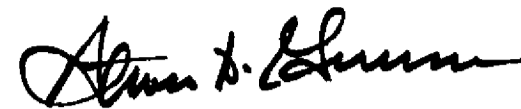


# **EXHIBIT C**



CLERK OF THE COURT

**NOTC**

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

*Attorneys for Plaintiff Global Experience Specialists, Inc.*

DISTRICT COURT

CLARK COUNTY, NEVADA

CASE NO.: A-17-750273-B

DEPT. NO.: XIII

**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 24<sup>th</sup> day of March, 2017.

JOLLEY URGA WOODBURY & LITTLE

By: 

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

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

CERTIFICATE OF SERVICE

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

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

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

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

  
An Employee of JOLLEY URGa WOODBURY & LITTLE

  
CLERK OF THE COURT

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

*Attorneys for Plaintiff Global Experience Specialists, Inc.*

DISTRICT COURT  
CLARK COUNTY, NEVADA

CASE NO.: A-17-750273-B

DEPT. NO.: XIII

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

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

GLOBAL EXPERIENCE SPECIALISTS,  
INC.,  
  
Plaintiff,  
  
vs.  
  
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 <sup>preliminary</sup> Findings of Fact and Conclusions of Law as follows:

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

RECEIVED

MAR 17 2017

DISTRICT COURT DEPT# 13

I.

PRELIMINARY FINDINGS OF FACT

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

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

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

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

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

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

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  
8 show operations, Employee's access to the contract, contact, show  
9 and event planning, and financial information of the Company's  
10 clients, as well as Employee's access to the Company's Proprietary  
11 Information, Confidential Records, and Trade Secrets regarding  
12 the foregoing, is reasonable and necessary to protect the  
13 Company's legitimate business interests.

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

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

25 7. In addition to containing provisions to protect GES' sensitive business  
26 information, GES requested that Shores execute the Agreement in order to provide GES with the  
27 ability to maintain its business following the termination of his employment. Those employees  
28 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 <sup>a reasonable likelihood of success on the merits of</sup> ~~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.

### <sup>2 preliminary</sup> CONCLUSIONS OF LAW

Based on the <sup>2 preliminary</sup> 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 <sup>by</sup> ~~“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. <sup>reasonable</sup>

9 26. As stated above, GES has shown a <sup>reasonable</sup> 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~~ <sup>if</sup> serious questions are raised <sup>by</sup> Shores’ <sup>is</sup> knowing<sup>2</sup> and intentionally<sup>2</sup>  
20 ~~acceptance~~ <sup>of</sup> 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. <sup>cf.</sup> *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 22<sup>nd</sup> day of March, 2017.

7  
8  
9  
DISTRICT COURT JUDGE

10 Submitted by:

11 JOLLEY URGALAW WOODBURY & LITTLE

12  
13 By:

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

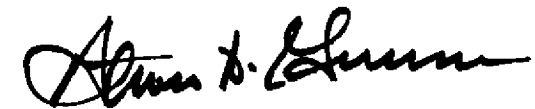
Approved as to form and content:

KEMP, JONES & COULTHARD, LLP

By:

MARK M. JONES, ESQ. #267  
DAVID T. BLAKE, ESQ. # 11059  
3800 Howard Hughes Pkwy., 17<sup>th</sup> Floor  
Las Vegas, NV 89169  
*Attorneys for Defendant*

# **EXHIBIT B**



CLERK OF THE COURT

**FFCO**

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

*Attorneys for Plaintiff Global Experience Specialists, Inc.*

DISTRICT COURT

CLARK COUNTY, NEVADA

**CASE NO.:** A-17-750273-B

**DEPT. NO.:** XIII

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

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

GLOBAL EXPERIENCE SPECIALISTS,  
INC.,

Plaintiff,

vs.

LANDON SHORES,

Defendants,

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

I.

PRELIMINARY FINDINGS OF FACT

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

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

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

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

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

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

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  
8 show operations, Employee's access to the contract, contact, show  
9 and event planning, and financial information of the Company's  
10 clients, as well as Employee's access to the Company's Proprietary  
11 Information, Confidential Records, and Trade Secrets regarding  
12 the foregoing, is reasonable and necessary to protect the  
13 Company's legitimate business interests.

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

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

25 7. In addition to containing provisions to protect GES' sensitive business  
26 information, GES requested that Shores execute the Agreement in order to provide GES with the  
27 ability to maintain its business following the termination of his employment. Those employees  
28 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 <sup>a reasonable likelihood of success on the merits of</sup> ~~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.

### <sup>2 preliminary</sup> CONCLUSIONS OF LAW

Based on the <sup>2 preliminary</sup> 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 <sup>by</sup> ~~“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 Televison 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. <sup>reasonable</sup>

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

18 27. Additionally, ~~GES satisfied its burden under the second portion of~~ *Rent-A-*  
19 *Center’s* ~~analysis because~~ serious questions are raised <sup>if</sup> by Shores’ <sup>2</sup> knowing<sup>2</sup> and intentionally<sup>2</sup>  
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. <sup>cf.</sup> *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.”).



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 22<sup>nd</sup> day of March, 2017.

7  
8  
9  
DISTRICT COURT JUDGE

10 Submitted by:

11 JOLLEY URGALAWYERS  
12 WOODBURY & LITTLE

13 By:

14 WILLIAM R. URGALAWYERS #1195  
15 DAVID J. MALLEY, ESQ. #3171  
16 330 S. Rampart Blvd., Suite 380  
17 Las Vegas, NV 89145  
18 Attorneys for Plaintiff

Approved as to form and content:

KEMP, JONES & COULTHARD, LLP

By:

MARK M. JONES, ESQ. #267  
DAVID T. BLAKE, ESQ. # 11059  
3800 Howard Hughes Pkwy., 17<sup>th</sup> Floor  
Las Vegas, NV 89169  
Attorneys for Defendant

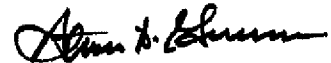
# EXHIBIT A

COMPB

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

Attorneys for Plaintiff Global Experience Specialists, Inc.

Electronically Filed  
01/30/2017 02:04:43 PM



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 30<sup>th</sup> day of January, 2017.

JOLLEY URGALAWYERS  
WOODBURY & LITTLELLP



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

IN THE SUPREME COURT OF THE STATE OF NEVADA

Global Experience Specialists, Inc.,

Respondent/Plaintiff,

vs.

Landon Shores,

Appellant/Defendant.

Case No.72716

Electronically Filed  
Apr 25 2017 11:38 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**DOCKETING  
STATEMENT CIVIL  
APPEALS**

**GENERAL INFORMATION**

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

**WARNING**

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

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

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

1. Judicial District: Eighth Department: XII  
County: Clark Judge: Hon. Mark Denton  
District Ct. Case No. A750273

**2. Attorney filing this docketing statement:**

Attorney: Mark M. Jones, Esq. (#267)  
Telephone: (702) 385-6000  
Firm Address: KEMP, JONES & COULTHARD, LLP  
3800 Howard Hughes Parkway, 17<sup>th</sup> Floor  
Las Vegas, Nevada 89169  
Client(s): Appellant Landon Shores

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

Attorneys: William R. Urga, Esq. and David Malley, Esq.  
Telephone: (702) 699-7500  
Firm Address: JOLLEY URGAL WOODBURY & LITTLE  
330 S. Rampart Blvd., Ste. 380  
Las Vegas, Nevada 89145  
Client: Respondent Global Experience Specialists, Inc.

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

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

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

- ☐ Child Custody  
☐ Venue

- ☐ Termination of parental rights

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

N/A

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

N/A

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

On January 31, 2017, Respondent Global Experience Specialists, Inc. (“GES”) filed a Complaint and Motion for Preliminary Injunction. The Complaint alleges causes of action for breach of contract, breach of the covenant of good faith and fair dealing, preliminary and permanent injunction, and unjust enrichment. The district court granted GES’s Motion for Preliminary Injunction and entered the Preliminary Injunction on March 23, 2017. Shores filed a Notice of Appeal in the district court on March 24, 2017. Appellant Shores now appeals the district court’s grant of the Preliminary Injunction.

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

Did the district court err in granting Respondent GES’s Motion for Preliminary Injunction because the subject noncompete clause is unreasonable and Appellant Shores enjoys a strong likelihood of success on the merits of his appeal.

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

Unknown.

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

☒ N/A

☐ Yes

☐ No,

If not, explain:

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

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

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

☐ A substantial issue of first impression

☐ An issue of public policy

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

☐ A ballot question

If so, explain: N/A.

**13. Assignment to the Court of Appeals or retained in the Supreme Court.**

Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstances that warrant retaining the case, and include an explanation of their importance or significance:

This matter is presumptively assigned to the Court of Appeals pursuant to NRAP 17(b)(7).

**14. Trial.** If this action proceeded to trial, how many days did the trial last? N/A

Was it a bench or jury trial? N/A

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No.

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment on order appealed from:** March 24, 2017.

**17. Date written notice of entry or order was served:** March 24, 2017.

Was service by:

☐ Delivery

☒ Mail/electronic/fax

**18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59):** N/A.

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

☐ NRCP 50(b)      Date of filing: \_\_\_\_\_

☐ NRCP 52(b)      Date of filing: \_\_\_\_\_

☐ NRCP 59      Date of filing: \_\_\_\_\_

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

(b) Date of entry of written order resolving tolling motion: N/A

(c) Date written notice of entry of order resolving tolling motion was served:  
N/A

Was service by:

☐ Delivery

☐ Mail/electronic/fax

**19. Date notice of appeal filed:** March 24, 2017.

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

N/A.

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

NRAP (4)(a)(1).

### **SUBSTANTIVE APPEALABILITY**

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

(a)

☐ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☒ NRAP 3A(b)(3)

☐ NRS 703.376

☐ Other (specify): \_\_\_\_\_

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

NRAP 3A(b)(3) permits an appeal to be taken from an order granting an injunction. Appellant Shores is appealing the district court's order granting a Preliminary Injunction in Respondent's favor.

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

(a) Parties: Landon Shores (Appellant); Global Experience Specialists, Inc. (Respondent)

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

N/A

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

(a) Respondent Global Experience Specialists, Inc. ("GES"): (1) Breach of contract (Noncompete Agreement); (2) Breach of the covenant of good faith and fair dealing (Noncompete Agreement); (3) Preliminary and permanent injunction; (4) Unjust enrichment; (5) Breach of contract (Exhibit Sales Incentive Plan/Acknowledgement agreement); and (6)

Breach of the covenant of good faith and fair dealing (Exhibit Sales Incentive Plan/Acknowledgement agreement). The district court entered an order granting GES's Motion for Preliminary Injunction on March 24, 2017. No disposition on remaining claims.

(b) Appellant Shores: N/A

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

- ☐ Yes
- ☒ No

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

(a) Specify the claims remaining pending below:

GES's claims for breach of contract (Noncompete Agreement), breach of the covenant of good faith and fair dealing (Noncompete Agreement), permanent injunction, unjust enrichment, breach of contract (Exhibit Sales Incentive Plan/Acknowledgement agreement) and breach of the covenant of good faith and fair dealing (Exhibit Sales Incentive Plan/Acknowledgement agreement) remain pending.

(b) Specify the parties remaining below:

Plaintiff/Respondent: Global Experience Specialists, Inc.

Defendant/Appellant: Landon Shores

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

- ☐ Yes
- ☒ No

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

District Court's Order granting Preliminary Injunction independently appealable under NRAP 3A(b)(3).

**27. Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, crossclaims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim counterclaims, crossclaims, and/or third-party claims asserted in the action
- Any other order challenged on appeal
- Notices of entry for each attached order

*See* Exhibits A-C, filed concurrently herewith.

**VERIFICATION**

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

Landon Shores

Mark M. Jones

\_\_\_\_\_  
Name of appellant

\_\_\_\_\_  
Name of counsel of record

April 24, 2017



\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of counsel of record

Nevada, Clark

\_\_\_\_\_  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 24<sup>th</sup> day of April, 2017, I served a copy of this completed docketing statement upon all counsel of record:

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

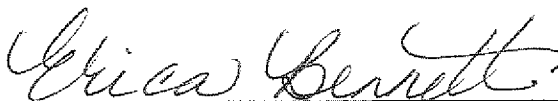
JOLLEY URGAL WOODBURY & LITTLE

William R. Urgal, Esq.

David J. Malley, Esq.

330 S. Rampart Blvd., Ste. 380

Las Vegas, Nevada 89145



An employee of Kemp, Jones & Coulthard, LLP