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6 UNITED STATES DISTRICT COURT
7 SOUTHERN DISTRICT OF NEVADA

8 GUADALUPE OLVERA, an individual; and
9 THE GUADALUPE OLVERA FAMILY
10 TRUST, by and through its Trustee, Rebecca
Schultz,

11 Plaintiffs,

12 vs.

13 JARED E. SHAFER, an individual;
14 PROFESSIONAL FIDUCIARY SERVICES
15 OF NEVADA, INC., a Nevada corporation;
16 AMY VIGGIANO DEITTRICK, individually
17 and doing business as AVID BUSINESS
18 SERVICES; PATIENCE BRISTOL, an
19 individual; WELLS FARGO BANK, N.A., a
20 National Association; EVE S. MILLS, an
21 individual; SUSAN BULL, an individual;
22 CENTER FOR GUARDIANSHIP
23 CERTIFICATION, INC., a Pennsylvania non-
24 profit corporation; FIRSTSERVICE
25 RESIDENTIAL, NEVADA, LLC, a Nevada
26 limited liability company; CATHY ELLIOT,
27 an individual; MARGARET JOHNSON, aka
28 MARGO JOHNSON, an individual; DOES I
through XX and DOE ENTITIES I through
XX, inclusive,

Defendants.

CASE NO.: 2:14-cv-01298-GMN-NJK

FIRST AMENDED COMPLAINT

JURY TRIAL DEMANDED

COME NOW the Plaintiffs, GUADALUPE OLVERA (hereinafter "Plaintiff" or
"Olvera") and the GUADALUPE OLVERA FAMILY TRUST, Rebecca Olvera Schultz, Trustee,
by and through their attorney, D. Brian Boggess, Esq. and Boggess & Harker, and for causes of
action against JARED E. SHAFER (hereinafter "Shafer"), PROFESSIONAL FIDUCIARY
SERVICES OF NEVADA, INC. (hereinafter "PFSN"), AMY VIGGIANO DEITTRICK,

(hereinafter "Deittrick") AVID BUSINESS SERVICES (hereinafter "Avid"), PATIENCE BRISTOL (hereinafter "Bristol"), WELLS FARGO BANK, N.A. (hereinafter "Wells Fargo"), EVE S. MILLS (hereinafter "Mills"), SUSAN BULL (hereinafter "Bull"), CENTER FOR GUARDIANSHIP CERTIFICATION, INC. (hereinafter "CGC"), FIRSTSERVICE RESIDENTIAL, NEVADA, LLC (hereinafter "FSR"), CATHY ELLIOT (hereinafter "Elliot"), and MARGARET JOHNSON also known as MARGO JOHNSON, complain, aver and allege as follows and hereby file their complaint and allege the following causes of action against the above- named Defendants:

GENERAL ALLEGATIONS

1. Plaintiff GUADALUPE OLVERA is a resident of Santa Cruz County, California.
2. Plaintiff GUADALUPE OLVERA FAMILY TRUST is a Trust, organized on or about February, 2007. The Trust appears by and through its current Trustee, Rebecca Olvera Schultz.
3. Any reference to "Plaintiff" or "Plaintiffs" herein shall be deemed to apply to both Mr. Olvera individually and the Trust.
4. Upon information and belief, Defendant JARED E. SHAFER ("Shafer") is and has been a resident of Clark County, Nevada at all times material hereto.
5. Upon information and belief, Defendant PROFESSIONAL FIDUCIARY SERVICES OF NEVADA, INC. ("PFSN") is and was a corporation licensed under the laws of the State of Nevada and doing business in Clark County, Nevada at all times material hereto.
6. Upon information and belief, Defendant AMY VIGGIANO DEITTRICK ("Deittrick") is and has been a resident of Clark County, Nevada at all times material hereto and is and was doing business as AVID BUSINESS SERVICES in Clark County, Nevada ("Avid").
7. During the times relevant hereto, Avid was not licensed to do business, but was transacting business illegally.
8. Upon information and belief, Defendant PATIENCE BRISTOL ("Bristol") is and has been a resident of Clark County, Nevada at all times material hereto.
9. Upon information and belief, Defendant WELLS FARGO BANK, N.A. ("Wells Fargo") is and has been a national association authorized to do business in Clark County, Nevada at all

1 times material hereto.

2 10. Upon information and belief, Defendant EVE S. MILLS ("Mills") is a trust and fiduciary
3 specialist at Wells Fargo and is and has been a resident of Clark County, Nevada at all times
4 material hereto.

5 11. Upon information and belief, Defendant SUSAN BULL ("Bull") is a trust administrator at
6 Wells Fargo and is and has been a resident of Clark County, Nevada at all times material hereto.

7 12. Upon information and belief, Defendant CENTER FOR GUARDIANSHIP
8 CERTIFICATION, INC. ("CGC") is and was a non-profit corporation licensed under the laws of
9 the State of Pennsylvania and doing business in the State of Pennsylvania at all times material
10 hereto.

11 13. Upon information and belief, Defendant FIRSTSERVICE RESIDENTIAL, NEVADA,
12 LLC ("FSR") is and was a limited liability company licensed under the laws of the State of
13 Nevada and doing business in the State of Nevada at all times material hereto.

14 14. Upon information and belief, Defendant CATHY ELLIOT ("Elliot") is and was an
15 employee of FSR and is and has been a resident of Clark County, Nevada at all times material
16 hereto.

17 15. Upon information and belief, Defendant MARGARET JOHNSON, also known as
18 MARGO JOHNSON ("Johnson") is and was an employee of FSR and is and has been a resident
19 of Clark County, Nevada at all times material hereto.

20 16. The true names and capacities, whether partnership, individual, corporate, associate or
21 otherwise of Defendants Does I through XX and Doe Entities I through XX, inclusive, are
22 unknown to Plaintiff at this date; that said Defendants are named herein by fictitious names, but
23 may be responsible or liable to the Plaintiff by virtue of the actions hereinafter described and
24 Plaintiff reserves the right to amend their Complaint to insert any additional charging allegations,
25 together with their true identities and capacities, when the same have been ascertained.

26 17. Plaintiff is informed, believes and therefore alleges that at all times herein mentioned,
27 Defendants and each of them, were the agent, partner, employee and/or alter-ego of each other,
28 and in doing the things herein alleged, were acting within the course and scope of said agency,

partnership, or relation, with the permission and consent of their co-defendants, and that each of them were working as a single entity and enterprise.

18. The jurisdiction of this court is invoked pursuant to diversity of citizenship 28 U.S.C. § 1332.

19. The amounts in controversy exceed \$75,000.00.

20. Jurisdiction is further vested in this Court pursuant to 18 U.S.C. § 1964(a), as a Civil RICO action forms part of the basis of this Complaint.

GENERAL FACTUAL ALLEGATIONS

21. In 2008 and 2009, Plaintiff Olvera was a resident in Sun City Anthem, and regularly interacted with Defendants Elliot, Johnson and their employer, FSR.

22. In late 2009, Defendants Elliot and Johnson, with the knowledge of Defendant FSR, kidnaped Olvera, removed him from his home and proceeded to convert much of his assets to their own use and benefit.

23. Defendants Elliot and/or Johnson kept Mr. Olvera hidden from his family, and did not give up control of Olvera until early November, 2009.

24. Defendant FSR knew or should have known that Defendants Elliot and Johnson had kidnaped and otherwise taken advantage of Olvera, and taken some action to protect Olvera from its predatory employees.

25. From the formation of the Trust through the events and occurrences which form the basis of this Complaint, the Trust's assets were administered by Defendants Wells Fargo, Mills and Bull, and perhaps others employed by Defendant Wells Fargo.

26. On or about December 2, 2009, the Family Court Division of the Clark County, Nevada District Court appointed Shafer as guardian over Plaintiff in the Matter of the Guardianship of the Person and Estate of Guadalupe Olvera, an adult ward, in Case No. G028163.

27. Upon information and belief, on or about December 2, 2009 Shafer was an employee and/or agent of PFSN.

28. Shafer acted as Guardian of Plaintiff as an agent and/or employee of PFSN from November 17, 2009 to at least April 26, 2013, when the Nevada Guardianship was terminated.

1 29. Between approximately December 2, 2009 and approximately April 26, 2013, PFSN
2 billed and collected hundreds of thousands of dollars for services and reimbursements from the
3 Estate of Guadalupe Olvera without court approval, accounting or oversight, in violation of NRS
4 159.183.

5 30. Upon information and belief, many of the reimbursements paid by the Guardianship,
6 Estate and/or Trust benefitting Guadalupe Olvera to PFSN were for charges made to the personal
7 credit card(s) of Jared E. Shafer.

8 31. Upon information and belief, the Guardianship was charged for expenses completely
9 unrelated to Plaintiff's well being and care.

10 32. Of the reimbursements paid from the Guardianship Estate to PFSN, the vast majority of
11 expenses are unsupported by any verifying documentation, such as receipts or invoices.

12 33. Between approximately November 17, 2009 and April 26, 2013, several law firms billed
13 and collected tens of thousands of dollars for services and reimbursements from the Estate of
14 Guadalupe Olvera without court approval, accounting or oversight, in violation of NRS 159.183.

15 34. Between approximately November 17, 2009 and April 26, 2013, Avid billed and collected
16 tens of thousands of dollars from the Guardianship and Estate of Guadalupe Olvera for simple
17 book keeping services without court approval, accounting or oversight, in violation of NRS
18 159.183.

19 35. Avid charged the Guardianship Estate benefitting Guadalupe Olvera outrageous amounts
20 of as much as approximately \$40.00 per individual bill/invoice it paid on behalf of the
21 Guardianship, for services for Plaintiff's residence.

22 36. Avid charged \$40-\$125, arbitrarily, per hour to pay recurring bills.

23 37. During the period of Plaintiff's Guardianship, including during the period in which Shafer
24 acted as an agent and/or employee of PFSN, Defendants failed to file regular, annual accountings
25 with the Court as required by NRS 159.176.

26 38. Upon information and belief, throughout 2010, 2011 and 2012, while Shafer was
27 simultaneously acting as a Guardian and the agent/employee of PFSN, Shafer embezzled funds
28 from the bank accounts of the Guardianship Estate of Guadalupe Olvera, by submitting false or

1 inflated invoices for payment and by taking possession of social security and pension funds
2 without rendering an accounting of how those funds were kept and utilized.

3 39. Shafer was ineligible to be appointed Guardian for Mr. Olvera at the time he was
4 appointed.

5 40. Olvera is a Veteran who served in the United States Army from August 15, 1941 through
6 October 4, 1945. He also served in the United States Air Force between August 29, 1946 and
7 August 28, 1949.

8 41. Shafer and his various entities and employees knew of Olvera's veteran status early on in
9 the Guardianship proceedings. As early as November 25, 2009, Shafer billed for time conversing
10 with Mr. Olvera regarding "How he is doing, how does he like his caregiver, *WWII*, his
11 daughter, etc."

12 42. Shafer never served a citation upon the United States Department of Veterans' Affairs, as
13 required by NRS 159.0475(4).

14 43. Shafer's failure to properly notify the Department of Veterans' Affairs resulted in Mr.
15 Olvera receiving extra payments to which he was no longer entitled, and which he was or will be
16 required to repay, with interest and fees attached thereto.

17 44. Nevada has adopted the Uniform Veterans' Guardianship Act, which places private
18 professional guardians such as Shafer under additional requirements and scrutiny when they are
19 appointed or seek to be appointed guardians over veterans.

20 45. Shafer was legally ineligible to serve as Mr. Olvera's guardian. NRS 160.040 places a
21 jurisdictional limitation on the number of wards to which a private, professional guardian of a
22 Veteran may oversee.

23 46. That section provides, in pertinent part, as follows:

24 Except as otherwise provided in this section, *it is unlawful for any person to*
25 *accept appointment as guardian of any ward if the proposed guardian is at that*
26 *time acting as guardian for **five** wards.* In any case, upon presentation of a
27 petition by an attorney of the Department of Veterans Affairs pursuant to this
28 section alleging that a guardian is acting in a fiduciary capacity for more than five

wards and requesting his or her discharge for that reason, *the court, upon proof substantiating the petition, shall require a final accounting from the guardian and shall discharge the guardian in the case.*

N.R.S. § 160.040 (emphasis added).

47. During the course of his guardianship of Olvera, Shafer acted in a fiduciary capacity for more than five wards.

48. Before the Guardianship Commissioner had entered an Order appointing Mr. Shafer as Successor General Guardian, Shafer knew that he was not legally qualified to assume that post, pursuant to the jurisdictional limitations of NRS 160.040. Yet no mention of Mr. Olvera's veteran status was raised in Shafer's pleadings nor in oral argument at the hearings appointing him General Guardian. He did not revise his Affidavits or pleadings to make the Court aware of this critical fact.

49. On November 16, 2009, Shafer verified and signed his Petition for Appointment of Successor Temporary and Successor General Guardian. In paragraph 10 of that Petition, Shafer stated that he "is competent and capable of acting as the Temporary and General Guardian of the person and estate of Guadalupe Mena Olvera"

50. Even if Shafer believed that statement to be true as of November 16, 2009, he knew that the statement was patently false as of November 25, 2009, when he learned that Mr. Olvera was a Veteran and that Shafer was no longer "competent and capable" of serving as Mr. Olvera's guardian pursuant to NRS 160.040 due to the number of Wards under his guardianship.

51. He patently failed to demonstrate candor before the Court, assuming that he could "pull a fast one" on the Guardianship Commissioner and Mr. Olvera's family. Shafer's silence in the face of such damning facts—knowing that the Guardianship Commissioner was relying upon his verified Petition at the December 2, 2009 hearing to consider him as Successor General Guardian—constitutes perjury.

52. This callous disregard for Mr. Olvera, his estate, his family and the express mandates of NRS Chapter 160 should have automatically and immediately disqualified Shafer from continuing as the Guardian for Mr. Olvera. It also should subject Shafer to sanctions, including

1 disgorgement of any fees earned or funds wrongfully diverted from Mr. Olvera's estate.

2 53. Shafer's compensation was dramatically higher than that authorized by statute. NRS
3 160.120 provides in pertinent part that

4 Compensation payable to a guardian *must not exceed 5 percent of the income of*
5 *the ward* during any year. In the event of extraordinary services rendered by any
6 guardian, the court may, upon petition and after hearing thereon, authorize
7 additional compensation therefor payable from the estate of the ward. Notice of
8 such petition and hearing must be given to the proper office of the Department of
9 Veterans Affairs in the manner provided in NRS 160.100. *No compensation may*
10 *be allowed on the corpus of an estate* received from a preceding guardian. The
11 guardian may be allowed from the estate of the ward of the guardian reasonable
12 premiums paid by him or her to any corporate surety upon his or her bond.

13 *N.R.S. 160.120 (emphasis added).*

14 54. Plaintiff contends that Shafer's compensation vastly exceeds five (5) percent of Olvera's
15 income. Accordingly, this Court should Order that Shafer disgorge any funds received above and
16 beyond this statutory compensation limit.

17 55. Upon information and belief, Shafer and the other Defendants herein are responsible for
18 embezzling, taking under wrongful pretenses and otherwise fraudulently or wrongfully
19 diminishing the value of Olvera's and the Trust's assets in an amount to be proved at trial, but in
20 excess of \$420,000.00.

21 56. Defendants Wells Fargo, Mills and Bull were specifically and knowingly complicit in the
22 wrongful actions taken by the other Defendants, particularly those wrongful actions of Shafer,
23 PFSN, Bristol, Deittrick and Avid.

24 57. Defendants Wells Fargo, Mills and Bull failed or refused to inform the beneficiaries of the
25 Trust that they were beneficiaries, or to provide them with statements and other information
26 pertaining to the Trust which would have allowed the beneficiaries to bring the wrongful actions
27 of the Defendants herein to the attention of proper Court's and authorities.

28 58. Defendants Wells Fargo, Mills and Bull failed or refused to provide account statements to

1 the lawful beneficiaries of the Trust, ignoring repeated requests that they do so.

2 59. Defendants Wells Fargo, Mills and Bull provided false information to the Guardianship
3 Commissioner and to the other Defendants, which affected the ability of Olvera's family to
4 assume the guardianship and take care of Olvera.

5 60. Defendants Wells Fargo, Mills and Bull knew or should have known, as early as 2007,
6 that Olvera was not in need of a guardian and could govern his own affairs, yet they continued to
7 support the claims and attempts of Defendants Shafer and the other Defendants to maintain the
8 guardianship strangle-hold they had on Olvera and the Trust.

9 61. Defendants Wells Fargo, Mills and Bull knew or should have known that bills and
10 invoices being paid by them for Olvera's care were inflated, inappropriate, duplicated and
11 fraudulent, and yet they continued to pay such bills.

12 62. Defendants Wells Fargo, Mills and Bull caused checks to be issued to Defendants Shafer
13 and Bristol in their individual names, rather than to Defendants PFSN for which they were both
14 employed.

15 63. Defendants Wells Fargo, Mills and Bull falsified documentation submitted to the
16 Veteran's Administration, changing beneficiary status without authority to do so.

17 64. Defendants Wells Fargo, Mills and Bull engaged in a pattern of hiding information from
18 the beneficiaries of the Trust and covering for the wrongful actions of the other Defendants.

19 65. Defendants Wells Fargo, Mills and Bull have failed or refused to provide a complete
20 accounting to Mr. Olvera or the Trust, and it is believed that additional causes of action may arise
21 upon their receipt of the complete accounting sought through discovery herein.

22 66. Specifically, Wells Fargo has refused to provide copies of the invoices for which payment
23 was processed and made from the Trust's funds and accounts.

24 67. Defendant CGC is a non-profit entity which claims to offer accreditation to public and
25 private guardians. CGC has granted its accreditation to Defendants Shafer and Bristol, among
26 others relevant to this proceeding.

27 68. CGC's published Mission Statement provides that "The mission of the Center for
28 Guardianship Certification is to provide a comprehensive guardianship certification program."

69. CGC's stated, published purposes include: "A. To develop and administer a credentialing process for guardians . . . B. To address issues related to renewal, suspension and revocation of credentials for guardians . . . [and] C. To encourage, support and foster best practices in the provision of quality guardianship services."

70. CGC's certification is considered a minimum standard of excellence and integrity, providing reviewing Courts and the public with a quasi-official recommendation as to a particular guardian's experience, competence and honesty.

71. On or about March 19, 2012, Rebecca Schultz provided written notice to CGC of her concerns about the practices and unethical conduct of Defendants Shafer, Bristol, PFSN and AVID with regard to the handling of the Olvera guardianship. She provided documentary evidence proving the patterns of wrongdoing by these Defendants which are alleged in this Complaint.

72. On or about June 26, 2012, CGC notified Ms. Schultz that it had completed its investigation, and had determined that "the guardian did not engage in prohibited conduct." There was no differentiation among Shafer, Bristol, PFSN or AVID in the CGC finding.

73. On July 1, 2012, Ms. Schultz appealed the CGC determination, requesting that the CGC Board of Trustees reconsider the allegations and evidence presented to it. No additional information was sought by CGC for this appellate review.

74. On or about July 23, 2012, the CGC notified Ms. Schultz that the CGC Board of Trustees had voted to uphold the initial decision, and Defendants Shafer, Bristol, PFSN and AVID continued under their various CGC certifications.

75. As a direct result of the CGC review and findings, Defendants Shafer, Bristol, PFSN and AVID continued to bill for services alleged provided to Olvera and the Olvera Trust under the guardianship.

76. On January 15, 2014, CGC revoked the certification which had been issued to Defendant Bristol, ostensibly for conduct of which the CGC had actual notice since at least March 19, 2012.

77. Defendant CGC failed in its duties to protect the Plaintiffs, by willfully ignoring evidence of wrongdoing by Defendants after such evidence had been presented to them.

FIRST CLAIM FOR RELIEF

Conversion

Against Defendants Shafer, Bristol, PFSN, Deittrick, AVID

78. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 77 above as if set forth in full herein.

79. Defendants committed a distinct act of dominion wrongfully exerted over Guadalupe Olvera's property by embezzling monies from the Guardianship bank accounts.

80. These acts were in denial of, or inconsistent with, Plaintiff's title or rights therein.

81. These acts were in derogation, exclusion, or defiance of Plaintiff's title or rights in the personal property.

82. At the time of the acts of conversion by Defendants, Bristol was an employee, agent and/or servant of PFSN and Shafer. Bristol was acting within the course and scope of her employment with PFSN at the time of the acts of conversion which are the basis of this claim. As such, PFSN and Shafer are responsible for the conduct of Bristol under the doctrine of *respondent superior* due to the master-servant relationship which existed at the time of the acts of conversion made the basis of this claim.

83. At the time of the acts of conversion by Defendants, Deittrick and Avid employees, agents and/or servants of PFSN and Shafer. They were acting within the course and scope of their employment and/or agency with Shafer and/or PFSN at the time of the acts of conversion which are the basis of this claim. As such, PFSN and Shafer are responsible for the conduct of Deittrick and Avid under the doctrine of *respondent superior* due to the master-servant relationship which existed at the time of the acts of conversion made the basis of this claim.

84. As a direct and proximate result of the Defendants conduct, Plaintiff is entitled to compensatory damages in an amount in excess of \$75,000.00 to be proven at trial.

85. Plaintiff has been compelled to secure the services of Bogess & Harker to prosecute this action and is entitled to recover costs and legal expenses including reasonable attorney's fees.

SECOND CLAIM FOR RELIEF

(Breach of Fiduciary Duty)

Against All Defendants

86. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 85 above

1 as if set forth in full herein.

2 87. Defendants owed various fiduciary duties to the Plaintiffs.

3 88. Defendants Shafer, Bristol and PFSN breached their respective duties by taking money
4 from the Guardianship assets for their own personal use and without authority to do so, by
5 commingling Guardianship funds with other funds, and by otherwise misappropriating and
6 misusing Guardianship assets.

7 89. Defendants PFSN, Shafer, Bristol, AVID and Diettrick breached their respective duties by
8 charging fraudulent and/or excessive fees to the Guardianship, in violation of NRS 159.193.

9 90. Defendants Wells Fargo, Mills and Bull breached their respective duties by knowingly
10 allowing funds belonging to the Plaintiff to be withdrawn, utilized and taken by other Defendants
11 in violation of Nevada and Federal law and without due regard to the property rights of Plaintiff.

12 91. Defendant CGC breached its fiduciary duty by failing to take timely, effective action to
13 investigate, suspend or withdraw the accreditation of Shafer, Bristol and/or other Defendants,
14 when evidence had been presented to CGC that such individuals were in violation of National
15 Guardianship Association standards and code of ethics, and were thus unworthy of CGC
16 accreditation.

17 92. CGC's revocation of Bristol's guardianship certification in January, 2014, was based upon
18 conduct first brought to CGC's attention in March, 2012, and CGC's delay in revoking Bristol's
19 guardianship certification allowed Bristol to continue depleting the Olvera Guardianship estate in
20 partnership with Defendants Shafer, PFSN and AVID.

21 93. At the time of the above referenced breaches of fiduciary duty by Defendants Bristol,
22 Shafer and Diettrick, Bristol and Diettrick were employees, agents and/or servants of Defendant
23 PFSN. Defendants Bristol, Shafer and Diettrick were acting within the course and scope of their
24 employment with PFSN at the time of the acts of conversion which are the basis of this claim. As
25 such, PFSN is responsible for the conduct of Defendants Bristol, Shafer and Diettrick under the
26 doctrine of *respondiat superior* due to the master-servant relationship which existed at the time
27 of the breaches of fiduciary duty, described herein.

28 94. As a direct and proximate result of the Defendants conduct, Plaintiff is entitled to

1 compensatory damages in an amount in excess of \$75,000.00 to be proven at trial.

2 95. Plaintiff has been compelled to secure the services of Boggess & Harker to prosecute this
3 action and is entitled to recover costs and legal expenses including reasonable attorney's fees.

4 **THIRD CLAIM FOR RELIEF**
5 **(Civil RICO, Fraud)**

6 **Against Defendants Bristol, Shafer, PFSN, Deitrick and AVID only**

7 96. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 95 above
8 as if set forth in full herein.

9 97. Defendants, in concert and with intent, absconded with an amount to be proved at trial but
10 in excess of \$75,000.00 from the Plaintiffs by means of multiple crimes of the same or similar
11 pattern that are interrelated and not isolated incidents.

12 98. By Defendants' multiple fraudulent acts of embezzlement of funds and receiving
13 possession of money in excess of \$250.00, Defendants committed predicated racketeering acts.

14 99. Plaintiffs suffered injury by reason of Defendants' commission of predicated racketeering
15 acts.

16 100. Defendants violations proximately caused the Plaintiffs' injuries.

17 101. Plaintiffs did not participate in the racketeering activities.

18 102. The proceeds of these racketeering activities (multiple crimes) have, on information and
19 belief, been used in operation of at least one enterprise.

20 103. Under NRS 207.470, the Plaintiffs are entitled to damages from the Defendants in the
21 amount of three times the actual damages.

22 104. Plaintiffs are entitled to damages from the Defendants and remedies set forth in 18
23 U.S.C. §§ 1961-1968, et seq., including an award of damages in the amount of three times the
24 actual damages.

25 105. Plaintiffs are entitled to an award of punitive damages.

26 106. In violation of NRS 207.400 and various federal statutes, Defendants conspired together
27 to commit this racketeering activity.

28 107. As a result of this racketeering activity, Plaintiffs have been damaged in an amount in
excess of \$75,000.00 to be proven at trial.

108. Plaintiff has been compelled to secure the services of Boggess & Harker to prosecute this action and is entitled to recover costs and legal expenses including reasonable attorney's fees.

FOURTH CLAIM FOR RELIEF

(Negligence)

Against Defendants PFSN, Shafer, Wells Fargo, FSR and CGC

109. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 108 above as if set forth in full herein.

110. Defendants owed a duty of care to Plaintiffs.

111. Defendants PFSN and Shafer breached their duty by hiring Bristol even though the Defendants knew or should have known of Bristol's dangerous propensities, specifically that Bristol had declared Chapter 13 Bankruptcy in 2006, and, at the time she was appointed Guardian, was in the middle of a repayment plan.

112. Defendants PFSN and Shafer were also aware or should have been aware of Bristol's gambling addiction.

113. Defendants Wells Fargo and FSR Anthem owed a duty of care to Plaintiffs.

114. Defendant Wells Fargo breached its duty by hiring and/or failing to properly supervise the activities of Defendants Mills and Bull, each of whom assisted Shafer and the other Defendants in carrying out their unlawful and fraudulent schemes.

115. Defendant FSR Anthem breached its duty by hiring and/or failing to properly supervise Defendants Elliot and Johnson.

116. Defendant CGC owed a duty of care to the Plaintiffs.

117. Defendant CGC breached its duty by ignoring evidence that Shafer, Bristol and other Defendants were engaging in wrongful, fraudulent and unethical guardianship activities, and in failing to further investigate or withdraw its accreditation of Shafer, Bristol and other Defendants, thereby allowing these Defendants to continue depleting the Olvera Guardianship estate.

118. Specifically, CGC received evidence of Shafer and Bristol's wrongdoing in March, 2012, but failed to take any action to further investigate, suspend or revoke the certification of these Defendants notwithstanding the substantial evidence provided to it.

119. By failing or refusing to investigate, suspend or revoke the certification of Defendant Bristol in or shortly after March, 2012, and by waiting until January, 2014 to act upon the same or similar allegations and information, CGC's negligence facilitated Defendant Bristol's fraudulent activities in wrongfully depleting the Olvera Guardianship estate.

120. Had CGC followed its own investigative guidelines, and adhered to the Mission Statement and Purposes published by CGC, the damage caused to the Plaintiffs by Defendants Shafer, Bristol, PFSN and AVID after March, 2012 would not have occurred.

121. CGC's investigation and review of the evidence presented to it in March, 2012 by Ms. Schultz were negligent in their scope, in their procedure and in their result.

122. These breaches, by each Defendant listed in this cause of action, were the legal cause of Plaintiffs' injuries.

123. Plaintiffs suffered damages.

124. As a direct and proximate result of the Defendants conduct, Plaintiff is entitled to compensatory damages in an amount in excess of \$75,000.00 to be proven at trial.

125. Plaintiff has been compelled to secure the services of Boggess & Harker to prosecute this action and is entitled to recover costs and legal expenses including reasonable attorney's fees.

FIFTH CLAIM FOR RELIEF
(Negligent Performance of an Undertaking)
Against All Defendants Except CGC

126. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 125 above as if set forth in full herein.

127. Defendants PFSN and Shafer undertook, gratuitously or for consideration, to render services to Plaintiff which the Defendants should have recognized as necessary to the protection of Plaintiff or her things and/or property.

128. The Defendants failed to exercise reasonable care increased the risk of harm to the third person.

129. As a direct and proximate result of the Defendants conduct, Plaintiff is entitled to compensatory damages in an amount in excess of \$75,000.00 to be proven at trial.

130. Plaintiff has been compelled to secure the services of Boggess & Harker to prosecute this

1 action and is entitled to recover costs and legal expenses including reasonable attorney's fees.

2 **SIXTH CLAIM FOR RELIEF**

3 **(Unjust Enrichment)**

4 **Against all Defendants Except CGC, Wells Fargo, Mill and Bull**

5 131. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 130
6 above as if set forth in full herein.

7 132. As described herein, by charging fraudulent and/or exaggerated expenses to Plaintiff's
8 account, the Defendants unjustly retained the money and/or property of Plaintiff against
9 fundamental principles of justice or equity and good conscience.

10 133. As a direct and proximate result of the Defendants conduct, Plaintiff is entitled to
11 compensatory damages in an amount in excess of \$75,000.00 to be proven at trial.

12 134. Plaintiff has been compelled to secure the services of Boggess & Harker to prosecute this
13 action and is entitled to recover costs and legal expenses including reasonable attorney's fees.

14 **SEVENTH CLAIM FOR RELIEF**

15 **(Intentional Infliction of Emotional Distress)**

16 **Against Defendants Bristol, Shafer, Elliot and Johnson**

17 135. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 134
18 above as if set forth in full herein.

19 136. Defendants' conduct was extreme or outrageous with either the intention of, or reckless
20 disregard for causing emotional distress to Plaintiff.

21 137. Plaintiff suffered severe or extreme emotional distress as the actual or proximate result of
22 the defendant's conduct.

23 138. As a direct and proximate result of the Defendants conduct, Plaintiff is entitled to
24 compensatory damages in an amount in excess of \$75,000.00 to be proven at trial.

25 139. Plaintiff has been compelled to secure the services of Boggess & Harker to prosecute this
26 action and is entitled to recover costs and legal expenses including reasonable attorney's fees.

27 **EIGHT CLAIM FOR RELIEF**

28 **(Violation of NRS 41.1395)**

Against All Defendants Except CGC

140. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 139

1 above as if set forth in full herein.

2 141. Plaintiff, at all relevant times herein, was a "vulnerable person" within the meaning of
3 NRS 41.1395(e).

4 142. Plaintiff suffered a loss of money or property caused by exploitation of Shafer, Bristol
5 and Deittrick, as described herein within the meaning of NRS 41.1395.

6 143. In exploiting Plaintiff, Shafer, Bristol and Deittrick acted with recklessness, oppression,
7 fraud and/or malice.

8 144. As a direct and proximate result of the Defendants conduct, Plaintiff is entitled to
9 compensatory damages in an amount in excess of \$75,000.00 to be proven at trial.

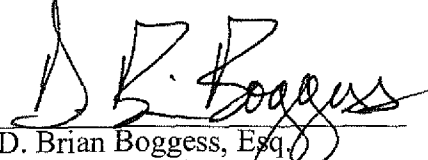
10 145. Plaintiff has been compelled to secure the services of Boggess & Harker to prosecute this
11 action and is entitled to recover costs and legal expenses including reasonable attorney's fees.

12 WHEREFORE, Plaintiff prays for judgment against the Defendants, as follows:

- 13 1. For general damages in an amount in excess of \$75,000.00;
- 14 2. Double damages against all defendants pursuant to NRS 41.1395;
- 15 3. Treble damages against all Defendants pursuant to Nevada and United States
16 Civil RICO statutes;
- 17 4. Cost of suit, prejudgment interest and attorney's fees and costs;
- 18 5. For compensatory damages in an amount in excess of \$75,000;
- 19 6. For punitive damages in an amount in excess of \$75,000.00; and
- 20 7. Such other and further relief as to the Court may appear just and equitable.

21 DATED this 20th day of May, 2015.

22 BOGGESS & HARKER

23
24 By: 
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26 Nevada Bar # 004537
27 5550 Painted Mirage Road 255
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Attorneys for Plaintiffs