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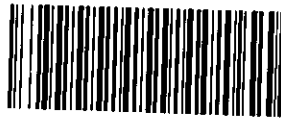
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A-09-597773-C
346352



14 **DISTRICT COURT**
 15
 16 **CLARK COUNTY, NEVADA**

19 ROBERT FAGIN,
 (Re: 3228 Dusty Daylight Court)

Plaintiff,

vs.

22 STEVEN GRIMM, an individual;
 23 SKIP YOUNG, an individual;
 KATHLEEN TINAGLIA; an individual;
 24 EVE MAZZARELLA, an individual;
 MVP FINANCIAL SERVICES, INC., a Nevada
 Corporation;
 25 DISTINCTIVE REAL ESTATE &
 26 INVESTMENTS, INC., a Nevada Corporation;
 AMTRUST BANK, a Foreign Corporation;
 27 LAWYERS TITLE OF NEVADA, a Nevada
 Corporation;

CASE NO.:
 DEPT NO.:

A-09-597773-C
 X

COMPLAINT

**Breach of Contract; Breach of Covenant
 of Good Faith; Violation of NRS
 598D.010 et seq., Prohibiting Unfair
 Lending Practices.; Statutory Violations;
 Consumer Fraud under NRS 41.600 and
 NRS 598 Deceptive Trade Practices;
 Fraud; Constructive Fraud; Negligence
 Per Se; Negligence; Tortious Interference
 with Contract Relationship; Civil
 Conspiracy; Intentional Infliction of
 Emotional Distress; Punitive Damages**

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CLERK OF THE COURT

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1 FIRST AMERICAN LOAN STAR TRUSTEE
SERVICES, a Foreign Corporation;
2 CHASE HOME FINANCE, LLC, a Foreign
Corporation;
3 PRO DESIGN, INC., a Nevada Corporation;
DOE individuals 1 through 50;
4 ROE ENTITIES 51 through 100;
DOE APPRAISERS 1-5;
5 ROE APPRAISERS ENTITIES 1-5;
ROE REAL CORPORTIONS 6-50, inclusive,
6
Defendants.

7
8 COMES NOW, Plaintiff ROBERT FAGIN (“FAGIN”) by and through his attorneys,
9 ROBERT D. VANNAH, ESQ, and MARK L. JACKSON, ESQ., of the law firm of VANNAH &
10 VANNAH, G. DALLAS HORTON, ESQ., of the law offices of G. DALLAS HORTON &
11 ASSOCIATES, and MICHAEL R. HALL, ESQ., and STEVEN T. JAFFE, ESQ., of the law firm of
12 HALL JAFFE & CLAYTON, LLP, as Complaint against STEVEN GRIMM (“GRIMM”), SKIP
13 YOUNG (“YOUNG”), KATHLEEN TINAGLIA (“TINAGLIA”), EVE MAZZARELLA
14 (“MAZZARELLA”), MVP FINANCIAL SERVICES, INC., (“MVP”), DISTINCTIVE REAL
15 ESTATE & INVESTMENTS, INC., (“DISTINCTIVE REAL ESTATE”), AMTRUST BANK,
16 LAWYERS TITLE OF NEVADA (“LAWYERS TITLE”), FIRST AMERICAN LOAN STAR
17 TRUSTEE SERVICES (“FIRST AMERICAN”), CHASE HOME FINANCE, LLC (“CHASE”),
18 PRO DESIGN, INC., DOE individuals 1 through 50, and ROE ENTITIES 51 through 100, DOE
19 APPRAISERS 1-5, ROE APPRAISERS ENTITIES, 1-5 ROE REAL CORPORATIONS 6-50,
20
21 hereby alleges as follows:
22

23 I.
24 **PARTIES AND JURISDICTION**

25 1. Plaintiff is and was at all times relevant hereto an adult citizen domiciled in Las Vegas,
26 Nevada.
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28

1 2. The subject property is located at 3228 Dusty Daylight Court, Henderson, Clark County,
2 State of Nevada (hereinafter "The Property").

3 3. Defendant GRIMM, at all times relevant hereto was a resident of Clark County, Nevada,
4 and subject to the same limitations and restrictions on the placement of real estate brokers and
5 agents conduct as governed by Nevada Revised Statutes 645 *et seq.*, and NRS 598D.100 *et seq.*,
6 which licenses the conduct of real estate brokers and agents, and provisions of the Nevada
7 Administrative Code.

8 4. Defendant YOUNG, at all times relevant hereto was a resident of Clark County,
9 Nevada, and an employee of Defendant MVP, and subject to the same limitations and restrictions
10 on the placement of mortgage loans and mortgage lender conduct as governed by Nevada Revised
11 Statutes 645B.400 *et seq.* and NRS 598D.100 *et seq.*, which licenses the conduct of mortgage
12 brokers, and provisions of the Nevada Administrative Code.

13 5. Defendant TINAGLIA, at all times relevant hereto was a resident of Clark County,
14 Nevada, and an employee of Distinctive Real Estate & Investments, and subject to the same
15 limitations and restrictions on the placement of real estate brokers and agents conduct as governed
16 by Nevada Revised Statutes 645 *et seq.*, and NRS 598D.100 *et seq.*, which licenses the conduct of
17 real estate brokers and agents, and provisions of the Nevada Administrative Code.

18 6. Defendant MAZZARELLA, at all times relevant hereto was a resident of Clark County,
19 Nevada, and was an employee of Distinctive Real Estate & Investments, and subject to the same
20 limitations and restrictions on the placement of real estate brokers and agents conduct as governed
21 by Nevada Revised Statutes 645 *et seq.*, and NRS 598D.100 *et seq.*, which licenses the conduct of
22 real estate brokers and agents, and provisions of the Nevada Administrative Code.

23 7. Defendant MVP is a Nevada Corporation and at all times relevant hereto was
24 specifically licensed and approved by the State of Nevada to conduct business in Las Vegas,
25 Nevada, and whose conduct is governed specifically by Nevada Revised Statutes 645B.400 *et seq.*
26 and NRS 598D.100 *et seq.*, which licenses the conduct of mortgage brokers, and provisions of the
27 Nevada Administrative Code.

28

1 8. Upon Plaintiff's information and belief, Defendant AMTRUST BANK is a foreign
2 corporation with its principal place of business in Cleveland, Ohio, and at all times relevant hereto
3 was subject to the same limitations and restrictions on the placement of mortgage loans and
4 mortgage lender conduct as governed by Nevada Revised Statutes 645B.400 *et seq.* and NRS
5 598D.100 *et seq.*, which licenses the conduct of mortgage brokers, and provisions of the Nevada
6 Administrative Code.

7 9. Upon Plaintiff's information and belief, Defendant CHASE is a Delaware corporation
8 with its headquarters in Edison, New Jersey, and at all times relevant hereto was subject to the same
9 limitations and restrictions on the placement of mortgage loans and mortgage lender conduct as
10 governed by Nevada Revised Statutes 645B.400 *et seq.* and NRS 598D.100 *et seq.*, which licenses
11 the conduct of mortgage brokers, and provisions of the Nevada Administrative Code.

12 10. Upon Plaintiff's information and belief, National Alliance Title Company, a Foreign
13 Corporation, filed bankruptcy and its assets and executory contracts were obtained and/or
14 completed by LAWYERS TITLE OF NEVADA.

15 11. Upon Plaintiff's information and belief, Defendant LAWYERS TITLE is a Nevada
16 Corporation, and at all times relevant hereto was subject to the same limitations and restrictions on
17 the placement of escrow agencies and agents conduct as governed by Nevada Revised Statutes
18 645A *et seq.* and NRS 598D.100 *et seq.*, which licenses the conduct of escrow agencies and agents,
19 and provisions of the Nevada Administrative Code.

20 12. Upon Plaintiff's information and belief, Defendant DISTINCTIVE REAL ESTATE &
21 INVESTMENTS, INC, is a Nevada Corporation, and is and at all times relevant herein was
22 licensed by the State of Nevada to perform business in the State of Nevada, and subject to the same
23 limitations and restrictions on the placement of real estate brokers and agents conduct as governed
24 by Nevada Revised Statutes 645 *et seq.*, and NRS 598D.100 *et seq.*, which licenses the conduct of
25 real estate brokers and agents, and provisions of the Nevada Administrative Code.

26 13. Upon Plaintiff's information and belief, Defendant FIRST AMERICAN is a foreign
27 Corporation, and at all times relevant hereto was subject to the same limitations and restrictions on
28 the placement of escrow agencies and agents conduct as governed by Nevada Revised Statutes

1 645A *et seq.* and NRS 598D.100 *et seq.*, which licenses the conduct of escrow agencies and agents,
2 and provisions of the Nevada Administrative Code, and at all times relevant hereto was subject to
3 the same limitations and restrictions on the placement of trust companies and trustees to deeds of
4 trust as governed by Nevada Revised Statutes 669 *et seq.*, which licenses the conduct of trust
5 companies and trustees under a deed of trust, and provisions of the Nevada Administrative Code.

6 14. Upon Plaintiff's information and belief, Defendant PRO DESIGN, INC. (hereinafter Pro
7 Design), is a Nevada Corporation, and at all times relevant hereto was specifically licensed and
8 approved by the State of Nevada to conduct business in Las Vegas, Nevada, and whose conduct is
9 governed specifically by Nevada Revised Statutes 645B.400 *et seq.* and NRS 598D.100 *et seq.*,
10 which licenses the conduct of mortgage brokers, and provisions of the Nevada Administrative
11 Code.

12 15. Defendant DOES 1 – 5, Defendant DOE APPRAISERS 1 – 5, and Defendant ROE
13 APPRAISER ENTITIES, 1 – 5, appraiser, entities, and individuals 1-5 were licensed to perform
14 appraisal services and upon information and belief conducted appraisal services in Las Vegas,
15 Nevada for the subject property.

16 16. Defendants DOES 6-50, ROE ENTITIES 51 – 100, and ROE REAL CORPORATIONS
17 6 – 50, and the true names and capacities, whether individual, corporate, associate or otherwise
18 named herein, are unknown to Plaintiff who therefore sues these Defendants by such fictitious
19 names. Plaintiff alleges that each Defendant herein designated as a DOE or ROE is specifically
20 responsible in part for the conduct alleged herein that wrongfully injured the Plaintiff and/or the
21 Plaintiff's condition on these premises and that the DOE and ROE Defendants are responsible for
22 the events and happenings herein referred to and proximately caused injury and damage thereby to
23 the Plaintiff as alleged herein. Plaintiff shall seek leave of this Court to amend the Complaint to
24 substitute the true names and the capacities of each Defendant for a DOE and ROE when that name
25 is ascertained and will further seek leave to join these Defendants in these proceedings.

26 17. Defendants DOE APPRAISERS 1 – 5 and ROE APPRAISER ENTITIES 1 – 5
27 hereinafter are sued in their DOE and ROE capacity because their true names are not known at this
28 time but these Defendants are responsible for inflated and unfounded appraisals which were used

1 by the lenders to fund the loans and the conduct alleged herein for each and every allegation in each
2 and every complaint as articulated herein; when the true names of the Defendant Appraiser and the
3 Appraiser's entity are known, Plaintiff will seek leave of Court to amend this Complaint to
4 substitute their true names with the DOE and ROE capacity as stated herein.

5 18. Defendants MVP Financial Services, Chase, Amtrust Bank, Pro Design, Inc., and all
6 other unknown mortgage broker ROE ENTITIES, and ROE REAL CORPORATIONS are
7 hereinafter collectively referred to as "Mortgage Broker Company."

8 19. Defendants Young and all other unknown DOE mortgage broker agents are hereinafter
9 collectively referred to as "Mortgage Agent."

10 20. Defendants Chase, Amtrust Bank, and all other unknown Lender ROE ENTITIES, and
11 ROE REAL CORPORATIONS are hereinafter collectively referred to as "Lender."

12 21. Defendant Rating Company, hereinafter "Rating Company," was involved in the rating,
13 evaluation, and valuation of the mortgage agreement entered into by Plaintiff with Lender.

14 22. Defendants Chase, ROE ENTITIES and ROE REAL CORPORATIONS who bought or
15 purchased the original mortgage are hereinafter collectively referred to as "Mortgage Purchaser
16 Company."

17 23. Defendants Lawyers Title, First American, and all other unknown Title Company DOE,
18 ROE ENTITIES, and ROE REAL CORPORATIONS are hereinafter collectively referred to as
19 "Title Company."

20 24. Defendants Grimm, Mazzarella, Tinaglia, Distinctive Real Estate & Investments, Inc.,
21 Pro Design, Inc., and all other unknown Real Estate Broker DOES, ROE ENTITIES, and ROE
22 REAL CORPORATIONS are hereinafter collectively referred to as "Real Estate Broker."

23 25. Defendants unknown Appraisal and Notary DOES, ROE ENTITIES and ROE REAL
24 CORPORATIONS are hereinafter collectively referred to as "Appraisal Company."

25 26. At all times relevant herein, upon information and belief, Defendants Mortgage
26 Company, Mortgage Agent, Lender, Rating Company, Mortgage Purchaser Company, Appraisal
27 Company, Real Estate Broker, DOES, ROE ENTITIES, and ROE REAL CORPORATIONS were
28

1 employers and/or employees and/or agents and/or representatives of each other, and are sometimes
2 collectively referred to hereinafter as "Defendants."

3 27. At all times relevant herein, upon information and belief, Defendants Mortgage
4 Company, Mortgage Agent, Lender, Rating Company, Mortgage Purchaser Company, Grimm,
5 DOES and ROES regularly communicated with each other, exchanged information, acted pursuant
6 to common agreement, and acted with actual or implied knowledge of each others acts, such that
7 their individual acts were in furtherance of a common plan and purpose.

8 II.

9 FACTS COMMON TO ALL CLAIMS FOR RELIEF

10 28. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 1
11 through 27 hereinabove, and incorporates the same by reference as though fully set forth herein.

12 29. On or about March 2007, Plaintiff and Defendants GRIMM and MAZZARELLA
13 entered into an investment venture whereby Defendants GRIMM and MAZZARELLA agreed to
14 purchase an interest in certain real property on behalf of Plaintiff. Plaintiff's understanding of the
15 investment venture was that Defendants GRIMM and MAZZARELLA would purchase an interest
16 in real property on Plaintiff's behalf, rent the real property to a third-person, collect the rent, and
17 pay the mortgage and other property expenses. The surplus from the rent payment would then be
18 paid to Plaintiff.

19 30. On or about May 3, 2007, Defendants GRIMM, MAZZARELLA, TINAGLIA,
20 YOUNG, BEAN, MVP FINANCIAL; PRO DESIGN, DISTINCTIVE REAL ESTATE &
21 INVESTMENTS and all other unknown Defendants used Plaintiffs credit and identification to
22 purchase The Property, located at 3228 Dusty Daylight Court, Henderson, Nevada 89052.

23 31. That Mortgage Broker Company, Mortgage Agent, Title Company, Real Estate Broker,
24 DOES, ROE ENTITIES, and ROE REAL CORPORATIONS held themselves out to Plaintiff as
25 being a licensed entity or person having superior knowledge of credit scores, debt to equity ratios,
26 loan types, and other financial information necessary to understand, shop for, apply for, qualify for,
27 and obtain loans of money for Plaintiff's purposes related to The Property.

28

1 32. That Mortgage Broker Company, Mortgage Agent, Title Company, Real Estate
2 Broker, DOES, ROE ENTITIES, and ROE REAL CORPORATIONS knew or reasonably should
3 have known that Plaintiff lacked the knowledge of and experience with credit scores, debt to equity
4 ratios, loan types, and other financial information necessary to understand, shop for, apply for,
5 qualify for, and to obtain loans of money for Plaintiff's purposes related to The Property.

6 33. That Mortgage Broker Company, Mortgage Agent, Title Company, Real Estate Broker,
7 DOES, ROE ENTITIES, and ROE REAL CORPORATIONS knew or reasonably should have
8 known that Plaintiff was relying upon the superior knowledge and expertise of Mortgage Broker
9 Company, Mortgage Agent, Title Company, Real Estate Broker, DOES, ROE ENTITIES, and ROE
10 REAL CORPORATIONS to shop for, apply for, aide Plaintiff in qualifying for, and to obtain loans
11 of money for Plaintiff's purposes related to The Property.

12 34. Upon information and belief, Lender, DOES, ROE ENTITIES, and ROE REAL
13 CORPORATIONS advertised, published, transmitted, and disseminated information about their
14 lending terms and actively solicited business from Mortgage Broker Company, Mortgage Agent,
15 Title Company, Real Estate Broker, Appraisal Company, DOES, ROE ENTITIES, and ROE REAL
16 CORPORATIONS.

17 35. Upon information and belief, Mortgage Broker Company, Mortgage Agent, Title
18 Company, Real Estate Broker, Appraisal Company, DOES, ROE ENTITIES, and ROE REAL
19 CORPORATIONS shopped for a loan based upon economic compensation that favored Mortgage
20 Broker Company, Mortgage Agent, Title Company, Real Estate Broker, Appraisal Company and
21 Lender, not Plaintiff.

22 36. Upon information and belief, Mortgage Broker Company, Mortgage Agent, Title
23 Company, Real Estate Broker, Appraisal Company, DOES, ROE ENTITIES, and ROE REAL
24 CORPORATIONS created one or more documents submitted to Lender which contained one or
25 more statements of material fact about Plaintiff which Mortgage Broker Company, Mortgage
26 Agent, Title Company, Real Estate Broker, Appraisal Company, DOES, ROE ENTITIES, and ROE
27 REAL CORPORATIONS knew, or reasonably should have known, was erroneous and false, and/or
28

1 omitted known factual information about Plaintiff, and/or was obtained in a commercially
2 unreasonable manner that included but was not limited to:

- 3 a. Used Plaintiff's credit and information to purchase The Property.
- 4 b. Not taking commercially reasonable steps to confirm that the statements were true.
- 5 c. Not taking commercially reasonable steps to confirm that the statements were
6 complete.
- 7 d. Not taking commercially reasonable steps to assure that errors in the documents
8 were caught and corrected.
- 9 e. False statements regarding verification of income.
- 10 f. False statements regarding residency
- 11 g. False statements regarding verification of employment.
- 12 h. False statements regarding bank balances.
- 13 i. False statements regarding verification of signatures of Plaintiff.
- 14 j. False statements regarding verification of income tax filings.

15 37. Upon information and belief, Plaintiff verbally and/or in writing entered into an
16 agreement of special confidence with Mortgage Broker Company, Mortgage Agent, Title
17 Company, Real Estate Broker, Appraisal Company, Lender, DOES, ROE ENTITIES, and ROE
18 REAL CORPORATIONS, to provide Plaintiff with one or more loans of money for Plaintiff's
19 purposes with respect to The Property.

20 38. On or about May 3, 2007, Mortgage Broker Company, Mortgage Agent, Title
21 Company, Real Estate Broker, Appraisal Company, DOES, ROE ENTITIES, and ROE REAL
22 CORPORATIONS used Plaintiff's credit and information to apply for a loan with Lender, relating
23 to the potential purchase of The Property.

24 39. On or about May 3, 2007, Mortgage Broker Company, Mortgage Agent, Title
25 Company, Real Estate Broker, Appraisal Company, DOES, ROE ENTITIES, and ROE REAL
26 CORPORATIONS filled out the loan application purportedly on behalf of Plaintiff.

27 40. Upon information and belief, Mortgage Broker Company, Mortgage Agent, Title
28 Company, Real Estate Broker, Appraisal Company, Lender, DOES, ROE ENTITIES, and ROE

1 REAL CORPORATIONS did not convey to Plaintiff material information about other loans that
2 were available to be applied for, and/or what the economic compensation to Mortgage Broker
3 Company, Mortgage Agent, Title Company, Real Estate Broker, Appraisal Company, Lender,
4 DOES, ROE ENTITIES, and ROE REAL CORPORATIONS would be under the other loans.

5 41. Upon information and belief, Lender knew or reasonably should have known that the
6 documents were fraudulently submitted by Mortgage Broker Company, Mortgage Agent, Title
7 Company, Real Estate Broker, Appraisal Company, DOES, ROE ENTITIES, and ROE REAL
8 CORPORATIONS to secure a loan and that the documents contained one or more material facts
9 about Plaintiff that was erroneous, and/or omitted known factual information about Plaintiff, and/or
10 was obtained in a commercially unreasonable manner.

11 42. On or about May 3, 2007, a first mortgage was issued by Lender, Loan No. ***6346
12 (Loan No. 1), which was ultimately funded and serviced by Lender.

13 43. On or about May 3, 2007, a second mortgage was issued by Lender, Loan No. ***6403
14 (Loan No. 2), which was ultimately funded and serviced by Lender.

15 44. Upon information and belief, Plaintiff subsequently learned that Lone No. 2 had also
16 been taken on the The Property, of which Plaintiff had not been informed of nor authorized.

17 45. Upon information and belief, without the knowledge or authorization of Plaintiff,
18 Mortgage Broker Company, Mortgage Agent, Title Company, Real Estate Broker, Appraisal
19 Company, DOES, ROE ENTITIES, and ROE REAL CORPORATIONS formed RFagin, LLC, a
20 Nevada Limited Liability Corporation, on behalf of Plaintiff, naming Defendant GRIMM as the
21 sole managing partner, and in which Plaintiff had no financial or ownership interest.

22 46. Upon information and belief, Mortgage Broker Company, Mortgage Agent, Title
23 Company, Real Estate Broker, Appraisal Company, DOES, ROE ENTITIES, and ROE REAL
24 CORPORATIONS subsequently transferred title to The Property to RFagin, LLC and Defendant
25 GRIMM via quit claim deed without the knowledge or authorization of Plaintiff.

26 47. Upon information and belief, Lender did not take commercially reasonable steps to
27 assure the errors in the documents submitted from Mortgage Broker Company, Mortgage Agent,
28

1 Title Company, Real Estate Broker, Appraisal Company, DOES, ROE ENTITIES, and ROE REAL
2 CORPORATIONS were truthful or errors and misstatements caught and corrected.

3 48. Upon information and belief, Lender knew or reasonably should have known that
4 Plaintiff lacked the knowledge of and experience with deeds of trust, credit scores, debt to equity
5 ratios, loan types, and other financial information necessary to understand, shop for, apply for,
6 qualify for, and to obtain loans of money for Plaintiff's purposes related to The Property.

7 49. Upon information and belief, after May 3, 2007, Loan Nos. 1 and 2 on The Property
8 were closed by Mortgage Broker Company, Mortgage Agent, Title Company, Real Estate Broker,
9 Appraisal Company, Lender, DOES, ROE ENTITIES, and ROE REAL CORPORATIONS without
10 Plaintiff's knowledge, awareness, consent, or presence. At closing, Mortgage Broker Company,
11 Mortgage Agent, Title Company, Real Estate Broker, Appraisal Company, Lender, DOES, ROE
12 ENTITIES, and ROE REAL CORPORATIONS did not identify for Plaintiff documents with
13 changed terms, or review documents with Plaintiff to identify and correct any documents with
14 misstatements, errors or omissions.

15 50. At closing, monies obtained from Lender by Mortgage Broker Company, Mortgage
16 Agent, Title Company, Real Estate Broker, Appraisal Company, DOES, ROE ENTITIES, and ROE
17 REAL CORPORATIONS, and lent to Mortgage Broker Company, Mortgage Agent, Title
18 Company, Real Estate Broker, Appraisal Company, DOES, ROE ENTITIES, and ROE REAL
19 CORPORATIONS by Lender were paid to, among others, the Seller of the Property; Mortgage
20 Broker Company, Mortgage Agent, Real Estate Broker, Title Company, Appraisal Company, and
21 Lender.

22 51. That after closing, Lender undertook acts not fully known to Plaintiff which, upon
23 information and belief, involved arranging for Loan Nos. 1 and 2 to be considered either alone or in
24 conjunction with a group of other mortgage loans, by Rating Company in order to obtain a rating to
25 be used by purchasers or mortgages and loans to enable Lender to sell Loan Nos. 1 and 2.

26 52. Upon information and belief, Rating Company knew or reasonably should have known
27 that the documents and/or information presented by Lender for Loan Nos. 1 and 2 contained one or
28 more material facts about Plaintiff that were incomplete, erroneous, and/or omitted.

1 53. Upon information and belief, Rating Company knowingly and intentionally did not
2 exercise reasonable commercial diligence in investigating Lender and Loan Nos. 1 and 2, and the
3 rating issued was not commercially reliable.

4 54. Upon information and belief, by use of the rating from Rating Company, Lender sold
5 Loan Nos. 1 and 2 to Mortgage Purchaser Company in exchange for consideration.

6 55. Upon information and belief, prior to purchasing Loan Nos. 1 and 2 from Lender,
7 Mortgage Purchaser Company knew or reasonably should have known, through commercially
8 reasonable means, that Loan Nos. 1 and 2 were fraudulent and/or one or more material facts about
9 Plaintiff were erroneous and/or omitted, and that the rating issued by the Rating Company was not
10 commercially reliable.

11 56. Upon information and belief, prior to purchasing Loan Nos. 1 and 2, Mortgage
12 Purchaser knew or reasonably should have known, through commercially reasonable means that
13 Plaintiff was likely to default on Loan Nos. 1 and 2.

14 57. After a time, Loan Nos. 1 and 2 were defaulted on.

15 **FIRST CLAIM FOR RELIEF**

16 **(Breach of Contract by Mortgage Broker Company, Mortgage Agent,
17 Real Estate Broker, and Lender)**

18 58. Plaintiff hereby repeats and realleges Paragraphs 1 through 57 of this Complaint as
19 though fully set forth herein.

20 59. As previously alleged, Plaintiff had one or more contracts with Mortgage Broker
21 Company, Mortgage Agent, Real Estate Broker, and Lender, orally and/or in writing.

22 60. By conduct previously alleged, Mortgage Broker Company, Mortgage Agent, Real
23 Estate Broker, and Lender breached the contract terms causing damages to Plaintiff as previously
24 alleged.

25 61. That as a direct and proximate result of Mortgage Broker Company's, Mortgage
26 Agent's, Real Estate Broker's, and Lender's breach, Plaintiff has suffered and will continue to
27 suffer in the future consequential damages in an amount in excess of Ten Thousand Dollars
28 (\$10,000.00).

1 62. That as a direct and proximate result of Mortgage Broker Company's, Mortgage
2 Agent's, Real Estate Broker's, and Lender's breach, Plaintiff has suffered and will continue to
3 suffer in the future compensatory damages in an amount in excess of Ten Thousand Dollars
4 (\$10,000.00).

5 63. That as a further direct and proximate result of Mortgage Broker Company's, Mortgage
6 Agent's, Real Estate Broker's, and Lender's breach, Plaintiff has been forced to hire an attorney to
7 prosecute his claims as issue in this case and will be entitled to an award of fees and costs against
8 Mortgage Broker Company, Mortgage Agent, Real Estate Broker, and Lender at the conclusion of
9 this case.

10 **SECOND CLAIM FOR RELIEF**

11 **(Breach of Contractual Covenant of Good Faith by Mortgage Broker Company, Mortgage
12 Agent, Real Estate Broker, and Lender)**

13 64. Plaintiff hereby repeats and realleges Paragraphs 1 through 63 of this Complaint as
14 though fully set forth herein.

15 65. As previously alleged, Plaintiff has one or more contracts with Mortgage Broker
16 Company, Mortgage Agent, Real Estate Broker, and Lender, orally and/or in writing.

17 66. By conduct previously alleged, Mortgage Broker Company, Mortgage Agent, Real
18 Estate Broker, and Lender breached the contractual covenant of good faith causing damages to
19 Plaintiff as previously alleged.

20 67. That upon information and belief, Mortgage Broker Company, Mortgage Agent, Real
21 Estate Broker, and Lender, and each of them, have acted with or committed acts constituting: a
22 conscious disregard of the rights of Plaintiff; oppression; fraud; and/or, malice, express or implied.

23 68. As a direct and proximate result of Mortgage Broker Company's, Mortgage Agent's,
24 Real Estate Broker's, and Lender's conduct, Plaintiff has suffered consequential damages in an
25 amount in excess of Ten Thousand Dollars (\$10,000.00).

26 69. As a direct and proximate result of Mortgage Broker Company's, Mortgage Agent's,
27 Real Estate Broker's, and Lender's conduct, Plaintiff has suffered compensatory damages in an
28 amount in excess of Ten Thousand Dollars (\$10,000.00).

1 70. That as a further direct and proximate result of Mortgage Broker Company's, Mortgage
2 Agent's, Real Estate Broker's, and Lender's conduct, Plaintiff is entitled to exemplary damages as
3 contemplated by NRS 42.005.

4 71. That as a further direct and proximate result of Mortgage Broker Company's, Mortgage
5 Agent's, Real Estate Broker's, and Lender's conduct, Plaintiff has been forced to hire an attorney to
6 prosecute his claims at issue in this case and will be entitled to an award of fees and costs against
7 Mortgage Broker Company, Mortgage Agent, Real Estate Broker, and Lender at the conclusion of
8 this case.

9 **THIRD CLAIM FOR RELIEF**

10 **(Violation of NRS 598D.010 *et seq.*, Prohibiting Unfair Lending Practices By Mortgage**
11 **Broker Company, Mortgage Purchase Company, Mortgage Agent and Lender)**

12 72. Plaintiff hereby repeats and realleges Paragraphs 1 through 71 of this Complaint as
13 though fully set forth herein.

14 73. Mortgage Broker Company, Mortgage Purchase Company, Mortgage Agent and Lender
15 were in the business of providing broker/financing services to consumers and therefore were
16 subject to the Unfair Lending Practices Act, NRS 598D.100 *et seq.*, and other Statutes governing
17 the conduct of mortgage lenders at NRS 645E.670 *et seq.*

18 74. Mortgage Broker Company, Mortgage Purchase Company, Mortgage Agent and Lender
19 violated the provisions of the statutes by (1) attempting to place a loan on the property without
20 making a commercially reasonable inquiry and investigation as to Plaintiff's ability to repay Loan
21 No. 1 and Loan No. 2.; (2) forging or participating in the forgery (or benefitting from the forgery)
22 of the signatures of the Plaintiff on the closing documents; (3) misstating the interest rate for the
23 subject loans, the terms of repayment, the cost of the loan, and other wrongful acts, as alleged
24 herein.
25

26 75. The Plaintiff is within the category of individuals who are protected by the statutes and
27 codes cited above.
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76. As a direct and proximate result of the conduct described herein, and the acts and omissions of the Defendants, Plaintiff has suffered economic damage, mental anguish, conscious pain and suffering, and mental distress from her economic damages all in an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00).

77. As a direct and proximate result of the conduct and omissions of Defendants, Plaintiff will sustain losses and injuries in the future all in excess of TEN THOUSAND DOLLARS (\$10,000.00).

78. Plaintiff has been forced to hire an attorney to prosecute his claims at issue in this case and will be entitled to an award of fees and costs against the Defendants at the conclusion of this case.

FOURTH CLAIM FOR RELIEF
(Statutory Violations By Title Company)

79. Plaintiff hereby repeats and realleges Paragraphs 1 through 78 of this Complaint as though fully set forth herein.

80. Title Company violated statutes, codes and regulations for the protection and benefit of the Plaintiffs that include, but are not limited to the following: NRS 692A.105, NRS 645A.010, NRS 669.286 *et seq.*, NAC 645A.050, NAC 654.605, NAC 645B.186, NAC 645B.210, and others.

81. Title Company violated these statutes when it closed or caused to be closed the subject consumer mortgage loans: (1) without meeting with the Plaintiffs to verify the terms and conditions of the disbursement settlement statement; (2) ensuring that the documents were accurate and not obvious forgeries of the Plaintiff's signature; (3) failing to advise the Plaintiffs of the fraud involved in the loan transactions, and other conduct.

82. The Plaintiff was a consumer intended to be protected by the requirement of the statutes, codes and regulations cited above.

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83. As a direct and proximate result of the violation of the statutes and regulations, Plaintiff suffered damages and will continue to suffer damages hereafter.

FIFTH CLAIM FOR RELIEF

(Victim of Consumer Fraud Under NRS 41.600 and Violation of NRS 598 Prohibiting Deceptive Trade Practices by Mortgage Broker Company, Mortgage Purchase Company, Mortgage Agent, Appraisal Company, Title Company, Real Estate Broker, and Lender)

84. Plaintiff hereby repeats and realleges Paragraphs 1 through 83 of this Complaint as though fully set forth herein.

85. Plaintiff is a victim of consumer fraud entitled to bring an action under NRS 41.600.

86. NRS 41.600(2) defines "consumer fraud" as "(e) a deceptive trade practice as defined in NRS 598.0915 to 598.0925, inclusive."

87. Defendant Mortgage Broker Company, Mortgage Purchase Company, Mortgage Agent, and Lender, as previously alleged, performed acts and omitted performing acts, which constitute a deceptive trade practice under one or more provisions of NRS 598.0903, *et seq.*, including but not limited to: NRS 598.0915(2), (5), (7), (9), (13), (14), (15), (16); and NRS 598.0917(2), (6), (7).

88. That Plaintiff was damaged as previously alleged, as a direct and proximate result of the Defendants' violations of said statutes.

89. Pursuant to NRS 41.600(3), Plaintiff is entitled to relief including but not limited to the following:

- a. Any damages that Plaintiff has sustained; and
- b. Plaintiff's costs in the action and reasonable attorney's fees.

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SIXTH CLAIM FOR RELIEF

(Fraud by all Defendants)

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3 90. Plaintiff hereby repeats and realleges Paragraphs 1 through 89 of this Complaint as
4 though fully set forth herein.

5 91. The Defendants had a duty to present all of the information about the Loan in an
6 accurate, truthful and complete manner. This included the presentation of information concerning
7 the suitability of Loan No. 1 and Loan No. 2 for Plaintiff, and a comparison of different types of
8 loans which might be obtained for the benefit of the Plaintiff.
9

10 92. On or about May 3, 2007, the Defendants intentionally presented information they knew
11 was false concerning the Plaintiff. In addition, Defendants intentionally failed to provide
12 information to Plaintiff that Defendants knew was material to the transactions at issue. The false
13 representations included, but were not limited to, representations that Loan No. 1 and Loan No. 2
14 were suitable to Plaintiff, that Loan No. 1 and Loan No. 2 were appropriate for Plaintiff's financial
15 position, and that Loan No. 1 and Loan No. 2 were otherwise a beneficial transition for Plaintiff.
16

17 93. The Defendants made these representations and omissions with the intent to induce
18 Plaintiff to enter Loan No. 1 and Loan No. 2.

19 94. At the time the representations set forth above were made, and as previously alleged, the
20 representations were made by Defendants with the knowledge of their falsity, or with a reckless
21 disregard for the truthfulness of the representations.

22 95. Plaintiff reasonably relied upon the representations made by Defendants, and each of
23 them, and in reliance on those representations, among other things, entered into Loan Nos. 1 and 2.
24

25 96. Plaintiff has plead the fraudulent acts of the Defendants based on the information
26 available to Plaintiff; however, pursuant to the Nevada Supreme Court's decision in *Rocker v.*
27 *KPMG LLP*, 112 Nev. Adv. Rep. 106, 148 P.3d 703 (2006), a relaxed standard for pleading fraud is
28

1 appropriate in this case because the information to identify more specifically additional fraudulent
2 conduct is among the Defendants; at this time, Plaintiff does not have a complete file of the
3 transaction from any Defendant, nor does Plaintiff have access to the internal documents and
4 relationships between the various Defendants; once the documents and information are available to
5 disclose the relationships and communications by and between the Defendants to and about the
6 Plaintiff, this Claim will be supplemented with additional specific averments, should the Court
7 allow.

8
9 97. As a direct and proximate result of the Defendants' fraudulent statements, conduct and
10 acts, Loan No. 1 and Loan No. 2 were closed, all to Plaintiff's personal and economic detriment.

11 98. As a direct and proximate result of the breaches by the Defendants, Plaintiff was
12 induced to take loans that were inappropriate for his personal financial circumstances at the time,
13 Plaintiff was misled regarding the nature of his transaction, and other wrongful conduct, all of
14 which contributed to Plaintiff's damages as discussed herein.

15 99. As a direct and proximate result of the conduct described herein, and omissions of
16 Defendants, Plaintiff has suffered mental anguish, conscious pain and suffering, and mental distress
17 from his economic damages all in an amount in excess of TEN THOUSAND DOLLARS
18 (\$10,000.00).

19
20 100. As a direct and proximate result of the above-described conduct and omissions of
21 the Defendants, Plaintiff has suffered and will continue to suffer in the future personal, mental,
22 physical, and economic damages in an amount in excess of TEN THOUSAND DOLLARS
23 (\$10,000.00).

24
25 101. As a direct and proximate result of the fraud conducted by the Defendants, these
26 Defendants acted with a conscious disregard for the good, safe business practices and economic
27 welfare of the Plaintiff, and acted with malice, oppression, and fraud all to Plaintiff's disadvantage
28

1 and, therefore, should be punished for their wrongful conduct in an amount to be established by the
2 jury at trial; accordingly, Plaintiff seeks exemplary or punitive damages against these Defendants
3 for this wrongful conduct.

4 102. Plaintiff has been forced to hire an attorney to prosecute his claims at issue in this
5 case and will be entitled to an award of fees and costs against the Defendants at the conclusion of
6 this case.

7
8 **SEVENTH CLAIM FOR RELIEF**

9 **(Constructive Fraud by All Defendants)**

10 103. Plaintiff hereby repeats and realleges Paragraphs 1 through 102 of this Complaint as
11 though fully set forth herein.

12 104. As previously alleged, Defendants, and each of them, were in a relationship of
13 special confidence with Plaintiff and engaged in a course of conduct, which, if sanctioned by law,
14 would secure Defendants an unconscionable advantage, irrespective of the actual intent to defraud.

15 105. Plaintiff has plead the fraudulent acts of the Defendants based on the information
16 available to Plaintiff; however, pursuant to the Nevada Supreme Court's decision in *Rocker v.*
17 *KPMG LLP*, 112 Nev. Adv. Rep. 106, 148 P.3d 703 (2006), a relaxed standard for pleading fraud is
18 appropriate in this case because the information to identify more specifically additional fraudulent
19 conduct is among the Defendants; at this time, Plaintiff does not have a complete file of the
20 transaction from any Defendant, nor does Plaintiff have access to the internal documents and
21 relationships between the various Defendants; once the documents and information are available to
22 disclose the relationships and communications by and between the Defendants to and about the
23 Plaintiff, this Claim will be supplemented with additional specific averments, should the Court
24 allow.
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1 106. As a direct and proximate result of the Defendants' constructive fraud, conduct and
2 acts, Loan No. 1 and Loan No. 2 were closed, all to Plaintiff's personal and economic detriment.

3 107. As a direct and proximate result of the constructive fraud by the Defendants,
4 Plaintiff was induced to take loans that were inappropriate for his personal financial circumstances
5 at the time, Plaintiff was misled regarding the nature of his transaction, and other wrongful
6 conduct, all of which contributed to Plaintiff's damages as discussed herein.

7 108. As a direct and proximate result of the constructive fraud by Defendants, Plaintiff
8 has suffered mental anguish, conscious pain and suffering, and mental distress from his economic
9 damages all in an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00).

10 109. As a direct and proximate result of the above-described constructive fraud by
11 Defendants, Plaintiff has suffered and will continue to suffer in the future personal, mental,
12 physical, and economic damages in an amount in excess of TEN THOUSAND DOLLARS
13 (\$10,000.00).

14 110. As a direct and proximate result of the fraud conducted by the Defendants, these
15 Defendants acted with a conscious disregard for the good, safe business practices and economic
16 welfare of the Plaintiff, and acted with malice, oppression, and fraud all to Plaintiff's disadvantage
17 and, therefore, should be punished for their wrongful conduct in an amount to be established by the
18 jury at trial; accordingly, Plaintiff seeks exemplary or punitive damages against these Defendants
19 for this wrongful conduct.

20 111. Plaintiff has been forced to hire an attorney to prosecute his claims at issue in this
21 case and will be entitled to an award of fees and costs against the Defendants at the conclusion of
22 this case.

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EIGHTH CLAIM FOR RELIEF

(Negligence Per Se by All Defendants)

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3 112. Plaintiff hereby repeats and realleges Paragraphs 1 through 111 of this Complaint as
4 though fully set forth herein.

5 113. Defendants are subject to Nevada Revised Statutes and Nevada Administrative Code
6 provisions that govern and direct their conduct to protect the public, or classes thereof, from
7 wrongful conduct.

8
9 114. At the time the subject loan transaction occurred, Defendants Title Company and
10 Appraisal Company was subject to the provisions of NRS 692A.105, *et seq.*, NAC 645.050, *et seq.*,
11 and NRS 645C.470, *et seq.*, NRS 669.286, *et seq.*, and other applicable State Statutes and
12 Administrative Codes.

13 115. At the time the subject loan transaction occurred, Defendants Mortgage Broker
14 Company, Mortgage Agent, and Lender were subject to the provisions of Unfair Lending Practices
15 Act, NRS 598D.100, *et seq.* (enacted 2003), and other applicable State Statutes and Administrative
16 Codes.

17
18 116. At the time the subject loan transaction occurred, Defendant Real Estate Broker was
19 subject to the provisions of NRS 645.630, *et seq.*, and other applicable State Statutes and
20 Administrative Codes.

21 117. Plaintiff was a member of the class of citizens of the State of Nevada for whose
22 protection the Statutes and Codes were designed to provide.

23
24 118. As described herein, the Defendants' conduct violated the provisions of these
25 statutes cited above.

26 119. As and for the violations of the statutes stated above, the Plaintiff is entitled to the
27 relief as described and enumerated in the statutes described above.
28

1 120. Plaintiff has plead the negligent acts of the Defendants based on the information
2 available to Plaintiff; however, pursuant to the Nevada Supreme Court's decision in *Rocker v.*
3 *KPMG LLP*, 112 Nev. Adv. Rep. 106, 148 P.3d 703 (2006), a relaxed standard for pleading
4 negligence per se is appropriate in this case because the information to identify more specifically
5 additional fraudulent conduct is among the Defendants; at this time, Plaintiff does not have a
6 complete file of the transaction from any Defendant, nor does Plaintiff have access to the internal
7 documents and relationships between the various Defendants; once the documents and information
8 are available to disclose the relationships and communications by and between the Defendants to
9 and about the Plaintiff, this Claim will be supplemented with additional specific averments, should
10 the Court allow.

11
12 121. As a direct and proximate result of the above-described conduct and omissions of
13 the Defendants, and each of them, a loan purporting to be in Plaintiff's name was created, all of
14 which contributed to Plaintiff's damages as discussed herein.

15
16 122. That as a further direct and proximate result of the conduct and omissions of the
17 Defendants, and each of them, Plaintiff has suffered economic damages, mental anguish, conscious
18 pain and suffering, and mental distress all in an amount in excess of TEN THOUSAND DOLLARS
19 (\$10,000.00).

20
21 123. That as a further direct and proximate result of the conduct and omissions of the
22 Defendants, and each of them, Plaintiff will continue to suffer future economic damages and
23 emotional and physical damages all in an amount in excess of TEN THOUSAND DOLLARS
24 (\$10,000.00).

25
26 124. It has been necessary for Plaintiff to retain the services of counsel to represent him
in the above-entitled matter, and he should be awarded reasonable attorney's fees and costs.

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NINTH CLAIM FOR RELIEF

(Negligence by All Defendants)

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3 125. Plaintiff hereby repeats and realleges Paragraphs 1 through 124 of this Complaint as
4 though fully set forth herein.

5 126. All Defendants owed a duty to Plaintiff to perform their professional services in a
6 manner consistent with similarly situated professionals in their respective fields, and to perform
7 their duties with usual and reasonable care.

8
9 127. All Defendants owed a duty to Plaintiff to provide various financing options to
10 Plaintiff for which Plaintiff qualified based on his prime or prime plus FICO score.

11 128. The Defendants knew that Plaintiff had a FICO score of prime or prime plus and
12 Defendants were obligated to provide Plaintiff with optional financing consistent with his FICO
13 score and credit history.

14 129. The Defendants breached their duty of care by failing to disclose relevant
15 information, failing to provide additional options for the Plaintiff, failing to conduct reasonable
16 evaluations into the merits of Loan No. 1 and Loan No. 2 and the subject property, and other
17 regular, customary and usual activities that are conducted by professionals of their same nature and
18 type.
19

20 130. As a direct and proximate result of the breaches by the Defendants, and each of
21 them, loans purporting to be in Plaintiff's name were created.

22 131. That as a further direct and proximate result of the acts and omissions of Defendants,
23 and each of them, Plaintiff has suffered economic damages, mental anguish, conscious pain and
24 suffering, and mental distress all in an amount in excess of TEN THOUSAND DOLLARS
25 (\$10,000.00).
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1 132. That as a further direct and proximate result of the above described negligence of
2 Defendants, and each of them, Plaintiff will sustain future losses, injuries and economic damages in
3 excess of TEN THOUSAND DOLLARS (\$10,000.00).

4 133. It has been necessary for Plaintiff to retain the services of counsel to represent him
5 in the above-entitled matter, and he should be awarded reasonable attorney's fees and costs.

6 **TENTH CLAIM FOR RELIEF**

7 **(Negligent Misrepresentation by All Defendants)**

8 134. Plaintiff hereby repeats and realleges Paragraphs 1 through 133 of this Complaint as
9 though fully set forth herein.

10 135. In connection with the loan, Defendants made certain representations to Plaintiff in
11 order to induce him to enter into the loan. The representations made by Defendants were made by
12 them negligently and/or without reasonable inquiry as to whether or not the representations were
13 true or false. Those representations were false.

14 136. Plaintiff reasonably relied on the false representations of the Defendants by, *inter*
15 *alia*, entering into Loan No. 1 and Loan No. 2. The Plaintiff would not have entered into Loan
16 Nos. 1 and 2 if not for the misrepresentations by the Defendants.

17 137. As a direct and proximate result of the misrepresentations of the Defendants,
18 Plaintiff suffered economic damages, emotional damages, and conscious pain and suffering all in an
19 amount in excess of TEN THOUSAND DOLLARS (\$10,000.00).

20 138. As a further direct and proximate result of the misrepresentations of the Defendants,
21 Plaintiff will continue in the future to suffer economic losses, emotional damages, and conscious
22 pain and suffering in an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00).

23 139. It has been necessary for Plaintiff to retain the services of counsel to represent him
24 in the above-entitled matter, and he should be awarded reasonable attorney's fees and costs.
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ELEVENTH CLAIM FOR RELIEF

**(Tortious Interference with Contract by Mortgage Broker Company,
Mortgage Agent, Real Estate Broker, and Lender)**

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4 140. Plaintiff hereby repeats and realleges Paragraphs 1 through 139 of this Complaint as
5 though fully set forth herein.

6 141. Upon information and belief, Mortgage Broker Company, Mortgage Agent, Real
7 Estate Broker, and Lender knew or reasonably should have known that Plaintiff had existing
8 contractual relationships with third persons.

9
10 142. Upon information and belief, Mortgage Broker Company, Mortgage Agent, Real
11 Estate Broker, and Lender knew or reasonably should have known that if Plaintiff entered into
12 Loan Nos. 1 and 2 with Lender, that Plaintiff's ability to meet Plaintiff's obligations with the third
13 persons would be substantially impaired.

14 143. That as a direct and proximate result of Mortgage Broker Company's, Mortgage
15 Agent's, Real Estate Broker's, and Lender's tortious interference with contractual relationship,
16 Plaintiff has been unable to meet obligations with third persons.

17
18 144. That as a direct and proximate result of Mortgage Broker Company's, Mortgage
19 Agent's, Real Estate Broker's, and Lender's tortious interference with contractual relationship,
20 Plaintiff has suffered, and will continue to suffer in the future, consequential damages in excess of
21 TEN THOUSAND DOLLARS (\$10,000.00).

22 145. That as a direct and proximate result of Mortgage Broker Company's, Mortgage
23 Agent's, Real Estate Broker's, and Lender's tortious interference with contractual relationship,
24 Plaintiff has suffered, and will continue to suffer in the future, compensatory damages in excess of
25 TEN THOUSAND DOLLARS (\$10,000.00).
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1 146. As a direct and proximate result of the misrepresentations of the Defendants,
2 Plaintiff suffered economic damages, emotional damages, and conscious pain and suffering all in
3 an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00).

4 147. As a further direct and proximate result of the misrepresentations of the Defendants,
5 Plaintiff will continue in the future to suffer economic losses, emotional damages, and conscious
6 pain and suffering in an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00).

7 148. That Mortgage Broker Company, Mortgage Agent, Real Estate Broker, and Lender
8 have acted with a conscious disregard for the good, safe business practices and economic welfare of
9 the Plaintiff, and acted with malice, oppression, and fraud all to Plaintiff's disadvantage and,
10 therefore, should be punished for their wrongful conduct in an amount to be established by the jury
11 at trial; accordingly, Plaintiff seeks exemplary damages or punitive damages against these
12 defendants for this wrongful conduct.

13 149. It has been necessary for Plaintiff to retain the services of counsel to represent him
14 in the above-entitled matter, and he should be awarded reasonable attorney's fees and costs.

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17 **TWELFTH CLAIM FOR RELIEF**

18 **(Civil Conspiracy by All Defendants)**

19 150. Plaintiff hereby repeats and realleges Paragraphs 1 through 149 of this Complaint as
20 though fully set forth herein.

21 151. All Defendants agreed overtly and/or by acquiescence or omission to:

- 22 a. Work together to have Plaintiff close the subject loans through: fraud,
23 misrepresentation, and to breach their duties and obligations (as discussed above) to
24 Plaintiff;
25 b. Place the subject subprime loans which paid Defendants excessive commissions or
26 otherwise deal unfairly with Plaintiff;
27
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1 c. To obtain a joint commission of tort to the disadvantage of Plaintiff as outlined
2 above.

3 152. As a result of the Defendants' actions above, the civil conspiracy was carried out to
4 Plaintiff's disadvantage, and as a result of the civil conspiracy, Plaintiff had no reason to know or
5 believe that there was any wrongful conduct by any one of the Defendants because of the
6 conspiracy. The Defendants hid their wrongful conduct from the Plaintiff collectively;
7 furthermore, the Defendants agreed to hide their wrongful conduct from the Plaintiff and to subvert
8 the Plaintiff from attempting to identify the wrongful conduct.
9

10 153. As a direct and proximate result of the breaches of the Defendants, Plaintiff was
11 mislead regarding the nature of Loan No. 1 and Loan No. 2, and other wrongful conduct, all of
12 which contributed to Plaintiff's damages as discussed herein.

13 154. As a direct and proximate result of the wrongful conduct described herein, and civil
14 conspiracy and omissions of Defendants, Plaintiff has suffered mental anguish, conscious pain and
15 suffering, and mental distress from his economic damages, all in an amount in excess of TEN
16 THOUSAND DOLLARS (\$10,000.00).
17

18 155. As a direct and proximate result of the above-described conduct and omissions of
19 Defendants, Plaintiff has sustained and is certain to sustain in the future, losses, injuries, and
20 additional damages of emotional, physical, and economic nature, all in an amount in excess of TEN
21 THOUSAND DOLLARS (\$10,000.00).
22

23 156. That Defendants have acted with a conscious disregard for the good, safe business
24 practices and economic welfare of the Plaintiff, and acted with malice, oppression, and fraud all to
25 Plaintiff's disadvantage and, therefore, should be punished for their wrongful conduct in an amount
26 to be established by the jury at trial; accordingly, Plaintiff seeks exemplary or punitive damages
27 against these Defendants for this wrongful conduct.
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1 157. It has been necessary for Plaintiff to retain the services of counsel to represent him
2 in the above-entitled matter, and he should be awarded reasonable attorney's fees and costs.

3 **THIRTEENTH CLAIM FOR RELIEF**

4 **(Intentional Infliction of Emotional Distress by All Defendants)**

5 158. Plaintiff hereby repeats and realleges Paragraphs 1 through 157 of this Complaint as
6 though fully set forth herein.

7 159. The acts of the Defendants, and each of them, were outrageous and were designed
8 and calculated, in whole or in part, to cause emotional distress in Plaintiff.

9 160. As a direct and proximate result of the acts and omissions of Defendants, Plaintiff
10 has suffered, economic damages, mental anguish, conscious pain and suffering, and mental distress
11 all in an amount in excess of TEN THOUSAND DOLLARS (\$10,000.00).

12 161. As a direct and proximate result of the above described conduct and omissions of
13 Defendants, Plaintiff will continue to suffer future losses, injuries, and economic damages in excess
14 of TEN THOUSAND DOLLARS (\$10,000.00).

15 162. It has been necessary for Plaintiff to retain the services of counsel to represent him
16 in the above-entitled matter, and he should be awarded reasonable attorney's fees and costs.

17 **FOURTEENTH CLAIM FOR RELIEF**

18 **(Punitive Damages against All Defendants)**

19 163. Plaintiff hereby repeats and realleges Paragraphs 1 through 162 of this Complaint as
20 though fully set forth herein.

21 164. That upon information and belief, the Defendants, and each of them, have acted with
22 or committed acts constituting: a conscious disregard of the rights of Plaintiff; oppression; fraud;
23 and/or, malice, express or implied. Plaintiff is entitled to exemplary damages as contemplated by
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1 NRS 42.005. Upon information and belief, each Defendant employer and corporate Defendant is
2 liable for acts of its employees by knowledge and actions that satisfy NRS 42.007.

3 WHEREFORE, Plaintiff, ROBERT FAGIN, prays for judgment against Defendants, and
4 each of them, as follows:

- 5 1. Special damages in excess of TEN THOUSAND DOLLARS (\$10,000.00);
- 6 2. General damages in excess of TEN THOUSAND DOLLARS (\$10,000.00);
- 7 3. Treble damages where appropriate;
- 8 4. Punitive damages in excess of TEN THOUSAND DOLLARS (\$10,000.00);
- 9 5. For interest from the time of service of this Complaint, as allowed by N.R.S. 17.130;
- 10 6. For reasonable attorney's fees;
- 11 7. For costs of suit, and;
- 12 8. For such other and further relief as the Court may deem just and proper.

13 DATED this 24th day of August, 2009.

14 VANNAH & VANNAH

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17 ROBERT D. VANNAH, ESQ.
18 Nevada Bar No. 2503
19 400 South 4th Street, 6th Floor
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21 *Attorneys for Plaintiff*

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