

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

145 EAST HARMON II TRUST, et al.,

Appellant,

vs.

MGM RESORTS INTERNATIONAL; et al.

Respondent,

No. 75920

Electronically Filed

Jul 10 2018 08:49 a.m.

DOCKETING Elizabeth N. Brown

CIVIL APPEALS Clerk of Supreme Court

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 XVIII
County Clark Judge Judge Mark Bailus
District Ct. Case No. A-16-733764-C

2. Attorney filing this docketing statement:

Attorney Luis A. Ayon. Esq. Telephone 702-600-3200
Firm Ayon Law, PLLC
Address 8716 Spanish Ridge Ave., Suite 115
Las Vegas, Nevada 89148

Client(s) 145 East Harmon II Trust, Anthony Tan as Trustee of the 145 East Harmon II Trt.

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

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

Attorney Brent Larsen, Esq. Telephone 702-454-2111
Firm Singer & Larsen P.C.
Address 4475 S. Pecos Road, Las Vegas, Nevada 89121

Client(s) Residences at MGM Grand - Tower A Owners' Association

Attorney _____ Telephone _____
Firm _____
Address _____

Client(s) _____

(List additional counsel on separate sheet if necessary)

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

- | | |
|---|---|
| <input type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input 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 checked="" type="checkbox"/> Other disposition (specify): <u>Order on Atty. Fees</u> |

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:

None

7. Pending and 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:

None

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

This appeal is based on the district court's post dismissal order granting respondent attorney fees. Appellant is seeking that the Supreme Court reverse the district court based on an abuse of discretion.

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

Whether the district court abused its discretion in granting respondent's motion for attorney fees.

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:

Appellant is not aware of any other proceedings before this Court.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee 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 States 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 decisions

☐ A ballot question

If so, explain:

13. Assignment to the Court of Appeals or retention 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 circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This matter can be assigned to the Court of Appeals.

14. Trial. If this action proceeded to trial, how many days did the trial last? 0 _____

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 or order appealed from 04/16/2018

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served 04/16/2018

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)

(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 _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed 05/16/2018

If more than one party has 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) or 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)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input checked="" type="checkbox"/> Other (specify) <u>NRAP 3A(b)(8)</u> | |
-

(b) Explain how each authority provides a basis for appeal from the judgment or order:
An order after a final disposition of a case is an appealable order pursuant to NRAP 3A(b)(8). See also *Lytle v. Rosemere Estates Prop. Owners*, 129 Nev. 923 (2013).

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

(a) Parties:

145 East Harmon II Trust, Anthony Tan as Trustee of the 145 East Harmon II Trust; MGM Resorts International; MGM Grand Condominiums, LLC; Signature Tower I, LLC; The Residences at MGM Grand - Tower A Owners' Association

(b) If all 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, or third-party claims and the date of formal disposition of each claim.

East Harmon Trust filed a claim against for negligence, negligence per se, respondeat superior, conversion, trespass and breach of contract against the defendants for entering into plaintiff's property and causing damages to the property.

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:

(b) Specify the parties remaining below:

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

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ 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)):

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

- The latest-filed complaint, counterclaims, cross-claims, 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, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

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 required documents to this docketing statement.

145 East Harmon II Trust
Name of appellant

Luis A. Ayon, Esq.
Name of counsel of record

July 9, 2018
Date

/s/ Luis A. Ayon
Signature of counsel of record

Clark County, Nevada
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 9th day of July, 2018, I served a copy of this completed docketing statement upon all counsel of record:

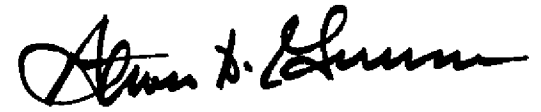
☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Brent Larsen, Esq.
Singer & Larsen P.C.
4475 S. Pecos Road
Las Vegas, Nevada 89121
blarsen@singerlarsen.com

Dated this 9th day of July, 2018

/s/ Sara B. Pastore
Signature



CLERK OF THE COURT

FAC
ERIC N. TRAN, Esq.
Nevada Bar No. 11876
5538 S. Eastern Ave
Las Vegas, Nevada 89119
Telephone: (702) 948-9770, Ext. 2033
Fax: (815) 550-2830
E-Mail: Eric.Tran@StoAmigo.com
Attorney for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

145 EAST HARMON II TRUST, ANTHONY
TAN AS TRUSTEE OF THE 145 EAST
HARMON II TRUST.

Plaintiffs,

v.

MGM RESORTS INTERNATIONAL; MGM
GRAND CONDOMINIUMS, LLC; THE
SIGNATURE CONDOMINIUMS, LLC;
SIGNATURE TOWER I, LLC; THE
RESIDENCES AT MGM GRAND - TOWER A
OWNERS' ASSOCIATION; and DOES I-X.

Defendants.

Case No. : A-16-733764-C
Dept. No.: XI

FIRST AMENDED COMPLAINT

Plaintiffs 145 East Harmon II Trust, and Anthony Tan as Trustee of the 145 East Harmon II Trust, by and through their attorney of record, ERIC N. TRAN, ESQ., for their Complaint against Defendants MGM Resorts International; MGM Grand Condominiums, LLC; The Signature Condominiums, LLC; Signature Tower I, LLC; The Residences at MGM Grand Tower A - Owners' Association (collectively referred to as the "MGM Defendants"); and Does I-X, states, asserts, and alleges as follows:

THE PARTIES

1
2 1. At all times relevant herein, Plaintiff 145 East Harmon II Trust ("the Trust") is the owner
3 of a condominium unit located at 145 E. Harmon Ave, Unit # 25619 Las Vegas, Nevada 89109 ("the
4 Unit").

5 2. At all times relevant herein, Plaintiff Anthony Tan is the Trustee of the Trust.

6 3. At all times relevant herein, Defendant MGM Resorts International is a Delaware
7 corporation that was licensed to do business and actually doing business in Clark County, Nevada.
8 Based upon information and belief, Defendant MGM Resorts International is also the owner and
9 operator of the condominium/hotel called the Signature at MGM Grand located at 145 E. Harmon Ave
10 Las Vegas, Nevada 89109 where the Unit is located.

11 4. At all times relevant herein, Defendant MGM Grand Condominiums, LLC was a
12 limited liability company organized and existing under the laws of the State of Nevada with its
13 principal place of business in Clark County, Nevada. Based upon information and belief, MGM Grand
14 Condominiums, LLC is also the owner and operator of the condominium/hotel called the Signature at
15 MGM Grand located at 145 E. Harmon Ave Las Vegas, Nevada 89109 where the Unit is located.
16 Based upon information and belief, Defendant MGM Grand Condominiums, LLC is a subsidiary of the
17 parent company Defendant MGM Resorts International.

18 5. At all times relevant herein, Defendant The Signature Condominiums, LLC was a limited
19 liability company organized and existing under the laws of the State of Nevada with its principal place
20 of business in Clark County, Nevada. In addition, The Signature Condominiums, LLC is the owner and
21 operator of the condominium/hotel called the Signature at MGM Grand located at 145 E. Harmon Ave
22 Las Vegas, Nevada 89109 where the Unit is located. Based upon information and belief, Defendant The
23 Signature Condominiums, LLC is a subsidiary of the parent company Defendant MGM Resorts
24 International.

25 6. At all times relevant herein, Defendant Signature Tower I, LLC was a limited liability
26
27
28

1 company organized and existing under the laws of the State of Nevada with its principal place of
2 business in Clark County, Nevada. In addition, Signature Tower I, LLC is the owner and operator of the
3 condominium/hotel called the Signature at MGM Grand located at 145 E. Harmon Ave Las Vegas,
4 Nevada 89109 where the Unit is located. Based upon information and belief, Defendant Signature
5 Tower I, LLC is a subsidiary of the parent company Defendant MGM Resorts International.

6 7. Based upon information and belief, Defendant MGM Resorts International exercises
7 complete control over all of its subsidiaries.

8 8. At all times relevant herein, The Residences at MGM Grand Tower A- Owners' Association
9 was a limited liability company organized and existing under the laws of the State of Nevada with its
10 principal place of business in Clark County, Nevada. Based upon information and belief, Defendant
11 The Residences at MGM Grand Tower A- Owners Association is also the owner and operator of the
12 condominium/hotel called the Signature at MGM Grand located at 145 E. Harmon Ave Las Vegas,
13 Nevada 89109 where the Unit is located.

14 9. The true names, identities, and capacities, whether individual, corporate, associate, or
15 otherwise, of DOES I through X, inclusive, are unknown to Plaintiffs, who therefore sue said
16 Defendants by such fictitious names. Plaintiffs are informed and believe and upon that basis allege that
17 each of the Defendants designated herein as a DOE Defendants are responsible in some manner for
18 events and happenings herein referred to and caused damages proximately thereby to Plaintiffs as
19 herein alleged. Plaintiffs further allege that it will ask leave of this Court to amend this Complaint to
20 insert the true names, identities, and capacities of said DOES I through X, inclusive, when the same
21 have been ascertained by Plaintiffs, together with appropriate charging allegations.

22 10. Upon information and belief, Does I- X are employees and/ or agents of the MGM
23 Defendants.

STATEMENT OF FACTS

11. On or about November 11, 2015, Plaintiffs attempted to enter the Unit. However, Plaintiffs could not enter the Unit as the electronic key card entry system malfunctioned. Plaintiffs then reported the electronic key card system malfunction to the MGM Defendants. Later that day, the MGM Defendants sent their employees and staff to fix the electronic key card system on the Unit.

12. Prior to November 11, 2015, there was no damage to the interior of the Unit, the bathroom shower in the Unit was also completely shut off, there were no leaks coming from the bathroom shower, and the shower valve was not broken. Plaintiffs did not give access or authorization to any persons or party to enter the Unit for any reason. Prior to November 11, 2015, the "Do Not Disturb" notification on the electronic key card entry system was turned on which signals to all employees, staff, personnel of the MGM Defendants, and all other visitors to not enter the Unit.

13. On or about December 3, 2015, Plaintiffs re-entered the Unit for the first time since attempting to enter the Unit on November 11, 2015 and discovered that the bathroom shower was fully turned on to the hottest temperature and the highest pressure; and that the Unit was filled with steam. The steam and moisture from the bathroom shower caused significant damage to the interior of the Unit including, but not limited to, mold damage.

14. To enter or gain access to the Unit, a person must first insert an electronic key card specific to the Unit through a double door entry, then the person must insert the same electronic key card specific to the Unit through a second single door to the Unit. The only persons who had access to the electronic key card to enter the Unit were Plaintiffs; and the MGM Defendants, their employees and staff.

15. Upon information and belief, the MGM Defendants maintain records of the use of the electronic key cards system which records entries to the Unit. There is also a security camera directly outside the front door of the Unit which records who enters the Unit. The security camera also shows who walks up and down the hallways and corridors of the Unit.

1 16. Thereafter, Plaintiffs contacted the MGM Defendants to report the incident and damage to
2 the Unit. Plaintiffs authorized and demanded that the MGM Defendants retrieve and review the records
3 of the hotel electronic key card access system to determine the individual(s) that entered the Unit and
4 caused damage to the Unit.

5 17. On or about December 11, 2015, the MGM Defendants visited the Unit to retrieve and
6 download the data from the hotel key access card information system. The MGM Defendants also
7 conducted an investigation of the incident.

8 18. On or about December 29, 2015, Plaintiffs discovered through the MGM Defendants that
9 the hotel key access card system indicated that on or about November 26, 2015, an employee of the
10 MGM Defendants entered the Unit without authorization. The MGM Defendants do not refute that an
11 employee or employees entered the Unit on November 26, 2015. However, the MGM Defendants
12 refused to disclose the name of the employee or employees who entered the Unit, and refused to turn
13 over the data from the hotel key access card system showing all entries into the Unit up to December 3,
14 2015 which was promised to Plaintiffs prior to Plaintiffs authorizing the download.

15 19. Upon information and belief, the MGM Defendants and their employees used an electronic
16 key card to enter Plaintiffs' Unit knowing that Plaintiffs were not in the Unit. The MGM Defendants
17 and their employees entered the Unit illegally and without authorization in violation of NRS 205.900.
18 The MGM Defendants and their employees used the Unit for their own benefit without Plaintiffs'
19 authorization including using the shower at the Unit.

20 20. After using the shower, the MGM Defendants and their employees did not turn off the
21 water and instead, left the shower running on its hottest temperature and highest pressure. As a result of
22 the MGM Defendants and their employee's illegal entry into the Unit and failure to turn off the shower,
23 this resulted in significant damage to the Unit.

24 21. Thereafter, the MGM Defendants opened a claim with their insurer Fireman's
25
26
27
28

1 Fund Insurance Company ("FFIC"). Both the MGM Defendants and FFIC have refused to conduct any
2 repairs to Plaintiffs' Unit.

3 22. FFIC informed Plaintiffs that because there is mold damage, that the claim was not covered
4 under FFIC's insurance policy.

5 23. Upon information and belief, there are widespread incidents of the MGM Defendants and
6 their employees illegally entering the Unit and other similar units at 145 E. Harmon Ave Las Vegas,
7 Nevada 89109, and using the Unit and other units for their own benefits without authorization while
8 the owners are away.

9 24. Upon information and belief, the MGM Defendants and their employees illegally entered
10 the Unit on numerous other occasions and used the Unit for their benefit while Plaintiffs were not at the
11 Unit.

12 25. Upon information and belief, there is widespread mold damage of a different species
13 throughout the entire floor in which the Unit is located. The MGM Defendants have failed to maintain
14 the hotel/condominium by cleaning the mold.
15

16 FIRST CLAIM FOR RELIEF

17 *(Negligence against all Defendants)*

18 26. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 25 as
19 though fully set forth herein.
20

21 27. All Defendants owe a duty of reasonable care to Plaintiffs not to enter the Unit
22 without authorization.

23 28. Defendants breached this duty of care when they entered the Unit on or about November
24 26, 2015 and other occasions and used the Unit for their own personal benefit without Plaintiffs'
25 authorization.
26

27 29. As a direct and proximate result of Defendants' negligent actions, Plaintiffs sustained
28 damage to Plaintiffs' Unit in the amount in excess of \$10,000.00.

SECOND CLAIM FOR RELIEF

(Negligence Per Se against all Defendants)

30. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 29 as though fully set forth herein.

31. In Barnes v. Delta Lines, Inc., 99 Nev. 688, 690, 669 P.2d 709, 710 (1983), the Nevada Supreme Court held that “when a defendant violates a statute which was designed to protect a class of persons to which the plaintiff belongs, and thereby proximately causes injury to the plaintiff, such a violation constitutes negligence per se.”

32. NRS 205.900 prohibits the unlawful use of hotel rooms keys to gain entrance into a hotel room under circumstances which demonstrate the person’s intent to use or to allow the use of the device in the commission of a crime.

33. NRS 207.200 prohibits the unlawful trespass upon land or building of another with intent to commit an unlawful act.

34. Plaintiffs are the class of persons to which NRS 205.900 and NRS 2007.200 was designed to protect.

35. The MGM Defendants owed a duty of safety and security to Plaintiffs by preventing the unauthorized and illegal use of the electronic key access card, and by preventing the unauthorized and illegal entry by the MGM Defendants and their employees into Plaintiffs’ Unit to commit a crime.

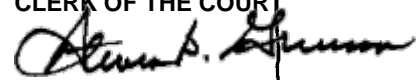
36. The MGM Defendants and their employees breached this duty and committed a crime when they illegally entered Plaintiffs’ Unit to use the Unit for their own benefit.

37. The MGM Defendants’ failure to implement strategies, policies, and procedures to prevent their employees and others from gaining illegal access to the Unit amounts to *negligence per se*.

THIRD CLAIM FOR RELIEF

(Respondeat Superior against all Defendants)

38. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 37 as



1 STDM
2 BRENT LARSEN, ESQ.
3 Nevada Bar No. 1184
4 SINGER & LARSEN P.C.
5 4475 S. Pecos Road
6 Las Vegas, Nevada 89121
7 (702) 454-2111
8 blarsen@deanerlaw.com
9 Attorney for Defendant,
10 The Residences at MGM Grand -
11 Tower A Owners' Association

12
13 DISTRICT COURT
14 CLARK COUNTY, NEVADA

15 145 EAST HARMON II TRUST, ANTHONY
16 TAN AS TRUSTEE OF THE 145 EAST
17 HARMON II TRUST,

18 Plaintiffs,

19 v.

20 MGM RESORTS INTERNATIONAL; MGM
21 GRAND CONDOMINIUMS, LLC; THE
22 SIGNATURE CONDOMINIUMS, LLC;
23 SIGNATURE TOWER I, LLC; THE
24 RESIDENCES AT MGM GRAND - TOWER
25 A OWNERS' ASSOCIATION; and DOES I-
26 X,

27 Defendants.

Case No.: A-16-733764-C
Dept. No.: XVIII

28
29 **STIPULATION AND ORDER FOR DISMISSAL**

30 COMES NOW the Plaintiff, 145 EAST HARMON II TRUST and ANTHONY TAN
31 AS TRUSTEE OF THE 145 EAST HARMON II TRUST (hereinafter "the Plaintiff"), by
32 and through their attorney, STEPHEN K. LEWIS, ESQ., and the Defendant THE
33 RESIDENCES AT MGM GRAND - TOWER A OWNERS' ASSOCIATION (hereinafter
34 "Defendant/MGM Tower A"), by and through its attorney, BRENT LARSEN, ESQ. of the
35 law firm of SINGER & LARSEN P.C., and hereby stipulate and agree to the following:

36 1. All claims asserted in the Plaintiff's First Amended Complaint against
37 Defendant MGM Tower A, are hereby dismissed with prejudice.

38 ///

SINGER & LARSEN P.C.

4475 S. Pecos Road

Las Vegas, Nevada 89121

Telephone (702) 454-2111 • Facsimile (702) 454-3333

SINGER & LARSEN P.C.

4475 S. Pecos Road

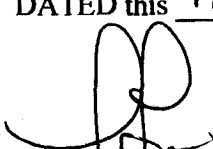
Las Vegas, Nevada 89121

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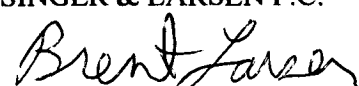
2. Defendant MGM Tower A's Motion to Dismiss, presently scheduled for a hearing on May 2, 2017 at 9:00 a.m., is hereby withdrawn and taken off calendar.

3. Notwithstanding the foregoing, the Defendant MGM Tower A reserves its right to file a Motion to recover the attorneys' fees it incurred in this matter, as may be provided for by law.

DATED this 17 day of April, 2017.


STEPHEN K. LEWIS, ESQ.
Nevada Bar No. 7064
5538 S. Eastern Avenue
Las Vegas, Nevada 89119
Attorney for Plaintiffs

SINGER & LARSEN P.C.


BRENT LARSEN, ESQ.
Nevada Bar No. 1184
4475 S. Pecos Road
Las Vegas, Nevada 89121
Attorney for Defendant MGM Tower A

ORDER

IT IS HEREBY ORDERED that all of Plaintiffs' claims against Defendant MGM Tower A are dismissed, with prejudice.


IT IS FURTHER ORDERED that MGM Tower A's Motion to Dismiss presently scheduled for May 2, 2017 at 9:00 a.m. is withdrawn and taken off calendar.

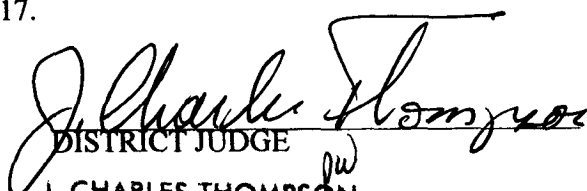
IT IS FURTHER ORDERED that MGM Tower A reserves its right to file a Motion to recover attorneys' fees in this matter.

DATED this 21st day of April, 2017.

Submitted by:

SINGER & LARSEN P.C.


BRENT LARSEN, ESQ.
Nevada Bar No. 1184
4475 S. Pecos Road
Las Vegas, Nevada 89121
Attorney for Defendant MGM Tower A


DISTRICT JUDGE
J. CHARLES THOMPSON
SENIOR DISTRICT JUDGE

1 though fully set forth herein.

2 39. The MGM Defendants owed a fiduciary duty to Plaintiffs to, among other things, hire, train,
3 and supervise employees so as to protect Plaintiffs' interests.

4 40. The MGM Defendants had a duty to use reasonable care in the training, supervision, and
5 retention of its employees to make sure that the employees were fit for their respective positions and
6 roles.

7 41. The MGM Defendants were required to supervise the actions of its employees, agents, and
8 representatives, including Does I-X employees to ensure that these employees protect the interest of
9 MGM's residents including Plaintiffs.

10 42. The MGM Defendants breached its duty of supervision over its employees, agents, and
11 representatives to Plaintiffs by failing to provide the necessary training regarding protecting the safety,
12 security, and Unit interest of residents of MGM's condominiums.

13 43. The MGM Defendants' failure to train, supervise, hire and/or require the training of
14 MGM employees, failure to review associated policies, failure to enforce statutory and hotel/
15 condominium policies related to securing a safe living environment resulted in injuries to Plaintiffs.
16

17 FOURTH CLAIM FOR RELIEF

18 *(Conversion against all Defendants)*

19 44. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 43 as
20 though fully set forth herein.

21 45. The MGM Defendants and their employees intentionally and wrongfully exerted control
22 and/or dominion over Plaintiffs' Unit when they illegally entered Plaintiffs' Unit.
23

24 46. The MGM Defendants and their employees intentionally and wrongfully denied Plaintiff's
25 rightful use and enjoyment of the Unit.

26 47. The MGM Defendants and their employees' actions caused damage to Plaintiff's Unit in
27 excess of \$10,000.00.
28

FIFTH CLAIM FOR RELIEF

(Trespass against all Defendants)

48. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 47 as though fully set forth herein.

49. The MGM Defendants and their employees intentionally and wrongfully entered Plaintiffs' Unit with intent to commit a crime when they illegally entered Plaintiffs' Unit on or about November 26, 2015 and other occasions with the intent to use the Unit for their own benefit.

50. The MGM Defendants and their employees intentionally and wrongfully entered the Unit and remained on the Unit despite not having authorization from Plaintiffs and despite the "Do Not Disturb" sign being illuminated from the electronic panel.

SIXTH CLAIM FOR RELIEF

(Breach of Contract against all Defendants)

51. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 50 as though fully set forth herein.

52. A contract existed between Plaintiffs and the MGM Defendants on the date of the incident described herein in the form of a Covenant, Conditions, and Restriction ("CCR").

53. The MGM Defendants owed contractual duties to Plaintiffs including a duty that the MGM Defendants would be provided limited access to the Unit for legal purposes. The MGM Defendants breached their duties by allowing their employees Does I-X to enter the Unit for illegal purposes.

54. The MGM Defendants owed contractual duties to maintain and repair the common areas where the Unit is located including, but not limited to, keeping the common areas free of mold. The MGM Defendants breached this duty of failing to clean and repair the existing mold on the entire floor where the Unit is located.

55. As a result thereof, Plaintiffs have been damaged in an amount in excess of \$10,000.00.

56. Plaintiffs have been compelled to retain the services of an attorney to prosecute this action

1 and are therefore entitled to reasonable attorney's fees and costs incurred herein.

2 WHEREFORE, Plaintiffs pray for judgment against all Defendants, on all claims for relief as
3 follows:

- 4 1. General damages in excess of \$10,000.00;
5 2. Special damages in excess of \$10,000.00;
6 3. Costs of suit incurred including reasonable attorney's fees; and
7 4. For such other relief as the Court deems just and proper.

8 DATED this 10th day of June, 2016.

9
10 By: /s/

ERIC N. TRAN

Nevada Bar No. 11876

5538 S. Eastern Ave

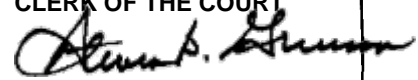
Las Vegas, Nevada 89119

Telephone: (702) 948-9770, Ext. 2033

Fax: (815) 550-2830

E-Mail: Eric.Tran@StoAmigo.com

Attorney for Plaintiffs



1 NEOJ
2 BRENT LARSEN, ESQ.
3 Nevada Bar No. 1184
4 SINGER & LARSEN P.C.
5 4475 S. Pecos Road
6 Las Vegas, Nevada 89121
7 (702) 454-2111
8 blarsen@deanerlaw.com
9 Attorney for Defendant,
10 Residents at MGM Grand -
11 Tower A Owners' Association

12
13 DISTRICT COURT
14 CLARK COUNTY, NEVADA

15 145 EAST HARMON II TRUST, ANTHONY
16 TAN AS TRUSTEE OF THE 145 EAST
17 HARMON II TRUST,

18 Plaintiffs,

19 v.

20 MGM RESORTS INTERNATIONAL; MGM
21 GRAND CONDOMINIUMS, LLC; THE
22 SIGNATURE CONDOMINIUMS, LLC;
23 SIGNATURE TOWER I, LLC; THE
24 RESIDENCES AT MGM GRAND - TOWER
25 A OWNERS' ASSOCIATION; and DOES I-
26 X,

27 Defendants.

Case No.: A-16-733764-C
Dept. No.: XVIII

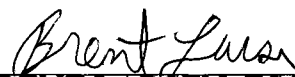
28
29 **NOTICE OF ENTRY OF ORDER**

30 PLEASE TAKE NOTICE that an Order for Dismissal was entered in the above-
31 entitled Court on the 27th day of April, 2017, a copy of which is attached hereto.

32 DATED this 28 day of April, 2017.

33 Respectfully submitted,

34 DEANER, MALAN, LARSEN & CIULLA

35 
36 BRENT LARSEN, ESQ.
37 Nevada Bar No. 001184
38 720 South Fourth St., #300
39 Las Vegas, Nevada 89101
40 Attorney for MGM - Tower A

1 CERTIFICATE OF SERVICE

2 I HEREBY CERTIFY that I am an employee of SINGER & LARSEN P.C.; that on
3 28th day of April, 2017, I served a copy of the above and foregoing NOTICE OF ENTRY
4 OF ORDER, by way of:

- 5 ☐ Electronic mail,
6 ☒ Electronic means through the Clark County efilng/serving system pursuant to
7 EDCR 8.05(a),
8 ☒ Mailing through the United States Postal Service,

9 to the following address:

10 Stephen K. Lewis, Esq.
11 5538 S. Eastern Avenue
12 Las Vegas, Nevada 89119
13 steve.lewis@stoamigo.com
14 Attorney for Plaintiffs

15 Elisa L. Wyatt, Esq.
16 Wood, Smith, Henning & Berman
17 7674 W. Lake Mead Blvd.
18 Suite 150
19 Las Vegas, Nevada 89128
20 ewyatt@wshblaw.com
21 Attorney for Defendant,
22 The Signature Condominiums, LLC

23
24
25
26
27
28

An Employee of Singer & Larsen P.C.

Steven D. Grierson

SINGER & LARSEN P.C.

4475 S. Pecos Road

Las Vegas, Nevada 89121

Telephone (702) 454-2111 • Facsimile (702) 454-3333

1 STD
2 BRENT LARSEN, ESQ.
3 Nevada Bar No. 1184
4 SINGER & LARSEN P.C.
5 4475 S. Pecos Road
6 Las Vegas, Nevada 89121
7 (702) 454-2111
8 blarsen@deanerlaw.com
9 Attorney for Defendant,
10 The Residences at MGM Grand -
11 Tower A Owners' Association

7 DISTRICT COURT
8
9 CLARK COUNTY, NEVADA

10 145 EAST HARMON II TRUST, ANTHONY
11 TAN AS TRUSTEE OF THE 145 EAST
12 HARMON II TRUST,

13 Plaintiffs,

14 v.

15 MGM RESORTS INTERNATIONAL; MGM
16 GRAND CONDOMINIUMS, LLC; THE
17 SIGNATURE CONDOMINIUMS, LLC;
18 SIGNATURE TOWER I, LLC; THE
19 RESIDENCES AT MGM GRAND - TOWER
20 A OWNERS' ASSOCIATION; and DOES I-
21 X,

22 Defendants.

Case No.: A-16-733764-C
Dept. No.: XVIII

23 **STIPULATION AND ORDER FOR DISMISSAL**

24 COMES NOW the Plaintiff, 145 EAST HARMON II TRUST and ANTHONY TAN
25 AS TRUSTEE OF THE 145 EAST HARMON II TRUST (hereinafter "the Plaintiff"), by
26 and through their attorney, STEPHEN K. LEWIS, ESQ., and the Defendant THE
27 RESIDENCES AT MGM GRAND - TOWER A OWNERS' ASSOCIATION (hereinafter
28 "Defendant/MGM Tower A"), by and through its attorney, BRENT LARSEN, ESQ. of the
law firm of SINGER & LARSEN P.C., and hereby stipulate and agree to the following:

1. All claims asserted in the Plaintiff's First Amended Complaint against
Defendant MGM Tower A, are hereby dismissed with prejudice.

///

SINGER & LARSEN P.C.

4475 S. Pecos Road


Las Vegas, Nevada 89121

Telephone (702) 454-2111 • Facsimile (702) 454-3333

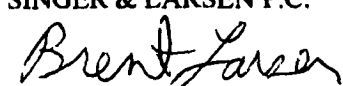
2. Defendant MGM Tower A's Motion to Dismiss, presently scheduled for a hearing on May 2, 2017 at 9:00 a.m., is hereby withdrawn and taken off calendar.

3. Notwithstanding the foregoing, the Defendant MGM Tower A reserves its right to file a Motion to recover the attorneys' fees it incurred in this matter, as may be provided for by law.

DATED this 17 day of April, 2017.


STEPHEN K. LEWIS, ESQ.
Nevada Bar No. 7064
5538 S. Eastern Avenue
Las Vegas, Nevada 89119
Attorney for Plaintiffs

SINGER & LARSEN P.C.


BRENT LARSEN, ESQ.
Nevada Bar No. 1184
4475 S. Pecos Road
Las Vegas, Nevada 89121
Attorney for Defendant MGM Tower A

ORDER

IT IS HEREBY ORDERED that all of Plaintiffs' claims against Defendant MGM Tower A are dismissed, with prejudice.

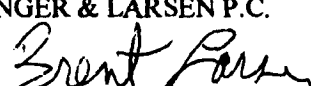
IT IS FURTHER ORDERED that MGM Tower A's Motion to Dismiss presently scheduled for May 2, 2017 at 9:00 a.m. is withdrawn and taken off calendar.

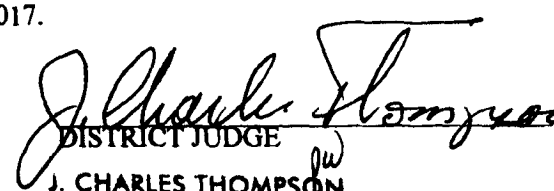
IT IS FURTHER ORDERED that MGM Tower A reserves its right to file a Motion to recover attorneys' fees in this matter.

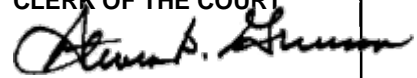
DATED this 21st day of April, 2017.

Submitted by:

SINGER & LARSEN P.C.


BRENT LARSEN, ESQ.
Nevada Bar No. 1184
4475 S. Pecos Road
Las Vegas, Nevada 89121
Attorney for Defendant MGM Tower A


DISTRICT JUDGE
J. CHARLES THOMPSON
SENIOR DISTRICT JUDGE



1 **NESO**
Janice M. Michaels
2 Nevada Bar No. 6062
jmichaels@wshblaw.com
3 Elisa L. Wyatt
Nevada Bar No. 13034
4 ewyatt@wshblaw.com
Wood, Smith, Henning & Berman LLP
5 7674 West Lake Mead Boulevard, Suite 150
Las Vegas, Nevada 89128-6644
6 Telephone: 702 251 4100
Facsimile: 702 251 5405
7 Attorneys for Defendants, MGM Resorts
International; MGM Grand Condominiums, LLC;
8 Signature Tower I, LLC; and The Signature
Condominiums, LLC
9

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 145 EAST HARMON II TRUST, ANTHONY
TAN AS TRUSTEE OF THE 145 EAST
HARMON II TRUST,

13 Plaintiffs,

14 v.

15 MGM RESORTS INTERNATIONAL; MGM
16 GRAND CONDOMINIUMS, LLC; THE
SIGNATURE CONDOMINIUMS, LLC;
17 SIGNATURE TOWER I, LLC; THE
RESIDENCES AT MGM GRAND - TOWER A
18 OWNERS' ASSOCIATION; and DOES I-X,

19 Defendants.
20

Case No. A-16-733764-C
Dept. No.: XVIII

**NOTICE OF ENTRY OF STIPULATION
AND ORDER FOR DISMISSAL**

21 TO: ALL PARTIES and THEIR COUNSEL OF RECORD

22 PLEASE TAKE NOTICE that the Stipulation and Order for Dismissal of Complaint Against
23 The Signature Condominiums, LLC; Signature Tower I, LLC; MGM Resorts International; and MGM

24 ///

25 ///

26 ///

27 ///

28 ///

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702 251 4100 • FAX 702 251 5405

1 Grand Condominiums, LLC was filed on or about September 14, 2017. A copy of said Stipulation
2 and Order is attached hereto for reference.

3 September 15, 2017

4 WOOD, SMITH, HENNING & BERMAN LLP
5 Attorneys at Law

6
7 By 

JANICE M. MICHAELS

Nevada Bar No. 6062

8 ELISA L. WYATT

9 Nevada Bar No. 13034

10 7674 West Lake Mead Boulevard, Suite 150

11 Las Vegas, Nevada 89128-6644

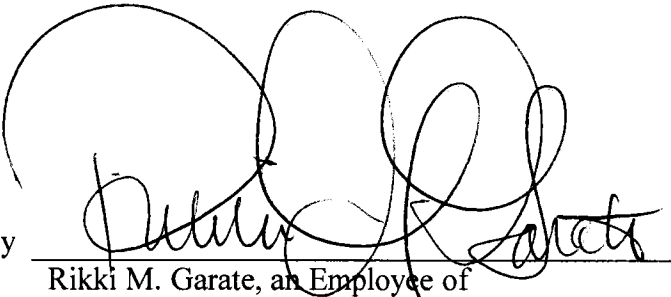
12 Tel. 702 251 4100

13 Attorneys for Defendants, MGM Resorts
14 International; MGM Grand Condominiums, LLC;
15 Signature Tower I, LLC; and The Signature
16 Condominiums, LLC
17
18
19
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Wood Smith Henning & Berman, LLP and that on this 17th day of September, 2017, I did cause a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER FOR DISMISSAL** to be served upon each of the parties listed below via electronic service through the Court's Odyssey File and Service System.

Stephen K. Lewis, Esq.
5538 S. Eastern Avenue
Las Vegas, Nevada 89119
steve.lewis@stoamigo.com
Fax: (815) 550-2830
Attorney for Plaintiff

By 
Rikki M. Garate, an Employee of
WOOD, SMITH, HENNING & BERMAN LLP



1 **SODW**
2 Janice M. Michaels
3 Nevada Bar No. 6062
4 jmmichaels@wshblaw.com
5 Elisa L. Wyatt
6 Nevada Bar No. 13034
7 ewyatt@wshblaw.com
8 Wood, Smith, Henning & Berman LLP
9 7674 West Lake Mead Boulevard, Suite 150
10 Las Vegas, Nevada 89128-6644
11 Telephone: 702 251 4100
12 Facsimile: 702 251 5405

13 Attorneys for Defendants, MGM Resorts
14 International; MGM Grand Condominiums, LLC;
15 Signature Tower I, LLC; and The Signature
16 Condominiums, LLC

17 **DISTRICT COURT**
18 **CLARK COUNTY, NEVADA**

19 145 EAST HARMON II TRUST, ANTHONY
20 TAN AS TRUSTEE OF THE 145 EAST
21 HARMON II TRUST,

22 Plaintiffs,

23 v.

24 MGM RESORTS INTERNATIONAL; MGM
25 GRAND CONDOMINIUMS, LLC; THE
26 SIGNATURE CONDOMINIUMS, LLC;
27 SIGNATURE TOWER I, LLC; THE
28 RESIDENCES AT MGM GRAND - TOWER A
OWNERS' ASSOCIATION; and DOES I-X,

Defendants.

Case No. A-16-733764-C
Dept. No.: XVIII

STIPULATION AND ORDER FOR
DISMISSAL OF COMPLAINT AGAINST
DEFENDANTS SIGNATURE
CONDOMINIUMS, LLC; SIGNATURE
TOWER I, LLC; MGM RESORTS
INTERNATIONAL & MGM GRAND
CONDOMINIUMS, LLC WITH
PREJUDICE

22 Defendants, MGM Resorts International; MGM Grand Condominiums, LLC; Signature Tower
23 I, LLC; and The Signature Condominiums, LLC (hereinafter "Defendants"), by and through their
24 counsel of record, the law firm of Wood, Smith, Henning & Berman LLP, and Plaintiffs, 145 EAST
25 HARMON II TRUST, ANTHONY TAN AS TRUSTEE OF THE 145 EAST HARMON II TRUST
26 (hereinafter "Plaintiffs"), by and through their counsel of record, Stephen K. Lewis, hereby stipulate
27 and agree to the following:

28 ///

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input checked="" type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

1
2 1. Defendants and Plaintiffs hereby agree to dismiss any and all claims, known and
3 unknown, that were brought or could have been brought in this action against Defendants, and/or their
4 agents, employees and affiliates, WITH PREJUDICE, each party to bear their own attorney's fees and
5 costs.


6 2. This Stipulation is entered into in good faith, in the interest of judicial economy, and
7 not for the purposes of delay.

8 3. This Stipulation may be executed in one or more counterparts, each of which shall
9 constitute a duplicate original. A facsimile or other non-original signature shall still create a binding
10 and enforceable agreement.

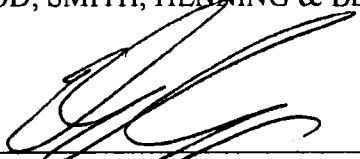
11 DATED: June 8, 2017.

DATED: June 8, 2017.

WOOD, SMITH, HENNING & BERMAN LLP

12
13
14 By: 
15 STEPHEN K. LEWIS, ESQ.
16 Nevada Bar No. 7064
17 5538 S. Eastern Avenue
18 Las Vegas, Nevada 89119

Attorneys for Plaintiffs

19 By: 
20 JANICE M. MICHAELS
21 Nevada Bar No. 6062
22 ELISA L. WYATT
23 Nevada Bar No. 13034
24 7674 West Lake Mead Boulevard, Suite 150
25 Las Vegas, Nevada 89128-6644

26 Attorneys for Defendants, MGM Resorts
27 International; MGM Grand Condominiums,
28 LLC; Signature Tower I, LLC; and The
Signature Condominiums, LLC

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702 251 4100 • FAX 702 251 5405

A-16-733764-C

145 E. Harmon II Trust, et al. v. MGM Resorts International, et al.

ORDER

Pursuant to the foregoing stipulation, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Complaint against Defendants, MGM Resorts International; MGM Grand Condominiums, LLC; Signature Tower I, LLC; and The Signature Condominiums, LLC is hereby DISMISSED WITH PREJUDICE, each party to bear its own fees and costs. All jury fees deposited by the dismissed parties will be returned to their counsel of record.

IT IS SO ORDERED.

Dated this 18 day of September 2017


DISTRICT COURT JUDGE

Respectfully submitted by:

DATED: June 8, 2017

WOOD, SMITH, HENNING & BERMAN LLP

By:


JANICE M. MICHAELS

Nevada Bar No. 6062

ELISA L. WYATT

Nevada Bar No. 13034

7674 West Lake Mead Boulevard, Suite 150

Las Vegas, Nevada 89128-6644

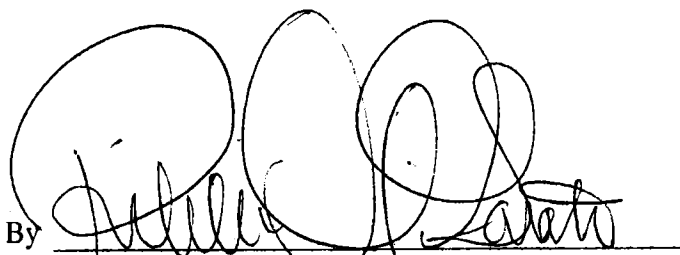
Tel. 702 251 4100

Attorneys for Defendants, MGM Resorts International; MGM Grand Condominiums, LLC; Signature Tower I, LLC; and The Signature Condominiums, LLC

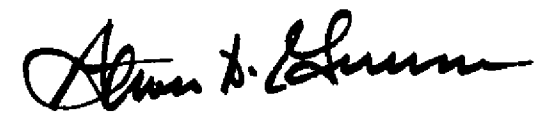
CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Wood Smith Henning & Berman, LLP and that on this 14th day of September, 2017, I did cause a true and correct copy of the foregoing **STIPULATION AND ORDER FOR DISMISSAL OF COMPLAINT AGAINST DEFENDANTS SIGNATURE CONDOMINIUMS, LLC; SIGNATURE TOWER I, LLC; MGM RESORTS INTERNATIONAL & MGM GRAND CONDOMINIUMS, LLC WITH PREJUDICE** to be served upon each of the parties listed below via electronic service through the Court's Odyssey File and Service System.

Stephen K. Lewis, Esq.
5538 S. Eastern Avenue
Las Vegas, Nevada 89119
steve.lewis@stoamigo.com
Fax: (815) 550-2830
Attorney for Plaintiffs

By 
Rikki M. Garate, an Employee of
WOOD, SMITH, HENNING & BERMAN LLP

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
7674 WEST LAKE MEAD BOULEVARD, SUITE 150
LAS VEGAS, NEVADA 89128-6644
TELEPHONE 702 251 4100 • FAX 702 251 5405



CLERK OF THE COURT

SAO
ERIC N. TRAN, Esq.
Nevada Bar No. 11876
5538 S. Eastern Ave
Las Vegas, Nevada 89119
Telephone: (702) 948-9770, Ext. 2033
Fax: (815) 550-2830
E-Mail: Eric.Tran@StoAmigo.com
Attorney for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

145 EAST HARMON II TRUST

Plaintiff,

v.

TURNBERRY/MGM GRAND TOWERS, LLC
MGM RESORTS INTERNATIONAL, THE
RESIDENCES AT MGM GRAND TOWER A,
LLC; MGM GRAND CONDOMINIUMS, LLC;
JOHN DOES I-X.

Defendants.

Case No. : A-16-733764-C
Dept. No.: XI

STIPULATION AND ORDER FOR DISMISSAL
OF DEFENDANT TURNBERRY/MGM GRAND
TOWERS, LLC

Plaintiff 145 East Harmon II Trust, by and through its attorney of record, Eric N. Tran, Esq.;
and Defendant Turnberry/MGM Grand Towers, LLC, by and through its attorneys of record, Garman

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///

1 Turner Gordon LLP, hereby stipulate and agree that Defendant Turnberry/MGM Grand Towers, LLC
2 shall be dismissed from the above entitled action with prejudice. All parties shall bear their own
3 attorneys fee and costs.

4 DATED this 6th day of June, 2016.

DATED this 6th day of June, 2016

5
6 By: /s/ Eric N. Tran
7 ERIC N. TRAN
8 Nevada Bar No. 11876
9 5538 S. Eastern Ave
10 Las Vegas, Nevada 89173
11 Telephone: (702) 948-9770, Ext. 2033
12 Fax: (815) 550-2830
13 E-Mail: Eric.Tran@StoAmigo.com
14 Attorney for Plaintiff

By: G.A.
GARMAN TURNER GORDON LLP
GREGORY E. GARMAN
Nevada Bar No. 6654
ERIC R. OLSEN
Nevada Bar No. 3127
GABRIELLE A. HAMM
Nevada Bar No. 11588
650 White Drive, Suite 100
Las Vegas Nevada 89119
Telephone: (725) 777-3000
Fax: (725) 777-3112
Attorneys for Defendant
Turnberry/MGM Grand Towers, LLC

16
17 ORDER

18 IT IS HEREBY ORDERED THAT Defendant Turnberry/MGM Grand Towers, LLC shall be
19 dismissed with prejudice from the above entitled action. Each party shall bear their own attorney's fees
20 and costs.

21 Dated this 7th day of June, 2016

22
23 E. J. [Signature]
24 DISTRICT JUDGE
25
26
27
28