



1 Todd L. Bice, Esq., Bar No. 4534  
2 [TLB@pisanellibice.com](mailto:TLB@pisanellibice.com)  
3 Debra L. Spinelli, Esq., Bar No. 9695  
4 [DLS@pisanellibice.com](mailto:DLS@pisanellibice.com)  
5 Tyler W. Stevens, Esq., Bar No. 16325  
6 [TWS@pisanellibice.com](mailto:TWS@pisanellibice.com)  
7 PISANELLI BICE PLLC  
8 400 South 7th Street, Suite 300  
9 Las Vegas, Nevada 89101  
10 Telephone: 702.214.2100

11 *Attorneys for Defendant/Counterclaimant*  
12 *Fontainebleau Development, LLC*

13 **EIGHTH JUDICIAL DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 WYNN LAS VEGAS, LLC,  
16  
17 Plaintiff,  
18 v.

19 Case No.: A-24-888182-B  
20 Dept. No.: 13

21 FONTAINEBLEAU LAS VEGAS II, LLC;  
22 FONTAINEBLEAU DEVELOPMENT, LLC;  
23 BOWTIE HOSPITALITY LV LLC d/b/a  
24 Fontainebleau Las Vegas and ROE  
25 DEFENDANTS 1-10,  
26  
27 Defendants.

28 **COUNTERCLAIM**

29 FONTAINEBLEAU DEVELOPMENT LLC,  
30  
31 Counterclaimant,  
32 v.  
33 WYNN LAS VEGAS, LLC; WYNN  
34 RESORTS, LIMITED,  
35  
36 Counterdefendants.

37 Defendant/Counterclaimant FONTAINEBLEAU DEVELOPMENT LLC  
38 ("Fontainebleau Development" or "FBDev") hereby states and alleges its Counterclaim against  
39 Wynn Las Vegas, LLC and Wynn Resorts, Limited (collectively "WLV") as follows:

40 **INTRODUCTION**

41 1. In their 1976 hit "New Kid in Town," the iconic band The Eagles wrote about the  
42 insecurities that follow fading popularity and attraction: "There's a new kid in town. Everybody's

PISANELLI BICE  
400 SOUTH 7TH STREET, SUITE 300  
LAS VEGAS, NEVADA 89101

1 talking. There's a new kid in town. People started walking. There's a new kid in town . . . ." WLV  
2 is now confessing those same insecurities for the whole world to see. The new  
3 Fontainebleau Las Vegas has arrived, and the employees of its competitors, including WLV, have  
4 started both talking and walking. WLV feels threatened. But rather than fairly compete, as the law  
5 requires, WLV has confessed its inability to legitimately retain customers and talent, thus resorting  
6 to threats, intimidation, vexatious litigation, and other unlawful acts.

7 2. Indeed, without justification or privilege, WLV has intentionally interfered with at  
8 least one contract between Fontainebleau Development and a third party by bullying, threatening,  
9 and causing an employee to breach his contract with Fontainebleau Development. WLV has  
10 resorted to illegitimate tactics, including the misuse of legal process, in an effort to stymie the vote  
11 of no confidence WLV's management faces from patrons and employees alike.

12 **PARTIES**

13 3. Fontainebleau Development LLC is a limited liability company organized under the  
14 laws of the State of Florida. Fontainebleau Development is headquartered in Aventura, Florida  
15 and, as part of its services, provides corporate management and other operational support services  
16 to affiliate entities and the properties owned by such affiliate entities. Examples of such properties  
17 to which Fontainebleau Development provides such support service are: (i) the famous luxury hotel,  
18 Fontainebleau Miami Beach Resort located in Miami Beach, Florida, which has been in operation  
19 since 1954, (ii) the world famous LIV nightclub, which is located inside the Fontainebleau Miami  
20 Beach Resort, (iii) until it recently shut-down, Story Nightclub, located in the SoFi district of South  
21 Beach, Florida, (iv) the JW Marriott Miami Turnberry Resort and Spa in Aventura, Florida, and  
22 (v) the Fontainebleau Las Vegas Casino and Resort ("FBLV"), which opened its doors on the north  
23 end of the Las Vegas Strip at midnight on December 13, 2023.

24 4. Fontainebleau Development is informed and believes and thereon alleges that  
25 Wynn Las Vegas, LLC is a limited liability company organized under the laws of the State of  
26 Nevada, with its principal place of business in Clark County, Nevada, and conducting business in  
27 Clark County, Nevada.

28



1 management along with the feelings of mistreatment, resentment, and abusive tactics that these  
2 employees were experiencing.

3 12. Among the various individuals desiring to exit WLV for what they viewed as a  
4 superior opportunity with Fontainebleau Development was Vice President of Culinary and  
5 Restaurant Development, David Snyder ("Snyder"), who chose to leave WLV in July of 2022.  
6 Snyder, who witnessed first-hand the demise of employee morale and the continuous decline of  
7 working conditions at WLV, had family in Florida and was looking for an opportunity to join a  
8 dynamic and growing brand like Fontainebleau.

9 13. Snyder was contacted by a recruiter on behalf of FBDev in 2022. However, instead  
10 of the result of some malevolent intent by FBDev to seek or recruit employees directly from WLV  
11 (as WLV nonsensically alleges), this contact was the result of a diligent search by a recruiter for  
12 FBDev after a deal with another chef did not come to fruition. WLV was, and is, plainly aware of  
13 this fact as it arose during WLV's first attempt at vexatious litigation against FBDev when it hired  
14 Snyder in 2022. Simply put, WLV seeks to create a false narrative trying to distract from the  
15 dissatisfaction of its personnel.

16 14. WLV then sought to intimidate Snyder and, through a thinly-veiled public campaign  
17 of harassment using the courts, indirectly threatened any other WLV employees who might consider  
18 greener pastures by filing a lawsuit against Snyder, Fontainebleau Development, and some of its  
19 affiliates. Unlike others, Snyder and Fontainebleau did not acquiesce in those efforts. However,  
20 Fontainebleau believed (mistakenly, in hindsight) that WLV and its executives would act maturely  
21 in the face of competition.

22 15. Needing to focus on getting their new resort open to the public, Fontainebleau's  
23 executive team did not want the distraction of what they viewed as abusive litigation, and instead  
24 hoped to get along and engage in healthy, but reasonable, competition. Accordingly, the  
25 Fontainebleau parties and Snyder entered into what they thought would be a professional resolution  
26 with WLV.

27 16. But rewarding the bullying tactics has only led to more of the same. For instance, it  
28 has led to such petulant and amateurish moves by WLV as issuing "trespass notices" to three former

1 chefs that left and went to work at FBLV. As an additional example of WLV's childish actions,  
2 Billings had a trespass order issued to the President of Fontainebleau Development without  
3 warning, despite knowing by phone calls between them that no one at Fontainebleau was trying to  
4 "poach" any of WLV's employees. After he had the punitive trespass order issued against FBDev's  
5 President, Billings went on to engage in an unprofessional profanity-filled text message rant to  
6 Fontainebleau's Owner and CEO, wherein Billings proceeded to defame Fontainebleau's President.  
7 As FBDev and FBLV have now come to know from subsequent interactions, Billings demonstrated  
8 a disturbing lack of dignity and judgment normally exhibited by CEOs of publicly traded  
9 companies:

10  
11 Craig please give me a call at your  
convenience.  
Thanks.

12 On holiday in Europe with my family,  
13 who are very important to me. Have  
devoted enough time to this already at  
14 the expense of my wife and daughter.  
Will call you when I'm back.

15 Like you. But your guy is a fucking rank  
16 amateur. He hasn't operated a  
lemonade stand, much less a complex  
17 operation like you're about to open.  
He's running around ham fistedly  
18 trying to poach people under contract,  
which is a sure fire way to turn the  
19 town against you. Rein him in to stop  
the damage he's doing to your  
20 business.

I'd like to see you succeed, but I'm not  
gonna take shit from an arrogant new  
comer like your boy

21 Craig,  
22 Your facts are all wrong! I am reaching  
to to clear the air. As I told you many  
23 times before we are not interested in  
any of your employees that are under  
24 contract. Enjoy your vacation with your  
family. Hopefully you can find time to  
25 give me a call. I don't think it's in yours  
or my best interest to have are  
relationship start like this.  
All the best,  
26 Jeff

27 My facts are not wrong. Speak soon

28 And he's 86'd for good. He should feel  
free to reciprocate

1           17.     Of course, it is just this type of unhinged behavior that underscores why WL  
2 employees are seeking other opportunities.

3           18.     Another former WL  
4 executive who joined Fontainebleau is Michael Waltman  
5 ("Waltman"). Waltman had actually left WL  
6 V years earlier and was working at Resorts World right  
7 across the street from WL  
8 V. As Waltman has been in the Las Vegas gaming and nightlife field for  
9 decades – including for 11 years at WL  
10 V – he has extensive personal and longstanding friendships  
11 in the industry. One of those personal friendships was with Wayne Crane and Crane's wife, Merina  
12 Crane.

13           19.     After Waltman became Senior Vice President, Nightlife, for  
14 Fontainebleau Las Vegas, his friends in the gaming and nightlife industry obviously recognized  
15 that there might be opportunities with Fontainebleau. One of those friends was Merina Crane, who  
16 contacted Waltman. Coincidentally, Merina has longstanding ties to South Florida and had  
17 previously worked at "LIV Miami," a nightclub located in and owned by the Fontainebleau Hotel  
18 in Miami Beach, Florida.

19           20.     Merina was eager to leave WL  
20 V, and was just as eager to have her husband do the  
21 same. She thus contacted her friend, Waltman, inquiring about a possible position with  
22 Fontainebleau Las Vegas for herself. Merina attended an audition for employment at  
23 Fontainebleau Las Vegas, and was hired and commenced work at Fontainebleau Las Vegas on or  
24 about November 28, 2023.

25           21.     There is little doubt that Merina also encouraged her husband to leave WL  
26 V, as she  
27 repeatedly expressed her and her husband's dissatisfaction with WL  
28 V's present management and  
29 operations. When Waltman understood that Fontainebleau Development had a position available  
30 for its Miami nightlife operations, he responded to Merina Crane's overtures about a possible job  
31 for Wayne Crane ("Crane"). Crane eagerly sought the position with Fontainebleau Development.

32           22.     Crane secured his own legal counsel who represented him in negotiations with  
33 Fontainebleau Development about the terms of his work for FBDev related to LIV Miami.  
34 Fontainebleau Development and Wayne Crane's legal counsel both recognized that Crane had every

1 legal right to terminate his relationship with WLV and that there was nothing precluding him from  
2 working for Fontainebleau Development related to its operations outside of Las Vegas.

3 23. Accordingly, on February 12, 2024, Crane signed his employment agreement with  
4 Fontainebleau Development.

5 24. When accepting the position, Crane represented that he was under no obligation or  
6 agreement that would prevent him from becoming an employee of Fontainebleau Development or  
7 that would adversely impact his ability to perform his expected job duties. Crane also acknowledged  
8 and agreed that he would not take any actions on behalf of Fontainebleau Development that were  
9 prohibited by restrictive agreements with any third parties, or use or disclose in the course of  
10 performing any duties for Fontainebleau Development any information with respect to which he  
11 owed confidentiality obligations to any other party.

12 25. Thereafter, Wayne Crane informed WLV that he resigned.

13 26. Contrary to WLV's spin, Crane did not subsequently decide to stay with WLV and  
14 thereby breach his contract with Fontainebleau Development because of WLV's supposed  
15 graciousness. Instead, Crane's actions were the direct result of threats received directly from WLV's  
16 leadership.

17 27. As Crane later told Fontainebleau Development, WLV's leadership threatened to  
18 destroy Crane's life, marriage, and family by burying him in litigation. These are the same  
19 illegitimate tactics that WLV had tried (unsuccessfully) with Snyder. It is a pattern of abuse and  
20 intimidation of its own employees that resurfaces whenever an executive proposes to leave for a  
21 better opportunity.

22 28. Crane told Fontainebleau Development that he was called into a meeting on  
23 February 16, 2024, where he was forced to wait for Billings, Gullbrants, WLV's Chief Labor and  
24 Employment Counsel Bryan J. Cohen ("Cohen"), and WLV's Vice President of Nightlife, Ryan  
25 Jones ("Jones").

26 29. Crane reported that Gullbrants and the others berated him and threatened to drag  
27 Crane into their intended lawsuit with Fontainebleau unless Crane came back to work for WLV.  
28 More egregiously, Gullbrants, Billings, and the others in the meeting threatened that if Crane did

1 not come back to WLV, they would ruin Crane by keeping him from working and dragging him  
2 and his family through the mud in the press and the public. Each of the WLV members in  
3 attendance echoed/ratified those improper and unlawful threats.

4 30. Confirming WLV's insecurities and inadequacies, Billings and his executive team  
5 have resorted to threats and intimidation in an effort to hold parties like Wayne Crane against their  
6 will, and to terrorize anyone else who would dare leave for better opportunities with the prospects  
7 of being buried in litigation, having their reputations ruined, and being blackballed in the industry  
8 that is those employees' livelihood. However, as employees, Billings and Gullbrants were either  
9 executing direction for the Board of Directors or engaged in a rage-filled frolic and detour from the  
10 proper conduct of a public company. Regardless, their actions at this point are attributable to WLV  
11 as its employees.

12 31. Legitimate and competently-run businesses choose to meet competition through the  
13 competitive process which recognizes the value that its employees bring to the organization. WLV's  
14 threats and intimidation are not a legitimate means of business competition. They are, instead,  
15 tortious acts undertaken by the weak and desperate to interfere with Crane's employment contract  
16 with Fontainebleau Development and did, in fact, interfere in Crane's employment contract.

17 32. As a result of WLV's tortious and heinous actions, Crane breached his contract with  
18 Fontainebleau Development because he could not withstand the unlawful threats and intimidation  
19 to his family, including threats that he would be out of work and unemployable with a wife and  
20 child.

21 33. In addition, upon information and belief, upon filing its current vexatious lawsuit  
22 against FBDev and FBLV, WLV knew that its lawsuit contained allegations that were patently false  
23 and defamatory against FBDev and several individuals identified by name in said complaint.

24 34. WLV intentionally took the actions set forth above with the express intention of  
25 achieving two goals: First, WLV wanted to frighten and intimidate any of its other executives who  
26 might contemplate leaving by sending its vexatious complaint directly to their inboxes. Second,  
27 WLV sought to defame and damage the reputations of FBDev and its executives.

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1 **FIRST CAUSE OF ACTION**  
2 **Intentional Interference with Contractual Relations**

3 35. Fontainebleau Development repeats, realleges, and incorporates all of the  
4 allegations contained in the preceding paragraphs as though fully restated herein.

5 36. Fontainebleau Development had a valid and existing contract with Wayne Crane.

6 37. WLV and its management had knowledge of the valid contract between  
7 Fontainebleau Development and Crane, or had reason to know of its existence, and was not a party  
8 to that contract.

9 38. WLV and its management committed intentional acts intended and/or designed to  
10 disrupt the contractual relationship between Fontainebleau Development and Crane.

11 39. WLV and its management employed improper means or acted with an improper  
12 purpose in interfering with the contract between Fontainebleau Development and Crane.

13 40. As a direct and proximate result of WLV's conduct and interference,  
14 Fontainebleau Development has suffered damages in an amount to be proven at trial, but in any  
15 event in excess of \$15,000.

16 41. WLV's acts and omissions were and are willful, wanton, intentional, and committed  
17 with malice or reckless indifference to Fontainebleau Development's rights, entitling it to damages  
18 in the form of compensatory damages and punitive damages to punish WLV for its actions and to  
19 deter it, and others, from such actions in the future.

20 42. Fontainebleau Development has been required to retain counsel to prosecute this  
21 claim and is entitled to an award of reasonable attorneys' fees and costs.

22 WHEREFORE, Fontainebleau Development respectfully requests judgment in its favor as  
23 follows:

- 24 1. That judgment in its favor on its Counterclaim be entered;  
25 2. For compensatory damages in an amount in excess of \$15,000 to be determined at  
26 trial, with pre- and post-judgment interest;  
27 3. For punitive damages in an amount to be determined at trial;  
28 4. For an award of attorneys' fees and costs as allowed by law; and

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5. For such other and further relief as the Court may deem just and proper.  
DATED this 19th day of March, 2024.

PISANELLI BICE PLLC

By: /s/ Todd L. Bice  
Todd L. Bice, Esq., #4534  
Debra L. Spinelli, Esq., #9695  
Tyler W. Stevens, Esq., #16325  
400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101

*Attorneys for Defendant/Counterclaimant  
Fontainebleau Development, LLC*

