

1 BOWEN HALL
Dan C. Bowen, Esq. (dbowen@bowenhall.com)
2 Nevada Bar No. 1555
Ann O. Hall, Esq. (ahall@bowenhall.com)
3 Nevada Bar No. 5447
555 South Center Street
4 Reno, Nevada 89501
Telephone: 775-323-8678
5 Facsimile: 775-786-6631

6 *Attorneys for Plaintiffs*

7 **UNITED STATES DISTRICT COURT**
8 **IN AND FOR THE DISTRICT OF NEVADA**

10 F. HARVEY WHITTEMORE, ANNETTE
WHITTEMORE, and DOES I-X,
11 Inclusive,
12 Plaintiffs,

Case No.:

13 vs.

COMPLAINT

14 THOMAS A. SEENO, an individual;
ALBERT D. SEENO, JR., an individual;
15 ALBERT D. SEENO, III, an individual; and
DOES I-X, inclusive,
16 Defendants.

JURY DEMAND

17 _____ / ,

18
19 Plaintiffs, F. HARVEY WHITTEMORE and ANNETTE WHITTEMORE, by and
20 through their counsel, BOWEN HALL, as and for causes of action hereby aver and allege as
21 follows:

22 **JURISDICTION AND VENUE**

23 1. This Court has jurisdiction over this dispute under 28 USC §1331 because the claims,
24 pursuant to 18 USC §1961 and 18 USC §1962, are federal question claims under the statutes of
25 the United States, and pursuant to 28 USC §1332 because all Plaintiffs and all Defendants are
26 from different states and the matter in controversy, exclusive of interest and costs, exceeds the
27 sum of \$75,000.00. The Court has pendant jurisdiction over the state law claims for conspiracy,
28 quantum meruit, unjust enrichment and for violating NRS 205.350 et seq. (Nevada's

1 Racketeering statutes). Venue is proper in this district because Defendants all transact business in
2 Nevada, have offices located in Nevada, have inflicted injury in Nevada to Nevada citizens and,
3 because Plaintiffs are located in Nevada.

4 2. The true names, capacities or involvement of the DOE defendants named herein are
5 unknown to Plaintiffs who therefore sues said defendants by fictitious names. The Plaintiffs are
6 informed and believe and thereon allege that those persons or entities are affiliated with the
7 plaintiffs, the partners, owners, shareholders, agents, employees, parent corporations or
8 subsidiaries which are the alter egos of the defendants named herein. Plaintiffs pray leave to
9 amend this complaint to show their true names and capacities when the same have been finally
10 determined. Plaintiffs are informed and believe and thereon allege that each of the defendants
11 named herein as DOE is legally responsible in some manner for the events and happenings herein
12 referred to in this lawsuit.

13 3. Plaintiffs hereby request a jury trial relative to all issues so triable.

14 **DESCRIPTION OF PARTIES**

15 4. F. Harvey Whittemore and Annette F. Whittemore (sometimes collectively the
16 “Whittemores”), are individuals who have been residents of Washoe County, Nevada, at all
17 relevant times. The Whittemores, either personally or through entities owned or controlled by
18 them, owned or held an interest in various business entities including entities engaged in the
19 development and sale of real estate.

20 5. Defendant, Albert Seeno, Jr. (hereafter “Albert Seeno, Jr.”), on information and belief,
21 is a California resident who individually or through a trust owns an interest in Nevada entities that
22 own and operate several Nevada casinos, including the Peppermill Resort and Casino in Reno, the
23 Rainbow Club in Henderson, Western Village Casino in Sparks, and, regularly does business in
24 Nevada. Defendant Albert Seeno, Jr. is a manager of Wingfield Nevada Group (hereafter
25 “WNG”) which has operations and owns real estate and businesses in Nevada. Defendant Albert
26 Seeno, Jr., either personally or through entities owned or controlled by him, has an ownership
27 interest in WNG. Defendant Albert Seeno, Jr. is a sophisticated businessman with years of
28

1 experience in buying and selling land, operating businesses, and negotiating contracts.

2
3 6. Defendant, Thomas A. Seeno (hereafter “Tom Seeno”), is the brother of Albert Seeno,
4 Jr. and is, on information and belief, a California resident, an owner or investor, either directly or
5 indirectly, in the above-mentioned Nevada casinos and who individually or through a trust owns
6 an interest in the Peppermill Resort and Casino in Reno, the Rainbow Club in Henderson, and
7 Western Village Casino in Sparks, Nevada. On information and belief, Tom Seeno is currently
8 the majority owner of WNG. Tom Seeno continuously does business in Nevada. Defendant Tom
9 Seeno is a sophisticated businessman with years of experience in buying and selling land,
10 operating businesses, and negotiating contracts.

11 7. Defendant Albert Seeno, III (hereafter “Albert Seeno, III), is the son of Albert Seeno,
12 Jr. and is, on information and belief, a California resident, an owner, manager, trust beneficiary,
13 or investor, either directly or indirectly, in the above-mentioned Nevada casinos and WNG, and
14 who continuously does business in Nevada. Defendant Albert Seeno, III is a sophisticated
15 businessman with years of experience in buying and selling land, operating businesses, and
16 negotiating contracts.

17 8. The defendants collectively through various business entities own companies worth in
18 excess of four billion dollars (\$4,000,000,000.00). The collective net worth of the individual
19 defendants is between one hundred million dollars (\$100,000,000.00) and two billion dollars
20 (\$2,000,000,000.00).

21 **OVERVIEW**

22 9. This is a case involving racketeering and extortion based on threats of death and severe
23 bodily harm made by Albert Seeno, Jr. and Albert Seeno, III, against attorney and businessman
24 Harvey Whittemore and his family. This case also involves a conspiracy between Albert Seeno,
25 Jr., Albert Seeno, III and Thomas Seeno, to defraud the Whittemores and the federal government,
26 and concerted action to harm the Whittemores and take over WNG. This case also involves
27 breach of contract, tortious breach of the covenant of good faith and fair dealing, unjust
28 enrichment, and quantum meruit relating to a consulting agreement among the defendants and

1 Mr. Whittemore. The Seenos are majority owners of a Hotel and Casino in Reno, Nevada, as
2 well as other casino/gaming properties in Nevada. Albert Seeno, Jr. and Albert Seeno, III are
3 associated with organized crime networks, have associated with and are associating with known
4 felons and are currently, along with the DOE defendants, under investigation by the FBI and IRS,
5 and were raided by agents of the FBI, IRS, and the Secret Service.

6 **GENERAL ALLEGATIONS**

7 10. The Whittemores became business associates of David S. Loeb and his wife Heidi
8 (the "Loeb's"), the original founders of the Wingfield Springs community in Sparks, Nevada. The
9 Whittemores purchased an interest in Loeb Enterprises, LLC, the owner and developer of the
10 Resort at Red Hawk and the Wingfield Springs community.

11 11. The Whittemores formed and were owners of the entities that had an option to
12 purchase real estate and water rights in the Coyote Springs valley northeast of Las Vegas,
13 Nevada. The Loeb's or their affiliated entities became investors and owners in the investment
14 entities which owned the option to purchase Coyote Springs. On May 27, 1998 the Coyote
15 Springs property was purchased from Aerojet General Corporation by the Loeb's and
16 Whittemores. Mr. Whittemore and Mr. Loeb entitled the Coyote Springs property from May 27,
17 1998 until Mr. Loeb's death.

18 12. On June 30, 2003, David S. Loeb passed away. Prior to his death, the Loeb's had
19 agreed to give the Whittemores a right to purchase all of their interests in Red Hawk and Coyote
20 Springs (the "Loeb Assets") to the Whittemores. The Whittemores completed the purchase of the
21 Loeb Assets and ultimately combined the majority of their business holdings together in WNG.

22 13. The Whittemores sold and transferred most of their personally owned business
23 entities and other assets to the WNG in exchange for ownership in the entity.

24 14. WNG was formed as a Nevada limited liability company on or about May 28, 2004.
25 The Whittemores, either personally or through entities owned or controlled by them, owned
26 interests in WNG. Thus, the Whittemores or their affiliated entities became owners in the entities
27 which owned or operated Coyote Springs Investments, LLC ("CSI"), the Resort at Red Hawk,
28

1 LLC, Tuffy Ranches LLC (“Tuffy”) and all other businesses owned by WNG.

2 15. Not long after David S. Loeb passed away, defendant Tom Seeno purchased a one-
3 half (1/2) interest in WNG at a fair market price or at a price less than fair market value.

4 16. All books and records of WNG and its affiliated companies were made available to
5 Tom Seeno and his personnel for inspection and due diligence prior to his purchase of his interest
6 in WNG. Tom Seeno and his personnel conducted extensive due diligence prior to his purchase of
7 his interest in WNG. A computer link was installed whereby Tom Seeno and his personnel could
8 access the company computers and all books and records of the company remotely at any time
9 from Concord, California.

10 17. In addition to the Coyote Springs Development, other properties held by WNG
11 include: The Resort at Red Hawk and its affiliated entities, The Foothills at Wingfield Springs
12 and its affiliated entities, and The Tierra Del Sol planned unit development. In addition to the
13 above-referenced entities and assets owned by WNG, WNG has invested in or gained small
14 ownership interests in other companies including oil and gas companies, bottling and beverage
15 companies, dairies, realty companies, and nurseries.

16 18. For the next several years, the company was owned and operated by the Whittemores
17 and entities affiliated with Tom Seeno, and his wife, Norine.

18 19. After Mr. Loeb’s passing and during defendant Tom Seeno’s ownership and
19 management, CSI closed a real estate transaction with an entity affiliated with Pardee Homes
20 (“Pardee”) whereby Pardee purchased land suitable for thousands of single family homes, multi-
21 family homes, and custom lots from CSI’s land development affiliate for a sum in excess of one
22 hundred million dollars (\$100,000,000.00). In addition, Pardee had the option to purchase all of
23 the Coyote Springs holdings for approximately one billion two hundred million dollars
24 (\$1,200,000,000.00) (30,000 developable acres of land at \$ 40,000.00 per acre). During this time,
25 and as a result of the valuations established by an arm’s length third party transaction, WNG had
26 a value in excess of five hundred million dollars.

27 20. After the initial Pardee transactions had closed, Albert Seeno, Jr., Tom Seeno’s
28

1 brother, approached Harvey Whittemore and expressed a desire to buy into WNG. Albert Seeno,
2 Jr. had talked to Tom Seeno about joining WNG and Tom Seeno had provided an estimate of the
3 value of the company.

4 21. Tom Seeno helped convince the Whittemores that they should sell Albert Seeno, Jr.
5 an interest in the company. Tom Seeno convinced the Whittemores that Albert Seeno, Jr. had
6 tremendous resources, expertise and banking relationships that would be important to the
7 company going forward. Tom Seeno also asked the Whittemores if they would allow Albert
8 Seeno, Jr. to come into WNG as a personal favor to him because Albert and Tom had been
9 “fighting” for years, and they saw the WNG investment was a way to bring the brothers back
10 together.

11 22. Although the books and records of the companies were made available to Albert
12 Seeno, Jr., plaintiffs are informed that Albert Seeno, Jr. performed very little due diligence telling
13 his employees that it was not a big enough deal to worry about due diligence.

14 23. Neither Harvey Whittemore nor Annette Whittemore had discussions with Albert
15 Seeno, Jr. about the value of the company prior to Albert Seeno, Jr. purchasing an interest in the
16 company.

17 24. Albert Seeno, Jr. purchased approximately a one-third (1/3) interest in WNG by
18 purchasing approximately a 1/6th member’s interest from the Whittemores and a similar amount
19 from the entities controlled by Tom Seeno. Albert Seeno, Jr. paid the market value or less for the
20 member’s interest he purchased from the Whittemores.

21 25. At the time Albert Seeno, Jr. bought into the company the company had a fair market
22 value between five hundred million (\$500,000,000.00) and one billion dollars (\$1,000,000,000).

23 26. The Whittemores used a portion of the funds received from Albert Seeno, Jr. (less the
24 amount paid for taxes) to invest back into the company by way of loans for operating capital. The
25 company books and records currently show that WNG is indebted to the Whittemores in the sum
26 of approximately thirty million dollars (\$30,000,000.00).

27 27. The Seenos stated that they would also put in additional funds and make loans to
28

1 WNG or the Whittemores, but that they would always allow the Whittemores to pay back the
2 loans, and that they would under no circumstances take over the company. In order to maintain
3 equality with the other owners on capital contributions and loans to the company, the
4 Whittemores from time to time borrowed money from entities affiliated with Tom Seeno. Over a
5 period of years, the Whittemores borrowed approximately twenty million dollars
6 (\$20,000,000.00).

7
8 28. As a result of the sales to the Seenos, the Whittemores had large taxable events for
9 which they properly paid their income taxes.

10 29. In February, 2009, Albert Seeno, Jr. and Tom Seeno advised Mr. Whittemore that
11 they needed his assistance on their income tax obligations and that the IRS was seeking the
12 payment of income taxes in an amount in excess of \$500 million. The Seenos represented to
13 Whittemore that if he did not assist them with their tax problems then all of the companies
14 “would go down.” The tax strategy whereby the Seenos avoided the payment of the taxes is
15 known as “SC2.” The Seenos and F. Harvey Whittemore entered into an agreement for services
16 whereby Whittemore would provide consulting services to the Seenos on the SC2 matter in
17 exchange for between \$500.00 and \$1000.00 per hour plus all costs incurred. Whittemore
18 performed in excess of 1000 hours of separate consulting work for the Seenos for their tax issues
19 and this work ultimately allowed them to defer their taxes which improved their cash flow and
20 allowed the Seenos to renegotiate new credit lines with their banks and other creditors.

21 30. Well after it became apparent that the economy for developments such as Coyote was
22 not going to turn around anytime soon, in or about August 2010, Albert Seeno, Jr. became
23 disgruntled about his investment in WNG. He started falsely accusing Harvey Whittemore of
24 embezzlement, fraud and other criminal activity.

25 31. Albert Seeno, Jr. threatened to go to the FBI with information that he alleged he had
26 regarding these alleged improprieties; that he would personally bring down every member of the
27 political “machine” in Nevada including references to U.S. Senators; that in the course of this
28 threat asked whether Mr. Whittemore believed in God; whether Mr. Whittemore went to church;

1 that Mr. Whittemore should gather his flock on Sunday and pray. Albert Seeno, Jr. threatened
2 that when he was through with Mr. Whittemore he would be disbarred and behind bars; that they
3 would spend Mr. Whittemore into the ground and there was no way he had the finances to defend
4 himself; that the Whittemores would have no friends left in Reno or Nevada; that he would bring
5 down any business or friend associated with Mr. Whittemore; and that at Mr. Whittemore's
6 funeral there would not be one person in attendance.

7
8 32. At the conclusion of these threats, he reminded Mr. Whittemore of the threats he had
9 made about murdering his own brother, Thomas Seeno, with his own bare hands and then
10 threatened Mr. Whittemore's life and the lives of his entire family if he did not do as he was
11 expressly instructed by Albert Seeno, Jr. These threats occurred in meetings in Reno, Nevada at
12 the Peppermill Hotel and Casino in August 2010.

13 33. On or about February 5, 2011, Albert Seeno, III, instructed an employee of WNG,
14 Brad Mamer ("Mamer"), to call Mr. Whittemore and tell him that, if the Seenos didn't get their
15 money from an entity called BrightSource Energy, that he (Albert Seeno III) was going to
16 personally fly to Reno and "break Harvey's fucking legs." At the direction of Albert Seeno III,
17 Mamer called Mr. Whittemore and relayed the threats of bodily harm.

18 34. Mr. Whittemore reported these threats to police authorities.

19 35. Mamer advised fellow employees and the general counsel of WNG about the threats.

20 36. Mamer has consistently asked that Albert Seeno, Jr., Albert Seeno III and company
21 officials not involve him in any criminal activity. See letter from Brad Mamer to his supervisor
22 Emilia Cargill attached hereto as **Exhibit A**.

23 37. The Whittemores, operating under these threats of criminal prosecution, death and
24 serious bodily injury, commenced transferring assets to WNG and to defendant Tom Seeno, in
25 payment of his lawfully incurred debt to Tom Seeno.

26 38. The Seenos have engaged in a continuous pattern of criminal conduct directed against
27 the Whittemores to attempt to collect unlawful payments and to take over WNG, to devalue
28 assets, to evade taxes and to make an improper land deal with WNG assets (trading Coyote

1 Springs for land in California).

2 39. The Seenos have directed their employees to the Whittemores' homes to intimidate
3 them and force them to give up assets, including jewelry, art and automobiles under the continued
4 threat of bodily injury. These unlawful acts took place in excess of 5 times between September,
5 2010 and January, 2011.

6 40. Because Mr. Whittemore was promised a full accounting by Albert Seeno, Jr. and
7 WNG, and their lives and the lives of their children were threatened, the Whittemores transferred,
8 and/or sold and turned over personal real estate holdings, vehicles, jewelry, cash, wine, furs, art,
9 as well as the homes of their adult children to the Seenos. The Whittemores also transferred all of
10 their ownership interest in WNG to the Seenos under threats of physical harm or death. The
11 Seenos assured Mr. Whittemore that he would be given an accounting of all assets turned over
12 and a reduction in the amount of the loans owing to Tom Seeno. The Seenos also assured Mr.
13 Whittemore that he would be allowed to purchase his interest in WNG back by paying off the
14 debt to Tom Seeno.

15 41. In addition to the transfers of real property and various Whittemore investments
16 turned over to the Seenos under these threats of physical harm, the Seenos sent employees or
17 associates to the Whittemore home to collect all personal assets of any value. On one occasion, a
18 large, very ominous and burly man named "Ray" demanded that Mr. Whittemore open a safe in
19 the house. They assured Mr. Whittemore that they only wanted to see what was in it and that they
20 would take nothing from the safe. Mr. Whittemore got the combination from Mrs. Whittemore,
21 as it was her safe, and opened it for inspection. The large, burly man then dumped everything in
22 the safe into a bag and took it with him. Taken from the safe was a portion of Mrs. Whittemore's
23 jewelry and cash, leaving behind only Mrs. Whittemore's passport. They also took Mr.
24 Whittemore's watches and jewelry. The Seenos demanded, and the Whittemores transferred,
25 most all of their family automobiles and most other assets that they had to the Seenos, except for
26 certain retirement accounts and insurance policies.

27 42. On information and belief, the Seenos had a WNG employee break into the
28

1 Whittemore residence in Las Vegas and remove certain computer equipment from the
2 Whittemore residence. On information and belief, Albert Seeno, III orchestrated this robbery and
3 remained in a car outside the residence while the theft was in process. The person who was
4 instructed to commit the crime was fired for initially objecting to committing the crime. This
5 event was reported to WNG.

6 43. In addition to the real and personal property assets transferred to the Seenos, believed
7 to be valued at approximately \$5 million to \$10 million, Mr. Whittemore directed that the
8 \$30,000,000 owed by WNG to the Whittemores be offset against the remaining debt to Tom
9 Seeno and any debt owed by the Whittemores on his trade accounts. The Whittemores believe
10 that they owed less than \$5 million on the trade accounts. With the assets already transferred and
11 or taken from the Whittemores, if that was applied to the debt to Tom Seeno as represented to Mr.
12 Whittemore, then it is believed that the debt to Tom Seeno has been reduced to approximately
13 \$14,000,000. After setting off of this amount and the approximate \$5,000,000 owing on the trade
14 accounts, WNG would still owe the Whittemores approximately \$10 million to \$11 million on the
15 WNG debt alone.

16 44. The Whittemores have made numerous demands on the Seenos for the accounting
17 they were promised and for all of the Whittemores' personal records, business records, and family
18 property improperly held by the Seenos. While the Seenos continued to represent that such an
19 accounting would be forthcoming, no such accounting has ever been provided to the
20 Whittemores.

21 45. On or about March 2, 2011, Albert Seeno, Jr. wrote to Harvey Whittemore and
22 informed him that there were no circumstances under which he would ever be allowed to buy
23 back his interest, or any part of it, in WNG.

24 46. Based on current market values, the Whittemores believe that the Whittemore interest
25 in WNG, if they were allowed to repurchase that interest as promised, would be worth in excess
26 of \$60 million.

27 47. By far, the majority of value in WNG is that of CSI and Tuffy, and the water rights
28

1 associated with those assets, all of which was to be used for the benefit of Pardee. Pardee was
2 performing under the terms of the contract when the Whittemores were forced out of WNG by the
3 Seenos.

4 48. On information and belief, WNG and the Seenos are now suing Pardee in Clark
5 County, Nevada.

6 49. On information and belief, the Seenos are now taking certain actions to intentionally
7 devalue the assets of WNG or claim fraud by the Whittemores, especially the Coyote Springs
8 development, so that they can improperly claim tax benefits to the IRS and receive huge tax
9 write-offs in the hundreds of millions of dollars to be offset by gains in other Seeno companies.

10 50. On information and belief, the Seenos have let certain environmental permits lapse or
11 go into violation to further devalue WNG. The lapse and/or violation of such permits further
12 devalue WNG.

13 51. On information and belief, the Seenos have refused to further develop the Tierra Del
14 Sol property in part because the location of the gaming property in Sparks could possibly compete
15 with the Western Village in Sparks which is owned, controlled and/or operated by the Seenos as
16 an asset held outside of WNG.

17 52. When the Seenos forced the Whittemores out of WNG and evicted Harvey
18 Whittemore from his office at WNG, they unilaterally confiscated and misappropriated all of Mr.
19 Whittemore's personal as well as corporate documents kept in Mr. Whittemore's office or under
20 his control in other storage locations. They also misappropriated several other items of personal
21 property of Mr. Whittemore's, including a Steinway piano that belonged to his grandmother and
22 is now the property of Mr. Whittemore's sister. The Whittemores have demanded the return of
23 their records as well as the personal items confiscated and misappropriated by the Seenos on
24 multiple occasions, but the Seenos have refused to return the material or property.

25 53. On information and belief the Seenos are billionaire developers from Northern
26 California who have been accused of having organized crime connections as well a close
27 relationship with the California motorcycle gang known as the Hell's Angels.
28

1 54. On information and belief, the Seenos employ countless attorneys and accountants.
2 Since they alone have the thousands of accounting documents that were generated over the years
3 by WNG and its affiliated companies, the Whittemores have been unable to obtain their own
4 documents, and upon information and belief, many of the records have now been altered to
5 support false allegations of accounting misconduct that they have made against the Whittemores.

6 55. On information and belief, many of the documents relevant to these matters have been
7 removed from Nevada to California by the Seenos and numerous documents have been destroyed
8 or conveniently lost.

9 56. For over a full year now, the Whittemores have been living under the threat of death,
10 serious bodily injury and/or criminal and civil prosecution because of actions threatened by the
11 Seenos. The Whittemores have lived in fear for their lives and their well-being. Shortly after the
12 death threats by Albert Seeno, Jr. and the threats by Albert Seeno III to Harvey Whittemore and
13 his family, Harvey Whittemore made a private and confidential complaint to the Reno Police
14 Department through Detective Chalmers. This was in the event that Albert Seeno, Jr. really
15 meant the death threats and so that the police would have a place to start if anything untoward
16 happened to Mr. Whittemore or his family.

17 57. Mr. and Mrs. Whittemore have suffered severe mental and emotional distress because
18 of the threats and other actions taken by the Seenos and Mrs. Whittemore's health has been
19 adversely impacted. She presently suffers from loss of appetite, loss of sleep, loss of energy and
20 general anxiety, because of the threats and actions of the Seenos.

21 58. The Whittemores have taken the threats of Albert Seeno, Jr. and Albert Seeno, III
22 seriously because of their known association with criminal elements and because Brad Mamer, a
23 former employee of WNG, informed Mr. Whittemore about how Albert Seeno, III came into his
24 office at CSI and mocked at bending a person over a saw horse or desk and stated to Mr. Mamer
25 that "the Seenos bend them over and fuck them up the ass, we fuck everybody – that's the 'Seeno
26 Way.'"

27 59. In or about September of 2004, Albert Seeno, Jr. was fined \$775,000 by the Gaming
28

1 Control Board and Albert Seeno III was fined \$25,000 for, among other things, association with
2 unsavory individuals. The Seenos were alleged to have associated with outlaw bikers and felons.
3 Part of the Control Board's Complaint arose out of an association with one Victor Bustos, who
4 had worked for Albert Seeno, Jr.'s construction firm. Mr. Bustos had apparently pled guilty to
5 felony drug charges.

6 60. Albert Seeno, Jr. had also been accused in the Control Board's Complaint with
7 associating with one Arthur Carasis, a member of the Hell's Angels motorcycle gang. Mr.
8 Carasis was apparently convicted for use of a false contractor's license and distributing
9 methamphetamine.

10 61. Victor Bustos was and, on information and belief still is, employed by one of the
11 WNG affiliated companies. On information and belief, when Albert Seeno, Jr. visits the
12 properties owned by WNG in Southern Nevada, Victor Bustos acts as Albert Seeno, Jr.'s driver.
13 On information and belief Albert Seeno, Jr. and Victor Bustos are still close personal friends and
14 associate on a fairly regular basis. This association can and no doubt will have an effect on any
15 efforts WNG makes to utilize its gaming properties and further devalues WNG.

16
17 **FIRST CAUSE OF ACTION**

18 **(Violation of Racketeer Influenced and Corrupt Organization Act,**
19 **18 USC §1961 et seq.; 18 USC §1962(a); 18 USC 1964(c))**

20 62. The Whittemores replead and reallege each and every allegation set forth in
21 Paragraphs 1 through 61, inclusive, of the Complaint, and incorporate the same by this reference
22 as though set forth in full herein.

23 63. 18 USC §1964 provides that the district courts of the United States shall have
24 jurisdiction over violations of 18 USC §1962. Subsection (c) of 18 USC §1964 provides that
25 "[a]ny person injured in his business or property by reason of a violation of section 1962...may
26 sue therefore in any appropriate United States district court and shall recover threefold the
27 damages he sustains and cost of suit, including a reasonable attorney's fee...".

28 64. 18 USC 1962 does not confer exclusive jurisdiction on the courts of the United

1 States. Jurisdiction under 18 USC 1962 is concurrent so that suit may be brought in state or
2 federal court for violations of 18 USC 1962.

3 65. Defendants operate in and effect interstate commerce.

4 66. By threatening physical harm or death, or criminal prosecution against the
5 Whittemores unless the Whittemores signed over all of their assets to the Seenos, the Seenos have
6 violated NRS 205.320, in addition to other state statutes which impose punishment or
7 imprisonment for more than one year. NRS 205.320 provides in relevant part:

8 A person who, with the intent to extort or gain any money or other property or to
9 compel or induce another to make, subscribe, execute, alter or destroy any valuable
10 security or instrument or writing affecting or intended to affect any cause of action or
11 defense, or any property, or to influence the action of any public officer, or to do or abet
or procure any illegal or wrongful act, whether or not the purpose is accomplished,
threatens directly or indirectly:

12 To accuse any person of a crime;

13 To injure a person or property;

14 To publish or connive at publishing any libel;

15 ...

16 is guilty of a category B felony and shall be punished by imprisonment in the state prison for a
17 minimum term of not less than one (1) year and a maximum term of not more than ten (10) years,
18 or by a fine of not more than \$10,000, or by both fine and imprisonment.

19 67. Making threats of murder or other harm for the purpose of extortion is defined as
20 "racketeering activity" in 18 USC §1961.

21 68. The Seenos have used the United States mail and telephone service in interstate
22 commerce in order to defraud the Whittemores out of their interest in WNG and its affiliated
23 companies, thereby committing mail and/or wire fraud in violation of 18 USC §1342 and 18 USC
24 §1343. Mail and wire fraud are defined in 18 USC §1961 as "racketeering activity".

25 69. 18 USC §1962(a) provides that it is unlawful for any person who has received any
26 income derived, directly or indirectly, from a pattern of racketeering activity to use or invest any
27 part of such income in acquisition of any interest in the establishment or operation of an
28 enterprise which is engaged in or effects interstate commerce. The Seenos, through the mail, wire

1 and other fraud and illegal activity mentioned herein have received income taken from the
2 Whittemores on several occasion and which they have invested in the establishment and operation
3 of WNG and its affiliated companies affecting interstate commerce and engaged in further illegal
4 activity. Defendants have received and invested income in the enterprise on more than two
5 occasions. Through fraud, threats, intimidation and outright theft of assets from the Whittemores,
6 the Seenos have been able to misappropriate funds to their own use and have invested those funds
7 in the acquisition, establishment and operation of an enterprise which is engaged in and affects
8 interstate commerce.

9
10 70. Defendants' misappropriation of the assets of the Whittemores through the use of
11 threats and fraud and the further investment of those monies in an enterprise affecting interstate
12 commerce has been the direct and proximate cause of damage to the Whittemores in its property
13 and business in a sum in excess of \$60 million. On information and belief, the enterprise has,
14 since its formation, committed wire and mail fraud by also filing false tax returns and other tax
15 documents with the United States government since receipt of the funds received from the
16 racketeering activity of the Seenos. Pursuant to 18 USC §1964 (c), any damages awarded to
17 Plaintiff must be trebled.

18 71. On information and belief, this is not the first time that Tom Seeno and Albert
19 Seeno, Jr. have conspired to defraud an individual or entity by Tom Seeno buying in first and
20 playing the nice guy and then, later, bringing in Albert Seeno, Jr. who, through deceit, extortion
21 and strong arm tactics, including threats of criminal prosecution and physical harm, defrauds a
22 person or entity out of its property and business.

23 72. The Whittemores have been forced to hire an attorney to prosecute their claims
24 and, pursuant to 18 USC §1964(c), are entitled to their reasonable attorney's fees.

25 **SECOND CAUSE OF ACTION**

26 **(Violation of Racketeer Influenced and Corrupt Organization Act, 27 18 USC §1961 et seq., 18 USC §1962(c), 18 USC §1964(c))**

28 73. The Whittemores replead and reallege each and every allegation set forth in
Paragraphs 1 through 72, inclusive, of the Complaint, and incorporate the same by this reference

1 as though set forth in full herein.

2 74. By making threats against the lives of the Whittemore family as well as threats of
3 physical bodily harm to Mr. Whittemore, as aforementioned, as well as other conduct alleged
4 herein, Defendants have violated 18 USC §1962(c) in that they have conducted or participated in
5 the conduct of the affairs of an enterprise that effects interstate commerce through a pattern of
6 racketeering activity.

7 75. The Whittemores have been directly and proximately injured in their business by
8 the pattern of racketeering activity referenced and have incurred damages in excess of \$60
9 million. Pursuant to 18 USC §1964(c) the Whittemores damages must be trebled.

10 76. The Whittemores have been required to engage the services of attorneys to
11 prosecute this action and, pursuant to 18 USC §1964(c), are entitled to their reasonable attorney's
12 fees.

13 **THIRD CAUSE OF ACTION**

14 **(Violation of Nevada's Anti-Racketeering Statutes, NRS 207.350 et seq.)**

15 77. The Whittemores replead and reallege each and every allegation set forth in
16 Paragraphs 1 through 76, inclusive, of the Complaint, and incorporate the same by this reference
17 as though set forth in full herein.

18 78. By threatening the Whittemores with criminal prosecution and threatening the
19 Whittemores' lives and physical well-being, and by the other actions described herein, the Seenos
20 have committed the following crimes related to racketeering (NRS 207.360): 1) extortion (NRS
21 205.320); 2) extortionate collection of debt (NRS 205.322); 3) taking property of another valued
22 in excess of \$2,500 under circumstances not amounting to robbery (NRS 205.270); 4) grand
23 larceny by stealing or taking away property valued in excess of \$250 (NRS 205.220); and 5)
24 obtaining possession of money or property valued at \$250 or more by means of false pretenses
25 (NRS 305.380).

26 79. The Seenos, with criminal intent, have received proceeds from racketeering
27 activity and have invested those proceeds in an interest in or the establishment or operation of an
28

1 enterprise (NRS 207.400(1)(a)(1).

2 80. The Seenos have, with criminal intent and through racketeering activity as
3 described herein, and prohibited by NRS 207.350 et seq., acquired or maintained, directly or
4 indirectly, an interest in or control of an enterprise.

5 81. The Seenos' actions of acquiring and controlling enterprises through racketeering
6 activity and investing said illegal funds in further enterprises has proximately damaged the
7 Whittemores in a sum in excess of \$60 million which sum, pursuant to NRS 207.470, must be
8 trebled.

9 82. The Whittemores have been required to engage the services of attorneys to
10 prosecute this action and, pursuant to NRS 207.470, are entitled to their reasonable attorney's
11 fees.

12 **FOURTH CAUSE OF ACTION**

13 **(Breach of Contract)**

14 83. The Whittemores replead and reallege each and every allegation set forth in
15 Paragraphs 1 through 82, inclusive, of the Complaint, and incorporate the same by this reference
16 as though set forth in full herein.

17 84. The Seenos contracted with F. Harvey Whittemores to provide consulting services
18 beginning in February 2009, upon the express understanding that Mr. Whittemore would be paid
19 between \$500.00 to \$1,000.00 per hour.

20 85. Despite F. Harvey Whittemore's full performance , the Seenos breached the
21 above-mentioned contract by failing to perform all conditions, covenants, promises and/or
22 obligations required by the agreement, and by terminating Whittemore and discharging him from
23 WNG and locking him out of his office, and prohibiting all access to his own records and
24 property.

25 86. As a direct and proximate result of the Seenos breach of contract and constructive
26 eviction, the F. Harvey Whittemore has been damaged in an amount in excess of \$60,000,000.00.

27 87. The Whittemores have had to hire counsel to prosecute this action and are entitled
28

1 to their reasonable attorney's fees and costs of suit.
2

3 **FIFTH CAUSE OF ACTION**

4 **(Fraud)**

5 88. The Whittemores replead and reallege each and every allegation set forth in
6 Paragraphs 1 through 87, inclusive, of the Complaint, and incorporate the same by this reference
7 as though set forth in full herein.

8 89. When the Seenos told the Whittemores that, if they transferred all of their assets to
9 the Seenos in payment of the debts to Tom Seeno and WNG, they would receive an accounting
10 and have the option to buy back into the company, the Seenos had no intention of ever fulfilling
11 that promise.

12 90. The Seenos deceived the Whittemores into believing that, if they cooperated with
13 the Seenos and did as they told them to do, they would be allowed to buy back into the company
14 and be an equal owner again.

15 91. Instead, the Seenos took all of the Whittemores' real and personal property, never
16 gave them an accounting, and eventually told the Whittemores that they would never be allowed
17 to buy back into the company.

18 92. The Seenos have defrauded the Whittemores out of their property, the \$30 million
19 that WNG owes to the Whittemores, less any amounts still owing to Tom Seeno and WNG, and
20 the approximate \$60 million in equity that the Whittemores owned in WNG.

21 93. The Whittemores have been damaged in excess of \$60 million.

22 94. The action of the Seenos was done with oppression, fraud and malice and the
23 Whittemores are entitled to an award of punitive damages in an amount sufficient to punish the
24 Seenos and deter the Seenos from taking action such as was taken against the Whittemores.

25 95. The Whittemores have had to retain counsel to prosecute this action and are
26 entitled to their reasonable attorney's fees.

27 ///

28

1 **SIXTH CAUSE OF ACTION**

2 **(Breach of the Covenant of Good Faith and Fair Dealing)**

3 96. The Whittemores replead and reallege each and every allegation set forth in
4 Paragraphs 1 through 95, inclusive, of the Complaint, and incorporate the same by this reference
5 as though set forth in full herein.

6 97. Every contract contains a covenant of good faith and fair dealing that precludes
7 one party from doing anything that would defeat the other party's rights under the contract.

8 98. The Whittemores specially relied upon the Seenos to treat them fairly under the
9 agreements and to not take actions to intentionally defeat the Whittemores' rights under their
10 various agreements.

11 99. The Seenos were in a dominant position over the Whittemores so that the
12 Whittemores had no alternative but to trust the Seenos.

13 100. The Seenos breached the covenant of good faith and fair dealing and
14 misappropriated the Whittemores' real and personal property assets.

15 101. The Whittemores have been damaged in excess of \$60 million.

16 102. The Seenos acted with oppression, fraud or malice.

17 103. The Whittemores are entitled to an award of punitive damages in an amount
18 sufficient to punish and deter the Seenos from similar actions.

19 104. The Whittemores have been forced to retain counsel to prosecute this action and
20 are entitled to an award of their reasonable attorney's fees.

21 **SEVENTH CAUSE OF ACTION**

22 **(Intentional Infliction of Emotional Distress)**

23 105. The Whittemores replead and reallege each and every allegation set forth in
24 Paragraphs 1 through 104, inclusive, of the Complaint, and incorporate the same by this reference
25 as though set forth in full herein.

26 106. The acts of the Seenos herein described have caused the Whittemores severe
27 emotional distress.
28

1 are entitled to an award of their reasonable attorney's fees.
2

3 **NINTH CAUSE OF ACTION**

4 **(Civil Conspiracy)**

5 119. The Whittemores replead and reallege each and every allegation set forth in
6 Paragraphs 1 through 118, inclusive, of the Complaint, and incorporate the same by this reference
7 as though set forth in full herein.

8 120. The Seenos entered into concerted action that was designed and intended to
9 accomplish an unlawful objective for the purpose of harming the Whittemores.

10 121. As a direct and proximate result of the Seenos' bad conduct, the Whittemores have
11 been damages in excess of \$60 million.

12 122. The Seenos have entered into concerted action to obtain funds from Whittemores
13 on behalf of WNG to use and/or invest in other businesses owned by Seenos, and to avoid
14 payment of lawful obligations to the Whittemores as well as their tax obligations.

15 123. As a result of Seenos' actions, Whittemores have incurred damages in excess of
16 \$60 million.

17 **TENTH CAUSE OF ACTION**

18 **(Conversion)**

19 124. The Whittemores replead and reallege each and every allegation set forth in
20 Paragraphs 1 through 123, inclusive, of the Complaint, and incorporate the same by this reference
21 as though set forth in full herein.

22 125. The Seenos, and each of them, converted Whittemores' interest in WNG and their
23 personal property to their own by the acts alleged above.

24 126. The Seenos, and each of them, exerted a distinct act of dominion over
25 Whittemores and converted Whittemores' interest in WNG and their personal property, in denial
26 of, or inconsistent with, Whittemores' rights therein or in derogation, exclusion or defiance of
27 such rights.

28 127. Seenos' actions were malicious, oppressive and fraudulent, entitling Whittemores

1 to an award of punitive damages to deter such conduct in the future.

2
3 **ELEVENTH CAUSE OF ACTION**

4 **(Breach of Fiduciary Duty)**

5 128. The Whittemores replead and reallege each and every allegation set forth in
6 Paragraphs 1 through 127, inclusive, of the Complaint, and incorporate the same by this reference
7 as though set forth in full herein.

8 129. Because the Whittemores were promised that they could buy their interest in the
9 company back after Tom Seeno's debt was repaid, the Seenos owed the Whittemores a fiduciary
10 duty not to take any action that might devalue WNG.

11 130. By taking the actions described herein to devalue the assets of WNG while the
12 Whittemores were out of the company, as owners, but while holding the right to re-acquire the
13 Whittemores' interest, the Seenos have breached their fiduciary duties to the Whittemores.

14 131. The Whittemores have been damaged in excess of \$60 million.

15 132. The Seenos' actions were done with fraud, malice and oppressions and the
16 Whittemores are entitled to punitive damages in an amount sufficient to punish and deter the
17 Seenos from taking such actions in the future.

18 133. The Whittemores have been forced to hire counsel to prosecute this action and are
19 entitled to an award of their reasonable attorney's fees.

20 **WHEREFORE**, Plaintiffs, F. HARVEY WHITTEMORE and ANNETTE
21 WHITTEMORE, pray for judgment against Defendants, as follows:

22 1. That the Whittemores be awarded judgment and general damages against
23 Defendants in an amount in excess of \$60,000,000.00, to be determined at trial, plus interest
24 thereon at the legal rate;

25 2. That the Whittemores be awarded in excess of \$60,000,000.00 for special
26 damages, according to proof;

27 3. That the Whittemores be awarded in excess of \$60,000,000.00 for punitive and
28 exemplary damages;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. That the Whittemores be awarded their attorney's fees and costs incurred in this matter; and

5. For such other and further relief as the Court deems just and proper in the premises.

DEMAND FOR TRIAL BY JURY

Plaintiffs, pursuant to F.R.C.P. 38(b), demand a trial by jury in this matter.

DATED this 1st day of February, 2012.

BOWEN HALL

BOWEN HALL

By /s/ Ann O. Hall
ANN O. HALL, ESQ.
Nevada Bar No. 5447
555 South Center Street
Reno, NV 89501
Telephone: 775-323-8678
ahall@bowenhall.com

By /s/ Dan C. Bowen
DAN C. BOWEN, ESQ.
Nevada Bar No. 1555
555 South Center Street
Reno, NV 89501
Telephone: 775-323-8678
dbowen@bowenhall.com

Attorneys for Plaintiffs

Attorneys for Plaintiffs

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INDEX OF EXHIBITS

Exhibit No.	Description	No. of Pages
1.	Letter/email from Brad Mamer to Emilia Cargill, dated September 18, 2011	4