

1 **MICHAEL W. SANFT, ESQ.**

2 Nevada Bar. No. 8245  
3 SANFT LAW GROUP  
4 520 South Fourth  
5 Las Vegas, Nevada 89101  
6 (702) 384-5563  
7 Attorneys for Defendants

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

8 CAESAR'S WORLD, INC., a Florida  
9 corporation,

**Plaintiff,**

10 vs.

11 MARCEL JULY, an individual; and  
12 OCTAVIUS TOWER, LLC, a Nevada  
13 limited liability company,

**Defendant.**

CASE NO. 2:11-CV-0536 GMN-PAL

**OBJECTION TO PLAINTIFF'S  
MEMORANDUM OF FEES AND COSTS  
IN SUPPORT OF MOTION TO  
COMPEL**

**AND**

**RULE 60(c) MOTION TO SET ASIDE  
ORDER GRANTING SANCTIONS**

14 Defendants Marcel July and Octavius Tower, LLC (hereafter "OTLLC"), by and through  
15 undersigned counsel, herewith objects to Plaintiff's Memorandum of Fees and Costs in Support  
16 of Motion to Compel. Said Defendants further move this Honorable Court to set aside its order  
17 granting sanctions to the Plaintiff against said Defendants, all pursuant to Federal Rule of Civil  
18 Procedure 60(c). This Objection and Motion are supported by the following Memorandum of  
19 Points and Authorities, incorporated by reference herein

20  
21 DATED THIS 18<sup>TH</sup> DAY OF January 2012.

22 SANFT LAW GROUP

23  
24 /s/ Michael W. Sanft  
25 MICHAEL W. SANFT, ESQ.  
26 Nevada Bar. No. 8245  
27 SANFT LAW GROUP  
28 520 South Fourth  
Las Vegas, Nevada 89101  
Attorneys for Defendants

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**MEMORANDUM OF POINTS AND AUTHORITIES**

FACTUAL BACKGROUND

Plaintiff served Defendants each with Interrogatories and requests for document production in September 2011. On or about 28 October 2011, Defendant Octavius Tower LLC (hereafter "OTLLC") submitted its answers to these interrogatories, along with documentary and other evidence in compliance with Caesar's request for document production. As responses to certain interrogatories required reference to other documents not in his possession, Defendant Marcel July did not submit his answers to the same at that time. On 17 November 2011, Plaintiff filed a motion to compel before this Honorable Court requesting the Court's intervention in producing answers to these interrogatories and requesting sanctions in the event of Defendants' noncompliance. A due date of 5 December 2011 was reflected in the court's record. On 1 December 2011, this Honorable Court set Plaintiff's motion to compel for hearing for 19 December 2011.

On 12 December 2011, Plaintiff filed a "Non-opposition to motion to compel," indicating, in substance, that Plaintiff felt Defendants had not observed its duties under the Federal Rules of Civil Procedure to comply with Plaintiff's Interrogatories. In fact, this is not the case. On 3 December 2011, Defendants each submitted answers to their respective interrogatories substantially in compliance both with the interrogatories propounded and did so prior to 5 December 2011. These answers along with some 246 pages of documents in files amounting to more than 704 megabytes of data were submitted to the Plaintiff and mailed for a 5 December 2011 arrival on 3 December 2011 (*see* Exhibit A). This documentary disclosure came in addition to those documents provided as exhibits in Defendant Marcel July's original counterclaim.



1 Sanft's stead; Mr. Nadig was prepared to state substantially the foregoing. However, the time of  
2 the hearing was inadvertently miscommunicated; Mr. Nadig understood the 19 December 2011  
3 hearing to be scheduled for 1:30 p.m. rather than 9 a.m. As a result, Defense counsel  
4 inadvertently failed to appear.

5  
6 Consequently, this Honorable Court found that Defendants waived objection and that  
7 sanctions in the form of attorneys fees arising from Plaintiff's motion to compel were  
8 appropriate. Plaintiffs have submitted a Memorandum indicating their evaluation of its costs and  
9 attorneys fees. Defendants objection is among the purposes of the present writing.

10 A word is appropriate regarding settlement efforts among the parties. Discovery towards  
11 litigation, has not been the only focus among the parties. In fact, discussions in support of  
12 settlement have been ongoing among the parties for some months. At some mutual expense, the  
13 parties attended a mediation on 5 December 2011—coincidentally the due date assigned after  
14 Plaintiff's motion to compel. The results of that mediation were not successful; however, in the  
15 intervening weeks, the parties have come much closer in their evaluations necessary to reach  
16 settlement (*see* Exhibit C evidencing settlement discussions among the parties). Consideration of  
17 the time and expense already allocated to settlement is appropriate because it shows that the  
18 Defendants—indeed all parties—have by no means been idle in processing litigation in this  
19 matter towards resolution. It further shows that the Defendants, contrary to some representations  
20 and implications by Plaintiff, have with limited resources and time apportioned their focus not  
21 merely towards disclosure production, but also towards hopes for settlement in lieu of further,  
22 additional costs associated with litigation.  
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OBJECTION TO PLAINTIFF'S MEMORANDUM OF FEES AND COSTS

Plaintiff's allege in their Memorandum of Fees and costs that they have sustained, and should be owed by Defendants, attorneys fees amounting to some \$23,760.00 attorneys fees and additional costs. The substance of Defendants' objection to Plaintiff's Memorandum is that these costs should be found excessive, not necessarily arising because of any misconduct on the part of the Defendants. Moreover, these fees would be assessed against the Defendants for an alleged failure to meet interrogatory and production demands where, in fact, Defendants had substantially given all they had to the Plaintiffs by 3 December 2011. Defendants therefore ask this Honorable Court to review Plaintiff's Memorandum for the reasonableness of the fees requested relative to Defendants' overall diligent participation in resolving the issues of this case, including not merely the substantial completion of their disclosure, but also their efforts expended in attempting to resolve this case overall by settlement.

MOTION TO SET ASIDE ORDER GRANTING SANCTIONS

In fact, Defendants would ask this Honorable Court to consider setting aside its order granting Plaintiff sanctions and attorneys fees in its entirety. To the extent that this Honorable Court granted such sanctions by default in effect because Defendant did not make an appearance at the 19 December 2011 to offer Defendant's perspective on these matters, the same failure to appear was an operation of inadvertence, mistake, or excusable neglect.

Federal Rule of Civil Procedure 60(c) provides in pertinent part that:

1 On motion and just terms, the court may relieve a party or its legal representative  
2 from a final judgment, order, or proceeding for the following reasons:(1) mistake,  
inadvertence, surprise, or excusable neglect;

3 Rule 60(c) goes on to indicate:

4 A motion under Rule 60(b) must be made within a reasonable time—and for  
5 reasons (1), (2), and (3) no more than a year after the entry of the judgment or  
order or the date of the proceeding.

6 The present motion to set aside the sanctions ordered 19 December 2011 is timely.

7 Moreover, the above circumstances show that Defendants' failure to appear and defend at that  
8 hearing comprise the very meaning of inadvertence, mistake or excusable neglect. Further, to  
9 the extent sanctions were awarded to the Plaintiff because Defendant purportedly has failed in  
10 some respect to make time disclosures, productions, and/or answers to interrogatories,  
11 Defendant was in substantial compliance by 3 December 2011. In fact, given the missing  
12 boxes of documents discussed above, the disclosures Defendant has made of documents and  
13 photographs that came into being prior to 3 December 2011 are probably the only such  
14 disclosures that *will be able* to be made. It is anticipated, as of this writing, that the only  
15 additional disclosures Defendant will seek to make will be of evidence that has come into  
16 being since that date.  
17  
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19  
20 CONCLUSION

21 For the foregoing reasons, the Defendants respectfully request that this Honorable Court  
22 review Plaintiff's Memorandum of Fees and, in fact, set aside its award of sanctions against the  
23 Defendants.  
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# Exhibit

A

=====

WESTRIDGE STATION  
7295 W RUSSELL RD  
LAS VEGAS, NV 89113-9998

12/03/2011 09:00:34 PM

=====

Sales Receipt			
Product	Sale	Unit	Final
Description	Qty	Price	Price
ATLANTA, GA 30309			\$4.95
Zone-7 Priority Mail® FR Env			=====
Issue Postage:			\$4.95
Total:			=====
			\$4.95

Paid by:  
VISA \$4.95  
Account #: XXXXXXXXXXXX5959  
Approval #: 566411  
Transaction #: 128  
23-902170232-99

APC Transaction #: 156  
USPS® #: 314904-9550

Thanks.  
It's a pleasure to serve you.

ALL SALES FINAL ON STAMPS AND POSTAGE.  
REFUNDS FOR GUARANTEED SERVICES ONLY.

EXHIBIT A



# Exhibit

B

7950 N.W. 77 St., Unit C4  
 Medley, FL 33166  
 Tel: 305-406-2214  
 Fax: 305-406-2212  
 E-mail: dispatch@mciff.com  
 MC# 427876 USDOT# 839279



M.C. INTERNATIONAL  
 TRANSPORTATION INC.

DATE:

CARRIER'S B/L

~~Check # 894 125 - Audlan pass~~  
 Old # 1017 4,715.00

PICK UP AND DELIVERY ORDER#

200-25451

TRIP # \_\_\_\_\_ LOAD# \_\_\_\_\_

PICK UP AT	CONSIGNEE	McInt		DELIVER TO	CONSIGNEE	RECIDENCE	
		7950 NW 75 St.				21216 ARGYLE AVE	
		Medley				Port Charlotte	
BILL TO				REFERENCE #			
BOOKING				PORT OF DESTINATION			
RE DEL / REL#				TEMP SETTING		HAZARDOUS <input type="checkbox"/> YES <input type="checkbox"/> NO	
EQUIPMENT SIZE <input type="checkbox"/> 20' <input type="checkbox"/> 40' <input type="checkbox"/> 45' <input type="checkbox"/> 45'				TYPE <input type="checkbox"/> DRY <input type="checkbox"/> REEFER <input type="checkbox"/> HC <input type="checkbox"/> OTHER			
MOVE TYPE	UNIT NO.	AMLU4591451		EMPTY	LOADED	SEAL #	
BT	UNIT NO.	0				SEAL #	
RT	CHASSIS NO.	15-36403				GENSET #	

Received subject to the classification and tariffs in effect on the date of issue of this B/L.

TIME Arrived Shipper \_\_\_\_\_ Left Shipper \_\_\_\_\_ Arrived Consignee \_\_\_\_\_ Left Consignee \_\_\_\_\_

WAITING TIME AT  Shipper \_\_\_\_\_ Hours \_\_\_\_\_ Minutes \_\_\_\_\_  Consignee \_\_\_\_\_ Authorized By \_\_\_\_\_

REMARKS \_\_\_\_\_

**SHIPPER'S CERTIFICATE**  
 I do certify that the above described weights AS USED HEREIN THE WORD "OWNERS" REFERS TO THE BALANCE FROM WHOM CARRIER RECEIVED THE EQUIPMENT DESCRIBED IN THIS BILL OF LADING.

**DECLARED VALUE:**  
 Unless greater value is declared and written in the place provided prior to tender of the shipment to carrier and additional transportation charge of 50 cents (50¢ U.S.) per \$100.00 or fraction thereof of the declared value is paid on the property in the above described trailer or container the shipment moves at a declared value of 50 cents (50¢ U.S.) per pound per article or actual value, whichever is less. The declared value is no more than \$ \_\_\_\_\_ (if no amount entered, the declared value is 50 cents per pound).

**SECTION 7**

Subject to Section 7 of conditions of applicable bill of lading, if the shipment is to be delivered to the consignee without recourse on the consignee, the consignor shall sign and accept the following statement:  
 "The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges"

**PAYMENT OF CHARGES**  
 All charges must be paid within seven (7) days, except C.O.D. and other advance charges which are due on tender of this shipment. Unpaid balances due on this bill of lading for transportation charges, per diem, detention, loss or damage to the equipment shall bear interest at the rate of 1.5% per month. If carrier is required to file a lawsuit to collect transportation or any other applicable costs or charges due on this bill of lading, consignor/consignee shall be liable for the costs of collection including payment of carrier's attorney fees.

**RESPONSIBILITY FOR PER DIEM, DEMURRAGE, OR DETENTION CHARGES**  
 Consignor/Consignee from the time of acceptance of the equipment (including both crates and containers) or trailer described in the bill of lading, from carrier shall be responsible to carrier for all per diem, demurrage, and/or detention charges assessed by whatever source until the equipment is returned to carrier or the owner of the equipment. In the event the equipment is lost, stolen or destroyed while in the possession of the consignor/consignee, said consignor/consignee shall be responsible for all per diem, demurrage, and/or detention charges assessed until the date the consignor/consignee has paid the full amount assessed by the owners for the lost, stolen or destroyed equipment. Consignor/consignee's bailment shall not terminate until it has received a written receipt for the equipment from carrier or owner.

**IN BOND SHIPMENT**  
 Consignor/consignee must advise carrier if shipment is an in-bond movement and furnish necessary documentation for carrier to perform under the bill of lading. Consignor/consignee must also furnish all necessary documents, needed by U.S. Customs concerning any in-bond movement, handled by carrier. Failure to comply with these provisions makes consignor/consignee responsible to carrier for all fines, penalties or other assessments made against carrier by U.S. Customs from the date of shipment because of consignor/consignee's failure to comply with these provisions.

**RESPONSIBILITY FOR LOSS OR DAMAGE TO EQUIPMENT**  
 Consignor/Consignee shall be fully responsible to carrier for any loss or theft, mysterious disappearance or any other failure to return the equipment or damage to equipment (including dross and container(s) or trailer) described in this bill of lading, without regard to cause while this equipment is in the possession of the consignor/consignee. The damage for the loss, theft, mysterious disappearance or other failure to return the equipment shall be the replacement value of said equipment. The damages for repair shall be the owner's actual cost of repair. All cargo received is S.T. - S.T.C. All full, partial or scratched cargo inside the trailer is solely the shipper's responsibility.

**IMPROPER LOADING, OVERWEIGHT AND ADVANCE CHARGES**  
 Unless other wise stated, this shipment moves shipper's load, weight and count. Consignor/consignee shall be responsible for all damage to equipment or their property resulting from improper loading, including excess weight. Consignor/consignee shall be responsible for all fines and/or penalties assessed by any governmental agency because of improper or overweight loading of equipment tendered to carrier. Any such fines or penalties are advance charges payable under this bill of lading in the same manner as a C.O.D. or freight collect shipment.

ISSUED BY \_\_\_\_\_ CARRIER M.C. INTL TRANSPORTATION INC.

DRIVER \_\_\_\_\_

DATE \_\_\_\_\_

DRIVER # 111

Blue - Original See Our Copy  
 Yellow - Accounting  
 Pink - Driver  
 Gold - Customer

EXHIBIT B

# YAHOO! MAIL

Make Y! My Homepage

Search Mail Search Web

WHAT'S NEW INBOX (689) CONTACTS Marcel July / Shippin...

Compose Message Delete Reply Forward Spam Print

See Today's Top Music Videos

- Inbox 113
- Drafts 52
- Sent
- Spam 4
- Trash 9
- Folders +
- Online Contacts

You are signed out of Messenger. Click the M to sign in.

- Facebook Friends
- Applications
- All My Purchases
- Attach Large Files
- Automatic Organizer
- Calendar
- Edit Photos
- Evite

### Marcel July / Shipping date/arrival date.

FROM: M July  
 TO: FRANCESCO  
 CC: mjuly64@yahoo.com

Wednesday, August 11, 2010 2:18 PM

Hide Details

Hello Francesco,  
 I still did not get any date for the delivery of my container.  
 Please send me the date when the container will be at my house via e-mail.  
 Not through the post.

I have to arrange and hire the crew for the unloading and the buliding!  
 Again, here is the delivery/destination address for my Container:  
 Marcel July  
 Luitertweg 4  
 4882 TD - Zundert  
 Netherland/Holland  
 You can contact me by phone at : (+Holland) 627424339

Thank you very much and talk to you later,  
 Marcel July

ANZEIGE

**Der L'TUR Daily Deal**  
 Täglich von 12 - 12Uhr

Restzeit:

19 32 35  
 Std. Min. Sek.

Heute:  
**Gran Canaria**  
 7 Tage, Flug & Hotel  
 Mittelklasse, HP  
**339€**  
 ab

Nix wie weg »

- Sent 4
- Spam 9
- Trash
- Folders +
- Online Contacts M
- You are signed out of Messenger. Click the M to sign in.
- Favorite's Etcetera
- Applications
- All My Purchases
- Attach Large Files
- Automatic Organizer
- Calendar
- Edit Photos
- Evite
- Flickr
- My Cool Fonts
- Notepad
- Stationery
- Unsubscriber

3rd. ATTEMPT WITH NO RESPOND. PLEASE RESPOND TO MY E-MAILS!

Hello Franceso,

I still did not get any date for the delivery of my container.

Please send me the date when the container will be at my house via e-mail.

Not trough the post.

I have to arange and hire the crew for the unloading and the building!

Questions:

When does the container arieve at the port?

Who is the crate forwarder/Trucking company(Name/Address?contact

Person?) who delivers the Container to my house?

Did you make sure that this time the container will be ground set for

unloading?

Again, here is the delivery/destination address for my Container:

Marcel July

Luitertweg 4

4882 TD - Zundert

Netherland/Holland

You can contact me by phone at : (+Holland) 627424339

Let me know what is going on I am starting to get upset.  
Marcel July

Reply to Il July

Send

- Delete
- Reply
- Forward
- Spam
- Print
- Settings
- Reply



Jetzt **100€** sparen

~~599€~~

**NUR 499€**

Everybody On **hp**



- My Cool Fonts
- Notepad
- Stationery
- Unsubscriber



Booking Number: 298310  
 REF.Number: B17409  
 Unit Number: AMLU 459145-1  
 Chassis Number: ANTZ 6165-F  
 SEAL Number: 201-105-0

I am sure that additional cost/fees will apply. Please send me detail price quote as soon as possible with your Bank information and wire transfer information for immediate payment.

My Container should arrive here in Puerto Plata/Sosusa next week Thursday. I hope that the container is not on its way to the Dominican Republic already. If so, please make sure that the container will be re-directed to the Port in Amsterdam/Holland immediately and does NOT go through customs here in the Dominican Republic. Please clear customs in Holland/Europe for me if possible. I can wire the cost to you asap or I also can pay you with my credit card. I do apologize for any inconvenience and hope that you are able to get the container safe and sound to Europe without any further problems. Please confirm this e-mail to me at (mjujy64@yahoo.com) as soon as possible.

If you have any question, please feel free to call me here on Puerto Plata on my cell phone number: 829-303-2222  
 I like to thank you very much in advance,  
 Marcel July

P.S.  
 I will leave the Dominican Republic on Friday and I will be back in Holland on



EXH. 817 B

- Applications
- All My Purchases
- Attach Large Files
- Automatic Organizer
- Calendar
- Edit Photos
- Edit
- Flickr
- My Cool Fonts
- Notepad
- Stationery
- Unsubscriber



To: Francesco <francesco@nicell.com>  
 Sent: Monday, September 6, 2010 11:58 PM  
 Subject: There Are Missing Boxes From The Container!!!

Hello Francesco,  
 The container finally is here.  
 Like I already told you on the phone, here is what I have now.  
 1: Who ever you hired to reload the container from the one i loaded to the one that came today did a cracker ass job.  
 Half my stuff is BROKEN. Why would you put a 500lbs jet ski on a box of electronics?  
 Several Speakers and 2 Lasers are damaged. I am not sure if this can be fixed.  
 My jet skis are scratched and now need to be re-gel coded. My sons motorcycle is also scratched to hell, will cost me a small fortune to repaint and replace the plastic fairing that was broken.  
 2: There are also about 5 boxes with very important documents missing. All the other boxes were opened so who knows what your people stole from me.  
 Who pays for the damages on the bike and jetski? For what did I pay the additional 500 dollars? You told me that my goods will be professional re-loaded very careful into the other container. What to hell is wrong with you?  
 Now I spend 500 bucks for your 25 years of experience in re-loading containers and what I get is missing boxes, boxes who are opened and damages on almost everything what we have loaded very well?  
 Hiding does not work.  
 Pick up the phone and give me a call.  
 Marcel



Exhibit

C

bruces

**From:** M July [mjuly64@yahoo.com]  
**Sent:** Monday, September 19, 2011 2:55 PM  
**To:** bruces  
**Subject:** Fw: M.July/ Settlement Proposal letter to Mr. Loveman & Mr. Donovan/Octavius Tower

----- Forwarded Message -----

**From:** "Stewart, David" <David.Stewart@alston.com>  
**To:** M July <mjuly64@yahoo.com>  
**Cc:** "C.Kaldenhoff@prikalneg.de" <C.Kaldenhoff@prikalneg.de>  
**Sent:** Sunday, September 18, 2011 8:35 PM  
**Subject:** RE: M.July/ Settlement Proposal letter to Mr. Loveman & Mr. Donovan/Octavius Tower

Mr. July: The delay is my fault as I was out of the office and tied up in other matters all last week. The delay therefore does not reflect any lack of desire on my client's part to engage in settlement discussions with you, which they are. I sent my client an email yesterday about your communication, but I doubt they have gotten it yet. I expect I will hear back from them tomorrow, and I will revert to you then. I can assure you that my client feels the same as you that, if the matter is going to settle, it would be better if it settles sooner rather than later.

Sincerely,

David J. Stewart | Alston & Bird LLP  
 One Atlantic Center | 1201 West Peachtree Street | Atlanta, GA 30309  
 Phone: 404-881-7952 | Fax: 404-253-8381 | Email: [david.stewart@alston.com](mailto:david.stewart@alston.com)

**From:** M July [mailto:mjuly64@yahoo.com]  
**Sent:** Sunday, September 18, 2011 11:53 AM  
**To:** Stewart, David  
**Cc:** C.Kaldenhoff@prikalneg.de  
**Subject:** M.July/ Settlement Proposal letter to Mr. Loveman & Mr. Donovan/Octavius Tower

September 18, 2011  
 From: Marcel July

To:  
 David J. Stewart  
 Alston & Bird, LLP  
 One Atlantic Center  
 1201 West Peachtree Street  
 Atlanta, GA 30309-3424

Mr. Stewart,

I, nor my Attorney, Christian Kaldenhoff, have received any response from you regarding my email of September 10, 2011. However, I received a copy of the email Caesars is sending to their customers announcing the opening of the Octavius Tower in January 2012. This, by the way, is another direct infringement on my Trade and Service Marks.

Therefore, I have concluded that Caesars does not wish to propose a settlement, and so I will go

12/20/2011



forward with the Court Case and the other items outlined in my recent letter to Mr. Loveman and Mr. Donovan.

Regards,

Marcel July  
OCTAVIUS TOWER  
e-mail: [mjuly64@yahoo.com](mailto:mjuly64@yahoo.com)  
Phone: (+49) 175-854-1251

**From:** M July <[mjuly64@yahoo.com](mailto:mjuly64@yahoo.com)>  
**To:** "david.stewart@alston.com" <[david.stewart@alston.com](mailto:david.stewart@alston.com)>  
**Sent:** Sunday, September 11, 2011 5:47 PM  
**Subject:** M.July/ Settlement Proposal letter to Mr. Loveman & Mr. Donovan/Octavius Tower

September 10, 2011

David J. Stewart  
Alston & Bird, LLP  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta , GA 30309-3424

Sent Via E-Mail: [david.stewart@alston.com](mailto:david.stewart@alston.com)

*Re: Octavius Tower*

Mr. Stewart,

My Las Vegas Attorney, Mike Sanft, has informed me of a request by you to contact me directly regarding the Settlement Proposal letter I sent to Mr. Loveman and Mr. Donovan.

Mr. Sanft is not authorized to have any settlement discussions on this matter, as was indicated in the above referenced Settlement Proposal letter. His purview is only dealing with your court case. He has been instructed to refer all such Settlement inquires to my attorney in Germany , Mr. Christian Kaldenhoff.

I believe you have Mr. Kaldenhoff's contact information, and if you wish to make a Settlement Proposal within the additional seven (7) business days timeframe you discussed with Mr. Sanft, please do so with Mr. Kaldenhoff by calling his office.

In the event you want to have a private conversation with me, and not involve any of my attorneys, you can contact me at the above email address.

Again, time is of the essence.

Regards,

Marcel July

12/20/2011

\*\*\*\*\* IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS and other taxing authorities, we inform you that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed on any taxpayer or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. \_\_\_\_\_ NOTICE: This e-mail message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by telephone (404-881-7000) or by electronic mail (postmaster@alston.com), and delete this message and all copies and backups thereof. Thank you.

bruces

---

**From:** Christian Kaldenhoff [c.kaldenhoff@prikalneg.de]  
**Sent:** Monday, October 17, 2011 1:58 AM  
**To:** mjuly64@yahoo.com; 'bruces'  
**Subject:** WG: Caesars v. July

---

**Von:** Stewart, David [mailto:David.Stewart@alston.com]  
**Gesendet:** Sonntag, 16. Oktober 2011 20:28  
**An:** 'c.kaldenhoff@prikalneg.de'  
**Betreff:** Caesars v. July

Christian:

I have been out of town and just got your fax. I'm heading out again, but it would help me if you would have your assistant email me instead of fax me because I will then get your communications more quickly.

Through our local counsel in Las Vegas, we have been looking for mediators that we believe will be acceptable to both sides and that would have near term availability to meet with the parties. I expect to have an answer for you tomorrow, along with further responses to your email regarding the structure and participants at the mediation.

Regards,

David

**David J. Stewart | Alston & Bird LLP**  
One Atlantic Center | 1201 West Peachtree Street | Atlanta, GA 30309  
Phone: 404-881-7952 | Fax: 404-253-8381 | Email: [david.stewart@alston.com](mailto:david.stewart@alston.com)

\*\*\*\*\* IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS and other taxing authorities, we inform you that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed on any taxpayer or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

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12/20/2011

**bruces**

---

**From:** Christian Kaldenhoff [c.kaldenhoff@prikalneg.de]  
**Sent:** Tuesday, September 20, 2011 9:09 AM  
**To:** mjuly64@yahoo.com; bruces@frontiernet.net  
**Subject:** Octavius tower

Mr. Stewart,

Yes, there is a 6 hour time difference from your area to Germany .

We are pleased to hear that your client is finally ready to settle this matter.

Unfortunately, our client still resides here in Europe and, therefore, is unable to attend any one-on-one meetings in the U.S. at this time. Although, if you wish to meet here in Germany, we would be happy to do so. Otherwise, any settlement proposal that your client wishes to make will have to be transmitted to our office for consideration by our client. We would advise that your clients send their proposal posthaste as indicated in our client's correspondence to your client.

Again, We remind you, Mr. Sanft is not a party to settlement conversations.

We look forward to your proposal.

Christian Kaldenhoff  
Rechtsanwalt

PRIBILLA KALDENHOFF NEGM  
RECHTSANWÄLTE

ANWALTSKANZLEI - GÖBENSTRASSE 3 - 50672 KÖLN

David J. Stewart  
Alston & Bird, LLP  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, GA 30309-3424  
U.S.A

Via Fax: 001404 881 7777  
Via Mail: David.Stewart@alston.com

DR. JUR. HANS PRIBILLA II (1940-1995)  
CHRISTIAN KALDENHOFF  
SAMI NEGM-AWAD  
AMIN NEGM-AWAD

Tel.: 0221 / 515263  
Tel.: 0221 / 8606060  
Fax: 0221 / 5101145  
Email: c.kaldenhoff@prikalneg.de  
http: www.PriKalNeg.de  
LG - Fach: K 1551

Unser Zeichen: 43/11KC06

Datum: 03.11.2011

**July J. Octavius Tower**

Dear Mr. Stewart,

After further discussion with our client, Marcel July, we have come to the conclusion that your client, Caesars, is not really serious about scheduling or attending any meetings or mediation on this matter.

Therefore, our client decision is to give your client's until midnight (European Standard Time) this Monday, November 7<sup>th</sup>, to:

- Set a firm date and a time for a meeting.
- Inform us as to where said meeting will take place.
- Inform us as to who will be representing your client's side; and their capacity and authority to negotiate this matter.

If we do not hear from you, and if no meeting is set by this Monday, then we will go back to our original plan and settle this matter in the Courts.

With kindly regards

i.A. Elina Tenzer

bruces

---

**From:** Christian Kaldenhoff [c.kaldenhoff@prikalneg.de]  
**Sent:** Wednesday, October 19, 2011 6:35 AM  
**To:** mjuly64@yahoo.com; 'bruces'  
**Subject:** WG:

---

**Von:** Stewart, David [mailto:David.Stewart@alston.com]  
**Gesendet:** Mittwoch, 19. Oktober 2011 03:28  
**An:** Christian Kaldenhoff  
**Cc:** sanftlawgroup@mac.com; Jim Boyle; Sand, Nadya  
**Betreff:** RE:

Christian:

In response to your letter from yesterday, we have consistently indicated to you and Michael that what we are interested in is mediation, and the parties jointly represented to the court that they intended to pursue mediation. We continue to believe that this case can and should be settled, but we do not believe it can be settled without lawyers present to discuss the relevant legal issues and a mediator to help the parties bridge the gap between their respective positions. We are not interested in settlement discussion other than in a mediation format. Understanding that this is not acceptable to your client, we intend to move forward with the case. Discovery responses to our first document requests and interrogatories to Mr. July and Octavius Tower, LLC are now past due. Please provide complete responses by the end of this week.

Sincerely,

**David J. Stewart | Alston & Bird LLP**  
One Atlantic Center | 1201 West Peachtree Street | Atlanta, GA 30309  
Phone: 404-881-7952 | Fax: 404-253-8381 | Email: [david.stewart@alston.com](mailto:david.stewart@alston.com)

---

**From:** Christian Kaldenhoff [mailto:c.kaldenhoff@prikalneg.de]  
**Sent:** Tuesday, October 18, 2011 4:51 AM  
**To:** Stewart, David  
**Subject:**

Mr. Stewart,

we will allow this final delay. We expect to hear from you on Friday of this week with a plan to meet either in Las Vegas or here in Germany. In the event this is all too complicated, you can choose to send Caesars proposal via email to our office.

Regards,

Christian Kaldenhoff  
Attorney at law

\*\*\*\*\* IRS Circular 230  
disclosure: To ensure compliance with requirements imposed by the IRS and other taxing

12/20/2011

authorities, we inform you that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed on any taxpayer or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

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http: www.PriKalNeg.de  
LG - Fach: K 1551

Unser Zeichen: 43/11KC06

Datum: 26.10.2011

July J. Octavius Tower

Dear Mr. Stewart,

When we read the Amended Discovery Plan and Scheduling Order filed with the Court on 12 September 2011, it stipulates, in part: "the parties recently agreed to mediation or other formal settlement discussions". Therefore, we believed that discussions "outside" of mediation were an option also agreed to.

As we stated before, we do not understand the need for a Mediator, but it appears your client insists on having this format for the initial discussions. Therefore, we have instructed Marcel's Attorney, Mike Sanft to contact you to get the meeting scheduled with the Mediator.

Please get this meeting scheduled and let us know the dates and times keeping in mind the nine-hour time difference between Las Vegas and Germany.

With kindly regards

Christian Kaldenhoff  
Attorney at Law



bruces

---

**From:** Christian Kaldenhoff [c.kaldenhoff@prikalneg.de]  
**Sent:** Thursday, October 27, 2011 5:28 AM  
**To:** 'bruces'; mjuly64@yahoo.com  
**Subject:** WG: Octavius Tower

---

**Von:** Stewart, David [mailto:David.Stewart@alston.com]  
**Gesendet:** Donnerstag, 27. Oktober 2011 01:49  
**An:** 'c.kaldenhoff@prikalneg.de'  
**Cc:** Sand, Nadya; sanftlawgroup@mac.com  
**Betreff:** Octavius Tower

Christian:

Thank for your letter of earlier today. If we mediate now, it will require that the parties pay the mediator. Is your client willing to pay for half the mediator's fees? I don't know if Caesars will be willing to agree to mediate now even if your client agrees to pay half the mediator's fee, but Caesars certainly will not consider it if he does not. The court has ordered mediation to take place at the close of discovery, and that is what we are looking toward now. In the interim, and unless we reach a formal agreement to mediate, we intend to continue with discovery and look forward to receiving your client's responses to our document requests and interrogatories by the end of the week.

Regards,

**David J. Stewart | Alston & Bird LLP**  
One Atlantic Center | 1201 West Peachtree Street | Atlanta, GA 30309  
Phone: 404-881-7952 | Fax: 404-253-8381 | Email: [david.stewart@alston.com](mailto:david.stewart@alston.com)

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http: www.PriKalNeg.de  
LG - Fach: K 1551

Unser Zeichen: 43/11KC06

Datum: 28.10.2011

**July J. Octavius Tower**

Dear Mr. Stewart,

Yes, of course we agree to pay our half of the Mediators fees. This is also typical here in Europe. Would you please advise what those fees will be, so we can forward funds to Mr. Sanft.

With kindly regards

Christian Kaldenhoff  
Attorney at Law

bruces

**From:** Christian Kaldenhoff [c.kaldenhoff@prikalneg.de]  
**Sent:** Friday, November 04, 2011 4:55 AM  
**To:** mjuly64@yahoo.com; bruces@frontiernet.net  
**Subject:** WG: Mediation - Caesars v. Marcel July and Octavius Tower LLC

**Von:** Sand, Nadya [mailto:Nadya.Sand@alston.com]  
**Gesendet:** Freitag, 4. November 2011 01:56  
**An:** c.kaldenhoff@prikalneg.de  
**Cc:** Jim Boyle; Stewart, David; sanftlawgroup@mac.com; fyrdncr2@mac.com; e.tenzer@prikalneg.de  
**Betreff:** Mediation - Caesars v. Marcel July and Octavius Tower LLC

Christian,

It took a few days to obtain mediator fees and availability, but we have been able to gather the relevant information. Judge Hagen is available to mediate this case on November 21, 2011, as are we. Please let us know as soon as possible whether this date is acceptable to you and your clients, and we will confirm Judge Hagen for that date. Judge Hagen's bio is located at <http://www.jamsadr.com/professionals/xpqProfDet.aspx?xpST=ProfessionalDetail&professional=1156&ajax=no>. The mediation will take place at JAMS (the entity that provides the mediator), which is located at 2300 W. Sahara Ave., Suite 900, Las Vegas, NV 89102.

With regard to fees, Judge Hagen charges \$500/hour for mediation, with a half day minimum (\$2,000 minimum). He also charges a case management fee of \$175 per party per day, and a two hour preparation fee per party (\$1000 per party), which covers his reviewing the parties' mediation statements. At the time we submit the agreement to mediate, the half-day minimum, case management, and two hour preparation fees are due. Accordingly, each party must pay **\$2,175** prior to mediation.

Mediation statements are due seven days prior to mediation. If we retain Judge Hagen, his office will send us details regarding the format of the mediation statements.

Please let us know whether we should proceed to book Judge Hagen for November 21.

Nadya

**Nadya Munasifi, Esq.**  
 Alston & Bird LLP  
 1201 West Peachtree Street  
 Atlanta, Georgia 30309-3424  
 (404) 881-4565 Direct  
 (404) 253-8215 Fax  
 nadya.munasifi@alston.com  
[www.alston.com](http://www.alston.com)

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Tim Bennett

--- On Tue, 11/8/11, Sand, Nadya <[Nadya.Sand@alston.com](mailto:Nadya.Sand@alston.com)> wrote:

From: Sand, Nadya <[Nadya.Sand@alston.com](mailto:Nadya.Sand@alston.com)>  
Subject: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC  
To: "Tim Bennett" <[timrodriguezbenett@yahoo.com](mailto:timrodriguezbenett@yahoo.com)>  
Date: Tuesday, November 8, 2011, 6:09 PM

Timothy,

I forgot to ask on our call earlier today whether you have had a chance to find out whether mediation on November 21 works for you and your clients.

Have a good evening,

Nadya

**From:** Tim Bennett [<mailto:timrodriguezbenett@yahoo.com>]  
**Sent:** Monday, November 07, 2011 6:40 PM  
**To:** Sand, Nadya  
**Subject:** Re: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC

Got it, Nadya, thank you!

--- On Mon, 11/7/11, Sand, Nadya <[Nadya.Sand@alston.com](mailto:Nadya.Sand@alston.com)> wrote:

From: Sand, Nadya <[Nadya.Sand@alston.com](mailto:Nadya.Sand@alston.com)>  
Subject: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC  
To: "timothy.bennett@webmail.azbar.org" <[timothy.bennett@webmail.azbar.org](mailto:timothy.bennett@webmail.azbar.org)>  
Date: Monday, November 7, 2011, 4:31 PM

---

**From:** Sand, Nadya  
**Sent:** Thursday, November 03, 2011 8:56 PM

1/3/2012

To: 'c.kaldenhoff@prikalneg.de'  
Cc: 'Jim Boyle'; Stewart, David; [sanftlawgroup@mac.com](mailto:sanftlawgroup@mac.com); 'fyrdncr2@mac.com'; 'e.tenzer@prikalneg.de'  
Subject: Mediation - Caesars v. Marcel July and Octavius Tower LLC

Christian,

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[www.alston.com](http://www.alston.com)

bruces

---

**From:** Tim Bennett [timrodriguezbenett@yahoo.com]  
**Sent:** Friday, November 11, 2011 11:10 AM  
**To:** Mike Sanft; Bruce Stokes  
**Subject:** Fw: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC

--- On Thu, 11/10/11, Sand, Nadya <Nadya.Sand@alston.com> wrote:

From: Sand, Nadya <Nadya.Sand@alston.com>  
Subject: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC  
To: "Tim Bennett" <timrodriguezbenett@yahoo.com>  
Date: Thursday, November 10, 2011, 5:03 PM

Thanks, Tim

I am checking with Caesars on its availability from November 29-December 9 for mediation. Also, I understand that Marcel July is agreeable to paying half of the mediation fees. Please confirm by response email that my understanding is correct.

Regards,

Nadya

**From:** Tim Bennett [mailto:timrodriguezbenett@yahoo.com]  
**Sent:** Tuesday, November 08, 2011 8:46 PM  
**To:** Sand, Nadya  
**Subject:** RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC

Hi Nadya,

I just confirmed with Mike Sanft that he has a scheduling conflict throughout the 21st. I also have a conflict, specifically that I'll be in Mohave County, Arizona for a criminal case. My presence is probably pretty irrelevant whenever mediation occurs; it's one thing to talk over calendaring and procedural issues with other counsel, another to give a client advice during mediation, and Mike is counsel of record. I think his indication of his availability from the Nov. 29th-Dec. 9 remains valid.

Thanks, Nadya, for working with us. Have a good evening!

1/3/2012

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**Date:** Monday, November 7, 2011, 4:31 PM

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**From:** Sand, Nadya  
**Sent:** Thursday, November 03, 2011 8:56 PM  
**To:** 'c.kaldenhoff@prikalneg.de'  
**Cc:** 'Jim Boyle'; Stewart, David; [sanftlawgroup@mac.com](mailto:sanftlawgroup@mac.com); 'fyrdncr2@mac.com'; 'e.tenzer@prikalneg.de'  
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Christian,

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Subject: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC  
To: "Tim Bennett" <[timrodriguezbenett@yahoo.com](mailto:timrodriguezbenett@yahoo.com)>  
Date: Tuesday, November 8, 2011, 6:09 PM

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From: Sand, Nadya <[Nadya.Sand@alston.com](mailto:Nadya.Sand@alston.com)>  
Subject: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC  
To: "Tim Bennett" <[timrodriguezbenett@yahoo.com](mailto:timrodriguezbenett@yahoo.com)>  
Date: Friday, November 11, 2011, 3:08 PM

Hi Tim,

If the parties are able to schedule a mediation soon, we would like to schedule the mediation before scheduling the deposition. If mediation is successful and the parties are able to settle their dispute, Mr. July will not have to travel to Las Vegas for a deposition. If you are able to confirm something on the payment from Mr. July, I will simultaneously work on confirming the mediator's availability.

Regards,

Nadya

From: Tim Bennett [<mailto:timrodriguezbenett@yahoo.com>]  
Sent: Friday, November 11, 2011 1:27 PM  
To: Sand, Nadya  
Subject: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC

Hi Nadya,

I'll try to confirm something on that. I think Marcel has been more focused on trying to get to Las Vegas for a deposition. Do you know if Dec. 7th-9th will work out?

Tim Bennett

--- On Thu, 11/10/11, Sand, Nadya <[Nadya.Sand@alston.com](mailto:Nadya.Sand@alston.com)> wrote:

From: Sand, Nadya <[Nadya.Sand@alston.com](mailto:Nadya.Sand@alston.com)>  
Subject: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC  
To: "Tim Bennett" <[timrodriguezbenett@yahoo.com](mailto:timrodriguezbenett@yahoo.com)>  
Date: Thursday, November 10, 2011, 5:03 PM

Thanks, Tim

bruces

---

**From:** Tim Bennett [timrodriguezbenett@yahoo.com]  
**Sent:** Monday, November 14, 2011 7:52 PM  
**To:** Bruce Stokes; Mike Sanft  
**Subject:** Fw: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC

--- On Mon, 11/14/11, Sand, Nadya <Nadya.Sand@alston.com> wrote:

From: Sand, Nadya <Nadya.Sand@alston.com>  
Subject: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC  
To: "Tim Bennett" <timrodriguezbenett@yahoo.com>  
Date: Monday, November 14, 2011, 4:23 PM

Thanks, Tim

Judge Hagen is available on December 5 to mediate this case. I will touch base with you soon about what we need to do to confirm that date with Judge Hagen.

Regards,

Nadya

**From:** Tim Bennett [mailto:timrodriguezbenett@yahoo.com]  
**Sent:** Monday, November 14, 2011 1:45 PM  
**To:** Sand, Nadya  
**Subject:** RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC

Hi Nadya,

Yes, I can confirm that Marcel will be paying for half of the mediation costs. I think those dates I indicated earlier will still work as far as both the mediation and the deposition.

Thanks!

Tim

--- On Fri, 11/11/11, Sand, Nadya <Nadya.Sand@alston.com> wrote:

1/3/2012

**Subject:** Re: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC

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**Date:** Monday, November 7, 2011, 4:31 PM

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**From:** Sand, Nadya  
**Sent:** Thursday, November 03, 2011 8:56 PM  
**To:** 'c.kaldenhoff@prikalneg.de'  
**Cc:** 'Jim Boyle'; Stewart, David; [sanftlawgroup@mac.com](mailto:sanftlawgroup@mac.com); 'fyrdncr2@mac.com'; 'e.tenzer@prikalneg.de'  
**Subject:** Mediation - Caesars v. Marcel July and Octavius Tower LLC

Christian,

It took a few days to obtain mediator fees and availability, but we have been able to gather the relevant information. Judge Hagen is available to mediate this case on November 21, 2011, as are we. Please let us know as soon as possible whether this date is acceptable to you and your clients, and we will confirm Judge Hagen for that date. Judge Hagen's bio is located at <http://www.jamsadr.com/professionals/xpqProfDet.aspx?xpST=ProfessionalDetail&professional=1156&ajax=no>. The mediation will take place at JAMS (the entity that provides the mediator), which is located at 2300 W. Sahara Ave., Suite 900, Las Vegas, NV 89102.

With regard to fees, Judge Hagen charges \$500/hour for mediation, with a half day minimum (\$2,000 minimum). He also charges a case management fee of \$175 per party per day, and a two hour preparation fee per party (\$1000 per party), which covers his reviewing the parties' mediation statements. At the time we submit the agreement to mediate, the half-day minimum, case management, and two hour preparation fees are due. Accordingly, each party must pay **\$2,175** prior to mediation.

Mediation statements are due seven days prior to mediation. If we retain Judge Hagen, his office

1/3/2012

dispute, Mr. July will not have to travel to Las Vegas for a deposition. If you are able to confirm something on the payment from Mr. July, I will simultaneously work on confirming the mediator's availability.

Regards,

Nadya

**From:** Tim Bennett [<mailto:timrodriguezbenett@yahoo.com>]  
**Sent:** Friday, November 11, 2011 1:27 PM  
**To:** Sand, Nadya  
**Subject:** RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC

Hi Nadya,

I'll try to confirm something on that. I think Marcel has been more focused on trying to get to Las Vegas for a deposition. Do you know if Dec. 7th-9th will work out?

Tim Bennett

--- On **Thu, 11/10/11, Sand, Nadya** <[Nadya.Sand@alston.com](mailto:Nadya.Sand@alston.com)> wrote:

From: Sand, Nadya <[Nadya.Sand@alston.com](mailto:Nadya.Sand@alston.com)>  
Subject: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC  
To: "Tim Bennett" <[timrodriguezbenett@yahoo.com](mailto:timrodriguezbenett@yahoo.com)>  
Date: Thursday, November 10, 2011, 5:03 PM

Thanks, Tim

I am checking with Caesars on its availability from November 29-December 9 for mediation. Also, I understand that Marcel July is agreeable to paying half of the mediation fees. Please confirm by response email that my understanding is correct.

Regards,

Nadya

Subject: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC  
To: "Tim Bennett" <[timrodriguezbenett@yahoo.com](mailto:timrodriguezbenett@yahoo.com)>  
Date: Monday, November 14, 2011, 4:23 PM

Thanks, Tim

Judge Hagen is available on December 5 to mediate this case. I will touch base with you soon about what we need to do to confirm that date with Judge Hagen.

Regards,

Nadya

From: Tim Bennett [<mailto:timrodriguezbenett@yahoo.com>]  
Sent: Monday, November 14, 2011 1:45 PM  
To: Sand, Nadya  
Subject: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC

Hi Nadya,

Yes, I can confirm that Marcel will be paying for half of the mediation costs. I think those dates I indicated earlier will still work as far as both the mediation and the deposition.

Thanks!

Tim

--- On Fri, 11/11/11, Sand, Nadya <[Nadya.Sand@alston.com](mailto:Nadya.Sand@alston.com)> wrote:

From: Sand, Nadya <[Nadya.Sand@alston.com](mailto:Nadya.Sand@alston.com)>  
Subject: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC  
To: "Tim Bennett" <[timrodriguezbenett@yahoo.com](mailto:timrodriguezbenett@yahoo.com)>  
Date: Friday, November 11, 2011, 3:08 PM

Hi Tim,

If the parties are able to schedule a mediation soon, we would like to schedule the mediation before scheduling the deposition. If mediation is successful and the parties are able to settle their

bruces

**From:** Tim Bennett [timrodriguezbenett@yahoo.com]  
**Sent:** Thursday, November 17, 2011 2:59 PM  
**To:** Bruce Stokes; Mike Sanft  
**Subject:** Fw: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC  
**Attachments:** SKMBT\_C28011111513480.pdf

--- On Tue, 11/15/11, Sand, Nadya <Nadya.Sand@alston.com> wrote:

From: Sand, Nadya <Nadya.Sand@alston.com>  
 Subject: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC  
 To: "Tim Bennett" <timrodriguezbenett@yahoo.com>  
 Date: Tuesday, November 15, 2011, 3:15 PM

Hi Tim,

If December 5, 2011, continues to work for your client for mediation, please complete the attached mediation form. If that date does not work, please let me know as soon as possible so that I can inform JAMS that the parties cannot mediate that day.

Regards,

Nadya

**From:** Tim Bennett [mailto:timrodriguezbenett@yahoo.com]  
**Sent:** Monday, November 14, 2011 9:53 PM  
**To:** Sand, Nadya  
**Subject:** RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC

Thanks, Nadya, I've let everyone this direction know about the availability of the 5th. Hopefully I should know something by tomorrow (Tuesday).

Tim

--- On Mon, 11/14/11, Sand, Nadya <Nadya.Sand@alston.com> wrote:

From: Sand, Nadya <Nadya.Sand@alston.com>



**From:** Tim Bennett [<mailto:timrodriguezbenett@yahoo.com>]  
**Sent:** Tuesday, November 08, 2011 8:46 PM  
**To:** Sand, Nadya  
**Subject:** RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC

Hi Nadya,

I just confirmed with Mike Sanft that he has a scheduling conflict throughout the 21st. I also have a conflict, specifically that I'll be in Mohave County, Arizona for a criminal case. My presence is probably pretty irrelevant whenever mediation occurs; it's one thing to talk over calendaring and procedural issues with other counsel, another to give a client advice during mediation, and Mike is counsel of record. I think his indication of his availability from the Nov. 29th-Dec. 9 remains valid.

Thanks, Nadya, for working with us. Have a good evening!

Tim Bennett

--- On Tue, 11/8/11, Sand, Nadya <[Nadya.Sand@alston.com](mailto:Nadya.Sand@alston.com)> wrote:

From: Sand, Nadya <[Nadya.Sand@alston.com](mailto:Nadya.Sand@alston.com)>  
Subject: RE: FW: Mediation - Caesars v. Marcel July and Octavius Tower LLC  
To: "Tim Bennett" <[timrodriguezbenett@yahoo.com](mailto:timrodriguezbenett@yahoo.com)>  
Date: Tuesday, November 8, 2011, 6:09 PM

Timothy,

I forgot to ask on our call earlier today whether you have had a chance to find out whether mediation on November 21 works for you and your clients.

Have a good evening,

Nadya

**From:** Tim Bennett [<mailto:timrodriguezbenett@yahoo.com>]  
**Sent:** Monday, November 07, 2011 6:40 PM  
**To:** Sand, Nadya