

IN THE SUPREME COURT OF NEVADA

MCGUIRE HOLDINGS LTD.,

Appellant,

v.

BETFRED INTERNATIONAL
HOLDINGS, LTD.,

Respondent.

Supreme Court No. 83638

District Court Case No. A-21-827937
Electronically Filed
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Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

Appeal From the Judgment Entered by the Eighth Judicial District Court
The Honorable Nancy Allf, District Judge
District Court Case No. A-21-827937-B

**JOINT APPENDIX
VOLUME 1 OF 1**

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DATED this 15th day of February, 2022.

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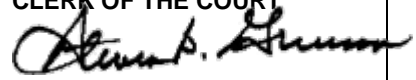
CERTIFICATE OF SERVICE

I certify that I electronically filed on this 15th day of February, 2022, the foregoing **JOINT APPENDIX – VOLUME 1 OF 1**, with the Clerk of the Court for the Nevada Supreme Court by using the Court's electronic file and serve system. I further certify that all parties of record to this appeal are either registered with the Court's electronic filing system or have consented to electronic service and that electronic service shall be made upon and in accordance with the Court's Master Service List.

I declare that I am employed in the office of a member of the bar of this Court at whose discretion the service was made.

/s/ Carla Llarena _____

An employee of Akerman LLP



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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 ///

1 51. As a result of Betfred’s breach of the Agreement, McGuire has suffered damages in
2 the form of the 10% lost fee on Betfred’s gross revenue from the operation of the sportsbook betting
3 and wagering services at the Virgin Hotel Casino.

4 WHEREFORE, McGuire demands judgment for damages against Betfred, including costs
5 and interest, and such other relief as the Court deems just and proper.

6 COUNT II

7 Quantum Meruit/Implied Contract

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

10 53. In the alternative, this is a claim for quantum meruit/implied contract against Betfred.

11 54. McGuire provided valuable services in good faith to Betfred by brokering a deal
12 between Betfred and the Mohegan Tribe. Specifically, McGuire introduced Betfred to its contacts
13 within the Mohegan Tribe. Without McGuire, Betfred would not be the sportsbook betting and
14 wagering operator for the Virgin Hotel Casino.

15 55. Betfred was enriched by the services provided by McGuire.

16 56. The services provided by McGuire were done at the request of and were knowingly
17 accepted by Betfred.

18 57. Betfred’s receipt and acceptance of McGuire’s services in connection with the
19 Mohegan Tribe Deal without compensation to McGuire would be unjust.

20 58. As promised by Betfred, McGuire expected to enter into a full form agreement to
21 receive 10% of Betfred’s gross revenue from the operation of the sportsbook betting and wagering
22 services for the Virgin Hotel Casino.

23 59. Betfred has failed to fairly and adequately compensate McGuire for its services.

24 60. There is a causal link between McGuire’s loss and Betfred’s gain.

25 61. Specifically, McGuire has been damaged by losing the 10% fee on Betfred’s gross
26 revenue from the operation of the Virgin Hotel Casino sportsbook, while Betfred has been enriched
27 through its position as sportsbook operator.

28 62. McGuire has exhausted all other legal remedies.

1 WHEREFORE, McGuire demands judgment for damages against Betfred, including costs
2 and interest, and such other relief as the Court deems just and proper.

3 **COUNT III**

4 **Promissory Estoppel**

5 63. McGuire realleges the allegations set forth above in Paragraphs 1 through 42 as if
6 fully set forth herein.

7 64. In the alternative, this is a claim for promissory estoppel against Betfred.

8 65. There was a legal relationship between Betfred and McGuire that gave rise to rights
9 and duties.

10 66. Betfred made certain promises to enter into a full form agreement to pay McGuire
11 10% of Betfred's gross revenue from the operation of the sportsbook betting and wagering services
12 for the Virgin Hotel Casino.

13 67. Betfred should have reasonably expected and did expect McGuire to rely or act upon
14 such promises to pay McGuire the promised fee in the event McGuire assisted Betfred to procure the
15 sportsbook betting and wagering services for the Virgin Hotel Casino.

16 68. McGuire relied and acted upon Betfred's promises to pay McGuire when it
17 introduced Betfred to the Mohegan Tribe and assisted Betfred to procure the sportsbook betting and
18 wagering services for the Virgin Hotel Casino.

19 69. An injustice can only be avoided by enforcing Betfred's promises to pay McGuire the
20 agreed upon fee, because as a result of McGuire's reliance and action on Betfred's promises,
21 McGuire detrimentally changed its position.

22 WHEREFORE, McGuire demands judgment for damages against Betfred, including costs,
23 interest, and any further relief the Court deems just and proper.

24 ///

25 ///

26 ///

27 ///

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

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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 the 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 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



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17
18 **EIGHTH JUDICIAL DISTRICT COURT**
19 **CLARK COUNTY, NEVADA**

20 McGuire Holdings Ltd.,

21 Plaintiff,

22 v.

23 Betfred International Holdings, Ltd.,

24 Defendants.

Case No.: A-21-827937-B

Dept.: XXVII

SUMMONS - CIVIL

26 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
27 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ**
28 **THE INFORMATION BELOW.**

BETFRED INTERNATIONAL HOLDINGS, LTD.
The Spectrum Benson Road
Birchwood, Warrington
United Kingdom, WA3 7PQ

TO THE DEFENDANT(S): A civil First Amended Complaint has been filed by the Plaintiff against you for the relief set forth in the First Amended Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the First Amended Complaint in accordance with the rules of the Court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff and failure to so respond will result in a judgment of default against you for the relief demanded in the First Amended Complaint, which could result in the taking of money or property or other relief requested in the First Amended Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the First Amended Complaint.

CLERK OF COURT

BY:  2/2/2021

Deputy Clerk
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

DATE

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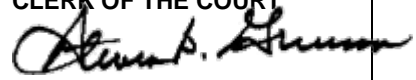
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9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 MCGUIRE HOLDINGS LTD.,

12 Plaintiff,

13 vs.

14 BETFRED INTERNATIONAL
15 HOLDINGS, LTD.,

16 Defendant.

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

(HEARING REQUESTED)

**DEFENDANT'S MOTION TO DISMISS
FOR LACK OF PERSONAL
JURISDICTION**

17 Pursuant to NRCP 12(b)(2), Defendant Betfred International Holdings, Ltd. ("Betfred Int'l")
18 moves to dismiss this case for lack of personal jurisdiction. Betfred Int'l is a holding company
19 organized and headquartered in the United Kingdom. It does not do business in the United States,
20 although it has subsidiaries that do. But, the U.S. Constitution, Nevada's long-arm jurisdiction
21 statute, and the economy and efficiency of Nevada's court system does not countenance a foreign
22 corporation being haled into court, across the Atlantic, particularly when that defendant could not
23 have reasonably anticipated defending itself in Nevada on the claims asserted.

24 As this Court reviews Plaintiff McGuire Holdings, Ltd.'s ("McGuire") First Amended
25 Complaint ("FAC"), coupled with this Motion to Dismiss and attached Declaration, it must
26 conclude that personal jurisdiction over Betfred Int'l is lacking in Nevada. This dispute concerns
27 two foreign corporations arguing over a letter of intent that is governed by foreign law where it will
28 neither be economic nor efficient to resolve in the Nevada court system. If McGuire actually thinks

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that it has claims, its forum is in the United Kingdom where Betfred Int'l is at home and whose laws govern the matter.

This Motion is based on the following Memorandum of Points and Authorities, attached exhibits, and any oral arguments allowed by this Court at the time of hearing.

DATED this 15th day of March, 2021.

PISANELLI BICE PLLC

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Betfred International Holdings Ltd.*

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **I. INTRODUCTION**

3 The cornerstone of the 14th Amendment's due process clause requires this Court to consider
4 "the traditional notions of fair play and substantial justice." *Int'l Shoe Co. v. Washington*,
5 326 U.S. 310, 316 (1945). It would neither be fair nor just to require Betfred Int'l to litigate this
6 suit in Nevada.

7 McGuire claims to be incorporated in the Bahamas, with a principal place of business in
8 Florida. Betfred Int'l is incorporated in the United Kingdom ("U.K.") and its principal place of
9 business is England. The genesis of this dispute is that persons who later introduced McGuire as a
10 contracting party (1) cold-called Betfred Int'l in the U.K.; (2) came to the U.K to meet with
11 executives for Betfred Int'l; (3) negotiated a Letter of Intent ("LOI") over the phone and by email
12 with Betfred Int'l in the U.K., (4) Betfred Int'l signed the LOI in the U.K.; and (5) that LOI is
13 expressly governed by the laws of the U.K. for a potential business opportunity in the State of
14 Connecticut. There is no nexus to the State of Nevada for those claims.

15 But now McGuire claims that it is owed compensation for unrelated events years later that
16 happened in Nevada, although McGuire tellingly does not identify any facts connecting itself or its
17 claims against Betfred Int'l with the State of Nevada, or any substantive events in Nevada. Rather,
18 in an attempt to now manufacture Nevada jurisdiction, McGuire untenably conflates Betfred Int'l
19 with its American subsidiary, Betfred Sports USA, LLC ("Betfred USA"), and Betfred USA's
20 Nevada subsidiary, Betfred Sports (Nevada), LLC ("Betfred Nevada"). Although it has nothing to
21 do with McGuire as evidenced by the FAC's silence, Betfred Nevada has recently contracted with
22 the casino manager of the soon-to-be Virgin Hotel & Casino in Las Vegas, Nevada.

23 This Motion to Dismiss does not focus on the sufficiency of the arguments levied by
24 McGuire with its claims of breach of contract, quantum meruit, or promissory estoppel. It is
25 unnecessary for this Court to consider those specifics because McGuire fails to allege facts – nor
26 will it ever be possible to plead sufficient facts – for this Court to exercise personal jurisdiction
27 over Betfred Int'l, a U.K. entity, regardless of the merits of the claims levied in the FAC.

28

1 Unremarkably, the FAC is utterly devoid of facts that create general jurisdiction over
2 Betfred Int'l. And, any attempt to claim specific jurisdiction – claiming that Betfred Int'l
3 purposefully availed itself of Nevada or that it established minimum contacts in the forum for the
4 claims asserted – is wholly unsupported. The sparse contacts referenced in McGuire's FAC are
5 either textbook examples of fortuitous contacts or are attributable to Betfred USA and Betfred
6 Nevada – third-party subsidiaries not parties to this litigation. Finally, the interests of the forum in
7 resolving this dispute between two foreign corporations interpreting a foreign contract are minimal
8 at best, and present no significant value to Nevada's jurisprudence. Therefore, this Court must
9 conclude that it "would be unreasonable and unfair" to force Betfred Int'l to litigate with McGuire
10 in Nevada. *Asahi Metal Industry Co., Ltd. v. Superior Ct. of Cali.*, 480 U.S. 102, 114 (1987).

11 **II. STATEMENT OF FACTS**

12 **A. Peter Hutchinson and McGuire Engage with Betfred Int'l About Obtaining the**
13 **Mohegan Tribe's Sportsbook Operation in Connecticut.**

14 As McGuire's FAC outlines, this dispute arises from an alleged contract with Betfred Int'l.¹
15 (Pl's FAC at 2; *see generally* Stebbings Decl.)² *see also* Ex. A (attached to the declaration is a copy
16 of the Letter of Intent ("LOI") for the Court's review.) But tellingly, McGuire's FAC is devoid of
17 any allegations about how the LOI came into existence, as doing so belies any suggestion of a
18 Nevada nexus or Nevada jurisdiction.

19 Betfred Int'l is a subsidiary of the Betfred Group of companies within the U.K. (Stebbing's
20 Decl. ¶ 3.) Within that group are subsidiaries which operate the Betfred-branded high street

21
22 ¹ For purposes of this Motion, McGuire's allegations must be taken as true, although they are
23 not conceded by Betfred Int'l. *See* NRC 12(b)(2). Indeed, although McGuire makes a conclusory
24 assertion that the LOI is a binding contract, the face of the LOI shows otherwise, and McGuire
25 tellingly alleges no facts (Nevada or otherwise) showing its own performance.

26 ² The Court may consider evidence outside of the complaint in a 12(b)(2) motion without
27 turning the motion into a motion for summary judgment. *See Viega GmbH v. Eighth Jud. Dist. Ct.*,
28 130 Nev. 368, 373-74, 328 P.3d 1152, 1156 (2014); *see also In re Cay Clubs*, 130 Nev. 920, 936,
340 P.3d 563, 574 (2014) (detailing the parol evidence rule and permitting parties to explain the
terms of a contract when terms are ambiguous or silent). This motion is supported by the
Declaration of Mark Stebbings, Director of Betfred Int'l and Manager for several Betfred American
subsidiaries including Betfred USA and Betfred Nevada. (Attached hereto as Stebbings Decl.)
Attached to the declaration are various documents that provide context and support to the timeline
of events. (*See* Ex. A-Ex. C.) All of these documents are incorporated herein by reference.

1 booking shop in the U.K. and also the Betfred-branded website operated out of Gibraltar and serving
2 primarily the U.K. online gaming market. (*Id.*) Betfred is a well-known sports wagering company
3 within the U.K. (*Id.*) No one at McGuire knew or had any relationship with Betfred Int'l. Out of
4 the blue, the founder of Betfred Int'l, Fred Done ("Fred"), was contacted by a restaurant owner in
5 the U.K. which Fred knew. (*Id.* at ¶4.) This U.K. restaurant owner said that he had been contacted
6 by a Peter Hutchinson and was seeking contact information for Fred. (*Id.*) This restaurant owner
7 contacted Fred. (*Id.*) Fred in turn put Stebbings in touch with the restaurant owner who in turn
8 provided Stebbings Hutchinson's phone number. (*Id.*) In May 2018, Stebbings and Hutchinson
9 then spoke – however the McGuire entity was not mentioned at the time. (*Id.*)

10 In the initial phone call, Hutchinson claimed that he knew of a potential race and sports
11 betting opportunity with the Mohegan Sun Casino in Connecticut, and that he (Hutchinson) had a
12 relationship with someone who then had a relationship with a then-member of the Mohegan Tribe's
13 council, Kevin Brown. (*Id.* at ¶ 5.) This additional middleman, Sherman Brown, although no
14 relationship to Kevin Brown, was never disclosed as having any role in McGuire. (*Id.*) Following
15 the initial phone call, Hutchinson came to the U.K. and he, a Betfred Int'l executive Craig Reid,
16 and Stebbings met in a hotel in Manchester. (*Id.* at ¶ 6.) Following this face-to-face meeting there
17 were additional calls and emails between all four (Hutchinson, Reid, Sherman Brown and
18 Stebbings) regarding the Connecticut opportunity. (*Id.*)

19 In July 2018, prior to moving forward on the Connecticut Request for Proposal ("RFP"),
20 Hutchinson asked Stebbings for a letter of intent ("LOI") or similar agreement to facilitate an
21 August 2018 pitch to the Mohegan Sun in Connecticut. (*Id.* at ¶ 7.) Stebbings inquired as to the
22 party that would consummate the LOI and it was at that point that Hutchinson revealed McGuire.
23 (*Id.*)

24 The LOI was originally created in the U.K. by Betfred Int'l and based on Stebbings limited
25 understanding of McGuire, with a company incorporated in the Bahamas. (*Id.* at ¶ 8.) All of the
26 negotiations regarding the LOI occurred via phone or email with Betfred Int'l in the U.K. (*Id.*)
27 Because of Betfred Int'l's presence in the UK, it required that the LOI's terms and any interpretation
28 of it would be governed by U.K. law. (*Id.* at ¶ 9; *see* Ex. A.)

1 More specifically, the LOI notes that it "summarizes the Parties' understanding regarding
2 the *contemplated* agreement for a share of revenues resulting from [Betfred Int'l]'s *potential*
3 appointment to supply a sports betting and wagering service to the US gambling operator
4 Mohegan Sun." (Ex. A at 1 ¶ 1.1 (emphasis added).) The "key terms" state that "[McGuire] is
5 *assisting* [Betfred Int'l] in the selection process" to provide sportsbook services to the Mohegan
6 Sun Casino in Connecticut. (*Id.* at 1 ¶ 2.2 (emphasis added); Stebbings Decl. at ¶ 5, 10-11.) At
7 that time, there was certainly no discussions about an opportunity in Nevada since the tribe had no
8 involvement there, nor did McGuire render any services relating to Nevada or anywhere else.
9 (Stebbing Decl. at ¶ 5, 10-11.)

10 **B. The 2018 Meetings Between Betfred Int'l and the Mohegan Tribe.**

11 In July 2018, Betfred Int'l prepared and submitted a bid for the Mohegan Sun Casino
12 Connecticut gaming operation to operate its race and sports betting operation there.
13 (Stebbing Decl. at ¶ 12). In August 2018, Stebbings and Reid, traveled to Connecticut and met
14 with the Mohegan Sun Casino Connecticut regarding Betfred Int'l's sportsbook bid ("the
15 Connecticut meeting"). (*Id.* at ¶ 13.) On the night before the Connecticut meeting with the
16 Mohegan Sun, Stebbings met Sherman Brown for the first time. (*Id.*) At the Connecticut meeting,
17 Stebbings and Reid met with Avi Alroy, an executive for the Mohegan Sun Casino. (*Id.*)
18 Hutchinson attended the Connecticut meeting with the Mohegan Sun, but Sherman Brown did not.
19 (*Id.*)

20 Following the Connecticut meeting and as Betfred Int'l awaited the Mohegan Sun Casino's
21 decision, Hutchinson – supposedly via Sherman Brown's contact Kevin Brown – represented that
22 the Mohegan Sun Casino would select Betfred Int'l for the Connecticut sportsbook. (*Id.* at ¶ 14.)
23 However, Betfred Int'l received no such information directly from the Mohegan Sun Casino. (*Id.*
24 at ¶ 15.)

25 Stebbings inquired to Alroy several times following the Connecticut meeting about the
26 Mohegan Sun opportunity. (*Id.*) However, throughout these communications, Alroy remained
27 aloof and noncommittal citing potential legislative issues pending in Connecticut. (*Id.*) Because
28 the Global Gaming Expo ("G2E") held annually in Las Vegas, Nevada is regularly attended by

1 representatives and executives in the gaming industry, Stebbings requested a meeting with Alroy,
2 both Browns, and Hutchinson regarding the Connecticut RFP at the upcoming G2E Conference.
3 (*Id.* at ¶ 16.) However, as Stebbings notes, it was only because G2E is in Las Vegas that he invited
4 the parties to meet there – had the event been hosted elsewhere, he would have just as easily
5 requested a meeting there. (*Id.*) Moreover, Stebbing hoped to finally meet Kevin Brown. (*Id.*)
6 Stebbings thinks Hutchinson may have attended the Las Vegas meeting with Alroy, but he knows
7 both Kevin and Sherman Brown did not attend. (*Id.* at ¶ 17.) At this meeting with Alroy, Stebbings
8 learned that Betfred Int'l had not been selected for the Mohegan Sun Casino Connecticut
9 sportsbook. (*Id.*) Once this news was delivered, both Hutchinson and Stebbings understood that
10 the terms of the LOI would not be met. (*Id.* at ¶ 18.)

11 Stebbings traveled back to the U.K. and upon arrival received an email from Hutchinson
12 that stated:

13 I would just like to say what a pleasure it was to meet you guys and spend some
14 quality time with you. You are a highly successful business in Europe and that is
15 something to be hugely proud off. [sic]. You will be a success in USA [I] know, I'm
just gutted [I] will not be along to see it.

16 (*Id.* at ¶ 19; *see* Ex. B. (attaching a true and correct copy of the Hutchinson and Stebbings email
17 dated Oct. 9, 2018).) Stebbings responded thanking Hutchinson but following the October 2018
18 email, Betfred Int'l had no further contact or communication with McGuire. (Ex. B; Stebbings
19 Decl. at ¶ 20.) In March 2019, Betfred Int'l understood based on public reporting that Kambi was
20 the entity selected by the Mohegan Sun Casino Connecticut sportsbook operation. (Stebbing Decl.
21 at ¶ 20.)

22 **C. Betfred Int'l Creates a United States Subsidiary and Seeks Out Gaming**
23 **Opportunities throughout the United States.**

24 Because Betfred Int'l continued to have a high level of interest in entering U.S. markets and
25 following its lack of success with the Connecticut bid, Betfred Int'l reflected on the lessons it
26 learned from the Connecticut sportsbook bid. (Stebbing Decl. at ¶ 21.) Based on that reflection,
27 Betfred Int'l decided to obtain an American contact that could facilitate future sportsbook bids in
28 the U.S. (*Id.*) Thus, in June of 2019, it formed Betfred USA Sports, LLC, a Nevada limited liability

1 company, which in turn engaged an experienced attorney in the United States, Stephen Crystal, as
2 a Business Development Manager to find and pursue gaming opportunities. (*Id.* at ¶ 21-22.) On
3 behalf of Betfred USA, Crystal did so, and Betfred USA in 2019 and 2020 formed subsidiaries for
4 such opportunities in Arizona, Colorado, Indiana, Iowa, Louisiana, Minnesota, Ohio, Oregon,
5 Pennsylvania, South Dakota, Virginia and Washington. (*See* Ex. C (providing a copy of the Nevada
6 Secretary of State website showing these entities incorporation dates).) Betfred USA formed
7 separate Nevada subsidiaries for the potential operations in each of those states. (Stebbins Decl.
8 at ¶ 22.) Since that time and with Crystal's assistance, Betfred USA and its subsidiaries (following
9 competitive selection processes) established sports betting facilities in Iowa, Colorado and
10 Pennsylvania. (*Id.*)

11 But unbeknownst to Betfred Int'l in 2018, the Mohegan Tribe was also seeking to expand.
12 (*Id.* at ¶ 23.) As Betfred USA only learned later in 2019, MGNV, LLC, a Delaware limited liability
13 company, an entity affiliated with the Mohegan Tribe, successfully acquired the rights to manage
14 the casino operations at the former Hard Rock Hotel & Casino in Las Vegas, now known as Virgin
15 Hotel & Casino. (*Id.* at ¶ 24.) In October 2019, MGNV LLC issued invites to many sports book
16 providers inviting them to submit proposals for its sports book operation at the Virgin Hotel and
17 Casino – including Betfred USA. (*Id.*) Betfred USA sought to compete for that opportunity, and
18 the two parties signed a non-disclosure agreement. (*Id.* ¶ 25.) Further to that end, on January 16,
19 2020, Betfred USA formed a subsidiary, Betfred Sports (Nevada), LLC, a Nevada limited liability
20 company. (*Id.* at ¶ 25; *see also* Ex. C.) Having been granted the bid, Betfred Nevada has entered
21 into a contract with MGNV, LLC to operate all race and sports wagering at the Virgin Hotel &
22 Casino. (Stebbins Decl. at ¶ 25.)

23 Now, more than two years after telling Betfred Int'l "[y]ou will be a success . . . "I'm just
24 gutted I will not be along to see it," McGuire has suddenly resurfaced to pretend as though its
25 activities and the LOI have something to do with Nevada and Betfred Nevada's contract with the
26 Virgin Casino. Hardly.

27
28

1 **III. ARGUMENT**

2 The LOI at issue in this dispute has no relationship with Nevada. Nor do any of the claims
3 asserted by the Bahamian company, McGuire. Betfred Int'l is not at home in Nevada, it has not
4 purposefully availed itself of Nevada, and it lacks minimum contacts to Nevada for McGuire's
5 claims. Instead, McGuire now seeks to pretend as though a U.K. parent company can be haled into
6 a Nevada court because it is the owner of a Nevada subsidiary. But that is simply not the law.
7 McGuire's sole claims are against Betfred Int'l over a contract negotiated and signed in the U.K.
8 and which is subject to the laws of England and Wales. It has nothing to do with the State of
9 Nevada. If McGuire wants to litigate the LOI and whatever McGuire asserts to have done to
10 perform under the LOI, there certainly is no nexus to Nevada. Besides, Nevada's courts have no
11 interest in providing a forum for resolutions of disputes between Bahamian and U.K. companies
12 that are governed by U.K. law. There is a forum with actual jurisdiction and knowledge of those
13 laws – namely the U.K.

14 **A. This Court Lacks Personal Jurisdiction over Betfred Int'l.**

15 NRCP 12(b)(2) requires this Court to dismiss this claim since it lacks personal jurisdiction
16 over Betfred Int'l. "The plaintiff bears the burden of demonstrating that Nevada's long-arm statute
17 grants jurisdiction over the defendants and that the exercise of that jurisdiction comports with the
18 principles of due process." *Tricarichi v. Coop. Rabobank, U.A.*, 135 Nev. 87, 90, 440 P.3d 645,
19 649 (2019). Due process requires a nonresident defendant to have sufficient "minimum contacts"
20 with the forum state "such that the maintenance of the suit does not offend traditional notions of
21 fair play and substantial justice." *Int'l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945) (internal
22 quotation marks and citation omitted). Absent the defendant's acquiescence to a forum state's
23 jurisdiction, personal jurisdiction occurs in two forms: general and specific. *See Trump v.*
24 *Eighth Jud. Dist. Ct.*, 109 Nev. 687, 699, 857 P.2d 740, 748 (1993).

25 Plainly, McGuire cannot claim that general jurisdiction exists. Betfred Int'l is a U.K.
26 company, with its principal place of business in the U.K. Not even McGuire can suggest that
27 Betfred Int'l has "affiliations with the State [that] are so 'continuous and systematic' as to render
28 them essentially at home in the forum State." *Goodyear Dunlop Tires Ops., S.A. v. Brown*,

1 564 U.S. 915, 919 (2011) (quoting *Int'l Shoe*, 326 U.S. at 317). And, despite McGuire's apparent
2 reliance on specific jurisdiction, its FAC only highlights how minimal and remote Betfred Int'l
3 contacts with Nevada are for the claims asserted.

4 ***I. This Court lacks specific jurisdiction over Betfred Int'l.***

5 Unlike general jurisdiction, specific jurisdiction is proper only where "the cause of action
6 arises from the defendant's contacts with the forum." *Trump*, 109 Nev. at 699, 857 P.2d at 748;
7 *see also Bristol-Meyers Squibb Co. v. Superior Ct. of Cal.*, 582 U.S. ____, 137 S.Ct. 1773, 1781
8 (2017) ("Specific jurisdiction is very different. In order for a state court to exercise jurisdiction,
9 the *suit* must aris[e] out of or relat[e] to the defendant's contacts with the forum." (internal
10 quotations omitted) (emphasis in original)).

11 When addressing specific jurisdiction, courts must consider two factors: (1) whether the
12 defendant purposefully availed itself of the privilege of acting in the forum state or purposefully
13 directed its conduct towards the forum state, and (2) whether the cause of action arose from the
14 defendant's purposeful contact or activities in connection with the forum state, such that it is
15 reasonable to exercise personal jurisdiction. *Tricarichi*, 135 Nev. at 91,440 P.3d at 650; *see also*
16 *Walden v. Fiore*, 571 U.S. 277, 284 (2014) (explaining that "minimum contacts" must be "the
17 defendant's suit-related" contacts that "the 'defendant *himself* creates with the forum state" (quoting
18 *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475 (1985) (emphasis in original)).

19 a. Betfred Int'l did not purposefully avail itself of Nevada's forum.

20 Because this litigation arises out of a contract dispute, in that context, the Constitution
21 obligates parties that "reach out beyond one state and create continuing relationships and
22 obligations with citizens of another state are subject to regulation and sanction in the other State for
23 the consequences of their activities." *Burger King*, 471 U.S. at 473 (quoting *Travelers Health Assn.*
24 *v. Virginia*, 339 U.S. 643, 647 (1950)); *see also McGee v. Int'l Life Ins. Co.*, 355 U.S. 220, 222-23
25 (1957). However, "the [Supreme] Court has consistently held that . . . foreseeability [of causing an
26 injury in another State] is not a 'sufficient benchmark' for exercising personal jurisdiction." *Burger*
27 *King*, 471 U.S. at 474 (quoting *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 295
28 (1980)). "Instead, 'the foreseeability that is critical to due process analysis . . . is that the defendant's

1 conduct and connection with the forum State are such that he should *reasonably anticipate* being
2 haled into court there." *Id.* (quoting *World-Wide Volkswagen*, 444 U.S. at 297) (emphasis added)).
3 "In other words, there must be 'an affiliation between the forum and the underlying controversy,
4 principally, [an] activity or an occurrence that takes place in the forum State and is therefore subject
5 to the State's regulation.'" *Bristol-Meyers Squibb*, 137 S.Ct. at 1780 (quoting *Goodyear*, 564 U.S.
6 at 918).

7 Betfred Int'l has not derived a benefit from Nevada relative to McGuire's flimsy claims so
8 as to be burdened with the task of defending itself here. *See Burger King*, 471 U.S. at 474. At
9 most, Betfred Int'l fortuitously and briefly met with a Mohegan Sun Casino representative while in
10 Nevada at the largest gaming expo in the world, an event regularly attended by gaming executives
11 throughout the world. (*See Stebbings Decl.* at ¶ 14-18.) The idea that touching base with a potential
12 business associate at an industry-wide tradeshow – in the convention/trade show capital of the world
13 – is anything but happenstance and would be an unconstitutional thin reed for Nevada courts to
14 exercise personal jurisdiction over a foreign company. *See Keeton v. Hustler Magazine, Inc.*, 465
15 U.S. 770, 774 (1984) (explaining that it is insufficient for a plaintiff to point to "random,"
16 "fortuitous," or "attenuated" contacts of the defendant); *see also Bristol-Meyers Squibb*, 137 S.Ct.
17 at 1781 (explaining that activity of "some sorts" within a state "is not enough to support the demand
18 that the corporation be amenable to suits unrelated to that activity." (citation and internal quotation
19 marks omitted)). Indeed, that brief Nevada meeting concerning the Connecticut opportunity was
20 to inform Betfred Int'l that its Connecticut proposal had been unsuccessful – the very subject matter
21 that destroyed any argument by McGuire that it performed under the LOI. Most importantly, there
22 is no relation with that brief Nevada contact/meeting and the claims McGuire asserts here.

23 b. McGuire improperly relies on Betfred USA's Nevada contacts in
24 attempting to sue the foreign parent in Nevada.

25 To be clear, McGuire's FAC is deficient based on the above analysis regarding purposeful
26 availment alone. Stripped of its rhetoric, McGuire seems to believe that it can sidestep that failure
27 and bring its claims based on the fact that Betfred Int'l is the parent/owner of a Nevada subsidiary,
28

1 Betfred USA. Yet, that jurisdictional theory – claiming the subsidiary's contacts as those of the
2 foreign parent – has been thoroughly repudiated by U.S. courts.³

3 As the Nevada Supreme Court explains "corporate entities are *presumed separate*, and thus,
4 the mere existence of a relationship between a company and its subsidiaries is not sufficient to
5 establish personal jurisdiction over the parent on the basis of the subsidiaries' minimum contacts
6 with the forum." *Viega GmbH v. Eighth Jud. Dist. Ct.*, 130 Nev. 368, 375, 328 P.3d 1152, 1157
7 (2014) (emphasis added); *see McCulloch Corp. v. O'Donnell*, 83 Nev. 396, 399, 433 P.2d 839,
8 840-41 (1967). Furthermore, a "[s]ubsidiaries' contacts have been imputed to parent companies
9 only under narrow exceptions to this general rule, including 'alter ego' theory and, at least in cases
10 of specific jurisdiction, the 'agency' theory." *Viega*, 130 Nev. at 376; *see also*
11 *Cannon Manufacturing Co. v. Cudahy Packing Co.*, 267 U.S. 333, 335 (1925); *Delagi v.*
12 *Volkswagenwerk, A.G.*, 278 N.E.2d 895, 896-98 (N.Y. 1972). In sum, at best, the activities of a
13 subsidiary to a parent for specific jurisdiction purposes has been allowed previously only where:
14 (1) the subsidiary has no independent existence in fact and is merely an instrumentality of the parent
15 or (2) where the subsidiary is being used as the agent of the parent corporation within the state so
16 that the acts of the agent are simply the acts of the parent. *See Viega*, 130 Nev. at 376.

17 McGuire's FAC is devoid of any allegation connecting Betford Int'l and its claims to the
18 State of Nevada, let alone allegations sufficient to impute Betfred USA's contacts to Betfred Int'l,
19 even if the law could allow such imputation. (*See generally* Pl.'s FAC.) Indeed, McGuire could
20 never rely on alter ego or agency theory since, at the time the LOI was negotiated and consummated
21
22

23 ³ It appears that the basis for wanting to bring this case in Nevada is McGuire's hope to
24 somehow analogize its claims to those successful in *Las Vegas Sands Corp. v. Suen*,
25 Docket No. 64594 (Order Affirming in part, reversing in part, and remanding, Mar. 11, 2016);
26 *see also Las Vegas Sands, Inc. v. Suen*, Docket No. 53163 (Order Affirming in Part, Reversing in
27 Part, and Remanding, Nov. 17, 2010) (detailing more fully the facts that Richard Suen properly
28 sued the Las Vegas Sands Corps., over efforts to secure a Macau gaming license). If that is the
hope, it is a flawed and misguided one. Unlike McGuire, Suen brought suit against the parent
company, Las Vegas Sands, in its home jurisdiction (Nevada), pursuant to the laws of Sand's home
jurisdiction. Here, McGuire seeks to avoid suing in Betfred Int'l's home jurisdiction (U.K.) for
claims that are governed by U.K. law. In short, McGuire's approach to jurisdiction is the exact
opposite of that in *Suen*.

1 in 2018, Betfred USA *did not even exist*. (Compare Stebbings Decl. at ¶ 22-25, and Ex. A, with
2 Ex. C.)

3 Under the law, the parent's ownership of Nevada-based subsidiaries, Betfred USA and
4 Betfred Nevada, is insufficient to establish specific jurisdiction over the parent U.K. company for
5 the claims McGuire asserts. See *Bristol-Meyers Squibb*, 137 S.Ct. at 1782 ("What is needed – and
6 what is missing here – is a connection between the forum and the specific claims at issue.").

7 c. Litigation in Nevada would be overly burdensome for Betfred Int'l.

8 But Plaintiff's failures do not end there. In addition to analyzing whether the requirements
9 of purposeful availment and minimum contacts are met, this "court must consider a variety of
10 interests. These include 'the interests of the forum and of the plaintiff in proceeding with the cause
11 in the plaintiff's forum of choice.'" *Bristol-Meyers Squibb*, 137 S.Ct. at 1780 (quoting *Kulko v.*
12 *California Superior Court*, 436 U.S. 84, 93 (1978)). The Supreme Court has been explicit that
13 when analyzing the interests, "the primary concern is the burden on the defendant." *Id.*

14 Litigating this case in Nevada would be overly burdensome to Betfred Int'l because it has
15 limited contacts with Nevada. This alleged contract was negotiated by Betfred Int'l in the U.K. and
16 the alleged contract's interpretation is controlled by the laws of the U.K. (Stebbing Decl. at ¶ 9;
17 Ex. A.) Moreover, both of these parties are foreign corporations. (Pl.'s FAC at 2.); see *Asahi Metal*
18 *Industry Co., Ltd. v. Superior Ct. of Cali.*, 480 U.S. 102, 114 (1987) ("The unique burdens placed
19 upon one who must defend oneself in a foreign legal system should have *significant weight* in
20 assessing the reasonableness of stretching the long arm of personal jurisdiction over national
21 borders." (emphasis added)).

22 Thus, "[c]onsidering the international context, the heavy burden" of litigating this case in
23 Nevada, the utter lack of contacts to Nevada with regard to both parties relative to these claims,
24 coupled with Nevada possessing zero interest in resolving a contract dispute based on the laws of
25 the U.K., this Court must conclude that it "would be unreasonable and unfair" to require Betfred
26 Int'l to litigate in Nevada. *Asahi*, 480 U.S. at 114.

27 More importantly, this Court should recognize the limits on its power and direct McGuire
28 to another forum to resolve its claims. See *Bristol-Meyers Squibb*, 137 S.Ct. at 1780 ("Assessing

1 this burden obviously requires a court to consider the practical problems resulting from litigating
2 in the forum, but it also encompasses the more abstract matter of submitting to the coercive power
3 of a State that may have little legitimate interest in the claims in question. As we have put it,
4 restrictions on personal jurisdiction are more than a guarantee of immunity from inconvenient or
5 distant litigation. They are a consequence of territorial limitations on the power of the respective
6 States." (citations and internal quotation marks omitted)).

7 **IV. CONCLUSION**

8 For all of the reasons enunciated above, this Court must conclude it does not possess
9 personal jurisdiction over Betfred Int'l. McGuire fails to meet the minimum requirements of due
10 process. The very idea of justice and righteousness, not to mention reasonableness to assert
11 personal jurisdiction over Betfred Int'l is fatally missing. If McGuire has a claim to assert over this
12 U.K. LOI, its forum is in the U.K., not Nevada.

13 DATED this 15th day of March, 2021.

14 PISANELLI BICE PLLC

15
16 By: /s/ Todd L. Bice
17 James J. Pisanelli, Esq., #4027
18 Todd L. Bice, Esq., #4534
19 John A. Fortin, Esq., #15221
20 400 South 7th Street, Suite 300
21 Las Vegas, Nevada 89101

22 *Attorneys for Defendant*
23 *Betfred International Holdings Ltd.*
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice PLLC, and that on this 15th day of March, 2021, I caused to be served via the Court's e-filing/e-service system true and correct copies of the above **DEFENDANT'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION** to all parties listed on the Court's Master Service List.

/s/ Shannon Dinkel
An employee of Pisanelli Bice PLLC

EXHIBIT 1

1 **DECLARATION OF MARK STEBBINGS**

2 I, Mark Stebbings, pursuant to NRS 53.350 declares as follows:

3 1. I am an adult fully competent to testify to the matters stated herein.

4 2. I am a resident of the United Kingdom (U.K.), and a director of Betfred International
5 Holdings Limited ("Betfred Int'l") as well as a Manager for several Betfred American subsidiaries
6 including Betfred USA Sports LLC ("Betfred USA") and Betfred Sports (Nevada), LLC, ("Betfred
7 Nevada"). I make this declaration in support of Betfred Int'l Motion to Dismiss for Lack of Personal
8 Jurisdiction. The facts stated herein are based upon my personal knowledge, unless stated upon
9 information and belief, and as to those facts I believe them to be true.

10 3. Betfred Int'l is a subsidiary of the Betfred Group Limited group of companies within
11 the U.K. Within that group are subsidiaries which operate the Betfred branded high-street booking
12 shop in the U.K., and also the Betfred branded website operated out of Gibraltar which serves
13 primarily the U.K. online gaming market. Betfred is a well-known sports wagering company within
14 the U.K.

15 4. Based on information and belief, in 2018, one of the founders of Betfred betting
16 business, Fred Done ("Fred"), was contacted by a restaurant owner in the U.K. who knows Fred.
17 This U.K. restaurant owner informed Fred that an individual named Peter Hutchinson (Hutchinson)
18 was seeking an introduction to Fred. This restaurant owner contacted Fred. Fred in turn asked me
19 to contact the restaurant owner and I did so on May 26, 2018. The restaurant owner provided me
20 Hutchinson's phone number and I made contact with him. I then spoke with Hutchinson about his
21 interest in contacting Fred. At that time, McGuire Holdings Limited ("McGuire") had not been
22 mentioned.

23 5. Hutchinson stated that he knew of a potential race and sports betting opportunity
24 with the Mohegan Sun Casino in Connecticut, and that he (Hutchinson) had a relationship with
25 someone who then had a relationship with a then-member of the Mohegan Tribe, Kevin Brown.
26 Hutchinson's middleman — who had contacts with the Mohegan Sun and Kevin Brown — was an
27 individual named Sherman Brown (no relation).

28 6. After that initial phone call, there was one in person initial meeting in a Manchester

1 hotel attended by Hutchinson, another Betfred Int'l executive, Craig Reid, and me. Following that
2 meeting there were additional calls and emails only between Hutchinson, Sherman Brown, Reid
3 and myself.

4 7. Prior to moving forward with the face-to-face meeting with Mohegan Sun Casino,
5 on July 2, 2018, Hutchinson asked for a letter of intent ("LOI") or similar agreement. I replied to
6 Hutchinson two days later requesting details for an entity for the potential LOI. Hutchison replied
7 that the other party to this LOI would be McGuire. That is the first time that McGuire was ever
8 mentioned to me. Hutchinson and I then negotiated and memorialized the LOI upon which McGuire
9 bases its claims.

10 8. The LOI was originally created by Betfred Int'l in the U.K. I understood that
11 McGuire was a company incorporated in the Bahamas. Betfred Int'l negotiated the LOI terms from
12 the U.K. via phone calls and emails.

13 9. Because of Betfred Int'l's presence in the U.K., we required that the LOI's terms and
14 any interpretation thereof were to be governed by U.K. law. At no time prior to consummation was
15 there a discussion between Hutchinson and me that any dispute over this agreement would be
16 litigated in the United States, particularly not the State of Nevada. (*See Ex. A.* (attaching a true and
17 correct copy of the signed LOI).)

18 10. Moreover, at the time of the LOI's signing, there was no contemplation of any
19 relationship with the Mohegan Gaming outside of Connecticut.

20 11. Furthermore, the request for proposals ("RFP") that Betfred Int'l responded to only
21 related to the Mohegan Sun Casino in Connecticut. Based on information and belief, in summer
22 2018, Mohegan Sun Casino did not conduct gaming operations in the State of Nevada. Of note, on
23 July 2, 2018, Mohegan Gaming announced another partnership in New Jersey which conveyed to
24 Betfred Int'l that Mohegan Gaming has never had an intention to deal with only one sportsbook
25 operator. Based on information and belief, Mohegan Gaming has a number of different sports
26 wagering providers at its properties across the country.

27 12. Following consummation of the LOI with McGuire, my team and I prepared the
28 RFP response for the Mohegan Sun Casino Connecticut sportsbook operation from within the U.K.

1 13. In August 2018, as the RFP response process for the Mohegan Sun Casino
2 Connecticut sportsbook operation was underway, Reid and I traveled to Connecticut. We met with
3 the Mohegan Sun Casino representative Avi Alroy regarding the Mohegan Sun Casino Connecticut
4 sportsbook bid (hereinafter "the Connecticut meeting"). On the evening before the Connecticut
5 meeting, there was a meeting for dinner. That was the first time I met Sherman Brown. The next
6 day, Reid and I made a presentation for Betfred Int'l to the Mohegan Sun and Alroy. Hutchinson
7 attended that Connecticut meeting, but Sherman Brown did not attend.

8 14. Following the Connecticut meeting, Hutchinson and Sherman Brown represented in
9 several emails and messages that the Mohegan Sun Casino would select Betfred Int'l for its
10 Connecticut sportsbook operations. Based on information and belief, Hutchinson (more than likely
11 relaying information given to him by Sherman) and Sherman Brown obtained this information from
12 Kevin Brown.

13 15. However, I nor anyone else at Betfred Int'l received any such information regarding
14 the Connecticut sportsbook directly from the Mohegan Sun Casino or Alroy. I did send several
15 emails and messages to Alroy about the Connecticut sportsbook opportunity. Alroy deferred
16 several times on provided a definitive answer to my inquiries. Based on information and belief,
17 one of the reasons Alroy gave was Connecticut's Legislature had delayed the decision to pass sports
18 wagering laws and Alroy wanted to defer making any decision.

19 16. In October 2018, Reid and I were due to be in the US to attend Global Gaming Expo
20 ("G2E") held in Las Vegas, Nevada. Based on my assumption that this event is regularly attended
21 by representatives and executives of the gaming industry, I hoped to use the opportunity to try and
22 get a definitive answer regarding the Connecticut sportsbook bid and to meet Kevin Brown for the
23 first time. Accordingly, I requested to meet with Alroy, both Browns, and Hutchinson at G2E to
24 discuss the Connecticut RFP. That the meeting would occur in Nevada was simply a product of the
25 fact that G2E was occurring in Las Vegas. Nevada had nothing to do with the LOI or our meeting.

26 17. It is possible that Hutchinson may have attended my meeting with Alroy at G2E.
27 However, neither Sherman Brown nor Kevin Brown attended. At this meeting I learned from Alroy
28 that Betfred Int'l was no longer under consideration for the Mohegan Sun Casino Sportsbook

1 provider opportunity.

2 18. At that point both Hutchinson and I understood that the terms of the LOI would not
3 be met. Later that evening, Reid and I met with Hutchinson and his partner for refreshments and
4 discussed the failed attempt to obtain the Connecticut sportsbook opportunity.

5 19. When I got back to UK, I received an email from Hutchinson in which he stated that:

6 I would just like to say what a pleasure it was to meet you guys and spend some
7 quality time with you. You are a highly successful business in Europe and that is
8 something to be hugely proud off [sic]. You will be a success in USA [I] know, I'm
just gutted [I] will not be along to see it.

9 (Ex. B (attaching a true and correct copy of the Hutchinson and Stebbings email dated Oct. 9, 2018).

10 20. I responded and thanked Hutchinson for his comments. Included on this
11 correspondence was Reid, Sherman Brown, and Hutchinson. At no point has Sherman Brown
12 commented or replied to contradict Hutchinson or my statements. Additionally, neither Hutchinson
13 nor anyone from McGuire remained involved with Betfred Int'l and its pursuit of American
14 sportsbook operations following the failed opportunity in Connecticut. In March 2019, based on
15 public reporting, Betfred Int'l understood that Kambi was confirmed as the partner for sports
16 wagering for Mohegan Sun Casino. *See Kambi to Power Mohegan Sun Sportsbook in Connecticut,*
17 *CasinoNewsDaily.com* (Mar. 28, 2019 12:54 PM),
18 [https://www.casinonewsdaily.com/2019/03/28/kambi-to-power-mohegan-sun-sportsbook-in-](https://www.casinonewsdaily.com/2019/03/28/kambi-to-power-mohegan-sun-sportsbook-in-connecticut/)
19 [connecticut/](https://www.casinonewsdaily.com/2019/03/28/kambi-to-power-mohegan-sun-sportsbook-in-connecticut/).

20 21. Because Betfred Int'l maintained a high level of interest in entering U.S. markets,
21 following our lack of success with the Connecticut RFP, we reflected and made a deliberate
22 decision to obtain an American contact that could facilitate future sportsbooks bids. Thus, Betfred
23 Int'l started a relationship with Stephen Crystal, as a Business Development Manager. Crystal
24 pursued gaming opportunities in the U.S. and secured introductions for other opportunities as well.

25 22. Because of Crystal's success, in June 2019, Betfred Int'l formed Betfred USA, a
26 Nevada limited liability company. Moreover, Betfred USA then formed subsidiaries for such
27 opportunities in Arizona, Colorado, Indiana, Iowa, Louisiana, Minnesota, Ohio, Oregon,
28 Pennsylvania, South Dakota, Virginia, and Washington. (See Ex. C. attaching a true and correct

1 copy the Nevada Secretary of State's website detailing all of the Betfred USA subsidiaries.)
2 Following competitive selection processes, Betfred USA and its subsidiaries grew its operations in
3 Iowa, Colorado, and Pennsylvania. I am one of the Managers of Betfred USA and its U.S.
4 subsidiaries.

5 23. Based on information and belief, neither I nor anyone else at Betfred Int'l was aware
6 in 2018 that Mohegan Gaming was also interested in expanding its operations. Based on
7 information and belief Mohegan Gaming incorporated MGNV, LLC, a Delaware limited liability
8 company.

9 24. Based on public reporting, in September 2019, MGNV, LLC, acquired the rights to
10 manage the casino operations at the former Hard Rock Hotel & Casino in Las Vegas, now known
11 as the Virgin Hotel & Casino. Following this announcement, in October 2019, MGNV, LLC, issued
12 invites to many sports book providers inviting them to submit proposals for its sports book operation
13 at the Virgin Hotel & Casino. Given its growing track record, Betfred USA was included in that
14 invitation.

15 25. In order to compete for the opportunity, both MGNV and Betfred USA entered into
16 a non-disclosure agreement. In January 2020, as the bid process progressed, Betfred USA, formed
17 Betfred Nevada, a Nevada limited liability company. (See Ex. C.) Having obtained the winning
18 bid, in February 2020, Betfred Nevada entered into a heads of agreement terms with MGNV, LLC
19 to operate all race and sports wagering services at the Virgin Hotel & Casino.

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

22 DATED this ___ day of March, 2021.

23 
24 _____
25 MARK STEBBINGS
26
27
28

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 the 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 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

From: [Mark Stebbings](#)
To: [REDACTED]
Subject: FW: Mohegan sun
Date: Monday, March 01, 2021 5:15:51 AM
Attachments: [image001.png](#)

Mark Stebbings
Group Chief Operating Officer
Betfred Group

Office [REDACTED] | Mobile: [REDACTED] | Fax: [REDACTED]
[REDACTED]

Betfred
The Spectrum
56-58 Benson Road
Birchwood
Warrington
WA3 7PQ



From: Mark Stebbings <mark.stebbing@betfred.com>
Sent: 10 October 2018 01:21
To: Peter Hutchinson [REDACTED]; Craig Reid [REDACTED]; Sherman Brown [REDACTED]
Subject: Re: Mohegan sun

Peter

Really kind words and the sentiment regards your yourself is echoed from ourselves.

Let us know when you are over in the UK and we can meet up for a beer.

Kind Regards

Mark

Get [Outlook for iOS](#)

From: Peter Hutchinson [REDACTED]

Sent: Tuesday, October 9, 2018 16:57
To: Mark Stebbings; Craig Reid; Sherman Brown
Subject: Mohegan sun

Dear Mark and Craig , I would just like to say what a pleasure it was to meet you guys and spend some quality time with you . You are a highly successful business in Europe and that is something to be hugely proud off . You will be a success in USA i know , I'm just gutted i will not be along to see it ..

I wish you safe travels tonight and hope we can get a game of golf in sometime soon . Thank you again .

All the best

Peter

Peter Hutchinson



EXHIBIT C

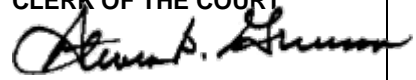
BUSINESS ENTITY AND MARK SEARCH RESULT							
Name	Status	Filing Date	Type	NV Business ID	Entity Number	Mark Number	Actions
Betfred Sports (Arizona) LLC	Active	10/17/2020	Domestic Limited-Liability Company (86)	NV20201920326	E9846872020-1		Manage this B
Betfred Sports (Colorado) LLC	Active	12/16/2019	Domestic Limited-Liability Company (86)	NV20191665091	E3551272019-5		Manage this B
Betfred Sports (Indiana), LLC	Active	09/20/2020	Domestic Limited-Liability Company (86)	NV20201896168	E9223712020-3		Manage this B
BETFRED SPORTS (IOWA) LLC	Active	06/13/2019	Domestic Limited-Liability Company (86)	NV20191439289	E0273062019-0		Manage this B
Betfred Sports (Louisiana) LLC	Active	10/17/2020	Domestic Limited-Liability Company (86)	NV20201920335	E9847102020-8		Manage this B
Betfred Sports (Minnesota) LLC	Active	12/23/2020	Domestic Limited-Liability Company (86)	NV20201974604	E11190832020-1		Manage this B

Name	Status	Filing Date	Type	NV Business ID	Entity Number	Mark Number	Actions
Betfred Sports (Nevada) LLC	Active	01/16/2020	Domestic Limited-Liability Company (86)	NV20201693426	E4236592020-5		Manage this B
Betfred Sports (Ohio), LLC	Active	09/20/2020	Domestic Limited-Liability Company (86)	NV20201896163	E9223582020-2		Manage this B
Betfred Sports (Oregon) LLC	Active	02/22/2020	Domestic Limited-Liability Company (86)	NV20201722478	E4957222020-7		Manage this B
Betfred Sports (Pennsylvania) LLC	Active	10/22/2019	Domestic Limited-Liability Company (86)	NV20191614146	E2371662019-6		Manage this B
Betfred Sports (South Dakota) LLC	Active	10/17/2020	Domestic Limited-Liability Company (86)	NV20201920327	E9846912020-4		Manage this B
Betfred Sports (Virginia), LLC	Active	09/07/2020	Domestic Limited-Liability Company (86)	NV20201886019	E8982312020-3		Manage this B
Betfred Sports (Washington), LLC	Active	09/07/2020	Domestic Limited-Liability Company (86)	NV20201886013	E8982152020-5		Manage this B
BETFRED USA (IP) LLC	Active	06/13/2019	Domestic Limited-Liability Company (86)	NV20191439291	E0273072019-1		Manage this B

Name	Status	Filing Date	Type	NV Business ID	Entity Number	Mark Number	Actions
BETFRED USA SPORTS (TWO) LLC	Active	06/13/2019	Domestic Limited-Liability Company (86)	NV20191439270	E0273052019-9		Manage this B
BETFRED USA SPORTS LLC	Active	06/13/2019	Domestic Limited-Liability Company (86)	NV20191439262	E0273042019-8		Manage this B

Page 1 of 1, records 1 to 16 of 16

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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. No.: XXVII

**PLAINTIFF'S OPPOSITION TO
DEFENDANT'S MOTION TO DISMISS
FOR LACK OF PERSONAL
JURISDICTION**

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26 ///

27 ///

28 ///

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1 Plaintiff, McGuire Holdings, Ltd. (“McGuire”), submits this Memorandum of Points and
2 Authorities and the Declaration of Peter Hutchinson in Opposition to Defendant, Betfred
3 International Holdings, Ltd.’s (“Betfred”) Motion to Dismiss for Lack of Personal Jurisdiction
4 pursuant to Nevada Rule of Civil Procedure 12(b)(2).

5 DATED this 12th day of April, 2021.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **A. INTRODUCTION**

3 1. Betfred has moved to dismiss McGuire’s First Amended Complaint (the “FAC”) for
4 lack of personal jurisdiction pursuant to Nevada Rule of Civil Procedure 12(b)(2).

5 2. Despite purposely availing itself of the privilege of doing business in Nevada, Betfred
6 argues it need not answer to a Nevada court for its tortious actions simply because it decided to form
7 Nevada based subsidiaries after the parties Agreement. However, Betfred cannot escape liability
8 because it purposefully directed its conduct towards Nevada, where the parties met in connection
9 with the parties’ agreement and where subject of that agreement, the Virgin Hotel Casino, is located.

10 3. Taking McGuire’s proffers of evidence as true and resolving all factual disputes in its
11 favor, McGuire has made a prima facie showing of personal jurisdiction over Betfred and the Court
12 must deny Betfred’s Motion.

13 **B. STATEMENT OF FACTS**

14 1. Betfred is a United Kingdom based bookmaker that owns and has operated betting
15 shops around the world since 1967. Betfred owns and operates more than 1,500 betting shops in the
16 United Kingdom and bills itself as a best in class online casino and betting product in the United
17 Kingdom and Spain. [Hutchinson Dec., **Exhibit 1 hereto**, at Ex. F.]

18 2. Betfred claims to be a subsidiarity of Betfred Group Limited (“Betfred Group”).
19 [Stebbins Dec., **Exhibit 1 to Betfred’s Motion to Dismiss**, at 3.]

20 3. Betfred is currently a licensed sportsbook operator in Iowa, Pennsylvania and
21 Colorado. Betfred’s Nevada license is currently pending regulatory approval. [Hutchinson Dec. at
22 Ex. F.]

23 4. McGuire was founded by Peter Hutchinson (“Hutchinson”). Hutchinson had
24 connections with Betfred, including Betfred’s Chief Executive Officer Mark Stebbings
25 (“Stebbins”) and Betfred’s Trading Director Craig Reid (“Reid”). [Hutchinson Dec. at ¶ 2, 5.]

26 5. As a result of his connections with Betfred, Hutchinson understood that Betfred was
27 seeking to expand its operations in the United States and was looking for inroads with casino
28 operators, including the Mohegan Tribe. [Hutchinson Dec. at ¶ 5.]

1 6. Unfortunately, Betfred did not have the necessary contacts with the Mohegan Tribe to
2 successfully pursue the Mohegan Tribe Deal. McGuire, on the other hand, did have the requisite
3 relationships with the Mohegan Tribe to assist Betfred to become the sportsbook operator for casinos
4 owned or operated by the Mohegan Tribe. [Hutchinson Dec. at ¶ 5.]

5 7. One of Hutchinson’s longtime associates and friends is Sherman Brown (“Brown”).
6 Brown is a successful businessman who mostly works with current and former NBA players to find
7 and negotiate promising investments. [Hutchinson Dec. at ¶ 4; FAC at ¶ 19.]

8 8. Brown is also a member of the Board of Governors & Trustees for the Naismith Hall
9 of Fame (the NBA Hall of Fame). [FAC at ¶ 20.]

10 9. Brown has connections with the Mohegan Tribe, including the former Chairman of
11 the Mohegan Tribe Council, Kevin Brown (“Kevin Brown”), the Chief Marketing Officer, David
12 Martinelli (“Martinelli”), and its Vice President of Interactive Gaming, Aviram Alroy (“Alroy”).
13 [Hutchinson Dec. at ¶ 4, 6.]

14 10. In June of 2017, McGuire approached Betfred to see if it would be interested in
15 becoming the sportsbook betting and wagering operator for any of the Mohegan Tribe casinos.
16 [Hutchinson Dec. at ¶ 7.]

17 11. In exchange for assisting Betfred to become the sportsbook operator for any of the
18 Mohegan Tribe casinos, Betfred and McGuire agreed to enter into a full form agreement customary
19 for a share of Betfred’s revenue with McGuire, wherein Betfred would pay McGuire 10% of the
20 gross revenues Betfred received from any sportsbook it operated for the Mohegan Tribe.
21 [Hutchinson Dec. at ¶ 8, 9.]

22 12. On July 10, 2018 Betfred and McGuire entered into a Letter of Intent (the
23 “Agreement”) to memorialize the parties’ agreement. As set forth in Clause 1.2, the terms set forth
24 in Clauses 3 through 8 of the Agreement were intended to create binding obligations on the parties.
25 [Hutchinson Dec. at ¶ 10, Ex. A.]

26 13. Additionally, the Agreement is expressly intended to apply to the “**Parties group**
27 **and/or associated companies.**” [Hutchinson Dec. at Ex. A. (emphasis added)]

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1 14. The plain meaning of this term is that the Agreement obligates and binds Betfred,
2 Betfred Group, and any of its subsidiaries. [*Id.* at ¶ 11.]

3 15. McGuire’s initial efforts centered on Betfred operating the Mohegan Tribe’s
4 sportsbook in Connecticut. [Hutchinson Dec. at ¶ 12.] However, the Agreement is not limited to the
5 sportsbook of a specific Mohegan Sun casino, but rather expressly encompasses “sports book betting
6 and wagering services to the US gambling operator Mohegan Sun” (the “Mohegan Sportsbook
7 Services”). [*Id.* at Ex. A, Clause 1.1.]

8 16. The parties engaged in numerous email communications reflecting their intent that
9 the Agreement applies to all Mohegan Sun casinos in the United States. [Hutchinson Dec. at ¶ 13-
10 15.] For example, on June 25, 2018, Stebbings, on behalf of Betfred, stated to McGuire:

11 Just so we are clear your consultancy company which is going to source
12 opportunities in the US for Betfred will be paid 10% of the gross revenue
13 percentage we receive (in this case Mohegan Sun).

13 [Hutchinson Dec. at Ex. B.]

14 17. On July 16, 2018, Brown emailed Stebbings and Reid, in part:

15 I’m highly optimistic we’ll win [the Connecticut bid]. But if we don’t, it’s
16 not a failure or ending by any means. In fact, we’re just beginning . . .

16 [Hutchinson Dec. at Ex. C.]

17 18. On August 27, 2018, Stebbings, on behalf of Betfred, emailed McGuire stating:

18 As discussed on our call on Friday, well done you have done a great job in
19 using your influence with Chairman Brown to give us the opportunity of
20 becoming the tribe’s partner of choice.

21 [Hutchinson Dec. at Ex. D.]

22 19. McGuire spent more than a year fulfilling its obligations under the Agreement,
23 including (a) introducing Betfred to the Mohegan Tribe via email, (b) engaging in email and phone
24 call correspondence to facilitate a Betfred and Mohegan Tribe partnership, (c) facilitating multiple
25 in-person meetings between Stebbings, Reid, Kevin Brown, Martinelli, and Alroy in Connecticut
26 and Nevada; and (d) attending the meetings in Connecticut and Nevada with representatives from
27 Betfred and the Mohegan Tribe. [Hutchinson Dec. at ¶16.]

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1 20. Specifically, in October of 2018, McGuire, through Hutchinson’s direct efforts,
2 secured a meeting in Las Vegas, Nevada between Betfred and the Mohegan Tribe (the “Vegas
3 Meeting”) to discuss Betfred obtaining the Mohegan Sportsbook Services not just in Connecticut,
4 but in other Mohegan Tribe casinos in the United States. [Hutchinson Dec. at ¶ 17-18.]

5 21. Hutchinson (on behalf of McGuire), Stebbings and Reid (on behalf of Betfred), and
6 Alroy (on behalf of the Mohegan Tribe) attended the Vegas Meeting. [Hutchinson Dec. at ¶ 18.]

7 22. During this meeting, Alroy informed McGuire and Betfred 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. [Hutchinson Dec. at ¶ 19.]

10 23. After the Vegas Meeting, Betfred represented to McGuire that negotiations had
11 stalled between Betfred and the Mohegan Tribe. [Hutchinson Dec. at ¶ 20.]

12 24. Thus, after the Vegas Meeting, McGuire understood Betfred may not be continuing in
13 its pursuit to become the sportsbook operator for the Mohegan Tribe. [Hutchinson Dec. at ¶ 21.] If
14 Betfred wished to continue to pursue this opportunity, Betfred was obligated under the Agreement to
15 use McGuire’s services.

16 25. Specifically, the Agreement contains a binding exclusivity clause that prohibited
17 Betfred from using any other third-party consultant other than McGuire to obtain the Mohegan
18 Sportsbook Services. [*Id.* at Ex. A, Clause 4.]

19 26. Contrary to its representations and obligations under the Agreement, and
20 unbeknownst to McGuire, Betfred continued to negotiate a deal with the Mohegan Tribe and
21 obtained a third-party consultant other than McGuire to obtain the Mohegan Sportsbook Services.
22 [Hutchinson Dec. at ¶ 22.]

23 27. Specifically, in violation of the Agreement’s exclusivity clause, Betfred “made a
24 deliberate decision” to obtain a third-party consultant other than McGuire to obtain the Mohegan
25 Sportsbook Services. [Stebbing Dec. at ¶ 21.]

26 28. Thereafter, Betfred formed a wholly-owned subsidiary, Betfred USA Sports LLC, a
27 Nevada limited liability company (“Betfred USA”). [Stebbing Dec. at ¶ 22; Hutchinson Dec. at ¶
28 23, Ex. F.]

1 29. In total, from 2019 to 2020, Betfred formed sixteen (16) Nevada based wholly-owned
2 subsidiaries (the “Subsidiaries”), including:

- 3 1) Betfred Sports (Arizona) LLC
- 4 2) Betfred Sports (Colorado) LLC
- 5 3) Betfred Sports (Indiana), LLC
- 6 4) Betfred Sports (Iowa) LLC
- 7 5) Betfred Sports (Louisiana) LLC
- 8 6) Betfred Sports (Minnesota) LLC
- 9 7) Betfred Sports (Nevada) LLC
- 10 8) Betfred Sports (Ohio), LLC
- 11 9) Betfred Sports (Oregon) LLC
- 12 10) Betfred Sports (Pennsylvania) LLC
- 13 11) Betfred Sports (South Dakota) LLC
- 14 12) Betfred Sports (Virginia), LLC
- 15 13) Betfred Sports (Washington), LLC
- 16 14) Betfred USA (IP) LLC
- 17 15) Betfred USA Sports (Two) LLC
- 18 16) Betfred USA Sports LLC

19 [Stebbins Dec. at Ex. C.]

20 30. For each of the Subsidiaries, Stebbings and Nicola Barr (“Barr”) are both listed as the
21 Managers with an address in Las Vegas, Nevada. [Hutchinson Dec. at ¶ 24, Ex. G.]

22 31. Stebbins and Barr are directors of both Betfred and Betfred Group. [Stebbins Dec.
23 at ¶ 1, 22; Hutchinson Dec. at ¶ 25, Ex. H.]

24 32. Betfred created the Subsidiaries in order to further Betfred’s business in the United
25 States, more specifically, to obtain the Mohegan Sportsbook Services. [Stebbins Dec. at ¶ 21-22,
26 25.]

27 33. Betfred USA’s website advertises it was created by Betfred Group and conducts the
28 same sportsbook services as its parent company. [Hutchinson Dec. at Ex. F.] Betfred USA’s
website further states it is pending regulatory approval to operate in Nevada. [*Id.*]

 34. Betfred’s representations to McGuire turned out to be false, as Betfred subsequently
became the sportsbook operator for the new Virgin Hotel Casino in Las Vegas (the “Virgin Hotel
Casino”), which is operated by the Mohegan Tribe. [Hutchinson Dec. at ¶ 26.]

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1 35. On July 17, 2020, Brown received a text message from Kevin Brown, the former
2 Chairman of the Mohegan Tribe Council, congratulating Brown and McGuire for securing the
3 sportsbook services for Betfred at the Virgin Hotel Casino. [Hutchinson Dec. at ¶ 27; Ex. I.]

4 36. This was the first time McGuire learned that Betfred would become the sportsbook
5 operator for the Virgin Hotel Casino and that Betfred had cut McGuire out of the deal in breach of
6 the Agreement. [Hutchinson Dec. at ¶ 27.]

7 37. Betfred claims its wholly owned subsidiary Betfred Sports (Nevada) LLC (“Betfred
8 Nevada”) obtained the Mohegan Sportsbook Services at the Virgin Hotel Casino. [Stebbing Dec. at
9 ¶¶ 24-25.]

10 38. Betfred would not have been able to secure the Mohegan Sportsbook Services at the
11 Virgin Hotel Casino without McGuire’s efforts to introduce and facilitate the Betfred and Mohegan
12 Tribe partnership. [Hutchinson Dec. at ¶ 28.]

13 39. After becoming the sportsbook service provider for the Virgin Hotel Casino, Betfred
14 failed to enter into good faith negotiations with McGuire for a full form agreement containing such
15 terms and conditions as are customary for a share of Betfred’s revenue with McGuire. [Hutchinson
16 Dec. at ¶ 29.]

17 40. As a direct and proximate result of Betfred’s actions or inactions, McGuire has
18 suffered significant damages. [Hutchinson Dec. at ¶ 30.]

19 **C. LEGAL STANDARD**

20 To defeat Betfred’s Motion to Dismiss, McGuire need only “make a prima facie showing of
21 personal jurisdiction.” *Trump v. Eighth Judicial Dist. Court of State of Nev. In & For County of*
22 *Clark*, 109 Nev. 687, 692, 857 P.2d 740, 743 (1993). In determining whether a prima facie showing
23 has been made, the district court does not act as a trier of fact; it accepts “properly supported proffers
24 of evidence by a plaintiff as true” and must resolve factual disputes in the plaintiff’s favor. *Trump*,
25 857 P.2d at 744. *See also, Tricarichi v. Coop. Rabobank, U.A.*, 135 Nev. 87, 90–91, 440 P.3d 645,
26 649 (2019) (“The court may consider evidence presented through affidavits and must accept
27 properly supported proffers as true and resolve factual disputes in the plaintiff’s favor.”) Thus, when
28 the plaintiff presents “some competent evidence of essential facts which establish a prima facie

1 showing that personal jurisdiction exists,” the defendant’s motion must be denied. *Trump*, 857 P.2d
2 at 743-44.

3 To make a prima facie showing of personal jurisdiction, “a plaintiff must show (1) that the
4 requirements of the state’s long arm statute have been satisfied, and (2) that due process is not
5 offended by the exercise of jurisdiction” *Arbella Mut. Ins. Co. v. Eighth Judicial Dist. Court ex rel.*
6 *County of Clark*, 122 Nev. 509, 512, 134 P.3d 710, 712 (2006) (internal quotations omitted).
7 Nevada’s long arm statute, NRS 14.065(1), permits the exercise of personal jurisdiction on any basis
8 not inconsistent with the United States Constitution. Thus, the constitutional inquiry is whether the
9 exercise of personal jurisdiction satisfies due process. *See Arbella*, 122 Nev. at 512.

10 Due process requirements are satisfied if the nonresident defendant’s contacts are sufficient
11 to obtain either (1) general jurisdiction, or (2) specific personal jurisdiction, and it is reasonable to
12 subject the nonresident defendants to suit in Nevada. *Viega GmbH v. Eighth Jud. Dist. Ct.*, 130 Nev.
13 368, 375, 328 P.3d 1152, 1156 (2014).

14 General jurisdiction occurs where a defendant is held to answer in a forum for causes of
15 action unrelated to the defendant’s forum activities. *Trump*, 857 P.2d at 748. Specific personal
16 jurisdiction arises when the defendant purposefully enters the forum’s market or establishes contacts
17 in the forum and affirmatively directs conduct there, and the claims arise from that purposeful
18 contact or conduct. *Viega*, 130 Nev. at 375.

19 In Nevada, a plaintiff may establish personal jurisdiction over a non-resident defendant by
20 imputing a subsidiary’s contacts to the parent company under an “alter ego” theory or “agency”
21 theory. *Viega*, 130 Nev. at 376.

22 As set forth below, McGuire has made a prima facie showing of personal jurisdiction over
23 Betfred due to (a) its own forum-directed activities, (b) through the contacts of Betfred’s agents; or
24 (c) through Betfred’s alter egos. Additionally, Betfred has failed to meet its burden of showing that
25 the exercise of jurisdiction would be unreasonable. The Motion should be denied, or alternatively,
26 McGuire should be permitted to conduct limited jurisdictional discovery.

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2 **D. ARGUMENT**

3 **A. THIS COURT HAS SPECIFIC PERSONAL JURISDICTION OVER BETFRED BASED UPON ITS**
4 **OWN FORUM-RELATED ACTIVITIES.**

5 In evaluating specific personal jurisdiction, courts consider two factors: (1) whether the
6 defendant purposefully availed itself of the privilege of acting in the forum state or purposefully
7 directed its conduct towards the forum state, and (2) whether the cause of action arose from the
8 defendant’s purposeful contact or activities in connection with the forum state, such that it
9 is reasonable to exercise personal jurisdiction. *Tricarichi v. Coop. Rabobank, U.A.*, 135 Nev. 87, 91,
10 440 P.3d 645, 650 (2019). While the contacts cannot be “random” or “fortuitous” it is the quality of
11 these contacts, and not the quantity that confers personal jurisdiction over a defendant. *Trump*, 857
12 P.2d at 749. In fact, “[e]ven a single contact with or activity in the forum state may satisfy the
13 constitutional test for minimum contacts where the claim for relief arises therefrom.” *Mirage*
14 *Casino-Hotel v. Caram*, 762 F. Supp. 286, 288 (D. Nev. 1991). As set forth herein, McGuire has
15 made a prima facie specific personal jurisdiction.

16 Betfred has purposefully availed itself of the privilege of acting in Nevada by (1) meeting
17 with McGuire and the Mohegan Tribe in Las Vegas, Nevada in connection with the Agreement in
18 October 2018, (2) forming sixteen (16) wholly owned Nevada subsidiaries in an effort to avoid its
19 obligations under the Agreement, and (3) using McGuire’s connections to obtain the Mohegan
20 Sportsbook Services at the Virgin Hotel Casino in Las Vegas, Nevada.

21 As made clear in the Hutchinson Declaration, McGuire, Betfred and the Mohegan Tribe met
22 in Las Vegas, Nevada to discuss Betfred obtaining the Mohegan Sportsbook Services not just in
23 Connecticut, but in other Mohegan Tribe casinos in the United States. [Hutchinson Dec. at ¶ 17-18.]
24 This Vegas Meeting was indisputably related to the Agreement. [*Id.* at ¶ 18.]

25 Further, the plain language of the Agreement does not limit its application to a specific
26 Mohegan Tribe casino, but rather expressly encompasses “sports book betting and wagering services
27 to the US gambling operator Mohegan Sun[.]” [Hutchinson Dec. at Ex. A, Clause 1.1.] McGuire
28 has proffered overwhelming evidence of the parties’ intent that the Agreement apply to casinos
across the United States, including Nevada. [*Id.* at ¶ 13-15, Exs. B, C, D.] As set forth above,

1 McGuire’s evidence must be accepted as true, and any factual disputes must be resolved in
2 McGuire’s favor. *See Tricarichi*, 135 Nev. at 90–91.

3 Additionally, Betfred formed sixteen (16) wholly owned Nevada based Subsidiaries.
4 [Stebbins Dec. at Ex. C.] Betfred admittedly formed the Subsidiaries for the sole purpose of having
5 them pursue the Mohegan Sportsbook Services. [Stebbins Dec. at ¶ 21-22.] In other words, Betfred
6 intentionally formed the Subsidiaries in an effort to avoid its obligations under the Agreement.
7 Betfred fails to appreciate, however, that the Agreement expressly applies to the “Parties group
8 and/or associated companies.” [Hutchinson Dec. at ¶ 11, Ex. A.] The plain meaning of this term is
9 the Agreement obligates Betfred, Betfred Group, and any of its subsidiaries. *Ringle v. Bruton*, 120
10 Nev. 82, 93, 86 P.3d 1032, 1039 (2004) (“when a contract is clear, unambiguous, and complete, its
11 terms must be given their plain meaning and the contract must be enforced as written”).

12 Ultimately, Betfred obtained the Mohegan Sportsbook Services at the Virgin Hotel Casino in
13 Las Vegas, Nevada. [Hutchinson Dec. at ¶ 26.] Betfred would not have been able to secure the
14 Mohegan Sportsbook Services at the Virgin Hotel Casino without McGuire’s efforts to introduce
15 and facilitate the Betfred and Mohegan Tribe partnership. [*Id.* at ¶ 28.] However, Betfred cut
16 McGuire out of this deal in breach of the Agreement. [*Id.* at ¶ 27.]

17 In sum, Betfred met with McGuire and the Mohegan Tribe in Las Vegas in connection with
18 the Agreement; Betfred formed sixteen (16) wholly owned Nevada subsidiaries to obtain the
19 Mohegan Sportsbook Services; and obtained the Mohegan Sportsbook Services at the Virgin Hotel
20 Casio as a result of McGuire’s efforts in facilitating the Betfred and Mohgan Tribe partnership. Far
21 from random or fortuitous, these contacts show (1) Betfred purposefully directed its conduct towards
22 Nevada, and (2) McGuire’s causes of action directly arose from Betfred’s activities in Nevada.
23 Accordingly, McGuire has made a prima facie showing that this Court has specific personal
24 jurisdiction over Betfred. *Tricarichi*, 135 Nev. at 91; *Trump*, 857 P.2d at 749; *Mirage Casino-Hotel*,
25 762 F. Supp. at 288.

26 **B. THIS COURT HAS SPECIFIC JURISDICTION OVER BETFRED UNDER AGENCY THEORY.**

27 Under an agency theory, the parent company “is held for the acts of the [subsidiary] agent”
28 because the subsidiary was acting on the parent’s behalf. *Viega*, 130 Nev. at 376. *See also, Trump*,

1 857 P.2d at 745 n.3 (“The contacts of an agent are attributable to the principal in determining
2 whether personal jurisdiction exists.”). Under agency theory, a prima facie showing of personal
3 jurisdiction over foreign parent corporation can be established by evidence demonstrating “agency or
4 control” by the parent corporations over their local subsidiary. *Viega*, 130 Nev. at 377. The
5 requisite control exists “where the local entity as agent essentially exists only to further the business
6 of the foreign entity, and but for the domestic entity’s existence, the foreign entity would be
7 performing those functions in the forum itself.” *Viega*, 130 Nev. at 379. Thus, the agency theory
8 supports specific jurisdiction “when the local subsidiary performs a function that is compatible with,
9 and assists the parent in the pursuit of, the parent’s own business.” *Id.* See also, *Daimler AG v.*
10 *Bauman*, 134 S.Ct. 746, 759 n. 13 (2014) (agency relationship may be used to establish specific
11 jurisdiction when a corporate entity purposefully directs its agent to engage in activities in the
12 forum).

13 In this case, Betfred claims Betfred USA created Betfred Nevada to obtain the Mohegan
14 Sportsbook Services at the Virgin Hotel Casino. [Stebbins Dec. at ¶ 25.] Under agency theory,
15 Betfred can be subject to specific personal jurisdiction based on the acts of Betfred USA and Betfred
16 Nevada because they are subsidiaries acting on Betfred’s behalf. *Viega*, 130 Nev. at 376; *Trump*,
17 857 P.2d at 745 n.3. McGuire has made a prima facie showing of personal jurisdiction over Betfred
18 under an agency theory by evidence demonstrating Betfred’s control over their wholly owned
19 Nevada subsidiaries Betfred USA and Betfred Nevada.

20 First, the subsidiaries share common features of ownership with Betfred, as Stebbins and
21 Barr are both directors of Betfred and Betfred Group and managers of Betfred USA and Betfred
22 Nevada. [Stebbins Dec. at ¶ 1, 22; Hutchinson Dec. at ¶ 24-25, Ex. G, H.] Further, Betfred
23 admittedly created these Nevada subsidiaries solely to further Betfred’s U.S. business opportunities
24 and to obtain the Mohegan Sportsbook Services. [Stebbins Dec. at ¶ 21-22, 25.] But for the
25 subsidiaries existence, Betfred would be performing these functions in Nevada itself. *Viega*, 130
26 Nev. at 379. The fact the subsidiaries did not exist at the time of the Agreement only supports
27 McGuire’s position, as it shows they were intentionally created to obtain the Mohegan Sportsbook
28 Services in an effort to avoid Betfred’s obligations under the Agreement.

1 Because Betfred USA and Betfred Nevada were admittedly created to obtain sportsbook bids
2 for Betfred, it is also indisputable they perform functions compatible with, and assist Betfred in
3 pursuit of Betfred's own business. *Viega*, 130 Nev. at 379. For example, the website for Betfred
4 USA shows it is a wholly owned subsidiary engaged in the same sportsbook business as Betfred and
5 is obtaining a license to operate in Nevada. [Hutchinson Dec. at Ex. F.] Simply put, Betfred and its
6 subsidiaries all engage in the same business in the gaming industry. Betfred's subsidiaries do not
7 perform any function or business different or separate from Betfred—they are merely agents created
8 to further Betfred's own business. Under these facts, McGuire has made a prima facie showing of
9 personal jurisdiction over Betfred under an agency theory.

10 Notably, Nevada courts have found an agency relationship sufficient to exercise personal
11 jurisdiction under similar facts. In *NML Capital*, the court found a law firm and its Nevada based
12 independent contractor had an agency relationship because the firm had the right to control the
13 contractor by directing its daily business activities; the companies shared common features of
14 ownership, such as directors; and the contractor performed a function compatible with and assisted
15 the firm in the pursuit of its business. For example, the firm's website advertised services in
16 Nevada, which referred to the services of the contractor. *NML Capital*, 2015 WL 1186548, at *12.
17 Under these facts, the court found an agency relationship that permitted the Court to attribute
18 jurisdictional contacts to the firm and exercise specific personal jurisdiction. *Id.* at 13. *See also*,
19 *Hosp. Corp. of Am. v. Second Judicial Dist. Court In & For County of Washoe*, 112 Nev. 1159,
20 1160, 924 P.2d 725, 725 (1996) (plaintiffs adduced sufficient evidence of agency or control by the
21 parent corporations to establish a prima facie showing of personal jurisdiction).

22 Similar to *NML*, McGuire has a made a prima facie showing of specific personal jurisdiction
23 over Betfred under an agency theory through evidence of control, common features of ownership,
24 and that the subsidiaries were merely created to further Betfred's own business.

25
26 **C. THIS COURT HAS SPECIFIC PERSONAL JURISDICTION OVER BETFRED UNDER ALTER EGO THEORY.**

27 The same facts discussed above also support specific jurisdiction under an alter ego theory.
28 To support jurisdiction under an alter ego theory, the plaintiff must show (1) such unity of interest

1 and ownership between parent and subsidiary that the separate personalities of the two entities no
2 longer exist and (2) the failure to disregard the separate entities would result in fraud or injustice.
3 *Iconlab, Inc. v. Bausch Health Companies, Inc.*, 828 Fed. Appx. 363, 364 (9th Cir. 2020). *See also*,
4 *NML Capital, Ltd. v. Republic of Argentina*, 2015 WL 1186548, at *11 (D. Nev. Mar. 16, 2015).
5 The rationale behind this theory is that “the alter ego subsidiary is the same entity as its parent, and
6 thus, the jurisdictional contacts of the subsidiary are also the jurisdictional contacts of the parent.”
7 *Viega*, 130 Nev. at 376.

8 In *NML Capital*, the court found the independent contractor was the law firm’s alter ego for
9 jurisdictional purposes because both companies shared a unity of interest and ownership and the
10 failure to disregard the separate entities would result in fraud or injustice. *NML Capital*, 2015 WL
11 1186548, at *13. Specifically the court found a “unity of interest” based on their joint ownership
12 and indistinguishable business ventures:

13 M.F. Corporate Services exist to achieve Mossack Fonseca & Co.’s goals,
14 and in so doing relies on Mossack Fonseca & Co. It provides M.F.
15 Corporate Services with human-resources and information-technology
16 services and advertises M.F. Corporate Services as part of Mossack
17 Fonseca & Co. on its website. This demonstrates that M.F. Corporate
18 Services would not exist without Mossack Fonseca & Co. and that M.F.
19 Corporate Services “is so organized and controlled, and its affairs are so
20 conduct that it is in fact a mere instrumentality” of Mossack Fonseca &
21 Co.

22 *NML Capital*, 2015 WL 1186548, at *13. The court found these facts sufficient to exercise general
23 jurisdiction over the firm because it was “essentially at home” in Nevada by virtue of its domination
24 of its contractor. *Id.* at 14.

25 Similar to *NML Capital*, Betfred and its subsidiaries indisputably share a unity of interest and
26 ownership. Stebbings and Barr are both directors of Betfred and Betfred Group and managers of
27 Betfred USA and Betfred Nevada. [Stebbing Dec. at ¶ 1, 22; Hutchinson Dec. at ¶ 24-25, Exs. G,
28 H.] Betfred admittedly created these Nevada subsidiaries solely to further Betfred’s business
opportunities in the U.S. and to obtain the Mohegan Sportsbook Services. [Stebbing Dec. at ¶ 21-
22, 25.] Additionally, Betfred, Betfred USA and Betfred Nevada all engage in the same business in
the gaming industry. For example, the website for Betfred USA shows it is a wholly owned

1 subsidiary engaged in the same sportsbook business as Betfred and is obtaining a license to operate
2 in Nevada. [Hutchinson Dec. at Ex. F.]

3 Additionally, the failure to disregard the separate entities would result in fraud or injustice to
4 McGuire. The evidence shows McGuire expended significant efforts to facilitate a Betfred and
5 Mohegan Tribe partnership in performance of its obligations under the Agreement, including a
6 meeting that occurred in Las Vegas. [Hutchinson Dec. at ¶ 12-19.] Betfred then represented to
7 McGuire negotiations with the Mohegan Tribe had stalled and Betfred was not continuing in its
8 pursuit of the Mohegan Sportsbook Services. [*Id.* at ¶ 20.]

9 However, unbeknownst to McGuire, Betfred formed sixteen (16) Nevada subsidiaries,
10 obtained a consultant other than McGuire in violation of the Agreement, and was ultimately
11 successful in obtaining the Mohegan Sportsbook Services at the Virgin Hotel Casino. [Hutchinson
12 Dec. at ¶ 22-26.] Betfred would not have been able to secure the Mohegan Sportsbook Services at
13 the Virgin Hotel Casino without McGuire’s efforts to introduce and facilitate the Betfred and
14 Mohegan Tribe partnership. [*Id.* at ¶ 28.] Because Betfred was successful in obtaining the Mohegan
15 Sportsbook Services, Betfred was obligated by the Agreement to enter into a full form agreement
16 customary for share of Betfred’s revenue with McGuire, wherein Betfred would pay McGuire 10%
17 of the gross revenues Betfred received from any sportsbook it operated for the Mohegan Tribe. [*Id.*
18 at ¶ 9.] Betfred’s breach of the Agreement has caused McGuire significant damages. [*Id.* at ¶ 30.]

19 Betfred should not be permitted to hide behind the corporate fictions it intentionally formed
20 to avoid this Court’s jurisdiction and obligations under the Agreement. Accordingly, McGuire has
21 made a prima facie showing of personal jurisdiction over Betfred under an alter-ego theory.

22 **D. THE EXERCISE OF PERSONAL JURISDICTION OVER BETFRED IS REASONABLE.**

23 Once the plaintiff demonstrates the defendant purposefully availed itself of the forum’s
24 benefits, the exercise of jurisdiction is presumptively reasonable. *See Trump*, 857 P.2d at 749. To
25 rebut this presumption, it is Betfred’s burden to present a “compelling case” that the presence of
26 some other considerations would render jurisdiction unreasonable. *Id.* *See also, Sinatra v. Nat’l*
27 *Enquirer, Inc.*, 86-6527, 1988 WL 86524 (9th Cir. 1988) (“defendant bears the burden of ultimately
28

1 proving that the exercise of jurisdiction is unreasonable.”). Nevada Courts measure the
2 reasonableness of exercising jurisdiction against five factors:

3 (1) “the burden on the defendant” of defending an action in the foreign
4 forum, (2) “the forum state's interest in adjudicating the dispute,” (3) “the
5 plaintiff's interest in obtaining convenient and effective relief,” (4) “the
6 interstate judicial system's interest in obtaining the most efficient
7 resolution of controversies,” and (5) the “shared interest of the several
8 States in furthering fundamental substantive social policies.

9 *Emeterio v. Clint Hurt & Associates, Inc.*, 114 Nev. 1031, 1036–37, 967 P.2d 432, 436 (1998)
10 (citing *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 292, 100 S.Ct. 559, 62 L.Ed.2d
11 490 (1980)). In this case, Betfred has failed to show jurisdiction in Nevada is unreasonable and
12 consideration of these factors weighs in McGuire’s favor. Indeed, through its subsidiaries it is
13 operating in Nevada.

14 Betfred’s only argument in this vein is that litigating in Nevada would be overly burdensome
15 because it is a foreign corporation and the United Kingdom is a more reasonable forum because
16 Agreement requires disputes to be resolved in accordance with the laws of England and Wales.¹
17 However, Betfred has not and cannot identify any conflict of law that would make it unreasonable
18 for a Nevada court to resolve this dispute. Moreover, the issue of whether another reasonable forum
19 exists only arises when the forum state is shown to be unreasonable. *Sinatra* 854 F.2d at 1201.
20 Betfred simply cannot demonstrate that Nevada is an unreasonable forum.

21 In fact, unless the inconvenience of litigating this matter in Nevada is “so great as to
22 constitute a deprivation of due process, it will not overcome clear justifications for the exercise of
23 jurisdiction.” *Panavision Int'l, L.P. v. Toepfen*, 141 F.3d 1316, 1323 (9th Cir. 1998). In this era of
24 internet, email, and video-conferencing, requiring a defendant to litigate in Nevada is not
25 unreasonable. *See Dole Food Co., Inc. v. Watts*, 303 F.3d 1104, 1115 (9th Cir. 2002) (recognizing
26 the expense and inconvenience for defendants to litigate in forum, but “[m]odern advances in
27 communications and transportation have significantly reduced the burden of litiaging in another
28 country.”).

¹ The parties were capable of providing for choice of law in the Agreement. They could have easily provided for venue in the United Kingdom. They did not.

1 As set forth above, Betfred has already subjected itself to the jurisdiction of this court by
2 purposefully directing its conduct towards Nevada. Moreover, Betfred’s wholly owned subsidiaries
3 are based in Nevada and are Betfred’s agents and alter egos. [Hutchinson Dec. at Exs. G, H.]
4 Additionally, Betfred shares directors and managers with its Nevada subsidiaries. [*Id.*] Indeed,
5 Betfred’s director traveled to Nevada on at least one occasion that is directly related to the events
6 giving rise to this action. [*Id.* at ¶ 17-19.] In other words, litigating this action in Nevada would not
7 place any undue burden on Betfred because it already conducts business in Nevada. *See Dole Food,*
8 *303 F.3d at 1115.*

9 Moreover, McGuire has proffered evidence that Betfred intentionally breached the
10 Agreement by cutting McGuire out of the deal when it obtained the Mohegan Sportsbook Services at
11 the Virgin Hotel Casino. In similar cases, where the alleged injury is the result of intentional rather
12 than negligent conduct, courts find the defendant purposefully interjected itself into the state.
13 *Pocahontas First Corp. v. Venture Planning Group, Inc.*, 572 F. Supp. 503, 507–08 (D. Nev. 1983)
14 (“Where the alleged injury is the result of intentional, rather than negligent, conduct, the defendant
15 has purposefully interjected itself into the state.”); *Falen v. Cervi Livestock Co.*, 581 F. Supp. 885,
16 888 (D. Nev. 1984) (Defendant’s “own affirmative act served to interject him into the Nevada
17 transaction.”)

18 Additionally, it will be far more efficient to litigate this case in Nevada than to bring suit
19 against Betfred in the United Kingdom for breaching an Agreement concerning a Las Vegas casino
20 and Betfred’s wholly owned Nevada subsidiaries. As the gambling center of the United States and
21 the home of the Virgin Hotel Casino, Nevada has a strong interest in adjudicating McGuire’s claims,
22 and with its expertise resolving disputes involving gambling entities, Nevada can most efficiently
23 resolve this dispute. *Rio Properties, Inc. v. Rio Int’l Interlink*, 284 F.3d 1007, 1021 (9th Cir. 2002)
24 (Nevada has strong interest and expertise in resolving disputes involving gambling and casinos).
25 Simply, Nevada—not the United Kingdom—is the most appropriate forum to resolve a dispute
26 concerning a Las Vegas casino.

27 ///

28 ///

1 Finally, Betfred’s argument that Nevada has zero interest because the parties are non-
2 residents holds no water. As stated by the Nevada Supreme Court, the state has an interest in
3 protecting out-of-state residents and providing a forum to resolve disputes related to Nevada:

4 Nevada law should afford some protection to the out-of-state residents
5 which Nevada hails to trade shows in order to boost Nevada business. As
6 petitioners argue, the state has an interest in protecting its visitors from
7 commercial predation and in providing a forum for the resolution of
8 disputes having their origin here. We refuse to allow businesses to come to
9 Nevada and enter into contracts free from any threat of litigation in this
10 forum.

11 *Firouzabadi v. First Judicial Dist. Court In & For Carson City*, 110 Nev. 1348, 1356–57, 885 P.2d
12 616, 621–22 (1994) (the exercise of personal jurisdiction was reasonable when a nonresident
13 defendant entered into a contract with a nonresident plaintiff while attending a trade show in
14 Nevada).

15 Simply, Betfred has failed to present the Court with any legitimate reason, let alone a
16 compelling one, that it would be unreasonable to exercise personal jurisdiction. Rather, it is clear
17 the exercise of personal jurisdiction over Betfred would be reasonable. The Motion to Dismiss
18 should be denied.

19 **E. ALTERNATIVELY, THIS COURT SHOULD ALLOW MCGUIRE TO CONDUCT JURISDICTIONAL
20 DISCOVERY.**

21 Alternatively, dismissal of the FAC would be improper without first allowing McGuire to
22 conduct jurisdictional discovery. Given the fact intensive nature of determining whether a defendant
23 has sufficient contact with Nevada, it is unfair for a court to refuse to exercise jurisdiction without
24 first allowing the plaintiff to conduct limited, jurisdictional discovery. *See Tricarichi*, 135 Nev. at
25 98, n. 15 (court has discretion to allow jurisdictional discovery).

26 Although McGuire sufficiently establishes a prima facie case of personal jurisdiction over
27 Betfred, formal discovery on this topic would yield additional evidence of Betfred’s connections to
28 Nevada to support personal jurisdiction, including evidence demonstrating the extent of Betfred’s
control, unity of interest, and shared ownership with its wholly owned Nevada subsidiaries.
Accordingly, this Court should not dismiss this action with prejudice without allowing McGuire to
first conduct jurisdictional discovery.

E. CONCLUSION

For the reasons set forth above, McGuire has made a prima facie showing of specific personal jurisdiction over Betfred due to (a) its own forum-directed activities; (b) through the contacts of Betfred’s agents; or (c) through Betfred’s alter egos. Additionally, Betfred has failed to meet its burden of showing that the exercise of jurisdiction would be unreasonable. To the contrary, it is clear that the exercise of personal jurisdiction over Betfred would be reasonable. The Motion should be denied, or alternatively, McGuire should be permitted to conduct limited jurisdictional discovery.

DATED this 12th day of April, 2021.

AKERMAN, LLP

/s/ Ariel Stern

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Attorneys for Plaintiff McGuire Holdings Ltd.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 12th day of April 2021, I caused to be served a true and correct copy of the foregoing **PLAINTIFF’S OPPOSITION TO DEFENDANT’S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court’s facilities to those parties listed on the Court’s Master Service List as follows:

- Damien H. Prosser DProsser@forthepeople.com
- Jessica Thorson JThorson@forthepeople.com
- Melissa Todd mtodd@forthepeople.com
- Patricia Helman phelman@forthepeople.com
- Todd L. Bice tlb@pisanellibice.com
- Shannon Dinkel sd@pisanellibice.com
- John A. Fortin jaf@pisanellibice.com
- Kimberly Peets lit@pisanellibice.com

I declare that I am employed in the office of a member of the bar of this Court at whose discretion the service was made.

/s/ Patricia Larsen
An employee of AKERMAN LLP

EXHIBIT 1

EXHIBIT 1

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DECLARATION OF PETER HUTCHINSON

I, Peter Hutchinson, pursuant to NRS 53.350, declare as follows:

1. I am an adult fully competent to testify to the matters stated herein.
2. I am the founder of Plaintiff, McGuire Holdings, Ltd. ("McGuire"), and a Florida resident.
3. I make this declaration in support of Plaintiff's Opposition to Defendant's Motion to Dismiss for Lack of Personal Jurisdiction. The facts stated herein are based upon my personal knowledge, unless stated upon information and belief, and as to those facts I believe them to be true.
4. I was aware that my associate and friend Sherman Brown ("Brown") had connections with the Mohegan Tribe, including the former Chairman of the Mohegan Tribe Council, Kevin Brown ("Kevin Brown"), the Chief Marketing Officer, David Martinelli ("Martinelli"), and its Vice President of Interactive Gaming, Aviram Alroy ("Alroy").
5. I had connections with Defendant, Betfred International Holdings, Ltd. ("Betfred"), including Betfred's Chief Executive Officer, Mark Stebbings ("Stebbing"), and Betfred's Trading Director, Craig Reid ("Reid"). Through these connections, I understood that Betfred was looking to expand its operations in the United States and was looking for inroads with casino operators, including the Mohegan Tribe.
6. Unfortunately, Betfred did not have the necessary contacts with the Mohegan Tribe to successfully pursue the Mohegan Tribe deal. McGuire, on the other hand, did have the requisite relationships with the Mohegan Tribe to assist Betfred to become the sportsbook operator for casinos owned or operated by the Mohegan Tribe.
7. In 2017, on behalf of McGuire, I approached Betfred to see if it would be interested in becoming the sportsbook betting and wagering operator for any of the Mohegan Tribe casinos.
8. Betfred expressed its interest in becoming a sportsbook operator for the Mohegan Tribe casinos.

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

10. On July 10, 2018, Betfred and McGuire entered into a Letter of Intent (the "Agreement") to memorialize the parties' Agreement. A true and correct copy of the Agreement is attached as **Exhibit "A."** The terms set forth in Clauses 3 through 8 of the Agreement were intended to create binding obligations on the parties. [Ex. A at Clause 1.2.]

11. Additionally, the Agreement is expressly intended to apply to the "Parties group and/or associated companies." [Ex. A at Definitions.] The parties intended this language to mean the Agreement applies to Betfred Group, including any of its subsidiaries.

12. McGuire's initial efforts centered on Betfred operating the Mohegan Tribe's sportsbook in Connecticut. However, the Agreement is not limited to the sportsbook of a specific Mohegan Sun casino, but rather expressly encompasses "sports book betting and wagering services to the US gambling operator Mohegan Sun" (the "Mohegan Sportsbook Services"). [Ex. A at Clause 1.1.]

13. The parties engaged in numerous email communications which reflect their intent that the Agreement applied to all Mohegan Sun casinos in the United States. For example, on June 25, 2018, Stebbings sent an email to me, Brown, and Reid, stating in part:

Just so we are clear your consultancy company which is going to source opportunities in the US for Betfred will be paid 10% of the gross revenue percentage we receive (in this case Mohegan Sun).

A true and correct copy of this June 25, 2018 email is attached as **Exhibit "B."**

14. On July 16, 2018, Brown emailed me, Stebbings, and Reid, stating in part:

I'm highly optimistic we'll win [the Connecticut bid]. But if we don't, it's not a failure or ending by any means. In fact, we're just beginning . . .

1 A true and correct copy of this July 16, 2018 email is attached as **Exhibit "C."**

2 15. On August 26, 2018, Brown emailed Stebbings, copying me and Reid, stating in part:

3 This week, BetFred shall receive confirmation from the Mohegan Tribe
4 outlining the process to affirm a partnership to jointly pursue sports
5 gaming in CT and other U.S. states where the Tribe conducts business.
6 Needless to say, I have extended all influence and called in political favors
7 to turn around the process to favor BetFred.

8 If you continue to follow my blueprint and create an exclusive partnership
9 to conduct with Peter and me in North America and the Caribbean, I can
10 assure you BetFred's profits will soar to new volumes. The work you've
11 seen with the Mohegan Tribe is the tip of the iceberg. Florida will be—
12 and remember, we are granting BetFred right of first opportunity to
13 partner with us—the single largest market in the history of sports gaming.
14 And we have the political and relational assets to create the dominant
15 sports betting organization in North America.

16 In response, on August 27, 2018, Stebbings emailed me, Brown, and Reid, stating, in part:

17 As discussed on our call on Friday, well done you have done a great job in
18 using your influence with Chairman Brown to give us the opportunity of
19 becoming the tribe's partner of choice.

20 A true and correct copy of this August 26 to 27, 2018 email thread is attached as **Exhibit "D."**

21 16. McGuire spent more than a year fulfilling its obligations under the Agreement to
22 obtain the Mohegan Sportsbook Services, including but not limited to: (a) introducing Betfred to the
23 Mohegan Tribe via email, (b) engaging in email and phone call correspondence to facilitate a
24 Betfred and Mohegan Tribe partnership, (c) facilitating multiple in-person meetings between
25 Stebbings, Reed, Kevin Brown, Martinelli, and Alroy in Connecticut and Nevada; and (d) attending
26 the meetings in Connecticut and Nevada with representatives from Betfred and the Mohegan Tribe.
27
28

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LAS VEGAS, NEVADA 89134
TEL: (702) 634-5000 - FAX: (702) 380-8572

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1 17. Specifically, in October of 2018, McGuire, through my direct efforts, secured a
2 meeting in Las Vegas, Nevada between Betfred and the Mohegan Tribe (the "Vegas Meeting"). I
3 engaged in email communication with Alroy, of the Mohegan Tribe, to coordinate the Vegas
4 Meeting. For example on October 7, 2018, I emailed Alroy "confirming our meeting at 4.30 at the
5 betfred stand on Tuesday." A true and correct copy of this October 7, 2018 email is attached as
6 **Exhibit "E."**

7
8 18. I attended the Vegas Meeting on behalf of McGuire; Stebbings and Reid attended the
9 Vegas Meeting on behalf of Betfred; and Alroy attended on behalf of the Mohegan Tribe. The Vegas
10 Meeting was related to the Agreement, as its purpose was to discuss Betfred obtaining the Mohegan
11 Sportsbook Services not just in Connecticut, but in other Mohegan Tribe casinos in the United
12 States.

13 19. During the Vegas Meeting, Alroy informed McGuire and Betfred that Betfred would
14 not be the sportsbook operator for the Mohegan Tribe's Connecticut casino, but that there were
15 opportunities for Betfred to operate in other Mohegan Tribe casinos.

16
17 20. After the Vegas Meeting, Betfred represented to McGuire that negotiations had
18 stalled between Betfred and the Mohegan Tribe.

19 21. Thus, after the Vegas Meeting, I understood Betfred may not be continuing in its
20 pursuit to become the sportsbook operator for the Mohegan Tribe. If Betfred wished to continue to
21 pursue this opportunity, Betfred was obligated under the Agreement to use McGuire's services.
22 Specifically, the Agreement contains a binding exclusivity clause that prohibited Betfred from using
23 any other third party consultant other than McGuire to obtain the Mohegan Sportsbook Services.
24 [Ex. A at Clause 4.]
25

26 22. Contrary to its representations and obligations under the Agreement, and
27 unbeknownst to me, Betfred continued to negotiate a deal with the Mohegan Tribe and obtained a
28 third-party consultant other than McGuire to obtain the Mohegan Sportsbook Services.

PH

1 23. Additionally, upon information and belief, in 2019, after executing the Agreement,
2 Betfred Group formed a wholly owned US subsidiary Betfred USA Sports, LLC, a Nevada limited
3 liability company ("Betfred USA"). Attached as **Exhibit "F"** is a true and correct copy of a webpage
4 from betfredusasports.com.

5 24. Upon information and belief, Betfred formed sixteen (16) Nevada subsidiaries from
6 2019 to 2020. For each of the Subsidiaries, Stebbings and Nicola Barr ("Barr") are both listed as the
7 Managers with an address in Las Vegas, Nevada. Attached as **Composite Exhibit "G"** is a true and
8 correct copy of the entity details for Betfred's sixteen (16) Nevada subsidiaries from the Nevada
9 Secretary of State's website.
10

11 25. Upon information and belief, Barr and Stebbings are directors of both Betfred and
12 Betfred Group. Attached as **Composite Exhibit "H"** is a true and correct copy of the corporate
13 information from obtained Companies House at [www.gov.uk/government/organisations/companies-](http://www.gov.uk/government/organisations/companies-house)
14 [house](http://www.gov.uk/government/organisations/companies-house).

15 26. Ultimately, Betfred's representations to McGuire turned out to be false, as Betfred
16 subsequently became the sportsbook operator for the new Virgin Hotels Casino in Las Vegas (the
17 "Virgin Hotel Casino"), which is operated by the Mohegan Tribe.
18

19 27. On July 17, 2020, Brown informed me that he received a text message from Kevin
20 Brown, the former Chairman of the Mohegan Tribe Council, congratulating Brown and McGuire for
21 securing the sportsbook services for Betfred at the Virgin Hotel Casino. This was the first time that I
22 learned that Betfred would become the sportsbook operator for the Virgin Hotel Casino and that
23 Betfred had cut McGuire out of the deal in breach of the Agreement. Attached as **Exhibit "I"** is a
24 true and correct copy of the text message Brown received from Kevin Brown.
25

26 28. Betfred would not have been able to secure the Mohegan Sportsbook Services at the
27 Virgin Hotel Casino without McGuire's efforts to introduce and facilitate the Betfred and Mohegan
28 Tribe partnership.

PH

1 29. After becoming the sportsbook service provider for the Virgin Hotel Casino, Betfred
2 failed to enter into good faith negotiations with McGuire for a full form agreement containing such
3 terms and conditions as are customary for a share of Betfred's revenue with McGuire.

4 30. McGuire has suffered significant damages as a result of Betfred's actions.

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

7 DATED this 9th day of April, 2021.

8 
9
10 **PETER HUTCHINSON**

AKERMAN LLP

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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 the 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 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”

From: Mark Stebbings <mark.stebbing@betfred.com>
Date: June 25, 2018 at 9:24:39 AM EDT
To: Peter Hutchinson <peter@bhpolymer.com>, Craig Reid <Craig.Reid@betfred.com>
Cc: "foodmogul@gmail.com" <foodmogul@gmail.com>
Subject: RE: Commission

Peter

Just so we are clear your consultancy company which is going to source opportunities in the US for Betfred will be paid a 10% of the gross revenue percentage we receive (in this case Mohegan Sun).

Should we be successful with this RFP, Mohegan Sun would also be paying us some of our fixed costs just for clarity your percentage would not apply to this element please confirm.

Cheers

Mark

Mark Stebbings
Managing Director
Betfred

Office: 01925288584 | Mobile: 07971979572 | Fax: 01925288586
mark.stebbing@betfred.com
Betfred
The Spectrum
56-58 Benson Road
Birchwood
Warrington
WA3 7PQ

-----Original Message-----

From: Peter Hutchinson [<mailto:peter@bhpolymer.com>]
Sent: 25 June 2018 14:14
To: Mark Stebbings; Craig Reid
Cc: foodmogul@gmail.com

Subject: Commission

Dear gentleman , as always a pleasure to communicate .

I believe that 10 per cent of the gross revenue stream (check) from Mohegan is acceptable . So submit your proposal knowing this and then we will try and close it .

Re Florida , we are looking for a third partnership between you The Mohegan and us because we are confident that we can bring the license . We have numerous opportunities but I think a good start is to close this one .. Sherman is on board with the above if your happy .

Thank you again and look forward to doing business with you and taking over the gambling market in the USA !!

Thanks

Peter

Peter Hutchinson

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E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Whilst we believe this email and its attachments are free from any virus or other defect which might affect any computer or IT system where it is opened, we will not be held responsible for any loss or damage arising from it.

Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company.”

Done Brothers (Cash Betting) Limited (t/as Betfred) (Registered number 1277703).

Registered Office: The Spectrum, 56-58 Benson Road, Birchwood, Warrington, WA3 7PQ.

Registered in England and Wales.

EXHIBIT “C”

From: Mark Stebbings <mark.stebbing@betfred.com>
Date: July 16, 2018 at 9:32:13 AM EDT
To: SHERMAN BROWN <foodmogul@gmail.com>, Peter Hutchinson <peter@bhpolymers.com>, Craig Reid <Craig.Reid@betfred.com>
Subject: RE: Sports betting in the U.S.A.

Hi Sherman

As we have said all along we are more than happy to look into the opportunities in Florida.

In the meantime though we would really like to get started in the US, so the Mohegan Sun is really important to us.

Look forward to hearing from the Mohegan Sun in due course.

Regards

Mark

Mark Stebbings
Managing Director
Betfred

Office: 01925288584 | Mobile: 07971979572 | Fax: 01925288586
mark.stebbing@betfred.com
Betfred
The Spectrum
56-58 Benson Road
Birchwood
Warrington
WA3 7PQ

-----Original Message-----

From: SHERMAN BROWN [<mailto:foodmogul@gmail.com>]
Sent: 16 July 2018 13:01
To: Peter Hutchinson; Mark Stebbings; Craig Reid
Subject: Sports betting in the U.S.A.

Gentlemen,

I trust this note finds you well.

According to the American Gaming Association, the soon to be regulated sports betting sector in the U.S.A. will conservatively exceed \$150B in annual revenue. Needless to say, organizations with experience, capital, and most importantly, strategic political relationships, will claim the lions share of the market. The state of Florida is the third largest state in America, but has more annual visitors/tourists than the top two states combined. Moreover, the demographics indicate the majority of the 116M visitors who visit Florida are already predisposed to and enjoy sports betting as a form of entertainment and social engagement. Let me be very clear here: if BetFred seeks to enter the U.S.A. market, and bolster revenue and market share well into the foreseeable future, the “country” of Florida MUST be your priority.

Today, the Mohegan Tribe formally begins the vetting process to determine the operator of its sports book at the Mohegan Sun. I can assure you, your company has been extraordinarily represented to the chairman of the Mohegan Tribe/Mohegan Gaming Authority and key members of the selection committee. Parallel to the vetting process, the Mohegans and the Pequots (Foxwoods Casino) are ferociously lobbying the governor of Connecticut to approve the sports betting bill currently before him. Per a note I received yesterday from the Mohegan Tribe’s chief of staff, the bill should be signed this week or next week. With this said, I expect to the selection committee to contact finalists as early as this week.

I’m highly optimistic we’ll win. But if we don’t, it’s not a failure or ending by any means. In fact, we’re just beginning as the major prize here is not the Mohegan Sun. If BetFred is truly committed to creating a lucratively sustainable sports betting business in America, investing in an creating strategic and Florida based partnerships must be your priority.

Best,

Sherman Brown
Sent from my iPad

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Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company.”

Done Brothers (Cash Betting) Limited (t/as Betfred) (Registered number 1277703).

Registered Office: The Spectrum, 56-58 Benson Road, Birchwood, Warrington, WA3 7PQ.
Registered in England and Wales.

EXHIBIT “D”

From: Mark Stebbings <mark.stebbing@betfred.com>
Date: August 27, 2018 at 2:30:14 AM EDT
To: Sherman Brown <foodmogul@gmail.com>, Craig Reid
<Craig.Reid@betfred.com>
Cc: Peter Hutchinson <peter@bhpolymer.com>
Subject: RE: The future.....is now

Sherman

As discussed on our call on Friday, well done you have done a great job in using your influence with Chairman Brown to give us the opportunity of becoming the tribe's partner of choice.

Hopefully Avi drops me a line today to confirm it so Craig and I can move on to trying to agree some commercials which suit both Betfred and the Mohegan tribe.

Regards

Mark

Mark Stebbings
Managing Director
Betfred

Office: 01925288584 | Mobile: 07971979572 | Fax: 01925288586
mark.stebbing@betfred.com
Betfred
The Spectrum
56-58 Benson Road

Birchwood
Warrington
WA3 7PQ



From: Sherman Brown [<mailto:foodmogul@gmail.com>]

Sent: 26 August 2018 21:37

To: Craig Reid

Cc: Mark Stebbings; Peter Hutchinson

Subject: Re: The future.....is now

Could be better terms for us.....stay tuned

Best regards,
Sherman
Sent from my iPhone

On Aug 26, 2018, at 3:57 PM, Craig Reid <Craig.Reid@betfred.com> wrote:

Dear Sherman

Great news and well done getting this across the line.
We look forward to receiving the confirmation from Mohegan.
Is your understanding after speaking to Kevin they are looking for
a 70/30.

Regards Craig

From: Sherman Brown <foodmogul@gmail.com>

Sent: 26 August 2018 18:05:05

To: Mark Stebbings

Cc: Craig Reid; Peter Hutchinson

Subject: The future.....is now

Dear Mark,

This week, BetFred shall receive confirmation from the Mohegan Tribe outlining the process to affirm a partnership to jointly pursue sports gaming in CT and other U.S. states where the Tribe conducts business. Needless to say, I have extended all influence and called in political favors to turn around the process to favor BetFred.

If you continue to follow my blueprint and create an exclusive partnership to conduct with Peter and me in North America and the Caribbean, I can assure you BetFred's profits will soar to new

volumes. The work you've seen with the Mohegan Tribe is the tip of the iceberg. Florida will be—and remember, we are granting BetFred right of first opportunity to partner with us—the single largest market in the history of sports gaming. And we have the political and relational assets to create the dominant sports betting organization in North America.

The future is now, Mark. Those who wait until the future “arrives” are the ones who miss it and the wealth of opportunities that come along with it.

Looking forward to many successes together.

Best regards,
Sherman
Sent from my iPhone

This email and its contents and any attachments to it are confidential and intended solely for the use of the individual or entity to whom it was addressed. If you have received this email in error, please notify us and delete it from your computer. You should not copy or use it for any purpose or disclose its contents to any other person.

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Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company.”

Done Brothers (Cash Betting) Limited (t/as Betfred) (Registered number 1277703).
Registered Office: The Spectrum, 56-58 Benson Road, Birchwood, Warrington, WA3 7PQ.
Registered in England and Wales.

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Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company.”

Done Brothers (Cash Betting) Limited (t/as Betfred) (Registered number 1277703).
Registered Office: The Spectrum, 56-58 Benson Road, Birchwood, Warrington, WA3 7PQ.
Registered in England and Wales.

EXHIBIT “E”

From: "Alroy, Aviram" <aalroy@mohegangaming.com>
Date: October 7, 2018 at 3:16:49 PM EDT
To: Peter Hutchinson <peter@bhpolymer.com>
Subject: Re: Meeting

Hi Peter, per the original email, I have it marked at 4pm, not 4:30. 4pm works better for me.

From: Peter Hutchinson <peter@bhpolymer.com>
Sent: Sunday, October 7, 2018 3:10 PM
To: Alroy, Aviram
Subject: Meeting

This message is from an external source. Please verify sender before opening attachments or clicking on links.

Dear Avi , just confirming our meeting at 4.30 at the betfred stand on Tuesday . I hope this still works for you and look forward to seeing you again .

All the best and safe travels

Peter

Peter Hutchinson
4073538013

EXHIBIT “F”

WELCOME TO BETFRED SPORTS

Betfred Sports is the wholly owned US subsidiary of Betfred Group, a Warrington, United Kingdom-based bookmaker that owns and operates over 1500 betting shops in the UK as well as industry leading online and mobile products in the UK and Spain. Betfred Group, founded by brothers Fred and Peter Done in 1967, created Las Vegas based Betfred USA Sports in 2019. Betfred Sports, a proud sportsbook sponsor of the Denver Broncos, is currently a licensed operator in Iowa, Pennsylvania, and Colorado, with Nevada coming soon pending regulatory approval.



EXHIBIT “G”

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED SPORTS (ARIZONA) LLC

Entity Number:

E9846872020-1

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

10/17/2020

NV Business ID:

NV20201920326

Termination Date:

Perpetual

Annual Report Due Date:

10/31/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	Mark Stebbings	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	10/17/2020	Active
Manager	Nicola Barr	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	10/17/2020	Active

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED SPORTS (COLORADO) LLC

Entity Number:

E3551272019-5

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

12/16/2019

NV Business ID:

NV20191665091

Termination Date:

Perpetual

Annual Report Due Date:

12/31/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	Mark Stebbings	105 E. Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	12/16/2019	Active
Manager	Nicola Barr	105 E. Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	12/16/2019	Active

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED SPORTS (INDIANA), LLC

Entity Number:

E9223712020-3

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

09/20/2020

NV Business ID:

NV20201896168

Termination Date:

Perpetual

Annual Report Due Date:

9/30/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	Mark Stebbings	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	09/20/2020	Active
Manager	Nicola Barr	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	09/20/2020	Active

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED SPORTS (IOWA) LLC

Entity Number:

E0273062019-0

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

06/13/2019

NV Business ID:

NV20191439289

Termination Date:

Perpetual

Annual Report Due Date:

6/30/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	NICOLA BARR	375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA	06/13/2019	Active
Manager	MARK STEBBINGS	375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA	06/13/2019	Active

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED SPORTS (LOUISIANA) LLC

Entity Number:

E9847102020-8

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

10/17/2020

NV Business ID:

NV20201920335

Termination Date:

Perpetual

Annual Report Due Date:

10/31/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	Mark Stebbings	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	10/17/2020	Active
Manager	Nicola Barr	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	10/17/2020	Active

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED SPORTS (MINNESOTA) LLC

Entity Number:

E11190832020-1

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

12/23/2020

NV Business ID:

NV20201974604

Termination Date:

Perpetual

Annual Report Due Date:

12/31/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	Mark Stebbings	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	12/23/2020	Active
Manager	Nicola Barr	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	12/23/2020	Active

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED SPORTS (NEVADA) LLC

Entity Number:

E4236592020-5

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

01/16/2020

NV Business ID:

NV20201693426

Termination Date:

Perpetual

Annual Report Due Date:

1/31/2022

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	Mark Stebbings	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	01/16/2020	Active
Manager	Nicola Barr	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	01/16/2020	Active

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED SPORTS (OHIO), LLC

Entity Number:

E9223582020-2

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

09/20/2020

NV Business ID:

NV20201896163

Termination Date:

Perpetual

Annual Report Due Date:

9/30/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	Mark Stebbings	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	09/20/2020	Active
Manager	Nicola Barr	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	09/20/2020	Active

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED SPORTS (OREGON) LLC

Entity Number:

E4957222020-7

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

02/22/2020

NV Business ID:

NV20201722478

Termination Date:

Perpetual

Annual Report Due Date:

2/28/2022

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	Mark Stebbings	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	02/22/2020	Active
Manager	Nicola Barr	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	02/22/2020	Active

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED SPORTS (PENNSYLVANIA) LLC

Entity Number:

E2371662019-6

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

10/22/2019

NV Business ID:

NV20191614146

Termination Date:

Perpetual

Annual Report Due Date:

10/31/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	Nicola Barr	105 E. Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	10/22/2019	Active
Manager	Mark Stebbings	105 E. Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	10/22/2019	Active

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED SPORTS (SOUTH DAKOTA) LLC

Entity Number:

E9846912020-4

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

10/17/2020

NV Business ID:

NV20201920327

Termination Date:

Perpetual

Annual Report Due Date:

10/31/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	Mark Stebbings	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	10/17/2020	Active
Manager	Nicola Barr	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	10/17/2020	Active

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED SPORTS (VIRGINIA), LLC

Entity Number:

E8982312020-3

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

09/07/2020

NV Business ID:

NV20201886019

Termination Date:

Perpetual

Annual Report Due Date:

9/30/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	Mark Stebbings	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	09/07/2020	Active
Manager	Nicola Barr	105 E Reno Ave., Suite8, Las Vegas, NV, 89119, USA	09/07/2020	Active

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED SPORTS (WASHINGTON), LLC

Entity Number:

E8982152020-5

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

09/07/2020

NV Business ID:

NV20201886013

Termination Date:

Perpetual

Annual Report Due Date:

9/30/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	Mark Stebbings	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	09/07/2020	Active
Manager	Nicola Barr	105 E Reno Ave., Suite 8, Las Vegas, NV, 89119, USA	09/07/2020	Active

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED USA (IP) LLC

Entity Number:

E0273072019-1

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

06/13/2019

NV Business ID:

NV20191439291

Termination Date:

Perpetual

Annual Report Due Date:

6/30/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	MARK STEBBINGS	375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA	06/13/2019	Active
Manager	NICOLA BARR	375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA	06/13/2019	Active

Page 1 of 1, records 1 to 2 of 2

[Filing History](#)

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ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED USA SPORTS (TWO) LLC

Entity Number:

E0273052019-9

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

06/13/2019

NV Business ID:

NV20191439270

Termination Date:

Perpetual

Annual Report Due Date:

6/30/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	MARK STEBBINGS	375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA	06/13/2019	Active
Manager	NICOLA BARR	375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA	06/13/2019	Active

Page 1 of 1, records 1 to 2 of 2

[Filing History](#)

[Name History](#)

[Mergers/Conversions](#)

[Return to Search](#)

[Return to Results](#)

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name:

BETFRED USA SPORTS LLC

Entity Number:

E0273042019-8

Entity Type:

Domestic Limited-Liability Company (86)

Entity Status:

Active

Formation Date:

06/13/2019

NV Business ID:

NV20191439262

Termination Date:

Perpetual

Annual Report Due Date:

6/30/2021

Series LLC:

Restricted LLC:

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

H. STAN JOHNSON

Status:

Active

CRA Agent Entity Type:

Registered Agent Type:

Commercial Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address:

375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA

Mailing Address:

Individual with Authority to Act:

Fictitious Website or Domain Name:

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	MARK STEBBINGS	375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA	06/13/2019	Active
Manager	NICOLA BARR	375 E WARM SPRINGS RD STE 104, LAS VEGAS, NV, 89119, USA	06/13/2019	Active

Page 1 of 1, records 1 to 2 of 2

[Filing History](#)

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EXHIBIT “H”

Companies House

Companies House does not verify the accuracy of the information filed (<http://resources.companieshouse.gov.uk/serviceInformation.shtml#compInfo>)

BETFRED INTERNATIONAL HOLDINGS LIMITED

Company number **11383525**

- [Officers](#)
- [Persons with significant control](https://beta.companieshouse.gov.uk/company/11383525/persons-with-significant-control) (<https://beta.companieshouse.gov.uk/company/11383525/persons-with-significant-control>)

Filter officers



Current officers

Apply filter

3 current officers

BARR, Nicola Joan

Correspondence address **The Spectrum, Benson Road, Birchwood, Warrington, United Kingdom, WA3 7PQ**

Role Active **Director**

Date of birth **May 1977**

Appointed on **25 May 2018**

Nationality **English**

Country of residence **England**

Occupation **Accountant**

DONE, Fred

Correspondence address **The Spectrum, Benson Road, Birchwood, Warrington, United Kingdom, WA3 7PQ**

Role Active **Director**

Date of birth **March 1943**

Appointed on **25 May 2018**

Nationality **British**

Country of residence **England**

Occupation **Bookmaker**

STEBBINGS, Mark Warren

Correspondence address **The Spectrum, Benson Road, Birchwood, Warrington, United Kingdom, WA3 7PQ**

Role Active **Director**

Date of birth **April 1970**

Appointed on **25 May 2018**

Nationality **English**

Country of residence **England**

Occupation **Company Director**

Tell us what you think of this service([link opens a new window](https://www.research.net/r/S78XJMV))_(<https://www.research.net/r/S78XJMV>). Is there anything wrong with this page?([link opens a new window](https://beta.companieshouse.gov.uk/help/feedback?sourceurl=https://find-and-update.company-information.service.gov.uk/company/11383525/officers))_(<https://beta.companieshouse.gov.uk/help/feedback?sourceurl=https://find-and-update.company-information.service.gov.uk/company/11383525/officers>)

Companies House

Companies House does not verify the accuracy of the information filed (<http://resources.companieshouse.gov.uk/serviceInformation.shtml#compInfo>)

BETFRED GROUP LIMITED

Company number **07717019**

- [Officers](#)
- [Persons with significant control](https://beta.companieshouse.gov.uk/company/07717019/persons-with-significant-control) (<https://beta.companieshouse.gov.uk/company/07717019/persons-with-significant-control>)

Filter officers



Current officers

Apply filter

4 current officers

LONGDEN, Steven

Correspondence address **The Spectrum, 56-58 Benson Road, Birchwood, Warrington, Cheshire, WA3 7PQ**

Role Active **Secretary**

Appointed on **2 December 2020**

BARR, Nicola Joan

Correspondence address **The Spectrum, 56-58 Benson Road, Birchwood, Warrington, Cheshire, WA3 7PQ**

Role Active **Director**

Date of birth **May 1977**

Appointed on **6 October 2016**

Nationality **English**

Country of residence **England**

Occupation **Finance Director**

DONE, Fred

Correspondence address **The Spectrum, 56-58 Benson Road, Warrington, Cheshire, WA3 7PQ**

Role Active **Director**

Date of birth **March 1943**

Appointed on **8 March 2012**

Nationality **British**

Country of residence **England**

Occupation **Company Director**

STEBBINGS, Mark Warren

Correspondence address **The Spectrum, 56-58 Benson Road, Birchwood, Warrington, Cheshire, WA3 7PQ**

Role Active **Director**

Date of birth **April 1970**

Appointed on **6 October 2016**

Nationality **English**

Country of residence **England**

Occupation **Managing Director**

Tell us what you think of this service(link opens a new window)_(<https://www.research.net/r/S78XJMV>) Is there anything wrong with this page?(link opens a new window)_(<https://beta.companieshouse.gov.uk/help/feedback?sourceurl=https://find-and-update.company-information.service.gov.uk/company/07717019/officers>)

EXHIBIT “I”

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?

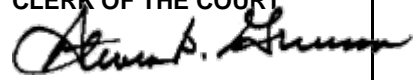
These are your guys right?
BetFred? I can't remember
for sure

Yes ves and



iMessage





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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

**DEFENDANT'S REPLY IN SUPPORT OF
MOTION TO DISMISS FOR LACK OF
PERSONAL JURISDICTION**

Hearing Date: May 12, 2021

Hearing Time: 10:30 a.m.

22 **I. INTRODUCTION**

23 Plaintiff McGuire Holdings, Ltd. ("McGuire") summarily misstates its constitutional
24 burden, cognizant that it cannot satisfy the Constitution's real requirements. Contrary to McGuire's
25 wants, Betfred International Holdings, Ltd.'s ("Betfred Int'l") single meeting with McGuire in
26 Las Vegas is hardly of the "quality and nature" sufficient for this Court to exercise personal
27 jurisdiction over a U.K. contract claim. Indeed, if a single fortuitous meeting occurring in
28 Las Vegas at an annual trade show – where these two foreign companies were simply informed of
the unsuccessful outcome of a Connecticut bid – is sufficient for jurisdiction, then Nevada would
be truly out of step with the Constitution's mandates.

Indeed, the facts are not in dispute. McGuire concurs that the sum total of Betfred Int'l's
contact with Nevada is its singular attendance at the Global Gaming Expo ("G2E") in 2018.

1 McGuire agrees that at that meeting, the very purpose of the parties' Letter of Intent ("LOI") was
2 destroyed when a representative of the Mohegan Tribe announced that Betfred Int'l would not be
3 the sportsbook provider for the Mohegan Sun's Connecticut casino. (*See, e.g.*, Stebbings Decl.
4 at ¶ 18; Hutchinson Decl. at ¶ 19.)¹

5 McGuire further agrees that following the brief Las Vegas meeting, Betfred Int'l did not
6 continue pursuing the Connecticut sportsbook. (*See* Pl.'s Opp'n to Mot. to Dismiss at 6:12-13.)
7 McGuire not only does not dispute – but tellingly fails to discuss – that thereafter McGuire
8 confirmed that the LOI was terminated when its owner noted that "[Betfred Int'l] will be a success
9 in USA [I] know, I'm just gutted [I] will not be along to see it." (Stebbins Decl. at ¶ 19;
10 *see generally* Pl.'s Opp'n to Mot. to Dismiss.) Furthermore, McGuire does not dispute that the
11 Mohegan Sun's Connecticut sportsbook operation in fact went to Kimba in March 2019. (Stebbins
12 Decl. at ¶ 20; *see generally* Pl.'s Opp'n to Mot. to Dismiss.) All of these undisputed facts meet the
13 LOI's termination clause, which specifies that the LOI is terminated "the date [Betfred Int'l] ceases
14 to proceed with the application referred to; and . . . the date it is confirmed another party has been
15 appointed as the provider of the Sports Book Service." (LOI at ¶ 7.1.)

16 McGuire confirms its lack of serious substance when its opposition resorts to fanciful
17 conspiracies and assertions of "tortious conduct," none of which is asserted in its complaint or for
18 its claims. For this story, McGuire conflates Betfred Int'l with its American subsidiary,
19 Betfred Sports USA, LLC ("Betfred USA"), and Betfred USA's Nevada subsidiary,
20 Betfred Sports (Nevada), LLC ("Betfred Nevada") – both formed after the LOI terminated.

21 _____
22 ¹ The Court may consider evidence outside of the FAC in a 12(b)(2) motion without turning
23 the motion into a motion for summary judgment. *See Viega GmbH v. Eighth Jud. Dist. Ct.*,
24 130 Nev. 368, 373-74, 328 P.3d 1152, 1156 (2014); *see also In re Cay Clubs*, 130 Nev. 920, 936,
25 340 P.3d 563, 574 (2014) (detailing the parol evidence rule and permitting parties to explain the
26 terms of a contract when terms are ambiguous or silent). This reply relies on and is supported by
27 the Declaration of Mark Stebbings, Director of Betfred Int'l and Manager for several
28 Betfred American subsidiaries including Betfred USA and Betfred Nevada that Betfred Int'l
supplied in its motion to dismiss. Attached to Stebbings' Declaration are various documents that
provide context and support to the timeline of events. (*See* Ex. A-Ex. D.) Moreover, in McGuire's
opposition, it provided Hutchinson's declaration and attached several documents to his declaration
(*See* Ex. A-I.). All of these documents are incorporated herein by reference. Betfred Int'l disputes
McGuire's interpretations of the LOI. However, and as stated in Betfred Int'l's Motion to Dismiss,
Betfred Int'l is not required to rebut the merits of McGuire's claims herein because this Court lacks
personal jurisdiction.

1 (Stebbing Decl. at ¶¶ 21-25.) McGuire pretends surprise by the routine practice of a foreign parent
2 corporation creating subsidiaries to conduct business in the United States. The law is contrary to
3 McGuire's protests. *See Viega GmbH*, 130 Nev. at 382, 328 P.3d at 1161 (recognizing that plaintiffs
4 will have "problems in overcoming the separateness" of a parent-subsiary relationship and this
5 issue is "inherent in attempting to sue a foreign corporation that is part of a carefully structured
6 corporate family" while instructing Nevada courts that they "*may not create exceptions* to get
7 around" the "typical parent-subsiary relationship" in order to find personal jurisdiction exists
8 against a parent company (emphasis added)).

9 McGuire's newly-minted conspiracy theory relies on its claims that Betfred Int'l's
10 subsidiaries are agents or the alter ego of Betfred Int'l simply because Betfred Int'l incorporated
11 these local subsidiaries. McGuire muddies the timeline of events as well as purposefully conflates
12 all of the entities under the singular term "Betfred." This conflation attempts to mislead the Court
13 into believing McGuire met the terms of the LOI and actually assisted Betfred Nevada in obtaining
14 the Virgin Hotel & Casino sportsbook. McGuire knows better.

15 Strikingly though, McGuire's FAC is devoid of any of these allegations pertaining to agency
16 or alter ego regarding Betfred Int'l's subsidiaries and none of these subsidiaries are actually named
17 in this suit. *See W. States Constr. Inc. v. Michoff*, 108 Nev. 931, 936 (1992) (reasoning that a
18 complaint must "set forth sufficient facts . . . so that the defending party has adequate notice of the
19 nature of the claim and relief sought"); *see also Swartz v. KPMG LLP*, 476 F.3d 756, 764-65
20 (9th Cir. 2007) (discussing the federal counterpart to NRCP 9(b) and reasoning that "Rule 9(b) does
21 not allow a complaint to merely lump multiple defendants together but requires plaintiffs to
22 differentiate their allegations when suing more than one defendant and inform each defendant
23 separately of the allegations surrounding his alleged participation in the fraud.").

24 McGuire's naked and self-serving assertion – that it would be reasonable for Betfred Int'l to
25 travel across the Atlantic, litigate a foreign contract, with a foreign company, in a jurisdiction that
26 has no interest in resolving this dispute – is devoid of substance. And, McGuire's request for
27 jurisdictional discovery is equally untenable, as it has shown no basis for this Court to exercise
28 jurisdiction even for jurisdictional discovery purposes.

II. STATEMENT OF FACTS

The following facts are not in dispute, and confirm that there is no basis for McGuire's assertions that a Nevada court would have jurisdiction over its claims:

Date	Event
Early 2018	Hutchinson contacted a restaurant owner in the UK that knew Fred Done ("Fred") in order to obtain Betfred Int'l's business. Both Hutchinson and Betfred Int'l sought to obtain the Mohegan Sun's Connecticut sportsbook.
May-July 2018	(1) McGuire negotiated the LOI with Betfred Int'l in the U.K. (2) McGuire traveled to the U.K. to negotiate with Betfred Int'l. (3) Betfred Int'l required that the LOI be governed by U.K. law. (4) Betfred Int'l consummated the LOI in the U.K.
August 2018	(1) Betfred Int'l traveled to Connecticut to meet with and make a pitch for the Mohegan Sun's Connecticut sportsbook. (2) McGuire incorrectly predicted that Betfred Int'l would be awarded the Connecticut sportsbook. Through several communications with Betfred Int'l, McGuire never mentioned Nevada gaming opportunities. However, in several emails, McGuire claimed Florida gaming opportunities exist.
October 2018	(1) Mohegan Sun met with both McGuire and Betfred Int'l and informed both parties that Betfred Int'l would not obtain the Connecticut sportsbook. (2) Both McGuire and Betfred Int'l understood that the terms of the LOI would not be met. Hutchinson confirmed this understanding in an email saying "[Betfred Int'l] will be a success in USA [I] know, I'm just gutted [I] will not be along to see it." (3) McGuire and Betfred Int'l ceased working together following the Las Vegas Meeting.
March 2019	Kimba obtained the Connecticut sportsbook from the Mohegan Sun.
June 2019	Betfred Int'l incorporated its U.S. based subsidiary, Betfred USA in Nevada and shortly thereafter incorporated other U.S. subsidiaries and obtained sportsbook contracts in Colorado, Iowa, and Pennsylvania.
September 2019	Mohegan Gaming incorporated MGNV, LLC and obtained the rights to manage the Virgin Hotel & Casino in Las Vegas gaming operations.
October 2019	MGNV, LLC issued invites to Betfred USA and several other sportsbook providers to submit proposals to obtain sportsbook operations for the Virgin Hotel & Casino in Las Vegas.
January 2020	Betfred USA formed Betfred Nevada as it signed an NDA with MGNV, LLC and finalized an agreement to be the sportsbook for the Virgin Hotel.
February 2020	Betfred Nevada entered into an agreement with MGNV, LLC to operate the Virgin Hotel & Casino sportsbook.

1 This timeline of events shows that first: (1) Betfred Int'l engagement with McGuire sought
2 the Mohegan Sun's Connecticut sportsbook operation; (2) following the bid process, the
3 Mohegan Sun stated that Betfred Int'l did not obtain the Connecticut sportsbook; (3) both parties
4 agreed that the LOI was terminated and even if both parties were not certain, the later conduct of
5 the Mohegan Sun awarding the Connecticut sportsbook to Kimba confirmed the LOI's termination.
6 (Stebbins Decl. at ¶¶ 4-20.) Then, well after the LOI's termination, (a) Betfred Int'l incorporated a
7 U.S. based subsidiary, Betfred USA, to build a book of business stateside; (b) Betfred USA built a
8 track record of sportsbook operations in Colorado, Iowa, and Pennsylvania; (c) the Mohegan Sun,
9 through MGNV, LLC, then obtained the rights to be the gaming operator at the Virgin Hotel &
10 Casino in Las Vegas; (d) shortly thereafter the Mohegan Sun invited Betfred USA to bid to become
11 its sportsbook operator in Las Vegas based on Betfred USA's success with other sportsbook
12 operations; (e) Betfred USA then formed Betfred Nevada; and (f) the Mohegan Sun then awarded
13 Betfred Nevada its sportsbook operation at the Virgin Hotel & Casino. (*Id.* at ¶¶ 21-25.)

14 Just as McGuire conceded to Betfred Int'l when acknowledging the LOI's termination:
15 "[y]ou will be a success . . . "I'm just gutted I will not be along to see it." (*Id.* at ¶ 19.) McGuire's
16 disappointment of not being along to see the later success of U.S. subsidiaries does not give rise to
17 jurisdiction over a U.K. company.

18 **III. ARGUMENT**

19 **A. This Court Lacks Personal Jurisdiction over Betfred Int'l.**

20 "The Fourteenth Amendment's Due Process Clause limits a state court's power to exercise
21 jurisdiction over a defendant." *Ford Motor Comp. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. ____,
22 ____, 141 S.Ct. 1017, 1024 (2021). The Due Process Clause requires courts to consider "the
23 traditional notions of fair play and substantial justice." *Int'l Shoe Co. v. Washington*, 326 U.S. 310,
24 316 (1945). "In giving content to that formulation, the [Supreme] Court has long focused on the
25 nature and extent of the 'defendant's relationship to the forum state.'" *Ford*, 141 S.Ct. at 1024
26 (quoting *Bristol-Meyers Squibb Co. v. Superior Ct. of Cal.*, 582 U.S. ____, 137 S.Ct. 1773, 1779
27 (2017); *Walden v. Fiore*, 571 U.S. 277, 284 (2014) (explaining that "minimum contacts" must be

28

1 "the defendant's suit-related" contacts that "the 'defendant *himself*' creates with the forum state"
2 (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475 (1985) (emphasis in original)).

3 NRCP 12(b)(2) requires this Court to dismiss McGuire's claim because it lacks personal
4 jurisdiction over Betfred Int'l. "The plaintiff bears the burden of demonstrating that Nevada's
5 long-arm statute grants jurisdiction over the defendants and that the exercise of that jurisdiction
6 comports with the principles of due process." *Tricarichi v. Coop. Rabobank, U.A.*, 135 Nev. 87,
7 90, 440 P.3d 645, 649 (2019). Due process requires a nonresident defendant to have sufficient
8 "minimum contacts" with the forum state "such that the maintenance of the suit does not offend
9 traditional notions of fair play and substantial justice." *Int'l Shoe*, 326 U.S. at 316 (internal
10 quotation marks and citation omitted). Absent the defendant's acquiescence to a forum state's
11 jurisdiction, personal jurisdiction occurs in two forms: general and specific. *See Trump v.*
12 *Eighth Jud. Dist. Ct.*, 109 Nev. 687, 699, 857 P.2d 740, 748 (1993).

13 McGuire's sparse FAC provides zero indication to suggest that Betfred Int'l – a U.K.
14 company, with its principal place of business in the U.K. – has "affiliations with the State [that] are
15 so 'continuous and systematic' as to render them essentially at home in the forum State" to provide
16 this Court with general jurisdiction. *Goodyear Dunlop Tires Ops., S.A. v. Brown*, 564 U.S. 915,
17 919 (2011) (quoting *Int'l Shoe*, 326 U.S. at 317).

18 This Reply proceeds by first rebutting McGuire's suggestion that the 2018 Las Vegas
19 meeting is sufficient for specific jurisdiction under a "minimum contacts" and "purposeful
20 availment" theory. Then, Betfred Int'l disaggregates McGuire's confusing and incorrect claims
21 regarding agency and alter ego to show why this Court lacks personal jurisdiction over Betfred Int'l
22 through either of these unsupported assertions.

23 ***1. This Court lacks specific jurisdiction over Betfred Int'l stemming from the***
24 ***2018 Las Vegas meeting.***

25 Specific jurisdiction is proper only where "the cause of action arises from the defendant's
26 contacts with the forum." *Trump*, 109 Nev. at 699, 857 P.2d at 748. When addressing specific
27 jurisdiction, courts must consider two factors: (1) whether the defendant purposefully availed itself
28 of the privilege of acting in the forum state or by purposefully directing its conduct towards the

1 forum state, and (2) whether the cause of action arose from the defendant's purposeful contact or
2 activities in connection with the forum state, such that it is reasonable to exercise personal
3 jurisdiction. *Tricarichi*, 135 Nev. at 91,440 P.3d at 650.

4 When evaluating a contract dispute, "the foreseeability that is critical to due process
5 analysis . . . is that the defendant's conduct and connection with the forum State are such that he
6 should *reasonably anticipate* being haled into court there." *Burger King*, 471 U.S. at 474 (emphasis
7 added) (quoting *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 297 (1980)). "In other
8 words, there must be 'an affiliation between the forum and the underlying controversy, principally,
9 [an] activity or an occurrence that takes place in the forum State and is therefore subject to the
10 State's regulation.'" *Bristol-Meyers Squibb*, 137 S.Ct. at 1780 (quoting *Goodyear*, 564 U.S. 915,
11 918 (2011)).

12 In its opposition, McGuire contends that when Betfred Int'l fortuitously met with McGuire
13 and the Mohegan Sun at G2E in Las Vegas, that "single contact" is sufficient for Nevada to possess
14 personal jurisdiction over Betfred Int'l.² (See Pl.'s Opp'n to Mot. to Dismiss at 10-11 (emphasis
15 deleted).) McGuire claims that this Court should evaluate the "quality of these contacts, and not
16 the quantity." (*Id.* at 10 (emphasis deleted) (quoting *Mirage Casino-Hotel v. Caram*, 762 F.Supp.
17 286, 288 (D. Nev. 1991)).) Yet, Betfred Int'l agrees that this Court must look at Betfred Int'l's single
18 contact with Nevada at G2E, the quality of that contact, and the law addressing the single contact
19 theory. Once this Court considers the actual law, it is clear that personal jurisdiction is absent.

20 For example, the *Caram* case embraced by McGuire notes that "Defendant admits to coming
21 to Nevada an *average of six times per year*." 762 F.Supp. at 288 (emphasis added). *Caram* relies
22 on two other cases for the proposition that a "single contact" in the forum can be sufficient.

23
24 ² As detailed above and further explained below, McGuire's reliance on the incorporation of
25 Nevada-based subsidiaries and Betfred Nevada's contract with the Virgin Hotel & Casino cannot
26 be imputed to Betfred Int'l under the law. (See Pl.'s Opp'n to Mot. to Dismiss at 10-11.) See *Viega*
27 *GmbH*, 130 Nev. at 382, 328 P.3d at 1161 ("The rules governing establishment of jurisdiction over
28 such a foreign corporation are *clear and settled*, and it would be inappropriate for us to deviate
from them or to create an exception to them because of the problems plaintiffs may have in meeting
their somewhat strict standards." (emphasis added) (quoting *Jazini v. Nissan Motor Co. Ltd.*,
148 F.3d 181, 186 (2d Cir. 1998)). Therefore, this Court cannot consider those as contacts with
Nevada under its minimum contacts analysis which leaves only Betfred Int'l's G2E contact.

1 762 F.Supp. at 288; *see also Wells Fargo & Co. v. Wells Fargo Exp. Co.*, 556 F.2d 406, 415
2 (9th Cir. 1977) (concluding that "the loan contract was negotiated and consummated" and agents
3 "traveled to Nevada for that purpose" and "[s]uch a purposeful single contact is clearly sufficient
4 to satisfy the constitutional test"); *Sage Computer Technology v. P-Code Dist. Corp.*, 576 F.Supp.
5 1194, 1197 (D. Nev. 1983) ("Here, the Agreement was negotiated in Nevada, the State's law was
6 specified as controlling in construing it, substantial purchases were made from Nevada . . . via
7 phone calls into the State, and the claims for relief arose from those very purchases.").

8 None of these cases apply to the facts here: All the negotiations between the parties
9 occurred in the U.K. In fact, McGuire traveled to the U.K. to negotiate the LOI, all of the phone
10 calls and emails during the negotiations by McGuire were directed to the U.K., the LOI is governed
11 by U.K. law, and even when Hutchinson confirmed the LOI was terminated he directed that email
12 to Stebbings in the U.K. (Stebbing Decl. at ¶¶ 4-10, 18-20.). The only contact with Nevada was
13 the single fortuitous meeting here, based on the fact that many participants in the gaming industry
14 attend the annual G2E conference where the parties briefly met to receive word that Betfred Int'l
15 would *not* be successful. (*See id.* at ¶ 18-20; Hutchinson Decl. at ¶ 19-20.)

16 Moreover, the canonical case establishing that a "single contact" in a forum is plainly
17 inapposite. *See, e.g., McGee v. Int'l Life Ins. Co.*, 355 U.S. 220 (1957). *McGee* involved a contract
18 dispute over payments of life insurance to a beneficiary in which the contacts with California were
19 sufficient because the policy "was delivered in California, the premiums were mailed from there
20 and the insured was a resident of that State when he died. It cannot be denied that California has a
21 manifest interest in providing the effective means of redress for its residents when their insurers
22 refuse to pay claims." 355 U.S. at 223; *see Russell Weintraub, A Map out of the Personal*
23 *Jurisdiction Labyrinth*, 28 U.C. DAVIS L. REV. 531, 535 (1995) (explaining that *McGee* represents
24 the "high water mark for personal jurisdiction" and that just "a year later, in *Hanson v. Deckla*, the
25 tide began to ebb" (citation omitted)); *see also Hanson v. Deckla*, 357 U.S. 235, 253 (1958) ("The
26 [sufficiency of] unilateral activity . . . [of a defendant] will vary with the *quality and nature* of the
27 defendant's activity, but it is essential in each case that there be some act by which the defendant
28

1 purposely avails itself of the privilege of conducting activities within the forum state, thus invoking
2 the *benefits and protections* of its laws." (emphasis added)).

3 At no point in time prior to or during the 2018 Las Vegas G2E conference did Betfred Int'l
4 derive a "benefit" from Nevada nor did it seek this State's "protections" related to the LOI that is
5 the basis of McGuire's claims. *Hanson*, 357 U.S. at 253; *see also Keeton v. Hustler Magazine, Inc.*,
6 465 U.S. 770, 774 (1984) (explaining that it is insufficient for a plaintiff to point to "random,"
7 "fortuitous," or "attenuated" contacts of the defendant). The meeting between the parties at G2E
8 served as the termination of – not the beginning of – Betfred Int'l's pursuit of a Connecticut
9 sportsbook and simultaneously served as the termination of its relationship with McGuire.
10 (Stebbing's Decl. at ¶¶ 19-20.) *Contra Wells Fargo & Co.*, 556 F.2d at 415; *Sage*, 576 F.Supp.
11 at 1197. Moreover, the "quality and nature" of Betfred Int'l's contact with Nevada does not involve
12 any special interest in resolving this dispute simply because Nevada permits gaming operations.
13 *See Hanson*, 357 U.S. at 253.

14 Most importantly, McGuire's claim is directly contrary to the law because McGuire asks
15 this Court to conclude that Betfred Int'l should have foreseen injury to McGuire through the 2018
16 G2E meeting and this meeting alone would force Betfred Int'l to defend itself in Nevada. *Cf. Burger*
17 *King*, 471 U.S. at 474 ("[F]oreseeability [of causing an injury in another State] is not a sufficient
18 benchmark." (internal quotation marks omitted)). What nonsense: As McGuire's FAC makes
19 clear, that one Nevada meeting has nothing to do with the claims it asserts. Simply put, the "quality
20 and nature" of Betfred Int'l's brief Nevada contact and the claims McGuire alleges in its FAC are
21 insufficient under the constitution. *Hanson*, 357 U.S. at 253.

22 **2. McGuire's agency and alter ego theories lack support and do not create**
23 **personal jurisdiction over Betfred Int'l.**

24 As the Nevada Supreme Court explained, "corporate entities are *presumed separate*, and
25 thus, the mere existence of a relationship between a company and its subsidiaries is not sufficient
26 to establish personal jurisdiction over the parent on the basis of the subsidiaries' minimum contacts
27 with the forum." *Viega GmbH*, 130 Nev. at 375, 328 P.3d at 1157 (emphasis added). Furthermore,
28 a "[s]ubsidiaries' contacts have been imputed to parent companies only under narrow exceptions to

1 this general rule, including 'alter ego' theory and, at least in cases of specific jurisdiction, the
2 'agency' theory." *Viega*, 130 Nev. at 376.

3 a. *McGuire's FAC fails to include any facts alleging alter ego and its*
4 *FAC likewise fails the particularity pleading requirement for fraud*
under NRCP 9.

5 "The alter ego theory allows plaintiffs to pierce the corporate veil to impute a subsidiaries'
6 contacts to the parent company by showing that the subsidiary and the parent are one and the same."
7 *Viega GmbH*, 130 Nev. at 375, 328 P.3d at 1157 (relying on *Goodyear*, 564 U.S. 930-31). As the
8 Court reasoned, "[t]he rationale behind this theory is that the alter ego subsidiary is the same entity
9 as its parent, and thus, the jurisdictional contacts of the subsidiary are also jurisdictional contacts
10 of the parent." *Id.*; see also *Ranza v. Nike Inc.*, 193 F.3d 1059, 1073 (9th Cir. 2015) (requiring
11 plaintiffs alleging alter ego for personal jurisdiction purposes to show (1) "such unity of interest
12 and ownership" between parent and subsidiary "that the separate personalities of the two entities
13 no longer exist" and (2) the "failure to disregard" the separate entities "would result in fraud or
14 injustice").

15 "[G]eneral jurisdiction over a defendant allows a plaintiff to assert claims against that
16 defendant unrelated to the forum." *Viega GmbH*, 130 Nev. at 375, 328 P.3d at 1157. However, the
17 Nevada Supreme Court has cautioned that "[s]uch broad jurisdiction is available only in limited
18 circumstances" and "[a] court may assert general jurisdiction over foreign (sister-state or foreign
19 country) corporations to hear any and all claims against them when their affiliations with the State
20 are so continuous and systematic as to render them essentially at home in the forum." *Id.* (quoting
21 *Goodyear*, 564 U.S. at 919).

22 First, the only way McGuire can even pretend that the relationship between Betfred Int'l and
23 Betfred USA or Betfred Nevada is relevant here is by completely disregarding the undisputed facts
24 that (1) the Mohegan Sun denied Betfred Int'l the Connecticut sportsbook; (2) Hutchinson's email
25 confirming the LOI's termination; and (3) Kimba was awarded the Connecticut sportsbook – all of
26 which terminated the LOI pursuant to the LOI's very terms. (See Stebbings Decl. ¶¶ 4-10, 19-20;
27 LOI ¶ 7.1.)
28

1 Predicated upon ignoring these fatal flaws, McGuire cites a single Nevada federal district
2 court case for its tenuous alter ego theory. (Pl.'s Opp'n to Mot. to Dismiss at 13-15 (citing to
3 *NML Capital, Ltd. v. Republic of Argentina*, 2015 WL 1186548 at *11 (D. Nev. Mar. 16, 2015)).)
4 *NML Capital* is the litigation that resulted from the Panama Papers fraud
5 and money laundering scheme. See also Luke Harding, *Panama Papers*
6 *Investigation wins Pulitzer Prize*, TheGuardian.com (April 11, 2017, 6:39 EDT),
7 [https://www.theguardian.com/world/2017/apr/11/panama-papers-investigation-wins-pulitzer-](https://www.theguardian.com/world/2017/apr/11/panama-papers-investigation-wins-pulitzer-prize)
8 [prize](https://www.theguardian.com/world/2017/apr/11/panama-papers-investigation-wins-pulitzer-prize). The district court explained that the Nevada subsidiary created "on the shelf corporations
9 that are ready to go in less than 24 hours" and that when the foreign parent corporation was
10 instructed by a client to purchase a corporation, the Nevada subsidiary handled all of the processing
11 with the Nevada Secretary of State. *NML Capital*, 2015 WL 1186548 at *13. Moreover, the parent
12 corporation website advertised the services of the Nevada subsidiary on the parent's website. *Id.*
13 The district court went on to hold that "[m]aintaining the fiction of M.F. Corporate Services'
14 corporate separateness would result in fraud or injustice because it would shield reasonable
15 suspicion of fraud and money laundering related to the judgment debtor's assets from further
16 investigation." *Id.* at *14 (citing to *Viega GmbH*, 130 Nev. at 375, 328 P.3d at 1157).

17 To put it mildly, McGuire's FAC is a far cry from the money-laundering and fraud that was
18 alleged in *NML Capital*. McGuire's FAC involves a simple dispute over a contract. Moreover,
19 nothing in McGuire's pleadings or in its opposition is sufficient for it to claim that Betfred Int'l is
20 so involved in Betfred USA's or Betfred Nevada's day-to-day operation such that this Court could
21 conclude that there is "pervasive control over the subsidiary." *Ranza*, 793 F.3d at 1073. Nor has
22 McGuire alleged sufficient facts for this Court to conclude that injustice would result from
23 recognition of the corporate form. See *Viega*, 130 Nev. at 375, 328 P.3d at 1157; see also *Tomaselli*
24 *v. Transamerica Ins. Co.*, 31 Cal. Rptr.2d 433, 443 (Cal. Ct. App. 1994) (reasoning that "inadequate
25 capitalization, commingling of assets, [and] disregard of corporate formalities" can satisfy the
26 second prong of the alter ego standard).

27 Here, McGuire has not named Betfred USA or Betfred Nevada in this case. Nor could it.
28 Its entire case is predicated upon the LOI executed with Betfred Int'l, long before these American

1 companies ever came into existence. McGuire alleges no facts whatsoever that these U.S.-based
2 gaming companies – who are subject to extensive gaming regulation – are in any way the alter ego
3 of Betfred Int'l so as to subject it to personal jurisdiction over a U.K. contract dispute.

4 *b. McGuire's agency theory asks this Court to move from the plausible*
5 *to the conspiratorial while providing zero evidence of agency.*

6 McGuire's next conspiracy theory argument – alter ego – is equally without merit. "Unlike
7 with the alter ego theory, the corporate identity of the parent company is preserved under the agency
8 theory; the parent nevertheless 'is held for the acts of the [subsidiary] agent' because the subsidiary
9 was acting on the parent's behalf."³ *Viega GmbH*, 130 Nev. at 376, 328 P.3d at 1157 (quoting
10 *F. Hoffman-LaRoche, Ltd. v. Superior Ct.*, 30 Cal.Rptr.3d 407, 418 (Cal. Ct. App. 2005)).

11 Here, McGuire points to Betfred USA's website, as well as the similarity of board members
12 between Betfred Int'l, Betfred USA, and Betfred Nevada, coupled with the similarity of sportsbook
13 services that are provided by the parent and subsidiary corporations.⁴ (Pl.'s Opp'n. to Mot. to
14 Dismiss at 12-13; *see also* Ex. F-H (detailing Betfred USA's website, the corporate structure, and
15 the board members of several Betfred entities).)

16 Yet, these are the exact same flawed arguments levied in *Viega GmbH*, where the Nevada
17 Supreme Court explained that when a plaintiff asserts "such a broad agency relationship between a
18 parent company and its subsidiary, the control at issue must not only be of a degree 'more pervasive
19 than . . . common features' of ownership" but the plaintiff must show that "the parent has 'moved
20 beyond the establishment of general policy and direction for the subsidiary and in effect taken over
21 performance of the subsidiary's day-to-day operations in carrying out that policy.'" *Id.* (quoting

22 _____
23 ³ Nowhere in McGuire's opposition does it allege an agency theory for general jurisdiction
24 purposes. Therefore, even if McGuire sought to raise this novel argument, it waived it, and this
25 Court should only consider McGuire's agency theory for specific jurisdiction purposes. *See Viega*
26 *GmbH*, 130 Nev. at 378 n.3, 328 P.3d at 1159 n.3 ("[T]he Supreme Court has recognized that
27 agency typically is more useful to a specific jurisdiction analysis, *Daimler AG v. Bauman*, 571 U.S.
28 117, 135 n.13 (2014)"); *see also United States v. Olano*, 507 U.S. 725, 733 (1993) ("Waiver is
different from forfeiture. Whereas forfeiture is the failure to make the timely assertion of a right,
waiver is the intentional relinquishment or abandonment of a known right.").

⁴ McGuire again relies on the *NML Capital* case for support in its agency claim. (Pl.'s Opp'n.
to Mot. to Dismiss at 13.) However, the facts of that litigation and the case at bar are clearly
distinguishable and have already been thoroughly rebutted above.

1 *F. Hoffman-LaRoche*, 30 Cal.Rptr.3d at 418-19). McGuire's FAC and its opposition fail to meet
2 this exacting standard.

3 Moreover, McGuire confuses its lack of substance when it asserts that "[t]he fact the
4 subsidiaries did not exist at the time of the Agreement only supports McGuire's position, as it shows
5 they were intentionally created to obtain the Mohegan Sportsbook Services in an effort to avoid"
6 the LOI's "obligations." (Pl.'s Opp'n. to Mot. to Dismiss at 12.). McGuire embarrasses itself.
7 McGuire asks this Court to make several logic-defying leaps to conclude that (1) Betfred Int'l
8 severed its ties with McGuire in 2018, (2) created several U.S. subsidiaries, and (3) obtained
9 licenses in three other states with other entities, all while being omniscient that the Mohegan Sun
10 would eventually obtain the Virgin Hotel & Casino gambling operation, and that Betfred Int'l used
11 its omniscience to then cut McGuire out of the LOI. (*Id.*) Tellingly, McGuire provides no factual
12 allegations in its complaint for such fantastical happenings.

13 Instead of entertaining unsupported rhetoric, the Court must rely on Occam's razor and
14 recognize Betfred Int'l knew the LOI was terminated in October 2018 (or at least in March 2019
15 when Kimba obtained the Connecticut sportsbook), it formed its U.S. based subsidiaries in
16 June 2019, those subsidiaries obtained other contracts across the country to build a book of
17 business, in which after the Mohegan Sun obtained the Virgin Hotel & Casino gaming operation, it
18 invited Betfred USA to bid on its sportsbook, and only when that bid promised a contract for
19 Betfred USA did it form Betfred Nevada, and Betfred Nevada in fact earned a contract for the
20 Virgin Hotel & Casino sportsbook. (Stebbins Decl. at ¶¶ 21-25.)

21 Accordingly, this Court must recognize that McGuire's arguments "merely show the amount
22 of control *typical in a parent-subsidiary relationship* and thus are insufficient to demonstrate
23 agency." 130 Nev. at 380, 328 P.3d at 1160 (emphasis added); *see also id.* (citing
24 *F. Hoffman-LaRoche*, 30 Cal.Rptr.3d at 418 (noting that control by means of interlocking directors
25 and officers, consolidated reporting, and shared professional services is normal); *Sonora*
26 *Diamond Corp. v. Superior Ct.*, 99 Cal.Rptr.2d 824, 845 (Cal. Ct. App. 2000) (explaining that
27 monitoring a subsidiary's performance, supervising the subsidiary's budgetary decisions, and setting
28 general policies and procedures are typical of the parent-subsidiary relationship); *Round Rock*

1 *Research L.L.C. v. ASUSTeK Computer Inc.*, Case No: 11-978-RGA, 2013 WL 4478231, at *1
2 (D. Del. Aug. 20, 2013) (concluding that personal jurisdiction based on agency was not
3 demonstrated through evidence of overlapping directors and other facts reflecting the parent-
4 subsidiary relationship, even though the two companies shared the same goals, when there was no
5 showing of oversight of day-to-day activities)).

6 **3. *It is not reasonable to hale Betfred Int'l into Nevada simply because of***
7 ***technological advances.***

8 But McGuire's failures to present case law supporting personal jurisdiction do not end there.
9 McGuire avers that "once the plaintiff demonstrates the defendant purposefully availed itself of the
10 forum's benefits, the exercise of jurisdiction is presumptively reasonable." (Pl.'s Opp'n. to Mot. to
11 Dismiss at 15. (citing *Trump*, 109 Nev. at 700-01, 857 P.2d at 749).) Moreover, McGuire points to
12 "this era of internet, email, and video-conferencing" to supposedly dispel Betfred Int'l's legitimate
13 and tremendous burden of litigating this U.K. contract dispute in Nevada. (*Id.* at 16.)

14 As thoroughly rebutted above, McGuire failed to meet, or even show, the necessary
15 minimum contacts or purposeful availment to Nevada by Betfred Int'l for this Court to assert
16 personal jurisdiction; thus, the burden does not shift to Betfred Int'l. *See Trump*,
17 109 Nev. at 700-01, 857 P.2d at 749. Moreover, the United States Supreme Court has been explicit
18 that when analyzing all of the separate interests under the reasonableness prong, "the primary
19 concern is the burden on the defendant." *Bristol-Meyers Squibb*, 137 S.Ct. at 1780 (quoting *Kulko*
20 *v. California Superior Court*, 436 U.S. 84, 93 (1978)); *Asahi Metal Industry Co., Ltd. v. Superior*
21 *Ct. of Cali.*, 480 U.S. 102, 114 (1987) ("The unique burdens placed upon one who must defend
22 oneself in a foreign legal system should have *significant weight* in assessing the reasonableness of
23 stretching the long arm of personal jurisdiction over national borders." (emphasis added)).

24 Even if this Court moved past McGuire's stunning failure to show minimum contacts, all of
25 the cases McGuire relies upon to claim it is reasonable to hale Betfred Int'l across the Atlantic are
26 wholly distinguishable. (*See* Pl.'s Opp'n. to Mot. to Dismiss at 15-17 (relying on
27 *Dole Food Co., Inc. v. Watts*, 303 F.3d 1104, 1105 (9th Cir. 2002) (involving a California court
28 regarding tortious conduct to a California based company that was injured in California, in which

1 the defendants "past travel [to California] is directly related to the events that gave rise to this suit");
2 *Panavision Int'l L.P. v. Toeppen*, 141 F.3d 1316, 1323 (9th Cir. 1998) (detailing the burden on a
3 defendant "living in Illinois to litigate a case in California is significant, but the inconvenience is
4 not so great as to deprive him of due process"); *Sinatra v. Nat'l Enquirer, Inc.*, 854 F.2d 1191, 1199
5 (9th Cir. 1988) ("The continuing contacts between the [foreign defendant's] United States-based
6 agent and California translate into less of a litigation burden than if the [foreign defendant]
7 maintained no physical presence or agent within the United States.").

8 Contrary to McGuire's opposition, this is litigation involving questions of its performance
9 under an LOI to assist Betfred Int'l to obtain the Mohegan Sun's Connecticut sportsbook – not
10 Betfred Nevada obtaining a sportsbook operation in Nevada years later. (*Compare* FAC, *with*, Pl.'s
11 Opp'n to Mot. to Dismiss at 17). Furthermore, Nevada does not possess a "strong interest in
12 adjudicating McGuire's claims" simply because of Nevada's "expertise resolving disputes involving
13 gambling entities" as this is a basic contract dispute and it is controlled by U.K. – not Nevada –
14 law. (Pl.'s Opp'n to Mot. to Dismiss at 17.) *See Bristol-Meyers Squibb*, 137 S.Ct. at 1782 ("What
15 is needed – and what is missing here – is a connection between the forum and the specific claims
16 at issue.").

17 Furthermore, neither Betfred Int'l nor McGuire are from Nevada. McGuire expressly
18 traveled to the U.K. to negotiate the LOI, none of the communications between the parties directs
19 conduct towards Nevada, and the entire agreement is governed by U.K. law. (Stebbins Decl.
20 at ¶¶ 4-11.) Nevada Courts have no interest in resolving this dispute for a Bahaman company with
21 a principal place of business in Florida. *See Asahi*, 480 U.S. at 114 ("Because the plaintiff is not a
22 California resident, California's legitimate interests in the dispute have considerably diminished.").
23 Litigating this case in Nevada would be overly burdensome because – and the parties agree –
24 Betfred Int'l only has a "single contact" with Nevada. (Pl.'s Opp'n. to Mot. to Dismiss at 10-11.)
25 *See Asahi*, 480 U.S. at 116 ("Considering the international context, the heavy burden on the alien
26 defendant, and the slight interests of the plaintiff and the forum state, the exercise of personal
27 jurisdiction . . . would be unreasonable and unfair.").

28

1 Most important for this Court to recognize is the constitutional check on its authority
2 through the Due Process clause. *See Bristol-Meyers Squibb*, 137 S.Ct. at 1780 ("Assessing this
3 burden obviously requires a court to consider the practical problems resulting from litigating in the
4 forum, but it also encompasses the more abstract matter of submitting to the coercive power of a
5 State that may have little legitimate interest in the claims in question. As we have put it, restrictions
6 on personal jurisdiction are more than a guarantee of immunity from inconvenient or distant
7 litigation. They are a consequence of territorial limitations on the power of the respective States."
8 (citations and internal quotation marks omitted)).

9 **4. *McGuire makes no showing for jurisdictional discovery.***

10 McGuire's suggestion that this Court should ignore its lack of factual allegations to support
11 jurisdiction – and instead authorize unspecified jurisdictional discovery – is also contrary to law.
12 Indeed, the very essence of Betfred Int'l's motion to dismiss is that this Court lacks personal
13 jurisdiction consistent with the Constitution's requirements. Courts recognize that ordering
14 jurisdictional discovery is itself an assertion of "jurisdiction" which courts should be wary of
15 authorizing absent an evidentiary showing that discovery is likely to lead to evidence establishing
16 the court's broader jurisdiction. *See Hansen v. Numueller GmbH*, 163 F.R.D. 471, 474-76
17 (D. Del. 1995) (jurisdictional discovery denied because plaintiff had failed to present any actual
18 evidence, as opposed to simple speculation, to show that jurisdictional facts existed); *Tricarichi v.*
19 *Cooperative Rabobank, U.A.*, 135 Nev. 87, 98, n. 15, 440 P. 645, 654, n. 15 (2019); *Viega GmbH*,
20 130 Nev. at 382, 328 P.3d at 1160 (jurisdictional discovery is not warranted where plaintiffs have
21 failed to allege facts that would indicate that Nevada courts might have jurisdiction over the
22 defendants). Here, all McGuire has asserted are the generic and general facts that would "merely
23 show the amount of control ***typical in a parent-subsidiary relationship.***" *Viega GmbH*, 130 Nev.
24 at 380, 328 P.3d at 1160 (emphasis added).

25 As McGuire has failed to allege any actual facts that would indicate this Court's jurisdiction,
26 there is no basis for this Court to exercise even limited jurisdiction over a foreign company to order
27 jurisdictional discovery. Such discovery is authorized only where a plaintiff has made a showing
28 that the court has some basis to assert jurisdiction. *See also Ellis v. Fortunate Seas, Ltd.*, 175 F.R.D.

1 308, 312 (S.D. Ind. 1997) (citing cases and holding "[i]t is reasonable for a court . . . to expect the
2 plaintiff to show a colorable basis for jurisdiction before subjecting the defendant to intrusive and
3 burdensome discovery."). McGuire presents nothing here.

4 **IV. CONCLUSION**

5 For all of the reasons enunciated above, this Court must conclude it does not possess
6 personal jurisdiction over Betfred Int'l. McGuire fails to meet the minimum requirements of due
7 process. The very idea of justice and righteousness, not to mention reasonableness, to assert
8 personal jurisdiction over Betfred Int'l is fatally missing. This case must be dismissed.

9 DATED this 5th day of May, 2021.

10 PISANELLI BICE PLLC

11
12 By: /s/ Todd L. Bice
13 James J. Pisanelli, Esq., #4027
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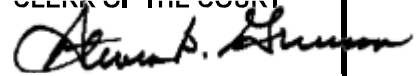
18 *Attorneys for Defendant*
19 *Betfred International Holdings Ltd.*
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice PLLC, and that on this 5th day of May, 2021, I caused to be served via the Court's e-filing/e-service system true and correct copies of the above **DEFENDANT'S REPLY IN SUPPORT OF MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION** to all parties listed on the Court's Master Service List.

/s/ Kimberly Peets
An employee of Pisanelli Bice PLLC



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

McGUIRE HOLDINGS, LTD.,)
)
Plaintiff,)
)
vs.)
)
BETFRED INTERNATIONAL)
HOLDINGS, LTD.,)
)
Defendant.)

CASE NO. A-21-827937-B
DEPT NO. XXVII

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE NANCY ALLE, DISTRICT COURT JUDGE

WEDNESDAY, MAY 12, 2021

**DEFENDANT'S MOTION TO DISMISS FOR LACK OF
PERSONAL JURISDICTION**

MANDATORY RULE 16 CONFERENCE

APPEARANCES:

FOR THE PLAINTIFF: DAMIEN H. PROSSER, ESQ.
via BlueJeans
ARIEL E. STERN, ESQ.
via BlueJeans

FOR THE DEFENDANT: TODD L. BICE, ESQ.
JOHN A. FORTIN, ESQ.

RECORDED BY: BRYNN WHITE, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

1 **LAS VEGAS, CLARK COUNTY, NEVADA, MAY 12, 2021, 10:28 A.M.**

2 * * * * *

3 THE COURT: All right. I'm calling the case of
4 McGuire Holdings versus Betfred International Holdings.

5 Let's take appearances first from the plaintiff.

6 MR. PROSSER: Yes, Your Honor. Damien Prosser on
7 behalf of plaintiff, McGuire Holdings, Ltd. With me remotely
8 is Peter Hutchinson, who is the founder of McGuire; as well as
9 my cocounsel and local counsel Ariel Stern from the Akerman
10 (indiscernible) firm.

11 THE COURT: Thank you.

12 MR. STERN: Good morning, Judge.

13 THE COURT: Good morning.

14 And in the courtroom, please.

15 MR. BICE: Yes. Thank you, Your Honor. Todd Bice on
16 behalf of the defendant Betfred International.

17 MR. FORTIN: And John Fortin on behalf of the
18 defendant.

19 THE COURT: Thank you.

20 All right. Mr. Bice, this is your motion to dismiss.

21 MR. BICE: Thank you, Your Honor. It's good to see
22 you back in the courtroom.

23 THE COURT: It's good to be back.

24 And Mr. Prosser and Mr. Hutchinson, Mr. Stern, the
25 fact that they're here gives them no and any advantage.

1 MR. BICE: No. So thank you, Your Honor.

2 So this is our Motion to Dismiss for Lack of Personal
3 Jurisdiction over the UK and the Betfred International, Your
4 Honor.

5 The Court knows the standard that the Constitution
6 requires. I don't need to go over that.

7 And in this particular matter, the facts going to
8 jurisdiction are not in dispute. The parties here largely
9 agree to what those facts are, and so I'll just briefly touch
10 on them. And I know Her Honor reads.

11 So, you know, Betfred International is a UK company.
12 McGuire is a Bahamian company founded by Mr. Hutchinson, and
13 I'm hoping I'm pronouncing his name correctly.

14 So in 2018, Your Honor, Mr. Hutchinson -- who, by the
15 way, is also a UK citizen. He apparently has relocated or
16 something to Florida or lives there, but he's originally from
17 the UK. So he reaches out seeking to get a hold of Fred Done,
18 and Mr. Done is a bit of a celebrity in the sports betting
19 world in the United Kingdom. The companies that he founded,
20 Betfred International and the Betfred group of companies are
21 fairly well known throughout the UK, certainly not so much in
22 the United States originally.

23 So he went back, Mr. Hutchinson has agreed -- it's
24 admitted. He went back to the UK to broach the subject of a
25 business deal with Betfred International about the Mohegan Sun

1 process or application process that was then occurring in the
2 state of Connecticut, which is, of course, where the tribe is
3 from. So all those facts are in agreement.

4 The parties negotiated a letter of intent which
5 specifies that is not binding except for certain aspects of it.
6 That letter of intent was negotiated in the UK. It is subject
7 to the law of England and Wales, and there's no nexus
8 whatsoever to that contract to the state of Nevada.

9 Moving along, they make their application for the
10 project in Connecticut. That process winds its way through.
11 They make a sort of an RFP process. They were not successful.

12 The only nexus to Nevada that this case has is just
13 the fortuitous fact that Nevada hosts the annual G2E gaming
14 conference, which, of course, virtually every gaming company in
15 the world comes to. And they have a booth at the convention
16 center, you know, and everybody mingles and talks. That's it.
17 So because the G2E conference was being held in Nevada, as it
18 is annually, and no one had heard back from the Mohegan Sun
19 Tribe about the RFP process in Connecticut, they touch base
20 with them here. And, again, everyone admits that that's all
21 true.

22 And at that -- at their booth here in Nevada, the
23 Mohegans informed Betfred International that you aren't going
24 to be successful. They were going to go with somebody else for
25 part of that process. And that was it. That's agreed. That's

1 what happened.

2 What else happened was shortly after that meeting,
3 that discussion with the tribe, Mr. McGuire sent an email, and
4 we've attached that email to our motion to dismiss confirming
5 that, well, we weren't successful and acknowledging that
6 Betfred would continue to pursue opportunities in the United
7 States. And it would be, he anticipated, it would be
8 successful, and he was just disappointed that he wasn't going
9 to be along for it, which is understandable.

10 Marching forward from the -- there's no further
11 contact between these parties. Again, none of this is disputed
12 as to that's what happened.

13 Marching forward, Betfred International had created a
14 U.S. subsidiary. That U.S. subsidiary is a Nevada entity. And
15 then they went into a host of other states -- Iowa, other --
16 Louisiana, other jurisdictions -- to try and promote their
17 sports betting business, and they formed a number of
18 subsidiaries to do that. They were successful in some states.

19 They're then subsequently informed that, well, it
20 turns out that the Mohegan Tribe has an entity they have
21 created that is going to end up or compete for and become the
22 gaming operator at the Virgin casino here in Las Vegas, and
23 they do an RFP for it. They actually form -- their U.S.
24 subsidiary forms another Nevada subsidiary for the purposes of
25 that opportunity.

1 And as the Court knows from the facts -- again, it's
2 undisputed -- the subsidiary Betfred Nevada won that
3 competition and was selected.

4 March forward, that's announced, and now McGuire
5 comes forward and says, Well, wait a minute. Our letter of
6 intent somehow entitles us to make a claim in the state of
7 Nevada against Betfred International. And that's where this
8 dispute comes down to, Your Honor.

9 Betfred International's sole contact with Nevada that
10 relates to McGuire is that one contact at a trade show, and
11 we've already cited you the case law where the courts say you
12 have to evaluate the context; you have to evaluate the nature
13 of the contact. That is not availing yourself of the
14 protections and the benefits of Nevada law.

15 The other theory that the -- so we point that out in
16 our motion. And in response we get an opposition that now says
17 the fact -- acknowledging the facts are not in dispute but now
18 throwing out the words agency and alter ego. But, of course,
19 there's no allegations of any facts, nor could there be.

20 As this Court knows, gaming industry is probably one
21 of the most regulated industries in the United States,
22 including in Nevada. You can't come into the court and just
23 throw around the word agency or alter ego and just say, well,
24 Betfred Nevada is really Betfred International in disguise.
25 They don't have any facts of that. There are no factual

1 allegations in the complaint for the Court to even rely upon
2 that that could remotely be true. That's what they're left
3 with.

4 And then they fall back and say, Okay, well, just let
5 us do discovery. Let you do discovery on what? You haven't
6 actually alleged any facts that if the Court even accepted them
7 as true would somehow in way, shape or form point to
8 jurisdiction. You -- you went to the UK to get a contract.
9 You entered into a contract in the United Kingdom. That
10 United -- that contract is governed by the UK law. Go to the
11 UK if you think you have a claim. There certainly isn't any
12 basis to file a lawsuit in the state of Nevada over that UK
13 contract.

14 And that, of course, Your Honor, all presupposes that
15 that letter of intent didn't terminate by its own terms, which,
16 as we have pointed out to you under the undisputed facts, it
17 had. But the Court doesn't have to reach that for purposes of
18 this. Right now we're just simply talking about jurisdiction,
19 personal jurisdiction over a UK company.

20 And, you know, the case I would cite to the Court
21 that's most on point is the *Viega* decision where Judge Johnson
22 had originally ruled that the forming of or having a U.S.
23 subsidiary in Nevada subjected the parent, which was in that
24 case I believe it was a German corporation, to jurisdiction in
25 Nevada. The Nevada Supreme Court entered a writ directing her

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1 to dismiss the case because that is not a basis for serving
2 personal jurisdiction over the parent.

3 Simply pointing to the fact that the parent has U.S.
4 subsidiaries or has overlapping board members or the like is
5 not a basis for assertion of personal jurisdiction. You have
6 to have much more. You have to have facts of much more, and
7 they don't even allege facts, Your Honor.

8 So on that basis, Your Honor, we ask that the
9 complaint be dismissed. And if they really believe they have a
10 claim, which we don't believe they do, their forum is in the
11 United Kingdom, which whose laws govern this contract.

12 Thank you, Your Honor.

13 THE COURT: Thank you.

14 Opposition, please.

15 MR. PROSSER: Yes. Thank you, Judge.

16 Let me start by saying I disagree with some of that,
17 and I do briefly want to touch on the standing because, as the
18 Court knows, all we have to do is make a prima facie showing of
19 personal jurisdiction. The evidence presented by the plaintiff
20 is to be accepted as true, and any factual -- a dispute of
21 plaintiff is to be resolved in our favor. And if we present
22 some evidence -- this is the *Trump* case -- then the motion
23 should be denied.

24 So what we're here about, Judge, are really two
25 different concepts that were blended into one, and I'll touch

1 on where we disagree on the facts in a moment. But there's
2 really three ways that there can be jurisdiction over Betfred
3 here in Nevada.

4 The first one is specific jurisdiction based on
5 Betfred's forum-related conduct or contacts. And then the
6 other two are under an agency theory and an alter ego theory.
7 The agency and alter ego theory would only be relevant if
8 Betfred does not have jurisdiction based upon its own forum
9 contact, which it clearly does.

10 So first I want to talk about specific jurisdiction
11 based on Betfred's contacts with the forum. And it is correct
12 that the contacts cannot be random or fortuitous, as was
13 pointed out, but it's the quality of the contacts that matter,
14 and that's again the *Trump* case, Your Honor. And a single
15 contact is enough to have jurisdiction, and that is the *Mirage*
16 case that's cited in our papers.

17 Now, let's run through some of those facts and look
18 at what the contacts actually are. There was a meeting here in
19 Nevada with Betfred, McGuire and the Mohegan Tribe. That
20 meeting was used by Betfred to use McGuire's connection with
21 the tribe to get the sportsbook services for the Vegas hotel
22 and casino in Nevada.

23 And finally, Judge, once that was announced, Betfred
24 International used Nevada law to come in and create 16
25 wholly-owned Nevada subsidiaries -- one of which was Betfred

1 USA Sports; the other was Betfred Nevada -- and through those
2 subsidiaries was the idea of taking the license and getting out
3 from under the obligations of the contract.

4 So from a specific jurisdiction, based on Betfred's
5 own intentional contacts with the forum, Betfred purposely
6 directed its conduct towards the forum. They had meetings
7 here. They created the companies here. And then McGuire, its
8 cause of action directly accrued from Betfred's contact here.

9 Judge, they breached the contract. The license
10 agreement, as we have pled, is a contract. Our allegations
11 must be accepted as true.

12 One of the provisions in the letter of intent is that
13 a full form agreement would be entered into if Betfred
14 successfully became the sportsbook for the Mohegan Tribe in a
15 facility that it operated. That's an express for the provision
16 of the letter of intent. That occurred here in Nevada. That
17 was breached here in this state, Judge. We have made a prima
18 facie showing of specific jurisdiction over Betfred in Nevada.

19 And if we look at the reply that was filed, their
20 arguments as to somehow there is not jurisdiction as to
21 Betfred, the defendant in this case, really turn on two
22 statements, and they're at page 8 and page 9 of the reply, Your
23 Honor. And they really say two things. They say,

24 "The only contact with Nevada was the
25 single fortuitous meeting here based on the

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1 fact that many participants in the gaming
2 industry attend the annual G2E conference
3 where the parties briefly met to receive word
4 that Betfred International would not be
5 successful."

6 And then the next thrust is the same thing, Judge.
7 It mentions that there was a meeting here at the confidence --
8 at the conference served to terminate, not the beginning, of
9 Betfred's pursuit of a Connecticut sportsbook and
10 simultaneously served as termination of its relationship with
11 McGuire.

12 Judge, number one, it's not true, but that's for
13 later. Those allegations are specifically contradicted by the
14 affidavit of Mr. Hutchinson as well as the contract. The
15 contract -- very clearly, the letter of intent covers
16 sportsbook services in the U.S. anywhere with the
17 Mohegan Tribe. If that occurred, there would be another
18 agreement to be entered into, and my client would be paid. Lo
19 and behold, that happened here in Nevada, Your Honor.

20 But most importantly, they take the position that
21 this was somehow a termination of the contract, which again
22 that's factual. But if you just look at paragraphs 17, 18 and
23 19 of Mr. Hutchinson's declaration, it's very clear that the
24 purpose of the meeting, and I'm reading at the end of
25 paragraph 18 for the record, Was to discuss Betfred obtaining

1 the Mohegan sportsbook services, not just in Connecticut, but
2 in other Mohegan Tribe casinos in the United States. And
3 during that meeting, the Mohegan Tribe informed McGuire and
4 Betfred that Betfred would not be the sportsbook operator for
5 the Mohegan Tribe's Connecticut casino, but there would be
6 additional opportunities for Betfred to operate other
7 Mohegan Tribe sportsbooks, Judge. So based upon that factual
8 contradiction, there is jurisdiction here.

9 Our allegations in the affidavit need to be accepted
10 as true. And what you have is that Betfred International
11 traveling to Las Vegas to meet with the tribe, my clients, not
12 just talking about a sportsbook in Connecticut, but a
13 sportsbook here in Vegas, and they ultimately do get a
14 sportsbook here in Vegas, Judge.

15 And then what do they do to actually avail themselves
16 of the laws and protections of this forum, Judge? They create
17 wholly-owned subsidiary companies to in effect hold the license
18 and operate the sportsbook.

19 Judge, on those contacts alone and the undisputed
20 allegations of the affidavit, there is specific jurisdiction.

21 Now, even if you assume there is not specific
22 jurisdiction, the two fallbacks are what was just discussed.
23 There is an agency theory, and there is an alter ego theory.
24 And the *Trump* case is directly on point, as is the LM -- excuse
25 me, *NML* case. And, Judge, we have provided highlighted copies

1 of these cases to the Court earlier this week.

2 But touching on those, Judge, again, you only need to
3 make a prima facie case that the subsidiary is acting on behalf
4 of the parent. And what that means is that there is agency or
5 control of the subsidiary by the nonforum plaintiff. Well,
6 there is very clearly agency and control here.

7 As pointed out in the affidavit and the other filings
8 in support of jurisdiction here, Judge, is that when these
9 wholly-owned subsidiaries were created it was for the purpose
10 of advancing Betfred International's business here. And that
11 is really the test; that if the local entity is in effect
12 carrying on the business of the foreign parent, then there can
13 be jurisdiction here, Judge.

14 And Mr. Bice is a great lawyer. But if you look at
15 the actual declaration that was filed, Betfred -- by Betfred,
16 nowhere do they say in that that the local wholly-owned
17 subsidiaries are somehow distinct, and that is the difference
18 in the *Vega* (sic) case that was just mentioned.

19 What happened there was a UK company or a German
20 company, I believe, acquired a local Vegas company, and there
21 was a pending construction defect action. And what the court
22 said in denying jurisdiction there was, Wait a minute, we have
23 a true parent-subsidary relationship here because the
24 subsidiary is separately managed. It was in business before.

25 Your Honor, that is not the case here, and when you

1 read the *Trump* case, the NLM (sic) case, and even Vega you will
2 see that if the parent simply creates a subsidiary for purposes
3 of carrying on its own business you can have jurisdiction under
4 an agency theory or an alter ego (indiscernible).

5 So, Judge, in summary, it's pretty clear that based
6 upon the contacts with Vegas -- where they came here for the
7 meeting; they created a company; they are now going to have a
8 license -- that there is certainly specific jurisdiction to
9 have Betfred here based upon its own forum conducts.

10 Alternatively, Judge, because these actual
11 subsidiaries that they created are merely agents or alter egos
12 of Betfred, then there is an alternative basis for jurisdiction
13 there.

14 Thank you very much, Judge. We would ask that the
15 motion be denied.

16 THE COURT: Thank you, Mr. Prosser.

17 The reply, please.

18 MR. BICE: Yes, Your Honor.

19 With all due respect to counsel, I think he's -- I
20 assume it's inadvertent -- but just misstating even what his
21 own client's declaration says.

22 THE COURT: I have the declaration up if --

23 MR. BICE: What's that?

24 THE COURT: I have the declaration up because I try
25 to track --

1 MR. BICE: Right.

2 THE COURT: -- based upon the arguments.

3 MR. BICE: And you'll notice --

4 THE COURT: -- so if there's something you want to --

5 MR. BICE: -- there was an assertion made about
6 Las Vegas being discussed at this 2018 meeting, but you'll
7 notice his client actually doesn't say that. And you know why
8 his client doesn't say that in his declaration, Your Honor?
9 It's because it was an impossibility because the tribe didn't
10 even acquire, didn't even form its entity to acquire the gaming
11 operations at the Virgin until 2019.

12 So that is a nice sleight-of-hand by the plaintiff,
13 but that's exactly what it is. So just simply saying, well,
14 there was a discussion that maybe there would be other
15 opportunities elsewhere, it certainly didn't have anything to
16 do with Nevada in 2018.

17 And you'll notice there is no response to
18 Mr. McGuire's email where he confirms that the deal was dead
19 after that meeting. They don't have a response to it. So they
20 just continue to ignore his own words.

21 And the law on this, Your Honor, is straightforward.
22 I agree with counsel on the standard: Prima facie, some
23 evidence. But it has to be actual evidence. It can't be
24 speculation. It can't be arguments of lawyers. It has to be
25 actual evidence, and there is no actual evidence of any

1 connection between that meeting in 2018 for being informed that
2 your bid for Connecticut was going to be unsuccessful or had
3 been -- was going to be rejected.

4 And then what happened in 2019 and into 2020, there's
5 no connection. They haven't shown you any connection.

6 And as the Nevada Supreme Court has said, simply --
7 it's commonplace, especially in the gaming industry, to have
8 subsidiaries. That's -- Your Honor, does MGM -- or does Mirage
9 Resorts or -- I'm sorry, MGM Resorts International operate the
10 Bellagio, the Mirage and everything down the list? No, it
11 doesn't. It's the holding company. So it's not unusual at
12 all.

13 And contrary to counsel's argument, we don't have to
14 present evidence, Your Honor, of separateness. The law
15 presumes it. It's actually he's got the burden exactly
16 backwards. Betfred International is presumed separate from its
17 subsidiaries. And they have the burden of presenting evidence,
18 not just rank speculation, actual evidence that that
19 parent-subsidiary relationship is not being honored, and they
20 don't have any because they know it isn't true. They don't
21 have any basis to even allege it.

22 None of this stuff about agency or alter ego is
23 anywhere in their complaint and for good reason: Because it
24 just -- they don't have any basis to allege it.

25 And so on that basis, Your Honor -- Betfred

1 International, they don't deny that they entered into a UK
2 contract that they went to the UK to get, that they agreed
3 would be subject to laws of the England and Wales. That is the
4 proper forum if they claim they have a case. It certainly
5 isn't the state of Nevada, which has nothing to do with the
6 agreement that was entered into in 2018.

7 And so we would ask that the motion be granted, Your
8 Honor.

9 THE COURT: Thank you.

10 MR. BICE: Thank you.

11 THE COURT: This is the defendant's motion to dismiss
12 under Rule 12(b).

13 The motion will be granted for the following reasons:

14 The defendant doesn't have enough of a relationship
15 with Nevada, if any, to establish that there was a minimum
16 contact;

17 The defendant did not purposely avail itself of the
18 forum of Nevada;

19 I reject the argument with regard to agency and alter
20 ego because it asked me to speculate with regard to Nevada
21 entities, other nonparties;

22 The contract was negotiated at arm's length with a
23 forum selection clause; and

24 Most importantly, the meeting at GTE, the parties
25 didn't come to Las Vegas to negotiate with regard to this

1 contract. They came to the conference, and the meeting is
2 really incidental to the -- coming to the conference itself was
3 the main purpose of the trip.

4 So for all of the reasons stated in the motion and
5 the reply, the motion will be granted.

6 So I will task Mr. Bice with preparing the order.

7 Mr. Prosser and Mr. Stern, you'll have the ability to
8 review and approve the form of the order. I do not accept
9 competing orders. So if you can't agree as to the form, do not
10 do a competing order. File an objection so that I can review
11 it and determine whether or not to sign, interlineate or hold a
12 telephonic.

13 MR. BICE: Understood, Your Honor.

14 THE COURT: Mr. Bice, you can make that order as
15 simple as you can.

16 MR. BICE: Yes. I'll prepare that, and I'll run it
17 past opposing counsel.

18 THE COURT: All right. Were there any questions or
19 comments on either side?

20 MR. PROSSER: Yeah, Judge. Is this with prejudice?
21 Is there leave to amend?

22 THE COURT: You know, I --

23 MR. PROSSER: Because I believe the record is fairly
24 clear that the meeting was for the purpose of actually
25 continuing the contract. But I just wondered if there is leave

1 for the plaintiff to amend.

2 THE COURT: I am going to deny that request simply
3 because the pleadings are so exhaustive, and I've read
4 everything. So I think your record is sufficient at this
5 point, Mr. Prosser.

6 MR. PROSSER: Thank you, Your Honor.

7 THE COURT: And actually --

8 MR. BICE: All right.

9 THE COURT: -- and I keep an open mind in the
10 courtroom, but I had -- you know, I considered whether or not
11 the complaint was capable of amendment and determined already
12 that I didn't think it was.

13 MR. BICE: All right. Thank you, Your Honor.

14 THE COURT: Thank you all. Stay safe and healthy.


15 (Proceedings concluded at 10:55 a.m.)

16 -oOo-

17 ATTEST: I do hereby certify that I have truly and correctly
18 transcribed the audio/video proceedings in the above-entitled
19 case.

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Dana L. Williams
Transcriber

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	agents [1] 14/11	attached [1] 5/4	can [6] 9/2 13/12 14/3 18/10 18/14 18/15	construction [1] 13/21
MR. BICE: [13] 2/15 2/21 3/1 14/18 14/23 15/1 15/3 15/5 17/10 18/13 18/16 19/8 19/13	agree [3] 3/9 15/22 18/9	attend [1] 11/2	can't [4] 6/22 15/23 15/24 18/9	contact [9] 5/11 6/9 6/10 6/13 9/9 9/15 10/8 10/24 17/16
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MR. PROSSER: [5] 2/6 8/15 18/20 18/23 19/6	agreement [5] 4/3 10/10 10/13 11/18 17/6	audio [1] 19/18	capable [1] 19/11	context [1] 6/12
MR. STERN: [1] 2/12	Akerman [1] 2/9	audio/video [1] 19/18	carrying [2] 13/12 14/3	continue [2] 5/6 15/20
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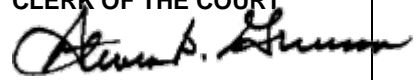
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13 *Betfred Int'l Holdings, Ltd.*

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

16 MCGUIRE HOLDINGS LTD.,
17
18 Plaintiff,

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

19 vs.

NOTICE OF ENTRY OF ORDER

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

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
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice PLLC, and that on this 16th day of September, 2021, I caused to be served via the Court's e-filing/e-service system true and correct copies of the above **NOTICE OF ENTRY OF ORDER** to all parties listed on the Court's Master Service List.

/s/ Shannon Dinkel
An employee of Pisanelli Bice PLLC

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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

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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
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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

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10
11 Respectfully submitted by:
12 PISANELLI BICE PLLC

Approved by:
AKERMAN LLP

13
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21 Betfred Int'l Holdings, Ltd.

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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:

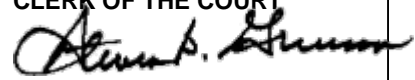
16 Service Date: 9/16/2021

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16 **EIGHTH JUDICIAL DISTRICT COURT**

17 **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. No.: XXVII

NOTICE OF APPEAL

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1 Plaintiff, McGuire Holdings, Ltd., gives notice of appeal. McGuire appeals the court's Order
2 Regarding Defendant Betfred International Holdings, LTD.'s Motion to Dismiss for Lack of
3 Personal Jurisdiction (Doc ID # 24), including any and all interlocutory orders and findings
4 incorporated therein. The court entered the order on September 16, 2021 (Doc ID # 24), and Betfred
5 served notice of entry of the order on September 16, 2021 (Doc ID # 25).

6 DATED this 13th day of October, 2021.

7 **AKERMAN, LLP**

8 */s/ Ariel Stern*

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1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 13th day of
3 October 2021, I caused to be served a true and correct copy of the foregoing **NOTICE OF**
4 **APPEAL**, in the following manner:

5 **(ELECTRONIC SERVICE)** Pursuant to Administrative Order 14-2, the above-referenced
6 document was electronically filed on the date hereof and served through the Notice of Electronic
7 Filing automatically generated by the Court's facilities to those parties listed on the Court's Master
8 Service List as follows:

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17 I declare that I am employed in the office of a member of the bar of this Court at whose
18 discretion the service was made.

19
20 */s/ Patricia Larsen*
An employee of AKERMAN LLP