

1 CASE NO. _____

2 DEPT. NO. _____

3 *The undersigned affirms the foregoing*
4 *document does not contain the social security*
5 *number of any person.*

6 **IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

7 **IN AND FOR THE COUNTY OF DOUGLAS**

8 SCOTT COLATO, KYLE JENSEN, WENDI
9 CACCAMISE, SHANNON BROWN,
10 CHERYL MAYFIELD, AND ALI
COLATO,
11 Plaintiffs,

12 vs.

13 DOUGLAS COUNTY SCHOOL
DISTRICT, a political subdivision of the
14 State of Nevada; ANTHONY GRACZA,
an individual; DOES 1-10, inclusive; and
15 ROE ENTITIES I-X, inclusive,
Defendants.

16 **VERIFIED COMPLAINT**

17 Plaintiffs Scott Colato, Kyle Jensen, Wendi Caccamise, Shannon Brown, Cheryl
18 Mayfield, and Ali Colato (collectively, "Plaintiffs"), through their attorneys of record,
19 Maximilian A. Stovall, Esq. and Kacee Atherton, Esq. of the Law Offices of Maximilian A.
20 Stovall, bring this action against Douglas County School District ("DCSD" or the
21 "District"), Anthony Gracza ("Gracza"), DOES 1-10, inclusive, and ROE ENTITIES I-X,
22 inclusive (collectively, "Defendants"), and allege the following based on personal
23 knowledge as to matters concerning themselves and upon information and belief as to all
24 other matters:

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1 licensing and credentialing materials, payroll and leave information, and records
2 containing Social Security-number fields. Because responsive and nonresponsive
3 information appeared in the same personnel files, competent selection and redaction were
4 necessary before production.

5 6. DCSD's later written notices identify February 27, 2026, as the date of the overly
6 broad disclosure. Plaintiffs initially understood that the records may have been released
7 on or about February 2, 2026, based on the timing of Gracza's January 28 request. At the
8 later May 14, 2026, employee meeting, Superintendent Frankie Alvarado stated he had
9 "handed over the folders during a parent complaint meeting" and that the files had been
10 prepared in Human Resources. The precise disclosure date, authorization path, and
11 circumstances of the physical handoff is currently unknown to Plaintiffs.

12 7. The unredacted records remained outside the District's custody until May 14, 2026.
13 During that period, Gracza knowingly possessed Scott Colato's Private Information,
14 including information DCSD later confirmed contained Scott's full Social Security number
15 together with his first and last name, and had the practical ability to review, copy,
16 photograph, scan, transmit, or otherwise retain or disseminate information contained in
17 the production.

18 8. On May 5, 2026, while still in possession of the production, Gracza attended a
19 school-related meeting at Carson Valley Middle School (the "May 5 meeting"). Wendi
20 Caccamise attended in her professional capacity, and Scott Colato also attended. Gracza
21 arrived carrying a large stack of folders, which he placed on the table and rearranged
22 during the meeting. At the time, Wendi did not yet recognize the folders as employee
23 personnel-file materials. Scott recognized them as personnel-file materials concerning
24 affected employees and perceived Gracza's display and handling of the folders as
25 intimidating.

1 9. Executive Director of Human Resources Jeannie Dwyer was also present during
2 this meeting. Given Dwyer's involvement in the records request and preparation of the
3 personnel folders, Plaintiffs believe Dwyer knew or should have known what the folders
4 were and that Gracza continued to possess them; yet, no affected employee was warned.
5 DCSD also did not immediately retrieve the records.

6 10. DCSD did not promptly notify Plaintiffs when the records were released or after the
7 District had reason to know that confidential personnel information had left its control.
8 The affected employees did not learn of the disclosure from DCSD. Instead, Plaintiffs
9 independently discovered the disclosure on or about May 11, 2026, informed one another,
10 and brought the matter to DCSD's attention. Only after Plaintiffs made clear to DCSD that
11 they knew the personnel files had been released did the District undertake the coordinated
12 response described below.

13 11. After the disclosure surfaced, DCSD's internal communications reflected
14 uncertainty concerning what had been produced, which files had been reviewed, why
15 records outside the request were included, whether every file had been redacted, and
16 whether a separate 1,196-page employee-compensation document had also been provided.
17 The District's inability to give affected employees prompt page-level accounting
18 compounded the initial disclosure.

19 12. DCSD later prepared formal breach-notification letters dated June 16, 2026,
20 acknowledging it had "inadvertently made an overly broad disclosure" in responding to
21 Gracza's request. The date printed on those letters did not necessarily correspond with
22 when affected employees actually received notice. Scott Colato did not receive his official
23 notice until July 17, 2026, more than two months after Plaintiffs independently discovered
24 the disclosure and informed DCSD. The District's notice to Scott confirmed his first and
25 last name had been disclosed together with his full Social Security number and offered
26 three years of credit monitoring.

1 13. DCSD's notice to Wendi Caccamise stated the District had not identified disclosure
2 of "Personal Information" as narrowly defined by NRS 603A.040, but nevertheless
3 acknowledged potential access to information concerning her and offered one year of
4 credit monitoring. Plaintiffs later confirmed that the production included a partial Social
5 Security number belonging to Wendi.

6 14. Cheryl Mayfield likewise did not receive any District-initiated communication
7 concerning the disclosure until July 17, 2026, when DCSD emailed her a notice bearing a
8 June 16, 2026, date. Cheryl's notice offered credit monitoring and represented that
9 enrollment information would be sent promptly; as of August 25, 2026, Cheryl had not
10 received that information.

11 15. Shannon Brown learned of the disclosure from Cheryl, rather than from DCSD, and
12 neither Cheryl nor Shannon was included in the May 14 meeting or the contemporaneous
13 communications provided to other affected employees. Although Shannon first learned of
14 the disclosure from Cheryl, DCSD did not send him a formal notice until July 17, 2026. The
15 notice offered one year of credit monitoring but provided no information concerning
16 enrollment. Plaintiffs later confirmed that the production included Shannon's full Social
17 Security number.

18 16. Gracza was a parent involved in an ongoing and contentious dispute with DCSD
19 personnel concerning his child's educational services.

20 17. DCSD knew or should have known that releasing unreviewed personnel folders to
21 a requester involved in an active dispute with District employees created foreseeable
22 privacy, identity-theft, harassment, safety, and emotional-distress risks.

23 18. Plaintiffs' claims against Gracza do not arise from his submission of the public-
24 records request or lawful receipt of public information. They arise from his alleged
25 knowing retention and display of confidential materials, unlawful use and dissemination
26 of Scott's identifying information.

1 19. Plaintiffs have incurred and will continue to incur time, expenses, and disruption in
2 monitoring financial and government accounts, placing freezes or alerts where
3 appropriate, replacing or securing financial instruments, investigating suspicious and
4 fraudulent activity, communicating with DCSD and financial institutions, and taking
5 reasonable personal-safety precautions.

6 20. Plaintiffs have also suffered loss of privacy and control over their Private
7 Information, fear and anxiety concerning further misuse or dissemination, emotional
8 distress, physical stress symptoms where applicable, disruption of home and work life,
9 and other economic and noneconomic harm.

10 21. Wendi Caccamise, Scott Colato, and Kyle Jensen withdrew from extended-school-
11 year work following the disclosure, resulting in lost compensation. Wendi experienced
12 substantial stress and adverse health effects and now receives required professional
13 treatment. Kyle experienced additional emotional distress when disciplinary action was
14 threatened after he pressed DCSD for answers concerning the disclosure. Following the
15 disclosure and ensuing fraudulent activity, Scott began attending weekly therapy to
16 address his anxiety and distress.

17 22. Cheryl experienced significant psychological and physical manifestations of distress
18 that aggravated a preexisting condition, interfered with daily functioning and sleep, and
19 required treatment, medication adjustment, and continuing follow-up care.

20 23. Scott and Ali Colato experienced separate incidents of fraudulent financial activity
21 shortly thereafter.

22 24. On or about June 4, 2026, before DCSD provided Scott and Ali with formal breach
23 notification, a card associated with their Greater Nevada Credit Union account was
24 subjected to three unauthorized attempted charges of \$47.52 each identified as "GTG
25 London." The repeated attempts required additional account review and mitigation.
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1 Upon information and belief, this activity was facilitated by or derived from Scott's Private
2 Information disclosed by DCSD to Gracza.

3 25. On or about June 18, 2026, an unauthorized online Best Buy purchase of nearly
4 \$1,000.00 was made for a laptop using Scott's personal debit-card information and
5 multiple pieces of his actual identifying information, including his name, personal
6 telephone number, home address, and personal email address, while Scott remained in
7 physical possession of the card. Scott and Ali discovered and cancelled the transaction
8 before pickup, recovered the funds, and were required to cancel and replace the
9 compromised debit card and secure their personal financial account. Scott and Ali
10 separately reported the Best Buy transaction to law enforcement and filed a police report
11 concerning the fraud.

12 26. On or about June 19, 2026, a business-card account associated with Ali and Right
13 Up Your Ali LLC received fraud alerts concerning two unfamiliar zero-dollar verification
14 attempts, after which the card was blocked. Upon information and belief, the identifying
15 information used to facilitate these fraudulent incidents was derived from or
16 supplemented by Scott's Private Information disclosed by DCSD to Gracza.

17 27. Approximately two months after the June 4, 2026, Greater Nevada Credit Union
18 fraud, the replacement debit card issued for that account was subjected to seven additional
19 attempted transactions. Six attempts were declined. One \$3.64 transaction identified as
20 "Food Basics" in Ontario, Canada, was approved by the card issuer but was not
21 authorized by Scott or Ali; four \$0 transactions were identified as "Turo Inc." in California;
22 and two \$0 transactions were identified as "Travel Tripper" in Florida.

23 28. Upon information and belief, the pattern and recurrence of fraudulent activity after
24 Gracza obtained Scott's Private Information support an inference that Scott's information
25 was disseminated beyond Gracza.

1 29. Plaintiffs do not presently know the identity of any recipient, the precise method of
2 dissemination, whether Gracza received compensation, or who initiated the later
3 replacement-card transactions.

4 30. Plaintiffs seek compensatory and other recoverable damages, including damages
5 for loss of privacy and emotional distress, subject to Nevada law; actual damages, costs,
6 and attorneys' fees available under NRS 41.1345, NRS 205.4605, and NRS 41.1347; punitive
7 damages against Gracza under NRS 41.1345 and NRS 42.005 where warranted; declaratory
8 and narrowly tailored injunctive relief; an individualized accounting of what was released;
9 reasonable identity-protection and restoration measures; preservation and return or
10 destruction of nonpublic copies still within Defendants' possession or control; and
11 correction of the operational failures that permitted unreviewed personnel records to leave
12 DCSD's custody.

13 **DEFINITION OF PRIVATE INFORMATION**

14 31. For purposes of this Complaint, "Private Information" means nonpublic
15 information identifying or concerning an individual that is protected by statute, common
16 law, contract, District policy, or a reasonable expectation of privacy. It includes "personal
17 information" as defined in NRS 603A.040, including a person's first name or first initial
18 and last name in combination with a qualifying unencrypted data element such as a Social
19 Security number.

20 32. Private Information also includes information that may fall outside the narrow
21 statutory definition in NRS 603A.040 but remains confidential or highly sensitive,
22 including a home address, personal telephone number, personal email address, signature,
23 date of birth, family information, professional references, transcripts, credentialing
24 records, employment-application materials, benefit or payroll records, education and
25 employment history, and other information capable of facilitating impersonation, account
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1 takeover, social-engineering, account-recovery or security-question attempts, stalking,
2 harassment, or identity theft.

3 33. DCSD required Plaintiffs to provide or permit collection of much of this
4 information for employment, payroll, benefits, licensure, retirement participation,
5 background screening, credentialing, and personnel administration. Plaintiffs did not
6 consent to wholesale public disclosure of their Private Information.

7 THE PARTIES

8 34. Plaintiff Scott Colato is a resident of Douglas County, Nevada. At all times relevant
9 to this action, he has been employed by DCSD as a Special Education Teacher at Carson
10 Valley Middle School.

11 35. Plaintiff Kyle Jensen is a resident of Douglas County, Nevada. At all times relevant
12 to this action, he has been employed by DCSD as a Special Education Teacher at Carson
13 Valley Middle School.

14 36. Plaintiff Wendi Caccamise, formerly Wendi Malmed, is a resident of Douglas
15 County, Nevada. She has been employed by DCSD since 2019 and, at all times relevant to
16 this action, has been employed as a Special Education Teacher at Carson Valley Middle
17 School.

18 37. Plaintiff Shannon Brown is a resident of Douglas County, Nevada and is a longtime
19 DCSD administrator who was employed by the District from approximately 2008 through
20 June 30, 2026. From approximately October 10, 2024, through June 30, 2026, Brown was
21 employed as Executive Director of Education at the District Office. After DCSD
22 eliminated his position, Brown's last physical day at work was March 20, 2026. Brown
23 elected to remain on administrative leave through the end of his contract on June 30, 2026
24 rather than accept a contract buyout. Thus, Brown remained a DCSD employee when the
25 disclosure was discovered, even though he was no longer physically reporting to work.
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1 38. Plaintiff Cheryl Mayfield is a resident of Douglas County, Nevada. From
2 approximately October 14, 2024, through June 30, 2026, Mayfield was employed as
3 Executive Director of Inclusive Education at the District Office. After DCSD eliminated
4 her position, Mayfield's last physical day at work was March 20, 2026. Mayfield elected to
5 remain on administrative leave through the end of her contract on June 30, 2026, rather
6 than accept a contract buyout. Thus, Mayfield remained a DCSD employee when the
7 disclosure was discovered, even though she was no longer physically reporting to work.

8 39. Plaintiff Ali Colato is a resident of Douglas County, Nevada and is married to
9 Plaintiff Scott Colato. Ali was not named in Gracza's January 28, 2026, request. Her
10 resulting injury does not depend on the production of a separate personnel record
11 concerning her. Rather, upon information and belief, Private Information disclosed to
12 Gracza concerning Scott was subsequently used to facilitate fraudulent activity affecting
13 financial accounts associated with Scott and Ali, including three attempted charges
14 through Greater Nevada Credit Union on June 4, 2026, an unauthorized Best Buy
15 transaction on June 18, 2026, unauthorized verification attempts involving a business-card
16 account associated with Ali and Right Up Your Ali LLC on June 19, 2026, and later
17 attempted transactions involving the replacement Greater Nevada Credit Union debit
18 card. These incidents required Scott and Ali to investigate the activity, replace or secure
19 affected payment cards and accounts, and take additional measures to protect against
20 further fraud.

21 40. Defendant Douglas County School District is a Nevada political subdivision and
22 governmental agency headquartered in Douglas County, Nevada. DCSD is a "data
23 collector" within the meaning of NRS 603A.030, because it is a governmental agency that
24 handles, collects, maintains, disseminates, or otherwise deals with nonpublic personal
25 information.

1 41. Upon information and belief, Defendant Anthony Gracza is a resident of Douglas
2 County, Nevada. Gracza submitted the January 28, 2026, public-records request and
3 received the challenged production.

4 42. The true names and capacities of DOES 1–10 and ROE ENTITIES I–X are presently
5 unknown. Plaintiffs therefore sue those Defendants by fictitious names and will amend
6 this Verified Complaint when their identities and roles are discovered. Each fictitiously
7 named Defendant participated in, directed, authorized, ratified, concealed, failed to
8 correct, or otherwise bears legal responsibility for the conduct alleged herein.

9 43. At all relevant times, the acts and omissions of DCSD officers and employees
10 alleged herein were undertaken within the course and scope of their public duties or
11 employment, unless discovery establishes otherwise.

12 JURISDICTION AND VENUE

13 44. This Court has subject-matter jurisdiction, because Plaintiffs seek damages in excess
14 of Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, attorneys' fees, and costs,
15 and seek declaratory and equitable relief within the jurisdiction of this Court.

16 45. This Court has personal jurisdiction over DCSD, which is a Nevada political
17 subdivision headquartered in Douglas County and the conduct at issue occurred in
18 Douglas County. This Court has personal jurisdiction over Gracza, because he is believed
19 to reside in Douglas County and requested, received, and retained records in Nevada.

20 46. Venue is proper in Douglas County under NRS 13.040 since Defendants reside
21 and/or conduct business in this County and the acts and omissions giving rise to the
22 claims occurred here.

23 47. DCSD is the proper governmental defendant for tort claims arising from acts or
24 omissions of its officers and employees undertaken within the course and scope of public
25 duties. Plaintiffs do not presently name individual DCSD officers or employees as tort
26 defendants.

1 48. The challenged conduct concerns the operational handling of a specific public-
2 records request (i.e., selection of responsive material, review, redaction, custody, delivery,
3 tracking, retrieval, and breach response) not a challenge to a protected high-level policy
4 choice. Plaintiffs seek tort damages against DCSD subject to NRS 41.035 and therefore do
5 not seek punitive or exemplary damages against DCSD.

6 **FACTUAL ALLEGATIONS**

7 **A. DCSD Required and Retained Sensitive Employee Information**

8 49. DCSD collected and maintained Private Information concerning Plaintiffs for
9 employment and administrative purposes, including payroll, tax reporting, licensure,
10 retirement, benefits, background screening, credentials, employment history, leave
11 administration, and personnel management.

12 50. Plaintiffs had little or no practical ability to withhold information required for
13 employment or personnel administration. DCSD controlled the storage, internal access,
14 review, redaction, and release of personnel records.

15 51. DCSD knew or reasonably should have known that full Social Security numbers,
16 home-contact information, signatures, dates of birth, and similar identifiers can expose
17 employees to identity theft, financial fraud, impersonation, stalking, harassment, and
18 unauthorized access to financial or government accounts.

19 52. DCSD also knew or reasonably should have known that combinations of personal
20 email addresses, home addresses, signatures, education and employment history,
21 reference information, and similar biographical details can be used in social-engineering
22 and account-recovery attempts, including attempts directed at financial, retirement, and
23 other protected online accounts, even where a particular data element does not
24 independently satisfy the narrow statutory definition in NRS 603A.040.

25 53. NRS 603A.210(1) requires DCSD, as a “data collector” under NRS 603A.030, to
26 implement and maintain reasonable security measures to protect records containing

1 personal information from unauthorized access, acquisition, use, modification, or
2 disclosure.

3 54. NRS 603A.210(2) further requires a governmental data collector, to the extent
4 practicable, to comply with the current CIS Controls or corresponding standards adopted
5 by the National Institute of Standards and Technology with respect to the collection,
6 dissemination, and maintenance of records containing personal information.

7 55. NRS 239B.030 separately governs personal information contained in documents
8 recorded, filed, or otherwise submitted to a governmental agency. For purposes of
9 NRS 239B.030, “personal information” has the meaning provided in NRS 603A.040.

10 56. Under NRS 239B.030(2), when personal information is required to be included in a
11 document submitted to a governmental agency pursuant to state or federal law, for
12 administration of a public program, or for an application for a state or federal grant, the
13 governmental agency must maintain that information in a confidential manner. The
14 agency may disclose the information only as required to carry out the applicable law,
15 administer the public program, or process the grant application. To the extent DCSD
16 required Plaintiffs to submit personal information within the meaning of NRS 603A.040
17 for such purposes, DCSD was required to maintain that information confidentially and
18 restrict its disclosure accordingly.

19 57. NRS 603A.220 further requires a data collector that owns or licenses computerized
20 data containing personal information to provide notice following discovery of a breach of
21 the security of the system data to any Nevada resident whose unencrypted personal
22 information was, or is reasonably believed to have been, acquired by an unauthorized
23 person. Such notification must be made in the most expedient time possible and without
24 unreasonable delay, subject to the statutory exceptions set forth therein.

25 58. Nevada public-records law does not permit a governmental entity to produce
26 confidential portions of an otherwise public record. NRS 239.010(3) expressly requires

1 redaction, deletion, concealment, or separation of confidential information from
2 information that is not otherwise confidential.

3 59. The Nevada Supreme Court likewise recognizes nontrivial personal privacy
4 interests may warrant redaction when public records identify employees or other
5 individuals. *See Clark County School District v. Las Vegas Review-Journal*, 134 Nev. 700, 429
6 P.3d 313 (2018).

7 **B. The Personnel Files Contained Sensitive Information Requiring Review**

8 60. The following allegations identify categories of information DCSD maintained in
9 Plaintiffs' personnel records and explain why a document-by-document review was
10 necessary. Except where DCSD has expressly admitted actual disclosure, Plaintiffs do not
11 allege at this stage that every data element maintained in every file was necessarily
12 included in the production. The precise scope of each individualized disclosure remains
13 within DCSD's knowledge and records.

14 61. Scott Colato's DCSD records included employment applications and verification
15 materials containing personal contact information and, in at least one employment-
16 verification record, his full Social Security number. DCSD later expressly confirmed
17 Scott's first and last name and full Social Security number were actually disclosed to
18 Gracza.

19 62. Additionally, Scott's personal cell-phone number, personal email address, home
20 address, copies of his signature, reference letters and email addresses for references, his
21 resume, and education and employment background information was disclosed in the
22 production to Gracza. Scott's resume included his full name, personal email address, and
23 biographical details, including educational and prior-residence information, all of which
24 could be used in social-engineering or account-recovery attempts.

25 63. Plaintiffs do not allege each such item independently constitutes "personal
26 information" under NRS 603A.040; rather, their disclosure demonstrates the breadth of the

1 production and the increased risk created by releasing multiple sensitive data points
2 together.

3 64. Kyle Jensen's DCSD records included a hiring packet containing personal contact
4 information, employment history, educational information, and professional-reference
5 information, as well as contracts, licensing materials, and compensation records. The set of
6 materials later provided or shown to Kyle contained no portion of his Social Security
7 number. Kyle questions whether that set accurately and completely replicated the
8 materials originally provided to Gracza. Because DCSD has not supplied a reliable page-
9 level accounting or original production set, Plaintiffs cannot presently determine whether
10 the original production contained any portion of Kyle's Social Security number or other
11 qualifying personal information.

12 65. Wendi Caccamise's DCSD records included a 2019 employment application
13 containing then-current home-contact information, employment history, education and
14 reference information; an interim special-education endorsement agreement containing a
15 date-of-birth field and license information; and correspondence concerning coursework for
16 her special-education endorsement. The production included a partial Social Security
17 number belonging to Wendi. DCSD later stated that it had not identified disclosure of
18 "Personal Information" as defined by NRS 603A.040, while acknowledging potential
19 access to information concerning her.

20 66. Shannon Brown's DCSD records included hiring and application materials
21 containing personal contact, education, employment, reference, and background
22 information, together with contracts, licensing materials, compensation information, and
23 his full Social Security number. Brown's employment application also contained his
24 disclosure of a traffic misdemeanor dating about thirty years ago. The application,
25 including Brown's full Social Security number and disclosure of the decades-old
26 conviction, was included in the materials provided to Gracza.

1 67. Plaintiffs do not allege the conviction information, standing alone, constitutes
2 “personal information” within the narrow definition of NRS 603A.040. Rather, the
3 disclosure of Brown’s decades-old criminal-history information as part of his employment
4 application further demonstrates DCSD’s failure to conduct an individualized relevance,
5 confidentiality, and redaction review before producing personnel-file materials. The fact
6 that the underlying conviction may have been publicly obtainable from another source did
7 not render Brown’s entire employment application unrestricted public information.
8 However, some copies now available to Plaintiffs contain redactions, further illustrating
9 that DCSD itself recognized that at least some information in Brown’s file should not have
10 been publicly disclosed.

11 68. Cheryl Mayfield’s DCSD records included an online application and hiring
12 materials containing personal contact, employment, education, and reference information,
13 as well as contracts, licensing materials, compensation records, payroll-related records,
14 and her full Social Security number. These materials, including Cheryl’s full Social
15 Security number, were included in the production to Gracza.

16 69. The materials concerning Mayfield indicate detailed personal and employment
17 information had been included in the disclosure. Mayfield reasonably fears the combined
18 information could be used in social-engineering or account-recovery attempts directed at
19 her PERS or other retirement-related accounts.

20 70. Ali Colato was not one of the eleven employees named in Gracza’s January 28, 2026,
21 public-records request. Her resulting injury does not depend on the production of a
22 separate record concerning Ali. Instead, upon information and belief, Private Information
23 disclosed to Gracza concerning Scott Colato was subsequently used to facilitate fraudulent
24 activity affecting the personal checking account shared by Scott and Ali and a business-
25 card account associated with Ali and Right Up Your Ali LLC. Those events further
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1 demonstrate the foreseeable consequences of DCSD's failure to adequately review, limit,
2 and redact the records produced in response to Gracza's request.

3 71. The presence of both potentially public employment information and nonpublic
4 identifiers in the same personnel files made it foreseeable that an overbroad production
5 could cause significant harm unless DCSD first separated responsive records and redacted
6 protected information.

7 **C. Gracza's January 28, 2026, Public-Records Request**

8 72. On January 28, 2026, Gracza submitted a written public-records request pursuant to
9 NRS 239.010. He requested records concerning current positions, qualifications and
10 eligibility, hiring or promotion decisions, compensation and step placement, applications
11 and resumes, education and certifications relied upon, appointment and personnel-action
12 forms, and salary or step-setting records.

13 73. The request named Greg Thetford, Sarah Sparhawk, Wendi Caccamise, Scott
14 Colato, Kyle Jensen, Autumn Thetford, Shannon Brown, Leslie Peters, Jeannie Dwyer,
15 Cheryl Mayfield, and Amy Kidman-Delaney. It did not name Ali Colato.

16 74. In an internal communication dated January 28, 2026, Executive Director of Human
17 Resources Jeannie Dwyer identified categories she believed were public, including names
18 and job titles, salary or step information, employment dates, and specific contracts. That
19 communication did not direct disclosure of unredacted Social Security numbers, private
20 home-contact information, signatures, or complete personnel files.

21 75. At the time of the request, Gracza was involved in a dispute with DCSD personnel
22 concerning his child's educational services.

23 76. On May 5, 2026, Gracza attended the May 5, 2026, meeting at Carson Valley Middle
24 School concerning his child's educational services. By that point, if DCSD's February 27,
25 2026, disclosure date is correct, he had possessed the unredacted production for more than
26 two months.

1 77. At the May 5, 2026, meeting, Gracza entered with an armload of folders, placed
2 them on the table, and rearranged them at various points during the meeting. Wendi
3 Caccamise did not yet recognize the folders as employee personnel-file materials and did
4 not learn that fact until more than a week later. Dwyer was present at the same meeting.

5 78. Dwyer knew or should have known the folders were the personnel-file materials
6 prepared in response to Gracza's request and, at a minimum, knew or should have known
7 that those materials remained outside DCSD's custody.

8 79. Wendi later perceived Gracza's deliberate display and handling of the folders as
9 intimidating. Scott, who recognized the folders during the meeting as personnel-file
10 materials concerning affected employees, likewise perceived Gracza's display and
11 handling of the materials as intimidating. No affected employee was warned by DCSD,
12 and the District did not retrieve the records at that time.

13 **D. DCSD Released Unredacted Personnel Records**

14 80. DCSD's later notices identify February 27, 2026, as the date on which the overly
15 broad disclosure occurred. Internal District communications separately indicate that
16 Human Resources prepared folders for the request and that Administrative Assistant
17 Kelly Walter placed the files on Dwyer's desk.

18 81. Upon information and belief, Dwyer had not completed final review and redaction
19 of the files before Superintendent Alvarado obtained or was given the folders.

20 82. Alvarado later said in an in-person meeting on or about May 14, 2026, that he
21 "handed over the folders during a parent complaint meeting" and that "[t]he files were
22 prepared in HR." He also stated that he handed over the documents only. These
23 statements indicate that physical personnel-file materials were delivered directly to Gracza
24 before a competent review-and-redaction process had been completed.

25 83. DCSD's formal notices identify February 27, 2026, as the disclosure date. Plaintiffs
26 initially believed the records may have been produced in early February based on the

1 timing of Gracza's January 28 request, but the present record does not establish February 2
2 as the actual production date. Plaintiffs therefore plead February 27, 2026, as DCSD's
3 stated disclosure date and reserve the right to amend if discovery establishes a different
4 date or authorization path. Based on DCSD's later inability to give affected employees a
5 complete page-level accounting, Plaintiffs allege upon information and belief that the
6 District did not maintain a contemporaneous production log or other reliable chain-of-
7 custody record sufficient to identify every page delivered to Gracza and every confidential
8 data element contained in those pages.

9 84. The production extended beyond the minimum information necessary to respond
10 to the request and included personnel-file materials containing nonpublic information.
11 DCSD disclosed the full Social Security numbers of Scott Colato, Shannon Brown, and
12 Cheryl Mayfield and a partial Social Security number Wendi Caccamise.

13 85. Beyond those confirmed Social Security-number disclosures, Plaintiffs allege on
14 information and belief that additional nonpublic information, including personal contact,
15 signature, date-of-birth, application, reference, credentialing, or similar personnel
16 information, was included in one or more employee files. Plaintiffs seek an individualized
17 accounting identifying every record and data element released rather than assuming that
18 every sensitive field appearing in every retained personnel file was necessarily included in
19 the production.

20 86. The production also included Brown's employment application containing his
21 disclosure of sensitive background information. The disclosure appeared within Brown's
22 personnel and employment-application records. Its inclusion in the production further
23 demonstrates why DCSD was required to conduct a document-specific review of the
24 personnel files rather than treating the contents of an employee's application or personnel
25 folder as categorically subject to unrestricted public disclosure.

1 87. DCSD delivered the records without obtaining a confidentiality agreement,
2 protective order, or written restriction on copying or use.

3 88. Gracza retained the production until May 14, 2026. During that period, DCSD did
4 not provide affected employees with individualized notice or a complete description of the
5 data exposed. Although DCSD necessarily knew that personnel-file folders had been
6 transferred outside District custody, the District did not alert the employees whose files
7 were involved. Plaintiffs instead learned of the disclosure independently and brought it to
8 DCSD's attention themselves.

9 89. Upon information and belief, during the period in which Gracza retained the
10 production, he told the owner of a local gas station that he possessed Social Security
11 numbers contained in the employee personnel records. Plaintiffs allege this statement
12 demonstrates that Gracza knew the materials contained Social Security numbers and
13 supports an inference that his continued retention and display of the materials were
14 deliberate rather than inadvertent.

15 **E. Plaintiffs' Independent Discovery of the Disclosure and DCSD's Delayed**
16 **Response**

17 90. On or about May 11, 2026, Plaintiffs independently learned from information
18 outside DCSD that Gracza had received employee personnel-file materials containing
19 information that should not have been publicly disclosed. DCSD did not alert Plaintiffs to
20 the disclosure; Plaintiffs discovered it on their own.

21 91. After learning of the disclosure, Scott Colato informed other affected employees,
22 including Cheryl Mayfield, and Cheryl informed Shannon Brown. Plaintiffs then brought
23 the disclosure to DCSD's attention and made clear that they were aware employee
24 personnel records had been released without appropriate redaction. Shannon and Cheryl
25 therefore learned of the disclosure from other affected employees, not from their
26 employer.

1 92. By May 11, 2026, at the latest, DCSD had actual notice that affected employees had
2 discovered the disclosure and were demanding action. The District's coordinated
3 response visible to Plaintiffs, including the May 14 meeting, efforts to recover the records,
4 insurance involvement, discussion of law-enforcement measures, and later credit-
5 monitoring efforts, followed Plaintiffs' independent discovery and notification to DCSD.

6 93. DCSD convened a meeting with certain affected employees on May 14, 2026. Notes
7 from that meeting reflect that the District was still attempting to determine what had been
8 shared, which records had been reviewed, and what protections were available. Cheryl
9 Mayfield and Shannon Brown, although still DCSD employees on administrative leave,
10 were not included in the meeting or the contemporaneous group communications
11 concerning the disclosure.

12 94. At the May 14, 2026, meeting, District representatives acknowledged attorney
13 guidance should have been followed before release and stated that an insurance claim had
14 been filed concerning an "inappropriate disclosure of information."

15 95. At the same May 14 meeting, Alvarado told Scott Colato that only the last four
16 digits of Scott's Social Security number had been disclosed. Alvarado made that statement
17 while handing Scott the documents.

18 96. Scott immediately reviewed the materials and, within seconds, located his full
19 Social Security number in two separate places. The incident demonstrated that, even after
20 the disclosure had surfaced and before providing assurances to an affected employee,
21 DCSD had not completed a competent review of the recovered records.

22 97. District representatives advised employees that Gracza had been contacted and
23 asked to stop sharing information. Affected employees requested a timeline, identification
24 of all records released, credit monitoring, safety measures, legal protection, and assurances
25 concerning future problems traceable to the disclosure. DCSD also discussed a police
26

1 report, possible workplace protective measures, consultation with law enforcement, and
2 consultation with the District Attorney.

3 98. DCSD recovered physical records from Gracza on May 14, 2026, and redacted them
4 on May 15, 2026. Redaction after return could not eliminate any photographs, scans,
5 copies, notes, or information that may already have been created, transmitted, or retained.

6 99. On May 18, 2026, Superintendent Alvarado stated Gracza had returned “all
7 documents” and that all had been redacted. Because DCSD lacked a complete
8 contemporaneous production log and had not controlled the records while they were in
9 Gracza’s possession, the District could not independently verify that no copies,
10 photographs, scans, or notes existed.

11 100. In the days after the May 14, 2026, meeting, affected employees repeatedly sought
12 information that DCSD had not proactively provided, including a timeline, the scope of
13 the production, the confidential information exposed, and the date on which DCSD first
14 learned of the problem. Scott Colato questioned why documents outside the request were
15 included, why some files contained more sensitive information than others, when DCSD
16 first realized the error, and whether every identified employee’s file had been produced
17 unredacted.

18 101. DCSD communications also referenced a separate 1,196-page employee-
19 compensation document prepared for a similar request. Executive Director Dwyer stated
20 she was unsure whether that document had been provided to Gracza, further illustrating
21 the District’s inability to promptly reconstruct the complete production.

22 102. Following the May 14 meeting, affected employees waited approximately two
23 weeks for a promised follow-up meeting scheduled for June 1, 2026. During that period,
24 Alvarado repeatedly deferred substantive questions to Dwyer and represented Dwyer
25 would provide individualized email responses and address the remaining questions at the
26 June 1 meeting.

1 103. At the June 1 meeting, Dwyer brought files that appeared materially larger than the
2 materials previously shown or returned to the affected employees. The size difference
3 caused Plaintiffs to question whether the earlier copies were complete and whether
4 additional Private Information had been disclosed. Despite advance notice of the
5 employees' questions, Dwyer did not provide the requested accounting or substantive
6 answers, and the meeting ended before the employees' concerns were resolved.

7 104. Following the June 1 meeting, Plaintiffs allege Dwyer sought disciplinary action
8 against Kyle Jensen based on his reaction during the meeting. The prospect of discipline
9 remained unresolved for approximately six days before Alvarado declined to pursue it.
10 During that period, Kyle experienced significant stress and texted Alvarado requesting a
11 call to discuss the situation but did not receive a response. The episode heightened
12 Plaintiffs' concern that pressing DCSD for answers concerning the disclosure could result
13 in adverse employment consequences.

14 105. On June 2, 2026, following an in-person conversation, Superintendent Alvarado
15 advised Caccamise that DCSD's risk pool was identifying resources for credit monitoring,
16 a complaint had been received, and a neutral investigator would likely be engaged, a
17 police report had been filed with School Resource Officer Kevin Karosich, and the
18 insurance claim remained under review.

19 106. On June 4, 2026, Caccamise replied to the District, expressing that this incident had
20 severely affected her health and wellbeing and expressed fear of retaliation related to the
21 District's handling of affected employees and their supporters.

22 107. DCSD's formal breach-notification letters bear a June 16, 2026, date. At least some
23 affected employees, however, did not receive those notices until July 17, 2026. Scott
24 received his official notice on July 17, 2026, more than two months after Plaintiffs
25 independently discovered the disclosure and brought it to DCSD's attention. Cheryl's first
26 District-initiated communication concerning the disclosure was likewise an email sent on

1 July 17, 2026, attaching a letter dated June 16. The discrepancy between the date printed
2 on the notices and the date of actual transmission or receipt is a subject for discovery.

3 108. The notices admitted an “overly broad disclosure,” but did not provide a complete
4 page-by-page inventory, identify every data element contained in each employee’s
5 production, explain how DCSD verified return or destruction of copies, or establish
6 whether the records had been photographed, scanned, transmitted, or otherwise
7 duplicated.

8 109. DCSD offered different credit-monitoring measures based on its assessment of the
9 information exposed. Scott Colato’s notice offered three years of credit monitoring after
10 the District confirmed disclosure of his full Social Security number. Wendi Caccamise was
11 offered one year despite the disclosure of a partial Social Security number. Cheryl
12 Mayfield’s notice offered credit monitoring and stated enrollment information would be
13 sent promptly, but the promised information was not timely furnished despite disclosure
14 of her full Social Security number. Shannon Brown received a formal notice on July 17,
15 2026, offering one year of credit monitoring despite disclosure of his full Social Security
16 number, but he received no enrollment information or assistance. Cheryl and Shannon
17 were also excluded from the May 14, 2026, meeting and the contemporaneous protective
18 measures offered to other affected employees.

19 110. Thereafter, Renee Bidart advised affected employees by email that no employee had
20 completed enrollment in the TransUnion credit-monitoring program. DCSD planned to
21 meet with current employees to complete enrollment and pay for the monitoring with a
22 District credit card. Notwithstanding DCSD’s July 17 notice offering one year of
23 monitoring, Shannon received no enrollment communication or instructions from
24 TransUnion. Plaintiffs allege DCSD treated Shannon and Cheryl Mayfield differently from
25 current employees, even though they were affected by the same disclosure. Cheryl’s
26

1 notice also stated enrollment information would be sent promptly, but no information was
2 ever sent to her.

3 111. DCSD represented it implemented enhanced staff training, increased oversight and
4 monitoring, enforcement of existing public-records procedures, and system hardening
5 after the disclosure. Plaintiffs presently lack sufficient information to determine the
6 specific controls implemented or whether those measures were independently reviewed.
7 Significantly, these remedial measures were undertaken only after affected employees
8 independently discovered the disclosure and forced the issue into the open.

9 **F. Actual Injury, Fraudulent Activity, Privacy, Emotional Distress, Mitigation,**
10 **Safety, and Employment Harm**

11 112. Disclosure of a full Social Security number coupled with a person's name creates a
12 continuing identity-theft risk because the number cannot simply be changed in the
13 ordinary course. Exposure of private home-contact information, signatures, dates of birth,
14 employment history, and similar data can also facilitate impersonation, account recovery
15 attempts, targeted harassment, social-engineering efforts, and financial fraud. The
16 fraudulent activity alleged below demonstrates these risks were concrete rather than
17 merely hypothetical as to Scott and Ali Colato.

18 113. Plaintiffs have taken or reasonably anticipate taking mitigation measures including
19 credit monitoring, fraud alerts or freezes, review of credit and financial accounts,
20 replacement or blocking of affected cards or accounts, communications with financial
21 institutions and government agencies, and reasonable home or workplace safety
22 precautions.

23 114. Plaintiffs have spent uncompensated time communicating with DCSD, financial
24 institutions, credit bureaus, law enforcement, insurers, and identity-protection providers
25 and investigating the extent and consequences of the disclosure.
26

1 115. On or about June 4, 2026, while Plaintiffs were still awaiting formal individualized
2 breach notification from DCSD, a payment card associated with Scott and Ali Colato's
3 Greater Nevada Credit Union account was subjected to three unauthorized attempted
4 charges of \$47.52 each identified as "GTG London." The repeated attempts required Scott
5 and Ali to review and secure the account and heightened the need for immediate identity-
6 theft and fraud mitigation. Upon information and belief, this activity was facilitated by or
7 derived from Scott's Private Information disclosed by DCSD to Gracza.

8 116. On or about June 18, 2026, an unauthorized online purchase of nearly \$1,000.00 was
9 made at Best Buy using Scott Colato's personal debit-card information. The transaction
10 was for a laptop scheduled for pickup at the Carson Valley Best Buy and was placed
11 remotely while Scott remained in physical possession of his debit card. The transaction
12 used multiple pieces of Scott's actual identifying information, including his name,
13 personal telephone number, home address, personal email address, and debit-card
14 information. Upon information and belief, the identifying information used to facilitate
15 the transaction was derived from or supplemented by Scott's Private Information
16 disclosed by DCSD to Gracza. Scott and Ali discovered the transaction before pickup,
17 cancelled it, recovered the funds, cancelled and replaced the compromised debit card, and
18 took additional steps to secure their personal financial account. Scott and Ali separately
19 reported the Best Buy transaction to law enforcement and filed a police report concerning
20 the fraud.

21 117. On or about June 19, 2026, a business-card account associated with Ali Colato and
22 Right Up Your Ali LLC received fraud-center alerts concerning unauthorized verification
23 attempts associated with CAR COVER WORLD LLC and GAUJALAB.COM. The affected
24 card was blocked, requiring Ali to investigate the activity and take additional steps to
25 secure and protect the business account. Upon information and belief, this activity, like
26

1 the Best Buy incident, was facilitated by or derived from Scott's Private Information
2 disclosed to Gracza.

3 118. Approximately two months after the June 4 incident, the replacement Greater
4 Nevada Credit Union debit card issued after that fraud was subjected to seven additional
5 attempted transactions. Six were declined. One \$3.64 transaction identified as "Food
6 Basics" in Ontario, Canada, was approved by the card issuer but was not authorized by
7 Scott or Ali; four \$0 transactions were identified as "Turo Inc." in California; and two \$0
8 transactions were identified as "Travel Tripper" in Florida. The replacement card had
9 been in use for only about two months.

10 119. Upon information and belief, Scott and Ali contend the pattern and recurrence of
11 fraudulent activity after Gracza obtained Scott's Private Information support Scott's
12 information was disclosed beyond Gracza.

13 120. Plaintiffs presently lack access to information identifying any recipient, the precise
14 method of transfer or dissemination, or whether Gracza received compensation.

15 121. Plaintiffs also do not presently know who initiated the later transactions involving
16 the replacement Greater Nevada Credit Union debit card.

17 122. Scott Colato experienced substantial fear and anxiety concerning misuse of his
18 identity after learning his full Social Security number and other identifying information
19 had been disclosed. Following the disclosure and ensuing fraudulent activity, Scott began
20 attending weekly therapy to address his anxiety and distress. His distress increased as
21 repeated fraudulent activity affected his financial accounts and required him to replace
22 cards, secure accounts, investigate unauthorized transactions, and continually monitor for
23 further misuse. Scott's distress was further heightened by recognizing the personnel-file
24 materials in Gracza's possession and perceiving Gracza's display of those materials at the
25 May 5 meeting as intimidating. Scott also withdrew from extended-school-year work
26 following the disclosure, resulting in lost compensation.

1 123. Ali Colato experienced substantial fear and anxiety from repeated fraudulent
2 activity affecting the financial accounts she shares with Scott and the business-card
3 account associated with Right Up Your Ali LLC. She was required to repeatedly
4 investigate unauthorized transactions, communicate with financial institutions, block or
5 replace affected cards, and take additional measures to protect against further fraud.

6 124. Wendi Caccamise experienced substantial stress and adverse health effects
7 following the disclosure. She withdrew from extended-school-year work because of the
8 incident, resulting in lost compensation. The disclosure severely affected her health and
9 wellbeing and caused her to fear retaliation.

10 125. Kyle Jensen experienced substantial stress following the disclosure and additional
11 emotional distress when DCSD threatened disciplinary action after he pressed the District
12 for answers concerning the disclosure. The threat remained unresolved for approximately
13 six days. Kyle also withdrew from extended-school-year work following the disclosure,
14 resulting in lost compensation.

15 126. Shannon Brown experienced fear and anxiety concerning the disclosure and the
16 continued circulation or misuse of his personnel information. His distress was
17 compounded by learning of the disclosure from a coworker rather than DCSD, by DCSD's
18 delay until July 17, 2026, in providing formal notice, by its offer of only one year of
19 monitoring despite disclosure of his full Social Security number, and by its failure to
20 provide enrollment instructions.

21 127. Cheryl experienced significant psychological and physical manifestations of distress
22 that aggravated a preexisting condition, interfered with daily functioning and sleep, and
23 required treatment, medication adjustment, and continuing follow-up care.

24 128. Plaintiffs reasonably fear any private home-address or personal-contact information
25 included in the production could be used to target them or their families. The nature and
26

1 extent of any such information actually produced for each Plaintiff will be established
2 through DCSD's accounting and discovery.

3 129. In addition to the individualized harms alleged above, one or more Plaintiffs have
4 experienced fear, anxiety, loss of sleep, stomach or other physical stress symptoms, crying,
5 disruption of home life, reduced concentration, and reduced ability to work because of
6 uncertainty about what information left DCSD's control and whether copies remain in
7 circulation. These harms were compounded by DCSD's failure to promptly notify all
8 affected employees and provide prompt, accurate, and consistent remediation.

9 130. The incident has also affected Plaintiffs' employment relationships and confidence
10 in DCSD's ability to protect personnel information. Plaintiffs reasonably fear adverse
11 career consequences from seeking accountability. Kyle Jensen's threatened discipline
12 following the June 1 meeting, together with DCSD's different treatment of Cheryl
13 Mayfield and Shannon Brown in its notice and credit-monitoring response, heightened
14 those concerns.

15 **G. The District's Failure Was Operational and Foreseeable**

16 131. The risk was foreseeable. Personnel files routinely contain information requiring
17 redaction even when other portions of the same record may be public. A request naming
18 an employee does not convert every page of that employee's personnel file into
19 unrestricted public information.

20 132. Reasonable operational controls were readily available, including separating
21 responsive from nonresponsive records, reviewing each responsive document for
22 confidential information, redacting protected information, requiring a second-person or
23 supervisory review for sensitive productions, maintaining a production log, providing
24 copies rather than uncontrolled originals, documenting delivery, and promptly notifying
25 affected persons if an erroneous disclosure occurred.

1 133. The disclosure alleged here was not caused by a novel cyberattack or an unknown
2 exploit. It resulted from ordinary handling of a known public-records request: collecting
3 personnel-file materials, failing to complete review and redaction, handing folders directly
4 to the requester, and failing to maintain a record sufficient to promptly reconstruct the
5 production.

6 134. DCSD's failure to promptly identify and disclose the breach compounded the initial
7 operational failure. Rather than learning from DCSD that their Private Information had
8 left District control, Plaintiffs discovered the disclosure independently on May 11, 2026
9 and brought it to DCSD's attention themselves. The resulting delay deprived Plaintiffs of
10 information needed to take timely, proportionate protective measures and left at least
11 some Plaintiffs without formal notice until July 17, 2026.

12 135. The disclosure and post-disclosure response were marked by repeated failures
13 rather than a single isolated mistake.

14 136. Under DCSD's own stated timeline, the District had nearly a month between
15 Gracza's January 28 request and the February 27 production to complete an appropriate
16 review and redaction process, yet the production still contained nonpublic information.

17 137. Dwyer was present when Gracza openly possessed the folders at the May 5
18 meeting; on May 14, Alvarado incorrectly assured Scott that only the last four digits of his
19 Social Security number had been disclosed before Scott located the full number twice
20 within seconds; the promised June 1 follow-up meeting did not produce the requested
21 accounting or answers; and DCSD's credit-monitoring response remained inconsistent
22 among affected employees.

23 138. These circumstances support an inference of reckless disregard for the
24 confidentiality and security of employee information and for causing emotional distress.
25 DCSD knew or should have known that its repeated failures after the disclosure could
26

1 cause substantial fear, anxiety, and distress to affected employees and to persons directly
2 exposed to resulting identity theft and financial fraud.

3 **FIRST CLAIM FOR RELIEF:**

4 **Violation of NRS 41.600; 603A.210; 603A.220; 603A.260 – Actions by Victims of Fraud**

5 (Against DCSD)

6 139. Plaintiffs repeat and reallege each and every allegation contained in the preceding
7 paragraphs as though fully set forth herein.

8 140. NRS 603A.260 provides that a violation of NRS 603A.010 through NRS 603A.290
9 constitutes a deceptive trade practice under NRS 598.0903 through NRS 598.0999.

10 141. A deceptive trade practice, as defined in NRS 598.0915 through NRS 598.0925,
11 constitutes consumer fraud under NRS 41.600(2).

12 142. Under NRS 603A.040, “personal information” includes a person’s first name (or first
13 initial) and last name when combined with certain unencrypted identifying information,
14 such as:

15 a) Social Security number;

16 b) driver’s license number, driver authorization number, or identification card;

17 c) account number, credit card number or debit card number, in combination
18 with any required security code;

19 d) medical identification number or a health insurance identification number;

20 or

21 e) user name, unique identifier or electronic mail address in combination with a
22 password, access code, or security question and answer required to access an
23 online account.

24 143. DCSD is a “data collector” as defined by NRS 603A.030, because it is a
25 governmental agency that “handles, collects, disseminates or otherwise deals with
26 nonpublic personal information.”

1 144. Under NRS 603A.030, a data collector is “any governmental agency, institution of
2 higher education, corporation, financial institution or retail operator or any other type of
3 business entity or association that, for any purpose, whether by automated collection or
4 otherwise, handles, collects, disseminates or otherwise deals with nonpublic personal
5 information.”

6 145. NRS 603A.210(1) requires data collectors, including DCSD, to implement and
7 maintain reasonable security measures to protect those records from unauthorized access,
8 acquisition, destruction, use, modification, or disclosure.

9 146. DCSD violated NRS 603A.210(1), which requires a data collector maintaining
10 records containing personal information of Nevada residents to implement and maintain
11 reasonable security measures to protect those records from unauthorized access,
12 acquisition, destruction, use, modification, or disclosure.

13 147. DCSD failed to implement and maintain reasonable security measures by, among
14 other things, failing to adequately limit the records collected in response to Gracza’s
15 request; failing to complete a competent confidentiality and redaction review; failing to
16 verify that confidential information had been removed before release; failing to maintain a
17 reliable production log or chain of custody; and permitting personnel records containing
18 protected information to leave the District’s custody without appropriate safeguards.

19 148. DCSD also violated NRS 603A.210(2), which requires a governmental data collector,
20 to the extent practicable, to comply with the current CIS Controls or corresponding
21 standards adopted by the National Institute of Standards and Technology with respect to
22 the collection, dissemination, and maintenance of records containing personal information.

23 149. DCSD further violated NRS 603A.220 by failing to provide affected Nevada
24 residents with breach notification in the most expedient time possible and without
25 unreasonable delay after discovery or notification of the breach. By May 11, 2026, at the
26 latest, affected employees had expressly alerted DCSD to the disclosure; and by May 14,

1 DCSD had recovered the records. Even then, Alvarado incorrectly told Scott that only the
2 last four digits of his Social Security number had been disclosed before Scott located the
3 full number in two places within approximately thirty seconds. At least some Plaintiffs
4 did not receive formal individualized notice until July 17, 2026.

5 150. DCSD's production to Gracza disclosed the full Social Security numbers of Scott
6 Colato, Shannon Brown, and Cheryl Mayfield and a partial Social Security number of
7 Wendi Caccamise.

8 151. Pursuant to NRS 603A.260, DCSD's violations of Chapter 603A, including NRS
9 603A.210 and NRS 603A.220, constitute deceptive trade practices. Plaintiffs allege that
10 such conduct constitutes consumer fraud for purposes of NRS 41.600.

11 152. As a direct and proximate result of DCSD's violations, Plaintiffs have suffered
12 damages as alleged herein, including loss of privacy, mitigation expenses, lost time, lost
13 compensation where applicable, emotional distress, financial disruption, increased risk of
14 identity theft and fraud, and other damages according to proof.

15 153. Plaintiffs are entitled to recover the damages they have sustained and such
16 equitable relief as the Court deems appropriate pursuant to NRS 41.600(3)(a) and (b).

17 154. Plaintiffs have been required to retain counsel to prosecute this action and are
18 entitled, if they prevail, to recover their costs and reasonable attorneys' fees pursuant to
19 NRS 41.600(3)(c).

20 **SECOND CLAIM FOR RELIEF:**

21 **Violation of the Nevada Deceptive Trade Practices Act, NRS 598.0901, et seq.**

22 (Against DCSD)

23 155. Plaintiffs repeat and reallege each and every allegation contained in the preceding
24 paragraphs as though fully set forth herein.

1 156. Pursuant to NRS 603A.260, a violation of NRS 603A.010 through NRS 603A.290,
2 inclusive, constitutes a deceptive trade practice for purposes of NRS 598.0903 through NRS
3 598.0999, inclusive.

4 157. As alleged herein, DCSD violated NRS 603A.210 by failing to implement and
5 maintain reasonable security measures to protect records containing Plaintiffs' personal
6 information from unauthorized access, acquisition, use, modification, or disclosure.

7 158. DCSD further violated NRS 603A.210 by failing, to the extent practicable, to comply
8 with the CIS Controls or corresponding NIST standards applicable to its collection,
9 dissemination, and maintenance of records containing personal information.

10 159. NRS 603A.020 defines a "breach of the security of the system data" as the
11 unauthorized acquisition of computerized data that materially compromises the security,
12 confidentiality, or integrity of personal information maintained by a data collector.

13 160. A breach under NRS 603A.020 does not require a cyberattack, hacking incident, or
14 other external intrusion. Rather, the statutory definition encompasses an unauthorized
15 acquisition of computerized data that materially compromises the confidentiality or
16 integrity of personal information maintained by the data collector.

17 161. Upon information and belief, DCSD maintained Plaintiffs' personnel information,
18 including personal information within the meaning of NRS 603A.040, in computerized
19 records and systems from which the personnel records at issue were stored, retrieved,
20 assembled, copied, printed, produced, and/or otherwise processed.

21 162. DCSD's disclosure resulted in Gracza acquiring personal information he was not
22 authorized or legally entitled to receive, including the full Social Security numbers of Scott
23 Colato, Shannon Brown, and Cheryl Mayfield and a partial Social Security number of
24 Wendi Caccamise. Although Gracza was authorized to request and receive public records,
25 he was not authorized to acquire confidential personal information that was not subject to
26 public disclosure.

1 163. The unauthorized acquisition materially compromised the confidentiality and
2 security of the personal information maintained by DCSD. Accordingly, to the extent the
3 information acquired by Gracza constituted computerized data within the meaning of
4 NRS 603A.020, the disclosure constituted a “breach of the security of the system data.”

5 164. NRS 603A.220 requires a data collector that owns or licenses computerized data
6 containing personal information to disclose a breach of the security of the system data to
7 any Nevada resident whose unencrypted personal information was, or is reasonably
8 believed to have been, acquired by an unauthorized person.

9 165. NRS 603A.220 further requires such notification to be provided in the most
10 expedient time possible and without unreasonable delay, subject only to the legitimate
11 needs of law enforcement or measures necessary to determine the scope of the breach and
12 restore the reasonable integrity of the system data.

13 166. DCSD knew or should have known that its overbroad production resulted in the
14 acquisition of confidential employee information by a person who was not authorized to
15 receive that information. Whatever knowledge DCSD possessed from its own role in
16 collecting and releasing the personnel files, by May 11, 2026, at the latest, DCSD had actual
17 notice because affected employees informed the District that they had independently
18 discovered the disclosure. By May 14, DCSD acknowledged an “inappropriate disclosure
19 of information,” was attempting to determine what had been released, and recovered the
20 physical records from Gracza.

21 167. Despite that actual notice, DCSD did not provide prompt formal individualized
22 breach notification. The District’s notices bear a June 16, 2026, date, but Scott Colato,
23 Cheryl Mayfield, and Shannon Brown did not receive their formal notices until July 17,
24 2026. Cheryl’s July 17 email was the first District-initiated communication she received
25 concerning the incident. Shannon had learned of the disclosure earlier from Cheryl, but
26 DCSD did not formally notify him until July 17. Thus, even after Plaintiffs themselves

1 alerted DCSD to the breach, affected employees remained without timely, consistent
2 notice and remediation.

3 168. Upon information and belief, no law-enforcement agency determined that earlier
4 notification would impede a criminal investigation, and DCSD has not identified any other
5 statutory basis that justified delaying notification for that period.

6 169. DCSD therefore failed to provide notification in the most expedient time possible
7 and without unreasonable delay as required by NRS 603A.220.

8 170. DCSD's violations of NRS 603A.210 and NRS 603A.220 constitute deceptive trade
9 practices pursuant to NRS 603A.260 and NRS 598.0903 through NRS 598.0999.

10 171. DCSD's deceptive trade practices directly and proximately caused and
11 compounded Plaintiffs' injuries. DCSD's failure to adequately secure Plaintiffs' personal
12 information resulted in its unauthorized disclosure, and its delayed notification deprived
13 Plaintiffs of the opportunity to promptly assess their exposure and undertake protective
14 measures. Scott and Ali experienced unauthorized financial activity on June 4, June 18,
15 and June 19, 2026, during the period in which they were still awaiting formal breach
16 notification from DCSD.

17 172. As a direct and proximate result of DCSD's deceptive trade practices, Plaintiffs have
18 suffered and will continue to suffer damages, including loss of privacy, loss of control over
19 their Private Information, mitigation expenses, lost time, lost compensation where
20 applicable, emotional distress, financial disruption, increased risk of identity theft and
21 fraud, and other damages in an amount to be proven at trial.

22 173. Plaintiffs therefore seek all damages, equitable relief, costs, attorneys' fees where
23 authorized, and such other relief as may be available under Nevada law.

1 **THIRD CLAIM FOR RELIEF:**

2 **Negligence And Negligence Per Se**

3 (Against DCSD)

4 174. Plaintiffs repeat and reallege each and every allegation contained in the preceding
5 paragraphs as though fully set forth herein.

6 175. DCSD owed Plaintiffs a duty to exercise reasonable care in collecting, maintaining,
7 reviewing, selecting, redacting, producing, tracking, retrieving, and responding to records
8 containing Private Information.

9 176. That duty arose from ordinary principles of reasonable care, DCSD's exclusive
10 control over employee personnel records, the foreseeable risk of identity theft and privacy
11 harm, the employment relationship, Nevada public-records law, and statutes specifically
12 requiring protection of records containing personal information.

13 177. DCSD is a "data collector" within NRS 603A.030. NRS 603A.210(1) required DCSD
14 to implement and maintain reasonable security measures protecting records containing
15 personal information from unauthorized access, acquisition, destruction, use,
16 modification, or disclosure.

17 178. NRS 603A.210(2) further required DCSD, as a governmental data collector, to the
18 extent practicable, to comply with current CIS Controls or corresponding NIST standards
19 with respect to collection, dissemination, and maintenance of records containing personal
20 information. The details of DCSD's compliance or noncompliance with those standards
21 are within its possession and will be developed through discovery and expert analysis.

22 179. NRS 239.010(3) required DCSD, when a public record contained confidential
23 information that could be separated from nonconfidential information, to use redaction,
24 deletion, concealment, separation, or equivalent means rather than treating the
25 confidential information as part of an unrestricted production.
26

1 180. NRS 239B.030(2) further required DCSD to maintain in a confidential manner any
2 “personal information,” as defined by NRS 603A.040, that Plaintiffs were required to
3 include in documents submitted to DCSD pursuant to state or federal law or for
4 administration of a public program. Such information could be disclosed only as required
5 for the purposes authorized by NRS 239B.030(2). To the extent the full and partial Social
6 Security numbers identified herein were required to be included in records submitted to
7 DCSD for such purposes, their disclosure to Gracza in response to his public-records
8 request was outside those authorized purposes.

9 181. DCSD breached its duties in several respects. It assembled and produced materials
10 beyond the scope of Gracza’s request. It failed to complete and verify an adequate
11 confidentiality and redaction review before production. It also failed to maintain a reliable
12 production log or chain of custody and delivered personnel folders directly to Gracza
13 without adequately restricting or documenting their use or copying.

14 182. DCSD further failed to act when District personnel observed Gracza still openly
15 possessing the folders at the May 5 meeting. It did not promptly retrieve the records. On
16 May 14, DCSD also gave Scott inaccurate information about the extent of his Social
17 Security number disclosure. It later failed to provide the promised accounting and
18 answers at the June 1 follow-up meeting.

19 183. DCSD also failed to timely notify Plaintiffs of the disclosure, omitted Cheryl and
20 Shannon from contemporaneous communications and protective measures, provided
21 inconsistent credit-monitoring assistance, and failed to provide a complete accounting or
22 effective remediation.

23 184. To the extent NRS 603A.210, NRS 603A.220, NRS 239.010(2), NRS 239.010(3), or
24 other applicable confidentiality statutes and regulations establish specific duties designed
25 to protect persons such as Plaintiffs from unauthorized disclosure of sensitive identifying
26

1 information and delayed breach notification, DCSD's violations constitute negligence per
2 se or, at minimum, compelling evidence of breach of the applicable standard of care.

3 185. DCSD's breaches were actual and proximate causes of the unauthorized disclosure
4 and of Plaintiffs' resulting mitigation costs, lost time, lost compensation, emotional
5 distress, loss of privacy, financial disruption, and other damages. The delayed notice
6 further deprived Plaintiffs of the opportunity to take protective action promptly after
7 DCSD knew of the breach. Gracza's foreseeable review, retention, copying, use, or
8 dissemination of the records does not supersede DCSD's negligence.

9 186. Because DCSD is a political subdivision, Plaintiffs seek tort damages subject to
10 NRS 41.035, including its per-claimant limitation, and do not seek punitive or exemplary
11 damages against DCSD.

12 **FOURTH CLAIM FOR RELIEF:**

13 **Negligent Hiring, Retention, Supervising, and/or Training**

14 (Against DCSD)

15 187. Plaintiffs repeat and reallege each and every allegation contained in the preceding
16 paragraphs as though fully set forth herein.

17 188. The elements of negligent hiring, training, retention, or supervision are: (1) a duty
18 of care owed by the defendant to the plaintiff; (2) a breach of that duty through the hiring,
19 training, retention, or supervision of an employee whom the defendant knew or should
20 have known had dangerous propensities; (3) causation; and (4) damages. *Freeman*
21 *Expositions, LLC v. Eighth Jud. Dist. Ct.*, 138 Nev. 775, 784, 520 P.3d 803, 811 (2022).

22 189. DCSD owed Plaintiffs a duty to exercise reasonable care in hiring, training,
23 retaining, and supervising employees entrusted with collecting, accessing, reviewing,
24 safeguarding, redacting, approving, and producing Plaintiffs' confidential personnel
25 records and Private Information.
26

1 190. DCSD knew that employees performing these functions would have access to
2 highly sensitive information, including Social Security numbers, home addresses, personal
3 telephone numbers, dates of birth, signatures, employment records, and other Private
4 Information, and that improper handling or disclosure of such information created a
5 foreseeable risk of identity theft, fraud, harassment, and other harm to Plaintiffs.

6 191. Upon information and belief, one or more DCSD employees responsible for
7 processing, reviewing, approving, and/or producing records in response to Gracza's
8 January 28, 2026, public-records request had demonstrated a propensity to inadequately
9 safeguard confidential information, disregard or fail to follow required public-records
10 procedures, inadequately review records before disclosure, and/or otherwise mishandle
11 sensitive personnel information.

12 192. Upon information and belief, such failures have occurred in the past.

13 193. DCSD knew or, through the exercise of reasonable care, should have known of
14 these dangerous propensities before Plaintiffs' Private Information was disclosed to
15 Gracza.

16 194. Despite that actual or constructive knowledge, DCSD breached its duty to Plaintiffs
17 by hiring, retaining, inadequately training, and/or inadequately supervising the employee
18 or employees responsible for the production and by continuing to entrust them with
19 access to and responsibility for confidential personnel records without adequate oversight,
20 restriction, retraining, reassignment, or other corrective measures.

21 195. As a result of DCSD's negligent hiring, training, retention, and/or supervision, the
22 responsible employee or employees assembled personnel records that exceeded the scope
23 of Gracza's request, failed to adequately identify and redact confidential information,
24 failed to ensure that the records were properly reviewed before release, and/or permitted
25 the records to be disclosed to Gracza without appropriate safeguards.

1 196. The misconduct of the negligently hired, trained, retained, and/or supervised
2 employee or employees resulted in the unauthorized disclosure of Plaintiffs' Private
3 Information to Gracza, including the full Social Security numbers of Scott Colato, Shannon
4 Brown, and Cheryl Mayfield and a partial Social Security number of Wendi Caccamise.

5 197. DCSD's breach was a direct and proximate cause of Plaintiffs' injuries because, had
6 DCSD exercised reasonable care in hiring, training, retaining, and supervising the
7 responsible employee or employees, Plaintiffs' confidential information would not have
8 been produced to Gracza without appropriate review and redaction.

9 198. The resulting harm was foreseeable because employees entrusted with unrestricted
10 access to personnel records could expose employees to identity theft, financial fraud,
11 invasion of privacy, harassment, and other harm if those records were improperly
12 reviewed, handled, or disclosed.

13 199. As a direct and proximate result of DCSD's negligent hiring, training, retention,
14 and/or supervision, Plaintiffs have suffered damages, including loss of privacy, exposure
15 to an increased risk of identity theft and fraud, time and expenses incurred mitigating the
16 disclosure, emotional distress, lost income where applicable, financial disruption, and
17 other economic and noneconomic damages according to proof. The deficient training and
18 supervision also extended to breach response and notification, including the failure to
19 promptly act after the May 5 observation of Gracza's continuing possession, the inaccurate
20 May 14 assurance concerning Scott's Social Security number, the failure to provide the
21 promised June 1 accounting, and the inconsistent credit-monitoring response.

22 200. Plaintiffs are therefore entitled to compensatory damages against DCSD to the
23 fullest extent permitted by Nevada law, together with costs, interest, and such other relief
24 as the Court deems just and proper.

1 **FIFTH CLAIM FOR RELIEF:**

2 **Breach of Confidence**

3 (Against DCSD)

4 201. Plaintiffs repeat and reallege each and every allegation contained in the preceding
5 paragraphs as though fully set forth herein.

6 202. A confidential relationship “exists when one party gains the confidence of the other
7 and purports to act or advise with the other’s interests in mind.” *Perry v. Jordan*, 111 Nev.
8 943, 947, 900 P.2d 335, 338 (1995). A confidential relationship arises “by reason of kinship
9 or professional, business, or social relationships between the parties.” *Franchise Tax Bd. of*
10 *Cal. v. Hyatt*, 130 Nev. 662, 687, 335 P.3d 125, 142 (2014). Once a confidential relationship is
11 established, the trusted party must act with the “utmost good faith,” including by
12 affirmatively disclosing material information and avoiding self-dealing. *Id.*, 130 Nev. at
13 688, 335 P.3d at 143.

14 203. At all relevant times, DCSD knew or was required to recognize the confidential and
15 sensitive nature of the Private Information Plaintiffs provided to DCSD and that DCSD
16 collected and maintained as part of Plaintiffs’ employment.

17 204. The relationship between DCSD and Plaintiffs was governed by the reasonable
18 expectation and understanding that Plaintiffs’ Private Information would be collected,
19 maintained, stored, and protected in confidence and would not be disclosed to
20 unauthorized third parties except as required or otherwise authorized by law.

21 205. Plaintiffs provided their Private Information to DCSD with the explicit and implicit
22 understanding that the information would be protected; that confidential portions would
23 not be disseminated to unauthorized third parties; and that employees having access to
24 such information would take reasonable precautions to protect it from unauthorized
25 disclosure.

1 206. DCSD voluntarily received and maintained Plaintiffs' Private Information in
2 confidence with the understanding that such information would not be disclosed or
3 disseminated to the public or unauthorized third parties except as permitted or required
4 by law.

5 207. Plaintiffs did not consent to disclosure of their confidential Private Information to
6 Gracza, including disclosure of Social Security numbers, private home-contact
7 information, dates of birth, signatures, or other information not lawfully subject to
8 unrestricted public disclosure.

9 208. DCSD breached the confidence in which Plaintiffs provided their Private
10 Information by failing to adequately review and redact the personnel records before
11 production; permitting confidential information to be disclosed to Gracza beyond
12 Plaintiffs' permission and reasonable expectations of confidentiality, including Brown's
13 employment application containing sensitive background information; and, after learning
14 that Plaintiffs' information had been improperly disclosed, failing to promptly and
15 affirmatively inform all affected employees and provide timely remediation.

16 209. But for DCSD's disclosure of Plaintiffs' Private Information in violation of the
17 parties' understanding and reasonable expectation of confidence, that information would
18 not have been exposed to, viewed, possessed, retained, or potentially used or
19 disseminated by an unauthorized third party.

20 210. DCSD's acts and omissions were a direct, proximate, and legal cause of the
21 unauthorized disclosure of Plaintiffs' Private Information and the resulting damages
22 alleged herein.

23 211. The injuries suffered by Plaintiffs were a reasonably foreseeable consequence of
24 DCSD's conduct because DCSD knew or should have known that disclosure of Social
25 Security numbers and other sensitive personnel information could expose employees to
26

1 identity theft, financial fraud, impersonation, harassment, loss of privacy, and related
2 harm.

3 212. As a direct and proximate result of DCSD's breach of confidence, Plaintiffs have
4 suffered and will continue to suffer injury, harm, and damages as alleged herein.

5 213. Plaintiffs seek compensatory and other recoverable damages, together with
6 appropriate declaratory and injunctive relief requiring DCSD to protect Plaintiffs'
7 confidential information and remedy the consequences of the unauthorized disclosure.

8 **SIXTH CLAIM FOR RELIEF:**

9 **Breach of Fiduciary Duty**

10 (Against DCSD)

11 214. Plaintiffs repeat and reallege each and every allegation contained in the preceding
12 paragraphs as though fully set forth herein.

13 215. To establish a claim for breach of fiduciary duty, a plaintiff must show that the
14 defendant owed a fiduciary duty, breached that duty, and caused the plaintiff to suffer
15 resulting damages. *Guzman v. Johnson*, 137 Nev. 126, 132, 483 P.3d 531, 538 (2021).

16 216. "A fiduciary relation exists between two persons when one of them is under a duty
17 to act for . . . the benefit of another upon matters within the scope of the relation."
18 Restatement (Second) of Torts § 874 (1979).

19 217. Plaintiffs provided DCSD with their Private Information in confidence and
20 reasonably expected that DCSD would safeguard and protect that information from
21 unauthorized disclosure.

22 218. Plaintiffs would not have voluntarily provided DCSD with their Private
23 Information absent their employment relationship and the understanding that DCSD
24 would maintain the confidentiality and security of information it required Plaintiffs to
25 provide.
26

1 219. DCSD required Plaintiffs to provide sensitive personal information for purposes
2 including employment, payroll, tax reporting, benefits, retirement participation, licensure,
3 credentialing, background screening, leave administration, and other personnel functions.

4 220. DCSD accepted and maintained Plaintiffs' Private Information, exercised exclusive
5 or superior control over the personnel records containing that information, and
6 determined who could access, review, redact, and disclose those records.

7 221. By accepting Plaintiffs' Private Information in confidence, requiring Plaintiffs to
8 entrust that information to DCSD as a condition or incident of employment, and exercising
9 superior and exclusive control over its safeguarding and disclosure, DCSD assumed a
10 confidential and fiduciary relationship with Plaintiffs with respect to the protection and
11 use of their Private Information.

12 222. Within the scope of that relationship, DCSD owed Plaintiffs a duty to act with due
13 regard for Plaintiffs' interests, including safeguarding and protecting their Private
14 Information and refraining from unauthorized disclosure of confidential information.

15 223. DCSD breached its fiduciary duties by failing to properly safeguard Plaintiffs'
16 Private Information; failing to adequately review and redact personnel records before
17 disclosure; failing to comply with applicable confidentiality and data-security
18 requirements; and otherwise permitting Plaintiffs' confidential information to be disclosed
19 to Gracza without authorization.

20 224. DCSD further breached its duties by failing to promptly account for the information
21 disclosed, failing to maintain a reliable chain of custody or production log, and failing to
22 affirmatively disclose the breach to Plaintiffs after the District had actual notice. DCSD
23 instead left affected employees to discover the disclosure themselves and omitted Cheryl
24 Mayfield and Shannon Brown from the May 14 meeting and contemporaneous
25 communications, despite both remaining DCSD employees at that time.
26

1 225. As a direct and proximate result of DCSD's breaches of fiduciary duty, Plaintiffs
2 have suffered and will continue to suffer the injuries and damages alleged throughout this
3 *Verified Complaint*.

4 226. Plaintiffs seek compensatory and other damages permitted by law and appropriate
5 declaratory and equitable relief requiring DCSD to safeguard Plaintiffs' Private
6 Information and remediate the effects of the unauthorized disclosure.

7 **SEVENTH CLAIM FOR RELIEF:**

8 **Breach of Contract / Breach of Implied Contract**

9 (Against DCSD)

10 227. Plaintiffs Scott Colato, Kyle Jensen, Wendi Caccamise, Shannon Brown, and Cheryl
11 Mayfield (collectively, the "Employee Plaintiffs") repeat and reallege each and every
12 allegation contained in the preceding paragraphs as though fully set forth herein.

13 228. The Employee Plaintiffs were employed by DCSD under employment relationships
14 governed by their individual employment agreements, applicable District policies and
15 practices.

16 229. As a condition and incident of their employment, the Employee Plaintiffs were
17 required to provide DCSD with Private Information. Depending on the employee, that
18 information included names, home addresses, dates of birth, personal telephone numbers,
19 personal email addresses, Social Security numbers, signatures, employment and education
20 history, professional references, payroll and benefit information, licensing and
21 credentialing information, and other sensitive personnel information.

22 230. DCSD accepted and maintained that information for employment, payroll, benefits,
23 licensure, credentialing, background screening, retirement, leave administration, and other
24 personnel purposes.

25 231. DCSD adopted Policy No. 411, entitled "Personnel Files," governing the
26 maintenance, custody, access, and confidentiality of employee personnel records.

1 232. Policy No. 411 provides that personnel files “shall be maintained for each employee
2 in the District in a legal, secure and confidential manner.” The Policy further provides that
3 personnel records are maintained by Human Resources and limits access to an employee’s
4 personnel file to specified District personnel and supervisors under identified
5 circumstances.

6 233. Policy No. 411 further states employee personnel records “are considered
7 confidential records” and “are not generally open to public inspection or accessibility.” It
8 provides that employee personnel files may be accessible to persons outside the District
9 only in certain limited circumstances, including where the employee has provided signed
10 consent.

11 234. The Employee Plaintiffs provided and permitted DCSD to retain their Private
12 Information with the reasonable understanding that DCSD would comply with its written
13 personnel policies and would maintain the nonpublic portions of their personnel files in a
14 secure and confidential manner, except to the extent disclosure was authorized or required
15 by law.

16 235. The mandatory language of Policy No. 411, DCSD’s employment practices, the
17 parties’ course of dealing, and the circumstances under which DCSD required and
18 accepted the Employee Plaintiffs’ Private Information created express and/or implied
19 contractual obligations concerning the custody, security, confidentiality, and disclosure of
20 their personnel information.

21 236. At minimum, these circumstances created an implied-in-fact contractual obligation
22 that DCSD would not disclose confidential and nonpublic information contained within
23 the Employee Plaintiffs’ personnel files to third parties when such disclosure was neither
24 authorized by the employee nor required by law.

1 237. DCSD nevertheless remained obligated to comply with Policy No. 411 and the
2 express and/or implied terms governing its custody and handling of the Employee
3 Plaintiffs' confidential personnel information.

4 238. DCSD breached those obligations when it produced personnel-file materials to
5 Gracza without first completing an adequate review for responsiveness, confidentiality,
6 and required redaction.

7 239. DCSD's obligation to maintain confidential personnel information did not prohibit
8 the District from complying with Nevada public-records law. Rather, DCSD was required
9 to distinguish information lawfully subject to public disclosure from confidential and
10 nonpublic information that was not responsive to Gracza's request or otherwise subject to
11 unrestricted public disclosure.

12 240. DCSD breached its contractual obligations by, among other things:

- 13 a. failing to maintain the Employee Plaintiffs' personnel files in a secure and
14 confidential manner;
- 15 b. failing to adequately review and redact personnel records before releasing
16 them to Gracza;
- 17 c. disclosing confidential and nonpublic information that was not required to
18 satisfy Gracza's public-records request;
- 19 d. relinquishing custody of unredacted personnel-file materials without
20 adequate safeguards, restrictions, or reliable documentation of what was
21 released;
- 22 e. failing to maintain a reliable production log or chain of custody sufficient to
23 identify the records and information provided to Gracza;
- 24 f. failing to promptly retrieve or secure the personnel records after DCSD knew
25 or should have known that Gracza remained in possession of unredacted
26 materials; and

1 g. failing to provide prompt, complete, and consistent remediation after the
2 unauthorized disclosure was discovered.

3 241. At minimum, DCSD has acknowledged that its production disclosed Scott Colato's
4 first and last name together with his full Social Security number. The production also
5 included additional confidential personnel information as alleged throughout this
6 *Complaint*.

7 242. DCSD's production disclosed the full Social Security numbers of Scott Colato,
8 Shannon Brown, and Cheryl Mayfield and a partial Social Security number of Wendi
9 Caccamise. The production also included additional confidential personnel information as
10 alleged throughout this Complaint.

11 243. DCSD's disclosure of confidential information exceeded the scope of any
12 contractual expectation that the Employee Plaintiffs' personnel files could be disclosed
13 when required by law. The full and partial Social Security numbers disclosed by DCSD
14 were not necessary to satisfy Gracza's public-records request and were not properly
15 subject to unrestricted public disclosure.

16 244. The resulting harm was foreseeable. The purpose of maintaining personnel records
17 securely and confidentially was, in part, to prevent unauthorized disclosure and the
18 resulting risk of identity theft, financial fraud, misuse of personal information, and other
19 economic harm.

20 245. As a direct and proximate result of DCSD's breach, the Employee Plaintiffs suffered
21 economic and consequential damages recoverable in contract, including reasonable
22 mitigation expenses, loss of time, lost compensation where applicable, financial
23 disruption, expenses incurred securing or monitoring affected accounts and information,
24 and other damages according to proof.

25
26

1 246. The Employee Plaintiffs therefore seek compensatory and consequential damages
2 recoverable in contract, together with appropriate declaratory and equitable relief and all
3 other relief permitted by Nevada law.

4 **EIGHTH CLAIM FOR RELIEF:**

5 **Unlawful Use, Possession, Sale, or Transfer of Personal Identifying Information -**
6 **NRS 41.1345, NRS 205.463, and NRS 205.465 (Against Gracza)**

7 247. Plaintiffs Scott Colato and Ali Colato repeat and reallege each and every allegation
8 contained in the preceding paragraphs as though fully set forth herein.

9 248. NRS 205.463 prohibits a person from knowingly obtaining another person's
10 personal identifying information and, with the intent to commit an unlawful act, using
11 that information to harm or impersonate the person, access nonpublic records, or
12 accomplish another unlawful purpose, including obtaining credit, goods, services, or
13 anything of value in the person's name.

14 249. NRS 205.465 prohibits a person from possessing, selling, or transferring a document
15 or personal identifying information for the purpose of establishing a false status or
16 identity for that person or another person.

17 250. NRS 205.4617 defines "personal identifying information" to include information
18 capable of identifying a person or the person's activities or transactions, including a
19 person's name, Social Security number, financial-account information, date of birth, place
20 of employment, electronic signature, telecommunication identifying information, and
21 access devices.

22 251. NRS 41.1345 provides a civil cause of action to a person who suffers injury as the proximate
23 result of a violation of NRS 205.463 or NRS 205.465 and authorizes recovery of actual damages,
24 costs, reasonable attorneys' fees, and punitive damages where warranted.

1 252. On January 28, 2026, Gracza submitted a public-records request to DCSD seeking
2 employment-related records concerning Scott Colato and ten other identified DCSD
3 employees.

4 253. In response to that request, DCSD provided Gracza with records containing Scott
5 Colato's Private Information, including Scott's full Social Security number together with
6 his first and last name.

7 254. Gracza knowingly obtained and possessed Scott's Private Information through
8 DCSD's production and retained access to that information until the records were
9 returned to DCSD in May 2026.

10 255. By May 5, 2026, after more than two months of possession under DCSD's stated
11 February 27 disclosure date, Gracza brought an armload of the folders into the May 5,
12 2026, meeting at Carson Valley Middle School, placed them on the table, and rearranged
13 them during the meeting. Wendi did not yet recognize the folders as employee personnel-
14 file materials. Scott recognized them as personnel-file materials concerning affected
15 employees and perceived Gracza's display and handling of the folders as intimidating.
16 Wendi perceived the manner in which Gracza displayed and handled the folders as
17 intimidating. Plaintiffs allege the circumstances support the inference that Gracza
18 knowingly retained and deliberately displayed sensitive employee information rather than
19 promptly returning the records after recognizing their nature.

20 256. Scott did not consent to Gracza's possession or use of his Social Security number or
21 other Private Information for any purpose unrelated to the lawful inspection of records
22 properly subject to disclosure under Nevada law.

23 257. Upon information and belief, after obtaining Scott's Private Information, Gracza
24 knowingly used Scott's personal identifying information, with the intent to commit an
25 unlawful act, to facilitate unauthorized and fraudulent activity involving Scott and Ali
26

Colato's personal financial account and a business-card account associated with Ali Colato and Right Up Your Ali LLC.

258. Upon information and belief, Scott's personal identifying information obtained by Gracza through DCSD's disclosure was used to obtain or attempt to obtain unauthorized access to financial accounts, credit, goods, services, or other things of value, and/or for another unlawful purpose within the meaning of NRS 205.463.

259. On or about June 4, 2026, a payment card associated with Scott and Ali Colato's Greater Nevada Credit Union account was subjected to three unauthorized attempted charges of \$47.52 each identified as "GTG London." Upon information and belief, the attempted transactions were facilitated by or derived from Scott's personal identifying information obtained through DCSD's disclosure to Gracza.

260. On or about June 18, 2026, an unauthorized online purchase of nearly \$1,000.00 was made at Best Buy using Scott's personal debit-card information. The transaction was for a laptop scheduled for pickup at the Carson Valley Best Buy and was placed remotely while Scott remained in physical possession of his debit card.

261. The unauthorized Best Buy transaction used multiple pieces of Scott's actual identifying information, including his name, personal telephone number, home address, personal email address, and debit-card information. Upon information and belief, the identifying information used to facilitate the transaction was derived from or supplemented by Scott's Private Information disclosed by DCSD to Gracza.

262. Scott and Ali discovered the Best Buy transaction before the laptop was picked up and were able to cancel the transaction and recover the funds. They were nevertheless required to cancel and replace the compromised debit card, investigate the fraudulent transaction, secure their personal financial account, and take additional measures to protect themselves from further fraudulent activity. Scott and Ali separately reported the Best Buy transaction to law enforcement and filed a police report concerning the fraud.

1 263. The fraudulent activity continued after the Best Buy incident. On or about June 19,
2 2026, a business-card account associated with Ali and Right Up Your Ali LLC received
3 fraud alerts concerning unauthorized verification attempts associated with CAR COVER
4 WORLD LLC and GAUJALAB.COM. The affected card was thereafter blocked, requiring
5 Ali to investigate the activity and take additional steps to secure and protect the business
6 account.

7 264. The replacement Greater Nevada Credit Union debit card issued after the June 4
8 fraud was later subjected to seven additional attempted transactions, including one \$3.64
9 transaction at "Food Basics" in Ontario, Canada, approved by the card issuer but was not
10 authorized by Scott or Ali, four \$0 "Turo Inc." transactions, and two \$0 "Travel Tripper"
11 transactions.

12 265. The June 4, June 18, and June 19 fraudulent incidents all occurred after Gracza
13 obtained and retained Scott's Private Information and involved information that, upon
14 information and belief, was derived from or facilitated by the Private Information
15 disclosed to Gracza by DCSD.

16 266. The sequence of unauthorized financial activity, including repeated attempted
17 charges at Greater Nevada Credit Union, the attempted Best Buy purchase, the business-
18 card verification attempts, and the later compromise of the replacement Greater Nevada
19 Credit Union card, demonstrates an immediate and continuing risk of financial fraud
20 affecting both Scott and Ali.

21 267. Upon information and belief, the June 4, June 18, and June 19 incidents were
22 facilitated by or derived from Scott's Private Information disclosed to Gracza; the identity
23 of the person or persons responsible for the later replacement-card attempts remains
24 unknown.

25 268. Gracza's alleged unlawful use of Scott's Private Information was separate and
26 distinct from his submission of a public-records request or any lawful receipt or inspection

1 of records subject to public disclosure. Plaintiffs' claim arises from Gracza's subsequent
2 use of Scott's personal identifying information for an allegedly unlawful purpose.

3 269. As a direct and proximate result of Gracza's alleged violation of NRS 205.463, Scott
4 has suffered injury, including unauthorized use of his identity and personal identifying
5 information, repeated attempted fraudulent charges involving the Greater Nevada Credit
6 Union account, compromise and replacement of his debit card, disruption of his personal
7 financial account, time and expense incurred investigating and mitigating the fraudulent
8 activity, loss of privacy, increased risk of identity theft and financial fraud, and other
9 damages according to proof. The later compromise of the replacement card caused
10 additional investigation and mitigation burdens, although Plaintiffs do not presently
11 know who initiated those later transactions.

12 270. Upon information and belief, in addition to or in the alternative to Gracza's direct
13 unlawful use of Scott's personal identifying information, Gracza possessed, sold, or
14 transferred Scott's personal identifying information to one or more presently unidentified
15 persons for the purpose of enabling Gracza or another person to assume Scott's identity or
16 otherwise establish a false identity for purposes of obtaining access to financial accounts,
17 credit, goods, services, or other things of value.

18 271. The unauthorized Best Buy transaction used multiple pieces of Scott's actual
19 identifying information, including his name, personal telephone number, home address,
20 personal email address, and debit-card information, while Scott remained in physical
21 possession of his card. That transaction, together with the repeated unauthorized activity
22 affecting Scott and Ali's accounts and the later compromise of the replacement debit card,
23 supports the inference that Scott's identifying information was possessed, sold, or
24 transferred for the purpose of establishing a false identity within the meaning of NRS
25 205.465.

1 272. As a direct and proximate result of the alleged violations of NRS 205.463 and/or
2 NRS 205.465, Scott suffered injury, including unauthorized use of his identity and personal
3 identifying information, repeated attempted fraudulent charges involving the Greater
4 Nevada Credit Union account, compromise and replacement of his debit card, disruption
5 of his personal financial account, time and expense incurred investigating and mitigating
6 fraudulent activity, loss of privacy, increased risk of identity theft and financial fraud, and
7 other damages according to proof. The later compromise of the replacement card caused
8 additional investigation and mitigation burdens, although Plaintiffs do not presently
9 know who initiated those later transactions.

10 273. Ali suffered injury as a direct and proximate result of the alleged violations of NRS
11 205.463 and/or NRS 205.465, including attempted fraudulent activity affecting the Greater
12 Nevada Credit Union account, disruption of the personal checking account she shares
13 with Scott, time and expense incurred investigating and responding to the unauthorized
14 Best Buy transaction, fraudulent activity affecting the business-card account associated
15 with Ali and Right Up Your Ali LLC, additional investigation and mitigation following the
16 later compromise of the replacement Greater Nevada Credit Union card, and other
17 economic and noneconomic damages according to proof.

18 274. Gracza's alleged use, possession, sale, and/or transfer of Scott's personal
19 identifying information was knowing, intentional, willful, and undertaken for an unlawful
20 purpose. His conduct therefore warrants punitive damages to the extent permitted by
21 NRS 41.1345 and Nevada law.

22 275. Pursuant to NRS 41.1345, Scott and Ali are entitled to recover their actual damages,
23 costs, reasonable attorneys' fees, punitive damages as the facts may warrant, and such
24 other relief as the Court deems just and proper from the Defendant or Defendants
25 responsible for the violations alleged herein.
26

1 **NINTH CLAIM FOR RELIEF:**

2 **Willful and Intentional Public Posting or Display of Social Security Number –**
3 **NRS 205.4605**

4 (Scott Colato Against Gracza, DOES 1-10, and ROE ENTITIES I-X)

5 276. Plaintiff Scott Colato repeats and realleges each and every allegation contained in
6 the preceding paragraphs as though fully set forth herein.

7 277. NRS 205.4605 prohibits a person from willfully and intentionally posting or
8 displaying another person's Social Security number in any public manner unless
9 specifically authorized or required by federal or state law or regulation.

10 278. For purposes of NRS 205.4605, posting or displaying a Social Security number in a
11 public manner includes communicating or otherwise making the number available to the
12 general public. NRS 205.4605 authorizes a civil action for actual damages and permits the
13 Court to award reasonable attorneys' fees and costs.

14 279. DCSD disclosed Scott's full Social Security number, together with records
15 identifying Scott by name, to Gracza. Scott did not consent to Gracza publicly posting,
16 displaying, publishing, transferring, or otherwise disseminating his Social Security
17 number.

18 280. Gracza retained the unredacted records containing Scott's full Social Security
19 number for more than two months. By May 5, 2026, at the latest, Gracza knew the records
20 contained confidential and highly sensitive employee information that was not lawfully
21 subject to unrestricted public disclosure.

22 281. Upon information and belief, Gracza and/or one or more presently unidentified
23 recipients thereafter willfully and intentionally posted, displayed, or caused the posting or
24 display of Scott's full Social Security number in a public manner by communicating or
25 making the number available to the general public.
26

1 282. The public posting or display of Scott's full Social Security number was not
2 authorized or required by any federal or state law or regulation. The number was
3 contained in confidential personnel records that were not required to be open to the
4 public. This claim does not arise from Gracza's submission of a public-records request, his
5 lawful receipt of information properly subject to public disclosure, or any lawful or
6 independently protected speech.

7 283. The repeated fraudulent activity affecting Scott and Ali's accounts after Gracza
8 obtained the records, including activity that continued after replacement of the initial
9 compromised card, supports the inference that Scott's identifying information, including
10 his full Social Security number, was made available beyond Gracza to unknown persons.

11 284. As a direct and proximate result of the public posting or display of Scott's Social
12 Security number, Scott suffered loss of privacy, financial disruption, time and expense
13 investigating and mitigating identity theft and fraud, costs associated with securing and
14 monitoring his accounts and identity, fear and anxiety concerning continued misuse, and
15 other actual damages according to proof.

16 285. Pursuant to NRS 205.4605, Scott seeks actual damages, reasonable attorneys' fees
17 and costs, and such other relief as the Court deems just and proper against each Defendant
18 responsible for the willful and intentional public posting or display of his Social Security
19 number.

20 **TENTH CLAIM FOR RELIEF:**

21 **Intentional Infliction of Emotional Distress**

22 (Against DCSD and Gracza)

23 286. Plaintiffs repeat and reallege each and every allegation contained in the preceding
24 paragraphs as though fully set forth herein.

25 287. To prevail on a claim for intentional infliction of emotional distress, a plaintiff must
26 establish: "(1) extreme and outrageous conduct on the part of the defendant; (2) intent to

1 cause emotional distress or reckless disregard for causing emotional distress; (3) that the
2 plaintiff actually suffered extreme or severe emotional distress; and (4) causation.” *Blige v.*
3 *Terry*, 139 Nev. 607, 618, 540 P.3d 421, 432 (2023).

4 288. **Gracza’s Extreme and Outrageous Conduct.** This claim does not arise from
5 Gracza’s submission of a public-records request, his lawful receipt of public information,
6 his participation in the May 5 meeting concerning his child, or any other lawful exercise of
7 speech or petitioning activity. Rather, it arises from Gracza’s alleged knowing retention,
8 display, and subsequent unlawful use of confidential and sensitive information that he
9 knew was not properly subject to unrestricted public disclosure.

10 289. DCSD’s stated disclosure date is February 27, 2026. Gracza retained the unredacted
11 personnel-file materials until May 14, 2026. During that period, he had access to sensitive
12 information concerning multiple Plaintiffs, including the full Social Security numbers of
13 Scott Colato, Cheryl Mayfield, and Shannon Brown; partial Social Security number
14 belonging to Wendi Caccamise; home addresses; personal telephone numbers; personal
15 email addresses; signatures; employment information; and other Private Information.

16 290. By May 5, 2026, Gracza had possessed the personnel-file materials for more than
17 two months. He nevertheless brought an armload of the folders to the May 5 meeting at
18 Carson Valley Middle School concerning his child. Plaintiff Wendi Caccamise was
19 present. Gracza placed the folders on the table and repeatedly rearranged them during the
20 meeting. Wendi did not yet recognize the folders as employee personnel-file materials.
21 Scott recognized them as personnel-file materials concerning affected employees and
22 perceived Gracza’s display and handling of the folders as intimidating.

23 291. Upon information and belief, by that time, Gracza knew the folders contained
24 confidential and sensitive employee information that he was not entitled to use for
25 purposes unrelated to the lawful inspection of public records. Rather than promptly
26

1 return the improperly disclosed information, Gracza continued to retain the materials until
2 May 14, 2026.

3 292. Upon information and belief, after obtaining Scott Colato's Private Information,
4 Gracza knowingly used Scott's personal identifying information for an unlawful purpose.
5 As alleged above, Scott and Ali subsequently experienced unauthorized financial activity
6 involving their Greater Nevada Credit Union account, an unauthorized online Best Buy
7 transaction using multiple pieces of Scott's actual identifying information, and fraudulent
8 activity affecting an account associated with Ali and Right Up Your Ali LLC.

9 293. Gracza's knowing retention and deliberate use of highly sensitive employee
10 information, together with his alleged use of Scott's identifying information to facilitate
11 fraudulent financial activity, constituted extreme and outrageous conduct.

12 294. Gracza intended to cause emotional distress or acted with reckless disregard for
13 causing it. He knew or should have known that the affected employees were involved in
14 an ongoing and contentious dispute with him. He also knew or should have known that
15 possessing, displaying, or misusing their Social Security numbers, home-contact
16 information, financial information, and other sensitive data could cause substantial fear,
17 anxiety, and distress.

18 295. **DCSD's Extreme and Outrageous Conduct.** Plaintiffs' claim against DCSD is not
19 based solely on the District's initial erroneous production of personnel records. Rather, it
20 arises from the totality of DCSD's conduct before and after it knew highly sensitive
21 employee information had been improperly disclosed.

22 296. DCSD knew the personnel files contained highly sensitive information and knew
23 Gracza was involved in an ongoing and contentious dispute with District personnel.
24 Despite having nearly a month between Gracza's January 28, 2026, request and DCSD's
25 stated February 27, 2026, production date, DCSD failed to complete a competent review
26 and redaction of the records before releasing them.

1 297. DCSD knew or should have known that disclosure of Social Security numbers,
2 home-contact information, signatures, personal email addresses, employment information,
3 and other sensitive data created substantial risks of identity theft, financial fraud,
4 harassment, and emotional distress. Plaintiffs later confirmed that DCSD's production
5 included the full Social Security numbers of Scott Colato, Cheryl Mayfield, and Shannon
6 Brown and the partial Social Security number of Wendi Caccamise.

7 298. On May 5, 2026, Executive Director of Human Resources Jeannie Dwyer was
8 present when Gracza openly possessed and displayed the personnel folders during the
9 May 5 meeting at Carson Valley Middle School. Given Dwyer's involvement in preparing
10 the records responsive to Gracza's request, Plaintiffs allege Dwyer knew or should have
11 known what the folders were and that Gracza continued to possess them. Nevertheless,
12 DCSD did not warn the affected employees or retrieve the records at that time.

13 299. By May 11, 2026, at the latest, DCSD had actual notice that affected employees had
14 independently discovered the disclosure. Plaintiffs were nevertheless required to
15 repeatedly press DCSD for information concerning what had been released, the scope of
16 the disclosure, and the measures being taken to protect them.

17 300. At the May 14, 2026, meeting, Superintendent Alvarado told Scott that only the last
18 four digits of his Social Security number had been disclosed. Within seconds, Scott located
19 his full Social Security number in two separate places in the documents Alvarado had just
20 handed him. Thus, even after the disclosure was known and DCSD was providing
21 assurances concerning its scope, the District had not competently reviewed Scott's records.

22 301. DCSD thereafter represented that affected employees would receive further
23 answers at a June 1, 2026, follow-up meeting. Despite advance notice of the employees'
24 questions, the meeting ended without a complete accounting or substantive answers.

25 302. After the June 1 meeting, Dwyer sought disciplinary action against Kyle Jensen
26 based on his reaction while seeking answers concerning the disclosure. The threatened

1 discipline remained unresolved for approximately six days and caused Kyle additional
2 stress.

3 303. DCSD also failed to treat affected employees consistently. Cheryl Mayfield and
4 Shannon Brown remained DCSD employees when the disclosure was discovered but were
5 excluded from the May 14 meeting and contemporaneous communications provided to
6 other affected employees. They learned of the disclosure from coworkers rather than
7 DCSD. Although DCSD eventually sent Shannon a notice on July 17 offering one year of
8 monitoring, it did not provide him with enrollment information or assistance. The District
9 thereafter provided inconsistent assistance concerning credit monitoring and enrollment.

10 304. DCSD's conduct also affected Ali Colato. Although Ali was not an employee
11 named in Gracza's request, she shared financial accounts with Scott. After DCSD
12 disclosed Scott's Private Information, Scott and Ali experienced repeated unauthorized
13 financial activity affecting their shared Greater Nevada Credit Union account. Additional
14 fraudulent activity affected a business-card account associated with Ali and Right Up Your
15 Ali LLC.

16 305. Considered together, DCSD's conduct went beyond an isolated mistake or ordinary
17 negligence. The District failed to protect highly sensitive information and failed to act
18 after learning Gracza still possessed the records. It gave inaccurate information about the
19 scope of the disclosure and failed to provide promised answers. It also threatened
20 discipline after an affected employee sought accountability, treated affected employees
21 inconsistently, and failed to provide prompt and effective remediation.

22 306. Under the circumstances, this continuing course of conduct was extreme and
23 outrageous.

24 307. DCSD, acting through its officers and employees, intended to cause emotional
25 distress or acted with reckless disregard for causing it. The District knew or should have
26 known that its repeated failures after disclosure of sensitive employee information could

1 cause substantial fear, anxiety, and emotional distress to the affected employees and to
2 persons directly exposed to resulting identity theft and financial fraud.

3 **308. Plaintiffs' Extreme or Severe Emotional Distress.** Plaintiffs actually suffered
4 extreme or severe emotional distress as a result of Gracza's conduct.

5 309. Scott Colato experienced substantial fear and anxiety concerning the misuse of his
6 identity after learning that his full Social Security number and other identifying
7 information had been disclosed. Following the disclosure and ensuing fraudulent activity,
8 Scott began attending weekly therapy to address his anxiety and distress. His distress
9 increased as repeated fraudulent activity affected his financial accounts and required him
10 to replace cards, secure accounts, and continually monitor for further misuse. Scott's
11 distress was further heightened by recognizing the personnel-file materials in Gracza's
12 possession and perceiving Gracza's display of those materials at the May 5 meeting as
13 intimidating. Scott also withdrew from extended-school-year work following the
14 disclosure, resulting in lost compensation.

15 310. Ali Colato experienced substantial fear and anxiety from the repeated fraudulent
16 activity affecting the financial accounts she shares with Scott and the business-card
17 account associated with Right Up Your Ali LLC. She was required to repeatedly
18 investigate unauthorized transactions, communicate with financial institutions, block or
19 replace affected cards, and take additional measures to protect against further fraud.

20 311. Wendi Caccamise experienced substantial stress and adverse health effects
21 following the disclosure. She also withdrew from extended-school-year work because of
22 the incident, resulting in lost compensation.

23 312. Kyle Jensen experienced substantial stress following the disclosure and additional
24 emotional distress when DCSD threatened disciplinary action after he pressed the District
25 for answers concerning the disclosure. The threat remained unresolved for approximately
26

1 six days. Kyle also withdrew from extended-school-year work following the disclosure,
2 resulting in lost compensation.

3 313. Shannon Brown experienced fear and anxiety concerning the disclosure and the
4 continued circulation or misuse of his personnel information. His distress was
5 compounded by learning of the disclosure from a coworker rather than DCSD, by DCSD's
6 delay until July 17, 2026, in providing formal notice, by its offer of only one year of
7 monitoring despite disclosure of his full Social Security number, and by its failure to
8 provide enrollment instructions.

9 314. Cheryl experienced significant psychological and physical manifestations of distress
10 that aggravated a preexisting condition, interfered with daily functioning and sleep, and
11 required treatment, medication adjustment, and continuing follow-up care.

12 315. **Causation and Damages.** Gracza's conduct was an actual and proximate cause of
13 Plaintiffs' extreme or severe emotional distress and resulting damages to the extent each
14 Plaintiff's injuries arose from Gracza's knowing retention, display, alleged misuse, or
15 continued possession of their Private Information.

16 316. DCSD's conduct was an actual and proximate cause of Plaintiffs' extreme or severe
17 emotional distress and resulting damages to the extent each Plaintiff's injuries arose from
18 the District's disclosure of Private Information, failure to promptly respond to the
19 disclosure, inaccurate or incomplete communications, inconsistent protective measures,
20 and other conduct alleged herein.

21 317. Plaintiffs seek compensatory damages against DCSD and Gracza to the extent
22 permitted by Nevada law. Any tort damages sought against DCSD are subject to
23 NRS 41.035; Plaintiffs do not seek punitive or exemplary damages against DCSD.

24 318. Gracza's conduct was knowing, intentional, willful, and malicious or undertaken in
25 conscious disregard of Plaintiffs' rights. Plaintiffs therefore seek punitive damages against
26 Gracza as otherwise permitted by Nevada law.

1 **ELEVENTH CLAIM FOR RELIEF:**

2 **Invasion of Privacy – Public Disclosure of Private Facts**

3 (Against DCSD and Gracza)

4 319. Plaintiffs repeat and reallege each and every allegation contained in the preceding
5 paragraphs as though fully set forth herein.

6 320. An action for public disclosure of private facts arises where “a public disclosure of
7 private facts has occurred” and the disclosure “would be offensive and objectionable to a
8 reasonable person of ordinary sensibilities.” *State v. Eighth Jud. Dist. Ct. ex rel. Cnty. of*
9 *Clark*, 118 Nev. 140, 150, 42 P.3d 233, 240 (2002).

10 321. Information is private where it concerns aspects of an individual’s personal life
11 ordinarily withheld from public view and shared, if at all, only with family or close
12 friends. Such matters may include family disputes, medical information, intimate
13 correspondence, details of home life, and sensitive personal history. *Restatement (Second) of*
14 *Torts* § 652D cmt. b (1977).

15 322. The personnel records provided to Gracza contained Private Information
16 concerning Plaintiffs that was not ordinarily exposed to public view. Depending on the
17 Plaintiff, the records included Social Security information, home addresses, personal
18 telephone numbers, personal email addresses, signatures, employment-application
19 materials, professional references, background information, and other sensitive personnel
20 information.

21 323. Plaintiffs did not make this information publicly available and did not consent to its
22 public disclosure. The information was maintained within confidential personnel records
23 and concerned matters Plaintiffs reasonably kept from general public view.

24 324. Gracza knew or reasonably should have known the personnel files contained
25 private information beyond the information properly subject to disclosure through his
26

1 public-records request. He retained the unredacted records for more than two months
2 after receiving them.

3 325. Upon information and belief, Gracza disclosed, transferred, sold, or otherwise
4 disseminated Scott Colato's Private Information to one or more unknown third parties.
5 Plaintiffs presently lack access to information identifying the recipient or recipients, the
6 precise method of transfer, or whether Gracza received compensation for the information.

7 326. Upon information and belief, Plaintiffs' allegation that Scott's Private Information
8 was disseminated to third parties is based in part on the fraudulent activity that followed
9 Gracza's receipt and retention of Scott's information. That activity included repeated
10 unauthorized attempts involving the Greater Nevada Credit Union account and additional
11 fraudulent activity affecting financial accounts associated with Scott and Ali.

12 327. Upon information and belief, the nature and recurrence of the fraudulent activity
13 support an inference that Scott's Private Information was disclosed beyond Gracza and
14 made available to one or more third parties for unauthorized use.

15 328. Scott's Social Security number, home address, personal telephone number, personal
16 email address, signature, and other identifying information concern aspects of his private
17 life that he did not make available to the general public. Public dissemination of that
18 information through illicit online channels would be offensive and objectionable to a
19 reasonable person of ordinary sensibilities.

20 329. Upon information and belief, Gracza's dissemination of Scott's Private Information
21 constituted a public disclosure because the information was made available to unknown
22 third parties outside the limited context of his public-records request and was thereafter
23 capable of further circulation and use by others.

24 330. The Private Information allegedly disseminated by Gracza was not information
25 Scott voluntarily exposed to the public. It included highly sensitive identifying
26

1 information maintained within confidential personnel records and ordinarily withheld
2 from public view.

3 331. The alleged disclosure was not necessary to any legitimate discussion concerning
4 Scott's employment, DCSD's operations, Gracza's child, or any other matter of public
5 concern. Upon information and belief, Scott's Private Information was instead
6 disseminated for an unauthorized and unlawful purpose unrelated to Gracza's public-
7 records request.

8 332. Public disclosure of Scott's Social Security number, home address, personal
9 telephone number, personal email address, signature, and other sensitive identifying
10 information would be offensive and objectionable to a reasonable person of ordinary
11 sensibilities.

12 333. Upon information and belief, Gracza knew the information was private and had not
13 been made available to the general public. He nevertheless disclosed, transferred, sold, or
14 otherwise disseminated the information to one or more third parties.

15 334. As a direct and proximate result of Gracza's public disclosure of Scott's Private
16 Information, Scott suffered loss of privacy, fear and anxiety concerning identity theft and
17 continued misuse of his information, financial disruption, time and expense associated
18 with investigating fraudulent activity, and other economic and noneconomic damages
19 according to proof.

20 335. Ali Colato also suffered damages as a direct and proximate result of the alleged
21 dissemination and subsequent misuse of Scott's Private Information. Those damages
22 include fear and anxiety, disruption of financial accounts she shares with Scott, time spent
23 investigating and responding to fraudulent activity, and other damages according to
24 proof.

1 336. Gracza's conduct was knowing, intentional, willful, and undertaken in conscious
2 disregard of Scott's privacy rights. Plaintiffs therefore seek compensatory damages,
3 punitive damages as permitted by Nevada law, and all other appropriate relief.

4 **TWELFTH CLAIM FOR RELIEF:**

5 **Unlawful Posting or Display of Social Security Number - Violation of NRS 205.4605**
6 (Against DCSD)

7 337. Plaintiffs Scott Colato, Shannon Brown, and Cheryl Mayfield repeat and reallege
8 each and every allegation contained in the preceding paragraphs as though fully set forth
9 herein.

10 338. NRS 205.4605 prohibits a person from willfully and intentionally posting or
11 displaying in any public manner the Social Security number of another person unless
12 authorized or required to do so by specific federal or state law or regulation.

13 339. For purposes of NRS 205.4605, "person" expressly includes a government,
14 governmental agency, or political subdivision of a government. DCSD is therefore subject
15 to NRS 205.4605.

16 340. NRS 205.4605 further defines "post or display in any public manner" to mean
17 communicating or otherwise making a Social Security number available to the general
18 public.

19 341. The statutory exception for documents recorded or required to be open to the
20 public does not apply. Scott Colato, Shannon Brown, and Cheryl Mayfield's full Social
21 Security numbers were not required to be open to the public, were not responsive public
22 information that DCSD was authorized or required to disclose and were information
23 DCSD was required to redact before producing otherwise public records.

24 342. DCSD intentionally assembled personnel-file materials in response to Gracza's
25 public-records request and intentionally delivered those materials to Gracza as a member
26 of the general public. DCSD did not provide the records pursuant to any confidential,

1 internal, or administrative use. Rather, DCSD produced the records to Gracza as records
2 available for public inspection and without any confidentiality agreement, protective
3 restriction, or limitation on their further copying or dissemination.

4 343. The materials DCSD produced contained the full Social Security numbers of Scott
5 Colato, Shannon Brown, and Cheryl Mayfield. Scott's full Social Security number
6 appeared in at least two locations within the materials DCSD released.

7 344. Upon information and belief, one or more DCSD officers or employees responsible
8 for selecting, assembling, reviewing, approving, and producing the records knew that the
9 personnel-file materials had not been fully reviewed or redacted and nevertheless
10 intentionally authorized, permitted, or completed their release to Gracza. The identity,
11 knowledge, communications, and specific conduct of the individual employees involved
12 in the production remain principally or exclusively within DCSD's possession and will be
13 further established through discovery.

14 345. By deliberately producing the unredacted personnel-file materials as public records
15 and thereby making Scott Colato, Shannon Brown, and Cheryl Mayfield's full Social
16 Security numbers available to a member of the general public, DCSD, acting through its
17 officers and employees, willfully and intentionally posted or displayed Scott Colato,
18 Shannon Brown, and Cheryl Mayfield's Social Security number in a public manner within
19 the meaning of NRS 205.4605.

20 346. This claim is pleaded in the alternative to Plaintiffs' negligence-based theories.
21 DCSD's subsequent characterization of the production as an "inadvertently made" overly
22 broad disclosure does not establish the knowledge or intent of the officer or employee who
23 selected, approved, or physically released the unredacted records. The production itself
24 was not caused by a cyberattack, accidental electronic transmission, or interception by an
25 unknown third party. DCSD personnel deliberately assembled the personnel folders and
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1 deliberately delivered them to a public-records requester before an adequate
2 confidentiality and redaction review had been completed.

3 347. No federal or state law or regulation authorized or required DCSD to make Scott,
4 Shannon, or Cheryl's full Social Security numbers publicly available. Nor was the
5 disclosure an internal verification or administrative use exempted by NRS 205.4605.

6 348. As a direct and proximate result of DCSD's alleged violation of NRS 205.4605, Scott,
7 Shannon, and Cheryl each suffered actual damages, including loss of privacy and control
8 over their Social Security numbers, time and expense incurred investigating and
9 mitigating the disclosure, costs and burdens associated with protecting and monitoring
10 their identities and accounts, and the other individualized damages alleged herein. Scott
11 additionally suffered the financial disruption and fraudulent activity alleged above.

12 349. NRS 205.4605 expressly authorizes a civil cause of action by a person whose Social
13 Security number was willfully and intentionally posted or displayed in violation of the
14 statute. Scott, Shannon, and Cheryl therefore seek actual damages, reasonable attorneys'
15 fees and costs, and all other relief permitted by Nevada law.

16 **THIRTEENTH CLAIM FOR RELIEF:**

17 **Declaratory Relief**

18 (Against DCSD and Gracza)

19 350. Plaintiffs repeat and reallege each and every allegation contained in the preceding
20 paragraphs as though fully set forth herein.

21 351. A present and actual controversy exists concerning the scope of Plaintiffs' Private
22 Information that was released, whether copies or derivative records remain outside
23 DCSD's control, the parties' respective rights and obligations concerning legally
24 confidential information, and the adequacy of DCSD's remediation.

1 352. Plaintiffs have a protectable interest in determining what records and data elements
2 concerning them left DCSD's custody so they can take proportionate measures to protect
3 their identities, finances, safety, and employment interests.

4 353. DCSD has represented that the physical records were returned and redacted, but it
5 has not provided a complete page-level accounting sufficient to resolve whether copies,
6 photographs, scans, or derivative records exist or what nonpublic information each
7 Plaintiff must continue to protect against misuse. The District's delayed and inconsistent
8 notification - including notice letters dated June 16 that were not received by at least some
9 Plaintiffs until July 17 - further leaves uncertainty concerning when DCSD discovered the
10 breach, what it knew at each stage, and whether all affected persons received appropriate
11 remediation.

12 354. Pursuant to NRS 30.030, NRS 30.040, and other applicable law, Plaintiffs seek a
13 declaration of the parties' rights and obligations concerning the protection, accounting,
14 retention, return, destruction, and future dissemination of legally confidential Private
15 Information released through the challenged production.

16 355. Any declaratory or injunctive relief directed to Gracza should be limited to
17 nonpublic information that is legally confidential or otherwise protected and should not
18 prohibit discussion of lawfully public information, lawful participation in public affairs, or
19 speech independently protected by law.

20 356. Declaratory relief will terminate or materially reduce the present uncertainty
21 concerning Plaintiffs' continuing exposure and the obligations of DCSD and Gracza with
22 respect to any nonpublic copies or derivative records still within their possession, custody,
23 or control.

24 **PUNITIVE DAMAGES**

25 357. Plaintiffs repeat and reallege each and every allegation contained in the preceding
26 paragraphs as though fully set forth herein.

1 358. NRS 41.1345 expressly authorizes recovery of punitive damages where the facts
2 warrant such an award for injuries proximately resulting from a violation of NRS 205.463
3 or NRS 205.465. NRS 42.005 also permits punitive or exemplary damages in an action
4 other than contract where the plaintiff proves by clear and convincing evidence that the
5 defendant is guilty of oppression, fraud, or malice, express or implied.

6 359. Plaintiffs do not seek punitive or exemplary damages against DCSD.

7 360. Upon information and belief, Gracza knowingly obtained and deliberately retained
8 Plaintiffs' Private Information, including Scott Colato's full Social Security number and
9 other sensitive identifying information. His conduct at the May 5 meeting, after
10 possessing the folders for more than two months under DCSD's stated timeline, supports
11 that his continued retention and use of the materials was deliberate rather than
12 inadvertent. Gracza's statement to a third party that he possessed Social Security numbers
13 from the employee records further supports that his retention of the materials was
14 knowing and deliberate.

15 361. Upon information and belief, Gracza thereafter used Scott's personal identifying
16 information for an unlawful purpose and disclosed, transferred, sold, or otherwise
17 disseminated Scott's Private Information to one or more unknown third parties.

18 362. Gracza's knowing retention, display, use, and dissemination of confidential
19 information caused or recklessly disregarded the likelihood of substantial emotional
20 distress and invaded Plaintiffs' privacy rights.

21 363. The conduct alleged against Gracza forms the basis of Plaintiffs' claims for unlawful
22 use, possession, sale, or transfer of personal identifying information; willful and
23 intentional public posting or display of Scott's Social Security number; unlawful
24 dissemination of personal identifying information; intentional infliction of emotional
25 distress; public disclosure of private facts. If proven, that conduct was not accidental,
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negligent, or inadvertent. It was knowing, intentional, willful, and undertaken in conscious disregard of Plaintiffs' rights.

364. As to Scott and Ali Colato, the alleged knowing use of Scott's identifying information to facilitate financial fraud constitutes fraud and/or malice, express or implied, and supports punitive damages under NRS 41.1345 and NRS 42.005.

365. As to Plaintiffs' intentional-tort claims against Gracza, his alleged knowing display, misuse, and dissemination, together with his alleged intent to cause emotional distress or reckless disregard for causing it, support punitive damages under NRS 42.005 to the extent proven at trial.

366. Accordingly, Plaintiffs seek punitive damages only against Defendant Anthony Gracza, in an amount sufficient to punish and deter the alleged wrongful conduct, in favor of each Plaintiff who establishes entitlement under the claims asserted herein. Plaintiffs do not seek punitive or exemplary damages against DCSD.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request judgment against Defendants, as applicable to the claims and parties identified above, as follows:

1. For general, special, compensatory, consequential, emotional-distress, privacy, mitigation, lost-compensation, financial-disruption, and other recoverable damages in amounts to be proven at trial against DCSD, subject to NRS 41.035 and any other applicable limitation, and against Gracza to the extent otherwise permitted by Nevada law;
2. For actual damages in favor of Scott Colato and Ali Colato pursuant to NRS 41.1345 for injuries proximately resulting from violations of NRS 205.463 and/or NRS 205.465, including reasonable and necessary mitigation expenses, loss of time, account and card disruption, investigation expenses, and other economic and noneconomic losses according to proof;

- 1 3. For actual damages in favor of Scott Colato, Shannon Brown, and Cheryl
2 Mayfield pursuant to NRS 205.4605; for damages in favor of Scott Colato
3 pursuant to NRS 41.1347; and for the associated loss of privacy, financial
4 disruption where applicable, investigation and mitigation expenses, fear and
5 anxiety, and other recoverable injuries according to proof;
- 6 4. For punitive damages against Anthony Gracza pursuant to NRS 41.1345 and
7 NRS 42.005, in favor of each Plaintiff who establishes entitlement, based on
8 the alleged knowing and intentional misuse, display, dissemination, public
9 disclosure, and intrusion upon Private Information and other conduct
10 amounting to oppression, fraud, or malice, express or implied, with no
11 punitive or exemplary damages sought against DCSD;
- 12 5. For declaratory relief establishing the parties' rights and obligations
13 concerning legally confidential Private Information released through the
14 challenged production, including the protection, accounting, retention,
15 return, destruction, and future dissemination of such information;
- 16 6. For narrowly tailored preliminary and permanent injunctive relief, as
17 supported by the evidence, requiring an individualized accounting of
18 records and data elements released; preservation of evidence concerning the
19 production and alleged subsequent misuse or dissemination; reasonable
20 efforts to identify and secure any nonpublic copies or derivative records;
21 return or destruction of legally confidential Private Information remaining in
22 the possession, custody, or control of Gracza or other recipients; and
23 prevention of further unauthorized use or dissemination of legally
24 confidential Private Information, without restricting lawfully public
25 information or independently protected speech;
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7. For reasonable identity-protection, monitoring, and restoration measures proportionate to the data actually exposed, including enhanced protection for any Plaintiff whose Social Security number or other NRS 603A.040 personal information was disclosed and delivery of any credit-monitoring enrollment information or services DCSD represented would be provided but has not yet furnished;
8. For appropriate prospective relief requiring DCSD to maintain reasonable operational procedures for review, redaction, documentation, custody, notification, and remediation of personnel-record productions containing confidential information;
9. For costs of suit and reasonable attorneys' fees and costs where authorized, including fees available under NRS 41.600, NRS 41.1345, NRS 205.4605, and NRS 41.1347, together with pre-judgment and post-judgment interest as allowed by law;
10. For such other and further relief as the Court deems just and proper.

Dated this 11 day of September, 2026

Handwritten:
Max Stovall (Sep 11, 2026 12:44:09 PDT)
Maximilian A. Stovall, Esq. (SBN 14284)
Kacee Atherton, Esq. (SBN 17160)
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DECLARATION OF SCOTT COLATO

Scott Colato, under penalties of perjury says:

I am a party in the above-entitled action; I have reviewed the *Verified Complaint* and the allegations contained there, and that the same is true of my own knowledge, except for those matters stated upon information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Scott Colato
Scott Colato (Sep 8, 2026 18:14:10 PDT)

Scott Colato

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DECLARATION OF KYLE JENSEN

Kyle Jensen, under penalties of perjury says:

I am a party in the above-entitled action; I have reviewed the *Verified Complaint* and the allegations contained there, and that the same is true of my own knowledge, except for those matters stated upon information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.


Kyle Jensen (Sep 8, 2026 15:54:58 PDT)

Kyle Jensen

1 **DECLARATION OF WENDI CACCAMISE**

2 Wendi Caccamise, under penalties of perjury says:

3 I am a party in the above-entitled action; I have reviewed the *Verified Complaint* and
4 the allegations contained there, and that the same is true of my own knowledge, except for
5 those matters stated upon information and belief, and as to those matters I believe them to
6 be true.

7 I declare under penalty of perjury that the foregoing is true and correct.

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Wendi Caccamise (Sep 8, 2026 15:56:28 PDT)

11 Wendi Caccamise

1 **DECLARATION OF SHANNON BROWN**

2 Shannon Brown, under penalties of perjury says:

3 I am a party in the above-entitled action; I have reviewed the *Verified Complaint* and
4 the allegations contained there, and that the same is true of my own knowledge, except for
5 those matters stated upon information and belief, and as to those matters I believe them to
6 be true.

7 I declare under penalty of perjury that the foregoing is true and correct.

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10 Shannon Brown
 Shannon Brown (Sep 8, 2026 17:54:18 PDT)
11 Shannon Brown
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1 **DECLARATION OF CHERYL MAYFIELD**

2 Cheryl Mayfield, under penalties of perjury says:

3 I am a party in the above-entitled action; I have reviewed the *Verified Complaint* and
4 the allegations contained there, and that the same is true of my own knowledge, except for
5 those matters stated upon information and belief, and as to those matters I believe them to
6 be true.

7 I declare under penalty of perjury that the foregoing is true and correct.

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Cheryl Mayfield (Sep 8, 2026 17:57:20 PDT)

11 Cheryl Mayfield
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DECLARATION OF ALI COLATO

Ali Colato, under penalties of perjury says:

I am a party in the above-entitled action; I have reviewed the *Verified Complaint* and the allegations contained there, and that the same is true of my own knowledge, except for those matters stated upon information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Ali Colato
Ali Colato (Sep 8, 2026 18:09:41 PDT)

Ali Colato

Verified Complaint

Final Audit Report

2026-09-09

Created:	2026-09-08
By:	Allison Scott (Allison@maxstovalllaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAARna-uSz5d8QImw2MHylUjwpTPwoU2MU

"Verified Complaint" History

-  Document created by Allison Scott (Allison@maxstovalllaw.com)
2026-09-08 - 8:45:16 PM GMT
-  Document emailed to Kyle Jensen (kylejjensen@gmail.com) for signature
2026-09-08 - 8:46:53 PM GMT
-  Email viewed by Kyle Jensen (kylejjensen@gmail.com)
2026-09-08 - 10:54:19 PM GMT
-  Document e-signed by Kyle Jensen (kylejjensen@gmail.com)
Signature Date: 2026-09-08 - 10:54:58 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Document emailed to wendicaccamise@gmail.com for signature
2026-09-08 - 10:55:00 PM GMT
-  Email viewed by wendicaccamise@gmail.com
2026-09-08 - 10:55:34 PM GMT
-  Signer wendicaccamise@gmail.com entered name at signing as Wendi Caccamise
2026-09-08 - 10:56:26 PM GMT
-  Document e-signed by Wendi Caccamise (wendicaccamise@gmail.com)
Signature Date: 2026-09-08 - 10:56:28 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Document emailed to shannon.brownsr5@gmail.com for signature
2026-09-08 - 10:56:29 PM GMT
-  Email viewed by shannon.brownsr5@gmail.com
2026-09-09 - 0:53:31 AM GMT
-  Signer shannon.brownsr5@gmail.com entered name at signing as Shannon Brown
2026-09-09 - 0:54:16 AM GMT



Document e-signed by Shannon Brown (shannon.brownsr5@gmail.com)

Signature Date: 2026-09-09 - 0:54:18 AM GMT - Time Source: server - Signature Appearance Selected: TYPE



Document emailed to capeters1@me.com for signature

2026-09-09 - 0:54:21 AM GMT



Email viewed by capeters1@me.com

2026-09-09 - 0:56:35 AM GMT



Signer capeters1@me.com entered name at signing as Cheryl Mayfield

2026-09-09 - 0:57:18 AM GMT



Document e-signed by Cheryl Mayfield (capeters1@me.com)

Signature Date: 2026-09-09 - 0:57:20 AM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW



Document emailed to Ali Colato (lildags@gmail.com) for signature

2026-09-09 - 0:57:22 AM GMT



Email viewed by Ali Colato (lildags@gmail.com)

2026-09-09 - 1:07:31 AM GMT



Document e-signed by Ali Colato (lildags@gmail.com)

Signature Date: 2026-09-09 - 1:09:41 AM GMT - Time Source: server - Signature Appearance Selected: TYPE



Document emailed to scolato86@gmail.com for signature

2026-09-09 - 1:09:43 AM GMT



Email viewed by scolato86@gmail.com

2026-09-09 - 1:11:58 AM GMT



Signer scolato86@gmail.com entered name at signing as Scott Colato

2026-09-09 - 1:14:08 AM GMT



Document e-signed by Scott Colato (scolato86@gmail.com)

Signature Date: 2026-09-09 - 1:14:10 AM GMT - Time Source: server - Signature Appearance Selected: TYPE



Agreement completed.

2026-09-09 - 1:14:10 AM GMT



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Verified Complaint (V.8)

Final Audit Report

2026-09-11

Created:	2026-09-11
By:	Alanis Daly (alanis@maxstovalllaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjaxEODvxGI4gOxNHnagysINAMG9Mkdu9

"Verified Complaint (V.8)" History

-  Document created by Alanis Daly (alanis@maxstovalllaw.com)
2026-09-11 - 6:46:22 PM GMT
-  Document emailed to Max Stovall (max@maxstovalllaw.com) for signature
2026-09-11 - 6:46:30 PM GMT
-  Email viewed by Max Stovall (max@maxstovalllaw.com)
2026-09-11 - 7:43:41 PM GMT
-  Document e-signed by Max Stovall (max@maxstovalllaw.com)
Signature Date: 2026-09-11 - 7:44:09 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-09-11 - 7:44:09 PM GMT