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8 EIGHTH JUDICIAL DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 IGEL AMERICA SALES CORP., a New York
11 corporation;
12 Plaintiff,
13 vs.
14 MGM RESORTS INTERNATIONAL, a
15 Delaware corporation; MANDALAY
16 RESORT GROUP, a Nevada corporation;
17 MANDALAY BAY, LLC, a Nevada limited
18 liability company; BORDER GRILL LAS
19 VEGAS, LLC, a Nevada limited liability
20 company; MUNDO MANAGEMENT
21 GROUP, LLC, a California limited liability
22 company; DOES I through X, inclusive; and
ROE BUSINESS ENTITIES, I through X,
inclusive,
Defendants.

Case No.
Dept. No.

COMPLAINT AND DEMAND FOR JURY TRIAL

(Exempt from Arbitration – Amount Exceeds \$50,000; Action Seeking Declaratory Relief; Action Seeking Equitable or Extraordinary Relief)

BUSINESS COURT REQUESTED

23 Plaintiff IGEL America Sales Corp., by and through its counsel of record, H1 Law
24 Group, as and for its Complaint against Defendants MGM Resorts International, Mandalay
25 Resort Group, Mandalay Bay, LLC, Border Grill Las Vegas, LLC, and Mundo Management
26 Group, LLC (collectively, the “Defendants”) states and alleges as follows:

PARTIES, JURISDICTION AND VENUE

28 1. Plaintiff IGEL America Sales Corp. is and was at all relevant times hereto, a



1 corporation organized under the laws of the State of New York, with a principal place of
2 business located in San Francisco, California.

3 2. Defendant MGM Resorts International is and was at all relevant times hereto, a
4 corporation organized under the laws of the State of Delaware, with a principal place of business
5 located in Las Vegas, Nevada.

6 3. Defendant Mandalay Resort Group is and was at all relevant times hereto, a
7 corporation organized under the laws of the state of Nevada, with a principal place of business
8 located in Las Vegas, Nevada.

9 4. Defendant Mandalay Bay, LLC is and was at all relevant times hereto, a Nevada
10 limited liability company with a single member, Mandalay Resort Group.

11 5. Defendants MGM Resorts International, Mandalay Resort Group and Mandalay
12 Bay, LLC are referred to collectively herein as “MGM.”

13 6. Defendant Border Grill Las Vegas, LLC is and was at all relevant times hereto, a
14 limited liability company organized under the laws of the State of Nevada, with a principal place
15 of business located in Las Vegas, Nevada.

16 7. Defendant Mundo Management Group, LLC is and was at all relevant times
17 hereto, a limited liability company organized under the laws of the State of California, with a
18 principal place of business located in Las Vegas, Nevada.

19 8. Upon information and belief, Mundo Management Group, LLC, is the owner and
20 management entity of Border Grill Las Vegas, LLC.

21 9. Defendants Border Grill Las Vegas, LLC and Mundo Management Group, LLC
22 are referred to together herein as “Border Grill.”

23 10. All of the acts and/or failures to act alleged herein were duly performed by and/or
24 are attributable to Defendants, individually or acting by and through their agents and employees.
25 Said acts and/or failures to act were within the scope of any agency or employment, or were
26 ratified by Defendants.

27 11. The names and capacities, whether individual, corporate, associate or otherwise,
28 of Defendants and/or their alter egos sued herein as DOES I through X, and ROE Business



1 Entities I through X, inclusive, are presently unknown, and Plaintiff therefore sues these
2 defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names
3 of any and all Doe and Roe defendants as alleged herein and/or after their true names and
4 capacities are ascertained.

5 12. This Court has jurisdiction over this matter.

6 13. Venue is proper in this district because one or more of the Defendants reside
7 within this district and because the actions of Defendants at issue took place within the district.

8 **GENERAL ALLEGATIONS**

9 14. IGEL incorporates by reference all preceding allegations set forth in the
10 Complaint as if fully stated herein.

11 ***The DISRUPT Event***

12 15. IGEL is in the business of providing revolutionary endpoint management
13 software.

14 16. In furtherance of its business interests, IGEL planned to hold a series of events
15 known as DISRUPT End User Computing Forum 2018 (“DISRUPT Event”), in Las Vegas,
16 Nevada, to take place in August 2018.

17 17. In advance of the DISRUPT Event, IGEL entered into a series of binding
18 contracts with Border Grill, located in Mandalay Bay, for the DISRUPT Event for multiple
19 events to take place on Sunday, August 26, 2018 through Wednesday, August 29, 2018.

20 18. This time period coincides with the VMworld 2018 US conference being held at
21 the Mandalay Bay property during that time.

22 19. Acting clearly at the direction and behest of MGM, the owner of the Mandalay
23 Bay property, Border Grill has now breached its binding contracts with IGEL and has improperly
24 interfered with and prevented IGEL’s long-planned, heavily promoted and preregistered events
25 from going forward at Border Grill, which has caused and is continuing to cause IGEL very
26 substantial financial damages and reputational harm.

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28 ///



1 ***IGEL Enters Into a Series of Contracts with***
2 ***Border Grill for DISRUPT Events***

3 20. In terms of specific events, IGEL planned to hold a full-day series of events at
4 Border Grill for the three days of Sunday, Monday and Tuesday, August 26-28, 2018.

5 21. To this end, IGEL negotiated with the Border Grill event coordinator and entered
6 into a series of eight individual event contracts with the Border Grill.

7 22. Four individual event contracts related to events for Sunday, August 26, 2018.

8 23. Two individual event contracts related to events for Monday, August 27, 2018.

9 24. Two individual event contracts related to events for Tuesday, August 28, 2018.

10 25. Each of these contracts refers to and includes certain “event policies” terms
11 providing that the delivery of a signed copy of the proposal and a 50% deposit “will confirm
12 your event on a definite basis.”

13 26. The terms of each of these contracts further state that “[u]pon signature by
14 representatives of the parties, the deposit from the Client [IGEL] and this letter of agreement,
15 *this will constitute a firm and definite contract for your event.*” (emphasis added).

16 27. IGEL timely returned the signed each of these contracts and paid the full deposit
17 amounts, totaling \$29,975.00.

18 ***IGEL’s Preparations for DISRUPT Events***

19 28. In preparation for the DISRUPT Events, IGEL incurred and paid substantial “hard
20 costs” in excess of \$300,000.

21 29. These “hard costs” included considerable costs for event signage, gifts, shipping,
22 assembly, staffing, extensive promotion at the McCarran International Airport located in Las
23 Vegas, press releases, advertising, video/studio and photography services, etc.

24 30. In total, IGEL secured nearly 2,000 pre-registrations for the different elements of
25 the DISRUPT Event.

26 31. IGEL employees and contractors began assembling event-related structures and
27 decorations on Saturday, August 25, 2018, including a stage structure and event signage, all as
28 expressly contemplated by the relevant contracts.



1 32. The contracted event features also included, among other things, space for free
2 “head shot” photography and studio set-ups for video interviews with dozens of industry experts
3 that IGEL sponsored to appear and speak at their events.

4 ***Defendants Make Unjustifiable Demands***
5 ***Upon IGEL to Modify or Remove Event***
6 ***Spaces and IGEL Complies under Duress***

6 33. On Saturday, August 25, 2018, during IGEL’s assembly of contracted features at
7 the entrance of Border Grill, representatives of Border Grill – at the direction and behest of
8 MGM and others – began advising IGEL that different contracted features of the event spaces,
9 one by one, needed to be modified or removed entirely.

10 34. These representatives claimed that the contracted features of the event spaces
11 were not allowable by the terms of the Border Grill leasehold.

12 35. In the interest of moving the event forward, IGEL complied with all of these
13 unjustified directives.

14 36. For instance, IGEL agreed under duress to move a stage set-up from a
15 passageway outside the Border Grill back into the confines of the restaurant itself.

16 37. As another example, IGEL even agreed to the audacious request to remove all
17 visible event signage, ranging from a large 60-foot sign outside the restaurant space to the
18 branded coffee cups on the bar.

19 ***Defendants Escalate Their Improper***
20 ***Conduct by Forcibly Disassembling***
21 ***and Removing IGEL Property***

21 38. On Sunday morning, August 26, 2018, employees of Border Grill and/or
22 Mandalay Bay began disassembling additional features of the IGEL event.

23 39. Defendants forcibly removed the video studio out of the entrance of the Border
24 Grill restaurant to the lower level of the restaurant.

25 40. Despite the radically modified and curtailed surroundings, IGEL proceeded to
26 hold its technical boot camp and opening event happy hour that evening, on Sunday, August 26,
27 2018.

28 41. At the end of the Sunday evening event, IGEL paid \$30,445.25 to Border Grill for



1 food, beverage, and other event costs. An additional \$5,000 was paid to MGM Convention
2 Center for Wi-Fi access. IGEL also paid \$800 to Encore for AV services.

3 ***Defendants Order IGEL to Cease***
4 ***Social Media Promotion of the***
5 ***DISRUPT Event***

6 42. On Monday morning, August 27, 2018, IGEL hosted several theater presentations
7 in conjunction with their IT Baller promotion (“IT Baller Promotion”) at the Border Grill.

8 43. Pursuant to the parties’ contracts, a VIP Partner Lunch was scheduled for Monday
9 afternoon at the Border Grill.

10 44. Prior to the start of the VIP Partner Lunch, Border Grill staff informed IGEL that
11 it was to cease all promotion of the DISRUPT Event on social media at the direction of MGM.

12 ***Defendants Inexplicably Evict IGEL***
13 ***from the Border Grill and Destroy***
14 ***IGEL Property***

15 45. Half-way through the VIP Partner Lunch, Border Grill advised IGEL that it could
16 not hold any more of its planned events at Border Grill.

17 46. Even more egregious, Border Grill requested that IGEL end the lunch
18 immediately, despite the attendance of nearly 40 VIP IGEL Partners in the middle of their
19 lunches and an active presentation.

20 47. At the conclusion of the lunch, Defendants informed IGEL they were being
21 evicted from the Border Grill effective immediately and that MGM security was onsite to ensure
22 IGEL quickly complied with this inexplicable demand.

23 48. Without IGEL’s authorization, Border Grill employees proceeded to aggressively
24 strip signage from the windows and doors of contracted rooms and throw it in the trash.

25 49. Border Grill employees engaged in this improper conduct in front of VIP IGEL
26 Partners attending the VIP Partner Lunch at the Border Grill.

27 50. Under duress and supervision of MGM security, Defendants instructed IGEL to
28 immediately remove all property from the premises, which included the video studio, dozens of
boxes of giveaways, and other IT equipment.

51. With hundreds of preregistered customers and potential business partners due to



1 arrive at the Border Grill for IGEL events on Monday afternoon and evening, these interested
2 parties were suddenly left with no IGEL event to attend, causing great distress to IGEL and its
3 customers and partners.

4 52. Border Grill managers and officers confirmed to IGEL that they were being
5 forced to take this extreme and unprecedented position at the direction of MGM, with the threat
6 of “losing their lease” after 13 years if they did not comply with MGM’s demand.

7
8 ***Defendants Refuse to Allow Other
IGEL Contracted Events to Go Forward***

9 53. Border Grill’s managers and officers confirmed that the IGEL contracted events
10 planned for Tuesday, August 28, 2018, were not authorized to go forward as planned in any way,
11 shape or form.

12 54. These events include a VIP Customer Lunch, theater presentations, video
13 interviews and a happy hour.

14
15 ***Defendants’ Actions Interfere with the IT
Baller Promotion***

16 55. Further complicating the damages of Defendants’ directive are the hundreds of
17 customer surveys related to the IT Baller Promotion that have been completed leading up to the
18 DISRUPT Event and at the Event.

19 56. Separate from the contracts referenced above, IGEL has also entered into
20 contracts with another MGM/Mandalay Bay facility – the Moorea Pavilion Cabanas – for a “pool
21 party” event to be held on Wednesday, August 29 between 11 am and 3pm for the IT Baller
22 Promotion prize drawing.

23 57. Based on the conduct described above, there is a well-founded likelihood that
24 MGM will attempt to improperly cancel this important IGEL event as well.

25 58. Defendants’ conduct has negatively impacted IGEL’s commitment to give
26 product demonstrations at the Border Grill at specific dates and times throughout the day on
27 Monday and Tuesday, August 27-28, 2018.

28 59. These demonstrations are part of the requirements for eligibility in the IT Baller



1 Promotion prize drawing on Wednesday at 3:00 pm.

2 60. As a result of Defendants' actions, IGEL now has no way to complete the
3 required demonstrations and has to contact each participant to cancel their entry in the drawing.

4 61. IGEL faces uncertain risks by allowing participants to enter into the drawing who
5 have not fulfilled a requirement of attending the prescheduled demonstration at the Border Grill.

6 62. The pool party event has also been directly and adversely impacted by the actions
7 of MGM and Border Grill.

8 63. Unlike the other events hosted at the Border Grill, there was no advance
9 registration for the pool party.

10 64. Entry to the pool party event was a completed product demonstration in the
11 theater in the Border Grill.

12 65. Given that only a fraction of the scheduled theater presentations occurred on
13 Monday morning and all scheduled demonstrations for Monday afternoon and Tuesday were
14 cancelled by Defendants, there are very few eligible attendees for this pool party.

15 66. Additionally, IGEL is stuck with hundreds of branded IT Baller Promotion pool
16 party kits (shorts, t-shirts, sunscreen, etc.) that were to be given to participants who completed
17 the demonstration.

18 ***IGEL Has Sustained Significant***
19 ***Damages Resulting from Defendants'***
Improper Conduct

20 67. At a minimum, IGEL is entitled to recover from Defendants its deposits paid to
21 Border Grill for the improperly disrupted or canceled events (\$29,975.00) and for the actual
22 additional costs paid on Sunday, August 26 (\$30,445.25), for a total of \$60,420.25.

23 68. Moreover, IGEL is entitled to recover its very substantial "hard costs" incurred in
24 connection with the improperly disrupted or canceled events, in excess of \$300,000, in an
25 amount to be proven at trial.

26 69. Further, IGEL has suffered substantial damages to its reputation and "brand," in
27 an amount to be proven at trial, as a result of Defendants' improper conduct as detailed herein.

28 70. Lastly, IGEL has suffered ,or reasonably expects to suffer, damages in excess of



1 \$3,000,000, in an amount to be proven at trial, related to substantial lost business opportunities,
2 as a result of Defendants' improper conduct as detailed herein.

3 **CAUSES OF ACTION**

4 **COUNT I - Breach of contract**

5 **(Border Grill entities)**

6 71. IGEL incorporates all previous paragraphs as if fully stated herein.

7 72. IGEL entered into a series of eight valid and binding contracts with Border Grill
8 for its DISRUPT Event.

9 73. Under these eight contracts, Border Grill agreed to provide event space at its
10 location for Sunday, Monday, and Tuesday, August 26-28, 2018.

11 74. Border Grill also agreed to allow certain features during these events such as a
12 stage, photography and studio space, and event signage, to name a few.

13 75. MGM is the owner of the Mandalay Bay property on which Border Grill is
14 located.

15 76. At the behest of MGM, Border Grill breached the contracts by, among other
16 things, (a) requiring the stage, photography and studio space, and event signage to be modified or
17 removed; (b) requiring IGEL to cease all promotion of the DISRUPT Event on social media; and
18 (c) shutting down IGEL's planned events at Border Grill during its conference, including
19 aggressively stripping all signage from windows and doors in front of IGEL's partners and using
20 MGM security and hostile measures.

21 77. IGEL has suffered, or reasonably expects to suffer, damages from Border Grill's
22 conduct in an amount to be proven at trial, but which includes no less than (a) contract deposits
23 in the amount of \$29,975; (b) actual costs paid on Sunday, August 26 in the amount of
24 \$30,445.25; (c) hard costs for event signage, gifts, shipping, assembly, staffing, promotion, etc.
25 in excess of \$300,000; (d) lost business in excess of \$3,000,000; and (e) damage to IGEL's
26 reputation, brand, and customer goodwill in an amount to be proven at trial.

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1 **COUNT II - Breach of covenant of good faith and fair dealing**
2 **(Border Grill entities)**

3 78. IGEL incorporates all previous paragraphs as if fully stated herein.

4 79. IGEL entered into a series of eight valid and binding contracts with Border Grill
5 for its DISRUPT Event.

6 80. MGM is the owner of the Mandalay Bay property on which Border Grill is
7 located.

8 81. The contracts contain implied covenants of good faith and fair dealing.

9 82. Border Grill and MGM violated their duties of good faith and fair dealing by,
10 among other things, (a) requiring the modification and/or removal of the stage, photography and
11 studio space, and event signage; (b) requiring IGEL to cease all promotion of the DISRUPT
12 Event on social media; and (c) shutting down IGEL's events at Border Grill while the conference
13 was taking place, including aggressively stripping all signage from windows and doors in front
14 of IGEL's partners and using MGM security and hostile measures.

15 83. 77. IGEL has suffered, or reasonably expects to suffer, damages from Border
16 Grill's breach in an amount to be proven at trial, but which includes no less than (a) contract
17 deposits in the amount of \$29,975; (b) actual costs paid on Sunday, August 26 in the amount of
18 \$30,445.25; (c) hard costs for event signage, gifts, shipping, assembly, staffing, promotion, etc.
19 in excess of \$300,000; (d) lost business in excess of \$3,000,000; and (e) damage to IGEL's
20 reputation, brand, and customer goodwill in an amount to be proven at trial

21 **COUNT III- Intentional interference with contractual relations**
22 **(MGM entities)**

23 84. IGEL incorporates all previous paragraphs as if fully stated herein.

24 85. IGEL entered into a series of eight valid and binding contracts with Border Grill
25 for its DISRUPT Event.

26 86. MGM is the owner of the Mandalay Bay property on which Border Grill is
27 located.





1 87. MGM intentionally acted to disrupt these contracts and/or caused Border Grill to
2 breach these contracts when it threatened Border Grill with losing its lease after 13 years.

3 88. MGM intentionally acted to disrupt these contracts and/or caused Border Grill to
4 breach these contracts when it forced Border Grill and IGEL (a) to modify or remove event
5 features such as the stage, photography and studio space, and event signage; (b) to cease all
6 promotion of the DISRUPT Event on social media; and (c) to shut down the conference.

7 89. These actions caused Border Grill to breach its contract with IGEL.

8 90. IGEL has suffered, or reasonably expects to suffer, damages due to MGM's
9 conduct in an amount to be proven at trial, but which includes no less than (a) contract deposits
10 in the amount of \$29,975; (b) actual costs paid on Sunday, August 26 in the amount of
11 \$30,445.25; (c) hard costs for event signage, gifts, shipping, assembly, staffing, promotion, etc.
12 in excess of \$300,000; (d) lost business in the excess of \$3,000,000; and (e) damage to IGEL's
13 reputation, brand, and customer goodwill in an amount to be proven at trial.

14 **COUNT IV - Intentional interference with prospective economic advantage**
15 **(All Defendants)**

16 91. IGEL incorporates all previous paragraphs as if fully stated herein.

17 92. A prospective contractual relationship existed between IGEL and potential
18 customers, vendors, and partners attending the DISRUPT Event.

19 93. Border Grill and MGM knew of these prospective relationships.

20 94. Border Grill and MGM intentionally acted to harm IGEL by preventing these
21 relationships by forcing IGEL (a) to modify or remove event features such as the stage,
22 photography and studio space, and event signage; (b) to cease all promotion of the DISRUPT
23 Event on social media; and (c) to shut down the conference.

24 95. Border Grill and MGM were not justified in their conduct.

25 96. Actual harm resulted to IGEL.

26 97. IGEL has suffered, or reasonably expects to suffer, damages from Border Grill
27 and MGM's conduct in an amount to be proven at trial, but which includes no less than (a)
28 contract deposits in the amount of \$29,975; (b) actual costs paid on Sunday, August 26 in the



1 amount of \$30,445.25; (c) hard costs for event signage, gifts, shipping, assembly, staffing,
2 promotion, etc. in excess of \$300,000; (d) lost business in excess of \$3,000,000; and (e) damage
3 to IGEL’s reputation, brand, and customer goodwill in an amount to be proven at trial.

4 **COUNT V - Conversion**
5 **(All Defendants)**

6 98. IGEL incorporates all previous paragraphs as if fully stated herein.

7 99. Border Grill and MGM exercised wrongful dominion over the property of IGEL,
8 including its signs, advertising, and promotional material, when Border Grill employees stripped
9 and threw away all event signage from Border Grill’s location during the DISRUPT Event.

10 100. Due to Border Grill and MGM’s conduct, IGEL suffered damages in an amount to
11 be proven at trial.

12 **COUNT VI - Civil conspiracy**
13 **(All Defendants)**

14 101. IGEL incorporates all previous paragraphs as if fully stated herein.

15 102. Border Grill and MGM intentionally acted to unlawfully breach the contracts and
16 shut down the DISRUPT Event for the purpose of harming IGEL.

17 103. Border Grill and MGM acted in furtherance of this objective by forcing IGEL (a)
18 to modify or remove event features such as the stage, photography and studio space, and event
19 signage; (b) to cease all promotion of the DISRUPT Event on social media; and (c) to shut down
20 the conference.

21 104. Due to Border Grill and MGM’s conduct, IGEL has suffered, or reasonably
22 expects to suffer, damages in an amount to be proven at trial, but which includes no less than (a)
23 contract deposits in the amount of \$29,975; (b) actual costs paid on Sunday, August 26 in the
24 amount of \$30,445.25; (c) hard costs for event signage, gifts, shipping, assembly, staffing,
25 promotion, etc. in excess of \$300,000; (d) lost business in excess of \$3,000,000; and (e) damage
26 to IGEL’s reputation, brand, and customer goodwill in an amount to be proven at trial.

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1 **COUNT VII - Concert of action**

2 **(All Defendants)**

3 105. IGEL incorporates all previous paragraphs as if fully stated herein.

4 106. Pursuant to a common design or plan, Border Grill and MGM acted together to
5 commit the torts of breach of contract, breach of the covenant of good faith and fair dealing,
6 intentional interference with contractual relations, intentional interference with prospective
7 economic advantage, and conversion.

8 107. Due to Border Grill and MGM’s conduct, IGEL has suffered, or reasonably
9 expects to suffer, damages in an amount to be proven at trial, but which includes no less than (a)
10 contract deposits in the amount of \$29,975; (b) actual costs paid on Sunday, August 26 in the
11 amount of \$30,445.25; (c) hard costs for event signage, gifts, shipping, assembly, staffing,
12 promotion, etc. in excess of \$300,000; (d) lost business in excess of \$3,000,000; and (e) damage
13 to IGEL’s reputation, brand, and customer goodwill in an amount to be proven at trial.

14 **COUNT VIII – Declaratory Relief**

15 **(All Defendants)**

16 108. IGEL incorporates all previous paragraphs as if fully stated herein.

17 109. Pursuant to NRS 30.010 et seq., Nevada’s Declaratory Judgment Act, IGEL seeks
18 a declaratory judgment against Defendants.

19 110. A justiciable dispute exists as between IGEL and Defendants as to whether
20 Border Grill had a legitimate basis to terminate and refuse to adhere to the terms of its contracts
21 with IGEL and whether MGM and Border Grill had a legitimate basis to interfere and act as
22 addressed herein.

23 111. A declaration of this Court would resolve the above dispute.

24 112. IGEL seeks a declaration of this Court that Border Grill was not entitled to
25 terminate and refuse to adhere to the terms of its contracts with IGEL, and that there was no
26 justifiable basis for the Defendants to otherwise act in the manner in which the Defendants
27 behaved.

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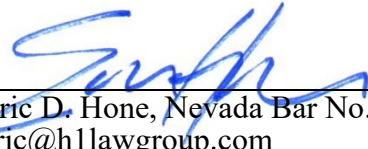
1 **PRAYER FOR RELIEF**

2 WHEREFORE, IGEL prays for the following relief:

- 3 1. For damages in an amount to be proven at trial, but which includes no less than:
- 4 (a) contract deposits in the amount of \$29,975;
- 5 (b) actual costs paid on Sunday, August 26 in the amount of \$30,445.25;
- 6 (c) hard costs for event signage, gifts, shipping, assembly, staffing,
- 7 promotion, etc. in excess of \$300,000;
- 8 (d) lost business in excess of \$3,000,000; and
- 9 (e) damage to IGEL's reputation, brand, and customer goodwill in an amount
- 10 to be proven at trial.
- 11 2. For injunctive relief;
- 12 3. For attorneys' fees and costs as may be recoverable in connection with this suit;
- 13 and,
- 14 4. For such other and further relief as this court deems just and equitable.

15 Dated this 28th day of August 2018.

16 H1 LAW GROUP

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