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7 Attorneys for Plaintiffs

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9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 COMPASS PARTNERS LLC, a Delaware  
limited liability company, and COMPASS USA  
12 SPE LLC, a Delaware limited liability  
company,

Case No.

13 Plaintiffs,

Dept. No.

14 v.

15 **COMPLAINT**

16 TERRY MARKWELL, a Nevada citizen;  
CHARLES MARADEN, a Nevada citizen;  
17 WILLIAM DENNY, a California citizen,  
STEVE KOWALSKI, a California citizen,  
RONALD McLEMORE, a Texas citizen,  
18 EDWARD SCHOONOVER, an Arizona  
citizen, DOES 1 through 100, and ROE  
19 ENTITIES 1 through 100, inclusive,

20 Defendants.

21 Plaintiffs, COMPASS PARTNERS LLC and COMPASS USA SPE LLC, by and  
22 through its attorneys at the law firm of Bullivant Houser Bailey, P.C., alleges:  
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24 **General Allegations**

25 1. At all material times, Plaintiffs Compass LLC and Compass USA SPE LLC  
26 (collectively "Compass") have been and are limited liability companies in good standing,  
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1 duly organized and existing under the laws of the State of Delaware and maintaining their  
2 principle places of business in New York, New York.

3 2. At all material times, Defendant Terry Markwell (“Markwell”) was and is a  
4 resident of Reno, Nevada.

5 3. At all material times, Defendant Charles Maraden (“Maraden”) was and is a  
6 resident of Reno, Nevada.

7 4. At all material times, Defendant William Denny (“Denny”) was and is a  
8 resident of Fair Oaks, California.

9 5. At all material times, Defendant Steve Kowalski (“Kowalski”) was and is a  
10 resident of Rancho Palos Verdes, California.

11 6. At all material times, Defendant Ronald McLemore (“McLemore”) was and is  
12 a resident of Palestine, Texas.

13 7. At all material times, Defendant Edward Schoonover (“Schoonover”) was and  
14 is a resident of Mesa, Arizona.

15 8. The true names and capacities of Defendants named as DOES 1 through 100  
16 and ROE ENTITIES 1 through 100 are unknown to Plaintiff at this time; therefore, Plaintiff  
17 sues these Defendants by fictitious names. Plaintiff will advise this Court and seek leave to  
18 amend this Complaint when the Doe and Roe Defendant names and capacities are  
19 ascertained. Plaintiff alleges that each Doe and Roe Defendant is responsible in some  
20 manner for the events and happenings referred and alleged.

21 9. Defendants Markwell, Maraden, Denny, Kowalski, McLemore, and  
22 Schoonover as well as other persons similarly situated were direct lenders (collectively  
23 “Direct Lenders”) to persons or entities that sought to borrow money.

24 10. The Direct Lenders contractually agreed via Loan Servicing Agreements that  
25 USA Commercial Mortgage Company would service the loans made by the Direct Lenders.

26 11. The Loan Servicing Agreements were executed and/or performed, at least in  
27 part, in Clark County, Nevada.

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1 36. Defendants had no privilege or justification for their intentional interference.

2 37. Defendants' conduct resulted in actual harm to Compass.

3 38. It has been necessary for Compass to retain the services of legal counsel to  
4 prosecute this action; therefore, Compass is entitled to attorneys' fees and costs related to  
5 this action.

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7 **Third Claim for Relief**

8 (Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing)  
9 Against all Defendants

10 39. Compass incorporates the prior and succeeding paragraphs as if they were set  
11 forth fully herein.

12 40. Defendants entered into valid and existing contracts for loan servicing with  
13 USA Commercial Mortgage Company.

14 41. Compass is the rightful owner of the rights enjoyed by USA Commercial  
15 Mortgage Company pursuant to an Asset Purchase Agreement and the United States  
16 Bankruptcy Court for the District of Nevada's Order.

17 42. Defendants owed a duty of good faith to Compass.

18 43. Defendants breached that duty by performing in a manner that was unfaithful  
19 to the purpose of the contract.

20 44. Compass's justifiable expectations were thus denied.

21 45. It has been necessary for Compass to retain the services of legal counsel to  
22 prosecute this action; therefore, Compass is entitled to attorneys' fees and costs related to  
23 this action.

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**Prayers for Relief**

On its First Claim for Relief, **Intentional Interference with Contractual Relations**,

Compass prays for:

- a) injunctive relief causing a cessation in the intentional interference of contractual relations,
- b) damages in excess of \$10,000,
- c) punitive damages,
- d) costs of suit incurred and reasonable attorneys' fees, and
- e) such other and further relief as the Court deems just and proper.

On its Second Claim for Relief, **Intentional Interference with Prospective**

**Economic Advantage**, Compass prays for:

- a) injunctive relief causing a cessation in the intentional interference with prospective economic advantage,
- b) damages in excess of \$10,000,
- c) punitive damages,
- d) costs of suit incurred and reasonable attorneys' fees, and
- e) such other and further relief as the Court deems just and proper.

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On its Third Claim for Relief, **Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing**, Compass prays for:

- a) damages in excess of \$10,000,
- b) costs of suit incurred and reasonable attorneys' fees, and
- c) such other and further relief as the Court deems just and proper.

DATED: April \_\_\_\_, 2007.

BULLIVANT HOUSER BAILEY PC

By \_\_\_\_\_  
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**AFFIRMATION**

The undersigned does hereby affirm that the preceding COMPLAINT filed in District Court Case No. A \_\_\_\_\_ does not contain the social security number of any person.

DATED this \_\_\_\_\_ day of April, 2007.

BULLIVANT HOUSER BAILEY, P.C.

\_\_\_\_\_  
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