IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 72716

LANDON SHORES,
Appellant,

vs.

GLOBAL EXPERIENCE SPECIALISTS, INC.
Respondent.

Appeal

From the Eighth Judicial District Court of the State of Nevada
in and for the County of Clark.

The Honorable Mark Denton, District Judge
District Court Case No. A-17-750273-B

RESPONDENT'S ANSWERING BRIEF

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NRAP 26.1 Disclosure

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a) that must be disclosed:

Viad Corp.

These representations are made in order that Justices of this Court may evaluate possible disqualification or recusal.

The law firm of Jolley Urga Woodbury & Little is the only law firm whose partners or associates have or are expected to appear for Respondent.

DATED this 18th day of July, 2017.

JOLLEY URGA WOODBURY & LITTLE

/s/ David J. Malley

By: _____

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I. INTRODUCTION AND SUMMARY OF THE ARGUMENT

Based on the preliminary evidence presented to it in conjunction with Plaintiff/Respondent Global Experience Specialists' ("GES") Motion for Preliminary Injunction, the district court exercised its discretion to enforce a noncompete agreement against GES's former employee, Defendant/Appellant Landon Shores ("Shores"). In this appeal, Shores claims that the noncompete agreement is unenforceable because GES failed to present sufficient evidence at the preliminary injunction hearing that its nationwide geographic scope is reasonable. In doing so, Shores seeks to bypass the eventual trial on the merits and asks this Court to issue a decision on the ultimate question at issue. However, since Shores does not argue that the geographic scope of the noncompete agreement is unreasonable on its face, but rather only unreasonable based on the evidence of GES' nationwide presence so far introduced, the matter to be decided here is whether the district court abused its discretion when it determined that GES enjoyed a likelihood of success on the merits and entered preliminary injunctive relief. It did not.

All of Shores' arguments relate back to his claim that the geographic scope of the noncompete agreement is unreasonable. Shores claims that the agreement is unenforceable because the geographic scope is unenforceable. He claims that he would be unduly burdened by having to comply with an unenforceable agreement. And he claims that GES has not suffered irreparable harm, but that he would be

irreparably harmed by complying with an unenforceable agreement. As shown below, though, the district court did not err in its determination.

Shores was employed as a salesman for GES for over three years. During that time, Shores voluntarily executed two agreements containing covenants not to compete, including the final, operative agreement in September 2016. That final agreement was signed just months before he terminated his employment with GES in January 2017 and began working in a similar capacity for Freeman Expositions, Inc. ("Freeman"), a direct competitor to GES. GES therefore brought the present action to enforce the one year, nationwide restriction on Shores engaging in employment that is similar to the services he performed for GES.

In the course of seeking the preliminary injunction, GES presented evidence both that it was likely to succeed on the merits and that it would be irreparably harmed if injunctive relief was not granted. Among other things, GES presented evidence that it operated at locations throughout the United States at which it had customer contacts and created goodwill. GES further showed how Shores' position with GES resulted in him having a great deal of client contact such that he is likely to be associated with GES' goodwill in the minds of GES' clients. As a result, there is a serious threat to GES' goodwill and client relationships when Shores begins performing the same services for Freeman immediately after terminating his employment with GES. Thus, the district court did not err when it determined that

GES established that it would suffer irreparable harm if Shores' conduct was allowed to continue.

As is evident from his Opening Brief, Shores posits that the district court erred by granting a preliminary injunction, contending that the quantum of evidence GES presented was insufficient to justify enforcement of a nationwide geographic restriction. Specifically, Shores claims that in order for a nationwide geographic restriction to be enforceable, the proponent must establish a presence not only in all fifty states, but at multiple locations in each state. Shores claims that the noncompete is unenforceable here because GES only presented evidence at the preliminary injunction stage that it had a presence in thirty-three states. In making this argument, Shores makes an unsupportable leap. Rather than arguing that the evidence presented did not warrant imposition of a preliminary injunction, Shores jumps to the ultimate issue and argues that the preliminary evidence presented essentially mandates dismissal of the entire case. The posture of the case does not lend itself to this result.

The questions to be decided are whether any of the district court's factual findings are clearly erroneous and whether the district court abused its discretion in granting injunctive relief. Because substantial and sufficient evidence of GES' nationwide customer contacts and goodwill was presented to the district court, its factual findings in that regard were not clearly erroneous. Further, sufficient

evidence was presented that GES would suffer irreparable harm if Shores was not enjoined. Accordingly, the district court did not abuse its discretion by granting the requested injunctive relief. The ultimate issue of whether the noncompete agreement is enforceable and Shores' breach thereof remains to be determined at the trail on the merits following discovery on all matters in dispute. Therefore, this Court should affirm the decision below.

II. STATEMENT OF THE ISSUES PRESENTED FOR REVIEW

1. Covenants not to compete are enforceable in Nevada so long as they are reasonable as to duration, geographic area, and scope of prohibited activity. Among other requirements, a preliminary injunction may be granted to enjoin a breach of a covenant not to compete if the former employer can establish a reasonable likelihood of success on the merits. In order to obtain preliminary injunctive relief seeking to enforce a nationwide geographic restriction, must the former employer establish a certainty of ultimate success on the merits by complete and conclusive evidence that it has a presence at multiple locations in each of the fifty states, or may the district court rely on a lesser quantum of proof at that early stage of the proceedings?

2. The subject non-compete agreement prohibits Shores from performing services for a third party that are competitive with and/or similar to the services he provided for GES during the last twelve months of his employment with GES. Is

that prohibition sufficiently narrowly tailored to protect GES' legitimate business interests without imposing an undue burden on Shores?

3. Did the district court abuse its discretion by finding that GES presented sufficient evidence that it would suffer irreparable harm by Shores' conduct in performing the same services for Freeman that he performed for GES?

III. STATEMENT OF THE FACTS

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. Joint Appendix ("APP") 000022. From June 2013 until January 2017, Shores was an employee of GES, working first as a Sales Associate and later as a Sales Manager. APP000022-000024.

Shores' duties as Sales Manager for GES included (among many other duties) 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 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. APP000022. *See also* APP000066 ("My main duty at GES was to solicit show organizers to sign a contract with GES for their trade show or convention event.")

Shores signed non-compete agreements on two occasions during his employment with GES. Shores first signed one in September 2013 following his probationary period of employment. APP000022-000033. Shores signed a superseding Confidentiality and Non-Competition Agreement (the "Agreement") in September 2016 after he was promoted to Sales Manager and given an increase in salary. APP00022. The Agreement contains promises not to compete with GES, solicit or do business with GES's customers, or use GES's confidential business information and trade secrets. *Id.*, *see also* APP000035-000042.

Regarding his covenant not to compete, the Agreement provides that during his employment and for a period of 12 months following his employment, Shores would not "compete against [GES] . . . by performing services . . . on the behalf of any third party that are competitive with and/or similar to the services that Employee performed for [GES] during the last twelve (12) months of his/her employment with [GES]". APP000037. Regarding the geographic scope, the Agreement provides as follows:

> 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.

APP000038.[1] Shores does not contest that he personally worked with clients on shows throughout the United States during his employment with GES, including Las Vegas, Orlando, Chicago, Baltimore, Washington D.C., and San Diego. APP000066.

Despite the obligations and restrictions contained in the Agreement, Shores terminated his employment with GES in January 2017 and shortly thereafter began working for Freeman – a direct competitor of GES – doing the exact same type of

[1] 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. APP000038. Due to the serious injury GES would suffer if Shores were to abuse his trust and violate the above covenants, Shores expressly agreed that GES would be entitled to injunctive relief to enjoin any violation of Shores' agreement. APP000039.

work he did for GES. APP000024, APP000066-000070. Shores' job title at Freeman is Senior Business Development Manager, and his responsibilities include soliciting show organizers to sign a contract with Freeman for their trade show or convention event. APP000066-000070. Shores confirmed that the only real difference between the work he does for Freeman and the work he did for GES is that he now focuses on the Los Angeles/Anaheim market rather than Las Vegas. APP000067-000068. He further confirmed and that he generates leads and sales in the same manner for Freeman that he did for GES. APP000068-000069 (describing how he used information from the Las Vegas Convention and Visitors Authority to engage potential clients while employed with GES and how he uses information from the Los Angeles Convention and Exhibition Center Authority to engage potential clients for Freeman).

Based on Shores' conduct, GES filed the instant action seeking an injunction to preclude Shores' wrongful competition for the immediate twelve month period following termination of his employment with GES. In opposition, Shores claimed that the Agreement was unenforceable because the geographic scope was unreasonable.[2] APP000051-000054. Shores raised two arguments on this issue:

[2] In his Opposition, Shores never denied that he voluntarily and knowingly signed the Agreement, that the duration of the Agreement is reasonable, that the scope of the prohibited competitive conduct is reasonable, that he was aware of the restrictions in the Agreement when he accepted employment with Freeman, or that

First, that a nationwide restriction is overly broad on its face and therefore void as a matter of law,[3] and second, that GES failed to establish that it has "customers and good will in every **county**, **city**, and **town** within every **state** in the United States from Alaska to Wyoming, Washington to Florida, California to New York, not to mention Hawaii, the district [sic] of Columbia and arguably Puerto Rico, Guam, and the U.S. Virgin Islands." APP000053-000054 (emphasis in original).

In reply, GES presented caselaw from jurisdictions across the country holding that a nationwide geographic restriction in a non-compete agreement is not void as a matter of law. APP000073-000075. As to Shores' argument that the Agreement was wholly unenforceable because GES supposedly failed to establish *at the preliminary injunction* stage that it had customer contacts and good will in literally every town in America, GES first noted that its motion did address the issue directly, pointing out that Shores acknowledged GES' national and international presence in the Agreement. APP000072. GES then expressed its surprise that Shores would contend that GES did not operate throughout the

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the services he provides to Freeman are identical to those he provided to GES. *See generally* APP000045-000070.

[3] Shores appears to have abandoned this argument on appeal as it was not raised in his Opening Brief.

country given his status as a former employee with knowledge of GES' operations and his own admission of doing work for GES throughout the country.[4]

Addressing the issue further, GES attached declarations and exhibits showing that since December 2015, GES operated in at least 119 different cities in 33 states plus Washington D.C. and Puerto Rico. APP000072, APP000083-000161. Those various states and cities stretched throughout the continental United States, plus Hawaii and Puerto Rico, and from California to New York, Washington to Georgia, and Michigan to Texas. APP000155-000161. Given the preliminary stage of the proceedings, this evidence was not intended to establish all locations where GES has ever done business – a matter more appropriately reserved for trial. Rather, the evidence was introduced to establish the broad scope of GES' presence in a snapshot in time, and was not introduced to show the only places GES had ever done business. GES also pointed out that there were no cases standing for the proposition that a nationwide restriction is only reasonable and enforceable upon proof of operations in every county, city, town, and state in America. APP000073.

[4] "As a former employee of GES who admittedly worked with GES clients on shows throughout the United States, 'including Orlando, Chicago, Baltimore, Washington D.C., and San Diego', it is nearly inconceivable that Shores would content that GES did not operate on a national basis in the trade show industry." APP000072. The district court likewise questioned Shores' counsel on this point: "Let me ask you a question. Mr. Shores went to work for a company named Global Experience Specialists, Inc. Right?" APP000181, lines 14-16.

In its preliminary findings of fact, the district court found that GES operates on a national scale and therefore enjoyed a reasonable likelihood of success on the merits. APP00193. The court further concluded that GES demonstrated that it would suffer irreparable harm due to Shores' competitive conduct based on the fact that he is actively marketing to customers in competition with GES, that the services he performs for Freeman are the same as those he did for GES, and that GES suffers an unfair disadvantage when Shores takes advantage of the customer relationships developed during his employment with GES on behalf of Freeman. APP00196. Accordingly, the district court issued its Findings of Fact, Conclusions of Law, and Order Granting Motion for Preliminary Injunction (the "Preliminary Injunction") enjoining Shores from soliciting clients of GES and wrongfully competing with GES for twelve months beginning January 1, 2017. APP000189-000198. The Preliminary Injunction is specific as to the tasks Shores is temporarily prohibited from engaging in:

> 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.

APP000197. Shores then filed his Notice of Appeal. APP000211-000212.

IV. ARGUMENT

A. This Court Should Not Overturn The Preliminary Injunction Because The District Court Did Not Abuse Its Discretion.

1. Standard of review

In *S.O.C., Inc. v. Mirage Casino-Hotel*, 117 Nev. 403, 407, 23 P.3d 243, 246 (2001), this Court held that the decision to grant a preliminary injunction is within the sound discretion of the district court and will not be disturbed absent abuse, findings of fact will not be set aside unless clearly erroneous, and questions of law are reviewed de novo. Applying the same standards, the Ninth Circuit Court of Appeals has stated, "As long as the district court got the law right, it will not be reversed simply because [we] would have arrived at a different result if [we] had applied the law to the facts of the case." *A&M Records, Inc. v. Napster, Inc.*, 284 F.3d 1091, 1096 (9th Cir. 2002).

As a consequence of the broad discretion the district court enjoys in this regard, this Court's long-held general rule is that it will not overturn the lower court's

ruling on a preliminary injunction. *Dixon v. Thatcher*, 103 Nev. 414, 417, 742 P.2d 1029, 1031 (1987) (reversing the district court's *denial* of the request for preliminary injunction), *Nevada Escrow Service, Inc. v. Crockett*, 91 Nev. 201, 202-03, 533 P.2d 471, 472 (1975) (same).

Here, as shown below and in the record, the district court's findings of fact were not clearly erroneous but were supported by substantial evidence. Thus, the district court acted well within its discretion when it granted the Preliminary Injunction. And, because the district court was correct on the law, this Court should not reverse the Preliminary Injunction on the basis that it would have arrived at a different result if it were to apply the law to the facts.

2. The district court was entitled to rely on preliminary evidence when granting the Preliminary Injunction

This Court's general rule not to overturn a district court's determination in the matter of a preliminary injunction recognizes that preliminary injunctive relief is often entered on less-than-complete evidence. For example, in *Crockett*, this Court reversed the district court's denial of the plaintiff's request for a preliminary injunction. 91 Nev. at 203, 533 P.2d at 472. In that case, the plaintiff sought an injunction to halt a foreclosure sale. *Id.* at 202, 533 P.2d at 472. The district court determined that money damages would be an adequate remedy and therefore denied the preliminary injunction. *Id.* On appeal, this Court held:

> It is unusual when this court will overturn the determination of the trial court in the matter of a preliminary injunction but in this instance we feel compelled to do so. ***The central issue probably will be*** whether or not Acro was the agent of the Crocketts. For the purpose of a preliminary injunction to halt a threatened foreclosure on the property that is the subject of the proposed purchase and about which the litigation arose a prima facie showing of agency of Acro to the Crocketts need only be shown. ***What the total factual pattern is, of course, is left to be developed at the trial***. . . ***Taking into consideration the several principles of law that probably will be involved by the time this matter is finally resolved*** it is the opinion of this court that the preliminary injunction enjoining the foreclosure on the deeds of trust should issue. In this instance the equitable remedy is so far superior that the legal remedy may be rendered inadequate.

Id. at 203, 533 P.2d 472 (emphasis added).

That preliminary injunctions may be entered on preliminary and often incomplete information was also discussed in *Hansen v. Edwards*, 83 Nev. 189, 426 P.2d 792 (1967). There, the district court granted a preliminary injunction precluding a doctor from competing with his former employer. *Id.* at 191, 426 P.2d at 793. This Court affirmed the entry of the preliminary injunction. *Id.* at 193, 426 P.2d at 794. In so ruling, the majority recognized that the trial court only decided that the covenant not to compete was valid and reserved the question of reasonableness for a trial on the merits. *Id.* Nevertheless, the Court elected to modify the injunction based on its determination that the trial court record was complete, thus justifying this Court's modification of the time restriction from

essentially unlimited to one year, and the geographic limitations from 100 miles of Reno to the Reno city limits. *Id.*

Justice Collins' concurrence in part and dissent in part is instructive on the matter at issue here. Justice Collins agreed that issuance of the preliminary injunction was proper, but disagreed with the majority's decision to make a final adjudication on the reasonableness of the covenant in such an interlocutory appeal. He stated:

> However, I do not agree that a review of the record of the hearing pertaining to the granting of the injunction now permits us to fix, as a matter of law, the reasonableness of the restraint either as to time or space. This appeal is from the propriety of the granting of the injunction, not a determination of the reasonableness of the covenant on the merits of the entire controversy. . . .
>
> We should decide, in my opinion, only that covenants in restraint of trade are not ipso facto void in Nevada under our existing general principles of law. Therefore, the granting of the preliminary injunction pending a determination on the merits was within the lower court's discretion. . . .
>
> The reasonableness of the restraint as to time requires a further factual consideration in this case which is not within our province to make initially. . . I feel that the court is departing from its proper role in fixing at this state of the proceedings the operative limits of time and space of the covenant in the contract.
>
> The court is not just modifying the preliminary injunction pending trial on the merits, for some reasonable, compelling purpose . . . but is making final adjudication of the matter, on both fact and law.

Id. at 193, 426 P.2d 794-95 (internal citations omitted). In this appeal, Shores asks this Court to do exactly what Justice Collins advised against doing – making a final adjudication of the facts and the law on an interlocutory appeal of a preliminary injunction.

3. It would have been inappropriate for the district court to find as a matter of law that the Agreement was unenforceable

As noted above, Shores does not argue that the nationwide geographic scope of the Agreement is unreasonable as a matter of law. Instead, he argues that the district court was required to find that GES does not have a national presence. As a result, Shores contends that the district court erred and that this Court must find the Agreement unenforceable based on the evidence thus far presented.

Numerous courts, including the United States Supreme Court, have recognized that a final ruling on the merits of the dispute is inappropriate at the preliminary injunction stage because the evidence is not as complete as it would be at a trial on the merits.[5] *See Arce v. Douglas*, 793 F.3d 968, 976 (9th Cir. 2015) (recognizing that "it is unlikely that the merits of a claim will be fully ventilated at the early stage of a litigation at which a preliminary injunction is normally

[5] Neither party here requested that the preliminary injunction proceeding be consolidated with a trial on the merits as permitted by NRCP 65(a)(2). *See also* APP000264-000265 (recognizing that no request to consolidate with a trial on the merits or hold an evidentiary hearing had been made).

addressed" and holding that the district court erred by converting the preliminary injunction motion into a basis to grant summary judgment.); *Ciena Corp. v. Jarrard*, 203 F.3d 312, 324 (4th Cir. 2000) ("The district court here did not err in concluding, *as a preliminary matter*, that the noncompetition agreement in this case was reasonable, at least until Jarrard advances facts to show otherwise. . . While this issue will ultimately be developed through further proceedings, the district court did not err in concluding at this stage that CIENA had the better case on the merits.").

The U.S. Supreme Court has held similarly:

> The purpose of a preliminary injunction is merely to preserve the relative positions of the parties until a trial on the merits can be held. Given this limited purpose, and given the haste that is often necessary if those positions are to be preserved, a preliminary injunction is customarily granted on the basis of procedures that are less formal and evidence that is less complete than in a trial on the merits. ***A party thus is not required to prove his case in full at a preliminary-injunction hearing . . . . and the findings of fact and conclusions of law made by a court granting a preliminary injunction are not binding at trial on the merits . . . . In light of these considerations, it is generally inappropriate for a federal court at the preliminary-injunction stage to give a final judgment on the merits.***

Univ. of Texas v. Camenisch, 451 U.S. 390, 395 (1981) (internal citations omitted) (emphasis added).

Despite this authority, Shores argues that the geographic scope of the employment restriction is unreasonable and, therefore, the Agreement is unenforceable based on the evidence so far presented to the district court. Shores'

argument in this regard goes to the ultimate issue of enforceability as opposed to whether sufficient evidence has been presented to support a preliminary injunction. The evidence presented thus far need not have established the ultimate issue of reasonableness (though GES believes it does), but instead needed only be sufficient to show a likelihood (and not necessarily a guarantee) of success on the merits.

4. The district court did not rely on an incorrect legal standard

Citing authority from this Court, Shores claims that the district court misapplied the law when it granted the Preliminary Injunction. Shores begins by citing *Hansen*, *Jones v. Deeter*, 112 Nev. 291, 913 P.2d 1272 (1996), and *Golden Rd. Motor Inn, Inc. v. Islam*, 132 Nev. Adv. Op. 49, 376 P.3d 151 (2016). None of those cases mandate a different result here. Notably, each of those cases was decided either after trial or on motion for summary judgment or upon a determination by this Court that record on the interlocutory appeal was complete. *See Hansen* ("a review of the record permits the conclusion that nothing more can be added than is presently known that would affect a determination of that question [reasonableness]."), *Jones* (reversing summary judgment entered finding that a covenant not to compete was reasonable), *Golden Rd.* (affirming district court's decision made after trial that the noncompete agreement was unreasonable; this decision was also made despite the court earlier granting a preliminary injunction enforcing the agreement).

The determinations of reasonableness and enforceability in those cases were made after a full record was presented to the district court (and this Court). Here, on the other hand, Shores asks this Court to make the same determination when no discovery has been done, only preliminary evidence has been provided, and no final adjudication has been made. Indeed, the district court itself recognized that its factual findings were preliminary. APP000190 (where the district court itself interlineated the word "PRELIMINARY" before "FINDINGS OF FACT").

In further support of his argument, Shores posits that *Camco, Inc. v. Baker*, 113 Nev. 512, 936 P.2d 829 (1997) directly contradicts the authority relied on by the district court in the Preliminary Injunction. Opening Brief, page 17. Shores further claims that the district court relied solely on the nationwide nature of GES' business when it granted the Preliminary Injunction. Opening Brief, page 17. Neither of Shores' contentions are accurate.

In *Camco*, this Court held that a geographic restriction is reasonable if it is limited to the territory in which the former employer established customer contacts and good will. *Id.* at 520, 936 P.2d at 833-34. Because the agreement at issue there applied to areas that were the "target of a corporate plan for expansion," this Court was able to determine *as a matter of law* at the preliminary injunction stage that the geographic scope of the non-compete was unreasonable because it applied to areas that the employer had admittedly not yet ventured into. *Id.*

Here, because Shores does not claim that the geographic scope of the Agreement is unreasonable on its face, it would be error to rely on *Camco* to support his contention that this Court should find the Agreement to be unreasonable and against Nevada's public policy at this stage of the proceedings. *See* Opening Brief, page 20.

Moreover, the rule announced in *Camco* that a geographic scope is reasonable if limited to those areas in which the employer established customer contacts and good will is in line with the cases cited in the Preliminary Injunction that enforced nationwide geographic restrictions based on the former employer's having established a nationwide presence. APP000194-000195, ¶ 22 and cases cited therein, including *Marshall v. Gore*, 506 So. 2d 91 (Fla. Dist. Ct. App. 1987) ("The evidence is sufficient to warrant the nationwide scope since appellee had sold forty-two software programs to dairies in Pennsylvania, Iowa, Wisconsin, Ohio, Vermont, Missouri and Oregon. It also advertised in a nationwide dairy publication."); *Aspen Mktg. Servs., Inc. v. Russell*, No. 09 C 2864, 2009 WL 4674061 (N.D. Ill. Dec. 3, 2009) ("Accepting these allegations as true [that plaintiff developed exhibits and displays that toured events in approximately 40 states], the court finds that the [nationwide] geographic limitation in plaintiff's noncompete restrictive covenant is not *per se* unreasonable because plaintiff's mobile and interactive exhibits are displayed throughout the county.").

Those cases did not rely solely on the nature of the employer's business, and the district court here did not rely solely on the nationwide nature of GES' business. Instead, while recognizing that the nature of the employer's business is a relevant consideration, the district court and the courts in the cases cited in the Preliminary Injunction looked at the areas where the employer established customer contacts and good will. *See Marshall* (nationwide presence affirmed upon proof of doing business in 7 states and advertising in a nationwide trade publication), *Aspen Mktg.*, (developing trade show exhibits that toured 40 states). These cases do not conflict with *Camco*.

5. Substantial evidence supports the district court's decision to enforce the nationwide geographic restriction

At its core, Shores' argument comes down to the meaning of "throughout the United States." The Agreement provides that Shores acknowledges that GES "has customer and vendor accounts throughout the United States" and, therefore, that a geographical restriction on competitive employment in the United States is reasonable. APP000038. Shores contends that GES was required to establish that it had customer contacts in each of the fifty United States in order to prove a presence "throughout the United States." But Shores has never cited any authority for that proposition.

Rather, courts throughout the country have held employers to have a nationwide presence when the preliminary evidence does not establish contacts in all fifty states. *See Marshall*, 506 So. 2d 91 (a presence in seven states), *Aspen Mktg. Servs., Inc.*, 2009 WL 4674061 (nationwide restriction enforced upon a showing of having done business in forty states). *See also Gorman Pub. Co. v. Stillman*, 516 F. Supp. 98, 104 (N.D. Ill. 1980) ("[T]he fact that the covenant applied nationwide was justified by the nationwide nature of Gorman's business."); *Superior Consulting Co. v. Walling*, 851 F. Supp. 839, 847 (E.D. Mich. 1994) ("SCC does business in forty-three states and a number of foreign nations. The unlimited geographic scope of the non-competition provision here was therefore not unreasonable."); *Convergys Corp. v. Wellman*, No. 1:07-CV-509, 2007 WL 4248202, at *7 (S.D. Ohio Nov. 30, 2007) (concluding a geographically restrictive covenant that included the United States, Canada, the Philippines, India, the United Kingdom, and Europe to be reasonable given the nearly global scope of the employers' operations); *Scholastic Funding Grp., LLC v. Kimble*, No. CIV A 07-557 JLL, 2007 WL 1231795, at *5 (D.N.J. Apr. 24, 2007) ("[T]he Court does not find the lack of geographic limitation on the Non-Compete Provision unreasonable. Since the telemarketing industry is broad-ranging in its scope by the nature of its business (placing nationwide telephone calls), the geographic scope of the covenant, or lack thereof, is likely a reasonable restriction."), *W. Publ'g Corp. v. Stanley*, No. CIV. 03-5832 (JRT/FLN, 2004 WL

73590, at *10 (D. Minn. Jan. 7, 2004) ("Although there is no geographic limitation on the [non-compete] provision, this is nonetheless reasonable in light of the national, and indeed international, nature of internet business."); *Sigma Chem. Co. v. Harris*, 586 F. Supp. 704, 710 (E.D. Mo. 1984) ("There is no requirement that a restrictive covenant have some geographic limit to be valid. The requirement is that the geographic scope be reasonable. In this case, worldwide application of the restrictive covenant is necessary to protect Sigma's interests.").

Shores' reliance on geo-political boundaries is simply not supported in the law.[6] This is especially so when GES presented evidence that since December 2015 (just a small period of Shores' employment), GES operated in at least 33 states, plus the District of Columbia and Puerto Rico. APP000072-000073, APP000155-000161. This includes customer contacts in at least 119 different cities, at over 1,500 events, including at least 280 in California and 18 in Anaheim where Shores now competes with GES. APP000083-000153. In that short time frame, GES operated from coast to coast, north to south, and points in between. There can be no doubt that during that small period of time, GES operated "throughout" the United States.

[6] Indeed, Shores' argument, taken to its logical conclusion, is that the proponent of any geographic restriction, whether it be nationwide, statewide, citywide, or based on a distance radius, must establish customer contacts and good will at literally all points, including every street corner, throughout the restricted area. There is no authority to support such an unreasonable burden of proof.

Shores appears to conflate the issues of reasonableness determined on the face of the restriction with those whose reasonableness may only be determined after consideration of the evidence. In other words, there are certain restrictions, such as the one in *Camco*, that are facially invalid because they extend to areas where the employer had not established customer contacts or good will (in that case it was areas that were the target for a corporate plan for extension). There are other restrictions that are facially valid but where the employer is unable to establish that the geographic scope was sufficiently limited to those areas necessary to protect its legitimate interest (similar to the situation in *Hansen* where the geographic scope of the injunction was modified on appeal).

Here, however, Shores claims that the Agreement is "grossly overbroad and unenforceable as a matter of law" because GES' preliminary evidence showed customer contacts in fewer than all fifty states. Opening Brief, page 19. Stated differently, Shores claims that the geographic restriction must be invalidated as a matter of law at the beginning of this case based on the quantum of evidence presented at the preliminary injunction hearing. By making this argument, Shores necessarily concedes that the determination of reasonableness here depends on a review of the facts – a determination best left to the district court. As already stated at length, the district court's factual determinations will not be set aside unless clearly erroneous, *S.O.C., Inc.*, 117 Nev. at 407, 23 P.3d at 246, and this Court should

not reverse simply because it may have arrived at a different result if it applied the law to the facts. *A&M Records, Inc.*, 284 F.3d at 1096.

The preliminary evidence of customer contacts presented thus far is sufficient to support the district court's factual findings. At the eventual trial on the merits, both GES and Shores will have a greater opportunity to present complete evidence on the reasonableness of the geographic restriction. This would include all locations where GES has developed customer contacts as opposed to the evidence so far presented. At a minimum, the evidence presented at trial would not establish *fewer* customer contacts than already presented in this case. The issue at this stage, however, was not whether GES was absolutely certain to succeed on the merits – it was whether GES was likely to succeed on the merits. The district court did not abuse its discretion when deciding that GES had a reasonable likelihood of success on the merits.[7]

B. The Agreement Is No Broader Than Necessary To Protect GES' Legitimate Business Interests

Shores claims that the Agreement is broader than necessary to protect GES' actual business interests "because GES has no **actual substantive** business interest

[7] Of course, when fashioning the relief given in the Preliminary Injunction, the district court provided protection for Shores by ordering that GES post a $100,000 bond, which reflects the high end of what was represented to be Shores' annual salary. APP000180, lines 17-22, APP000198.

in preventing Shores from providing services similar to those he performed at GES for a company that does not compete in any way with GES." Opening Brief, page 21. But by definition, if Shores is performing the same work he did for GES (soliciting show organizers to sign a contract with GES for a trade show or convention) for a different employer, that different employer competes with GES. And, of course, Shores has never contested that his new employer, Freeman, is a competitor to GES.

Shores further posits that the Agreement, as written, precludes Shores from working in a state where GES has no presence. *Id.* This argument ignores that by signing the Agreement, Shores acknowledged the nationwide (and international) nature of GES' business, that he would be involved in vendor and customer accounts throughout the United States, and that he would interact with clients on a national scale. APP000038.

Shores' attempt to analogize this case to *Golden Rd.* is unavailing. In that case, this Court reaffirmed that in order to be enforceable, a covenant not to compete's restrictions on duration, geographic scope, and type of prohibited activity must be reasonable. 376 P.3d at 155. The Court found that the subject agreement's prohibition on all types of employment with gaming establishments was overbroad and unreasonable because it would operate to preclude the subject employee – a

casino host – from even being employed as a custodian for a competitor. *Id.* at 155-56.

Here, however, the Agreement is much more narrowly tailored than the one at issue in *Golden Rd.* The Agreement provides that Shores would not "compete against [GES] . . . by performing services . . . on the behalf of any third party that are competitive with and/or similar to the services that Employee performed for [GES] during the last twelve (12) months of his/her employment with [GES]". APP000037. In fact, GES acknowledged that Shores was free to work for Freeman – a direct competitor – so long as Shores was employed in a position where he was not performing for Freeman the same services he performed for GES. APP000077-000078 (stating that Shores "could work for Freeman in any other noncompetitive position for 12 months, after which he would no longer be subject to the non-compete covenant."). Indeed, the Preliminary Injunction does not preclude Shores' employment with Freeman so long as he is not providing the same services to Freeman that he provided to GES. APP000197, APP000185 (the district court stated "He can still work for Freeman. . . .")

It appears that Shores' argument actually is simply that since he concludes that the geographic scope is unreasonable, any attempted restriction on the type of prohibited activity is also automatically unreasonable. This is nothing but circular logic. To be sure, *Golden Rd.* holds that an unreasonable restriction as to duration,

geographic scope, or prohibited activity renders the noncompete agreement wholly unenforceable. 376 P.3d at 156. But other than concluding that the scope of prohibited activity in the Agreement is unreasonable, Shores does not actually offer any reasons why that is so independent of his conclusion that the geographic scope is unreasonable. Stated differently, Shores does not show how the scope of prohibited conduct is unreasonable assuming the geographic scope was reasonable. And, of course, Shores' entire argument about performing services for a company in Maine is completely hypothetical and ignores the reality that he admittedly did work for GES customers in Southern California – the same place he now works for Freeman. APP000066-000070.

The Agreement only prevents Shores from performing the same services he performed while at GES for a new employer such as Freeman. The Agreement does not prevent Shores from being employed by Freeman in any other capacity. Accordingly, the Agreement is appropriately and narrowly tailored to protect GES' legitimate business interests.

C. The Agreement Does Not Place An Undue Burden On Shores

As noted above, the Agreement prevents Shores from performing specified services for a period of twelve months in the United States. Shores was aware of this restriction when he signed the Agreement, he was aware of it when he voluntarily terminated his employment with GES, and he was aware of it when he

immediately thereafter accepted a position performing the same services for Freeman. APP000022-000024, APP000066-000070.

Shores' argument that the Agreement's effect is unduly burdensome is twofold. First, Shores repeats the circular argument that it would be unduly burdensome for him to comply with the Agreement because it is unenforceable due to its unreasonable geographic scope. Second, Shores contends that it is unduly burdensome because the only option left for him to remain in his chosen profession is to work outside the United States. Opening Brief, page 22.

As to the first issue, as set forth above, the geographic scope is not unreasonable. At a minimum, the district court was presented with sufficient evidence to preliminarily find that the Agreement is enforceable. The district court's factual findings on this issue were not clearly erroneous, and the decision to enter the Preliminary Injunction was not an abuse of discretion. *S.O.C., Inc.*, 117 Nev. at 407, 23 P.3d at 246.

As to the second issue, both this Court and the Nevada Legislature have determined that noncompete agreements are enforceable in Nevada. *See Golden Rd.*, 376 P.3d at 155 (recognizing that noncompete agreements are enforceable so long as they meet the tests for reasonableness); NRS 613.200(4) (providing that

agreements to restrict employment upon termination are permissible if they are supported by valuable consideration and reasonable in scope and duration).[8]

Shores' argument is that being restrained from temporarily remaining in his chosen profession is itself unduly burdensome. If this argument is accepted, then every noncompete agreement would be invalidated upon a claim by the employee of an inability to work. But this Court and the Legislature would have never permitted these types of agreements if that were the case. Thus, the test is not whether the ex-employee will be burdened *at all*, but whether the restraint is an *undue* burden.

The court in *Basicomputer Corp. v. Scott*, 791 F. Supp. 1280, 1289 (N.D. Ohio 1991) addressed this distinction and recognized that "any person who is prevented from practicing his profession for a period of time in an area in which it has been practiced, suffers some hardship." The court went on to hold, however, that the test requires more than "just some hardship", and that the test is whether the restriction is *unduly* harsh which "requires excessive severity." *Id.*

[8] Notably, both the Assembly and Senate considered legislation in the 2017 Session that would have considerably limited the reach of noncompete agreements. Assembly Bill 149 proposed to limit the duration of noncompete agreements to three months. Senate Bill 222 proposed to render noncompete agreements void unless, among other things, the employee had access to a protectable interest of the employer, required that it be disclosed to the employee before he or she acted in reliance on an offer of employment, and limited its duration to no longer than one year. Both measures failed.

Shores fails to show how the restraint is unduly harsh. Instead, he improperly claims that enforcing the Agreement would put him out of work completely, force him to change his profession, or work outside of the United States. But as stated, he could continue to work in the industry, and even for his current employer, though in a different capacity. This is not an unusual scenario. In *Trans-Am. Collections, Inc. v. Cont'l Account Servicing House, Inc.*, 342 F. Supp. 1303, 1306 (D. Utah 1972), the court enforced a nationwide noncompete agreement against a salesperson, holding, "Simpson was merely restrained for two years from competing in the flat-rate account collection letter business in the United States. That is not an unreasonable restriction on his right to employment since he is a career salesman with skills and experience that can be effectively applied in the sale of another service or product."

This is similar to the result in both *Ellis* and *Hansen*, which enforced restrictions on the respective physicians' right to practice. Dr. Ellis was restrained from engaging in the general practice of medicine, but not orthopedic surgery. 95 Nev. at 459, 596 P.2d at 225. Dr. Hansen was restrained from practicing in the field of surgical chiropody within the City of Reno for one year. 83 Nev. at 193, 426 P.2d at 794.[9] Certainly, the public policy in this state is not, as Shores contends, that

[9] As this Court in *Golden Rd.* pointed out, the posture of *Ellis* and *Hansen* (appeals from orders granting preliminary injunctions) meant that the thing being modified by the Court was the preliminary injunction and not the employment contract. As a

temporary restrictions on the right to engage in a chosen profession are unduly burdensome on the employee.

Other courts also routinely enforce non-compete provisions that prevent a former employee from taking the same position with a new employer. *See, e.g.*, *Nationwide Mut. Ins. Co. v. Cornutt*, 907 F.2d 1085, 1090 (11th Cir. 1990) (holding that the district court's determination that enforcement of the non-compete against the former employee would work an undue burden was in error); *Retina Services, Ltd. v. Garoon*, 538 N.E.2d 651 (Ill. 1989) (reversing the lower court's denial of a preliminary injunction and requiring the lower court to grant injunctive relief for the former employer, preventing the former employee from working in the medical field over a two-year period); *Tyler v. Eufaula Tribune Pub. Co., Inc.*, 500 So. 2d 1005 (Ala. 1986) (affirming the lower court's entry of an injunction against the former employee, enforcing a two-year restriction preventing the employee from engaging in similar bookkeeping, advertising, and photography duties the employee had performed for the former employer).

Accordingly, enforcement of the Agreement does not impose an undue burden on Shores.

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result, the modifications did not run afoul of the policy against blue penciling. *Golden Rd.*, 376 P.3d at 156.

D. The District Court Did Not Err In Finding That GES Would Suffer Irreparable Harm If Shores Was Not Enjoined

It is uncontradicted that Shores is performing services for Freeman that are the same as those he provided to GES, that he is performing those services in southern California where both Freeman and GES have customer contacts and good will, that Shores himself worked with customers on shows in southern California during his employment with GES, and that Shores began performing those services for Freeman within weeks of terminating his employment with GES. APP000022-000024, APP000066-000070. As noted above, his duties while employed with GES included representing GES to trade show management, exhibitors, association executives, convention managers, convention bureau staff, hotels and conference centers and subcontractors in order to create goodwill and secure business. APP000022. Shores claims that the district court's erred in finding that his performance of those same duties for GES' competitor established that it would suffer irreparable harm if Shores was not enjoined.

In support of his argument, Shores concludes that GES improperly relied "on the crutch of presumed harm", citing *Excellence Cmty. Mgmt. v. Gilmore*, 351 P.3d 720, 725 (Nev. 2015). In that case, based on disputed evidence this Court held that the district court's findings on irreparable harm were not clearly erroneous and that it did not abuse its discretion when it denied the former employer's request for a

preliminary injunction based on the failure to show irreparable harm. *Id.* There is no indication, however, that this Court would have found an abuse of discretion if the district court had *granted* the preliminary injunction.

More importantly, GES is not relying on presumed harm. Shores admittedly took a position with GES' direct competitor in which he was to perform the same services for Freeman that he performed for GES. Thus, from June 2013 through December 2016, Shores was meeting with trade show management and exhibitors on behalf of GES in an effort to gain their business and create good will. Shores then began doing the same for Freeman no later than February 2017.

In concluding that GES established the requisite irreparable harm, the district court began by citing *Sobol v. Capital Mgmt. Consultants, Inc.*, 102 Nev. 444, 446, 726 P.2d 335, 337 (1986) for the proposition that a party may meet its burden by demonstrating that compensatory damages would be an inadequate remedy, and that acts committed without just cause which unreasonably interfere with a business may do an irreparable injury and justify issuance of an injunction. APP000195-000196. The court then found that:

> Shores does not dispute that he is actively marketing to customers in competition with GES. The fact that he may not be soliciting GES' customers is of no moment. As recently as December 2016, Shores was working and marketing on behalf of GES. Within a month of terminating his employment with GES, Shores was performing those same tasks on behalf of Freeman. Customers and potential customers build relationships

> with GES through salespeople such as Shores. Shores obtains an unfair advantage, and GES suffers a corresponding unfair disadvantage, when Shores takes advantage of those relationships and associated goodwill on behalf of a third party in competition with GES.

APP000196. Accordingly, the district court concluded that "GES also demonstrated that it will suffer irreparable harm due to Shores' competitive conduct." APP000195-00096.

Other courts have held similarly. In *Scholastic Funding Grp., LLC v. Kimble*, No. CIV A 07-557 JLL, 2007 WL 1231795, at *9 (D.N.J. Apr. 24, 2007), the court stated the following in a similar scenario:

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

By seeking to obtain contracts for trade shows on behalf of Freeman when he was doing the same for GES just a short time earlier, GES loses control of its reputation and goodwill. In engaging in that conduct, Shores benefits from the good

will he built on behalf of GES for the benefit of Freeman, and GES suffers a corresponding loss of its good will.[10] Shores never disputed that the tasks he was hired to perform for Freeman were different from those he performed for GES.

In *Ellis*, this Court recognized "that the good will and reputation of the Clinic are valuable assets and that certain of its orthopedic patients are likely to follow Dr. Ellis on his departure. . . .". 95 Nev. at 459, 596 P.2d at 224.[11] Similarly here, GES' good will and reputation are valuable assets, and Shores' conduct in now generating good will for Freeman so closely in time to when he was doing the same for GES causes harm to GES that cannot be compensated by money damages. Any harm to Shores, on the other hand, from being wrongfully enjoined can adequately be compensated by seeking recovery on the $100,000 bond GES posted as security for the Preliminary Injunction.

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[10] GES also presented evidence that one of the purposes for having employees such as Shores sign the Agreement is to provide GES with the ability to maintain its business following the departure of employees such as Shores who are often the face of the company to its clients. APP000023 at ¶ 7. "By limiting Shores' ability to compete with GES and do business with its customers for one year, GES can use that time to secure and strengthen its relationships with the customers who previously worked with Shores." *Id.*

[11] There, of course, the Court found that the public interest in having access to an orthopedic surgeon in Elko outweighed the former employer's interest in restraining Dr. Ellis' employment and modified the injunction to prohibit him from engaging in the general practice of medicine, but permitting him to practice orthopedic surgery. *Id.* at 460, 596 P.2d at 225. The same public health concern is not present here.

Shores' attempt to balance the hardships is of no moment. The extent of his argument on this point is another repetition of the circular argument that he would be harmed by having to comply with an agreement whose geographic scope is unreasonable. Opening Brief, page 24. Moreover, balancing of the hardships is an equitable principal available "only to innocent parties who proceed without knowledge or warning that they are acting contrary to others' vested property rights." *Gladstone v. Gregory*, 95 Nev. 474, 480, 596 P.2d 491, 495 (1979). Here, Shores' admission that he knowingly and intentionally accepted a position with GES' competitor for which he would provide the same services he provided for GES and with full knowledge of the restrictions in the Agreement establishes that he is not an innocent party. *See* APP000024 (Declaration from GES' Director of Sales confirming that he discussed the Agreement with Shores upon Shores' termination of employment and Shores' confirmation that he was going to work for Freeman in a sales position); APP000066-000067 (Shores' confirmation that he accepted a position with Freeman as Senior Business Development Manager and that was aware of the restrictions in the Agreement).

That Shores voluntarily terminated his employment with GES, rather than being fired, also counsels against balancing the respective harms in his favor. Although the manner of termination does not appear to be a factor for determining the reasonableness of a covenant not to compete in Nevada, other states have

included this as part of the analysis. For example, in *Insulation Corp. of Am. v. Brobston*, 667 A.2d 729, 737 (Pa. Super. Ct. 1995), the court reversed the entry of the preliminary injunction because the former employer fired the employee and the trial court failed to take that into consideration. The court explained its rationale as follows:

> It bears noting that there is a significant factual distinction between the hardship imposed by the enforcement of a restrictive covenant on an employee who voluntarily leaves his employer and that imposed upon an employee who is terminated for failing to do his job. The salesman discharged for poor sales performance cannot reasonably be perceived to pose the same competitive threat to his employer's business interests as the salesman whose performance is not questioned, but who voluntarily resigns to join another business in direct competition with the employer.

Id. at 735-36. Here, Shores' voluntary termination of his employment with GES to work for its direct competitor in a competitive capacity despite knowledge of the Agreement militates against balancing the hardships in Shores' favor.

Finally, because Nevada has long recognized a public interest in "protecting the freedom of persons to contract," the public interest is served by enforcing the Agreement. *Hansen*, 83 Nev. at 192, 426 P.2d at 793. Accordingly, the district court did not err in finding that GES would suffer irreparable harm if Shores was not enjoined.

VII. CONCLUSION

GES requests that this Court affirm the Preliminary Injunction. APP000189-000198.

DATED this 18th day of July, 2017.

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CERTIFICATE OF COMPLIANCE WITH NRAP 28.2

I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because this brief has been prepared in a proportionally spaced typeface using Office Word 2016 in size 14 font in Times New Roman.

I further certify that this brief complies with the page or type-volume limitations of NRAP 32(a)(7) because, excluding the parts of the brief exempted by

NRAP 32(a)(7)(C), it is proportionately spaced, has a typeface of 14 points or more and contains approximately 9,401 words.

Finally, I hereby certify that I have read this appellate brief, and to the best of my knowledge, information and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies, to the extent possible, with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires that every assertion in this brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure

DATED this 18th day of July, 2017.

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CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of July, 2017, a copy of the foregoing Respondent's Answering Brief was served on all parties to this action by electronic service through the Clerk's Office of the Nevada Supreme Court to the following:

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I certify under penalty of perjury that the foregoing is true and correct, and that I executed this Certificate of Service on July 18th, 2017, at Las Vegas, Nevada.

/s/ Kelly McGee

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An Employee of JOLLEY URGA WOODBURY & LITTLE