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1 JACOB L. HAFTER, ESQ. Nevada State Bar No. 9303 MICHAEL K. NAETHE, ESQ. 2 Nevada State Bar No. 11222 3 LAW OFFICE OF JACOB L. HAFTER & ASSOCIATES 7201 W. Lake Mead Boulevard, Suite 210 Las Vegas, Nevada 89128 4 Tel: (702) 405-6700 5 Fax: (702) 685-4184 6 Attorneys for PLAYLV GAMING OPERATIONS, LLC 7 8 UNITED STATE DISTRICT COURT 9 DISTRICT OF NEVADA

11 Case No.: PLAYLV GAMING OPERATIONS, LLC, a Nevada limited liability 12 company, 13 Plaintiffs. 14 **COMPLAINT** VS. 15 HANCO, INC., an Indiana corporation, 16 DOES 1-10, individuals, inclusive and ROE ENTITIES S 1-10, inclusive. 17 Defendants. 18 19

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

PARTIES

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

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2. Upon information and belief, Defendant Hanco is corporation domiciled in Indiana.

3. The true names and capacities of the Defendants designated herein as DOES 1 through 10 and ROE ENTITIES 1 through 10 are presently unknown to Plaintiff at this time who, therefore, sues said Defendants by such fictitious names and when their true names and capacities are ascertained, Plaintiff will amend this Complaint accordingly to insert the same herein. Plaintiff is informed and believes, and based upon such information and belief, alleges that Defendants, and each of them, designated as DOES and/or ROE ENTITIES ARE, in some manner, responsible for the occurrence and injuries sustained by Plaintiff, as alleged herein.

JURISDICTION AND VENUE

- 4. As the parties hereto are citizens of different states, complete diversity exists.
- 5. As the matter in controversy exceeds the sum of \$75,000, this Court has original jurisdiction.
- 6. All of the acts complained of herein occurred in Clark County, Nevada.
- 7. Where applicable, all matters set forth herein are incorporated by reference in the various causes of action which follow.

GENERAL ALLEGATIONS

- 8. Hanco was created in March 1991.
- 9. Hanco uses the assumed business name of Classico Seating.
- 10. Hanco is a merchant is a merchant under the Uniform Commercial Code.
- 11. Hanco offered to sell PlayLV 953 chairs as described in Sales Order Nos. 037895 and 37896 ("Chairs") for the Plaza Hotel & Casino property

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("The Plaza"). *See* Sales Order Nos. 037895 and 37896, attached and incorporated herein as Exhibits "A" and "B".

- 12. The total value of the contracts was approximately \$198,039.20, including tax, freight and miscellaneous.
- 13. PlayLV accepted the offers and provided funds in the amount of \$110,637 ("Deposit").
 - 14. The remaining balance is \$87,402.20 ("Total Balance Remaining")
 - 15. The delivery date was set for August 22, 2011.
 - 16. Hanco retained the money and failed to tender the Chairs.

FIRST CAUSE OF ACTION

Breach of Contract

- 17. Plaintiff repeats and realleges the allegations contained above as if fully set forth herein.
 - 18. Hanco entered into a contract with PlayLV.
 - 19. PlayLV performed under the contract.
- 20. Hanco failed to tender the goods and services due and owing under the contract.
 - 21. As such, Hanco breached the contract with PlayLV.
- 22. As a direct result of Hanco's breach, Plaintiff has suffered damages, including the following:
 - a. Loss of consideration paid by PlayLV;
 - b. Costs in seeking replacement chairs; and
 - c. Fees and costs of collection of monies paid.
 - 23. Plaintiff requests judgment against Hanco for the following relief:
 - a. Compensatory damages;
 - b. Consequential damages;
 - c. Declaratory relief;

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

SECOND CAUSE OF ACTION

Unjust Enrichment

- 24. Plaintiff repeats and realleges the allegations contained above as if fully set forth herein.
 - 25. Plaintiff paid Defendant the Deposit in the amount of \$110,637.
 - 26. Defendant failed to satisfy its obligations to Plaintiff.
- 27. Plaintiff had a reasonable expectation of being compensated in full under the terms of the Representation Agreement and Defendant would have been unjustly enriched should he be permitted to retain the benefits of said agreement without tendering payment in full to PlayLV.
- 28. As a direct result of Hanco's breach, Plaintiff has suffered damages, including the following:
 - a. Loss of funds paid by PlayLV;
 - b. Costs in seeking replacement chairs; and
 - c. Fees and costs of collection of monies paid.
 - 29. Plaintiff requests judgment against Hanco for the following relief:
 - a. Compensatory damages;
 - b. Consequential damages;
 - c. Declaratory relief;
 - d. Preliminary injunctive relief; and
 - e. Attorneys' fees and costs incurred pursuant to N.R.S. § 18.010.

ATTORNEY FEES

As a result of the Defendant's actions as set forth above, Plaintiff has been required to prosecute this action and has incurred and will continue to incur costs and attorney fees for which the Plaintiff is entitled to a separate

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award pursuant to N.R.S § 18.010, as well as any other applicable statute or rule, in an amount to be determined by the Court.

PRAYER FOR RELIEF

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

- 1. For a declaration of rights, responsibilities, and obligations of Plaintiff and Defendant, including a declaration that the Defendant is obligated to satisfy his obligations to PlayLV;
- 2. For a judgment for the Plaintiff for all money damages available in a sum to be determined;
- 3. For an award of attorney fees to the Plaintiff for his reasonable attorney's fees, court costs and necessary disbursements incurred in connection with this lawsuit; and
 - For such other and further relief as the Court deems just and equitable.
 Dated this 18th day of November, 2011.

LAW OFFICE OF JACOB HAFTER & SSOCIATES

JACOB L. HAFTER, ESQ.

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