

CIVIL COVER SHEET

A-14-700132-C

County, Nevada

XII

Case No. _____

(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone): Kristina Berger

Attorney (name/address/phone):

Michael A. Olsen, Esq., Goodsell & Olsen, LLP, 10155 W. Twain Ave., Ste. 100, Las Vegas, NV, 89147, (702) 869-6261

Defendant(s) (name/address/phone): PROFESSIONAL FIDUCIARY SERVICES OF NEVADA, Inc., address currently unknown/telephone number currently unknown

AViD BOOKKEEPING, address currently unknown/telephone number currently unknown

GUARDIANSHIP SOLUTIONS, INC, address currently unknown/telephone number currently unknown

AMY V. DEITTRICK, address currently unknown/telephone number currently unknown

PATIENCE M. BRISTOL, address currently unknown/telephone number currently unknown

JARED E. SHAFER, address currently unknown/telephone number currently unknown

Attorney (name/address/phone):

Unknown at this time

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

Arbitration Requested

Civil Cases

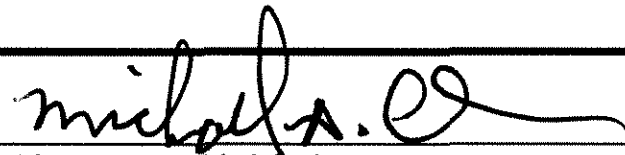
| Real Property | Torts | |
|---|---|---|
| <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning | <p style="text-align: center;">Negligence</p> <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input checked="" type="checkbox"/> Negligence – Other | <input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition |
| Probate | Other Civil Filing Types | |
| Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate | <input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal | <input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters |

III. Business Court Requested (Please check applicable category; *for Clark or Washoe Counties only.*)

- | | | |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

April 30, 2014

Date



Signature of initiating party or representative

CLERK OF THE COURT

COMP
MICHAEL A. OLSEN, ESQ.
Nevada Bar No. 6076
THOMAS R. GROVER, ESQ.
Nevada Bar No. 12387
GOODSELL & OLSEN, LLP
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Attorneys for Kristina Berger

**DISTRICT COURT
CLARK COUNTY, NEVADA**

KRISTINA BERGER, an individual,) Case No: A-14-700132-C
) Dept. No: XII
Plaintiff,)

vs.)

PLAINTIFF'S COMPLAINT

PROFESSIONAL FIDUCIARY SERVICES)
OF NEVADA, Inc, a Nevada corporation;)
AViD BOOKKEEPING, a Nevada sole)
proprietorship; GUARDIANSHIP)
SOLUTIONS, INC., a Nevada Corporation,)
AMY V. DEITTRICK, an individual; JARED)
E. SHAFER, an individual; PATIENCE M.)
BRISTOL, an individual; DOES I- X; and)
ROES I - X;)

JURY TRIAL DEMANDED
EXEMPT FROM ARBITRATION,
NAR 3(A), AMOUNT IN
CONTROVERSY EXCEEDS
\$50,000.00

Defendants.)

COMES NOW, Plaintiff, KRISTINA BERGER (hereinafter "Kristina"), an individual,
by and through her attorney of record, Michael A. Olsen, Esq., of GOODSSELL & OLSEN, LLP,
and asserts her Complaint against PROFESSIONAL FIDUCIARY SERVICES OF NEVADA,
INC. (hereinafter "PFSN"), GUARDIANSHIP SOLUTIONS, INC. (hereinafter ("GSI"), AViD
BOOKKEEPING (hereinafter "AViD"), AMY V. DEITTRICK (hereinafter "Amy"), JARED E.
SHAFER (hereinafter "Jared") and PATIENCE M. BRISTOL (hereafter "Patience") as follows:

GOODSELL & OLSEN
ATTORNEYS AT LAW
851 S. RAMPART BLVD., SUITE 200, LAS VEGAS, NV 89145
(702) 869-6261 TEL - (702) 869-8243 FAX

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JURISDICTION & PARTIES

1. Plaintiff, Kristina is a resident of Clark County, Nevada.

2. Defendant, PFSN is a Nevada corporation whose primary place of business is in Clark County, Nevada.

3. Defendant, AViD is a Nevada sole proprietorship whose primary place of business is in Clark County, Nevada.

4. Defendant, GSI, is a Nevada corporation whose primary place of business is Clark County, Nevada.

5. Defendant, Jared is an individual whose primary residence is in Clark County, Nevada.

6. Defendant, Amy is an individual whose primary residence is in Clark County, Nevada.

7. Defendant, Patience is an individual whose primary residence is in Clark County, Nevada.

8. That the true names and capacities, whether individual, corporate, associates, co-partnership, or otherwise of Defendants, DOES I through X, and ROE CORPORATIONS I through X, are unknown to Plaintiff who therefore sues said Defendants by such fictitious names.

Plaintiff is informed and believes and thereon alleges that each of the Defendants designated as DOES or ROE CORPORATIONS is responsible in some manner for the events and happenings referred to in this action and proximately caused damages to the Plaintiff as herein alleged.

Plaintiff will ask leave of this Honorable Court to amend this Complaint to insert the true names and capacities of said Defendants, and when the same have been ascertained, to join such Defendants in this action together with the proper charging allegations.

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2 **GENERAL FACTUAL ALLEGATIONS**

3 9. On or about August 20, 2008, the Family Court Division of the Clark County,
4 Nevada District Court issued General Letters of Guardianship (Temporary) to Patience in the
5 Matter of the Guardianship of the Person and Estate of KRISTINA BERGER, an adult ward (G
6 22364).

7 10. On or about September 10, 2008 the Family Court Division of the Clark County,
8 Nevada District Court appointed Patience as the permanent guardian of the person and estate of
9 Kristina.

10 11. Upon information and belief, on or about September 10, 2008 Patience was an
11 employee and/or agent of PFSN.

12 12. Patience acted as Guardian of Kristina as an agent and/or employee of PFSN from
13 September 24, 2008 to at least March 19, 2013.

14 13. Between approximately September 24, 2008 and approximately March 19, 2013,
15 PFSN billed and collected tens of thousands of dollars for services and reimbursements from the
16 Estate of Kristina Berger without court approval, accounting or oversight, in violation of NRS
17 159.183.

18 14. Between approximately September 24, 2008 and approximately March 19, 2013,
19 GSI billed and collected tens of thousands of dollars for services and reimbursements from the
20 Estate of Kristina Berger without court approval, accounting or oversight, in violation of NRS
21 159.183.

22 15. Upon information and belief, many of the reimbursements paid by the
23 Guardianship, Estate and/or Trust benefitting Kristina Berger to PFSN were for charges made to
24 the personal credit card(s) of Jared E. Shafer.
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16. Upon information and belief, the Guardianship was charged for expenses completely unrelated to Kristina's well being and care. For example, the Guardianship was charged for airfare to and from both Salt Lake City and San Antonio, trips which Kristina did not make.

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

18. Between approximately September 24, 2008 and approximately March 19, 2013, several law firms billed and collected tens of thousands of dollars for services and reimbursements from the Estate of Kristina Berger without court approval, accounting or oversight, in violation of NRS 159.183.

19. Between approximately July 30, 2008 and approximately March 19, 2013, AViD billed and collected tens of thousands of dollars from the Guardianship and Estate of Kristina Berger for simple book keeping services without court approval, accounting or oversight, in violation of NRS 159.183.

20. AViD charged the Guardianship Estate and/or Trust benefitting Kristina Berger outrageous amounts of as much as approximately \$40.00 per individual bill/invoice it paid on behalf of the Guardianship, for such services such as Southwest Gas for Kristina's residence.

21. AViD charged \$40-\$100, arbitrarily, per hour to pay recurring bills.

22. In fact, during the entire period of Kristina's Guardianship, including during the period in which Patience acted as an agent and/or employee of PFSN, not one single annual accounting was filed with the Court as required by NRS 159.176.

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2 23. During the summer of 2012, Jared E. Shafer, arranged for Kristina to go on a
3 cruise out of the country.

4 24. Kristina did not want to go on a cruise outside the country and told Jared as much.

5 25. Patience told Kristina that if she did not take the cruise, she would prevent
6 Kristina from receiving surgery that Kristina had scheduled.

7 26. In fact, while Kristina was in the prep-room for surgery, Patience, in person, told
8 Kristina that she was speaking with Jared on the phone and that if Kristina did not agree to go on
9 the cruise, Patience would cancel the surgery.

10 27. Prior to surgery, Patience told Kristina stories about the way other uncooperative
11 wards had been punished by Patience and Jared and that if Kristina did not cooperate and go on
12 the cruise, she would be subjected to similar treatment, such as commitment to a mental hospital
13 or other mental health facility.

14 28. Due to the pressure placed on her, Kristina said she would go on the cruise. Soon
15 thereafter Kristina was informed that she would be joined on the cruise by the close friend of
16 Jared E. Shafer, Doug Crosby, owner of Galaxy Cruises, the travel agent who booked the cruise.

17 29. Upon information and belief, Jared personally received benefit for booking
18 Kristina's Cruise.

19 30. When Jared brought passport paperwork to Kristina's residence, Jared told
20 Kristina that she must cooperate and that if she didn't she knew what happened to uncooperative
21 wards.

22 31. Jared told Kristina, who then traveled out of the country without a guardian, and
23 without court approval, to say nothing to customs or Transportation Safety Administration
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officers about the guardianship, and if asked, to lie about, and deny the existence of, the guardianship.

32. The cost of the cruise exceeded \$5,000.00 and was charged to Jared E. Shafer's personal credit card, presumably to accrue reward/bonus points for Jared E. Shafer personally, and later reimbursed from the Guardianship Estate of Kristina Berger to PFSN on behalf of Jared E. Shafer.

33. At the time of the cruise, there was approximately only \$45,000.00 left in the entire Guardianship Estate.

34. While on the cruise, Kristina was extremely uncomfortable with Doug Crosby and feared for her well-being and safety, causing her serious emotional turmoil.

35. Throughout the cruise, Kristina was completely on her own, without a guardian or other professional to accompany her.

36. Patience and Jared repeatedly used the threat of sending Kristina to a mental hospital as leverage to control Kristina and assets of the Guardianship for their personal benefit. These threats caused Kristina extraordinary stress, and made her feel trapped and helpless.

37. Upon information and belief, throughout 2012 and into 2013, while Patience was simultaneously acting as Guardian and the agent/employee of PFSN, Patience stole personal property and embezzled funds from the bank accounts of the Guardianship Estate of Kristina Berger, often through writing checks to herself under false pretenses, which funds were apparently spent by Patience in support of her gambling addiction or for other personal purposes.

38. In August 2012 Amy, acting as an agent and/or employee of PFSN, warned Patience to stop issuing checks to herself.

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2 39. On October 8, 2012 Amy Deittrick (amy@pfsn.com) sent an email to Patience
3 (patience@pfsn.com) as follows: "Please provide receipts for the attached checks made out to
4 you. Also, it would be preferable for you to not write checks to yourself. We need to figure
5 something else out."

6 40. On December 31, 2012 in an email to Patience (via Patience's pfsn.com email
7 account), copied to Jared, Amy asked Patience to "substantiate" a number of checks written from
8 the Guardianship bank account to Patience personally and to "please refrain from issuing any
9 checks to yourself from this point on unless absolutely necessary."

10 41. On or about January 11, 2013 Amy and/or Jared and/or PFSN and/or AViD
11 prepared an "Accounting" for the "Guardianship of Kristina Berger" (hereafter "January 2013
12 Accounting").

13 42. The January 2013 Accounting showed that over the course of the Guardianship
14 there had been \$495,228.08 in income to the Guardianship and \$456,795.61 in expenses, leaving
15 just \$34,599.47 in assets in the Guardianship as of January 11, 2013.

16 43. Of the \$34,599.47 in assets in the Guardianship as of January 11, 2013,
17 \$29,100.00 was attributed to the 2009 Honda, while just \$5,499.47 in cash was on hand.

18 44. The January 2013 Accounting includes the following notation: "Several attempts
19 have been made to obtain the receipts and backup to validate the transactions listed on the PMB
20 SUSPENSE exhibit. As of the date of this Accounting, this information has not been provided.
21 Consequently, these transactions remain uncategorized, and this accounting cannot be finalized.
22 Copies of the checks in question are attached."

23 45. The January 2013 Accounting has never been filed with the Court.
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2 46. Upon information and belief, on or about January 17, 2013 Patience's
3 employment with PFSN ended and Patience continued to act as Guardian independently.

4 47. On or about May 22, 2013 Kathleen Buchanan of the Clark County Public
5 Guardian's Office was appointed Temporary Guardian of the person and estate of KRISTINA
6 BERGER, an Adult Ward, and resident of the State of Nevada.

7 48. As of November 6, 2013, this Guardianship has been limited to a springing
8 guardianship, leaving Kristina free to act independently in this litigation.

9 49. In the period between September 10, 2008 and May 22, 2013 no accountings were
10 filed with the District Court as required by NRS 159.176, et. seq.

11 50. On or about October 7, 2013 Patience was arrested by the Las Vegas Metropolitan
12 Police Department for stealing from multiple individuals over whom she had been appointed as
13 guardian, including Kristina.

14 51. While Kristina's guardian, Patience stole approximately tens of thousands of
15 dollars worth of jewelry and other personal property from Kristina.

16 52. When Patience stole jewelry and other property from Kristina it is believed she
17 was an agent and/or employee of PFSN and/or Jared.

18 53. Upon information and belief, much of the jewelry stolen by Patience from
19 Kristina was pawned by Patience.

20 54. In March of 2013, Patience contacted Raymond, Kristina's father, and instructed
21 him to provide \$5,000.00 to Patience to support Kristina.

22 55. Raymond paid the \$5,000.00 to an account for Kristina's guardianship, however,
23 all of the \$5,000.00 was withdrawn and spent by Patience.
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2 56. Throughout Patience's tenure as guardian, Patience told Kristina that Suzanne and
3 Raymond did not care about her or love her and used other measures intended to limit Kristina's
4 interactions with her family.

5 57. Throughout Patience's tenure as guardian, Patience would steal Christmas and
6 birthday gifts from Kristina.

7 58. On or about November 25, 2008 Jared and/or PFSN, acting as a Guardian and
8 using Guardianship funds, purchased a vehicle, a 2009 Honda CRV (hereafter "2009 Honda").

9 59. Upon information and belief, the 2009 Honda was purchased for significantly
10 more than its actual market value at the time.

11 60. Kristina had no say as to what vehicle would be purchased, instead the decision to
12 was arbitrarily made by Jared.

13 **FIRST CLAIM FOR RELIEF**

14 **Conversion**

15 **Against Defendants Patience Bristol, PFSN & Jared E. Shafer**

16 61. Plaintiff hereby incorporates and realleges each of the preceding paragraphs as
17 though fully set forth herein.

18 62. Defendant, Patience, committed a distinct act of dominion wrongfully exerted
19 over Kristina Berger's property by embezzling monies from the Guardianship bank accounts and
20 by taking and selling Kristina's personal property.

21 63. These acts were in denial of, or inconsistent with, Kristina Berger's title or rights
22 therein.

23 64. These acts were in derogation, exclusion, or defiance of Kristina Berger's title or
24 rights in the personal property.
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65. At the time of the acts of conversion by Patience Bristol, Patience Bristol was an employee, agent, and/or servant of Defendants PFSN and Jared. Defendant Patience was acting within the course and scope of her employment with PFSN/Jared at the time of the acts of conversion which are the basis of this claim. As such, PFSN/Jared are responsible for the conduct of Defendant Patience under the doctrine of *respondeat superior* due to the master-servant relationship which existed at the time of the acts of conversion made the basis of this claim.

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

67. Plaintiff has been compelled to retain the services of Goodsell & Olsen, LLP to bring this action and as such is entitled to recover costs and legal expenses including reasonable attorney's fees.

SECOND CLAIM FOR RELIEF
(Breach of Fiduciary Duty)

Against Defendants Patience Bristol, PFSN, AViD, GSI, Jared E. Shafer & Amy Viettrick

68. Plaintiff hereby incorporates and realleges each of the preceding paragraphs as though fully set forth herein.

69. Plaintiff hereby incorporates and realleges each of the preceding paragraphs as though fully set forth herein.

70. Defendants owed a fiduciary duty to Plaintiff Kristina.

71. Defendant Patience Bristol breached that duty by taking money from the Guardianship accounts for her own personal use and without authority to do so.

72. Defendant Patience breached that duty by taking the property of Plaintiff Kristina and selling it to third parties, including pawnshops.

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2 73. Defendants AViD and Amy breached that duty by charging fraudulent and/or
3 excessive fees to the Guardianship, in violation of NRS 159.193.

4 74. Defendant PFSN and Jared breached that duty by charging fraudulent and/or
5 excessive fees to the Guardianship, in violation of NRS 159.193.

6 75. Defendant GSI breached that duty by charging fraudulent and/or excessive fees to
7 the Guardianship.

8 76. At the time of the above referenced breaches of fiduciary duty by Defendants
9 Patience, Jared and Amy, Patience and Amy were employees, agents, and/or servants of
10 Defendant PFSN. Defendants Patience, Jared and Amy were acting within the course and scope
11 of their employment with PFSN at the time of the acts of conversion which are the basis of this
12 claim. As such, PFSN is responsible for the conduct of Defendants Patience, Jared and Amy
13 under the doctrine of *respondeat superior* due to the master-servant relationship which existed at
14 the time of the breaches of fiduciary duty, described herein.

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

17 78. Plaintiff has been compelled to retain the services of Goodsell & Olsen, LLP to
18 bring this action and as such is entitled to recover costs and legal expenses including reasonable
19 attorney's fees.

20 **THIRD CLAIM FOR RELIEF**

21 **(Alter Ego)**

22 **Against Defendant Jared E. Shafer and Patience Bristol**

23 79. Plaintiff hereby incorporates and realleges each of the preceding paragraphs as
24 though fully set forth herein.
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2 80. Upon information and belief, Plaintiff Kristina believes that PFSN, Inc is
3 influenced and governed by Jared E. Shafer.

4 81. There is such unity of interest and ownership between Jared E. Shafer and
5 PFSNC, Inc. that one is inseparable from the other.

6 82. Adherence to the corporate fiction of a separate entity in PFSN would, under the
7 circumstances, sanction fraud or promote injustice.

8 83. Upon information and belief, Plaintiff Kristina believes that GSI is influenced and
9 governed by Patience M. Bristol.

10 84. There is such unity of interest and ownership between Patience M. Bristol and
11 GSI that one is inseparable from the other.

12 85. Adherence to the corporate fiction of a separate entity in GSI would, under the
13 circumstances, sanction fraud or promote injustice.

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

16 87. Plaintiff has been compelled to retain the services of Goodsell & Olsen, LLP to
17 bring this action and as such is entitled to recover costs and legal expenses including reasonable
18 attorney's fees.

19 **FOURTH CLAIM FOR RELIEF**
20 **(Negligent Hiring)**
Against Defendants Jared E. Shafer and PFSN

21 88. Plaintiff hereby incorporates and realleges each of the preceding paragraphs as
22 though fully set forth herein.

23 89. Defendants Jared and PFSN owed a duty of care to Plaintiff Kristina.
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90. The Defendants breached their duty by hiring Patience even though the Defendants knew or should have known, of Patience's dangerous propensities, specifically that Patience had declared Chapter 13 Bankruptcy in 2006, and, at the time she was appointed Guardian, was in the middle of a repayment plan.

91. Defendants were also aware or should have been aware of Patience's gambling addiction.

92. The breach was the legal cause of Kristina's injuries.

93. Kristina suffered damages.

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

95. Plaintiff has been compelled to retain the services of Goodsell & Olsen, LLP to bring this action and as such 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

96. Plaintiff hereby incorporates and realleges each of the preceding paragraphs as though fully set forth herein.

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

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

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

100. Plaintiff has been compelled to retain the services of Goodsell & Olsen, LLP to bring this action and as such is entitled to recover costs and legal expenses including reasonable attorney's fees.

SIXTH CLAIM FOR RELIEF
(Unjust Enrichment)
Against All Defendants

101. Plaintiff hereby incorporates and realleges each of the preceding paragraphs as though fully set forth herein.

102. As described herein, by converting Kristina's property and charging fraudulent and/or exaggerated expenses to here account, the Defendants unjustly retained the money and/or property of Kristina against fundamental principles of justice or equity and good conscience.

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

104. Plaintiff has been compelled to retain the services of Goodsell & Olsen, LLP to bring this action and as such is entitled to recover costs and legal expenses including reasonable attorney's fees.

SEVENTH CLAIM FOR RELIEF
(Intentional Infliction of Emotional Distress)
Against Defendants Patience Bristol & Jared E. Shafer

105. Plaintiff hereby incorporates and realleges each of the preceding paragraphs as though fully set forth herein.

106. Defendant Jared and Patience told Kristina that if they did not comply with their demands, they would have her sent to a mental institution.

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107. Defendant’s conduct was extreme or outrageous with either the intention of, or reckless disregard for causing emotional distress to Kristina.

108. Kristina suffered severe or extreme emotional distress as the actual or proximate result of the defendant’s conduct.

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

110. Plaintiff has been compelled to retain the services of Goodsell & Olsen, LLP to bring this action and as such is entitled to recover costs and legal expenses including reasonable attorney’s fees.

EIGHTH CLAIM FOR RELIEF
(Violation of NRS 41.1395)
Against All Defendants

111. Plaintiff hereby incorporates and realleges each of the preceding paragraphs as though fully set forth herein.

112. Kristina, at all relevant times herein, was a “vulnerable person” within the meaning of NRS 41.1395(e).

113. Kristina suffered a loss of money or property caused by exploitation of Jared, Patience & Amy, as described herein within the meaning of NRS 41.1395.

114. In exploiting Kristina, Jared, Patience & Amy acted with recklessness, oppression, fraud and/or malice.

115. As a direct and proximate result of the Defendants conduct, Plaintiff is entitled to double compensatory damages pursuant to NRS 41.1395(2) in an amount in excess of \$10,000.00 to be proven at trial.

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116. Plaintiff has been compelled to retain the services of Goodsell & Olsen, LLP to bring this action and as such is entitled to recover costs and legal expenses including reasonable attorney's fees pursuant to NRS 41.1395(2).

WHISEFORE, Plaintiff prays that judgment be entered against Defendant:

1. General and special damages against all Defendants in an amount in excess of \$10,000.00;
2. Double damages against all defendants pursuant to NRS 41.1395;
3. Cost of suit, prejudgment interest and attorney's fees and costs;
4. For compensatory and punitive damages; and,
5. For such other and further relief as is just and proper.

DATED this 1 day of MAY 2014.

GOODSELL & OLSEN, LLP.



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