EXHIBIT "1"

EXHIBIT "1"

FILED
Electronically
05-07-2012:12:32:26 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 2934084

1090
ROBERT A. DOTSON, ESQ.
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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, d/b/a ATLANTIS CASINO RESORT SPA Plaintiff, vs. SUMONA ISLAM, an individual; NAV-RENO-GS, LLC, a Nevada limited liability company, d/b/a GRAND SIERRA RESORT; ABC CORPORATIONS; XYZ PARTNERSHIPS; AND JOHN DOES I through X, inclusive. Defendants.	Case No.: CV12-01171 Dept No.: B6

AMENDED VERIFIED COMPLAINT FOR DAMAGES
Business Court Requested

Plaintiff GOLDEN ROAD MOTOR INN, INC. d/b/a ATLANTIS CASINO RESORT SPA ("PLAINTIFF" or "ATLANTIS"), by and through its counsel of record, Laxalt & Nomura, Ltd., amends its Verified Complaint For Damages filed with this Court on April 27, 2012 and alleges the following complaint against Defendants SUMONA ISLAM ("ISLAM") and NAV-RENO-GS, LLC d/b/a GRAND SIERRA RESORT ("GSR"), as follows:

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I.

PARTIES AND JURISDICTION

1. GOLDEN ROAD MOTOR INN, INC. is a Nevada domestic corporation with its principal place of business in the State of Nevada.

2. ISLAM is a resident of Washoe County, Nevada.

3. GSR is a Nevada limited liability company with its principal place of business in the State of Nevada.

4. Plaintiff does not know the true names and capacities or involvement, whether individual, corporate or otherwise, of the Defendants named herein as ABC CORPORATIONS, XYZ PARTNERSHIPS, and JOHN DOES I through X, inclusive. Plaintiff is informed and believes, and upon such information and belief alleges that each of the Defendants designated herein as ABC CORPORATIONS, XYZ PARTNERSHIPS, and/or DOE is negligently or otherwise legally responsible in some manner for the events and happenings referred to herein, and that each negligently or otherwise caused injury or damages proximately suffered by the Plaintiff, as more particularly alleged herein. Plaintiff is informed and believes, and upon such information and belief alleges that ABC CORPORATIONS or LLC's, XYZ PARTNERSHIPS, and/or DOE engaged in the operation of gaming and the hosting of gaming clients at the premises commonly known as the Grand Sierra Resort/GSR. Plaintiff prays leave to amend this Complaint to show their true names and capacities when the same have been finally determined.

5. The actions of the Defendants and their employees and/or agents, whether or not within the scope of their agency, were ratified by the other remaining individual, corporate or partnership Defendants.

6. This Court has subject matter jurisdiction over ATLANTIS' Amended Complaint due to the venue clause contained in the agreement between ATLANTIS and ISLAM regarding company property, proprietary information, and trade secrets and because the allegations complained of below occurred in Washoe County.

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II.

GENERAL ALLEGATIONS

7. ATLANTIS hired ISLAM on or about April 16, 2008 as a Concierge Manager.

8. On April 15, 2008, prior to commencing her employment with ATLANTIS, ISLAM executed the ATLANTIS Online System User Agreement ("Online System User Agreement").

9. On April 15, 2008, prior to commencing her employment with ATLANTIS, ISLAM also executed an agreement with the ATLANTIS concerning its Business Ethics Policy and Code of Conduct Acknowledgement and Conflicts of Interest Statement. This agreement ("Business Ethics Policy and Code of Conduct Agreement"), including any updates, was again signed by ISLAM on January 23, 2009, February 26, 2010 and January 19, 2011.

10. On April 15, 2008, prior to commencing her employment with ATLANTIS, ISLAM also executed the ATLANTIS Company Policy regarding Company Property, Proprietary Information, and Trade Secrets (hereinafter referred to as "Trade Secret Agreement"). This agreement, including any updates, was again signed by ISLAM on January 23, 2009, February 26, 2010 and January 19, 2011.

11. On February 26, 2010, ISLAM signed a Non-Compete/Non-Solicitation Agreement with the ATLANTIS ("Non-Compete Agreement").

12. ISLAM terminated her employment as an Executive Casino Host with the ATLANTIS on January 19, 2012.

13. Throughout ISLAM's employment at ATLANTIS she had access to and worked with highly sensitive trade secrets and proprietary and confidential information of the ATLANTIS, both online and offline, including but not limited to customer lists or customer information or data (such as player tracking or club information), related to matters of ATLANTIS' business.

14. In or about March, 2012, ATLANTIS began receiving complaints, and continues to receive complaints, from its established guests that ISLAM contacted them on behalf of GSR and extended offers for them to play at GSR.

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15. In or about March, 2012, ATLANTIS discovered that ISLAM had modified, destroyed, changed or sabotaged confidential, proprietary, trade secret information of ATLANTIS, including but not limited to customer data belonging to the ATLANTIS on its online system.

16. On April 6, 2012, ATLANTIS issued cease and desist letters to ISLAM and GSR with respect to their use and potential use of the confidential, proprietary and trade secret information of the ATLANTIS. ATLANTIS received a response on April 18, 2012 from counsel for GSR and ISLAM wherein all allegations against ISLAM and GSR were denied.

III.

FIRST CLAIM FOR RELIEF

(Breach of Contract— Confidentiality Agreement as to Islam)

17. ATLANTIS repeats, realleges and incorporates herein each and every allegation set forth in paragraphs 1-16 of its Amended Complaint, as well as each and every allegation contained in every other Claim for Relief, as if fully set forth herein.

18. Pursuant to the terms of the Online System User Agreement, ISLAM, among other things, agreed that all information on ATLANTIS' online system, including but not limited to communications created, sent and received using ATLANTIS' online systems was the property of ATLANTIS, and agreed to maintain confidentiality of the proprietary information / trade secrets of the ATLANTIS including but not limited to guests or perspective guests of the ATLANTIS.

19. Pursuant to the terms of the Business Ethics Policy and Code of Conduct Agreement, ISLAM agreed not to disclose confidential information including customer lists or customer information (such as player tracking or club information) to any unauthorized persons, either during or after her termination and not to take any documents or records belonging to ATLANTIS after her departure. She also agreed not to profit from confidential information of the ATLANTIS.

20. Pursuant to the terms of the Trade Secret Agreement, ISLAM agreed, among other things, that all ATLANTIS property including intellectual property such as hotel or casino

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customer/guest lists with facts about those customers' preferences, histories and other personal or business information, was to remain with the ATLANTIS both during and after her term of employment. ISLAM also agreed that any knowledge of ATLANTIS' intellectual property had by her must not be used or disseminated to any other person or entity for any purpose. Finally, ISLAM also agreed not to use or disseminate any ATLANTIS property, tangible, intellectual or otherwise, in any way that may potentially benefit any person or entity other than ATLANTIS.

21. ISLAM breached the above agreements with the ATLANTIS both during and after her employment by taking confidential information and intellectual property owned by the Atlantis and using it to her advantage and the advantage of GSR, her subsequent employer, and to the detriment of ATLANTIS.

22. As a direct, proximate and foreseeable result of ISLAM's breaches of confidentiality, ATLANTIS has suffered general and special damages in an amount in excess of Ten Thousand Dollars ($10,000).

23. ATLANTIS has been required to retain the services of an attorney to prosecute its claim against ISLAM and is entitled to reasonable attorney's fees and costs of suit incurred herein.

24. Wherefore, Plaintiff pleads for judgment against Defendants, and each of them, as more fully set forth below.

IV.

SECOND CLAIM FOR RELIEF

(Breach of Contract— Non-Compete Agreement as to Islam)

25. ATLANTIS repeats, realleges and incorporates herein each and every allegation set forth in paragraphs 1-24 of its Amended Complaint, as well as each and every allegation contained in every other Claim for Relief, as if fully set forth herein.

26. Pursuant to the terms of the Non-Compete Agreement, ISLAM agreed that she would not without the prior written consent of the ATLANTIS be employed by, in any way affiliated with, or provide services to any gaming business or enterprises located within 150

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miles of ATLANTIS for a period of one year after the date that the employment relationship between she and the ATLANTIS ended.

27. ISLAM also agreed that the Non-Compete Agreement was the minimum necessary to protect the ATLANTIS in the use and enjoyment of the confidential information and good will of the business of the ATLANTIS.

28. ISLAM further agreed that damages cannot fully and adequately compensate ATLANTIS in the event of a breach or violation and that, without limiting the right of ATLANTIS to seek all other legal and equitable remedies available to it, ATLANTIS shall be entitled to injunctive relief, including but not limited to a temporary restraining order, temporary injunction and permanent injunction to prevent any such violations or any continuation of such violations.

29. ISLAM terminated her employment with ATLANTIS on January 19, 2012, and, upon information and belief, became employed with GSR on or about January 30, 2012.

30. GSR is a gaming business or enterprise located within 150 miles of ATLANTIS.

31. ATLANTIS has not consented to ISLAM'S employment with GSR.

32. ISLAM has breached the Non-Compete Agreement by accepting employment with GSR prior to January 19, 2013.

33. As a direct, proximate and foreseeable result of ISLAM's breach of the Non-Compete Agreement, ATLANTIS has suffered general and special damages in an amount in excess of Ten Thousand Dollars ($10,000).

34. ATLANTIS has been required to retain the services of an attorney to prosecute its claim against ISLAM and is entitled to reasonable attorney's fees and costs of suit incurred herein.

35. Wherefore, Plaintiff pleads for judgment against Defendants, and each of them, as more fully set forth below.

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V.

THIRD CLAIM FOR RELIEF

(Conversion of Property as to Islam)

36. ATLANTIS repeats, realleges and incorporates herein each and every allegation set forth in paragraphs 1-35 of its Amended Complaint, as well as each and every allegation contained in every other Claim for Relief, as if fully set forth herein.

37. Pursuant to the terms of the Business Ethics Policy and Code of Conduct Agreement, ISLAM agreed that ATLANTIS' online systems are ATLANTIS' property, were provided for her business purposes use to increase her production and effectiveness and that the purpose of the agreement was to ensure use of ATLANTIS' online systems in a productive manner. ISLAM further agreed not to profit from confidential information of the ATLANTIS and not to make false or artificial entries in the books and records of the company for any reason.

38. Within 18 days before she voluntarily terminated her employment with ATLANTIS, ISLAM falsely modified, destroyed, falsely changed and/or sabotaged confidential, proprietary, trade secret information of ATLANTIS, including but not limited to customer data belonging to the ATLANTIS on its online system to her benefit and the benefit of GSR and to the detriment of ATLANTIS.

39. Specifically, ISLAM exercised wrongful control over ATLANTIS property without legal justification and without the consent of ATLANTIS by making address, telephone number and/or email address changes to ATLANTIS hotel or casino customer/guest data that she knew to be false or incorrect which resulted in a taking, use or interference with ATLANTIS property.

40. As a result of ISLAM's wrongful conversion, ATLANTIS customers and guests did not receive regular ATLANTIS offers, and in some cases instead received offers of play from ISLAM and GSR. The fact that some ATLANTIS customers received these direct communications is known as they called ATLANTIS to complain that they had been solicited by ISLAM and GSR.

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41. As a direct, proximate and foreseeable result of ISLAM's Conversion, ATLANTIS has suffered general and special damages in an amount in excess of Ten Thousand Dollars ($10,000).

42. ATLANTIS has been required to retain the services of an attorney to prosecute its claim against ISLAM and is entitled to reasonable attorney's fees and costs of suit incurred herein.

43. Wherefore, Plaintiff pleads for judgment against Defendants, and each of them, as more fully set forth below.

VI.

FOURTH CLAIM FOR RELIEF

(Tortious Interference with Contractual Relations and Prospective Economic Advantage as to Islam and GSR)

44. ATLANTIS repeats, realleges and incorporates herein each and every allegation set forth in paragraphs 1-43 of its Amended Complaint, as well as each and every allegation contained in every other Claim for Relief, as if fully set forth herein.

45. ATLANTIS has an actual Non-Compete Agreement with ISLAM.

46. GSR was aware of the Non-Compete Agreement before or immediately after it hired ISLAM.

47. ATLANTIS has a business relationship with the individuals on its customer/guest lists.

48. ISLAM intentionally, improperly and without privilege, interfered with the prospective economic advantage between ATLANTIS and the individuals on its customer/guest lists by inducing or otherwise causing the prospective economic advantage not to occur. ISLAM did this by: (1) sabotaging ATLANTIS customer/guest lists which caused its customers/guests not to receive offers from ATLANTIS which they might otherwise have accepted and (2) transmitting offers of play at GSR to existing customers of ATLANTIS contained on its confidential and proprietary customer/guest lists which either caused them to play at GSR

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instead of ATLANTIS or caused ATLANTIS to increase its offer of play or incentives to them in competition with GSR.

49. GSR intentionally, improperly and without privilege, interfered with the performance of the Non-Compete Agreement between ATLANTIS and ISLAM by inducing or otherwise causing ISLAM to accept employment with GSR in breach of the Non-Compete Agreement wherein ISLAM agreed that said agreement was the minimum necessary to protect ATLANTIS in the use and enjoyment of confidential information and the good will and business of the ATLANTIS and by facilitating the interference or directly causing the interference through the transmittal of offers and solicitations.

50. As a direct, proximate and foreseeable result of ISLAM and GSR's tortious interferences, ATLANTIS has suffered general and special damages in an amount in excess of Ten Thousand Dollars ($10,000).

51. At all times material hereto, the Defendants, and each of them, have acted fraudulently, oppressively, in conscious and malicious disregard of the rights of Plaintiff, and in furtherance of their own financial interests, such as to justify the assessment of punitive damages for the sake of punishment and to deter similar action in the future in a just and reasonable amount in excess of Ten Thousand Dollars ($10,000).

52. ATLANTIS has been required to retain the services of an attorney to prosecute its claim against ISLAM and GSR and is entitled to reasonable attorney's fees and costs of suit incurred herein.

53. Wherefore, Plaintiff pleads for judgment against Defendants, and each of them, as more fully set forth below.

VII.

FIFTH CLAIM FOR RELIEF

(Violation of Uniform Trade Secret Act, NRS 600.A.010 *et. seq.*, as to Islam and GSR)

54. ATLANTIS repeats, realleges and incorporates herein each and every allegation set forth in paragraphs 1-53 of its Amended Complaint, as well as each and every allegation contained in every other Claim for Relief, as if fully set forth herein.

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55. Pursuant to the terms of the Trade Secret Agreement, ISLAM agreed, among other things, that all ATLANTIS property including intellectual property such as hotel or casino customer/guest lists with facts about those customers' preferences, histories and other personal or business information, was to remain with the ATLANTIS both during after her term of employment. ISLAM also agreed that any knowledge of ATLANTIS' intellectual property had by her must not be used or disseminated to any other person or entity for any purpose. Finally, ISLAM also agreed not to use or disseminate any ATLANTIS property, tangible, intellectual or otherwise, in any way that may potentially benefit any person or entity other than ATLANTIS.

56. ISLAM breached the above referenced agreement(s) with the ATLANTIS both during and after her employment by taking confidential information and intellectual property owned by the Atlantis and using it to her advantage and the advantage of GSR, her subsequent employer, and to the detriment of ATLANTIS.

57. Said confidential information of the ATLANTIS constitutes a trade secret as it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other persons who can obtain commercial or economic value from its disclosure or use and ATLANTIS took reasonable efforts to maintain its secrecy.

58. ISLAM and GSR, through improper means, have and will likely continue to misappropriate the trade secrets of ATLANTIS.

59. As a direct, proximate and foreseeable result of ISLAM and GSR's misappropriation of the trade secrets of ATLANTIS, ATLANTIS has suffered general and special damages in an amount in excess of Ten Thousand Dollars ($10,000).

60. At all times material hereto, the Defendants, and each of them, have acted with willful, wanton and reckless behavior in misappropriating the trade secrets of the ATLANTIS such as to justify the assessment of exemplary damages in an amount not exceeding twice the award for the misappropriation.

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61. ATLANTIS has been required to retain the services of an attorney to prosecute its claim against ISLAM and GSR and is entitled to reasonable attorney's fees and costs of suit incurred herein.

62. Wherefore, Plaintiff pleads for judgment against Defendants, and each of them, as more fully set forth below.

VIII.

SIXTH CLAIM FOR RELIEF

(Declaratory Relief as to Islam and GSR)

63. ATLANTIS repeats, realleges and incorporates herein each and every allegation set forth in paragraphs 1-62 of its Amended Complaint, as well as each and every allegation contained in every other Claim for Relief, as if fully set forth herein.

64. NRS 30.030 *et seq.*, among other things authorizes the Courts of this State to declare the rights, status, validity and other legal relations of and between persons as they may be affected by a contract, statute or deed.

65. Plaintiff herein asserts that the aforementioned agreements are valid contracts that the respective Defendants have breached as alleged above and that Defendants have violated NRS 600A.010 *et. seq.* also as alleged above.

66. Accordingly, this Court has the power and authority to declare the rights and obligations of these parties in connection with the various contracts and the applicable Nevada statute and laws. Specifically, and without limitation, this Court can and should declare that the aforementioned agreements are valid contracts that have been respectively breached by Defendants and that Defendants have violated the Uniform Trade Secrets Act at NRS 600A.010 *et. seq.* entitling Plaintiff to immediate injunctive relief and damages.

67. ATLANTIS has been required to retain the services of an attorney to prosecute its claim against ISLAM and GSR and is entitled to reasonable attorney's fees and costs of suit incurred herein.

68. Wherefore, Plaintiff pleads for judgment against Defendants and each of them as more fully set forth below.

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IX.

SEVENTH CLAIM FOR RELIEF

(Injunctive Relief as to Islam and GSR)

69. ATLANTIS repeats, realleges and incorporates herein each and every allegation set forth in paragraphs 1-68 of its Amended Complaint, as well as each and every allegation contained in every other Claim for Relief, as if fully set forth herein.

70. ATLANTIS has an interest in protecting confidential and proprietary information and trade secrets related to its business.

71. In an effort to protect its confidential and proprietary matters related to its business, ATLANTIS mandates that its employees execute the aforementioned agreements both upon commencement of their employment and regularly throughout their employment.

72. ISLAM executed all such agreements referenced above, some multiple times.

73. ISLAM breached these agreements and continues to breach them.

74. ATLANTIS is entitled to an injunction precluding ISLAM from further breaching the terms of the agreements.

75. ATLANTIS will suffer irreparable harm by ISLAM'S continual breaches of the terms of the agreements if the relief requested by ATLANTIS is not granted.

76. ISLAM will not be burdened by complying with the terms of the agreements to which she previously agreed to abide.

77. ATLANTIS requests injunctive relief in the form of an order precluding ISLAM from further breaching the terms of the agreements.

78. ISLAM and GSR are subject to injunctive relief per NRS 600A.040 due to actual or threatened misappropriation of the trade secrets of ATLANTIS.

79. ATLANTIS has been required to retain the services of an attorney to prosecute its claim against ISLAM and GSR and is entitled to reasonable attorney's fees and costs of suit incurred herein.

80. Wherefore, Plaintiff pleads for judgment against Defendants and each of them as more fully set forth below.

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X.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of them, as more fully set forth below.

WHEREFORE, Plaintiff, while expressly reserving its right to amend this Amended Complaint up to and including the time of trial to include additional Defendants, additional theories of recovery, and items of damage not yet ascertained, demands judgment against the Defendants, and each of them, as follows:

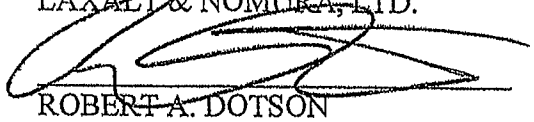
1. General damages in excess of $10,000;
2. Special damages in excess of $10,000;
3. Punitive or exemplary damages in an amount in excess of $10,000;
4. For a temporary restraining order;
5. For declaratory and permanent injunctive relief;
6. For pre and post-judgment interest;
7. For reasonable attorney's fees and costs of suit; and
8. For such other and further relief as the Court deems to be just and appropriate.

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 7 day of May, 2012.

LAXALT & NOMURA, LTD.



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(775) 322-1170
Attorneys for Plaintiff

VERIFICATION

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

Debra Robinson does hereby swear under penalty of perjury that the assertions are true:

That I am the General Counsel for Plaintiff in the above-entitled action; that I have read the foregoing **VERIFIED COMPLAINT FOR DAMAGES** and know the contents thereof; that the same is true of my own knowledge, except as to those matters which are therein stated upon information and belief, and as to those matters, I believe it to be true.

DEBRA B. ROBINSON

Subscribed and sworn to before me this 27th day of April, 2012.

NOTARY PUBLIC

DEE ANTHONY
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 07-1618-2 - Expires September 1, 2014

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CERTIFICATE OF SERVICE

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

☐ (BY MAIL) on all parties in said action, by placing a true copy thereof enclosed in a sealed envelope in a designated area for outgoing mail, addressed as set forth below. At the Law Offices of Laxalt & Nomura, mail placed in that designated 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.

☒ 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.

☒ (BY PERSONAL DELIVERY) by causing a true copy thereof to be hand delivered this date to the address(es) at the address(es) set forth below.

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

☐ Reno/Carson Messenger Service

addressed as follows:

DATED this 7th day of May, 2012.

/s/ Deborah Penhale for
L. MORGAN BOGUMIL

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EXHIBIT "2"

EXHIBIT "2"

FILED
Electronically
11-08-2013:03:20:15 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4125122

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.

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

Defendants.

Case No.: CV12-01171

Dept. No.: 7

ORDER

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

On August 21, 2013, Atlantis filed its *Motion for Costs and Attorney's Fees,* and *Affidavit of Counsel in Support of Plaintiff's Motion for Costs and Attorney's Fees.* On September 3, 2013, Islam filed her *Opposition to Atlantis' Motion for Attorney's Fees and Costs.* On September 10, 2013, Atlantis filed its *Reply* and *Affidavit of Counsel in Support of Plaintiff's Reply to Motion* and submitted the matter for decision.

On September 30, 2013, Defendant, MEI-GSR HOLDINGS LLC dba GRAND SIERRA RESORT (hereafter Grand Sierra), filed its *Memorandum of Costs.* On October 3, 3013, Atlantis filed its *Motion to Retax Costs of Defendant Grand Sierra Resort.* On October 9, 2013, Grand Sierra filed its *Reply to Plaintiff's Objection to Defendant GSR's Memorandum of Costs.* On October 17, 2013, Atlantis filed its *Reply in Support of Plaintiff's Motion to Retax Costs of Defendant Grand Sierra Resort* and submitted the matter for decision.

On October 19, 2013, Grand Sierra filed its *Motion for Attorney's Fees.* On November 1, 2013, Islam filed her *Response to Grand Sierra's Motion for Attorney's Fees.* On November 4, 2013, 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 for Award of Attorney's Fees and Costs.*

Costs: Atlantis

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

Costs: Grand Sierra

Grand Sierra seeks recovery of $37,009.74 in costs pursuant to NRS 18.110. Included in the request is $18,026.15 in expert witness fees for Mr. Aguero. This request is extraordinary. This requests is deficient in itemization and justification. This court has reviewed Mr. Aguero's report.(Ex. 37) The majority of his report consists of his resume. While this court relied upon Mr. Aguero's report in formulating its finding, this resulted in an award of damages of $23,874.00.[1] Based upon the court's review of the expert report, the witness' testimony and the final award, the court reduces the award of expert witness fees to $3,000.00.

Grand Sierra seeks an award of $2,073.24 for two volumes of the trial transcripts. While undoubtedly of some assistance to trial counsel, this expense is not a necessary cost of litigation.

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

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[1] The final award of $43,874 included $20,000 in punitive damages not attributable to Mr. Aguero's work.
[2] Defendant Grand Sierra Resorts employed Johnson/Cohen, a Las Vegas firm whose principals attended every day of trial. Any adjustment in the award of costs is no reflection on the client's choice of Las Vegas counsel.
[3] Mr. Cohen did raise one objection at trial, which was sustained.

The Award of Attorney's Fees

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

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

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

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

---

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

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

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

The Atlantis Attorney's Fees

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

The Grand Sierra Resort Attorney's Fees

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

IT IS ORDERED:

Plaintiff Atlantis is awarded **$17,070.61** in costs and **$303,711.00** in attorney's fees.

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

DATED this 8 day of October, 2013.

Patrick Flanagan

Patrick Flanagan
DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on this 8 day of November, 2013, I electronically filed the following with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

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

Mark Wray, Esq. for Sumona Islam; and

H. Johnson, Esq. for GSR Enterprises

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

Judicial Assistant

EXHIBIT "3"

EXHIBIT "3"

FILED
Electronically
2014-03-14 04:11:40 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4344878

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.

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

Defendants.

/

Case No.: CV12-01171

Dept. No.: 7

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*

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

The Award of Attorney Fees

1. NRCP 68 and NRS § 17.115

Legal Standard

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

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

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

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

Analysis

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

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

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

Legal Standard

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

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

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

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

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

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

Analysis

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

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

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

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

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

3. NRS § 600A.060

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

Conclusion

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

---

[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.

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
DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

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

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

Mark Wray, Esq. for Sumona Islam; and

H. Johnson, Esq. for GSR Enterprises

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

Judicial Assistant

EXHIBIT "4"

EXHIBIT "4"

FILED
Electronically
2014-04-11 04:16:35 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4384230

2540
COHEN-JOHNSON, LLC
H. STAN JOHNSON
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sjohnson@cohenjohnson.com
STEVEN B. COHEN, ESQ.
Nevada Bar No. 2327
255 E. Warm Springs Road, Suite100
Las Vegas, Nevada 89119
Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

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

Plaintiff,

vs.

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

Defendants.

Case No.: CV12-01171

Dept. No.: B7

NOTICE OF ENTRY OF ORDER

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

Dated this 14th day of January, 2014.

COHEN-JOHNSON, LLC

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

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

Affirmation Pursuant to NRS § 239B.030

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

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

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

INDEX OF EXHIBITS

Exhibits	Description	Pages
1	Order	8

CERTIFICATE OF MAILING

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

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

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

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

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

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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2014-04-11 04:16:35 PM
Joey Orduna Hastings
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Transaction # 4384230

Exhibit "A"

Exhibit "A"

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2014-03-14 04:11:40 PM
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Clerk of the Court
Transaction # 4344678

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

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

Plaintiff,

vs.

Case No.: CV12-01171

Dept. No.: 7

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

Defendants.

/

ORDER

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

Legal Standard

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

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

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

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

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

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

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

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

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

8. NRS § 600A.060

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

Conclusion

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

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[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.

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
DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

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

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

Mark Wray, Esq. for Sumona Islam; and

H. Johnson, Esq. for GSR Enterprises

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

Judicial Assistant

EXHIBIT "5"

EXHIBIT "5"

FILED
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Joey Orduna Hastings
Clerk of the Court
Transaction # 4384404

2540
COHEN-JOHNSON, LLC
H. STAN JOHNSON
Nevada Bar No. 00265
sjohnson@cohenjohnson.com
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Telephone: (702) 823-3500
Facsimile: (702) 823-3400
Attorneys for Grand Sierra Resort

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

GOLDEN ROAD MOTOR INN, INC., a Nevada Corporation, d/b/a ATLANTIS CASINO RESORT SPA, Plaintiff, vs. SUMONA ISLAM, an individual; MEI-GSR HOLDINGS LLC d/b/a GRAND SIERRA RESORT; et.al. Defendants.	Case No.: CV12-01171 Dept. No.: B7

NOTICE OF ENTRY OF ORDER

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

Dated this 14th day of January, 2014.

COHEN-JOHNSON, LLC

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

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

Affirmation Pursuant to NRS § 239B.030

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

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

INDEX OF EXHIBITS

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1	Order	8

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

CERTIFICATE OF MAILING

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

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

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

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

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

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

FILED
Electronically
2014-04-11 04:53:18 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4384404

Exhibit "A"

Exhibit "A"

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2014-03-14 04:11:40 PM
Joey Orduna Hastings
Clerk of the Court
Transaction # 4344878

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.

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

Defendants.

Case No.: CV12-01171

Dept. No.: 7

/

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*

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

The Award of Attorney Fees

1. NRCP 68 and NRS § 17.115

Legal Standard

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

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

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

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

Analysis

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

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

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

Legal Standard

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

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

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

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

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

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

Analysis

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

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

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

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

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

8. NRS § 600A.060

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

Conclusion

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

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[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.

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
DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

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

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

Mark Wray, Esq. for Sumona Islam; and

H. Johnson, Esq. for GSR Enterprises

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

Judicial Assistant

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

MEI-GSR HOLDINGS LLC, a Nevada Limited Liability Company, d/b/a GRAND SIERRA RESORT,
Appellant,
vs.
GOLDEN ROAD MOTOR INN, INC., a Nevada Corporation, d/b/a ATLANTIS CASINO RESORT SPA,
Respondent.

No. 65497

Electronically Filed
May 12 2014 03:56 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

DOCKETING STATEMENT
CIVIL APPEALS

GENERAL INFORMATION

All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

WARNING

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

A complete list of the documents that must be attached appears as Question 26 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

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

Docket 65497 Document 2014-15320

1. Judicial District Second Department B7

County Washoe Judge Patrick Flanagan

District Ct. Case No. CV12-01171

2. Attorney filing this docketing statement:

Attorney H. Stan Johnson Telephone (702) 823-3500

Firm COHEN-JOHNSON, LLC

Address 255 E. Warm Springs Road, Suite 100
Las Vegas, Nevada 89119

Client(s) MEI-GSR Holdings, LLC, d/b/a GRAND SIERRA RESORT (hereinafter "GSR")

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Robert A. Dotson/Angela M. Bader Telephone (775) 322-1170

Firm LAXALT & NOMURA, LTD.

Address 9600 Gateway Drive
Reno, Nevada 89521

Client(s) GOLDEN ROAD MOTOR INN, INC., d/b/a ATLANTIS CASINO RESORT SPA

Attorney Robert L. Eisenberg Telephone (775) 786-6868

Firm LEMONS, GRUNDY & EISENBERG

Address 6005 Plumas Street, 3rd Floor
Reno, Nevada 89519

Client(s) GOLDEN ROAD MOTOR INN, INC., d/b/a ATLANTIS CASINO RESORT SPA

(List additional counsel on separate sheet if necessary)

4. Nature of disposition below (check all that apply):

- ☒ Judgment after bench trial
- ☐ Judgment after jury verdict
- ☐ Summary judgment
- ☐ Default judgment
- ☐ Grant/Denial of NRCP 60(b) relief
- ☐ Grant/Denial of injunction
- ☐ Grant/Denial of declaratory relief
- ☐ Review of agency determination
- ☐ Dismissal:
  - ☐ Lack of jurisdiction
  - ☐ Failure to state a claim
  - ☐ Failure to prosecute
  - ☐ Other (specify): _____
- ☐ Divorce Decree:
  - ☐ Original ☐ Modification
- ☒ Other disposition (specify): Special Order

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

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

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

Presently Pending Appeals:
Supreme Court Case Nos.: 64349 and 64452
Golden Road Motor Inn, Inc., d/b/a Atlantis Casino Resort Spa,
Appellant/Cross-Respondent
vs.
Sumona Islam, an Individual, Respondent/Cross-Appellant
and
MEI-GSR Holdings, LLC, d/b/a Grand Sierra Resort, Respondent

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (*e.g.*, bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

N/A

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

Plaintiff/Respondent's, GOLDEN ROAD MOTOR INN, INC., d/b/a ATLANTIS CASINO RESORT SPA ("Plaintiff"), Complaint was for Breach of Contract, Conversion, Tortious Interference with Contractual Relations and Prospective Economic Advantage, Violation of Nevada Uniform Trade Secret Act, Declaratory Relief and Injunctive Relief. Plaintiff only sued GSR for Tortious Interference with Contractual Relations and Prospective Economic Advantage, Violation of Nevada Uniform Trade Secret Act, Declaratory Relief and Injunctive Relief. Following a court trial, Defendant, SUMONA ISLAM (hereinafter "Islam"), was found liable to Plaintiff for breach of contract and violation of the Nevada Uniform Trade Secret Act and Plaintiff was awarded damages of $10,814 (Trade Secret Claim) and $13,060 (Breach of Contract - Confidentiality Agreement), as well as $20,000 in punitive damages, attorney's fees and an injunction was issued against Islam only. The Court found in favor of GSR and against Plaintiff on all causes of action. The Court awarded GSR $190,124.50 in attorney's fees and $15,540.85 in costs against Plaintiff.

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

GSR appeals the District Court's determination as to basis and amount of attorney's fees and costs awarded in favor of GSR and against Plaintiff.

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

Unknown.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☐ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

13. Trial. If this action proceeded to trial, how many days did the trial last? 11

Was it a bench or jury trial? Bench Trial

14. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?
No.

TIMELINESS OF NOTICE OF APPEAL

15. Date of entry of written judgment or order appealed from March 14, 2014

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

16. Date written notice of entry of judgment or order was served April 11, 2014

Was service by:

☐ Delivery

☒ Mail/electronic/fax

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

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

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

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

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

18. Date notice of appeal filed April 14, 2014

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:
GSR Amended Notice of Appeal filed May 5, 2014
GSR Amended Notice of Appeal filed May 8, 2014
Plaintiff filed Amended Notice of Appeal April 21, 2014

19. Specify statute or rule governing the time limit for filing the notice of appeal, *e.g.*, NRAP 4(a) or other

NRAP 4(a)(1)

SUBSTANTIVE APPEALABILITY

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

(a)

☐ NRAP 3A(b)(1)	☐ NRS 38.205
☐ NRAP 3A(b)(2)	☐ NRS 233B.150
☐ NRAP 3A(b)(3)	☐ NRS 703.376
☒ Other (specify) NRAP 3A(b)(8)	

(b) Explain how each authority provides a basis for appeal from the judgment or order:
The March 14, 2014 order relating to the attorney's fees and costs is a special order entered after final judgment rendered in the action.

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

(a) Parties:

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

Defendants: SUMONA ISLAM, an Individual; MEI-GSR Holdings, LLC, A Nevada Limited Liability Company, d/b/a GRAND SIERRA RESORT

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

This Appeal only involves the award of attorney's fees and costs in favor of GSR and against Plaintiff. Islam is not a party to this Appeal. Islam and Plaintiff have filed appeals relating to the final judgment. See pending Supreme Court Case Nos.: 64349 and 64452.

22. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

All claims were filed by Plaintiff against underlying Defendants. See Response to Question 8. Oral rulings from bench on July 18, 2013 and formal disposition through Findings of Fact, Conclusions of Law and Judgment entered on August 26, 2013 and September 27, 2013. Final Order on GSR's attorney's fees and costs was entered on March 14, 2014.

23. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☒ Yes

☐ No

24. If you answered "No" to question 23, complete the following:

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

25. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (*e.g.*, order is independently appealable under NRAP 3A(b)):

26. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

MEI-GSR Holdings, LLC
Name of appellant

May 12, 2014
Date

Clark County, Nevada
State and county where signed

H. Stan Johnson
Name of counsel of record

Signature of counsel of record

CERTIFICATE OF SERVICE

I certify that on the 12th day of May, 2014, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Robert A. Dotson, Esq.
Angela M. Bader, Esq.

Robert L. Eisenberg, Esq.

Mark Wray, Esq.

See Addresses Attached Exhibit "1"

Dated this 12th day of May, 2014

Signature

Attachment "1"

Robert A. Dotson, Esq.
Angela M. Bader, Esq.
9600 Gateway Drive
Reno, Nevada 89521
Attorneys for Golden Road Motor Inn, Incc. d/b/a/ Atlantis Casino Resort & Spa

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Attorney for Sumona Islam