



CASE NO: A-24-888182-B
Department 13

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8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 WYNN LAS VEGAS, LLC,
11
12 Plaintiff,
13 vs.
14 FONTAINEBLEAU LAS VEGAS II, LLC;
FONTAINEBLEAU DEVELOPMENT, LLC;
15 BOWTIE HOSPITALITY LV LLC d/b/a
Fontainebleau Las Vegas; and ROE
16 DEFENDANTS 1-10
17 Defendants.

Case No.:
Dept. No.:

COMPLAINT
**[EXEMPT FROM ARBITRATION –
INJUNCTIVE RELIEF REQUESTED]**

18 Plaintiff Wynn Las Vegas, LLC (“Plaintiff” or “WLV”), by and through its counsel, the law
19 firm of Snell & Wilmer L.L.P., complains against Fontainebleau Las Vegas II, LLC, Fontainebleau
20 Development, LLC, and Bowtie Hospitality LV LLC (collectively, “Fontainebleau”) as follows:

21 **INTRODUCTION**

22 1. This litigation involves the repeated and outrageous attempts of Fontainebleau to
23 interfere with WLV’s employment contracts. After a prior lawsuit between the parties—addressing
24 the same misconduct Fontainebleau repeats here—Fontainebleau entered into a settlement
25 agreement with WLV wherein Fontainebleau unequivocally agreed to refrain from soliciting WLV
26 employees. Fontainebleau then breached that agreement repeatedly.

27 2. Indeed, Fontainebleau’s violations have been brazen, even going so far as to solicit
28 WLV employees *while on WLV property as WLV’s (albeit) paying guests*. After breaches related

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1 to those solicitations, WLV and Fontainebleau again reached an understanding, whereby
2 Fontainebleau recommitted itself to the prior settlement agreement.

3 3. But Fontainebleau simply cannot stop interfering with WLV’s employment
4 contracts. Fontainebleau’s conduct is demonstrative of an unhealthy obsession with everything
5 Wynn, from its amenities to its employees. Once again, Fontainebleau attempted to induce a WLV
6 contractually restricted employee into breaching his contract to work for Fontainebleau.

7 4. Hence, WLV had no choice but to file this suit to protect its interests from
8 Fontainebleau’s continued misconduct.

9 **PARTIES**

10 5. Plaintiff Wynn Las Vegas, LLC is a Limited Liability Company formed under the
11 laws of the State of Nevada and doing business in Clark County, Nevada.

12 6. On information and belief, Defendant Fontainebleau Las Vegas II, LLC is a Florida
13 limited liability company, registered in the State of Nevada and doing business in Clark County,
14 Nevada.

15 7. On information and belief, Defendant Fontainebleau Development, LLC is a Florida
16 limited liability company, doing business in Clark County, Nevada.

17 8. Defendant Bowtie Hospitality LV LLC d/b/a Fontainebleau Las Vegas is a Limited
18 Liability Company formed under the laws of the State of Nevada and doing business in Clark
19 County, Nevada.

20 9. Defendant Roe Defendants 1-10 are entities that are affiliated and/or closely related
21 to the three Fontainebleau defendants described above. These defendants maintain a web of
22 corporations and limited liability companies, both in Nevada and Florida. Hence, Plaintiff cannot
23 be sure which specific such entities have participated in the wrongful conduct described herein. On
24 information and belief, the Fontainebleau defendants described above and these Roe Defendants
25 have acted jointly or severally to, among other things, interfere with Plaintiff’s contractual
26 relationships with its employees. Upon learning the identity of these Roe Defendants, Plaintiff will
27 seek leave of the Court, as needed, to expressly name such defendants herein.
28

1 JURISDICTION AND VENUE

2 10. This Court has subject matter jurisdiction over this action under Section 6, Article 6
3 of the Nevada Constitution and pursuant to NRS 3.220.

4 11. This Court has jurisdiction over all the parties pursuant to NRS 14.065, because the
5 parties are either (1) domiciled in the State of Nevada or (2) “purposefully establishe[d] contacts
6 with the forum state and affirmatively direct[ed] conduct toward the forum state, and . . . the cause
7 of action arises from that purposeful contact with the forum or conduct targeting the forum.” *See*
8 *Trump v. Eighth Jud. Dist. Ct.*, 109 Nev. 687, 700, 857 P.2d 740, 748 (1993).

9 12. Venue is proper in this judicial district pursuant to NRS 13.040.

10 GENERAL ALLEGATIONS

11 **A. WLV’s Executive Employment Contracts**

12 13. WLV expends considerable resources to recruit, retain, and train executive-level
13 employees. Accordingly, WLV protects its valuable investments into these executives with
14 employment agreements, often with a multi-year employment term.

15 14. In exchange for these generous employment terms and consistent with practices in
16 the gaming industry, WLV requires its executive-level employees to agree to a non-competition
17 provision that precludes the employee, during their employment term, from accepting similar
18 employment with a WLV competitor.

19 15. The executive employment agreements also include a non-solicitation provision that
20 precludes employees, during their employment term, from soliciting other WLV employees to leave
21 WLV to take employment with a WLV competitor.

22 **B. Fontainebleau’s Pattern of Interfering with WLV’s Employment Contracts**

23 16. Since mid-2022, Fontainebleau has engaged in a pattern of soliciting WLV’s
24 executive employees while knowing that they (1) are under contract with WLV and (2) have non-
25 competition agreements with WLV that would preclude them from working for Fontainebleau.

26 17. Fontainebleau encouraged multiple WLV executives to breach the term of their
27 employment agreements and the non-competition provisions contained therein.

28 18. To avoid a clear breach of contract, Fontainebleau would attempt to obscure the

1 breach of the non-competition provisions by claiming the employees would work in
2 Fontainebleau's Miami, Florida location. But, on information and belief, this was a façade meant
3 to hide the direct competition only temporarily until the non-competition provisions expired.

4 19. Fontainebleau has then used these former WLV executives to solicit other WLV
5 employees while knowing that such solicitations would breach the former WLV executives' non-
6 solicitation provisions.

7 20. Indeed, Fontainebleau's General Counsel, Mike Pappas, has been duplicitously
8 involved in this interference. Specifically, Pappas negotiated directly with WLV's counsel after
9 the first such instances of contractual interference, agreeing to cease the tortious conduct. Yet, as
10 is the subject of the instant Complaint, Pappas was instrumental in Fontainebleau's latest
11 interference.

12 ***1. Fontainebleau Solicits David Snyder and Uses Him to Solicit Multiple Others***

13 21. In January 2021, David Snyder ("Snyder") entered into an employment agreement
14 with WLV. Under Snyder's employment agreement, Snyder agreed to the non-competition
15 provision described above. He also agreed not to solicit any of WLV's employees to leave
16 employment with WLV. This non-solicitation covenant was to remain in effect for one year after
17 termination of the employment relationship.

18 22. In June 2022, Snyder provided notice to WLV of his intent to unilaterally terminate
19 his employment with WLV on July 8, 2022. Hence, the non-solicitation covenant in his employment
20 agreement remained in effect through July 8, 2023. Snyder informed WLV's COO that he intended
21 to engage in a similar function for Fontainebleau as he had for WLV. Fontainebleau had recruited
22 and hired Snyder to help open its new resort on the Las Vegas Strip.

23 23. Fontainebleau solicited Snyder knowing that he was still under contract with WLV
24 and subject to a non-competition agreement.

25 24. On July 9, 2022, WLV filed suit against Snyder and Fontainebleau in Department 3
26 of the Eighth Judicial District Court, State of Nevada (Case No. A-22-855182-C) (the "Prior
27 Litigation"). On July 12, 2022, WLV filed an *Ex Parte* Application for Temporary Restraining
28 Order, which the Court granted on the same day.

1 25. On or about August 2022, as a result of the negotiations that followed, WLV,
2 Snyder, and Fontainebleau entered into a Settlement Agreement and Mutual Release (“Settlement
3 Agreement”).

4 26. Under the Settlement Agreement, Snyder and Fontainebleau agreed, among other
5 things, that they would “not directly solicit any WLV employees, including by any outside recruiting
6 agents working on behalf of Defendants.” This non-solicitation covenant was to remain in effect
7 through July 8, 2023.

8 **2. *Fontainebleau Breaches the Settlement Agreement Almost Immediately***

9 27. Shortly after the execution of the Settlement Agreement, a recruiting agency
10 working on behalf of Fontainebleau solicited a WLV employee in violation of the Settlement
11 Agreement.

12 28. Negotiations again followed, wherein WLV agreed not to file suit for breach of the
13 Settlement Agreement in exchange for an extension of the non-solicitation provision from July 8,
14 2023, to August 7, 2023. In December 2022, WLV, Snyder, and Fontainebleau memorialized this
15 amendment in the Amendment to Settlement Agreement and Mutual Release. (The Settlement
16 Agreement as amended is hereinafter referred to as the “Amended Settlement Agreement.”)

17 **3. *Fontainebleau Breaches the Amended Settlement Agreement***

18 29. Upon information and belief, on or before April 6, 2023, Snyder, again acting on
19 behalf of Fontainebleau, contacted WLV Dim Sum Executive Chef Sandy Shi to offer her
20 employment at Fontainebleau. The salary Snyder offered was higher than Chef Shi’s salary at the
21 time.

22 30. Fontainebleau solicited Chef Shi, again knowing that she was still under contract
23 with WLV and subject to a non-competition agreement.

24 31. Wynn Resorts’ (the parent of WLV) CEO Craig Billings contacted Fontainebleau
25 CEO Jeff Soffer to discuss this breach of the Amended Settlement Agreement. Mr. Soffer assured
26 Mr. Billings that Snyder’s solicitation of Ms. Shi was an inadvertent mistake that would be corrected.
27 Mr. Soffer reaffirmed Fontainebleau’s commitment to its obligations in the Amended Settlement
28 Agreement.

1 32. In reliance upon Mr. Soffer’s promises, WLV opted to forego filing a new action.

2 **4. *Fontainebleau Breaches the Amended Settlement Agreement Again***

3 33. On January 23, 2020, Brian Kenny (“Kenny”) entered into a three-year employment
4 agreement with WLV to act as WLV’s Executive Sous Chef. Kenny’s employment agreement
5 included a non-solicitation agreement that runs through one year after termination of the
6 employment. In January 2023, Kenny’s employment at WLV terminated.

7 34. In May 2023, Kenny, on behalf of Fontainebleau, contacted WLV Executive Sous
8 Chef Corey Francis to (1) persuade him to leave WLV and (2) to obtain contact information for
9 other WLV employees for the same purpose.

10 35. Fontainebleau solicited Chef Francis again knowing that he was still under contract
11 with WLV and subject to a non-competition agreement.

12 **5. *Fontainebleau Breaches the Amended Settlement Agreement a Third Time***

13 36. On or before June 1, 2023, Brett Mufson, President of Fontainebleau Development
14 LLC, and David Grutman contacted WLV’s Vice President of Nightlife Ryan Jones. Mr. Grutman
15 offered Mr. Jones a position as Chief Executive Officer of his affiliated company, which would
16 include overseeing all restaurants and nightlife venues to be operated by that company at
17 Fontainebleau’s Las Vegas resort. Exemplifying Fontainebleau’s infatuation with Wynn, this offer
18 occurred at a meeting on WLV property, at the Wynn Tower Suite Bar. Mr. Mufson was supportive
19 of Mr. Grutman’s offer and told Mr. Jones that he need not worry about his current contract with
20 WLV.

21 **6. *Fontainebleau Breaches the Amended Settlement Agreement Two More Times***

22 37. On August 9, 2019, Patrice Caillot (“Caillot”) entered into a three-year employment
23 agreement with WLV to act as WLV’s Executive Pastry Chef. Caillot’s employment agreement
24 included a non-solicitation agreement that runs through one year after termination of the
25 employment. Caillot resigned from his employment with WLV effective July 9, 2022.

26 38. In or about early fall 2022, Caillot contacted WLV Pastry Chef Vivian Lam and
27 offered her an open door if she ever wanted to leave WLV, presumably to work for Fontainebleau.

28 39. In May 2023, WLV Garde Manger Executive Chef Michael Verno gave his notice

1 of resignation to WLV Vice President of Culinary Operations and Restaurant Development
2 Christopher Lee. At the time of his resignation, Mr. Verno informed Mr. Lee that Snyder and
3 Kenny had reached out to him and offered him the position of General Manager – Banquet Chef at
4 Fontainebleau.

5 40. Fontainebleau solicited Mr. Verno knowing that he was still under contract with
6 WLV and subject to a non-competition agreement.

7 **C. Fontainebleau Tries to Induce Yet Another WLV Employee to Breach His Contract**

8 41. Effective January 1, 2022, Wayne Crane entered into an employment agreement
9 with WLV. Under the agreement, Crane agreed to work as WLV’s “Executive Director – Talent –
10 Wynn Nightlife” for a term of three years beginning on January 1, 2022, and concluding on January
11 1, 2025. Consistent with WLV’s employment practices, Crane’s contract included both a non-
12 competition and a non-solicitation provision.

13 42. In January 2024, Michael Waltman (“Waltman”), the Senior Vice President of
14 Nightlife at Fontainebleau, called Crane to encourage Crane to leave his employment at WLV and
15 work for Fontainebleau. Waltman told Crane that Crane was “not appreciated over there” at WLV.

16 43. On information and belief, Waltman knew that Crane was subject to a non-
17 competition agreement and that accepting employment with Fontainebleau would breach that
18 agreement.

19 44. Waltman offered Crane a tour of the Fontainebleau resort on the Las Vegas strip. In
20 mid- to late-January, Crane accepted the offer for the tour. Waltman took Crane on a tour of the
21 resort, including the club, hotel, and pool.

22 45. Crane informed Waltman that Crane still had nearly one year left on his contract
23 with WLV. Nevertheless, Waltman asked Crane, “What would it take to bring you over [to
24 Fontainebleau]?”

25 46. Fontainebleau solicited Crane knowing that he was still under contract with WLV
26 and subject to a non-competition agreement.

27 47. Shortly thereafter, Crane received an email from Mike Pappas, General Counsel and
28 Chief Administrative Officer for Fontainebleau Development. As Fontainebleau’s chief legal

1 counsel, who was directly involved in the prior settlement negotiations with WLW, Pappas was
2 well-aware that Crane's contract with WLW would include both a non-competition and non-
3 solicitation provision.

4 48. The email from Pappas contained the draft of an employment agreement. On
5 February 12, 2024, Crane executed the Fontainebleau employment agreement in direct violation of
6 his WLW employment contract. It was contemplated that Crane would begin the new employment
7 at the beginning of March 2024.

8 49. On February 13, 2024, Crane gave notice of his intent to terminate his employment
9 at WLW. The same day, Crane met with Waltman and several others at Fontainebleau's Las Vegas
10 resort.

11 50. WLW had only two options: (1) to allow Crane to leave, causing substantial harm to
12 WLW's nightlife business, or (2) to mitigate damages by convincing Crane to stay at WLW for a
13 substantial pay raise.

14 51. WLW was able to convince Crane to stay at WLW. However, to do so, WLW had to
15 significantly increase Crane's salary – a direct result of Fontainebleau's tortious interference with
16 Crane's employment agreement.

17 **D. WLW Is Entitled to Injunctive Relief**

18 52. WLW is likely to succeed on the merits of its claims. Specifically, Fontainebleau
19 has repeatedly engaged in tortious interference with WLW's contractual relations, including, most
20 recently, by soliciting Crane to breach his WLW employment agreement while knowing that one
21 year remained on that agreement and that he was subject to a non-competition provision.

22 53. WLW is likely to suffer irreparable harm from Fontainebleau's conduct, including
23 in loss of employees, WLW's most valuable resource. Fontainebleau has shown that it will continue
24 to solicit WLW employees, despite repeated agreements—both written and oral—to cease such
25 activities.

26 54. WLW has a right to relief and will suffer immediate, severe, irreparable injury unless
27 Fontainebleau is enjoined.

28 55. The balance of hardship weighs in favor of WLW as, for example, refraining from

1 tortious interference with contract is not a cognizable hardship.

2 56. Public policy weighs in favor of WLV, because public policy supports preventing
3 tortious interference with contract.

4 57. Thus, Fontainebleau should be prohibited and enjoined from interfering with
5 WLV's contractual relationships (e.g., employment agreements), including by soliciting third
6 parties to break contractual agreements with WLV or to refrain from entering into prospective
7 contractual agreements with WLV.

8 **FIRST CAUSE OF ACTION**

9 **Tortious Interference with Contractual Relations and with Prospective Contractual
10 Relations – Against All Defendants**

11 58. Plaintiff incorporates herein by reference all preceding paragraphs as if fully set
12 forth herein.

13 59. Plaintiff has valid and existing contracts with its employees.

14 60. Defendants have knowledge of these contractual relationships.

15 61. Defendants have engaged in intentional acts intended or designed to disrupt these
16 contractual relationships, including, among other things, by soliciting Crane to terminate his
17 employment relationship with WLV to work for WLV's competitor.

18 62. As a direct and proximate result of Defendants' misconduct, Plaintiff has suffered
19 damages in excess of \$15,000, the specific amount to be proven at trial, plus interest, fees and costs.

20 63. If Defendants' continued misconduct is not enjoined, Plaintiff's damages will
21 increase substantially, and Plaintiff will suffer irreparable harm.

22 64. In addition, Defendants' acts and omissions have been and are willful, wanton,
23 intentional, and committed with malice or reckless indifference to Plaintiff's rights, entitling
24 Plaintiff to damages in the form of compensatory damages and punitive damages to punish
25 Defendants for their actions and to deter them, and others, from such actions in the future.

26 65. Plaintiff has been required to retain counsel to prosecute this claim and is entitled to
27 an award of reasonable attorney's fees and costs.

28 ///

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For relief restraining and enjoining Defendants from interfering with WLV’s contractual relationships (e.g., employment agreements), including by soliciting third parties to break contractual agreements with WLV or to refrain from entering into prospective contractual agreements with WLV.
2. For judgment against Defendants for each cause of action contained herein;
3. For actual and compensatory damages in excess of \$15,000, the precise amount to be determined at trial;
4. For punitive damages under applicable Nevada law;
5. For pre- and post-judgment interest; and
6. For reasonable attorney’s fees and costs of suit.

Dated: February 29, 2024.

SNELL & WILMER L.L.P.

By: /s/ Erik J. Foley

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