

Clark County, Nevada

XIII

Case No. _____
(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone): Johnson Law Group PC and Anan Mark Eldredge

Defendant(s) (name/address/phone): Advanced Client Solutions; Ken Kestenbaum; Paul Constantinou

Attorney (name/address/phone): Joseph R. Ganley, Esq.
Hutchison & Steffen, LLC, 10080 W. Alta. Dr., Ste. 200, Las Vegas, NV 89145 (702) 385-2500

Attorney (name/address/phone):

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 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 checked="" 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

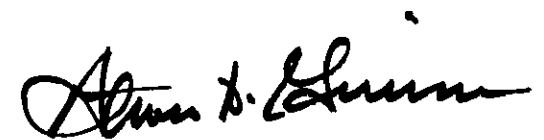
III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- | | | |
|---|--|--|
| <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 checked="" type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

3-23-10
Date

Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

COMPB

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Cami M. Perkins (9149)
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*Attorneys for plaintiffs Johnson Law Group, P.C.
and Anan Mark Eldredge*

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHNSON LAW GROUP, P.C., a)	Case No. A - 1 0 - 6 1 2 4 4 7 - B
Nevada professional corporation; ANAN)	Dept No. X I I I
MARK ELDREDGE, an individual)	
)	
Plaintiffs,)	
)	COMPLAINT
vs.)	
)	Jury Trial Demanded
ADVANCED CLIENT SOLUTIONS,)	
LLC, a Nevada limited liability company;)	Exempt from Arbitration: Action Seeking
KENNETH KESTENBAUM, an)	Injunctive Relief
individual; PAUL CONSTANTINOU, an)	
individual; DOES I through X, inclusive;)	
and ROES I through X, inclusive)	
)	
Defendants.)	
)	

Plaintiffs Johnson Law Group, P.C. ("JLG") and Anan Mark Eldredge ("Eldredge")
allege against defendants Advanced Client Solutions, LLC ("ACS"), Kenneth Kestenbaum
("Kestenbaum"), and Paul Constantinou ("Constantinou") as follows.

JURISDICTIONAL STATEMENT

1. JLG, at all times relevant herein, was a Nevada professional corporation duly
authorized and existing under the laws of the State of Nevada, with its principal place of

1 business in Clark County, Nevada.

2 2. Eldredge, an individual, at all times relevant herein, was a resident of Clark
3 County, Nevada. Eldredge owns ninety-nine percent (99%) of JLG.

4 3. ACS, at all times relevant herein, was a Nevada limited liability company duly
5 authorized and existing under the laws of the State of Nevada, with its principal place of
6 business in Clark County, Nevada.

7 4. Kestenbaum, an individual, at all times relevant herein, was a resident of Clark
8 County, Nevada. Kestenbaum owns seventy-seven percent (77%) of ACS.

9 5. Constantinou, an individual, at all times relevant herein, was a resident of Clark
10 County, Nevada. Constantinou owns twenty-three percent (23%) of ACS.

11 6. The true names and character of DOES I through X, inclusive, and ROE
12 CORPORATIONS I through X, inclusive, whether individual, corporate, associate or
13 otherwise, are unknown to plaintiffs, who therefore sue said defendants by such fictitious
14 names; plaintiffs are informed and believe and therefore allege that each of the defendants
15 designated as DOES I through X, and ROE CORPORATIONS I through X, are responsible in
16 some manner for the events and happenings referred to herein, and plaintiffs will ask leave of
17 this Court to amend this complaint to insert the true names and characters of DOES I through
18 X, and/or ROE CORPORATIONS I through X, when the same have been ascertained, and to
19 join such defendants in this action.

24 RELEVANT FACTS

25 7. Eldredge is an attorney who was admitted to practice in the State of Nevada in
26 May, 2006. After being admitted, Eldredge was employed by the Johnson Law Group, a
27 California professional corporation qualified to conduct business in the state of Nevada ("JLG
28

1 California"). JLG California was owned by two veteran California attorneys, Douglas Crowder
2 ("Crowder") and William Johnson ("Johnson"), as to ninety-nine percent (99%) together, and
3 one Florida attorney, Bertran Bosman ("Bosman"), as to one percent (1%).
4

5 8. JLG California was a debt relief law firm that provided debt settlement and debt
6 management services (the "Legal Services"). Although incorporated in California, JLG
7 California's offices were located in Las Vegas, Nevada. Defendant Kestenbaum, via ACS,
8 functioned as JLG California's firm administrator.
9

10 9. From the time Eldredge commenced employment with JLG California in 2006,
11 JLG California appeared to be growing and have potential to become highly successful.

12 10. In August of 2007, Crowder and Johnson sold Eldredge a twenty-five percent
13 (25%) ownership stake in JLG California.
14

15 11. Weeks thereafter, Crowder and Johnson informed Eldredge that they were
16 leaving JLG California. Eldredge later learned the reason for their departure was an inability to
17 work with defendant Kestenbaum. Eldredge succeeded to the remainder of Crowder's and
18 Johnson's seventy-four percent (74%) interest in JLG California, thereby making Eldredge the
19 owner of ninety-nine percent (99%) and Bosman the owner of one percent (1%) of JLG
20 California.
21

22 12. In December of 2009, JLG California merged with JLG, a newly formed entity
23 for purposes of the merger, thereby dissolving JLG California. With the merger, JLG replaced
24 JLG California in any agreements JLG California had entered prior to the merger.
25

26 13. After Eldredge became a ninety-nine percent (99%) owner of JLG California
27 (now JLG), he became aware of a "Services Agreement" JLG California had entered with ACS
28 in October of 2006 (the "Services Agreement"). A true and correct copy of the Services

1 Agreement is attached as exhibit 1. The Services Agreement purportedly allows ACS to handle
2 the administrative functions of JLG. For the first time, Eldredge became aware that
3 Kestenbaum, via ACS, was not simply the firm administrator, but controlled JLG's
4 administrative and non-attorney personnel, among other things.
5

6 14. Under the Services Agreement, ACS would provide JLG with "the necessary
7 support to manage the business aspects" of providing debt settlement services, including
8 providing "facilities, furniture, fixtures, equipment, non-professional personnel, clerical and
9 billing services, collection claims pursuit and general administrative services."
10

11 15. ACS's specific duties under the Services Agreement included:

- 12 (a) providing non-legal administrative support staff;
- 13 (b) developing administrative policies for the overall operation of JLG;
- 14 (c) consulting with and keeping JLG informed as to policy matters and other major
15 decisions affecting legal services, including assistance in resolving complaints,
16 grievances and disputes concerning the Legal Services provided to clients and/or
17 third parties;
- 18 (d) providing JLG with a law firm facility or facilities (the "Law Firm Facility") and
19 entering into the necessary lease for the Law Firm Facility;
- 20 (e) paying all rent and other amounts due under any lease and paying for the Law
21 Firm Facility's equipment, telephone, electric, gas and water utility expenses,
22 and all other costs and expenses incurred at the Law Firm Facility;
- 23 (f) providing JLG with all equipment reasonable and customary for JLG's
24 operation;
- 25 (g) recruiting, hiring, and supervising an office administrator and other non-
26 professional personnel reasonably necessary for the efficient operation of the
27 Law Firm Facility, including technical personnel, receptionists, marketing
28 personnel, and janitorial and maintenance personnel;
- (h) arranging for payroll service to pay all compensation due employees and
independent contractors;

- 1 (i) providing JLG with a method of bookkeeping;
- 2 (j) providing JLG with a collection report every two weeks specifying: (i) total
3 gross billing for the preceding two weeks; (ii) total gross receipts for the
4 preceding two weeks; and (iii) an accounts receivable aging schedule indicating
5 accounts receivable agings for 30, 60, 90 and over 120 days;
- 6 (k) providing JLG with financial statements for its operations and data necessary for
7 JLG's preparation of its federal or state income tax returns;
- 8 (l) ordering and purchasing all office and related supplies required in the day-to-day
9 operations of the Law Firm Facility and furnishing or obtaining business cards,
10 stationary, forms, telephones and postal services;
- 11 (m) billing for all services rendered by JLG and serving as billing and collection
12 agent; and
- 13 (n) depositing all monies representing earned fees or non-refundable retainers
14 received by JLG into JLG's operating account, and all monies representing
15 unearned fees or funds to be paid to other parties received on behalf of JLG into
16 JLG's trust account.

17 16. ACS is not a law firm; Kestenbaum and Constantinou are not attorneys.

18 Nonetheless, the Services Agreement gives ACS and its owners unfettered control over JLG's
19 operations and finances.

20 17. The Services Agreement states that ACS "[s]hall have full, exclusive and
21 complete authority and discretion in the administration and control of the non-legal
22 administrative support staff."

23 18. The Services Agreement also allows ACS to maintain operational and trust
24 checking accounts in JLG's name, and states that ACS "shall be a signatory on both accounts,
25 with the right to make deposits and withdrawals to and from the accounts." It further expressly
26 authorizes ACS to disburse from JLG's operating account ACS's "compensations and all other
27 costs, expenses and disbursements which are required or authorized" by the Services
28 Agreement.

1 19. The Services Agreement outlines a complicated compensation formula for ACS
2 defined as the “Administration Fee.” The Administration Fee is a monthly sum of \$500,000.00,
3 less the “Company Holdback,” as defined in the Services Agreement.
4

5 20. Per the Services Agreement, each calendar quarter, ACS must calculate JLG’s
6 profit for the quarter based on the formula set forth therein, and ACS will pay JLG “a rebate”
7 from a portion of the Administration Fee equal to twenty-five percent (25%) of JLG’s profits
8 for each quarter. In other words, ACS, a non-lawyer, takes every penny JLG earns, and, if JLG
9 makes a profit as determined by ACS, ACS “rebates” JLG twenty-five percent (25%) of that
10 amount quarterly.
11

12 21. The Services Agreement was drafted by lawyers. It provides:

13 [ACS] shall not interfere with the exercise by the Professional (attorneys) of their
14 professional judgment, nor shall [ACS] interfere with, control, direct or supervise
15 any Professional (attorneys) or any individual whom any Professional may employ
16 or contract with in connection with the care and treatment of [JLG’s] clients. [ACS]
17 shall have no authority whatsoever with respect to such activities, and shall have
18 no authority whatsoever with respect to the establishment of fees for the rendition
19 of such services.

20 22. Despite this ostensible limiting language, ACS and its owners exercise absolute
21 power over JLG and Eldredge. Defendants have free reign over JLG’s bank accounts, including
22 JLG’s operating and client trust accounts.

23 23. On information and belief, defendant Constantinou is a felon for, *inter alia*,
24 grand larceny, enterprise corruption, and criminal possession of stolen property. Both
25 Kestenbaum and Constantinou are signers on virtually all JLG accounts.

26 24. ACS controls the receipt of payments from JLG clients and any other sources,
27 and ACS controls payments to all vendors. ACS also controls payment from JLG to ACS. At
28

1 defendant Kestenbaum's and Constantinou's direction, ACS routinely transfers sums up to
2 \$75,000.00 from JLG's operating account to its own account.

3 25. Each month, regardless of the income JLG receives in its operating account,
4 ACS transfers that amount to its own account.

5 26. Plaintiffs have demanded an accounting from defendants in excess of fifty (50)
6 times. Defendants have refused and continue to refuse plaintiffs' demands.

7 27. Defendants' alleged justification for routinely draining the JLG operating
8 account is their alleged entitlement to an Administration Fee under the Services Agreement.

9 28. Defendants Kestenbaum, Constantinou, and their friends' lavish lifestyles are
10 all supported under the guise of "company expenses," all of which ACS directly withdraws
11 from JLG at Kestenbaum's or Constantinou's discretion. Although ACS must "rebate"
12 twenty-five percent (25%) of JLG's profits each quarter to JLG, it never does so because JLG
13 never has a profit. JLG never has a profit because defendants charge every trip, travel expense,
14 food expense, lodging expense, and other lavish purchases directly to JLG. JLG has no ability
15 to see the detail of these expenses because ACS simply pilfers all funds directly from JLG's
16 accounts.

17 29. Despite plaintiffs' belief that payment of the Administration Fee as structured is
18 prohibited by the ethical rules, plaintiffs have been unable to stop defendants from withdrawing
19 funds in defendants' sole and absolute discretion.

20 30. In late 2008, defendant Kestenbaum informed plaintiff Eldredge that the JLG
21 trust account was deficient by \$185,000.00. Kestenbaum admitted that he and his co-
22 defendants failed to transfer client payments from JLG's operating account to JLG's trust
23

1 account as they were contractually obligated to do. Instead, ACS kept the money and spent it,
2 resulting in the \$185,000.00 deficiency.

3 31. Plaintiffs demanded that ACS immediately cure the deficiency, and cease taking
4 disbursements above what was essential to operate ACS and JLG until the trust account was
5 replenished.

6 32. Defendants refused plaintiffs' demands, and have continued to pillage JLG's
7 operating account. Defendants have also otherwise utilized unscrupulous accounting methods
8 to attempt to conceal the deficient funds.

9 33. The individual defendants threatened Eldredge with physical harm unless
10 plaintiffs agreed to sign certain documents or take certain actions.

11 34. Defendant Kestenbaum consistently threatens to close the Law Office Facility if
12 plaintiffs do not capitulate to his demands. Because plaintiffs would not acquiesce to certain
13 demands, defendants have closed the Law Office Facility multiple times in the past, to the great
14 detriment of plaintiffs and plaintiffs' clients.

15 35. Defendants' closing of the Law Office Facility rendered plaintiffs helpless to
16 assist clients because defendants control JLG's database of clients, all technology including e-
17 mail and phones, and the Law Office Facility.

18 36. Defendant Kestenbaum has threatened to reduce Eldredge's salary,
19 notwithstanding consistently increasing his own and Constantinou's salaries to a combined total
20 exceeding \$36,000.00 per month.

21 37. Despite ACS's duty to provide non-legal administrative support staff under the
22 Services Agreement, defendants have reduced the number of employees available to service
23 JLG as necessary for JLG to function. Defendants refuse to hire additional employees.

1 38. Despite ACS's duty to consult with and keep JLG informed as to policy matters
2 and other major decisions affecting the legal services, including assistance in resolving
3 complaints, grievances, and disputes concerning the legal services provided to clients and/or
4 third parties, defendants do not consult with and keep JLG informed, instead unilaterally
5 making such major decisions without plaintiffs' knowledge.
6

7 39. Despite ACS's duty to provide JLG with a Law Office Facility and equipment
8 customary for JLG's operation, defendants unilaterally revoke JLG's access to the Law Office
9 Facility and equipment at their whim if plaintiffs do not succumb to defendants' demands, no
10 matter how outrageous those demands are.
11

12 40. Despite ACS's duty to provide JLG with specific financial information,
13 defendants refuse to do so after innumerable requests.
14

15 41. Despite ACS's duty to deposit monies accordingly into JLG's operating and
16 client trust accounts, defendants failed to do so and misappropriated \$185,000.00 from JLG's
17 trust account, without justification. Defendants have failed to replenish the client trust accounts
18 after their misappropriation, and have instead attempted to conceal their theft.
19

20 **FIRST CAUSE OF ACTION**
 (Preliminary and Permanent Injunctive Relief)

21 42. Plaintiffs hereby reallege and incorporate by reference each and every allegation
22 set forth above.
23

24 43. Plaintiffs enjoy a likelihood of succeeding on the merits of their claims against
25 defendants.
26

27 44. The conduct and activities of defendants as described herein, if allowed to
28 continue, will result in immediate and irreparable harm to plaintiffs.

1 45. The conduct and activities undertaken by defendants have been ongoing and
2 there is no adequate remedy at law to compensate plaintiffs or to preclude defendants from
3 their continuing course of illicit actions to the detriment of plaintiffs.
4

5 46. Plaintiffs are entitled to temporary, preliminary, and permanent injunctive relief
6 prohibiting and restraining defendants, and each of them, or those acting under their
7 control, direction or authority, or their entities or other entities which may be created by the
8 defendants, from:

- 9
- 10 (i) removing, withdrawing, transferring, or handling in any way for
 any purpose funds from any JLG bank account;
 - 11 (ii) removing, withdrawing, transferring, or handling in any way or for any purpose
12 funds from any ACS bank account;
 - 13 (iii) selling, transferring, assigning, expending, disposing of,
14 cancelling, terminating, destroying, removing, or using in any
15 way any JLG asset, including without limitation, JLG funds,
16 leases, contracts, investment accounts of any kind, real property,
17 client files, client databases, client lists, employees, independent
 contractors, personnel, equipment, computer files of any kind,
 and/or personal property of any kind;
 - 18 (iv) selling, transferring, assigning, expending, disposing of,
19 cancelling, terminating, destroying, removing, or using in any
20 way any ACS asset, including without limitation, ACS funds,
21 leases, contracts, investment accounts of any kind, real property,
22 client files, client databases, client lists, employees, independent
 contractors, personnel, equipment, computer files of any kind,
 and/or personal property of any kind;
 - 23 (v) interfering in any way with the operation of JLG's law practice
24 including, without limitation, JLG's ability to: (a) occupy and use
25 the premises located at 1050 Indigo Drive, Suites 110 and 120,
26 Las Vegas, Nevada 89145 (the "Premises"); (b) use ACS's
27 administrative staff and all equipment, supplies, and property
28 located at the Premises; (c) use all services and personnel
 currently utilized to maintain the Premises; (d) use all vendors
 and personnel currently utilized to operate JLG's law practice
 outside of ACS including, but not limited to, accounting, payroll

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and information technology service vendors; (e) communicate with its marketing partners and of-counsel attorneys; (f) communicate with and service its clients; and (g) perform its functions as a law firm; and

(vi) having any contact of any kind through any means for any purpose with JLG's clients, employees, of-counsel attorneys, and marketing partners.

47. Plaintiffs have been required to engage the services of counsel to prosecute this action and on that basis are entitled to an award of attorneys' fees and costs of suit herein.

SECOND CAUSE OF ACTION
(Appointment of Receiver over ACS)

48. Plaintiffs hereby reallege and incorporate by reference each and every allegation set forth above.

49. Based on the defendants' conduct, plaintiffs are entitled to an immediate appointment of a master or receiver pursuant to NRCP 53 and related statutory authority to take action to oversee and manage ACS in all respects.

50. Plaintiffs have been required to engage the services of counsel to prosecute this action and on that basis are entitled to an award of attorneys' fees and costs of suit herein.

THIRD CAUSE OF ACTION
(Accounting)

51. Plaintiffs hereby reallege and incorporate by reference each and every allegation set forth above.

52. Defendants have maintained and retained all of their corporate and business books and records relating to the events described herein without providing a full and complete general ledger, accounting, reconciliation and/or audit to plaintiffs.

53. Plaintiffs are entitled to a full and complete accounting by defendants regarding all assets, revenues, and expenses of defendants pertaining to the events herein

1 described.

2 54. Plaintiffs have been required to engage the services of counsel to prosecute this
3 action and on that basis are entitled to an award of attorneys' fees and costs of suit herein.
4

5 **FOURTH CAUSE OF ACTION**
6 (Breach of Contract)

7 55. Plaintiffs hereby reallege and incorporate by reference each and every allegation
8 set forth above.

9 56. Plaintiff JLG and defendant ACS entered an agreement, the terms of which were
10 contained in the Services Agreement and to which the parties intended to be bound.

11 57. The Services Agreement was made for valuable consideration and is
12 enforceable, unless deemed contrary to public policy.

13 58. Plaintiff JLG performed its duties under the Services Agreement completely and
14 fully at all times.

15 59. Defendants breached the Agreement by, *inter alia*, reducing the number of
16 employees available to service JLG as necessary for JLG to function, refusing to hire additional
17 employees, consulting with and keeping JLG informed as to policy matters and other major
18 decisions, unilaterally revoking JLG's access to the Law Office Facility, refusing to provide
19 JLG with specific financial information, and misappropriating JLG funds, and misappropriating
20 at least \$185,000.00 from JLG's trust account.
21

22 **FIFTH CAUSE OF ACTION**
23 (Declaratory Relief)

24 60. Plaintiffs hereby reallege and incorporate by reference each and every allegation
25 set forth above.
26
27
28

1 61. Plaintiff JLG and defendant ACS entered into the Services Agreement, however,
2 JLG's payment of the Administration Fee to ACS under the Services Agreement constitutes fee-
3 sharing with a non-lawyer and is not permitted under the ethical rules.
4

5 62. There is a justiciable controversy between plaintiffs and defendants as to the
6 enforceability of the Services Agreement necessitating declaratory relief by the Court.

7 63. Plaintiffs request that the Court declare the Services Agreement unenforceable and
8 void as against public policy.

9 WHEREFORE, plaintiffs pray for judgment against defendants, and each of them,
10 jointly and severally as follows:
11

- 12 (1) For temporary, preliminary, and permanent injunctive relief;
- 13 (2) For appointment of a receiver;
- 14 (3) For a full and complete accounting;
- 15 (4) For general damages in excess of \$10,000;
- 16 (5) For punitive damages in excess of \$10,000;
- 17 (6) For reasonable attorneys' fees;
- 18 (7) For costs of suit;
- 19 (8) For declaratory relief; and

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HUTCHISON & STEFFEN

A PROFESSIONAL LLC

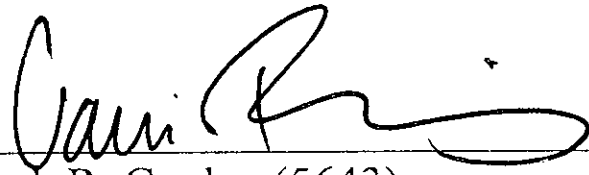
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(9) For such other and further relief as the Court deems just and proper.

DATED this 23rd day of March, 2010.

HUTCHISON & STEFFEN, LLC



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