

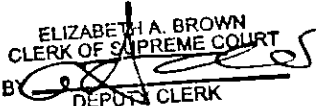
IN THE SUPREME COURT OF THE STATE OF NEVADA

GORDON M. HAMMOND, II, AN
INDIVIDUAL; AND 702 PRINT &
MARKETING LLC, A NEVADA NON-
PROFIT CORPORATION,
Appellants,
vs.
STREAMLINE DENTAL SOLUTIONS,
LLC, A NEVADA LIMITED LIABILITY
COMPANY,
Respondent.

No. 87941

FILED

AUG 14 2025

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court order granting a preliminary injunction in a breach-of-contract action. Eighth Judicial District Court, Clark County; Nancy L. Allf, Judge.

Respondent Streamline Dental Solutions, LLC entered into marketing and software development agreements with appellants Gordon Hammond II and 702 Print & Marketing LLC. The parties' relationship deteriorated, and the agreements were terminated. After appellants allegedly interfered with Streamline's business operations and online presence, Streamline sued under various contract and tort theories. Streamline also moved for a preliminary injunction. After considering the parties' proffered evidence and hearing related arguments, the district court granted Streamline's motion, enjoining appellants' conduct. Specifically, the district court found that "[Streamline] has made a reasonable showing that its social media pages have been impacted [by appellants], having redirected [Streamline's] internet traffic from prior links to defamatory disparaging content, and also have deprived [Streamline] of control over its

assets, especially those that pre-existed [appellant's] engagement." This appeal follows.

"A preliminary injunction is proper where the moving party can demonstrate that it has a reasonable likelihood of success on the merits and that, absent a preliminary injunction, it will suffer irreparable harm for which compensatory damages would not suffice." *Excellence Cmty. Mgmt., LLC v. Gilmore*, 131 Nev. 347, 350-51, 351 P.3d 720, 722 (2015). "[T]his court will only reverse the district court's decision when the district court abused its discretion or based its decision on an erroneous legal standard or on clearly erroneous findings of fact." *Id.* at 351, 351 P.3d at 722 (quoting *Boulder Oaks Cmty. Ass'n v. B & J Andrews Enters., LLC*, 125 Nev. 397, 403, 215 P.3d 27, 31 (2009)) (internal quotation marks omitted).

As to the first factor, appellants argue that the district court relied on insufficient evidence to find that Streamline had a reasonable likelihood of success on the merits. To meet this standard, the moving party must show a fair chance of prevailing on its claims. *In re Focus Media Inc.*, 387 F.3d 1077, 1086 (9th Cir. 2004). Streamline's motion included affidavits from its owner and managing employee stating that Hammond II sent profane messages confessing to appellants' interference with Streamline's business and the development agreements. The affidavits included copies of those messages as exhibits, and Hammond II conceded sending them. Additionally, Streamline provided an invoice to support its claim that appellants improperly billed Streamline, and the agreements required appellants to provide accurate billing and accounting. Streamline also provided a copy of appellants' revoked business license as evidence of their non-compliance. This evidence alone is substantial support for the district court's conclusion that Streamline had a reasonable likelihood of success on

the merits. Thus, we are not persuaded that the district court abused its discretion as to the first preliminary injunction factor. See *Finkel v. Cashman Pro., Inc.*, 128 Nev. 68, 73-75, 270 P.3d 1259, 1263-64 (2012) (affirming a preliminary injunction where substantial evidence supported the district court's conclusion that respondent would likely succeed on the merits of its breach-of-contract related claims and that it would suffer irreparable harm absent an injunction).

As to the second factor, appellants argue that Streamline failed to show irreparable harm because it had regained access to its online accounts. Harm to a company's goodwill or its ability to procure prospective customers can be irreparable even where the economic injury may later be remedied through damages. *Las Vegas Sands Corp. v. Fan Yu Ming*, 360 F. Supp. 3d 1072, 1079 (D. Nev. 2019). Streamline's affidavit supported its claim that allowing appellants' continued control of Streamline's websites, software, and social media would damage its reputation. The affidavit further supported that appellants diverted patient traffic to rogue sites containing defamatory content and that appellants threatened to share Streamline's information with competitors. Hammond II's undisputed messages further support these assertions. See *Sobol v. Cap. Mgmt. Consultants, Inc.*, 102 Nev. 444, 446, 726 P.2d 335, 337 (1986) ("[A]cts committed without just cause which unreasonably interfere with a business or destroy its credit or profits, may do an irreparable injury."). Thus, substantial evidence supports the district court's conclusion that Streamline demonstrated irreparable harm. See, e.g., *Finkel*, 128 Nev. at 73-75, 270 P.3d at 1263-64 (affirming a preliminary injunction where evidence showed the nonmoving party competed against the movant's business, made disparaging remarks against the business, induced

employees to leave the business, and disclosed the business's confidential pricing structures and marketing plans, all of which was "the precise sort of conduct that could cause a business irreparable harm").

Appellants also argue that the district court erred by not holding an evidentiary hearing before issuing the preliminary injunction, claiming that the evidence was limited and disputed facts remained. A court, however, may decide a preliminary injunction motion based on written evidence when there is no conflict about the facts requiring live testimony. *Hosp. Int'l Grp. v. Gratitude Grp., LLC*, No. 69585, 2016 WL 7105065, at *2 (Nev. Dec. 2, 2016) (Order Affirming in Part and Dismissing in Part)(citing 11A Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, *Federal Practice and Procedure: Civil*, § 2949, at 249 (2013)). Here, the district court considered evidence from both parties and allowed appellants to oppose the motion in writing and at a hearing. Given the substantial, largely unrefuted evidence before it, the district court acted within its discretion in declining to hold an evidentiary hearing. *See, e.g., Dangberg Holdings Nev., L.L.C. v. Douglas Cnty.*, 115 Nev. 129, 146-47, 978 P.2d 311, 321-22 (1999) (recognizing that a preliminary injunction does not violate due process if a nonmovant was given adequate notice and a reasonable opportunity to be heard). Although appellants claim they could not respond to evidence Streamline submitted with its reply, appellants do not identify what additional evidence or argument they would have presented to alter the outcome. As we need not consider arguments that lack support and citation to relevant authority, this argument fails. *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006). Appellants also criticize Streamline's evidence as "self-serving," but that alone is not a basis for exclusion, and we perceive no

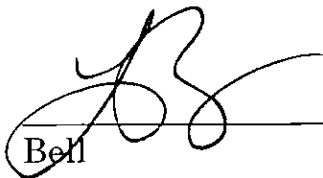
reversible error on that ground. *See Wilson v. McRae's, Inc.*, 413 F.3d 692, 694 (7th Cir. 2005) ("Most affidavits are self-serving, as is most testimony . . .").

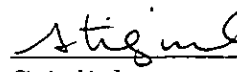
Appellants finally argue the injunction is overly broad. The injunction does not require appellants to provide free third-party services or disclose sensitive customer data. Rather, it directs them to restore Streamline's control over website domains, social media accounts, and digital platforms; reverse any changes made; relinquish access to third-party software accounts; and cease interference with Streamline's online presence, employees, and patients. The injunction's scope is narrowly tailored to address appellants' alleged misconduct and the resulting irreparable harm. Thus, the injunction satisfies the requirements of specificity and provides a reasonably detailed description of the acts sought to be restrained, in accordance with NRCP 65(d). It also aligns with the purpose of a mandatory injunction by restoring the parties to the status quo ante pending resolution of the dispute. *Memory Gardens of Las Vegas, Inc. v. Pet Ponderosa Mem'l Gardens, Inc.*, 88 Nev. 1, 4, 492 P.2d 123, 124 (1972) ("[A] mandatory injunction may be granted to restore the status quo.").

We therefore conclude that the district court did not abuse its discretion in granting the preliminary injunction. Accordingly, we

ORDER the judgment of the district court AFFIRMED.


_____, C.J.
Herndon


_____, J.
Bell


_____, J.
Stiglich

cc: Hon. Nancy L. Allf, District Judge
Paul M. Haire, Settlement Judge
Skane Mills LLP/Las Vegas
Brown Brown & Premsrirut
Eighth District Court Clerk