting with existing GES customers in the Los
18 Angeles/Anaheim convention market in any way and that he was not using GES’s confidential
19 or proprietary information to gain a competitive advantage. ***GES did not refute these***
20 ***contentions.*** And GES failed to prove any other type of irreparable injury or harm it suffered
21 because Shores left GES in the Las Vegas convention market to work for Freeman in the Los
22 Angeles/Anaheim convention market. Accordingly, Plaintiff failed to prove irreparable harm in
23 its Preliminary Injunction motion and, as a result, would suffer no irreparable injury in the event
24 that this matter is stayed.

25 **3. Refusal to stay the Preliminary Injunction would irreparably harm Shores.**

26 “Irreparable harm is an injury for which compensatory damage is an inadequate
27 remedy.” *Excellence Cmty. Mgmt. v. Gilmore*, 351 P.3d 720, 723 (Nev. 2015) (internal quotes
28 omitted). Here, the irreparable harm to Shores is that he will be forced to comply with a
noncompete restriction that is unenforceable, for its entire 12-month duration. Even if Shores

1 prevails on appeal, the victory will be illusory because, absent a stay, GES likely can force
2 Shores to comply with the (unenforceable) Preliminary Injunction for its full duration.

3 Additionally, the Preliminary Injunction prohibits Shores from working in the
4 convention sales industry, which is Shores' professional specialization and livelihood. GES
5 went so far as to absurdly argue that Shores could work for Freeman in the Accounting
6 Department—in spite of the fact that there is no record evidence that Shores has any accounting
7 education or training. See March 6, 2017 Tr. at 22:17. This suggestion cannot reasonably
8 mitigate the irreparable harm to Shores of taking from him an entire year of his trade and
9 livelihood—his work to which he has devoted his professional life. He is not trained to work in
10 Freeman's accounting department, nor did Freeman hire him for that purpose. The deprivation
11 of Shores' right to perform his specialized job duties pursuant to a Noncompete Clause that is
12 unenforceable is, in and of itself, irreparable injury to Shores.

13 **4. The object of Shores' appeal will be defeated without a stay.**

14 Shores' appeal challenges this Court's Preliminary Injunction, which bars Shores from
15 working for Freeman in the same capacity as he worked for GES for a 12 month period
16 following his GES employment. The object of the appeal is to stop enforcement of the
17 Preliminary Injunction. If a stay is not ordered, the Nevada Supreme Court likely will not
18 resolve Shores' appeal before the end of the 12-month noncompete obligation and the appeal
19 will be moot. Accordingly, it is a virtual certainty that the object of Shores' appeal will be
20 defeated absent a stay. This factor weighs heavily in Shores' favor.

21 **IV.**

22 **CONCLUSION**

23 A stay of the Preliminary Injunction is the only appropriate remedy because each of the
24 factors in the stay analysis heavily favors Shores. Shores is likely to prevail on appeal primarily
25 because, among other reasons, the Noncompete Clause geographically covers the entire United
26 States and GES's own evidence demonstrates that it doesn't do business in 17 entire states and
27 has a miniscule presence in an additional 16 states. GES will suffer no irreparable harm if the
28 Preliminary Injunction is stayed because it failed to prove any irreparable harm at the


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1 preliminary injunction hearing and has only relied on presumed irreparable harm, which is
2 inappropriate under clear Nevada law. Shores, on the other hand will suffer irreparable harm in
3 the form of having an unenforceable noncompete agreement enforced against him. Finally, the
4 object of Shores appeal will be eliminated absent a stay because the Nevada Supreme Court
5 may not decide Shores appeal prior to the expiration of the (unenforceable) 12-month
6 noncompete period and the appeal will be rendered moot.

7 Shores respectfully requests that this Court issue an order staying enforcement of its
8 March 23, 2017 Preliminary Injunction Order pending his appeal.

9 DATED this 24th day of March, 2017.

KEMP, JONES & COULTHARD, LLP

10
11 
12 Mark M. Jones, Esq. (#267)
13 David T. Blake, Esq. (#11059)
14 3800 Howard Hughes Parkway, 17th Floor
15 Las Vegas, Nevada 89169
16 Attorneys for Defendant
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CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of March, 2017, the foregoing **DEFENDANT'S**
MOTION TO STAY ENFORCEMENT OF PRELIMINARY INJUNCTION PENDING
APPEAL ON ORDER SHORTENING TIME was served on all parties on the service list
through the Court's electronic filing system.


An employee of Kemp, Jones & Coulthard, LLP

EXHIBIT A

**DECLARATION OF LANDON SHORES IN SUPPORT OF OPPOSITION TO
PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION**

Under penalty of perjury, Landon Shores declares that the following facts are true and accurate.

1. I have personal knowledge of the matters set forth herein, except as to those matters stated on information and belief, which I believe to be true. I am competent to testify as to the matters set forth herein if called upon to do so. I make this Declaration in support of my Opposition to Plaintiff Global Experience Specialists, Inc.'s ("GES") Motion for Preliminary Injunction (the "Motion").

2. I began working for GES in 2013. GES is a general services contractor and, in that capacity, builds show floors for trade shows, conventions, and corporate events. Generally, GES reaches an agreement with the show organizer and then all exhibitors for the show are required to utilize GES for certain services. My main duty at GES was to solicit show organizers to sign a contract with GES for their trade show or convention event.

3. GES employed sales personnel in three areas: trade shows, corporate events, and custom exhibits. I worked almost exclusively in trade shows at GES, dealing with show organizers. I was made a Sales Manager sometime in 2015.

4. I would estimate that between 80-90% of my sales were for events in Las Vegas, Nevada. Some trade shows or conventions rotated between various cities, including Orlando, Chicago, Baltimore, Washington D.C., San Diego, and Las Vegas but, again, the vast majority of my sales and client generation was for events in Las Vegas.

5. At GES, I initiated sales for one smaller events in southern California, one of which included San Diego and Baltimore in its rotation of cities for the event.

6. I was offered and accepted a position as Senior Business Development Manager with Freeman Expositions, Inc. ("Freeman") on or around December 8, 2016, and accepted the offer on or around December 20, 2016. On or around January 6, 2017, I informed Tom Page, the Director of Sales over me that I had accepted the position with Freeman.

7. On or about Saturday, January 7, 2017, Daniel Higgins, Regional Vice President of Sales for GES called me and informed me that GES would sue to prevent me from working for Freeman. When I informed Higgins of my intent to work for Freeman, Higgins threatened me saying that he hoped I “had enough money saved up to sit around and do nothing for a year.” Higgins went on to say that I “better not sign a lease” because he and GES were going to sue me to make sure I did not work for Freeman and that I would not be able to earn money. Higgins then threatened me that if I worked for Freeman in California, GES would seek an injunction in Nevada to prevent me from working in California for twelve months. Higgins further threatened me that GES would force me to incur thousands of dollars in legal fees if I went to work for Freeman in California.

8. I met with Mr. Page at GES’s offices on January 9, 2017 and confirmed to him that my decision was final. Mr. Page then proceeded to berate and curse at me for being disloyal to him and GES. Mr. Page did not give me the option of providing two weeks’ notice and I was given boxes to pack my personal belongings and escorted off the premises. In short, GES’s acted in an extremely hostile manner once it learned I intended to work for Freeman in Los Angeles/Anaheim.

9. Because of the hostile and threatening conduct of Mr. Higgins and Mr. Page and the extremely broad terms of the Confidentiality and Non-Competition Agreement (the “Noncompete Agreement”), I believe that GES views the Noncompete Agreement as an employee retention tool rather than a means to protect its legitimate business interests.

10. As a result of my change in employment, I moved my residence from Las Vegas and now reside in Anaheim on or around Monday, January 23, 2017. I have a California driver’s license.

11. I currently generate sales for Freeman in the Los Angeles/Anaheim area of southern California.

12. Other than general work experience of engaging clients and building relationships, which is not proprietary or confidential, my work at GES brought negligible value to my employment at Freeman.

13. I disagree with the conclusions that GES draws from paragraph 6 of the Declaration of Thomas Page in support of the Motion, which alleges:

GES is careful to protect the confidentiality of its customer and pricing information as well as its other business and trade secret information, including its methods of doing business, marketing and sales processes, and customer information. Because of the sensitive and confidential nature of CES's customer information, pricing information, sales techniques and other procedures and methods, employees who have access to that information are required to sign non-disclosure/non-compete agreements upon commencement of their employment.

14. From this paragraph 6, GES wrongfully concludes that (a) I possessed knowledge of confidential sales techniques, processes, or other confidential procedures or methods of GES and (b) that I use said confidential information to my advantage in my current work for Freeman. Both of these contentions are incorrect. As further described below, I relied on publicly available information to generate sales leads or clients for GES. The sales "processes and techniques" I used while at GES were not confidential, proprietary, or known only to GES. I used ordinary sales skills and techniques that I believe many sales professional use in wide ranging markets. Also, I do not solicit the same clients for Freeman that I sought for GES. That is, the Los Angeles/Anaheim market in which I work for Freeman is different from the Las Vegas market. I cannot use any GES financial information I possess regarding the Las Vegas convention market to underbid GES in the Los Angeles/Anaheim area.

15. The vast majority of events that I solicited had no prior contract with GES. Most Las Vegas events I solicited are publicly listed on the website of the Las Vegas Convention and Visitors Authority ("LVCVA") at <http://www.vegasmeansbusiness.com/planning-tools/convention-calendar/>. I would visit these shows to make introductions to show organizers and begin actively engaging the potential client thereafter. This is how I generated the vast majority of my sales for GES.

16. My primary contacts with show organizers were meeting and event planners and the contact information for these individuals is not difficult to obtain—in most cases listed publicly on the internet.

17. GES's Motion does not identify any confidential information or trade secrets that I could use to gain a competitive advantage for Freeman. When determining the price to quote a show organizer for GES I would generally receive a request for proposal (or "RFP") identifying the needs of the event. I would then estimate the price GES should charge for items in the contract and send this information to the finance department, who would estimate the event's profitability. If the expected profit was acceptable to my sales manager, I was then authorized to submit a bid to the show organizer. By far the biggest factor in determining profitability was cost of labor. Labor for GES's convention services is supplied through a local chapter of the Teamsters Union. Union labor rates are public and not confidential.

18. And the Los Angeles/Anaheim convention and trade show market is different enough from the Las Vegas market that any pricing information for GES of which I am still aware would be of no value in my current position. The trade shows and events in the Los Angeles/Anaheim market are different from those in Las Vegas, the overhead and labor costs are different, and I could not use my knowledge of the Las Vegas market to underbid GES in Los Angeles/Anaheim. Also, labor is unionized in Los Angeles/Anaheim, so labor rates are non-confidential public information. Again, Labor is the biggest variable in analyzing the profit from an event.

19. My work for Freeman largely has required that I start the process of generating sales and leads from square one. I generate sales for Freeman largely using information available to the general public provided by the Los Angeles Convention and Exhibition Center Authority.

20. Given the physical distance between Las Vegas and Los Angeles/Anaheim of approximately 270 miles and as there is not a shared market for show organizers in these two convention/trade show markets, I would submit that enforcing any noncompete agreement I signed with GES in this situation would be unreasonable (and would also be highly

burdensome). I am not exploiting any confidential information of GES in my current position with Freeman and there is no overlap of clients I solicit in the two markets. Therefore, there is no risk that GES is subject to unfair competition by my employment with Freeman.

21. I have not asked a single client or show organizer that I had secured for GES to stop using GES's services and start using those of Freeman.

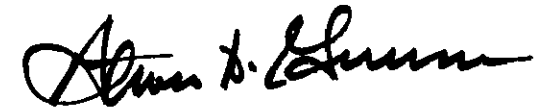
22. If I had not accepted this sales position with Freeman, some other Freeman sales professional would solicit the same clients that I solicit in California and would make substantially the same sales pitch that I make.

23. I would submit that the nationwide scope of the Noncompete Agreement that (I believe) GES requires all of its sales personnel to execute is excessive and overbroad. The Noncompete Agreement is not limited to only regions in which GES has established clients and existing good will. I believe that GES does not have client contacts in every city, town, and county of every state of the United States.

24. The Noncompete Agreement also places an undue burden on my ability to make a living with my profession. The practical result of GES's Motion is punitive and anticompetitive. Freeman would be precluded from using my skills and expertise, which are not proprietary property of GES, and I would be prohibited from seeking employment in my profession anywhere in the United States. In order to comply with the Noncompete Agreement as interpreted by GES, for a 12 month period, I would either have to (a) change my profession, (b) work outside of the United States, or (c) stop working altogether.

Dated this 23rd day of February, 2017


LANDON SHORES



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1 Mark M. Jones, Esq. (#267)
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10 *Attorneys for Defendant*

DISTRICT COURT

DISTRICT OF NEVADA

9 Global Experience Specialists, Inc.,

10 Plaintiff,

11 vs.

12 Landon Shores,

13 Defendant.

CASE NO.: A-17-750273-B

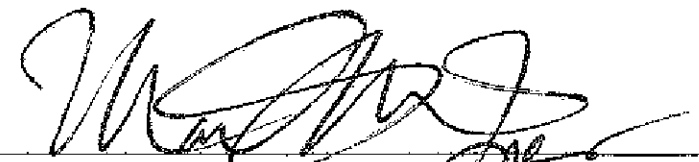
DEPT NO.: 13

**NOTICE OF ENTRY OF ORDER
GRANTING DEFENDANT'S MOTION TO
STAY ENFORCEMENT OF PRELIMINARY
INJUNCTION PENDING APPEAL ON
ORDER SHORTENING TIME**

14
15
16 PLEASE TAKE NOTICE that an ORDER GRANTING DEFENDANT'S MOTION TO
17 STAY ENFORCEMENT OF PRELIMINARY INJUNCTION PENDING APPEAL ON
18 ORDER SHORTENING TIME was entered in this matter on April 6, 2017, a copy of which is
19 attached hereto.

20 DATED this 7th day of April, 2017.

21 KEMP, JONES & COULTHARD, LLP



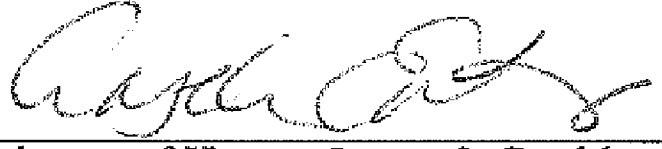
22 Mark M. Jones, Esq. (#267)
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26 *Attorneys for Defendant*
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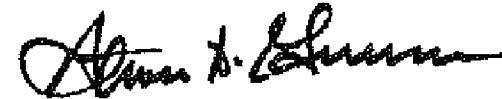
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CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of April, 2017, the foregoing **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT'S MOTION TO STAY ENFORCEMENT OF PRELIMINARY INJUNCTION PENDING APPEAL ON ORDER SHORTENING TIME** was served on all parties on the service list through the Court's electronic filing system.


An employee of Kemp, Jones & Coulthard, LLP



CLERK OF THE COURT

1 Mark M. Jones, Esq. (#267)
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10 *Attorneys for Defendant*

11 **DISTRICT COURT**

12 **DISTRICT OF NEVADA**

13 Global Experience Specialists, Inc.,

14 Plaintiff,

15 vs.

16 Landon Shores,

17 Defendant.

CASE NO.: A-17-750273-B

DEPT NO.: 13

**ORDER GRANTING DEFENDANT'S
MOTION TO STAY ENFORCEMENT OF
PRELIMINARY INJUNCTION PENDING
APPEAL ON ORDER SHORTENING TIME**

18 Before the Court is the Motion to Stay Enforcement of Preliminary Injunction Pending
19 Appeal on Order Shortening Time (the "Motion") filed by Defendant Landon Shores
20 ("Shores"). Mark M. Jones, Esq. of the law firm of Kemp, Jones & Coulthard, LLP appeared on
21 behalf of Defendant Shores and David Malley, Esq. of the law firm of Jolley Urga Woodbury &
22 Little appeared on behalf of Plaintiff Global Experience Specialists, Inc. ("GES").

23 The Court having considered the papers filed on behalf of the parties, oral argument of
24 counsel, and being fully informed with good cause appearing,

25 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendant's Motion is
26 GRANTED IN PART.
27
28

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DISTRICT COURT DEPT#13

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the March 23, 2017
2 Findings of Fact, Conclusions of Law, and Order Granting Plaintiff's Motion for Preliminary
3 Injunction is hereby stayed and suspended for a period of 15 days, which period shall
4 commence on the day after this order is filed and end at 11:59 p.m. on the 15th day thereafter.
5 This temporary 15-day stay is granted and given so that Defendant may request a stay from the
6 Nevada Supreme Court under NRAP 8.

7 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant's Motion
8 is hereby DENIED IN PART, except as set forth hereinabove.


9 IT IS SO ORDERED this 4th day of April, 2017.

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DISTRICT COURT JUDGE 

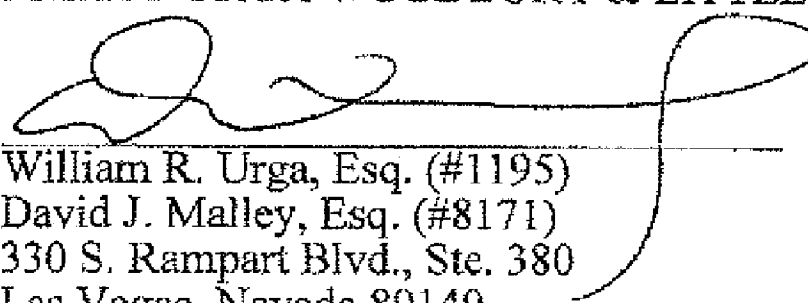
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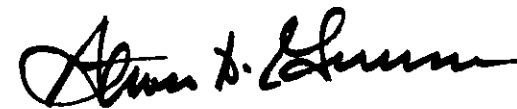
KEMP, JONES & COULTHARD, LLP


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

Approved as to form and content:

JOLLEY URGAL WOODBURY & LITTLE


William R. Urga, Esq. (#1195)
David J. Malley, Esq. (#8171)
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Attorneys for Plaintiff



CLERK OF THE COURT

NOTC

William R. Urga, Esq.
Nevada Bar No. 1195
David J. Malley, Esq.
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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.

LANDON 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

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 URGa WOODBURY & LITTLE



CLERK OF THE COURT

FFCO

William R. Urga, Esq.

Nevada Bar No. 1195

David J. Malley, Esq.

Nevada Bar No. 8171

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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:

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TELEPHONE: (702) 699-7500 FAX: (702) 699-7555

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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

1 and vendor accounts throughout the United States in which
2 Employee will be involved. Therefore, Employee agrees that a
3 geographical restriction on competitive employment in the United
4 States, based on Employee's relationship and interaction with
5 Company's clients on a national scale, Employee's involvement in
6 show and exhibit planning for Company's clients, Employee's
7 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 ^{2 preliminary} 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
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~~ ^{if} serious questions are raised ^{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.”).

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

ORDER

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

14 IT IS FURTHER ORDERED that Shores shall be and hereby is restrained, enjoined, and
15 prohibited from soliciting or doing business with any person or entity that was a client of GES
16 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:

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[illegible]

IN THE SUPREME COURT OF THE STATE OF NEVADA

Global Experience Specialists, Inc.,

Respondent/Plaintiff,

vs.

Landon Shores,

Appellant/Defendant.

Case No.72716

**APPENDIX OF EXHIBITS TO APPELLANT LANDON SHORES'
MOTION TO STAY PRELIMINARY INJUNCTION PENDING APPEAL**

Appellant Landon Shores, by and through his attorneys, Mark M. Jones and Madison Zornes-Vela of Kemp, Jones & Coulthard, LLP, and pursuant to Nevada Rules of Appellate Procedure (“NRAP”) 8 and 27, hereby files this Appendix of Exhibits to his Motion to Stay Preliminary Injunction Pending Appeal, filed concurrently herewith:

Exhibit No.	Description
1	Map Figure Illustrating Limited Scope of GES’s National Presence
2	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Plaintiff’s Motion for Preliminary Injunction
3	Notice of Entry of Order Granting in Part Defendants’ Motion to Stay Enforcement of Preliminary Injunction Pending Appeal on Order Shortening Time
4	Defendant’s Motion to Stay Enforcement of Preliminary Injunction Pending Appeal on Order Shortening Time
5	Plaintiff’s Motion for Preliminary Injunction
6	Complaint
7	March 6, 2017 Hearing Transcript on Plaintiff’s Motion for Preliminary Injunction

8	Defendant's Opposition to Plaintiff's Motion for Preliminary Injunction
9	Reply in Support of Plaintiff's Motion for Preliminary Injunction
10	Notice of Appeal
11	Plaintiff's Opposition to Defendant's Motion to Stay Enforcement of Preliminary Injunction Pending Appeal on Order Shortening Time
12	March 30, 2017 Hearing Transcript on Defendant's Motion to Stay Enforcement of Preliminary Injunction Pending Appeal on Order Shortening Time

Dated this ____ day of April, 2017.

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IN THE SUPREME COURT OF THE STATE OF NEVADA

Global Experience Specialists, Inc.,

Respondent/Plaintiff,

vs.

Landon Shores,

Appellant/Defendant.

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Apr 10 2017 08:32 a.m.
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Case No.72716

**APPELLANT LANDON SHORES' MOTION TO STAY PRELIMINARY
INJUNCTION PENDING APPEAL**

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Appellant Landon Shores (“Shores”), by and through his attorneys, Mark M. Jones and Madison Zornes-Vela of Kemp, Jones & Coulthard, LLP, and pursuant to Nevada Rules of Appellate Procedure (“NRAP”) 8 and 27, hereby moves this Court for a stay of the district court’s Preliminary Injunction order pending the outcome of Shores’ appeal. This Motion is supported by the memorandum of points and authorities set forth below, the exhibits attached to the Appendix filed concurrently herewith, and the records of the district court.

INTRODUCTION

This case arises out of Respondent Global Experience Specialists, Inc.’s (“GES”) attempt to enforce a nationwide noncompete clause (the “Noncompete

Clause”) within a noncompete agreement against Shores, a prior employee. Shores is appealing the district court’s grant of a preliminary injunction against Shores pursuant to the Noncompete Clause because, under black-letter Nevada law, the Noncompete Clause is unreasonable and, therefore, unenforceable. Given this unenforceability and pursuant to the four factors present within NRAP 8(c), Shores submits that he is entitled to a stay of the Preliminary Injunction pending his appeal.

Under the first NRAP 8(c) factor, Shores is likely to prevail in his appeal because the Noncompete Clause is unenforceable under Nevada law. Specifically, the geographic scope of the Noncompete Clause is unreasonable as it spans the entire United States. It is well settled that a noncompete clause cannot restrict an employee from working in a territory in which the employer does not have established customers and goodwill, and noncompete agreements that are overbroad in geographic scope are unenforceable as a matter of law. *See Camco, Inc. v. Baker*, 113 Nev. 512, 520 (1997). GES’s evidence demonstrates that it has not contracted for any convention or trade show events in 17 of 50 states since December of 2015.¹ GES’s evidence further shows that it has a minimal presence in an additional 16 states, which is insufficient to establish the requisite customers and goodwill to support a ***statewide*** noncompete exclusion against Shores under *Camco*.² Thus, there are a total of 33 states (**66% of states in the United States**) in which GES cannot show the requisite established customers and goodwill. *See* Appendix of Exhibits, filed concurrently herewith (“App.”), Ex. 1 (Map Figure illustrating the limited scope of GES’s national presence). Quite simply, GES does not have the established customers and goodwill required to render a blanket nationwide noncompete clause reasonable

¹ The 17 states are Alaska, Arkansas, Connecticut, Delaware, Idaho, Kansas, Maine, Mississippi, Montana, New Hampshire, New Mexico, North Dakota, South Dakota, South Carolina, Vermont, West Virginia, and Wyoming.

² The 16 states are Alabama, Hawaii, Indiana, Iowa, Kentucky, Michigan, Missouri, Nebraska, New Jersey, North Carolina, Ohio, Oklahoma, Oregon, Rhode Island, Virginia, and Wisconsin.

as a matter of law. As argued more specifically below, the remaining NRAP 8(c) stay factors also weigh in favor of granting a stay.

A.

RELIEF SOUGHT

Appellant Shores seeks a stay of the Preliminary Injunction pending resolution of his appeal. *See* App., Ex. 2 (Order Granting Motion for Preliminary Injunction (the “Preliminary Injunction”)). Shores first requested a stay of the Preliminary Injunction before the district court, but the district court failed to afford the relief requested, issuing only a fifteen-day temporary stay of the Preliminary Injunction to permit Shores to seek the requested stay relief before this Court. *See* App., Ex. 3 (Order granting in part Defendant’s Motion to Stay Enforcement of Preliminary Injunction Pending Appeal on Order Shortening Time). Shores now moves this Court for an order staying the Preliminary Injunction pending the outcome of Shores’ appeal. *See* NRAP 8(a)(2)(A)(ii).

B.

STATEMENT OF FACTS

Shores began working for GES in 2013. App., Ex. 4 at Ex. A at ¶ 2. (Declaration of Landon Shores). Shores’ duties were to solicit show organizers to sign a contract with GES, a general services contractor that builds show floors for trade shows, conventions, and corporate events. *Id.* Shores signed the subject Confidentiality and Non-Competition Agreement (“Noncompete Agreement”) in or around September of 2016. App., Ex. 5 at Ex. 1-B. (Noncompete Agreement). The Noncompete Agreement purports to prevent Shores from indirectly or directly competing with GES for a period of 12 months after leaving GES, and states that “a geographical restriction on competitive employment **in the United States** . . . is reasonable and necessary to protect the company’s legitimate business interests.” *Id.* at § 1.6A (emphasis added).

Shores accepted a sales position with Freeman Expositions, Inc. (“Freeman”) in Anaheim, California on or around December 20, 2016. App., Ex. 4 at Ex. A at ¶ 6. Shores’ position with Freeman in a new geographical market is not competitive with his prior position at GES in Las Vegas, Nevada. *See id.* at ¶¶ 12, 14-22. Shores has not solicited GES customers since he left GES and has not used proprietary, confidential, or other trade secret information of GES to leverage a competitive advantage against GES in favor of Freeman *Id.* at ¶¶ 14-22.

GES filed its Complaint and Motion for Preliminary Injunction on January 31, 2017, and a hearing was held on March 6, 2017. App., Exs. 5-7. Shores filed his opposition to GES’s preliminary injunction motion on February 23, 2017. App., Ex. 8. In its Reply, GES finally provided its alleged supporting “evidence” by attaching a schedule of all events for which it had contracted from December of 2015 through the end of 2017. *See* App., Ex. 9 at Ex. 1-A. As discussed herein, it is this information, ***GES’s own information***, that underscores the unenforceability of the Noncompete Clause and forms the factual basis for this Motion.

This Court entered the Preliminary Injunction on March 23, 2017. App., Ex. 2. Shores filed a Notice of Appeal in the district court on March 24, 2017 and in this Court on April 3, 2017. App., Ex. 10. On March 27, 2017, Shores filed a Motion to Stay Enforcement of the Preliminary Injunction on Order Shortening Time. App., Ex. 4. GES filed its Opposition on March 28, 2017, and the hearing on the Motion was held March 30, 2017. App., Exs. 11-12. On April 6, 2017, the district court entered an order granting in part Shores’ Motion to Stay Enforcement of Preliminary Injunction, issuing only a temporary fifteen-day stay. App., Ex. 3.

C. LEGAL ARGUMENT

A. The NRAP 8(c) Factors Weigh in Favor of a Stay

This Court has the power to stay enforcement of the Preliminary Injunction while Shores' appeal is pending. *See* NRAP 8. Under NRAP 8(c), this Court generally considers four factors in determining whether to issue a stay: whether: (1) the appellant is likely to prevail on the merits; (2) the appellant will suffer irreparable or serious injury if the stay is denied; (3) the appellee will suffer irreparable or serious injury if the stay is granted; and (4) the object of the appeal will be defeated if the stay is denied. *See Hansen v. Eighth Jud. Dist. Ct.*, 116 Nev. 650, 657 (2000). Any one factor is not more important than the others; however, where "one or two factors are especially strong, they may counterbalance other weak factors." *See Mikohn Gaming Corp. v. McCrea*, 89 P.3d 36, 38 (Nev. 2004).

As demonstrated below, the foregoing NRAP 8(c) factors demonstrate that this Court must stay enforcement of the Preliminary Injunction pending a decision on Shores' appeal. Further and in the event this Court determines that a stay bond is required pursuant to NRAP 8(a)(2)(E), Shores would submit that a release of GES's bond would be appropriate security, or Shores would ask that this Court impose only a minimal bond in an amount of \$5,000, which is sufficient given that GES will be able to release its posted \$100,000 bond when the preliminary injunction is stayed.

1. Shores is likely to prevail on appeal because the Noncompete Clause is unreasonable and overbroad.

A district court's decision to grant or deny a preliminary injunction is reviewed for an abuse of discretion. *S.O.C., Inc. v. Mirage Casino-Hotel*, 117 Nev. 403, 407 (2001). A district court's determination of the facts will be set aside if clearly erroneous, but questions of law are reviewed de novo. *Id.* Here, because Shores' appeal is based on

the unreasonableness of the Noncompete Clause as a matter of law, the Preliminary Injunction will be reviewed under the de novo standard. *See id.*

Shores will likely prevail on appeal because the nationwide geographic scope of the Noncompete Clause is not reasonable and because GES does not have a protectable interest in a vast market Shores never developed on GES's behalf. *See Camco*, 113 Nev. at 518. “[B]ecause the loss of a person’s livelihood is a very serious matter,” noncompete agreements are subject to careful scrutiny and must not impose a greater burden than is required to protect an employer’s interest. *See id.* at 520.

The Noncompete Clause must be enforced as written and an unreasonable provision renders the entire Noncompete Agreement unenforceable. *See Golden Rd. Motor Inn, Inc. v. Islam*, 376 P.3d 151, 156 (Nev. 2016). The Noncompete Clause imposes a burden “greater than is required for the protection of the person for whose benefit the restraint is imposed” in at least two separate ways.³ *See Camco*, 113 Nev. at 518. First, GES failed to present evidence that it had established customers and goodwill throughout the United States to justify a nationwide prohibition on Shores’ future competitive employment. Second, even assuming GES could establish that it had established customers and goodwill in every state (which it has not done), GES failed to establish that it had a legitimate business interest in preventing Shores from working for a competitor in a market in which Shores had no previous contacts and developed no customers on behalf of GES.

First, Shores is likely to prevail on his appeal because GES has not established that it has customers and goodwill throughout the **entire** United States to justify a **nationwide** prohibition on Shores’ future competitive employment. *See Camco*, 113 Nev. at 520. In *Camco*, this Court determined that the subject noncompete provision

³ Shores also contends that the Noncompete Clause is unenforceable because it places a burden on him that is significantly greater than necessary to protect GES’s alleged interests. *See Hansen*, 83 Nev. at 191-92. However, in the interest of brevity, Shores reserves argument on this issue for his appellant’s brief.

was unreasonably broad in geographical scope because it was not limited to the territory in which the former employer has established customer contacts and goodwill. *Id.* at 519-20. In other words, where a noncompete term covers territory in which the employer does not have a protectable interest in the form of established customers and goodwill, it is unreasonable and cannot be enforced. *See id.*

GES did not establish in obtaining the Preliminary Injunction that it has a full 50 state territorial presence that it needs to protect against Shores' future competitive employment. *See App., Ex. 1.* In fact, GES's own evidence shows that GES has precisely zero customers and goodwill in **17 entire states** because GES has not signed a contract for a convention, trade show or event in these states since at least December 2015. These facts alone show the Noncompete Clause is grossly overbroad in its territorial scope and unenforceable as a matter of law. In addition, GES's evidence proves that it had a *de minimus* presence (contracting for 10 or fewer events) in an additional 16 states within the same time frame. GES's limited presence in only certain cities in these 16 states does not justify a noncompete restriction covering ***that entire state***. *See Hansen*, 83 Nev. at 193.

GES's non-presence, or minimal presence in at least 33 states means that GES does not have a legally protectable interest in **66%** of the United States. GES's Noncompete Clause is not just overbroad by a radius of 50 or 100 miles, but is unquestionably overbroad by at least 17 states, and arguably 33 states, consisting of thousands of square miles of territory across the entire United States. According to GES's own evidence the Noncompete Clause is unreasonable and cannot be enforced in Nevada as a matter of law.

Second, GES does not have a legitimate interest in prohibiting Shores from working for a competitor in any market that Shores did not develop or work in for GES. *See Martin v. Hawley*, 50 S.W.2d 1105, 1109 (Tex. Civ. App.- Dallas 1932)(forming a substantial basis for the Texas *Weatherford Oil* ruling this Court cited

favorably in *Camco*, 113 Nev. at 520, and holding that a noncompete covenant prohibiting the employee from working for a “competitive business,” without specifying a geographic scope was unreasonable because it was not limited to *territory where the employee had developed for the former employer*. See 50 S.W.2d at 1109.⁴).

As in *Martin*, the Noncompete Clause here is unreasonable because it prevents Shores from working in markets which he did not develop for GES. Specifically, GES does not have an interest in preventing Shores from freely working for Freeman in Los Angeles/Anaheim because Shores’ work in Los Angeles/Anaheim is not competitive with his prior work for GES in the Las Vegas event market. GES does not contend that Shores is soliciting his former customers or stealing confidential information or trade secrets. Thus, there is no need for GES to protect its Las Vegas client relationships any more than if Shores had stopped working in the industry altogether. Given these undisputed facts, GES cannot identify an **actual substantive** customer or business interest it has in preventing Shores: a) from working nationwide for a competitor; or b) more specifically, for Freeman in Los Angeles/Anaheim.

Shores is likely to prevail on the merits of the appeal because the Noncompete Clause within the Noncompete Agreement is unenforceable as a matter of law. Shores submits that this factor weighs heavily in favor of a stay of the Preliminary Injunction pending resolution of Shores’ appeal.

2. Refusal to stay the Preliminary Injunction would irreparably harm Shores.

“Irreparable harm is an injury for which compensatory damage is an inadequate remedy.” *Gilmore*, 351 P.3d at 723 (internal quotes omitted). Here, the irreparable

⁴ The court’s actual holding was, “We are of the opinion that the restrictive covenant in the contract forbids appellee from entering the same character of business either as employee, owner, or lessee in a territory in which the Electrified Water Company has elected or may elect to sell its product, regardless of whether the **activities of appellee had developed such territory for such company** during his connection therewith, and that such restrictive covenant is void on its face.” See *id.* (emphasis added).

harm to Shores is inflicted if he is forced to comply with an unenforceable noncompete restriction for its entire 12-month duration. Even if Shores prevails on appeal, the victory will be illusory because, absent a stay and with this Court's busy schedule and decision timetable, GES can likely force Shores to comply with the (unenforceable) Preliminary Injunction for its full duration.

Additionally, the Preliminary Injunction is an improper ***restraint of his chosen trade***, which prohibits Shores from practicing his particular set of work skills in the convention event sales industry, which is Shores' professional specialization and livelihood. The deprivation of Shores' right to perform his specialized job duties pursuant to an unenforceable Noncompete Clause is, in and of itself, irreparable injury to Shores.

3. GES will not suffer irreparable injury if the stay is granted and it has failed to prove any irreparable harm.

Conversely, GES failed to present evidence that it has or will suffer any irreparable harm if the national territorial scope of the Noncompete Clause is not enforced. GES simply has no nationwide territory or presence to protect. This failure causes the first stay factor—likelihood of prevailing on appeal—to greatly favor Shores because irreparable harm is a substantive element of the merits of GES's Preliminary Injunction motion.

Instead, GES relied entirely on the crutch of presumed harm and has presented no evidence of actual irreparable harm caused by Shores leaving GES to work for a competitor. In addition, Shores has demonstrated within his new employment that he was not soliciting or interacting with existing GES customers in the Los Angeles/Anaheim convention market and that was not using GES's confidential or proprietary information to gain a competitive advantage. ***GES did not refute these contentions.*** As GES failed to prove or show any tangible irreparable injury or harm it suffered because Shores left GES in the Las Vegas convention market to work for

Freeman in the Los Angeles/Anaheim convention market, it cannot show it would suffer irreparable injury in the event that this matter is stayed.

4. The object of Shores' appeal will be defeated without a stay.

Shores' appeal challenges the Preliminary Injunction, enforcing the nationwide Noncompete Clause, which bars Shores from working for any competitor in the same capacity he worked for GES for a 12-month period following his GES employment. The object of the appeal, to stop enforcement of the Preliminary Injunction, will be defeated if a stay is not ordered, because this Court's historically busy schedule suggests that Shores' appeal will likely not be resolved before the end of the 12-month noncompete obligation, thus rendering the appeal moot. Accordingly, it is highly probable that the object of Shores' appeal will be defeated absent a stay. This factor weighs heavily in Shores' favor.

**D.
CONCLUSION**

Shores respectfully requests that this Court issue an order staying enforcement of the Preliminary Injunction pending a decision on his appeal. In the event this Court determines that a bond is required pursuant to NRAP 8(a)(2)(E), Shores would respectfully request a release of GES's bond as appropriate security, or impose only a minimal bond in an amount of \$5,000, which is sufficient given that GES will be able to release its \$100,000 bond when the preliminary injunction is stayed.

Dated this 7th day of April, 2017.

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CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of April, 2017, the foregoing **APPELLANT LONDON SHORES' MOTION TO STAY PRELIMINARY INJUNCTION PENDING APPEAL** was filed electronically with the Nevada Supreme Court and served on all parties through the electronic service system

AND Via U.S. Mail to the following:

Thomas J. Tanksley
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The Honorable Mark Denton
Department 13
Regional Justice Center
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/s/ Angela Embrey
An employee of Kemp, Jones & Coulthard, LLP