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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; DY TRUST DATED JUNE 13, 2013, a Nevada Trust; and THEODORE (TED) R. QUASULA, an individual; Plaintiffs, vs. DAVID JOHN CIESLAK, an individual; NICHOLAS PETER "CHIP" SCUTARI, an individual; SCUTARI & CIESLAK PUBLIC RELATIONS, INC., an Arizona corporation. Defendants.	No. 2:13-cv-00596-RCJ-GWF **PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO AMEND** **Hearing Date: March 23, 2015** **Hearing Time: 1:30 p.m.**

COME NOW Plaintiffs Grand Canyon Skywalk Development, LLC, DY Trust Dated June 13, 2013[1] and Theodore R. Quasula, ("Plaintiffs ") and file this opposition to Defendants' motion for leave to file a first amended answer and counterclaims. This opposition is based upon the below Memorandum of Points and Authorities, all pleadings and other documents on file in the action, the evidence presented, and such oral argument as the Court may allow.

[1] Per this Court's order (Doc. No. 85), DY Trust Dated 2013 has replaced David Jin, who passed away, as a plaintiff in this action. For ease of reference and consistency, this plaintiff will be referred to as "Mr. Jin" or "Jin" where appropriate.

Respectfully submitted this 6th day of March, 2015.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is a defamation and business disparagement case arising out of communications disseminated widely to the public and others by an Arizona-based public relations firm and its principals ("Defendants"). By their motion, Defendants seek leave to amend their answer to assert counterclaims against Plaintiffs. However, these counterclaims should not be permitted for the reasons of undue delay, prejudice to Plaintiffs, and Defendants' apparent bad faith and dilatory motive in asserting completely new claims at this late date. Further, permitting amendment to include Defendants' proposed claims would be futile. The proposed claims are plainly barred by Nevada's litigation privilege, as the basis of Defendants' claims – Plaintiffs' filing and maintaining a colorable lawsuit – is protected activity that cannot give rise to tort liability under the law. Even without the absolute privilege, however, the proposed claims do not state plausible causes of action. As further discussed below, Plaintiffs oppose this motion for leave to amend, and this Court should deny it.

II. BACKGROUND

By way of brief background, the Hualapai Tribe (the "Tribe") hired Defendants in approximately April of 2011 to perform public relations services on behalf of the Tribe. As outlined in detail in the original complaint, a major goal of the public relations campaign was to smear Plaintiffs in the eyes of the tribal members, many of who had been friends and supporters, and the public at large during legal disputes over the Skywalk at Grand Canyon West, more specifically so that the eminent domain "taking" of Plaintiff GCSD's contract interest in the Skywalk management

agreement would appear more reasonable. Defendants were successful in orchestrating a media campaign against Plaintiffs; numerous disparaging and defamatory statements concerning Plaintiffs were made to the Tribe, the public, reporters, and others. The Tribe renewed Defendants' contract (albeit on different terms) again in March of 2012. *See* Proposed Counterclaim, attached as Exhibit B to Defendants' Motion for Leave to Amend Answer and Assert Counterclaims [Docket No. 91]. Defendants were to be paid $250 per hour for their services, up to a maximum of $12,500 per month. *Id*.

The dispute over the Skywalk management fees and related matters dragged on and on, and eventually, the smear campaign became unbearable for Plaintiffs; in April of 2013, Plaintiffs filed a defamation and business disparagement suit against Defendants. The matter was delayed and discovery stalled (over Plaintiffs' objection) for nearly a year pending various motions. Meanwhile, many of the Tribal individual defendants were voluntarily dismissed in April of 2014 following a global settlement of the disputes between the Tribe and Plaintiffs. *See* Doc. No. 63, 64 (dismissing certain defendants). The remaining Defendants' motion to dismiss Plaintiffs' complaint for failure to state a claim and on anti-SLAPP grounds was denied on May 21, 2014. *See* Doc. No. 66.

On June 27, 2014, this Court ordered that a stipulated discovery plan and scheduling order be filed by July 7; it was, and on July 7, 2014, this Court entered the Amended Joint Discovery Plan and Scheduling Order. The parties agreed to attempt mediation, and did so in September of 2014. Unfortunately, the parties were not able to reach resolution. On October 16, 2014, Defendants filed an answer. *See* Doc. No. 70. Defendants also filed a third-party complaint against the Hualapai Tribe for indemnity and contribution with their answer. *Id*. Discovery then began in earnest.

On December 23, 2014, this Court entered the current scheduling order. Discovery is set to close on May 18, 2015.

On February 17, 2015 – nearly two years after Plaintiffs filed this lawsuit – Defendants filed a motion for leave to file counterclaims. Specifically, Defendants seek to add counterclaims for abuse of process and intentional interference with prospective economic advantage.

This motion should be denied, as (1) permitting these late counterclaims, which appear to be the result of bad faith and dilatory motive, would cause prejudice to Plaintiffs, and (2) amendment

would be futile where the counterclaims are barred by the litigation privilege and do not and cannot state a claim upon which relief may be granted. This Court should deny the motion.

III. LEGAL ARGUMENT

A. This Court Should Deny Defendants' Motion for Leave to Amend to Add Counterclaims Where There has Been Undue Delay, Prejudice Would Result, Defendants Appear to be Acting in Bad Faith, and Where Amendment Would be Futile.

This Court should deny Defendants' motion for leave to amend to assert counterclaims. Courts may permit the amendment of an answer and leave to file counterclaims. *See Everest Indem. Ins. Co. v. Aventine-Tramonti Homeowners Ass'n*, 2010 WL 5441641, at *2 (D. Nev. 2010). Although leave to amend should be "freely given," leave to amend is not absolute. *Id*. A court may deny leave to amend in a number of circumstances, to include "undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment, etc." *Foman v. Davis*, 371 U.S. 178, 182, 83 S.Ct. 227, 9 L.Ed.2d 222 (1962).

Here, there are several such reasons to deny the amendment. First, the Defendants delayed the request to amend to assert counterclaims, as it has been two years since the filing of the original complaint. The Defendants offer no compelling reason to justify a two-year delay. Second, Plaintiffs would be prejudiced by the amendment where there are only about ten weeks remaining in the discovery period and adequate discovery would not be able to be taken on these new claims, and where additional research and motion practice would be required. Third, the proposed counterclaims appear to be asserted in bad faith, merely for the purpose of delaying litigation or gaining leverage. The Tribe has stopped employing Defendants because Defendants have sued for indemnification, not because of anything more. Finally, the proposed amendment would be futile where the proposed counterclaims are barred by the litigation privilege and fail to state a claim on the proposed causes of action asserted. These reasons are discussed in turn below.

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1. This Court Should Deny Leave to Assert Counterclaims Where There has Been Undue Delay, Where the Amendment is Sought in Bad Faith, and Where Permitting Such Counterclaims Would be Prejudicial to Plaintiffs

This Court should deny leave to amend to assert counterclaims where Defendants have unduly delayed in seeking to assert these claims, where the claims appear to be brought in bad faith, and where allowing the claims to proceed would be prejudicial to Plaintiffs.

First, permitting the counterclaims so late would be improper where there has been undue delay. "In assessing timelines, we do not merely ask whether a motion was filed within the period of time allotted by the district court in a Rule 16 scheduling order. Rather, in evaluating undue delay, we also inquire whether the moving party knew or should have known the facts and theories raised by the amendment in the original pleading." *See LT Intern. Ltd. v. Shuffle Master, Inc.*, 8 F. Supp.3d 1238 (D. Nev. 2014), quoting *AmerisourceBergen Corp. v. Dialysist West, Inc.*, 465 F.3d 946, 953 (9th Cir.2006); *see Texaco, Inc. v. Ponsoldt*, 939 F.2d 794, 799 (9th Cir.1991) (finding that an eight-month delay between the time a relevant fact was obtained to the time that leave to amend was sought was unreasonable). Here, the causes of action proposed are based primarily upon Plaintiffs' filing of the complaint against Defendants. *See, e.g.*, Proposed Counterclaim at ¶¶ 2-5 (the Tribe stopped engaging Defendants "as a result of the filing of this litigation," Defendants have had to "endure" many embarrassing conversations "regarding this lawsuit," Defendants lost a lucrative contract "as a direct result of this lawsuit."). This suit was filed nearly two years ago. The Defendants answered almost a half year ago and have known for many more months that the Tribe was unhappy with these services. Apart from a bad faith intent to gain leverage late in the suit and prejudice Plaintiffs, there is simply no reason for Defendants to wait until the final hour of litigation to assert such claims. *See generally Morongo Band of Mission Indians v. Rose*, 893 F.2d 1074, 1079 (9th Cir.1990) (upholding denial of leave to amend on the basis of dilatoriness and prejudice where party introduced tenuous new legal theory well into the litigation); *American Society For The Prevention of Cruelty To Animals v. Ringling Brothers and Barnum & Bailey Circus*, 244 F.R.D. 49 (D. D.C. 2007) (noting that the length of delay between the last pleading and the amendment sought is a factor in considering bad faith and dilatory motive).

Likewise, Plaintiffs would be prejudiced by the late addition of these theories. With ten weeks left in discovery, Plaintiffs would have to shift gears, scrambling to research and obtain discovery on these new theories and the purported damages therefrom. This case has been unnecessarily prolonged already; Plaintiffs are "entitled to rely on a timely close of discovery and a near-term trial date." *See McGlinchy v. Shell Chemical Co*., 845 F.2d 802 (9th Cir. 1988) (affirming denial of leave to amend where the "new claims would have required additional research and rewriting of trial briefs. The resulting delay and expense would have prejudiced [the defendants], who were entitled to rely on a timely close of discovery and a near-term trial date.").

Finally, the totality of the circumstances surrounding the proposed amendment to assert counterclaims against Plaintiffs points to bad faith and dilatory motive. Defendants have already sought to delay this lawsuit, and have succeeded. Further, as discussed below, the proposed claims are barred by the litigation privilege. Even if they were not, however, they are conclusory allegations that fail to state a claim upon which relief can be granted. It seems there is no motive for these counterclaims other than an attempt to gain bargaining leverage by making this lawsuit more expensive for Plaintiffs.

2. This Court Should Deny Leave to Assert Counterclaims Where the Proposed Amendment is Futile.

This Court may also deny leave to assert counterclaims where the proposed amendment is futile. A proposed amendment is futile where the claims asserted in the proposed amended pleading are not valid. This standard is akin to the 12(b)(6) standard; the court must accept as true all well-plead factual allegations in the complaint, but legal conclusions are not entitled to the assumption of truth. *Sequoia Elec., LLC v. Trustees of the Laborers Joint Trust Fund*, 2013 WL 321661, *3 (D. Nev. 2013).[2] "When the claims in a proposed complaint have not crossed the line from conceivable to plausible, plaintiff's motion to amend must be denied." *Id*., *citing Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555, 127 S.Ct. 1955, 167 L.Ed.2d 929 (2007). Similarly, although detailed factual allegations are not required, a claim must contain

[2] Although this is akin to the 12(b)(6) standard, and Plaintiffs are therefore addressing some of the deficiencies in the proposed amended counterclaim in this motion, if Defendants are permitted to amend, Plaintiffs reserve the right to file a more comprehensive motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6) on any grounds, including those stated in this motion. Plaintiffs likewise reserve the right to file a special motion to dismiss under Nevada's SLAPP statute.

"more than labels and conclusions" or a "formulaic recitation of the elements of a cause of action." *See, e.g.*, *Ashcroft v. Iqbal*, 556 U.S. 662, 678, 129 S.Ct. 1937, 173 L.Ed.2d 868 (2009) (citations omitted).

Here, Defendants assert two proposed counterclaims against Plaintiffs, both of which fail as a matter of law. These claims are barred by the litigation privilege, but even if they were not, they do not cross the line from conceivable to plausible. It would be futile for this Court to permit amendment to add them.

a. Both Proposed Counterclaims Fail Under Nevada's Litigation Privilege

As an initial matter, both claims fail under Nevada's litigation privilege. Nevada has an absolute privilege for pleadings made in the course of judicial proceedings. *Sahara Gaming Corp. v. Culinary Workers Union Local 226*, 115 Nev. 212 (Nev. 1999) ("Certainly, the pleading in this case, a formal complaint, is covered under the rule of absolute privilege."). This privilege applies not only to prevent liability for defamation based on the filing of a complaint or other statements during litigation, but also to other similar causes of action. *See, e.g.*, *Randazza v. Cox*, 2014 WL 2123228, *4 (D. Nev. 2014) ("Absolute privilege is a defense to abuse of process."); *Grange Consulting Group v. Bergstein*, 2014 WL 5308188, *2 (D. N.J. 2014) (noting that the privilege has been applied to prevent a variety of legal theories, including abuse of process and interference with contractual or advantageous business relations, stating that "[i]f the policy…is really to mean anything then we must not permit its circumvention by affording an almost equally unrestricted action under a different label"); *Pacific Gas & Electric Co. v. Bear Stearns & Co.*, 50 Cal.3d 1118, 1135 (Cal. 1990) (explaining that a litigant is protected from liability "for undertaking to bring a colorable claim to court"); *Salma v. Capon*, 161 Cal.App.4th 1275, 1290 (Cal. App. 2008) (noting that a party's filing of a notice of *lis pendens* was protected under the litigation privilege from liability for the tort of intentional interference with prospective economic advantage "or any other tort except malicious prosecution"). Other policies, such as the *Noerr-Pennington* doctrine and the anti-SLAPP laws, echo this sentiment.

This makes sense, as "[o]bviously if the bringing of a colorable claim were actionable, tort law would inhibit free access to the courts and impair our society's commitment to the peaceful, judicial resolution of differences." *See Pacific Gas & Electric Co. v. Bear Stearns & Co.*, 50 Cal.3d 1118, 1131. Here, Defendants seek to bring counterclaims based entirely on Plaintiffs' filing and maintenance of a lawsuit for defamation. For example, Defendants assert that the Tribe stopped engaging Defendants "as a

result of the filing of this litigation," Defendants have had to "endure" many embarrassing conversations "regarding this lawsuit," Defendants lost a lucrative contract "as a direct result of this lawsuit." *See, e.g.*, Proposed Counterclaim at ¶¶ 2-5. Filing and maintaining a lawsuit is protected activity in American jurisprudence and cannot be the basis for liability. The Court should deny Defendants' motion for leave to assert these counterclaims.

b. Defendants' Proposed Abuse of Process Counterclaim Fails

Defendants' proposed abuse of process claim fails. Nevada law requires that a plaintiff prove two elements to show abuse of process. These are (1) an ulterior purpose by the defendants other than resolving a legal dispute, and (2) a willful act in the use of the legal process not proper in the regular conduct of the proceeding. *See LaMantia v. Redisi*, 118 Nev. 27,30, 38 P.3d 877 (Nev. 2002). The mere filing of the complaint is insufficient to establish the tort of abuse of process. *Laxalt v. McClatchy,* 622 F.Supp. 737, 752 (D. Nev.1985). A claim for abuse of process may be dismissed where a plaintiff simply alleges that a party filed a complaint with malicious intent, and does not include an allegation of abusive measures taken *after* the filing of the complaint. *See Karony v. Dollar Loan Center, LLC*, 2010 WL 5186065, 5 (D. Nev. 2010), citing *Laxalt v. McClatchy,* 622 F.Supp. 737, 752 (D. Nev.1985) ("Although Karony alleges an ulterior purpose to the Underlying Lawsuit, he alleges no facts occurring subsequent to the filing of the Underlying Lawsuit in support of the second element to this claim. Accordingly, Karony alleges insufficient facts to support a claim for abuse of process. Therefore, the Court dismisses this claim."). Similarly, the mere maintenance of a suit is insufficient to state a claim for abuse of process. *Rashidi v. Albright*, 818 F.Supp. 1354, 1359 (D. Nev. 1993).

Here, Defendants have plead no facts in their proposed counterclaim that would support these elements. In their abuse of process allegations, S&C claims that Plaintiffs filed the instant lawsuit, *see* Proposed Counterclaim, at ¶ 10; Plaintiffs sued the owners individually as well as the business, and refuse to dismiss them *see id*., at ¶¶ 11, 13; Plaintiffs excluded Defendants from settlement negotiations, *see id*., at ¶ 12; and that Plaintiffs have been maintaining the suit despite knowing of an indemnity provision as between the Defendants and the Tribe, *see id*. at ¶ 16.

None of these allegations support an abuse of process claim; instead, they are the mere filing and maintenance of a lawsuit, which does not amount to abuse of process under Nevada law. There is no rule stating that all defendants must participate in settlement negotiations; indeed, cases partially settle all the time. Further, this Court has considered the adequacy of Plaintiffs' complaint via a motion to dismiss and found the complaint sufficient to withstand a 12(b)(6) challenge. *See* Doc. No. 66. Finally, the fact that Defendants may someday be entitled to indemnity or contribution from a third party has no bearing whatsoever on Defendants' liability to Plaintiffs.[3] Accordingly, this Court should deny Defendants' motion to amend to assert the abuse of process counterclaim.

c. Defendants' Proposed Intentional Interference With Prospective Economic Advantage Counterclaim Fails

Defendants' proposed claim for intentional interference with prospective economic advantage does not state a prima facie case. A plaintiff must allege: (1) a prospective contractual relationship between the plaintiff and a third party; (2) the defendant's knowledge of this prospective relationship; (3) the intent to harm the plaintiff by preventing the relationship; (4) the absence of privilege or justification by the defendant; and, (5) actual harm to the plaintiff as a result of the defendant's conduct. *Leavitt v. Leisure Sports Inc.,* 103 Nev. 81, 88, 734 P.2d 1221, 1225 (1987). To show intent, a plaintiff must show that "the interference with the contractual relation was either desired by the defendant or known to the defendant to be a substantially certain result of his or her conduct." *See Burson v. State of Nevada*, 1992 WL 246915 (D. Nev. 1992).

Here, Defendants allege in their proposed counterclaim that Plaintiffs have interfered with prospective economic advantage by filing a lawsuit against them and continuing to maintain this lawsuit despite knowledge that the statements were authorized by the Tribe or its attorneys. *See, e.g.,* Proposed Counterclaim, at ¶ 25. As noted above, filing of a lawsuit is privileged and does not give rise to such a

[3] Defendants appear to misunderstand the nature of indemnity. Indemnity or contribution allows for payment to a defendant from a third party *after* the defendant pays a judgment to a plaintiff. Although it may be that Defendants will someday be indemnified by a third party pursuant to a contract, the possibility of indemnification has no bearing on Defendants' liability to Plaintiffs or Defendants' payment of any judgment to Plaintiffs. *See, e.g.*, *Hanson v. Johnson*, 2011 WL 3847203, *3 (D. Nev. 2011) (explaining that a federal court in Nevada may permit a cause of action for indemnity, ***so long as*** any judgment against the indemnifying third party is made contingent upon the defendant's payment to the plaintiff or stayed until the defendant pays the plaintiff).

claim. Further, even taking the allegation that every statement was authorized by the Tribe or its attorneys as true, the claim still fails. Presumably this is another variation on the indemnity argument, which, as discussed above, does not bear on Defendants' liability to Plaintiffs. Moreover, Defendants are the ones that proposed telling the Tribe and the public at large that David Jin was Arizona's version of Bernie Madoff and Leona Helmsley, two convicted felons.[4] Just because the Tribe and/or its attorney went along with this or other disparaging and defamatory statements does not release the Defendants from liability.

Finally, Defendants do not allege a prima facie case. Defendants' proposed counterclaim does not allege the elements with anything other than legal conclusions. *See, e.g.,* ¶ 25. Further, although Defendants attempt to allege harm, the elements require that the harm be a ***result*** of the defendant's (in this case, the Plaintiffs') conduct. The only specific harm alleged in the proposed counterclaim is that the Tribe is no longer doing business with Defendants.[5] More precisely, the proposed counterclaim alleges that Defendants had a relationship with the Hualapai Tribe since April of 2011, but the Hualapai "abruptly stopped engaging Counterclaimants for public relations services in November 2014 as a result of the filing of this litigation." *See* Proposed Counterclaim, at ¶ 2. The proposed counterclaim also alleges that Defendants lost a "lucrative Government Relations contract with the Hualapai Tribe as a direct result of this lawsuit." *See id*., at ¶ 4. However, Defendants' own counterclaim belies this narrative. As noted above, Plaintiffs filed their complaint against Defendants in April of 2013. For various reasons, including a failed mediation and motion practice, the suit was delayed until October of 2014. In October of 2014, Defendants finally answered the complaint, ***and filed a third-party complaint against the Hualapai Tribe***. If the Tribe "abruptly" stopped doing business with Defendants a few weeks later, in November of 2014, the logical inference is that it was because ***the Tribe was being sued by Defendants***, not because of a lawsuit Plaintiffs had filed a year and a half prior. A claim must be "plausible on its face," and this one is not. Defendants' proposed counterclaim should not be permitted, as amendment to add this claim would be futile.

[4] *See* Scutari & Cieslak outline to the Hualapai Tribe entitled Hualapai Nation: Skywalk and Beyond, attached hereto as **Exhibit 1**.

[5] It is worth noting that by the very terms of the contract, attached as Exhibit A to Defendants' motion, the Tribe is not obligated to provide ***any*** public relations work to Defendants. Instead, the contract simply provides for "a fee of $250 per hour with a ***maximum*** amount of $12,500 per month." (emphasis added).

IV. CONCLUSION

In light of the foregoing, Plaintiffs respectfully request that this Court DENY Defendants' motion for leave to amend their answer to assert counterclaims.

Dated this 6th day of March, 2015.

GREENBERG TRAURIG LLP

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CERTIFICATE OF SERVICE

I certify that I am an employee of Greenberg Traurig, LLP, and that on this 6th day of March, 2015, I served a true and correct copy of the foregoing **OPPOSITION TO DEFENDANTS' MOTION FOR LEAVE TO AMEND COMPLAINT** via the Court's CM/ECF system to the parties and their counsel identified below:

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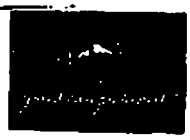
Exhibit 1



SCUTARI CIESLAK

HUALAPAI NATION: SKYWALK AND BEYOND

The Hualapai Nation has a fascinating and important story to tell, and we're honored that the tribe has chosen us to help in that endeavor. The Hualapai people have a proud history of perseverance which serves at the core of their existence. They are now facing a significant public relations opportunity – and some considerable challenges -- with their planned legal action against David Jin. It's imperative that we immediately establish the tribe's public brand with key messages, offer communications coaching to tribal spokespeople, and engage newspaper, TV and radio media outlets within the next 4-6 weeks. The following is a brief outline based on our initial knowledge of the project, and the information will be revised following our meeting with the Tribal Council.

Narrative

Based on our initial observations and meetings with the Gallagher & Kennedy team, we have developed a narrative to guide our communications strategy. This is simply a draft that will be updated immediately following our first meeting with tribal leaders. Keywords and phrases that should be incorporated into our talking points have been underlined.

The Hualapai Nation is a community of proud, hard-working Native Americans who value their rich history and legacy. For many years, the Hualapai endured financial challenges and suffered from a lack of tourism on their magnificent but very remote land along the Grand Canyon. Still, this resilient tribe built a strong community for its people and embraced opportunities to grow.

About 10 years ago, Las Vegas businessman David Jin strolled into Peach Springs with a clever idea: build a glass-bottom walkway over the Hualapai's land along the Grand Canyon and create an internationally renowned tourist attraction. The deal seemed straightforward and genuine enough: Jin would finance construction of the Skywalk, a visitors' center and gift shop. In exchange, the Hualapai Nation would award Jin the management contract for Skywalk and the surrounding facilities. Revenue generated by the Skywalk and the gift shop would benefit the Hualapai Nation's elementary school, police and fire departments, and help the tribe improve the quality of life for its members. In 2007, the Skywalk opened to much fanfare and large crowds that flocked to the site.

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When something seems too good to be true it usually is. Sadly, the Hualapai people have learned that lesson the hard way – at the hands of David Jin.

Now four years after the Skywalk's grand opening, Jin has failed to abide by his contractual obligations and keep even the most basic promises he made to the Hualapai. The visitors' center is an empty shell – a ramshackle building that sits idle with exposed wiring hanging from the ceilings and holes in the floor. There are abysmal port-a-johns, not luxurious bathrooms, as Jin promised for the thousands of tourists who visit from around the world. Worse yet, there is no electricity, water or sewer utilities running to the attraction at all. It's an appalling breach of the contract's most critical terms, and tourists from around the world get a front-row view of this debacle every single day.

The Hualapai have begged Mr. Jin to keep his promises and complete the work. Instead, Jin and his various subsidiaries have behaved like Arizona's version of Leona Helmsley and Bernie Madoff, leaving uninhabitable buildings in his wake and ignoring the pleas of those who trusted him. The tribe has simply asked Jin to uphold his end of the bargain. Now, the Hualapai are forced to seek the court's assistance to protect what's left of their investment.

Timeline of Next Steps

Week of April 4

- Meet with Hualapai Tribal Council
  - Review and approve letters to public, tribal members
- Tour Skywalk and facilities
- Finalize key messages to be used in media interviews, speeches
- Schedule communications coaching/media training session for week of 4/11

Week of April 11

- On-camera, advanced communications coaching/media training
- Shoot photos, video of visitors' center, port-a-johns, other incomplete areas
- Film amateur-style, Flip cam videos of incomplete areas for potential YouTube postings
- Contact correspondent Marc Lacey with the New York Times (after initial meeting with Hualapai Tribal Council)

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- Tape testimonials with Tribal Council and members expressing their disappointment with Jin's incomplete buildings. (Testimonials will be edited/reviewed and considered for posting on YouTube)
- After media training, pitch key reporters from:
  - Arizona Republic
  - Las Vegas Review Journal
  - Las Vegas Sun (editorial writer)
  - Associated Press
  - Arizona Daily Sun

Week of April 11

- Assist Hualapai Tribal Council with improving communications to members, including discussion of enhancing newsletter, blog and website.
- Pitch media outlets including:
  - KJZZ-FM (Phoenix NPR affiliate)
  - KNPR-FM (Las Vegas NPR affiliate)
  - Las Vegas Weekly
  - Reuters
  - Los Angeles Times
- Write op-ed for Hualapai President Wilfred Whatoname Sr. that will be submitted to Las Vegas Review Journal, Arizona Republic and rural newspapers

Week of April 18

- Pitch media outlets including:
  - KVBC-TV (Las Vegas NBC affiliate)
  - KTNV-TV (Las Vegas ABC affiliate)
  - KLAS-TV (Las Vegas CBS affiliate)
  - KVVU-TV (Las Vegas Fox affiliate)
  - KNXV-TV (Phoenix ABC affiliate)
  - KPNX-TV (Phoenix NBC affiliate)
  - KPHO-TV (Phoenix CBS affiliate
  - KSAZ-TV (Phoenix Fox affiliate
- Write and coordinate letters to newspaper editors from Hualapai tribal members