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11 Attorneys for Plaintiff

12  
13 UNITED STATES DISTRICT COURT  
14 DISTRICT OF NEVADA

15 CCCS INTERNATIONAL, a South  
16 Carolina corporation, )

CASE NO.:

17 PLAINTIFF )

18 v. )

19 FONTAINEBLEAU LAS VEGAS, LLC, a )  
Nevada limited liability company; )  
20 FONTAINEBLEAU LAS VEGAS II, LLC, )  
a Florida limited liability company; and )  
21 FONTAINEBLEAU RESORTS, LLC, a )  
Florida limited liability company, )

22 DEFENDANTS. )  
23

24 PLAINTIFF'S ORIGINAL COMPLAINT

25 JURY DEMANDED

26 CCCS International ("CCCS"), through its attorneys, Jolley Urga Wirth Woodbury &  
27 Standish and McAlpine & Associates, P.C. (will comply with LR 1A 10-2 within 45 days), states  
28 as its Complaint against the Defendants as follows:

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**PARTIES AND JURISDICTION**

1  
2 1. CCCS is a South Carolina corporation with its principal place of business located  
3 at 102 Graduate Lane, Ladson, South Carolina. CCCS did engage in systematic and regular  
4 business activities in Clark County, Nevada.

5 2. Fontainebleau Las Vegas, LLC is a Nevada limited liability company, with its  
6 principal place of business at 2827 Paradise Road, Las Vegas, Nevada 89109.

7 3. Fontainebleau Las Vegas II, LLC, is a Florida limited liability company, and  
8 predecessor of Fontainebleau Las Vegas, LLC, which conducts systematic and regular business  
9 activities in Clark County, Nevada.

10 4. Fontainebleau Resorts, LLC, is a Florida limited liability company, which engages  
11 in systematic and regular business activities in Clark County, Nevada.

12 5. Upon information and belief, Defendant Fontainebleau Resorts, LLC is a parent  
13 company, and/or is an alter ego of the Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas  
14 II, LLC. As such, these companies (Fontainebleau Resorts, LLC, Fontainebleau Las Vegas, LLC  
15 and Fontainebleau Las Vegas II, LLC) shall be collectively referred to herein as "Fontainebleau".  
16 Moreover, and based upon information and belief, the various Fontainebleau entities are the  
17 instrumentality and/or alter ego of each other.

18 6. There is complete diversity of citizenship between the litigants, and the amount in  
19 controversy in this action exceeds \$75,000.00 exclusive of interest and costs. Accordingly, this  
20 Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332.

21 7. Venue is proper in this Court in that Defendant Fontainebleau Las Vegas, LLC  
22 maintains its principal place of business in Las Vegas, Nevada, and Defendants Fontainebleau Las  
23 Vegas II, LLC and Fontainebleau Resorts, LLC maintain and operate businesses in Las Vegas,  
24 Nevada.

**FACTUAL SUMMARY**

25  
26 8. This lawsuit arises from the construction of the Fontainebleau Las Vegas Hotel and  
27 Resort, in Las Vegas, Nevada (the "Project"). CCCS was retained to perform various construction  
28 management and auditing services for the Project. Fontainebleau Las Vegas, LLC, Fontainebleau

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1 Las Vegas II, LLC and Fontainebleau Resorts, LLC are the owners of the Project. Turnberry West  
2 Corporation was the general contractor for the Project, who operated under the direction and  
3 control of Fontainebleau.

4 9. During the summer of 2008, CCCS was contacted by Fontainebleau representatives  
5 and asked to provide various construction management services for the Project. According to  
6 Fontainebleau, the Project was severely over budget and Fontainebleau was in need of a  
7 construction manager able to provide cost management and auditing services to recover prior  
8 unnecessary overpayments.

9 10. Based upon a past project, CCCS was told that CCCS would be compensated  
10 through the agreed upon "Incentive Recovery Fee", whereby CCCS would obtain a percentage of  
11 recovery on the overpayments made to various contractors and suppliers who worked at the Project.  
12 The parties projected that CCCS would save Fontainebleau a total of \$130 million in prior  
13 overpayments.

14 11. CCCS was told that CCCS would be entitled to 2% of any discovery of prior  
15 overpayments or potential overpayments.

16 12. In addition to the Incentive Recovery Fee, CCCS was to be paid a monthly billing  
17 fee, moving/living expenses and a separate 10% overhead/administration fee on all costs associated  
18 with overseeing and managing other cost control teams and staff members.

19 13. Based upon these discussions, in the fall of 2008, CCCS entered into a contract with  
20 Fontainebleau for the construction, bidding, negotiating and auditing of the Project (the  
21 "Contract").

22 14. Before any written agreement was formalized, Fontainebleau brought CCCS to the  
23 Project in an attempt to contain costs and recover prior overpayments.

24 15. Shortly thereafter, CCCS began performing its work under the Contract.

25 16. During the negotiations prior to the formation of the Contract, Fontainebleau failed  
26 to disclose that Fontainebleau did not have adequate financing to continue performance under the  
27 terms of the Contract through to the completion of the Project.

28

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1 17. Nor did Fontainebleau disclose that Fontainebleau had no intention of honoring the  
2 terms of Contract.

3 18. Fontainebleau failed to adequately design, supervise, coordinate, plan and schedule  
4 all of the work performed at the Project, which resulted in significant delays, disruptions,  
5 alterations and hardship on many of the subcontractors, consultants and employees who worked  
6 on the Project, including CCCS.

7 19. In addition, Fontainebleau wrongfully terminated the Contract and improperly  
8 removed CCCS from completing the Project for no justifiable basis.

9 20. At the time of the wrongful termination, and based upon CCCS's detailed auditing  
10 procedure, CCCS had already discovered over \$40 million in overpayments in the few months  
11 onsite. CCCS was well on its way to discovering the benchmark of \$130 million in  
12 contractor/supplier overcharges when Fontainebleau unfairly removed CCCS from the Project.  
13 However, and despite receiving these significant benefits, Fontainebleau has refused to pay CCCS  
14 the agreed to compensation.

15 21. Upon CCCS's discovery of Fontainebleau's fraudulent billing practices and  
16 inappropriate payment methods, CCCS was wrongfully terminated.

17 22. Despite repeated requests, Fontainebleau has refused to deal fairly and in good faith  
18 with CCCS, including failing to resolve any of the issues relating to payment for the work  
19 performed and accepted.

20 23. These and other breaches as alleged above and below have severely damaged  
21 CCCS, particularly Fontainebleau's failure to pay for the work performed, which has caused CCCS  
22 to incur considerable financial damages, along with the attorney's fees and costs incurred in  
23 pursuing this matter.

24 **COUNT I**  
25 **BREACH OF CONTRACT**

26 24. CCCS repeats and realleges the allegations contained in each and every preceding  
27 paragraph of this Complaint as though fully set forth herein.

28 25. CCCS entered into the Contract with Fontainebleau as set forth above.

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- 1           26.    CCCS performed its obligations under the Contract.
- 2           27.    CCCS discovered over \$40 million in prior overpayments, and was well on its way  
3 to uncovering upwards of \$130 million.
- 4           28.    Fontainebleau repeatedly, materially, and cardinally breached the Contract  
5 including, but not limited to, the following:
- 6               a.    Failure to make payments when due under the Contract as if completed;
- 7               b.    Failing to honor the agreed to Incentive Recovery Fee;
- 8               c.    Failing to provide CCCS with the agreed upon fees, including the  
9 overhead/administration fee;
- 10              d.    Failing to provide CCCS with the agreed upon moving and living  
11 expenses;
- 12              e.    Refusing to recognize and accept many discovered over-billings;
- 13              f.    Refusing to accept the discovery of various improper billing practices by  
14 many contractors, subcontractors and suppliers;
- 15              g.    Attempting to renegotiate with various contractors with the use of  
16 CCCS's overpayment information to the detriment of CCCS;
- 17              h.    Maintaining a separate corporate entity as an alter ego to perpetrate  
18 various misdeeds and misrepresentations concerning the billings and  
19 payment practices at the Project;
- 20              i.    Failing to honor various bidding and change order requirements;
- 21              j.    Failing to provide a proper and adequate design for the Project;
- 22              k.    Failing to properly administer the Contract and coordinate the Project;
- 23              l.    Delaying, disrupting and interfering with CCCS's work;
- 24              m.    Improperly terminating the Contract without justification and cause;
- 25              n.    Wrongful rejection of work;
- 26              o.    Lack of adequate supervision and coordination;
- 27              p.    Inadequate planning and coordination with government requirements;
- 28              q.    Failing to timely obtain the appropriate permits; and
- r.    Improper, inaccurate and excessive change order work.
29.    The foregoing breaches of Contract directly and proximately caused CCCS to incur  
additional costs and damages including, but not limited to:

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- 1 a. Nonpayment of the Contract's balance;
  - 2 b. Increased Project costs;
  - 3 c. Increased travel and living expenses;
  - 4 d. Loss of productivity;
  - 5 e. Lost use of capital;
  - 6 f. Extended home office and site overhead costs;
  - 7 g. Lost business opportunities;
  - 8 h. Damage to its reputation; and
  - 9 i. Other related, incidental and consequential damages.
- 10 30. By reason of Fontainebleau's wrongful conduct, CCCS has been damaged in an  
11 amount in excess of \$75,000.00, to be determined at trial, along with the attorney's fees and costs  
12 incurred in pursuing this matter.

13 **COUNT II**  
14 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

- 15 31. CCCS repeats and realleges the allegations contained in each and every preceding  
16 paragraph of this Complaint as though fully set forth herein.
- 17 32. Under Nevada law, in every contract there is a covenant of good faith and fair  
18 dealing.
- 19 33. Fontainebleau owed CCCS a duty of good faith and fair dealing arising from the  
20 Contract.
- 21 34. Fontainebleau breached that duty imposed by the Contract by performing in a  
22 manner that was unfaithful to the Contract and failing to honor its terms.
- 23 35. As a result of Fontainebleau's breach of that duty, CCCS's justified expectations  
24 were denied.
- 25 36. As a direct result of this breach, CCCS has suffered damages in an amount in excess  
26 of \$75,000.00, to be determined at trial, along with the attorney's fees and costs incurred in  
27 pursuing this matter.

28 ///

**COUNT III**  
**UNJUST ENRICHMENT / QUANTUM MERUIT**

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2  
3 37. CCCS repeats and realleges the allegations contained in each and every preceding  
4 paragraph of this Complaint as though fully set forth herein.

5 38. CCCS contributed significant improvements and cost savings to the Project.

6 39. CCCS has not been paid in excess of \$1 million for its services provided to the  
7 Project.

8 40. Fontainebleau has received, and continues to receive, the benefits of the project  
9 management and auditing services provided by CCCS at the Project.

10 41. The services provided by CCCS have saved or should save Fontainebleau in excess  
11 of \$40 million.

12 42. However, and despite Fontainebleau having received this significant benefit and  
13 cost savings, Fontainebleau has refused to compensate CCCS for these services, which are valued  
14 in excess of \$1 million.

15 43. As a direct and proximate result of the nonpayment by Fontainebleau, CCCS  
16 continues to suffer further damages, including attorney's fees and costs incurred in pursuing this  
17 matter.

18 44. Unless Fontainebleau is made to pay for the services provided by CCCS for the  
19 benefit of the Project, Fontainebleau will be unjustly enriched in an amount in excess of \$1 million  
20 to the detriment of CCCS.

**COUNT IV**  
**FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT**

21  
22  
23 45. CCCS repeats and realleges the allegations contained in each and every preceding  
24 paragraph of this Complaint as though fully set forth herein.

25 46. Both before and continuing beyond formation of the Contract, Fontainebleau  
26 repeatedly represented to CCCS that it would compensate CCCS with an Incentive Recovery Fee,  
27 as well as other moving and monthly payments, in the event that CCCS determined that  
28 Fontainebleau did or would issue various entities significant and unjustified overpayments.

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1 47. Fontainebleau repeatedly assured CCCS that based upon past practice and the  
2 suspected prior cost overruns at the Project, CCCS would be able to obtain compensation through  
3 the proposed Incentive Recovery Fee.

4 48. Fontainebleau also represented that the Project was completely designed, and all  
5 bidding documentation was satisfactory and complete.

6 49. Fontainebleau also repeatedly assured CCCS that there was sufficient financing in  
7 place to justify ongoing construction, even when information given to CCCS to conduct various  
8 auditing functions appeared to establish significant cost overruns that could potentially jeopardize  
9 completion of the Project.

10 50. Contrary to its representations to CCCS, Fontainebleau in fact had never obtained  
11 appropriate financing to complete the Project.

12 51. Nor did Fontainebleau and its representatives completely design or provide  
13 complete bidding documentation to the various subcontractors and suppliers as promised to serve  
14 as the basis for forecasting various Project costs and potential overruns and over-billings.

15 52. Fontainebleau also had no present intention to comply with the agreed upon  
16 Incentive Recovery Fee for the discovery of Project various cost overruns.

17 53. Fontainebleau knew and failed to disclose that there was insufficient financing,  
18 design/bid documentation and planning for the Project.

19 54. Fontainebleau knew and failed to disclose that it did not intend to comply with the  
20 Incentive Recovery Fee as represented.

21 55. Fontainebleau knew and failed to disclose that various payments made to the  
22 Project's contractors and suppliers lacked objective scrutiny.

23 56. Fontainebleau issued these representations with the intention of inducing CCCS to  
24 believe that Fontainebleau had previously performed the complete Project designs, were capable  
25 of building the Project on budget, had ample financing available, and were experienced at handling  
26 similar cost overruns on prior projects.

27 57. In fact, contrary to their representations, Fontainebleau had never before  
28 experienced any event similar to the Project, which was a construction project that did not have a



1 completed design/bid documentation, lacked appropriate financing, and failed to appropriately  
2 consider the previously agreed to cost overruns.

3 58. Fontainebleau made each representation and material omission with the intention  
4 of inducing CCCS to forego other opportunities and to enter into the Contract.

5 59. Fontainebleau knew that its affirmative misrepresentations were false when they  
6 were made, or it made the misrepresentations with reckless disregard as to their truth or falsity.

7 60. In reasonable reliance on Fontainebleau's misrepresentations and omissions, CCCS  
8 entered into the Contract.

9 61. If Fontainebleau had not made all the foregoing misrepresentations and omissions,  
10 CCCS would not have entered into the Contract but would have exercised other options, including  
11 continuing to work on a prior lucrative construction contract in a different state, or negotiate a  
12 wholly different contract with Fontainebleau.

13 62. In further reliance on Fontainebleau's misrepresentations and omissions, CCCS  
14 began providing the requested construction management and auditing services, which have now  
15 saved Fontainebleau more than \$40 million.

16 63. During the investigation into the millions of dollars spent on contractor  
17 overpayment, CCCS began discovering sensitive financial issues, including known and intentional  
18 overpayments to various subcontractors and suppliers. This knowledge ultimately led to CCCS's  
19 wrongful discharge from the Project.

20 64. After these transactions were brought to the attention of Fontainebleau  
21 representatives, CCCS was wrongfully terminated for questioning Fontainebleau's questionable  
22 financial transactions, even when CCCS was brought to the Project to perform various auditing  
23 functions.

24 65. Following this wrongful termination, it became clear that Fontainebleau never had  
25 any intention of performing pursuant to what CCCS believed were the terms of the parties'  
26 Contract, including payment on the Incentive Recovery Fee, as well as payment for overseeing and  
27 managing other cost management entities and employees.

28

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1 66. Because CCCS was induced to enter into the Contract by Fontainebleau's fraud,  
2 CCCS may elect to void the Contract.

3 67. As a direct and proximate result of Fontainebleau's misrepresentations, CCCS  
4 continues to suffer further damages, including attorney's fees and costs incurred in pursuing this  
5 matter.

6 68. As a foreseeable, direct and/or proximate result of Fontainebleau's  
7 misrepresentations, CCCS has incurred and continues to incur damages in excess of \$1 million,  
8 including but not limited to:

- 9 a. Lack of payment on what CCCS perceived were agreed to terms and rates;
- 10 b. Investment of time and resources to relocate to a separate state and  
11 construction project with a severe reduction in its return due to the fact that  
12 the Fontainebleau did not perform as promised, and even wrongfully  
13 terminated CCCS;
- 14 c. Delays in Project work resulting in extra Project costs;
- 15 d. Additional costs incurred in attempting to remedy the significant cost  
16 overruns, including but not limited to the cost of hiring and overseeing  
17 independent contractors to assist in remedying the drastic cost problems;
- 18 e. Lost use of resources;
- 19 f. Lost use of capital;
- 20 g. Damage to reputation;
- 21 h. Cost of financing the Project; and
- 22 i. Lost business opportunities and profits.

23 WHEREFORE, CCCS demands judgment against Defendants, jointly and severally, as  
24 follows:

- 25 1. For general damages in excess of \$75,000, plus pre and post-judgment interest;
- 26 2. For punitive and exemplary damages, plus pre and post-judgment interest;
- 27 3. For reasonable attorney's fees and costs of suit incurred herein; and
- 28 4. For such other and further relief as the Court deems just and proper.

///

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**JURY DEMAND**

1  
2 CCCS hereby demands a trial by jury of all issues and claims properly submitted to a  
3 jury.

4 DATED this 12th day of May, 2009.

5 Respectfully submitted,

6 JOLLEY URGA WIRTH WOODBURY  
7 & STANDISH

8  
9 By /s/ William R. Urga  
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JS 44 (Rev. 12/07)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<p><b>I. (a) PLAINTIFFS</b>                  CCCS INTERNATIONAL</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff _____                  (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p><b>(c)</b> Attorney's (Firm Name, Address, and Telephone Number)                  Jolley Urga Wirth Woodbury &amp; Standish, 3800 Howard Hughes Pkwy., Suite 1600, Las Vegas, NV 89169 (702) 699-7500</p>	<p><b>DEFENDANTS</b>                  Fontainebleau Las Vegas, LLC; Fontainebleau Las Vegas II, LLC; Fontainebleau Resorts, LLC</p> <p>County of Residence of First Listed Defendant <u>Clark</u>                  (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b>(Place an "X" in One Box for Plaintiff and One Box for Defendant)                  (For Diversity Cases Only)</p> <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:33%;">PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business In This State</td> <td style="width:33%;">PTF <input type="checkbox"/> 4 DEF <input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td>PTF <input checked="" type="checkbox"/> 2 DEF <input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td>PTF <input type="checkbox"/> 5 DEF <input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td>PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td>PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF <input type="checkbox"/> 4 DEF <input checked="" type="checkbox"/> 4	Citizen of Another State	PTF <input checked="" type="checkbox"/> 2 DEF <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	PTF <input type="checkbox"/> 5 DEF <input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3	Foreign Nation	PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6
Citizen of This State	PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF <input type="checkbox"/> 4 DEF <input checked="" type="checkbox"/> 4										
Citizen of Another State	PTF <input checked="" type="checkbox"/> 2 DEF <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	PTF <input type="checkbox"/> 5 DEF <input checked="" type="checkbox"/> 5										
Citizen or Subject of a Foreign Country	PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3	Foreign Nation	PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6										

IV. NATURE OF SUIT (Place an "X" in One Box Only)				
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Overpayment Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <p><b>PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <p><b>SOCIAL SECURITY</b></p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	FEDERAL TAX SUITS
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <p><b>Habeas Corpus:</b></p> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <p><b>IMMIGRATION</b></p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from another district (specify)     6 Multidistrict Litigation     7 Appeal to District Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 USC Sec 1332

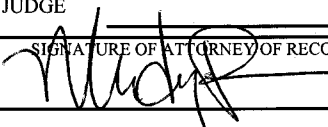
**VI. CAUSE OF ACTION**

Brief description of cause:  
Defendants breached their agreement with Plaintiff for construction management and auditing services

**VII. REQUESTED IN COMPLAINT:**  CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23    **DEMANDS** in excess of \$75,000.00    CHECK YES only if demanded in complaint: **JURY DEMAND:**  Yes     No

**VIII. RELATED CASE(S) IF ANY** (See instructions):    JUDGE \_\_\_\_\_    DOCKET NUMBER \_\_\_\_\_

DATE: 05/12/2009

SIGNATURE OF ATTORNEY OF RECORD: 

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

AO 440 (Rev. 02/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
DISTRICT OF NEVADA

CCCS INTERNATIONAL, a South Carolina corp,
Plaintiff
v.
FONTAINEBLEAU LAS VEGAS, LLC et al.
Defendant
Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) FONTAINEBLEAU LAS VEGAS, LLC
c/o The Corporation Trust Company of Nevada (Resident Agent)
6100 Neil Road, Suite 500
Reno, Nefada 89511

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

William R. Urga, Esq.
Mindy C. Fisher, Esq.
Jolley Urga Wirth Woodbury & Standish
3800 Howard Hughes Parkway, Suite 1600
Las Vegas, Nevada 89169

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 02/09) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4(1))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 02/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

DISTRICT OF NEVADA

CCCS INTERNATIONAL, a South Carolina corp,

Plaintiff

v.

FONTAINEBLEAU LAS VEGAS, LLC et al.

Defendant

)  
)  
)  
)  
)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) FONTAINEBLEAU LAS VEGAS II, LLC  
c/o The Corporation Trust Company of Nevada (Resident Agent)  
6100 Neil Road, Suite 500  
Reno, Nefada 89511

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

William R. Urga, Esq.  
Mindy C. Fisher, Esq.  
Jolley Urga Wirth Woodbury & Standish  
3800 Howard Hughes Parkway, Suite 1600  
Las Vegas, Nevada 89169

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 02/09) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

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\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

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Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



AO 440 (Rev. 02/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
DISTRICT OF NEVADA

CCCS INTERNATIONAL, a South Carolina corp,
Plaintiff
v.
FONTAINEBLEAU LAS VEGAS, LLC et al.
Defendant
Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) FONTAINEBLEAU RESORTS, LLC
c/o The Corporation Trust Company of Nevada (Resident Agent)
6100 Neil Road, Suite 500
Reno, Nefada 89511

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

William R. Urga, Esq.
Mindy C. Fisher, Esq.
Jolley Urga Wirth Woodbury & Standish
3800 Howard Hughes Parkway, Suite 1600
Las Vegas, Nevada 89169

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Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 02/09) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

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\_\_\_\_\_, a person of suitable age and discretion who resides there,  
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I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

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I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: