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12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF NEVADA, NEVADA**

14 ALLSTATE INSURANCE COMPANY,
15 ALLSTATE PROPERTY & CASUALTY
16 INSURANCE COMPANY, ALLSTATE
17 INDEMNITY COMPANY, and ALLSTATE
18 FIRE & CASUALTY INSURANCE
19 COMPANY,

20 Plaintiffs,

21 v.

22 OBTEEN N. NASSIRI, an individual; and
23 MED ED LABS, a domestic nonprofit
24 corporation, as the alter ego of OBTEEN N.
25 NASSIRI.

26 Defendant.

CASE NO.: 2:20-cv-00425-JCM-DJA

RELATED CASE NO. 2:08-cv-00369-JCM-
GWF

FIRST AMENDED COMPLAINT

27 Pursuant to Federal Rule of Civil Procedure 15(a)(B) (Amending as a Matter of Course
28 within 21 days after service of a motion under Rule 12(b)) and 15(c)(1)(B) (Relation back where
the claims arise out of the conduct, transaction, or occurrence set out – or attempted to be set out –
in the original pleading), Plaintiffs Allstate Insurance Company, Allstate Property & Casualty
Insurance Company, Allstate Indemnity Company, and Allstate Fire & Casualty Insurance
Company (collectively “Plaintiffs” or “Allstate”) hereby submit this First Amended Complaint

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1 against Defendants Obteen N. Nassiri and Med Ed Labs, as the alter-ego of Obteen N. Nassiri and
2 allege as follows:

3 **INTRODUCTION**

4 1. This is an action for declaratory judgment arising from the enforcement of the two
5 judgments against Obteen N. Nassiri (“Nassiri”) in case no. 2:08-cv-00369-JCM-GWF.

6 2. The underlying lawsuit arose from Fraud and Intentional Misrepresentation,
7 Conspiracy to Defraud, State and Federal RICO Violations, on the part of Nassiri, and other
8 defendants perpetuated against Allstate.

9 3. Nassiri was found liable via Jury Verdict for the aforementioned causes of action,
10 as well as punitive damages.

11 4. The Court entered two judgments against Nassiri. The first judgment entered on
12 September 10, 2013 was based on the Jury Verdict while a second judgment entered on April 11,
13 2014, was based on an award of Attorney Fees and Costs.

14 5. Even before these judgments, Nassiri set up various medical companies from which
15 to conduct business and earn income. Each of the companies Nassiri set up was instituted through
16 a straw man so that Nassiri’s name was not listed on official paperwork. However, Nassiri was the
17 sole controlling person for each of these companies, handled all business, performed all marketing
18 and controlled all finances. Nassiri referred to himself as “the business” for each of these entities
19 on various occasions. This was done for the express purposes of attempting to make himself
20 judgment proof for eventual jury verdict and attorney’s fees award he knew was coming.

21 6. Despite not being publicly listed as an officer, Nassiri is the sole operator of Med
22 Ed Labs, and has been using Med Ed Labs to conceal his assets from Allstate’s collection efforts.
23 Nassiri used Joshua Johnston, the only publicly listed officer, as a straw man to conceal his
24 involvement with Med Ed Labs. Yet, Nassiri is Med Ed Labs and Med Ed Labs is Obteen Nassiri.

25 7. Med Ed Labs’ listing on GovTribe.com, a website for seeking federal grant
26 opportunities, lists Obteen Nassiri as the only contact.

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1 8. Plaintiffs seek a declaration that Med Ed Labs is the alter ego and/or reverse alter
2 ego of Obteen N. Nassiri and that Med Ed Labs is liable to Plaintiffs for the entirety of the two
3 judgments against Nassiri entered in case no. 2:08-cv-00369-JCM-GWF.

4 **THE PARTIES, JURISDICTION AND VENUE**

5 9. Plaintiff, Allstate Insurance Company, is a corporation incorporated under the laws
6 of the state of Illinois, with its principal place of business in Illinois.

7 10. Plaintiff, Allstate Property & Casualty Insurance Company, is a corporation
8 incorporated under the laws of the state of Illinois, with its principal place of business in Illinois.

9 11. Plaintiff, Allstate Indemnity Company, is a corporation incorporated under the laws
10 of the state of Illinois, with its principal place of business in Illinois.

11 12. Plaintiff, Allstate Fire & Casualty Insurance Company, is a corporation incorporated
12 under the laws of the state of Illinois, with its principal place of business in Illinois.

13 13. Defendant Med Ed Labs is a domestic nonprofit corporation under the laws of the
14 state of Nevada, with its principal place of business in Nevada. Despite public filings to the
15 contrary, upon information and belief, this company is owned and solely operated by Obteen
16 Nassiri. Med Ed Labs is the Alter-Ego of Obteen Nassiri.

17 14. Defendant Obteen Nassiri (“Nassiri”) is a competent adult, a resident and citizen of
18 Nevada.

19 15. Pursuant to 28 U.S.C. § 2201(a), this Court may issue a declaratory judgment.

20 16. Pursuant to 28 U.S.C. §1367(a), this Court has supplemental jurisdiction over
21 Plaintiffs’ Civil Conspiracy claim as it is related to Plaintiffs’ declaratory relief claim.

22 17. Alternatively, there is complete diversity among the parties, and the amount in
23 controversy, \$8,699,298.78, exclusive of interest and costs, exceeds \$75,000. Accordingly,
24 jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(a).

25 18. All defendants reside in the State of Nevada, in the District of Nevada. For this
26 reason, venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1). Further a substantial part
27 of the events or omissions giving rise to this claim occurred in this District, therefore venue is also
28 proper in this Court pursuant to 28 U.S.C. §1391(b)(2).

FACTUAL ALLEGATIONS

19. On March 20, 2008, Allstate filed case no. 2:08-CV-00369 in the United States District Court, District of Nevada, against Nassiri, and others, for among other claims violations of the Racketeering Influenced and Corrupt Organizations Act (18 USC § 1962), Nevada State RICO violations (NRS 207.400), fraud, conspiracy to defraud, unjust enrichment/constructive trust, and declaratory relief.

20. After a trial on the merits and based upon jury verdict finding for Plaintiffs, a judgment was entered in favor of Plaintiffs and against Defendants in case no. 2:08-CV-00369 in the total amount of \$7,116,603.25, plus accruing interest on September 10, 2013.¹

21. This Court entered a second judgment for attorney fees, costs, and applicable pre-judgment interest totaling \$1,582,695.53 on April 11, 2014.

22. On November 12, 2014, Allstate obtained a Writ of Execution on the first judgment against Nassiri as Judgment Debtor. On January 25, 2019, Allstate obtained a second Writ of Execution, this time on both judgments.

23. As of March 7, 2014, Nassiri claimed that he had no occupation and had not received income from any source in the past year. Nassiri further claimed that neither he nor his wife worked or received any income to support themselves or their five minor children. Instead, Nassiri claimed that his wife’s grandparents paid all of the Nassiri’s expenses, while living in the Nassiri’s home.

24. However, Allstate discovered that Nassiri had been secretly operating medical companies he set up through straw men for the purposes of concealing assets from Allstate to avoid paying the fraud/RICO judgment.

25. On July 28, 2015, Allstate filed case no. 2:15-CV-01434 in the United States District Court, District of Nevada, against Nassiri, and others, for violations of the Nevada Uniform Fraudulent Transfers Act (Nev. Rev. Stat. §§ 112.140, et. seq.) (“UFTA Action”).

¹ A small portion of this first Judgment is not made against Nassiri, but against one or more of his co-defendants.

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1 26. The allegations in case no. 2:15-CV-01434 stemmed from Nassiri's use of
2 Advanced Med LLC as a conduit to conceal money/revenue from his creditors and Green Tree
3 Services, LLC as the successor entity to the business interests of Advanced Med LLC.

4 27. The parties in case no. 2:15-CV-01434 reached a settlement and the case was
5 dismissed on April 18, 2018. However, during the litigation and after Advanced Med LLC was
6 discovered, Nassiri shifted assets and business over to a new company Med Ed Labs, Inc.

7 28. Upon information and belief, Nassiri started Med Ed Labs to continue his work in
8 the medical community following the revocation of his Nevada chiropractic license.

9 29. Upon information and belief, Nassiri uses Med Ed Labs' finances to conceal his own
10 assets and income which would be collectable pursuant to the two Judgments entered in case no.
11 2:08-CV-00369.

12 30. On August 12, 2015, (During the time of the UFTA action) Med Ed Labs filed
13 formation documents with the Nevada Secretary of State. Although Med Ed Labs lists Joshua
14 Johnston as its officers, the listed address of 7345 S. Durango Boulevard #B--107 Las Vegas, NV
15 89126, has been tied to various other businesses owned and/or operated and/or affiliated with
16 Obteen Nassiri.

17 31. Joshua Johnston was also the publicly identified managing member of other Nassiri
18 front organization, Green Tree Services, LLC.

19 32. Green Tree Services operated under the d/b/a name of Med Ed Labs before Med Ed
20 Labs became its own non-profit corporation.

21 33. Upon information and belief, Med Ed Labs has intentionally named Mr. Johnston in
22 order to conceal its relationship to Obteen Nassiri.

23 34. Upon information and belief, Med Ed Labs' sole publicly identified officer Joshua
24 Johnston, has no background, education, training or experienced in any way related to the medical
25 field in general or any of the work/services performed or invoiced by Med Ed Labs. Johnston
26 performs no work for the company and has no actual responsibility.

27 35. Prior to becoming the managing member of Nassiri's prior front organization, Green
28 Tree Services, LLC, Joshua Johnston was employed by Obteen Nassiri's father-in-law, Jim

1 Anderson through Anderson's company RSI Builders. Upon information and belief, Johnston
2 continues to work in the construction/building industry and does no actual work for Med Ed Labs.

3 36. Despite claiming that he has no income or assets, Obteen Nassiri continues to enjoy
4 the same standard of living and lifestyle that he maintained prior to the two judgments against him
5 for RICO violations and attorney fees and costs in 2:08-CV-00369.

6 37. Upon information and belief, the prior Nassiri front organization, Green Tree
7 Services, LLC began operating under the fictitious firm name Med Ed Labs on or about February
8 2015.

9 38. On August 12, 2015, Green Tree Services, LLC through its managing member
10 Joshua Johnston, filed incorporation documents with the Nevada Secretary of State to make Med
11 Ed Labs a non-profit corporation. Joshua Johnston is publicly listed as the President, Secretary,
12 Treasurer and Director of Med Ed Labs on the Nevada Secretary of State's entity search.

13 39. Med Ed Labs' listing on GovTribe.com, a website for seeking federal grant
14 opportunities, lists Obteen Nassiri as the only contact.

15 40. The Nevada entity search results for Med Ed Labs also identify Joshua Johnston's
16 address, as well as Med Ed Labs' place of business, as 7345 S. Durango Boulevard# 107 Las Vegas,
17 NV 89126. This is the same Nassiri-affiliated address that Green Tree Services, LLC attempted to
18 conceal in amended Secretary of State filings.

19 41. Green Tree Services, LLC closed its fictitious name filing for Med Ed Labs in August
20 2015.

21 42. Despite his publicly identified affiliation as the sole officer of Med Ed Labs, Joshua
22 Johnston identifies himself on social media and business networking websites as a construction
23 project manager with no medical experience or affiliation whatsoever.

24 43. Upon information and belief, Med Ed Labs (the nonprofit Corporation) is the
25 successor of other Nassiri front organizations, Advanced Med, Green Tree Services, LLC d/b/a
26 Advanced Med, Green Tree Services, LLC d/b/a West Coast Medical Training Centers and Green
27 Tree Services, LLC d/b/a Med Ed Labs.

28

1 44. Nassiri is the sole person who sends out invoices to customers on behalf of Med Ed
2 Labs.

3 45. Upon information and belief Nassiri has the sole authority to make deposits into
4 Med Ed Labs' bank account(s) with Chase Bank and/or other financial institutions.

5 46. Upon information and belief, Nassiri has sole authority and discretion to make
6 withdrawals and/or payments from Med Ed Labs' bank account(s) with Chase Bank and/or other
7 financial institutions.

8 47. Nassiri has unrestricted access to Med Ed Labs' bank account(s) with Chase Bank
9 and/or other financial institutions.

10 48. Upon information and belief, Nassiri has sole authority over Med Ed Labs' credit
11 card(s).

12 49. Upon information and belief, Nassiri has sole discretion over all of Med Ed Labs'
13 finances, despite the use of a Joshua Johnston as a straw man for public disclosures.

14 50. In Nassiri's prior schemes, he set up other front companies to hide assets.

15 a. One such company, Advanced Med, LLC, Nassiri used Faa Foi Tuitama as
16 the straw man.

17 b. Tuitama had no prior experience in any medical field and was not involved
18 in the day to day of Advanced Med, LLC.

19 c. Advanced Med, LLC had a credit card in Tuitama's name, however, Tuitama
20 was not the one using the credit card. Upon information and belief, Nassiri
21 was the only person to use Tuitama's Advanced Med credit card.

22 d. Tuitama and Nassiri opened a bank account at the Chase Bank near Nassiri's
23 address for Advanced Med, LLC in Tuitama's name. Upon information and
24 belief, Nassiri was the only person to use the funds in that account.

25 e. Tuitama agreed to be Nassiri's straw man for Advanced Med, LLC with no
26 experience in the medical field as Nassiri told him that, "it would be good
27 for his family."
28

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- 1 f. Despite having Advanced Med’s credit card and bank account in Tuitama’s
- 2 name, Tuitama did not get to see Advanced Med’s internal financial
- 3 documents or tax returns.
- 4 g. Tuitama never checked the Chase Bank account, nor was he expected to
- 5 check on it, as the only thing Nassiri needed was Tuitama’s name.
- 6 h. Occasionally, Nassiri would bring documents to Tuitama’s house and ask
- 7 Tuitama to sign them.
- 8 i. Nassiri would pay Tuitama \$200 occasionally to serve in this role as straw
- 9 man.
- 10 51. Upon information and belief, Nassiri is using Joshua Johnston in the same manner
- 11 with respect to Med Ed Labs.
- 12 52. In 2017, Nassiri entered into a settlement agreement with Allstate with respect to
- 13 the UTFA action. As part of that settlement agreement, Nassiri promised to begin
- 14 repayment of the two judgments (the RICO jury verdict and the attorney’s fees
- 15 award) beginning in April 2018.
- 16 53. Throughout 2018 and 2019, Nassiri engaged in what can only be described as sham
- 17 attempts to pay his debt to Allstate.
- 18 54. Nassiri scheduled a meeting with Allstate to present a monthly payment figure
- 19 claiming that his income was only \$3,000 per month. However, in the same
- 20 meeting, Nassiri explained that Med Ed Labs generates more than \$20,000 in net
- 21 revenue per month and that he is Med Ed Labs
- 22 55. Nassiri stated that he was using Med Ed Labs’ revenue to repay the loan he took out
- 23 from family members that Nassiri used to pay the UFTA settlement agreement.
- 24 56. During this meeting, Nassiri expressed what appeared to be his sincere willingness
- 25 to begin payment on the two judgments. Nassiri also expressed that he would
- 26 provide all information necessary for Allstate to determine the financial condition
- 27 of Med Ed Labs for the purposes of establishing a payment schedule.
- 28

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- 1 57. From August 2018 through March 2019 Nassiri and Med Ed Labs stalled and
2 delayed in providing the information Allstate needed to evaluate Nassiri and Med
3 Ed Labs' payment abilities.
- 4 58. In 2019, Nassiri retained new counsel, R. Duane Frizell², who coordinated
5 additional meetings with Allstate, at the strenuous urging of Nassiri himself, for the
6 purposes of again discussing a payment plan.
- 7 59. Nassiri again promised that he was willing and able to begin paying on his debt to
8 Allstate and blamed the delays and failures to respond to Allstate in 2018, in part on
9 his prior counsel.
- 10 60. Based on representations from Nassiri, Allstate was led to believe that Nassiri would
11 be paying \$1,000 per month until such time as payment agreement could be
12 finalized.
- 13 61. In 2019, Nassiri made one payment for \$1,000 during an in-person meeting with
14 Allstate's counsel, a meeting held at the repeated urging of Nassiri's counsel.
- 15 62. Nassiri pleaded for Allstate to resume discussions on a payment plan in place of
16 filing any judicial action. Allstate consented to this meeting on the condition that
17 Nassiri would be paying \$1,000 per month while the details of a payment plan were
18 worked out.
- 19 63. Despite Allstate's good will, Nassiri made no further \$1,000 payments after the 2019
20 meeting. Nassiri made only one subsequent payment in the amount of \$500, but
21 said payment was only made after Allstate repeatedly requested additional payments
22 under the prior agreement.
- 23 64. Throughout 2019, Allstate and Nassiri exchanged correspondence as Allstate again
24 waited for additional documents and materials needed to evaluate the claims made
25 by Nassiri regarding his financial condition.
- 26

27 ² Despite representing Nassiri in these discussions and responding to the subpoena served upon
28 Med Ed Labs, Mr. Frizell could not confirm whether he would be representing Nassiri to this Court
on March 13, 2020. (ECF No. 13, at 2:18-21).

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1 65. During this time, Nassiri stalled and delayed on either providing documents or even
2 responding as to whether they would agree to provide the requested documents.

3 66. Throughout 2018 and 2019 Nassiri vacillated, stalled, and delayed Allstate’s efforts
4 to collect on both judgments. These actions were for the express purpose of leading
5 Allstate to believe that Nassiri/Med Ed Labs would be satisfying the two judgments
6 so that Allstate would not file additional lawsuits to enforce the two judgments and
7 collect these sums. Upon information and belief, Nassiri and Med Ed Labs never
8 actually intended to enter into an agreement to satisfy the judgments for an amount
9 that reflects the true financial condition of these defendants.

10 **COUNT ONE – DECLARATORY JUDGMENT – REVERSE ALTER EGO**

11 67. Plaintiffs incorporate by reference the allegations set forth in Paragraphs 1 through
12 66 above, as if each were more fully set forth here.

13 68. Nassiri generated and obtained profits, proceeds, income, and other personal
14 property through his continued work in the medical field under Med Ed Labs, and continues to do
15 so to this day.

16 69. Nassiri transferred these profits, proceeds, income and other personal property to
17 Med Ed Labs.

18 70. Nassiri remains in control of the equipment and other personal property of Med Ed
19 Labs.

20 71. Nassiri uses Med Ed Labs as a front organization with the actual intent to continue
21 to hinder, delay, and/or defraud Allstate in its efforts to enforce its two Judgments against Nassiri
22 entered in case no. 2:08-CV-00369.

23 72. Med Ed Labs is solely influenced and governed by Nassiri.

24 73. Nassiri and Med Ed Labs share a unity of interest and interest such Med Ed Labs
25 and Nassiri are inseparable from one another. Nassiri refers to himself as Med Ed Labs and Med
26 Ed Labs as Obteen Nassiri.

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1 74. Based on Nassiri's history of using front organizations in a similar matter, as well
2 as his current use of Med Ed Labs, adherence to the corporate fiction of a separate entity under
3 these circumstances would sanction continued fraud and promote injustice.

4 75. Nassiri's and Med Ed Labs' funds are comingled to the point that Nassiri uses Med
5 Ed Labs' credit cards and debit cards to pay for personal expenses such as trips to the movies and
6 theme parks. In other words, Nassiri treats Med Ed Labs' funds as his own. Nassiri answers to no
7 one but himself for Med Ed Labs.

8 76. Continuing to recognize Med Ed Labs' separate corporate existence, would bring
9 about an inequitable result.

10 77. Obteen Nassiri remains in control of the transferred revenue and other capital and
11 income generated through the entity Med Ed Labs.

12 78. In short, Obteen N. Nassiri, D.C. and Med Ed Labs are one in the same, and the alter
13 ego of each other.

14 79. Med Ed Labs, as Nassiri's alter ego is liable to Allstate for Nassiri's debt pursuant
15 to the two Judgments entered against Nassiri in case no. 2:08-cv-00369.

16 **COUNT TWO – CIVIL CONSPIRACY**

17 80. Plaintiffs incorporate by reference the allegations set forth in Paragraphs 1 through
18 79 above, as if each were more fully set forth here.

19 81. Nassiri and Med Ed Labs as Nassiri's alter-ego conspired with Joshua Johnston to
20 use Johnston's name in order to unlawfully conceal Nassiri's assets and/or income in an attempt to
21 hide the same from Plaintiffs' investigative efforts.

22 82. Nassiri/Med Ed Labs conspired with Johnston to set up Med Ed Labs and transfer
23 assets and the strawman scheme from Green Tree Services and Advanced Med once Allstate
24 discovered their existence.

25 83. Johnston and Nassiri knew that omitting Nassiri's name from any formation and/or
26 filing documents for Med Ed Lab would allow Nassiri to present to Allstate that he did not have
27 any means of income, employment or revue that might be used to satisfy fraud/RICO and Attorney
28 Fees and Costs judgments against him.

1 84. Plaintiffs have been harmed by this conspiracy in that they have been forced to
2 expend additional time and resources into discovering the true whereabouts of Nassiri’s assets
3 and/or income to satisfy Nassiri’s debt to Plaintiffs pursuant to the two Judgments entered against
4 Nassiri in case no. 2:08-cv-00369.

5 WHEREFORE, Plaintiffs respectfully request judgment in their favor and against Defendant
6 Med Ed Labs as the alter ego of Obteen N. Nassiri, D.C. and an Order declaring the following:

- 7 A. Med Ed Labs is the alter ego of Obteen N. Nassiri.
- 8 B. Med Ed Labs is liable to Plaintiffs for the entirety of the two judgments against
9 Obteen N. Nassiri issued in case no. 2:08-cv-00369-JCM-GWF, including all
10 accrued interest;
- 11 C. Obteen N. Nassiri and Med Ed Labs are liable for consequential damages, attorney’s
12 fees and punitive damages due to his unlawful conspiracies to defraud Plaintiffs;
13 and
- 14 D. Plaintiffs are entitled to such other relief as the Court deems just and proper.

15 Dated this 26th day of May 2020.

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17 FORAN GLENNON PALANDECH
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18
19 By: /s/ Dylan Todd
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CERTIFICATE OF SERVICE

As an employee of Foran Glennon Palandech Ponzi & Rudloff PC, I certify that a copy of the foregoing **FIRST AMENDED COMPLAINT** was served by the method indicated:

- BY FAX:** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a). A printed transmission record is attached to the file copy of this document(s).
- BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below.
- BY ELECTRONIC SERVICE:** submitted to the above-entitled Court for electronic service upon the Court’s Service List for the above-referenced case.
- BY EMAIL:** by emailing a PDF of the document listed above to the email addresses of the individual(s) listed below.

Dated: May 26, 2020.

/s/ Rita Tuttle
An Employee of Foran Glennon

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