

CASE NO: A-20-819171-C
Department 8

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IN THE EIGHTH JUDICIAL DISTRICT COURT
COUNTY OF CLARK, STATE OF NEVADA

LAS VEGAS RESORT HOLDINGS, LLC dba
SAHARA LAS VEGAS, a Delaware limited
liability company,

Plaintiff(s),

-vs-

CASE NO.:

DEPT. NO.:

SCOTT ROEBEN dba VITALVEGAS
dba VITALVEGAS.COM, an individual;
and DOES I-X, inclusive,

Defendant(s).

COMPLAINT

COMES NOW, Plaintiff Las Vegas Resort Holdings, LLC dba SAHARA Las Vegas, by
and through its counsel of record Matthew J Weitz, Esq., hereby complains against Scott
Roeben, dba Vital Vegas, dba VitalVegas.com, and DOES I-X, inclusive, (collectively
“Defendants”) as follows:

PARTIES

1. Plaintiff, Las Vegas Resort Holdings, LLC (“LVRH”), is and at all relative times was, a
Delaware limited liability company with its principal place of business located at 2535 Las
Vegas Boulevard South, Las Vegas, Nevada.

1 2. Las Vegas Resort Holdings, LLC is, and at all relative times was, the owner and operator
2 of the SAHARA Las Vegas (the “SAHARA”), and all relevant times conducted business under
3 such name.

4
5 3. Based on information and belief, Defendant Scott Roeben dba Vital Vegas, dba
6 VitalVegas.com, (“Roeben” or “Defendant”) is and at all relevant times was an individual and
7 resident of Clark County, Nevada.

8 4. Plaintiff is informed and believes that Defendant conducts business under the names
9 “Vital Vegas” and “VitalVegas.com.”

10 5. Plaintiff does not know the true names of defendants (or their capacities) that are sued
11 herein as Does I through X, and therefore sues said defendants by those fictitious names.
12 Plaintiff is informed and believes, and based thereon alleges, that each of the Doe defendants,
13 jointly and severally, is in some manner legally responsible for the damages alleged in this
14 Complaint. Plaintiff will amend this Complaint to allege the names, capacities, and relationships
15 of Does I through X when ascertained. All the defendants, including Does I through X, will
16 sometimes be collectively referred to as “Defendants.”

17
18 6. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
19 Defendants, and each of them, were the agents, servants, employees, sub-contractors, joint-
20 venturers, and co-partners of each co-Defendant, and as such, were acting within the course and
21 scope of such agency, service, employment, contract, venture, or partnership at all times herein
22 mentioned. Plaintiff is further informed and believes, and based thereon alleges, that each act on
23 the part of each Defendant was substantially ratified by each of the remaining Defendants.

24 **JURISDICTION AND VENUE**

25
26 7. This Court has jurisdiction over this matter and is the proper court because (a) the actions
27 alleged in this Complaint occurred within Clark County, Nevada, and (b) Defendant resides in
28 Clark County, Nevada.

1
2 **GENERAL ALLEGATIONS**

3 8. LVRH operates one of the oldest properties on the Las Vegas strip, the SAHARA Las
4 Vegas.

5 9. The SAHARA is a hotel brand dating back to Las Vegas’ golden era.

6 10. In 2018, LVRH was acquired by new owners. At the time of acquisition, the property
7 was branded as the SLS Las Vegas. LVRH subsequently rebranded the property to its original
8 name investing millions of dollars renovating and remarketing the property under the historic
9 brand, SAHARA Las Vegas.

10 11. Since the rebranding in August 2019, LVRH continues to invest substantial energy and
11 money revitalizing and marketing the property under the SAHARA Las Vegas brand, including
12 investment in room upgrades, equipment purchases, strategic partnerships, casino improvements,
13 new bars, restaurants, and advertising campaigns.

14 12. On information and belief, Defendant owns and operates a website and twitter account
15 under the brands vitalvegas.com and @vitalvegas.

16 13. Defendant promotes his website as a source for “the essential news and information you
17 need to get the most from your next Las Vegas visit.” <https://vitalvegas.com/all-about-us/>.

18 14. Defendant self-proclaims that “[o]ne of the most baffling things about [vitalvegas.com] is
19 we’re just one person, Scott Roeben, although we speak about ourselves in the first person
20 plural.” <https://vitalvegas.com/all-about-us/>.

21 15. On July 30, 2020, Defendant published an article on his website vitalvegas.com (the
22 “Article”) with the headline, “Sahara Las Vegas to Close Permanently, Per Sources” (the
23 “Headline”). A copy of the Article is attached and incorporated hereto as Exhibit A.
24

25 16. The Article’s layout begins with the Headline, and continues:
26

27 “We knew Sahara Las Vegas was in trouble, but according to
28 industry sources familiar with the long-struggled casino, it’s even
worse than we thought.

1 Sahara is expected to close permanently in September 2020, per our
2 sources.

3 Yeah, we sort of went into shock, too; Not temporarily,
4 permanently.”

5 17. Following the quoted text, there is a photograph of the SAHARA’s interior creating a
6 visible break between the text quoted in allegation 16 from the remainder of the Article, such
7 that the average reader would believe that the Article ended after the above quotation.

8 18. The Headline and introductory paragraphs of the Article make an unqualified statement
9 of fact that the SAHARA was to permanently close in September 2020.

10 19. At the time the Headline was published, Defendant had not, nor made an attempt to,
11 contact LVRH or its representatives to either verify or seek comment on whether SAHARA
12 would, in fact, be closing.

13 20. At no point since taking ownership of the property has LVRH contemplated permanently
14 closing the SAHARA.

15 21. The fallout from the Headline’s publication was widespread. LVRH has had to expend
16 considerable effort assuring worried employees that the SAHARA was not closing, many of
17 whom were already concerned about their jobs as a result of the current COVID-19 pandemic.

18 22. Casino hosts were contacted by customers in Florida, Texas, and California expressing
19 concern over the Article inquiring if they should cancel their trips.

20 23. LVRH’s convention and sales team received several inquiries from clients expressing
21 concern over the Article, specifically that the SAHARA would close before their event and
22 indicating they may ask for deposits back.

23 24. Vendors and business partners have since expressed a lack of confidence that SAHARA
24 would remain as a going concern.

25 25. LVRH continues to field inquiries from its business partners and vendors, some
26 indicating that they will potentially withhold business opportunities for a period of time out of
27 concern that SAHARA may not be open to fulfill future contractual obligations.
28

1 26. The concern that SAHARA will close continues to cause harm to LVRH.

2 27. After contacting Defendants informing them the Article had no truth to it, Defendant
3 revised and republished the Article. In the revised article, Defendant doubled down on his false
4 and defamatory statements by failing to correct the record and alluding that the underlying
5 information in the original Article were not false.
6

7 28. On August 2, 2020, Defendant again updated the Article, implying that because past
8 “rumors” he reported on were true, that the false statements in the original Article are true.

9 29. Defendant continued publishing statements that, when taken in context with the original
10 Article, can only be read as designed to perpetuate the false statement that SAHARA Las Vegas
11 would permanently close.

12 30. For example, following the publication of the Headline, Defendant posted a tweet on his
13 twitter.com page “@vitalvegas,” wherein Defendant made the following statement: “Today in
14 ‘Nothing to See Here’: Word is Sahara has pulled the plug on discounts and incentive programs
15 for its big players. So, there’s that.” (the “Tweet”). A copy of the Tweet is attached hereto as
16 Exhibit B.
17

18 31. The Tweet makes a definitive statement of fact about SAHARA, namely that it is no
19 longer offering certain incentives to its most valuable customers.

20 32. At the time the Tweet was published, Defendant had not, nor made an attempt to, contact
21 LVRH or its representatives to either verify or seek comment on whether the statement was true
22 or not.

23 33. At the time the Tweet was published, SAHARA had not ceased offering discounts or
24 incentives to big players.

25 34. With the damage from the Headline still unfolding, the Tweet exacerbated the damage
26 caused by the Headline.
27
28

1 35. The Tweet and other subsequent statements of fact made on twitter and vitalvegas.com
2 by Defendant are part of a larger, intentional scheme by Defendant to disparage Plaintiff and
3 cause irreparable harm.
4

5 36. The effect of Defendant's statements represent an unjustified attack not only on LVRH,
6 but on the Las Vegas community as a whole. LVRH is proud to employ thousands of individuals
7 in the Las Vegas area. LVRH also contributes greatly to the local economy by working with
8 local vendors who in turn create even more badly needed jobs in the community.

9 37. As a direct and proximate result of the Defendant's conduct, LVRH, and indeed the Las
10 Vegas community as a whole, have and continue to suffer harm.

11 **FIRST CAUSE OF ACTION – DEFEMATION BY TRADE LIBEL**

12 38. Plaintiff incorporates allegations 1 through 37 as though fully set forth herein.

13 39. Defendant published a statement about Plaintiff, and its business, goods, and services.

14 40. The statement was one which would tend to disparage Plaintiff's goods, services, and
15 business operations.
16

17 41. Defendant was at least negligent in making the statements.

18 42. Defendant's conduct constitutes defamation per se because the statements tend to injure
19 Plaintiff's business, and damages should be presumed. *See, Nevada Ind. Broadcasting v. Allen,*
20 *99 Nev. 404, 409, 664 P.2d 337, 341 (1983).*

21 43. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered damages
22 in excess of \$15,000.

23 44. Plaintiffs have been forced to hire counsel to prosecute this action and are entitled to an
24 award of their reasonable attorney's fees.
25

26 **SECOND CAUSE OF ACTION – FALSE LIGHT**

27 45. Plaintiff incorporates allegations 1 through 44 as though fully set forth herein.
28

1 46. At all relevant times, Defendant acted to portray and hold Plaintiff in a false light, to
2 harm Plaintiff's business reputation and business opportunities. The statements place Plaintiff in
3 a false light that would tend to injure Plaintiff's business when viewed by a reasonable person.

4 47. In composing the statements and causing them to be published, Defendant and those
5 acting in concert with him, acted with malice, negligence, and/or acted with reckless disregard
6 for the false light in which Plaintiff was being placed.

7 48. As a proximate result, Plaintiff suffered substantial damages including but not limited to,
8 loss of business reputations and lost business opportunity.

9 49. Upon information and belief, the injury-producing unlawful conduct was done pursuant
10 to and in furtherance of a common scheme to smear, defame, and harm Plaintiff, as well as hold
11 Plaintiff in a false light and/or to defame Plaintiff.

12 50. Plaintiffs have been forced to hire counsel to prosecute this action and are entitled to an
13 award of their reasonable attorney's fees.

14
15 **THIRD CAUSE OF ACTION - CONSPIRACY**

16 51. Plaintiff realleges paragraphs 1 through 50 as if fully set forth herein.

17 52. Defendant, acting individually and/or in concert with sources, tacitly or explicitly agreed
18 to participate in the unlawful conduct described in this Complaint, and or tacitly or explicitly
19 agreed to perform certain lawful acts in an unlawful manner.

20 53. The unlawful conduct by Defendant, or one or more of these sources, alleged in this
21 Complaint, and/or the performance, by them of certain lawful acts in an unlawful manner, caused
22 injury to Plaintiff.

23 54. Upon information and belief, Defendant, or his sources who were parties to such conduct,
24 performed the injury-producing unlawful conduct.

25 55. Upon information and belief, the injury-producing unlawful conduct was done pursuant
26 to and in furtherance of a common scheme to smear, defame, and harm Plaintiff, as well as hold
27 Plaintiff in a false light and/or to defame Plaintiff.
28

1 56. Plaintiffs have been forced to hire counsel to prosecute this action and are entitled to an
2 award of their reasonable attorney's fees.

3
4 **FOURTH CAUSE OF ACTION – BUSINESS DISPARAGEMENT**

5 57. Plaintiff realleges paragraphs 1 through 56 as if fully set forth herein.

6 58. Defendant published disparaging statements about Plaintiff, and its business, goods, and
7 services.

8 59. Defendant acted with malice in publishing those statements.

9 60. Defendant's publication was without privilege.

10 61. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered damages
11 in excess of \$15,000.

12 62. Plaintiffs have been forced to hire counsel to prosecute this action and are entitled to an
13 award of their reasonable attorney's fees.

14
15 **FIFTH CAUSE OF ACTION - INJUNCTIVE RELIEF**

16 63. Plaintiff realleges paragraphs 1 through 62 as if fully set forth herein.

17 64. Plaintiffs will suffer irreparable injury if Defendant continues to make false statements
18 regarding the closure of Plaintiff's business or cessation of promotions and discounts for loyal
19 customers.

20 65. For the reasons stated above, Plaintiffs are entitled to a permanent injunction requiring
21 that Defendant cease engaging in the prohibited conduct.

22 66. Plaintiffs have been forced to hire counsel to prosecute this action and are entitled to an
23 award of their reasonable attorney's fees.

24
25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, based on the foregoing, Plaintiff prays:

- 27
28 1. For judgment against Defendants in excess of \$15,000;

2. For punitive and deterrence damages;
3. For pre and post judgment interest at the legal rate;
4. For reasonable attorney's fees and cost of suit herein;
5. For permanent injunctive relief; and
6. For other relief that the Court deems just and proper.

Affirmation

Pursuant to NRS 239B.030 the undersigned affirms that this document does not contain the social security number of any person.

DATED this 6th day of August, 2020.

_____/s/ Matthew J. Weitz /s/
Matthew J. Weitz
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Downey, CA 90241
Attorneys for Las Vegas Resort Holdings, LLC

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Exhibit List

Exhibit	Description
A	Article
B	Tweet

Exhibit A



Sahara Las Vegas to Close Permanently, Per Sources

7 Replies

We knew Sahara Las Vegas was in trouble, but according to industry sources familiar with the long-struggling casino, it's even worse than we thought.

Sahara is expected to close permanently in September 2020, per our sources.

Yeah, we sort of went into shock, too: Not temporarily, permanently.



How much heartbreak can one Las Vegas blog take?

This startling rumor is unconfirmed, but there's no denying Sahara was having a rough go of it even prior to the COVID-19 crisis.

During our recent visits, we frequently saw a casino floor with a dozen or fewer players. In the entire casino. Often, there were one or two players in the Sahara table games area.

The struggle hasn't been limited to the casino floor.

Sahara's hotel business was soft prior to the crisis, but is now rumored to be abysmal.

The rumor of a potential closure of Sahara is all the more shocking given the incredible (and expensive) makeover the resort has received since it was purchased by Alex Murelo in 2017.

Meruelo has reportedly sunk \$100 million into renovating the resort. The results have been impressive, and Sahara has become one of our favorite casinos in Las Vegas.



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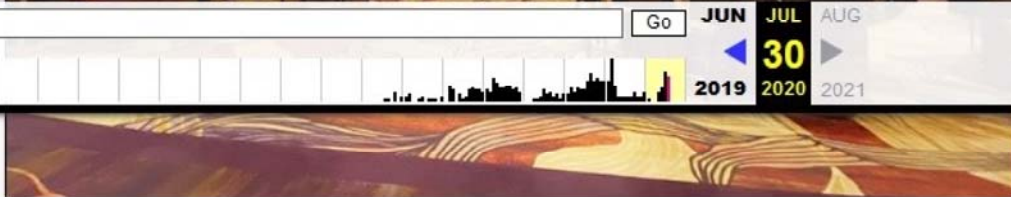
The second iteration of Sahara could end the same as the first. Good job ruining everything, COVID-19.

The rumored closure of Sahara Las Vegas would be a blow to Las Vegas and the north end of The Strip.

Employees suffer in such scenarios as well, obviously. In preparation for the closure, reductions of staff have already begun at Sahara, apparently.

In March 2020, Sahara made a very [public statement](#) it was making "drastic cuts" to its operations due to the pandemic, including a "temporary reduction of workforce."

We're told union considerations are a factor in the timing of the announcement of the closure of Sahara, otherwise it might have closed even sooner.



So, so pretty, but so, so empty.

Again, Sahara's closure has not been announced or confirmed, so it remains to be seen how this saga will unfold. Sources don't always get it right, and in this case, we'd love it if the information is wrong.

First, we lost Cleo at Sahara. Now, there's the prospect of our beloved Casbar Lounge and Bazaar Meat going away as well. Our heart can only take so much.

We've been rooting for Sahara, but it seems the resort's location and marketing challenges have proven insurmountable. Again. The pandemic, it seems, was the straw that broke the camel's back.

Share some Vegas.



This entry was posted in [Las Vegas](#), [Las Vegas Casinos](#), [Las Vegas Hotels](#) on [July 30, 2020](#).

Exhibit B



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Vital Vegas
@VitalVegas



Today in "Nothing to See Here": Word is Sahara has pulled the plug on discounts and incentive programs for its big players. So, there's that.

10:26 AM · Aug 3, 2020 · [Twitter Web App](#)

10 Retweets 112 Likes



Alezona Mike @brewjersey · Aug 3
Replying to @VitalVegas



At this point, how short is that list?

1



4



Vital Vegas @VitalVegas · Aug 3



Don't make it awkward. On certain visits, I've actually seen 4-5 players in high limit, more than in the entire table games area on the main floor.



9



Aspenbl123 @aspenbl123 · Aug 3
Replying to @VitalVegas



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