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COMP
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CASE NO: A-19-792830-C
Department 11

Attorneys for Plaintiff
VICTORIA L. GUNVALSON

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

VICTORIA L. GUNVALSON, an individual,
Plaintiff,
vs.
DAVID BROOKS AYERS, an individual;
DOES I through X; and ROE COMPANIES
XI through XX, inclusive,
Defendants.

CASE NO.:
DEPT. NO.:
COMPLAINT

COMPLAINT

COMES NOW, VICTORIA L. GUNVALSON (hereinafter "Plaintiff" and/or "GUNVALSON") by and through their counsel of record, MICHAEL D. MAZUR, Esq. of MAZUR & BROOKS, A PROFESSIONAL LAW CORPORATION and hereby files her complaint for causes of action against DAVID BROOKS AYERS ("Defendant" and/or "AYERS"); DOES I through X; and ROE COMPANIES XI through XX, inclusive, (hereinafter "Defendants") allege and complain as follows:



PARTIES

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3 1. Plaintiff re-alleges the foregoing paragraphs as though fully set forth herein and
4 hereby incorporates herein by this reference.

5 2. Plaintiff, VICTORIA L. GUNVALSON at all times herein was and is a resident of
6 the State of California, with her principal place of abode in Orange County, California.

7 3. Defendant, DAVID BROOKS AYERS at all times herein was a resident of the
8 State of California, Indiana, Florida and is a current resident of the State of Mississippi, with his
9 principal place of abode in Tupelo, Lee County, Mississippi.

10 4. That to the Plaintiff's knowledge and belief, the true names or capacities, whether
11 individual, corporate, associates or otherwise of Defendant(s) DOES I through X, and ROE
12 COMPANIES XI through XX, inclusive, to Plaintiffs, who therefore sues said Defendant(s) by
13 such names. Plaintiffs are informed and believes on such information and belief alleges that each
14 of the fictitiously named Defendants is in some way responsible for the damages sustained by
15 Plaintiff in this action, and is negligently, willfully, contractually, intentionally, or otherwise
16 legally responsible for the events and happenings herein referred to and proximately caused injury
17 and damage thereby to Plaintiff as herein alleged. Plaintiff shall seek leave of this Court to
18 amend this Complaint to insert the true names and capacities of each of the defendants named as
19 DOE and/or ROE COMPANIES.

JURISDICTION AND VENUE

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21 5. Plaintiff re-alleges the foregoing paragraphs as though fully set forth herein and
22 hereby incorporates herein by this reference.

23 6. Jurisdiction and venue are proper in this Court because the parties were located in
24 Las Vegas, Nevada during meetings, discussion of terms, negotiations, services, the acts, events
25 and omissions giving rise to this lawsuit occurred in Las Vegas, Nevada, County of Clark.
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1 **FIRST CAUSE OF ACTION**
2 (Breach of Written Agreement)

3 7. Plaintiff re-alleges the foregoing paragraphs as though fully set forth herein and
4 hereby incorporates herein by this reference.

5 8. Commencing in or about 2011, Plaintiff GUNVALSON and Defendant AYERS
6 entered into a series of loans wherein AYERS borrowed various amounts of money from
7 GUNVALSON and GUNVALSON agreed to loan such amounts to AYERS (the "LOAN").

8 9. On or about February 18, 2016 the parties memorialized their agreements
9 regarding the loans and executed a written agreement ("the AGREEMENT"). Pursuant to the
10 terms of the Agreement, among others, AYERS acknowledged the balance due on the LOANS in
11 the amount of \$184,899 to GUNVALSON. Further, AYERS agreed to provide an accounting of
12 all sums paid to him in various income streams.

13 10. Defendant breached the AGREEMENT by failing to perform his repayment
14 obligations. In addition, AYERS has failed to provide an accounting as he was required to do so
15 pursuant to the terms of the AGREEMENT. As a direct and proximate result of Defendants
16 breach VICTORIA GUNVALSON has incurred damages in excess of \$184,889 plus accrued
17 interest, attorneys' fees and costs.

18 11. At all times herein, Plaintiffs either performed or was excused from performing
19 under the AGREEMENT.

20 12. It has become necessary for Plaintiff to engage the services of an attorney in these
21 proceedings as a direct and proximate result of the conduct alleged herein.

22 **SECOND CAUSE OF ACTION**
23 (Breach of Verbal Agreement)

24 13. Plaintiff re-alleges the foregoing paragraphs as though fully set forth herein and
25 hereby incorporates herein by this reference.

26 14. Commencing in 2013, the Parties were involved in litigation in Clark County,
27 Nevada, which was filed in U.S. District Court, Southern District of Nevada (The
28 "LITIGATION").

15. As a result, the Parties both retained attorney, Sean P. Reis, Esq. of THE REIS
LAW FIRM, A.P.C. as their attorney of record. The Parties incurred legal fees and expenses
from Reis's legal representation through April 2015.

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FOURTH CAUSE OF ACTION

(Misrepresentation)

27. Plaintiff re-alleges the foregoing paragraphs as though fully set forth herein and hereby incorporates herein by this reference.

28. Defendant made such representations with scienter and the intent to induce Plaintiff to act in reliance on the misrepresentation.

29. That Defendant made such negligent misrepresentation with the intent to induce Plaintiff to act in reliance on the misrepresentation.

30. That Plaintiff actually and justifiably relied upon such misrepresentations of material fact made by the Defendants and suffered damages in excess of \$15,000.00.

FIFTH CAUSE OF ACTION

(Unjust Enrichment)

31. Plaintiff re-alleges the foregoing paragraphs as though fully set forth herein and hereby incorporates herein by this reference.

32. That the Defendant was unjustly enriched by receiving the loan from Plaintiff.

SIXTH CAUSE OF ACTION

(Quasi-Contract)

33. Plaintiff re-alleges the foregoing paragraphs as though fully set forth herein and hereby incorporates herein by this reference.

34. That the documents, writings, communications and activities between the parties constitute a contractual agreement between the parties sufficient enough to bind the Defendant for the goods and/or services rendered by the Plaintiff.

SEVENTH CAUSE OF ACTION

(Quantum Meruit)

35. Plaintiff re-alleges the foregoing paragraphs as though fully set forth herein and hereby incorporates herein by this reference.

