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1 COMP
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 3 Nevada Bar No. 8665
 4 Wynn Las Vegas, LLC
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 Attorney for Plaintiff

FILED

MAY 14 9 35 AM '08

[Signature]
 CLERK OF THE COURT

DISTRICT COURT
 CLARK COUNTY, NEVADA

10 WYNN LAS VEGAS, LLC
 11 d/b/a WYNN LAS VEGAS,
 12 Plaintiff,
 13 vs.
 14 CHARLES WADE BARKLEY,
 15 Defendant

Case No.: A562990
 Dept No.: XII

COMPLAINT

17 Plaintiff Wynn Las Vegas, LLC d/b/a Wynn Las Vegas ("Wynn") complains against
 18 Defendant Charles Wade Barkley ("Barkley") as follows:

PARTIES

- 21 1. Wynn is a Nevada Limited Liability Company existing under and by virtue of the
- 22 laws of the State of Nevada.
- 23 2. Upon information and belief, Barkley is a resident of the State of Arizona.

BACKGROUND

- 25 3. On October 18, 2007, Barkley executed two credit instruments in favor of Wynn;
- 26 Document Number 70501778 in the amount of \$100,000.00; and Document Number
- 27 70601986 in the amount of \$100,000.00.

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CLERK OF THE COURT

1 4. On October 19, 2007, Barkley executed two credit instruments in favor of Wynn;
2 Document Number 70502659 in the amount of \$100,000.00; and Document Number
3 70502677 in the amount of \$100,000.00.

4
5 5. Subsequently, the credit instruments were deposited and returned unpaid.

6 6. Barkley presently owes Wynn \$400,000.00, plus its reasonable attorneys' fees,
7 costs and interest.

8 7. Wynn employees and/or representatives made attempts to resolve payment of the
9 outstanding amounts, but were unsuccessful.

10
11 **FIRST CAUSE OF ACTION**

12 (Breach of Contract)

13 8. Wynn incorporates the allegations contained in paragraphs 1 to 7 as though fully
14 set forth herein.

15 9. In consideration of the \$400,000.00 in credit given to Barkley that he willingly
16 accepted from Wynn, Barkley agreed to repay his debt.

17 10. To date and despite repeated demands, Barkley has refused to repay the
18 \$400,000.00 that he owes to Wynn.

19 11. As a result, Wynn has been damaged in an amount that exceeds \$10,000.00.

20 12. Wynn has been forced to hire an attorney to prosecute this action and therefore
21 seeks recovery of its attorneys' fees and court costs.

22
23 **SECOND CAUSE OF ACTION**

24 (Conversion)

25 13. Wynn incorporates the allegations contained in paragraphs 1 to 12 as though fully
26 set forth herein.
27
28

1 14. By taking the \$400,000.00 in credit and refusing to pay the amount despite
2 repeated attempts, Barkley has wrongfully exercised dominion and control over Wynn's
3 property.

4 15. Barkley has exercised this dominion in derogation, exclusion and defiance of
5 Wynn's rights in its property.

6 16. As a result, Wynn has been damaged in an amount that exceeds \$10,000.00.

7 17. Wynn has been forced to hire an attorney to prosecute this action and therefore
8 seeks recovery of its attorneys' fees and court costs.
9

10
11 **THIRD CAUSE OF ACTION**

12 **(Unjust Enrichment)**

13 18. Wynn incorporates the allegations contained in paragraphs 1 to 17 as though fully
14 set forth herein.

15 19. Wynn conferred a benefit on Barkley by providing him with \$400,000.00 in
16 credit.

17 20. Given the nature of this benefit, it would be inequitable to allow Barkley to accept
18 and retain the \$400,000.00 in credit without repayment of the value thereof.
19

20 21. Barkley accepted and retained this benefit.

21 22. Because Barkley has refused to repay the value of this benefit, he has been
22 unjustly enriched in an amount equal to \$400,000.00.
23

24 **FOURTH CAUSE OF ACTION**

25 **(Breach of the Covenant of Good Faith and Fair Dealing)**

26 23. Wynn incorporates the allegations contained in paragraphs 1 to 22 as though fully
27 set forth herein.
28

1 24. Implied in every contract is the obligation of good faith and fair dealing.

2 25. Defendant breached the implied covenant of good faith and fair dealing by,
3 among other things, failing to pay the value of the credit instrument he executed in favor of
4 Wynn, which was in the amount of \$400,000.00.
5

6 26. As a result, Wynn has been damaged in an amount that exceeds \$10,000.00.


7 27. Wynn has found it necessary to use the services of an attorney to prosecute this
8 action and seeks reasonable attorney's fees and recovery of court costs.
9

10 WHEREFORE, Wynn prays for judgment as follows:

- 11 1. For damages in an amount to be determined at trial, but in excess of \$10,000.00;
- 12 2. Attorney's fees and costs of suit;
- 13 3. Prejudgment and post-judgment interest on the amounts owed; and
- 14 4. Any further relief this Court deems proper.

15 Dated this 13th day of May, 2008.
16

17 WYNN LAS VEGAS, LLC

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28 Attorney for Plaintiff