



CASE NO: A-19-795624-C
Department 9

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DISTRICT COURT
CLARK COUNTY NEVADA

THOMAS RICCARDO, an individual;

Plaintiff,

vs.

EZPAWN NEVADA, INC., a foreign
corporation; DOE INDIVIDUALS I through
X, inclusive; ROE CORPORATIONS I
through X, inclusive,

Defendants.

Case No.:
Dept No.:

COMPLAINT

Thomas Riccardo (hereinafter "Riccardo" or "Plaintiff"), by and through his counsel of
record, Matthew Q. Callister, Esq. and Mitchell S. Bisson, Esq. with the Callister Law Group,
hereby complains and avers as follows:

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PARTIES

1. That at all times relevant herein, Plaintiff THOMAS RICCARDO is and was a resident of Clark County, Nevada.
2. That at all times relevant herein, Defendant EZPAWN NEVADA, INC. ("EZPAWN") is and was a foreign corporation doing business in Clark County, Nevada.
3. The true names and capacities of DOE INDIVIDUALS I through X, inclusive, and ROE CORPORATIONS I through X, inclusive, are unknown to Plaintiff as of this date; said Defendants are named herein, but may be responsible or liable to the Plaintiff by virtue of the actions hereinafter described and Plaintiff reserves the right to amend this Complaint to insert any additional charging allegations, together with the party(ies) true identities and capacities, when the same has been ascertained.

JURISDICTION AND VENUE

4. Exercise of the jurisdiction by this Court over each and every Defendant in this action is appropriate.
5. Venue is proper in Clark County, Nevada.

GENERAL ALLEGATIONS

6. On or about March 23, 2017, Riccardo presented to EZPAWN store #14112 located at 2081 W. Sunset Road, Henderson, NV 89014.
7. Riccardo wanted to obtain a loan from EZPAWN in exchange for some professional sports memorabilia he possessed.
8. Riccardo gave EZPAWN five signed baseballs, each with a Certificate of Authenticity as collateral for a loan from EZPAWN.
9. Riccardo's baseballs were signed by Joe DiMaggio, Mickey Mantle and the entire New York Yankees' roster, among others.

- 1 10. Shortly after receiving the loan, Riccardo returned to EZPAWN to pay off his balance
2 and retrieve his signed baseballs with the Certificates of Authenticity.
3 11. When Riccardo presented to pay off the loan, EZPAWN informed him that they had
4 lost his Certificates of Authenticity for his baseballs.
5 12. The baseballs without their Certificates of Authenticity are far less valuable.
6 13. EZPAWN did not fulfill their duties under the agreement that was signed.
7 14. EZPAWN failed to maintain proper care of Riccardo's property that was pledged as
8 collateral in exchange for the loan.

9 **FIRST CAUSE OF ACTION**
10 **(Breach of Contract)**

- 11 15. Riccardo hereby incorporates and re-alleges every allegation contained in this
12 Complaint and further alleges, as follows:
13 16. Riccardo entered into a valid and enforceable contract with EZPAWN.
14 17. Upon entering the agreement, EZPAWN became bound to maintain Riccardo's
15 personal property in the same condition in which it was pledged as collateral for
16 monies loan in conjunction with the loan agreement.
17 18. EXPAWN's failure to maintain Riccardo's personal property in its original condition
18 in conjunction with the loan agreement, EZPAWN is in breach of contract.
19 19. By reason of EZPAWNs breach of contract, Riccardo has been damaged in an amount
20 in excess of \$15,000.00 and is entitled to judgment against EZPAWN in an amount
21 to be proven at the time of trial.
22 20. The Riccardo has been required to retain the services of Callister Law Group to
23 prosecute this action, and the Riccardo is therefore entitled to recover his reasonable
24 attorney's fees and costs of Court for having to bring this action.

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SECOND CAUSE OF ACTION
(Breach of Covenant of Good Faith and Fair Dealing)

21. Riccardo hereby incorporates and re-alleges every allegation contained in this Complaint and further alleges, as follows:
22. Riccardo and EZPAWN had a valid and existing contract calling for EZPAWN to maintain Riccardo's personal property in its original condition conjunction with the loan agreement.
23. Upon entering the contract, EZPAWN became bound by a covenant of good faith and fair dealing, which is inherent in every contract entered into in the State of Nevada.
24. By reason of EZPAWN's failure to maintain Riccardo's personal property in its original condition in conjunction with the loan agreement, EZPAWN violated their covenant of good faith and fair dealing to the detriment of Riccardo.
25. By reason of EZPAWN's breach of their covenant of good faith and fair dealing, Riccardo has been damaged in an amount in excess of \$15,000.00 and is entitled to judgment against EZPAWN in an amount to be proven at the time of trial.
26. Riccardo has been required to retain the services of Callister Law Group to prosecute this action, and Riccardo is, therefore, entitled to recover his reasonable attorney's fees and costs for having to bring this action.

THIRD CAUSE OF ACTION
(Unjust Enrichment)

27. Riccardo hereby incorporates and re-alleges every allegation contained in this Complaint and further alleges, as follows:
28. By reason of EZPAWN's conduct described herein, EZPAWN was unjustly enriched to the detriment of the Riccardo.

29. By reason of EZPAWN's unjust enrichment, Riccardo has been damaged in an amount in excess of \$15,000.00 and is entitled to judgment against EZPAWN in an amount to be proven at the time of trial.

30. The Riccardo has been required to retain the services of Callister Law Group to prosecute this action, and the Riccardo is therefore entitled to recover his reasonable attorney's fees and costs of Court for having to bring this action.

FOURTH CAUSE OF ACTION
(Negligence)

31. Riccardo repeats and realleges each of the allegations contained in the preceding and subsequent paragraphs of this Complaint as fully set forth herein.

32. EZPAWN had a duty to maintain the Certificates of Authenticity that were given by Riccardo as collateral for receiving the loan.

33. EZPAWN breached their duty in that they negligently failed to maintain the Certificates of Authenticity, thereby causing damage to the Riccardo.

34. EZPAWNS' negligence directly and proximately caused Riccardo's damage.

35. As a direct and proximate result of EZPAWNS' negligence, Riccardo sustained damages in a sum in excess of \$15,000.

WHEREFORE, Riccardo prays for the following relief:

1. For an award of compensatory damages relating to, and arising from, each cause of action set out herein in an amount to be proven at the time of trial;
2. For an award of pre-judgment and post-judgment interest on all amounts awarded herein, whether authorized by statute or contract;
3. For an award of attorney fees and costs against each EZPAWN; and

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1 4. For such other and further relief as the Court may deem necessary or appropriate in
2 this action.

3 Dated this 24th day of May 2019.

4 **CALLISTER LAW GROUP**

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6 /s/ MITCHELL S. BISSON
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