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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

D.S. DOE, by and through her Attorneys in
Fact Brenda Staffan and Michaela Sweatt,

Plaintiff,

vs.

CASCADE LIVING GROUP, INC.;
CASCADE LIVING GROUP
MANAGEMENT LLC; KRE-TIGER
CASCADES-SIERRA LLC; CASCADE
LIVING GROUP—SPARKS LLC dba
CASCADES OF THE SIERRA;
CHRISTOPHER GARDNER; ROE
CORPORATIONS I through XX,
inclusive; and DOES I through XX,
inclusive,

Defendants.

CASE NO.:
DEPT. NO.:

COMPLAINT

ARBITRATION EXEMPTION REQUESTED

JURY TRIAL DEMANDED

ARBITRATION EXEMPTION REQUESTED

COMES NOW Plaintiff D.S. DOE, by and through her Attorneys in Fact Brenda Staffan and
Michaela Sweatt, and through her attorneys of record Robert E. Murdock, Esq. and Sydney M. Koren,

1 Esq. of Murdock & Associates, Chtd. and Dustin Marcello, Esq. of the Law Office of Dustin R.
2 Marcello, Esq., hereby requests the above entitled matter be exempted from The Court Annexed
3 Arbitration Program pursuant to Nevada Arbitration Rule 5. This matter qualifies for a **permissive**
4 **exemption** (NAR 5(b)) as follows:

5 ☒ case presents significant issues of public policy

6 ☒ case presents unusual circumstances that constitute good cause

7 ☒ case involves an amount in excess of \$50,000 per Plaintiff, exclusive of interest and costs.

8 DATED this 18th day of August 2025.

9
10 **MURDOCK & ASSOCIATES, CHTD.**

11 /s/ Robert E. Murdock, Esq.

12 Robert E. Murdock, Esq.

13 Nevada Bar No.: 4013

14 Sydney M. Koren, Esq.

15 Nevada Bar No.: 15291

16 521 South Third Street

17 Las Vegas, NV 89101

18 **LAW OFFICE OF DUSTIN R. MARCELLO, ESQ.**

19 Dustin Marcello, Esq.

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24 *Attorneys for Plaintiffs*

1 **COMPLAINT**

2 COMES NOW Plaintiff D.S. DOE, by and through her Attorneys in Fact Brenda Staffan and
3 Michaela Sweatt, and through her attorneys of record Robert E. Murdock, Esq. and Sydney M. Koren,
4 Esq. of Murdock & Associates, Chtd. and Dustin Marcello, Esq. of the Law Office of Dustin R.
5 Marcello, Esq. for her causes of action, alleges as follows:
6

7 **INTRODUCTION**

8 This matter relates to a sexual assault. Briefly, the victim was D.S. Doe. D.S. Doe was
9 sexually assaulted by “Resident 22”. They both lived at Cascades, a residential facility for groups.
10 Defendants were aware of (and even allowed) the predatory nature and sexual misconduct of
11 “Resident 22”. Instead of removing “Resident 22” from the facility after he allegedly sexually
12 assaulted his own wife, staff and other residents, and in some cases was extremely violent,
13 management of Cascades moved “Resident 22” to the “memory care” side—as they stated, to protect
14 the residents on the “assisted living” side of Cascades. In actuality, the move was designed to save
15 money and maintain occupancy rates. Of course, this move left the memory care residents
16 foreseeably vulnerable to the sexual misconduct and violence of Resident 22. And, as a result, D.S.
17 Doe, a memory care resident, was then sexually assaulted by “Resident 22”.
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20 This action asks for all damages allowed by Nevada law including but not limited to
21 compensatory damages, damages enhancement for neglect, and punitive damages for Defendants
22 conscious disregard of the rights and safety of Plaintiff.
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24 1. This Court has jurisdiction over this matter pursuant to Nev. Const. art. VI, § 6, as this
25 Court has original jurisdiction in all cases not assigned to the justices’ courts. This Court has subject
26 matter jurisdiction over this matter pursuant to NRS 4.370(1), as the matter in controversy exceeds
27 \$15,000, exclusive of attorney’s fees, interest, and costs.
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1 2. That at all times mentioned herein, D.S. Doe¹ was and is a resident of the State of
2 Nevada and Washoe County. Brenda Staffan and Michaela Sweatt are D.S. Doe’s attorneys in fact
3 and bring this action for D.S. Doe for all damages sustained due to the actions of Defendants. The
4 plaintiff shall be referred to herein as “Plaintiff D.S. Doe” for ease.

5 3. Defendant Christopher Gardner is a resident of the State of Nevada and Washoe
6 County. Upon information and belief, Mr. Gardner received his Health Services Executive License
7 in Nevada in June of 2023. At all times relevant hereto, Mr. Gardner was/is employed by Cascade
8 Living Group—Sparks LLC dba Cascades of the Sierra. As a Health Services Executive Licensee
9 for Cascade Living Group—Sparks LLC dba Cascades of the Sierra, Mr. Gardner performs in the
10 capacity of a Residential Facility Administrator and has a duty to ensure that Cascade Living Group—
11 Sparks LLC dba Cascades of the Sierra (and any other entities that control same) complies with all
12 applicable requirements of chapter 449 of NRS and chapter 449 of NAC and is responsible for the
13 oversight and direction of the members of the staff of the facility as necessary to ensure that the
14 residents of the facility receive needed services and protective supervision. Mr. Gardner manages,
15 supervises and is in general administrative charge of Cascade Living Group—Sparks LLC dba
16 Cascades of the Sierra, a residential facility for groups. He is legally responsible for the care of
17 residents and the daily operation of Cascade Living Group—Sparks LLC dba Cascades of the Sierra.
18 Mr. Gardner is not a “provider of healthcare” as that term is defined in NRS 41A.017.

19 4. Defendant Cascade Living Group—Sparks LLC dba Cascades of the Sierra
20 (hereinafter referred to as “Cascades of the Sierra”) is licensed as a Residential Facility for Groups
21 and does business at 275 Neighborhood Way, Spanish Springs, NV 89144. It also has endorsements
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27 ¹ Plaintiff is using the pseudonym “D.S. DOE” because of the sexual issues herein in order to protect
28 Plaintiff. Plaintiff will certainly disclose the name of Plaintiff to the Court. The Defendants are all
well-aware of her name.

1 to its license for memory care. It is a foreign entity licensed to do business in Nevada and doing
2 business in Nevada. It is not a provider of healthcare as such is defined by NRS 41A.

3 5. Defendants Cascade Living Group, Inc. Cascade Living Group Management LLC,
4 KRE-Tiger Cascades-Sierra LLC (hereinafter referred to as the “Cascade Entities”) each have some
5 relationship with Defendant Cascades of the Sierra and may own and/or manage Cascades of the
6 Sierra in some way applicable to this matter. Each of them is not a provider of healthcare as such is
7 defined by NRS 41A. Each of them is a foreign entity licensed to do business in Nevada and doing
8 business in Nevada. It is unknown what role each entity has with Cascades of the Sierra. Therefore,
9 any reference to Cascades of the Sierra herein shall also refer to the Cascade Entities. Upon a
10 determination of the exact role played, Plaintiff will seek to amend this Complaint to clarify same.
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12 6. In 2018 or so, Cascade Living Group Inc. received an “investment” from KKR & Co.,
13 Inc., a private equity firm. Upon information and belief, KKR & Co., Inc. has significant operational
14 involvement with its portfolio companies. However, it is unknown at this time whether KKR & Co.,
15 Inc. has such involvement herein with Cascade such that it is liable as well for the events herein
16 described. Plaintiffs will seek leave to amend this Complaint to clarify same.
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18 7. None of the Defendants herein is a “provider of healthcare” as that term is defined in
19 NRS 41A.017. Hence, none of the Defendants have any of the defenses or caps as set forth in NRS
20 41A.
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22 8. The true names and capacities, whether individual, corporate, associate, or otherwise,
23 of Defendants Does I through X are unknown to Plaintiff, who therefore sues said Defendants by
24 such fictitious names. Plaintiff is informed and believes and thereon alleges that each of the
25 Defendants designated herein as a Doe is negligently responsible in some manner for the events and
26 happenings herein referred to and negligently caused injury and damages proximately thereby to
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1 Plaintiff as herein alleged. Plaintiff will ask leave of court to amend this Complaint to insert the true
2 names and capacities of said Doe Defendants when same have been ascertained by Plaintiff, together
3 with the appropriate charging allegations, and to join such Defendants in this action.

4 9. The true names and capacities, whether individual, corporate, associate, or otherwise,
5 of Defendants Roe Corporations I through X are unknown to Plaintiff, who therefore sues said
6 Defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges that each
7 of the Defendants designated herein as a Roe Corporation is negligently responsible in some manner
8 for the events and happenings herein referred to and negligently caused injury and damages
9 proximately thereby to Plaintiff as herein alleged. Plaintiff will ask leave of court to amend this
10 Complaint to insert the true names and capacities of said Roe Corporation Defendants when same
11 have been ascertained by Plaintiff, together with the appropriate charging allegations, and to join such
12 Defendants in this action.

15 10. Defendants, and each of them, are jointly and severally liable for all damages.
16 Defendants, and each of them, acted as the agents of each other.

18 GENERAL ALLEGATIONS

19 11. Plaintiff repeats and re-alleges the allegations as contained in the preceding paragraphs
20 herein and incorporates same by reference.

21 12. Plaintiff D.S. Doe was at all times relevant hereto a resident of Defendant Cascades.

22 13. Plaintiff D.S. Doe was 84 years old at the time of this incident.

23 14. Historically, Plaintiff D.S. Doe was an elementary school teacher with a 40 year full
24 time career in the Ventura Unified School District and South Lake Tahoe schools. She taught 4th and
25 5th grade to over 5000 students during her career. In retirement, she continued to teach full and part
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1 time at St. Theresa's Catholic School, South Lake Tahoe Public Schools and gave private piano
2 lessons in her home.

3 15. D.S. Doe is a devout Catholic. She was raised Catholic and went to Catholic schools.
4 Grace was said at meals and her children all received the Catholic sacraments.

5 16. D.S. Doe had only one sexual partner in her life--her husband "Jimmy."

6 17. D.S. Doe and Jimmy were married for forty years until his death from cancer in 2001.

7 18. D.S. Doe and Jimmy had three children, Brenda, Michaela, and Diana.

8 19. Due to D.S. Doe's strict moral and Catholic beliefs, she neither re-married nor dated
9 any other man after Jimmy's death. The love between them was so great that since his passing, D.S.
10 Doe has kept Jimmy's ashes under her bed as a sign of their still being together.
11

12 20. Later in life, Plaintiff D.S. Doe was diagnosed with Alzheimer's disease and dementia.

13 21. She first moved to Cascades in "independent living". Then, as her disease became
14 more apparent, she needed to be moved to "assisted living", and then ultimately to "memory care"
15 for her protection. At least in memory care, Plaintiff D.S. Doe required protective supervision. This
16 was all at Cascades. While she still knows her three children, and has much of her long-term memory,
17 it is her short-term memory that is affected. She also has periods where she does not express herself
18 verbally. Yet, Plaintiff D.S. Doe still exercises daily and has a good affect.
19

20 22. Plaintiff and her three daughters chose Defendant Cascades of the Sierra as a place to
21 live and to protect their mother. Based upon what was told to them by Cascades, they believed it was
22 safe and secure and that Cascades would keep her protected and safe.
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24 23. Cascades was paid a rather large sum of money via the daughters for these living
25 arrangements and services which included protective supervision.
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1 24. Defendant Cascades of the Sierra is a senior living community situated at 275
2 Neighborhood Way in Spanish Springs, Nevada. Established in July 2009, the facility offered “a
3 continuum of care of living situations, including independent living, assisted living, memory care,
4 and respite care services.” In this way, Plaintiff D.S. Doe could basically live there for the rest of her
5 life.

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7 25. In various public statements, Cascade Living Group, Inc. has declared that “our
8 owners and senior management are aware of the day-to-day operations at each and every one of our
9 communities. The very short chain of command at Cascade means that our owners and senior
10 management are able to maintain a very hands-on approach, ensuring that all of our residents in all
11 of our communities are receiving the same high-quality lifestyle and care they deserve.”

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13 26. The values advertised by Cascades of the Sierra to the public and residents are: “Trust
14 and Respect, Kindness and Tolerance, Communication and Collaboration, Accountability and
15 Empowerment, and Doing the Right Thing.”

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17 27. As the Cascades of the Sierra website states: “Every decision—starts with “Is this the
18 right thing for our residents?””

19 28. Sadly, because Cascades was more interested in money than the safety and security of
20 their residents, the decisions made with respect to one individual were the wrong ones—over and
21 over. And those decisions impacted Plaintiff D.S. Doe in a horrific way.

22 29. That one individual is named Resident 22².
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27 ² Plaintiffs are using the term “Resident 22” because that is how he is identified in the investigation
28 by the State of Nevada. However, Plaintiffs and Defendants all know his real name. So as not to
cause any harm due to the issues involved, we have continued to use the State identifier. That said,
Plaintiff will provide the name to the Court or publicize his name should the Court mandate such.

1 30. Resident 22 was a 92-year-old man who entered Cascades of the Sierra with various
2 diagnoses himself and also with his wife.

3 31. Upon information and belief, his wife was in some type of “barely awake” state. She
4 was bedfast, and rarely (and barely) conscious or awake. Staff at Cascades believed that she was (at
5 one point) in a “vegetative state.”

6 32. Despite the wife’s issues, Resident 22 and his wife were in the assisted living part of
7 Cascades of the Sierra together.

8 33. From the time Resident 22 first entered assisted living at Defendant Cascades of the
9 Sierra there were problems with him of a sexual and/or violent nature.

10 34. For example, Resident 22 was seen found engaged in sex with his wife (who was
11 barely conscious) on several occasions. A caregiver from Cascades told authorities: “Resident 22’s
12 wife at one point was in a vegetative state. Staff would find her with her underwear off when she
13 was physically unable to take them off herself and resident 22 would be found having sex with his
14 wife in this state.”

15 35. Despite the fact that the wife could *probably* not legally consent, Cascades of the
16 Sierra and Gardner allowed this to go on and never contacted the authorities.

17 36. This is called rape and/or sexual assault, and it was allowed by Cascades and Gardner.

18 37. Upon information and belief, Mr. Gardner (a mandatory reporter) and others at
19 Cascades were well aware of same and did not take steps to halt this activity—which in actuality
20 would be considered sexual assault or rape (and/or abuse) as there could be no consent. In addition,
21 Gardener never contacted the authorities.

22 38. He did not do so in order for Cascades to keep getting income from Resident 22 (and
23 his family) and to keep occupancy rates up at Cascades.
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1 39. But it did not stop there as it should have. In fact, it got worse.

2 40. Resident 22 was observed masturbating by staff while his wife was being cleaned by
3 a staff member in the room.

4 41. Upon information and belief, Cascades and Gardner were aware of same but allowed
5 such sexual misconduct to continue.

6 42. This outrageous sexual behavior (or misbehavior as the case may be) was not limited
7 to Resident 22's wife.

8 43. Resident 22 grabbed female staff member's breasts. This was reported to Gardner but
9 he did nothing about it.

10 44. Resident 22 made inappropriate sexual comments to staff. This was reported to
11 Gardner but he did nothing about it.

12 45. Resident 22 made sexual comments about the bodies of staff members to staff and
13 residents alike. This was reported to Gardner but he did nothing about it.

14 46. One time, Resident 22 needed help putting on his pants and pushed a caregiver's head
15 into his lap and then proceeded to tell the caregiver graphically what he wanted to do sexually with
16 her. This was reported to Gardner but he did nothing about it.

17 47. Resident 22 would be sexual with female residents and Cascades staff members, where
18 he would rub up against female staff members' chest when he was being assisted and be sexual with
19 residents as well. This was reported to Gardner but he did nothing about it.

20 48. One time, Resident 22 began urinating in a trash can in his room. He requested a hug
21 from the caregiver and grabbed her breast. This was reported to Gardner but he did nothing about it.

22 49. Resident 22 also had a "relationship" with another woman resident (who had
23 significant dementia). Apparently, she thought Resident 22 was her spouse (who was deceased) and
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1 were having sexual relations. No one in administrative staff at Cascade, including Mr. Gardner,
2 thought this was a problem—but, upon information and belief, caregiving staff at Cascades did and
3 made such known and complained about such to Mr. Gardner and Administrative Staff. Again,
4 nothing was done by Gardner or anyone else at Cascades.

5 50. Upon information and belief based upon Official reports/notes, on or about June 17,
6 2024, a resident requested staff to call the police, stating that she had been raped by someone,
7 presumably by Resident 22. She repeated this statement for three hours to staff. Upon information
8 and belief, it appears nothing was done by Defendant Cascades and/or Gardner. Upon information
9 and belief, on June 18, 2024, the resident repeated that she had been sexually assaulted and wanted
10 to call her mother. It appears nothing was done by Defendant Cascades and/or Gardner. A few days
11 later, she repeated this. Defendant Gardner knew or should have known about this. Nothing was
12 done by Mr. Gardner or his staff.

13 51. Administrative Staff at Cascades of the Sierra and specifically Mr. Gardner knew (or
14 should have known) about the many sexual offenses committed by Resident 22 while at Cascades of
15 the Sierra.

16 52. Because of the conceded “short chain of command”, the owners of Cascade and the
17 entities related to Cascade, knew or should have known about this conduct. However, because
18 Cascade needed residents for finances, none did anything to remove Resident 22.

19 53. In addition to the sexual misbehavior by Resident 22, he was also violent and would
20 disappear.

21 54. For example, one time Resident 22 barricaded himself in his room and anytime staff
22 would try to enter, he would spray them with water from the shower. In addition, he threatened staff
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1 that if they tried to come in, he would throw feces on them. Nothing was done by Gardner or anyone
2 else at Cascades.

3 55. Another time he was found in another person's room and when he was asked to leave,
4 Resident 22 became angry, started to yell at Staff, assaulted and battered staff, and pulled Staff's hair.
5 Nothing was done by Gardner or anyone else at Cascades.
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7 56. He also threw juice and water on staff at dinner. Nothing was done by Gardner or
8 anyone else at Cascades.

9 57. Each one of these behaviors, and/or the behaviors added together, would have been a
10 proper basis to remove or evict Resident 22 from the facility via NAC 449.2708 and the rules of
11 Cascades.
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13 58. But Cascades did not want to lose the money that Resident 22 was paying. In addition,
14 because of reporting requirements to Cascade's sole institutional investor KKR & Co, Inc., Cascade
15 did not want to report negative issues and negative financials. Keeping Resident 22 would help to
16 allow Cascades to appear financially solvent. In addition, upon information and belief, KKR & Co,
17 Inc., has a "success based" compensation model and Cascades was incentivized to keep persons at
18 Cascades for rent monies and occupancy rates despite persons not being appropriate or safe for other
19 residents.
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21 59. Hence, Cascades and Gardner consciously disregarded the safety of its residents
22 (including but not limited to DS Doe).
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24 60. Rather than remove or evict Resident 22 from the premises to protect staff and
25 residents alike, defendant Gardner (and Cascades) merely moved Resident 22 to the memory care
26 side of Cascades of the Sierra. In this way, Cascades of the Sierra would not lose the monthly
27 payment by Resident 22. In fact, he would pay additional sums by being in memory care. This was
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1 a profit driven decision disregarding the safety of memory care residents, and specifically to D.S.
2 Doe.

3 61. Upon information and belief, Mr. Gardner made it clear to staff that Resident 22 was
4 being moved to memory care “to protect the residents on the assisted living side”.

5 62. But, of course, there were also residents on the memory care side. They were not
6 protected. And, in fact, they were placed in danger. These were vulnerable persons and their safety
7 was disregarded.
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9 63. And one of them was D.S. Doe.

10 64. Plaintiff D.S. Doe originally lived in assisted living but as her dementia became worse,
11 she moved into Memory Care.
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13 65. Plaintiff D.S. Doe had a private room at Defendant Cascades of the Sierra in the
14 memory care side of the facility. In her room, Plaintiff D.S. Doe kept a crucifix above her bed on the
15 wall and Jimmy’s ashes under her bed. There was a Bible on her bookshelf and had Rosaries in her
16 room. *This was her home.*
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18 66. But it could not be locked for her own protection given her dementia and thus she
19 relied upon Cascades and Gardner to protect her and keep her secure. Cascades and Gardner failed.

20 67. On the night and/or early morning of July 5, 2024, Resident 22 left his room and
21 entered Plaintiff D.S. Doe’s private room--and bed.

22 68. Resident 22 removed D. S. Doe’s undergarments and sexually assaulted her.

23 69. A caregiver of Defendant Cascades of the Sierra came in at about 5:15 am and found
24 Defendant Resident 22, naked, on top of D.S. Doe, rubbing her genitals.
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26 70. The caregiver observed that D.S. Doe’s legs were open, and Resident 22’s hand was
27 in between her legs and he was rubbing her vaginal area.
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1 71. When caught, Resident 22 became verbally aggressive and combative. Resident 22
2 struck the caregiver in the face twice and rammed his walker against her multiple times.

3 72. Instead of calling the police right away, and/or contacting the family of D.S. Doe,
4 Gardner (and/or other administrative staff) delayed this and waited for a discussion with “corporate.”

5 73. Yet, Gardner (and/or Administrative staff at Cascades) contacted Resident 22’s son
6 and he showed up and was allowed to speak with Resident 22 knowing the serious allegations.

7 74. Ultimately, over five hours after the incident, the police were called.

8 75. Ultimately, over five hours after the incident, D.S. Doe’s family was called.

9 76. Instead of calling them right away to advise them that their mother had been sexually
10 assaulted so they could come comfort their mother, and help their mother, Cascades failed to notify
11 them for over five hours. This was further victimization of D.S. Doe by Cascades.
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13 77. When D.S. Doe’s daughter came in, the first thing she saw was that D.S. Doe was
14 wearing a white T-Shirt with what appeared to be a “coffee” stain on it.
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16 78. Upon information and belief, that T-Shirt was Resident 22’s. A staff member of
17 Cascades of the Sierra placed it on D.S. Doe after the sexual assault.
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19 79. Thus, D.S. Doe was wearing the shirt of her attacker for hours. This was even more
20 victimization of D.S. Doe by Cascades. Upon her daughter being called and coming to Cascades, she
21 instructed a caregiver to remove it and replace it with a clean shirt of D.S. Doe.
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23 80. D.S. Doe was not the type of person who would engage in consensual sexual acts with
24 Resident 22. In fact, the wellness director of Defendant Cascades of the Sierra told the police that
25 Plaintiff D.S. Doe “would not consent to sexual acts from another resident.” She went on to elucidate
26 that Plaintiff D.S. Doe “was conservative, a devout Catholic, and choir director who does not interact
27 with any male resident in a sexual manner.”
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1 81. After this incident, D.S. Doe left the facility to be with and be comforted by family.

2 82. After the incident, D.S. Doe seemed to be in shock. For the next four days or so, D.S.
3 Doe began mumbling with her eyes closed, looked physically sore and tired, was very weak, barely
4 ate, and slept most of the time. She frequently asked her daughters if the door was locked. She was
5 afraid of an “evil man”. She was fearful. To put it mildly, D.S. Doe was victimized by Resident 22
6 and Defendants.

7
8 83. However, incredibly, after the incident, Resident 22 was allowed to remain at
9 Cascades *albeit for a short time*.

10 84. The very next day (after the sexual assault), Resident 22 had an outburst wherein he
11 punched staff and attempted to kick staff. 911 was called and Resident 22 was handcuffed and sent
12 to the ER. At this time, Resident 22 and his family were told that he would not be allowed back
13 because “it is not safe for residents and staff.”

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15 85. Cascades and Gardner knew that it wasn’t safe for residents (or staff) when Cascades
16 and Gardner moved him to memory care, but Cascades and Gardner moved him anyway for financial
17 reasons. The actions of Resident 22 were foreseeable. Hence, the sexual assault of D.S. Doe was a
18 direct and proximate result, or a substantial factor of the actions, of Cascades and Gardner.

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20 86. These actions by Cascades and Gardner were reckless, willful, wanton and done with
21 implied malice such that there was a conscious disregard for the rights and safety of others and
22 specifically, D.S. Doe. Their actions were outrageous and the remedy of punitive damages is
23 requested.

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25 87. None of the Defendants herein are “providers of healthcare” as that phrase is defined
26 in NRS 41A.017.

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88. Defendants and each of them failed to protect D.S. Doe after being on constructive and/or actual notice of Resident 22's behavior toward residents and staff.

89. Gardner violated NAC 449.194(1), NAC 449.194(4), NAC 449.199, NAC 449.268, NAC 449.2708, NAC 449.2732, NAC 449.2751, NAC 449.2754, NRS 200.5092(5) and thus the issue of duty and breach has been established.

90. Cascades violated NAC 449.259, NAC 449.260, NRS 200.5093, NAC 449.2702, NAC 449.2706, NAC 449.2708, NAC 449.274 and thus the issue of duty and breach has been established.

FIRST CAUSE OF ACTION
(Negligence)

91. That Plaintiff hereby repeats and re-alleges those allegations contained in the preceding paragraphs of this Complaint as though the same were fully set forth at length herein.

92. Defendants and each of them owed Plaintiff D.S. Doe a duty of care.

93. Defendants and each of them, as above described, breached that duty and, as a proximate result of, or as substantial factor of such, Plaintiff D.S. Doe was injured.

94. As a result thereof, Plaintiff is entitled to all damages as are allowed by law. Plaintiff suffered general and special damages.

95. As a direct and proximate result of the aforesaid negligence of Defendants, Plaintiff suffered serious and disabling injuries, both physical and mental in nature, together with other losses in an amount in excess of \$15,000.00.

96. It has been necessary for Plaintiff to retain the services of an attorney to pursue this matter, and therefore, Plaintiff is entitled to reasonable attorney's fees and costs as damages in this action.

SECOND CAUSE OF ACTION
(Neglect (NRS 41.1395))

97. That Plaintiff hereby repeats and re-alleges those allegations contained in the preceding paragraphs of this Complaint as though the same were fully set forth at length herein.

98. Defendants, and each of them, assumed legal responsibility and/or a contractual obligation to care for Plaintiff D.S. Doe and were entrusted with her health and safety.

99. Plaintiff D.S. Doe is an older person and a vulnerable person.

100. Defendants and each of them failed to provide services within the scope of their responsibility or obligation necessary to maintain the physical or mental health and physical safety of Plaintiff D.S. Doe.

101. As a result thereof, Plaintiff is entitled to all damage enhancements as are allowed by law via NRS 41.1395.

Additional Remedy of Punitive Damages as to All Defendants
(NRS 42.005 et seq.)

1. That Plaintiff hereby repeats and re-alleges those allegations contained in the preceding paragraphs of this Complaint as though the same were fully set forth at length herein.

2. That the conduct of Defendants, and each of them, rises to the level of conscious disregard for the safety of others, and implied malice as those terms are defined in NRS 42.005 et seq.

3. That the acts and omissions of Defendants and each of them, as described above, were reckless, oppressive, malicious, and done with implied malice and with a conscious disregard for the safety of others warranting an award of punitive damages to punish Defendants and each of them.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, jointly and severally, as set forth below:

1. For general damages in excess of Fifteen Thousand Dollars (\$15,000.00);
2. For special damages, as set hereinabove, in excess of Fifteen Thousand Dollars (\$15,000.00);
3. For punitive damages in excess of \$15,000;
4. For the enhancement of damages per NRS 41.1395;
5. For attorney's fees and costs;
6. For pre-judgment and post-judgment interest; and
7. For such other and further relief as the Court deems just and proper.

AFFIRMATION (Pursuant to NRS 239B.030)

The undersigned does hereby affirm that the preceding document DOES NOT contain the social security number of any person.

DATED this 18th day of August 2025.

MURDOCK & ASSOCIATES, CHTD.

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