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6 Attorneys for PLAYLV GAMING OPERATIONS, LLC

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8 **UNITED STATE DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

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11 PLAYLV GAMING OPERATIONS ,  
12 LLC, a Nevada limited liability  
company,

13 **Plaintiffs,**

14 vs.

15 HANCO, INC., an Indiana corporation,  
16 DOES 1-10, individuals, inclusive and  
17 ROE ENTITIES S 1-10, inclusive.

18 **Defendants.**

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Case No.: \_\_\_\_\_

**COMPLAINT**

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COMES NOW, PLAYLV GAMING OPERATIONS, LLC

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("PlayLV"), by and through their attorneys of record the Law Offices of Jacob  
22 Hafter & Associates, P.C., and for cause of action against Defendant HANCO,  
23 INC. ("Hanco"), hereby complains and alleges as follows:

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**PARTIES**

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1. At all relevant times hereto, Plaintiff PlayLV was and is doing  
26 business in Nevada as a limited liability company domiciled in Nevada.

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28





1 (“The Plaza”). See Sales Order Nos. 037895 and 37896, attached and  
2 incorporated herein as Exhibits “A” and “B”.

3 12. The total value of the contracts was approximately \$198,039.20,  
4 including tax, freight and miscellaneous.

5 13. PlayLV accepted the offers and provided funds in the amount of  
6 \$110,637 (“Deposit”).

7 14. The remaining balance is \$87,402.20 (“Total Balance Remaining”)

8 15. The delivery date was set for August 22, 2011.

9 16. Hanco retained the money and failed to tender the Chairs.

### 10 **FIRST CAUSE OF ACTION**

#### 11 **Breach of Contract**

12 17. Plaintiff repeats and realleges the allegations contained above as if  
13 fully set forth herein.

14 18. Hanco entered into a contract with PlayLV.

15 19. PlayLV performed under the contract.

16 20. Hanco failed to tender the goods and services due and owing under the  
17 contract.

18 21. As such, Hanco breached the contract with PlayLV.

19 22. As a direct result of Hanco’s breach, Plaintiff has suffered damages,  
20 including the following:

- 21 a. Loss of consideration paid by PlayLV;
- 22 b. Costs in seeking replacement chairs; and
- 23 c. Fees and costs of collection of monies paid.

24 23. Plaintiff requests judgment against Hanco for the following relief:

- 25 a. Compensatory damages;
- 26 b. Consequential damages;
- 27 c. Declaratory relief;

- 1 d. Preliminary injunctive relief; and  
2 e. Attorneys' fees and costs incurred pursuant to N.R.S. § 18.010.

3 **SECOND CAUSE OF ACTION**

4 **Unjust Enrichment**

5 24. Plaintiff repeats and realleges the allegations contained above as if  
6 fully set forth herein.

7 25. Plaintiff paid Defendant the Deposit in the amount of \$110,637.

8 26. Defendant failed to satisfy its obligations to Plaintiff.

9 27. Plaintiff had a reasonable expectation of being compensated in full  
10 under the terms of the Representation Agreement and Defendant would have  
11 been unjustly enriched should he be permitted to retain the benefits of said  
12 agreement without tendering payment in full to PlayLV.

13 28. As a direct result of Hanco's breach, Plaintiff has suffered damages,  
14 including the following:

- 15 a. Loss of funds paid by PlayLV;  
16 b. Costs in seeking replacement chairs; and  
17 c. Fees and costs of collection of monies paid.

18 29. Plaintiff requests judgment against Hanco for the following relief:

- 19 a. Compensatory damages;  
20 b. Consequential damages;  
21 c. Declaratory relief;  
22 d. Preliminary injunctive relief; and  
23 e. Attorneys' fees and costs incurred pursuant to N.R.S. § 18.010.

24 **ATTORNEY FEES**

25 As a result of the Defendant's actions as set forth above, Plaintiff has  
26 been required to prosecute this action and has incurred and will continue to  
27 incur costs and attorney fees for which the Plaintiff is entitled to a separate  
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1 award pursuant to N.R.S § 18.010, as well as any other applicable statute or  
2 rule, in an amount to be determined by the Court.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, the Plaintiff prays for judgment against the Defendant  
5 as follows:

- 6 1. For a declaration of rights, responsibilities, and obligations of Plaintiff
- 7 and Defendant, including a declaration that the Defendant is obligated to
- 8 satisfy his obligations to PlayLV;
- 9 2. For a judgment for the Plaintiff for all money damages available in a
- 10 sum to be determined;
- 11 3. For an award of attorney fees to the Plaintiff for his reasonable
- 12 attorney’s fees, court costs and necessary disbursements incurred in
- 13 connection with this lawsuit; and
- 14 4. For such other and further relief as the Court deems just and equitable.

15 Dated this 18<sup>th</sup> day of November, 2011.

16 LAW OFFICE OF JACOB HAFTER & SSOCIATES

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18  
19 By:   
20 JACOB L. HAFTER, ESQ.

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