NELSON TANG YU MING, THE GAMBLING MAN, DROPS \$US2.56 MILLION IN LAS VEGAS ...

When gambling is in one's blood, it must be difficult to control the impulse to try to beat the house.

In the case of Mr Nelson Tang Yu Ming (), he came a cropper at one of the smartest hotels and entertainment centres in Las Vegas, Nevada, it seems.

And, far from beating the house, the house beat him – very materially.

According to Aria Resort and Casino Holdings LLC, a company, domiciled in Nevada, the United States of America, Mr Nelson Tang Yu Ming owes it \$US2,566,223.57 (about \$HK20.02 million) in respect of a purported credit arrangement, dating back to March 3, 2012.

According to Writ of Summons, Number 960 of 2013, Statement of Claim attached, recently lodged in the High Court of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC), Mr Nelson Tang Yu Ming was granted a credit arrangement by Aria Resort 'to gamble at Aria'.

The Statement of Claim is, hereby, reproduced in full:

- '1. The Plaintiff is a company incorporated in Nevada, the United States of America, which operates a gaming establishment known as Aria Resort and Casino ("Aria").
- ⁶2. By an agreement in writing signed by the Defendant (the "Credit Agreement"), between 3 March 2012 and 8 March 2012 the Defendant applied for, and was granted by the Plaintiff credit arrangements to gamble at Aria.
- **3. On 18 January 2013 the Plaintiff brought an action upon the Credit Agreement against the Defendant before the District Court of Clark County, Nevada, United States of America (the "Nevada Court") with case number A-13-675319-C.*
- '3. The Credit Agreement is and was at all material times valid, lawful and enforceable under the laws of the State of Nevada. Gambling at the casino at Aria is and was legal under the laws of the State of Nevada.
- '4. The Nevada Court had jurisdiction to hear the action, and was duly constitute in accordance with the laws of the State of Nevada. On signing the Credit Agreement, the Defendant agreed to the following terms, submitting to the Nevada Court's jurisdiction:

"I agree that Nevada law exclusively applies to these transactions, that I consent to the corresponding jurisdiction for any dispute arising out of or related to any of the above that may be commenced in a state of federal court sitting in Clark County, Nevada, and that I waive any requirement of presentment and waive any objection I may have to the jurisdiction in such courts."

- ^{65.} On 26 April 2013, the Nevada Court gave default judgment to the Plaintiff in the amount of US\$2,566,223.57, plus interest until the debt is paid, in default of an appearance by the Defendant. The Defendant has failed to pay to Plaintiff the sum of US\$2,566,233.57, or any sum.
- '6. The amount of US\$2,566,223.57 is comprised of:
 - a. A principal amount of US\$1,950,500;
 - b. Prejudgment interest from 8 March 2012 to 25 April 2012 at the Nevada statutory rate of 5.25% per annum, in the amount of US\$116,148.27;
 - c. Reasonable attorneys' fees in the amount of US\$3,345;
 - d. Additional attorneys' fees and costs in the amount of US\$487,625;
 - e. The Plaintiff's expended costs in the amount of US\$8,605.30.
- '7. The Plaintiff is entitle to claim and does claim interest on US\$2,566,223.57 at the Nevada statutory rate of 5.25% per annum or, alternatively, Section 48 of the High Court Ordinance (Cap 4) as this Honourable Court deems fit, from 26 April 2013, until the judgment is fully satisfied.
- ^{68.} The Plaintiff claims US\$2,566,223.57, plus interest from the date of this Statement of Claim until judgment is fully satisfied. The Plaintiff claims payment in US dollars, or its Hong Kong dollar equivalent at the time of payment. The Hong Kong dollar equivalent of US\$2,566,223.57, in accordance with the exchange rate as published by http://www.xe.com at the date hereof, is HK\$19,922,512.77.
- 'AND the Plaintiff claims against the Defendant:
- '1. The accrued judgment debt of US\$2,566,223.57.
- *2. Interest at the Nevada statutory rate or, alternatively, Section 48 of the High Court Ordinance (cap 4).*
- '3. Costs.
- '4. Further and/or other relief.'

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