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9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 **LEW RACING, INC., a Nevada
12 Corporation; PAUL LEW, an individual;
13 and LEE VACCARO, an individual,**

14 **Plaintiffs,**

15 **vs.**

16 **EDGE COMPOSITES, LLC, a Utah
17 Corporation Doing Business in Nevada;
18 JASON SCHIERS, an individual; and
19 JOHN DOES 1 THROUGH 20; JANE
20 DOES 21 THROUGH 40, AND ROE
21 ENTITIES 41 THROUGH 60,**

22 **Defendants.**

23 **CASE NO.:**

24 **DEPT. NO.:**

25 **COMPLAINT**

26 **CLAIMED EXEMPTION FROM
27 ARBITRATION:**

- 28 **DAMAGES EXCEED \$50,000 PER
PLAINTIFF**
 EQUITABLE RELIEF IS SOUGHT

PLAINTIFFS, PAUL LEW, LEW RACING, INC., AND LEE VACCARO, by and through their attorney, Jeffrey J. Whitehead, Esq., of Whitehead Law Offices, as and for their Complaint against the DEFENDANTS named herein, hereby allege and aver as follows:

JURISDICTIONAL ALLEGATIONS

1. At all times pertinent to the facts alleged herein, EDGE COMPOSITES, LLC is and was a Utah corporation doing business in Nevada.
2. At material times alleged herein, JASON SCHIERS was an individual residing and

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working in the County of Clark, State of Nevada, and employed by the PLAINTIFF herein, though upon information and belief JASON SCHIERS is presently residing in the State of Utah, and employed by DEFENDANT EDGE COMPOSITES, LLC.

3. At all times pertinent to the facts alleged herein, PLAINTIFF LEW RACING, INC., was and is a Nevada Corporation with its principal place of business in the County of Clark, State of Nevada.

4. At all times pertinent to the facts alleged herein, PLAINTIFF PAUL LEW was and is an individual residing in the County of Clark, State of Nevada.

5. At all times pertinent to the facts alleged herein, PLAINTIFF LEE VACARRO was and is an individual residing in the County of Clark, State of Nevada.

6. The true names, capacities, or involvement, whether individual, corporate, governmental or associate, of the DEFENDANTS named herein as JOHN DOES 1-20, JANE DOES 21 THROUGH 40, and ROE ENTITIES 41 THROUGH 60 (hereinafter collectively referred to as DOE DEFENDANTS) are unknown to PLAINTIFF who therefore sues said DOE DEFENDANTS by such fictitious names. PLAINTIFF prays for leave to amend this Complaint to show the true names and capacities when the same have been finally determined. PLAINTIFF is informed and believes, and upon information and belief alleges, that each of the DOE DEFENDANTS is an unlawful recipient of wrongfully appropriated trade secrets, including THE SECRET PROCESS (as hereinafter defined), and/or has negligently, recklessly, or knowingly and unlawfully spread, communicated, taught, or otherwise proliferated the wrongfully appropriated trade secrets,

1 including THE SECRET PROCESS, and negligently or otherwise caused injury
2 and damages proximately to PLAINTIFFS, as hereinafter alleged.

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4 **GENERAL ALLEGATIONS**

5 7. PLAINTIFFS re-assert and re-allege each and all of the foregoing allegations as if
6 each and all of them were fully rewritten herein.

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8 8. PLAINTIFF LEW RACING, INC., is in the business of manufacturing and
9 distributing cutting edge technology bicycle components, including wheels and
10 frame tubing, made from extremely strong and extremely lightweight carbon
11 fiber materials (hereinafter, THE SUPER CARBON COMPONENTS). These
12 SUPER CARBON COMPONENTS are marketed to the bicycle racing
13 community.

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15 9. PLAINTIFF PAUL LEW is President of LEW RACING, INC. and invented and
16 developed the secret process for using carbon fiber material to fabricate these
17 SUPER CARBON COMPONENTS (hereinafter, THE SECRET PROCESS).

18 10. While THE SECRET PROCESS results in advanced materials characteristics
19 which provide a competitive edge in bicycle racing, THE SECRET PROCESS
20 also results in characteristics which go beyond the realm of bicycle racing. In
21 particular, THE SECRET PROCESS results in a characteristic known within the
22 military/defense community as the “low observable” phenomenon, commonly
23 also referred to as “stealth.”

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25 11. Due to the “low observable” aspect of the technology invented and developed by
26 PAUL LEW, unauthorized and/or uncontrolled proliferation of THE SECRET
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1 PROCESS represents a threat to national and global security, as THE SECRET
2 PROCESS could be applied to the manufacture of “low observable” or “stealth”
3 missiles.¹ Accordingly, THE SECRET PROCESS is considered to be a national
4 asset by the United States Government, which imposes strict controls on the
5 technology, including restrictions on who may purchase certain products made
6 using THE SECRET PROCESS.
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8 12. PAUL LEW initially invented and developed THE SECRET PROCESS while
9 owning and operating a company called LEW COMPOSITES, INC.

10 13. PLAINTIFF LEE VACCARO is an investor in LEW RACING, INC. whose
11 investment stands to succeed or fail depending on whether the secrecy of THE
12 SECRET PROCESS is maintained.
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14 14. DEFENDANT JASON SCHIERS is a former employee of LEW COMPOSITES
15 INC. and had knowledge of and received training in THE SECRET PROCESS
16 while he was employed by LEW COMPOSITES, INC.
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18 15. Beginning in 2001, a rift developed between PAUL LEW on the one hand, and
19 certain other investors in LEW COMPOSITES, INC. on the other hand. As part
20 of the settlement agreement, the other investors in LEW COMPOSITES took the
21 physical assets of the corporation and both PAUL LEW and LEW COMPOSITES
22 were licensed to use THE SECRET PROCESS.
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24 16. PAUL LEW went on to refine and further develop THE SECRET PROCESS
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26 ¹LEW RACING, Inc.’s sister corporation, LEW AEROSPACE, Inc, uses the same SECRET
27 PROCESS to fabricate low observable drone aircraft, some of which are presently owned and
operated by the United States Government.

1 which he invented, and formed a new company, called LEW RACING, INC.,
2 which he now owns, and which is engaged in the manufacture and distribution of
3 SUPER CARBON COMPONENTS using a refined and developed version of
4 THE SECRET PROCESS.
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6 17. At all times pertinent to this litigation, both LEW COMPOSITES, INC. and LEW
7 RACING, INC. took extraordinary measures to keep THE SECRET PROCESS
8 secret. For example, all workers and visitors exposed to THE SECRET
9 PROCESS were required to sign non-disclosure agreements. THE SECRET
10 PROCESS was only performed in locked and a windowless work space. Certain
11 formulas and descriptions of processes involved in THE SECRET PROCESS
12 were kept in a locked vault.
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14 18. During his employment with LEW COMPOSITES, JASON SCHIERS signed a
15 non-disclosure agreement as a condition of his continued employment whereby he
16 agreed not to disclose THE SECRET PROCESS to anyone, even after the
17 termination of his employment.
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19 19. At no time was JASON SCHIERS licensed or authorized to use, teach,
20 disseminate or disclose THE SECRET PROCESS to anyone.

21 20. Upon information and belief, JASON SCHIERS now owns and/or is an employee
22 of EDGE COMPOSITES, LLC
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24 21. Upon information and belief, JASON SCHIERS has taught, disseminated,
25 disclosed, transferred and communicated THE SECRET PROCESS to EDGE
26 COMPOSITES, LLC and its employees.
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- 22. EDGE COMPOSITES, LLC is using THE SECRET PROCESS in the manufacture of SUPER CARBON COMPONENTS which compete in the marketplace with those now made by LEW RACING, INC.
- 23. It is extremely unlikely, if not impossible, that EDGE COMPOSITES, LLC could have independently invented or developed its own version of THE SECRET PROCESS or otherwise produced SUPER CARBON COMPONENTS such as it has in the absence of unlawful and wrongful dissemination or proliferation of THE SECRET PROCESS by JASON SCHIERS. Furthermore, the association of JASON SCHIERS with EDGE COMPOSITES, LLC, makes it even more unlikely, and probably impossible, that EDGE COMPOSITES, LLC developed or invented its own version of THE SECRET PROCESS in the absence of wrongful dissemination, communication or proliferation on the part of JASON SCHIERS.

COUNT ONE:

MISAPPROPRIATION AND THEFT OF TRADE SECRETS

- 24. PLAINTIFFS re-assert and re-allege each and all of the foregoing allegations as if each and all of them were fully rewritten herein.
- 25. THE SECRET PROCESS is a valuable trade secret.
- 26. JASON SCHIERS and EDGE COMPOSITES, LLC have misappropriated THE SECRET PROCESS through use and disclosure of THE SECRET PROCESS.
- 27. The aforesaid misappropriation is wrongful because it was made in breach of an express non-disclosure agreement by JASON SCHIERS, who had a duty not to disclose THE SECRET PROCESS.

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28. As a direct and proximate result of the DEFENDANTS' MISAPPROPRIATION OF TRADE SECRETS, PLAINTIFFS, and each of them, have been damaged in an amount in excess of \$50,000.00, the precise amount of which will be more fully set forth at the trial of the within matter.

29. As a further direct and proximate result of the DEFENDANTS' MISAPPROPRIATION OF TRADE SECRETS, it has been necessary for the PLAINTIFFS to retain the services of Jeffrey J. Whitehead, Esq., of Whitehead Law Offices, to represent their interests herein.

COUNT TWO:

TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE

30. PLAINTIFFS re-assert and re-allege each and all of the foregoing allegations as if each and all of them were fully rewritten herein.

31. PLAINTIFF LEW RACING, INC. has and at all times pertinent to this Complaint had business relationships with a number of commercial resellers in the United States as well as a many overseas distributors. These resellers and distributors are public information, listed on the LEW RACING web page.

32. As a result of these business relationships, Lew Racing had a reasonable expectation of economic gain.

33. The DEFENDANTS have systematically approached, and continue to systematically approach those resellers and distributors with whom LEW RACING has formed business relationships, attempting to harm those relationships and steal market share from LEW RACING (hereinafter, THE

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SYSTEMATIC CONDUCT). This SYSTEMATIC CONDUCT has had an adverse effect on the aforesaid relationships.

34. The DEFENDANTS intended to cause the destruction of or harm to the aforesaid business relationships by way of the SYSTEMATIC CONDUCT.

35. As a direct and proximate result of the SYSTEMATIC CONDUCT, LEW RACING has suffered the destruction of or harm to its aforesaid business relationships.

36. As a direct and proximate result of the SYSTEMATIC CONDUCT, PLAINTIFFS and each of them have suffered damages and losses in excess of \$50,000 per plaintiff, the precise amount of which will be more fully set forth at the trial of the within matter.

37. As a further direct and proximate result of the SYSTEMATIC CONDUCT, it has been necessary for the PLAINTIFFS to retain the services of Jeffrey J. Whitehead, Esq., of Whitehead Law Offices, to represent their interests herein.

COUNT THREE:

FRAUD

38. PLAINTIFFS re-assert and re-allege each and all of the foregoing allegations as if each and all of them were fully rewritten herein.

39. When JASON SCHIERS executed his non-disclosure agreement with LEW COMPOSITES, INC. he made a material representation regarding his intention never to disclose to anyone or to himself make use of the information that was about to be disclosed to him, and that representation regarding his state of mind

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concerned a matter of fact which was material to the resulting disclosure and continued employment of JASON SCHIERS.

40. The above-referenced material representation of JASON SCHIERS was in fact made falsely with the intent to induce reliance on the part of LEW COMPOSITES, INC.

41. LEW COMPOSITES, INC. had a right to rely on the representation regarding JASON SCHIERS' purported state of mind because JASON SCHIERS was an employee and agent of LEW COMPOSITES, INC. and owed LEW COMPOSITES, INC. a fiduciary duty, and because JASON SCHIERS was in a position of greater knowledge than LEW COMPOSITES, INC. as to the actual condition of his mind at the time the representation was made.

42. LEW COMPOSITES, INC., and its successors in interest, PAUL LEW, LEW RACING, INC., and LEE VACARRO, did in fact rely on the aforesaid misrepresentation by disclosing to JASON SCHIERS THE SECRET PROCESS and continuing to use and further develop THE SECRET PROCESS in connection with subsequent business models.

43. As a direct and proximate result of JASON SCHIERS' FRAUD, LEW RACING, INC. has suffered and continues to suffer lost market share and impaired business relations, and the PLAINTIFFS, and each of them, have therefore suffered harm in an amount in excess of \$50,000.00 per plaintiff, the precise amount of which will be more fully set forth at the trial of the within matter.

44. As a further direct and proximate result of the FRAUD it has been necessary for

1 the PLAINTIFFS to retain the services of Jeffrey J. Whitehead, Esq., of
2 Whitehead Law Offices, to represent their interests herein.

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4 **COUNT FOUR:**

5 **BREACH OF NON-DISCLOSURE AGREEMENT**

6 45. PLAINTIFFS re-assert and re-allege each and all of the foregoing allegations as if
7 each and all of them were fully rewritten herein.

8 46. As an employee and agent of LEW COMPOSITES, JASON SCHIERS signed a
9 non-disclosure agreement in anticipation of receiving teaching and training
10 regarding THE SECRET PROCESS.

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12 47. As the duly licensed holder of the rights to THE SECRET PROCESS, PAUL
13 LEW and LEW RACING, INC. are the successors in interest, or in the alternative
14 the third party beneficiaries of the Non-Disclosure Agreement.

15 48. JASON SCHIERS has breached the Non-Disclosure Agreement by using,
16 communicating, transmitting, disseminating, teaching and instructing others
17 regarding THE SECRET PROCESS.

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19 49. As a direct and proximate result of JASON SCHIERS' BREACH OF THE NON-
20 DISCLOSURE AGREEMENT, LEW RACING, INC. has suffered and continues
21 to suffer lost market share and impaired business relations, and the PLAINTIFFS,
22 and each of them, have therefore suffered harm in an amount in excess of
23 \$50,000.00 per plaintiff, the precise amount of which will be more fully set forth
24 at the trial of the within matter.

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26 50. As a further direct and proximate result of the BREACH OF THE NON-
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1 DISCLOSURE AGREEMENT it has been necessary for the PLAINTIFFS to
2 retain the services of Jeffrey J. Whitehead, Esq., of Whitehead Law Offices, to
3 represent their interests herein.
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5 **COUNT FIVE:**

6 **BREACH OF FIDUCIARY DUTY**

7 51. PLAINTIFFS re-assert and re-allege each and all of the foregoing allegations as if
8 each and all of them were fully rewritten herein.

9 52. JASON SCHIERS joined LEW COMPOSITES as its Vice President when LEW
10 COMPOSITES purchased JASON SCHIERS' machining shop.

11 53. When JASON SCHIERS joined LEW COMPOSITES, he signed a non-disclosure
12 agreement pertaining to THE SECRET PROCESS.
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14 54. Having signed the said non-disclosure agreement, JASON SCHIERS was
15 entrusted with PAUL LEW'S most valuable business knowledge and trade
16 secrets. So invested with the utmost trust and confidence, JASON SCHIERS
17 owed PAUL LEW and any other licensee of THE SECRET PROCESS a fiduciary
18 duty.
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20 55. JASON SCHIERS breached that fiduciary duty by disclosing, transferring, and
21 teaching THE SECRET PROCESS to DEFENDANT EDGE COMPOSITES and
22 its agents and employees.
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24 56. As a direct and proximate result of JASON SCHIERS' BREACH OF
25 FIDUCIARY DUTY, PLAINTIFFS have suffered and continue to suffer lost
26 market share and impaired business relations, and the PLAINTIFFS, and each of
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them, have therefore suffered harm in an amount in excess of \$50,000.00 per plaintiff, the precise amount of which will be more fully set forth at the trial of the within matter.

57. As a further direct and proximate result of the BREACH OF FIDUCIARY DUTY, it has been necessary for the PLAINTIFFS to retain the services of Jeffrey J. Whitehead, Esq., of Whitehead Law Offices, to represent their interests herein.

COUNT SIX

UNJUST ENRICHMENT

58. PLAINTIFFS re-assert and re-allege each and all of the foregoing allegations as if each and all of them were fully rewritten herein.

59. PAUL LEW has conferred a benefit upon the DEFENDANTS by instructing JASON SCHIERS in THE SECRET PROCESS.

60. DEFENDANTS JASON SCHIERS and EDGE COMPOSITES have appreciated this benefit by using the information so obtained to enter into competition with the PLAINTIFFS.

61. DEFENDANTS JASON SCHIERS and EDGE COMPOSITES have accepted and retained the said benefit by manufacturing and selling products made using THE SECRET PROCESS and retaining the profits from sales made in direct competition with PLAINTIFFS in the marketplace.

62. As a consequence of the foregoing, the DEFENDANTS have been unjustly enriched at the expense of the PLAINTIFFS.

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63. As a direct and proximate result of the DEFENDANTS’ aforesaid UNJUST ENRICHMENT, PLAINTIFFS have suffered and will continue to suffer incalculable damages (but which are at least in excess of \$50,000 per plaintiff), as well as lost stature and reputation in the marketplace, lost business opportunities, damages to existing and prospective business relationships, and loss of goodwill.

64. As a further direct and proximate result of the DEFENDANTS’ UNJUST ENRICHMENT, it has been necessary for the PLAINTIFFS to retain the services of Jeffrey J. Whitehead, Esq., of Whitehead Law Offices, to represent their interests herein.

COUNT SEVEN
CONVERSION

65. PLAINTIFFS re-assert and re-allege each and all of the foregoing allegations as if each and all of them were fully rewritten herein.

66. Although JASON SCHIERS was entrusted with knowledge of THE SECRET PROCESS, he personally had no right, title, interest or license in THE SECRET PROCESS separate and apart from his need to have access to the knowledge of THE SECRET PROCESS to fulfill his duties as a Vice President of LEW COMPOSITES, INC. Thus, upon the termination of his employment with LEW COMPOSITES, INC., JASON’S SCHIERS’ limited right to access and use THE SECRET PROCESS also terminated.

67. When PAUL LEW was ousted from LEW COMPOSITES, INC. by his investors, there were to be only two licensed users of THE SECRET PROCESS: PAUL

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LEW and LEW COMPOSITES, INC.

68. Upon PAUL LEW’S departure from LEW COMPOSITES, INC., JASON SCHIERS ascended to the position of President of LEW COMPOSITES, INC. and thereupon acquired unrestricted access to THE SECRET PROCESS, but he still did not acquire any personal right, title, interest or license in THE SECRET PROCESS.

69. Nevertheless, upon JASON SCHIERS’ departure from LEW COMPOSITES, INC., he has in fact used his knowledge of THE SECRET PROCESS for his own personal gain, benefit, wealth, position and social and economic betterment. In so doing, JASON SCHIERS has wrongfully exerted and asserted dominion over another’s intellectual property in denial of, or inconsistent with the title and rights of PAUL LEW and LEW COMPOSITES, INC. therein.

70. As a direct and proximate result of JASON SCHIERS CONVERSION OF TRADE SECRETS, PLAINTIFFS have suffered and continue to suffer lost market share and impaired business relations, and the PLAINTIFFS, and each of them, have therefore suffered harm in an amount in excess of \$50,000.00 per plaintiff, the precise amount of which will be more fully set forth at the trial of the within matter.

71. As a further direct and proximate result of the CONVERSION OF TRADE SECRETS, it has been necessary for the PLAINTIFFS to retain the services of Jeffrey J. Whitehead, Esq., of Whitehead Law Offices, to represent their interests herein.

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COUNT EIGHT:
APPLICATION FOR TRO, PRELIMINARY INJUNCTION, AND PERMANENT
INJUNCTIVE RELIEF

- 72. PLAINTIFFS re-assert and re-allege each and all of the foregoing allegations as if each and all of them were fully rewritten herein.
- 73. The DEFENDANTS have through their unlawful use of THE SECRET PROCESS and their SYSTEMATIC CONDUCT, wrongfully stolen LEW RACING'S market share.
- 74. Upon information and belief, the DEFENDANTS intend to continue this course of action, and by so doing the DEFENDANTS present an imminent danger of proximately causing immediate and irreparable harm to the PLAINTIFFS' business relationships, professional reputation in the community, position in the marketplace, goodwill, market share, and present and future profits.
- 75. **Furthermore, the DEFENDANTS' continuing and anticipated use of THE SECRET PROCESS unconstrained by appropriate security protocols and governmental oversight poses an immediate, grave and severe threat of uncontrolled proliferation of the technology and its unrestricted application to projects which may be adverse to national and indeed global security with potentially catastrophic ramifications.**

COUNT NINE:
IMPOSITION OF CONSTRUCTIVE TRUST

- 76. PLAINTIFFS re-assert and re-allege each and all of the foregoing allegations as if

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each and all of them were fully rewritten herein.

77. By executing the aforesaid non-disclosure agreement, JASON SCHIERS made an express promise for the benefit of then present and future licensees of THE SECRET PROCESS that he would maintain secrecy regarding THE SECRET PROCESS .

78. In reliance upon the aforesaid express promise, PAUL LEW and LEW COMPOSITES transferred valuable intellectual property in the form of closely guarded trade secrets comprising THE SECRET PROCESS to JASON SCHIERS.

79. Once in possession of the knowledge of THE SECRET PROCESS, JASON SCHIERS stood in a confidential relationship relative to PAUL LEW and any other present or future licensees of THE SECRET PROCESS.

80. JASON SCHIERS and EDGE COMPOSITES, LLC are being and will continue to be unjustly enriched at the expense of THE PLAINTIFFS unless a constructive trust is imposed upon them.

COUNT TEN:

EQUITABLE ACCOUNTING

81. PLAINTIFFS re-assert and re-allege each and all of the foregoing allegations as if each and all of them were fully rewritten herein.

82. As a result of the equitable claims alleged herein, and because their damages at law are inadequate to restore damaged business relationships, lost opportunities, lost market share, and lost goodwill, all of which have taken place and will continue so long as DEFENDANTS are permitted to continue their wrongful

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conduct, and as a consequence of the DEFENDANTS' past and continuing unjust enrichment, PLAINTIFFS are entitled to an accounting of the unlawful profits made by the DEFENDANTS based on the DEFENDANTS' theft and conversion of THE SECRET PROCESS and the DEFENDANTS' SYSTEMATIC CONDUCT.

WHEREFORE, PLAINTIFFS PRAY FOR RELIEF AS FOLLOWS:

- I. Actual damages in excess of \$50,000.00 per plaintiff, the specific amount of which shall be more fully set forth at the time of the trial of the within matter;
- II. Punitive damages in an amount equal to at least three times the actual damages;
- III. Injunctive relief in the form of an immediate Temporary Restraining Order, Preliminary Injunction, and Permanent Injunctive Relief preventing the DEFENDANTS from using THE SECRET PROCESS and from engaging in THE SYSTEMATIC CONDUCT for all time;
- IV. Further equitable relief in the form of the imposition of a Constructive Trust and an Equitable Accounting.
- V. Such additional relief as this Court may deem appropriate.

DATED this ___ day of _____, 2008.

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AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding __ filed in or submitted
for District Court Case number _____ does not contain the social
security number of any person.

Signature Date

Jeffrey J. Whitehead, Esq.

Print Name

Attorney

Title