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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

GRAND CANYON SKYWALK
DEVELOPMENT, LLC, a Nevada limited
liability company; DAVID JIN, an
individual; THEODORE (TED) R.
QUASULA, an individual;

Plaintiffs,

vs.

RUBY STEELE, CANDIDA HUNTER,
WAYLON HONGA, CHARLES
VAUGHN, SR., SHERRY COUNTS,
WILFRED WHATONAME, SR., each
individuals and members of the Hualapai
Tribal Council; PATRICIA CESSPOOCH,
an individual and member of the Hualapai
Tribe; DAVID JOHN CIESLAK, an
individual; NICHOLAS PETER "CHIP"
SCUTARI, an individual; SCUTARI &
CIESLAK PUBLIC RELATIONS, INC., an
Arizona corporation.

Defendants.

No.

COMPLAINT

For their complaint against the above-captioned defendants ("Defendants"), Plaintiffs Grand Canyon Skywalk Development, LLC ("GCSD"), David Jin ("Jin"), and Ted Quasula ("Quasula") (collectively "Plaintiffs") allege as follows:

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1 **I. NATURE OF THE ACTION**

2 1. This is an action for defamation, business disparagement, and civil conspiracy. The
3 Defendants have conspired to publish and have in fact published false and intentionally defamatory
4 statements designed to disparage the reputation of Plaintiffs. The statements have resulted in
5 damaging the reputations of GCSD, Jin and Quasula, and substantial damages have been incurred, in
6 Las Vegas, Nevada, where Jin and Quasula reside, and where GCSD is headquartered.

7 **II. JURISDICTION AND VENUE**

8 2. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332,
9 because each of the Defendants are residents of Arizona, and each of the Plaintiffs are residents of
10 Nevada, creating complete diversity. Plaintiffs seek damages in excess of \$75,000.

11 3. This Court has personal jurisdiction over all Defendants to this action, as Defendants
12 committed intentional torts that caused injury to Plaintiffs in Nevada.

13 4. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332,
14 because each of the Defendants are residents of Arizona, and each of the Plaintiffs are residents of
15 Nevada, creating complete diversity. Plaintiffs seek damages in excess of \$75,000.

16 5. This Court has personal jurisdiction over all Defendants to this action, as Defendants
17 committed intentional torts that caused injury to Plaintiffs in Nevada.

18 6. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a)(2).

19 **III. THE PARTIES**

20 7. Plaintiff David Jin is an individual and a resident of Nevada. Jin is also the main
21 principal of Grand Canyon Skywalk Development, LLC (“GCSD”).

22 8. Plaintiff Ted Quasula is an individual, an enrolled member of The Hualapai Indian
23 Tribe of the Hualapai Indian Reservation, Arizona (the “Tribe”), and a resident of Nevada. Mr.
24 Quasula is the former General Manager of the Grand Canyon Skywalk (“Skywalk” or “GCSD”), from
25 June 2010 to March 2012.

26 9. Plaintiff GCSD is a Nevada Limited Liability Company with its principal place of
27 business in Las Vegas, Nevada.

28 10. Defendant Ruby Steele is an individual, an enrolled member of the Tribe, and a resident

1 of Arizona.

2 11. Defendant Candida Hunter is an individual, an enrolled member of the Tribe, and a
3 resident of Arizona.

4 12. Defendant Waylon Honga is an individual, an enrolled member of the Tribe, and a
5 resident of Arizona.

6 13. Defendant Charles Vaughn, Sr. is an individual, an enrolled member of the Tribe, and a
7 resident of Arizona. Mr. Vaughn, Sr., is a former Chairman of the Hualapai Tribe from June 2004 to
8 2008.

9 14. Defendant Sherry Counts, is an individual, an enrolled member of the Tribe, and a
10 resident of Arizona. Ms. Counts is the current Chairwoman of the Hualapai Tribe.

11 15. Defendant, Wilfred Whatoname, Sr., is an individual, an enrolled member of the Tribe,
12 the one-time Chairman of the Hualapai Tribe, and a resident of Arizona.

13 16. Defendant, Patricia Cesspooch, is an individual, an enrolled member of the Tribe, and a
14 resident of Arizona.

15 17. Defendant, David John Cieslak is an individual and a resident of Arizona, and a
16 principal in Scutari & Cieslak Public Relations, Inc.

17 18. Defendant, Nicholas Peter "Chip" Scutari is an individual and a resident of Arizona,
18 and a principal in Scutari & Cieslak Public Relations, Inc.

19 19. Defendant, Scutari & Cieslak Public Relations Inc. is an Arizona corporation with, on
20 information and belief, its principal place of business in Phoenix, Arizona.

21 **IV. ALLEGATIONS COMMON TO ALL COUNTS**

22 **A. Mr. Jin's Business Relationship With The Hualapai Tribe:**

23 20. David Jin ("Jin") formed Oriental Tour and Travel ("OTTI") in 1995 to cater to
24 travelers primarily from China, Hong Kong, Singapore, and Taiwan. Since 1995, travel to the United
25 States from OTTI's customer base has increased dramatically and continues to grow. In fact, OTTI
26 has become the largest provider of tour services to Chinese nationals visiting the Grand Canyon in the
27 Western United States. OTTI supplies approximately one-third (1/3) of the visitors to the Skywalk.

28 ///

1 21. In the late 1990s and early 2000s, Jin worked with the Tribe to develop helicopter rides
2 and water trips for tourists on the Tribe's reservation, with Jin providing funding for pontoon boats
3 and organizing and managing paying activities for visitors, from which the Tribe greatly benefited and
4 continues to benefit.

5 **B. The 2003 Agreement For The Construction And Management Of The Skywalk**

6 22. In 1996, Jin conceived and developed the idea of constructing and operating a glass
7 viewing platform (that later came to be known as the Skywalk) and related facilities extending over
8 the edge of the Grand Canyon and thousands of feet above the bottom of the Grand Canyon.

9 23. The Tribe lacked the funding or expertise to move the Skywalk project forward until
10 2003, when Jin agreed to finance, develop, and operate the Skywalk project as part of a revenue-
11 sharing agreement. Negotiations were conducted between Jin and Steven Beattie, CFO, and Sheri
12 Yellowhawk, CEO, for the Tribe's Grand Canyon Resort Corporation ("GCRC").

13 24. In connection with Skywalk discussions, in 2003, the Tribe formed 'Sa' Nyu Wa, Inc.
14 ("SNW"), a tribally-chartered corporation, for the purpose of entering into a revenue-sharing
15 agreement with GCSD, a Nevada limited liability corporation formed by Jin for the planning,
16 construction and operation of the Skywalk and related facilities.

17 25. The Tribe is the sole shareholder of SNW. In the 2003 Agreement, SNW partially
18 waived its sovereign immunity for purposes of the contract with GCSD.

19 26. The Skywalk was to be located on the western rim of the Grand Canyon at a place
20 commonly known as Eagle Point on federal trust property owned by the United States government for
21 the Tribe's benefit. GCSD was to manage the Skywalk after its completion.

22 27. In accordance with these plans, Jin and other investors formed GCSD (sometimes
23 referred to herein as "Manager"). The company was created for the purpose of entering into a
24 relationship with the Tribe, under which GCSD would make a substantial up-front initial investment in
25 building the Skywalk and Visitors Center, then recoup that investment along with profits, by managing
26 the Skywalk and related facilities.

27 28. Consistent with and to effectuate these purposes, GCSD and SNW (collectively, "the
28 Parties") entered into the Development and Management Agreement on December 31, 2003 (the

1 “2003 Agreement”).

2 29. The 2003 Agreement provided for, among other things, the construction, management,
3 and operation of the Skywalk and related facilities solely and exclusively by GCSD. The 2003
4 Agreement provided for a 25-year management right in order to ensure an adequate financial return on
5 the initial investment required of GCSD to build the Skywalk. The Agreement also provided special
6 privilege to Jin and OTTI to purchase tickets to the Skywalk at a discounted rate, 15% below the
7 lowest priced ticket, and for up to 50% of the visitor volume the Skywalk could hold. Those rights
8 extend 15 years beyond the end of the Management Agreement.

9 30. GCSD’s headquarters are in Las Vegas, Nevada. Also, the majority of the operational
10 services it provides including, but not limited to, accounting services, food preparation, employee
11 training, H.R. services, warehousing of merchandise, advertising and promotions occur in Las Vegas,
12 and personnel to provide these services do so in Las Vegas, Nevada.

13 31. Importantly, all major vendors and tour operator tickets sales by GCSD occurred in Las
14 Vegas, Nevada, and not on the Hualapai reservation.

15 **C. 2004 Modification Of The Skywalk Agreement**

16 32. Shortly after the 2003 Agreement was executed, SNW requested a change order for
17 substantial expansion of the Skywalk project, expanding the length of the extension of the projection
18 over the Grand Canyon from 30 to 70 feet and widening the walkway from 6 to 10 feet to increase the
19 visitor capacity. Steve Beattie and Sheri Yellowhawk led the negotiations on behalf of SNW and the
20 Tribe.

21 33. These SNW-requested changes required the re-engineering of the project, significantly
22 delayed the opening, and greatly expanded the scope and cost to construct the Skywalk, well beyond
23 the monies GCSD had already invested in the planning and construction of the Skywalk project in
24 order to meet its obligations to SNW under the 2003 Agreement. In all, the investment required was
25 approximately thirty million dollars (\$30,000,000.00).

26 **D. Skywalk Operations And Management**

27 34. Substantial completion of initial phases of the Skywalk occurred in March 2007, when
28 the Sky Bridge opened to the public, and began generating revenue for SNW and GCSD well above all

1 expectations.

2 35. The 2003 Agreement provides for GCSD to act as the Manager of the Skywalk, but
3 also provides that SNW would perform certain finance and accounting functions relative to the
4 Skywalk project including providing GCSD financial information on a monthly basis, and to pay
5 GCSD on a quarterly basis for its Management Fee with an annual reconciliation.

6 36. An outside Certified Public Accountant was to audit the records of the Skywalk project
7 on an annual basis.

8 37. However, shortly after the Skywalk opened to the public in March 2007, it became
9 apparent to both parties that there were substantial irregularities in the numbers being reported to
10 GCSD by SNW.

11 38. A fraudulent scheme ("Scheme") was subsequently uncovered by the Tribe in which
12 employees of GCRC, a tribally chartered corporate entity owned by the Tribe, were embezzling and
13 absconding with revenue from Skywalk ticket sales. These facts were not timely disclosed to GCSD
14 or Jin.

15 39. Revenue records that purported to relate to ticket sales did not correspond to the actual
16 number of tickets presented to GCSD. Moreover, funds were being transferred to and from other
17 entities owned by the Tribe without any authorization by GCSD as Manager.

18 40. What were to be equal distributions to GCSD and to SNW did not occur. While SNW
19 received funds, GCSD did not receive corresponding distributions. Moreover, payments were made to
20 third parties, which were not authorized by GCSD under the 2003 Agreement.

21 41. *During 2008, 2009, 2010 and 2011, no distributions were made by SNW to GCSD for*
22 *its contractually required Manager's Fees.*

23 **E. SNW's Interference With GCSD's Right To Manage**

24 42. During this period of time, SNW, its sister corporation, GCRC, and the Tribe
25 experienced significant internal political turmoil and economic disruption, including the firing of the
26 entire Board of Directors for SNW, GCRC replacement of the entire Board of Directors for SNW and
27 GCRC, with the Tribal Council actually assuming the position of the Board of SNW and GCRC.
28 Financial irregularities occurred, including the co-mingling of funds that were not disclosed to GCSD.

1 Other questionable and/or illegal activities occurred resulting in the boards of GCRC and SNW being
2 dissolved by the Tribe.

3 43. In fact, on January 21, 2010, Defendant Whatoname, was publicly censured and
4 disciplined for violating the Hualapai Tribal Code of Ethics. He was recalled by the people on April
5 16, 2011. (*See* Hualapai Tribal Council Resolution No. 2-2012, attached hereto as **Exhibit 1**)

6 44. Over this period of time, four different boards of directors and seven different CEOs
7 purported to operate SNW causing disruption in communication between SNW and GCSD.
8 Additionally, the disruption resulted in a loss of substantial corporate memory as to the parties' prior
9 contractual agreement and corresponding obligations on the part of SNW.

10 45. SNW's interference with Manager's contractual rights also includes, but is not limited
11 to: (i) undermining and thwarting Manager's ability to transport and deliver employees needed to
12 operate the Skywalk and related facilities; (ii) denying transportation access for employees to travel to
13 and from the Skywalk; and (iii) interfering with the advertising and promotion of the Skywalk. As
14 detailed *supra*, Defendants and the Tribe have also significantly interfered with, impeded, and/or
15 obstructed completion of the Skywalk support building.

16 46. GCSD attempted to address some of the above issues by beginning negotiations for a
17 new management agreement with SNW. SNW terminated negotiations, however, when GCSD
18 objected to certain overreaching proposals by SNW. These proposals included the deletion of a
19 specific provision allowing GCSD to seek compensation with respect to its rights under the 2003
20 Agreement in the event of an eminent-domain taking, despite the fact that GCSD had invested over
21 \$30 million in the Skywalk project.

22 **F. Construction Since The Opening Of The Skywalk**

23 47. When SNW requested massive changes in the scope and cost of the Skywalk, the
24 parties decided to proceed on a design build basis in order to start cash flow from operations, and to
25 allow the Tribe and GCRC to collect additional entrance fees without waiting for the full project
26 completion. This meant that even after the Skywalk had opened to the public, considerable
27 construction remained on the site including the Visitors Center.

28 48. SNW's requested changes included expanding the size of the Visitors Center from

1 5,500 sq. ft. to over 25,000 sq. ft. However, under the terms of the 2003 Agreement, SNW itself had
2 to approve plans for construction. Further, the Hualapai Tribe, as the local permitting entity, also had
3 to grant approval of any work to be performed on the Skywalk project.

4 49. It was SNW and the Tribe's responsibility under the 2003 Agreement to provide
5 necessary utilities and infrastructure to the Skywalk site not only to allow construction to take place,
6 but also to provide amenities to the public. However, SNW and the Tribe have delayed providing the
7 utilities, in fact, claiming it was not their responsibility to provide such services. This in turn
8 prevented the Visitors Center from being completed because without water the required sprinkler
9 systems could not be tested or used; without power the elevator could not be tested or used, and the
10 HVAC systems could not operate.

11 50. Significantly, GCSD completed construction of and opened the Skywalk in March
12 2007. Before and after the opening of the Skywalk, GCSD broke ground and constructed the
13 nearby Visitors Center. However, from 2006 to date, the Tribe failed to construct or otherwise deliver
14 power, water, or wastewater service to Grand Canyon West and the Visitors Center. Today, the
15 Visitors Center stands an empty although nearly completely constructed shell because the Tribe
16 failed for years to deliver sufficient water, electrical service, or wastewater treatment to Grand
17 Canyon West.

18 51. To make matters worse, the Tribal Council (or at least four members of the Tribal
19 Council known locally as the "Gang of Four" and the individual Defendants named herein¹), and
20 despite the unqualified success of the Skywalk bridge that Jin had built, decided to withhold Jin's
21 share of the management fees on the false and made up grounds that it had been Jin's obligation (and
22 not the Tribe's) to construct millions of dollars of infrastructure for the delivery of utilities to the
23 reservation. Certain Defendants began a concerted effort to find a way to justify the decision to take
24 the 2003 Agreement right from GCSD and Jin.

25 52. Beginning in 2011, some of the Defendants began conspiring to invent a justification
26 to take GCSD and Jin's contractual rights and decided to claim that it was the responsibility of GCSD
27 and Jin to put in all of the infrastructure necessary for GCW and the Skywalk. The Defendants agreed
28

¹Defendants: Steele, Hunter, Honga and Vaughn.

1 to lie about the 2003 Agreement and GCSD and Jin's obligations in order to claim a breach of the
2 2003 Agreement and in order to justify a takeover by Eminent Domain.

3 53. Defendant, Cesspooch, known by some as the "mouthpiece" for the "gang of four" was
4 and is, instrumental in disseminating false information and lies about the Plaintiffs including, but not
5 limited to, at various community, council, and corporate board meetings, via Facebook, and to
6 members of the Hualapai Tribe in general. (See February 16, 2012 Minutes from the Board of
7 Directors Meeting for GCRC attached hereto as **Exhibit 2**).

8 54. The Defendants ignore the fact that Jin could not unilaterally construct roads or direct
9 utilities on or across tribal land. Such responsibilities **could only** fall upon the Tribe or any tribal
10 entity it creates.

11 55. Significantly, the Tribe had received over \$30 million from the Federal Government
12 to pave and improve Diamond Bar Road, the only overland access to Grand Canyon West.² That
13 project is still not complete. Upon information and belief, the Tribe had access to, and it had been
14 suggested to them to apply for, funds from the Federal Government to assist in delivering power,
15 water, and other utilities to the Skywalk site but the Tribe refused to do so. The Tribe had also
16 received more than eleven million dollars (\$11,000,000.00) in Federal funding to bring water to the
17 Grand Canyon West. (See Gamyu (the Tribe's newsletter) Issue #15, page 2, dated July 23, 2010
18 announcing "\$11,307,209 Grant Offer West Water Pipeline Project"; see also "Tribe contracts for
19 pipeline for Grand Canyon West" in the July 31, 2009, Kingman Daily Miner, attached hereto as
20 **Exhibits 3 & 4** respectively).

21 **G. GCSD's Request For Arbitration Pursuant To The 2003 Agreement**

22 56. The parties to the 2003 Agreement, agreed to arbitrate their disputes under provision
23 15.4 of the 2003 *Development and Management Agreement*. As such, On August 9, 2011, Jin and
24 GCSD demanded Arbitration to resolve the differences between them.

25 57. SNW refused to participate in the Arbitration process raising the jurisdictional question
26 as to whether GCSD was compelled to first seek an order compelling arbitration from the U.S. district
27

28 ²The largely unpaved (and rugged) Diamond Bar Road serves as the primary road and access for most of the nearly
650,000 annual visitors to Grand Canyon West.

1 court. Following motion practice in November 2011, the Arbitration Tribunal ordered that GCSD
2 had properly demanded arbitration without first seeking permission from the federal court.

3 58. On February 9, 2012, the Tribe seized GCSD's interest in the Skywalk through
4 eminent domain proceedings filed in the Hualapai Tribal Court. As a result of that condemnation
5 proceeding, the Tribe claimed ownership of GCSD's claims in this arbitration and voluntarily
6 dismissed GCSD's demand for arbitration with prejudice. GCSD objected.

7 59. The Arbitration Tribunal upheld GCSD's objections and the Arbitration proceeding
8 continued to a hearing in July 2012.

9 **H. The Tribe's Improper "Eminent Domain" Over The Skywalk And The Defamation**
10 **Campaign**

11 60. On April 4, 2011, the Tribe passed an eminent domain ordinance, via Resolution No.
12 20-2011. That ordinance is Section 2.16 of the Hualapai Tribal Law and Order Code.

13 61. The purpose of this ordinance was to prepare for the condemnation of GCSD's contract
14 rights under the 2003 Agreement.

15 62. Knowing that the eminent domain ordinance would be unpopular, and that there needed
16 to be a breach of the 2003 Agreement, some of the Defendants conspired to defame and disparage Jin,
17 Quasula, and GCSD in the hope of gaining support for the ordinance and a future taking.

18 63. In fact, so of the Defendants, or one of them conceived the idea that of alleging that
19 David Jin and his company GCSD were in breach because he had not brought utilities to the Skywalk
20 site, and the Defendants conspired together to repeat that lie and to work cooperatively together to
21 convince the public on and off the Reservation of its truth despite the fact that none of them had
22 participated in the negotiations of the 2003 Agreement, nor had they first-hand knowledge of the
23 negotiations which took place years earlier between Mr. Jin and the Tribe's representatives, Steve
24 Beattie and Sheri Yellowhawk. None of the Defendants had seen the development and modifications
25 to the 2003 Agreement as Ted Quasula, the former Chairman of the SNW board, had. Some of the
26 Defendants decided to smear Quasula as well.

27 64. The Tribal Defendants, or others acting on the Tribe's behalf, hired Defendant Scutari
28 & Cieslak Public Relations, Inc. to formulate a public relations campaign against Plaintiffs.

1 Defendants Scutari & Cieslak are located in Phoenix, Arizona and so the Defendants made a
2 calculated decision and contacted a P.R. firm off the reservation to assist with the media slur campaign
3 against the Plaintiffs.

4 65. Both Scutari and Cieslak were prior reporters with the Arizona Republic newspaper
5 prior to opening their P.R. Agency. In fact, Scutari and Cieslak released statements regarding the
6 Skywalk dispute in the Arizona Republic and Cieslak is identified as the Tribe's spokesperson.

7 66. A memorandum from Scutari & Cieslak Public Relations, Inc. from the February or
8 March 2011 timeframe explains that:

- 9 a. The Hualapai people are, "facing a significant public relations opportunity - and some
10 considerable challenges - with their planned legal action against David Jin;"
- 11 b. "About 10 years ago, Las Vegas businessman, David Jin, strolled into Peach Springs
12 with a clever idea; build a glass-bottom walkway over the Hualapai's land along the
13 Grand Canyon and create an internationally renowned tourist attraction;"
- 14 c. "When something seems too good to be true, it usually is, sadly, the Hualapai people
15 have learned that lesson the hard way - at the hands of David Jin;"
- 16 d. Jin has failed to abide by his contractual obligations and keep even the most basic
17 promises he made to the Hualapai. The Visitors Center is an empty shell - a
18 ramshackle building that sits idle with exposed wiring hanging from the ceilings and
19 holes in the floor. There are abysmal port-a-johns, not luxurious bathroom, as Jin
20 promised for the thousands of tourists who visit from around the world. Worse yet
21 there is no electricity, water or sewer utilities running to the attraction at all. It's an
22 appalling breach of the contract's most critical terms, and tourists from around the
23 world get a front-row view of the debacle every single day."
- 24 e. The Hualapai have begged Mr. Jin to keep his promises and to complete the work.
25 Instead, Jin and his various subsidiaries have behaved like Arizona's version of Leona
26 Helmsley and Bernie Madoff, leaving uninhabitable buildings in his wake and ignoring
27 the pleas of those who trusted him. The tribe has simply asked Jin to uphold his end of
28 the bargain. Now, the Hualapai are forced to seek the court's assistance to protect
what's left of their investment." (See "Hualapai Nation: Skywalk and Beyond", Scutari
Cieslak attached hereto as **Exhibit 5** (Emphasis in original).³

23 67. The memorandum explains the "communications strategy" designed to ruin Jin's
24 reputation and turn public opinion against Jin, GCSD and its employees, including talking points and
25 "keywords and phrases" to use when meeting and discussing the Skywalk with tribal leaders.

26 68. It became common for Defendants, and other tribal members, to refer to those working
27

28 ³The Memorandum was marked "Privileged and Confidential" by Scutari and Cieslak (not by counsel) but was publicly
circulated by a member of the Hualapai Tribe in early 2011 such that the privilege was waived.

1 for, or cooperating with, Jin as “Jindians.” This term was intended as an ethnic slur against Jin’s
2 Chinese origin, and a derogatory term for those working with him. (See Copy of Facebook Page of
3 Tim Reno Vaughn, the son of Defendant Vaughn, attached hereto as **Exhibit 6**)

4 69. In accordance with the strategy to ruin the reputation of Jin, GCSD, and Quasula,
5 following the passage of the Eminent Domain Ordinance, various Defendants intentionally published
6 defamatory statements to third parties such as news reporters and tribal members.

7 70. On April 13, 2011, David Cieslak made false statements to local news reporter Anthony
8 DeWitt of ABC15.com that:

- 9 a. “Jin signed a contract with the tribe and so far has not lived up to his promises.”
10 b. “Mr. Jin agreed to complete certain critical elements of the Skywalk – including water,
11 sewer and electricity, and the first floor of the Visitors Center. After four years, do you
12 know what it looks like? An empty shell with exposed wiring that remains under
13 construction.”
14 c. “The tribe is extremely disappointed in Jin’s actions and failure to follow through on
15 his contractual obligations.”
16 d. “We have spent years negotiating with Jin, but he refuses to make even basic
17 concessions and complete the work he promised. Now he has filed not one, but two
18 lawsuits. . . . The tribe has simply had enough. Our people – and tourists from across
19 the globe – deserve better.” (See “*Tensions rise between developer and tribe at the
20 Grand Canyon Skywalk*” attached hereto as **Exhibit 7**).

21 71. The public statements that Scutari & Cieslak made as spokesmen for the Tribe mirror
22 the statements and intent in their “*Hualapai Nation: Skywalk and Beyond*” memorandum attached as
23 **Exhibit 5**.

24 72. The memorandum from Scutari & Cieslak also provided that during the week of April
25 11, 2011, Scutari & Cieslak would “write op-ed for *Hualapai* Chairman Wilfred Whatoname, Sr. that
26 will be submitted to various news outlets”. (See **Exhibit 5**).

27 73. In a letter addressed to “Members of the Hualapai Tribe” dated April 14, 2011, and
28 signed by Mr. Whatoname, makes the following false and defamatory claims:

- 29 a. “This issue is simple: it’s about right and wrong, fairness and honor. Jin has failed to
30 abide by his contractual obligations and keep even the most basic promises he made to
31 the Hualapai people.”
32 b. “We have spent years negotiating with Jin, but he refuses to complete the work he
33 promised. The Tribe has simply had enough. Our people – and tourists from across the
34 globe – deserve better.”

- 1 c. "Unfortunately, Jin is using the worst scare tactics that are untrue and offensive. His
2 reckless allegations are designed to divide our community, using fear to stifle open,
3 honest dialogue. We will not let his blatant disregard of decency stop the progress of
4 our people."
- 5 d. "As you know, we entered into an agreement with Jin to develop the Skywalk and
6 manage the project. The deal seemed straightforward and genuine; Jin would finance
7 construction of the Skywalk, a Visitors Center and gift shop. In exchange, we awarded
8 Jin the management contract for Skywalk and the surrounding facilities."
- 9 e. "Jin has failed to abide by his contractual obligations and keep promises he made to our
10 community. The Visitors Center is an empty shell – an uninspiring building that sits
11 idle with exposed wiring hanging from the ceilings and holes in the floor. There are
12 port-a-johns, not luxurious bathrooms, as Jin promised for the thousands of tourists
13 who visit from around the world. Worse yet, there are no electricity, water or sewer
14 utilities running to the attraction at all. It's an appalling breach of the contract."
- 15 f. "Some of the most painful allegations made by Jin accuse our people of being dishonest
16 in our financial dealings."
- 17 g. "That is what's so frustrating, Jin isn't just hurting the tourists who visit the Skywalk,
18 he's impacting the well-being of the 2,100 members of the Hualapai Tribe."
- 19 h. "We have repeatedly asked Jin to keep his promises and complete the work. That has
20 not happened."
- 21 i. "We have spent years negotiating with Jin, but he refuses to complete the work he
22 promised and honor our contract. The Council has simply had enough." (See April 14,
23 2011 Letter from Wilfred Whatoname, Sr., attached hereto as **Exhibit 8**).

24 74. Throughout April, 2011, several Defendants continue to make false and defamatory
25 statements against the Plaintiffs including in the Las Vegas Review Journal, the Las Vegas Sun, USA
26 Today, the Arizona Daily Star, and The Arizona Republic. (See April 2011 articles from these same
27 publications, attached hereto as **Exhibits 9 - 13** respectively).

28 75. These statements were picked up by the Associated Press and distributed nationwide.
(See **Exhibit 11** attached hereto).

76. More significantly and damaging to the Plaintiffs is the fact that the statements were
picked up by <indianz.com> an Internet website for the Indian communities both throughout the
United States and Canada, and is accessible to all persons world-wide with Internet access. This
website's mission is to provide the Indian communities "with quality news, information and
entertainment from a Native American perspective. . . .If you're looking for **reliable, concise and
relevant information** and content affecting tribes and Native Americans, your first stop is

1 Indianz.com.” (See Mission Statement from <indianz.com> attached hereto as **Exhibit 14**).
2 (Emphasis added).

3 77. False and defamatory statements in these publications include the following:

- 4 a. “There’s no ceiling, there’s no interior walls, it is one big empty space” said Honga as
5 he toured the empty space that is supposed to house a restaurant and gift shop for
6 tourists. “It’s got a long way to go.” (Attributed to Honga).
7
8 b. “What is stipulated in the contract was for Mr. Jin to extend the water, the sewer and
9 electric lines and complete the building . . . and it hasn’t been done.” (Attributed to
10 Honga).
11
12 c. A reporter describes the Skywalk sight as follows: A locked plywood gate keeps
13 visitors from wandering through a building that has no electricity, running water,
14 heating or cooling. Caution tape is stretched across an empty elevator shaft and
15 doorframes, and a pile of bagged insulation sits on a concrete floor. . . . Visitors on a
16 sometimes unshaded ramp peek inside the windows, no interior walls, and hardhats and
17 tools strewn about – some of it due to glass replacement. In this same article Honga
18 blames Jin for the state of the Skywalk site and claims Jin shunned his responsibility to
19 complete a Visitors Center.

20 78. Cieslak states that the “building is an eyesore, left untouched for years. People have to
21 walk through there to get to the Skywalk. Wires are exposed. There’s dirt. There’s holes in the walls
22 where the doors are supposed to be, and the grand entrance is boarded up.” Cieslak goes on to state
23 that the tribal council tried in vain over four years to negotiate with Jin regarding utilities and that Mr.
24 Jin has refused to keep his promises. On June 12, 2011, a letter by Mr. Jin, entitled “*Another side to*
25 *Skywalk dispute*” was published in the Las Vegas Review Journal, Jin explained his side of the story
26 in detail – how he put his own money into the Skywalk venture; how he was not compensated for
27 years; and how the Tribe blocked his ability to complete his contract and complete the project. (See
28 “*Another side to Skywalk dispute*”, from the June 12, 2011, Las Vegas Review Journal, attached
hereto as **Exhibit 15**).⁴

79. On June 17, 2011, Charlie Vaughn posted a “comment” publicly in response to David
Jin’s editorial in the Las Vegas Review Journal. This “comment” contained false and negative
misrepresentations including that Jin was in control of the money but “failed to comply with generally
accepted accounting practices.” (See Comment after “*Another side to Skywalk dispute*”, from the Las
Vegas Review Journal, June 12, 2011, attached hereto as **Exhibit 15**).

⁴At the Arbitration held in July 2012, the Arbiter found in favor of Mr. Jin and GCSD.

1 80. The Defendants' defamatory statements were intended to cause embarrassment and
2 injury to the Plaintiffs in Las Vegas, where GCSD is headquartered, and where Mr. Jin and Mr.
3 Quasula reside, and to cause injury over as wide a geographical scope as possible. Jin's reputation has
4 been injured in Las Vegas and in his home country of China, from where the largest number of the
5 OTTI group tours to the Skywalk originate.

6 **I. The Physical "Taking" Of The Skywalk And Continuance Of Defendants' Defamatory**
7 **Statements**

8 81. On February 7, 2012, the Tribe passed Resolution No. 15-2012, which "authorize[d]
9 and direct[ed] the Hualapai Tribe to consummate the acquisition of GCSD's contractual interest in the
10 Skywalk Agreement under the power of eminent domain and to do all things necessary to accomplish
11 this purpose."⁵

12 82. On February 9, 2012, Tribal representatives, including members of the Tribal council
13 and various administrative officers **seized physical control** of the Skywalk by taking physical
14 possession of the facilities and informing all of the Skywalk employees that they had taken over
15 ownership and operation of the management agreement. The Tribal representatives also stated that the
16 employees were no longer employees of GCSD but were, instead, now solely employees of the Tribe.

17 83. Members of the Tribal Council and representatives of SNW intimidated employees and
18 demanded through their physical intimidation that those employees open secured areas of GCSD's
19 operation and demanded that the employees open the safe that was kept on property, which contained
20 more than twenty thousand dollars \$20,000.

21 84. The Tribal Council members and representatives further began running electrical cables
22 and power lines to replace the existing point of sale terminals with simple stand-alone cash registers,
23 and informed the employees that they would be taking over control of ticket sales and would be using
24 their own systems and methods. Further, they announced that the previously issued tickets would not
25 be used and that holders of previously issued tickets would be required to present those tickets at the
26 Grand Canyon West airport terminal building to be exchanged for tickets issued by the Tribe. They
27

28 ⁵On February 8, 2012, the Tribe filed a Complaint in Condemnation and a Declaration of Taking in Hualapai Tribal Court. According to the ordinance and these documents, the Tribe now holds GCSD's contract rights, and GCSD now holds a right to just compensation. The parties are now litigating the constitutionality of the taking in Tribal Court.

1 also later cut off the feed to the GCSD webcam and cut the wires to the Skywalk security surveillance
2 cameras.

3 85. The Tribal Council and its administrative officers also contacted all of the vendors,
4 including helicopter companies, tour companies and the like and informed them that they had taken
5 over and that all ticket sales and tour operations now would be conducted exclusively by the Tribe

6 86. After the taking, and in an attempt to further squelch protest of the highly controversial
7 take over, Defendants continued to defame and disparage Plaintiffs.

8 87. On February 9, 2012, there was a tribal council and GCRC management meeting with
9 the Skywalk employees in the Skywalk Employee Dining Room. Honga led the meeting informing
10 those present that the Tribe has used its sovereign powers and use of eminent domain to take over the
11 Skywalk. He also spoke of the campaign strategy to discredit Jin and tell "our side of the story."

12 88. During a Community Meeting on February 16, 2012, Defendant Vaughn intentionally
13 made a false and misleading public comment that Mr. Quasula's working for Mr. Jin and serving on
14 the "corporate board" "gives the appearance that you are not ethical as an individual." (See February
15 16, 2012 Transcript from Community Meeting, attached hereto as **Exhibit 16**).

16 89. At that same meeting Defendant Honga made the statement that Ted Quasula is very
17 close to David Jin, and that Jin owes "us" eight million dollars (\$8,000,000.00) inferring that Mr.
18 Quasula put the interests of Mr. Jin and Plaintiff GCSD before that of his responsibilities as a member
19 of the Hualapai Tribe, and that Mr. Quasula was linked to the false allegation that Jin owed the tribe
20 eight million dollars. (See February 16, 2012, Second Transcript from Community Meeting, attached
21 hereto as **Exhibit 17**).

22 90. However, three and a half years earlier, on August 31, 2007, Mr. Quasula had advised
23 the board members that he was resigning from the GCRC and SNW boards because he believed his
24 new work with Jin could create a conflict of interest. (See August 31, 2007, GCRC and SNW Board
25 of Directors Meeting Minutes, attached hereto as **Exhibit 18**). As shown by the minutes, Waylon
26 Honga and Sheri Yellowhawk attended that meeting.

27 91. On October 9, 2007, Mr. Quasula handed in his formal resignation to the Tribal
28 Council. (See Ted Quasula Resignation Letter attached hereto as **Exhibit 19**). The Tribal Council

1 members voted on a resolution accepting Mr. Quasula's resignation but the resolution did not pass.
2 (See October 9, 2007 Hualapai Tribal Council Meeting Minutes, attached hereto as **Exhibit 20**, p. 3).
3 The Minutes show that Defendants, Whatoname, Counts, Vaughn and Honga were present at that
4 meeting.

5 92. On November 30, 2007, the SNW board voted on, and passed a resolution that Mr.
6 Quasula would not be allowed to resign but he would refrain from voting on matters pertaining to the
7 Skywalk, that he would delegate the Chair to the Vice Chair for SNW meetings. (See November 30,
8 2007 SNW Board of Directors Meeting Minutes, attached hereto as **Exhibit 21**).

9 93. After November 30, 2007, Mr. Quasula only signed documents on behalf of GCRC,
10 and not for SNW. (See, for example, April 29, 2008 Memo from GCRC to Chairman Charles Vaughn,
11 attached hereto as **Exhibit 22**).⁶

12 94. Thus, Defendants knew when making public allegations of unethical conflicts of
13 interest against Mr. Quasula in 2012, that those allegations were false.

14 95. On February 9, 2012, the Tribe issued a press release authored by Dave Cieslak,
15 containing additional negative misrepresentations about Jin. This press quotes Charles Vaughn as
16 saying, "Mr. Jin has made it impossible to provide a world-class attraction that tourists from around
17 the globe deserve." (See "*Arizona Tribe votes to take over Skywalk*", in February 9, 2012, Kingman
18 Daily Miner, Las Vegas Review Journal, the Las Vegas Sun, MyNews3.com and other Nevada and
19 Arizona media publications, collectively attached hereto as **Exhibit 24**).

20 96. On February 10, 2012, Charles Vaughn again repeated his defamatory statements about
21 Jin's refusal to keep promises in an interview with the Kingman Daily Miner, an Arizona publication.
22 He stated, "the tribe had no choice but to take over control of the Skywalk Jin's refusal to finish
23 the Skywalk Visitors Center and other actions have hampered the tribe's ability to provide a world-
24 class attraction. "The tribe did not ask for this dispute," Vaughn said. "We have made a sincere effort
25 through private negotiations with Mr. Jin, and he still refuses to make the most basic concessions and
26 complete the work he promised." (See "*Jin plans to continue fight for Skywalk*", in February 10, 2012,
27

28 ⁶During a Hualapai Tribal Council meeting almost a year later, on October 4, 2008, Hunter again raised the issue of Mr. Quasula's work with Mr. Jin being in conflict with the GCRC Board although the issues discussed related to the SNW board. (See October 4, 2008, Hualapai Tribal Council meeting minutes, attached hereto as **Exhibit 23**).

1 Kingman Daily Miner, attached hereto as **Exhibit 25**).

2 97. Defendant Cieslak continued to engage in a campaign to discredit Plaintiffs by reaching
3 out to third parties and encouraging them to submit "Op-Ed" pieces to publications. The Op-Eds were
4 written by Cieslak were false and misleading and heavily criticized David Jin. (See February 13,
5 2012, Email from David Cieslak to Jim Brown, developer and operator of the Hualapai Ranch at
6 Grand Canyon West, with copy of proposed Op-Ed, attached hereto as **Exhibit 26**).

7 98. The Op-Ed Cieslak wrote on behalf of Jim Brown in February 2012 includes the
8 following derogatory comments about Jin:

9 "It is clear to us that Mr. Jin has not lived up to his basic contractual
10 promises to build not only a Visitors Center, but bathrooms with running
water and electricity." (See **Exhibit 26**).

11 99. The email to Jim Brown from Cieslak expressly stated that Cieslak would like to place
12 the Op-Ed from Jim Brown in the Arizona Republic, the Las Vegas Review Journal, and the Kingman
13 Daily Miner. (See **Exhibit 26**).

14 100. On February 24, 2012, a letter signed by the "Gang of Four" was distributed to all
15 Tribal Members. The letter included the following false and defamatory statements about the
16 Plaintiffs:

- 17 a. [a]side from building the Skywalk structure itself, Mr. Jin has not come close to
18 keeping his contractual obligations.
- 19 b. [u]nder his [Mr. Jin's] accounting, the Tribe has not been paid its equal share.
- 20 c. After five years in business and over 1.4 million visitors, we should have more than an
21 empty shell of a building for those visitors to experience. We should have more than
22 the undignified and unsanitary eyesore of portable toilets for tourists paying their hard-
23 earned money to experience our sovereign nation and our wonderful state. We should
24 have electricity. We should have running water. This is what we were promised, and
we do not think it was too much to ask. Instead it is the name of the Hualapai Tribe
that is criticized for this state of the facilities that Jin is reluctant to finish. (See
February 24, 2012 Letter to the Members of the Hualapai Tribe signed by Honga,
Steele, Vaughn and Hunter, attached hereto as **Exhibit 27**).

25 101. On February 27, 2012, David Cieslak again made further false and defamatory
26 statements about Jin to the Kingman Daily Miner. He stated: "Please remember that this issue is about
27 right and wrong, fairness and honor. Mr. Jin failed to abide by his contractual obligations and the tribe
28 simply had no other options." (See "*Skywalk workers endure uneasy transition*", in the February 27,

1 2012, Kingman Daily Miner, attached hereto as **Exhibit 28**).

2 102. On June 1, 2012, Candida Hunter posted the following statement on her Facebook
3 page: "Last Thursday we were notified the FBI is investigating David Jin for fraud. This is a positive
4 step in Hualapai moving forward!" (See Copy of Facebook Page of Candida Hunter, attached hereto
5 as **Exhibit 29**) The comment received 29 "likes" by other Facebook members and was "shared"
6 (copied onto the wall of another Facebook user and able to be viewed by that user's Facebook friends)
7 two times. On information and belief, any member of the public can view Ms. Hunter's Facebook
8 page and read this comment about Jin. Further, on information and belief, all 531 of Ms. Hunter's
9 Facebook friends could see this post as part of their "feed." Hunter's comments regarding Plaintiffs
10 continued on Facebook for many months.

11 103. On June 1, 2012, Ruby Steele posted a statement on her Facebook page. The statement
12 commented on the recent Tribal Court hearing in a related litigation, and then stated "[the Eminent
13 Domain ordinance] is finally enabling the tribe to visually see the ACTUAL amount of \$ the Skywalk
14 makes." This statement clearly implies that GCSD, Jin, and/or Quasula had been hiding the amount of
15 money that the Skywalk was making from the Tribe. (See Copy of Facebook page of Ruby Steele
16 attached hereto as **Exhibit 30**). On information and belief, Ms. Steele has hundreds of Facebook
17 friends, all of whom would receive this post as part of their "feed."

18 104. On or around June 1, 2012, Defendant Vaughn posted a lengthy statement on his
19 Facebook page making false and defamatory statements regarding the Plaintiffs. His false allegations
20 include that Jin owed the tribe over \$12,000,000 for ticket sales and more than \$8,000,000 in
21 accounting. Vaughn also falsely claimed that Jin would not show the tribe the accounting which
22 strongly suggests that Jin was mishandling and/or hiding Skywalk finances, which is untrue. (See
23 Copy of Facebook comment by Charles Vaughn, attached hereto as **Exhibit 31**).

24 **J. The Continuance Of Defendants' Defamatory Statements After The Arbitration Tribunal**
25 **Found In GCSD's Favor**

26 105. Jin and GCSD sought and obtained an Arbitration in Arizona from July 16 – 20, 2012.
27 SNW refused to appear. After listening to witness testimony for a week, and reviewing the evidence
28 presented, the Arbiter found in Jin and GCSD's favor and awarded the total sum of \$28,572,810.25

1 to GCSD and against SNW.

2 106. Importantly the Arbiter found based upon all the documents presented and some 14
3 witnesses, including Tribal members with first-hand knowledge, that it was the Tribe's responsibility
4 to provide the necessary utilities, including power and water, to the Skywalk site and that the Tribe
5 had failed to do so. The Arbiter further found that the Tribe's protestations that Jin was to supply the
6 utilities were unfounded and contradictory to the testimony of numerous witnesses at the Arbitration.

7 107. The Arbitration Award was approved and upheld by the United States District Court,
8 District of Arizona in an Order dated February 11, 2013. (*See* February 11, 2013, Order attached
9 hereto as **Exhibit 32**).

10 108. Despite the comprehensive ruling against SNW and favoring Jin and GCSD's position,
11 and the Defendants' knowledge of the falsity of their comments, the Defendants continued to make
12 defamatory statements after the Arbitration.

13 109. Such defamatory statements include:

- 14 a. We entered into our development agreement with Mr. Jin nearly a decade ago with high
15 hopes and in good faith. Since the Skywalk's 2007 opening, Mr. Jin has failed to
16 complete a single project improvement other than the glass bridge. Worse, he indicated
17 that he had no intention of ever doing any further construction of the project
18 improvements.
- 19 b. After the Skywalk opened, Mr. Jin's company accepted the responsibility of handling
20 all money paid by visitors to the unfinished attraction. The accountability for these
21 funds has been nonexistent and was an abuse of Mr. Jin's fiduciary trust.

22 Sherry Counts is identified as the Chairwoman of the Hualapai Tribe. (*See* "*Tribe can manage*
23 *Skywalk without developer*", October 5, 2012, Letter to the Las Vegas Review Journal from Sherry
24 Counts, attached hereto as **Exhibit 33**).

25 110. The Las Vegas Review Journal has a daily circulation of over 166,000 and a Sunday
26 circulation of over 190,000.⁷

27 111. On October 15, 2012, Honga and Vaughn co-authored an Opinion published in The
28 Arizona Republic including the following statements:

- a. We saw this deal with Jin as straightforward, and he seemed genuine. Now, we can't
be so sure.

⁷Figures compiled by the Audit Bureau of Circulations.

- 1 b. The Visitors Center that Jin agreed to build is an empty shell – an uninspiring building
2 that sits idle with exposed wiring hanging from the ceilings and holes in the floor.
3 There are portable toilets – not functional bathrooms, as Jin promised – for the
4 thousands of tourists who pay to visit.
- 5 c. Worse yet, there is no electricity, water or sewer to the attraction. We believe it’s an
6 appalling breach of the contract. (See “*Honga and Vaughn: Skywalk’s potential will be*
7 *realized*” in the October 15, 2012, Arizona Republic, attached hereto as **Exhibit 34**).

8 112. The Arizona Republic has a daily circulation of over 321,000 and a Sunday circulation
9 of almost 585,000.⁸

10 113. This article was one of many picked up and distributed on <indianz.com>. (See
11 “*Honga and Vaughn: Skywalk’s potential will be realized*” on <indianz.com>, attached hereto as
12 **Exhibit 35**).

13 114. The total number of Hualapai Tribal members at Peach Springs consists of
14 approximately 2,100 persons. In comparison the combined Sunday circulations of the Las Vegas
15 Review Journal and the Arizona Republic are approximately 775,000.

16 115. In addition, the articles distributed by <indianz.com> are seen both nationwide in the
17 United States and Canada by all tribes, and by the Native American community in general.

18 116. Defendants’ defamatory statements were made well beyond the borders of the Tribe
19 and beyond where its Tribal authority extends.

20 117. In 2013, Defendants continue their false and defamatory statements against the
21 Plaintiffs.

22 118. Counts authored an Op-Ed in the Arizona Republic which was published on February
23 25, 2013. She repeats her accusations that Jin has failed to complete a single project, and that he has
24 refused to negotiate in good faith. (See February 25, 2013, Op-Ed from Arizona Republic by Sherry
25 Counts, attached hereto as **Exhibit 36**).

26 119. She repeats her false and defamatory statements in a letter to the Hualapai Tribe dated
27 March 4, 2013, and again to the readers of the Kingman Daily Miner in a column published on March
28 6, 2013. (See March 4, 2013, Letter to Tribe attached hereto as **Exhibit 37**; and “*Resolution is*
 possible in Skywalk case,” a March 6, 2013 article, in the Kingman Daily Miner, attached hereto as

⁸Figures compiled by the Audit Bureau of Circulations.

1 **Exhibit 38).**

2 120. On March 15, 2013, a letter from Counts was published in the “Gamyu” the tribal
3 newspaper. Her false and defamatory statements include:

4 The position the Hualapai Tribe is in is simply because Mr. Jin would not complete
5 the building he started and live up to the things he said he would do in the contract
6 he signed. The OTTI contract he recently lost after contract negotiations and
7 deadlines were not met. These were not our decisions these were Mr. Jin’s. We
8 may believe if we simply pay Mr. Jin the \$28.6 million he will be satisfied if you
9 read the papers you will find he is going after \$277 million of future revenues he will
10 not stop. (See Issue # 06 of the Gamyu, attached hereto as **Exhibit 39**).

11 121. True to form, Defendant Cesspooch continues her support for the “gang of four” and
12 her false and defamatory statements against Jin and Quasula. On March 5, 2013 she posted the
13 following comment on Facebook:

14 The Bankruptcy plan was also leaked from Inside Council. When Hualapai
15 Tribal members (3) think that selling information to Jin is the right thing to do
16 Jin’s attorneys will always be ahead. Its unfortunate this happened but the
17 strong move forward the great thing about it is the numbers will become
18 transparent. **Ted with Jin has helped hide the numbers for years.** (See
19 March 5, 2013 comment on the Facebook page of Patricia Cesspooch, attached
20 hereto as **Exhibit 40**). (Emphasis added).

21 Cesspooch continues:

22 Hualapai keep your focus. (I have always encouraged you not to be blinded by
23 Corruption) **David Jin has been practicing a variety of manipulation and
24 scare tactics for years!** . . . From the very first time we came into business with
25 this Jin he has controlled US with expensive business proposals and tells people
26 “Well [sic] make lots of money” when Tribal officials or activists ask how
27 much money and where our [m]oney is or why he has taken more business from
28 the Hualapai (boat tours, helicopters, hummers, an[d] skywalk sales) Mr. Jin
turns off the water so to speak. He threatens to reroute tours to South rim
And ridiculous [sic] decisions were made by him because those of you who
criticized vaughn, Hunter, Honga and Steele by giving them name fantastic
4Mr. Jin has now slandered the Chairwoman and former CEO See
Exhibit 40) (Emphasis added).

122. On March 3, 2013, Cesspooch comments on Facebook, “The people of the Hualapai
Nation never were afforded a Referandum [sic] vote!! **If this was in jin dream he should have built
the skywalk in vegas better yet in Teds back yard or in china.**” (See Comments on Cesspooch’s
Facebook page, attached hereto as **Exhibit 41**) (Emphasis added).

27 **K. Injury To The Plaintiffs Caused By The Defamatory Remarks**

28 123. Almost one third of the total visitors to the Skywalk are foreign nationals traveling

1 from China and other parts of Asia. David Jin and his companies, have extensively advertised and
2 promoted the Skywalk in China and Asia in order to make the Skywalk part of these foreign visitors'
3 US vacations. Many of these visitors speak little English and are completely dependent upon the
4 promises and representations that were made by Jin and GCSD about their Grand Canyon experience
5 based upon the previous advertising and marketing of the Skywalk.

6 124. Moreover, Jin and GCSD employed numerous persons and vendors to provide services
7 to the Skywalk and Plaintiffs' inability to continue business with these persons and entities because of
8 the actions, and defamatory statements of the Defendants has caused rifts in the business relationships,
9 and harmed Jin's reputation.

10 125. The false and ongoing media campaign implemented by Defendants against GCSD, Jin
11 and Ted Quasula the Skywalk General Manager, has included media statements and comments to
12 media publications in Arizona and Nevada, and to locations where these publications are circulated -
13 all outside the boundaries of the Tribal lands, and to hundreds of thousands of people beyond the 2,100
14 Tribal members.

15 126. The false and ongoing media campaign implemented by the Defendants against GCSD
16 has caused and will continue to cause injury and damage to the reputation of Mr. Jin, GCSD, Quasula,
17 and the Skywalk generally.

18 127. The false and ongoing media campaign implemented by Defendants against Mr.
19 Quasula as a result of his involvement with Jin and GCSD to provide the Skywalk attraction to the
20 Hualapai Tribe, and for their benefit has caused, and will continue to cause, injury and damage to the
21 reputation of Mr. Quasula.

22 **V. CLAIMS FOR RELIEF**

23 **FIRST CLAIM FOR RELIEF**

24 (Defamation Against All Defendants)

25 128. Plaintiffs reallege and incorporate by reference each of the proceeding paragraphs.

26 129. Defendants have made false and misleading statements, and/or endorsed and
27 encouraged the statements of others, accusing Plaintiffs of dishonesty, untrustworthiness, callousness,
28 and lack of care for the Hualapai people.

1 130. Defendants made these statements to news reporters and/or issued them as letters or
2 press releases, and/or posted statements on Facebook. These statements were not privileged.

3 131. These statements harmed Plaintiffs' reputations in the public, excited derogatory
4 opinions against them, and caused the public to hold Plaintiffs in contempt. Specifically, untold
5 numbers of people in the Arizona, Nevada, and nationwide markets have now been exposed to false
6 statements of "fact" that Plaintiffs are dishonest, untrustworthy, and do not care for those with whom
7 Plaintiffs do business. For a businessperson, these allegations are a death sentence.

8 132. These statements impute the commission of a crime by implying that Plaintiffs
9 defrauded and misled the Hualapai people, and call into question Plaintiffs' fitness to undertake his
10 trade, business, and profession.

11 133. Defendants made the statements either knowingly and intentionally, or negligently,
12 with reckless disregard for their falsity, or with malice.

13 134. Defendants made the statements with the intent of harming Plaintiffs.

14 135. As a direct and proximate result of Defendants' statements, Plaintiffs have suffered and
15 continue to suffer monetary damages in an amount to be determined at trial. Plaintiffs have also
16 suffered irreparable injury to reputation and business goodwill.

17 136. Based upon the intentional, willful, and malicious nature of Defendants' actions,
18 Plaintiff is entitled to recover exemplary and punitive damages, as well as reasonable attorneys' fees
19 and costs incurred in connection with this action.

20 **SECOND CLAIM FOR RELIEF**

21 (Business Disparagement Against All Defendants)

22 137. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs.

23 138. Defendants made false and disparaging statements concerning Plaintiffs.

24 139. Defendants published and communicated those false statements concerning Plaintiffs to
25 third parties without privilege or authorization.

26 140. Defendants made the statements maliciously, with the intent to cause harm to Plaintiffs'
27 pecuniary interest, or with knowledge of the statements' falsity, or reckless disregard for the truth or
28 falsity of the statements

1 141. As a direct and proximate result of Defendants' statements, Plaintiffs have suffered and
2 continue to suffer monetary damages in an amount to be determined at trial, including the loss of
3 specific sales and a general decline in business. Plaintiffs have also suffered irreparable injury to
4 reputation and business goodwill.

5 142. Based upon the intentional, willful, and malicious nature of Defendants' actions,
6 Plaintiff is entitled to recover exemplary and punitive damages, as well as reasonable attorneys' fees
7 and costs incurred in connection with this action.

8 **THIRD CLAIM FOR RELIEF**

9 (Civil Conspiracy Against The Tribal Council Defendants, Defendants Scutari and Cieslak, and
the Defendant firm of Scutari and Cieslak Public Relations, Inc.)

10 143. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs.

11 144. All Defendants, excluding Patricia Cesspooch, acting in concert, intended to
12 accomplish unlawful objectives, including, but not limited to, those set forth above for the purpose of
13 harming Plaintiffs.

14 145. Such objectives include intentionally destroying the reputation of Plaintiffs with the
15 intention of causing pecuniary harm to Plaintiffs. Defendants also sought to popularize the
16 controversial condemnation ordinance and the controversial decision to condemn GCSD's interest in
17 the 2003 Agreement by destroying Plaintiffs' reputation.

18 146. Plaintiffs have been required to retain legal counsel to enforce their rights and seeks
19 recovery of all reasonable attorneys' fees, and costs incurred in this action.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs Grand Canyon Skywalk Development, LLC, David Jin, and Ted
22 Quasula demand judgment against Defendants, and each of them, as follows:

- 23 a. For presumed general damages based upon harm to Plaintiffs' reputation;
24 b. For general and special damages in an amount to be proven at trial, in excess of
25 \$75,000.00;
26 c. For punitive and exemplary damages;
27 d. For attorneys' fees;
28 e. For its costs of suit and related non-taxable expenses; and

1 f. For any further, necessary or proper relief as appropriate.

2 Respectfully submitted, this 8th day of April, 2013.

3 **GREENBERG TRAUIG, LLP**

4 *Laraine Burrell*

5 Mark G. Tratos

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