

IN THE SUPREME COURT OF THE STATE OF NEVADA

McGUIRE HOLDINGS, LTD.

Petitioner,

v.

BETFRED INTERNATIONAL
HOLDINGS, LTD.,

Respondent.

No. 83638

Electronically Filed
Nov 16 2021 03:15 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

**DOCKETING STATEMENT
CIVIL APPEALS**

GENERAL INFORMATION

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

WARNING

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

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

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

1. Judicial District 8th Department 27
County Clark County Judge Hon. Nancy Allf
District Ct. Case No. A-21-827937-B

2. Attorney filing this docketing statement:

Attorney Ariel E. Stern Telephone (702) 634-5000

Firm Akerman LLP

Address 1635 Village Center Circle, Suite
200 Las Vegas, Nevada 89134

Client(s) McGuire Holdings Ltd.

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 Todd L. Bice Telephone (702) 214-2100

Firm Pisanelli Bice PLLC

Address 400 South 7th Street, Suite
300 Las Vegas, Nevada 89101

Client(s) Betfred International Holdings Ltd.

Attorney James J. Pisanelli Telephone (702) 214-2100

Firm Pisanelli Bice PLLC

Address 400 South 7th Street, Suite
300 Las Vegas, Nevada 89101

Client(s) Betfred International Holdings Ltd.

(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 checked="" type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input checked="" 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 type="checkbox"/> Other disposition (specify): _____ |

5. Does this appeal raise issues concerning any of the following? N/A

- Child Custody
- Venue
- Termination of parental rights

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

N/A

7. Pending 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:

N/A

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

McGuire Holdings Ltd. ("McGuire") and Betfred International Holdings Ltd. ("Betfred") entered into an agreement where in exchange for assisting Betfred in becoming the sportsbook operator for any of the Mohegan Tribe casinos, Betfred would pay McGuire ten percent (10%) of the gross revenues Betfred received from any sportsbook it operated for the Mohegan Tribe. McGuire dutifully spent more than a year fulfilling its obligations under the agreement. Betfred, however, breached the agreement. Therefore, McGuire sued Betfred in Nevada. After the lawsuit began, Betfred filed a motion to dismiss for lack of personal jurisdiction. McGuire timely responded and Betfred replied. Both parties attached affidavits. Although the parties' affidavits conflicted, the district court refused to resolve factual disputes in McGuire's favor—and accepted Betfred's version of the facts as true. As a result, the district court granted Betfred's motion to dismiss with prejudice and denied McGuire's requests for jurisdictional discovery or to amend its complaint.

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

1. In deciding defendant's motion to dismiss, did the district court err by not resolving factual disputes in McGuire's favor even though McGuire submitted sufficient proffers of evidence?
2. Did McGuire make a prima facie showing with competent evidence of essential facts that, if true, support personal jurisdiction?

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:

N/A

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? No

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 is presumptively retained by the Nevada Supreme Court pursuant to NRAP 17(a)(9) as this case originated in business court.

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

Was it a bench or jury trial? N/A

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

No

TIMELINESS OF NOTICE OF APPEAL

16. **Date of entry of written judgment or order appealed from** September 16, 2021

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** September 16, 2021

Was service by:

Delivery

Mail/electronic/fax

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

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

NRCP 50(b) Date of filing N/A

NRCP 52(b) Date of filing N/A

NRCP 59 Date of filing N/A

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

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

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

Was service by:

Delivery

Mail

19. Date notice of appeal filed October 13, 2021

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)

SUBSTANTIVE APPEALABILITY

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

(a)

- | | |
|---|---------------------------------------|
| <input checked="" 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 type="checkbox"/> Other (specify) _____ | |

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

NRAP 3A(b)(1) provides that an appeal may be taken if a final judgment is entered in an action or proceeding commenced in the court in which the judgment is rendered. In this case, the district court entered a final determination when it granted defendant-respondent's motion to dismiss for lack of personal jurisdiction with prejudice. Thus, plaintiff-petitioner is entitled to appeal the district court's order.

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

(a) Parties:

McGuire Holdings Ltd. vs. Betfred International Holdings Ltd.

(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.

McGuire's claims: Breach of Contract, Quantum Meruit/Implied Contract, and Promissory Estoppel— all dismissed with prejudice on September 16, 2021.

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:

N/A

(b) Specify the parties remaining below:

N/A

(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)):

The district court's order is independently appealable under NRAP 3A(b) because it was a final judgment on all claims.

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.

McGuire Holdings, LTD
Name of appellant

Ariel E. Stern
Name of counsel of record

November 16, 2021
Date

/s/ Ariel E. Stern
Signature of counsel of record

Clark County, Nevada
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 16th day of November, 2021, I served a copy of this completed docketing statement upon all counsel of record:

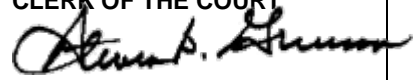
- By personally serving it upon him/her; or
- By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

James J. Pisanelli, Esq.
Todd L. Bice, Esq.
John A. Fortin, Esq.
PISANELLI BICE, PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Persi J. Mishel, Settlement Judge
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145

Dated this 16th day of November, 2021

/s/ Patricia Larsen
Signature



ACOM

1 ARIEL E. STERN, ESQ.
Nevada Bar No. 8276

2 MELANIE M. MORGAN, ESQ.
Nevada Bar No. 8215

AKERMAN LLP

3 1635 Village Center Circle, Suite 200
4 Las Vegas, Nevada 89134
5 Telephone: (702) 634-5000
6 Facsimile: (702) 380-8572
7 Email: ariel.stern@akerman.com
8 Email: melanie.morgan@akerman.com

DAMIEN H. PROSSER, ESQ.

8 Florida Bar No. 0017455
(Pro Hoc Vice Admission Pending)

JESSICA THORSON, ESQ.

9 Florida Bar No. 0091676
(Pro Hoc Vice Admission Pending)

MORGAN & MORGAN, P.A.

Business Trial Group

10 20 North Orange Avenue, 15th Floor
11 Orlando, Florida 32801
12 Telephone: (407) 236-5974
13 Facsimile: (407) 245-3349
14 E-mail: DProsser@forthepeople.com
15 E-mail: JThorson@forthepeople.com

Attorneys for Plaintiff McGuire Holdings Ltd.

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

19 McGuire Holdings Ltd.,

20 Plaintiff,

21 v.

22 Betfred International Holdings, Ltd.,

23 Defendant.

Case No.: A-21-827937-B

Dept.: XXVII

FIRST AMENDED COMPLAINT

JURY TRIAL DEMANDED

**EXEMPT FROM ARBITRATION
(Amount at Issue Exceeds \$50,000)**

FIRST AMENDED COMPLAINT

26 Plaintiff, McGuire Holdings, Ltd. (“McGuire”), sues Defendant, Betfred International
27 Holdings, Ltd. (“Betfred”), and alleges:

28 ///

INTRODUCTION

1
2 1. This case arises from a well-known foreign corporation taking advantage of
3 McGuire’s relationships and hard work. Betfred is a bookmaker based in the United Kingdom that
4 operates brick and mortar betting shops and online casinos. Anxious to expand its business in the
5 United States, Betfred desired to become the sportsbook operator for casinos owned or operated by
6 the Mohegan Tribe. Lacking connections with the Mohegan Tribe, Betfred and McGuire entered
7 into a written agreement that created binding obligations on the parties, including the obligation to
8 enter into a full form agreement to share revenue, wherein Betfred would pay McGuire 10% of the
9 gross revenues it received from the Mohegan Tribe casinos if McGuire could assist Betfred to
10 become the sportsbook operator for any of the Mohegan Tribe’s casinos (the “Mohegan Tribe
11 Deal”). After McGuire spent more than a year introducing Betfred to high ranking members of the
12 Mohegan Tribe, and all initial indications were that McGuire’s efforts were successful, Betfred
13 informed McGuire that any deal with the Mohegan Tribe was dead. This turned out to be false, as
14 Betfred subsequently became the sportsbook operator for the new Virgin Hotels Casino in Las Vegas
15 (the “Virgin Hotel Casino”), which is operated by the Mohegan Tribe. Without McGuire’s efforts,
16 Betfred would never have been able to secure the sportsbook deal with the Mohegan Tribe for the
17 Virgin Hotel Casino. Sadly, Betfred now refuses to honor its agreement with McGuire.

PARTIES, JURISDICTION, AND VENUE

18
19 2. This is an action for damages that exceeds the sum of \$15,000.00, exclusive of costs,
20 interest and attorneys’ fees.

21 3. Plaintiff, McGuire, is a Bahamian company with its principle place of business in
22 Orange County, Florida.

23 4. Defendant, Betfred, is a United Kingdom company with its principle place of
24 business in Birchwood, Warrington.

25 5. Venue is proper in Las Vegas, Nevada because one or more of the causes of action
26 accrued in Clark County, Nevada.

27 6. Specifically, the subject of the written agreement, the Virgin Hotel Casino, is located
28 in Clark County, Nevada. Representatives from Betfred, McGuire and the Mohegan Tribe met in

1 Clark County, Nevada to discuss updates, strategy and planning for the Mohegan Tribe Deal and
2 Betfred recently incorporated a Nevada subsidiary, Betfred USA Sports, LLC, in connection with the
3 Virgin Hotel Casino.

4 7. The written agreement between McGuire and Betfred specifically requires any
5 disputes be resolved in accordance with the laws of England and Wales. The agreement is silent on
6 the venue for any dispute.

7 FACTUAL BACKGROUND

8 A. Betfred

9 8. Betfred was founded in North England in 1967. Betfred owns and operates more than
10 1,600 betting shops in the United Kingdom and bills itself as a best in class online casino and betting
11 product in the United Kingdom and Spain.

12 9. The Mohegan Tribe owns or operates multiple casinos throughout the United States
13 and Canada, including casinos located in Connecticut, Pennsylvania, Louisiana, and Ontario.

14 10. The Mohegan Tribe also operates and manages the Virgin Hotel Casino. The Virgin
15 Hotel Casino is set to open in April of 2021.

16 11. Betfred is currently a licensed sportsbook operator in Iowa, Pennsylvania and
17 Colorado. Betfred's Nevada license is currently pending regulatory approval.

18 12. In the wake of the Supreme Court's ruling in *Murphy v. National Collegiate Athletic*
19 *Association*¹ sports betting in the United States has experienced extraordinary growth.

20 13. In an effort to cash in on this growth, Betfred has endeavored to expand its operations
21 in the United States.

22 14. One of Betfred's potential targets for expanding its sportsbook operations was the
23 Mohegan Tribe.

24 15. Unfortunately, Betfred did not have the necessary contacts with the Mohegan Tribe to
25 successfully pursue the Mohegan Tribe Deal. McGuire, on the other hand, did have the requisite
26

27 _____
28 ¹ *Murphy v. National Collegiate Athletic Ass'n*, 138 S. Ct. 1461 (2018) (holding that the
provision of the federal Professional and Amateur Sports Protection Act, which makes it unlawful
for a State to authorize sports gambling is unconstitutional).

1 relationships with the Mohegan Tribe to assist Betfred to become the sportsbook operator for casinos
2 owned or operated by the Mohegan Tribe.

3 **B. McGuire**

4 16. McGuire was founded by Peter Hutchinson (“Hutchinson”). Hutchinson is a
5 successful businessman originally from Northern England who now resides in Florida.

6 17. Hutchinson had connections with Betfred, including Betfred’s Chief Executive
7 Officer Mark Stebbings (“Stebbing”) and Betfred’s Trading Director Craig Reed (“Reed”).

8 18. As a result of his connections with Betfred, Hutchinson understood that Betfred was
9 seeking to expand its operations in the United States and was looking for inroads with the Mohegan
10 Tribe.

11 19. One of Hutchinson’s longtime associates and friends is Sherman Brown (“Brown”).
12 Brown is a successful businessman who mostly works with current and former NBA players to find
13 and negotiate promising investments.

14 20. Brown is also a member of the Board of Governors & Trustees for the Naismith Hall
15 of Fame (the NBA Hall of Fame).

16 21. Brown has connections with the Mohegan Tribe, including the former Chairman of
17 the Mohegan Tribe Council Kevin Brown (“Kevin Brown”), the Chief Marketing Officer David
18 Martinelli (“Martinelli”), and its Vice President of Interactive Gaming Aviram Alroy (“Alroy”).

19 **C. The Agreement**

20 22. Knowing that Betfred wished to expand its operations within the United States, in
21 June of 2017, McGuire approached Betfred to see if it would be interested in becoming the
22 sportsbook betting and wagering operator for any of the Mohegan Tribe casinos.

23 23. Betfred expressed its interest in becoming a sportsbook operator for the Mohegan
24 Tribe casinos.

25 24. In exchange for assisting Betfred to become the sportsbook operator for the Mohegan
26 Tribe casinos, Betfred and McGuire agreed to enter into a full form agreement customary for a share
27 of Betfred’s revenue with McGuire, wherein Betfred would pay McGuire 10% of the gross revenues
28 Betfred received from any sportsbook it operated for the Mohegan Tribe.

1 25. On July 10, 2018 Betfred and McGuire entered into a Letter of Intent (the
2 “Agreement”) to memorialize the parties' agreement. A copy of the Agreement is attached as
3 **Exhibit “A.”**

4 26. As set forth in Clause 1.2, the terms set forth in Clauses 3 through 8 of the Agreement
5 were intended to create binding obligations on the parties.

6 27. Clause 3.1 of the Agreement provides:

7 Promptly after the appointment of [Betfred] as the provider of the Sports
8 Book Service, the Parties shall enter into good faith negotiations for a full
9 form agreement containing such terms and conditions as are customary for
10 a share of part of [Betfred]’s revenue with [McGuire] based on assistance
11 given by [McGuire] in the appointment of [Betfred] as provider of the
12 Sports Book Service the main commercial terms of which is that
13 [McGuire] shall receive 10% of the gross revenue received by [Betfred]
14 under the agreement between [Betfred] and Mohegan Sun for the
15 provision of the Sports book service (but the avoidance of doubt the
16 amounts received by [Betfred] for service fees administration or other
17 costs outside the gross revenue share shall be excluded from the
18 calculation of such revenue share due to [McGuire]) for the duration of the
19 initial sports book service agreement.

20 **D. McGuire Successfully Secures the Sportsbook Operations for Betfred**

21 28. After the execution of the Agreement, McGuire began to pursue the Mohegan Tribe
22 Deal.

23 29. In an effort to secure Betfred the sportsbook services with the Mohegan Tribe,
24 McGuire spent more than a year pursuing the Deal on behalf of Betfred.

25 30. McGuire’s efforts included:

- 26 a. Introducing Betfred to the Mohegan Tribe via email for the purpose of becoming the
27 Mohegan Tribe’s sportsbook operator;
- 28 b. Engaging in email and phone call correspondence to facilitate a Betfred and Mohegan
Tribe partnership;
- c. Facilitating multiple in-person meetings between Stebbings, Reed, Kevin Brown,
Martinelli, and Alroy in Connecticut and Nevada (the “Mohegan Meetings”); and
- d. Attending the Mohegan Meetings along with representatives from Betfred and the
Mohegan Tribe.

1 31. McGuire’s initial efforts centered on Betfred operating the Mohegan Tribe’s
2 sportsbook in Connecticut, but the parties agreed to enter into a full form agreement that would
3 compensate McGuire if Betfred became the sportsbook operator for any of the casinos owned or
4 operated by the Mohegan Tribe.

5 32. After an in person meeting in Connecticut, on October 11, 2018, McGuire secured a
6 meeting in Las Vegas between Betfred and the Mohegan Tribe (the “Vegas Meeting”).

7 33. Alroy informed McGuire and Betfred at the Vegas Meeting that Betfred would not be
8 the sportsbook operator for the Mohegan Tribe’s Connecticut casino, but that there were
9 opportunities for Betfred to operate in other Mohegan Tribe casinos.

10 34. After the Vegas Meeting, Betfred represented to McGuire that negotiations had
11 stalled between Betfred and the Mohegan Tribe.

12 35. Contrary to its representations, and unbeknownst to McGuire, Betfred continued to
13 negotiate a deal with the Mohegan Tribe.

14 36. On July 17, 2020, Brown received a text message from Kevin Brown, the former
15 Chairman of the Mohegan Tribe Council, congratulating Brown and McGuire for securing the
16 sportsbook services for Betfred at the Virgin Hotel Casino. A copy of the text message is attached
17 as **Exhibit “B.”**

18 37. Kevin Brown’s text message was the first time McGuire learned that Betfred would
19 become the sportsbook operator for the Virgin Hotel Casino and that Betfred had cut McGuire out of
20 the deal in breach of the Agreement.

21 38. As a direct result of McGuire’s efforts, Betfred secured the sportsbook services for
22 the Virgin Hotel Casino.

23 39. After becoming the sportsbook service provider for the Virgin Hotel Casino, Betfred
24 failed to enter into good faith negotiations with McGuire for a full form agreement containing such
25 terms and conditions as are customary for a share of Betfred’s revenue with McGuire.

26 40. As a direct and proximate result of Betfred’s actions or inactions, McGuire has
27 suffered significant damages. The damages include, but are not limited to: (a) 10% of the gross
28 revenues Betfred receives from the operation of sportsbook betting and wagering services at the

1 Virgin Hotel Casino; (b) pre-judgment interest and costs; and (c) any other damages that may be
2 ascertained through discovery or otherwise appropriate.

3 41. All conditions precedent to the maintenance of this action have been performed,
4 excused, or waived.

5 42. McGuire has retained Morgan & Morgan, P.A. and Akerman, LLP to prosecute its
6 interests in this matter and is obligated to pay them attorneys' fees for their services.

7 **COUNT I**

8 **Breach of Contract**

9 43. McGuire realleges the allegations set forth above in Paragraphs 1 through 42 as if
10 fully set forth herein.

11 44. This is an action for breach of contract against Betfred.

12 45. As set forth above, the Agreement is an enforceable contract that created a binding
13 obligation for the parties to enter into good faith negotiations for a full form agreement to share
14 Betfred's revenue with McGuire "promptly after" Betfred was appointed as the sportsbook service
15 provider for Mohegan Tribe.

16 46. The Agreement sets forth the main commercial terms of the full form agreement,
17 including that McGuire shall receive 10% of the gross revenues Betfred receives from the operation
18 of sportsbook betting and wagering services from any Mohegan Tribe casino if McGuire was
19 successful in assisting Betfred to provide such services for the Mohegan Tribe.

20 47. The remaining acts necessary for the parties to execute the full form agreement were
21 merely ministerial.

22 48. McGuire fully performed its duties under the Agreement.

23 49. After becoming the sportsbook service provider for the Virgin Hotel Casino, Betfred
24 failed to perform its duties under Clause 3.1 of the Agreement by failing to enter into good faith
25 negotiations with McGuire for a full form agreement containing such terms and conditions as are
26 customary for a share of Betfred's revenue with McGuire.

27 50. Betfred's breach was the effective or dominant cause of McGuire's loss.

28 ///

DEMAND FOR TRIAL BY JURY

McGuire demands trial by jury on all issues so triable.

DATED this 25th day of January, 2021.

AKERMAN, LLP

/s/ Ariel Stern

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

MELANIE M. MORGAN, ESQ.

Nevada Bar No. 8215

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

Telephone: (702) 634-5000

Facsimile: (702) 380-8572

Email: ariel.stern@akerman.com

Email: melanie.morgan@akerman.com

MORGAN & MORGAN, P.A.

Business Trial Group

DAMIEN H. PROSSER, ESQ.

Florida Bar No. 0017455

(Pro Hoc Vice Admission Pending)

JESSICA THORSON, ESQ.

Florida Bar No. 0091676

(Pro Hoc Vice Admission Pending)

20 North Orange Avenue, 15th Floor

Orlando, Florida 32801

Telephone: (407) 236-5974

Facsimile: (407) 245-3349

E-mail: DProsser@forthepeople.com

E-mail: JThorson@forthepeople.com

Attorneys for Plaintiff McGuire Holdings Ltd.

EXHIBIT A

EXHIBIT A

PH MS

Letter of Intent

This Letter of Intent ("LoI") is entered into by and between

Betfred International Holdings Limited
Company number 11383525 (England and Wales)
The Spectrum Benson Road Birchwood Warrington Cheshire WA3 7PQ
(hereinafter referred to as "Party A")

and

McGuire Holdings Limited
Company number 160756B (Bahamas)
Sassoon House Shirley Street and Victoria Avenue Nassau New Providence Bahamas
(hereinafter referred to as "Party B")

(hereinafter referred to individually as "Party" and collectively as "Parties")
(The definitions Party A and Party B shall include the Parties group and/or associated companies)

1. Background

- 1.1 The LoI summarises the Parties' understanding regarding the contemplated agreement for a share of revenue resulting from Party A's potential appointment to supply sports book betting and wagering service to the US gambling operator Mohegan Sun ("Sports Book Service").
- 1.2 The purpose of the LoI is to establish an understanding as to terms agreed and intended to be set out in a full form agreement for a proposed revenue share of Party A's revenue receipt under the Sports Book Service. The LoI does not create any binding obligation, expressed or implied, on the Parties, except as set forth in Clauses 3 through 8 hereof.

2. Key Terms

- 2.1 Party A is endeavouring to win a selection process to be the appointed provider of a Sports Book Service.
- 2.2 Party B is assisting Party A in the selection process referred to in clause 2.1.
- 2.3 If successful in the selection process, the Parties will enter into an agreement for Party B to receive a share of the revenue received by Party A as provider of the Sports Book Service.
- 2.4 For the avoidance of doubt all decisions as to participation by Party A in the selection process and its continued participation is a decision solely for Party A. However, while commercially intended to proceed Party A with the assistance of Party B, shall both will use all reasonable endeavours to participate fully in the selection process referred to in clause 2.1.

3. Full Form Agreement

- 3.1 Promptly after the appointment of Party A as the provider of the Sports Book Service, the Parties shall enter into good faith negotiations for a full form agreement containing such terms and conditions as are customary for a share of Party A's revenue with Party B based on assistance given by Party B in the appointment of Party A as provider of the Sports Book Service the main commercial terms of which is that Party B shall receive 10% of the gross revenue received by Party A under the agreement between Party A and Mohegan Sun for the provision of the Sports Book Service (but the avoidance of doubt the amounts received by Party A for service fees administration or other costs outside the gross revenue share shall be excluded from the calculation of such revenue share due to Party B) for the duration of the initial Sports Book Service agreement.

4. Exclusivity

4.1 Until the date of termination of the LoI, the Parties shall not enter into discussions negotiations with any competing third party or engage as a consultant or similar with any competing third party regarding the application for the selection as provider of the Sports Book Service.

5. Confidentiality

5.1 Except as required by law, each Party agrees that it shall not disclose any Confidential Information to any third party except its advisors who are bound by a duty of confidentiality and that it shall not use any Confidential Information other than in connection with the selection process for Party A to be appointed as the provider of the Sports Book Service.

5.2 For purposes of clause 5.1 hereof, "Confidential Information" means any information about the other Party provided hereunder, any documents prepared or provided as part of or in connection with the selection process, and the LoI except information which: (i) is generally available to or known by the public other than as a result of improper disclosure by a Party, or (ii) is obtained by a Party from a source other than the other Party, provided that such source was not bound by a duty of confidentiality to the other Party with respect to such information.

5.3 The obligations in this clause 5 shall not end on the termination of this LoI

6. Costs and Expenses

6.1 Each Party shall bear its own costs and expenses incurred in pursuing the application process referred to in this agreement and/or documenting the full form agreement including but not limited to, legal and other professional fees.

7. Term and Termination

7.1 The LoI shall enter into force when it has been signed by both Parties and shall terminate on the earlier of: (i) the date of execution of any full form agreement, and (ii) the date Party A ceases to proceed with the application referred to; and (iii) the date it is confirmed another party has been appointed as the provider of the Sports Book Service. The Parties shall have no claim against each other as a result of termination of the LoI for any reason.

8. Miscellaneous

8.1 The LoI contains the entire understanding of the Parties with respect to the contemplated formation of the Company. The LoI may not be amended except in writing signed by both Parties.

8.2 Any disputes arising out of or in connection with the LoI which cannot be settled amicably shall be resolved by a court of competent jurisdiction in accordance with the laws of England and Wales excluding conflict of law principles.

8.3 The provisions of clauses 5.1, 5.2, 6.1, 7.1, 8.2 and 8.3 hereof shall survive termination of the LoI for any reason.

For and on behalf of

Party A



Name: Mark Stebbings
Hutchinson

Title: Managing Director

Date: 10th July 2018

For and on behalf of

Party B



Name: Peter Hutchinson

Title: CEO Director

Date: 9th July 2018.

EXHIBIT B

EXHIBIT B

10:18



< 297



Maybe: Kevin Brown >

iMessage

Thu, Jul 16, 10:28 PM

[https://
www.cdcgamingreports.com
/betfred-usa-lands-sports-
betting-deal-for-mohegan-
sun-casino-at-virgin-hotels-
las-vegas/
#.Xw8abQWubi0.linkedin](https://www.cdcgamingreports.com/betfred-usa-lands-sports-betting-deal-for-mohegan-sun-casino-at-virgin-hotels-las-vegas/#.Xw8abQWubi0.linkedin)

Hi Kevin, thanks for sharing.
How are you? Where are
you?

Watching the grass grow in
CT.

Are you safe there in
Orlando?

These are your guys right?
BetFred? I can't remember
for sure

Yes ves and



iMessage



1 James J. Pisanelli, Esq., Bar No. 4027
2 JJP@pisanellibice.com
3 Todd L. Bice, Esq., Bar No. 4534
4 TLB@pisanellibice.com
5 John A. Fortin, Esq., Bar No. 15221
6 JAF@pisanellibice.com
7 PISANELLI BICE PLLC
8 400 South 7th Street, Suite 300
9 Las Vegas, Nevada 89101
10 Telephone: 702.214.2100
11 Facsimile: 702.214.2101
12
13 *Attorneys for Defendant*
14 *Betfred Int'l Holdings, Ltd.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 MCGUIRE HOLDINGS LTD.,

18 Plaintiff,

19 vs.

20 BETFRED INTERNATIONAL
21 HOLDINGS, LTD.,

22 Defendant.

Case No.: A-21-827937-B
Dept. No.: XXVII

**ORDER REGARDING DEFENDANT
BETFRED INTERNATIONAL
HOLDINGS, LTD.'S MOTION TO
DISMISS FOR LACK OF PERSONAL
JURISDICTION**

Hearing Date: May 12, 2021

Hearing Time: 10:30 a.m.

23 On May 12, 2021, this Court heard Defendant Betfred International Holdings, Ltd.
24 ("Betfred Int'l") Motion to Dismiss Plaintiff McGuire Holdings Limited ("McGuire") First
25 Amended Complaint ("FAC") for Lack of Personal Jurisdiction under NRCP 12(b)(2). Having
26 considered the briefs, oral argument, and the record before the Court, the Court enters the
27 following findings of facts, conclusions of law, and enters its order as follows:

28 **I. FINDINGS OF FACT**

1. McGuire commenced this action based upon a 2018 Letter of Intent ("LOI")
between McGuire and Betfred Int'l.

2. Betfred Int'l is a subsidiary of the Betfred Group of companies within the
United Kingdom ("U.K."). Within that group are subsidiaries which operate the Betfred-branded

1 high street booking shop in the U.K. and also the Betfred-branded website operated out of
2 Gibraltar and serving primarily the U.K. online gaming market. Betfred Int'l is incorporated in
3 the U.K. and its principal place of business is the U.K.

4 3. McGuire is a company incorporated in the Bahamas with its principal place of
5 business in Orange County, Florida.

6 4. McGuire (through its owner Peter Hutchinson) initiated contact with a third-party
7 restaurant owner in the U.K. to make a connection with Betfred Int'l, and eventually made contact
8 with Betfred Int'l's director, Mark Stebbings, in the U.K.

9 5. McGuire sought Betfred Int'l's business by claiming to have several American
10 contacts with the Mohegan Sun Tribe and, in particular, the Mohegan Sun's Connecticut Casino.
11 At the time, the Mohegan Sun Connecticut Casino was actively accepting bids for its sportsbook
12 operation. Because Betfred Int'l was interested in entering the U.S. sportsbook market, Betfred
13 Int'l agreed to enter into the LOI with McGuire.

14 6. As the parties negotiated the LOI, all negotiations by Betfred Int'l occurred in the
15 U.K. In fact, McGuire (through Hutchinson) traveled to the U.K. to negotiate the deal, the parties
16 agreed that the LOI is governed by U.K. law, and Betfred Int'l consummated the LOI while in
17 the U.K.

18 7. Following the parties consummating the LOI, Betfred Int'l prepared and submitted
19 its bid to obtain the Mohegan Sun Connecticut Sportsbook.

20 8. In August 2018, both Betfred Int'l and McGuire traveled to Connecticut to meet
21 with McGuire's contacts and the Mohegan Sun in order to pitch Betfred Int'l's bid for the
22 Connecticut Sportsbook service.

23 9. After the Connecticut meeting, McGuire incorrectly predicted that Betfred Int'l
24 would be awarded the Mohegan Sun's Connecticut Sportsbook. These communications by
25 McGuire did mention other Sportsbook opportunities in Florida; however, there is no evidence in
26 the record that McGuire ever assisted Betfred Int'l or even discussed assisting Betfred Int'l in
27 obtaining any business in Nevada.

28

1 10. Betfred Int'l did travel to Nevada on one occasion in October 2018.
2 Representatives for Betfred Int'l came to Las Vegas to attend the Global Gaming Expo ("G2E")
3 along with much of the world-wide gaming industry.

4 11. While at G2E, Betfred Int'l and McGuire met with a member of the Mohegan Sun
5 and both were informed that Betfred Int'l failed to obtain the Mohegan Sun Connecticut
6 sportsbook. There is no connection between the LOI and the State of Nevada. This meeting
7 occurred simply because these parties were all in the same location at the same time.

8 12. Both parties appeared to understand that the terms of the LOI would not be met.
9 An email from McGuire's owner, Peter Hutchinson, confirmed the parties' mutual understanding
10 when he said "[Betfred Int'l] will be a success in USA [I] know, I'm just gutted [I] will not be
11 along to see it." There is no further evidence in the record that the parties continued working
12 together following the October 2018 G2E meeting.

13 13. In March 2019, the Mohegan Sun Connecticut Sportsbook Service publicly
14 announced that it awarded the contract to Kimba.

15 14. Section 7.1 of the LOI provides a termination clause which specifies that the LOI
16 terminates ("the date [Betfred Int'l] ceases to proceed with the application referred to; and . . . the
17 date it is confirmed another party has been appointed as the provider of the Sports Book
18 Service").

19 15. Following the LOI's termination, in June 2019, Betfred Int'l incorporated an
20 American subsidiary in Nevada, Betfred Sports USA, LLC ("Betfred USA") in order to pursue
21 other sportsbook services in the United States.

22 16. Betfred USA incorporated other U.S. subsidiaries and obtained sportsbook
23 contracts in Colorado, Iowa, and Pennsylvania.

24 17. Thereafter, in September 2019, Mohegan Gaming incorporated MGNV, LLC,
25 ("MGNV") a Delaware LLC, and MGNV obtained the rights to manage the Las Vegas Virgin
26 Hotel & Casino's gaming operations.

27
28

1 18. In October 2019, MGNV, LLC issued invites to Betfred USA and several other
2 sportsbook providers to submit proposals to obtain sportsbook operations for the Virgin Hotel &
3 Casino in Las Vegas.

4 19. In January 2020, Betfred USA formed Betfred Nevada as it signed an NDA with
5 MGNV and finalized an agreement to be the sportsbook for the Virgin Hotel & Casino.

6 20. In February 2020, Betfred Nevada entered into an agreement with MGNV, LLC to
7 operate the Virgin Hotel & Casino sportsbook.

8 **II. CONCLUSIONS OF LAW**

9 1. Because this Court concludes that McGuire will never be capable of pleading any
10 facts necessary to hale Betfred Int'l into a Nevada courthouse over the LOI, this Court denies
11 McGuire's request for leave to amend its complaint and likewise dismisses this case with
12 prejudice.

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

14 1. Defendant Betfred Int'l's Motion to Dismiss for lack of Personal Jurisdiction is
15 GRANTED under NRCP 12(b)(2) based upon the following findings:

- 16 a. Betfred Int'l does not have enough of a relationship with Nevada, if any, to
17 establish that there was a minimum contact with the forum;
- 18 b. Betfred Int'l did not purposefully avail itself of the forum in Nevada
19 concerning the LOI;
- 20 c. McGuire's arguments regarding agency and alter ego are rejected because it
21 would require the Court to speculate with regard to the Nevada subsidiary
22 entities and other non-parties to the litigation;
- 23 d. The contract was negotiated at arm's length, and included a forum selection
24 clause; and.
- 25 e. The parties did not come to Las Vegas to negotiate at G2E with regard to this
26 contract. The parties came to G2E to attend the conference and the fortuitous
27 meeting regarding the Connecticut Sportsbook was merely incidental to the
28 trip.

- 1 2. Plaintiff's request for jurisdictional discovery is DENIED.
- 2 3. Plaintiff's request for leave to amend its complaint is DENIED.
- 3 4. Plaintiff's First Amended Complaint is DISMISSED WITH PREJUDICE.
- 4 5. This order is intended to resolve all outstanding issues and intended to be a final
- 5 determination.

6
7 September 15, 2021

Dated this 16th day of September, 2021

Nancy L Allf

TW

07B OCA 12CE CF56
Nancy Allf
District Court Judge

8
9
10
11 Respectfully submitted by:
12 PISANELLI BICE PLLC

Approved by:
AKERMAN LLP

13
14 By: /s/ Todd L. Bice
15 James J. Pisanelli, Esq., # 4027
16 Todd L. Bice, Esq., #4534
17 John A. Fortin, Esq., #15221
18 400 South 7th Street, Suite 300
19 Las Vegas, Nevada 89101

By: **NOT APPROVED**
Ariel E. Stern, Esq., #8276
Melanie M. Morgan, Esq., #8215
1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134

20
21 Attorneys for Defendant
22 Betfred Int'l Holdings, Ltd.

MORGAN & MORGAN P.A.
Damien H. Prosser, Esq.,
(admitted pro hac vice)
Jessica Thorson, Esq.,
(admitted pro hac vice)
20 North Orange Ave, 15th Floor
Orlando, Florida 32801

Attorneys for McGuire Holdings Ltd.

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 McGuire Holdings, Ltd.,
7 Plaintiff(s)

CASE NO: A-21-827937-B

8 vs.

DEPT. NO. Department 27

9 Betfred International Holdings,
10 Ltd., Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
15 system to all recipients registered for e-Service on the above entitled case as listed below:

16 Service Date: 9/16/2021

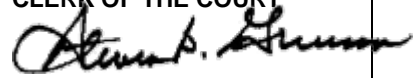
16	Todd Bice	tlb@pisanellibice.com
17	Ariel Stern	ariel.stern@akerman.com
18	Melanie Morgan	melanie.morgan@akerman.com
19	Akerman LLP	AkermanLAS@akerman.com
20	Kimberly Peets	lit@pisanellibice.com
21	Shannon Dinkel	sd@pisanellibice.com
22	Patricia Helman	phelman@forthepeople.com
23	Damien Prosser	DProsser@forthepeople.com
24	Jessica Thorson	JThorson@forthepeople.com
25	Melissa Todd	mtodd@forthepeople.com

26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

John Fortin

jaf@pisanellibice.com



1 James J. Pisanelli, Esq., Bar No. 4027
2 JJP@pisanellibice.com
3 Todd L. Bice, Esq., Bar No. 4534
4 TLB@pisanellibice.com
5 John A. Fortin, Esq., Bar No. 15221
6 JAF@pisanellibice.com
7 PISANELLI BICE PLLC
8 400 South 7th Street, Suite 300
9 Las Vegas, Nevada 89101
10 Telephone: 702.214.2100
11 Facsimile: 702.214.2101

12 *Attorneys for Defendant*
13 *Betfred Int'l Holdings, Ltd.*

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 MCGUIRE HOLDINGS LTD.,
17
18 Plaintiff,

19 vs.

20 BETFRED INTERNATIONAL
21 HOLDINGS, LTD.,
22
23 Defendant.

Case No.: A-21-827937-B
Dept. No.: XXVII

NOTICE OF ENTRY OF ORDER

24 PLEASE TAKE NOTICE that an "Order Regarding Defendant Betfred International
25 Holdings, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction" was entered in the above-
26 captioned matter on September 16, 2021, a true and correct copy of which is attached hereto.

27 DATED this 16th day of September, 2021.

28 PISANELLI BICE PLLC

By: /s/John A. Fortin
James J. Pisanelli, Esq., #4027
Todd L. Bice, Esq., #4534
John A. Fortin, Esq., #15221
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101

Attorneys for Defendant
Betfred International Holdings Ltd.

1 James J. Pisanelli, Esq., Bar No. 4027
2 JJP@pisanellibice.com
3 Todd L. Bice, Esq., Bar No. 4534
4 TLB@pisanellibice.com
5 John A. Fortin, Esq., Bar No. 15221
6 JAF@pisanellibice.com
7 PISANELLI BICE PLLC
8 400 South 7th Street, Suite 300
9 Las Vegas, Nevada 89101
10 Telephone: 702.214.2100
11 Facsimile: 702.214.2101

12 *Attorneys for Defendant*
13 *Betfred Int'l Holdings, Ltd.*

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 MCGUIRE HOLDINGS LTD.,
17 Plaintiff,

18 vs.

19 BETFRED INTERNATIONAL
20 HOLDINGS, LTD.,
21 Defendant.

Case No.: A-21-827937-B
Dept. No.: XXVII

**ORDER REGARDING DEFENDANT
BETFRED INTERNATIONAL
HOLDINGS, LTD.'S MOTION TO
DISMISS FOR LACK OF PERSONAL
JURISDICTION**

Hearing Date: May 12, 2021

Hearing Time: 10:30 a.m.

22 On May 12, 2021, this Court heard Defendant Betfred International Holdings, Ltd.
23 ("Betfred Int'l") Motion to Dismiss Plaintiff McGuire Holdings Limited ("McGuire") First
24 Amended Complaint ("FAC") for Lack of Personal Jurisdiction under NRCP 12(b)(2). Having
25 considered the briefs, oral argument, and the record before the Court, the Court enters the
26 following findings of facts, conclusions of law, and enters its order as follows:

27 **I. FINDINGS OF FACT**

28 1. McGuire commenced this action based upon a 2018 Letter of Intent ("LOI")
between McGuire and Betfred Int'l.

2. Betfred Int'l is a subsidiary of the Betfred Group of companies within the
United Kingdom ("U.K."). Within that group are subsidiaries which operate the Betfred-branded

1 high street booking shop in the U.K. and also the Betfred-branded website operated out of
2 Gibraltar and serving primarily the U.K. online gaming market. Betfred Int'l is incorporated in
3 the U.K. and its principal place of business is the U.K.

4 3. McGuire is a company incorporated in the Bahamas with its principal place of
5 business in Orange County, Florida.

6 4. McGuire (through its owner Peter Hutchinson) initiated contact with a third-party
7 restaurant owner in the U.K. to make a connection with Betfred Int'l, and eventually made contact
8 with Betfred Int'l's director, Mark Stebbings, in the U.K.

9 5. McGuire sought Betfred Int'l's business by claiming to have several American
10 contacts with the Mohegan Sun Tribe and, in particular, the Mohegan Sun's Connecticut Casino.
11 At the time, the Mohegan Sun Connecticut Casino was actively accepting bids for its sportsbook
12 operation. Because Betfred Int'l was interested in entering the U.S. sportsbook market, Betfred
13 Int'l agreed to enter into the LOI with McGuire.

14 6. As the parties negotiated the LOI, all negotiations by Betfred Int'l occurred in the
15 U.K. In fact, McGuire (through Hutchinson) traveled to the U.K. to negotiate the deal, the parties
16 agreed that the LOI is governed by U.K. law, and Betfred Int'l consummated the LOI while in
17 the U.K.

18 7. Following the parties consummating the LOI, Betfred Int'l prepared and submitted
19 its bid to obtain the Mohegan Sun Connecticut Sportsbook.

20 8. In August 2018, both Betfred Int'l and McGuire traveled to Connecticut to meet
21 with McGuire's contacts and the Mohegan Sun in order to pitch Betfred Int'l's bid for the
22 Connecticut Sportsbook service.

23 9. After the Connecticut meeting, McGuire incorrectly predicted that Betfred Int'l
24 would be awarded the Mohegan Sun's Connecticut Sportsbook. These communications by
25 McGuire did mention other Sportsbook opportunities in Florida; however, there is no evidence in
26 the record that McGuire ever assisted Betfred Int'l or even discussed assisting Betfred Int'l in
27 obtaining any business in Nevada.

28

1 10. Betfred Int'l did travel to Nevada on one occasion in October 2018.
2 Representatives for Betfred Int'l came to Las Vegas to attend the Global Gaming Expo ("G2E")
3 along with much of the world-wide gaming industry.

4 11. While at G2E, Betfred Int'l and McGuire met with a member of the Mohegan Sun
5 and both were informed that Betfred Int'l failed to obtain the Mohegan Sun Connecticut
6 sportsbook. There is no connection between the LOI and the State of Nevada. This meeting
7 occurred simply because these parties were all in the same location at the same time.

8 12. Both parties appeared to understand that the terms of the LOI would not be met.
9 An email from McGuire's owner, Peter Hutchinson, confirmed the parties' mutual understanding
10 when he said "[Betfred Int'l] will be a success in USA [I] know, I'm just gutted [I] will not be
11 along to see it." There is no further evidence in the record that the parties continued working
12 together following the October 2018 G2E meeting.

13 13. In March 2019, the Mohegan Sun Connecticut Sportsbook Service publicly
14 announced that it awarded the contract to Kimba.

15 14. Section 7.1 of the LOI provides a termination clause which specifies that the LOI
16 terminates ("the date [Betfred Int'l] ceases to proceed with the application referred to; and . . . the
17 date it is confirmed another party has been appointed as the provider of the Sports Book
18 Service").

19 15. Following the LOI's termination, in June 2019, Betfred Int'l incorporated an
20 American subsidiary in Nevada, Betfred Sports USA, LLC ("Betfred USA") in order to pursue
21 other sportsbook services in the United States.

22 16. Betfred USA incorporated other U.S. subsidiaries and obtained sportsbook
23 contracts in Colorado, Iowa, and Pennsylvania.

24 17. Thereafter, in September 2019, Mohegan Gaming incorporated MGNV, LLC,
25 ("MGNV") a Delaware LLC, and MGNV obtained the rights to manage the Las Vegas Virgin
26 Hotel & Casino's gaming operations.

27
28

1 18. In October 2019, MGNV, LLC issued invites to Betfred USA and several other
2 sportsbook providers to submit proposals to obtain sportsbook operations for the Virgin Hotel &
3 Casino in Las Vegas.

4 19. In January 2020, Betfred USA formed Betfred Nevada as it signed an NDA with
5 MGNV and finalized an agreement to be the sportsbook for the Virgin Hotel & Casino.

6 20. In February 2020, Betfred Nevada entered into an agreement with MGNV, LLC to
7 operate the Virgin Hotel & Casino sportsbook.

8 **II. CONCLUSIONS OF LAW**

9 1. Because this Court concludes that McGuire will never be capable of pleading any
10 facts necessary to hale Betfred Int'l into a Nevada courthouse over the LOI, this Court denies
11 McGuire's request for leave to amend its complaint and likewise dismisses this case with
12 prejudice.

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

14 1. Defendant Betfred Int'l's Motion to Dismiss for lack of Personal Jurisdiction is
15 GRANTED under NRCP 12(b)(2) based upon the following findings:

- 16 a. Betfred Int'l does not have enough of a relationship with Nevada, if any, to
17 establish that there was a minimum contact with the forum;
- 18 b. Betfred Int'l did not purposefully avail itself of the forum in Nevada
19 concerning the LOI;
- 20 c. McGuire's arguments regarding agency and alter ego are rejected because it
21 would require the Court to speculate with regard to the Nevada subsidiary
22 entities and other non-parties to the litigation;
- 23 d. The contract was negotiated at arm's length, and included a forum selection
24 clause; and.
- 25 e. The parties did not come to Las Vegas to negotiate at G2E with regard to this
26 contract. The parties came to G2E to attend the conference and the fortuitous
27 meeting regarding the Connecticut Sportsbook was merely incidental to the
28 trip.

- 1 2. Plaintiff's request for jurisdictional discovery is DENIED.
- 2 3. Plaintiff's request for leave to amend its complaint is DENIED.
- 3 4. Plaintiff's First Amended Complaint is DISMISSED WITH PREJUDICE.
- 4 5. This order is intended to resolve all outstanding issues and intended to be a final
- 5 determination.

6
7 September 15, 2021

Dated this 16th day of September, 2021

Nancy L Allf

TW

07B OCA 12CE CF56
Nancy Allf
District Court Judge

8
9
10
11 Respectfully submitted by:
12 PISANELLI BICE PLLC

Approved by:
AKERMAN LLP

13
14 By: /s/ Todd L. Bice
15 James J. Pisanelli, Esq., # 4027
16 Todd L. Bice, Esq., #4534
17 John A. Fortin, Esq., #15221
18 400 South 7th Street, Suite 300
19 Las Vegas, Nevada 89101

By: **NOT APPROVED**
Ariel E. Stern, Esq., #8276
Melanie M. Morgan, Esq., #8215
1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134

20 Attorneys for Defendant
21 Betfred Int'l Holdings, Ltd.

MORGAN & MORGAN P.A.
Damien H. Prosser, Esq.,
(admitted pro hac vice)
Jessica Thorson, Esq.,
(admitted pro hac vice)
20 North Orange Ave, 15th Floor
Orlando, Florida 32801

Attorneys for McGuire Holdings Ltd.

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 McGuire Holdings, Ltd.,
7 Plaintiff(s)

CASE NO: A-21-827937-B

8 vs.

DEPT. NO. Department 27

9 Betfred International Holdings,
10 Ltd., Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
15 system to all recipients registered for e-Service on the above entitled case as listed below:

16 Service Date: 9/16/2021

16	Todd Bice	tlb@pisanellibice.com
17	Ariel Stern	ariel.stern@akerman.com
18	Melanie Morgan	melanie.morgan@akerman.com
19	Akerman LLP	AkermanLAS@akerman.com
20	Kimberly Peets	lit@pisanellibice.com
21	Shannon Dinkel	sd@pisanellibice.com
22	Patricia Helman	phelman@forthepeople.com
23	Damien Prosser	DProsser@forthepeople.com
24	Jessica Thorson	JThorson@forthepeople.com
25	Melissa Todd	mtodd@forthepeople.com

26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

John Fortin

jaf@pisanellibice.com