



CLERK OF THE COURT

1 BARNEY C. ALES, LTD.
2 Barney C. Ales, Esq.
3 Nevada Bar No. 0127
4 Mailing Address:
5 PO Box 20563
6 Las Vegas, NV 89112
7 222 Guidance Ridge Court
8 Henderson, NV 89012
9 (702) 998-9576
10 attorneyales@gmail.com
11 Attorneys for Plaintiff

8 **DISTRICT COURT OF NEVADA**

9 **CLARK COUNTY, NEVADA**

11 PLAYERS NETWORK, INC., a Nevada
12 Corporation;

13 Plaintiff,

14 vs.

15 COMCAST CORPORATION, a Pennsylvania
16 corporation, now known as COMCAST
17 HOLDINGS CORPORATION; COMCAST
18 PROGRAMMING DEVELOPMENT, INC. a
19 Delaware corporation; COMCAST CABLE
20 COMMUNICATIONS, LLC, a Delaware
21 limited liability company; ADVANCED
22 INFORMATION SYSTEMS, INC., a Nevada
23 corporation; and, DOES 1-50;

24 Defendants.

Case No.: A-14-693908-B

Dept. No.: XXIX

AMENDED COMPLAINT

Business Court Requested.

**Arbitration Exemption Claimed:
Declaratory Relief Requested**

22 Plaintiff, Players Network, Inc., by and through its attorney Barney C. Ales, Esq., of
23 BARNEY C. ALES, LTD., and files this Amended Complaint against Defendants above named
24 and alleges as follows:

26 **PARTIES, JURISDICTION AND VENUE**

27 1. Plaintiff, Players Network, Inc. ("Players Network") now is, and at all relevant
28

1 times was, a Nevada corporation, organized and existing under the laws of the State of Nevada,
2 and transacting business relevant to this Action in the County of Clark, State of Nevada.

3 2. Players Network is informed and believes, and based on that information and
4 belief, alleges that Defendant, Comcast Corporation, which is now known as Comcast Holdings
5 Corporation (“Comcast”) now is, and at all relevant times was, a Pennsylvania corporation,
6 organized and existing under the laws of the State of Pennsylvania, and has transacted business
7 relevant to this Action in the County of Clark, State of Nevada.

9 3. Players Network is informed and believes, and based on that information and
10 belief, alleges that Defendant, Comcast Programming Development, Inc., (“Comcast
11 Programming”) now is, and at all relevant times was, a Delaware corporation, which is and was a
12 wholly owned subsidiary of Comcast, organized and existing under the laws of the State of
13 Delaware, and has transacted business relevant to this Action in the County of Clark, State of
14 Nevada.

16 4. Players Network is informed and believes, and based on that information and
17 belief, alleges that Defendant, Comcast Cable Communications, LLC, (“Comcast Cable”) now
18 is, and at all relevant times was, a Delaware limited liability company, and successor in interest
19 to Comcast Programming, which is and was also a wholly owned subsidiary of Comcast,
20 organized and existing under the laws of the State of Delaware, and has transacted business
21 relevant to this Action in the County of Clark, State of Nevada.

23 5. Players Network is informed and believes, and based on that information and
24 belief, alleges that Comcast dominates and controls Comcast Programming and Comcast Cable,
25 and as such, is the alter ego of and responsible for the debts and liabilities of Comcast
26 Programming and Comcast Cable, which is hereinafter collectively referred to as the “Comcast
27 Defendants.”
28

1 12. As the technology advanced, Bradley moved Players Network into Pay Per View
2 Cable Television; and, in moving into the Pay Per View platform, Bradley and his company,
3 Player Network, developed and retained a complete movie production staff capable of filming
4 most any type of content in and around the Las Vegas area, which included documentaries;
5 behind the scenes and entertainment news about the gaming industry, celebrities and the Las
6 Vegas nightlife; professional poker players; gaming instruction; and, interviews of entertainers
7 and restaurateurs.

9 13. Based on his extensive background and experience, Bradley built Players
10 Network into a public company with a reputation for creating and managing programming for
11 video on demand with an emphasis on programming related to the Las Vegas area and its life
12 style as well as highlighting the gaming industry and its players.

14 14. Because of the experience and reputation of Bradley and that of Players Network,
15 Peter Heumiller (“Heumiller”) of Comcast contacted Bradley in 2004 and proposed a business
16 arrangement.

17 15. At the time Heumiller approached Bradley, Comcast had developed a successful
18 business plan and model that involved licensing videos and then broadcasting short clips and
19 portions of those videos to act as teasers with the intent to sell the videos and related
20 merchandise to Comcast subscribers and viewers of their programming. Heumiller touted the
21 success achieved by Comcast’s “Exercise TV” and the sales of fitness videos and related
22 merchandise that were broadcast and disseminated on Comcast’s “Exercise TV” channel.

24 16. Heumiller was initially interested in obtaining videos from Players Network
25 pursuant to a licensing fee; and, Players Network provided videos to Comcast pursuant to that
26 arrangement for a beta test that lasted approximately six (6) months during which time there was
27 significant interest by Comcast subscribers and high number of viewers of the programming; and
28

1 accordingly, the beta test was considered very successful.

2 17. After establishing a relationship with Bradley and Players Network in Las Vegas,
3 and after completing the beta test, Heumiller did not want to continue to license video from
4 PNTV. Heumiller wanted a larger relationship with PNTV.

5 18. Heumiller wanted to develop a channel devoted to gaming and the gaming
6 lifestyle because with the development of such a channel, Comcast could obtain more customers
7 for its digital service as well as retain more of its existing customers thereby increasing
8 Comcast's revenue with subscription service.

9 19. Heumiller wanted Bradley and his company, Players Network, to build out the
10 gaming channel for Comcast because it was recognized that Bradley and Players Network had
11 access to people in Las Vegas that set Players Network apart from other companies.

12 20. Players Network's expertise was in the production of content and Comcast's
13 expertise was in the distribution of content; and, Bradley and Heumiller agreed that in the
14 development of the new Las Vegas/Gaming channel, each party should focus on and do what
15 they each do best.

16 21. Bradley explained that if a gaming channel was to be built by Players Network,
17 then it had to own the channel, which would be distributed by Comcast; and, that the parties
18 would go into business together on a long term basis.

19 22. Heumiller was agreeable to having Players Network build and own a gaming
20 channel that would be distributed by Comcast, and going into business with Players Network on
21 a long term basis.

22 23. Bradley and Heumiller discussed the development of dynamic ad insertion and
23 that the technology would be functional within twenty-four (24) months, and as such, that
24 Players Network would need assistance in getting sponsors and advertisers for the new Las
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1 Vegas/Gaming channel to be developed by Players Network.

2 24. Heumiller and others at Comcast, represented to Bradley and others at Players
3 Network that Comcast through its wholly owned advertising business, Spotlight, and other
4 connections, had previously assisted in getting sponsors and advertisers for their relatively new
5 channel, "Exercise TV."

6 25. Heumiller and others at Comcast, represented to Bradley and others at Players
7 Network that Comcast through its wholly owned advertising business, Spotlight, and other
8 connections, would likewise assist Players Network in getting sponsors and advertisers for the
9 new gaming channel to be developed by Players Network.

10 26. Heumiller and others at Comcast, represented to Bradley and others at Players
11 Network that the sponsors and advertisers that Comcast and Spotlight had a relationship with
12 could help with production costs and their products could be "baked into the programming."
13

14 27. The assurances made that Comcast through its wholly owned advertising
15 business, Spotlight, and other connections, would assist Players Network in getting sponsors and
16 advertisers for the new gaming channel to be developed by Players Network were essential to
17 Bradley's decision to proceed with developing the gaming channel and entering into a long term
18 contractual relationship with Comcast.
19

20 28. In 2005, Bradley had requested the assistance of Michael Berk, President of
21 Programing at Players Network, who was an expert in programming, and he attended meetings
22 with Heumiller, and others, to discuss going forward with Comcast and development of the new
23 gaming channel.
24

25 29. Heumiller delegated to Tara Maitra ("Maitra") much of the contractual
26 negotiations that occurred between Comcast Defendants and Players Network.
27

28 30. Heumiller and others at Comcast Defendants, including Maitra, were the agents,

1 servants and employees of Comcast, and in making the representations described herein were
2 acting in the scope of their authority as such agent, servant and employee with the knowledge,
3 permission and consent of Comcast.

4 31. The conduct of Heumiller and others at Comcast, including Maitra, as alleged
5 herein, was done intentionally, recklessly, and/or negligently.

6 32. By September 30, 2005 an agreement (which is hereinafter referred to as the
7 "Contract") had been drafted that was ready for signature; and, it was signed by Bradley on
8 behalf of Players Network on that day.

9 33. Prior to Bradley's signature on the Contract, the parties had approved of a press
10 release to be disseminated that would announce that Comcast and Players Network had formed a
11 partnership for the development of a new channel devoted to gaming and the Las Vegas life
12 style.
13

14 34. In signing the Contract, Bradley relied on the above-described representations of
15 Heumiller and others.
16

17 35. Comcast's subsidiary, Comcast Programming, signed the Contract on October 5,
18 2005, which was timed with said press release.

19 36. The Contract had an effective date of November 1, 2005, and had a ten (10) year
20 term.
21

22 37. Based on the Contract and the promises made by Comcast Defendants related to
23 the Contract, Players Network was over time able to raise and invest in excess of \$15,000,000.00
24 to launch as well as deliver services and programming content for the new gaming channel for
25 Comcast.

26 38. Pursuant to the Contract, Players Network provided to Comcast Defendants
27 programming consisting of gaming-centric entertainment, information lifestyle and commerce
28

1 content for distribution and broadcast.

2 39. The amount of programming to be provided by Players Network that was to be
3 stored and distributed and broadcast by Comcast was six (6) hours per month in the first year of
4 the Contract, and was to increase by twenty percent (20%) each year; however, Comcast never
5 provided sufficient storage to broadcast and distribute the agreed to six (6) hours per month
6 during the first year of the Contract, and never provided expanded hours in compliance with the
7 Contract.
8

9 40. With Comcast having subscribers in excess of 22,000,000 and with Comcast
10 distributing and broadcasting Players Network's programming in compliance with the Contract,
11 Players Network would have also benefited by selling videos and merchandise as per Comcast's
12 business plan carried out for Exercise TV.
13

14 41. Moreover, once the technology of dynamic ad insertion became perfected and
15 fully functional, Players Network would benefit from additional advertising revenue and the
16 value of its gaming channel would become significantly enhanced.

17 42. Comcast Defendants also expected the value of Players Network would grow
18 exponentially as it obtained the right to purchase forty percent (40%) of Players Network
19 pursuant to the terms of the Contract.
20

21 43. From 2009 through 2011, Players Network made repeatedly inquiries of Comcast
22 Defendants about the progress of the technology of dynamic ad insertion and when they could
23 begin attaching advertising to the programs produced by Players Network that were provided to
24 Comcast.

25 44. Comcast Defendants repeatedly responded to the inquiries made by Players
26 Network and represented the technology of dynamic ad insertion for commercial use did not yet
27 exist.
28

1 45. In 2009 Comcast announced exclusive talks for the purchase NBC and Universal
2 Studios, and thereafter worked toward the purchase of NBC and Universal Studios; but, the
3 Federal government through the Justice Department, the Securities and Exchange Commission,
4 the Federal Trade Commission, and the Federal Communications Commission (“FCC”) was
5 concerned that by purchasing NBC and Universal Studios, Comcast would become so big and
6 powerful that it could dictate the terms of usages not only to its subscribers and customers, but to
7 other smaller channels such as Players Network with whom they were under contract.
8 Accordingly, Comcast entered into a Consent Decree with the FCC that permitted the purchase
9 to proceed on the condition that Comcast would not limit access or discriminate against either
10 subscribers, consumers or other channels.
11

12 46. On or about April 23, 2010, Players Network entered into a consultation
13 agreement with Defendant, AIS, which was to provide assistance to Players Network that would
14 also facilitate its contractual relationship with Comcast Defendants.
15

16 47. Contrary to the representations made by Comcast Defendants to Players Network,
17 they had perfected middleware technology that allowed for dynamic ad insertion and had begun
18 using it on their own programming that was distributed and broadcast on their own channels.
19

20 48. Furthermore, and contrary to the promises Comcast made to FCC, Comcast did
21 discriminate against smaller channels such as Players Network, which is in violation of the
22 Consent Decree.

23 49. Moreover, Comcast Defendants did not increase the distribution and broadcast of
24 programming provided to it by Players Network by twenty percent (20%) per year as required by
25 the Contract.

26 50. Instead of complying with the obligations set forth in the Contract and the
27 Consent Decree, Comcast Defendants embarked on an improper course of conduct, which has
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1 buried the gaming channel, "Vegas On Demand," that Players Network developed in reliance on
2 the Contract, making it very difficult for Comcast subscribers to locate and view the
3 programming created by Players Network that it provided to Comcast Defendants for distribution
4 and broadcast.

5
6 51. As a result of the acts and omissions of Comcast, and that of Comcast
7 Programming and Comcast Cable, Players Network has been substantially harmed and the value
8 of its gaming channel, "Vegas On Demand," has not grown as it should have and as was
9 expected by the parties in entering into the Contract.

10 52. The conduct of Comcast Defendants, as alleged herein, was done intentionally,
11 recklessly, and/or negligently.

12 53. It has become necessary for Players Network to retain the services of attorneys to
13 bring this action and to enforce the rights of Players Network; and accordingly, Players Network
14 is entitled to recover its reasonable attorneys' fees and costs incurred herein as an additional item
15 of its damages.
16

17 **FIRST CAUSE OF ACTION**

18 54. Players Network repeats, realleges and incorporates by reference all of the above
19 paragraphs of this Amended Complaint as though fully set forth herein.

20 55. Players Network performed all the conditions and/or obligations required of it
21 pursuant to the Contract.
22

23 56. Comcast Defendants failed to perform their duties and obligations required by the
24 Contract.

25 57. Comcast Defendants breached the Contract.

26 58. As a direct and proximate result of the breach of the Contract, Players Network
27 has been damaged in an amount in excess of \$150,000,000.00, the exact amount which will be
28

1 the subject of proof at the time of trial.

2 **SECOND CAUSE OF ACTION**

3 59. Players Network repeats, realleges and incorporates by reference all of the above
4 paragraphs of this Amended Complaint as though fully set forth herein.

5 60. The Contract referred to above was contractual and, as such, there existed an
6 implied in law a term imposing an obligation of good faith and fair dealing. Said term obligated
7 Comcast Defendants to refrain from taking any action which would otherwise interfere with the
8 lawful and legal rights of Players Network. Further, said term required that Comcast Defendants
9 to refrain from carrying out any acts which would cause hardship or harm to Players Network.
10

11 61. Comcast Defendants have breached the covenant of good faith and fair dealing
12 implied in the Contract.

13 62. As a direct and proximate cause of the breach of the covenant of good faith and
14 fair dealing implied in the Contract, Players Network has been damaged in an amount in excess
15 of \$150,000,000.00, the total amount of which cannot yet be fixed but will be the subject of
16 proof at the time of trial.
17

18 **THIRD CAUSE OF ACTION**

19 63. Players Network repeats, realleges and incorporates by reference all of the above
20 paragraphs of this Amended Complaint as though fully set forth herein.

21 64. In entering into the Contract the Comcast Defendants owed Players Network
22 fiduciary duties to act with utmost loyalty and fidelity.

23 65. Comcast Defendants breached their fiduciary duties they owed to Players
24 Network.
25

26 66. As a direct and proximate cause of the breach of the covenant of good faith and
27 fair dealing implied in the Contract, Players Network has been damaged in an amount in excess
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1 of \$150,000,000.00, the total amount of which cannot yet be fixed but will be the subject of
2 proof at the time of trial.

3 67. The conduct of Comcast Defendants was done fraudulently, with malice and
4 oppression to gain an unfair advantage over Players Network, or with total disregard of the rights
5 of Players Network, and with knowledge of the substantial certainty that Players Network would
6 suffer harm, thereby justifying an award of punitive damages.
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8 **FOURTH CAUSE OF ACTION**

9 68. Players Network repeats, realleges and incorporates by reference all of the above
10 paragraphs of this Amended Complaint as though fully set forth herein.

11 69. In entering the Contract the Comcast Defendant and Players Network had a
12 special relationship of trust and confidence and, as such, there existed a duty implied in law a
13 term imposing an obligation of utmost good faith and fair dealing. Said term obligated Comcast
14 Defendants to refrain from taking any action which would otherwise interfere with the lawful
15 and legal rights of Players Network. Further, said term required the Comcast Defendants to
16 refrain from carrying out any acts which would cause hardship or harm to Players Network.
17

18 70. Comcast Defendants have tortiously breached the covenant of good faith and fair
19 dealing implied in the Contract.

20 71. As a direct and proximate cause of the breach of the covenant of good faith and
21 fair dealing implied in the Contract, Players Network has been damaged in an amount in excess
22 of \$150,000,000.00, the total amount of which cannot yet be fixed but will be the subject of
23 proof at the time of trial.
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25 72. The conduct of Comcast Defendants was done fraudulently, with malice and
26 oppression to gain an unfair advantage over Players Network, or with total disregard of the rights
27 of Players Network, and with knowledge of the substantial certainty that Players Network would
28

1 suffer harm, thereby justifying an award of punitive damages.

2 **FIFTH CAUSE OF ACTION**

3 73. Players Network repeats, realleges and incorporates by reference all of the above
4 paragraphs of this Amended Complaint as though fully set forth herein.

5 74. Players Network relied on the above described misrepresentations made by
6 Comcast Defendants, by and through its employees, agents and/or representatives, which were
7 made to induce and did induce, Players Network to enter into Contract, and to perform pursuant
8 thereto.

9 75. At all times relevant hereto, and with full knowledge of all the facts in connection
10 with or relating to said misrepresentations of its employees, agents and/or representatives,
11 Comcast duly ratified and confirmed in all respects, said misrepresentations; and thus, the
12 liability of its employees, agents and/or representatives of the Comcast Defendants is imputed to
13 Comcast.

14 76. Had Players Network known of the falsity and misleading nature of the above
15 described misrepresentations, Players Network would not have entered into the Contract and
16 performed the obligations required thereby.

17 77. That as a direct and proximate cause of the wrongful conduct of Comcast
18 Defendants, by and through its employees, agents and/or representatives, Players Network has
19 been damaged in an amount in excess of \$150,000,000.00, the total amount of which cannot yet
20 be fixed, and thus, will be the subject of proof at the time of trial.

21 78. The conduct of Comcast Defendants was done fraudulently, with malice and
22 oppression to gain an unfair advantage over Players Network, or with total disregard of the rights
23 of Players Network, and with knowledge of the substantial certainty that Players Network would
24 suffer harm, thereby justifying an award of punitive damages.
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1 **SIXTH CAUSE OF ACTION**

2 79. Players Network repeats, realleges and incorporates by reference all of the above
3 paragraphs of this Amended Complaint as though fully set forth herein.

4 80. Players Network is informed and believes, and based thereon alleges that Comcast
5 Defendants have interfered with Players Network's rights of prospective economic gain or
6 advantage.

7 81. As a direct and proximate cause of the wrongful conduct of Comcast Defendants,
8 Players Network has been damaged in an amount in excess of \$150,000,000.00, the total amount
9 of which cannot yet be fixed, and thus, will be the subject of proof at the time of trial.
10

11 **SEVENTH CAUSE OF ACTION**

12 82. Players Network repeats, realleges and incorporates by reference all of the above
13 paragraphs of this Amended Complaint as though fully set forth herein.

14 83. Players Network was an intended third party beneficiary of the terms of the
15 Consent Decree between Comcast and FCC.

16 84. Comcast violated and breached the terms and conditions of the Consent Decree.

17 85. As a direct and proximate result of the breach of the Consent Decree, Players
18 Network has been damaged in an amount in excess of \$150,000,000.00, the exact amount which
19 will be the subject of proof at the time of trial.
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21

22 **EIGHTH CAUSE OF ACTION**

23 86. Players Network repeats, realleges and incorporates by reference all of the above
24 paragraphs of this Amended Complaint as though fully set forth herein.

25 87. A dispute now exists between Players Network and Comcast Defendant as to the
26 rights and obligations of those parties concerning the above mentioned allegations. Therefore
27 under N.R.S. 30.010, et seq., Players Network is entitled to have this Court enter a declaratory
28

1 judgment setting forth the respective rights, duties and obligations of the parties hereto
2 concerning said allegations.

3 **NINTH CAUSE OF ACTION**

4 88. Players Network repeats, realleges and incorporates by reference all of the above
5 paragraphs of this Amended Complaint as though fully set forth herein.

6 89. Players Network performed all the conditions and/or obligations required of it
7 pursuant to its contract with AIS.

8 90. AIS failed to perform its duties and obligations required by its contract with
9 Players Network.

10 91. AIS breached its contract with Players Network.

11 92. As a direct and proximate result of AIS's breach of its contract with Players
12 Network, Players Network has been damaged in an amount in excess of \$10,000.00, the exact
13 amount which will be the subject of proof at the time of trial.

14 **TENTH CAUSE OF ACTION**

15 93. Players Network repeats, realleges and incorporates by reference all of the above
16 paragraphs of this Amended Complaint as though fully set forth herein.

17 94. The contract between Players Network and AIS referred to above contained an
18 implied in law a term imposing an obligation of good faith and fair dealing. Said term obligated
19 AIS to refrain from taking any action which would otherwise interfere with the lawful and legal
20 rights of Players Network. Further, said term required that AIS to refrain from carrying out any
21 acts which would cause hardship or harm to Players Network.

22 95. AIS have breached the covenant of good faith and fair dealing implied in the
23 Contract.

24 96. As a direct and proximate cause of the breach of the covenant of good faith and
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1 fair dealing implied in the contract between Players Network and AIS, Players Network has been
2 damaged in an amount in excess of \$10,000.00, the total amount of which cannot yet be fixed but
3 will be the subject of proof at the time of trial.

4 **ELEVENTH CAUSE OF ACTION**

5 97. Players Network repeats, realleges and incorporates by reference all of the above
6 paragraphs of this Amended Complaint as though fully set forth herein.

7 98. Players Network is informed and believes, and based thereon alleges that AIS has
8 interfered with Players Network's rights of prospective economic gain or advantage.

9 99. As a direct and proximate cause of the wrongful conduct of AIS, Players Network
10 has been damaged in an amount in excess of \$10,000.00, the total amount of which cannot yet be
11 fixed, and thus, will be the subject of proof at the time of trial.

12 **TWELFTH CAUSE OF ACTION**

13 100. Players Network repeats, realleges and incorporates by reference all of the above
14 paragraphs of this Amended Complaint as though fully set forth herein.

15 101. A dispute now exists between Players Network and AIS as to the rights and
16 obligations of those parties concerning the above mentioned allegations. Therefore under N.R.S.
17 30.010, et seq., Players Network is entitled to have this Court enter a declaratory judgment
18 setting forth the respective rights, duties and obligations of the parties hereto concerning said
19 allegations.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, Players Network, Inc., respectfully requests that the Court grant
22 the following relief against the above named Defendants:

- 23 (1) Awarding compensatory damages in excess of \$10,000.00 to Players Network;
24 (2) Awarding punitive damages in excess of \$10,000.00 to Players Network;

1 (3) For declaratory judgment setting forth the respective rights, duties and obligations
2 of the parties as well as that Defendants are liable for their wrongful conduct and Players
3 Network is entitled to recover damages as a result;

4 (4) Awarding attorney's fees and costs incurred by Players Network;

5 (5) Assessing the costs and expenses of this action against Defendants; and,

6 (6) Granting such other and further relief as the Court deems to be just and proper.
7

8 Respectfully submitted,

9
10 BARNEY C. ALES, LTD.

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12 _____
13 Barney C. Ales, Esq.

14 Nevada State Bar Number 127

15 Mailing Address:

16 PO Box 20563

17 Las Vegas, Nevada 89112

18 222 Guidance Ridge Court

19 Henderson, NV 89012

20 702-998-9576
21
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23
24
25
26
27
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Attorney for Plaintiff