UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

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BGC PARTNERS, INC., *et al*., Plaintiffs, v. AVISON YOUNG (CANADA), INC., *et al*., Defendants.	Case No. 2:15-cv-00531-RFB-GWF **ORDER**

Before the Court for consideration is the Report and Recommendation [ECF No. 221] of the Honorable George Foley, Jr., United States Magistrate Judge, entered January 7, 2019.

A district court "may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate." 28 U.S.C. § 636(b)(1). A party may file specific written objections to the findings and recommendations of a magistrate judge. 28 U.S.C. § 636(b)(1); Local Rule IB 3-2(a). When written objections have been filed, the district court is required to "make a de novo determination of those portions of the report or specified proposed findings or recommendations to which objection is made." 28 U.S.C. § 636(b)(1); see also Local Rule IB 3-2(b). Where a party fails to object, however, a district court is not required to conduct "any review," de novo or otherwise, of the report and recommendations of a magistrate judge. Thomas v. Arn, 474 U.S. 140, 149 (1985). Pursuant to Local Rule IB 3-2(a), objections were due by January 21, 2019. No objections have been filed. The Court has reviewed the record in this case and concurs with the Magistrate Judge's recommendations.

. . .

IT IS THEREFORE ORDERED that the Report and Recommendation [ECF No. 221] is ACCEPTED and ADOPTED in full.

IT IS FURTHER ORDERED that Plaintiffs' proposed claim for breach of fiduciary duty and aiding and abetting breach of fiduciary duty is **DENIED**, with prejudice, because Plaintiffs waived those claims and is judicially estopped from alleging them in an amended complaint. The claims are also preempted to the extent they are based on the misappropriation of trade secrets.

IT IS FURTHER ORDERED that Plaintiffs' proposed claim for violation of the Nevada RICO statute is DENIED, with prejudice, to the extent that a state law RICO claim may not be predicated on the misappropriation of trade secrets.

IT IS FURTHER ORDERED that Plaintiffs' proposed addition of Western Alliance Commercial Inc. (WCA) as an additional defendant to their proposed claim for tortious interference with contractual relations is DENIED, with prejudice, because a person cannot be liable for intentionally interfering with its own contract.

DATED: February 11, 2019.

RICHARD F. BOULWARE, II
United States District Judge