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15 UNITED STATES DISTRICT COURT  
 16 DISTRICT OF NEVADA

17 ARTHUR DIAS, an individual; STEVEN  
 18 C. BRERETON, an individual; BELINDA  
 19 BRERETON, an individual; STEVEN C.  
 20 BRERETON as guardian of LEXIS  
 21 BRERETON, an individual; MAKE-U-  
 22 SWEAT, INC., d/b/a THE GREEN DOOR;

23 Plaintiffs,

24 v.

25 ROBERT SUCKOLL, SR., an individual;  
 26 ROBERT SUCKOLL, JR., an individual;  
 27 KATHRINE "KATIE" JONES, an individual;  
 28 DIEGO RODRIGUEZ, an individual; IAN  
 DRAZIAN, an individual, BUDGET BONDING,  
 INC., d/b/a BUDGET BAIL BONDS; SENECA  
 INSURANCE COMPANY; ALLEGHENY  
 INSURANCE COMPANY d/ba FAIRMONT  
 SPECIALTY INSURANCE; UNITED STATES  
 FIRE INSURANCE COMPANY, STATE OF  
 NEVADA DIVISION OF INSURANCE BUREAU  
 OF INDUSTRIES, DOES I through X, inclusive,  
 ROE CORPORATIONS XI through XX, inclusive,

Defendants.

**COMPLAINT**

Jury trial demanded

COMES NOW, Plaintiffs, ARTHUR DIAS, an individual; STEVEN C. BRERETON, an individual; BELINDA BRERETON, an individual; STEVEN C. BRERETON as guardian of LEXIS BRERETON, an individual; MAKE-U-SWEAT, INC., d/b/a THE GREEN DOOR, by and through the undersigned attorneys, and for their complaint against Defendants, ROBERT SUCKOLL, SR., an individual; ROBERT SUCKOLL, JR., an individual; KATHRINE "KATIE" JONES, an

1 individual; DIEGO RODRIGUEZ, an individual; IAN DRAZIAN, an individual; BUDGET  
2 BONDING, INC., d/b/a BUDGET BAIL BONDS; SENECA INSURANCE COMPANY;  
3 ALLEGHENY INSURANCE COMPANY d/b/a FAIRMONT INSURANCE AGENCY; UNITED  
4 STATES FIRE INSURANCE COMPANY; DOES I through X, inclusive, ROE CORPORATIONS  
5 XI through XX, inclusive, hereby complains and alleges as follows:

6 **I. JURISDICTION AND VENUE**

- 7 1. Plaintiffs bring this action pursuant to 42 USC 1983.  
8 2. Because this action involves federal constitutional claims, this Court has jurisdiction  
9 pursuant to 28 USC 1331 and 28 USC 1367.  
10 3. Venue is proper in the District of Nevada pursuant to 28 USC 1391. All parties and  
11 all relevant action was and is in Clark County Nevada.

12 **II. PARTIES**

- 13 4. Plaintiff Arthur Dias, is and was at all times relevant hereto, a resident of the State  
14 of Nevada, County of Clark.  
15 5. Plaintiff Make-You-Sweat, is and was at all times relevant hereto, a Nevada  
16 corporation dba the Green Door in Clark County, Nevada.  
17 6. Plaintiff Steven C. (Steve) Brereton, is and was at all times relevant hereto, a resident  
18 of the State of Nevada, County of Clark.  
19 7. Plaintiff Belinda Brereton, is and was at all times relevant hereto, a resident of the  
20 State of Nevada, County of Clark.  
21 8. Steve Brereton is the legal guardian of Lexis Brereton.  
22 9. Plaintiffs, based upon information and belief, believe and therefore allege, that  
23 Defendant Robert Suckoll, Sr. is and was at all times relevant hereto, a resident of the State of  
24 Nevada, County of Clark.  
25 10. Plaintiffs, based upon information and belief, believe and therefore allege, that  
26 Defendant Robert Suckoll, Jr., is and was at all times relevant hereto, a resident of the State of  
27 Nevada, County of Clark.  
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1           11.     Plaintiffs, based upon information and belief, believe and therefore allege, that  
2 Defendant Katie Jones, is and was at all times relevant hereto, a resident of the State of Nevada,  
3 County of Clark.

4           12.     Plaintiffs, based upon information and belief, believe and therefore allege, that  
5 Defendant Diego Rodriguez, is and was at all times relevant hereto, a resident of the State of  
6 Nevada, County of Clark.

7           13.     Plaintiffs, based upon information and belief, believe and therefore allege, that  
8 Defendant Ian Drazian, is and was at all times relevant hereto, a resident of the State of Nevada,  
9 County of Clark.

10          14.     Plaintiffs, based upon information and belief, believe and therefore allege, that  
11 Defendant Budget Bail Bonds, Inc. is and was at all times relevant hereto, a Nevada corporation,  
12 maintaining their principal place of business at: 1331 S. Commerce Street, County of Clark, City  
13 of Las Vegas, State of Nevada.

14          15.     Plaintiffs, based upon information and belief, believe and therefore allege, that  
15 Defendant Seneca Insurance Company , is and was at all times relevant hereto, a corporation, doing  
16 business in the County of Clark, State of Nevada.

17          16.     Plaintiffs, based upon information and belief, believe and therefore allege, that  
18 Defendant Allegheny Insurance Company, is and was at all times relevant hereto, a Pennsylvania  
19 corporation, doing business in the County of Clark, State of Nevada.

20          17.     Plaintiffs, based upon information and belief, believe and therefore allege, that  
21 Defendant United States Fire Insurance Company, is and was at all times relevant hereto, a Delaware  
22 corporation, doing business in the County of Clark, State of Nevada.

23                   **III.           GENERAL ALLEGATIONS**

24                           **A.       The Green Door Incident**

25          18.     Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
26 contained above, inclusively, as though each is fully set forth herein.

27          19.     Plaintiff, Arthur Dias' place of employment, where one of the incidents giving rise  
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1 to the case at bar occurred, is Make-U-Sweat, Inc. d/b/a The Green Door, 953 East Sahara Avenue,  
2 County of Clark, City of Las Vegas, State of Nevada, co-Claimant herein.

3 20. Plaintiffs, based upon information and belief, believe and therefore allege, that on or  
4 about January 25, 2007, Defendant Robert Suckoll, Sr. and/or Defendant Robert Suckoll, Jr.,  
5 maintained and held an ownership interest or interests in Budget Bonding, Inc. d/b/a Budget Bail  
6 Bonds.

7 21. Plaintiffs, based upon information and belief, believe and therefore allege, that  
8 Defendant Robert Suckoll, Jr. , is and at all times relevant hereto was, gainfully employed by Budget  
9 Bail Bonds as a bail enforcement agent.

10 22. Plaintiff, Arthur Dias, is and at all times relevant hereto was, gainfully employed by  
11 Green Door. During the course of his employment, Arthur Dias became acquainted with an  
12 individual by the name of Terry Wilson, via minimal contact at his place of employment, wherein  
13 Terry Wilson was a visitor and/or customer at The Green Door.

14 23. Likewise, Sylvia Quenville and Henry Malama, two other employees of The Green  
15 Door, have no more than a passing acquaintance with Terry Wilson, all within the context of his  
16 being a visitor and/or customer of The Green Door.

17 24. Based upon information and belief, Plaintiff Arthur Dias, alleges that on or about  
18 January 25, 2007, in the early afternoon hour, Dias and Slyvia Quenville were working at The Green  
19 Door. Sylvia Quenville was approached by Robert Suckoll, Jr., who presented a badge and stated  
20 that he was looking for a Terry Wilson.

21 25. Sylvia Quenville summoned Arthur Dias who engaged Robert Suckoll, Jr. in  
22 conversation. Robert Suckoll, Jr., explained that Terry Wilson had been bonded by Budget Bail  
23 Bonds and that he, Robert Suckoll, Jr., “had business” with Terry Wilson due to the fact that Terry  
24 Wilson had “stolen” security cameras from Budget Bail Bonds.

25 26. Arthur Dias stated that he would cooperate fully with Robert Suckoll, Jr., and would  
26 call Robert Suckoll, Jr., if or when Terry Wilson visited The Green Door. Dias asked and required  
27 that in return Suckoll, Jr., would agree to stay outside The Green Door during any apprehension and  
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1 that neither he nor his personnel would enter The Green Door to effectuate an arrest or apprehension  
2 of Terry Wilson.

3 27. Late that same day Terry Wilson did, in fact, visit The Green Door and displayed  
4 what appeared to be security cameras that had been removed from a location. Dias called the  
5 number provided to him by Suckoll, Jr., and informed him that Terry Wilson was at The Green Door  
6 with the cameras.

7 28. Based upon information and belief Dias alleges that Terry Wilson had been working  
8 at Budget Bail Bonds for Robert Suckoll, Jr., and had during this employment was solicited by  
9 Suckoll, Jr., and Katie Jones (co-defendant herein and another employee of Budget Bail Bonds) to  
10 commit several crimes including arson and murder. By way of providing motivation for Terry  
11 Wilson to participate in these crimes at the behest of Suckoll, Jr., and Jones, pressure was applied  
12 to Terry Wilson.

13 29. In response to this pressure, Terry Wilson, at an unobserved moment removed  
14 security cameras from Budget Bail Bonds and intended to inform authorities of these criminal plans.

15 30. Shortly after Dias made the phone call to Suckoll, Jr., informing him of Terry  
16 Wilson's arrival at The Green Door, five (5) individuals that Dias believes, based upon information  
17 and belief, were all employed by Budget Bail Bonds, entered The Green Door in contravention of  
18 the specific instructions of Dias.

19 31. That based upon information and belief, Dias alleges that these five (5) individuals  
20 included Robert Suckoll, Jr., Katie Jones, Diego Rodriguez , Ian Drazin, and another female who  
21 has yet to be identified.

22 32. These individuals were armed, wearing what appeared to be "Police S.W.A.T gear"  
23 and Diego Rodriguez was openly displaying a shotgun.

24 33. Based upon information and belief, Dias allege that other than Suckoll, Jr., there were  
25 no other licensed agents in this group and that the group contained known convicted felons.

26 34. There were several members of public within the open area of The Green Door who  
27 were terrified of this show of force, which was witnessed by Sylvia Quenville who neither gave  
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1 permission or acquiescence to this forced entry.

2 35. The five (5) individuals associated with Budget Bail Bonds then left the front lobby  
3 of The Green Door and entered the “members only” area wherein one is required to hold a  
4 membership to actually enter.

5 36. Therein they found Arthur Dias and upon a showing of force Dias acquiesced to their  
6 demands without argument and indicated where Terry Wilson was sitting.

7 37. Immediately Katie Jones and the unnamed female stood at the doorway to the room  
8 in which Terry Wilson was located blocking all persons from entering or leaving.

9 38. Diego Rodriguez “covered” the inhabitants of the room with a shotgun while Ian  
10 Drazen and Robert Suckoll, Jr. held Terry Wilson down and began to beat him. This beating lasted  
11 for at least five (5) minutes.

12 39. During this period of time there was no attempt to take Terry Wilson into custody nor  
13 was he struggling, but simply yelling for help.

14 40. Concerned with the safety of all persons within The Green Door and the need for The  
15 Green Door to maintain an air of safety and confidentiality, Arthur Dias, stated to the group “ this  
16 wasn’t the agreement.”

17 41. While stating this Dias had his hand filled with a paper container filled with root beer  
18 and was wearing a tank top and pants which did not afford him an opportunity to maintain any  
19 hidden weapons.

20 42. He had both of his hands in view and stayed at a safe distance, over twenty-one (21)  
21 feet away, from the assault upon Terry Wilson, not approaching or otherwise threatening the agents  
22 and/or employees of Budget Bail Bonds.

23 43. At this point, in response to Dias’ statement, Rodriguez pointed the shotgun directly  
24 at Dias and told him to “back the fuck up.”

25 44. Dias’ immediate response while still keeping his hands in view and not approaching,  
26 was that the group needed to “wise up.”

27 45. Rodriguez immediate response to Dias statement to “wise up” was to discharge his  
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1 shotgun into the chest of Dias.

2 46. This shotgun was loaded with a “beanbag round” which at the distance which it was  
3 fired within the room posed an imminent danger to and severely injured Dias.

4 47. After the shotgun was discharged Dias fell to the ground and his stepson Henry  
5 Malama attempted to provide aid and was held at a distance by not only the show of force, but with  
6 actual physical battery was physically restrained by Katie Jones and the other unknown female.

7 48. Subsequent to this shooting, the beating of Terry Wilson continued for a brief period  
8 and then he was carried out to a waiting SUV or Suburban style vehicle where personnel from The  
9 Green Door could see the beating continue within the vehicle itself.

10 49. Based upon information and belief, subsequent to this, Terry Wilson was moved to  
11 the offices of Budget Bail Bonds where the beating continued further.

12 50. Based upon information and belief, subsequent to this, personnel from Budget Bail  
13 Bonds attempted to turn Terry Wilson over to the authorities on a bond surrender, however he was  
14 beaten so badly that the detention center facility could not accept him. Instead, Terry Wilson spent  
15 nearly a week at the University Medical Center in Las Vegas undergoing treatment for the injuries  
16 caused by the personnel from Budget Bail Bonds.

17 **B. The Sesame Drive Incident**

18 51. Plaintiffs Steve, Belinda and Lexis Brereton reside at 2701 Sesame Drive, Las  
19 Vegas, Nevada 89142.

20 52. Steve Brereton’s sister, Vicki Peterson and James Rick Peterson both resided at this  
21 residence as well, until February of 2007.

22 53. It is Plaintiffs belief that on January 4, 2007, Robert Suckoll, Sr. held an ownership  
23 interest in Budget Bail Bonds and was employed by Budget Bail Bonds as a bail enforcement agent.

24 54. Richard Brereton is the son of Steve Brereton.

25 55. Richard Brereton does not live with his father. Moreover, Steve Brereton no longer  
26 permits his son Richard to visit his residence on Sesame Drive.

27 56. At the time of the incident, Budget Bail Bonds claimed that Richard Brereton had  
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1 “skipped bail.”

2 57. Robert Suckoll, Sr. had previously been to Steve Brereton’s residence on Sesame  
3 Drive, on several occasions in an attempt to find Richard Brereton.

4 58. An employee of Budget Bail Bonds also telephoned Steve Brereton numerous times  
5 inquiring into Richard Brereton’s whereabouts, and to ask Steve Brereton if he would “set bail for  
6 Richard” which Steve declined to do.

7 59. On each occasion that Robert Suckoll, Sr. or a representative of Budget Bail Bonds  
8 telephoned Steve Brereton or visited his residence, Steve Brereton told them that Richard does not  
9 live at the 2701 Sesame Drive residence and that Richard is no longer permitted at the residence.

10 60. On or about January 4, 2007, at approximately 11:00 p.m., Steve and Lexis Brereton  
11 were sleeping in their bedrooms in the second floor loft of the Sesame Drive residence. Vicki  
12 Peterson was in the room she and Rick Peterson shared on the first floor. Rick Peterson was at  
13 work.

14 61. Vicki Peterson heard a knock on the front door, and answered the door, expecting  
15 it to be Rick coming home from work.

16 62. At the door was a woman, approximately five feet one inches tall with a husky build,  
17 identified as Katie, and two men – one approximately five feet eight inches tall with a medium  
18 build, identified as Diego Rodriguez, and one approximately six feet three inches tall with a slim  
19 build, Ian Drazian. Robert Suckoll, Sr. was also in attendance (“collectively referred to as the  
20 “bounty hunters”).

21 63. One of the bounty hunters asked for Steven Brereton, Jr..

22 64. Steve Brereton has a son, Steven Jr. who does not live with the Plaintiffs at the  
23 Sesame Drive address.

24 65. Vicki Peterson told the bounty hunters that Steven Brereton Jr. was not at the  
25 residence.

26 66. The bounty hunters then asked for Steve Brereton.

27 67. Vicki Peterson the shut the door, walked into the living room and yelled up for Steve  
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1 Brereton to inform him he had “guests” at the door.

2 68. Steve Brereton leaned over the wall of the second story loft. The bounty hunters  
3 entered the residence without consent. Vicki Peterson asked the bounty hunters “Who let you in?”  
4 Steve Brereton started down the stairs.

5 69. The bounty hunters were all wearing black paramilitary clothing with weapons belts.  
6 Steve Brereton was able to identify the weapon one of the male bounty hunters had on his belt as  
7 a 9mm pistol and noted the bounty hunters all had what appeared to be mace or pepper spray  
8 (“Mace”).

9 70. The bounty hunters demanded to know where they were hiding Richard Brereton.

10 71. While Steve Brereton was descending the stairs, he repeatedly told the bounty  
11 hunters that Richard was not at the residence and does not live at the residence.

12 72. Steve Brereton reached the bottom of the stairs and proceeded to the front door,  
13 continuing to argue with the bounty hunters.

14 73. The female bounty hunter told Steve Brereton, “we are going to search your house.”

15 75. Steve Brereton told them they were not allowed to search his residence.

16 76. The bounty hunters conferred with each other to determine how to continue.

17 77. Steve Brereton told the bounty hunters, “I’ll make up your mind for you, when I get  
18 back downstairs you better be gone.”

19 78. Steve Brereton headed back up the stairs to retrieve his cellular phone.

20 79. The female bounty hunter exclaimed, “He (Steve Brereton) is going to get a gun!”

21 80. Steve Brereton does not own a gun and no guns are kept at the residence.

22 81. At the landing between floors, the two male bounty hunters grabbed Steve Brereton  
23 and threw him against the wall. The shorter male bounty hunter put a pistol to Steve Brereton’s  
24 chest then neck. The taller male bounty hunter grabbed Steve.

25 82. During the commotion Lexis Brereton started to cry.

26 83. Steve Brereton broke free from the bounty hunters’ hold and proceeded up the stairs.  
27 The bounty hunters searched the residence.

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1           84.     One of the male bounty hunters retrieved Steve Brereton's cellular telephone and  
2 took it downstairs to the female bounty hunter.

3           85.     Steve Brereton brought Lexis Brereton downstairs.

4           86.     The female bounty hunter went through Steve Brereton cellular telephone records,  
5 writing down names and telephone numbers.

6           87.     Robert Suckoll, Jr. attempted to grab his cellular phone but was pushed away by the  
7 female bounty hunter.

8           88.     The female bounty hunter used Steve Brereton cellular telephone to call Steven  
9 Brereton, Jr.

10          89.     When Steven Brereton, Jr. answered, the female bounty hunter told him, "Your  
11 father has been a bad man. He has a shotgun and is going to jail." She kept asking Steven Brereton,  
12 Jr., "Where are you? Where are you?" She hung up the phone and continued to look through the  
13 telephone records.

14          90.     Steven Brereton, Jr. immediately telephoned Belinda Brereton, who was at work.  
15 He told her about the call and insisted she go home to check on them.

16          91.     Steve Brereton picked up a cellular telephone he kept downstairs at the residence and  
17 dialed Metro 911.

18          92.     When Metro 911 operator answered, Steve Brereton explained how the bounty  
19 hunters had broken into the residence, and that one of the bounty hunters told him that the bounty  
20 hunters would not leave the premises.

21          93.     Steve Brereton asked the operator to send an officer to the residence.

22          94.     The female bounty hunter telephoned Metro 911 after the bounty hunters forcibly  
23 entered Plaintiffs residence and less than a minute prior to Steve Brereton's Metro 911 call.

24          95.     Steve Brereton placed Lexis Brereton on a couch in a room adjacent to the entryway.

25          96.     While Steve Brereton was seating Lexis, one the of the bounty hunters falsely cried  
26 out, "He's got a gun!"

27          97.     Katie Jones ran up to Steve Brereton and sprayed him, Lexis Brereton and Vicki  
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1 Peterson with an aerosol incapacitant causing their skin, eyes, nose and throat to immediately begin  
2 burning and itching and making it difficult for them to breath.

3 98. Steve Brereton again telephoned Metro 911. He told Metro he and Lexis had been  
4 maced and requested an ambulance be sent to the scene.

5 99. Two Metro Police officers arrived at the scene who handcuffed Steve Brereton and  
6 told him to sit down inside the residence.

7 100. The bounty hunters and the police officers then went to the street in front of the home  
8 to discuss the situation.

9 101. An ambulance arrived at the scene. The Plaintiffs were treated at the scene.

10 102. Metro refused to take an incident report.

11 At approximately 12:00 a.m. on January 5, 2007, Belinda Brereton arrived at the residence.

12 103. Upon arriving Belinda Brereton found Defendant Robert Suckoll, Jr., sitting in a  
13 dark colored Sport Utility Vehicle across the street from the residence. Robert Suckoll, Sr. exited  
14 the Sport Utility Vehicle and conferred with the bounty hunters. Soon afterwards Metro police, the  
15 bounty hunters and Robert Suckoll, Sr. left the scene.

16 104. Belinda Brereton telephoned Budget Bail Bonds and spoke with an employee  
17 identifying himself as "Robert." Belinda Brereton asked to speak with the owner. The employee  
18 said "let me call him and get back to you," and hung up the phone.

19 105. The employee telephoned Belinda Brereton and told her to call back the next day at  
20 8:00 a.m. to speak with the owner.

21 106. On January 6, 2007, Steve Brereton filed a Voluntary Statement with Las Vegas  
22 Metropolitan Police Department detailing the incident.

23 107. Later in the day on January 6, 2007, Steve Brereton's cellular received a call from  
24 a number listed as blocked. Belinda Brereton answered the telephone. The call was from Robert  
25 Suckoll, Sr., who falsely claimed, "Your husband called and threatened to blow all of us in the office  
26 up. Stop what you are doing or I will have Steve arrested."

27 108. Steve Brereton never telephoned Robert Suckoll, Sr. nor threatened to blow up  
28

1 anyone or any office.

2 109. Since the January 4, 2007, incident Steve and Belinda Brereton have been followed  
3 several times by a white van driven by one of the bounty hunters. Belinda has seen the taller bounty  
4 hunter, Ian Drazian, surveying her at her place of employment. Belinda Brereton has had one of the  
5 employees tentatively identified as Ian Drazian specifically visit her place of employment. This was  
6 in response to Steve Brereton instituting a legal action against Budget Bail Bonds and their attempts  
7 to dissuade him from proceeding on that action.

8 110. This criminal conduct of Defendants: Suckoll, Sr.; Suckoll, Jr.; Budget Bail Bonds  
9 and personnel working for Budget Bail Bonds, include threats made since the institution of this legal  
10 proceeding to the Dias and Brereton families by personnel closely associated with Katie Jones  
11 wherein this legal matter was specifically referenced and making libelous statements about  
12 undersigned counsel C. Conrad Claus, Esq., to counsel's clients housed within the Clark County  
13 Detention Center ("CCDC") in an attempt to destroy his business and thus deprive Dias of  
14 representation of counsel in this matter.

15 111. In addition, Arthur Dias, has had relatives incarcerated in the Nevada Department  
16 of Corrections. Since the initiation of this legal action against JONES'S employer, Budget Bail  
17 Bonds, those relatives have received threats wherein other incarcerated persons stating they were  
18 specifically acting on behalf of Katie Jones and Budget Bail Bonds, have threatened Dias' relatives  
19 with the intent to dissuade him from continuing this matter.

20 112. Based upon information and belief, the State of Nevada through the Division of  
21 Insurance has been aware of Katie Jones' activity for a very long time and has allowed her to  
22 continue to work in various capacities within various bonding agencies because Jones is "good for  
23 business." Jones has worked as a manager and agent in fact on several occasions, avoiding the  
24 technical compliance of the law through the willful blindness of the Division of Insurance and its  
25 involved personnel.

26 113. A search warrant has been served at the business address of Budget Bail Bonds and  
27 that various parties involved with the criminal acts detailed herein have been charged with those  
28

1 criminal acts.

2 114. Katie Jones and Robert Suckoll, Jr., notwithstanding the fact that Budget Bail Bonds,  
3 was prepared was not able to write bonds, have been acting in circumvent that limitation with the  
4 possible connivance of Defendant Allegheny and the Division of Insurance by using other licensed  
5 bail bonds agent's who have no role in the case other than to "rubberstamp" Jones' and Suckoll's  
6 bonds.

7 115. Jones has a well established reputation within the Las Vegas community for being  
8 a "renegade". She is a convicted felon with a reputation for using violence both personally and  
9 through the use of intermediaries. This reputation is well known easily ascertainable, but due to her  
10 connections with the criminal underworld as well as connection with the Las Vegas Metropolitan  
11 Police Department personnel who use her as a confidential informant, Suckoll, Jr., and Budget Bail  
12 Bonds determined hat she was "good for business" and employed her. Their decision to employ her  
13 while being fully aware of Katie Jones' history and operating practices means that any actions taken  
14 by Jones could have been fully and completely anticipated by Budget Bail Bonds and the other  
15 named Defendants prior to Jones being given any position, authority or work, by Budget Bail Bonds.  
16 This behavior is part and parcel to the continued course of conduct engaged in by Budget Bail  
17 Bonds, Robert Suckoll, Jr., Katie Jones and other named employees and/or agents of Budget Bail  
18 Bonds. For example, on October 5, 2006, the owner and editor of the Las Vegas Tribune received  
19 threats of physical harm due to the fact that the Tribune had run an unfavorable story about Budget  
20 Bail Bonds and the personnel employed there. Subsequently, the editor, Rolando Laranz was  
21 threatened in the same manner by Katie Jones and by her husband Greg Jones.

22 **IV. FIRST CAUSE OF ACTION**  
23 **(Federal Civil Rights Violation 18 USC 1983)**

24 116. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
25 contained above, inclusively, as though each is fully set forth herein.

26 117. Defendants, operating under color of law violated Plaintiffs' civil rights pursuant to  
27 18 USC 1983.

28 **V. SECOND CAUSE OF ACTION**

**(Respondeat Superior)**

1           118. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
2 contained above, inclusively, as though each is fully set forth herein.

3           119. Defendants are responsible for the actions and/or omissions of their employees  
4 which cause injuries to others when said employees are nagged in activities arising out of the  
5 employer's business and acting in furtherance of Defendants interest.

6           120. Any negligent and/or reckless actions by Defendants' employees and management,  
7 which resulted in injuries to Plaintiff, are imputed to the Defendants under Respondeat Superior.

8           121. Defendants are therefore liable to Plaintiffs under Doctrine of Respondeat Superior  
9 based on Defendants' employees negligent and/or reckless actions or omissions.

10           122. As direct and proximate cause of Defendants employees careless and negligent acts  
11 and/or omissions, Plaintiffs sustained severe and permanent injury, the allegations of which are  
12 incorporated by reference.

13                           **VI.                   THIRD CAUSE OF ACTION**  
14   **(Assault)**

15           123. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
16 contained above, inclusively, as though each is fully set forth herein.

17           124. Defendants and their employees intentionally placed Plaintiffs in apprehension of  
18 reasonable bodily harm, by Defendants acts and verbal threats.

19           125. Defendants and their employees actions constituting Assault against the Plaintiffs,  
20 and Plaintiffs have been damaged as a result of Defendants acts.

21                           **VII.                   FOURTH CAUSE OF ACTION**  
22   **(Battery)**

23           \_\_\_\_\_126.\_\_\_\_Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
24 contained above, inclusively, as though each is fully set forth herein.

25           127. Defendants and their employees and/or agents intended to cause harmful and/or  
26 offensive contact with the person of Plaintiffs Arthur Dias, Steve Brereton, Lexis Brereton and Vicki  
27 Peterson, such contact occurred and thereby constitutes Battery against Plaintiffs Arthur Dias, Steve  
28 Brereton, and Lexis Brereton , and Plaintiffs have been damaged as a result of Defendants' acts.

1 **VIII. FIFTH CAUSE OF ACTION**  
2 **(Forcible Entry)**

3 128. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
4 contained above, inclusively, as though each is fully set forth herein.

5 129. Defendants and their employees and/or agents entered upon Plaintiff The Green  
6 Door's property by violence and circumstances of terror, brandishing weapons and unlawfully  
7 battering Plaintiff Arthur Dias.

8 130. Defendants and their employees and/or agents entered upon Plaintiff Steve  
9 Brereton's real property by violence and circumstances of terror, brandishing weapons and  
10 unlawfully battering Plaintiffs Steve Brereton, Lexis Brereton and Vicki Peterson.

11 131. Defendants and employees' and/or agents' actions constitute forcible entry, and  
12 Plaintiffs, and each of them, have been damaged as a result of Defendants' acts.

13 **IX. SIXTH CAUSE OF ACTION**  
14 **(False Arrest)**

15 132. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
16 contained above, inclusively, as though each is fully set forth herein.

17 133. Defendants and/or their employees and/or agents took Plaintiff Arthur Dias.

18 134. Defendants and/or their employees and/or agents took Plaintiff Steve Brereton.

19 135. Defendants and/or their employees and/or agents did not have probable cause to take  
20 Plaintiff Arthur Dias nor Plaintiff Steve Brereton into custody.

21 136. Defendants and/or their employees and/or agents lacked sufficient legal authority  
22 to arrest Plaintiffs.

23 137. Defendants and/or their employees and/or agents unlawfully violated the personal  
24 liberty of Plaintiff Arthur Dias and Plaintiff Steve Brereton.

25 138. The actions of Defendants and/or their employees and/or agents constitute false arrest  
26 and that said actions constitute harassment, and Plaintiffs have been damaged as a result of said  
27 actions.

28 **X. SEVENTH CAUSE OF ACTION**  
**(False Imprisonment)**

1 139. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
2 contained above, inclusively, as though each is fully set forth herein.

3 140. Defendants and/or their employees and/or agents directly confined and detained  
4 Plaintiff Dias within the boundaries of his place of employment, The Green Door.

5 141. Defendants and/or their employees and/or agents directly confined and detained  
6 Plaintiff Steve Brereton, within the boundaries of his residence.

7 142. The acts of Defendants and/or employees and/or agents directly resulted in a  
8 confinement of Plaintiff Arthur Dias and Plaintiff Steve Brereton.

9 143. Plaintiff Dias and Plaintiff Steve Brereton were conscious of his confinement by  
10 Defendants and/or their employees and/or agents and were harmed by said confinement.

11 144. Defendants and/or their employees and/or agents lacked sufficient authority to detain  
12 Plaintiff Dias and Plaintiff Steve Brereton.

13 145. Defendants and/or their employees and/or agents unlawfully violated Plaintiff Dias'  
14 and Plaintiff Steve Brereton's personal liberties.

15 146. The acts of Defendants and/or their employees and/or agents constitute false  
16 imprisonment, and Plaintiff Arthur Dias and Plaintiff Steve Brereton have been damaged as a result  
17 of said acts.

18 **XI. EIGHTH CAUSE OF ACTION**  
19 **(Unreasonable Search and Seizure)**

20 147. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
21 contained above, inclusively, as though each is fully set forth herein.

22 148. Defendants and/or their employees and/or agents illegally searched the person of  
23 Plaintiffs and the premises of The Green Door and the Residence of Plaintiff Steve Brereton without  
24 consent or authorization, legal or otherwise from any of the Plaintiffs.

25 149. Defendants acts constitute unreasonable search and seizure, and Plaintiffs have been  
26 damaged as a result of these acts of Defendants' and/or their employees and/or agents.

27 **XII. NINTH CAUSE OF ACTION**  
28 **(Intentional and/or Negligent Infliction of Emotional Distress)**



1 negligence to properly inform their employees and/or agents of the necessary precautions to take  
2 while acting in situations such as those stated above, is the direct and proximately cause of the  
3 damages incurred by Plaintiffs, and each of them.

4 159. The acts of Defendant Budget Bail Bonds and/or Allegheny Insurance Company  
5 and/or United States Fire Insurance Company constitutes Negligence, and Plaintiffs, and each of  
6 them have been damaged as a result of Defendant Budget Bail Bonds and/or Allegheny Insurance  
7 Company and/or United States Fire Insurance Company.

8 **XIV. ELEVENTH CAUSE OF ACTION**  
9 **(Civil Conspiracy)**

10 160. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
11 contained above, inclusively, as though each is fully set forth herein.

12 161. Defendants and/or their employees and/or agents acted in concert with a criminal  
13 unlawful purpose and to accomplish a purpose by criminal and unlawful means.

14 162. Defendants and/or their employees and/or agents intentionally or willfully joined with  
15 and mutually agreed with the goal of acting in a criminal or unlawful purpose against the Plaintiffs,  
16 and each of them.

17 163. The acts of the Defendants and their employees and/or agents constitute Civil  
18 Conspiracy, and Plaintiffs, and each of them, have been damaged as a result of said acts.

19 **XV. TWELFTH CAUSE OF ACTION**  
20 **(Trespass to Land)**

21 164. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
22 contained above, inclusively, as though each is fully set forth herein.

23 165. Defendants and/or their employees and/or agents went upon the land of Plaintiffs  
24 with the intent of vex or annoying the Plaintiffs or to commit an unlawful act.

25 166. Defendants and/or their employees and/or agents willfully entered and remained  
26 inside Plaintiff The Green Door place of business after having been warned by employees of  
27 Plaintiff thereof not to trespass.

28 167. Defendant and/or their employees and/or agents willfully went and remained in

1 Plaintiff Steve Brereton residence after having been warned by Plaintiffs thereof not to trespass.

2 168. The acts of Defendants and/or their employees and/or agents constitute trespass to  
3 land, and Plaintiffs have been damaged as a result of said acts.

4 **XVI. THIRTEENTH CAUSE OF ACTION**  
5 **(Harassment)**

6 169. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
7 contained above, inclusively, as though each is fully set forth herein.

8 170. Defendants and/or their employees and/or agents knowingly threatened to subject  
9 Plaintiffs and/or parties closely connected to and/or related to Plaintiffs to physical confinement,  
10 assault, battery, injury and/or restraint without lawful authority.

11 171. Defendants and/or their employees and/or agents knowingly threatened to do an act  
12 which was intended, or could be construed to be intended to substantially harm Plaintiffs, and each  
13 of them, and/or parties closely connected to and/or related to Plaintiffs, with respect to Plaintiffs  
14 physical health and/or safety and the patrons and/or members/guests of The Green Door and/or  
15 parties closely connected to and/or related to Plaintiffs, all without lawful authority.

16 172. Defendants and/or their employees and/or agents words and/or conduct placed  
17 Plaintiffs in reasonable fear that said threats would be carried out.

18 173. The acts of Defendants and/or their employees and/or agents constitute harassment,  
19 and Plaintiffs, and each of them, have been damaged as a result of said acts.

20 **XVII. FOURTEENTH CAUSE OF ACTION**  
21 **(Stalking)**

22 174. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
23 contained above, inclusively, as though each is fully set forth herein.

24 175. Defendants and/or their employees and/or agents willfully and maliciously engaged  
25 in a course of conduct that caused Plaintiffs, and each of them, as well as Plaintiffs' clientele,  
26 customers and/or member and/or parties closely connected to and/or related to Plaintiffs, to feel  
27 terrorized, frightened, intimidated and/or harassed.

28 176. Plaintiffs, as well as Plaintiffs' clientele, customers and/or members, and/or parties

1 closely connected to and/or related to Plaintiffs actually felt terrorized, frightened, intimidated  
2 and/or harassed.

3 177. The acts of Defendants and/or their employees and/or agents constitute stalking, and  
4 Plaintiffs, and each of them, have been damaged as a result of said acts.

5 **XVIII. FIFTEENTH CAUSE OF ACTION**  
6 **(Reckless Endangerment)**

7 178. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
8 contained above, inclusively, as though each is fully set forth herein.

9 179. Defendants and/or their employees and/or agents recklessly engaged in conduct  
10 which created a substantial risk of serious injury to Plaintiffs.

11 180. Defendants and/or their employees and/or agents exhibited a culpable disregard of  
12 foreseeable consequences to Plaintiffs from said acts.

13 181. The conduct of the Defendants and/or their employees and/or agents were actually  
14 and imminently dangerous to the rights and safety of Plaintiffs, and each of them.

15 182. The acts of Defendants and/or their employees and/or agents constitute reckless  
16 endangerment, and Plaintiffs, and each of them, have been damaged as a result of said acts.

17 **XIX. SIXTEENTH CAUSE OF ACTION**  
18 **(Interference with a Business or Contractual Relationship)**

19 183. Plaintiffs repeat, reallege and incorporate by this reference each and every allegation  
20 contained above, inclusively, as though each is fully set forth herein.

21 184. Defendants and/or their employees and/or agents willfully and maliciously engaged  
22 in a course of conduct that was intended to damage the business and contractual relationship  
23 between Plaintiff Arthur Dias and his Attorney, the undersigned C. Conrad Claus, Esq..

24 185. Plaintiffs' attorney did actually have damage to his business standing causing him  
25 to re-evaluate his intent to continue on as undersigned attorney on this suit.

26 186. The acts of Defendants and/or their employees and/or agents constitute interference  
27 with a business or contractual relationship and that Plaintiffs, and each of them have been damaged  
28 by the result of said acts.

1           **WHEREFORE**, Plaintiffs, and each of them pray for the following:

2           A.     For actual damages in excess of Ten Thousand Dollars (\$10,000.00), that exact  
3 amount of which is unknown at this time, but which will be proven at the time of trial of this matter;

4           B.     For punitive damages and exemplary damages in the amount to be determined by the  
5 trier of fact;

6           C.     For Attorney Fees and Costs incurred in bringing this action before the Court;

7           D.     For pre and post judgment interest; and

8           E.     For such other and further relief as the Court finds just and proper in the premise.

9                                   **DEMAND FOR JURY TRIAL**

10           Plaintiffs hereby demand trial by jury on all issues.

11           DATED this 10<sup>th</sup> day of August 2009.

12           Respectfully submitted by:

13  
14           \_\_\_\_\_ /s/

15           C. Conrad Claus  
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19           (702) 384-4927  
20           Attorney for Plaintiffs Dias and The  
21           Green Door

                  Louis Schnider  
                  Nevada Bar 009683  
                  Winkler and Associates  
                  500 S. Rancho, #17  
                  Las Vegas, Nevada, 89106  
                  Attorney for Plaintiffs Steven C. Brereton,  
                  Belinda Brereton and Lexis Brereton

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