

CIVIL COVER SHEET **A-10-614643-C**

Clark County, Nevada

Case No. _____
(Assigned by Clerk's Office)

IX

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I. Party Information

Plaintiff(s) (name/address/phone): Victoria Seaman

Defendant(s) (name/address/phone): Peccole Ranch Community Association

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Attorney (name/address/phone):

Claggett & Associates, 8751 West Charleston Blvd., Ste. 220, Las Vegas, Nevada 89117

Attorney (name/address/phone):

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II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

Arbitration Requested

Civil Cases

Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence <input type="checkbox"/> Negligence - Auto <input type="checkbox"/> Negligence - Medical/Dental <input checked="" type="checkbox"/> Negligence - Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence - Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition

Probate	Other Civil Filing Types	
Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment - Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- | | | |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

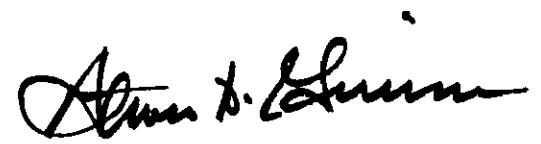
April 19, 2010

/s/ William T. Sykes

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Date

Signature of initiating party or representative



CLERK OF THE COURT

1 **COMP**
2 Sean K. Claggett, Esq.
3 Nevada Bar No. 008407
4 William T. Sykes, Esq.
5 Nevada Bar No. 009916
6 **CLAGGETT & ASSOCIATES**
7 8751 W. Charleston Blvd., Ste, 220
8 Las Vegas, Nevada 89117
9 (702) 655-2346 – Telephone
10 (702) 655-3763 – Facsimile
11 sclaggett@claggettlaw.com
12 wsykes@claggettlaw.com

13 *Attorneys for Plaintiff*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 VICTORIA SEAMAN, an Individual,)
17)
18 Plaintiff,)
19)
20 v.)
21)
22 PECCOLE RANCH COMMUNITY)
23 ASSOCIATION, a Nevada corporation)
24 company; ROE LANDSCAPER I;)
25 DOES I-X; and ROE CORPORATIONS)
26 I-X,)
27)
28 Defendants.)

CASE NO.: A - 10 - 614643 - C

DEPT. NO.: I X

29 **COMPLAINT**

30 COMES NOW, Plaintiff, VICTORIA SEAMAN, by and through her attorneys of record,
31 Sean K. Claggett, Esq. and William T. Sykes, Esq., of the law firm of CLAGGETT &
32 ASSOCIATES, for her causes of action against Defendants PECCOLE RANCH COMMUNITY
33 ASSOCIATION, ROE LANDSCAPER I, DOES I through X, ROE CORPORATIONS I through X,
34 and each of them, and alleges as follows:
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CLAGGETT & ASSOCIATES
8751 W. Charleston Boulevard, Suite 220
Las Vegas, Nevada 89117
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1 1. At all times relevant herein, Plaintiff, VICTORIA SEAMAN (hereinafter the
2 “Plaintiff” or “Ms. Seaman”) was and is a resident of Clark County, Nevada.

3 2. At all times relevant herein, Defendant, PECCOLE RANCH COMMUNITY
4 ASSOCIATION (hereinafter the “Defendant” or “Peccole Ranch”), was and is a Nevada non-profit
5 corporation duly formed and doing business in Clark County, Nevada.
6

7 3. At all times relevant herein, Defendant, ROE LANDSCAPER I (hereinafter the the
8 “Landscape”), was and is a Nevada entity duly formed and doing business in Clark County,
9 Nevada. ROE LANDSCAPER I was the landscaping and/or maintenance company responsible for
10 maintaing the sprinkler system and landscape surrounding the bike path where the Plaintiff was
11 injured.
12

13 4. That the true names or capacities, whether individual, corporate, association or
14 otherwise, of Defendants DOES I through X, and ROE CORPORATIONS I through X, are
15 unknown to Plaintiff, who therefore sue said Defendants by such fictitious names: Plaintiff is
16 informed and believe and therefore allege that each of the defendants designated herein as DOE and
17 ROE CORPORATION are responsible in some manner for the events and happenings referred to
18 and caused damages proximately to the Plaintiff as herein alleged, and that Plaintiff will ask leave of
19 this Court to amend this Complaint, to insert the true names and capacities of DOES I through X,
20 and ROE CORPORATIONS I through X, when the same have been ascertained and to join such
21 Defendants in this action.
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23 **FIRST CLAIM FOR RELIEF**

24 **(Negligence –Premises Liability)**

25 **Against Peccole Ranch**

26 5. The Plaintiff repeats and realleges the allegations contained in the preceding
27 paragraphs herein, and incorporate the same herein by reference.
28

1 6. On or about May 22, 2008, the Plaintiff was riding her bike along “greenbelt”
2 pathway in the Peccole Ranch community. The Plaintiff turned a corner on the path and her bike
3 suddenly slid on standing water that had been caused by sprinklers flooding the pathway. The
4 Plaintiff crashed to the ground on her bike.

5 7. Security guards reported to the scene and witnessed the Plaintiff on the ground with
6 her bike. One of the security guards stated that he recently fell in the same area on his bike.

7 8. The Plaintiff was transported to Urgent Care at UMC for her injuries.

8 9. The Defendant had a duty to maintain reasonably safe common areas in the Peccole
9 Ranch area, including the bike paths. The bike path traveled by the Plaintiff was flooded and
10 contained standing water, creating a hazardous condition for residents and guests riding their bikes
11 on said path. The bike path had also been flooded in that area before, according to the statements of
12 at least one security guard.

13 10. The Defendant, through its employees and/or agents had notice of the dangerous
14 condition. Particularly, one of the security guards hired and/or retained by the Defendant had fallen
15 in the same area before due to the standing water.

16 11. The Defendant breached its duty by failing to repair, fix, maintain or otherwise
17 remedy any defects in the sprinkler system, landscaping or plumbing that caused the bike pathway to
18 flood on multiple occasions.

19 12. As a direct and proximate result of the aforesaid negligence and carelessness of said
20 Defendants, the Plaintiff was injured, receiving injuries to her knees, back and other injuries to the
21 tissue, bones and joints of her body. Plaintiff thereby experienced great pain, and anxiety to her
22 body and mind, sustaining injuries and damages in the sum in excess of \$10,000.00.

23 13. As a further direct and proximate result of the aforesaid negligence and carelessness
24 of said Defendants, Plaintiff has incurred damages, both general and special, including medical
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1 expenses as a result of the necessary treatment of her injuries, and will continue to incur damages for
2 future medical treatment necessitated by incident-related injuries she has suffered.

3 14. As a further proximate result of the aforementioned negligence and carelessness of
4 said Defendants, the Plaintiff was required to, and did, employ physicians, surgeons, and other
5 health care providers to examine, treat, and care for her and did incur medical and incidental
6 expenses thereby. The exact amount of such expenses is unknown at this present time, but Plaintiff
7 alleges that she has suffered special damages in excess of \$10,000.00.
8

9 15. The actions of the Defendants have forced the Plaintiff to retain counsel to represent
10 her in the prosecution of this action, and she is therefore entitled to an award of a reasonable amount
11 as attorney fees and costs of suit.
12

13 **SECOND CLAIM FOR RELIEF**

14 **(Negligence)**

15 **Against Roe Landscaper I**

16 16. The Plaintiff repeats and realleges the allegations contained in the preceding
17 paragraphs herein, and incorporate the same herein by reference.

18 17. On or about May 22, 2008, the Plaintiff was riding her bike along “greenbelt”
19 pathway in the Peccole Ranch community. The Plaintiff turned a corner on the path and her bike
20 suddenly slid on standing water that had been caused by sprinklers flooding the pathway. The
21 Plaintiff crashed to the ground on her bike.
22

23 18. Roe Landscaper I had a duty to maintain the sprinkler systems on the bike paths in
24 Peccole Ranch. Said duty included the duty to insure that the sprinklers did not flood the pathways
25 frequented by residents and guests.

26 19. Roe Landscaper I breached this duty by failing to properly maintain, repair or replace
27 the defective, malfunctioning or improperly installed sprinkler systems located near the area in
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1 question. The bike path traveled by the Plaintiff was flooded and contained standing water, creating
2 a hazardous condition for residents and guests riding their bikes on said path. The bike path had also
3 been flooded in that area before, according to the statements of at least one security guard.

4 20. The Defendant, through its employees and/or agents had notice of the dangerous
5 condition. Particularly, upon information and belief Roe Landscaper maintained the landscaping on
6 a weekly, bi-weekly or monthly basis, and would or should have noticed any unusual flooding from
7 the sprinkler systems. Further, one of the security guards hired and/or retained by the Defendant had
8 fallen in the same area before due to the standing water.

9
10 21. The Defendant breached its duty by failing to repair, fix, maintain or otherwise
11 remedy any defects in the sprinkler system, landscaping or plumbing that caused the bike pathway to
12 flood on multiple occasions.

13
14 22. As a direct and proximate result of the aforesaid negligence and carelessness of said
15 Defendants, the Plaintiff was injured, receiving injuries to her knees, back and other injuries to the
16 tissue, bones and joints of her body. Plaintiff thereby experienced great pain, and anxiety to her
17 body and mind, sustaining injuries and damages in the sum in excess of \$10,000.00.

18 23. As a further direct and proximate result of the aforesaid negligence and carelessness
19 of said Defendants, Plaintiff has incurred damages, both general and special, including medical
20 expenses as a result of the necessary treatment of her injuries, and will continue to incur damages for
21 future medical treatment necessitated by incident-related injuries she has suffered.

22 24. As a further proximate result of the aforementioned negligence and carelessness of
23 said Defendants, the Plaintiff was required to, and did, employ physicians, surgeons, and other
24 health care providers to examine, treat, and care for her and did incur medical and incidental
25 expenses thereby. The exact amount of such expenses is unknown at this present time, but Plaintiff
26 alleges that she has suffered special damages in excess of \$10,000.00.
27
28

1 25. The actions of the Defendants have forced the Plaintiff to retain counsel to represent
2 her in the prosecution of this action, and she is therefore entitled to an award of a reasonable amount
3 as attorney fees and costs of suit.

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5 **THIRD CLAIM FOR RELIEF**
6 **(Negligent Hiring, Training and Supervision)**

7 **Against All Defendants**

8 26. The Plaintiff repeats and realleges the allegations contained in the preceding
9 paragraphs herein, and incorporate the same herein by reference.

10 27. The Defendants had a duty to exercise due care in the selection, training, supervision,
11 oversight, direction, retention and control of their employees and/or agents, retained by them to
12 perform and provide security, maintenance and/or landscaping services.

13 28. The Defendants breached the above-referenced duty when they negligently,
14 carelessly, and recklessly hired, trained, supervised, oversaw, directed and/or retained certain
15 security, maintenance and/or landscaping employees to be identified at a later date.

16 29. The Defendants were the masters and/or principals of said employees.

17 30. Upon information and belief, certain security and landscaping employees had actual
18 notice and knowledge of the flooded bike path, but may have failed to notify the requisite
19 maintenance or repair personnel.

20 31. Upon information and belief, the Defendants failed and/or refused to properly hire,
21 train, retain and supervise certain security, maintenance and/or landscaping employees.

22 32. As a direct and proximate result of the Defendants' negligent hiring, training,
23 supervision and retention, the Plaintiff suffered damages in excess of Ten Thousand Dollars and no
24 Cents (10,000.00).
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1 33. The actions of Defendants have forced the Plaintiff to retain counsel to represent her
2 in the prosecution of this action, and she is therefore entitled to an award of reasonable attorney fees
3 and costs of suit..

4 WHEREFORE, Plaintiff, VICTORIA SEAMAN, expressly reserving her right to amend her
5 Complaint at the time of trial, to include all items of damage not yet ascertained, demands judgment
6 against Defendants, PECCOLE RANCH COMMUNITY ASSOCIATION, ROE LANDSCAPER I,
7 DOES I through X, and ROE CORPORATIONS I through X inclusive and each of the defendants as
8 follows:
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10 1. For Plaintiff, general damages, for physical injury, pain and suffering caused by this
11 incident, in an amount in excess of \$10,000.00, exclusive of interest and costs;

12 2. For Plaintiff, special damages for medical bills incurred, in an amount to be set forth
13 and proven specifically at the time of trial herein;

14 3. For Plaintiff, special damages in the form of attorney's fees and costs which are the
15 direct and proximate cause of the Defendant's conduct in an amount to be set and proven at the time
16 of trial.

17 4. For costs of suit incurred herein, including a reasonable sum as and for attorney fees,
18 and for interest from the date of filing of this complaint; and
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5. For such other relief as to the Court seems just and proper.

DATED this 19th day of April, 2010.

CLAGGETT & ASSOCIATES

/s/: William T. Sykes

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