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2 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

3 GOLDEN ROAD MOTOR INN, INC., a
4 Nevada Corporation d/b/a ATLANTIS
5 CASINO RESORT SPA,

6 Appellant/Cross-Respondent,
7 vs.

8 SUMONA ISLAM, an individual,
9 Respondent/Cross-Appellant
10 and

11 MEI-GSR HOLDINGS LLC, a Nevada
12 limited liability company d/b/a GRAND
13 SIERRA RESORT which claims to be
14 the successor in interest to NAV-RENO-
15 GS, LLC,

16 Respondent.

17 SUMONA ISLAM, an individual,
18 Appellant

19 vs.

20 GOLDEN ROAD MOTOR INN, INC., a
21 Nevada Corporation d/b/a ATLANTIS
22 CASINO RESORT SPA,

23 Respondent.

24 MEI-GSR HOLDINGS LLC d/b/a
25 GRAND SIERRA RESORT,

26 Appellant/Cross-Respondent,
27 vs.

28 GOLDEN ROAD MOTOR INN, INC., a
Nevada Corporation d/b/a ATLANTIS
CASINO RESORT SPA,

Respondent/Cross-Appellant.

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**JOINT APPENDIX
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VOLUME XII – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

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This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

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VOLUME XV – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

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VOLUME XVI – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

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This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

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This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

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This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

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This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

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7 **This Volume is filed under seal pursuant to the Stipulated Protective Order**
8 **entered on August 27, 2012 by the district court (2 App. 347-357) and by**
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28	Trial Exhibit 21	
	Atlantis’ job description for Concierge Manager	
	(ATL 0286)	App. 4393-4394

1	Trial Exhibit 22	
2	Emails to / from Rackenberg/ DeCarlo	
	(ATL 0592).....	App. 4395-4396
3	Trial Exhibit 23	
4	Email regarding the hiring of Sumona Islam	
	(ATL 0210).....	App. 4397-4398
5	Trial Exhibit 24	
6	Frank DeCarlo's sent email	
	(ATL 0564).....	App. 4399-4400
7	Trial Exhibit 25	
8	Frank DeCarlo's sent email	
	(ATL 0492).....	App. 4401-4402
9	Trial Exhibit 26	
10	Frank DeCarlo's deleted email	
	(ATL 0321).....	App. 4403-4404
11	Trial Exhibit 27	
12	Frank DeCarlo's sent email	
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16	Frank DeCarlo's deleted email	
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19	Trial Exhibit 31	
20	GSR Rated Players of Sumona Islam prepared by The	
21	Financial Planning and Analysis Group and GSR Guest	
	Reports regarding Sumona Islam	
	(ATL 1001 – 1004).....	App. 4413-4417
22	Trial Exhibit 32	
	Expert report and CV of Jeremy A. Aguero.....	App. 4418-4450
23	Trial Exhibit 33	
24	Spreadsheet for offer dated April 1-23	
	(GSR-AMBROSE 0052-0061).....	App. 4451-4461
25	Trial Exhibit 34	
26	Spreadsheet for offer dated April 24-May 23	
	(GSR-AMBROSE 0001-0015).....	App. 4462-4477
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28	///	

1	Trial Exhibit 35	
2	Spreadsheet for offer dated April 24- May 23	
3	Non-Locals Duplicates	
4	(GSR-AMBROSE 0016-0018).....	App. 4478-4481
5	Trial Exhibit 36	
6	Spreadsheet for offer dated May 24 – June 19 Non-locals	
7	(GSR-AMBROSE 0092-0121).....	App. 4482-4512
8	<u>VOLUME XXII – FILED UNDER SEAL</u>	
9	This Volume is filed under seal pursuant to the Stipulated Protective Order	
10	entered on August 27, 2012 by the district court (2 App. 347-357) and by	
11	order of the district court during trial (19 App. 3948:12-13).	
12	Trial Exhibit 37	
13	Spreadsheet for offer dated June20 – July17 Non-Locals	
14	(GSR-AMBROSE 0062-0091).....	App. 4513-4543
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16	Spreadsheet for offer dated April 1- 23 Locals	
17	(GSR-AMBROSE 0032-0051).....	App. 4544-4564
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19	Spreadsheet for offer dated April 24- May 23	
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21	Trial Exhibit 40	
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26	(GSR-AMBROSE 0122-0159).....	App. 4580-4618
27	Trial Exhibit 42	
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	for Fitzgeralds related to Chau non-compete	
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2	Harrah's Employment Agreement provided	
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7	GSR 1935 - 1981	App. 4688-4735
8	Trial Exhibit 50	
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9	GSR 2029 – 2033.....	App. 4736-4741
10	<u>VOLUME XXIII – FILED UNDER SEAL</u>	
11	This Volume is filed under seal pursuant to the Stipulated Protective Order	
12	entered on August 27, 2012 by the district court (2 App. 347-357) and by	
13	order of the district court during trial (19 App. 3948:12-13).	
14	Trial Exhibit 51	
15	Hadley emails	
16	GSR 1982 - 2028	App. 4742-4789
17	Trial Exhibit 52	
18	Grand Sierra Resort Employee Handbook	
19	(GSR 02034 – 2064).....	App. 4790-4821
20	Trial Exhibit 53	
21	Resume of Abraham Pearson	App. 4822-4824
22	Trial Exhibit 54	
23	Concierge Lounge Schedules	
24	(ATL 0137 – 0151).....	App. 4825-4840
25	Trial Exhibit 55	
26	March 12, 2010 memo re Host Internet Access Agreement	
27	(ATL 0153).....	App. 4841-4842
28	Trial Exhibit 56	
	Network Access Requests signed by Sumona Islam	
	(ATL 0154-0165).....	App. 4843-4855
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	Online System User Agreement signed by Sumona Islam	
	(ATL 0166 – 0169).....	App. 4856-4860
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	(ATL 0626 – 0627).....	App. 4861-4863
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	Plaintiff's Seventeenth Supplemental	
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1 Trial Exhibit 60
Resume of Brandon C. McNeely
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2 Trial Exhibit 61
3 Atlantis Customer Lifetime Value calculations
and Harvard Business Review case study
4 (ATL 0973 – 0990)App. 4904-4922

5 Trial Exhibit 62
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6 Dictionary definition of “sabotage”
(ATL 0995 – 1000)App. 4923-4929

7 Trial Exhibit 63
8 Guest contact list prepared by Frank DeCarlo
at the direction of Debra Robinson
9 (ATL 1609)App. 4930-4931

10 Trial Exhibit 64
Email string dated 4/5/12 regarding guest Arsenault
11 (ATL 1617 – 1618)App. 4932-4934

12 Trial Exhibit 65
Email string dated 4/10/12 regarding guest Davidson
13 (ATL 1619 – 1620)App. 4935-4937

14 Trial Exhibit 66
Email dated 4/17/12 regarding guest Scheider
15 (ATL 1621)App. 4938-4939

16 Trial Exhibit 67
Portions of David Law’s personnel file,
17 redacted as to Social Security number
(ATL 1667 – 1681)App. 4940-4955

18 Trial Exhibit 68
Portions of Lilia Santos’ personnel file,
19 redacted as to Social Security number
20 (ATL 1682 – 1695)App. 4956-4970

21 **VOLUME XXIV – FILED UNDER SEAL**

22 **This Volume is filed under seal pursuant to the Stipulated Protective Order**
23 **entered on August 27, 2012 by the district court (2 App. 347-357) and by**
order of the district court during trial (19 App. 3948:12-13).

24 Trial Exhibit 69
Concierge Desk Schedules
25 (ATL 1740 – 1766)App. 4971-4998

26 Trial Exhibit 70
Emails regarding Ramon Mondragon
27 (ATL 1776 – 1785)App. 4999-5009

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1 Trial Exhibit 71
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2 Trial Exhibit 72
3 Internet Authorization Form signed by Sumona Islam
(ATL 0152).....App. 5024-5025

4 Trial Exhibit 73
5 Transcript of May 3, 2012 GSR Investigatory Interview
Recording with Sumona Islam
6 (GSR02130 – GSR02133).....App. 5026-5030

7 Trial Exhibit 74
Demonstrative exhibit
8 List of emails prepared by Mark Wray
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9 Trial Exhibit 75
10 Islam's Book of Trade produced to Atlantis
with notes from Atlantis
11 (ATL 0213 – 0265).....App. 5037-5090

12 Trial Exhibit 76
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13 Trial Exhibit 77
14 Compilation of GSR/Islam
Emails in chronological order.....App. 5093-5220

15 **VOLUME XXV – FILED UNDER SEAL**

16 **This Volume is filed under seal pursuant to the Stipulated Protective Order**
17 **entered on August 27, 2012 by the district court (2 App. 347-357) and by**
order of the district court during trial (19 App. 3948:12-13).

18 [Continued] Trial Exhibit 77
19 Compilation of GSR/Islam Emails
in chronological order.....App. 5221-5428

20 Trial Exhibit 78
21 Additional signature pages to Trade Secret
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22 and Code of Conduct Agreement
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23 Trial Exhibit 80
24 Full handwritten client list produced by Islam
(ISLAM 1- 276).....App. 5436-5470

25 ///

26 ///

27 ///

28 ///

VOLUME XXVI – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

[Continued] Trial Exhibit 80

Full handwritten client list produced by Islam
(ISLAM 1- 276)App. 5471-5712

Trial Exhibit 81

Letter to Mark Wray, Esq. from
Angela Bader, Esq. dated 10/15/12App. 5713-5718

VOLUME XXVII – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

Trial Exhibit 82

Email from Frank DeCarlo filed 2/22/11
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Trial Exhibit 83

Copy of handwritten client list
produced by Islam with notations
made during review on July 6-7, 2013App. 5730-5968

VOLUME XXVIII – FILED UNDER SEAL

This Volume is filed under seal pursuant to the Stipulated Protective Order entered on August 27, 2012 by the district court (2 App. 347-357) and by order of the district court during trial (19 App. 3948:12-13).

[Continued] Trial Exhibit 83

Copy of handwritten client list
produced by Islam with notations
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Trial Exhibit 84

Defendant's Responses to Plaintiff's
First Set of Request for Admission to Defendant
Nav-Reno-GS, LLC dba Grand Sierra Resort.....App. 6021-6049

Trial Exhibit 85

Handwritten note of Lilia Santos.....App. 6050-6052

COHEN-JOHNSON, LLC
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Joey Orduna Hastings
Clerk of the Court
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8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE COUNTY OF WASHOE**

10 GOLDEN ROAD MOTOR INN, INC., a Nevada
11 Corporation, d/b/a ATLANTIS CASINO
RESORT SPA,

Case No.: CV12-01171
Dept. No.: B7

12 Plaintiff,

13 vs.

14 SUMONA ISLAM, an individual; MEI-GSR
15 HOLDINGS LLC d/b/a GRAND SIERRA
RESORT; et.al.

16 Defendants.

17 **REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT**
18 **GSR'S RENEWED MOTION FOR ATTORNEYS FEES**

19 Now comes Defendant GSR by and through its attorneys of record H. Stan Johnson,
20 Esq. and Steven B. Cohen, Esq of the law firm of Cohen Johnson LLC and in reply to Plaintiff's
21 Opposition to GSR's Renewed Motion for Attorneys Fees states as follows:

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 This reply is based on the documents and pleadings already filed in the prior motion for
2 attorneys fees, the Points and Authorities attached hereto and any argument which the Court may
3 allow at a hearing of this matter.

4 .Dated This 18th Day of February 2014

5 COHEN-JOHNSON, LLC

6
7 /S/ H. STAN JOHNSON
8 H. STAN JOHNSON
9 Nevada Bar No. 00265
10 STEVEN B. COHEN, ESQ.
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16 Attorneys for Grand Sierra Resort

17
18 **POINTS AND AUTHORITIES**

19 **I LAW AND ARGUMENT**

20 Plaintiff has filed a motion which first asks the Court to suspend the briefing schedule
21 and requests that GSR be required to provide redacted copies of invoices to the Plaintiff. After
22 reviewing these invoices the Plaintiff then wishes to file an Opposition. Second the Plaintiff asks
23 the Court to deny the Motion and find that GSR is not entitled to attorneys' fees in this matter.

24 While the Court is well within its authority to permit Atlantis to review the redacted
25 invoices in this matter, Plaintiff objects to the Plaintiff's intention to again re-litigate the basis for
26 the fees awarded, other than to the amount. Plaintiff's opposition sets forth the arguments which
27 were previously made in the opposition to the initial motion for attorneys' fees which this Court
28 denied without prejudice. In denying the motion it was clear that the denial was based on the
need for clarification as to the fees sought, not that a basis for the award was lacking.

Plaintiff has already presented these arguments to the Court, in its original opposition to
the award of fees, as well as in its Motion for Stay of enforcement. Plaintiff has reargued these
same positions in its current Opposition, and appears to be asking the Court to let if present these
arguments again in its supplemental Opposition to our attorneys' fees based on a review of the

1 redacted bills. GSR objects to this constant re-argument of these issues, and asks the Court, if it
2 decides to allow Atlantis to review redacted bills, to limit any further briefing to the amount of
3 those bills. This request is made in the interest of both judicial economy and common sense,
4 and in anticipation that the Court will find GSR's request reasonable, will respond to the
5 Plaintiff's arguments in this reply, in hopes this is the last time it shall have to do so outside the
6 appeal.

7 **A. THE STIPULATION AS TO A TRO DOES NOT IMUNIZE ATLANTIS**
8 **FROM ITS MAINTAINING OF THE LITIGATION IN BAD FAITH.**

9 *Assuming Arguendo* that Atlantis initially filed this litigation in good faith, that cannot
10 immunize it from its bad faith conduct in continuing the litigation when it knew that the claims
11 of misappropriation against GSR were groundless. This egregious conduct continues when
12 Atlantis seeks to rely on the stipulation for a TRO as evidence of good faith, when the Court
13 deemed it evidence of bad faith. The Court found :

14 6. That Atlantis sought, obtained and maintained a preliminary
15 injunction in this matter that included names which Atlantis knew were not
16 trade secrets under NRS 600A.010 and continue to maintain that injunction
17 even when it knew that those names were (p)art of Sumona Islam's personal
book of trade in order to thwart competition for those players from GSR and
said conduct is evidence of bad faith entitled GSR to an award of attorney's
fees and costs.... (See Exhibit 1 P. 6 ll 17 – 21)

18 The Court further found:

19 5. That the failure of Atlantis to produce any credible evidence at trial
20 that GSR misappropriated trade secrets belonging to Atlantis constitutes bad
21 faith that is shown by the Plaintiff's knowledge of certain facts as set forth
22 in the findings of facts above; the decision to move forward against GSR
23 and the extent of the litigation against GSR despite a lack of direct evidence
24 against GSR. This is a sufficient basis for an award of attorney fees
25 pursuant to NRS 600A.060. Defendants are not required to prove a
negative and under the objective specious standard a lack of evidence in the
records of misappropriation; in addition to the actions as set forth above is
enough to show that the claim of misappropriation was made in bad faith.
(*Sasco v. Rosendin Electric Inc.* 143 Cal. Rptr.3d 828, 207 Cal. App. 4th 837
(CA 2012) and entitles GSR to Attorney's fees and costs in this matter. (See
Exhibit 1 P. 6 ll 6-16

1 Plaintiff is under the erroneous impression, or perhaps merely indulging in wishful
2 thinking, that absent evidence that it knew its claims were without merit at the time of filing, it
3 cannot be held responsible for its continuation of the litigation, long after the lack of merit was
4 evident. Instead Plaintiff is once again attempting to reinterpret the Court's findings in its favor.
5 The entitlement of GSR to attorneys' fees pursuant to NRS600A.060 is clear. Atlantis' own
6 witnesses admitted that Sumona Islam was entitled to take with her the names contained within
7 her book of business, which Atlantis intentionally included those names as having been
8 misappropriated when it obtained the TRO, and continued to do so, even through the
9 unsuccessful post trial motion to stay enforcement. No clearer evidence of bad faith need be
10 shown than the Plaintiff's continued attempt to re-litigate this matter by continuing to challenge
11 the Court's factual and legal findings on the merits through collateral attacks on the fee award.

12 Atlantis also argues that in determining the attorneys' fees under NRS 600A.060 the
13 Court should limit the award based on the Offer of Judgment. Considering that Atlantis argues
14 that no valid offer of judgment was ever made, this argument is ludicrous. Atlantis' bad faith
15 was not the result of its failure to accept the offer of judgment, but the fact that it knew it had
16 deliberately included names in its suit which were legally the property of Sumona Islam, and its
17 inability to produce any credible evidence that GSR misappropriated trade secrets.

18 **B. GSR IS ENTITLED TO ATTORNEYS' FEES BASED ON THE OFFER OF**
19 **JUDGMENT REJECTED BY ATLANTIS.**

20 GSR has an independent basis for an award of attorneys' fees based on the Plaintiff's
21 Rejection of GSR's Offer of Judgment. The Offer was timely made and Plaintiff's rejection was
22 unreasonable in view of the lack of credible evidence. Moreover the Defendant has
23 demonstrated that an award in its favor is consistent with the factors enumerated in Beattie v.
24 Thomas, 99 Nev. 579, 668 P.2d 268 (Nev. 1983)as:

25 (1) whether the plaintiff's claim was brought in good faith; (2) whether the
26 defendants' offer of judgment was reasonable and in good faith in both its timing
27 and amount; (3) whether the plaintiff's decision to reject the offer and proceed to
28

1 trial was grossly unreasonable or in bad faith; and (4) whether the fees sought by
2 the offeror are reasonable and justified in amount.*id at p.274*

3 1. While the initial filing of the lawsuit may have been in good faith, the Court
4 determined that the continuance of the litigation when there was no credible evidence in support
5 of the claims constituted bad faith. Plaintiff was aware of this lack of supporting evidence long
6 before the time of the filing of the Offer of Judgment.

7 2. Plaintiff's offer of judgment was reasonable and in good faith in both its timing
8 and amount. The offer was made in May 2013, following the close of discovery and two months
9 prior to trial, before Defendants counsel would enter into a phase of concentrated trial
10 preparation. Plaintiff had received and reviewed the report of the Defendant's expert which set
11 damages at an amount of less than \$20,000.00.

12 3. Plaintiff's rejection of the \$75,000.00 Offer was grossly unreasonable and or in
13 bad faith. At the time the Plaintiff rejected the Offer of Judgment knew that it had no credible
14 evidence supporting the claims that GSR has misappropriated trade secrets and had reviewed the
15 report of Jeremy Aguero showing that any potential damages against GSR were less than
16 \$20,000.00 and therefore a rejection was not reasonable under the circumstances.

17 4. The attorneys sought are reasonable in amount and justified. The trial counsel in
18 this matter, H. Stan Johnson, Esq. and Steven B. Cohen, Esq. are both seasoned and experienced
19 trial attorneys, each of whom has been in practice for more than 25 years. Moreover, the
20 heaviest concentration of billing was incurred in the actual preparation for and attendance at trial.
21 Had Plaintiff accepted the Offer of Judgment in May the billings would have been far less.
22 Having rejected the offer of judgment the Plaintiff is in no position to complain that the
23 Defendant's counsel spent too much time preparing for trial.

24 Defendant's counsel had an obligation to expend all the time necessary to prepare GSR's
25 defense and to prevail at trial. Plaintiff now appears to be admitting that its claims were so
26 frivolous in nature that it was unnecessary for the Defendant to prepare at all, and should have
27 been able to prevail without effort. Plaintiffs were seeking a multi-million dollar award of
28 damages and a permanent injunction against GSR as well as punitive damages. The documents

1 produced at trial and in discovery consisted of thousands of pages of e-mails and other
2 documents and embraced elements of both tort and contract law, as well as the law of trade
3 secrets. To now claim that this was not a major litigation, requiring minimum preparation is
4 ludicrous.

5 Atlantis also seeks to attack the hourly amount billed for the attorney's respective time.
6 Mr. Johnson has been a member of the Nevada Bar for over 25 years. Ms. Kinnally has been a
7 member of the Nevada Bar since 1998 but prior to relocating to Las Vegas practiced law in Cook
8 County Illinois since 1981. The fact that Mr. Dotson, reduced his fees, does not require GSR's
9 attorneys to do so, nor make Defendant's attorneys unreasonable for not doing so. Nor do the
10 fees his firm charges establish either the standard or the maximum award for attorneys' fees.
11 The fees charged by Cohen Johnson are within a reasonable range of hourly fees charged by
12 attorneys of similar experience in the area of business litigation.

13 **C. COHEN JOHNSON'S VOLUNTARY REDUCTION IN FEES WAS IN**
14 **ACCORD WITH THE COURT'S DIRECTIONS.**

15 Plaintiff also objects to the fact that Cohen Johnson reduced its fees to reflect the Court's
16 directions. The Court deemed that costs incurred for Mr. Cohen were not recoverable, and
17 assuming that the Court would take a similar position concerning Mr. Cohen's time, voluntarily
18 relinquished any claims for time which the Court might have found duplicative. Mr. Johnson
19 also reviewed all the invoices, and made similar emendations where he felt appropriate.
20 However, if this truly offends the Plaintiff, Cohen Johnson will happily seek reimbursement of
21 those additional billings.

22 **D. CONCLUSION**

23 For all the reasons cited above the Court should award the Defendant its requested
24 attorney's fees against Atlantis and enter a judgment against Atlantis for the same. Therefore
25 Defendants ask that this Court to enter an Order:

26 1. Confirming the findings that Plaintiff maintained this action in bad faith and that
27 Defendant GSR is entitled to its attorney's fees ;
28

2. Finding that the Defendant's Offer of Judgment was properly served on Plaintiff on May 20, 2013, more than ten days prior to the trial;

3. Finding that the Defendant has demonstrated its entitlement to fees under Nevada law based on a consideration of both the *Brunzell* and *Beattie* factors;

4. Finding that the attorney's fees sought are reasonable and justified;

5. Awarding Defendants attorney's fees in the amount of \$391,932.80;

6. Confirming the prior award of costs in the amount of \$15, 540.85;

7. Granting Defendant GSR a judgment against Atlantis in the amount of \$406,789.59 consisting of \$391,932.80 in attorney fees and \$15,540.85 in costs.

8. Granting Defendant GSR post judgment interest in the statutory amount.

9. Such other and further relief as this court deems equitable and just

.Dated This 18th Day of February, 2014

COHEN-JOHNSON, LLC

/S/ H. STAN JOHNSON

H. STAN JOHNSON

Nevada Bar No. 00265

TERRY KINNALLY, ESQ.

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Attorneys for Grand Sierra Resort

Affirmation Pursuant to NRSB.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated This 18th Day of September 2013

COHEN-JOHNSON, LLC

/S/ H. STAN JOHNSON

H. STAN JOHNSON

Nevada Bar No. 00265

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INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION OF DOCUMENTS PROVIDED IN SUPPORT OF COSTS:	PAGES
1	Findings of Fact and Conclusions of Law and Judgment	3

CERTIFICATE OF MAILING

I hereby certify that on the 18th day of February, 2014, I served a copy of the foregoing
MEMORANDUM OF COSTS WITH SUPPORTING DOCUMENTATION upon each of
the parties via email and by depositing a copy of the same in a sealed envelope in the United
States Mail, Las Vegas, Nevada, First-Class Postage fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
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Attorney for Sumona Islam

and that there is a regular communication by mail between the place of mailing and the places so
addressed.

/s/ Kelly J. Montgomery
An employee of Cohen-Johnson, LLC

Exhibit “1”

Exhibit “1”

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13 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
14 **IN AND FOR THE COUNTY OF WASHOE**

15 **GOLDEN ROAD MOTOR INN, INC., a Nevada**
16 **Corporation, d/b/a ATLANTIS CASINO**
17 **RESORT SPA,**

18 Plaintiff,

19 vs.

20 **SUMONA ISLAM, an individual; MEI-GSR**
21 **HOLDINGS LLC d/b/a GRAND SIERRA**
22 **RESORT; et.al.**

23 Defendants.

Case No.: CV12-01171
Dept. No.: B7

24 **FINDINGS OF FACT AND**
25 **CONCLUSIONS OF LAW AND**
26 **JUDGMENT**

27 This matter came on for a non-jury trial on July 1, 2013 before the Honorable Patrick
28 Flanagan, District Judge, presiding. The Court having heard the testimony of witnesses, reviewed
the exhibits submitted into evidence and having heard the argument of Counsel finds in favor of
the Defendant MEI-GSR HOLDINGS, LLC, d/b/a GRAND SIERRA RESORT on all causes of
action alleged against it and awards Defendant MEI-GSR HOLDINGS LLC d/b/a GRAND
SIERRA RESORT attorneys' fees pursuant to NRS 600A.060 and costs pursuant to NRS 18.110
and further makes the following findings of fact and conclusions of law

29 **FINDINGS OF FACTS:**

- 30 1. That in 2005 Sumona Islam became a casino host for Harrah's Casino in Reno.
- 31 2. That during the course of her employment with Harrah's she developed a list of
32 players with information concerning those players commonly known as her "book of trade"
- 33 3. In April 2008 Sumona Islam left Harrah's and became employed by Plaintiff

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Clerk of the Court
Transaction # 4028835

1 Golden Road Motor Inn as a host at the Atlantis Casino.

2 4. At the time of her employment at Atlantis, Sumona provided a copy of her "book
3 of trade" to Atlantis which was incorporated into the Atlantis data base. During her employment
4 with Atlantis, she obtained additional players whom she included in her "book of trade".

5 5. In January 2011 Sumona Islam entered into a non-competition agreement with the
6 Atlantis which provided that she could not be employed by any casino in any capacity within 150
7 mile radius for one year from her termination of employment with Atlantis.

8 6. In January 2012 she applied for a position as an executive casino host with GSR,
9 a hotel casino in Reno owned by Defendant MEI-GSR HOLDINGS INC.

10 7. She informed GSR of her non-competition agreement with Atlantis and provided
11 a copy of that document to GSR. GSR sent the document to its counsel for review and received
12 an opinion that the agreement was unenforceable as written.

13 8. At the time of her hiring GSR through its agents told Sumona Islam not to bring
14 any information from Atlantis, except for herself and her relations.

15 9. Although Ms. Islam was in possession of spiral notebooks in which she had
16 copied information from the Atlantis' data base, she did not give or show those notebooks to
17 anyone at GSR.

18 10. Upon her hiring in January 2012, Sumona entered certain information from her
19 "book of trade" into the GSR database. This consisted of approximately 200 guests, that she
20 wished to be assigned to her as a host based on her statement that she had prior relationships with
21 these individuals.

22 11. The GSR database restricted the information which could be inputted by hosts to
23 a player's name, address telephone number and contract information and has no fields in which
24 Sumona could have inputted player ratings, casino credit history, or player history.

25 12. A customer's name, address and contact information are not trade secrets.
26 For purposes of this litigation it was determined that the following would constitute a trade secret

27 a) player tracking records;

28 b) other hosts customers;

- c) initial buy-ins;
- d) level of play;
- e) table games;
- f) time of play;
- g) customer's personal information such as a Social Security number
- h) customer's casino credit;
- i) customer's location, whether they're international, regional or local player beyond any information contained within the customer's address;
- j) marketing strategy;
- k) customer's birth date;
- l) customer's tier ratings;
- m) comp information ;
- n) player's history of play;
- o) player's demographics;
- p) players' financial information;
- q) company's financial information;
- r) company's marketing strategy;
- s) other employee's information and customer information.

13. In April 2012 house counsel for Atlantis sent a letter to GSR stating that Sumona had taken proprietary information from the Atlantis computers and changed other customer information in the Atlantis database.

14. Counsel for GSR informed plaintiff that Ms. Islam denied taking any proprietary information from Atlantis and requested Atlantis to provide the information which it believed had been misappropriated by Ms. Islam. Plaintiff did not provide any information.

15. Atlantis filed suit against Ms. Islam and GSR alleging that GSR had tortuously interfered with Atlantis' non-competition agreement, tortuously interfered with a prospective economic advantage belonging to Atlantis and violation of NRS 600A.010 commonly known as the Nevada Trade Secret Act.

1 16. Plaintiff sought a preliminary injunction which enjoined GSR from using any
2 information provided to it from Sumona Islam. GSR took reasonable steps to insure good faith
3 and timely compliance with the injunction.

4 17. Atlantis knew that among the names it claimed were misappropriated were names
5 which were legally and properly included in Ms. Islam's "book trade" but despite this knowledge
6 brought and obtained an injunction preventing GSR from marketing to these individuals from
7 August 27, 2012 through the trial of this matter in 2013.

8 18. Atlantis presented no credible evidence that GSR had a duty to investigate the
9 names in Ms. Islam's "book of trade" beyond making inquiries of Ms. Islam. To the contrary
10 there was credible testimony that casinos have a right to rely on the host's statements.

11 19. GSR provided a list of all the names and information concerning those individuals
12 added to the GSR data base by Ms. Islam which showed that the information was limited to the
13 individual player's name, address and contact information. None of which constitutes a trade
14 secret under NRS 600A .10.

15 20. Atlantis presented no credible evidence that GSR had tortuously interfered with
16 its non-competition agreement with Islam. Atlantis knew that GSR had hired Ms. Islam based on
17 its attorneys legal opinion that the agreement was overly broad in denying Ms. Islam the right to
18 work in any capacity in any casino. Atlantis further knew or should have known that the non-
19 competition agreement was overly broad and unenforceable and unenforceable as a matter of law
20 but continued to prosecute the claim.

21 21. Atlantis presented no credible evidence that GSR misappropriated any
22 information constituting a trade secret and in fact maintained the litigation and the injunction to
23 include names of persons which it knew and admitted at trial were legally in Ms. Islam's book of
24 business and that she was entitled to provide to GSR.

25 22. Atlantis continued and maintained the litigation against GSR for misappropriation
26 of trade secrets even when it knew that GSR was acting in good faith by relying on Ms. Islam's
27 assertions concerning her "book of trade" and knew that the customer information provided by
28 Ms. Islam was limited to the customers' name, address, telephone number and contact

1 information.

2 23. GSR did not misappropriate a trade secret belonging to Atlantis;

3 24. GSR did not tortuously interfere with a contract between Sumona Islam and
4 Atlantis.

5 25. GSR did not interfere with a prospective economic advantage belonging to
6 Atlantis.

7 26. There is a lack of any evidence in the record that supports the claim of Atlantis
8 that GSR misappropriated Atlantis' trade secrets and therefore, Atlantis has failed to meet its
9 burden of proof.

10 27. That early on in the litigation Defendant Islam admitted that she had taken certain
11 information from ATLANTIS in the form certain spiral notebooks.

12 28. That early on in the litigation Defendant Islam testified that she had not shown the
13 information in the form of the spiral notebooks to any representative of GRS.

14 29. That early on in the litigation Defendant Islam testified and confirmed that she
15 was told by the representatives of GSR not to bring anything with her except for herself and her
16 relationships.

17 30. That early on in the litigation Defendant Islam testified and confirmed that she
18 had told representatives of GSR that she did not bring trade secret information with her or that
19 she had information belonging to ATLANTIS.

20

21 **CONCLUSIONS OF LAW:**

22 1. The non-competition agreement between Sumona Islam and Atlantis, in
23 prohibiting casino employment in any capacity was overly broad and unenforceable as a matter
24 of law.

25 2. That absent an enforceable employment contract or non-competition agreement
26 with Atlantis, GSR could not as a matter of law, interfere with contractual relations between
27 Sumona and Atlantis.

28 3. A customer's name address, and contact information is not a trade secret under

1 NRS 600A.010. GSR did not misappropriate any trade secrets which belonged to Atlantis by
2 allowing Sumona Islam to upload this information into its data base.

3 4. GSR did not improperly obtain the information concerning players listed above as
4 set forth in 600A.030 and had a good faith reliance on Ms. Islam's assurances that all the names
5 provided were part of her personal "book of trade"

6 5. The failure of Atlantis to produce any credible evidence at trial that GSR
7 misappropriated trade secrets belonging to Atlantis constitutes ~~"objective speciousness"~~. That ~~subjective~~ ^{that} bad faith is shown by the Plaintiff's knowledge of certain facts as set forth in the
8 findings of facts above; the decision to move forward against GSR and the extent of the litigation
9 against GSR despite a lack of direct evidence against GSR. This is a sufficient basis for an
10 award of attorney fees pursuant to NRS 600.060. Defendants are not required to prove a
11 negative and under the objective specious standard a lack of evidence in the record of
12 misappropriation; in addition to the actions as set forth above; is enough to show that the claim
13 of misappropriation was made in bad faith (*Sasco v. Rosendin Electric Inc.*, 143 Cal. Rptr. 3d
14 828, 207 Cal. App 4th 837 (CA 2012)) and entitles GSR to Attorney's fees and costs in this
15 matter.
16

17 6. That Atlantis sought, obtained, and maintained a preliminary injunction in this
18 matter that included names which Atlantis knew were not trade secrets under NRS 600A.010 and
19 continued to maintain that injunction even when it knew that those names were art of Sumona
20 Islam's personal book of trade in order to thwart competition for those players from GSR and
21 said conduct is evidence of bad faith entitling GSR to an award of attorney's fees and costs.

22 7. That the claims against GSR are dismissed and judgment entered in favor of the
23 Defendant GSR and GSR is entitled to an award of costs pursuant to NRS 18.110.

24 8. GSR is also entitled to bring an appropriate motion for fees and costs pursuant to
25 an offer of judgment dated May 20, 2013 under NRCPP 68 and NRS 17.115.
26
27
28

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

CONCLUSION

9. Judgment in favor of Defendant GSR against Plaintiff ATLANTIS.

DATED THIS 27 DAY OF SEPTEMBER 2013

Barick Flanagan
DISTRICT JUDGE

Submitted by:

/s/ H. Stan Johnson
H. Stan Johnson, Esq.
Nevada Bar No. 00265
Terry Kinnally, Esq.
Nevada Bar No. 06379
COHEN JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Attorneys for MEI-GSR HOLDINGS LLC

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

GOLDEN ROAD MOTOR INN, INC.,
a Nevada corporation, dba ATLANTIS
CASINO RESORT SPA,

Plaintiff,

vs.

Case No.: CV12-01171

SUMONA ISLAM, an individual,
NAV-RENO-GS, LLC, a Nevada
limited liability company, dba GRAND
SIERRA RESORT; ABC
CORPORATIONS; XYZ
PARTNERSHIPS; and JOHN DOES I
through X, inclusive,

Dept. No.: 7

Defendants.

FIRST AMENDED ORDER

On August 5, 2013, Plaintiff, GOLDEN ROAD MOTOR INN, INC., dba ATLANTIS CASINO RESORT SPA (hereafter Atlantis), filed its *Verified Memorandum of Costs*. On August 7, 2013 Defendant, SUMONA ISLAM (hereafter Islam), filed her *Motion to Retax Costs*. On August 19, 2013, Atlantis filed its *Opposition to Defendant Sumona Islam's Motion to Retax Costs and Affidavit of Counsel in Support of Plaintiff's Opposition to Defendant Sumona Islam's Motion to Retax Costs*. On September 3, 2013, Islam filed her *Reply in Support of Motion to Retax Costs*.

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2 and *Affidavit of Counsel in Support of Plaintiff's Motion for Costs and Attorney's*
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5 *Affidavit of Counsel in Support of Plaintiff's Reply to Motion* and submitted the
6 matter for decision.

7 On September 30, 2013, Defendant, MEI-GSR HOLDINGS LLC dba GRAND
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9 October 3, 2013, Atlantis filed its *Motion to Retax Costs of Defendant Grand Sierra*
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12 *Reply in Support of Plaintiff's Motion to Retax Costs of Defendant Grand Sierra*
13 *Resort* and submitted the matter for decision.

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15 November 1, 2013, Islam filed her *Response to Grand Sierra's Motion for Attorney's*
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17 *of Attorney's Fees and Costs and Affidavit of Counsel in Support of Plaintiff's*
18 *Opposition to GSR's Motion for Award of Attorney's Fees and Costs*.

19
20 **Costs: Atlantis**

21 The Atlantis seeks recovery of \$17,130.61 in costs pursuant to NRS 18.020.
22 This court has reviewed the invoices filed in support of the requests for cost
23 reimbursement. This court finds the costs expended by the Plaintiff in this matter
24 to be both reasonable and necessary. This Court has also reviewed the
25 documentation and billing to determine the allocation of costs attributable to work
26 performed against Defendant Islam and co-defendant Grand Sierra. This court finds
27 that all but \$60.00 is attributed to Ms. Islam. Therefore, Plaintiff is hereby awarded
28 costs in the amount of **\$17,070.61**.

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2 Grand Sierra seeks recovery of \$37,009.74 in costs pursuant to NRS 18.110.
3 Included in the request is \$18,026.15 in expert witness fees for Mr. Aguero. This
4 request is extraordinary. This requests is deficient in itemization and justification.
5 This court has reviewed Mr. Aguero's report.(Ex. 37) The majority of his report
6 consists of his resume. While this court relied upon Mr. Aguero's report in
7 formulating its finding, this resulted in an award of damages of \$23,874.00.¹ Based
8 upon the court's review of the expert report, the witness' testimony and the final
9 award, the court reduces the award of expert witness fees to \$3,000.00.

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11 transcripts. While undoubtedly of some assistance to trial counsel, this expense is
12 not a necessary cost of litigation.

13 Grand Sierra seeks \$11,337.79 in travel and lodging expenses for counsel.
14 Grand Sierra is seeking to recoup the expenses of air, rental car, meals and lodging
15 for both Mr. Johnson and Mr. Cohen.² Mr. Johnson represented the Grand Sierra
16 at trial, giving the opening statement, cross-examining witnesses, presenting the
17 Grand Sierra's case-in-chief and closing arguments. While Mr. Cohen undoubtedly
18 provided some assistance to Grand Sierra, his participation was more opaque.³ This
19 court is without any information as to Mr. Cohen's participation in pretrial
20 proceedings or incurred other expenses involved in this litigation. Grand Sierra
21 provides scant documentation and itemization to support these expenses. As such,
22 this court finds an award for costs of travel and lodging for Mr. Johnson to be more
23 appropriate in this case. This court will excise the \$4,369.50 sought for Mr. Cohen's
24 airfare travel to Reno. Therefore, Defendant Grand Sierra Resort is awarded costs
25 in the amount of **\$15,540.85**.

26
27
28 ¹ The final award of \$43,874 included \$20,000 in punitive damages not attributable to Mr. Aguero's work.

² Defendant Grand Sierra Resorts employed Johnson/Cohen, a Las Vegas firm whose principals attended every day of trial. Any adjustment in the award of costs is no reflection on the client's choice of Las Vegas counsel.

³ Mr. Cohen did raise one objection at trial, which was sustained.

1 **The Award of Attorney's Fees**

2 Generally speaking, the district court may not award attorneys' fees absent
3 authority under statute, rule, or contract.⁴ The Nevada Supreme Court has upheld
4 an award of attorney's fees to a "prevailing party."⁵ After weighing all the relevant
5 factors, the district court may award up to the full amount of fees requested.

6 On the other hand, where the court has failed to consider many factors,
7 and/or has made no findings based upon the evidence that the attorney's fees are
8 reasonable and justified, it is an abuse of discretion for the court to award the full
9 amount of fees requested. *Beattie v. Thomas*, 99 Nev. 579, 588, 688 P.2d 268, 274
10 (1983); *but see MRO Communications, Inc. v. AT&T Co.*, 197 F.3d 1276, 1284 (9th
11 Cir. 1999)(where affidavits and exhibits submitted in support, and in opposition to,
12 the motion for attorneys' fees were sufficient to enable a court to consider each of
13 the four factors outlined in *Beattie* and conclude the amount of fees was reasonable
14 and justified, the court did not abuse its discretion in awarding attorney's fees
15 without making specific findings on the four factors).

16 In this case, this court presided over this entire litigation, culminating in a
17 multi-week bench trial. As such, this court is familiar with the quality of the
18 advocacy of the attorneys, the character of the work performed by the lawyers and
19 the result of those efforts. The court has considered the *Beattie* factors in reaching
20 its findings.

21 This court has also considered Defendant Islam's objections and request for
22 apportionment of fees between herself and co-defendant Grand Sierra Resort. This
23 court has reviewed plaintiff's billing invoices in an attempt to allocate fees between
24 the co-defendants. This court has reviewed, *in camera*, the billing statements of
25

26
27 ⁴ See *Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 132 P.3d 1022, 1028 (2006), *citing State Department of*
Human Resources v. Fowler, 109 Nev. 782, 784, 858 P.2d 375,376 (1993).

28 ⁵ For attorneys' fees purposes, a plaintiff is prevailing if he succeeds on any significant issue in litigation which
achieves some of the benefit he sought in bringing the suit. See *Women's Federal Savings & Loan Association v.*
Nevada National Bank, 623 F.Supp. 401, 404 (D. Nev. 1987).

1 counsel for the Atlantis and Grand Sierra. This court finds apportionment of fees
2 sought by Atlantis against Ms. Islam to be appropriate in this case.

3 **The Atlantis Attorney's Fees**

4 The Atlantis seeks an award of \$364,422.00 in attorney's fees against Ms.
5 Islam. In reviewing the invoices of Atlantis counsel, this court finds that 84.71% of
6 the fees in this matter were expended toward the claims asserted against Ms.
7 Islam. This court finds the fees to be reasonable and justified. Based upon said
8 review, Plaintiff is hereby awarded attorney's fees in the amount of **\$308,711.00**.

9 **The Grand Sierra Resort Attorney's Fees**

10 By separate *Order* dated November 6, 2013, this court has directed counsel
11 for the Grand Sierra to submit a more detailed billing statement in support of their
12 *Motion for Attorney's Fees*. Therefore, at this time, Grand Sierra's *Motion for*
13 *Attorney's Fees* is **DENIED without prejudice**.

14 **IT IS ORDERED:**

15 Plaintiff Atlantis is awarded **\$17,070.61** in costs and **\$308,711.00** in
16 attorney's fees.

17 Defendant Grand Sierra is awarded **\$15,540.85** in costs. Grand Sierra's
18 *Motion for Attorney's Fees* is **DENIED without prejudice**.

19 DATED this 10 day of ^{MARCH, 2014} ~~October, 2013~~.

20
21 
22 Patrick Flanagan
23 DISTRICT COURT JUDGE
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Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,
Mark Wray, Esq. for Sumona Islam; and
H. Johnson, Esq. for GSR Enterprises

Stephan Sims
Judicial Assistant

1 **2540**

2 ROBERT A. DOTSON, ESQ.

3 Nevada State Bar No. 5285

4 rdotson@laxalt-nomura.com

5 ANGELA M. BADER, ESQ.

6 Nevada State Bar No. 5574

7 abader@laxalt-nomura.com

8 LAXALT & NOMURA, LTD.

9 9600 Gateway Drive

10 Reno, Nevada 89521

11 Tel: (775) 322-1170

12 Fax: (775) 322-1865

13 Attorneys for Plaintiff

14 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

15 **IN AND FOR THE COUNTY OF WASHOE**

16 GOLDEN ROAD MOTOR INN, INC., a Nevada
17 Corporation, d/b/a ATLANTIS CASINO
18 RESORT SPA

Case No.: CV12-01171

Dept No.: B7

19 Plaintiff,

20 vs.

21 SUMONA ISLAM, an individual; MEI-GSR
22 HOLDINGS LLC, a Nevada limited liability
23 company, d/b/a GRAND SIERRA RESORT;
24 ABC CORPORATIONS; XYZ
25 PARTNERSHIPS; AND JOHN DOES I through
26 X, inclusive.

27 Defendants.

28 **NOTICE OF ENTRY OF FIRST AMENDED ORDER**

PLEASE TAKE NOTICE that a First Amended Order awarding attorney's fees and costs
was entered on March 10, 2014. A copy of said Order is attached hereto as Exhibit 1.

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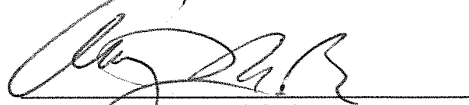
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Affirmation Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated this 13th day of March, 2014.

LAXALT & NOMURA, LTD.



ROBERT A. DOTSON

Nevada State Bar No. 5285

ANGELA M. BADER

Nevada State Bar No. 5574

9600 Gateway Drive

Reno, Nevada 89521

(775) 322-1170

Attorneys for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of LAXALT &
3 NOMURA, LTD., and that on this date, I caused to be served a true and correct copy of the
4 foregoing by:

- 5 ☒ (BY MAIL) on all parties in said action, by placing a true copy thereof enclosed
6 in a sealed envelope in a designated area for outgoing mail, addressed as set forth
7 below. At the Law Offices of Laxalt & Nomura, mail placed in that designated
8 area is given the correct amount of postage and is deposited that same date in the
9 ordinary course of business, in a United States mailbox in the City of Reno,
10 County of Washoe, Nevada.
- 11 ☒ By electronic service by filing the foregoing with the Clerk of Court using the E-
12 Flex system, which will electronically mail the filing to the following individuals.
- 13 ☐ (BY PERSONAL DELIVERY) by causing a true copy thereof to be hand
14 delivered this date to the address(es) at the address(es) set forth below, where
15 indicated.
- 16 ☐ (BY FACSIMILE) on the parties in said action by causing a true copy thereof to
17 be telecopied to the number indicated after the address(es) noted below.
- 18 ☐ Reno/Carson Messenger Service.
- 19 ☒ By email to the email addresses below.

20 addressed as follows:

21 Steven B. Cohen, Esq.
22 Stan Johnson, Esq.
23 Terry Kinnally, Esq.
24 Cohen-Johnson, LLC
25 255 E. Warm Springs Rd, Ste 100
26 Las Vegas, NV 89119

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, NV 89509
mwray@markwraylaw.com

scohen@cohenjohnson.com
sjohnson@cohenjohnson.com
tkinnally@cohenjohnson.com

27 DATED this 13 day of March, 2014.

28 
L. MORGAN BOGUMIL

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INDEX OF EXHIBITS

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Clerk of the Court
Transaction # 4342406

EXHIBIT 1

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22 this court finds an award for costs of travel and lodging for Mr. Johnson to be more
23 appropriate in this case. This court will excise the \$4,369.50 sought for Mr. Cohen's
24 airfare travel to Reno. Therefore, Defendant Grand Sierra Resort is awarded costs
25 in the amount of \$15,540.85.

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28 ¹ The final award of \$43,874 included \$20,000 in punitive damages not attributable to Mr. Aguero's work.

² Defendant Grand Sierra Resorts employed Johnson/Cohen, a Las Vegas firm whose principals attended every day of trial. Any adjustment in the award of costs is no reflection on the client's choice of Las Vegas counsel.

³ Mr. Cohen did raise one objection at trial, which was sustained.

1 **The Award of Attorney's Fees**

2 Generally speaking, the district court may not award attorneys' fees absent
3 authority under statute, rule, or contract.⁴ The Nevada Supreme Court has upheld
4 an award of attorney's fees to a "prevailing party."⁵ After weighing all the relevant
5 factors, the district court may award up to the full amount of fees requested.

6 On the other hand, where the court has failed to consider many factors,
7 and/or has made no findings based upon the evidence that the attorney's fees are
8 reasonable and justified, it is an abuse of discretion for the court to award the full
9 amount of fees requested. *Beattie v. Thomas*, 99 Nev. 579, 588, 688 P.2d 268, 274
10 (1983); *but see MRO Communications, Inc. v. AT&T Co.*, 197 F.3d 1276, 1284 (9th
11 Cir. 1999)(where affidavits and exhibits submitted in support, and in opposition to,
12 the motion for attorneys' fees were sufficient to enable a court to consider each of
13 the four factors outlined in *Beattie* and conclude the amount of fees was reasonable
14 and justified, the court did not abuse its discretion in awarding attorney's fees
15 without making specific findings on the four factors).

16 In this case, this court presided over this entire litigation, culminating in a
17 multi-week bench trial. As such, this court is familiar with the quality of the
18 advocacy of the attorneys, the character of the work performed by the lawyers and
19 the result of those efforts. The court has considered the *Beattie* factors in reaching
20 its findings.

21 This court has also considered Defendant Islam's objections and request for
22 apportionment of fees between herself and co-defendant Grand Sierra Resort. This
23 court has reviewed plaintiff's billing invoices in an attempt to allocate fees between
24 the co-defendants. This court has reviewed, *in camera*, the billing statements of
25

26
27 ⁴ See *Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 132 P.3d 1022, 1028 (2006), *citing State Department of*
28 *Human Resources v. Fowler*, 109 Nev. 782, 784, 858 P.2d 375,376 (1993).

⁵ For attorneys' fees purposes, a plaintiff is prevailing if he succeeds on any significant issue in litigation which achieves some of the benefit he sought in bringing the suit. See *Women's Federal Savings & Loan Association v. Nevada National Bank*, 623 F.Supp. 401, 404 (D. Nev. 1987).

1 counsel for the Atlantis and Grand Sierra. This court finds apportionment of fees
2 sought by Atlantis against Ms. Islam to be appropriate in this case.

3 **The Atlantis Attorney's Fees**

4 The Atlantis seeks an award of \$364,422.00 in attorney's fees against Ms.
5 Islam. In reviewing the invoices of Atlantis counsel, this court finds that 84.71% of
6 the fees in this matter were expended toward the claims asserted against Ms.
7 Islam. This court finds the fees to be reasonable and justified. Based upon said
8 review, Plaintiff is hereby awarded attorney's fees in the amount of **\$308,711.00**.

9 **The Grand Sierra Resort Attorney's Fees**

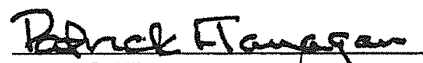
10 By separate *Order* dated November 6, 2013, this court has directed counsel
11 for the Grand Sierra to submit a more detailed billing statement in support of their
12 *Motion for Attorney's Fees*. Therefore, at this time, Grand Sierra's *Motion for*
13 *Attorney's Fees* is **DENIED without prejudice**.

14 **IT IS ORDERED:**

15 Plaintiff Atlantis is awarded **\$17,070.61** in costs and **\$308,711.00** in
16 attorney's fees.

17 Defendant Grand Sierra is awarded **\$15,540.85** in costs. Grand Sierra's
18 *Motion for Attorney's Fees* is **DENIED without prejudice**.

19 DATED this 10 day of ^{MARCH, 2014}~~October, 2013~~.

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22 Patrick Flanagan
23 DISTRICT COURT JUDGE
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Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,
Mark Wray, Esq. for Sumona Islam; and
H. Johnson, Esq. for GSR Enterprises

Josephine L. Smith
Judicial Assistant

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6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF WASHOE
8

9
10 GOLDEN ROAD MOTOR INN, INC.,
11 a Nevada corporation, dba ATLANTIS
CASINO RESORT SPA,

12 Plaintiff,

13 vs.

Case No.: CV12-01171

14 SUMONA ISLAM, an individual,
15 NAV-RENO-GS, LLC, a Nevada
limited liability company, dba GRAND
SIERRA RESORT; ABC
16 CORPORATIONS; XYZ
PARTNERSHIPS; and JOHN DOES I
through X, inclusive,

Dept. No.: 7

17 Defendants.
18
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20 **ORDER**

21 **Procedural History**

22 On October 19, 2013, Defendant, NAV-RENO-GS, LLC, a Nevada limited
23 liability company, dba GRAND SIERRA RESORT (hereafter GSR), filed its *Motion*
24 *for Attorney Fees*, and *Affidavit of Counsel in Support*. On November 1, 2013,
25 Defendant, SUMONA ISLAM, filed her *Response to Grand Sierra's Motion for*
26 *Attorney's Fees*. On November 4, 2013, Plaintiff, GOLDEN ROAD MOTOR INN,
27 INC., a Nevada corporation, dba ATLANTIS CASINO RESORT SPA (hereafter
28 Atlantis), filed its *Opposition to GSR's Motion for Award of Attorney's Fees and*
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2 Order requesting GSR provide more detailed invoices to allow it to determine the
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7 GSR filed its *Reply* and submitted this matter for decision on February 25, 2014.

8 **The Award of Attorney Fees**

9 1. NRCP 68 and NRS § 17.115

10 Legal Standard

11 GSR claims attorney fees as the prevailing party based upon Plaintiff's
12 rejection of its Offer of Judgment under NRCP 68 and NRS §17.115. In
13 determining whether to award attorney fees in the offer of judgment context, a
14 district court is required to weigh and consider the factors outlined in *Beattie v.*
15 *Thomas*, 99 Nev. 579, 668 P.2d 268 (1983). As a threshold matter, however, this
16 court must determine the validity of GSR's Offer of Judgment.

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18 general contract principles. *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254,
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24 a bargain, so made as to justify another person in *understanding* that his assent to
25 that bargain is invited and will conclude it. Restatement (Second) of Contracts § 24
26 (1981) (emphasis added).

27 Applying these principles to NRCP 68 and NRS 17.115, the court's focus is
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1 meaningful opportunity to weigh the attendant risks of the offer. *Edwards*
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7 24, 29 (2005).

8 Analysis

9 The Offer of Judgment was made on May 20, 2013, on behalf of Nav-Reno-
10 GS, LLC. Prior to that date, Nav-Reno-GS, LLC merged into MEI-GSR-Holdings,
11 LLC. Nav-Reno-GS, LLC had no further association with GSR after October 1,
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13 Reno-GS, LLC as a “d/b/a of Grand Sierra Resort” and was tendered to Plaintiff’s
14 counsel by GSR’s counsel, who remained the same throughout the litigation.
15 Plaintiff does not dispute these facts. In fact, the parties stipulated to the
16 substitution of MEI-GSR-Holdings, LLC in place of Nav-Reno-GS, LLC on June 21,
17 2013, one month after the offer was tendered to Plaintiff.

18 These facts more than suggest that Plaintiff was aware of the identity of the
19 offeror, *i.e.* Plaintiff knew that GSR was the principal entity. Moreover, two theories
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21 violation of the Uniform Trade Secret Act); however, both arose from one contract
22 and the offer was tendered to just one party – Plaintiff. Finally, GSR maintained
23 the same attorneys throughout this litigation with whom Plaintiff consistently dealt
24 with and were familiar with. Thus, in determining what the offeree understood
25 during the negotiation process, the court finds Plaintiff understood the nature of the
26 offer, the party making the offer, and was able to adequately weigh the attendant
27 risks of pursuing litigation against GSR. Thus, the purpose of the rules is furthered
28 and the Offer of Judgment is valid.

1 2. The reasonableness of the fees pursuant to *Brunzell*

2 Legal Standard

3 In considering the reasonableness of an award of attorney fees, this court
4 must consider and weigh the following factors:

5 (1) *The qualities of the advocate*: his ability, training, education, experience,
6 professional standing and skill;

7 (2) *The character of the work done*: its difficulty, intricacy, importance, the
8 time and skill required, the responsibility imposed and the prominence
9 and character of the parties where they effect the importance of the
10 litigation;

11 (3) *The work actually performed by the lawyer*: the skill, time and attention
12 given to the work; and

13 (4) *The result*: whether the attorney was successful and what benefits were
14 derived.

15 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

16 Analysis

17 As to the first *Brunzell* factor, Mr. Johnson has been practicing law for 25
18 years in the area of complex civil and business litigation. He has demonstrated
19 professional skill and expertise in the area of trade secrets and gaming law. This
20 factor is met. Second, this trial involved complex trade secrets issues including
21 issues of first impressions involving the definition of "trade secret" as it applied to a
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23 involving an employment contract's restrictive non-compete covenant. There were
24 multiple parties, including an intricate defense of a co-defendant. There was a
25 substantial damage issue requiring expert testimony, analysis and argument over
26 disputed theoretical and actual damages models unique to the gaming industry. The
27 court finds the second *Brunzell* factor is met. Third, it appears Mr. Johnson did the
28

1 bulk of the litigation work.¹ This court had an opportunity to observe Mr. Johnson
2 in trial and finds the third factor is met. Finally, the result of the trial was the
3 complete vindication of GSR, thereby fulfilling the fourth factor.

4 The satisfaction of the four-part analysis of *Brunzell* does not automatically
5 terminate this court's inquiry. This court must also determine whether the attorney
6 fees sought are reasonable and justified in timing and amount. *See Beattie*, at 588-
7 89. The court is limited to reviewing the fees incurred from the service of the Offer
8 of Judgment forward. NRCP 68(f)(2); NRS 17.115.

9 GSR seeks \$391,932.80 in attorney fees. However, the Offer of Judgment was
10 served on May 20, 2013. Beginning with May 20, 2013, GSR is entitled to the fees
11 incurred from the date of service of the Offer of Judgment forward, which totals
12 \$190,124.50.

13 This court presided over this case from the temporary restraining order
14 hearing to closing arguments after a bench trial. From this vantage point, the court
15 finds the amount of \$190,124.50 is a reasonable amount of attorney fees when
16 compared with the fees of the other parties to this litigation, and is justified from
17 the date of the Offer of Judgment forward.

18 3. NRS § 600A.060

19 In light of the award of attorney's fees pursuant to NRCP 68 and NRS 17.115,
20 the court declines to award additional fees pursuant to NRS 600A.060.

21 Conclusion

22 This court finds that Grand Sierra Resort is entitled to an award of attorney
23 fees in the amount of **\$190,124.50** and reconfirms the prior order awarding Grand
24 Sierra Resort **\$15,540.85** in costs. Defendant Grand Sierra Resort is awarded post-
25 judgment interest in the statutory amount.

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28 ¹ Previously, this court disallowed the award of trial-related fees and costs as to Mr. Cohen, while
allowing his fees and costs for pretrial assistance in the analysis of co-defendant ISLAM's
employment contract. Likewise, this court finds the fees for the work done by the associates and
paralegal to be reasonable and necessarily incurred in the defense of GSR.

1 IT IS FURTHER ORDERED that Grand Sierra Resort submit a redacted
2 copy of its billing statements to Plaintiff within fifteen (15) days of entry of this
3 Order.

4 DATED this 14 day of March, 2014.

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7 Patrick Flanagan
8 Patrick Flanagan
9 DISTRICT COURT JUDGE
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1 **CERTIFICATE OF SERVICE**

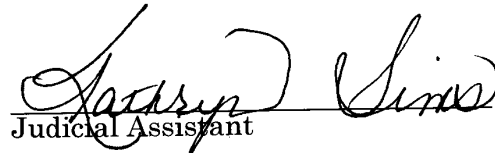
2
3 Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second
4 Judicial District Court of the State of Nevada, County of Washoe; that on this
5 14 day of March, 2014, I electronically filed the following with the Clerk of the
6 Court by using the ECF system which will send a notice of electronic filing to the
7 following:

8 Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,

9 Mark Wray, Esq. for Sumona Islam; and

10 H. Johnson, Esq. for GSR Enterprises

11 I deposited in the Washoe County mailing system for postage and mailing
12 with the United States Postal Service in Reno, Nevada, a true copy of the attached
13 document addressed to:

14
15 
16 Judicial Assistant

1 **2540**
2 **COHEN-JOHNSON, LLC**
3 H. STAN JOHNSON
4 Nevada Bar No. 00265
5 sjohnson@cohenjohnson.com
6 STEVEN B. COHEN, ESQ.
7 Nevada Bar No. 2327
8 255 E. Warm Springs Road, Suite 100
9 Las Vegas, Nevada 89119
10 Telephone: (702) 823-3500
11 Facsimile: (702) 823-3400
12 Attorneys for Grand Sierra Resort

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

9 **IN AND FOR THE COUNTY OF WASHOE**

10 GOLDEN ROAD MOTOR INN, INC., a Nevada
11 Corporation, d/b/a ATLANTIS CASINO
12 RESORT SPA,

Case No.: CV12-01171

12 Plaintiff,

Dept. No.: B7

13 vs.

14 SUMONA ISLAM, an individual; MEI-GSR
15 HOLDINGS LLC d/b/a GRAND SIERRA
16 RESORT; et.al.

16 Defendants.

17 **NOTICE OF ENTRY OF ORDER**

18 NOTICE IS HEREBY GIVEN that the ORDER was entered in the above-captioned case
19 on the 14th day of March, 2014, a copy of which is attached hereto as Exhibit "A".

20 Dated this 14th day of January, 2014.

21 **COHEN-JOHNSON, LLC**

22 /s/ H. Stan Johnson
23 H. STAN JOHNSON
24 Nevada Bar No. 00265
25 STEVEN B. COHEN, ESQ.
26 Nevada Bar No. 2327
27 255 E. Warm Springs Road, Suite 100
28 Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

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255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

Affirmation Pursuant to NRS § 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

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INDEX OF EXHIBITS

Exhibits	Description	Pages
1	Order	8

CERTIFICATE OF MAILING

I hereby certify that on the 11th day of April, 2014, I served a copy of the foregoing
NOTICE OF ENTRY OF ORDER upon each of the parties via email and by depositing a copy
of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class
Postage fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
Facsimile (775) 348-8351
Attorney for Sumona Islam

and that there is a regular communication by mail between the place of mailing and the places so
addressed.

/s/ Kelly J. Montgomery
An employee of Cohen-Johnson, LLC

Exhibit “A”

Exhibit “A”

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6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
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20 **ORDER**

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4 DATED this 14 day of March, 2014.

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8 Patrick Flanagan
9 DISTRICT COURT JUDGE
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1 CERTIFICATE OF SERVICE

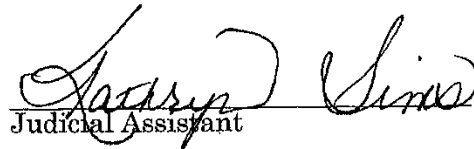
2
3 Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second
4 Judicial District Court of the State of Nevada, County of Washoe; that on this
5 14 day of March, 2014, I electronically filed the following with the Clerk of the
6 Court by using the ECF system which will send a notice of electronic filing to the
7 following:

8 Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,

9 Mark Wray, Esq. for Sumona Islam; and

10 H. Johnson, Esq. for GSR Enterprises

11 I deposited in the Washoe County mailing system for postage and mailing
12 with the United States Postal Service in Reno, Nevada, a true copy of the attached
13 document addressed to:

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15 
16 Judicial Assistant
17
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1 **2610**
2 **COHEN-JOHNSON, LLC**
3 H. STAN JOHNSON
4 Nevada Bar No. 00265
5 sjohnson@cohenjohnson.com
6 STEVEN B. COHEN, ESQ.
7 Nevada Bar No. 2327
8 255 E. Warm Springs Road
9 Suite100
10 Las Vegas, Nevada 89119
11 Telephone: (702) 823-3500
12 Facsimile: (702) 823-3400
13 Attorneys for Grand Sierra Resort

8
9 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
10 **IN AND FOR THE COUNTY OF WASHOE**

11 GOLDEN ROAD MOTOR INN, INC., a Nevada
12 Corporation, d/b/a ATLANTIS CASINO
13 RESORT SPA,

14 Plaintiff,

15 vs.

16 SUMONA ISLAM, an individual; MEI-GSR
17 HOLDINGS LLC d/b/a GRAND SIERRA
18 RESORT; et.al.

19 Defendants.

Case No.: CV12-01171

Dept. No.: B7

18 **NOTICE OF APPEAL**

19 Pursuant to NRAP 4, notice is hereby given that Defendant, MEI-GSR HOLDINGS
20 LLC, d/b/a GRAND SIERRA RESORT, by and through its counsel of record, H. Stan Johnson,
21 Esq. of COHEN|JOHNSON, hereby appeals to the Supreme Court of the State of Nevada from
22 the decision this Court set forth in the Order entered March 14, 2014, which the Notice of Entry
23 of Order occurred on April 11, 2013, and all prior related Orders or Decisions representing,
24 collectively, the decision of this Court following the trial which concluded on July 18, 2013.
25 Copies of the Order and Notice of Entry of First Amended Order are attached hereto as Exhibit
26 "1" and "2", respectively.

27 ...

28 ...


COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

Affirmation Pursuant to NRS § 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

Dated this 11th, day of April, 2014.

COHEN-JOHNSON, LLC


H. STAN JOHNSON
Nevada Bar No. 00265
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
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INDEX OF EXHIBITS

Exhibits	Description	Pages
1	Order	8
2	Notice of Entry of First Amended Order	13

CERTIFICATE OF MAILING

I hereby certify that on the 11th day of April, 2014, I served a copy of the foregoing **NOTICE OF APPEAL** upon each of the parties via email and by depositing a copy of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class Postage fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
Facsimile (775) 348-8351
Attorney for Sumona Islam

and that there is a regular communication by mail between the place of mailing and the places so addressed.

/s/ Kelly J. Montgomery
An employee of Cohen-Johnson, LLC

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

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Exhibit "1"

Exhibit "1"

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7 IN AND FOR THE COUNTY OF WASHOE
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11 a Nevada corporation, dba ATLANTIS
CASINO RESORT SPA,

12 Plaintiff,

13 vs.

Case No.: CV12-01171

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NAV-RENO-GS, LLC, a Nevada
15 limited liability company, dba GRAND
SIERRA RESORT; ABC
16 CORPORATIONS; XYZ
PARTNERSHIPS; and JOHN DOES I
through X, inclusive,

Dept. No.: 7

17 Defendants.
18
19 _____ /

20 **ORDER**

21 **Procedural History**

22 On October 19, 2013, Defendant, NAV-RENO-GS, LLC, a Nevada limited
23 liability company, dba GRAND SIERRA RESORT (hereafter GSR), filed its *Motion*
24 *for Attorney Fees, and Affidavit of Counsel in Support*. On November 1, 2013,
25 Defendant, SUMONA ISLAM, filed her *Response to Grand Sierra's Motion for*
26 *Attorney's Fees*. On November 4, 2013, Plaintiff, GOLDEN ROAD MOTOR INN,
27 INC., a Nevada corporation, dba ATLANTIS CASINO RESORT SPA (hereafter
28 Atlantis), filed its *Opposition to GSR's Motion for Award of Attorney's Fees and*
Costs, and Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Motion

1 for Award of Attorney's Fees and Costs. On November 6, 2013, this court entered its
2 Order requesting GSR provide more detailed invoices to allow it to determine the
3 reasonableness of GSR's fees. On January 21, 2014, GSR filed its *Renewed Motion*
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5 February 6, 2014, Atlantis filed its *Opposition to GSR's Renewed Motion for Award*
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7 GSR filed its *Reply* and submitted this matter for decision on February 25, 2014.

8 **The Award of Attorney Fees**

9 1. NRCP 68 and NRS § 17.115

10 Legal Standard

11 GSR claims attorney fees as the prevailing party based upon Plaintiff's
12 rejection of its Offer of Judgment under NRCP 68 and NRS §17.115. In
13 determining whether to award attorney fees in the offer of judgment context, a
14 district court is required to weigh and consider the factors outlined in *Beattie v.*
15 *Thomas*, 99 Nev. 579, 668 P.2d 268 (1983). As a threshold matter, however, this
16 court must determine the validity of GSR's Offer of Judgment.

17 When determining the validity of an offer of judgment the court must apply
18 general contract principles. *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254,
19 1257 (2005) (holding that contract principles apply to settlement agreements); *and*
20 *see Albios v. Horizon Communities Inc.*, 122 Nev. 409, 424, 132 P.3d 1022, 1032
21 (2006) (contract principles apply to NRS 17.115 and NRCP 68's unapportioned
22 offers of judgment). Under general contract principles, the offer must invite
23 acceptance in the offeree. "An offer is the manifestation of willingness to enter into
24 a bargain, so made as to justify another person in *understanding* that his assent to
25 that bargain is invited and will conclude it. Restatement (Second) of Contracts § 24
26 (1981) (emphasis added).

27 Applying these principles to NRCP 68 and NRS 17.115, the court's focus is
28 placed on the offeree's understanding of the offer and whether the offeree had a

1 meaningful opportunity to weigh the attendant risks of the offer. *Edwards*
2 *Industries, Inc. v. DTE/BTE, Inc.*, 112 Nev. 1025, 923 P.2d 569 (1996); *see also*
3 *Bergmann v. Boyce*, 109 Nev. 670, 856 P.2d 560 (1993). The purpose of NRCP 68
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5 the same person or entity to decide whether or not to settle, this purpose is
6 furthered. *RTTC Commc'ns, LLC v. Saratoga Flier, Inc.*, 121 Nev. 34, 42, 110 P.3d
7 24, 29 (2005).

8 Analysis

9 The Offer of Judgment was made on May 20, 2013, on behalf of Nav-Reno-
10 GS, LLC. Prior to that date, Nav-Reno-GS, LLC merged into MEI-GSR-Holdings,
11 LLC. Nav-Reno-GS, LLC had no further association with GSR after October 1,
12 2012, and ceased to be the licensee. Additionally, the Offer of Judgment names Nav-
13 Reno-GS, LLC as a “d/b/a of Grand Sierra Resort” and was tendered to Plaintiff’s
14 counsel by GSR’s counsel, who remained the same throughout the litigation.
15 Plaintiff does not dispute these facts. In fact, the parties stipulated to the
16 substitution of MEI-GSR-Holdings, LLC in place of Nav-Reno-GS, LLC on June 21,
17 2013, one month after the offer was tendered to Plaintiff.

18 These facts more than suggest that Plaintiff was aware of the identity of the
19 offeror, *i.e.* Plaintiff knew that GSR was the principal entity. Moreover, two theories
20 of liability were asserted against GSR (tortious interference with contract and a
21 violation of the Uniform Trade Secret Act); however, both arose from one contract
22 and the offer was tendered to just one party – Plaintiff. Finally, GSR maintained
23 the same attorneys throughout this litigation with whom Plaintiff consistently dealt
24 with and were familiar with. Thus, in determining what the offeree understood
25 during the negotiation process, the court finds Plaintiff understood the nature of the
26 offer, the party making the offer, and was able to adequately weigh the attendant
27 risks of pursuing litigation against GSR. Thus, the purpose of the rules is furthered
28 and the Offer of Judgment is valid.

1 2. The reasonableness of the fees pursuant to *Brunzell*

2 Legal Standard

3 In considering the reasonableness of an award of attorney fees, this court
4 must consider and weigh the following factors:

5 (1) *The qualities of the advocate*: his ability, training, education, experience,
6 professional standing and skill;

7 (2) *The character of the work done*: its difficulty, intricacy, importance, the
8 time and skill required, the responsibility imposed and the prominence
9 and character of the parties where they effect the importance of the
10 litigation;

11 (3) *The work actually performed by the lawyer*: the skill, time and attention
12 given to the work; and

13 (4) *The result*: whether the attorney was successful and what benefits were
14 derived.

15 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

16 Analysis

17 As to the first *Brunzell* factor, Mr. Johnson has been practicing law for 25
18 years in the area of complex civil and business litigation. He has demonstrated
19 professional skill and expertise in the area of trade secrets and gaming law. This
20 factor is met. Second, this trial involved complex trade secrets issues including
21 issues of first impressions involving the definition of "trade secret" as it applied to a
22 casino host's "book of business." There was a significant employment law issue
23 involving an employment contract's restrictive non-compete covenant. There were
24 multiple parties, including an intricate defense of a co-defendant. There was a
25 substantial damage issue requiring expert testimony, analysis and argument over
26 disputed theoretical and actual damages models unique to the gaming industry. The
27 court finds the second *Brunzell* factor is met. Third, it appears Mr. Johnson did the
28

1 bulk of the litigation work.¹ This court had an opportunity to observe Mr. Johnson
2 in trial and finds the third factor is met. Finally, the result of the trial was the
3 complete vindication of GSR, thereby fulfilling the fourth factor.

4 The satisfaction of the four-part analysis of *Brunzell* does not automatically
5 terminate this court's inquiry. This court must also determine whether the attorney
6 fees sought are reasonable and justified in timing and amount. *See Beattie*, at 588-
7 89. The court is limited to reviewing the fees incurred from the service of the Offer
8 of Judgment forward. NRCF 68(f)(2); NRS 17.115.

9 GSR seeks \$391,932.80 in attorney fees. However, the Offer of Judgment was
10 served on May 20, 2013. Beginning with May 20, 2013, GSR is entitled to the fees
11 incurred from the date of service of the Offer of Judgment forward, which totals
12 \$190,124.50.

13 This court presided over this case from the temporary restraining order
14 hearing to closing arguments after a bench trial. From this vantage point, the court
15 finds the amount of \$190,124.50 is a reasonable amount of attorney fees when
16 compared with the fees of the other parties to this litigation, and is justified from
17 the date of the Offer of Judgment forward.

18 3. NRS § 600A.060

19 In light of the award of attorney's fees pursuant to NRCF 68 and NRS 17.115,
20 the court declines to award additional fees pursuant to NRS 600A.060.

21 Conclusion

22 This court finds that Grand Sierra Resort is entitled to an award of attorney
23 fees in the amount of \$190,124.50 and reconfirms the prior order awarding Grand
24 Sierra Resort \$15,540.85 in costs. Defendant Grand Sierra Resort is awarded post-
25 judgment interest in the statutory amount.

26
27
28 ¹ Previously, this court disallowed the award of trial-related fees and costs as to Mr. Cohen, while
allowing his fees and costs for pretrial assistance in the analysis of co-defendant ISLAM's
employment contract. Likewise, this court finds the fees for the work done by the associates and
paralegal to be reasonable and necessarily incurred in the defense of GSR.

1 IT IS FURTHER ORDERED that Grand Sierra Resort submit a redacted
2 copy of its billing statements to Plaintiff within fifteen (15) days of entry of this
3 Order.

4 DATED this 14 day of March, 2014.

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7 Patrick Flanagan
8 Patrick Flanagan
9 DISTRICT COURT JUDGE
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Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,
Mark Wray, Esq. for Sumona Islam; and
H. Johnson, Esq. for GSR Enterprises

Larsen Sims
Judicial Assistant

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

Exhibit "2"

Exhibit "2"

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

2540
COHEN-JOHNSON, LLC
H. STAN JOHNSON
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

GOLDEN ROAD MOTOR INN, INC., a Nevada
Corporation, d/b/a ATLANTIS CASINO
RESORT SPA,

Case No.: CV12-01171

Plaintiff,

Dept. No.: B7

vs.

SUMONA ISLAM, an individual; MEI-GSR
HOLDINGS LLC d/b/a GRAND SIERRA
RESORT; et.al.

Defendants.

NOTICE OF ENTRY OF ORDER

NOTICE IS HEREBY GIVEN that the ORDER was entered in the above-captioned case
on the 14th day of March, 2014, a copy of which is attached hereto as Exhibit "A".

Dated this 14th day of January, 2014.

COHEN-JOHNSON, LLC

/s/ H. Stan Johnson
H. STAN JOHNSON
Nevada Bar No. 00265
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
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Affirmation Pursuant to NRS § 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

INDEX OF EXHIBITS

Exhibits	Description	Pages
1	Order	8

CERTIFICATE OF MAILING

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of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class
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Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
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Attorney for Sumona Islam

and that there is a regular communication by mail between the place of mailing and the places so
addressed.

/s/ Kelly J. Montgomery
An employee of Cohen-Johnson, LLC

Exhibit “A”

Exhibit “A”

1
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7 IN AND FOR THE COUNTY OF WASHOE
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13 vs.

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16 PARTNERSHIPS; and JOHN DOES I
through X, inclusive,

Dept. No.: 7

17 Defendants.
18
19 _____/

20 ORDER

21 **Procedural History**

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23 liability company, dba GRAND SIERRA RESORT (hereafter GSR), filed its *Motion*
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9 and character of the parties where they effect the importance of the
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11 (3) *The work actually performed by the lawyer*: the skill, time and attention
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21 issues of first impressions involving the definition of "trade secret" as it applied to a
22 casino host's "book of business." There was a significant employment law issue
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24 multiple parties, including an intricate defense of a co-defendant. There was a
25 substantial damage issue requiring expert testimony, analysis and argument over
26 disputed theoretical and actual damages models unique to the gaming industry. The
27 court finds the second *Brunzell* factor is met. Third, it appears Mr. Johnson did the
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1 bulk of the litigation work.¹ This court had an opportunity to observe Mr. Johnson
2 in trial and finds the third factor is met. Finally, the result of the trial was the
3 complete vindication of GSR, thereby fulfilling the fourth factor.

4 The satisfaction of the four-part analysis of *Brunzell* does not automatically
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15 finds the amount of \$190,124.50 is a reasonable amount of attorney fees when
16 compared with the fees of the other parties to this litigation, and is justified from
17 the date of the Offer of Judgment forward.

18 3. NRS § 600A.060

19 In light of the award of attorney's fees pursuant to NRCP 68 and NRS 17.115,
20 the court declines to award additional fees pursuant to NRS 600A.060.

21 Conclusion

22 This court finds that Grand Sierra Resort is entitled to an award of attorney
23 fees in the amount of \$190,124.50 and reconfirms the prior order awarding Grand
24 Sierra Resort \$15,540.85 in costs. Defendant Grand Sierra Resort is awarded post-
25 judgment interest in the statutory amount.

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allowing his fees and costs for pretrial assistance in the analysis of co-defendant ISLAM's
employment contract. Likewise, this court finds the fees for the work done by the associates and
paralegal to be reasonable and necessarily incurred in the defense of GSR.

1 IT IS FURTHER ORDERED that Grand Sierra Resort submit a redacted
2 copy of its billing statements to Plaintiff within fifteen (15) days of entry of this
3 Order.

4 DATED this 14 day of March, 2014.

7 Patrick Flanagan
8 Patrick Flanagan
9 DISTRICT COURT JUDGE

1 CERTIFICATE OF SERVICE

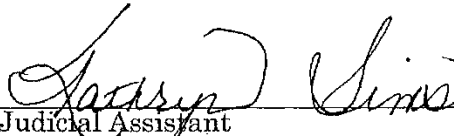
2
3 Pursuant to NRCF 5(b), I hereby certify that I am an employee of the Second
4 Judicial District Court of the State of Nevada, County of Washoe; that on this
5 14 day of March, 2014, I electronically filed the following with the Clerk of the
6 Court by using the ECF system which will send a notice of electronic filing to the
7 following:

8 Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,

9 Mark Wray, Esq. for Sumona Islam; and

10 H. Johnson, Esq. for GSR Enterprises

11 I deposited in the Washoe County mailing system for postage and mailing
12 with the United States Postal Service in Reno, Nevada, a true copy of the attached
13 document addressed to:

14
15 
16 Judicial Assistant
17
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1 **1097**
2 ROBERT A. DOTSON, ESQ.
3 Nevada State Bar No. 5285
4 rdotson@laxalt-nomura.com
5 ANGELA M. BADER, ESQ.
6 Nevada State Bar No. 5574
7 abader@laxalt-nomura.com
8 LAXALT & NOMURA, LTD.
9 9600 Gateway Drive
10 Reno, Nevada 89521
11 Tel: (775) 322-1170
12 Fax: (775) 322-1865
13 Attorneys for Plaintiff

9 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

10 **IN AND FOR THE COUNTY OF WASHOE**

11 GOLDEN ROAD MOTOR INN, INC., a Nevada Corporation, d/b/a ATLANTIS CASINO
12 RESORT SPA
13 Case No.: CV12-01171
14 Dept No.: B7

13 Plaintiff,

14 vs.

15 SUMONA ISLAM, an individual; MEI-GSR
16 HOLDINGS LLC, a Nevada limited liability
17 company, d/b/a GRAND SIERRA RESORT;
18 ABC CORPORATIONS; XYZ
19 PARTNERSHIPS; AND JOHN DOES I through
20 X, inclusive.

19 Defendants.

20 **AMENDED NOTICE OF APPEAL**

21
22 Pursuant to NRAP 4, notice is hereby given that on October 30, 2013, the Plaintiff,
23 GOLDEN ROAD MOTOR INN, INC., by and through its counsel, Laxalt & Nomura, Ltd.,
24 appealed to the Supreme Court of the State of Nevada from the decision of this Court set forth in
25 the *FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER* entered August 26,
26 2013, which the Notice of Entry occurred on October 1, 2013, and the *FINDINGS OF FACT*
27 *AND CONCLUSIONS OF LAW AND JUDGMENT* entered September 27, 2013, which the
28

1 Notice of Entry occurred on October 1, 2013, representing, collectively, the decision of this
2 Court following the trial concluded on July 18, 2013.

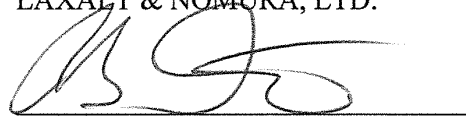
3 In addition to the aforementioned Orders, Plaintiff, GOLDEN ROAD MOTOR INN,
4 INC. hereby files this Amended Notice of Appeal and hereby appeals to the Supreme Court of
5 the State of Nevada from the decision of the Court dated March 14, 2014, which the Notice of
6 Entry of Order for which occurred on April 11, 2014, a copy of which is attached hereto as
7 Exhibit 1.

8 **Affirmation Pursuant to NRS 239B.030**

9 The undersigned does hereby affirm that the preceding document does not contain the
10 social security number of any person.

11 Dated this 21 day of April, 2014.

12 LAXALT & NOMURA, LTD.

13 

14 ROBERT A. DOTSON
15 Nevada State Bar No. 5285
16 ANGELA M. BADER
17 Nevada State Bar No. 5574
18 9600 Gateway Drive
19 Reno, Nevada 89521
20 (775) 322-1170
21 Attorneys for Plaintiff
22
23
24
25
26
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28

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of LAXALT &
3 NOMURA, LTD., and that on this date, I caused to be served a true and correct copy of the
4 foregoing by:

5 ☒ (BY MAIL) on all parties in said action, by placing a true copy thereof enclosed
6 in a sealed envelope in a designated area for outgoing mail, addressed as set forth
7 below. At the Law Offices of Laxalt & Nomura, mail placed in that designated
8 area is given the correct amount of postage and is deposited that same date in the
ordinary course of business, in a United States mailbox in the City of Reno,
County of Washoe, Nevada.

9 ☒ By electronic service by filing the foregoing with the Clerk of Court using the E-
Flex system, which will electronically mail the filing to the following individuals.

10 ☐ (BY PERSONAL DELIVERY) by causing a true copy thereof to be hand
11 delivered this date to the address(es) at the address(es) set forth below, where
indicated.

12 ☐ (BY FACSIMILE) on the parties in said action by causing a true copy thereof to
13 be telecopied to the number indicated after the address(es) noted below.

14 ☐ Reno/Carson Messenger Service.

15 ☒ By email to the email addresses below.

16 addressed as follows:

17 Steven B. Cohen, Esq.
18 Stan Johnson, Esq.
19 Terry Kinnally, Esq.
Cohen-Johnson, LLC
20 255 E. Warm Springs Rd, Ste 100
Las Vegas, NV 89119

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, NV 89509

mwray@markwraylaw.com

21 scohen@cohenjohnson.com
22 sjohnson@cohenjohnson.com
tkinnally@cohenjohnson.com

23 DATED this 21 day of April, 2014.

24 
25 L. MORGAN BOGUMIL
26
27
28

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INDEX OF EXHIBITS

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1	Notice of Entry of Order	13

FILED
Electronically
2014-04-21 09:13:29 AM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4394440 : asmith

EXHIBIT 1

EXHIBIT 1

2540
COHEN-JOHNSON, LLC
H. STAN JOHNSON
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

GOLDEN ROAD MOTOR INN, INC., a Nevada
Corporation, d/b/a ATLANTIS CASINO
RESORT SPA,

Case No.: CV12-01171

Plaintiff,

Dept. No.: B7

vs.

SUMONA ISLAM, an individual; MEI-GSR
HOLDINGS LLC d/b/a GRAND SIERRA
RESORT; et.al.

Defendants.

NOTICE OF ENTRY OF ORDER

NOTICE IS HEREBY GIVEN that the ORDER was entered in the above-captioned case
on the 14th day of March, 2014, a copy of which is attached hereto as Exhibit "A".

Dated this 14th day of January, 2014.

COHEN-JOHNSON, LLC

/s/ H. Stan Johnson
H. STAN JOHNSON
Nevada Bar No. 00265
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

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Affirmation Pursuant to NRS § 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

COHEN-JOHNSON, LLC

255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

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INDEX OF EXHIBITS

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1	Order	8

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

CERTIFICATE OF MAILING

I hereby certify that on the 11th day of April, 2014, I served a copy of the foregoing
NOTICE OF ENTRY OF ORDER upon each of the parties via email and by depositing a copy
of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class
Postage fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
Facsimile (775) 348-8351
Attorney for Sumona Islam

and that there is a regular communication by mail between the place of mailing and the places so
addressed.

/s/ Kelly J. Montgomery
An employee of Cohen-Johnson, LLC

Exhibit “A”

Exhibit “A”

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

GOLDEN ROAD MOTOR INN, INC.,
a Nevada corporation, dba ATLANTIS
CASINO RESORT SPA,

Plaintiff,

vs.

Case No.: CV12-01171

Dept. No.: 7

SUMONA ISLAM, an individual,
NAV-RENO-GS, LLC, a Nevada
limited liability company, dba GRAND
SIERRA RESORT; ABC
CORPORATIONS; XYZ
PARTNERSHIPS; and JOHN DOES I
through X, inclusive,

Defendants.

ORDER

Procedural History

On October 19, 2013, Defendant, NAV-RENO-GS, LLC, a Nevada limited liability company, dba GRAND SIERRA RESORT (hereafter GSR), filed its *Motion for Attorney Fees*, and *Affidavit of Counsel in Support*. On November 1, 2013, Defendant, SUMONA ISLAM, filed her *Response to Grand Sierra's Motion for Attorney's Fees*. On November 4, 2013, Plaintiff, GOLDEN ROAD MOTOR INN, INC., a Nevada corporation, dba ATLANTIS CASINO RESORT SPA (hereafter Atlantis), filed its *Opposition to GSR's Motion for Award of Attorney's Fees and Costs*, and *Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Motion*

1 *for Award of Attorney's Fees and Costs*. On November 6, 2013, this court entered its
2 *Order* requesting GSR provide more detailed invoices to allow it to determine the
3 reasonableness of GSR's fees. On January 21, 2014, GSR filed its *Renewed Motion*
4 *for Award of Attorney's Fees & Costs and Affidavit of Counsel in Support*. On
5 February 6, 2014, Atlantis filed its *Opposition to GSR's Renewed Motion for Award*
6 *of Attorney Fees & Costs and Affidavit of Counsel in Support*. On February 18, 2014,
7 GSR filed its *Reply* and submitted this matter for decision on February 25, 2014.

8 **The Award of Attorney Fees**

9 1. NRCP 68 and NRS § 17.115

10 Legal Standard

11 GSR claims attorney fees as the prevailing party based upon Plaintiff's
12 rejection of its Offer of Judgment under NRCP 68 and NRS §17.115. In
13 determining whether to award attorney fees in the offer of judgment context, a
14 district court is required to weigh and consider the factors outlined in *Beattie v.*
15 *Thomas*, 99 Nev. 579, 668 P.2d 268 (1983). As a threshold matter, however, this
16 court must determine the validity of GSR's Offer of Judgment.

17 When determining the validity of an offer of judgment the court must apply
18 general contract principles. *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254,
19 1257 (2005) (holding that contract principles apply to settlement agreements); *and*
20 *see Albios v. Horizon Communities Inc.*, 122 Nev. 409, 424, 132 P.3d 1022, 1032
21 (2006) (contract principles apply to NRS 17.115 and NRCP 68's unapportioned
22 offers of judgment). Under general contract principles, the offer must invite
23 acceptance in the offeree. "An offer is the manifestation of willingness to enter into
24 a bargain, so made as to justify another person in *understanding* that his assent to
25 that bargain is invited and will conclude it. Restatement (Second) of Contracts § 24
26 (1981) (emphasis added).

27 Applying these principles to NRCP 68 and NRS 17.115, the court's focus is
28 placed on the offeree's understanding of the offer and whether the offeree had a

1 meaningful opportunity to weigh the attendant risks of the offer. *Edwards*
2 *Industries, Inc. v. DTE/BTE, Inc.*, 112 Nev. 1025, 923 P.2d 569 (1996); *see also*
3 *Bergmann v. Boyce*, 109 Nev. 670, 856 P.2d 560 (1993). The purpose of NRCP 68
4 and NRS 17.115 is settlement. Where there is a single theory of liability, calling for
5 the same person or entity to decide whether or not to settle, this purpose is
6 furthered. *RTTC Commc'ns, LLC v. Saratoga Flier, Inc.*, 121 Nev. 34, 42, 110 P.3d
7 24, 29 (2005).

8 Analysis

9 The Offer of Judgment was made on May 20, 2013, on behalf of Nav-Reno-
10 GS, LLC. Prior to that date, Nav-Reno-GS, LLC merged into MEI-GSR-Holdings,
11 LLC. Nav-Reno-GS, LLC had no further association with GSR after October 1,
12 2012, and ceased to be the licensee. Additionally, the Offer of Judgment names Nav-
13 Reno-GS, LLC as a "d/b/a of Grand Sierra Resort" and was tendered to Plaintiff's
14 counsel by GSR's counsel, who remained the same throughout the litigation.
15 Plaintiff does not dispute these facts. In fact, the parties stipulated to the
16 substitution of MEI-GSR-Holdings, LLC in place of Nav-Reno-GS, LLC on June 21,
17 2013, one month after the offer was tendered to Plaintiff.

18 These facts more than suggest that Plaintiff was aware of the identity of the
19 offeror, i.e. Plaintiff knew that GSR was the principal entity. Moreover, two theories
20 of liability were asserted against GSR (tortious interference with contract and a
21 violation of the Uniform Trade Secret Act); however, both arose from one contract
22 and the offer was tendered to just one party – Plaintiff. Finally, GSR maintained
23 the same attorneys throughout this litigation with whom Plaintiff consistently dealt
24 with and were familiar with. Thus, in determining what the offeree understood
25 during the negotiation process, the court finds Plaintiff understood the nature of the
26 offer, the party making the offer, and was able to adequately weigh the attendant
27 risks of pursuing litigation against GSR. Thus, the purpose of the rules is furthered
28 and the Offer of Judgment is valid.

1 2. The reasonableness of the fees pursuant to *Brunzell*

2 Legal Standard

3 In considering the reasonableness of an award of attorney fees, this court
4 must consider and weigh the following factors:

5 (1) *The qualities of the advocate*: his ability, training, education, experience,
6 professional standing and skill;

7 (2) *The character of the work done*: its difficulty, intricacy, importance, the
8 time and skill required, the responsibility imposed and the prominence
9 and character of the parties where they effect the importance of the
10 litigation;

11 (3) *The work actually performed by the lawyer*: the skill, time and attention
12 given to the work; and

13 (4) *The result*: whether the attorney was successful and what benefits were
14 derived.

15 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

16 Analysis

17 As to the first *Brunzell* factor, Mr. Johnson has been practicing law for 25
18 years in the area of complex civil and business litigation. He has demonstrated
19 professional skill and expertise in the area of trade secrets and gaming law. This
20 factor is met. Second, this trial involved complex trade secrets issues including
21 issues of first impressions involving the definition of "trade secret" as it applied to a
22 casino host's "book of business." There was a significant employment law issue
23 involving an employment contract's restrictive non-compete covenant. There were
24 multiple parties, including an intricate defense of a co-defendant. There was a
25 substantial damage issue requiring expert testimony, analysis and argument over
26 disputed theoretical and actual damages models unique to the gaming industry. The
27 court finds the second *Brunzell* factor is met. Third, it appears Mr. Johnson did the
28

1 bulk of the litigation work.¹ This court had an opportunity to observe Mr. Johnson
2 in trial and finds the third factor is met. Finally, the result of the trial was the
3 complete vindication of GSR, thereby fulfilling the fourth factor.

4 The satisfaction of the four-part analysis of *Brunzell* does not automatically
5 terminate this court's inquiry. This court must also determine whether the attorney
6 fees sought are reasonable and justified in timing and amount. *See Beattie*, at 588-
7 89. The court is limited to reviewing the fees incurred from the service of the Offer
8 of Judgment forward. NRCP 68(f)(2); NRS 17.115.

9 GSR seeks \$391,932.80 in attorney fees. However, the Offer of Judgment was
10 served on May 20, 2013. Beginning with May 20, 2013, GSR is entitled to the fees
11 incurred from the date of service of the Offer of Judgment forward, which totals
12 \$190,124.50.

13 This court presided over this case from the temporary restraining order
14 hearing to closing arguments after a bench trial. From this vantage point, the court
15 finds the amount of \$190,124.50 is a reasonable amount of attorney fees when
16 compared with the fees of the other parties to this litigation, and is justified from
17 the date of the Offer of Judgment forward.

18 3. NRS § 600A.060

19 In light of the award of attorney's fees pursuant to NRCP 68 and NRS 17.115,
20 the court declines to award additional fees pursuant to NRS 600A.060.

21 Conclusion

22 This court finds that Grand Sierra Resort is entitled to an award of attorney
23 fees in the amount of \$190,124.50 and reconfirms the prior order awarding Grand
24 Sierra Resort \$15,540.85 in costs. Defendant Grand Sierra Resort is awarded post-
25 judgment interest in the statutory amount.

26
27
28 ¹ Previously, this court disallowed the award of trial-related fees and costs as to Mr. Cohen, while
allowing his fees and costs for pretrial assistance in the analysis of co-defendant ISLAM's
employment contract. Likewise, this court finds the fees for the work done by the associates and
paralegal to be reasonable and necessarily incurred in the defense of GSR.

1 IT IS FURTHER ORDERED that Grand Sierra Resort submit a redacted
2 copy of its billing statements to Plaintiff within fifteen (15) days of entry of this
3 Order.

4 DATED this 14 day of March, 2014.

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7 Patrick Flanagan
8 Patrick Flanagan
9 DISTRICT COURT JUDGE
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Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,
Mark Wray, Esq. for Sumona Islam; and
H. Johnson, Esq. for GSR Enterprises

Kathryn Sims
Judicial Assistant

1310
COHEN-JOHNSON, LLC
H. STAN JOHNSON
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

GOLDEN ROAD MOTOR INN, INC., a Nevada
Corporation, d/b/a ATLANTIS CASINO
RESORT SPA,
Plaintiff,

vs.

SUMONA ISLAM, an individual; MEI-GSR
HOLDINGS LLC, A Nevada Limited Liability
Company, d/b/a GRAND SIERRA RESORT;
et.al.
Defendants.

Case No.: CV12-01171

Dept. No.: B7

AMENDED NOTICE OF APPEAL

Pursuant to NRAP 4, notice is hereby given that Defendant, MEI-GSR HOLDINGS
LLC, d/b/a/ GRAND SIERRA RESORT, by and through its counsel of record, H. Stan Johnson,
Esq. of COHEN|JOHNSON, hereby appeals to the Supreme Court of the State of Nevada from
the decision set forth on the Order entered March 14, 2014, which the Notice of Entry of Order
occurred on April 11, 2014, and all prior related Orders or Decisions representing, collectively,
the decision of this Court following the trial which concluded on July 18, 2013. Copies of the
Order and Notice of Entry for Order are attached hereto as Exhibit "1" and "2", respectively.

...

...

...

...

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

Affirmation Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED this 5^h day of May, 2014.

COHEN-JOHNSON, LLC

/s/ H. Stan Johnson
H. STAN JOHNSON
Nevada Bar No. 00265
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
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Attorneys for Grand Sierra Resort

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INDEX OF EXHIBITS

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2.	Notice of Entry of Order	13

CERTIFICATE OF MAILING

I hereby certify that on the 5th day of May, 2014, I served a copy of the foregoing
Amended Notice of Appeal upon each of the parties via email and by depositing a copy of the
same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class Postage
fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
Facsimile (775) 348-8351
Attorney for Sumona Islam

and that there is a regular communication by mail between the place of mailing and the places so
addressed.

/s/ Kelly J. Montgomery
An employee of Cohen-Johnson, LLC

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

Exhibit "1"

Exhibit "1"

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6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF WASHOE
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11 a Nevada corporation, dba ATLANTIS
CASINO RESORT SPA,

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13 vs.

Case No.: CV12-01171

14 SUMONA ISLAM, an individual,
NAV-RENO-GS, LLC, a Nevada
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PARTNERSHIPS; and JOHN DOES I
17 through X, inclusive,

Dept. No.: 7

18 Defendants.
19

20 ORDER

21 **Procedural History**

22 On October 19, 2013, Defendant, NAV-RENO-GS, LLC, a Nevada limited
23 liability company, dba GRAND SIERRA RESORT (hereafter GSR), filed its *Motion*
24 *for Attorney Fees*, and *Affidavit of Counsel in Support*. On November 1, 2013,
25 Defendant, SUMONA ISLAM, filed her *Response to Grand Sierra's Motion for*
26 *Attorney's Fees*. On November 4, 2013, Plaintiff, GOLDEN ROAD MOTOR INN,
27 INC., a Nevada corporation, dba ATLANTIS CASINO RESORT SPA (hereafter
28 Atlantis), filed its *Opposition to GSR's Motion for Award of Attorney's Fees and*
Costs, and *Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Motion*

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7 GSR filed its *Reply* and submitted this matter for decision on February 25, 2014.

8 **The Award of Attorney Fees**

9 1. NRCP 68 and NRS § 17.115

10 Legal Standard

11 GSR claims attorney fees as the prevailing party based upon Plaintiff's
12 rejection of its Offer of Judgment under NRCP 68 and NRS §17.115. In
13 determining whether to award attorney fees in the offer of judgment context, a
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17 When determining the validity of an offer of judgment the court must apply
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20 see *Albios v. Horizon Communities Inc.*, 122 Nev. 409, 424, 132 P.3d 1022, 1032
21 (2006) (contract principles apply to NRS 17.115 and NRCP 68's unapportioned
22 offers of judgment). Under general contract principles, the offer must invite
23 acceptance in the offeree. "An offer is the manifestation of willingness to enter into
24 a bargain, so made as to justify another person in *understanding* that his assent to
25 that bargain is invited and will conclude it. Restatement (Second) of Contracts § 24
26 (1981) (emphasis added).

27 Applying these principles to NRCP 68 and NRS 17.115, the court's focus is
28 placed on the offeree's understanding of the offer and whether the offeree had a

1 meaningful opportunity to weigh the attendant risks of the offer. *Edwards*
2 *Industries, Inc. v. DTE/BTE, Inc.*, 112 Nev. 1025, 923 P.2d 569 (1996); *see also*
3 *Bergmann v. Boyce*, 109 Nev. 670, 856 P.2d 560 (1993). The purpose of NRCF 68
4 and NRS 17.115 is settlement. Where there is a single theory of liability, calling for
5 the same person or entity to decide whether or not to settle, this purpose is
6 furthered. *RTTC Commc'ns, LLC v. Saratoga Flier, Inc.*, 121 Nev. 34, 42, 110 P.3d
7 24, 29 (2005).

8 Analysis

9 The Offer of Judgment was made on May 20, 2013, on behalf of Nav-Reno-
10 GS, LLC. Prior to that date, Nav-Reno-GS, LLC merged into MEI-GSR-Holdings,
11 LLC. Nav-Reno-GS, LLC had no further association with GSR after October 1,
12 2012, and ceased to be the licensee. Additionally, the Offer of Judgment names Nav-
13 Reno-GS, LLC as a "d/b/a of Grand Sierra Resort" and was tendered to Plaintiff's
14 counsel by GSR's counsel, who remained the same throughout the litigation.
15 Plaintiff does not dispute these facts. In fact, the parties stipulated to the
16 substitution of MEI-GSR-Holdings, LLC in place of Nav-Reno-GS, LLC on June 21,
17 2013, one month after the offer was tendered to Plaintiff.

18 These facts more than suggest that Plaintiff was aware of the identity of the
19 offeror, i.e. Plaintiff knew that GSR was the principal entity. Moreover, two theories
20 of liability were asserted against GSR (tortious interference with contract and a
21 violation of the Uniform Trade Secret Act); however, both arose from one contract
22 and the offer was tendered to just one party – Plaintiff. Finally, GSR maintained
23 the same attorneys throughout this litigation with whom Plaintiff consistently dealt
24 with and were familiar with. Thus, in determining what the offeree understood
25 during the negotiation process, the court finds Plaintiff understood the nature of the
26 offer, the party making the offer, and was able to adequately weigh the attendant
27 risks of pursuing litigation against GSR. Thus, the purpose of the rules is furthered
28 and the Offer of Judgment is valid.

1 2. The reasonableness of the fees pursuant to Brunzell

2 Legal Standard

3 In considering the reasonableness of an award of attorney fees, this court
4 must consider and weigh the following factors:

5 (1) *The qualities of the advocate*: his ability, training, education, experience,
6 professional standing and skill;

7 (2) *The character of the work done*: its difficulty, intricacy, importance, the
8 time and skill required, the responsibility imposed and the prominence
9 and character of the parties where they effect the importance of the
10 litigation;

11 (3) *The work actually performed by the lawyer*: the skill, time and attention
12 given to the work; and

13 (4) *The result*: whether the attorney was successful and what benefits were
14 derived.

15 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

16 Analysis

17 As to the first *Brunzell* factor, Mr. Johnson has been practicing law for 25
18 years in the area of complex civil and business litigation. He has demonstrated
19 professional skill and expertise in the area of trade secrets and gaming law. This
20 factor is met. Second, this trial involved complex trade secrets issues including
21 issues of first impressions involving the definition of "trade secret" as it applied to a
22 casino host's "book of business." There was a significant employment law issue
23 involving an employment contract's restrictive non-compete covenant. There were
24 multiple parties, including an intricate defense of a co-defendant. There was a
25 substantial damage issue requiring expert testimony, analysis and argument over
26 disputed theoretical and actual damages models unique to the gaming industry. The
27 court finds the second *Brunzell* factor is met. Third, it appears Mr. Johnson did the
28

1 bulk of the litigation work.¹ This court had an opportunity to observe Mr. Johnson
2 in trial and finds the third factor is met. Finally, the result of the trial was the
3 complete vindication of GSR, thereby fulfilling the fourth factor.

4 The satisfaction of the four-part analysis of *Brunzell* does not automatically
5 terminate this court's inquiry. This court must also determine whether the attorney
6 fees sought are reasonable and justified in timing and amount. *See Beattie*, at 588-
7 89. The court is limited to reviewing the fees incurred from the service of the Offer
8 of Judgment forward. NRCP 68(f)(2); NRS 17.115.

9 GSR seeks \$391,932.80 in attorney fees. However, the Offer of Judgment was
10 served on May 20, 2013. Beginning with May 20, 2013, GSR is entitled to the fees
11 incurred from the date of service of the Offer of Judgment forward, which totals
12 \$190,124.50.

13 This court presided over this case from the temporary restraining order
14 hearing to closing arguments after a bench trial. From this vantage point, the court
15 finds the amount of \$190,124.50 is a reasonable amount of attorney fees when
16 compared with the fees of the other parties to this litigation, and is justified from
17 the date of the Offer of Judgment forward.

18 **3. NRS § 600A.060**

19 In light of the award of attorney's fees pursuant to NRCP 68 and NRS 17.115,
20 the court declines to award additional fees pursuant to NRS 600A.060.

21 **Conclusion**

22 This court finds that Grand Sierra Resort is entitled to an award of attorney
23 fees in the amount of \$190,124.50 and reconfirms the prior order awarding Grand
24 Sierra Resort \$15,540.85 in costs. Defendant Grand Sierra Resort is awarded post-
25 judgment interest in the statutory amount.

26
27
28 ¹ Previously, this court disallowed the award of trial-related fees and costs as to Mr. Cohen, while
allowing his fees and costs for pretrial assistance in the analysis of co-defendant ISLAM's
employment contract. Likewise, this court finds the fees for the work done by the associates and
paralegal to be reasonable and necessarily incurred in the defense of GSR.

1 IT IS FURTHER ORDERED that Grand Sierra Resort submit a redacted
2 copy of its billing statements to Plaintiff within fifteen (15) days of entry of this
3 Order.

4 DATED this 14 day of March, 2014.
5
6

7 Patrick Flanagan
8 Patrick Flanagan
9 DISTRICT COURT JUDGE
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1 CERTIFICATE OF SERVICE

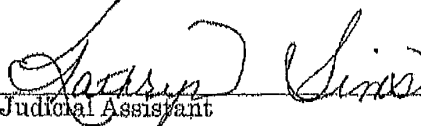
2
3 Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second
4 Judicial District Court of the State of Nevada, County of Washoe; that on this
5 14 day of March, 2014, I electronically filed the following with the Clerk of the
6 Court by using the ECF system which will send a notice of electronic filing to the
7 following:

8 Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,

9 Mark Wray, Esq. for Sumona Islam; and

10 H. Johnson, Esq. for GSR Enterprises

11 I deposited in the Washoe County mailing system for postage and mailing
12 with the United States Postal Service in Reno, Nevada, a true copy of the attached
13 document addressed to:

14
15 
16 Judicial Assistant
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COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

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Exhibit "2"

Exhibit "2"

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

2540
COHEN-JOHNSON, LLC
H. STAN JOHNSON
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

GOLDEN ROAD MOTOR INN, INC., a Nevada
Corporation, d/b/a ATLANTIS CASINO
RESORT SPA,

Case No.: CV12-01171

Plaintiff,

Dept. No.: B7

vs.

SUMONA ISLAM, an individual; MEI-GSR
HOLDINGS LLC d/b/a GRAND SIERRA
RESORT; et.al.

Defendants.

NOTICE OF ENTRY OF ORDER

NOTICE IS HEREBY GIVEN that the ORDER was entered in the above-captioned case
on the 14th day of March, 2014, a copy of which is attached hereto as Exhibit "A".

Dated this 14th day of January, 2014.

COHEN-JOHNSON, LLC

/s/ H. Stan Johnson
H. STAN JOHNSON
Nevada Bar No. 00265
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

Affirmation Pursuant to NRS § 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

INDEX OF EXHIBITS

Exhibits	Description	Pages
1	Order	8

COHEN-JOHNSON, LLC
253 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

CERTIFICATE OF MAILING

I hereby certify that on the 11th day of April, 2014, I served a copy of the foregoing
NOTICE OF ENTRY OF ORDER upon each of the parties via email and by depositing a copy
of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class
Postage fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
Facsimile (775) 348-8351
Attorney for Sumona Islam

and that there is a regular communication by mail between the place of mailing and the places so
addressed.

/s/ Kelly J. Montgomery
An employee of Cohen-Johnson, LLC

Exhibit “A”

Exhibit “A”

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6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF WASHOE
8

9
10 GOLDEN ROAD MOTOR INN, INC.,
11 a Nevada corporation, dba ATLANTIS
CASINO RESORT SPA,

12 Plaintiff,

13 vs.

Case No.: CV12-01171

14 SUMONA ISLAM, an individual,
15 NAV-RENO-GS, LLC, a Nevada
limited liability company, dba GRAND
16 SIERRA RESORT; ABC
CORPORATIONS; XYZ
17 PARTNERSHIPS; and JOHN DOES I
through X, inclusive,

Dept. No.: 7

18 Defendants.
19

20 ORDER

21 Procedural History

22 On October 19, 2013, Defendant, NAV-RENO-GS, LLC, a Nevada limited
23 liability company, dba GRAND SIERRA RESORT (hereafter GSR), filed its *Motion*
24 *for Attorney Fees, and Affidavit of Counsel in Support*. On November 1, 2013,
25 Defendant, SUMONA ISLAM, filed her *Response to Grand Sierra's Motion for*
26 *Attorney's Fees*. On November 4, 2013, Plaintiff, GOLDEN ROAD MOTOR INN,
27 INC., a Nevada corporation, dba ATLANTIS CASINO RESORT SPA (hereafter
28 Atlantis), filed its *Opposition to GSR's Motion for Award of Attorney's Fees and*
Costs, and Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Motion

1 for Award of Attorney's Fees and Costs. On November 6, 2013, this court entered its
2 Order requesting GSR provide more detailed invoices to allow it to determine the
3 reasonableness of GSR's fees. On January 21, 2014, GSR filed its *Renewed Motion*
4 for Award of Attorney's Fees & Costs and Affidavit of Counsel in Support. On
5 February 6, 2014, Atlantis filed its *Opposition to GSR's Renewed Motion for Award*
6 of Attorney Fees & Costs and Affidavit of Counsel in Support. On February 18, 2014,
7 GSR filed its *Reply* and submitted this matter for decision on February 25, 2014.

8 **The Award of Attorney Fees**

9 1. NRCP 68 and NRS § 17.115

10 Legal Standard

11 GSR claims attorney fees as the prevailing party based upon Plaintiffs
12 rejection of its Offer of Judgment under NRCP 68 and NRS §17.115. In
13 determining whether to award attorney fees in the offer of judgment context, a
14 district court is required to weigh and consider the factors outlined in *Beattie v.*
15 *Thomas*, 99 Nev. 579, 668 P.2d 268 (1983). As a threshold matter, however, this
16 court must determine the validity of GSR's Offer of Judgment.

17 When determining the validity of an offer of judgment the court must apply
18 general contract principles. *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254,
19 1257 (2005) (holding that contract principles apply to settlement agreements); and
20 see *Albios v. Horizon Communities Inc.*, 122 Nev. 409, 424, 132 P.3d 1022, 1032
21 (2006) (contract principles apply to NRS 17.115 and NRCP 68's unapportioned
22 offers of judgment). Under general contract principles, the offer must invite
23 acceptance in the offeree. "An offer is the manifestation of willingness to enter into
24 a bargain, so made as to justify another person in *understanding* that his assent to
25 that bargain is invited and will conclude it. Restatement (Second) of Contracts § 24
26 (1981) (emphasis added).

27 Applying these principles to NRCP 68 and NRS 17.115, the court's focus is
28 placed on the offeree's understanding of the offer and whether the offeree had a

1 meaningful opportunity to weigh the attendant risks of the offer. *Edwards*
2 *Industries, Inc. v. DTE/BTE, Inc.*, 112 Nev. 1025, 928 P.2d 569 (1996); *see also*
3 *Bergmann v. Boyce*, 109 Nev. 670, 856 P.2d 560 (1993). The purpose of NRCP 68
4 and NRS 17.115 is settlement. Where there is a single theory of liability, calling for
5 the same person or entity to decide whether or not to settle, this purpose is
6 furthered. *RTTC Commc'ns, LLC v. Saratoga Flier, Inc.*, 121 Nev. 34, 42, 110 P.3d
7 24, 29 (2005).

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9 The Offer of Judgment was made on May 20, 2013, on behalf of Nav-Reno-
10 GS, LLC. Prior to that date, Nav-Reno-GS, LLC merged into MEI-GSR-Holdings,
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12 2012, and ceased to be the licensee. Additionally, the Offer of Judgment names Nav-
13 Reno-GS, LLC as a "d/b/a of Grand Sierra Resort" and was tendered to Plaintiff's
14 counsel by GSR's counsel, who remained the same throughout the litigation.
15 Plaintiff does not dispute these facts. In fact, the parties stipulated to the
16 substitution of MEI-GSR-Holdings, LLC in place of Nav-Reno-GS, LLC on June 21,
17 2018, one month after the offer was tendered to Plaintiff.

18 These facts more than suggest that Plaintiff was aware of the identity of the
19 offeror, i.e. Plaintiff knew that GSR was the principal entity. Moreover, two theories
20 of liability were asserted against GSR (tortious interference with contract and a
21 violation of the Uniform Trade Secret Act); however, both arose from one contract
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23 the same attorneys throughout this litigation with whom Plaintiff consistently dealt
24 with and were familiar with. Thus, in determining what the offeree understood
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26 offer, the party making the offer, and was able to adequately weigh the attendant
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1 2. The reasonableness of the fees pursuant to *Brunzell*

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4 must consider and weigh the following factors:

5 (1) *The qualities of the advocate*: his ability, training, education, experience,
6 professional standing and skill;

7 (2) *The character of the work done*: its difficulty, intricacy, importance, the
8 time and skill required, the responsibility imposed and the prominence
9 and character of the parties where they effect the importance of the
10 litigation;

11 (3) *The work actually performed by the lawyer*: the skill, time and attention
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14 derived.

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16 Analysis

17 As to the first *Brunzell* factor, Mr. Johnson has been practicing law for 25
18 years in the area of complex civil and business litigation. He has demonstrated
19 professional skill and expertise in the area of trade secrets and gaming law. This
20 factor is met. Second, this trial involved complex trade secrets issues including
21 issues of first impressions involving the definition of "trade secret" as it applied to a
22 casino host's "book of business." There was a significant employment law issue
23 involving an employment contract's restrictive non-compete covenant. There were
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25 substantial damage issue requiring expert testimony, analysis and argument over
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27 court finds the second *Brunzell* factor is met. Third, it appears Mr. Johnson did the
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1 bulk of the litigation work.¹ This court had an opportunity to observe Mr. Johnson
2 in trial and finds the third factor is met. Finally, the result of the trial was the
3 complete vindication of GSR, thereby fulfilling the fourth factor.

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13 This court presided over this case from the temporary restraining order
14 hearing to closing arguments after a bench trial. From this vantage point, the court
15 finds the amount of \$190,124.50 is a reasonable amount of attorney fees when
16 compared with the fees of the other parties to this litigation, and is justified from
17 the date of the Offer of Judgment forward.

18 **3. NRS § 600A.060**

19 In light of the award of attorney's fees pursuant to NRCP 68 and NRS 17.115,
20 the court declines to award additional fees pursuant to NRS 600A.060.

21 **Conclusion**

22 This court finds that Grand Sierra Resort is entitled to an award of attorney
23 fees in the amount of \$190,124.50 and reconfirms the prior order awarding Grand
24 Sierra Resort \$15,540.85 in costs. Defendant Grand Sierra Resort is awarded post-
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allowing his fees and costs for pretrial assistance in the analysis of co-defendant ISLAM's
employment contract. Likewise, this court finds the fees for the work done by the associates and
paralegal to be reasonable and necessarily incurred in the defense of GSR.

1 IT IS FURTHER ORDERED that Grand Sierra Resort submit a redacted
2 copy of its billing statements to Plaintiff within fifteen (15) days of entry of this
3 Order.

4 DATED this 14 day of March, 2014.

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7 Patrick Flanagan
8 Patrick Flanagan
9 DISTRICT COURT JUDGE
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Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,
Mark Wray, Esq. for Sumona Islam; and
H. Johnson, Esq. for GSR Enterprises

Arshin Singh
Judicial Assistant

1 **1097**
2 **COHEN-JOHNSON, LLC**
3 H. STAN JOHNSON, ESQ.
4 Nevada Bar No. 265
5 sjohnson@cohenjohnson.com
6 STEVEN B. COHEN, ESQ.
7 Nevada Bar No. 2327
8 255 E. Warm Springs Road, Suite 100
9 Las Vegas, Nevada 89119
10 Telephone: (702) 823-3500
11 Facsimile: (702) 823-3400
12 Attorneys for GRAND SIERRA RESORT

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

9 **IN AND FOR THE COUNTY OF WASHOE**

11 GOLDEN ROAD MOTOR INN, INC., a
12 Nevada Corporation, d/b/a ATLANTIS
CASINO RESORT SPA,

13 Plaintiff,

14 vs.

15 SUMONA ISLAM, an Individual; MEI-GSR
16 HOLDINGS LLC, a Nevada Limited Liability
17 Company, d/b/a GRAND SIERRA RESORT;
18 ABC CORPORATIONS; XYZ
PARTNERSHIPS; AND JOHN DOES I
through X, inclusive,

19 Defendants.

Case No.: CV12-01171

Dept. No.: B7

21 **AMENDED NOTICE OF APPEAL**

22 Pursuant to *NRAP* 4, notice is hereby given that Defendant, MEI-GSR HOLDINGS LLC, a
23 Nevada Limited Liability Company, d/b/a GRAND SIERRA RESORT, by and through its counsel
24 of record, H. Stan Johnson, Esq. of COHEN|JOHNSON, hereby appeals to the Supreme Court of
25 the State of Nevada from the decision of the Court set forth in the Order entered on March 14,
26 2014, which Notice of Entry of Order was filed and served on April 11, 2014, and all prior related
27 Orders or Decisions relating to the same representing, collectively, the decision of this Court
28 following the trial which concluded on July 18, 2013.

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

1 Defendant, MEI-GSR HOLDINGS LLC, a Nevada Limited Liability Company, d/b/a
2 GRAND SIERRA RESORT, filed its original Notice of Appeal with this Court on April 14, 2014.

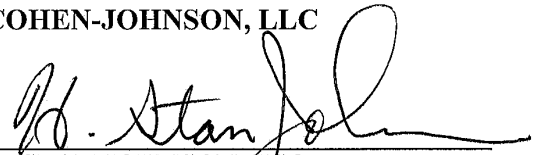
3 A true and correct copy of said Order, as well as the Notice of Entry of Order, filed and
4 served on April 11, 2014, are attached hereto respectively as **Exhibits "1"** through **"3"** and
5 incorporated herein by this reference.

6 **Affirmation Pursuant to NRS 239B.030**

7 The undersigned does hereby affirm that the preceding document does not contain the
8 social security number of any person.

9 DATED this 8th day of May 2014

10 COHEN-JOHNSON, LLC

11 

12 H. STAN JOHNSON, ESQ.

13 Nevada Bar No. 265

14 STEVEN B. COHEN, ESQ.

15 Nevada Bar No. 2307

16 255 E. Warm Springs Road, Suite 100

17 Las Vegas, Nevada 89119

18 Telephone: (702) 823-3500

19 Facsimile: (702) 823-3400

20 Attorneys for Grand Sierra Resort

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

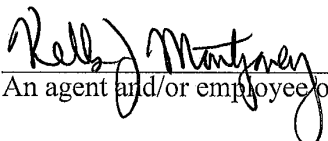
CERTIFICATE OF MAILING

I hereby certify that on the 8th day of May, 2014, **AMENDED NOTICE OF APPEAL**,
was served on ALL INTERESTED PARTIES by email and mailing a copy thereof to their
last-known address, first class mail, postage prepaid, to:

Robert A. Dotson, Esq.
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
rdotson@laxalt-nomura.com

Robert L. Eisenberg, Esq.
Lemons, Grundy & Eisenberg
6005 Plumas Street, 3rd Floor
Reno, Nevada 89519
rle@lge.net

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
mwrap@markwraylaw.com


An agent and/or employee of COHEN-JOHNSON, LLC

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INDEX OF EXHIBITS

Exhibits

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3	Notice of Entry of Order	13

FILED
Electronically
2014-05-08 02:08:26 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4423604 : yvilorla

EXHIBIT “1”

EXHIBIT “1”

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

GOLDEN ROAD MOTOR INN, INC.,
a Nevada corporation, dba ATLANTIS
CASINO RESORT SPA,

Plaintiff,

vs.

Case No.: CV12-01171

SUMONA ISLAM, an individual,
NAV-RENO-GS, LLC, a Nevada
limited liability company, dba GRAND
SIERRA RESORT; ABC
CORPORATIONS; XYZ
PARTNERSHIPS; and JOHN DOES I
through X, inclusive,

Dept. No.: 7

Defendants.

ORDER

Procedural History

On October 19, 2013, Defendant, NAV-RENO-GS, LLC, a Nevada limited liability company, dba GRAND SIERRA RESORT (hereafter GSR), filed its *Motion for Attorney Fees*, and *Affidavit of Counsel in Support*. On November 1, 2013, Defendant, SUMONA ISLAM, filed her *Response to Grand Sierra's Motion for Attorney's Fees*. On November 4, 2013, Plaintiff, GOLDEN ROAD MOTOR INN, INC., a Nevada corporation, dba ATLANTIS CASINO RESORT SPA (hereafter Atlantis), filed its *Opposition to GSR's Motion for Award of Attorney's Fees and Costs*, and *Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Motion*

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5 February 6, 2014, Atlantis filed its *Opposition to GSR's Renewed Motion for Award*
6 *of Attorney Fees & Costs and Affidavit of Counsel in Support*. On February 18, 2014,
7 GSR filed its *Reply* and submitted this matter for decision on February 25, 2014.

8 **The Award of Attorney Fees**

9 1. NRCP 68 and NRS § 17.115

10 Legal Standard

11 GSR claims attorney fees as the prevailing party based upon Plaintiff's
12 rejection of its Offer of Judgment under NRCP 68 and NRS §17.115. In
13 determining whether to award attorney fees in the offer of judgment context, a
14 district court is required to weigh and consider the factors outlined in *Beattie v.*
15 *Thomas*, 99 Nev. 579, 668 P.2d 268 (1983). As a threshold matter, however, this
16 court must determine the validity of GSR's Offer of Judgment.

17 When determining the validity of an offer of judgment the court must apply
18 general contract principles. *May v. Anderson*, 121 Nev. 668, 672, 119 P.3d 1254,
19 1257 (2005) (holding that contract principles apply to settlement agreements); and
20 see *Albios v. Horizon Communities Inc.*, 122 Nev. 409, 424, 132 P.3d 1022, 1032
21 (2006) (contract principles apply to NRS 17.115 and NRCP 68's unapportioned
22 offers of judgment). Under general contract principles, the offer must invite
23 acceptance in the offeree. "An offer is the manifestation of willingness to enter into
24 a bargain, so made as to justify another person in *understanding* that his assent to
25 that bargain is invited and will conclude it. Restatement (Second) of Contracts § 24
26 (1981) (emphasis added).

27 Applying these principles to NRCP 68 and NRS 17.115, the court's focus is
28 placed on the offeree's understanding of the offer and whether the offeree had a

1 meaningful opportunity to weigh the attendant risks of the offer. *Edwards*
2 *Industries, Inc. v. DTE/BTE, Inc.*, 112 Nev. 1025, 923 P.2d 569 (1996); *see also*
3 *Bergmann v. Boyce*, 109 Nev. 670, 856 P.2d 560 (1993). The purpose of NRCP 68
4 and NRS 17.115 is settlement. Where there is a single theory of liability, calling for
5 the same person or entity to decide whether or not to settle, this purpose is
6 furthered. *RTTC Commc'ns, LLC v. Saratoga Flier, Inc.*, 121 Nev. 34, 42, 110 P.3d
7 24, 29 (2005).

8 Analysis

9 The Offer of Judgment was made on May 20, 2013, on behalf of Nav-Reno-
10 GS, LLC. Prior to that date, Nav-Reno-GS, LLC merged into MEI-GSR-Holdings,
11 LLC. Nav-Reno-GS, LLC had no further association with GSR after October 1,
12 2012, and ceased to be the licensee. Additionally, the Offer of Judgment names Nav-
13 Reno-GS, LLC as a “d/b/a of Grand Sierra Resort” and was tendered to Plaintiff’s
14 counsel by GSR’s counsel, who remained the same throughout the litigation.
15 Plaintiff does not dispute these facts. In fact, the parties stipulated to the
16 substitution of MEI-GSR-Holdings, LLC in place of Nav-Reno-GS, LLC on June 21,
17 2013, one month after the offer was tendered to Plaintiff.

18 These facts more than suggest that Plaintiff was aware of the identity of the
19 offeror, *i.e.* Plaintiff knew that GSR was the principal entity. Moreover, two theories
20 of liability were asserted against GSR (tortious interference with contract and a
21 violation of the Uniform Trade Secret Act); however, both arose from one contract
22 and the offer was tendered to just one party – Plaintiff. Finally, GSR maintained
23 the same attorneys throughout this litigation with whom Plaintiff consistently dealt
24 with and were familiar with. Thus, in determining what the offeree understood
25 during the negotiation process, the court finds Plaintiff understood the nature of the
26 offer, the party making the offer, and was able to adequately weigh the attendant
27 risks of pursuing litigation against GSR. Thus, the purpose of the rules is furthered
28 and the Offer of Judgment is valid.

1 2. The reasonableness of the fees pursuant to *Brunzell*

2 Legal Standard

3 In considering the reasonableness of an award of attorney fees, this court
4 must consider and weigh the following factors:

5 (1) *The qualities of the advocate*: his ability, training, education, experience,
6 professional standing and skill;

7 (2) *The character of the work done*: its difficulty, intricacy, importance, the
8 time and skill required, the responsibility imposed and the prominence
9 and character of the parties where they effect the importance of the
10 litigation;

11 (3) *The work actually performed by the lawyer*: the skill, time and attention
12 given to the work; and

13 (4) *The result*: whether the attorney was successful and what benefits were
14 derived.

15 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

16 Analysis

17 As to the first *Brunzell* factor, Mr. Johnson has been practicing law for 25
18 years in the area of complex civil and business litigation. He has demonstrated
19 professional skill and expertise in the area of trade secrets and gaming law. This
20 factor is met. Second, this trial involved complex trade secrets issues including
21 issues of first impressions involving the definition of "trade secret" as it applied to a
22 casino host's "book of business." There was a significant employment law issue
23 involving an employment contract's restrictive non-compete covenant. There were
24 multiple parties, including an intricate defense of a co-defendant. There was a
25 substantial damage issue requiring expert testimony, analysis and argument over
26 disputed theoretical and actual damages models unique to the gaming industry. The
27 court finds the second *Brunzell* factor is met. Third, it appears Mr. Johnson did the
28

1 bulk of the litigation work.¹ This court had an opportunity to observe Mr. Johnson
2 in trial and finds the third factor is met. Finally, the result of the trial was the
3 complete vindication of GSR, thereby fulfilling the fourth factor.

4 The satisfaction of the four-part analysis of *Brunzell* does not automatically
5 terminate this court's inquiry. This court must also determine whether the attorney
6 fees sought are reasonable and justified in timing and amount. *See Beattie*, at 588-
7 89. The court is limited to reviewing the fees incurred from the service of the Offer
8 of Judgment forward. NRCP 68(f)(2); NRS 17.115.

9 GSR seeks \$391,932.80 in attorney fees. However, the Offer of Judgment was
10 served on May 20, 2013. Beginning with May 20, 2013, GSR is entitled to the fees
11 incurred from the date of service of the Offer of Judgment forward, which totals
12 \$190,124.50.

13 This court presided over this case from the temporary restraining order
14 hearing to closing arguments after a bench trial. From this vantage point, the court
15 finds the amount of \$190,124.50 is a reasonable amount of attorney fees when
16 compared with the fees of the other parties to this litigation, and is justified from
17 the date of the Offer of Judgment forward.

18 3. NRS § 600A.060

19 In light of the award of attorney's fees pursuant to NRCP 68 and NRS 17.115,
20 the court declines to award additional fees pursuant to NRS 600A.060.

21 Conclusion

22 This court finds that Grand Sierra Resort is entitled to an award of attorney
23 fees in the amount of **\$190,124.50** and reconfirms the prior order awarding Grand
24 Sierra Resort **\$15,540.85** in costs. Defendant Grand Sierra Resort is awarded post-
25 judgment interest in the statutory amount.

26
27
28 ¹ Previously, this court disallowed the award of trial-related fees and costs as to Mr. Cohen, while
allowing his fees and costs for pretrial assistance in the analysis of co-defendant ISLAM's
employment contract. Likewise, this court finds the fees for the work done by the associates and
paralegal to be reasonable and necessarily incurred in the defense of GSR.

1 IT IS FURTHER ORDERED that Grand Sierra Resort submit a redacted
2 copy of its billing statements to Plaintiff within fifteen (15) days of entry of this
3 Order.

4 DATED this 14 day of March, 2014.

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7 Patrick Flanagan
8 Patrick Flanagan
9 DISTRICT COURT JUDGE
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Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,
Mark Wray, Esq. for Sumona Islam; and
H. Johnson, Esq. for GSR Enterprises

Adrian Sims
Judicial Assistant

FILED
Electronically
2014-05-08 02:08:26 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4423604 : yvilorla

EXHIBIT “2”

EXHIBIT “2”

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

2540
COHEN-JOHNSON, LLC
H. STAN JOHNSON
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

GOLDEN ROAD MOTOR INN, INC., a Nevada
Corporation, d/b/a ATLANTIS CASINO
RESORT SPA,

Case No.: CV12-01171

Plaintiff,

Dept. No.: B7

vs.

SUMONA ISLAM, an individual; MEI-GSR
HOLDINGS LLC d/b/a GRAND SIERRA
RESORT; et.al.

Defendants.

NOTICE OF ENTRY OF ORDER

NOTICE IS HEREBY GIVEN that the ORDER was entered in the above-captioned case
on the 14th day of March, 2014, a copy of which is attached hereto as Exhibit "A".

Dated this 14th day of January, 2014.

COHEN-JOHNSON, LLC

/s/ H. Stan Johnson
H. STAN JOHNSON
Nevada Bar No. 00265
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

Affirmation Pursuant to NRS § 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

INDEX OF EXHIBITS

Exhibits	Description	Pages
1	Order	8

CERTIFICATE OF MAILING

I hereby certify that on the 11th day of April, 2014, I served a copy of the foregoing
NOTICE OF ENTRY OF ORDER upon each of the parties via email and by depositing a copy
of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class
Postage fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
Facsimile (775) 348-8351
Attorney for Sumona Islam

and that there is a regular communication by mail between the place of mailing and the places so
addressed.

/s/ Kelly J. Montgomery
An employee of Cohen-Johnson, LLC

Exhibit “A”

Exhibit “A”

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

GOLDEN ROAD MOTOR INN, INC.,
a Nevada corporation, dba ATLANTIS
CASINO RESORT SPA,

Plaintiff,

vs.

Case No.: CV12-01171

Dept. No.: 7

SUMONA ISLAM, an individual,
NAV-RENO-GS, LLC, a Nevada
limited liability company, dba GRAND
SIERRA RESORT; ABC
CORPORATIONS; XYZ
PARTNERSHIPS; and JOHN DOES I
through X, inclusive,

Defendants.

ORDER

Procedural History

On October 19, 2013, Defendant, NAV-RENO-GS, LLC, a Nevada limited liability company, dba GRAND SIERRA RESORT (hereafter GSR), filed its *Motion for Attorney Fees*, and *Affidavit of Counsel in Support*. On November 1, 2013, Defendant, SUMONA ISLAM, filed her *Response to Grand Sierra's Motion for Attorney's Fees*. On November 4, 2013, Plaintiff, GOLDEN ROAD MOTOR INN, INC., a Nevada corporation, dba ATLANTIS CASINO RESORT SPA (hereafter Atlantis), filed its *Opposition to GSR's Motion for Award of Attorney's Fees and Costs*, and *Affidavit of Counsel in Support of Plaintiff's Opposition to GSR's Motion*

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5 February 6, 2014, Atlantis filed its *Opposition to GSR's Renewed Motion for Award*
6 *of Attorney Fees & Costs and Affidavit of Counsel in Support*. On February 18, 2014,
7 GSR filed its *Reply* and submitted this matter for decision on February 25, 2014.

8 The Award of Attorney Fees

9 1. NRCP 68 and NRS § 17.115

10 Legal Standard

11 GSR claims attorney fees as the prevailing party based upon Plaintiff's
12 rejection of its Offer of Judgment under NRCP 68 and NRS §17.115. In
13 determining whether to award attorney fees in the offer of judgment context, a
14 district court is required to weigh and consider the factors outlined in *Beattie v.*
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16 court must determine the validity of GSR's Offer of Judgment.

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25 that bargain is invited and will conclude it. Restatement (Second) of Contracts § 24
26 (1981) (emphasis added).

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9 The Offer of Judgment was made on May 20, 2013, on behalf of Nav-Reno-
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11 LLC. Nav-Reno-GS, LLC had no further association with GSR after October 1,
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14 counsel by GSR's counsel, who remained the same throughout the litigation.
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19 offeror, i.e. Plaintiff knew that GSR was the principal entity. Moreover, two theories
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21 violation of the Uniform Trade Secret Act); however, both arose from one contract
22 and the offer was tendered to just one party – Plaintiff. Finally, GSR maintained
23 the same attorneys throughout this litigation with whom Plaintiff consistently dealt
24 with and were familiar with. Thus, in determining what the offeree understood
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6 professional standing and skill;

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9 and character of the parties where they effect the importance of the
10 litigation;

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19 professional skill and expertise in the area of trade secrets and gaming law. This
20 factor is met. Second, this trial involved complex trade secrets issues including
21 issues of first impressions involving the definition of "trade secret" as it applied to a
22 casino host's "book of business." There was a significant employment law issue
23 involving an employment contract's restrictive non-compete covenant. There were
24 multiple parties, including an intricate defense of a co-defendant. There was a
25 substantial damage issue requiring expert testimony, analysis and argument over
26 disputed theoretical and actual damages models unique to the gaming industry. The
27 court finds the second *Brunzell* factor is met. Third, it appears Mr. Johnson did the
28

1 bulk of the litigation work.¹ This court had an opportunity to observe Mr. Johnson
2 in trial and finds the third factor is met. Finally, the result of the trial was the
3 complete vindication of GSR, thereby fulfilling the fourth factor.

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13 This court presided over this case from the temporary restraining order
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15 finds the amount of \$190,124.50 is a reasonable amount of attorney fees when
16 compared with the fees of the other parties to this litigation, and is justified from
17 the date of the Offer of Judgment forward.

18 3. NRS § 600A.060

19 In light of the award of attorney's fees pursuant to NRCF 68 and NRS 17.115,
20 the court declines to award additional fees pursuant to NRS 600A.060.

21 Conclusion

22 This court finds that Grand Sierra Resort is entitled to an award of attorney
23 fees in the amount of \$190,124.50 and reconfirms the prior order awarding Grand
24 Sierra Resort \$15,540.85 in costs. Defendant Grand Sierra Resort is awarded post-
25 judgment interest in the statutory amount.

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1 IT IS FURTHER ORDERED that Grand Sierra Resort submit a redacted
2 copy of its billing statements to Plaintiff within fifteen (15) days of entry of this
3 Order.

4 DATED this 14 day of March, 2014.

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7 Patrick Flanagan
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9 DISTRICT COURT JUDGE
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Joey Orduna Hastings
Clerk of the Court
Transaction # 4423604 : yvilorla

EXHIBIT “3”

EXHIBIT “3”

1 **2540**
2 **COHEN-JOHNSON, LLC**
3 H. STAN JOHNSON
4 Nevada Bar No. 00265
5 sjohnson@cohenjohnson.com
6 STEVEN B. COHEN, ESQ.
7 Nevada Bar No. 2327
8 255 E. Warm Springs Road, Suite 100
9 Las Vegas, Nevada 89119
10 Telephone: (702) 823-3500
11 Facsimile: (702) 823-3400
12 Attorneys for Grand Sierra Resort

8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE COUNTY OF WASHOE**

10 GOLDEN ROAD MOTOR INN, INC., a Nevada
11 Corporation, d/b/a ATLANTIS CASINO
12 RESORT SPA,

Case No.: CV12-01171

12 Plaintiff,

Dept. No.: B7

13 vs.

14 SUMONA ISLAM, an individual; MEI-GSR
15 HOLDINGS LLC d/b/a GRAND SIERRA
16 RESORT; et.al.

16 Defendants.

17 **NOTICE OF ENTRY OF ORDER**

18 NOTICE IS HEREBY GIVEN that the ORDER was entered in the above-captioned case
19 on the 14th day of March, 2014, a copy of which is attached hereto as Exhibit "A".

20 Dated this 14th day of January, 2014.

21 **COHEN-JOHNSON, LLC**

22 /s/ H. Stan Johnson
23 H. STAN JOHNSON
24 Nevada Bar No. 00265
25 STEVEN B. COHEN, ESQ.
26 Nevada Bar No. 2327
27 255 E. Warm Springs Road, Suite 100
28 Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

Affirmation Pursuant to NRS § 239B.030

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

COHEN-JOHNSON, LLC
255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119
(702) 823-3500 FAX: (702) 823-3400

INDEX OF EXHIBITS

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1	Order	8

CERTIFICATE OF MAILING

I hereby certify that on the 11th day of April, 2014, I served a copy of the foregoing
NOTICE OF ENTRY OF ORDER upon each of the parties via email and by depositing a copy
of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class
Postage fully prepaid, and addressed to:

Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
Angela M. Bader, Esq.
Laxalt & Nomura, Ltd.
9600 Gateway Drive
Reno, Nevada 89521
Attorney for Plaintiff

Mark Wray, Esq.
Law Office of Mark Wray
608 Lander Street
Reno, Nevada 89509
Facsimile (775) 348-8351
Attorney for Sumona Islam

and that there is a regular communication by mail between the place of mailing and the places so
addressed.

/s/ Kelly J. Montgomery
An employee of Cohen-Johnson, LLC

Exhibit “A”

Exhibit “A”

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

GOLDEN ROAD MOTOR INN, INC.,
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12 2012, and ceased to be the licensee. Additionally, the Offer of Judgment names Nav-
13 Reno-GS, LLC as a "d/b/a of Grand Sierra Resort" and was tendered to Plaintiff's
14 counsel by GSR's counsel, who remained the same throughout the litigation.
15 Plaintiff does not dispute these facts. In fact, the parties stipulated to the
16 substitution of MEI-GSR-Holdings, LLC in place of Nav-Reno-GS, LLC on June 21,
17 2013, one month after the offer was tendered to Plaintiff.

18 These facts more than suggest that Plaintiff was aware of the identity of the
19 offeror, i.e. Plaintiff knew that GSR was the principal entity. Moreover, two theories
20 of liability were asserted against GSR (tortious interference with contract and a
21 violation of the Uniform Trade Secret Act); however, both arose from one contract
22 and the offer was tendered to just one party – Plaintiff. Finally, GSR maintained
23 the same attorneys throughout this litigation with whom Plaintiff consistently dealt
24 with and were familiar with. Thus, in determining what the offeree understood
25 during the negotiation process, the court finds Plaintiff understood the nature of the
26 offer, the party making the offer, and was able to adequately weigh the attendant
27 risks of pursuing litigation against GSR. Thus, the purpose of the rules is furthered
28 and the Offer of Judgment is valid.

1 2. The reasonableness of the fees pursuant to *Brunzell*

2 Legal Standard

3 In considering the reasonableness of an award of attorney fees, this court
4 must consider and weigh the following factors:

5 (1) *The qualities of the advocate*: his ability, training, education, experience,
6 professional standing and skill;

7 (2) *The character of the work done*: its difficulty, intricacy, importance, the
8 time and skill required, the responsibility imposed and the prominence
9 and character of the parties where they effect the importance of the
10 litigation;

11 (3) *The work actually performed by the lawyer*: the skill, time and attention
12 given to the work; and

13 (4) *The result*: whether the attorney was successful and what benefits were
14 derived.

15 *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969).

16 Analysis

17 As to the first *Brunzell* factor, Mr. Johnson has been practicing law for 25
18 years in the area of complex civil and business litigation. He has demonstrated
19 professional skill and expertise in the area of trade secrets and gaming law. This
20 factor is met. Second, this trial involved complex trade secrets issues including
21 issues of first impressions involving the definition of "trade secret" as it applied to a
22 casino host's "book of business." There was a significant employment law issue
23 involving an employment contract's restrictive non-compete covenant. There were
24 multiple parties, including an intricate defense of a co-defendant. There was a
25 substantial damage issue requiring expert testimony, analysis and argument over
26 disputed theoretical and actual damages models unique to the gaming industry. The
27 court finds the second *Brunzell* factor is met. Third, it appears Mr. Johnson did the
28

1 bulk of the litigation work.¹ This court had an opportunity to observe Mr. Johnson
2 in trial and finds the third factor is met. Finally, the result of the trial was the
3 complete vindication of GSR, thereby fulfilling the fourth factor.

4 The satisfaction of the four-part analysis of *Brunzell* does not automatically
5 terminate this court's inquiry. This court must also determine whether the attorney
6 fees sought are reasonable and justified in timing and amount. *See Beattie*, at 588-
7 89. The court is limited to reviewing the fees incurred from the service of the Offer
8 of Judgment forward. NRCP 68(f)(2); NRS 17.115.

9 GSR seeks \$391,932.80 in attorney fees. However, the Offer of Judgment was
10 served on May 20, 2013. Beginning with May 20, 2013, GSR is entitled to the fees
11 incurred from the date of service of the Offer of Judgment forward, which totals
12 \$190,124.50.

13 This court presided over this case from the temporary restraining order
14 hearing to closing arguments after a bench trial. From this vantage point, the court
15 finds the amount of \$190,124.50 is a reasonable amount of attorney fees when
16 compared with the fees of the other parties to this litigation, and is justified from
17 the date of the Offer of Judgment forward.

18 3. NRS § 600A.060

19 In light of the award of attorney's fees pursuant to NRCP 68 and NRS 17.115,
20 the court declines to award additional fees pursuant to NRS 600A.060.

21 Conclusion

22 This court finds that Grand Sierra Resort is entitled to an award of attorney
23 fees in the amount of \$190,124.50 and reconfirms the prior order awarding Grand
24 Sierra Resort \$15,540.85 in costs. Defendant Grand Sierra Resort is awarded post-
25 judgment interest in the statutory amount.

26
27
28 ¹ Previously, this court disallowed the award of trial-related fees and costs as to Mr. Cohen, while
allowing his fees and costs for pretrial assistance in the analysis of co-defendant ISLAM's
employment contract. Likewise, this court finds the fees for the work done by the associates and
paralegal to be reasonable and necessarily incurred in the defense of GSR.

1 IT IS FURTHER ORDERED that Grand Sierra Resort submit a redacted
2 copy of its billing statements to Plaintiff within fifteen (15) days of entry of this
3 Order.

4 DATED this 14 day of March, 2014.

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6
7 Patrick Flanagan
8 Patrick Flanagan
9 DISTRICT COURT JUDGE
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Robert Dotson, Esq. for Golden Road Motor Inn, Inc.,
Mark Wray, Esq. for Sumona Islam; and
H. Johnson, Esq. for GSR Enterprises

Kathryn Sims
Judicial Assistant