EXHIBIT 18

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DISTRICT COURT

CLARK COUNTY, NEVADA

WILLIAM CALHOON AND CHRISTINA CALHOON,

Plaintiffs,

vs.

UNITED STATES BOWLING CONGRESS, et al.,

Defendants.

A-11-635644-C
Case No. ~~A-635644-C~~

Dept. No. XXXI

NOTICE OF ENTRY OF "ORDER DENYING 'UNITED STATES BOWLING CONGRESS' RENEWED MOTION FOR SUMMARY JUDGMENT BASED ON EXCLUSIVE REMEDY"'

Please take notice that on the 24th day of February, 2017, an "Order Denying 'United States Bowling Congress' Renewed Motion for Summary Judgment Based on Exclusive Remedy"' was entered in this case. A copy of the order is attached.

Lewis Roca ROTHGERBER CHRISTIE
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Dated this 27th day of February, 2017.

LEWIS ROCA ROTHGERBER CHRISTIE LLP

By */s/ Joel D. Henriod*

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CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of February, 2017, I served a copy of the foregoing "Notice of Entry of 'Order Denying 'United States Bowling Congress' Renewed Motion for Summary Judgment Based on Exclusive Remedy'" via the Court's electronic filing system and by courtesy email to the below recipients:

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CLERK OF THE COURT

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

WILLIAM CALHOON and CHRISTINA CALHOON, Plaintiffs, v. UNITED STATES BOWLING CONGRESS; EBONITE INTERNATIONAL INCORPORATED; LAS VEGAS CONVENTION AND VISITORS AUTHORITY, et al., Defendants.	Case No. A-11-635644-C Dept. No. XXXI **ORDER DENYING "UNITED STATES BOWLING CONGRESS' RENEWED MOTION FOR SUMMARY JUDGMENT BASED ON EXCLUSIVE REMEDY" WITHOUT PREJUDICE**
And related claims.	

The Hearing on Defendant United States Bowling Congress' Renewed Motion for Summary Judgment Based on Exclusive Remedy having come before this Court on September 20, 2016, with the Honorable Joanna Kishner presiding. James R. Olson, Esq. and Max B. Corrick, II appeared on behalf of USBC; Phillip Silvestri appeared on behalf of Ebonite International; and Joel Henriod, William B. Palmer, II, Esq. and William B. Palmer, III, Esq. appeared on behalf of the Plaintiffs. After the Court heard oral argument, the parties entered into various stipulations and agreements. In January 2017, the parties submitted competing Orders and then agreed to a supplemental briefing schedule. After a full review of the record including the arguments of counsel, the supplemental briefs and the proposed Orders, the Court rules as follows:

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

BACKGROUND

1. Defendant United States Bowling Congress ("USBC") filed a Motion for Summary Judgment Based on Exclusive Remedy on August 9, 2013, which the Court granted on December 2, 2013 based on the law in effect at that time.

2. Plaintiffs filed a Motion to Alter, Amend, or Reconsider the Judgment on December 20, 2013 asserting *inter alia* that new case law applied. The Court granted the Motion on May 29, 2014. Notice of Entry of the Order was filed on August 14, 2014.

3. After additional discovery was conducted into the narrow issue regarding the relationships between USBC, Ebonite, and K&K, as directed by this Court -- which primarily consisted of the depositions of: (1) USBC's Rule 30(b)(6) representative Jason Overstreet; (2) Ebonite's Rule 30(b)(6) representative Carl Rogers; and, (3) the Declaration of Ken Keegan of K&K Bowling Services, Inc. ("K&K") -- USBC renewed its Motion for Summary Judgment Based on the Exclusive Remedy Doctrine, as well as incorporated its prior briefing, on August 5, 2016. USBC thereby argued that it was Plaintiff William Calhoon's statutory employer and was therefore immune from tort liability under Nevada's Industrial Insurance Act ("NIIA"), and that Plaintiff Christina Calhoon's claims, which are derivative, are similarly barred. Based upon the additional discovery conducted, along with previously established facts, USBC argued that it, Ebonite, and K&K are in the same trade and business, namely the promotion of the sport of bowling and providing bowling products and services, and engaged in collective and cooperative efforts, not only at the 2009 USBC Open Championships at the

Cashman Center, but also throughout the entirety of their business dealings, and that this was sufficient to grant USBC statutory immunity from tort claims by the Calhoons under Nevada Supreme Court precedent, including *Hays Home Delivery, Inc. v. Employers Insurance Company of Nevada*, 117 Nev. 678, 31 P.3d 367 (2001), as well as the United States District Court of Nevada's interpretation of the exclusive remedy doctrine identified in *Potter v. Wedgewood Group*, 2009 WL 3300252 (D. Nev. Oct. 9, 2009).

4. Plaintiffs opposed USBC's Motion and incorporated their prior briefing related to the Motion to Alter or Amend. Plaintiffs generally argued that USBC was not the Calhoons' statutory employer because: (1) USBC was not a principal contractor; and, (2) USBC was not in the same trade or business as K&K, the Calhoons' direct employer. Plaintiffs argued that while Mr. Overstreet and Mr. Rogers alleged a legal conclusion that USBC, Ebonite, and K&K were in the same trade, business, profession, or occupation, their testimony as to what each entity actually did showed otherwise.

LEGAL STANDARD

5. "[T]he burden is on [USBC], the moving party, to prove its statutory employer status." *Billmayer v. Newmont Gold Co.*, 963 F. Supp. 938, 939 (D. Nev. 1996). As the non-moving party, Plaintiffs are entitled to have the Court view all evidence and any reasonable inferences in the light most favorable to them. *See Wood v. Safeway, Inc.*, 121 P.3d 1026, 1029 (Nev. 2005).

FINDINGS OF FACT

6. USBC is a non-profit bowling membership organization that promotes the sport of bowling and provides bowling products and services. USBC holds tournaments across the country, sells bowling products and services, and creates and administers all rules and regulations regarding all aspects of the sport of bowling.

7. USBC held the 2009 USBC Open Championships ("the tournament") at the Cashman Center in Las Vegas.

8. Ebonite is, *inter alia*, a bowling ball manufacturer, as well as being a promoter of the sport of bowling.

9. The evidence shows that Ebonite leased booth space from USBC at the tournament.

10. K&K was, *inter alia*, a bowling pro shop that sold retail, provided various bowling products and services, promoted the sport of bowling, and drilled bowling balls to custom fit people's hands.

11. Ebonite and K&K entered into an oral arrangement in which K&K agreed to provide retail services at Ebonite's booth during the tournament. As part of that arrangement, K&K was required to hire the Calhoons to work for K&K in the Ebonite booth.

12. USBC did not stock merchandise in the Ebonite booth operated by K&K, nor did USBC assist in selling merchandise from the Ebonite booth; although USBC did oversee and control the type of merchandise which could be sold in the Ebonite booth, as well as the booth's hours of operation.

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT XXXI
LAS VEGAS, NEVADA 89155

13. Plaintiffs, William and Christina Calhoon, worked for K&K when William Calhoon asserted he was injured while working at the Ebonite booth on February 22, 2009.

14. There was no written contract between USBC and K&K, or between USBC and the Calhoons. USBC argues that the lack of a specific written contract addressing the employment of Plaintiff William Calhoon is not dispositive. Instead, USBC argues that all that is needed is a contract. *See* NRS 616B.603(a). In particular, USBC argues that the Nevada Legislature chose to use the term "contract of hire" in its definition of "Employer" but not use that same definition in NRS 616B.603(a), which codified the *Meers* test. In summary, USBC argues, contrary to Plaintiffs' position, a "contract of hire" is not necessary and there does not need to be money exchanged to trigger application of the Exclusive Remedy doctrine. USBC further argues that the contractual relationship between USBC and Ebonite extends far beyond a "lessor-lessee" relationship. Plaintiffs dispute USBC's position.

CONCLUSIONS OF LAW

15. The Court concludes that it cannot find as a matter of law that Plaintiffs are subject to the exclusive remedy provisions as precedent has not affirmatively held that coverage would apply when there is a rental/lease type arrangement between the parties. Further, there are questions of fact as to the actual nature of the relationship between the parties.

16. At this stage, USBC has not shown that it was Mr. Calhoon's statutory employer as a matter of law.

17. The evidence indicates that Ebonite leased space from USBC, and K&K then engaged in retail work in that space. Furthermore, this Court is not aware of any Nevada precedent which specifically extends the exclusive remedy provisions of the NIAA to landlord-tenant lease relationships.

18. Further, in light of the material issues of fact in dispute, the Court cannot determine whether or not the parties are in the same trade, business, profession or occupation. Accordingly, the Court cannot find as a matter of law, pursuant to NRCP 56, that USBC has shown that it qualifies as Mr. Calhoon's statutory employer.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that United States Bowling Congress' Renewed Motion for Summary Judgment Based on Exclusive Remedy is denied without prejudice.

DATED this 22nd day of February, 2017.

JOANNA S. KISHNER
DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of this Order was provided to all counsel, and/or parties listed below, as a courtesy not comprising formal written notice of entry, via one or more of the following manners: Email, Facsimile, U.S. mail, Electronic Service (E-Service) if the Attorney/Party has signed up as required, and/or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

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