

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

Electronically Filed
Apr 28 2014 10:16 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

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

Case No.: CV12-01171

Dept No.: B7

14 Plaintiff,

15 vs.

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

22 Defendants.

23 **AMENDED NOTICE OF APPEAL**

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

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
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRC P 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 21 day of April, 2014.

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L. MORGAN BOGUMIL

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INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
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

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, Suite100
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

13 Plaintiff,

Dept. No.: B7

14 vs.

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

18 Defendants.

19 **NOTICE OF ENTRY OF ORDER**

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

22 Dated this 14th day of January, 2014.

23 **COHEN-JOHNSON, LLC**

24 */s/ H. Stan Johnson*
25 H. STAN JOHNSON
26 Nevada Bar No. 00265
27 STEVEN B. COHEN, ESQ.
28 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.

INDEX OF EXHIBITS

Exhibits	Description	Pages
1	Order	8

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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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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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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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*

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.

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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.

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

DATED this 14 day of March, 2014.

Patrick Flanagan
Patrick Flanagan
DISTRICT COURT JUDGE

1 CERTIFICATE OF SERVICE

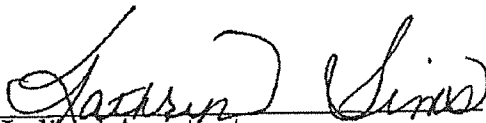
2
3 Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second
4 Judicial District Court of the State of Nevada, County of Washoe; that on this
5 14 day of March, 2014, I electronically filed the following with the Clerk of the
6 Court by using the ECF system which will send a notice 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 Sarah J. Lewis
17 Judicial Assistant
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**SECOND JUDICIAL DISTRICT COURT
STATE OF NEVADA
COUNTY OF WASHOE**

Case History - CV12-01171

Case Description: GOLDEN ROAD MOTOR VS. SUMONA ISLAM ETAL (B7)

Case Number: CV12-01171 Case Type: GENERAL CIVIL - Initially Filed On: 4/27/2012

Parties

<u>Party Type & Name</u>	<u>Party Status</u>
JUDG - JANET J. BERRY - D1	Party ended on: 6/5/2012 12:00:00AM
JUDG - BRENT ADAMS - B6	Party ended on: 5/15/2012 12:00:00AM
JUDG - PATRICK FLANAGAN - B7	Active
PLTF - GOLDEN ROAD MOTOR INN, INC. - @1178	Active
DEFT - SUMONA ISLAM - @102054	Active
DEFT - NAV-RENO-GS, LLC - @1222940	Active
DEFT - GSR ENTERPRISES, LLC - @1222500	Active
ATTY - Mark Douglas Wray, Esq. - 4425	Active
ATTY - H. Stan Johnson, Esq. - 265	Active
ATTY - Brian A. Morris, Esq - 11217	Active
ATTY - Angela M. Bader, Esq. - 5574	Active
ATTY - Robert A. Dotson, Esq. - 5285	Active

Disposed Hearings

- 1 Department: B6 -- Event: APPLICATION FOR TRO -- Scheduled Date & Time: 5/7/2012 at 13:30:00
Extra Event Text: P - ROB DOTSON - 322-1170
Event Disposition: D435 - 5/7/2012
- 2 Department: B6 -- Event: PRELIMINARY INJUNCTION -- Scheduled Date & Time: 5/21/2012 at 09:00:00
Extra Event Text: P - ROB DOTSON - 322-1170
Event Disposition: D845 - 5/15/2012
- 3 Department: D1 -- Event: Request for Submission -- Scheduled Date & Time: 5/21/2012 at 08:19:00
Extra Event Text: PROPOSED TRO AGAINST NAV-RENO-GS, LLC (PRINTED WITH CK)
Event Disposition: S200 - 6/7/2012
- 4 Department: B6 -- Event: PRELIMINARY INJUNCTION -- Scheduled Date & Time: 5/29/2012 at 09:00:00
Extra Event Text: ALTERNATE DATE IF CT NOT AVAILABLE ON 5/21
Event Disposition: D843 - 5/23/2012
- 5 Department: D7 -- Event: STATUS HEARING -- Scheduled Date & Time: 6/20/2012 at 15:00:00

Event Disposition: D435 - 6/20/2012
- 6 Department: D7 -- Event: STATUS HEARING -- Scheduled Date & Time: 8/2/2012 at 13:30:00

Event Disposition: D875 - 8/2/2012
- 7 Department: D7 -- Event: EXHIBITS TO BE MARKED W/CLERK -- Scheduled Date & Time: 8/24/2012 at 09:00:00
Extra Event Text: IN JURY ROOM
Event Disposition: D850 - 8/24/2012

Report Does Not Contain Sealed Cases or Confidential Information

- 8 Department: D7 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 8/27/2012 at 09:30:00
Extra Event Text: AND PRELIMINARY INJUNCTION - FOUR DAYS
Event Disposition: D843 - 7/16/2012
- 9 Department: D7 -- Event: PRELIMINARY INJUNCTION -- Scheduled Date & Time: 8/27/2012 at 09:30:00

Event Disposition: D845 - 8/24/2012
- 10 Department: D7 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 8/27/2012 at 09:30:00
Extra Event Text: AND PRELIMINARY INJUNCTION - FOUR DAYS
Event Disposition: D843 - 7/16/2012
- 11 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 1/17/2013 at 16:20:00
Extra Event Text: PLAINTIFF'S MOTION TO COMPEL
Event Disposition: S200 - 1/18/2013
- 12 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 1/17/2013 at 13:01:00
Extra Event Text: PLAINTIFF'S MOTION TO COMPEL
Event Disposition: S200 - 2/5/2013
- 13 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 3/5/2013 at 12:31:00
Extra Event Text: MOTION TO DISSOLVE PRELIMINARY INJUNCTION FILED 2/2/2013
Event Disposition: S200 - 4/25/2013
- 14 Department: D7 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 3/13/2013 at 13:15:00
Extra Event Text: Prel Injunc - 08.27.12 - 9:00 a.m.
Event Disposition: D844 - 2/12/2013
- 15 Department: D7 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 3/25/2013 at 09:30:00
Extra Event Text: Prel Injunc - 08.27.12 - 9:00 a.m.
Event Disposition: D844 - 2/12/2013
- 16 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 3/25/2013 at 09:26:00
Extra Event Text: PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT
Event Disposition: S200 - 5/7/2013
- 17 Department: D7 -- Event: STATUS HEARING -- Scheduled Date & Time: 4/23/2013 at 13:30:00

Event Disposition: D435 - 4/23/2013
- 18 Department: D7 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 4/29/2013 at 16:45:00

Event Disposition: D435 - 4/29/2013
- 19 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 5/7/2013 at 14:22:00
Extra Event Text: MOTION TO COMPEL AGAINST GSR
Event Disposition: S200 - 5/9/2013
- 20 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 5/7/2013 at 09:30:00
Extra Event Text: GOLDEN ROAD'S MOTION TO COMPEL AGAINST GSR
Event Disposition: S200 - 5/24/2013
- 21 Department: D6 -- Event: SETTLEMENT CONFERENCE -- Scheduled Date & Time: 5/9/2013 at 09:00:00
Extra Event Text: B7 case
Event Disposition: D845 - 5/9/2013

- 22 Department: D7 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 5/30/2013 at 13:15:00
Event Disposition: D843 - 4/23/2013
- 23 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 6/4/2013 at 16:56:00
Extra Event Text: GRAND SIERRA RESORT'S MOTION TO COMPEL DISCOVERY RESPONSES
Event Disposition: S200 - 6/10/2013
- 24 Department: D7 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 6/10/2013 at 09:30:00
Extra Event Text: BUS CT TRIAL RESET TO 06.10.13 VIA STIPULATION FILED 02.12.13 - ks
Event Disposition: D844 - 4/23/2013
- 25 Department: D7 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 6/10/2013 at 13:15:00
Event Disposition: D430 - 6/10/2013
- 26 Department: D7 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 7/1/2013 at 09:30:00
Extra Event Text: Trial - 07.01.13 - 9:30 a.m. [#1 B7 - 8 day bench] TRIAL RESET TO COMMENCE 07.01.13 - 9:30 A.M. - PURSUANT TO STATUS HEARING OF
Event Disposition: D832 - 7/1/2013
- 27 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 7/1/2013 at 08:00:00
Extra Event Text: PLAINTIFF'S MOTION TO STRIKE THE MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY GSR
Event Disposition: S200 - 7/15/2013
- 28 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/2/2013 at 09:00:00
Extra Event Text: DAY 2
Event Disposition: D832 - 7/2/2013
- 29 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/3/2013 at 13:30:00
Extra Event Text: DAY 3
Event Disposition: D832 - 7/3/2013
- 30 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/8/2013 at 09:30:00
Extra Event Text: DAY 4
Event Disposition: D832 - 7/8/2013
- 31 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/9/2013 at 09:00:00
Extra Event Text: DAY FIVE
Event Disposition: D832 - 7/9/2013
- 32 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/10/2013 at 11:00:00
Event Disposition: D832 - 7/10/2013
- 33 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/11/2013 at 13:30:00
Extra Event Text: DAY SEVEN
Event Disposition: D832 - 7/11/2013
- 34 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/12/2013 at 10:00:00
Extra Event Text: DAY EIGHT
Event Disposition: D832 - 7/12/2013
- 35 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/16/2013 at 09:00:00
Extra Event Text: DAY 9
Event Disposition: D832 - 7/16/2013

- 36 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/17/2013 at 14:00:00
Extra Event Text: DAY 10 - CLOSING ARGUMENTS
Event Disposition: D832 - 7/17/2013
- 37 Department: D7 -- Event: TRIAL ONGOING -- Scheduled Date & Time: 7/18/2013 at 09:00:00
Extra Event Text: DAY 11
Event Disposition: D424 - 7/18/2013
- 38 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 8/13/2013 at 17:00:00
Extra Event Text: PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW (PAPER ORDER PROVIDED)
Event Disposition: S200 - 8/14/2013
- 39 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 9/11/2013 at 09:32:00
Extra Event Text: PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY'S FEES
Event Disposition: S200 - 11/8/2013
- 40 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 9/23/2013 at 15:48:00
Extra Event Text: PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW AS TO GOLDEN ROAD MOTOR INN (ORDER ATTACHED AS EXHIBIT)
Event Disposition: S200 - 9/23/2013
- 41 Department: D7 -- Event: STATUS HEARING -- Scheduled Date & Time: 9/24/2013 at 13:30:00

Event Disposition: D435 - 9/24/2013
- 42 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 10/17/2013 at 13:31:00
Extra Event Text: RETAX COSTS OF DEFENDANT GRAND SIERRA RESORT
Event Disposition: S200 - 11/8/2013
- 43 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 12/2/2013 at 08:54:00
Extra Event Text: DEFENDANT ISLAM'S MOTION FOR ORDER TO FILE ATTORNEY'S FEES RECORDS OF ATLANTIS IN THE OFFICIAL COURT RECORD
Event Disposition: S200 - 12/24/2013
- 44 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 12/2/2013 at 09:00:00
Extra Event Text: PLAINTIFF'S MOTION TO STAY ENFORCEMENT OF JUDGMENT AND FOR INJUNCTION PENDING APPEAL
Event Disposition: S200 - 12/24/2013
- 45 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 12/10/2013 at 10:15:00
Extra Event Text: PLAINTIFF'S MOTION FOR CLARIFICATION OF ORDER RE ATTORNEY'S FEES AND COSTS
Event Disposition: S200 - 1/3/2014
- 46 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 2/4/2014 at 15:10:00
Extra Event Text: PLAINTIFF'S MOTION TO RELEASE COPIES OF SEALED TRIAL EXHIBITS TO COUNSEL
Event Disposition: S200 - 2/18/2014
- 47 Department: D7 -- Event: Request for Submission -- Scheduled Date & Time: 2/25/2014 at 14:50:00
Extra Event Text: RENEWED MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS TO DEFENDANT GSR PURSUANT TO NRS 600A.060, NRCP 68 AND
Event Disposition: S200 - 3/14/2014
- 48 Department: D7 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 2/27/2014 at 13:45:00
Extra Event Text: RE PLAINTIFF'S MTN TO RELEASE EXHIBITS
Event Disposition: D425 - 2/27/2014

Actions

Filing Date - Docket Code & Description

Report Does Not Contain Sealed Cases or Confidential Information

- 1 4/27/2012 - \$1422 - \$Complaint - Business Court
Additional Text: Transaction 2918916 - Approved By: AZION : 04-27-2012:15:44:47
- 2 4/27/2012 - PAYRC - **Payment Received
Additional Text: A Payment of \$1,520.00 was made on receipt DCDC357950.
- 3 4/30/2012 - 1312 - Case Assignment Notification
Additional Text: Transaction 2920395 - Approved By: NOREVIEW : 04-30-2012:11:24:04
- 4 4/30/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2920410 - Approved By: NOREVIEW : 04-30-2012:11:26:39
- 5 5/1/2012 - 4090 - ** Summons Issued
Additional Text: X2
- 6 5/3/2012 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF ROBERT DOTSON IN SUPPORT OF MOTION FOR TEMPORARY RESTRAINING ORDER - Transaction 2930037 - Approved By: VALLEN : 05-03-2012:16:57:18
- 7 5/3/2012 - 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION - Transaction 2930037 - Approved By: VALLEN : 05-03-2012:16:57:18
- 8 5/3/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2930092 - Approved By: NOREVIEW : 05-03-2012:16:58:34
- 9 5/4/2012 - 4085 - Summons Filed
Additional Text: SERVED SUMMONS & COMPLAINT ON SUMONA ISLAM ON 5/1/12 AT 7:24 PM - Transaction 2930747 - Approved By: VALLEN : 05-04-2012:10:35:28
- 10 5/4/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2930842 - Approved By: NOREVIEW : 05-04-2012:10:38:40
- 11 5/7/2012 - 1090 - Amended Complaint
Additional Text: AMENDED VERIFIED COMPLAINT FOR DAMAGES - Transaction 2934084 - Approved By: AZION : 05-07-2012:12:51:17
- 12 5/7/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2934142 - Approved By: NOREVIEW : 05-07-2012:12:53:29
- 13 5/8/2012 - 2610 - Notice ...
Additional Text: PLAINTIFF'S NOTICE OF NRCP 7.1 DISCLOSURE - Transaction 2939145 - Approved By: YLLOYD : 05-08-2012:14:43:39
- 14 5/8/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2939527 - Approved By: NOREVIEW : 05-08-2012:14:48:31
- 15 5/9/2012 - 3060 - Ord Granting Mtn ...
Additional Text: EX PARTE MOTION FOR TEMPORARY RESTRAINING ORDER AGAINST DEFENDANT SUMONA ISLAM - Transaction 2942552 - Approved By: NOREVIEW : 05-09-2012:14:11:34
- 16 5/9/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2942560 - Approved By: NOREVIEW : 05-09-2012:14:12:59
- 17 5/10/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 2946003 - Approved By: NOREVIEW : 05-10-2012:15:12:41
- 18 5/10/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2946036 - Approved By: NOREVIEW : 05-10-2012:15:18:15

- 19 5/14/2012 - MIN - ***Minutes
Additional Text: Application for TRO - Transaction 2949941 - Approved By: NOREVIEW : 05-14-2012:10:02:25
- 20 5/14/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2949946 - Approved By: NOREVIEW : 05-14-2012:10:04:11
- 21 5/14/2012 - 1067 - Affidavit of Service
Additional Text: AFFIDAVIT OF SERVICE OF SUMONA ISLAM - Transaction 2952022 - Approved By: JYOST : 05-14-2012:16:25:56
- 22 5/14/2012 - 4190 - Transcript - Partial
Additional Text: May 7, 2012- Motion for TRO- Judge's recommendations - Transaction 2952026 - Approved By: NOREVIEW : 05-14-2012:16:23:31
- 23 5/14/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2952052 - Approved By: NOREVIEW : 05-14-2012:16:28:20
- 24 5/14/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2952075 - Approved By: NOREVIEW : 05-14-2012:16:31:17
- 25 5/15/2012 - \$1131 - \$Answer - Business Court
Additional Text: SUMONA ISLAM
- 26 5/15/2012 - 2520 - Notice of Appearance
No additional text exists for this entry.
- 27 5/15/2012 - \$3375 - \$Peremptory Challenge
Additional Text: DEF: SUMONA ISLAM
- 28 5/15/2012 - 2610 - Notice ...
Additional Text: OF PEREMTORY CHALLENGE OF JUDGE
- 29 5/15/2012 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$1,473.00 was made on receipt DCDC360267.
- 30 5/15/2012 - PAYRC - **Payment Receipted
Additional Text: A Payment of -\$450.00 was made on receipt DCDC360269.
- 31 5/16/2012 - 1312 - Case Assignment Notification
Additional Text: Transaction 2956576 - Approved By: NOREVIEW : 05-16-2012:09:48:13
- 32 5/16/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2956585 - Approved By: NOREVIEW : 05-16-2012:09:50:14
- 33 5/17/2012 - 3373 - Other ...
Additional Text: HEARING BRIEF - Transaction 2962612 - Approved By: SHAMBRIG : 05-18-2012:09:16:50
- 34 5/17/2012 - 3373 - Other ...
Additional Text: PLAINTIFF'S LIST OF EXHIBITS - Transaction 2962710 - Approved By: MCHOLICO : 05-18-2012:08:45:20
(SCANNED IMAGE REFLECTS MANNER IN WHICH DOCUMENT WAS RECEIVED - 5-18-2012 -SC)
- 35 5/18/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2963081 - Approved By: NOREVIEW : 05-18-2012:08:47:44
- 36 5/18/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2963281 - Approved By: NOREVIEW : 05-18-2012:09:19:55

- 37 5/18/2012 - 3860 - Request for Submission
Additional Text: Transaction 2965634 - Approved By: YLLOYD : 05-21-2012:08:16:38
DOCUMENT TITLE: PROPOSED ORDER FOR TEMPORARY RESTRAINING ORDER AGAINST NAV-RENO-GS, LLC
PARTY SUBMITTING: ROBERT DOTSON
DATE SUBMITTED: 5/18/12
SUBMITTED BY: YLLOYD
DATE RECEIVED JUDGE OFFICE:
- 38 5/21/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2965901 - Approved By: NOREVIEW : 05-21-2012:08:18:16
- 39 5/31/2012 - 1140 - Answer to Amended Complaint
Additional Text: Transaction 2987152 - Approved By: SHAMBRIG : 05-31-2012:09:36:13
- 40 5/31/2012 - \$1560 - \$Def 1st Appearance - CV
Additional Text: GRAND SIERRA RESORT - Transaction 2987152 - Approved By: SHAMBRIG : 05-31-2012:09:36:13
- 41 5/31/2012 - PAYRC - **Payment Received
Additional Text: A Payment of \$213.00 was made on receipt DCDC361996.
- 42 5/31/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2987374 - Approved By: NOREVIEW : 05-31-2012:09:39:03
- 43 6/1/2012 - 1140 - Answer to Amended Complaint
Additional Text: DEFT ISLAM'S ANSWER TO PLTF GOLDEN ROAD'S AMENDED VERIFIED COMPLAINT FOR DAMAGES - Transaction 2989608 - Approved By: AZION : 06-01-2012:09:51:19
- 44 6/1/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2990249 - Approved By: NOREVIEW : 06-01-2012:09:53:38
- 45 6/5/2012 - 3370 - Order ...
Additional Text: ORDER DIRECTING RANDOM REASSIGNMENT
- 46 6/5/2012 - 1312 - Case Assignment Notification
Additional Text: CASE RANDOMLY REASSIGNED TO DEPARTMENT B7 - Transaction 2996339 - Approved By: NOREVIEW : 06-05-2012:08:29:43
- 47 6/5/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 2996354 - Approved By: NOREVIEW : 06-05-2012:08:31:20
- 48 6/6/2012 - 2529 - Notice of Early Case Conferenc
Additional Text: Transaction 3000375 - Approved By: NOREVIEW : 06-06-2012:13:54:20
- 49 6/6/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3000383 - Approved By: NOREVIEW : 06-06-2012:13:56:12
- 50 6/6/2012 - 2840 - Ord Denying ...
Additional Text: ASSIGNMENT TO BUSINESS COURT B7 - Transaction 3000681 - Approved By: NOREVIEW : 06-06-2012:14:29:05
- 51 6/6/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3000726 - Approved By: NOREVIEW : 06-06-2012:14:33:48
- 52 6/7/2012 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 53 6/8/2012 - 2630 - Objection to ...

- Additional Text: OBJECTION TO COURT'S ORDER DENYING PEREMPTORY CHALLENGE OF JUDGE; REQUEST FOR HEARING - Transaction 3006514 - Approved By: YLLOYD : 06-08-2012:15:55:07
- 54 6/8/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3006546 - Approved By: NOREVIEW : 06-08-2012:15:59:25
- 55 6/11/2012 - 3370 - Order ...
Additional Text: DIRECTING RANDOM REASSIGNMENT - Transaction 3008965 - Approved By: NOREVIEW : 06-11-2012:13:34:34
- 56 6/11/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3008966 - Approved By: NOREVIEW : 06-11-2012:13:35:55
- 57 6/12/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3011994 - Approved By: NOREVIEW : 06-12-2012:13:52:16
- 58 6/12/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3012009 - Approved By: NOREVIEW : 06-12-2012:13:54:17
- 59 6/12/2012 - 3880 - Response...
Additional Text: RESPONSE OF PLAINTIFF TO ORDER DIRECTING RANDOM REASSIGNMEN - Transaction 3012874 - Approved By: YLLOYD : 06-12-2012:16:24:32
- 60 6/12/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3012911 - Approved By: NOREVIEW : 06-12-2012:16:26:13
- 61 6/13/2012 - 3370 - Order ...
Additional Text: AFTER RECONSIDERATION - Transaction 3015690 - Approved By: NOREVIEW : 06-13-2012:13:24:12
- 62 6/13/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3015693 - Approved By: NOREVIEW : 06-13-2012:13:25:27
- 63 6/13/2012 - 1650 - Errata...
Additional Text: ERRATA TO RESPONSE OF PLAINTIFF TO ORDER DIRECTING RANDOM REASSIGNMENT - Transaction 3016939 - Approved By: VALLEN : 06-13-2012:16:44:07
- 64 6/13/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3017166 - Approved By: NOREVIEW : 06-13-2012:16:49:34
- 65 6/21/2012 - MIN - ***Minutes
Additional Text: STATUS HEARING - 06/20/12 - Transaction 3035163 - Approved By: NOREVIEW : 06-21-2012:15:58:50
- 66 6/21/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3035226 - Approved By: NOREVIEW : 06-21-2012:16:05:38
- 67 6/29/2012 - 1835 - Joint Case Conference Report
Additional Text: Transaction 3053723 - Approved By: ASMITH : 06-29-2012:16:18:10
- 68 6/29/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3053736 - Approved By: NOREVIEW : 06-29-2012:16:20:45
- 69 7/2/2012 - 3696 - Pre-Trial Order
Additional Text: Transaction 3054761 - Approved By: NOREVIEW : 07-02-2012:10:27:16
- 70 7/2/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3054776 - Approved By: NOREVIEW : 07-02-2012:10:30:45

- 71 7/5/2012 - 3105 - Ord Granting ...
Additional Text: GOLDEN ROAD MOTOR INN, INC'S MOTION FOR TEMPORARY RESTRAINING ORDER AGAINST DEFENDANT SUMONA ISLAM AND AGREEMENT BETWEEN DEFENDANT NAV-RENO-GS, LLC, dba GRAND SIERRA RESORT AND GOLDEN ROAD MOTOR INN - Transaction 3061306 - Approved By: NOREVIEW : 07-05-2012:11:36:31
- 72 7/5/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3061314 - Approved By: NOREVIEW : 07-05-2012:11:37:47
- 73 7/5/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3061625 - Approved By: NOREVIEW : 07-05-2012:13:52:49
- 74 7/5/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3061640 - Approved By: NOREVIEW : 07-05-2012:13:54:39
- 75 7/6/2012 - TRO - **TRO Cash Bond
No additional text exists for this entry.
- 76 7/6/2012 - 2610 - Notice ...
Additional Text: NOTICE OF POSTING BOND - Transaction 3064935 - Approved By: JYOST : 07-06-2012:16:23:00
- 77 7/6/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3064954 - Approved By: NOREVIEW : 07-06-2012:16:26:17
- 78 7/16/2012 - 4050 - Stipulation ...
Additional Text: STIPULATION TO RESET TRIAL - Transaction 3085808 - Approved By: AZION : 07-16-2012:13:44:19
- 79 7/16/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3085959 - Approved By: NOREVIEW : 07-16-2012:13:50:58
- 80 7/16/2012 - 3370 - Order ...
Additional Text: RESETTING TRIAL - Transaction 3086612 - Approved By: NOREVIEW : 07-16-2012:15:22:35
- 81 7/16/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3086644 - Approved By: NOREVIEW : 07-16-2012:15:26:26
- 82 7/17/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3089618 - Approved By: NOREVIEW : 07-17-2012:13:39:25
- 83 7/17/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3089644 - Approved By: NOREVIEW : 07-17-2012:13:42:15
- 84 7/25/2012 - 2605 - Notice to Set
Additional Text: 07-27-12 @10:00 - Transaction 3106473 - Approved By: AZION : 07-25-2012:09:43:57
- 85 7/25/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3106490 - Approved By: NOREVIEW : 07-25-2012:09:45:53
- 86 7/27/2012 - 1250E - Application for Setting eFile

Additional Text: Prel Injunc - 08.27.12 - 9:00 a.m.
PTC - 03.13.13 - 1:15 p.m.
Trial - 03.25.13 - 9:30 a.m. [#1 B7 - 5 day bench]

Attys:

P: Rob Dotson, Esq., Angie Bader, Esq. - 322.1170
[Debbie Robinson, Esq., In-House Counsel for the Atlantis/Monarch]
D Islma - Mark Wray, Esq. - 348.8877
D GSR - Steven Cohen, Esq., Stanley Johnson, Esq. - 702.823.3500

- 87 7/27/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3112215 - Approved By: NOREVIEW : 07-27-2012:10:25:50
- 88 8/17/2012 - 1120 - Amended ...
Additional Text: PLTF'S AMENDED LIST OF WITNESSES AND EXHIBITS - Transaction 3156884 - Approved By: AZION : 08-17-2012:15:45:45
- 89 8/17/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3156958 - Approved By: NOREVIEW : 08-17-2012:15:48:23
- 90 8/17/2012 - 1605 - Designation of Witness
Additional Text: DEFT SUMONA ISLAM'S DESIGNATION OF PROPOSED WITNESSES AND PROPOSED EXHIBITS FOR PRELIMINARY INJUNCTION HEARING - Transaction 3157061 - Approved By: AZION : 08-17-2012:16:16:23
- 91 8/17/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3157074 - Approved By: NOREVIEW : 08-17-2012:16:17:40
- 92 8/22/2012 - 1960 - Memorandum ...
Additional Text: MEMORANDUM OF SUMONA ISLAM FOR PRELIMINARY INJUNCTION HEARING - Transaction 3168061 - Approved By: AZION : 08-22-2012:12:08:45
- 93 8/22/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3168069 - Approved By: NOREVIEW : 08-22-2012:12:10:26
- 94 8/22/2012 - 1120 - Amended ...
Additional Text: AMENDED HEARING BRIEF - Transaction 3169542 - Approved By: AZION : 08-22-2012:16:40:27
- 95 8/22/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3169570 - Approved By: NOREVIEW : 08-22-2012:16:44:12
- 96 8/22/2012 - 1020 - Addendum
Additional Text: ADDENDUM TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3169664 - Approved By: AZION : 08-23-2012:08:23:45
- 97 8/22/2012 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLTF'S MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3169664 - Approved By: AZION : 08-23-2012:08:23:45
- 98 8/23/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3169879 - Approved By: NOREVIEW : 08-23-2012:08:25:36
- 99 8/23/2012 - \$2160 - \$Mtn Partial Sum Judgment
Additional Text: Transaction 3170173 - Approved By: AZION : 08-23-2012:09:30:40
- 100 8/23/2012 - PAYRC - **Payment Received
Additional Text: A Payment of \$200.00 was made on receipt DCDC373435.
- 101 8/23/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3170201 - Approved By: NOREVIEW : 08-23-2012:09:32:21

- 102 8/24/2012 - 4050 - Stipulation ...
Additional Text: STIPULATION FOR PRELIMINARY INJUNCTION - Transaction 3173135 - Approved By: AZION : 08-24-2012:09:26:51
- 103 8/24/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3173193 - Approved By: NOREVIEW : 08-24-2012:09:29:06
- 104 8/24/2012 - 3370 - Order ...
Additional Text: ON STIPULATION FOR PRELIMINARY INJUNCTION - Transaction 3174446 - Approved By: NOREVIEW : 08-24-2012:14:27:23
- 105 8/24/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3174462 - Approved By: NOREVIEW : 08-24-2012:14:30:22
- 106 8/24/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3174744 - Approved By: NOREVIEW : 08-24-2012:15:44:22
- 107 8/24/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3174747 - Approved By: NOREVIEW : 08-24-2012:15:46:50
- 108 8/27/2012 - 3980 - Stip and Order...
Additional Text: STIPULATED PROTECTIVE ORDER - Transaction 3178377 - Approved By: NOREVIEW : 08-27-2012:16:53:04
- 109 8/27/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3178384 - Approved By: NOREVIEW : 08-27-2012:16:54:40
- 110 8/28/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3179227 - Approved By: NOREVIEW : 08-28-2012:10:49:52
- 111 8/28/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3179240 - Approved By: NOREVIEW : 08-28-2012:10:52:42
- 112 9/10/2012 - 1120 - Amended ...
Additional Text: AMENDED JOINT CASE CONFERENCE REPORT - Transaction 3203913 - Approved By: AZION : 09-10-2012:09:59:07
- 113 9/10/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3204000 - Approved By: NOREVIEW : 09-10-2012:10:04:33
- 114 9/10/2012 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION OF SUMONA ISLAM TO ATLANTIS MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3206740 - Approved By: MCHOLICO : 09-10-2012:16:41:02
- 115 9/10/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3206799 - Approved By: NOREVIEW : 09-10-2012:16:45:32
- 116 9/13/2012 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3215808 - Approved By: MFERNAND : 09-13-2012:14:53:33
- 117 9/13/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3215922 - Approved By: NOREVIEW : 09-13-2012:14:55:56
- 118 9/26/2012 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3244593 - Approved By: AZION : 09-26-2012:16:43:13
- 119 9/26/2012 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3244593 - Approved By: AZION : 09-26-2012:16:43:13

- 120 9/26/2012 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3244593 - Approved By: AZION : 09-26-2012:16:43:13
- 121 9/26/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3244624 - Approved By: NOREVIEW : 09-26-2012:16:45:19
- 122 10/3/2012 - 4050 - Stipulation ...
Additional Text: STIPULATION TO SUSPEND BRIEFING SCHEDULE TO ALLOW REQUESTED DISCOVERY - Transaction 3260195 -
Approved By: AZION : 10-03-2012:16:44:32
- 123 10/3/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3260226 - Approved By: NOREVIEW : 10-03-2012:16:48:10
- 124 10/4/2012 - 3370 - Order ...
Additional Text: SUSPENDING BRIEFING SCHEDULE - Transaction 3260666 - Approved By: NOREVIEW : 10-04-2012:09:13:00
- 125 10/4/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3260676 - Approved By: NOREVIEW : 10-04-2012:09:15:50
- 126 10/4/2012 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3262014 - Approved By: NOREVIEW : 10-04-2012:13:52:44
- 127 10/4/2012 - NEF - Proof of Electronic Service
Additional Text: Transaction 3262069 - Approved By: NOREVIEW : 10-04-2012:13:59:26
- 128 1/8/2013 - 1120 - Amended ...
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION - Transaction 3450965 - Approved By: APOMA : 01-08-2013:16:43:56
- 129 1/8/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3451076 - Approved By: NOREVIEW : 01-08-2013:16:47:09
- 130 1/8/2013 - 2270 - Mtn to Compel...
Additional Text: PLAINTIFF'S MOTION TO COMPEL - Transaction 3451172 - Approved By: MCHOLICO : 01-09-2013:09:01:46
- 131 1/9/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3451611 - Approved By: NOREVIEW : 01-09-2013:09:05:10
- 132 1/9/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF ROBERT A. DOTSON, ESQ. IN SUPPORT OF EX PARTE MOTION FOR ORDER SHORTENING TIME -
Transaction 3452976 - Approved By: APOMA : 01-09-2013:14:42:42
- 133 1/9/2013 - 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION FOR ORDER SHORTENING TIME TO BRIEF PLAINTIFF'S MOTION TO COMPEL - Transaction 3452976
- Approved By: APOMA : 01-09-2013:14:42:42
- 134 1/9/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3453059 - Approved By: NOREVIEW : 01-09-2013:14:44:42
- 135 1/10/2013 - 3245 - Ord Shortening Time
Additional Text: Transaction 3456620 - Approved By: NOREVIEW : 01-10-2013:14:18:47
- 136 1/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3456630 - Approved By: NOREVIEW : 01-10-2013:14:20:37
- 137 1/10/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3457235 - Approved By: NOREVIEW : 01-10-2013:16:00:51

- 138 1/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3457288 - Approved By: NOREVIEW : 01-10-2013:16:07:24
- 139 1/11/2013 - 2525 - Notice of Change of Address
Additional Text: NOTICE OF CHANGE OF ADDRESS OF COUNSEL - Transaction 3459628 - Approved By: APOMA : 01-11-2013:14:21:52
- 140 1/11/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3459652 - Approved By: NOREVIEW : 01-11-2013:14:25:21
- 141 1/15/2013 - 3880 - Response...
Additional Text: RESPONSE OF SUMONA ISLAM TO PLAINTIFF'S MOTION TO COMPEL - Transaction 3465552 - Approved By: MCHOLICO : 01-15-2013:16:15:51
- 142 1/15/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3467501 - Approved By: NOREVIEW : 01-15-2013:16:18:19
- 143 1/16/2013 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL - Transaction 3468648 - Approved By: MLAWRENC : 01-16-2013:09:00:20
- 144 1/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3468752 - Approved By: NOREVIEW : 01-16-2013:09:06:13
- 145 1/17/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF PLAINTIFF'S MOTION TO COMPEL - Transaction 3474069 - Approved By: APOMA : 01-17-2013:15:54:24
- 146 1/17/2013 - 3860 - Request for Submission
Additional Text: PLAINTIFF'S MOTION TO COMPEL
PARTY SUBMITTING: ROBERT DOTSON, ESQ.
DATE SUBMITTED: 1/17/13
SUBMITTED BY: APOMA
DATE RECEIVED JUDGE OFFICE:
- 147 1/17/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3474395 - Approved By: NOREVIEW : 01-17-2013:15:57:49
- 148 1/18/2013 - S200 - Request for Submission Complet
Additional Text: [MOTION TO COMPEL PLACED ON DISCOVERY COMMISSIONER'S SUBMIT LIST PURSUANT TO ORDER FILED 01.10.13 - ks]
- 149 2/5/2013 - 1940 - Master's Findings/Recommend
Additional Text: RECOMMENDATION FOR ORDER - Transaction 3512473 - Approved By: NOREVIEW : 02-05-2013:16:17:31
- 150 2/5/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 151 2/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3512517 - Approved By: NOREVIEW : 02-05-2013:16:21:37
- 152 2/7/2013 - 2490 - Motion ...
Additional Text: MOTION TO DISSOLVE PRELIMINARY INJUNCTION - Transaction 3516178 - Approved By: MCHOLICO : 02-07-2013:08:50:26
- 153 2/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3516262 - Approved By: NOREVIEW : 02-07-2013:08:52:18
- 154 2/12/2013 - 4045 - Stipulation to Continuance

- Additional Text: STIPULATION TO CONTINUE TRIAL AND RELATED DISCOVERY - Transaction 3527406 - Approved By: MFERNAND : 02-12-2013:14:43:30
- 155 2/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3527581 - Approved By: NOREVIEW : 02-12-2013:14:45:17
- 156 2/12/2013 - 2501 - Non-Opposition ...
Additional Text: NON-OPPOSITION TO MOTION TO DISSOLVE PRELIMINARY INJUNCTION - Transaction 3528085 - Approved By: MCHOLICO : 02-12-2013:16:07:36
- 157 2/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3528226 - Approved By: NOREVIEW : 02-12-2013:16:10:36
- 158 2/13/2013 - 3370 - Order ...
Additional Text: CONTINUING TRIAL AND RELATED DISCOVERY - [TRIAL TO COMMENCE 06.10.13 - ks]
- 159 2/13/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3530456 - Approved By: NOREVIEW : 02-13-2013:14:55:16
- 160 2/13/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3530828 - Approved By: NOREVIEW : 02-13-2013:16:09:46
- 161 2/13/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3530896 - Approved By: NOREVIEW : 02-13-2013:16:15:57
- 162 2/14/2013 - 4045 - Stipulation to Continuance
Additional Text: STIPULATION TO CONTINUE PRE-TRIAL CONFERENCE - Transaction 3533152 - Approved By: MFERNAND : 02-14-2013:15:50:49
- 163 2/14/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3533595 - Approved By: NOREVIEW : 02-14-2013:15:53:34
- 164 2/15/2013 - 3370 - Order ...
Additional Text: CONTINUING PRE-TRIAL CONFERENCE [PTC SET FOR 05.30.13 - 1:15 P.M. - ks]
- 165 2/15/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3535335 - Approved By: NOREVIEW : 02-15-2013:11:29:32
- 166 2/15/2013 - 2645 - Opposition to Mtn ...
Additional Text: SUPPLEMENTAL OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3537401 - Approved By: APOMA : 02-19-2013:09:38:44
- 167 2/19/2013 - 4105 - Supplemental ...
Additional Text: SUPPLEMENTAL OPPOSITION TO SUMONA ISLAM TO ATLANTIS MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3538183 - Approved By: MCHOLICO : 02-19-2013:12:30:43
- 168 2/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3538230 - Approved By: NOREVIEW : 02-19-2013:09:42:12
- 169 2/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3539238 - Approved By: NOREVIEW : 02-19-2013:12:32:41
- 170 2/20/2013 - 3370 - Order ...
Additional Text: [ADOPTING DISCOVERY COMMISSIONER'S RECOMMENDATION FOR ORDER FILED FEBRUARY 5, 2013 - ks]
- 171 2/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3543336 - Approved By: NOREVIEW : 02-20-2013:14:46:51

- 172 2/22/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3548891 - Approved By: NOREVIEW : 02-22-2013:11:48:43
- 173 2/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3548904 - Approved By: NOREVIEW : 02-22-2013:11:51:24
- 174 2/22/2013 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFF'S OPPOSITION TO DEFENDANT SUMONA ISLAM'S MOTION TO PARTIALLY DISSOLVE PRELIMINARY INJUNCTION AND COUNTERMOTION TO CONTINUE PRELIMINARY INJUNCTION - Transaction 3549709 - Approved By: JYOST : 02-22-2013:15:07:42
- 175 2/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3549811 - Approved By: NOREVIEW : 02-22-2013:15:09:21
- 176 2/25/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF MOTION TO DISSOLVE PRELIMINARY INJUNCTION AND OPPOSITION TO MOTION TO CONTINUE INJUNCTION - Transaction 3551417 - Approved By: MCHOLICO : 02-25-2013:11:18:47
- 177 2/25/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3551717 - Approved By: NOREVIEW : 02-25-2013:11:24:33
- 178 3/4/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF PLAINTIFF'S MOTION TO CONTINUE PRELIMINARY INJUNCTION - Transaction 3568175 - Approved By: MCHOLICO : 03-04-2013:15:37:57
- 179 3/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3568498 - Approved By: NOREVIEW : 03-04-2013:15:40:59
- 180 3/4/2013 - 3860 - Request for Submission
Additional Text: MOTION TO DISSOLVE PRELIMINARY INJUNCTION, NOTICE OF NON-OPPOSITION TO MOTION TO DISSOLVE PRELIMINARY INJUNCTION - Transaction 3568738 - Approved By: APOMA : 03-05-2013:08:54:45
PARTY SUBMITTING: MARK WRAY, ESQ.
DATE SUBMITTED: 3/5/2013
SUBMITTED BY: APOMA
DATE RECEIVED JUDGE OFFICE:
- 181 3/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3569234 - Approved By: NOREVIEW : 03-05-2013:08:56:48
- 182 3/11/2013 - 4050 - Stipulation ...
Additional Text: STIPULATION TO EXCEED PAGE LIMITATIONS RELATED TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3582236 - Approved By: APOMA : 03-11-2013:15:15:22
- 183 3/11/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3582721 - Approved By: NOREVIEW : 03-11-2013:15:20:25
- 184 3/12/2013 - 3370 - Order ...
Additional Text: ALLOWING PARTIES TO EXCEED PAGE LIMIT - Transaction 3583796 - Approved By: NOREVIEW : 03-12-2013:09:07:34
- 185 3/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3583815 - Approved By: NOREVIEW : 03-12-2013:09:09:28
- 186 3/12/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3584622 - Approved By: NOREVIEW : 03-12-2013:11:43:10
- 187 3/12/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3584622 - Approved By: NOREVIEW : 03-12-2013:11:43:10

- 188 3/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3584639 - Approved By: NOREVIEW : 03-12-2013:11:45:16
- 189 3/22/2013 - 3790 - Reply to/in Opposition
Additional Text: REPLY TO ISLAM'S OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3611782 - Approved By: MFERNAND : 03-22-2013:15:50:45
- 190 3/22/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIAVIT OF DEBRA ROBINSON IN SUPPORT OF PLAINTIFF'S REPLY TO ISLAM'S OPPOSITIONS TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3611782 - Approved By: MFERNAND : 03-22-2013:15:50:45
- 191 3/22/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S REPLY TO ISLAM'S OPPOSITIONS TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3611782 - Approved By: MFERNAND : 03-22-2013:15:50:45
- 192 3/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3612248 - Approved By: NOREVIEW : 03-22-2013:15:55:58
- 193 3/22/2013 - 3790 - Reply to/in Opposition
Additional Text: REPLY TO GSR'S OPPOSITIONS TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3612493 - Approved By: MFERNAND : 03-25-2013:09:13:04
- 194 3/22/2013 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3612493 - Approved By: MFERNAND : 03-25-2013:09:13:04
DOCUMENT TITLE: PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT (NO PAPER ORDER PROVIDED)
PARTY SUBMITTING: ANGELA M. BADER, ESQ.
DATE SUBMITTED: 03/25/13
SUBMITTED BY: M. FERNANDEZ
DATE RECEIVED JUDGE OFFICE:
- 195 3/22/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S REPLY TO GSR'S OPPOSITIONS TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3612493 - Approved By: MFERNAND : 03-25-2013:09:13:04
- 196 3/25/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3612937 - Approved By: NOREVIEW : 03-25-2013:09:16:20
- 197 3/26/2013 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 3617366 - Approved By: MCHOLICO : 03-26-2013:14:01:14
- 198 3/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3617466 - Approved By: NOREVIEW : 03-26-2013:14:03:39
- 199 4/2/2013 - 4050 - Stipulation ...
Additional Text: STIPULATION TO CONTINUE DISCOVERY - Transaction 3633006 - Approved By: MFERNAND : 04-02-2013:15:23:58
- 200 4/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3633144 - Approved By: NOREVIEW : 04-02-2013:15:28:06
- 201 4/2/2013 - 3370 - Order ...
Additional Text: CONTINUING DISCOVERY - Transaction 3633679 - Approved By: NOREVIEW : 04-02-2013:16:33:06
- 202 4/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3633719 - Approved By: NOREVIEW : 04-02-2013:16:38:40
- 203 4/3/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3634869 - Approved By: NOREVIEW : 04-03-2013:10:16:28

- 204 4/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3634892 - Approved By: NOREVIEW : 04-03-2013:10:19:19
- 205 4/23/2013 - 3190 - Ord Re:Settlement Conference
Additional Text: Transaction 3681142 - Approved By: NOREVIEW : 04-23-2013:16:40:38
- 206 4/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3681240 - Approved By: NOREVIEW : 04-23-2013:16:49:36
- 207 4/25/2013 - 3370 - Order ...
Additional Text: [GRANTING DEFENDANT, SUMONA ISLAM'S MTN TO DISSOLVE PREL. INJ. - ks]
- 208 4/25/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3686920 - Approved By: NOREVIEW : 04-25-2013:16:23:45
- 209 4/25/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 210 4/26/2013 - 1250 - Application for Setting
Additional Text: MAY 9, 2013 @ 9AM-5PM SETTLEMENT CONFERENCE IN D6 - Transaction 3687799 - Approved By: MCHOLICO : 04-26-2013:10:12:34
- 211 4/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3687863 - Approved By: NOREVIEW : 04-26-2013:10:19:25
- 212 4/26/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF ANGELA BADER, ESQ, IN SUPPORT OF EX PARTE MOTION FOR ORDER SHORTENING TIME - Transaction 3689538 - Approved By: APOMA : 04-29-2013:08:41:36
- 213 4/26/2013 - 1030 - Affidavit in Support...
Additional Text: Transaction 3689538 - Approved By: APOMA : 04-29-2013:08:41:36
- 214 4/26/2013 - 2270 - Mtn to Compel...
Additional Text: PLAINTIFF'S MOTION TO COMPEL AGAINST GSR - Transaction 3689538 - Approved By: APOMA : 04-29-2013:08:41:36
- 215 4/26/2013 - 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION FOR ORDER SHORTENING TIME TO BRIEF PLAINTIFF'S MOTION TO COMPEL AGAINST GSR - Transaction 3689538 - Approved By: APOMA : 04-29-2013:08:41:36
- 216 4/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3689928 - Approved By: NOREVIEW : 04-29-2013:08:48:19
- 217 4/29/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3691057 - Approved By: NOREVIEW : 04-29-2013:12:01:44
- 218 4/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3691074 - Approved By: NOREVIEW : 04-29-2013:12:05:14
- 219 4/29/2013 - 3245 - Ord Shortening Time
Additional Text: Transaction 3691164 - Approved By: NOREVIEW : 04-29-2013:12:25:50
- 220 4/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3691174 - Approved By: NOREVIEW : 04-29-2013:12:28:02
- 221 4/29/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3691711 - Approved By: NOREVIEW : 04-29-2013:14:25:42

- 222 4/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3691720 - Approved By: NOREVIEW : 04-29-2013:14:27:06
- 223 4/30/2013 - 3370 - Order ...
Additional Text: [VACATING ORDER ENTERED 04.25.13 WHICH GRANTED DEFENDANT ISLAM'S MTN TO DISSOLVE PREL. INJ - ks]
- 224 4/30/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3693766 - Approved By: NOREVIEW : 04-30-2013:11:14:05
- 225 4/30/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3694428 - Approved By: NOREVIEW : 04-30-2013:13:46:51
- 226 4/30/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3694485 - Approved By: NOREVIEW : 04-30-2013:13:53:53
- 227 5/2/2013 - 4050 - Stipulation ...
Additional Text: STIPULATION TO CONTINUE TRIAL RELATED DISCOVERY DEADLINES - Transaction 3700599 - Approved By: YLLOYD : 05-02-2013:11:31:09
- 228 5/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3700620 - Approved By: NOREVIEW : 05-02-2013:11:32:56
- 229 5/2/2013 - 3370 - Order ...
Additional Text: CONTINUING TRIAL RELATED DISCOVERY DEADLINES - Transaction 3701304 - Approved By: NOREVIEW : 05-02-2013:14:16:09
- 230 5/2/2013 - 3370 - Order ...
Additional Text: [ISLAM'S MTN TO DISSOLVE PRELIMINARY INJUNCTION GRANTED; THAT PORTION OF THE PRELIMINARY INJUNCTION ENTERED 08.24.12 THAT ENJOINS ISLAM FROM WORKING AS A CASINO HOST IS HEREBY DISSOLVED; IN ALL OTHER RESPECTS THE PRELIMINARY INJUNCTION ORDER OF 08.24.12 REMAINS IN EFFECT - ks]
- 231 5/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3701313 - Approved By: NOREVIEW : 05-02-2013:14:17:59
- 232 5/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3701318 - Approved By: NOREVIEW : 05-02-2013:14:19:03
- 233 5/3/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3702644 - Approved By: NOREVIEW : 05-03-2013:09:09:58
- 234 5/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3702702 - Approved By: NOREVIEW : 05-03-2013:09:18:27
- 235 5/3/2013 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANT GSR'S OPPOSITION TO MOTION TO COMPEL ON AN ORDER SHORTENING TIME - Transaction 3703736 - Approved By: YLLOYD : 05-03-2013:13:17:12
- 236 5/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3703836 - Approved By: NOREVIEW : 05-03-2013:13:22:23
- 237 5/3/2013 - 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION TO PLACE EXHIBITS ATTACHED TO GSR'S OPPOSITION TO MOTION TO COMPEL UNDER SEAL - Transaction 3704973 - Approved By: APOMA : 05-06-2013:08:12:56
- 238 5/6/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3705176 - Approved By: NOREVIEW : 05-06-2013:08:14:16

- 239 5/6/2013 - 1830 - Joinder...
Additional Text: PARTIAL JOINDER TO EX PARTE MOTION TO PLACE EXHIBITS ATTACHED TO GSR'S OPPOSITION TO MOTION TO COMPEL UNDER SEAL - Transaction 3706325 - Approved By: YLLOYD : 05-06-2013:12:13:17
- 240 5/6/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3706367 - Approved By: NOREVIEW : 05-06-2013:12:15:35
- 241 5/7/2013 - 3370 - Order ...
Additional Text: [PLAINTIFF'S MTN FOR PARTIAL SUMMARY JUDGMENT DENIED - ks]
- 242 5/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3709544 - Approved By: NOREVIEW : 05-07-2013:13:47:27
- 243 5/7/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 244 5/7/2013 - 3795 - Reply...
Additional Text: PLAINTIFF'S REPLY IN SUPPORT OF MOTION TO COMPEL AGAINST GSR - Transaction 3709821 - Approved By: YLLOYD : 05-07-2013:14:22:32
- 245 5/7/2013 - 3860 - Request for Submission
Additional Text: Transaction 3709821 - Approved By: YLLOYD : 05-07-2013:14:22:32
- 246 5/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3709946 - Approved By: NOREVIEW : 05-07-2013:14:25:59
- 247 5/7/2013 - 3105 - Ord Granting ...
Additional Text: EX PARTE MOTION TO PLACE EXHIBITS ATTACHED TO GSR'S OPPOSITION TO MOTION TO COMPEL UNDER SEAL - Transaction 3710105 - Approved By: NOREVIEW : 05-07-2013:14:55:28
- 248 5/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3710123 - Approved By: NOREVIEW : 05-07-2013:14:57:41
- 249 5/7/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3710746 - Approved By: NOREVIEW : 05-07-2013:16:24:57
- 250 5/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3710759 - Approved By: NOREVIEW : 05-07-2013:16:28:42
- 251 5/9/2013 - S200 - Request for Submission Complet
Additional Text: MOTION TO COMPEL AGAINST GSR TRANSFERRED TO DISCOVERY COMMISSIONER - ks
- 252 5/9/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF ORDER SHORTENING TIME - Transaction 3715584 - Approved By: YLLOYD : 05-09-2013:14:48:09
- 253 5/9/2013 - 2270 - Mtn to Compel...
Additional Text: DEFENDANT GSR'S MOTION TO COMPEL PLAINTIFF TO RESPOND TO DEFENDANT GSR'S DISCOVERY ON AN ORDER SHORTENING TIME - Transaction 3715584 - Approved By: YLLOYD : 05-09-2013:14:48:09
- 254 5/9/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3715694 - Approved By: NOREVIEW : 05-09-2013:14:49:44
- 255 5/10/2013 - MIN - ***Minutes
Additional Text: 4/29/13 CONFERENCE CALL - Transaction 3719665 - Approved By: NOREVIEW : 05-10-2013:17:08:53
- 256 5/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3719667 - Approved By: NOREVIEW : 05-10-2013:17:10:05

- 257 5/13/2013 - 1250E - Application for Setting eFile
Additional Text: [PTC - 06.10.13 - 1:15 P.M. - ks]
- 258 5/13/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3721651 - Approved By: NOREVIEW : 05-13-2013:14:33:58
- 259 5/15/2013 - 4050 - Stipulation ...
Additional Text: STIPULATION TO CONTINUE DISCOVERY - Transaction 3727668 - Approved By: APOMA : 05-15-2013:14:40:37
- 260 5/15/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3727759 - Approved By: NOREVIEW : 05-15-2013:14:44:15
- 261 5/16/2013 - 3370 - Order ...
Additional Text: CONTINUING DISCOVERY - Transaction 3730297 - Approved By: NOREVIEW : 05-16-2013:11:55:30
- 262 5/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3730325 - Approved By: NOREVIEW : 05-16-2013:11:58:21
- 263 5/16/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3731141 - Approved By: NOREVIEW : 05-16-2013:14:39:36
- 264 5/16/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3731162 - Approved By: NOREVIEW : 05-16-2013:14:43:26
- 265 5/22/2013 - 4050 - Stipulation ...
Additional Text: STIPULATION TO CONTINUE DISCOVERY AND MOTIONS IN LIMINE BRIEFING SCHEDULE - Transaction 3743135 -
Approved By: AEATON : 05-22-2013:16:02:07
- 266 5/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3743416 - Approved By: NOREVIEW : 05-22-2013:16:06:07
- 267 5/22/2013 - MIN - ***Minutes
Additional Text: 4/23/13 STATUS HEARING - Transaction 3743556 - Approved By: NOREVIEW : 05-22-2013:16:36:04
- 268 5/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3743568 - Approved By: NOREVIEW : 05-22-2013:16:38:01
- 269 5/23/2013 - 3370 - Order ...
Additional Text: CONTINUING DISCOVERY AND MOTIONS IN LIMINE BRIEFING SCHEDULE - Transaction 3744712 - Approved By:
NOREVIEW : 05-23-2013:10:57:12
- 270 5/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3744734 - Approved By: NOREVIEW : 05-23-2013:11:01:00
- 271 5/23/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3744924 - Approved By: NOREVIEW : 05-23-2013:11:45:32
- 272 5/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3744934 - Approved By: NOREVIEW : 05-23-2013:11:47:23
- 273 5/23/2013 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFF'S OPPOSITION TO MOTION TO COMPEL - Transaction 3746112 - Approved By: APOMA :
05-24-2013:08:58:33
- 274 5/23/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S OPPOSITION TO MOTION TO COMPEL - Transaction 3746112 -
Approved By: APOMA : 05-24-2013:08:58:33

- 275 5/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3746446 - Approved By: NOREVIEW : 05-24-2013:08:59:51
- 276 5/24/2013 - 1940 - Master's Findings/Recommend
Additional Text: RECOMMENDATION FOR ORDER - Transaction 3747059 - Approved By: NOREVIEW : 05-24-2013:11:20:36
- 277 5/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3747071 - Approved By: NOREVIEW : 05-24-2013:11:22:11
- 278 5/24/2013 - 2545 - Notice of Entry ...
Additional Text: Transaction 3747479 - Approved By: NOREVIEW : 05-24-2013:13:46:06
- 279 5/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3747483 - Approved By: NOREVIEW : 05-24-2013:13:47:39
- 280 5/24/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 281 5/28/2013 - 2245 - Mtn in Limine
Additional Text: PLAINTIFF'S - Transaction 3750330 - Approved By: YLLOYD : 05-28-2013:16:46:22
- 282 5/28/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3750542 - Approved By: NOREVIEW : 05-28-2013:16:48:44
- 283 5/28/2013 - 2245 - Mtn in Limine
Additional Text: Transaction 3750673 - Approved By: HBROWN : 05-29-2013:08:33:42
- 284 5/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3750945 - Approved By: NOREVIEW : 05-29-2013:08:46:32
- 285 5/29/2013 - 2490 - Motion ...
Additional Text: MOTION FO EXCLUDE TESTIMONY OF BRANDON MCNEELEY EITHER IN SUPPORT OF PLAINTIFF'S CASE OR IN REBUTTAL TO THE TESTIMONY OF DEFENDANT'S EXPERT JEREMY AGUARARO AND ALL EVIDENCE OF DAMAGES BASED ON THEORETICAL REVENUE, LOST GAMBLIN DAYS AND LIFE TIME OF VALUE OF PLAYERS - Transaction 3751476 - Approved By: YLLOYD : 05-29-2013:09:49:46
- 286 5/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3751518 - Approved By: NOREVIEW : 05-29-2013:09:51:23
- 287 6/3/2013 - \$2160 - \$Mtn Partial Sum Judgment
Additional Text: DEFT GRAND SIERRA RESORT MOTION FOR SUMMARY JUDGMENT - Transaction 3760718 - Approved By: AEATON : 06-03-2013:11:29:34
- 288 6/3/2013 - PAYRC - **Payment Received
Additional Text: A Payment of \$200.00 was made on receipt DCDC410192.
- 289 6/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3761459 - Approved By: NOREVIEW : 06-03-2013:11:33:20
- 290 6/3/2013 - 1356 - Certificate of Mailing
Additional Text: Transaction 3762513 - Approved By: HBROWN : 06-03-2013:15:38:38
- 291 6/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3762666 - Approved By: NOREVIEW : 06-03-2013:15:42:03

- 292 6/3/2013 - 2491 - NRCP 16.1 Doc/Designation
Additional Text: PRE-TRIAL DISCLOSURE OF WITNESSES AND EXHIBITS - Transaction 3762868 - Approved By: HBROWN : 06-03-2013:16:40:48
- 293 6/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3763040 - Approved By: NOREVIEW : 06-03-2013:16:45:02
- 294 6/4/2013 - 3790 - Reply to/in Opposition
Additional Text: GRAND SIERRA RESORT'S REPLY TO PLAINTIFF'S OPPOSITION TO MOTION TO COMPEL DISCOVERY RESPONSES - Transaction 3766549 - Approved By: ACROGHAN : 06-04-2013:16:35:01
- 295 6/4/2013 - 3860 - Request for Submission
Additional Text: Transaction 3766551 - Approved By: AEATON : 06-04-2013:16:50:57
DOCUMENT TITLE: GRAND SIERRA RESORT'S MOTION TO COMPEL DISCOVERY RESPONSES
PARTY SUBMITTING: H. STAN JOHNSON, ESQ
DATE SUBMITTED: 06/04/13
SUBMITTED BY: AEATON
DATE RECEIVED JUDGE OFFICE:
- 296 6/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3766721 - Approved By: NOREVIEW : 06-04-2013:16:39:34
- 297 6/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3766799 - Approved By: NOREVIEW : 06-04-2013:16:56:14
- 298 6/7/2013 - 2645 - Opposition to Mtn ...
Additional Text: ISLAM'S OPPOSITION TO ATLANTIS MOTION IN LIMINE - Transaction 3774113 - Approved By: ACROGHAN : 06-07-2013:11:55:19
- 299 6/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3774144 - Approved By: NOREVIEW : 06-07-2013:11:56:43
- 300 6/7/2013 - 3370 - Order ...
Additional Text: [CONFIRMING, APPROVING AND ADOPTING DISCOVERY COMMISSIONER'S RECOMMENDATION FILED 05.24.13 - ks]
- 301 6/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3775405 - Approved By: NOREVIEW : 06-07-2013:17:04:40
- 302 6/7/2013 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTIONS IN LIMINE - Transaction 3775417 - Approved By: YLLOYD : 06-10-2013:08:42:04
- 303 6/7/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTIONS IN LIMINE - Transaction 3775417 - Approved By: YLLOYD : 06-10-2013:08:42:04
- 304 6/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3775619 - Approved By: NOREVIEW : 06-10-2013:08:44:11
- 305 6/10/2013 - 2475 - Mtn to Strike...
Additional Text: PLAINTIFF'S MOTION TO STRIKE THE MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY GRS ON JUNE 3, 2013 - Transaction 3776153 - Approved By: YLLOYD : 06-10-2013:11:58:38
- 306 6/10/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3776391 - Approved By: NOREVIEW : 06-10-2013:11:11:28
- 307 6/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3776405 - Approved By: NOREVIEW : 06-10-2013:11:13:34

- 308 6/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3776634 - Approved By: NOREVIEW : 06-10-2013:12:02:03
- 309 6/10/2013 - S200 - Request for Submission Complet
Additional Text: [DEFENDANT GSR'S MTN TO COMPEL DENIED IN OPEN COURT DURING 06.10.13 PTC - ks]
- 310 6/14/2013 - 2630 - Objection to ...
Additional Text: DEFT GSR'S OBJECTION TO PLTF GOLDEN ROAD'S PRE-TRIAL DISCLOSURE OF WITNESSES AND EXHIBITS - Transaction 3790082 - Approved By: ACROGHAN : 06-14-2013:14:20:22
- 311 6/14/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3790103 - Approved By: NOREVIEW : 06-14-2013:14:22:10
- 312 6/14/2013 - 1830 - Joinder...
Additional Text: DEFENDANT SUMONA ISLAM'S JOINDER IN GRAND SIERRA'S OBJECTIONS TO THE ATLANTIS' PRE-TRIAL DISCLOSURES - Transaction 3790562 - Approved By: AEATON : 06-14-2013:16:16:31
- 313 6/14/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3790746 - Approved By: NOREVIEW : 06-14-2013:16:20:29
- 314 6/14/2013 - 2645 - Opposition to Mtn ...
Additional Text: ALTERNATIVE OPPOSITION TO GSR'S MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3790932 - Approved By: AEATON : 06-17-2013:08:25:29
- 315 6/14/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF ALTERNATIVE OPPOSITION TO GSR'S MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3790943 - Approved By: AEATON : 06-17-2013:08:16:10
- 316 6/17/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3791158 - Approved By: NOREVIEW : 06-17-2013:08:18:19
- 317 6/17/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3791219 - Approved By: NOREVIEW : 06-17-2013:08:26:57
- 318 6/21/2013 - 3695 - Pre-Trial Memorandum
Additional Text: GSR'S AMENDED PRE-TRIAL DISCLOSURE OF WITNESSES AND EXHIBITS - Transaction 3805041 - Approved By: AEATON : 06-21-2013:11:01:39
- 319 6/21/2013 - 4050 - Stipulation ...
Additional Text: STIPULATION TO SUBSTITUTE DEFENDANT AND CHANGE CAPTION - Transaction 3805150 - Approved By: AEATON : 06-21-2013:11:29:49
- 320 6/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3805396 - Approved By: NOREVIEW : 06-21-2013:11:04:09
- 321 6/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3805573 - Approved By: NOREVIEW : 06-21-2013:11:33:04
- 322 6/21/2013 - 1068 - Affidavit of Non-Service
Additional Text: AFFIDAVIT OF ATTEMPTED SERVICE RE: TANY SANTO - Transaction 3806218 - Approved By: AEATON : 06-21-2013:15:04:48
- 323 6/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3806462 - Approved By: NOREVIEW : 06-21-2013:15:06:40
- 324 6/24/2013 - 1068 - Affidavit of Non-Service
Additional Text: AFFIDAVI OF ATTEMPTED SERVICE RE: TONY SANTO - Transaction 3808111 - Approved By: AEATON : 06-24-2013:11:02:41

- 325 6/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3808287 - Approved By: NOREVIEW : 06-24-2013:11:07:21
- 326 6/24/2013 - 3790 - Reply to/in Opposition
Additional Text: GSR'S REPLY TO PLAINTIFF'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT - Transaction 3808715 -
Approved By: AEATON : 06-24-2013:13:08:56
- 327 6/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3808809 - Approved By: NOREVIEW : 06-24-2013:13:10:13
- 328 6/26/2013 - 4210 - Trial Statement - Defendant
Additional Text: TRIAL STATEMENT OF DEFENDANT SUMONA ISLAM - Transaction 3817563 - Approved By: AEATON :
06-26-2013:14:52:42
- 329 6/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3817972 - Approved By: NOREVIEW : 06-26-2013:15:04:35
- 330 6/26/2013 - 4220 - Trial Statement - Plaintiff
Additional Text: Transaction 3818570 - Approved By: YLLOYD : 06-27-2013:08:57:06
- 331 6/27/2013 - MIN - ***Minutes
Additional Text: 06-101-13 PRETRIAL CONFERENCE - Transaction 3818892 - Approved By: NOREVIEW : 06-27-2013:08:40:54
- 332 6/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3818904 - Approved By: NOREVIEW : 06-27-2013:08:43:15
- 333 6/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3819039 - Approved By: NOREVIEW : 06-27-2013:09:04:25
- 334 6/27/2013 - 4210 - Trial Statement - Defendant
Additional Text: GSR'S TRIAL STATEMENT PURSUANT TO LOCAL RULE 5 - Transaction 3819096 - Approved By: YLLOYD :
06-27-2013:09:31:14
- 335 6/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3819252 - Approved By: NOREVIEW : 06-27-2013:09:33:36
- 336 6/27/2013 - 4185 - Transcript
Additional Text: PRETRIAL CONFERENCE - JUNE 10, 2013 - Transaction 3820118 - Approved By: NOREVIEW : 06-27-2013:12:57:29
- 337 6/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3820136 - Approved By: NOREVIEW : 06-27-2013:12:59:43
- 338 6/27/2013 - 2645 - Opposition to Mtn ...
Additional Text: GSR'S OPPOSITION TO PLAINTIFF'S MOTION TO STRIKE GSR'S MOTION FOR SUMMARY JUDGMENT - Transaction
3820824 - Approved By: AEATON : 06-27-2013:15:46:09
- 339 6/27/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3821224 - Approved By: NOREVIEW : 06-27-2013:15:50:14
- 340 6/28/2013 - 1005 - Acceptance of Service
Additional Text: Transaction 3822840 - Approved By: HBROWN : 06-28-2013:11:18:40
- 341 6/28/2013 - 1067 - Affidavit of Service
Additional Text: Transaction 3822840 - Approved By: HBROWN : 06-28-2013:11:18:40
- 342 6/28/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3822949 - Approved By: NOREVIEW : 06-28-2013:11:22:04

- 343 6/28/2013 - 3795 - Reply...
Additional Text: PLAINTIFF'S REPLY IN SUPPORT OF MOTION TO STRIKE - Transaction 3823953 - Approved By: MPURDY : 06-28-2013:16:54:41
- 344 6/28/2013 - 3860 - Request for Submission
Additional Text: Transaction 3823953 - Approved By: MPURDY : 06-28-2013:16:54:41
DOCUMENT TITLE: PLAINTIFF'S MOTION TO STRIKE THE MOTION FOR PARTIAL SUMMARY JUDGMENT FILED BY GSR
PARTY SUBMITTING: ANGELA BADER
DATE SUBMITTED: 07/01/13
SUBMITTED BY: MPURDY
DATE RECEIVED JUDGE OFFICE:
- 345 6/28/2013 - 1067 - Affidavit of Service
Additional Text: AFFIDAVIT OF SERVICE OF SUPOENA UPON JEREMY AGUERO - Transaction 3823953 - Approved By: MPURDY : 06-28-2013:16:54:41
- 346 6/28/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3824196 - Approved By: NOREVIEW : 06-28-2013:16:56:15
- 347 7/1/2013 - 3370 - Order ...
Additional Text: SUBSTITUTING DEFENDANT AND CHANGING CAPTION - Transaction 3824868 - Approved By: NOREVIEW : 07-01-2013:09:40:14
- 348 7/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3824904 - Approved By: NOREVIEW : 07-01-2013:09:44:18
- 349 7/1/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 3825683 - Approved By: NOREVIEW : 07-01-2013:11:45:38
- 350 7/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3825691 - Approved By: NOREVIEW : 07-01-2013:11:47:59
- 351 7/3/2013 - 1595 - Deposition ...
Additional Text: DEPOSITION OF SUMONA ISLAM DATED 7/23/12
- 352 7/7/2013 - 4185 - Transcript
Additional Text: TRIAL VOLUME I - JULY 1, 2013 - Transaction 3836598 - Approved By: NOREVIEW : 07-07-2013:16:06:49
- 353 7/7/2013 - 4185 - Transcript
Additional Text: TRIAL VOLUME II - JULY 2, 2013 - Transaction 3836599 - Approved By: NOREVIEW : 07-07-2013:16:07:51
- 354 7/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3836600 - Approved By: NOREVIEW : 07-07-2013:16:08:13
- 355 7/7/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3836601 - Approved By: NOREVIEW : 07-07-2013:16:09:25
- 356 7/9/2013 - 1595 - Deposition ...
Additional Text: DEPOSITION OF SHELLY HADLEY, DATED AUGUST 13, 2012, OPEN AND PUBLISHED
- 357 7/9/2013 - 1595 - Deposition ...
Additional Text: DEPOSITION OF SHELLY HADLEY DATED 8/13/12
- 358 7/10/2013 - 1595 - Deposition ...
Additional Text: DEPOSITION OF TOM FLAHERTY DATED 7/24/12

- 359 7/15/2013 - S200 - Request for Submission Complet
Additional Text: MTN TO STRIKE MTN FOR PARTIAL SUM JUDGMENT RULED ON 07.01.13 FROM BENCH - ks
- 360 7/18/2013 - 1695 - ** Exhibit(s) ...
Additional Text: BENCH TRIAL EXHIBITS 1-85
TRIAL DATE JULY 1-18, 2013.
- 361 7/23/2013 - 4190 - Transcript - Partial
Additional Text: TRIAL DECISION OF THE COURT - JULY 18, 2013 - Transaction 3872916 - Approved By: NOREVIEW :
07-23-2013:13:50:23
- 362 7/23/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3872922 - Approved By: NOREVIEW : 07-23-2013:13:52:01
- 363 7/26/2013 - MIN - ***Minutes
Additional Text: 7/1/13 BENCH TRIAL (DAYS 1 - 3) - Transaction 3882047 - Approved By: NOREVIEW : 07-26-2013:12:16:10
7/8/13 - 7/18/13 BENCH TRIAL (DAYS 4-11) INCLUDES THE EXHIBIT LIST
- 364 7/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3882049 - Approved By: NOREVIEW : 07-26-2013:12:17:33
- 365 8/5/2013 - 1950 - Memorandum of Costs
Additional Text: PLAINTIFF'S VERIFIED MEMORANDUM OF COSTS - Transaction 3900298 - Approved By: MFERNAND :
08-05-2013:14:27:17
- 366 8/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3901224 - Approved By: NOREVIEW : 08-05-2013:14:35:30
- 367 8/5/2013 - COC - Evidence Chain of Custody Form
No additional text exists for this entry.
- 368 8/7/2013 - 2430 - Mtn to Retax Costs
Additional Text: DEFENDANT SUMONA ISLAM'S MOTION TO RETAX COSTS - Transaction 3908057 - Approved By: MFERNAND :
08-08-2013:09:48:15
- 369 8/8/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3908937 - Approved By: NOREVIEW : 08-08-2013:09:50:59
- 370 8/13/2013 - 3860 - Request for Submission
Additional Text: SUBMISSION OF PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW - Transaction 3920150 - Approved By:
MFERNAND : 08-13-2013:16:54:50
DOCUMENT TITLE: PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW (PAPER ORDER PROVIDED)
PARTY SUBMITTING: ROBERT A. DOTSON, ESQ.
DATE SUBMITTED: 08/13/13
SUBMITTED BY: M. FERNANDEZ
DATE RECEIVED JUDGE OFFICE:
- 371 8/13/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3920384 - Approved By: NOREVIEW : 08-13-2013:17:01:40
- 372 8/14/2013 - S200 - Request for Submission Complet
Additional Text: INAPPROPRIATE SUBMISSION - ks
- 373 8/19/2013 - 2645 - Opposition to Mtn ...
Additional Text: PLTF'S OPPOSITION TO DEFT SUMONA ISLAM'S MOTION TO RETAX COSTS - Transaction 3933606 - Approved By:
AZION : 08-19-2013:16:23:35
- 374 8/19/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLTF'S OPPOSITION TO DEFT SUMONA ISLAM'S MOTION TO RETAX COSTS
- Transaction 3933606 - Approved By: AZION : 08-19-2013:16:23:35

- 375 8/19/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3933782 - Approved By: NOREVIEW : 08-19-2013:16:27:46
- 376 8/21/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY'S FEES - Transaction 3941821 - Approved By: MCHOLICO : 08-22-2013:08:45:14
- 377 8/21/2013 - 2010 - Mtn for Attorney's Fee
Additional Text: PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY'S FEES - Transaction 3941821 - Approved By: MCHOLICO : 08-22-2013:08:45:14
- 378 8/22/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3942173 - Approved By: NOREVIEW : 08-22-2013:08:48:08
- 379 8/26/2013 - 1750 - Findings, Conclusions & Judg
Additional Text: Transaction 3952084 - Approved By: NOREVIEW : 08-26-2013:15:59:37
- 380 8/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3952140 - Approved By: NOREVIEW : 08-26-2013:16:02:04
- 381 8/26/2013 - F145 - Adj Non-Jury (Bench) Trial
No additional text exists for this entry.
- 382 8/29/2013 - 2605 - Notice to Set
Additional Text: NOTICE TO SET STATUS HEARING - Transaction 3961893 - Approved By: MFERNAND : 08-29-2013:16:45:12
- 383 8/29/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3962091 - Approved By: NOREVIEW : 08-29-2013:16:53:07
- 384 9/3/2013 - 3795 - Reply...
Additional Text: DEFENDANT SUMONA ISLAM'S REPLY IN SUPPORT OF MOTION TO RETAX COSTS - Transaction 3966876 - Approved By: MFERNAND : 09-03-2013:10:49:42
- 385 9/3/2013 - 2645 - Opposition to Mtn ...
Additional Text: ISLAM'S OPPOSITION TO ATLANTIS' MOTION FOR ATTORNEY'S FEES AND COSTS - Transaction 3966884 - Approved By: MFERNAND : 09-03-2013:10:53:03
- 386 9/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3967012 - Approved By: NOREVIEW : 09-03-2013:10:51:50
- 387 9/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3967035 - Approved By: NOREVIEW : 09-03-2013:10:57:01
- 388 9/3/2013 - 1250E - Application for Setting eFile
Additional Text: [STAT HEAR - 09.24.13 - 1:30 P.M. - ks]
- 389 9/3/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 3968522 - Approved By: NOREVIEW : 09-03-2013:16:15:02
- 390 9/10/2013 - 1325 - ** Case Reopened
No additional text exists for this entry.
- 391 9/10/2013 - 3795 - Reply...
Additional Text: PLAINTIFF'S REPLY IN SUPPORT OF MOTION FOR COSTS AND ATTORNEY'S FEES - Transaction 3985902 - Approved By: MCHOLICO : 09-11-2013:09:23:16
- 392 9/10/2013 - 3860 - Request for Submission

Additional Text: PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY'S FEES, DEFENDANT SUMONA ISLAM'S OPPOSITION THERETO, AND PLAINTIFF'S REPLY (NO PAPER ORDER PROVIDED) - Transaction 3985902 - Approved By: MCHOLICO : 09-11-2013:09:23:16 D:
PARTY SUBMITTING: ANGELA BADER, ESQ.
DATE SUBMITTED: 9/10/13
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:

393 9/10/2013 - 1030 - Affidavit in Support...

Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S REPLY TO GSR'S OPPOSITIONS TO MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 3985902 - Approved By: MCHOLICO : 09-11-2013:09:23:16

394 9/11/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 3986701 - Approved By: NOREVIEW : 09-11-2013:09:32:55

395 9/11/2013 - 1650 - Errata...

Additional Text: ERRATA TO AFFIDAVIT OF COUNSEL FILED SEPTEMBER 10 2013 - Transaction 3987085 - Approved By: ACROGHAN : 09-11-2013:10:50:25

396 9/11/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 3987130 - Approved By: NOREVIEW : 09-11-2013:10:52:47

397 9/23/2013 - 3860 - Request for Submission

Additional Text: PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW AS TO GOLDEN ROAD MOTOR INN (ORDER ATTACHED AS EXHIBIT) - Transaction 4014854 - Approved By: MCHOLICO : 09-23-2013:15:29:14 :
PARTY SUBMITTING: STAN JOHNSON, ESQ.
DATE SUBMITTED: 9/23/13
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:

398 9/23/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4015214 - Approved By: NOREVIEW : 09-23-2013:15:33:49

399 9/23/2013 - S200 - Request for Submission Complet

Additional Text: HEARING ON MATTER SET FOR 09.24.13 - 1:30 P.M. - ks

400 9/24/2013 - 2630 - Objection to ...

Additional Text: OBJECTION TO FINDINGS OF FACT AND CONCLUSIONS OF LAW SUBMITTED BY DEFENDANT GRAND SIERRA RESORT - Transaction 4017473 - Approved By: MFERNAND : 09-24-2013:14:15:36

401 9/24/2013 - 1030 - Affidavit in Support...

Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF OBJECTION TO FINDINGS OF FACT AND CONCLUSIONS OF LAW SUBMITTED BY DEFENDANT GRAND SIERRA RESORT - Transaction 4017473 - Approved By: MFERNAND : 09-24-2013:14:15:36

402 9/24/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4017869 - Approved By: NOREVIEW : 09-24-2013:14:21:33

403 9/25/2013 - MIN - ***Minutes

Additional Text: STATUS HEARING - 09-24-13 - Transaction 4020004 - Approved By: NOREVIEW : 09-25-2013:08:52:44

404 9/25/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4020081 - Approved By: NOREVIEW : 09-25-2013:08:57:16

405 9/27/2013 - 1750 - Findings, Conclusions & Judg

Additional Text: Transaction 4028835 - Approved By: NOREVIEW : 09-27-2013:15:43:20

406 9/27/2013 - NEF - Proof of Electronic Service

Additional Text: Transaction 4028849 - Approved By: NOREVIEW : 09-27-2013:15:45:33

407 9/30/2013 - 1950 - Memorandum of Costs

Additional Text: Transaction 4032405 - Approved By: TWHITE : 10-01-2013:09:14:38

- 408 10/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4032928 - Approved By: NOREVIEW : 10-01-2013:09:17:16
- 409 10/1/2013 - 2610 - Notice ...
Additional Text: NOTICE OF SUBMISSION OF DOCUMENTS IN CAMERA IN SUPPORT OF PLAINTIFF'S MOTION FOR COSTS AND ATTORNEY'S FEES - Transaction 4034624 - Approved By: TWHITE : 10-01-2013:15:10:23
- 410 10/1/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4034875 - Approved By: NOREVIEW : 10-01-2013:14:41:41
- 411 10/1/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4034881 - Approved By: NOREVIEW : 10-01-2013:14:42:45
- 412 10/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4034892 - Approved By: NOREVIEW : 10-01-2013:14:45:37
- 413 10/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4034897 - Approved By: NOREVIEW : 10-01-2013:14:46:32
- 414 10/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4035190 - Approved By: NOREVIEW : 10-01-2013:15:14:05
- 415 10/2/2013 - 2630 - Objection to ...
Additional Text: ISLAM'S OBJECTION TO SUBMISSION OF ATLANTIS ATTORNEYS FEES RECORDS FOR IN CAMERA REVIEW ONLY - Transaction 4036602 - Approved By: MFERNAND : 10-02-2013:10:16:07
- 416 10/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4036927 - Approved By: NOREVIEW : 10-02-2013:10:18:39
- 417 10/3/2013 - 2430 - Mtn to Retax Costs
Additional Text: PLAINTIFF'S MOTION TO RETAX COSTS OF DEFENDANT GRAND SIERRA RESORT - Transaction 4043288 - Approved By: MFERNAND : 10-04-2013:09:21:19
- 418 10/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4043843 - Approved By: NOREVIEW : 10-04-2013:09:23:42
- 419 10/9/2013 - 3790 - Reply to/in Opposition
Additional Text: REPLY TO PLAINTIFF'S OBJECTION TO DEFENDANT GSR'S MEMORANDUM OF COSTS - Transaction 4056466 - Approved By: MFERNAND : 10-10-2013:09:29:37
- 420 10/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4057182 - Approved By: NOREVIEW : 10-10-2013:09:32:03
- 421 10/17/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF PLAINTIFF'S MOTION TO RETAX COSTS OF DEFENDANT GRAND SIERRA RESORT - Transaction 4073290 - Approved By: MFERNAND : 10-17-2013:13:05:56
- 422 10/17/2013 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF PLAINTIFF'S MOTION TO RETAX COSTS OF DEFENDANT GRAND SIERRA RESORT (NO PAPER ORDER PROVIDED) - Transaction 4073290 - Approved By: MFERNAND : 10-17-2013:13:05:56
PARTY SUBMITTING: ANGELA M. BADER, ESQ.
DATE SUBMITTED: 10/17/13
SUBMITTED BY: M. FERNANDEZ
DATE RECEIVED JUDGE OFFICE:
- 423 10/17/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4073527 - Approved By: NOREVIEW : 10-17-2013:13:08:01

- 424 10/19/2013 - A630 - Notice of ...
Additional Text: NOTICE OF SUBMISSION OF DOCUMENTS IN CAMERA IN SUPPORT OF DEFENDANT GSR'S MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS - Transaction 4078171 - Approved By: TWHITE : 10-21-2013:10:23:06
- 425 10/19/2013 - 2010 - Mtn for Attorney's Fee
Additional Text: MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS TO DEFENDANT GSR PURSUANT TO NRS 600A.060 NRCP 68 AND NRS 17.115 - Transaction 4078172 - Approved By: TWHITE : 10-21-2013:10:24:57
- 426 10/19/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS TO DEFENDANT GSR PURSUANT TO NRS 600A.060, NRCP 68 AND NRS 17.115 - Transaction 4078173 - Approved By: TWHITE : 10-21-2013:10:27:01
- 427 10/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4079248 - Approved By: NOREVIEW : 10-21-2013:10:26:10
- 428 10/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4079262 - Approved By: NOREVIEW : 10-21-2013:10:27:40
- 429 10/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4079282 - Approved By: NOREVIEW : 10-21-2013:10:30:51
- 430 10/24/2013 - 4190 - Transcript - Partial
Additional Text: TRIAL - JULY 17, 2013 - Transaction 4091498 - Approved By: NOREVIEW : 10-24-2013:12:36:35
- 431 10/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4091502 - Approved By: NOREVIEW : 10-24-2013:12:38:00
- 432 10/25/2013 - 4186 - Transcript - Confidential
Additional Text: PARTIAL TRIAL - JULY 18, 2013 - Transaction 4092862 - Approved By: MFERNAND : 10-28-2013:10:09:49
- 433 10/28/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4093593 - Approved By: NOREVIEW : 10-28-2013:10:12:32
- 434 10/30/2013 - 4185 - Transcript
Additional Text: TRIAL - JULY 3, 2013 - Transaction 4101800 - Approved By: AZION : 10-30-2013:13:24:48
- 435 10/30/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4102371 - Approved By: NOREVIEW : 10-30-2013:13:36:07
- 436 10/30/2013 - 1310 - Case Appeal Statement
Additional Text: CASE APPEAL STATEMENT - Transaction 4103813 - Approved By: MPURDY : 10-31-2013:14:44:35
- 437 10/30/2013 - \$2515 - \$Notice/Appeal Supreme Court
Additional Text: NOTICE OF APPEAL - GOLDEN ROAD MOTOR INN, INC. - Transaction 4103813 - Approved By: MPURDY : 10-31-2013:14:44:35
- 438 10/31/2013 - PAYRC - **Payment Received
Additional Text: A Payment of \$34.00 was made on receipt DCDC429546.
- 439 10/31/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4106179 - Approved By: NOREVIEW : 10-31-2013:14:48:15
- 440 10/31/2013 - SAB - **Supreme Court Appeal Bond
No additional text exists for this entry.
- 441 11/1/2013 - 2610 - Notice ...
Additional Text: Transaction 4108004 - Approved By: MELWOOD : 11-01-2013:11:51:48

- 442 11/1/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4108536 - Approved By: NOREVIEW : 11-01-2013:12:00:39
- 443 11/1/2013 - 3880 - Response...
Additional Text: ISLAM'S RESPONSE TO GRAND SIERRA'S MOTION FOR ATTORNEYS FEES - Transaction 4109898 - Approved By: PDBROWN : 11-04-2013:09:59:33
- 444 11/4/2013 - 4186 - Transcript - Confidential
Additional Text: TRIAL - JULY 8, 2013 - Transaction 4110003 - Approved By: MCHOLICO : 11-04-2013:10:08:48
- 445 11/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4110552 - Approved By: NOREVIEW : 11-04-2013:10:01:12
- 446 11/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4110588 - Approved By: NOREVIEW : 11-04-2013:10:10:59
- 447 11/4/2013 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFF'S OPPOSITION TO GSR'S MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS - Transaction 4112373 - Approved By: AAKOPYAN : 11-05-2013:11:55:37
- 448 11/4/2013 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S OPPOSITION TO GSR'S MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS - Transaction 4112373 - Approved By: AAKOPYAN : 11-05-2013:11:55:37
- 449 11/4/2013 - 2190 - Mtn for Stay Pending Appeal
Additional Text: PLAINTIFF'S MOTION TO STAY ENFORCEMENT OF JUDGMENT AND FOR INJUNCTION PENDING APPEAL - Transaction 4112405 - Approved By: AAKOPYAN : 11-05-2013:14:03:42
- 450 11/5/2013 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 4114508 - Approved By: NOREVIEW : 11-05-2013:10:15:19
- 451 11/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4114517 - Approved By: NOREVIEW : 11-05-2013:10:16:55
- 452 11/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4115133 - Approved By: NOREVIEW : 11-05-2013:11:58:28
- 453 11/5/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4115834 - Approved By: NOREVIEW : 11-05-2013:14:10:42
- 454 11/6/2013 - 3370 - Order ...
Additional Text: [GSR IS ORDERED TO RESUBMIT ITS INVOICES W/MORE DEFINITE STATEMENTS SUFFICIENT FOR THE COURT TO CONDUCT PROPER REVIEW OF THE ATTORNEY'S FEES AND COSTS INCURRED BY GSR - ks]
- 455 11/6/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4119876 - Approved By: NOREVIEW : 11-06-2013:16:48:18
- 456 11/8/2013 - 4190 - Transcript - Partial
Additional Text: TRIAL - JULY 9, 2013 - Transaction 4122875 - Approved By: NOREVIEW : 11-08-2013:07:13:59
- 457 11/8/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4122876 - Approved By: NOREVIEW : 11-08-2013:07:15:10
- 458 11/8/2013 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - Transaction 4123138 - Approved By: NOREVIEW : 11-08-2013:08:59:56

- 459 11/8/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4123141 - Approved By: NOREVIEW : 11-08-2013:09:01:08
- 460 11/8/2013 - \$2515 - \$Notice/Appeal Supreme Court
Additional Text: Transaction 4124199 - Approved By: ASMITH : 11-12-2013:15:51:15
- 461 11/8/2013 - 1310 - Case Appeal Statement
Additional Text: Transaction 4124207 - Approved By: ASMITH : 11-12-2013:15:52:09
- 462 11/8/2013 - 3370 - Order ...
Additional Text: [COSTS - ATLANTIS - 17,070.61; AND GSR - \$15,540.85;
ATTY'S FEES - ATLANTIS - \$308,711.00; AND GSR DENIED W/OUT PREJUDICE - ks]
- 463 11/8/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 464 11/8/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 465 11/8/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4125206 - Approved By: NOREVIEW : 11-08-2013:15:35:22
- 466 11/9/2013 - 4190 - Transcript - Partial
Additional Text: TRIAL - JULY 10, 2013 - Transaction 4125792 - Approved By: NOREVIEW : 11-09-2013:12:29:13
- 467 11/9/2013 - 4190 - Transcript - Partial
Additional Text: TRIAL - JULY 10, 2013 - Transaction 4125793 - Approved By: NOREVIEW : 11-09-2013:12:30:04
- 468 11/9/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4125795 - Approved By: NOREVIEW : 11-09-2013:12:30:35
- 469 11/9/2013 - 4190 - Transcript - Partial
Additional Text: TRIAL - JULY 12, 2013 - Transaction 4125796 - Approved By: NOREVIEW : 11-09-2013:12:30:56
- 470 11/9/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4125797 - Approved By: NOREVIEW : 11-09-2013:12:31:27
- 471 11/9/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4125798 - Approved By: NOREVIEW : 11-09-2013:12:31:58
- 472 11/12/2013 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$34.00 was made on receipt DCDC430757.
- 473 11/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4128672 - Approved By: NOREVIEW : 11-12-2013:15:52:48
- 474 11/12/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4128677 - Approved By: NOREVIEW : 11-12-2013:15:54:05
- 475 11/13/2013 - 2490 - Motion ...
Additional Text: DEFENDANT SUMONA ISLAM'S MOTION FOR ORDER TO FILE ATTORNEY'S FEES RECORDS OF ATLANTIS IN THE
OFFICIAL COURT RECORD - Transaction 4130684 - Approved By: MCHOLICO : 11-13-2013:12:23:01
- 476 11/13/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4130999 - Approved By: NOREVIEW : 11-13-2013:12:24:57

- 477 11/13/2013 - SAB - **Supreme Court Appeal Bond
No additional text exists for this entry.
- 478 11/14/2013 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT CASE NO 64349/RECEIPT FOR DOCUMENTS - Transaction 4134157 - Approved By: NOREVIEW : 11-14-2013:14:21:42
- 479 11/14/2013 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT CASE NO 64349/RECEIPT FOR DOCUMENTS - Transaction 4134157 - Approved By: NOREVIEW : 11-14-2013:14:21:42
- 480 11/14/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4134170 - Approved By: NOREVIEW : 11-14-2013:14:24:42
- 481 11/15/2013 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 4137785 - Approved By: NOREVIEW : 11-15-2013:15:11:05
- 482 11/15/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4137799 - Approved By: NOREVIEW : 11-15-2013:15:14:09
- 483 11/15/2013 - 1097 - Amended Notice of Appeal
Additional Text: APPELLANT: ISLAM - Transaction 4138265 - Approved By: ASMITH : 11-18-2013:14:13:41
- 484 11/18/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4140779 - Approved By: NOREVIEW : 11-18-2013:14:28:18
- 485 11/20/2013 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - AMENDED NOTICE OF APPEAL - Transaction 4146148 - Approved By: NOREVIEW : 11-20-2013:08:54:00
- 486 11/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4146152 - Approved By: NOREVIEW : 11-20-2013:08:55:14
- 487 11/20/2013 - 2645 - Opposition to Mtn ...
Additional Text: GSR'S OPPOSITION TO PLAINTIFF'S MOTION TO STAY ENFORCEMENT OF JUDGMENT AND FOR INJUNCTION PENDING APPEAL - Transaction 4146407 - Approved By: AAKOPYAN : 11-20-2013:10:00:24
- 488 11/20/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4146575 - Approved By: NOREVIEW : 11-20-2013:10:03:55
- 489 11/21/2013 - 2035 - Mtn Clarification of Ord
Additional Text: PLAINTIFF'S MOTION FOR CLARIFICATION OF ORDER REGARDING ATTORNEY'S FEES AND COSTS - Transaction 4151156 - Approved By: MCHOLICO : 11-21-2013:13:37:36
- 490 11/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4151203 - Approved By: NOREVIEW : 11-21-2013:13:40:17
- 491 11/21/2013 - 3880 - Response...
Additional Text: PLAINTIFF'S RESPONSE TO ISLAM'S MOTION FOR ORDER TO FILE ATTORNEYS FEES RECORDS OF ATLANTIS IN THE OFFICIAL COURT RECORD - Transaction 4152082 - Approved By: PDBROWN : 11-21-2013:16:11:34
- 492 11/21/2013 - 2645 - Opposition to Mtn ...
Additional Text: ISLAM'S OPPOSITION TO ATLANTIS MOTION FOR STAY AND INJUNCTION ON APPEAL, AND ALTERNATIVELY, CROSS-MOTION FOR STAY ON APPEAL UPON POSTING OF NOMINAL BOND - Transaction 4152097 - Approved By: PDBROWN : 11-21-2013:16:14:03
- 493 11/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4152361 - Approved By: NOREVIEW : 11-21-2013:16:15:06

- 494 11/21/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4152365 - Approved By: NOREVIEW : 11-21-2013:16:16:30
- 495 11/26/2013 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT CASE NO 64349/RECEIPT FOR DOCUMENTS - Transaction 4162082 - Approved By: NOREVIEW : 11-26-2013:11:03:29
- 496 11/26/2013 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT CASE NO 64452/RECEIPT FOR DOCUMENTS - Transaction 4162082 - Approved By: NOREVIEW : 11-26-2013:11:03:29
- 497 11/26/2013 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT CASE NO 64452/RECEIPT FOR DOCUMENTS - Transaction 4162082 - Approved By: NOREVIEW : 11-26-2013:11:03:29
- 498 11/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4162089 - Approved By: NOREVIEW : 11-26-2013:11:05:16
- 499 11/27/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT OF PLAINTIFF'S MOTION TO STAY ENFORCEMENT OF JUDGMENT AND FOR INJUNCTION PENDING APPEAL AND RESPONSE TO ISLAM'S CROSS-MOTION FOR STAY ON APPEAL - Transaction 4166573 - Approved By: MCHOLICO : 12-02-2013:08:12:41
- 500 11/27/2013 - 3860 - Request for Submission
Additional Text: PLAINTIFF'S MOTION TO STAY ENFORCEMENT OF JUDGMENT AND FOR INJUNCTION PENDING APPEAL, DEFENDANT GRAND SIERRA RESORT'S OPPOSITION, DEFENDANT SUMONA ISLAM'S OPPOSITION, PLAINTIFF'S REPLY (NO PAPER ORDER PROVIDED) - Transaction 4166573 - Approved By: MCHOLICO : 12-02-2013:08:12:41
PARTY SUBMITTING: ANGELA M. BADER, ESQ.
DATE SUBMITTED: 11-27-13
SUBMITTED BY: MCHOLICO
DATE RECEIVED JUDGE OFFICE:
- 501 11/30/2013 - 3790 - Reply to/in Opposition
Additional Text: REPLY IN SUPPORT OF DEFENDANT SUMONA ISLAM'S MOTION FOR ORDER TO FILE ATTORNEYS FEES RECORDS OF ATLANTIS IN THE OFFICIAL COURT RECORD - Transaction 4166676 - Approved By: PDBROWN : 12-02-2013:08:51:11
- 502 11/30/2013 - 3860 - Request for Submission
Additional Text: DEFENDANT SUMONA ISLAM'S MOTION FOR ORDER TO FILE ATTORNEYS FEES RECORDS OF ATLANTIS IN THE OFFICIAL COURT RECORD (NO PAPER ORDER PROVIDED) - Transaction 4166676 - Approved By: PDBROWN : 12-02-2013:08:51:11
PARTY SUBMITTING: MARK WRAY, ESQ.
DATE SUBMITTED: 11-30-13
SUBMITTED BY: PDBROWN
DATE RECEIVED JUDGE OFFICE:
- 503 12/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4166769 - Approved By: NOREVIEW : 12-02-2013:08:15:44
- 504 12/2/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4166961 - Approved By: NOREVIEW : 12-02-2013:08:53:24
- 505 12/2/2013 - 1325 - ** Case Reopened
No additional text exists for this entry.
- 506 12/4/2013 - 2645 - Opposition to Mtn ...
Additional Text: ISLAM'S OPPOSITION TO THE ATLANTIS MOTION FOR CLARIFICATION OF ORDER REGARDING ATTORNEYS FEES AND COSTS - Transaction 4174706 - Approved By: MFERNAND : 12-04-2013:13:20:19
- 507 12/4/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4174724 - Approved By: NOREVIEW : 12-04-2013:13:22:14

- 508 12/10/2013 - 3795 - Reply...
Additional Text: REPLY IN SUPPORT O FPLAINTIFF'S MOTION FOR CLARIFICATION OF ORDER REGARDING ATTRONEY'S FEES AND COSTS - Transaction 4186239 - Approved By: AAKOPYAN : 12-10-2013:09:51:27
- 509 12/10/2013 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION OF PLAINTIFF'S MOTION FOR CLARIFICATION OF ORDER REGARDING ATTORNEY'S FEES AND COSTS (NO PAPER ORDER PROVIDED) - Transaction 4186239 - Approved By: AAKOPYAN : 12-10-2013:09:51:27
PARTY SUBMITTING: ANGELA BADER, ESQ.
DATE SUBMITTED: 12/10/2013
SUBMITTED BY: AAKOPYAN
DATE RECEIVED JUDGE OFFICE:
- 510 12/10/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4186298 - Approved By: NOREVIEW : 12-10-2013:09:53:38
- 511 12/24/2013 - 3370 - Order ...
Additional Text: [PLAINTIFF'S MTN TO STAY ENFORCEMENT OF JUDGMENT AND FOR INJUNCTION PENDING APPEAL IS DENIED - ks]
- 512 12/24/2013 - 3370 - Order ...
Additional Text: [DEFENDANT ISLAM'S MTN FOR ORDER TO FILE ATTYS' FEES RECORDS OF ATLANTIS IN THE OFFICIAL COURT RECORD IS DENIED - ks]
- 513 12/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4218767 - Approved By: NOREVIEW : 12-24-2013:15:26:33
- 514 12/24/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4218771 - Approved By: NOREVIEW : 12-24-2013:15:27:36
- 515 12/24/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 516 12/24/2013 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 517 12/26/2013 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4220324 - Approved By: NOREVIEW : 12-26-2013:13:55:39
- 518 12/26/2013 - NEF - Proof of Electronic Service
Additional Text: Transaction 4220333 - Approved By: NOREVIEW : 12-26-2013:13:57:26
- 519 1/3/2014 - 3370 - Order ...
Additional Text: [PLAINTIFF, GOLDEN ROAD'S MTN FOR CLARIFICATION OF ORDER REGARDING ATTORNEY'S FEES AND COSTS IS GRANTED, THE COSTS OF \$15,540.85 AWARDED TO GSR AGAINST ATLANTIS MAY NOT BE TAXED TO ISLAM - ks]
- 520 1/3/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4233688 - Approved By: NOREVIEW : 01-03-2014:15:46:19
- 521 1/3/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 522 1/3/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4233868 - Approved By: NOREVIEW : 01-03-2014:16:20:39
- 523 1/3/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4233880 - Approved By: NOREVIEW : 01-03-2014:16:22:33

- 524 1/21/2014 - 2490 - Motion ...
Additional Text: RENEWED MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS TO DEFENDANT GSR PURSUANT TO NRS 600A.060, NRCP 68 AND NRS 17.115 - Transaction 4268074 - Approved By: MCHOLICO : 01-22-2014:09:10:35
- 525 1/21/2014 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF RENEWED MOTION FOR AWARD OF ATTORNEY'S FEES TO DEFENDANT GSR PURSUANT TO NRS 600 A.060, NRCP 68 AND NRS 17.115 - Transaction 4268095 - Approved By: MCHOLICO : 01-22-2014:09:23:03
- 526 1/22/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4268563 - Approved By: NOREVIEW : 01-22-2014:09:11:32
- 527 1/22/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4268633 - Approved By: NOREVIEW : 01-22-2014:09:24:00
- 528 1/24/2014 - 2490 - Motion ...
Additional Text: PLTF'S MOTIOIN TO RELEASE COPIES OF SEALED TRIAL EXHIBITS TO COUNSEL - Transaction 4274531 - Approved By: ADEGAYNE : 01-24-2014:15:30:55
- 529 1/24/2014 - 1030 - Affidavit in Support...
Additional Text: OF COUNSEL IN SUPPORT OF PLTF'S MOTION TO RELEASE COPIES OF SEALED TRIAL EXHIBITS TO COUNSEL - Transaction 4274531 - Approved By: ADEGAYNE : 01-24-2014:15:30:55
- 530 1/24/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4274703 - Approved By: NOREVIEW : 01-24-2014:15:32:09
- 531 1/29/2014 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO PLAINTIFF'S MOTION TO RELEASE COPIES OF SEALED TRIAL EXHIBITS TO COUNSEL - Transaction 4279478 - Approved By: MCHOLICO : 01-29-2014:10:27:08
- 532 1/29/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4279894 - Approved By: NOREVIEW : 01-29-2014:10:28:02
- 533 2/4/2014 - 3795 - Reply...
Additional Text: IN SUPPORT OF PLAINTIFF'S MOTION TO RELEASE COPIES OF SEALED TRIAL EXHIBITS TO COUNSEL - Transaction 4289275 - Approved By: ADEGAYNE : 02-04-2014:14:53:45
- 534 2/4/2014 - 3860 - Request for Submission
Additional Text: Transaction 4289275 - Approved By: ADEGAYNE : 02-04-2014:14:53:45
DOCUMENT TITLE: PLAINTIFF'S MOTION TO RELEASE COPIES OF SEALED TRIAL EXHIBITS TO COUNSEL - NO PAPER ORDER PROVIDED
PARTY SUBMITTING: BADER, ESQ., ANGELA
DATE SUBMITTED: 2/4/14
SUBMITTED BY: ADEGAYNER
DATE RECEIVED JUDGE OFFICE:
- 535 2/4/2014 - 1030 - Affidavit in Support...
Additional Text: OF REPLY IN SUPPORT OF PLAINTIFF'S MOTION TO RELEASE COPIES OF SEALED TRIAL EXHIBITS TO COUNSEL - Transaction 4289275 - Approved By: ADEGAYNE : 02-04-2014:14:53:45
- 536 2/4/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4289518 - Approved By: NOREVIEW : 02-04-2014:14:55:49
- 537 2/6/2014 - 2645 - Opposition to Mtn ...
Additional Text: PLAINTIFF'S OPPOSITION TO GSR'S RENEWED MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS - Transaction 4294308 - Approved By: MCHOLICO : 02-07-2014:09:10:37
- 538 2/6/2014 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF PLAINTIFF'S OPPOSITION TO GSR'S RENEWED MOTION FOR AWARD FO ATTORNEY'S FEES AND COSTS - Transaction 4294308 - Approved By: MCHOLICO : 02-07-2014:09:10:37

- 539 2/7/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4295006 - Approved By: NOREVIEW : 02-07-2014:09:11:48
- 540 2/18/2014 - 3370 - Order ...
Additional Text: [SET HEARING W/IN 10 DAYS RE PLAINTIFF'S MTN TO RELEASE COPIES OF SEALED TRIAL EXHIBITS - ks]
- 541 2/18/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4307326 - Approved By: NOREVIEW : 02-18-2014:09:47:24
- 542 2/18/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 543 2/18/2014 - 3790 - Reply to/in Opposition
Additional Text: REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT GSR'S RENEWED MOTION FOR ATTORNEYS FEES - Transaction 4308930 - Approved By: MCHOLICO : 02-19-2014:11:04:01
- 544 2/19/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4309673 - Approved By: NOREVIEW : 02-19-2014:11:05:35
- 545 2/25/2014 - 3860 - Request for Submission
Additional Text: Transaction 4318728 - Approved By: YVILORIA : 02-25-2014:14:47:53
DOCUMENT TITLE: RENEWED MOTION FOR AWARD OF ATTORNEY'S FEES AND COSTS TO DEFENDANT GSR PURSUANT TO NRS 600A.060, NRCP 68 AND NRS 17.115 FILED ON 1-21-2014; PLAINTIFF'S OPPOSITION TO GSR'S RENEWED MOTION FOR AWARD OF ATTORNEYS FEES AND COSTS FILED 2-6-2014; REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT GSR'S RENEWED MOTION FOR ATTORNEY FEES FILED ON 2-18-2014
PARTY SUBMITTING: H. STAN JOHNSON
DATE SUBMITTED: 2-25-2014
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 546 2/25/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4318798 - Approved By: NOREVIEW : 02-25-2014:14:48:56
- 547 3/3/2014 - MIN - ***Minutes
Additional Text: PLAINTIFF'S MOTION TO RELEASE SEALED EXHIBITS - 02-27-14 - Transaction 4326002 - Approved By: NOREVIEW : 03-03-2014:11:52:01
- 548 3/3/2014 - 3105 - Ord Granting ...
Additional Text: PLAINTIFF'S MOTION TO RELEASE COPIES OF SEALED TRIAL EXHIBITS TO COUNSEL - Transaction 4326004 - Approved By: NOREVIEW : 03-03-2014:11:52:22
- 549 3/3/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4326007 - Approved By: NOREVIEW : 03-03-2014:11:53:14
- 550 3/3/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4326009 - Approved By: NOREVIEW : 03-03-2014:11:53:31
- 551 3/3/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4326423 - Approved By: NOREVIEW : 03-03-2014:14:43:20
- 552 3/3/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4326433 - Approved By: NOREVIEW : 03-03-2014:14:45:20
- 553 3/7/2014 - 4190 - Transcript - Partial
Additional Text: TRIAL - JULY 9, 2013 - Transaction 4333946 - Approved By: NOREVIEW : 03-07-2014:12:21:48
- 554 3/7/2014 - 4190 - Transcript - Partial
Additional Text: TRIAL - JULY 10, 2013 - Transaction 4333950 - Approved By: NOREVIEW : 03-07-2014:12:23:09

- 555 3/7/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4333949 - Approved By: NOREVIEW : 03-07-2014:12:23:10
- 556 3/7/2014 - 4186 - Transcript - Confidential
Additional Text: TRIAL - JULY 11, 2013 - Transaction 4333953 - Approved By: AZION : 03-07-2014:13:42:25
- 557 3/7/2014 - 4186 - Transcript - Confidential
Additional Text: TRIAL - JULY 16, 2013 - Transaction 4333954 - Approved By: AZION : 03-07-2014:13:42:40
- 558 3/7/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4333958 - Approved By: NOREVIEW : 03-07-2014:12:26:26
- 559 3/7/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4334091 - Approved By: NOREVIEW : 03-07-2014:13:43:40
- 560 3/7/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4334092 - Approved By: NOREVIEW : 03-07-2014:13:43:57
- 561 3/10/2014 - 1105 - Amended Ord and/or Judgment
Additional Text: FIRST AMENDED ORDER
[COSTS - ATLANTIS - 17,070.61; AND GSR - \$15,540.85;
ATTY'S FEES - ATLANTIS - \$308,711.00; AND GSR DENIED W/OUT PREJUDICE - ks]
- 562 3/10/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4336343 - Approved By: NOREVIEW : 03-10-2014:14:38:22
- 563 3/13/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4342406 - Approved By: NOREVIEW : 03-13-2014:13:42:32
- 564 3/13/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4342416 - Approved By: NOREVIEW : 03-13-2014:13:44:29
- 565 3/14/2014 - 3370 - Order ...
Additional Text: [GSR IS AWARDED ATTY FEES IN THE AMT OF \$190,124.50 AND RECONFIRMS COSTS OF \$15,540.85; POST
JUDGMENT INTEREST AT THE SATUTORY AMT. GSR IS TO SUBMIT REDACTED COPIES OF ITS BILLING STATEMENTS TO PLAINTIFF
W/IN 15 DAYS OF ENTRY OF THIS ORDER - ks]
- 566 3/14/2014 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 567 3/14/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4344899 - Approved By: NOREVIEW : 03-14-2014:16:18:45
- 568 4/11/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4384230 - Approved By: NOREVIEW : 04-11-2014:16:17:08
- 569 4/11/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4384235 - Approved By: NOREVIEW : 04-11-2014:16:18:06
- 570 4/11/2014 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 4384404 - Approved By: NOREVIEW : 04-11-2014:16:53:59
- 571 4/11/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4384410 - Approved By: NOREVIEW : 04-11-2014:16:55:13

572 4/14/2014 - \$2515 - \$Notice/Appeal Supreme Court
Additional Text: Transaction 4384943 - Approved By: ASMITH : 04-14-2014:10:44:53

573 4/14/2014 - PAYRC - **Payment Received
Additional Text: A Payment of \$34.00 was made on receipt DCDC450615.

574 4/14/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4385047 - Approved By: NOREVIEW : 04-14-2014:10:46:00

575 4/21/2014 - 1097 - Amended Notice of Appeal
Additional Text: Transaction 4394440 - Approved By: ASMITH : 04-21-2014:14:07:38

576 4/21/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4395353 - Approved By: NOREVIEW : 04-21-2014:14:08:39

577 4/21/2014 - 4190 - Transcript - Partial
Additional Text: Transaction 4396169 - Approved By: NOREVIEW : 04-21-2014:17:37:33

578 4/21/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4396170 - Approved By: NOREVIEW : 04-21-2014:17:38:23

579 4/21/2014 - 4190 - Transcript - Partial
Additional Text: TRIAL - JULY 17, 2013 - Transaction 4396173 - Approved By: NOREVIEW : 04-21-2014:17:40:05

580 4/21/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4396174 - Approved By: NOREVIEW : 04-21-2014:17:40:53

581 4/22/2014 - 1350 - Certificate of Clerk
Additional Text: Transaction 4397328 - Approved By: NOREVIEW : 04-22-2014:13:13:26

582 4/22/2014 - 4113 - District Ct Deficiency Notice
Additional Text: Transaction 4397328 - Approved By: NOREVIEW : 04-22-2014:13:13:26

583 4/22/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4397331 - Approved By: NOREVIEW : 04-22-2014:13:14:26

584 4/22/2014 - 4113 - District Ct Deficiency Notice
Additional Text: NO CASE APPEAL STATEMENT FILED - Transaction 4397862 - Approved By: NOREVIEW : 04-22-2014:14:53:54

585 4/22/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4397867 - Approved By: NOREVIEW : 04-22-2014:14:54:49

586 4/22/2014 - 4190 - Transcript - Partial
Additional Text: TRIAL - JULY 12, 2013 - Transaction 4398353 - Approved By: NOREVIEW : 04-22-2014:16:27:37

587 4/22/2014 - NEF - Proof of Electronic Service
Additional Text: Transaction 4398365 - Approved By: NOREVIEW : 04-22-2014:16:30:23

588 4/23/2014 - SAB - **Supreme Court Appeal Bond
No additional text exists for this entry.

589 4/24/2014 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 4401584 - Approved By: NOREVIEW : 04-24-2014:11:04:23

590 4/24/2014 - NEF - Proof of Electronic Service

Additional Text: Transaction 4401591 - Approved By: NOREVIEW : 04-24-2014:11:07:02

1 ROBERT A. DOTSON, ESQ.
Nevada State Bar No. 5285
2 rdotson@laxalt-nomura.com
ANGELA M. BADER, ESQ.
3 Nevada State Bar No. 5574
abader@laxalt-nomura.com
4 LAXALT & NOMURA, LTD.
9600 Gateway Drive
5 Reno, Nevada 89521
6 Tel: (775) 322-1170
Fax: (775) 322-1865
7 Attorneys for Plaintiff

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

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;
ABC CORPORATIONS; XYZ
18 PARTNERSHIPS; AND JOHN DOES I through
X, inclusive.

19 Defendants.

20 **~~PROPOSED~~ FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER**

21 This matter came on for a non-jury trial on July 1, 2013 before the Court, Honorable
22 Patrick Flanagan, District Judge, presiding. The Court heard evidence for 9 days and the
23 arguments of counsel on the 10th day of trial. The Court, having carefully considered all of the
24 exhibits in evidence, the testimony of the witnesses, trial statements of the parties, and the
25 arguments of counsel, hereby issues the following Findings of Fact and Conclusions of Law:

26 ///

27 ///

28 ///

Findings of Fact

1
2 1. On or about April 15, 2008, ISLAM became an employee of the Golden Road
3 Motor Inn, Inc., dba Atlantis Casino Resort Spa ("ATLANTIS").

4 2. On April 15, 2008, ISLAM executed the ATLANTIS Online System User
5 Agreement ("Online System User Agreement"). Among other terms, the Online System User
6 Agreement prohibits unauthorized downloading or uploading of software and information.

7 3. On April 15, 2008, in conjunction with her employment with ATLANTIS,
8 ISLAM also executed an agreement with ATLANTIS concerning its Business Ethics Policy
9 and Code of Conduct Acknowledgement and Conflicts of Interest Statement. This agreement
10 ("Business Ethics Policy"), was again signed by ISLAM on January 23, 2009, February 26,
11 2010 and January 19, 2011. This policy in section 3.1 identifies confidential information as all
12 nonpublic information regarding the company's operation and business activities and those of
13 its customers and suppliers. Nonpublic means any information that is not officially disclosed
14 through means such a press releases or other forms of publication, where it is not common
15 knowledge. Section 4.4 prohibits the disclosure of inside information to persons outside the
16 company or other persons within the company who are not authorized to receive such
17 information. Pursuant to the terms of the Business Ethics Policy, ISLAM agreed not to disclose
18 confidential information including customer lists or customer information (such as player
19 tracking or club information) to any unauthorized persons, either during or after her
20 termination, and not to take any documents or records belonging to ATLANTIS after her
21 departure. She also agreed not to profit from confidential information of ATLANTIS.
22 ISLAM's agreement to the terms of this contract was a condition of her employment with
23 ATLANTIS.

24 4. On April 15, 2008, in conjunction with commencing her employment with
25 ATLANTIS, ISLAM executed the ATLANTIS Company Policy regarding Company Property,
26 Proprietary Information, and Trade Secrets (hereinafter referred to as "Trade Secret
27 Agreement"). This agreement, including any updates, was again signed by ISLAM on January
28 23, 2009, February 26, 2010 and January 19, 2011. This agreement provides that any improper

1 use or dissemination of ATLANTIS intellectual property is a breach of the policy and may be a
2 violation of state and federal trade secrets laws and also warns that such violation is punishable
3 both civilly and criminally.

4 5. ISLAM was hired to be an Executive Casino Host at ATLANTIS. When she
5 was hired, she was under a contractual obligation to her former employer, Harrah's, which
6 prohibited her from working in a same or similar position within six months after separation
7 from employment at Harrah's. In order to honor this obligation, ATLANTIS placed her in the
8 position of concierge manager. She worked in the hotel side of the operation of the
9 ATLANTIS and not in the gaming side of the operation until the expiration of the six month
10 restriction imposed by her agreement with Harrah's. Thereafter, she was transferred to the
11 gaming operation and began her employment as a host.

12 6. When ISLAM began to work as a host at ATLANTIS, she brought with her
13 what she claimed to be her personal book of trade. ISLAM has identified Exhibits 75 and 80
14 as her book of trade.

15 7. Steve Ringkob, indeed almost every witness, testified that there were certain
16 items that hosts were entitled to take with them from property to property and that a host's
17 book of trade is the host's property and "nothing is wrong with her taking this information
18 wherever she goes." However, he also testified that the player's gaming history and tracking at
19 the ATLANTIS would become proprietary information.

20 8. Although the term "casino host book of trade" has been defined variously, it has
21 generally been defined as those names and contact information of guests with whom the host
22 has developed relationships through their own efforts. Ringkob defined it as those guests with
23 whom the host has developed a relationship and it was not information coming from the casino.

24 9. The evidence is clear that ISLAM intentionally downloaded, by hand copying
25 from the ATLANTIS computer screen, players' names, contact information, level of play,
26 game preferences and other proprietary information from the ATLANTIS Casino's, casino
27 management system, Patron Management Program.

28

1 10. On February 26, 2010, ISLAM signed a Non-Compete/Non-Solicitation
2 Agreement with ATLANTIS (“Non-Compete Agreement”). Pursuant to the terms of the Non-
3 Compete Agreement, ISLAM agreed that she would not, without the prior written consent of
4 ATLANTIS, be employed by, in any way affiliated with, or provide services to any gaming
5 operation located within 150 miles of ATLANTIS for a cooling off period of one year after the
6 date that the employment relationship between she and the ATLANTIS ended.

7 11. During ISLAM’S employment at ATLANTIS, she had access to and worked
8 with highly sensitive trade secrets and proprietary and confidential information of the
9 ATLANTIS. This information included customer and guest lists, customer information and
10 data including player contact information, tracking and club information, guest preferences and
11 gaming tendencies of the guests. This information included not just the information for guests
12 assigned to her, but also information for guests assigned to other hosts.

13 12. Before and during ISLAM’S employment, ATLANTIS undertook significant
14 precautions to maintain the secrecy of its confidential information. These efforts included
15 disabling USB ports in the computers at ATLANTIS, not providing or allowing printers, and
16 monitoring all emails that are sent to recipients off property.

17 13. Despite the precautions taken to protect ATLANTIS’ confidential trade secret
18 information, during her employment at ATLANTIS ISLAM copied guest information by hand
19 from the screen of the ATLANTIS computer onto spiral note pads. Ms. ISLAM, in her
20 handwritten notes in spiral notebooks, which she identified as hers, copied players’ names,
21 contact information and also the designation of whether or not they played table games or slots.
22 The information copied had the notation of the guests’ marker information, for purposes of
23 knowing what their credit limit was. Some notations included information regarding previous
24 gaming results and losses incurred by that player. This is information Ms. ISLAM testified that
25 she wrote down from the ATLANTIS computer. A copy of some of those spirals is found in
26 Exhibit 80.

27 14. Ms. ISLAM testified that in the fall of 2011, she was becoming dissatisfied with
28 her employment at the ATLANTIS. She testified that she had not been given a raise, that she

1 had only been given one bonus and not the quarterly bonuses that she states were promised to
2 her, she felt isolated in her interpersonal relationships with other employees at the ATLANTIS
3 and she had come to a point in her career where she believed that if she was ever going to make
4 more money, she would have to seek employment elsewhere.

5 15. The evidence is that on or around October, Ms. ISLAM learned from Ms.
6 Antonetti that the Grand Sierra Resort ("GSR") was hiring new employees. Through an online
7 application, ISLAM applied for and interviewed with the GSR to obtain a position as a host.

8 16. At about that time, Ms. ISLAM asked Mr. DeCarlo for a copy of her Non-
9 Compete Agreement with the ATLANTIS.

10 17. Sometime in December and January, two interviews took place. The first was
11 with Ms. Hadley, at the GSR. Ms. Hadley testified that she was impressed with Ms. ISLAM.
12 She testified she did not ask for ISLAM's book of business at that time.

13 18. A second interview was arranged between ISLAM and Hadley and Flaherty of
14 the GSR. At that time, a more in-depth discussion took place relative to Ms. ISLAM's book of
15 business. Mr. Flaherty testified and it's confirmed by the transcript of a subsequent interview
16 that he told Ms. ISLAM not to bring anything from the ATLANTIS to the GSR, to bring
17 nothing, but herself and her relationships.

18 19. During the course of the interview process, ISLAM and representatives of GSR
19 discussed the fact that ISLAM was subject to an agreement restricting her employment with a
20 competitor of ATLANTIS and ISLAM provided GSR with a copy of the Non-Compete
21 Agreement. This conduct is consistent with ISLAM's testimony of her behavior when applying
22 for the position with the ATLANTIS. She testified that she provided a copy of the Harrah's
23 Non-Compete to the ATLANTIS prior to their offering of employment to her.

24 20. The testimony is that GSR then passed the ATLANTIS Non-Compete
25 Agreement to its legal counsel. Legal counsel apparently reviewed that and gave the green
26 light to hire Ms. ISLAM.

1 21. Ms. ISLAM was concerned that ATLANTIS would initiate litigation against her
2 and sought assurances that GSR would provide legal representation to her should there be
3 litigation over the Non-Compete. GSR agreed.

4 22. ISLAM terminated her employment as an Executive Casino Host with the
5 ATLANTIS on January 19, 2012 and accepted an offer with GSR as an Executive Casino Host
6 on the same day.

7 23. ISLAM began work at GSR at the end of January, 2012.

8 24. The ATLANTIS alleges that soon after ISLAM terminated her employment,
9 ATLANTIS employees discovered that ISLAM had falsely modified, destroyed, falsely
10 changed and/or sabotaged confidential, proprietary, trade secret information of ATLANTIS,
11 including customer data belonging to the ATLANTIS on its online system to her benefit and
12 the benefit of GSR and to the detriment of ATLANTIS.

13 25. The evidence adduced in this matter by Ms. ISLAM herself and other witnesses
14 of the Plaintiff is that Ms. ISLAM did change the addresses, telephone number and/or the email
15 addresses of guests that had been coded to her in the ATLANTIS' casino customer or guest
16 database.

17 26. The evidence shows that shortly after Ms. ISLAM left the employ of the
18 ATLANTIS, the guests who had been assigned to her at the ATLANTIS were distributed
19 amongst the remaining ATLANTIS hosts who attempted to contact those guests to maintain
20 and establish a continued relationship with the ATLANTIS. Shortly thereafter, those hosts
21 reported difficulty, indeed inability to contact the guests. It quickly became apparent that the
22 contact information had been sabotaged. ATLANTIS staff testified that they restored old
23 copies of the Patron Management data to a location in the computer system where the auditors
24 could access the information and the information was restored to the Patron Management
25 Program, the guest marketing database, in a relatively short period of time.

26 27. Additionally, the evidence showed that none of the information was changed in
27 the LMS database, which is the database known as the Lodging Management System that
28 controls the hotel operations.

1 28. ISLAM testified that she did not show either Ms. Hadley or Mr. Flaherty the
2 spiral notebooks which contained the information she had wrongfully taken from the
3 ATLANTIS' database. Nevertheless, after her employment by the GSR began, Ms. ISLAM
4 began to input that information, the information taken from the ATLANTIS and contained on
5 the spiral notebooks, into the GSR database.

6 29. The testimony from the GSR representatives is that the database fields accessed
7 and completed by ISLAM are limited. They restrict the information that a host could input to
8 name, address, telephone number and contact information. There are no fields for a host to
9 themselves input information regarding a player's gaming history, level of play or preference of
10 game.

11 30. Both Ms. Hadley and Mr. Flaherty testified they never saw the spiral notebooks
12 containing the information ISLAM had wrongfully taken from the ATLANTIS' database.

13 31. After the database sabotage was discovered by the ATLANTIS, ATLANTIS'
14 general counsel, Debra Robinson, wrote a letter to GSR advising them that Ms. ISLAM was
15 subject to a Non-Compete, Non-Disclosure Agreement and that she may have confidential
16 information and ATLANTIS demanded the GSR cease and desist from the use of that
17 information and return it forthwith.

18 32. In response to the cease and desist letter from ATLANTIS to the GSR and Ms.
19 ISLAM relating to the ATLANTIS' concerns about ISLAM's employment, the counsel for the
20 GSR sent a letter rejecting the assertions of the ATLANTIS and essentially maintaining that
21 there was nothing confidential or proprietary that had been acquired by GSR and that all
22 information provided by Ms. ISLAM came from her own personal relationships and her book
23 of business.

24 33. The ATLANTIS reasonably initiated litigation.

25 34. On April 27, 2012, ATLANTIS filed its Complaint for relief with seven causes
26 of action.

27 35. On May 9, 2012, this Court, through its sister Department, entered a Temporary
28 Restraining Order barring Ms. ISLAM from any employment with GSR. That Order was

1 extended by Order of this Court dated July 5, 2012 which also applied to GSR. Thereafter, the
2 parties stipulated to a Preliminary Injunction ending this case pending the case's resolution.

3 36. To the extent appropriate and to give intent to this order, any finding of fact
4 should be found to be a conclusion of law. Similarly, to the extent appropriate any conclusion
5 of law shall be deemed a finding of fact.

6 CONCLUSIONS OF LAW

7 Breach of Contract – Online Systems User Agreement, Business Ethics Policy, Trade 8 Secrets Agreement as to ISLAM

9 1. The elements for establishing a breach of contract claim are: (1) A valid and
10 existing contract was entered into between Plaintiff and Defendant; (2) Plaintiff performed or
11 was excused from performance of the contract; (3) Defendant breached; and (4) Plaintiff
12 sustained damages as a result of the breach. *Reichert vs. General Insurance Co. of Amer.*, 68
13 Cal. 2d 822, 69 Cal. Rptr. 321, 442 P.2d 377 (1968); *Marwan Ahmed Harara vs. Conoco*
14 *Phillips Co.*, 375 F. Supp. 2d 905, 906 (9th Cir. 2005).

15 2. In order to succeed on a breach of contract claim in Nevada, a plaintiff must
16 show "(1) the existence of a valid contract, (2) a breach by the defendant, and (3) damage as a
17 result of the breach." *Saini v. Int'l Game Tech.*, 434 F. Supp. 2d 913, 919-920 (D. Nev. 2006),
18 citing *Richardson v. Jones*, 1 Nev. 405, 405 (1865).

19 3. In its first cause of action the Plaintiff alleges the violation of three contracts.
20 These are the Online User Agreement, the Business Ethics Policy, and the Trade Secrets
21 Agreement. These agreements were signed by Defendant ISLAM and a representative of
22 Plaintiff, ATLANTIS. This Court finds that these are valid contracts. The Court further finds
23 that the Defendant ISLAM breached these contracts.

24 4. Based upon the fact that ISLAM downloaded players' names, contact
25 information, level of play, game preferences and other proprietary information from the
26 ATLANTIS Casino's, casino management system, Patron Management Program, the Court
27 finds that she has breached these contracts and that the ATLANTIS has suffered damages as a
28

1 result of the breach. Consequently, the Court finds in favor of the Plaintiff and against
2 Defendant Sumona ISLAM on the first cause of action.

3 5. The Court finds that damages should be awarded in favor of ATLANTIS and
4 against ISLAM on this claim. These are made up of compensatory damages of \$10,941 plus an
5 additional \$2,119 to repair the database, totaling \$13,060.

6 **Breach of Contract—Non-Compete Agreement as to ISLAM**

7 6. The Non-compete/Non-solicitation Agreement was signed by ISLAM and a
8 representative of ATLANTIS in 2010. The law presumes that all parties have the freedom to
9 contract and establish the terms of employment between themselves. However, restrictive
10 covenants are not favored in the law. The determination of the validity of such a contract as
11 written is governed by whether or not it imposes upon the employee any greater restraint than
12 is reasonably necessary to protect the business and the goodwill of the employer.

13 7. A restraint of trade is unreasonable if it is greater than that required to protect
14 the person for whose benefit the restraint is imposed or imposes an undue hardship on the
15 person restricted. *Hansen v. Edwards*, 83 Nev. 189, 426 P.2d 792 (1967). *See also, Jones v.*
16 *Deeter*, 112 Nev. 291, 294, 913 P.2d 1272, 1274 (1996).

17 8. The public has an interest in seeing that competition is not unreasonably limited
18 or restricted.

19 9. In the instant matter, this Court finds that the term restricting employment for a
20 period of one year is reasonable and necessary to protect the interests of the ATLANTIS.

21 10. This Court finds that the term restricting employment within 150 miles from
22 ATLANTIS is reasonable. It encompasses the markets of Sacramento and the evidence
23 supports the threat that Thunder Valley and indeed other Northern California casinos pose to
24 the casinos of Northern Nevada.

25 11. The Court finds, however, that the total exclusion from employment with a
26 competitor is unreasonable. This Court finds that excluding the employment of an individual
27 such as Ms. ISLAM, who has attempted to create a career in this industry from any role in any
28 casino in any capacity is an unreasonable restraint on her and it imposes an undue hardship on

1 Ms. ISLAM and it is a restraint that is greater than that required for the protection of the person
2 for whose benefit the restraint is imposed, the ATLANTIS. Therefore, the Court finds the
3 Non-Competition contract unenforceable and dismisses the second cause of action related to
4 breach of that contract.

5 **Conversion of Property as to ISLAM**

6 12. The elements of conversion are that a defendant exercises an act of dominion
7 wrongfully exerted over the personal property of another in denial of or inconsistent with title
8 rights therein, or in derogation, exclusion or defiance of such rights. *M.C. Multi Family*
9 *Development, L.L.C. v. Crestdale Associates Ltd.*, 124 Nev. 901, 910, 196 P.3d 536 (2008)
10 *citing Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606, 5 P.3d 1043, 1048 (2000).

11 13. The caselaw here states that conversion generally is limited to those severe,
12 major and important interferences with the right to control personal property that justified
13 requiring the actor to pay the property's full value. Courts have noted that this remedy in
14 general is harsh and is reserved for the most severe interferences with personal property.
15

16 14. The Court finds that the evidence adduced shows that the interference with the
17 property of the ATLANTIS was not severe, that the information, although altered, was not lost
18 and was easily restored. One measure of that is the fact that the damages sought for the
19 restoration expense is de minimus in light of the value of not only Ms. ISLAM's book of trade,
20 which she estimated at \$3.5 to \$4 million, but the operation of the ATLANTIS itself.
21 Therefore, this Court finds that the Plaintiff has failed to establish the elements of conversion
22 and the third cause of action is therefore dismissed.
23
24

25 **Tortious Interference with Contractual Relations and Prospective Economic Advantage as**
26 **to ISLAM**

27 15. To establish intentional interference with contractual relations, ATLANTIS
28 must show: (1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3)
intentional acts intended or designed to disrupt the contractual relationship; (4) actual

1 disruption of the contract; and (5) resulting damage. *Sutherland v. Gross*, 105 Nev. 192, 772
2 P.2d 1287, 1290 (1989).

3 16. The elements of the tort of wrongful interference with a prospective economic
4 advantage are: (1) a prospective contractual relationship between the plaintiff and a third
5 party; (2) the defendant's knowledge of this prospective relationship; (3) the intent to harm the
6 plaintiff by preventing the relationship; (4) the absence of a privilege or justification by the
7 defendant; and, (5) actual harm to the plaintiff as a result of the defendant's conduct. *Leavitt v.*
8 *Leisure Sports, Inc.*, 103 Nev. 81, 88, 734 P.2d 1221, 1225 (1987); *Las Vegas-Tonopah-Reno*
9 *Stage v. Gray Line*, 106 Nev. 283, 792 P.2d 386, 388 (1990).

10 17. Based upon the Nevada Supreme Court's decision in *Frantz v. Johnson*, 116
11 Nev. 455, 999 P.2d 351(2000), this Court is directed to look to the specific evidence adduced at
12 trial to determine whether or not the acts of a defendant are more appropriately adjudicated
13 under the Uniform Trade Secrets Act than under a claim for tortious interference with contract
14 or prospective economic advantage. In an examination of the facts here, this Court has
15 determined that the facts adduced in this trial make it more appropriate that the claim against
16 Sumona ISLAM be adjudicated under the Uniform Trade Secrets Act.

17 **Violation of Uniform Trade Secret Act, NRS 600A.010 et. seq. as to ISLAM and GSR**

18 18. To establish a misappropriation claim under NRS § 600A.010 *et. seq.*, the
19 plaintiff must show: (1) a valuable trade secret; (2) misappropriation¹ of the trade secret
20

21 ¹ "Misappropriation" per NRS 600A.030(2) means:

- 22 (a) Acquisition of the trade secret of another by a person by improper means;
23 (b) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was
acquired by improper means; or
24 (c) Disclosure or use of a trade secret of another without express or implied consent by a person who:
25 (1) Used improper means to acquire knowledge of the trade secret;
26 (2) At the time of disclosure or use, knew or had reason to know that his or her knowledge of the trade
secret was:
(I) Derived from or through a person who had used improper means to acquire it;
(II) Acquired under circumstances giving rise to a duty to maintain its secrecy or limits its
27 use; or
(III) Derived from or through a person who owed a duty to the person seeking relief to
maintain its secrecy or limit its use; or
28 (3) Before a material change of his or her position, knew or had reason to know that it was a trade secret
and that knowledge of it had been acquired by accident or mistake.

1 through use, disclosure, or nondisclosure of the use of the trade secret; and (3) the requirement
2 that the misappropriation be wrongful because it was made in breach of an express or implied
3 contract or by a party with a duty not to disclose. *Frantz v. Johnson*, 116 Nev. 455, 466, 999
4 P.2d 351, 358 (2000).

5 19. A trade secret is information that derives independent economic value, actual or
6 potential, from not being generally known to and not being readily ascertainable by proper
7 means by the public, as well as information that is subject to efforts that are reasonable under
8 the circumstances to maintain its secrecy. NRS 600A.040.

9 20. The determination of what is a trade secret is a question of fact for the trier of
10 fact. *Frantz*, 116 Nev. at 466, 999 P.2d at 358. The caselaw indicates that contractual
11 restrictions alone or designations alone do not control whether or not a particular design,
12 compilation, or mechanism is a trade secret. To determine whether or not an item is a trade
13 secret, the Court considers these factors. First, the extent to which the information is known
14 outside the business and the ease or difficulty with which the information could be properly
15 acquired by others. Second, whether the information was confidential or secret. Third, the
16 extent and manner in which the employer guarded the secrecy of the information. Fourth, the
17 former employee's knowledge of the customer's buying habits and other customer data and
18 whether this information is known by the employer's competitors.

19 21. There was a consensus amongst all the witnesses that in the case of a customer
20 with whom a host has established a relationship, that customer's name, address, contact
21 information is not a trade secret. All of the witnesses here have identified certain items that
22 they consider trade secrets in the gaming industry and these are well-qualified witnesses who
23 have spent decades in this industry. Those items have been identified as, (1) player tracking
24 records; (2) other hosts' customers; (3) initial buy-ins; (4) level of play; (5) whether the player
25 plays table games or slots; (6) time of play; (7) customers' personal information that is personal
26 to them, such as a Social Security number; (8) customers' casino credit; (9) customer's location,
27 whether they are an international, regional or local player; (10) marketing strategy; (11)
28 customers' birth date, which one witness testified was critical for credit accounts; (12) tier

1 levels, which is different than player ratings, they are more specific in terms of measurement;
2 (13) comp information for the player; (14) players' history of play; (15) players' demographics;
3 (16) players' financial information; (17) the company's financial information; (18) the
4 company's marketing strategy; (19) other employees' information and customer information.
5 The Court does not by this list deem this list to be exclusive. There may be other instances and
6 other items that are properly designated as trade secrets, however, this was the evidence
7 adduced in this trial.

8 22. This Court finds that this information is not known outside of the business of the
9 ATLANTIS. Indeed, the previous 19 items are not easy to learn, in fact, it is difficult to
10 acquire this information properly.

11 23. This Court further finds that there is no question that this information was
12 confidential within the ATLANTIS and that has been demonstrated amply by the extent and
13 manner in which the ATLANTIS took steps to guard the secrecy of this information.
14 Specifically, Mr. Woods testified that there were no printers and that the USB ports on the
15 computers were restricted, that the hosts had no ability to print or download guest lists. He
16 further explained that security access was determined by the job designation. There was
17 testimony that the passwords for this access were changed frequently and therefore it has been
18 established beyond any reasonable doubt that the ATLANTIS considered all of this
19 information a trade secret and this Court does so find.

20 24. This Court finds that the information written down in the spiral notebooks
21 which Ms. ISLAM identified as hers was taken from the ATLANTIS' computer and is not
22 information open to the public.

23 25. This Court finds that Ms. ISLAM has violated not only the terms and conditions
24 of her contract, but also has committed a violation of the Uniform Trade Secrets Act.

25 26. This Court finds that Damages are appropriately awarded against ISLAM for
26 violation of the Uniform Trade Secrets Act and awards damages totaling \$10,814.

27 ///

28 ///

1 **Declaratory Relief**

2 27. The sixth cause of action filed by the Plaintiff is a request for declaratory relief.
3 The Courts grants and denies this claim as follows.

4 28. This Court finds that the Online System User Agreement is a valid contract.
5 This Court finds that the Business Ethics Policy and Code of Conduct Agreement is a valid
6 contract. This Court finds that the Trade Secrets Agreement is a valid contract. This Court
7 finds that the Non-compete Agreement is overbroad and unenforceable. This Court also finds
8 that those contracts have been breached.

9 29. This Court finds that the Defendant has violated the Uniform Trade Secrets Act
10 and that the Plaintiff has suffered damages.

11 **Proof of Damages**

12 30. There are two distinct damage models proffered in this case. One is based on
13 theoretical win based upon a customer lifetime value analysis proffered by the Plaintiff. The
14 other is a damage analysis based on actual win - loss proffered by the Defendants in this case.

15 31. This Court has examined all of the exhibits in support of both models. This
16 Court has listened to the testimony of Brandon McNeely, who testified on behalf of the
17 Plaintiff in support of a valuation based upon theoretical wins. This Court finds that the
18 customer lifetime value analysis is a solid one and is supported by scholarly research and
19 empirical data.

20 32. This Court has also considered Mr. Aguero's testimony and reviewed his expert
21 report, which is Exhibit 32. The Court has also reviewed Brandon McNeely's reports and the
22 Exhibits included within Exhibit 59, A, B, C, D and E.

23 33. The Court has also considered the testimony of Mr. Frank DeCarlo when he
24 testified about the mitigation marketing costs, and Lilia Santos, who testified to the loss of
25 guests of the ATLANTIS to the GSR.

26 34. Having considered both models, this Court feels the more appropriate model in
27 this particular case is the actual win-loss model. That model is based upon the data provided by
28

1 both parties, the hard data and an analysis that is well reasoned and supported not only by the
2 evidence, but scholarly review.

3 35. Therefore, the compensatory damages as to Defendant ISLAM, as previously
4 described will be on the first count for breach of contract, \$10,941 plus an additional \$2,119.
5 As to the violation of the Uniform Trade Secret Act, judgment will be in favor of Plaintiff,
6 against Defendant ISLAM in the amount of \$10,814.

7 **Punitive Damages**

8 36. The Plaintiff has requested punitive damages be awarded in this case and this
9 Court finds that punitive damages are warranted here.

10 37. Ms. ISLAM testified that her actions were malicious, as they were intended to
11 hurt the ATLANTIS. Despite whatever reason she may have felt justified her actions, her
12 actions were unjustified, they were willful, they were malicious, and they were intentional.

13 38. Punitive damages have a two-pronged effect. One is to punish the transgressor
14 and the other is to serve as an example to deter others similarly situated from engaging in the
15 same conduct. Therefore, there are several factors to be taken into consideration, including the
16 willfulness of the conduct, the public interest that is at stake, and not the least of which is the
17 Defendant's financial condition. Ms. ISLAM testified that she makes \$80,000 per year. This
18 Court is assessing significant compensatory damages against her. However, the Court feels
19 that a significant punitive damage is necessary in order to deter others from violating those
20 contracts between the ATLANTIS and its employees. This Court therefore has determined that
21 a punitive damage award of \$20,000, representing one quarter of her annual salary, is an
22 appropriate punishment to Ms. ISLAM.

23 **Attorney Fee Award**

24 39. The Uniform Trade Secrets Act also provides for the award of Attorney's fees in
25 the case of willful and malicious misappropriation.

26 40. Having found in favor of the Plaintiff as the prevailing party against the
27 Defendant ISLAM, under the circumstances of this case, this Court will award attorney's fees
28

1 and litigation costs. Those fees will be awarded after appropriate affidavit of fees and the
2 memorandum of costs are timely submitted.

3 **Injunctive Relief**

4 41. This Court further finds that this is an appropriate matter in which to impose a
5 Permanent Injunction, pursuant to NRS 600A.040, prohibiting ISLAM from any further use of
6 the trade secret information at issue until such time as the information becomes ascertainable
7 by proper means by the public or is otherwise no longer a Trade Secret as defined by NRS
8 600A.030(5). In this regard, ISLAM is Ordered to destroy any and all customer lists obtained
9 from or originating from ATLANTIS, including specifically the spiral notebooks, copies of
10 which have been marked at trial as Exhibits 6, 80 and 81. Further, ISLAM is Ordered to purge
11 from any electronic record or physical records, any and all information (including any
12 information not previously produced by her in the litigation which is subsequently located)
13 which has been identified in this decision as a trade secret, originating from the ATLANTIS.

14 **CONCLUSION**

15 42. Judgment in favor of ATLANTIS against Defendant ISLAM.

16 DATED AND DONE this 26 day of AUGUST, 2013.

17
18 
19 DISTRICT JUDGE

20 Respectfully submitted,

21 LAXALT & NOMURA, LTD

22
23 By:

24 ROBERT A. DOTSON (NSB # 5285)
25 ANGELA M. BADER, ESQ. (NSB #5574)
26 9600 Gateway Dr.
27 Reno, NV 89521
28 T: (775) 322-1170
F: (775) 322-1865

1 **COHEN-JOHNSON, LLC**
H. STAN JOHNSON
2 Nevada Bar No. 00265
sjohnson@cohenjohnson.com
3 **BRIAN A. MORRIS, ESQ.**
Nevada Bar No. 11217
4 bam@cohenjohnson.com
255 E. Warm Springs Road, Suite 100
5 Las Vegas, Nevada 89119
Telephone: (702) 823-3500
6 Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort
7

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
Corporation, d/b/a ATLANTIS CASINO
11 RESORT SPA,

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

12 Plaintiff,

13 vs.

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

15 Defendants.

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AND
JUDGMENT**

16
17 This matter came on for a non-jury trial on July 1, 2013 before the Honorable Patrick
18 Flanagan, District Judge, presiding. The Court having heard the testimony of witnesses, reviewed
19 the exhibits submitted into evidence and having heard the argument of Counsel finds in favor of
20 the Defendant MEI-GSR HOLDINGS, LLC, d/b/a GRAND SIERRA RESORT on all causes of
21 action alleged against it and awards Defendant MEI-GSR HOLDINGS LLC d/b/a GRAND
22 SIERRA RESORT attorneys' fees pursuant to NRS 600A.060 and costs pursuant to NRS 18.110
23 and further makes the following findings of fact and conclusions of law

24 **FINDINGS OF FACTS:**

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

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

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;

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

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

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

25 15. Atlantis filed suit against Ms. Islam and GSR alleging that GSR had tortuously
26 interfered with Atlantis' non-competition agreement, tortuously interfered with a prospective
27 economic advantage belonging to Atlantis and violation of NRS 600A.010 commonly known as
28 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 **PF**
8 ~~subjective~~ ^{that} bad faith is shown by the Plaintiff's knowledge of certain facts as set forth in the
9 findings of facts above; the decision to move forward against GSR and the extent of the litigation
10 against GSR despite a lack of direct evidence against GSR. This is a sufficient basis for an
11 award of attorney fees pursuant to NRS 600.060. Defendants are not required to prove a
12 negative and under the objective specious standard a lack of evidence in the record of
13 misappropriation; in addition to the actions as set forth above; is enough to show that the claim
14 of misappropriation was made in bad faith (*Sasco v. Rosendin Electric Inc.*, 143 Cal. Rptr. 3d
15 828, 207 Cal. App 4th 837 (CA 2012)) and entitles GSR to Attorney's fees and costs in this
16 matter.

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 NRCP 68 and NRS 17.115.

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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CONCLUSION

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

DATED THIS 27 DAY OF SEPTEMBER 2013

Barck 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

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

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

Case No.: CV12-01171

Dept No.: B7

14 Plaintiff,

15 vs.

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

22 Defendants.

23 **NOTICE OF ENTRY OF FINDINGS OF**
24 **FACT AND CONCLUSIONS OF LAW AND ORDER**

25 PLEASE TAKE NOTICE, that a Findings of Fact and Conclusions of Law and Order
26 was entered on August 26, 2013. A copy of said Findings of Fact and Conclusions of Law and
27 Order is attached hereto as Exhibit 1.

28 ///

///

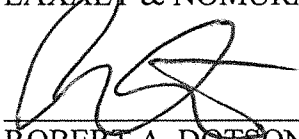
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Affirmation Pursuant to NRS 239B.030

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

Dated this 1 day of October, 2013.

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
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 1st day of October, 2013.

24 
25 L. MORGAN BOGUMIL

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INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Findings of Fact and Conclusions of Law and Order	17

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Joey Orduna Hastings

Clerk of the Court

Transaction # 4034875

EXHIBIT 1

EXHIBIT 1

1 ROBERT A. DOTSON, ESQ.
Nevada State Bar No. 5285
2 rdotson@laxalt-nomura.com
ANGELA M. BADER, ESQ.
3 Nevada State Bar No. 5574
abader@laxalt-nomura.com
4 LAXALT & NOMURA, LTD.
9600 Gateway Drive
5 Reno, Nevada 89521
6 Tel: (775) 322-1170
7 Fax: (775) 322-1865
Attorneys for Plaintiff

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

11 GOLDEN ROAD MOTOR INN, INC., a Nevada
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13 Plaintiff,

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

18 Defendants.
19

20 **~~PROPOSED~~ FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER**

21 This matter came on for a non-jury trial on July 1, 2013 before the Court, Honorable
22 Patrick Flanagan, District Judge, presiding. The Court heard evidence for 9 days and the
23 arguments of counsel on the 10th day of trial. The Court, having carefully considered all of the
24 exhibits in evidence, the testimony of the witnesses, trial statements of the parties, and the
25 arguments of counsel, hereby issues the following Findings of Fact and Conclusions of Law:

26 ///

27 ///

28 ///

1 **Findings of Fact**

2 1. On or about April 15, 2008, ISLAM became an employee of the Golden Road
3 Motor Inn, Inc., dba Atlantis Casino Resort Spa ("ATLANTIS").

4 2. On April 15, 2008, ISLAM executed the ATLANTIS Online System User
5 Agreement ("Online System User Agreement"). Among other terms, the Online System User
6 Agreement prohibits unauthorized downloading or uploading of software and information.

7 3. On April 15, 2008, in conjunction with her employment with ATLANTIS,
8 ISLAM also executed an agreement with ATLANTIS concerning its Business Ethics Policy
9 and Code of Conduct Acknowledgement and Conflicts of Interest Statement. This agreement
10 ("Business Ethics Policy"), was again signed by ISLAM on January 23, 2009, February 26,
11 2010 and January 19, 2011. This policy in section 3.1 identifies confidential information as all
12 nonpublic information regarding the company's operation and business activities and those of
13 its customers and suppliers. Nonpublic means any information that is not officially disclosed
14 through means such a press releases or other forms of publication, where it is not common
15 knowledge. Section 4.4 prohibits the disclosure of inside information to persons outside the
16 company or other persons within the company who are not authorized to receive such
17 information. Pursuant to the terms of the Business Ethics Policy, ISLAM agreed not to disclose
18 confidential information including customer lists or customer information (such as player
19 tracking or club information) to any unauthorized persons, either during or after her
20 termination, and not to take any documents or records belonging to ATLANTIS after her
21 departure. She also agreed not to profit from confidential information of ATLANTIS.
22 ISLAM's agreement to the terms of this contract was a condition of her employment with
23 ATLANTIS.

24 4. On April 15, 2008, in conjunction with commencing her employment with
25 ATLANTIS, ISLAM executed the ATLANTIS Company Policy regarding Company Property,
26 Proprietary Information, and Trade Secrets (hereinafter referred to as "Trade Secret
27 Agreement"). This agreement, including any updates, was again signed by ISLAM on January
28 23, 2009, February 26, 2010 and January 19, 2011. This agreement provides that any improper

1 use or dissemination of ATLANTIS intellectual property is a breach of the policy and may be a
2 violation of state and federal trade secrets laws and also warns that such violation is punishable
3 both civilly and criminally.

4 5. ISLAM was hired to be an Executive Casino Host at ATLANTIS. When she
5 was hired, she was under a contractual obligation to her former employer, Harrah's, which
6 prohibited her from working in a same or similar position within six months after separation
7 from employment at Harrah's. In order to honor this obligation, ATLANTIS placed her in the
8 position of concierge manager. She worked in the hotel side of the operation of the
9 ATLANTIS and not in the gaming side of the operation until the expiration of the six month
10 restriction imposed by her agreement with Harrah's. Thereafter, she was transferred to the
11 gaming operation and began her employment as a host.

12 6. When ISLAM began to work as a host at ATLANTIS, she brought with her
13 what she claimed to be her personal book of trade. ISLAM has identified Exhibits 75 and 80
14 as her book of trade.

15 7. Steve Ringkob, indeed almost every witness, testified that there were certain
16 items that hosts were entitled to take with them from property to property and that a host's
17 book of trade is the host's property and "nothing is wrong with her taking this information
18 wherever she goes." However, he also testified that the player's gaming history and tracking at
19 the ATLANTIS would become proprietary information.

20 8. Although the term "casino host book of trade" has been defined variously, it has
21 generally been defined as those names and contact information of guests with whom the host
22 has developed relationships through their own efforts. Ringkob defined it as those guests with
23 whom the host has developed a relationship and it was not information coming from the casino.

24 9. The evidence is clear that ISLAM intentionally downloaded, by hand copying
25 from the ATLANTIS computer screen, players' names, contact information, level of play,
26 game preferences and other proprietary information from the ATLANTIS Casino's, casino
27 management system, Patron Management Program.

28

1 10. On February 26, 2010, ISLAM signed a Non-Compete/Non-Solicitation
2 Agreement with ATLANTIS ("Non-Compete Agreement"). Pursuant to the terms of the Non-
3 Compete Agreement, ISLAM agreed that she would not, without the prior written consent of
4 ATLANTIS, be employed by, in any way affiliated with, or provide services to any gaming
5 operation located within 150 miles of ATLANTIS for a cooling off period of one year after the
6 date that the employment relationship between she and the ATLANTIS ended.

7 11. During ISLAM'S employment at ATLANTIS, she had access to and worked
8 with highly sensitive trade secrets and proprietary and confidential information of the
9 ATLANTIS. This information included customer and guest lists, customer information and
10 data including player contact information, tracking and club information, guest preferences and
11 gaming tendencies of the guests. This information included not just the information for guests
12 assigned to her, but also information for guests assigned to other hosts.

13 12. Before and during ISLAM'S employment, ATLANTIS undertook significant
14 precautions to maintain the secrecy of its confidential information. These efforts included
15 disabling USB ports in the computers at ATLANTIS, not providing or allowing printers, and
16 monitoring all emails that are sent to recipients off property.

17 13. Despite the precautions taken to protect ATLANTIS' confidential trade secret
18 information, during her employment at ATLANTIS ISLAM copied guest information by hand
19 from the screen of the ATLANTIS computer onto spiral note pads. Ms. ISLAM, in her
20 handwritten notes in spiral notebooks, which she identified as hers, copied players' names,
21 contact information and also the designation of whether or not they played table games or slots.
22 The information copied had the notation of the guests' marker information, for purposes of
23 knowing what their credit limit was. Some notations included information regarding previous
24 gaming results and losses incurred by that player. This is information Ms. ISLAM testified that
25 she wrote down from the ATLANTIS computer. A copy of some of those spirals is found in
26 Exhibit 80.

27 14. Ms. ISLAM testified that in the fall of 2011, she was becoming dissatisfied with
28 her employment at the ATLANTIS. She testified that she had not been given a raise, that she

1 had only been given one bonus and not the quarterly bonuses that she states were promised to
2 her, she felt isolated in her interpersonal relationships with other employees at the ATLANTIS
3 and she had come to a point in her career where she believed that if she was ever going to make
4 more money, she would have to seek employment elsewhere.

5 15. The evidence is that on or around October, Ms. ISLAM learned from Ms.
6 Antonetti that the Grand Sierra Resort ("GSR") was hiring new employees. Through an online
7 application, ISLAM applied for and interviewed with the GSR to obtain a position as a host.

8 16. At about that time, Ms. ISLAM asked Mr. DeCarlo for a copy of her Non-
9 Compete Agreement with the ATLANTIS.

10 17. Sometime in December and January, two interviews took place. The first was
11 with Ms. Hadley, at the GSR. Ms. Hadley testified that she was impressed with Ms. ISLAM.
12 She testified she did not ask for ISLAM's book of business at that time.

13 18. A second interview was arranged between ISLAM and Hadley and Flaherty of
14 the GSR. At that time, a more in-depth discussion took place relative to Ms. ISLAM's book of
15 business. Mr. Flaherty testified and it's confirmed by the transcript of a subsequent interview
16 that he told Ms. ISLAM not to bring anything from the ATLANTIS to the GSR, to bring
17 nothing, but herself and her relationships.

18 19. During the course of the interview process, ISLAM and representatives of GSR
19 discussed the fact that ISLAM was subject to an agreement restricting her employment with a
20 competitor of ATLANTIS and ISLAM provided GSR with a copy of the Non-Compete
21 Agreement. This conduct is consistent with ISLAM's testimony of her behavior when applying
22 for the position with the ATLANTIS. She testified that she provided a copy of the Harrah's
23 Non-Compete to the ATLANTIS prior to their offering of employment to her.

24 20. The testimony is that GSR then passed the ATLANTIS Non-Compete
25 Agreement to its legal counsel. Legal counsel apparently reviewed that and gave the green
26 light to hire Ms. ISLAM.

27
28

1 21. Ms. ISLAM was concerned that ATLANTIS would initiate litigation against her
2 and sought assurances that GSR would provide legal representation to her should there be
3 litigation over the Non-Compete. GSR agreed.

4 22. ISLAM terminated her employment as an Executive Casino Host with the
5 ATLANTIS on January 19, 2012 and accepted an offer with GSR as an Executive Casino Host
6 on the same day.

7 23. ISLAM began work at GSR at the end of January, 2012.

8 24. The ATLANTIS alleges that soon after ISLAM terminated her employment,
9 ATLANTIS employees discovered that ISLAM had falsely modified, destroyed, falsely
10 changed and/or sabotaged confidential, proprietary, trade secret information of ATLANTIS,
11 including customer data belonging to the ATLANTIS on its online system to her benefit and
12 the benefit of GSR and to the detriment of ATLANTIS.

13 25. The evidence adduced in this matter by Ms. ISLAM herself and other witnesses
14 of the Plaintiff is that Ms. ISLAM did change the addresses, telephone number and/or the email
15 addresses of guests that had been coded to her in the ATLANTIS' casino customer or guest
16 database.

17 26. The evidence shows that shortly after Ms. ISLAM left the employ of the
18 ATLANTIS, the guests who had been assigned to her at the ATLANTIS were distributed
19 amongst the remaining ATLANTIS hosts who attempted to contact those guests to maintain
20 and establish a continued relationship with the ATLANTIS. Shortly thereafter, those hosts
21 reported difficulty, indeed inability to contact the guests. It quickly became apparent that the
22 contact information had been sabotaged. ATLANTIS staff testified that they restored old
23 copies of the Patron Management data to a location in the computer system where the auditors
24 could access the information and the information was restored to the Patron Management
25 Program, the guest marketing database, in a relatively short period of time.

26 27. Additionally, the evidence showed that none of the information was changed in
27 the LMS database, which is the database known as the Lodging Management System that
28 controls the hotel operations.

1 28. ISLAM testified that she did not show either Ms. Hadley or Mr. Flaherty the
2 spiral notebooks which contained the information she had wrongfully taken from the
3 ATLANTIS' database. Nevertheless, after her employment by the GSR began, Ms. ISLAM
4 began to input that information, the information taken from the ATLANTIS and contained on
5 the spiral notebooks, into the GSR database.

6 29. The testimony from the GSR representatives is that the database fields accessed
7 and completed by ISLAM are limited. They restrict the information that a host could input to
8 name, address, telephone number and contact information. There are no fields for a host to
9 themselves input information regarding a player's gaming history, level of play or preference of
10 game.

11 30. Both Ms. Hadley and Mr. Flaherty testified they never saw the spiral notebooks
12 containing the information ISLAM had wrongfully taken from the ATLANTIS' database.

13 31. After the database sabotage was discovered by the ATLANTIS, ATLANTIS'
14 general counsel, Debra Robinson, wrote a letter to GSR advising them that Ms. ISLAM was
15 subject to a Non-Compete, Non-Disclosure Agreement and that she may have confidential
16 information and ATLANTIS demanded the GSR cease and desist from the use of that
17 information and return it forthwith.

18 32. In response to the cease and desist letter from ATLANTIS to the GSR and Ms.
19 ISLAM relating to the ATLANTIS' concerns about ISLAM's employment, the counsel for the
20 GSR sent a letter rejecting the assertions of the ATLANTIS and essentially maintaining that
21 there was nothing confidential or proprietary that had been acquired by GSR and that all
22 information provided by Ms. ISLAM came from her own personal relationships and her book
23 of business.

24 33. The ATLANTIS reasonably initiated litigation.

25 34. On April 27, 2012, ATLANTIS filed its Complaint for relief with seven causes
26 of action.

27 35. On May 9, 2012, this Court, through its sister Department, entered a Temporary
28 Restraining Order barring Ms. ISLAM from any employment with GSR. That Order was

1 extended by Order of this Court dated July 5, 2012 which also applied to GSR. Thereafter, the
2 parties stipulated to a Preliminary Injunction ending this case pending the case's resolution.

3 36. To the extent appropriate and to give intent to this order, any finding of fact
4 should be found to be a conclusion of law. Similarly, to the extent appropriate any conclusion
5 of law shall be deemed a finding of fact.

6 CONCLUSIONS OF LAW

7 Breach of Contract – Online Systems User Agreement, Business Ethics Policy, Trade 8 Secrets Agreement as to ISLAM

9 1. The elements for establishing a breach of contract claim are: (1) A valid and
10 existing contract was entered into between Plaintiff and Defendant; (2) Plaintiff performed or
11 was excused from performance of the contract; (3) Defendant breached; and (4) Plaintiff
12 sustained damages as a result of the breach. *Reichert vs. General Insurance Co. of Amer.*, 68
13 Cal. 2d 822, 69 Cal. Rptr. 321, 442 P.2d 377 (1968); *Marwan Ahmed Harara vs. Conoco*
14 *Phillips Co.*, 375 F. Supp. 2d 905, 906 (9th Cir. 2005).

15 2. In order to succeed on a breach of contract claim in Nevada, a plaintiff must
16 show “(1) the existence of a valid contract, (2) a breach by the defendant, and (3) damage as a
17 result of the breach.” *Saini v. Int'l Game Tech.*, 434 F. Supp. 2d 913, 919-920 (D. Nev. 2006),
18 citing *Richardson v. Jones*, 1 Nev. 405, 405 (1865).

19 3. In its first cause of action the Plaintiff alleges the violation of three contracts.
20 These are the Online User Agreement, the Business Ethics Policy, and the Trade Secrets
21 Agreement. These agreements were signed by Defendant ISLAM and a representative of
22 Plaintiff, ATLANTIS. This Court finds that these are valid contracts. The Court further finds
23 that the Defendant ISLAM breached these contracts.

24 4. Based upon the fact that ISLAM downloaded players' names, contact
25 information, level of play, game preferences and other proprietary information from the
26 ATLANTIS Casino's, casino management system, Patron Management Program, the Court
27 finds that she has breached these contracts and that the ATLANTIS has suffered damages as a
28

1 result of the breach. Consequently, the Court finds in favor of the Plaintiff and against
2 Defendant Sumona ISLAM on the first cause of action.

3 5. The Court finds that damages should be awarded in favor of ATLANTIS and
4 against ISLAM on this claim. These are made up of compensatory damages of \$10,941 plus an
5 additional \$2,119 to repair the database, totaling \$13,060.

6 **Breach of Contract—Non-Compete Agreement as to ISLAM**

7 6. The Non-compete/Non-solicitation Agreement was signed by ISLAM and a
8 representative of ATLANTIS in 2010. The law presumes that all parties have the freedom to
9 contract and establish the terms of employment between themselves. However, restrictive
10 covenants are not favored in the law. The determination of the validity of such a contract as
11 written is governed by whether or not it imposes upon the employee any greater restraint than
12 is reasonably necessary to protect the business and the goodwill of the employer.

13 7. A restraint of trade is unreasonable if it is greater than that required to protect
14 the person for whose benefit the restraint is imposed or imposes an undue hardship on the
15 person restricted. *Hansen v. Edwards*, 83 Nev. 189, 426 P.2d 792 (1967). *See also, Jones v.*
16 *Deeter*, 112 Nev. 291, 294, 913 P.2d 1272, 1274 (1996).

17 8. The public has an interest in seeing that competition is not unreasonably limited
18 or restricted.

19 9. In the instant matter, this Court finds that the term restricting employment for a
20 period of one year is reasonable and necessary to protect the interests of the ATLANTIS.

21 10. This Court finds that the term restricting employment within 150 miles from
22 ATLANTIS is reasonable. It encompasses the markets of Sacramento and the evidence
23 supports the threat that Thunder Valley and indeed other Northern California casinos pose to
24 the casinos of Northern Nevada.

25 11. The Court finds, however, that the total exclusion from employment with a
26 competitor is unreasonable. This Court finds that excluding the employment of an individual
27 such as Ms. ISLAM, who has attempted to create a career in this industry from any role in any
28 casino in any capacity is an unreasonable restraint on her and it imposes an undue hardship on

1 Ms. ISLAM and it is a restraint that is greater than that required for the protection of the person
2 for whose benefit the restraint is imposed, the ATLANTIS. Therefore, the Court finds the
3 Non-Competition contract unenforceable and dismisses the second cause of action related to
4 breach of that contract.

5 **Conversion of Property as to ISLAM**

6 12. The elements of conversion are that a defendant exercises an act of dominion
7 wrongfully exerted over the personal property of another in denial of or inconsistent with title
8 rights therein, or in derogation, exclusion or defiance of such rights. *M.C. Multi Family*
9 *Development, L.L.C. v. Crestdale Associates Ltd.*, 124 Nev. 901, 910, 196 P.3d 536 (2008)
10 *citing Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 606, 5 P.3d 1043, 1048 (2000).

11 13. The caselaw here states that conversion generally is limited to those severe,
12 major and important interferences with the right to control personal property that justified
13 requiring the actor to pay the property's full value. Courts have noted that this remedy in
14 general is harsh and is reserved for the most severe interferences with personal property.
15

16 14. The Court finds that the evidence adduced shows that the interference with the
17 property of the ATLANTIS was not severe, that the information, although altered, was not lost
18 and was easily restored. One measure of that is the fact that the damages sought for the
19 restoration expense is de minimus in light of the value of not only Ms. ISLAM's book of trade,
20 which she estimated at \$3.5 to \$4 million, but the operation of the ATLANTIS itself.
21 Therefore, this Court finds that the Plaintiff has failed to establish the elements of conversion
22 and the third cause of action is therefore dismissed.
23
24

25 **Tortious Interference with Contractual Relations and Prospective Economic Advantage as**
26 **to ISLAM**

27 15. To establish intentional interference with contractual relations, ATLANTIS
28 must show: (1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3)
intentional acts intended or designed to disrupt the contractual relationship; (4) actual

1 disruption of the contract; and (5) resulting damage. *Sutherland v. Gross*, 105 Nev. 192, 772
2 P.2d 1287, 1290 (1989).

3 16. The elements of the tort of wrongful interference with a prospective economic
4 advantage are: (1) a prospective contractual relationship between the plaintiff and a third
5 party; (2) the defendant's knowledge of this prospective relationship; (3) the intent to harm the
6 plaintiff by preventing the relationship; (4) the absence of a privilege or justification by the
7 defendant; and, (5) actual harm to the plaintiff as a result of the defendant's conduct. *Leavitt v.*
8 *Leisure Sports, Inc.*, 103 Nev. 81, 88, 734 P.2d 1221, 1225 (1987); *Las Vegas-Tonopah-Reno*
9 *Stage v. Gray Line*, 106 Nev. 283, 792 P.2d 386, 388 (1990).

10 17. Based upon the Nevada Supreme Court's decision in *Frantz v. Johnson*, 116
11 Nev. 455, 999 P.2d 351(2000), this Court is directed to look to the specific evidence adduced at
12 trial to determine whether or not the acts of a defendant are more appropriately adjudicated
13 under the Uniform Trade Secrets Act than under a claim for tortious interference with contract
14 or prospective economic advantage. In an examination of the facts here, this Court has
15 determined that the facts adduced in this trial make it more appropriate that the claim against
16 Sumona ISLAM be adjudicated under the Uniform Trade Secrets Act.

17 **Violation of Uniform Trade Secret Act, NRS 600A.010 et. seq. as to ISLAM and GSR**

18 18. To establish a misappropriation claim under NRS § 600A.010 *et. seq.*, the
19 plaintiff must show: (1) a valuable trade secret; (2) misappropriation¹ of the trade secret
20

21 ¹ "Misappropriation" per NRS 600A.030(2) means:

- 22 (a) Acquisition of the trade secret of another by a person by improper means;
23 (b) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was
acquired by improper means; or
24 (c) Disclosure or use of a trade secret of another without express or implied consent by a person who:
25 (1) Used improper means to acquire knowledge of the trade secret;
26 (2) At the time of disclosure or use, knew or had reason to know that his or her knowledge of the trade
secret was:
(I) Derived from or through a person who had used improper means to acquire it;
(II) Acquired under circumstances giving rise to a duty to maintain its secrecy or limits its
27 use; or
(III) Derived from or through a person who owed a duty to the person seeking relief to
maintain its secrecy or limit its use; or
28 (3) Before a material change of his or her position, knew or had reason to know that it was a trade secret
and that knowledge of it had been acquired by accident or mistake.

1 through use, disclosure, or nondisclosure of the use of the trade secret; and (3) the requirement
2 that the misappropriation be wrongful because it was made in breach of an express or implied
3 contract or by a party with a duty not to disclose. *Frantz v. Johnson*, 116 Nev. 455, 466, 999
4 P.2d 351, 358 (2000).

5 19. A trade secret is information that derives independent economic value, actual or
6 potential, from not being generally known to and not being readily ascertainable by proper
7 means by the public, as well as information that is subject to efforts that are reasonable under
8 the circumstances to maintain its secrecy. NRS 600A.040.

9 20. The determination of what is a trade secret is a question of fact for the trier of
10 fact. *Frantz*, 116 Nev. at 466, 999 P.2d at 358. The caselaw indicates that contractual
11 restrictions alone or designations alone do not control whether or not a particular design,
12 compilation, or mechanism is a trade secret. To determine whether or not an item is a trade
13 secret, the Court considers these factors. First, the extent to which the information is known
14 outside the business and the ease or difficulty with which the information could be properly
15 acquired by others. Second, whether the information was confidential or secret. Third, the
16 extent and manner in which the employer guarded the secrecy of the information. Fourth, the
17 former employee's knowledge of the customer's buying habits and other customer data and
18 whether this information is known by the employer's competitors.

19 21. There was a consensus amongst all the witnesses that in the case of a customer
20 with whom a host has established a relationship, that customer's name, address, contact
21 information is not a trade secret. All of the witnesses here have identified certain items that
22 they consider trade secrets in the gaming industry and these are well-qualified witnesses who
23 have spent decades in this industry. Those items have been identified as, (1) player tracking
24 records; (2) other hosts' customers; (3) initial buy-ins; (4) level of play; (5) whether the player
25 plays table games or slots; (6) time of play; (7) customers' personal information that is personal
26 to them, such as a Social Security number; (8) customers' casino credit; (9) customer's location,
27 whether they are an international, regional or local player; (10) marketing strategy; (11)
28 customers' birth date, which one witness testified was critical for credit accounts; (12) tier

1 levels, which is different than player ratings, they are more specific in terms of measurement;
2 (13) comp information for the player; (14) players' history of play; (15) players' demographics;
3 (16) players' financial information; (17) the company's financial information; (18) the
4 company's marketing strategy; (19) other employees' information and customer information.
5 The Court does not by this list deem this list to be exclusive. There may be other instances and
6 other items that are properly designated as trade secrets, however, this was the evidence
7 adduced in this trial.

8 22. This Court finds that this information is not known outside of the business of the
9 ATLANTIS. Indeed, the previous 19 items are not easy to learn, in fact, it is difficult to
10 acquire this information properly.

11 23. This Court further finds that there is no question that this information was
12 confidential within the ATLANTIS and that has been demonstrated amply by the extent and
13 manner in which the ATLANTIS took steps to guard the secrecy of this information.
14 Specifically, Mr. Woods testified that there were no printers and that the USB ports on the
15 computers were restricted, that the hosts had no ability to print or download guest lists. He
16 further explained that security access was determined by the job designation. There was
17 testimony that the passwords for this access were changed frequently and therefore it has been
18 established beyond any reasonable doubt that the ATLANTIS considered all of this
19 information a trade secret and this Court does so find.

20 24. This Court finds that the information written down in the spiral notebooks
21 which Ms. ISLAM identified as hers was taken from the ATLANTIS' computer and is not
22 information open to the public.

23 25. This Court finds that Ms. ISLAM has violated not only the terms and conditions
24 of her contract, but also has committed a violation of the Uniform Trade Secrets Act.

25 26. This Court finds that Damages are appropriately awarded against ISLAM for
26 violation of the Uniform Trade Secrets Act and awards damages totaling \$10,814.

27 ///

28 ///

1 **Declaratory Relief**

2 27. The sixth cause of action filed by the Plaintiff is a request for declaratory relief.
3 The Courts grants and denies this claim as follows.

4 28. This Court finds that the Online System User Agreement is a valid contract.
5 This Court finds that the Business Ethics Policy and Code of Conduct Agreement is a valid
6 contract. This Court finds that the Trade Secrets Agreement is a valid contract. This Court
7 finds that the Non-compete Agreement is overbroad and unenforceable. This Court also finds
8 that those contracts have been breached.

9 29. This Court finds that the Defendant has violated the Uniform Trade Secrets Act
10 and that the Plaintiff has suffered damages.

11 **Proof of Damages**

12 30. There are two distinct damage models proffered in this case. One is based on
13 theoretical win based upon a customer lifetime value analysis proffered by the Plaintiff. The
14 other is a damage analysis based on actual win - loss proffered by the Defendants in this case.

15 31. This Court has examined all of the exhibits in support of both models. This
16 Court has listened to the testimony of Brandon McNeely, who testified on behalf of the
17 Plaintiff in support of a valuation based upon theoretical wins. This Court finds that the
18 customer lifetime value analysis is a solid one and is supported by scholarly research and
19 empirical data.

20 32. This Court has also considered Mr. Aguero's testimony and reviewed his expert
21 report, which is Exhibit 32. The Court has also reviewed Brandon McNeely's reports and the
22 Exhibits included within Exhibit 59, A, B, C, D and E.

23 33. The Court has also considered the testimony of Mr. Frank DeCarlo when he
24 testified about the mitigation marketing costs, and Lilia Santos, who testified to the loss of
25 guests of the ATLANTIS to the GSR.

26 34. Having considered both models, this Court feels the more appropriate model in
27 this particular case is the actual win-loss model. That model is based upon the data provided by
28

1 both parties, the hard data and an analysis that is well reasoned and supported not only by the
2 evidence, but scholarly review.

3 35. Therefore, the compensatory damages as to Defendant ISLAM, as previously
4 described will be on the first count for breach of contract, \$10,941 plus an additional \$2,119.
5 As to the violation of the Uniform Trade Secret Act, judgment will be in favor of Plaintiff,
6 against Defendant ISLAM in the amount of \$10,814.

7 **Punitive Damages**

8 36. The Plaintiff has requested punitive damages be awarded in this case and this
9 Court finds that punitive damages are warranted here.

10 37. Ms. ISLAM testified that her actions were malicious, as they were intended to
11 hurt the ATLANTIS. Despite whatever reason she may have felt justified her actions, her
12 actions were unjustified, they were willful, they were malicious, and they were intentional.

13 38. Punitive damages have a two-pronged effect. One is to punish the transgressor
14 and the other is to serve as an example to deter others similarly situated from engaging in the
15 same conduct. Therefore, there are several factors to be taken into consideration, including the
16 willfulness of the conduct, the public interest that is at stake, and not the least of which is the
17 Defendant's financial condition. Ms. ISLAM testified that she makes \$80,000 per year. This
18 Court is assessing significant compensatory damages against her. However, the Court feels
19 that a significant punitive damage is necessary in order to deter others from violating those
20 contracts between the ATLANTIS and its employees. This Court therefore has determined that
21 a punitive damage award of \$20,000, representing one quarter of her annual salary, is an
22 appropriate punishment to Ms. ISLAM.

23 **Attorney Fee Award**

24 39. The Uniform Trade Secrets Act also provides for the award of Attorney's fees in
25 the case of willful and malicious misappropriation.

26 40. Having found in favor of the Plaintiff as the prevailing party against the
27 Defendant ISLAM, under the circumstances of this case, this Court will award attorney's fees
28

1 and litigation costs. Those fees will be awarded after appropriate affidavit of fees and the
2 memorandum of costs are timely submitted.

3 **Injunctive Relief**

4 41. This Court further finds that this is an appropriate matter in which to impose a
5 Permanent Injunction, pursuant to NRS 600A.040, prohibiting ISLAM from any further use of
6 the trade secret information at issue until such time as the information becomes ascertainable
7 by proper means by the public or is otherwise no longer a Trade Secret as defined by NRS
8 600A.030(5). In this regard, ISLAM is Ordered to destroy any and all customer lists obtained
9 from or originating from ATLANTIS, including specifically the spiral notebooks, copies of
10 which have been marked at trial as Exhibits 6, 80 and 81. Further, ISLAM is Ordered to purge
11 from any electronic record or physical records, any and all information (including any
12 information not previously produced by her in the litigation which is subsequently located)
13 which has been identified in this decision as a trade secret, originating from the ATLANTIS.

14 **CONCLUSION**

15
16 42. Judgment in favor of ATLANTIS against Defendant ISLAM.

17 DATED AND DONE this 26 day of AUGUST, 2013.

18 
19 DISTRICT JUDGE

20 Respectfully submitted,
21 LAXALT & NOMURA, LTD

22
23 By: _____
24 ROBERT A. DOTSON (NSB # 5285)
25 ANGELA M. BADER, ESQ. (NSB #5574)
26 9600 Gateway Dr.
27 Reno, NV 89521
28 T: (775) 322-1170
F: (775) 322-1865

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

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

Case No.: CV12-01171

Dept No.: B7

14 Plaintiff,

15 vs.

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

22 Defendants.

23 **NOTICE OF ENTRY OF FINDINGS OF**
24 **FACT AND CONCLUSIONS OF LAW AND JUDGMENT**

25 PLEASE TAKE NOTICE, that a Findings of Fact and Conclusions of Law and Judgment
26 was entered on September 27, 2013. A copy of said Findings of Fact and Conclusions of Law
27 and Judgment is attached hereto as Exhibit 1.

28 ///

///

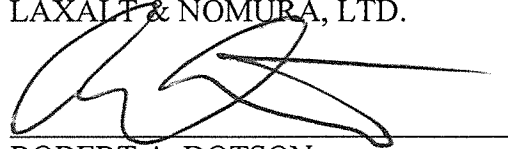
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Affirmation Pursuant to NRS 239B.030

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

Dated this 1 day of October, 2013.

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

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

29 scohen@cohenjohnson.com
30 sjohnson@cohenjohnson.com
31 tkinnally@cohenjohnson.com

32 DATED this 1st day of October, 2013.

33 
34 L. MORGAN BOGUMIL

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INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGES
1	Findings of Fact and Conclusions of Law and Judgment	8

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Joey Orduna Hastings
Clerk of the Court
Transaction # 4034881

EXHIBIT 1

EXHIBIT 1

1 **COHEN-JOHNSON, LLC**
2 H. STAN JOHNSON
3 Nevada Bar No. 00265
4 sjohnson@cohenjohnson.com
5 BRIAN A. MORRIS, ESQ.
6 Nevada Bar No. 11217
7 bam@cohenjohnson.com
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

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

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW AND
JUDGMENT**

24 This matter came on for a non-jury trial on July 1, 2013 before the Honorable Patrick
25 Flanagan, District Judge, presiding. The Court having heard the testimony of witnesses, reviewed
26 the exhibits submitted into evidence and having heard the argument of Counsel finds in favor of
27 the Defendant MEI-GSR HOLDINGS, LLC, d/b/a GRAND SIERRA RESORT on all causes of
28 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

FINDINGS OF FACTS:

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

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;

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

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

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

25 15. Atlantis filed suit against Ms. Islam and GSR alleging that GSR had tortuously
26 interfered with Atlantis' non-competition agreement, tortuously interfered with a prospective
27 economic advantage belonging to Atlantis and violation of NRS 600A.010 commonly known as
28 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~~ ^{PF}
8 ~~subjective~~ ^{that} bad faith is shown by the Plaintiff's knowledge of certain facts as set forth in the
9 findings of facts above; the decision to move forward against GSR and the extent of the litigation
10 against GSR despite a lack of direct evidence against GSR. This is a sufficient basis for an
11 award of attorney fees pursuant to NRS 600.060. Defendants are not required to prove a
12 negative and under the objective specious standard a lack of evidence in the record of
13 misappropriation; in addition to the actions as set forth above; is enough to show that the claim
14 of misappropriation was made in bad faith (*Sasco v. Rosendin Electric Inc.*, 143 Cal. Rptr. 3d
15 828, 207 Cal. App 4th 837 (CA 2012)) and entitles GSR to Attorney's fees and costs in this
16 matter.

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 NRCP 68 and NRS 17.115.

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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CONCLUSION

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

DATED THIS 27 DAY OF SEPTEMBER 2013

Barck 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

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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*

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.

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

DATED this 14 day of March, 2014.

Patrick Flanagan
Patrick Flanagan
DISTRICT COURT JUDGE

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, Suite100
9 Las Vegas, Nevada 89119
10 Telephone: (702) 823-3500
11 Facsimile: (702) 823-3400
12 Attorneys for Grand Sierra Resort

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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.

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

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

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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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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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

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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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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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27 Applying these principles to NRCP 68 and NRS 17.115, the court's focus is
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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,
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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
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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
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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
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
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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.

4 The satisfaction of the four-part analysis of *Brunzell* does not automatically
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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-
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.

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

DATED this 14 day of March, 2014.

Patrick Flanagan
Patrick Flanagan
DISTRICT COURT JUDGE

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

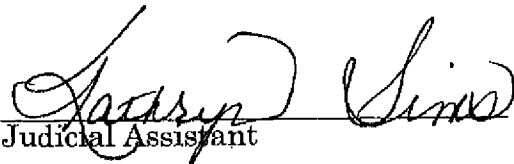
10 H. Johnson, Esq. for GSR Enterprises

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, Suite100
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.

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

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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Robert A. Dotson, Esq.
rdotson@laxalt-nomura.com
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9600 Gateway Drive
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IT IS FURTHER ORDERED that Grand Sierra Resort submit a redacted copy of its billing statements to Plaintiff within fifteen (15) days of entry of this Order.

DATED this 14 day of March, 2014.

Patrick Flanagan
Patrick Flanagan
DISTRICT COURT JUDGE

1 **CERTIFICATE OF SERVICE**

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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

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9 Mark Wray, Esq. for Sumona Islam; and

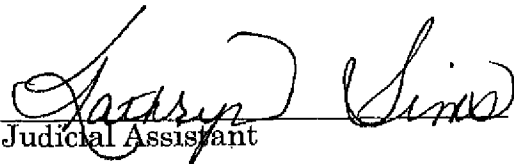
10 H. Johnson, Esq. for GSR Enterprises

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 **Code 1350**

2
3
4 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
5 **IN AND FOR THE COUNTY OF WASHOE**

6 **GOLDEN ROAD MOTOR INN, INC., a**
7 **Nevada corporation, dba ATLANTIS CASINO**
8 **RESORT SPA,**

Case No. CV12-01171

9 **Plaintiff,**

Dept. No. 7

10 **vs.**

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

16 **Defendants.**

17 **CERTIFICATE OF CLERK AND TRANSMITTAL – AMENDED NOTICE OF APPEAL**

18 I certify that I am an employee of the Second Judicial District Court of the State of
19 Nevada, County of Washoe; that on the 24th day of April, 2014, I deposited in the Washoe
20 County mailing system for postage and mailing in the United States Postal Service in
21 Reno, Nevada, a copy of the Amended Notice of Appeal documents addressed to the
22 Nevada Supreme Court 201 S. Carson Street, Suite 201, Carson City, Nevada 89701.

23 I further certify that the transmitted record is a true and correct copy of the original
24 pleadings on file with the Second Judicial District Court.

25 Dated this 24th day of April, 2014.

26 **JOEY ORDUNA HASTINGS**
27 **CLERK OF THE COURT**

28 By /s/Annie Smith
Annie Smith
Deputy Clerk