

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3 ORGANOGENESIS INC.,)
4)
5 Plaintiff,)
6 vs.) Case No.: 2:16-cv-00989-GMN-CWH
7)
8 FAYTHE NESS,) **ORDER**
9)
10 Defendant.)

9 Pending before the Court is the Motion for Preliminary Injunction (ECF No. 9)
10 filed by Plaintiff Organogenesis Inc. (“Plaintiff”) against Defendant Faythe Ness
11 (“Defendant”). Defendant filed a Response (ECF No. 19), and Plaintiff filed a Reply
12 (ECF No. 22).

13 **I. BACKGROUND**

14 Defendant is a former employee of Plaintiff, a medical products company that
15 specializes in regenerative medical products. (Compl. ¶ 5, 13, ECF No. 1). In 2015, she
16 was hired by Plaintiff as a Tissue Regeneration Specialist (“TRS”) with a primary job
17 responsibility to market and sell Plaintiff’s products. (Id. ¶¶ 9–10, 13). As a condition of
18 her employment, she entered into a non-compete agreement (the “Agreement”) with
19 Plaintiff, which prohibited her from participating in any business which is competitive
20 with Plaintiff’s business, both during her employment and for two years thereafter. (Id. ¶
21 16). Specifically, the Agreement states that Defendant may not

22 participate within the United States, Canada, Western Europe
23 or Japan as an owner, stockholder, option holder, manager,
24 agent, consultant, director, lender of money, guarantor,
25 salesperson or employee of any other business, firm or
corporation which is, or by the action of Employee would
become, competitive with the Business of the Company nor
attempt to interfere with or entice away any customer,

1 licensee or employee or consultant of the Company.

2 (Agreement, Ex. B to Adamson Decl., ECF No. 9-2). Furthermore, the Agreement
3 defines “Business of the Company as the

4 research, development, biological engineering work, technical
5 and clinical feasibility investigations (conducted or
6 contemplated), governmental approvals (obtained or applied
7 for) and the products and services that may be manufactured,
8 fabricated, packaged, sold, distributed, licensed, offered or
9 contemplated to be offered for sale or license by the
10 Company in the field of tissue regeneration, including living
11 and non-living tissue and organ replacement and repair
12 constructs, related to the fields of wound repair, bio-surgery,
13 and bio-aesthetics, including but not limited to: (a) living
14 dermal equivalents, living epidermal equivalents, living skin
15 equivalents, wound coverings and wound management
16 products; (b) living connective tissue constructs and
17 biomaterial constructs for the repair and/or replacement
18 tendon, ligament, body-wall, cardiac tissue, vasculature,
19 bone, cartilage, neural tissue; (c) injectable matrix
20 compositions, injectable cell compositions, topical
21 compositions containing cytokines, growth factors, and other
22 cell-communication compounds; (d) natural and synthesized
23 collagen compositions, and natural and synthesized
24 extracellular matrix compositions; (e) cell culture media for
25 culturing cells and living constructs; (f) stem cells [and] (g)
cell-delivery constructs.

(Id.).

19 On April 1, 2016, Defendant informed Plaintiff of her intention to resign from her
20 TRS position. (Id. ¶ 25). She is currently an employee of MiMedx, one of Plaintiff’s
21 competitors. (Id. ¶ 35).

22 Plaintiff alleges that, shortly before Defendant’s resignation, Defendant began
23 informing Plaintiff’s current Nevada-based customers of her intent to join MiMedx. (Id.
24 ¶¶ 30–31) Defendant allegedly continued contacting these customers, despite written
25 correspondence from Plaintiff ordering her to cease and desist. (Id. ¶¶ 34–36).

1 Plaintiff's Complaint, filed on May 2, 2016, alleges breach of contract and states
2 that Plaintiff will incur "immediate and irreparable injury" if Defendant is allowed to
3 continue her competitive activities. (Id. ¶¶ 37–43). On May 3, 2016, Plaintiff filed an
4 Emergency Motion for Temporary Restraining Order to prevent Defendant from
5 participating in her former sales territory under Plaintiff's employ as a salesperson or
6 employee of any other business which is competitive with Plaintiff or from interfering
7 with or enticing away any of Plaintiff's customer within her former sales territory.
8 (Emergency Mot. for TRO 21:4–12, ECF No. 8). That same day, the Court granted the
9 Emergency Motion for Temporary Restraining Order and scheduled a hearing on the
10 instant Motion for May 23, 2016. (Order, ECF No. 10).

11 **II. LEGAL STANDARD**

12 Rule 65 of the Federal Rules of Civil Procedure provides that a "court may issue a
13 preliminary injunction only on notice to the adverse party." Fed. R. Civ. P. 65(a)(1). A
14 Court may issue a preliminary injunction only if a plaintiff establishes: (1) likelihood of
15 success on the merits; (2) likelihood of irreparable harm in the absence of preliminary
16 relief; (3) that the balance of equities tips in his favor; and (4) that an injunction is in the
17 public interest. *Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008).
18 "Injunctive relief [is] an extraordinary remedy that may only be awarded upon a clear
19 showing that the plaintiff is entitled to such relief." Id. at 22. Finally, "[i]n deciding a
20 motion for a preliminary injunction, the district court 'is not bound to decide doubtful and
21 difficult questions of law or disputed questions of fact.'" *Int'l Molders' & Allied*
22 *Workers' Local Union No. 164 v. Nelson*, 799 F.2d 547, 551 (9th Cir. 1986) (quoting
23 *Dymo Indus., Inc. v. Tapeprinter, Inc.*, 326 F.2d 141, 143 (9th Cir. 1964)).

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1 **III. DISCUSSION**

2 **A. Likelihood of Success on the Merits**

3 **1. Choice of Law**

4 The Agreement contains a choice-of-law provision stating that it is governed by
5 Massachusetts law. (Agreement, ECF No. 9-2). Defendant argues that, despite this
6 provision, the Agreement should be governed by Nevada law. (Resp. 6:21–10:18, ECF
7 No. 19).

8 “The first step in interpreting [a choice-of-law] clause is to apply the correct
9 choice-of-law rules.” *Paracor Fin., Inc. v. Gen. Elec. Capital Corp.*, 96 F.3d 1151, 1164
10 (9th Cir. 1996). “In determining the enforceability of a choice of law provision in a
11 diversity action, a federal court applies the choice of law rules of the forum state.”
12 *Hatfield v. Halifax PLC*, 564 F.3d 1177, 1182 (9th Cir. 2009). Nevada generally follows
13 the Restatement (Second) of Conflict of Laws in answering choice-of-law questions that
14 arise in contracts. *Progressive Gulf Ins. Co. v. Faehnrich*, 752 F.3d 746, 750–51 (9th Cir.
15 2014). “So long as ‘the parties acted in good faith and not to evade the law of the real
16 situs of the contract,’ Nevada’s choice-of-law principles permit parties ‘within broad
17 limits to choose the law that will determine the validity and effect of their contract.’” *Id.*
18 at 751 (quoting *Ferdie Sievers & Lake Tahoe Land Co. v. Diversified Mortg. Investors*,
19 603 P.2d 270, 273 (Nev. 1979)).

20 However, the situs specified in the contract must have “a substantial relation with
21 the transaction, and the agreement must not be contrary to the public policy of the
22 forum.” *Sievers*, 603 P.2d at 273; see also *Siy v. CashCall, Inc.*, No. 2:13-cv-00953-PAL,
23 2014 WL 37879, at *8 (D. Nev. Jan. 6, 2014) (upholding California choice-of-law
24 provision in employment contract because California “meets the substantial relationship
25 test, and . . . the agreement is not contrary to the public policy of Nevada”). To

1 determine whether a given situs satisfies the substantial relationship test, Nevada
2 considers the following factors from section 188 of the Restatement: (1) the place of
3 contracting, (2) the place of negotiation of the contract, (3) the place of performance, (4)
4 the location of the subject matter of the contract, and (5) the parties' domicile, residence,
5 nationality, place of incorporation, and place of business. *Sotirakis v. United Serv. Auto.*
6 *Ass'n*, 787 P.2d 788, 790 (Nev. 1990). A court applies the law of the state having the
7 more substantial relation with the transaction unless public policy concerns outweigh that
8 relation. *Id.*

9 Here, there is no evidence that, in signing a contract governed by Massachusetts
10 law, the parties acted in bad faith to avoid the law of any particular state. Given that
11 Plaintiff maintains its principal place of business in Massachusetts, and conducts business
12 in a number of other states, it is reasonable that Plaintiff would include a Massachusetts
13 choice-of-law provision in the Agreement. (See Compl. ¶¶ 1, 8, ECF No. 1). Further, the
14 factors from section 188 of the Restatement do not compel a determination that Nevada
15 has a more substantial relation to this action than Massachusetts. These factors do not
16 weigh so heavily in favor of Nevada as to preclude the application of Massachusetts law.
17 See *Sotirakis*, 787 P.2d at 790. While the parties executed the Agreement in Nevada, the
18 place of performance and location of the subject matter of the Agreement are both
19 Massachusetts and Nevada, as Defendant's sales activity in her assigned region of
20 Nevada presumably had an effect on Plaintiff's business in Massachusetts. (See Resp.
21 2:24–3:6).

22 Additionally, Defendant argues that Massachusetts law is contrary to "Nevada's
23 strong public policy for protection of a person's livelihood and prohibiting unreasonable
24 restrictions on free trade," as codified at NRS 613.200. (Resp. 7:25–8:1). Specifically,
25 NRS 613.200(4) provides that a non-competition agreement constitutes an unlawful

1 restraint of trade unless the agreement is (1) reasonable in its scope and duration and (2)
2 supported by valuable consideration. However, Massachusetts law similarly provides
3 that a non-competition agreement will only be enforced so long as it is “reasonable in
4 time, location, and other respects.” *Struck v. Plymouth Mortg. Co.*, 605 N.E.2d 296, 298
5 (Mass. 1993). Thus, the Court finds that Massachusetts law is not contrary to Nevada
6 public policy.

7 Accordingly, this Court will apply Massachusetts law to the Agreement because
8 Nevada gives parties wide latitude in choosing the law they want to apply to their
9 contracts, Defendant assented to a choice of Massachusetts law by signing the
10 Agreement, Massachusetts reasonably has a “substantial relation with the transaction,”
11 and the Agreement is not contrary to the public policy of Nevada.

12 **2. Merits**

13 The Winter test states that in order to show the necessity of injunctive relief, the
14 plaintiff must first prove a likelihood of success on the merits. 555 U.S. at 20. Here, the
15 Court recognizes that Plaintiff can likely show that Defendant violated the Agreement.

16 The Agreement requires Defendant to refrain from participating, for two years, in
17 any business which is competitive with Plaintiff’s business. (Agreement ¶ 2). Plaintiff
18 claims that Defendant violated the Agreement because she began working for a direct
19 competitor of Plaintiff, began contacting Plaintiff’s customers, and “is selling products on
20 behalf of MiMedx in her former Organogenesis sales territory that are directly
21 competitive to the Products, and calling upon the same customers on behalf of MiMedx
22 that she had called upon while working for Organogenesis.” (Compl. ¶¶ 26, 29, 36).
23 Plaintiff supports its claim with a declaration of Yvonne Irigoyen-Kirby, a Regional Sales
24 Manager of Plaintiff. (Irigoyen-Kirby Decl. ¶¶ 23–25, 27, ECF No. 9-1).

25 In Massachusetts, non-competition agreements are enforceable only if they are

1 “necessary to protect a legitimate business interest, reasonably limited in time and space,
2 and consonant with the public interest.” *Boulanger v. Dunkin’ Donuts Inc.*, 815 N.E.2d
3 572, 577 (Mass. 2004). Courts will not enforce non-competition agreements meant
4 solely to protect employers from run-of-the-mill business competition. *Marine*
5 *Contractors Co., Inc. v. Hurley*, 310 N.E.2d 915, 920 (Mass. 1974). But the protection of
6 “trade secrets, other confidential information, [and] . . . the good will the employer has
7 acquired through dealings with his customers” constitute legitimate business interests.
8 *Id.*; see also *Alexander & Alexander, Inc. v. Danahy*, 488 N.E.2d 22, 28 (Mass. App. Ct.
9 1986).

10 Defendant asserts that the Agreement does not protect a legitimate business
11 interest. (Resp. 12:22–14:11). On the other hand, Plaintiff asserts that the Agreement is
12 necessary to protect its customer goodwill and confidential information. (Prelim. Inj.
13 14:1–15:24). Specifically, Plaintiff explains that its customer goodwill is protectable
14 because Defendant was Plaintiff’s “primary point of contact with its customers in its Las
15 Vegas territory and was responsible for building relationships with customers on
16 [Plaintiff]’s behalf.” (*Id.* 14:7–9). Plaintiff further explains that, in the course of her
17 employment, Defendant obtained confidential information regarding Plaintiff’s
18 customers, sales plans, sales data, and marketing strategies. (*Id.* 14:23–15:13 (explaining
19 that Defendant attended Plaintiff’s national sales meeting where she received confidential
20 and proprietary information concerning Plaintiff’s 2016 marketing strategy for its entire
21 product portfolio, including Plaintiff’s strategy for differentiating itself from its
22 competitors like MiMedx); *Irigoyen-Kirby Decl.* ¶¶ 17–19). The Court finds that the
23 Agreement protects legitimate business interests—customer goodwill and confidential
24 information—of the Plaintiff.

25 Moreover, the Agreement is reasonably limited in time. It imposes a two-year

1 restriction, and Massachusetts courts have frequently found longer time restrictions to be
2 reasonable. See, e.g., *Blackwell v. E.M. Helides, Jr., Inc.*, 331 N.E.2d 54, 56 (Mass. 1975)
3 (finding three-year restriction to be reasonable); *Marine Contractors Co.*, 310 N.E.2d at
4 921 (finding that non-compete lasting less than three years was not excessive); *All*
5 *Stainless, Inc. v. Colby*, 308 N.E.2d 481, 486 (Mass. 1974) (finding two-year restriction
6 to be reasonable).

7 As to the geographic scope of the Agreement, the Court finds, and Plaintiff
8 concedes, that the Agreement, as written, is too broad. However, “[i]f the covenant is too
9 broad in . . . space . . . , it will be enforced only to the extent that is reasonable and to the
10 extent that it is severable for the purposes of enforcement.” *All Stainless*, 308 N.E.2d at
11 485; see also *Metro. Ice Co. v. Ducas*, 196 N.E. 856, 858 (Mass. 1935) (“[I]f the
12 restrictive agreement would involve unreasonable restrictions in this commonwealth the
13 provision is nevertheless enforceable for so much of the performance as would be a
14 reasonable restraint.”); *Whiting Milk Cos. v. O’Connell*, 179 N.E. 169, 170 (Mass. 1931)
15 (“A contract in restraint of trade in which the territory is unreasonably extensive may be
16 divisible as to space and enforced in equity within a reasonable area.”). Rather than
17 enforce the Agreement to its most expansive geographical scope, Plaintiff “simply seeks
18 an injunction prohibiting [Defendant] from working for a competitor in her former []
19 sales territory.” (Prelim. Inj. 16:26–28 n.3). The Court finds such a restraint on the
20 geographic scope of the Agreement is reasonable. Accordingly, because the Court finds
21 that the Agreement is enforceable and Plaintiff can likely show that Defendant violated
22 the Agreement, Plaintiff has shown a likelihood of success on the merits.

23 **B. Likelihood of Irreparable Harm in the Absence of Preliminary Relief**

24 To succeed on the second prong of the Winter test, the plaintiff must “demonstrate
25 that irreparable injury is likely in the absence of an injunction.” 555 U.S. at 22 (emphasis

1 in original). In the Ninth Circuit, “[t]hose seeking injunctive relief must proffer evidence
2 sufficient to establish a likelihood of irreparable harm.” *Herb Reed Enters., LLC v.*
3 *Florida Entm’t Mgmt., Inc.*, 736 F.3d 1239, 1251 (9th Cir. 2013). A presumption that
4 irreparable harm is likely is not sufficient to justify the granting of a preliminary
5 injunction. See *id.* at 1242.

6 Irreparable harm cannot be “economic injury alone . . . because such injury can be
7 remedied by a damage award.” *Rent-A-Center, Inc. v. Canyon Tele. & Appliance Rental,*
8 *Inc.*, 944 F.2d 597, 603 (9th Cir. 1991). However, the Ninth Circuit has recognized
9 “intangible injuries,” which constitute irreparable harm. *Id.* (indicating damage to
10 goodwill as such injury in a case regarding a non-compete clause of a contract).

11 Based upon Irigoyen-Kirby’s declaration, Defendant has already begun calling
12 Plaintiff’s customers to inform them that she is now working for Plaintiff’s direct
13 competitor, MiMedx. (Irigoyen-Kirby Decl. ¶¶ 24–25, 27). Moreover, despite instructing
14 Defendant to not talk to Plaintiff’s customers, Defendant has continued to do so. (*Id.*).
15 The Court finds that such action by Defendant demonstrates that irreparable harm is
16 likely in the absence of an injunction.

17 **C. The Balance of Equities**

18 Defendant asserts that she will suffer a significantly greater hardship if she is
19 prohibited from being employed by MiMedx in Las Vegas. (Resp. 16:23–25). While the
20 Court is sympathetic to the hardship of Defendant that will result from the injunction, the
21 Court cannot find that the balance of equities tips in her favor. Defendant willingly
22 signed the Agreement upon her employment with Plaintiff. Moreover, as discussed
23 above, Plaintiff has an interest in protecting its customer goodwill and confidential
24 information. Furthermore, the Court has narrowly tailored the injunction solely to enjoin
25 Plaintiff from employment with MiMedx in her former sales territory under her employ

1 with Plaintiff.

2 **D. Public Interest**

3 Before granting an injunction the Court must determine that an injunction is in the
4 public's interest. Winter, 555 U.S. at 24. The right to contract is fundamental and
5 includes the privilege of selecting those who will be employed by a company and under
6 what terms that employment will be. An injunction in this instance protects the public's
7 interest in the integrity and enforceability of employment contracts. Therefore, the Court
8 finds that the public's interest favors an injunction in this instance.

9 **IV. CONCLUSION**

10 Because Plaintiff Organogenesis has met its burden demonstrating the Winter
11 factors, the Court hereby grants Plaintiff's Motion for Preliminary Injunction.

12 **IT IS HEREBY ORDERED** that Plaintiff Organogenesis's Motion for
13 Preliminary Injunction (ECF No. 9) is **GRANTED**, as follows:

14 1. Defendant Ness shall not, within her former Organogenesis sales territory,
15 participate as a salesperson or employee of any other business, firm or corporation which
16 is, or by her action would become, competitive with the Business of Organogenesis,
17 including MiMedx; and

18 2. Defendant Ness, on her own or in concert with others, shall not attempt to
19 interfere with or entice away any Organogenesis customer within her former
20 Organogenesis sales territory.

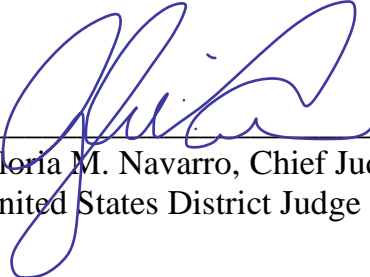
21 For the purposes of this order, the "Business of Organogenesis" shall mean the
22 research, development, biological engineering work, technical and clinical feasibility
23 investigations (conducted or contemplated), governmental approvals (obtained or applied
24 for) and the products and services that may be manufactured, fabricated, packaged, sold,
25 distributed, licensed, offered or contemplated to be offered for sale or license by

1 Organogenesis in the field of tissue regeneration, including living and non-living tissue
2 and organ replacement and repair constructs, related to the fields of wound repair, bio-
3 surgery, and bio-aesthetics, including but not limited to: (a) living dermal equivalents,
4 living epidermal equivalents, living skin equivalents, wound coverings and wound
5 management products; (b) living connective tissue constructs and biomaterial constructs
6 for the repair and/or replacement tendon, ligament, body-wall, cardiac tissue, vasculature,
7 bone, cartilage, neural tissue; (c) injectable matrix compositions, injectable cell
8 compositions, topical compositions containing cytokines, growth factors, and other
9 cellcommunication compounds; (d) natural and synthesized collagen compositions, and
10 natural and synthesized extracellular matrix compositions; (e) cell culture media for
11 culturing cells and living constructs; (f) stem cells; and (g) cell-delivery constructs.

12 Defendant Ness's former Organogenesis sales territory shall mean the
13 municipalities and the associated zip codes set forth in the attached Exhibit A.

14 This Order shall remain in place pending a full determination of Plaintiff's causes
15 of action on the merits or upon further order of this Court.

16 DATED this 23 day of May, 2016.

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20 Gloria M. Navarro, Chief Judge
21 United States District Judge
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Exhibit

A

ZIP Code	City	State Name	ST Abbrev
84710	ALTON	UTAH	UT
84714	BERYL	UTAH	UT
84719	BRIAN HEAD	UTAH	UT
84720	CEDAR CITY	UTAH	UT
84721	CEDAR CITY	UTAH	UT
84722	CENTRAL	UTAH	UT
84725	ENTERPRISE	UTAH	UT
84729	GLENDALE	UTAH	UT
84733	GUNLOCK	UTAH	UT
84735	HATCH	UTAH	UT
84737	HURRICANE	UTAH	UT
84738	IVINS	UTAH	UT
84742	KANARRAVILLE	UTAH	UT
84745	LA VERKIN	UTAH	UT
84746	LEEDS	UTAH	UT
84753	MODENA	UTAH	UT
84755	MOUNT CARMEL	UTAH	UT
84756	NEWCASTLE	UTAH	UT
84757	NEW HARMONY	UTAH	UT
84758	ORDERVILLE	UTAH	UT
84759	PANGUITCH	UTAH	UT
84760	PARAGONAH	UTAH	UT
84761	PAROWAN	UTAH	UT
84762	DUCK CREEK VILLAGE	UTAH	UT
84763	ROCKVILLE	UTAH	UT
84765	SANTA CLARA	UTAH	UT
84767	SPRINGDALE	UTAH	UT
84770	SAINT GEORGE	UTAH	UT
84771	SAINT GEORGE	UTAH	UT
84772	SUMMIT	UTAH	UT
84774	TOQUERVILLE	UTAH	UT
84779	VIRGIN	UTAH	UT
84780	WASHINGTON	UTAH	UT
84781	PINE VALLEY	UTAH	UT
84782	VEYO	UTAH	UT
84783	DAMMERON VALLEY	UTAH	UT
84784	HILDALE	UTAH	UT
84790	SAINT GEORGE	UTAH	UT
84791	SAINT GEORGE	UTAH	UT
85325	BOUSE	ARIZONA	AZ
85328	CIBOLA	ARIZONA	AZ
85334	EHRENBERG	ARIZONA	AZ
85344	PARKER	ARIZONA	AZ
85346	QUARTZSITE	ARIZONA	AZ
85348	SALOME	ARIZONA	AZ
85357	WENDEN	ARIZONA	AZ

85359	QUARTZSITE	ARIZONA	AZ
85360	WIKIEUP	ARIZONA	AZ
85371	POSTON	ARIZONA	AZ
86401	KINGMAN	ARIZONA	AZ
86402	KINGMAN	ARIZONA	AZ
86403	LAKE HAVASU CITY	ARIZONA	AZ
86404	LAKE HAVASU CITY	ARIZONA	AZ
86405	LAKE HAVASU CITY	ARIZONA	AZ
86406	LAKE HAVASU CITY	ARIZONA	AZ
86409	KINGMAN	ARIZONA	AZ
86412	HUALAPAI	ARIZONA	AZ
86413	GOLDEN VALLEY	ARIZONA	AZ
86426	FORT MOHAVE	ARIZONA	AZ
86427	FORT MOHAVE	ARIZONA	AZ
86429	BULLHEAD CITY	ARIZONA	AZ
86430	BULLHEAD CITY	ARIZONA	AZ
86431	CHLORIDE	ARIZONA	AZ
86433	OATMAN	ARIZONA	AZ
86436	TOPOCK	ARIZONA	AZ
86437	VALENTINE	ARIZONA	AZ
86438	YUCCA	ARIZONA	AZ
86439	BULLHEAD CITY	ARIZONA	AZ
86440	MOHAVE VALLEY	ARIZONA	AZ
86441	DOLAN SPRINGS	ARIZONA	AZ
86442	BULLHEAD CITY	ARIZONA	AZ
86443	TEMPLE BAR MARINA	ARIZONA	AZ
86444	MEADVIEW	ARIZONA	AZ
86445	WILLOW BEACH	ARIZONA	AZ
86446	MOHAVE VALLEY	ARIZONA	AZ
88901	THE LAKES	NEVADA	NV
88905	THE LAKES	NEVADA	NV
89001	ALAMO	NEVADA	NV
89002	HENDERSON	NEVADA	NV
89003	BEATTY	NEVADA	NV
89004	BLUE DIAMOND	NEVADA	NV
89005	BOULDER CITY	NEVADA	NV
89006	BOULDER CITY	NEVADA	NV
89007	BUNKERVILLE	NEVADA	NV
89008	CALIENTE	NEVADA	NV
89009	HENDERSON	NEVADA	NV
89010	DYER	NEVADA	NV
89011	HENDERSON	NEVADA	NV
89012	HENDERSON	NEVADA	NV
89013	GOLDFIELD	NEVADA	NV
89014	HENDERSON	NEVADA	NV
89015	HENDERSON	NEVADA	NV
89016	HENDERSON	NEVADA	NV

89017	HIKO	NEVADA	NV
89018	INDIAN SPRINGS	NEVADA	NV
89019	JEAN	NEVADA	NV
89020	AMARGOSA VALLEY	NEVADA	NV
89021	LOGANDALE	NEVADA	NV
89022	MANHATTAN	NEVADA	NV
89023	MERCURY	NEVADA	NV
89024	MESQUITE	NEVADA	NV
89025	MOAPA	NEVADA	NV
89026	JEAN	NEVADA	NV
89027	MESQUITE	NEVADA	NV
89028	LAUGHLIN	NEVADA	NV
89029	LAUGHLIN	NEVADA	NV
89030	NORTH LAS VEGAS	NEVADA	NV
89031	NORTH LAS VEGAS	NEVADA	NV
89032	NORTH LAS VEGAS	NEVADA	NV
89033	NORTH LAS VEGAS	NEVADA	NV
89034	MESQUITE	NEVADA	NV
89036	NORTH LAS VEGAS	NEVADA	NV
89037	COYOTE SPRINGS	NEVADA	NV
89039	CAL NEV ARI	NEVADA	NV
89040	OVERTON	NEVADA	NV
89041	PAHRUMP	NEVADA	NV
89042	PANACA	NEVADA	NV
89043	PIOCHE	NEVADA	NV
89044	HENDERSON	NEVADA	NV
89045	ROUND MOUNTAIN	NEVADA	NV
89046	SEARCHLIGHT	NEVADA	NV
89047	SILVERPEAK	NEVADA	NV
89048	PAHRUMP	NEVADA	NV
89049	TONOPAH	NEVADA	NV
89052	HENDERSON	NEVADA	NV
89053	HENDERSON	NEVADA	NV
89054	LAS VEGAS	NEVADA	NV
89060	PAHRUMP	NEVADA	NV
89061	PAHRUMP	NEVADA	NV
89067	COYOTE SPRINGS	NEVADA	NV
89070	INDIAN SPRINGS	NEVADA	NV
89074	HENDERSON	NEVADA	NV
89077	HENDERSON	NEVADA	NV
89081	NORTH LAS VEGAS	NEVADA	NV
89084	NORTH LAS VEGAS	NEVADA	NV
89085	NORTH LAS VEGAS	NEVADA	NV
89086	NORTH LAS VEGAS	NEVADA	NV
89087	NORTH LAS VEGAS	NEVADA	NV
89101	LAS VEGAS	NEVADA	NV
89102	LAS VEGAS	NEVADA	NV

89103	LAS VEGAS	NEVADA	NV
89104	LAS VEGAS	NEVADA	NV
89105	LAS VEGAS	NEVADA	NV
89106	LAS VEGAS	NEVADA	NV
89107	LAS VEGAS	NEVADA	NV
89108	LAS VEGAS	NEVADA	NV
89109	LAS VEGAS	NEVADA	NV
89110	LAS VEGAS	NEVADA	NV
89111	LAS VEGAS	NEVADA	NV
89112	LAS VEGAS	NEVADA	NV
89113	LAS VEGAS	NEVADA	NV
89114	LAS VEGAS	NEVADA	NV
89115	LAS VEGAS	NEVADA	NV
89116	LAS VEGAS	NEVADA	NV
89117	LAS VEGAS	NEVADA	NV
89118	LAS VEGAS	NEVADA	NV
89119	LAS VEGAS	NEVADA	NV
89120	LAS VEGAS	NEVADA	NV
89121	LAS VEGAS	NEVADA	NV
89122	LAS VEGAS	NEVADA	NV
89123	LAS VEGAS	NEVADA	NV
89124	LAS VEGAS	NEVADA	NV
89125	LAS VEGAS	NEVADA	NV
89126	LAS VEGAS	NEVADA	NV
89127	LAS VEGAS	NEVADA	NV
89128	LAS VEGAS	NEVADA	NV
89129	LAS VEGAS	NEVADA	NV
89130	LAS VEGAS	NEVADA	NV
89131	LAS VEGAS	NEVADA	NV
89132	LAS VEGAS	NEVADA	NV
89133	LAS VEGAS	NEVADA	NV
89134	LAS VEGAS	NEVADA	NV
89135	LAS VEGAS	NEVADA	NV
89136	LAS VEGAS	NEVADA	NV
89137	LAS VEGAS	NEVADA	NV
89138	LAS VEGAS	NEVADA	NV
89139	LAS VEGAS	NEVADA	NV
89140	LAS VEGAS	NEVADA	NV
89141	LAS VEGAS	NEVADA	NV
89142	LAS VEGAS	NEVADA	NV
89143	LAS VEGAS	NEVADA	NV
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89146	LAS VEGAS	NEVADA	NV
89147	LAS VEGAS	NEVADA	NV
89148	LAS VEGAS	NEVADA	NV
89149	LAS VEGAS	NEVADA	NV

89150	LAS VEGAS	NEVADA	NV
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89153	LAS VEGAS	NEVADA	NV
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89163	LAS VEGAS	NEVADA	NV
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89169	LAS VEGAS	NEVADA	NV
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89177	LAS VEGAS	NEVADA	NV
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89179	LAS VEGAS	NEVADA	NV
89180	LAS VEGAS	NEVADA	NV
89183	LAS VEGAS	NEVADA	NV
89185	LAS VEGAS	NEVADA	NV
89191	NELLIS AFB	NEVADA	NV
89193	LAS VEGAS	NEVADA	NV
89195	LAS VEGAS	NEVADA	NV
89199	LAS VEGAS	NEVADA	NV
89301	ELY	NEVADA	NV
89310	AUSTIN	NEVADA	NV
89311	BAKER	NEVADA	NV
89314	DUCKWATER	NEVADA	NV
89315	EAST ELY	NEVADA	NV
89316	EUREKA	NEVADA	NV
89317	LUND	NEVADA	NV
89318	MC GILL	NEVADA	NV
89319	RUTH	NEVADA	NV
89404	DENIO	NEVADA	NV
89405	EMPIRE	NEVADA	NV
89406	FALLON	NEVADA	NV
89407	FALLON	NEVADA	NV
89408	FERNLEY	NEVADA	NV
89409	GABBS	NEVADA	NV
89412	GERLACH	NEVADA	NV
89414	GOLCONDA	NEVADA	NV

89415	HAWTHORNE	NEVADA	NV
89418	IMLAY	NEVADA	NV
89419	LOVELOCK	NEVADA	NV
89420	LUNING	NEVADA	NV
89421	MC DERMITT	NEVADA	NV
89422	MINA	NEVADA	NV
89424	NIXON	NEVADA	NV
89425	OROVADA	NEVADA	NV
89438	VALMY	NEVADA	NV
89442	WADSWORTH	NEVADA	NV
89496	FALLON	NEVADA	NV
89801	ELKO	NEVADA	NV
89802	ELKO	NEVADA	NV
89803	ELKO	NEVADA	NV
89815	SPRING CREEK	NEVADA	NV
89820	BATTLE MOUNTAIN	NEVADA	NV
89821	CRESCENT VALLEY	NEVADA	NV
89822	CARLIN	NEVADA	NV
89823	DEETH	NEVADA	NV
89824	HALLECK	NEVADA	NV
89828	LAMOILLE	NEVADA	NV
89830	MONTELLO	NEVADA	NV
89833	RUBY VALLEY	NEVADA	NV
89834	TUSCARORA	NEVADA	NV
89835	WELLS	NEVADA	NV
89883	WEST WENDOVER	NEVADA	NV