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CASE NO: A-19-804897-C
Department 27

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JANE DOE, an individual,
Plaintiff,

v.

EAGLE QUEST OF NEVADA, a Nevada
corporation; MARCELO GELLERT, an
individual; DOE Defendants 1-10; and ROE
corporations 1-10, inclusive,
Defendants.

Case No.
Dept. No.

COMPLAINT AND JURY DEMAND

**EXEMPT FROM ARBITRATION:
(amount in controversy exceeds \$50,000;
action presents unusual circumstances
that constitute good cause for removal
from the program)**

Jane Doe ("Plaintiff"), by and through her counsel, Hutchison & Steffen PLLC, files this
Complaint against Defendants Eagle Quest of Nevada ("Eagle Quest") and Marcelo Gellert
("Gellert"); DOES 1 through 10; and ROE Corporations 1 through 10 (collectively, "Defendants")
and represents the following to this Honorable Court:

1. The Parties.

1. At all relevant times referred to here, Jane Doe was a resident of Clark County
Nevada. Jane Doe's name has been changed to protect her identity from public disclosure.

2. At all relevant times referred to here, Eagle Quest of Nevada was and is a non-profit
Nevada corporation that offers counseling to children in foster care.

1 3. At all relevant times referred to here, Marcelo Gellert was a psychosocial
2 rehabilitation therapist at Eagle Quest.

3 4. The true names and characters of DOES I through 10, inclusive, whether individual,
4 corporate, associates, or otherwise, are unknown to plaintiff who therefore sues said defendants
5 by said fictitious names; plaintiff is informed and believes and therefore alleges that each of the
6 Defendants designated as DOES I through 10 is responsible in some manner for the events and
7 happenings referred to herein, and Plaintiff will ask leave of this Court to amend this document to
8 insert the true names and characters of DOES I through 10 when the same have been ascertained,
9 and to join such Defendants in this action.

10 5. The true names and characters of ROE CORPORATIONS I through 10, inclusive,
11 whether individual, corporate, associates, or otherwise, are unknown to plaintiff who therefore
12 sues said defendants by said fictitious names; plaintiff is informed and believes and therefore
13 alleges that each of the Defendants designated as ROE CORPORATIONS I through 10 is
14 responsible in some manner for the events and happenings referred to herein, and Plaintiff will ask
15 leave of this Court to amend this document to insert the true names and characters of ROE
16 CORPORATIONS I through 10 when the same have been ascertained, and to join such Defendants
17 in this action.

18 6. This Court has jurisdiction over the Parties based on the amount in controversy and
19 because the incidents alleged occurred in Clark County, Nevada.

20 7. Venue is proper in this District Court because the incidents alleged occurred in Clark
21 County, Nevada.

22 **2. The Facts.**

23 8. Approximately fifteen years ago, Plaintiff and her siblings were removed from their
24 natural parents custody by CPS and placed into foster care.

25 9. Eventually, Plaintiff was adopted by her foster parents.

26 10. While the children were minors, Plaintiff and two of her sisters underwent one-on-
27 one psychosocial rehabilitation therapy with Gellert at Eagle Quest.

28 11. During these therapy sessions, Gellert repeatedly raped all three girls.

1 12. When these rapes occurred, Gellert was an Eagle Quest employee.

2 13. The rapes occurred while Gellert was performing therapy on behalf of Eagle Quest.

3 **FIRST CAUSE OF ACTION**
4 **(Respondeat Superior—Against Eagle Quest)**

5 14. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as
6 though fully set forth herein.

7 15. Eagle Quest employed Gellert as a therapist.

8 16. Gellert was under Eagle Quest's control and was acting in the scope of his
9 employment at the time the rapes took place.

10 17. Gellert's actions are attributable to Eagle Quest as his employer.

11 18. Plaintiff has been damaged by Defendants' actions in an amount exceeding
12 \$15,000.00.
13

14 19. Plaintiff has retained an attorney to litigate this dispute and is entitled to an award
15 of its fees and costs.

16 **SECOND CAUSE OF ACTION**
17 **(Battery—Against All Defendants)**

18 20. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as
19 though fully set forth herein.

20 21. During therapy sessions, Gellert had sexual contact with Plaintiff, including rape.

21 22. Plaintiff did not consent to the contact.

22 23. Gellert's contact was intentional.

23 24. Gellert's actions constitute battery.

24 25. Eagle Quest is liable for Gellert's actions under respondeat superior.

25 26. As a result of Gellert's battery, Plaintiff suffered psychological and physical harm
26 in an amount exceeding \$15,000.00.

27 27. Gellert's actions forced Plaintiff to retain an attorney to litigate this action and she
28 is entitled to her costs and fees of bringing this action.

THIRD CAUSE OF ACTION
(Negligent Hiring, Supervision and Retention—Against Eagle Quest)

28. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as though fully set forth herein.

29. Eagle Quest hired, supervised and retained Gellert as a therapist.

30. Eagle Quest owes a duty to its patients to ensure its therapists do not sexually assault patients.

31. Eagle Quest breached this duty by failing to adequately vet Gellert before hiring him, and inadequately supervising him as an employee.

32. As a result of Eagle Quest's negligence, Plaintiff suffered psychological and physical harm in an amount exceeding \$15,000.00.

33. Eagle Quest's actions forced Plaintiff to retain an attorney to litigate this action and she is entitled to her costs and fees of bringing this action.

FOURTH CAUSE OF ACTION
(Intentional Infliction of Emotional Distress—Against All Defendants)

34. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as though fully set forth herein.

35. Gellert intentionally raped Plaintiff.

36. Gellert's actions are imputed to Eagle Quest by respondeat superior.

37. Gellert's conduct was extreme and outrageous.

38. Plaintiff experienced severe emotional distress as a result of Gellert's and Eagle Quest's actions.

39. As a result of Defendants' actions, Plaintiff suffered psychological and physical harm in an amount exceeding \$15,000.00.

40. Defendants's actions forced Plaintiff to retain an attorney to litigate this action and she is entitled to her costs and fees of bringing this action.

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1 **FIFTH CAUSE OF ACTION**
2 **(Breach of Contract—Against All Defendants)**

3 41. Plaintiffs repeat and reallege the allegations contained in the above paragraphs as
4 though fully set forth herein.

5 42. The parties entered into a valid contract pursuant to which Eagle Quest and Gellert
6 were to provide therapy to Plaintiff.

7 43. Defendants breached the contract by sexually assaulting Plaintiff instead of offering
8 her appropriate therapy.

9 44. As a result of Defendants' breaches, Plaintiff suffered psychological and physical
10 harm in an amount exceeding \$15,000.00.

11 45. Defendants's actions forced Plaintiff to retain an attorney to litigate this action and
12 she is entitled to her costs and fees of bringing this action.

13 **FIFTH CAUSE OF ACTION**
14 **(Breach of the Implied Covenant of Good Faith**
15 **and Fair Dealing—Against All Defendants)**

16 46. Plaintiff restates and incorporates all prior allegations asserted above as if set
17 forth fully herein.

18 47. All contracts include an implied covenant of good faith and fair dealing.

19 48. The parties entered into a valid contract pursuant to which Eagle Quest and Gellert
20 were to provide therapy to Plaintiff.

21 49. The fundamental concept of the contract was that Plaintiff was to undergo therapy
22 that would improve her psychological well being.

23 50. Gellert's rape was anathema to the expectations of the contract and was a breach
24 of the implied covenant of good faith and fair dealing.

25 51. Eagle Quest is liable for Gellert's actions under respondeat superior.

26 52. As a result of Defendants' breaches, Plaintiff suffered psychological and physical
27 harm in an amount exceeding \$15,000.00.
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53. Defendants's actions forced Plaintiff to retain an attorney to litigate this action and she is entitled to her costs and fees of bringing this action.

FIFTH CAUSE OF ACTION
(Malpractice—Against All Defendants)

54. Plaintiff restates and incorporates all prior allegations asserted above as if set forth fully herein.

55. Defendants had a duty to use the skill, prudence and diligence as other members of the therapy community.

56. Defendants breached that duty by Gellert raping Plaintiff.

57. Defendants' actions caused severe emotional distress to Plaintiff.

58. As a result of Defendants' breaches, Plaintiff suffered psychological and physical harm in an amount exceeding \$15,000.00.

59. Defendants's actions forced Plaintiff to retain an attorney to litigate this action and she is entitled to her costs and fees of bringing this action.

WHEREFORE, Plaintiff prays:

1. For judgment against Defendants for special, general, and compensatory damages in excess of \$15,000;

2. For judgment against Defendants for punitive damages in excess of \$15,000;

3. For their attorneys' fees and costs; and

4. For any other relief as the Court deems just and proper.

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JURY DEMAND

Plaintiff requests a jury trial in this matter.

DATED this 4th day of November, 2019.

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