

IN THE SUPREME COURT OF NEVADA

ADVENTURES INTERNATIONAL,
LLC, a Nevada Limited Liability
Company; ITCO, Corporation, a
Nevada corporation.

Petitioner,

vs.

EIGHTH JUDICIAL DISTRICT
COURT, DEPARTMENT 9; AND
HONORABLE JUDGE MARK
GIBBONS

Respondent,

SG VEGAS OWNER, LLC, a Nevada
limited liability company; and DOES
I-X inclusive; and ROES I-X,
inclusive.

Real Party In Interest.

SUPREME COURT CASE NO.
84937

DC CASE NO. A-20-819-2022
DEPT. NO. IX

Electronically Filed
Jun 29 2022 12:52 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

**PETITIONER'S, ADVENTURES INTERNATIONAL, LLC, EMERGENCY
MOTION FOR STAY OF ENFORCEMENT OF WRIT OF RESTITUTION**

“EMERGENCY MOTION UNDER NRAP 27(e)”

Action on Motion is Necessary by June 29, 2022

ORDER BEING APPEALED

The Petitioner, Adventures International, LLC is hereby appealing the Order entered by this Court on June 27, 2022 and any subsequent Order entered by the District Court on the Order. (See Exhibit 1). (A status check on compliance with the Order is set for June 29, 2022, and upon information and belief, the Respondent is seeking an immediate eviction for non-compliance with the Court Order). At the hearing the Judge granted the immediate Writ of Restitution for 8 of the 9 Properties. The Property identified as the “Bistro” and that Petitioner tendered \$50,000.00 for the rent payment of May and June, but disputes the remaining \$8,346.15 as and for alleged utilities. Petitioner argues that this was a forced stipulation without an evidentiary and Petitioner was given the choice of (a) enter into the stipulation or (b) an immediate writ of restitution would enter.

NOTICE OF APPEAL.

The Petitioner filed Notice of Appeal on June 29, 2022.

ORDER TO BE STAYED.

The Petitioner seeks stay from the Nevada Supreme Court to prevent enforcement of the Order Issuing Temporary Writ of Restitution.

STATEMENT OF FACTS.

The Petitioner, Adventures International, LLC, along with non-petitioner ITCO, Corp., filed a Complaint on May 2, 2022, with the District Court alleging

multiple causes of action, but primarily seeking injunctive relief from the termination of Petitioner's multiple Lease Agreements with its Landlord, Respondent.

The Petitioner filed an emergency motion for a temporary restraining order and injunctive relief with the District Court on May 27, 2022. The matter was originally set for a hearing on the matter on June 1, 2022. At the time set for hearing, the Court informed the Parties that due to a trial set to begin immediately after the Court's morning calendar it did not have time to address the matter with oral argument and there was no available time on the Court's calendar for an evidentiary hearing. The Court granted a one-week continuance and allowed Petitioner to also file a Reply to Respondent's Opposition filed on May 31, 2022.

When the Parties returned the Honorable Judge Michael A. Cherry, inquired as to whether the Parties had settled the matter. The Parties informed the Court that unfortunately a settlement could not be reached and the Parties were ready and willing to move forward with oral argument. The Court again informed the Parties that due to the ongoing trial there was no time to have oral argument or an evidentiary hearing. The Court then informed the Parties that it would review the pleadings and either issue an order or set a return date.

On June 10, 2022, the Court entered a Minute Order denying the Motion for TRO, without further explanation. That Order is pending approval of the Court, at this time.

Thereafter, the Defendant also filed eviction proceedings against Adventure International for non-payment of rent. Petitioner timely filed an Answer in the Justice Court. To date the Respondent has not filed a Complaint on the eviction. Shortly thereafter, the Defendant filed further eviction proceedings for holding over after termination of the Lease Agreements with both Adventures and ITCO. Adventures and ITCO both timely filed their Answer. To date, the Respondent has not proceeded with filing a formal complaint on that action.

On June 17, 2022, the Respondent filed an Ex Parte Application for Order to Show Cause Why Temporary Writ of Restitution Should Not Be Issued on OST. The Court granted the OST Order and set a hearing for June 22, 2022. Adventures and ITCO both filed an Opposition on June 21, 2022. At the hearing, the Court informed the Petitioner that it could either enter into a stipulation whereby Petitioner would tender the alleged past due rents for the properties that it wanted to remain in or alternatively the Court would issue an immediate Writ of Restitution. Petitioner holds nine (9) leases with the Respondent. Petitioner was left with no choice, but to enter into a Stipulation and Order allowing Petitioner to remain in the Property until July 15, 2022, if and only if it tendered the rent

payment for May and June and all alleged outstanding utilities. Petitioner has repeatedly disputed the outstanding utilities.

Petitioner timely submitted the outstanding rent payment of \$50,000 to the Respondent on June 24, 2022, but did not submit the alleged outstanding utility payment.

The Court set a status check for June 29, 2022, whereby Petitioner reasonably believes that the Court will make a determination that the Petitioner has violated the Stipulation and Order on June 29, 2022 and thereby issue an immediate Writ of Restitution, evicting the Petitioner from the Property. Therefore, Petitioner respectfully requests that this Court issue an immediate “stay” and allow Petitioner time to file a proper Writ of Restitution to set aside the Stipulation and Order and the Order denying the TRO and preliminary injunction.

Effect on Your Appeal.

If the stay is denied the Petitioner Adventures will be immediately evicted and Respondent will lock the Petitioner out of the Property and take possession. There will be a considerable loss of employment to the employees of Adventures who operates a restaurant identified as Smokey’s Bistro on the Las Vegas Boulevard.

Harm to You.

The serious harm to the Petitioner Adventures is that it will be immediately evicted and will have been denied its rightful day to evidentiary hearing and forced entry into a Stipulation and Order. The Petitioner has substantially complied with the Stipulation and Order in good faith, but will likely still be evicted.

Harm to Others

The only harm to the Respondent is that they will not gain possession of the Property, despite already admitting to the Court that Respondent's basis for terminating the Lease Agreement was so that it could begin construction, which Respondent has admitted that the initial stage of fencing will not begin until at minimum August. Petitioner does not believe that Respondent will begin construction until much later, due to the fact that no permit for the construction has been approved by the Clark County Building Department.

Success on Appeal

Petitioner believes that it was entitled to evidentiary hearing on the Motion for a TRO. Petitioner has argued that the Respondent never had a right to terminate the Lease Agreement(s) until a reasonable time before the start of construction. Petitioner alleged that it was repeatedly informed by the Landlord and its agents that Petitioner would be allowed to remain the Leased Properties until such time as the Respondent was going to begin construction. Petitioner alleged that multiple individuals with direct authority informed the Petitioner of this Agreement.

Petitioner was set to bring these individuals before the Court at the Evidentiary Hearing to testify to these facts.

Petitioner believes that there is direct Nevada case on point which would prevent the Respondent from terminating the Lease(s) Agreements. In *Mahban v. MGM Grand Hotels, Inc.*, 691 P.2d 421, 100 Nev. 593 (Nev. 1984).

Appellant alleges that in reliance upon this letter he proceeded to order merchandise for restocking one of the shops. On March 17, 1981, appellant received a letter from respondent which sought to terminate the leases for both shops pursuant to the destruction-of-premises section of the leases. Appellant thereafter filed the instant action, seeking, among other relief, money damages for breach of the lease agreements, 1 based on the contention that the January 30, 1981 letter induced his reasonable reliance on the indication therein that respondent would not terminate his leases. The district court concluded that, as a matter of law, appellant "could not have reasonably relied on the letter ... because the letter contained no representation as to whether defendant MGM intended to waive its contractual rights" pursuant to the destruction-of-premises clause. We disagree, and therefore reverse [100 Nev. 596] The primary issue here is whether the language of the letter, read in the light most favorable to appellant, is sufficient to support appellant's claim. See *Mullis v. Nevada National Bank*, 98 Nev. 510, 654 P.2d 533 (1982). Appellant contends on appeal that triable issues are established under the theory of equitable estoppel. In certain factual scenarios, there is a potential for both the theory of waiver and the theory of equitable estoppel to afford relief to an aggrieved party. Rights may themselves be waived by a lessor, or he may by his conduct become estopped to assert them. See *Reno Realty v. Hornstein*, 72 Nev. 219, 225, 301 P.2d 1051 (1956). It is unclear whether the district court relied only on the theory of waiver in granting summary judgment. We conclude, however, that triable questions remain on both the waiver and equitable estoppel theories.

The Petitioner received multiple communications that confirmed that lease agreements would remain month-to-month until the Respondent had actual plans to start construction. Even in trying to resolve this matter, prior to seeking Court

involvement, it was relayed that there were no actual construction plans at the time of issuance of the Notices of Termination. Further, there was communication with David Neuman, representative of the Respondent, regarding continuation of the leases until actual construction had a planned start date. Neuman would have been called to any evidentiary hearing to testify to these communications.

Conclusion

For the reasons set forth herein, Petitioner believes that without intervention from the Supreme Court, the Petitioner will be immediately evicted and the loss of the Property will result in the immediate closure of the business and loss of employment. The Petitioner, through Lease(s) Amendment(s), tendered lease payments during the COVID pandemic and has now tendered deferred rent payments. The Petitioner detrimentally relied on Respondent's statements that it would be allowed to continue in possession until a reasonable time before construction. Everyday that Petitioner remains in possession of the business and continues to operate the business means potentially thousands of dollars in revenue and continued employment of the employees. Without an immediate stay all of this will be lost.

DATED this 29th day of June, 2022.

By: //s// Brandon L. Phillips
BRANDON L. PHILLIPS, ESQ.
Nevada Bar No. 12264
Brandon L. Phillips, Attorney at Law, PLLC

NRAP 27(e) CERTIFICATE

Under penalty of perjury, of the laws of Nevada, the undersigned declares that the is the attorney for the Petitioner named in the foregoing Emergency Motion for Stay and knows the contents thereof; that the pleading is true of his own knowledge, except as to those matters stated on information and belief, and that as to such matters he believes them to be true.

That due to the time of the Entry of Order on June 27, 2022 and the pending status check on June 29, 2022, the Petitioner's counsel did not have sufficient time to speak with counsel. However, any such efforts to stay the matter would not have likely been fruitful as Respondent is seeking an immediate order for a writ of restitution returning possession of the Properties to the Respondent. Any efforts to stay the proceedings would not have likely been agreed upon by the Respondent.

Respondent's Counsel information:

Charles E. Gianelloni, Esq.
Nevada Bar No. 12747
Aleem A. Dhalla, Esq.
Nevada Bar No. 14188
SNELL & WILMER L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
Telephone: 702.784.5200 Facsimile: 702.784.5252
Email: cgianelloni@swlaw.com and adhalla@swlaw.com

Respondent's were provided a copy of this Emergency Motion on June 29, 2022.

This certification is made by the undersigned attorney, pursuant to NRS § 15.010, and NRAP 27(e) on the ground that the matters stated, and relied upon, in the foregoing petition are all contained in the prior pleadings and other records of this Court and/or the District Court.

DATED this 29th day of June, 2022.

By: //s// Brandon L. Phillips
BRANDON L. PHILLIPS, ESQ.
Nevada Bar No. 12264
Brandon L. Phillips, Attorney at Law, PLLC

CERTIFICATE OF SERVICE

I hereby certify, under penalty of perjury, that I am an employee of BRANDON L. PHILLIPS, ATTORNEY AT LAW, PLLC, and that I cause to be electronically filed on this date, a true and correct copy of the foregoing document with the Clerk of the Court using the ECF system, which will automatically e-serve the same on the attorneys of record set forth below.

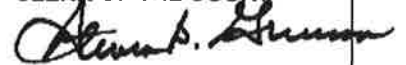
Charles E. Gianelloni, Esq.
Nevada Bar No. 12747
Aleem A. Dhalla, Esq.
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Email: cgianelloni@swlaw.com and adhalla@swlaw.com

DATED this 29th day of June, 2022

By: //s// Brandon L. Phillips
BRANDON L. PHILLIPS, ESQ.
Nevada Bar No. 12264
Brandon L. Phillips, Attorney at Law, PLLC

EXHIBIT 1

EXHIBIT 1



1 Charles E. Gianelloni, Esq.
Nevada Bar No. 12747
2 Aleem A. Dhalla, Esq.
Nevada Bar No. 14188
3 SNELL & WILMER L.L.P.
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Email: cgianelloni@swlaw.com
6 adhalla@swlaw.com

7 *Attorneys for Plaintiff SG Vegas Owner LLC*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 ADVENTURES INTERNATIONAL, LLC, a
11 Nevada limited liability company; and ITCO,
12 Corporation, a Nevada corporation,

13 Plaintiffs,

14 vs.

15 SG VEGAS OWNER, LLC, a Delaware
16 limited liability company; DOES I through X,
inclusive, and ROE BUSINESS ENTITIES XI
through XX, inclusive,

17 Defendants.

18 SG VEGAS OWNER, LLC, a Delaware
19 limited liability company,

20 Counter-Plaintiff,

21 ADVENTURES INTERNATIONAL, LLC, a
22 Nevada limited liability company; and ITCO,
Corporation, a Nevada corporation,

23 Counter-Defendants.
24
25
26
27
28

Case No.: A-22-851990-C

Dept No.: 9

**NOTICE OF ENTRY OF
STIPULATION AND ORDER ISSUING
TEMPORARY WRIT OF
RESTITUTION**

Snell & Wilmer

LLP

LAW OFFICES
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
702.784.5200

1 PLEASE TAKE NOTICE that a *Stipulation and Order Issuing Temporary Writ of*
2 *Restitution* was entered in the above-captioned matter on June 27, 2022, a copy of which is attached
3 hereto.

4 Dated: June 27, 2022.

SNELL & WILMER L.L.P.

5
6 By: /s/ Aleem A. Dhalla

Charles E. Gianelloni, Esq.

Aleem A. Dhalla, Esq.

3883 Howard Hughes Parkway, Suite 1100

Las Vegas, Nevada 89169

7
8
9 *Attorneys for Plaintiff SG Vegas Owner*
10 *LLC*

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On the date below, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY STIPULATION AND ORDER ISSUING TEMPORARY WRIT OF RESTITUTION** upon the following by the method indicated:

____ **BY E-MAIL:** Pursuant to EDCR Rule 7.26(a), by transmitting via e-mail the document(s) listed above to the e-mail addresses set forth below and/or included on the Court's Service List for the above-referenced case.

____ **BY U.S. MAIL:** Pursuant to EDCR Rule 7.26(a), by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below.

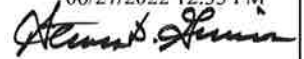
 X **BY ELECTRONIC FILING & ELECTRONIC SERVICE:** Pursuant to NRCP 5(b) and Administrative Order 14-2, by submitting to the above-entitled Court for electronic filing and service upon the Court's e-service list for the above-referenced case.

Brandon L. Phillips, Esq.
BRANDON L. PHILLIPS, ATTORNEY AT LAW, PLLC
1455 E. Tropicana Ave., Suite 750
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Telephone: 702-795-0097
Facsimile: 702-795-0098
Email: blp@abetterlegalpractice.com
Attorneys for Adventures International, LLC and ITCO, Corporation

Dated: June 27, 2022

/s/ D'Andrea Dunn

An Employee of Snell & Wilmer L.L.P.



CLERK OF THE COURT

1 Charles E. Gianelloni, Esq.
Nevada Bar No. 12747
2 Aleem A. Dhalla, Esq.
Nevada Bar No. 14188
3 SNELL & WILMER L.L.P.
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6 adhalla@swlaw.com

7 *Attorneys for Defendant/Counter-Plaintiff SG Vegas*
8 *Owner, LLC*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 ADVENTURES INTERNATIONAL, LLC, a
12 Nevada limited liability company; and ITCO,
Corporation, a Nevada corporation,

13 Plaintiffs,

14 vs.

15 SG VEGAS OWNER, LLC, a Delaware
16 limited liability company; DOES I through X,
inclusive, and ROE BUSINESS ENTITIES XI
17 through XX, inclusive,

18 Defendants.

19 SG VEGAS OWNER, LLC, a Delaware
limited liability company,

20 Counter-Plaintiff,

21 ADVENTURES INTERNATIONAL, LLC, a
22 Nevada limited liability company; and ITCO,
Corporation, a Nevada corporation,

23 Counter-Defendants.

Case No.: A-22-851990-C

Dept No.: 9

**STIPULATION AND ORDER ISSUING
TEMPORARY WRIT OF
RESTITUTION**

24 **STIPULATION**

25 SG Vegas Owner, LLC ("SG Vegas" or "Landlord") and Adventures International, LLC's
26 ("Adventures") and ITCO, Corporation's ("ITCO" and collectively with Adventures, "Tenants")
27 with good cause appearing, hereby stipulate as follow:
28

4862-3144-7078

1
2 1. On June 16, 2022, Landlord filed its Verified Counterclaim against Tenants.
3 Concurrently, pursuant to NRS 40.300, Landlord sought an order to show cause why Landlord
4 should not be granted a temporary writ of restitution returning it possession of the Properties¹.

5 2. The Court granted the order to show cause, setting the matter for hearing on June
6 22, 2022. At the hearing, the Court requested the parties confer on a stipulated order granting
7 Landlord relief, subject to the timeline set forth below.

8 3. On or before June 24, 2022, Adventures shall remove all personal property, vacate,
9 and return keys for all spaces associated with the following Leases (all Leases except the Unit 101
10 Lease):

- 11 • Unit 100 Lease: 3743 S. Las Vegas Blvd., Unit 100, Las Vegas, NV 89109
- 12 • Smokey's Bistro: 3743 S. Las Vegas Blvd., Unit 104A, Las Vegas, NV 89109
- 13 • Smokey's Lounge: 3743 S. Las Vegas Blvd., Unit 105, Las Vegas, NV 89109
- 14 • Unit 233 Lease: 3743 S. Las Vegas Blvd., Unit 233, Las Vegas, NV 89109
- 15 • Kiosk Lease: 3743 S. Las Vegas Blvd., Kiosk C0AF, Las Vegas, NV 89109
- 16 • Mosaic Lease: 3765 S. Las Vegas Blvd. #3765G, Las Vegas, NV 89109
- 17 • Red Palms Lease: 3763 S. Las Vegas Blvd., Unit 3763B, Las Vegas, NV 89109
- 18 • Trailer Space: 3755 S. Las Vegas Blvd. (Trailer Space), Las Vegas, NV 89109

19 4. To the extent Adventures requires additional time after June 24, 2022 to remove
20 personal property from any of the spaces identified in Paragraph 3, Landlord agrees to provide
21 access during business hours through June 30, 2022.

22 5. On or before June 24, 2022, Adventures shall pay the past due rents (excluding
23 holdover rent) through June for the Unit 101 Lease, totaling, \$58,346.15.

24 6. Adventures shall pay Landlord one-half month's rent for July 2022 for the Unit 101
25 Lease for the property located at 3743 S. Las Vegas Blvd., Unit 101, Las Vegas, NV 89109, totaling
26 \$12,500.00 on or before July 1, 2022.

27
28 ¹ All capitalized terms not specifically defined here have the same meaning as in Landlord's June 16, 2022 Verified Counterclaim.

1 7. If Adventures meets the conditions above, Adventures may continue to occupy the
2 space provided for in the Unit 101 Lease through July 15, 2022.

3 8. ITCO shall pay Landlord the past due rent for the properties under the following
4 ITCO Leases totaling \$331.61 or before June 24, 2022:

5 • Ginseng BBQ Lease: 3765 S. Las Vegas Blvd., Unit 3765B, Las Vegas, NV
6 89109

7 • Ginseng Signage Lease: 3765 S. Las Vegas Blvd., Unit 3765B (Signage), Las
8 Vegas, NV 89109

9 9. Additionally, ITCO's rent is calculated as a percentage of sales. Therefore, it shall
10 pay rent for June 2022 on or before July 5, 2022.

11 10. ITCO shall pay Landlord estimated one-half month's rent for July 2022 for the
12 Ginseng BBQ Lease on or before July 5, 2022. The amount of the estimated payment shall be
13 based on June 2022 sales figures.

14 11. If ITCO meets the conditions above, ITCO may continue to occupy the space
15 provided for in the Ginseng BBQ Lease through July 15, 2022.

16 12. If ITCO's estimated payment described in Paragraph 10 is less than what is required
17 based on actual sales figures for July, then ITCO shall make a true-up payment to Landlord on or
18 before July 22, 2022 for the different between the estimated and actual percentage rent. Or, if
19 necessary, Landlord will reimburse ITCO for an overpayment.

20 13. For the Leases identified in Paragraphs 6 and 8 above, Tenants shall remove all
21 personal property, vacate, and return keys for all spaces provided for under those Leases on or
22 before July 15, 2022.

23 14. Landlord is entitled to a temporary writ of restitution pursuant to NRS 40.300,
24 effective (1) June 25, 2022 on the properties identified in Paragraph 3 above, and (2) July 16, 2022
25 for the properties identified in Paragraphs 6 and 8 above.

26 15. The parties agree that the bond requirement under NRS 40.300 is waived. However,
27 Landlord agrees to post a bond in the amount of \$100 to the extent such a bond is required under
28 NRS 40.300(3)(c).

16. Through this stipulation, the parties do not waive any of their rights and defenses pursuant the Leases and their amendments, at law or in equity, including, but not limited to, Adventures' argument regarding when it relinquished possession of Red Palms and Landlord's argument that Tenants have been in holdover since June 1, 2022.

Dated: June 24, 2022

Dated: June 24, 2022

SNELL & WILMER L.L.P.

BRANDON L. PHILLIPS, ATTORNEY AT LAW, PLLC

By: /s/ Aleem A. Dhalla
Charles E. Gianelloni, Esq.
Aleem A. Dhalla, Esq.
3883 Howard Hughes Pkwy, Suite 1100
Las Vegas, Nevada 89169

By: /s/ Brandon L. Phillips
Brandon L. Phillips, Esq.
1455 E. Tropicana Ave., Suite 750
Las Vegas, Nevada 89119

Attorneys for SG Vegas Owner, LLC

Attorneys for Adventures International, LLC and ITCO, Corporation

ORDER ISSUING TEMPORARY WRIT OF RESTITUTION

WHEREAS, on June 16, 2022, Landlord filed its Verified Counterclaim for unlawful detainer ("Counterclaim") against Adventures International, LLC and ITCO, Corporation, and on June 16, 2022, filed its *Ex Parte* Application for An Order to Show Cause Why a Temporary Writ of Restitution Should Not Be Issued ("Application") with the Court;

WHEREAS, on June 22, 2022, the Court held a hearing on the Application and Tenants had an opportunity to oppose the issuance of the temporary writ of restitution.

WHEREAS, the Court has reviewed the Counterclaim, the Application, the exhibits attached thereto, and the Stipulation immediately preceding this Order, and good cause has been shown on whether a Temporary Writ of Restitution should issue;

IT IS ORDERED, ADJUDGED AND DECREED that the Stipulation is GRANTED in its entirety.

TO: CONSTABLE OF THE CITY OF LAS VEGAS, STATE OF NEVADA, GREETINGS:

YOU ARE THEREFORE COMMANDED to take with you the force of the City, if necessary, and cause said Tenants, subtenants, and occupants to be immediately removed from the

below-listed premises no earlier than **June 25, 2022 at 12:01 a.m.** and allow the Landlord to have peaceable restitution of the same.

- Unit 100 Lease: 3743 S. Las Vegas Blvd., Unit 100, Las Vegas, NV 89109
- Smokey's Bistro: 3743 S. Las Vegas Blvd., Unit 104A, Las Vegas, NV 89109
- Smokey's Lounge: 3743 S. Las Vegas Blvd., Unit 105, Las Vegas, NV 89109
- Unit 233 Lease: 3743 S. Las Vegas Blvd., Unit 233, Las Vegas, NV 89109
- Kiosk Lease: 3743 S. Las Vegas Blvd., Kiosk C0AF, Las Vegas, NV 89109
- Mosaic Lease: 3765 S. Las Vegas Blvd. #3765G, Las Vegas, NV 89109
- Red Palms Lease: 3763 S. Las Vegas Blvd., Unit 3763B, Las Vegas, NV 89109
- Trailer Space: 3755 S. Las Vegas Blvd. (Trailer Space), Las Vegas, NV 89109

YOU ARE FURTHER COMMANDED to take with you the force of the City, if necessary, and cause said Tenants, subtenants, and occupants to be immediately removed from the below-listed premises no earlier than **July 16, 2022 at 12:01 a.m.** and allow the Landlord to have peaceable restitution of the same.

- Unit 101 Lease: 3743 S. Las Vegas Blvd., Unit 101, Las Vegas, NV 89109
- Ginseng BBQ Lease: 3765 S. Las Vegas Blvd., Unit 3765B, Las Vegas, NV 89109
- Ginseng Signage Lease: 3765 S. Las Vegas Blvd., Unit 3765B (Signage), Las Vegas, NV 89109

IT IS SO ORDERED.

Dated this 27th day of June, 2022

Mark Gibbons

VAO

Respectfully submitted by:

SNELL & WILMER L.L.P.

/s/ Charles E. Gianelloni
Charles E. Gianelloni, Esq.
Nevada Bar No. 12747
Aleem A. Dhalla, Esq.
Nevada Bar No. 14188
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
Attorneys for SG Vegas Owner LLC

Approved as to form and content by:

6CA 950 8583 2EA6

Mark Gibbons
Brandon L. Phillips, Attorney at Law, PLLC
District Court Judge

/s/ Brandon L. Phillips
Brandon L. Phillips, Esq.
Nevada Bar No. 12264
1455 E. Tropicana Avenue, Ste. 750
Las Vegas, NV 89119
Attorney for Adventures International, LLC's
and ITCO, Corporation

From: Brandon Phillips <blp@abetterlegalpractice.com>
Sent: Friday, June 24, 2022 4:12 PM
To: Dhalla, Aleem; Gianelloni, Charles
Cc: Maria Hernandez; Dunn, D'Andrea
Subject: RE: SG Vegas_Adventures & ITCO - Draft Order re Writ
Attachments: SG Vegas-Adventures_SAO re Writ 4862-3144-7078_5.docx

[EXTERNAL] blp@abetterlegalpractice.com

Dear All,

I have accepted the changes and attached a clean version for your final review. If no changes, you can affix my e-signature. My assistant is bringing over a check around 4:30pm to your office for Adventures. I believe ITCO was dropping off a check either yesterday or today.

Thank you,

BRANDON L. PHILLIPS, ATTORNEY AT LAW, PLLC

Brandon L. Phillips, Esq.
1455 E. Tropicana Ave., Suite 750
Las Vegas, Nevada 89119
Phone: 702-795-0097
Facsimile: 702-795-0098
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From: Dhalla, Aleem <adhalla@swlaw.com>
Sent: Friday, June 24, 2022 12:24 PM
To: Brandon Phillips <blp@abetterlegalpractice.com>; Gianelloni, Charles <cgianelloni@swlaw.com>
Cc: Maria Hernandez <mhernandez@abetterlegalpractice.com>; Dunn, D'Andrea <ddunn@swlaw.com>
Subject: RE: SG Vegas_Adventures & ITCO - Draft Order re Writ

Hi Brandon,

Good changes. I've incorporated your redlines (just making it consistent with how we've defined the parties). See attached.

Also, regarding ITCO rent, I suggest we just make both due on July 5. I think that is a good compromise to get closer to what the judge stated and the practical need for the tenant to calculate and pay.

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Adventures International, LLC,
Plaintiff(s)

CASE NO: A-22-851990-C

7 vs.

DEPT. NO. Department 9

8
9 SG Vegas Owner, LLC,
Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 6/27/2022

16 Sonja Dugan sdugan@swlaw.com

17 Charles Gianelloni cgianelloni@swlaw.com

18 Jill Math jmath@swlaw.com

19 Docket Docket docket_las@swlaw.com

20 Aleem Dhalla adhalla@swlaw.com

21 D'Andrea Dunn ddunn@swlaw.com

22 Brandon Phillips blp@abetterlegalpractice.com

23 Maria Hernandez mhernandez@abetterlegalpractice.com

24 Brandon Phillips blp@abetterlegalpractice.com

25

26

27

28