IN THE SUPEME COURT OF THE STATE OF NEVADA

JOHN DATTALA

Petitioner,

v.

THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF CLARK, THE HONORABLE ADRIANA ESCOBAR,

Respondents,

THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF CLARK, THE HONORABLE ADRIANA ESCOBAR,

Respondents,

EUSTACHIUS C. BURSEY and PRECISION ASSETS and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY

Real Parties in Interest

Supreme Court No:

District Court No: A-19-794335-C

Electronically Filed
Dec 20 2021 10:52 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPENDIX TO

JOHN DATTALA'S PETITION FOR WRIT OF MANDAMUS

VOLUME 2

Benjamin B. Childs, Esq.
Nevada Bar No. 39468
318 S. Maryland Parkway
Las Vegas, NV 89101
Telephone: 702-251-0000
Attorney for Petitioner

CHRONOLOGICAL INDEX TO PETITIONER'S APPENDIX

DOCUMENT	PAGE
VOLUME 2	
Precision Assets' Motion for Partial Summary Judgment filed August 23, 2021, with exhibits	251 - 699

Signatures

Grantor signed, sealed, and delivered this quit claim deed to Grantee on 4/5/19 (date).

Grantor (or authorized agent)

x/ [signature]

Print Name: John Dattala

NOTARY ACKNOWLEDGMENT

NEVADA
COUNTY OF CLARK

On April 5, 2019 before me, Bonita Spencer, personally appeared **JOHN DATTALA**, personally known to me or proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Commission Expires: 9-12-20

Bonita Spencer
Notary Public, Nevada

BONITA SPENCER
Notary Public, State of Nevada
No. 16-4808-1
My Appt. Exp. Sept. 12, 2020

herein:

Property Address: 50 SACRAMENTO DRIVE, LAS VEGAS, Nevada 89110

Legal Description: MEADOW HOMES UNIT # 1 PLAT BOOK 7 PAGE 5 LOT 28 BLOCK 2 ~~2GEOID: PT-SW4-SE4-SEC-31-20-62-~~

Vesting Information / Property Interest: Grantee receives the Property in fee simple as the sole owner.

[SIGNATURE PAGE FOLLOWS]

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 140-31-817-043
   b.
   c.
   d.
2. Type of Property:
   a. ☐ Vacant Land b. ☒ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes: _____

3 a. Total Value/Sales Price of Property $73,540.00
   b. Deed in Lieu of Foreclosure Only (value of property) ( )
   c. Transfer Tax Value: $73,540.00
   d. Real Property Transfer Tax Due $377.40

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section _____
   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity: representative

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)
Print Name: John Dattala
Address: 50 Sacramento Dr
City: Las Vegas
State: NV Zip: 89110

BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Eustachius C. Bursey
Address: 50 Sacramento Dr.
City: Las Vegas
State: NV Zip: 89110

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
Print Name: ~~Lighting Bug~~ Las Vegas Title Loans, LLC Escrow #
Address: 1980 Festival Plaza #300
City: Las Vegas State: NV Zip: 89135

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT “6”

EXHIBIT “6”

WFG National Title Insurance Company
a Williston Financial Group company

AFFIDAVIT OF GRANTOR

Escrow No.: 19-274856
Property: 50 Sacramento Drive, Las Vegas, NV 89110

The undersigned hereby declare(s) under Penalty of Perjury that the following statements are true and correct, and that this Affidavit made this 7 day of April, 2019.

1. The undersigned Affiant(s) hereby declare that, the undersigned are the Grantor(s) in that certain Deed recorded on 4/08/19, as/in 20190408-2603 in Official Records of Clark County, State of Nevada, a copy of which is attached hereto and made a part thereof.
2. That the attached Deed is a valid transfer of the ownership of the property to the Grantee named in that deed, and the undersigned does not claim any further ownership in or to the real property legally described therein.
3. That the undersigned agreed that the deed was to be recorded in the County Recorder's Office of Clark County, State of Nevada.
4. That the undersigned have given possession of the property to the Grantee and have not entered into any other agreement with the Grantee regarding the property.
5. That the undersigned make this Declaration for the benefit and protection of the Grantee, and Their Successors in Interest.
6. That the undersigned make this declaration for the purpose of inducing WFG National Title Insurance Company ("WFG") to issue policies of title insurance, knowing that WFG will be issuing such policies of title insurance in reliance upon the truth and accuracy of the statements in this declaration.

AFFIANT(S):

John Dattala
Print Name: John Dattala

N/A
Print Name: N/A

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 7th day of April, 2019 by John J. Dattala

Notary Public for NV
My Commission Expires: 7-18-22

KIM MUHAMMAD
Notary Public - State of Nevada
County of Clark
APPT. NO. 99-52700-1
My App. Expires July 18, 2022

EXHIBIT “7”

EXHIBIT “7”

DocuSign Envelope ID: 6FDF3FD9-8D61-4D4A-A6D8-75B3FFD3195F

Assignment of Contract/Interest and Controlled Business Disclosure and Hold Harmless

This Assignment of Contract ("Contract") is made 2019-04-09 BETWEEN the Assignor and the Assignee.

Property Address (Referred to as the "Property" herein):

50 Sacramento Drive Las Vegas NV 89110

APN: 14031817043

Assignor: HCO Residential, LLC

Assignee: Precision Assets LLC

Assignor's Assignment Fee: 20,000.00

Assignee's Earnest Deposit ("EMD"): 5,000.00

Total Purchase Price: 115,000.00

Cash or financing (Lender Name): Cash

WHEREAS the Assignor entered into that certain Purchase and Sale Agreement ("PSA") attached as Exhibit A dated 2019-04-01 for the purchase of property located at the address above outlined under the "Property".

WHEREAS, the Assignor desires to assign, transfer, sell, and convey to Assignee all of Assignor's right, title and interest in, to and under said PSA; and

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title, and interest in, to and under said PSA for an Acquisition Fee outlined above under Acquisition Fee plus any future reduction in contract price and

WHEREAS, The Assignor hereby convenants, warrants and represents that the PSA is in full force and effect and neither the Assignor nor the Seller are in default of any obligations under the PSA

Title Company: Jenine Santos - WFG National Title Company (Vegas) ✓ 702-789-7196, jenine.santos@wfgnationaltitle.com, 7450 Arroyo Crossing Pkwy #270, Las Vegas, NV 89113, USA

Earnest Money Deposit ("EMD") from the Assignee to be verified as received by the Title Company by 10AM on the first business day following acceptance of this contract via wire or certified funds. EMD is non-refundable to the Assignee for any reason other than the seller's inability to perform on all terms of the original contract, including providing clear and marketable title. The Assignee will be responsible for any inspections, due diligence, and all closing costs for both the buyer and the seller.

The Assignee will be responsible for any inspections, due diligence, and all closing costs for both the buyer and the seller. The Assignment fee is to be paid to the Assignor directly from Title. Title is instructed to reimburse the Assignor their original EMD per the PSA in amount of $ 500.00.

This assignment agreement is not freely assignable by the Assignee, and any desire to assign this agreement requires expressed written permission from the assignor. Assignee also agrees to provide all requested documentation to title & sign all closing documents no less than 3 days prior to Close of Escrow to ensure an on-time closing. The Assignee agrees to deposit closing funds no later than 1 day prior to Close of Escrow.

The Assignee hereby assumes all of the Assignor's duties and obligations under said PSA. This Contract shall be binding upon Assignor and shall inure to the benefit of the Assignee. Failure to comply with the dates specified on this contract and on the Purchase Contract, due to reasons within the assignee's control, is a material breach of this contract and the Assignee's earnest money deposit shall be subject to forfeiture. Any additional addenda to the purchase contract between the seller and the assignor will be signed by the assignee to confirm receipt and agreement to the additional terms. This assignment agreement applies to all terms of the contract and all terms of the addenda that is signed by the parties.

If required, due to the inability to substitute buyer from Assignor to Assignee, Assignor agrees to add Assignee as an additional buyer in escrow and then shall sign a Grant Deed at Close of Escrow granting all its rights to the Property. Said Grant Deed shall be drafted and recorded by the Title Company.

The assignment is made with no warranties, guarantees, or claims to condition of property, size, title, or present or future value of property. It is the Assignee's responsibility to perform their own due diligence before closing. This assignment shall survive the closing. The undersigned Assignee acting personally and/or for their company and/or affiliates hereby agrees to defend, indemnify, and hold harmless Mulberry Group LLC, and any parent or affiliate and all shareholders, employees, officers and directors from and against any and all claims, demands, suits, actions, damages, judgments, cost, charges and expenses including, without limitation, court cost and attorney's fees, of any nature whatsoever that any such assignee and/or their affiliate, representative or company may suffer, sustain or incur resulting from, arising out of or in any way connected with any action taken by, or inaction on the part of any assignee or their affiliate, representative or organization in connection with this transaction.

This agreement may be extended for a period of up to 60 days if necessary to finalize legal or title documents required to convey title. Only email notice from the Assignor to the Assignee is required to document this extension.

The undersigned agrees that they have the full authority to execute this document personally & for any organization they represent. By signing, you agree that you have read, understand & have the full power and authority to enter into this legal agreement. If you do not understand this document please seek legal counsel prior to signing. The undersigned agrees to all terms of this contract, and acknowledges receipt of a copy of this document.

Additional Terms:

Assignor: DocuSigned by: Jared Vidales 121AA8567282486	**Assignee:** DocuSigned by: Avi Segal 35CDB78CFC054A5
Jared Vidales	Avi Segal
Name:	Name:
Date: Apr 9, 2019	Date: Apr 9, 2019

EXHIBIT “8”

EXHIBIT “8”

Receipt For Check (Personal)

WFG National Title Insurance Company

12909 SW 68th Parkway, Ste 350

Portland, OR 97223

Wells Fargo Bank, N.A., ABA: 121000248, Account: 4782323182

Receipt Number:	4205
File Number:	19-274856
Property Address:	50 Sacramento Drive, Las Vegas, NV 89110
Printed Date:	4/10/2019 11:23:18 AM
Received Date:	04/10/2019
Received By:	Jenine Santos
Amount:	$5,000.00
Payor:	Precision Assets, LLC
Bank:	
Account Number:	
Routing Number:	

Memo:

Note:

Description	Amount
Deposit or Earnest Money	$5,000.00
	$5,000.00

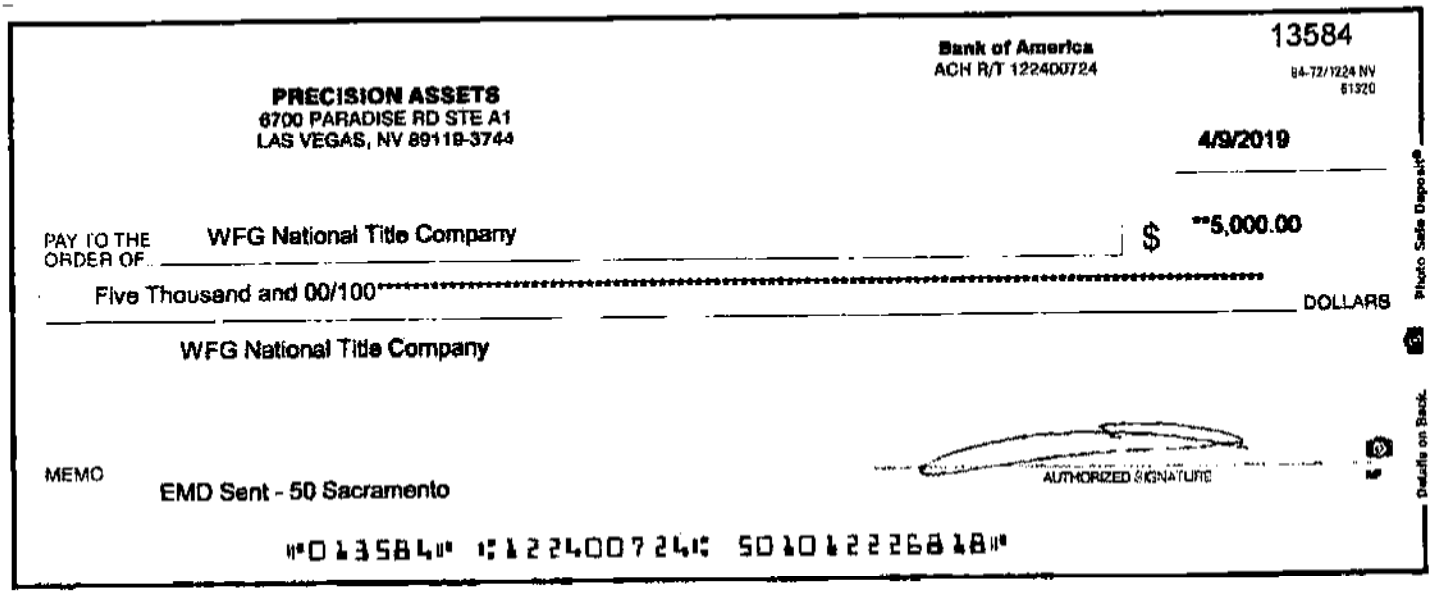
Received By Jenine Santos Date

WFG National Title Insurance Company
a Williston Financial Group company

RECEIPT FOR FUNDS

WFG National Title Insurance Company
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113

File No.:	19-274856
Property Address:	50 Sacramento Drive, Las Vegas, NV 89110
Received Date:	4/10/2019
Received by:	Jenine Santos
Payor:	Precision Assets, LLC
Amount:	**$5,000.00**



PRECISION ASSETS
6700 PARADISE RD STE A1
LAS VEGAS, NV 89119-3744

Bank of America
ACH R/T 122400724

13584
84-72/1224 NV
51320

4/9/2019

PAY TO THE ORDER OF WFG National Title Company $ **5,000.00

Five Thousand and 00/100********** DOLLARS

WFG National Title Company

MEMO EMD Sent - 50 Sacramento

AUTHORIZED SIGNATURE

Photo Safe Deposit®

Details on Back.

⑈013584⑈ ⑆122400724⑆ 501012226848⑈

Receipt-Earnest Money

EXHIBIT “9”

EXHIBIT “9”

WFG National Title Insurance Company
a Williston Financial Group company

ESCROW INSTRUCTIONS - SALE

Escrow No.:	18-274858
Seller:	Eustachius Bursey
Buyer:	Precision Assets, LLC
Property Address:	50 Sacramento Drive, Las Vegas, NV 89110
Escrow Officer:	Janine Santos

To: WFG National Title Insurance Company, ("Escrow Agent")

The undersigned, Eustachius Bursey ("Seller"), and Precision Assets, LLC ("Buyer"), (collectively "the Parties") hereby authorize, and instruct Escrow Agent as follows:

1. Buyer and Seller have entered into that certain Residential Purchase Agreement and Joint Escrow Instruction dated , together with any amendments/supplements thereto (collectively "Agreement"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and is made a part hereof. Pursuant to the Agreement, the parties have agreed that Seller shall sell and convey and Buyer shall purchase that certain real property as described in the Agreement .

2. Buyer and Seller have established the above referenced escrow with Escrow Agent to receive and transfer the various documents and funds to be exchanged pursuant to the Agreement and to cause the assurance of title to be obtained pursuant to the Agreement.

3. These escrow instructions are not intended to modify or amend the Agreement between Buyer and Seller unless such modification and/or amendment is/are specifically set forth herein.

4. Escrow Agent is hereby authorized and directed to examine the Agreement and is empowered to perform such acts as set forth therein only to the extent that such terms and conditions are within the control of Escrow Agent. The delivery of funds to Escrow Agent and the recording of the instruments deposited with Escrow Agent shall signify that all of the terms and conditions in the Agreement have been complied with or waived to the satisfaction of both Buyer and Seller.

5. Escrow Agent is hereby released from any and all liability and/or responsibility of any condition, agreement or provision in the Agreement not within the control of escrow or that shall survive the close of escrow.

6. Escrow Agent is released from any liability and/or responsibility for any payment to the County Tax Collector which results in duplicate payment of real property taxes. Any duplicate payments shall be handled solely between Buyer and Seller outside of escrow.

7. Escrow Agent is authorized and instructed to compute and insert appropriates dates and amounts on new encumbrances and promissory notes created herein, if applicable. All documents shall be on forms customarily used by Escrow Agent.

8. Seller and Buyer fully understand and agree to the GENERAL PROVISIONS, which are attached hereto and by this reference made a part hereof as Exhibit "B".

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-8292

9. Additional Terms and Conditions:

Seller: **Date:** _____

Eustachius Bursey

Buyer: **Date:** _____

Precision Assets, LLC

By: _____ Date: 4/12/19

7450 Arroyo Crossing Parkway Suite 270, Las Vegas, NV 89113
(702) 777-8282

Escrow Agent shall have no responsibility in connection with the investigating or guaranteeing the status of any garbage rental charge power water telephone, gas and/or other utility or use bill, except as otherwise specifically required herein.

Installments maturing on existing encumbrances if any, during the period of this escrow, shall be paid by the SELLER.

Escrow Agent will make prorations on the basis of a 30-day month. The closing date shall be when all conditions for close of escrow have been satisfied. Escrow Agent may execute on behalf of the Parties hereto, form assignments of interest, if any, insurance policies (other than title insurance) presented herein and forward them upon close of escrow to the agent and/or company insuring with the required first, that insurer consent to such transfer or attach loss payable clause or make such other additions or corrections as may have been specifically required herein, and second, that the agent thereafter return such policies to Escrow Agent for delivery to such Party as may be entitled thereto.

If, under these instructions, a commission is to be paid to any third party, then, notwithstanding any conflicting provisions herein contained, the party obligated to pay this commission shall not acquiesce in any mutual cancellation of these instructions without having first delivered written consent of the party entitled to the commission to the Escrow Agent.

Escrow Agent shall have no liability in connection with any personal property which is the subject of this escrow.

Escrow Agent will file the necessary Deeds, Trust Deeds and other instruments and then pay any encumbrance found against said property, except as set forth herein.

The undersigned agree to pay all charges, billings, advances and expenses, including cancellation fees that are properly chargeable to the undersigned and further, to pay any balance for fees, costs or shortages due in connection with these instructions.

The undersigned acknowledge that Escrow Agent is not licensed to practice law and that Escrow Agent's duties and obligations under this Agreement are limited to those of an escrow holder. The undersigned have not been referred to any named attorney(s) or discouraged from seeking the advice of an attorney but have been requested to seek legal counsel of their own choosing, at their own expense, if they have any doubts or questions concerning any aspect of this transaction.

The undersigned grant Escrow a Limited Power of Attorney to correct and initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by any of the Parties. In the event Escrow exercises this Limited power of Attorney, a copy of the document(s) corrected and/or initialed will be sent to the affected Party.

This agreement in all its parts applies to, insures to the benefit of, and binds all Parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

These instructions may be executed in any number of counterparts each of which shall be considered as an original effective as such.

Escrow Agent is authorized to complete all necessary actions set forth herein upon receipt of an electronic copy (fax or email) of these signed instructions without receipt of original.

Seller: **Date:** _____

_____

Eustachius Bursey

Buyer: **Date:** _____

Precision Assets, LLC

By _____ Date 4/12/19

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-8292

PRECISION0005
Dattala Writ
Petitioner's Appendix
Page 266 of 1392

WFG National Title Insurance Company
a Williams Financial Group company

April 11, 2019

Escrow Officer: Jenine Santos
Escrow No.: 19-274856
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110

AMENDMENT TO ESCROW INSTRUCTIONS

BUYER ASSIGNMENT OF BENEFICIAL INTEREST

Previous instructions in the above numbered escrow are hereby modified and/or supplemented in the following particulars only:

Seller herein acknowledges and agrees buyer's interest has been assigned to Precision Assets, LLC as new buyer to this transaction.

By signing below, the undersigned Buyers acknowledge they have read and agree to all of the terms and conditions of the original purchase contract dated 04/01/19

This Assignment may be executed in any number of counterparts, each of which shall be considered as an original and effective as such.

All parties acknowledge buyer will pay HCO Residential, LLC an assignment fee at the close of escrow.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

EACH OF THE UNDERSIGNED STATES THAT EACH HAS READ THE FOREGOING INSTRUCTIONS UNDERSTANDS THEM AND ACKNOWLEDGES RECEIPT OF A COPY OF THESE INSTRUCTIONS.

Seller: **Date:** _____

_____
Eustachius Bursey

Buyer: **Date:** _____

Precision Assets, LLC

By: _____ Date: 4/12/2019

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-6292

EXHIBIT “10”

EXHIBIT “10”

WFG National Title Insurance Company
a Williston Financial Group company

THIS AFFIDAVIT WHEN COMPLETED IS TO BE SIGNED AND NOTARIZED. BEFORE RETURNING, BE SURE TO COMPLETE ALL THE REQUIRED INFORMATION TO ENABLE THIS COMPANY TO PROPERLY PROCESS THE TRANSACTION PRESENTLY PENDING.

AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST

Each for Himself and/or Herself, declare: That to my/our personal knowledge there are NO encumbrances in the form of a Mortgage or Deed of Trust against the property in this transaction.

That this declaration is made for the protection of all parties to this transaction, and particularly for the benefit of **WFG National Title Insurance Company**, which is about to insure the title to said property in reliance thereon, and any other title company which may hereafter insure the title to said property.

That I/We will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of particular facts hereinabove set forth.

TITLE ORDER: 19-274856

PROPERTY ADDRESS: 50 Sacramento Drive, Las Vegas, NV 89110

SELLER(S):

E. C. B.
Eustachius Bursey

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 12th day of April, 2019 by Eustachius Bursey.

Notary Public for Nevada
My Commission Expires: 6/26/21

JENINE A. SANTOS
Notary Public-State of Nevada
APPT. NO. 10-1946-1
My Appt. Expires 06-26-2021

EXHIBIT “11”

EXHIBIT “11”

WFG National Title Insurance Company
a Williston Financial Group company

OWNER'S AFFIDAVIT

Escrow No.: 19-274856
Buyer: Precision Assets, LLC
Seller: Eustachius Bursey
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110
Escrow Officer: Jenine Santos

The undersigned, first being duly sworn, deposes and says:

1. That they are the owner of that certain property commonly known as 50 Sacramento Drive, Las Vegas, NV 89110 located in Clark County, Nevada, more fully described in the Preliminary Title Report No. 19-274856

   That the land is lawfully improved by a:
   - [X] Single Family Residence
   - [ ] A one-to-four-family residence
   - [ ] Apartment building
   - [ ] Office building
   - [ ] Commercial building
   - [ ] Combination office and commercial building
   - [ ] Industrial building
   - [ ] _____

2. That there have been no repairs, work of improvement or materials furnished to the premises in within the last ninety (90) days, except: NONE

   That the work of improvement or repairs, if any;
   - [ ] Started on N/A
   - [ ] Was completed on _____
   - [ ] Will be completed on _____

3. There are no unpaid bills for labor and/or material due to improvements and/or repairs made to the above premises, for homeowners associations dues, or for taxes, assessments, SIDs, or LIDs, EXCEPT: NONE

4. That no one has access to or is in possession of the premises other than:
   - [X] The undersigned
   - [ ] Tenants leased only on month-to-month rental agreements
   - [ ] Lessees, based upon existing leases, copies of which are attached hereto *(Please **attach copies**)*
   - [ ] _____

5. That no person other than those mentioned above have any rights, easements, licenses, or agreements allowing them to use, encroach upon, or travel over said real property, except: (enter names of persons or "none"): NONE

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-8292

6. That to our knowledge there are no existing violations of city or county ordinances regulating the use of this land, nor any existing disputes with adjoining owners, their tenants or a homeowners association over the boundaries or use of this land, except NONE.

7 That this Affidavit is given for the purpose of inducing and/or its underwriters to issue its policy(s) of title insurance which may provide coverage as to the items mentioned herein and that the statements made herein are true and correct to the best of my/our knowledge.

8. That the undersigned has not received any notice of a supplemental tax bill, except: NONE

9. That said affiants further certify and declare that they will testify or depose before any competent tribunal, officer, or person in any case now pending or hereafter instituted to the truth of the foregoing statements and each of them.

The undersigned hereby certifies that there are no existing or pending liens and/or encumbrances not already shown on Preliminary Report that is the subject of this escrow, and that any pending liens not shown on said report have been disclosed in writing to WFG National Title Insurance Company.

Dated: 04/12/19

E C B
Eustachius Bursey

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me this 12th day of April, 2019 by Eustachius Bursey

Notary Public for Nevada
My Commission Expires: 6/26/21

JENINE A. SANTOS
Notary Public-State of Nevada
APPT. NO. 10-1946-1
My Appt. Expires 06-26-2021

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-8292

EXHIBIT “12”

EXHIBIT “12”

Incoming Wire Detail

File:	19-274856	System ID:	4628216
Date:	04/15/2019	Imported Date:	04/15/2019 3:15 AM
User:	Jenine Santos		
Transactee:	Precision Assets, LLC		
Amount:	$106,675.61		
Confirmation #:	0415B6B7HU3R003923		
Receiving Bank:	Wells Fargo Bank, N.A. San Francisco, CA		
Receiving ABA:	121000248		
Receiving Account:	4782323182		
For Credit Of:			
Memo:			
Note:			
Sending Bank:	BANK OF AMERICA,N.A. 222 BROADWAYNEW YORK,US 10038 ACRY DEVELOPMENT LLC 10001 W OAKLAND PARK BLVD STE 202 SUNRISE, FL, 33351, US		
Broker/Lender Info:			
Borrower Info:			
Additional Info:	TIMESTAMP: 190415043532 (Time Released) Unknown: 026009593 BANK OF AMERICA, NEW YORK, NY 100, 33RD STREET WEST NEW YORK NY 10001 BANK OF AMERICA, NEW YORK, NY 100, 33RD STREET WEST 2019041500195845 RFB: 260624054 OPI: 898085171182 /FTR/		
Beneficiary:	4782323182 WFG NATIONAL TITLE INSURANCE COMPAN7450 ARROYO CROSSING PARKWAY, SUIT LAS VEGAS, NV, 89113, US		
Payment Ref #:	190415022653		

Receipt For Wire

WFG National Title Insurance Company

12909 SW 68th Parkway, Ste 350

Portland, OR 97223

Wells Fargo Bank, N.A., ABA: 121000248, Account: 4782323182

Receipt Number:	18101
File Number:	19-274856
Property Address:	50 Sacramento Drive, Las Vegas, NV 89110
Printed Date:	4/15/2019 11:21:02 AM
Received Date:	04/15/2019
Received By:	Jenine Santos
Amount:	$106,675.61
Payor:	Precision Assets, LLC
Bank:	
Account Number:	
Routing Number:	
Memo:	
Note:	

Description	Amount
Funds to Close from Precision Assets, LLC	$106,675.61
	$106,675.61

Received By Jenine Santos Date

EXHIBIT “13”

EXHIBIT “13”

Inst #: 20190415-0002085
Fees: $40.00
RPTT: $484.50 Ex #:
04/15/2019 12:08:05 PM
Receipt #: 3683836
Requestor:
WFG NATIONAL TITLE COMPAN
Recorded By: GYOUNG Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN#: 140-31-817-043
Escrow No. 19-274856

MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:
Precision Assets, LLC
6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

GRANT, BARGAIN, SALE DEED

R.P.T.T. $484.50

THIS INDENTURE WITNESSETH: That

Eustachius C. Bursey, an unmarried individual

for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to

Precision Assets, LLC, a Nevada Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO:
1. Taxes for the fiscal year 2018/19.
2. Rights of way, reservations restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

WITNESS my hand this 12th day of April, 2019

E. C. Bu
Eustachius Bursey
C.
Eustachius C Bursey

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 12th day of April, 2019 by Eustachius Bursey.
C

Notary Public for Nevada
My Commission Expires 4/30/21

JENINE A. SANTOS
Notary Public-State of Nevada
APPT NO. 10-1946-1
My Appt. Expires 06-26-2021

EXHIBIT "A"
LEGAL DESCRIPTION

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

APN: 140-31-817-043

EXHIBIT “14”

EXHIBIT “14”

WFG National Title Insurance Company
a Williston Financial Group company

330 S Rampart Blvd, Suite 350
Las Vegas, NV 89145
Phone (702) 728-5295

Precision Assets, LLC, a Nevada Limited Liability Company
6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

File No.: 19-274856
Property: 50 Sacramento Drive
Las Vegas, NV 89110

Please find enclosed your Policy of Title Insurance with regard to the above referenced matter.

Please keep your Policy of Title Insurance in a safe place.

If you have any questions regarding the policy, please do not hesitate to contact the office noted above.

WFG National Title Insurance Company
a Williston Financial Group company

ALTA 6-17-06 OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A

Name and Address of Title Insurance Company: **WFG National Title Insurance Company**
12909 SW 68th Parkway, Suite 350, Portland, OR 97223

File No.: **19-274856**
Policy No.: **31554004071538**
Amount of Insurance: **$95,000.00**
Premium: **$485.00**
Address Reference: **50 Sacramento Drive, Las Vegas, NV 89110**
Date of Policy **April 15, 2019 12:08PM**

1. Name of Insured:
   Precision Assets, LLC, a Nevada Limited Liability company
2. The estate or interest in the Land that is insured by this policy is:
   Fee Simple
3. Title is vested in:
   Precision Assets, LLC, a Nevada Limited Liability company
4. The Land referred to in this policy is described as follows:
   See Exhibit "A" attached hereto and made a part hereof

WFG National Title Insurance Company

Authorized Signature

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EXHIBIT "A"
LEGAL DESCRIPTION

All that certain real property in the County of Clark, State of Nevada, described as follows:

Lot Twenty-eight (28) In Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

Tax Account No(s): 140-31-817-043

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ALTA 6-17-06 OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

File No.: **19-274856**

Policy No: **3155400407153831554004071538**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

GENERAL EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuane thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.

6. Any lien, or right to a lien, for services, labor, material or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

7. Water rights, claims or title to water, whether or not the matters excepted are shown by the public records

8. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded April 27, 1914, as Book 3, Page 6413, of Official Records.

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9. Taxes and charges, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:

Tax Year:	2019
Tax Type:	County
Tax ID No.:	140-31-817-043
Taxing Entity:	Clark County Treasurer
Total Annual Tax:	$463.43
First Installment:	$117.66
First Installment Status:	Paid
First Installment Due/Paid Date:	August 20, 2018
First Installment Delinquent Date:	August 30, 2018
Second Installment:	$115.85
Second Installment Status:	Paid
Second Installment Due/Paid Date:	October 1, 2018
Second Installment Delinquent Date:	October 11, 2018
Third Installment:	$115.85
Third Installment Status:	Paid
Third Installment Due/Paid Date:	January 7, 2019
Third Installment Delinquent Date:	January 17, 2019
Fourth Installment:	$115.85
Fourth Installment Status:	Paid
Fourth Installment Due/Paid Date:	March 4, 2019
Fourth Installment Delinquent Date:	March 14, 2019
Notes:	View Taxes

10. Any possible delinquent or outstanding municipal city liens or assessments for contract service provided to said land by reason of being located within the incorporated boundaries of Las Vegas, Nevada, which is subjects the same to its city charter and mandatory rules and regulations.

11. The herein described property lies within the boundaries of the Clark County Sanitation District, and is subject to any and all fees that may be due it.

12. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the Nevada Revised Statutes.

END OF SCHEDULE B

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WFG National Title Insurance Company
a Williston Financial Group company

OWNER'S POLICY OF TITLE INSURANCE
Issued by
WFG NATIONAL TITLE INSURANCE COMPANY
POLICY NUMBER: 31554004071538

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WFG NATIONAL TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetence, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A

Issued by:
WFG National Title Insurance Company

Authorized Countersignature

WFG NATIONAL TITLE INSURANCE COMPANY

By
President

ATTEST:
Secretary

1974

ALTA Owner's Policy
Revised 06-17-06

Form No. 3156400

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3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

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EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity

(d) "Insured": The Insured named in Schedule A.

(i) the term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured, (2) if the grantee wholly owns the named Insured, (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured

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Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

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(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or

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conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 12909 SW 68th Pkwy., Suite 350, Portland, OR 97223, Attention: Claims Department. WFG National Title Insurance Company's telephone number is (800) 334-8885. Email address: claims@wfgnationaltitle.com.

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EXHIBIT “15”

EXHIBIT “15”

Inst #: 20190418-0000558
Fees: $40.00
04/18/2019 09:08:49 AM
Receipt #: 3687150
Requestor:
MKFI PRECISION
Recorded By: WIHD Pgs: 12
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

RECORDING COVER PAGE

Must be typed or printed clearly in black ink only.

APN# 140-31-817-043
11 digit Assessor's Parcel Number may be obtained at:
http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx

TITLE OF DOCUMENT (DO NOT Abbreviate)

DEED OF TRUST

Title of the Document on cover page must be EXACTLY as it appears on the first page of the document to be recorded.

Recording requested by:

PRECISION ASSETS

Return to:

Name PRECISION ASSETS

Address 6700 PARADISE RD UNIT A-1

City/State/Zip LAS VEGAS, NV 89119

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of $1.00 will apply.

To print this document properly—do not use page scaling.

P:\Recorder\Forms 12_2010

FIRST DEED OF TRUST

This First Deed of Trust ("Deed of Trust" or "Agreement") is made this 12th day of April 2019, by and between Precision Assets a Nevada Corporation ("Trustor/Grantor") and ACRY Development, LLC, a Florida limited liability company or its assigns ("Beneficiary"), with Ticor Title of Clark County, Nevada, as trustee ("Trustee").

Trustor/Grantor, in consideration set forth below, irrevocably grants, bargains, sells, assigns, and conveys to Trustee, it successors and assigns, for the benefit of the Beneficiary, in trust, with power of sale, the property located at 50 Sacramento Drive, Las Vegas, NV 89110 APN #: 140-31-817-043 in Clark County described as follows:

See Exhibit A for Legal Description

together, with all non-tenant improvements, fixtures, furnishings. tenements, hereditaments, and appurtenances now or later belonging or in any way appertaining (the "Property") to have and to hold the same, with the appurtenances, to Trustee for the purpose of securing payment and performance of each agreement of Trustor/Grantor, including without limitation that certain Promissory Note made on or about the date hereof by Trustor for the benefit of Beneficiary ("Note") in the original principal amount of One Hundred and Forty-Nine Thousand, Six Hundred and Seventy-Five Dollars and Sixty-One Cents ($149,675.61) which amount has already been advanced (said amount, including any and all interest thereon, and all other amounts that may become due or payable under the Note, the "Indebtedness") by Beneficiary and is acknowledged by Trustor/Grantor.

Trustor/Grantor covenants and agrees as follows:

SECTION ONE. PAYMENT OF INDEBTEDNESS

Trustor/Grantor shall pay the Indebtedness as and when set forth in the Note, and in any event at the time of sale of the Property.

Beneficiary agrees, except as set forth herein, to look solely to the real property secured by this First Deed of Trust for repayment of the Note secured by this First Deed of Trust and that no other assets of the Borrower or any Affiliate shall be subject to levy, execution or other enforcement procedure for the satisfaction of the repayment or any other remedies provided herein for repayment of the Note. As such, the indebtedness secured by this First Deed of Trust shall be nonrecourse. Further, the Parties agree that Beneficiary is statutorily provided deficiency rights under Nevada law, and thus to the fullest extent that any such recourse or deficiency rights are provided under Nevada law, including without limitation, NRS 40.455, Beneficiary expressly waives such recourse and/or deficiency rights.

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SECTION TWO. OWNERSHIP OF PROPERTY

Trustor/Grantor is lawfully seised of the Property and, except as otherwise stated, the Property is free from any encumbrances. Trustor/Grantor warrants the usual covenants to the same extent as a statutory warranty deed under the laws of Nevada, and all covenants made in this Deed of Trust, and Trustor/Grantor will defend against any breach of any such covenant. The lien of this Deed of Trust, is and will continue to be a valid first lien upon all of the Property.

SECTION THREE. CONTINUED EFFECTIVENESS

The provisions of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the Indebtedness or any part of it.

SECTION FOUR. NRS 107.030 COVENANTS

The following covenants, agreements, obligations, rights and remedies are hereby incorporated:

1. COVENANT NO. 1. **Taxes & Assessments.** That Trustor/Grantor agrees to pay and discharge at maturity all taxes and assessments and all other charges and encumbrances which now are or shall hereafter be, or appear to be, a lien upon the trust Property, or any part thereof; and that he will pay all interest or installments due on any prior encumbrance, and that in default thereof, Beneficiary may, without demand or notice, pay the same, and Beneficiary shall be sole judge of the legality or validity of such taxes, assessments, charges or encumbrances, and the amount necessary to be paid in satisfaction or discharge thereof.

2. COVENANT NO. 2. **Insurance.** That the Trustor/Grantor will at all times keep the buildings and improvements which are now or shall hereafter be erected upon the Property insured against loss or damage by fire, to the amount of at least $150,000.00, or its then fair market value, whichever is greater, by an insurance company or companies that hold a AA rating or better, the policies for which insurance name Beneficiary as an additional insured, and all proceeds from which shall be made payable, in case of loss, to Beneficiary. The policy or policies in effect for the Property per this Section shall be delivered to and held by the Beneficiary as further security per this Agreement and under the Indebtedness. If Borrower should default under this Section, Beneficiary may procure such insurance at Trustor/Grantor's sole expenses, not exceeding the amount aforesaid, to be effected either upon the interest of Trustee or upon the interest of Trustor/Grantor, or his assigns, and in their names, loss, if any, being made payable to Beneficiary, and may pay and expend for premiums for such insurance such sums of money as the Beneficiary may deem necessary, and shall charge Trustor/Grantor actual expenses for the policy or policies procured, plus a ten percent administrative handling charge.

Beneficiary, may apply the insurance proceeds, or any part of them, at its option, either to the reduction of the Indebtedness secured by this Deed of Trust or to the restoration or repair of the property damaged. In the event of a conveyance to Beneficiary, or other transfer of title to the Property in extinguishment of the Indebtedness secured by this Deed of Trust, all right, title, and interest of Trustor/Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

3. COVENANT NO. 3. **Right of Beneficiary to Appear.** That if, during the existence of the trust, there be commenced or pending any suit or action affecting the conveyed Property, or any part thereof, or the title thereto, or if any adverse claim for or against the Property, or any part thereof, be made or asserted, the Trustee or Beneficiary may appear or intervene in the suit or action and retain counsel therein and defend same, or otherwise take such action therein as they may be advised, and may settle or compromise same or the adverse claim; and in that behalf and for any of the purposes may pay and expend such sums of money as the trustee or Beneficiary may deem to be necessary. Trustor/Grantor shall pay all costs and expenses, including the costs of evidence of title and reasonable attorney's fees, in any such action or proceeding in which Beneficiary may appear.

4. COVENANT NO. 4. **Reimbursement of Costs.** That the Trustor/Grantor will pay to Trustee and to Beneficiary respectively, on demand, the amounts of all sums of money which they shall respectively pay or expend pursuant to the provisions of the implied covenants of this section, or any of them, together with interest upon each of the amounts, until paid, from the time of payment thereof, at the rate of Eight (8%) percent per annum.

5. COVENANT NO. 5. **Reconveyance.** That in case Trustor/Grantor shall well and truly perform the obligation or pay or cause to be paid the Indebtedness upon sale of the Property, and all monies agreed to be paid by it for the security of which the transfer is made, and also the reasonable expenses of the trust in this section specified, then the trustee, its successors or assigns, shall reconvey to the Trustor/Grantor all the estate in the Property conveyed to the trustee by the Trustor/Grantor. Any part of the trust property may be reconveyed at the request of the Beneficiary.

6. COVENANT NO. 6. **Default.** That if default be made in the performance of the obligation, or in the payment of the Indebtedness, or interest thereon, or any part thereof, or in the payment of any of the other moneys agreed to be paid, or of any interest thereon, or if any of the conditions or covenants in this Agreement adopted by reference be violated, and if the notice of breach and election to sell, required by this chapter, be first recorded, then Trustee, its successors or assigns, on demand by Beneficiary, or assigns, shall sell the above-granted Property, or such part thereof as in its discretion it shall find necessary to sell, in order to accomplish the objects of these trusts, in the manner following, namely:

The Trustees shall first give notice of the time and place of such sale, in the manner provided in NRS 107.080 and may postpone such sale not more than three times by proclamation made to the persons assembled at the time and place previously appointed and advertised for such sale, and on the day of sale so advertised, or to which such sale may have been postponed, the trustee may sell the property so advertised, or any portion thereof, at public auction, at the time and place specified in the notice, at a public location in the county in which the property, or any part thereof, to be sold, is situated, to the highest cash bidder. The Beneficiary, obligee, creditor, or the holder or holders of the Indebtedness may bid and purchase at such sale. The Beneficiary may, after recording the notice of breach and election, waive or withdraw the same or any proceedings thereunder, and shall thereupon be restored to his former position and have and enjoy the same rights as though such notice had not been recorded.

7. COVENANT NO. 7. **Foreclosure Costs.** That the Trustee, upon such sale, shall make (without warranty), execute and, after due payment made, deliver to purchaser or purchasers, his or their heirs or assigns, a deed or deeds of the Property so sold which shall convey to the purchaser all the title of the Trustor/Grantor in the trust Property, and shall apply the proceeds of the sale thereof in payment, firstly, of the expenses of such sale, together with the reasonable expenses of the trust, including counsel fees, as actually incurred in an amount up to Fifty (50%) percent of the amount secured thereby and remaining unpaid, which shall become due upon any default made by Trustor/Grantor in any of the payments aforesaid; and also such sums, if any, as Trustee or Beneficiary shall have paid, for procuring a search of the title to the Property, or any part thereof, subsequent to the execution of the deed of trust; and in payment, secondly, of the obligation or debts secured, and interest thereon then remaining unpaid, and the amount of all other moneys with interest thereon herein agreed or provided to be paid by Trustor/Grantor; and the balance or surplus of such proceeds of sale it shall pay to Trustor/Grantor, his heirs, executors, administrators or assigns.

8. COVENANT NO. 8. **Foreclosure Sale.** That in the event of a sale of the Property conveyed or transferred in trust, or any part thereof, and the execution of a deed or deeds therefore under such trust, the recital therein of default, and of recording notice of breach and election of sale, and of the elapsing of the 3-month period, and of the giving of notice of sale, and of a demand by Beneficiary, his heirs or assigns, that such sale should be made, shall be conclusive proof of such default, recording, election, elapsing of time, and of the due giving of such notice, and that the sale was regularly and validly made on due and proper demand by Beneficiary, his heirs and assigns; and any such deed or deeds with such recitals therein shall be effectual and conclusive against Trustor/Grantor, his heirs and assigns, and all other persons; and the receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid shall be sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase money, according to the trusts aforesaid.

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9. COVENANT NO. 9. **Successor Trustee; Multiple Trustees.** That the Beneficiary or his assigns may, from time to time, appoint another trustee, or trustees, to execute the trust created by the deed of trust or other conveyance in trust. A copy of a resolution of the board of directors of Beneficiary (if Beneficiary be a corporation), certified by the secretary thereof, under its corporate seal, or an instrument executed and acknowledged by the Beneficiary (if the Beneficiary be a natural person), shall be conclusive proof of the proper appointment of such substituted trustee. Upon the recording of such certified copy or executed and acknowledged instrument, the new trustee or trustees shall be vested with all the title, interest, powers, duties and trusts in the Property vested in or conferred upon the original trustee. If there be more than one trustee, either may act alone and execute the trusts upon the request of the Beneficiary, and all his acts thereunder shall be deemed to be the acts of all trustees, and the recital in any conveyance executed by such sole trustee of such request shall be conclusive evidence thereof, and of the authority of such sole trustee to act.

SECTION FIVE. WASTE; REPAIR OR REMOVAL OF STRUCTURES

Trustor/Grantor shall not commit waste or authorize the repair, alteration or the removal of any structures on the Property, and shall not do or permit any act that may lawfully result in the creation of a lien or claim on the Property or the improvements of equal or prior rank to the claim of this Deed of Trust without prior written consent of Beneficiary; but shall maintain the Property in good condition, reasonable wear and tear excepted. On any failure to so maintain, Beneficiary, at its option, may cause reasonable maintenance and/or repair work to be performed at Trustor/Grantor's cost.

SECTION SIX. BENEFICIARY PAYMENT IN EVENT OF DEFAULT

If Trustor/Grantor defaults in any of the covenants or agreements contained in this Deed of Trust, or in the Indebtedness secured by it, then Beneficiary, at its option, may perform the same. All expenditures made by Beneficiary in so doing shall draw interest at the per annum rate of eight percent (8%), compounded annually, and shall be repayable by Trustor/Grantor to Beneficiary, and, together with interest and costs accruing, shall be secured by this Deed of Trust.

SECTION SEVEN. SUPPLEMENTAL NOTES

On Beneficiary's request, Trustor/Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by Beneficiary for the alteration, modernization, improvement, maintenance, or repair of such Property, for taxes or assessments against the same, and for any other purpose authorized under this Deed of Trust. This Deed of Trust shall secure the note or notes with equal priority and as fully as if the advance evidenced by the same were included in the Indebtedness first described above. The supplemental note or notes shall bear interest at Eight Percent (8%) and shall be payable in approximately equal monthly payments for such period as may be agreed on by Trustor/Grantor and Beneficiary. On the failure to agree on the maturity,

the whole of the sum or sums so advanced shall be due and payable ten (10) calendar days after Beneficiary's demand.

SECTION EIGHT. WAIVER OF NOTICE

Trustor/Grantor waives notice of the exercise of any option granted to Beneficiary in this Deed of Trust or in such Indebtedness.

SECTION NINE. CONDEMNATION

Any award of compensation or damages in connection with any condemnation for public use of or injury to the Property or any part of them is now assigned and shall be paid to Beneficiary, who may apply or release such moneys received in the same manner and with the same effect as provided above for the disposition of fire or other insurance proceeds as set forth in Section 4, covenant 2 above.

SECTION TEN. RIGHTS OF TRUSTEE

At any time or from time to time, without liability for the same and without notice, on Beneficiary's written request and presentation of this Deed of Trust and such Indebtedness for endorsement, and without affecting the personal liability of any person for payment of the Indebtedness secured by this Deed of Trust, Trustee may reconvey all or any part of the Property; consent to the making of any map or plate of the Property; join in granting any easement on the Property; or join in any extension agreement or any agreement subordinating this Deed of Trust to subsequent liens or charges.

SECTION ELEVEN. RENTS, ISSUES, AND PROFITS

As additional security, Trustor/Grantor gives to and confers on Beneficiary the right, power, and authority during the continuance of the interests created by this Deed of Trust to collect the rents, issues, and profits of the Property, reserving to Trustor/Grantor the right, prior to any default by Trustor/Grantor in payment of any Indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain such rents, issues, and profits as they become due and payable. On any such default, Beneficiary may at any time without notice, either in person, by agent, or by a court-appointed receiver, and without regard to the adequacy of any security for the Indebtedness secured by this Deed of Trust, enter on and take possession of the Property or any part of them, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, on any Indebtedness secured by this Deed of Trust, and in such order as Beneficiary may determine. The entering on and taking possession of the Property, the collection of the rents, issues, and profits, and the application of the same as stated above shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

SECTION TWELVE. BANKRUPTCY

If Trustor/Grantor is adjudicated bankrupt or made defendant in a bankruptcy or receivership proceeding, all sums secured by this Deed of Trust shall, at Beneficiary's option, immediately become due and payable. In the event of bankruptcy, Beneficiary shall execute or cause Trustee to execute a written notice of such bankruptcy and of Beneficiary's election to cause the above-described property to be sold to satisfy the obligation of this Deed of Trust, and shall cause such notice to be recorded as then required by law.

On notice of sale as then required by law and elapse of the then-required time period after recordation of notice of default, Trustee, without demand on Trustor/Grantor, shall sell the property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash, payable at the time of sale. Trustee may postpone the sale of all or any part of the property by public announcement at the time and place sale, and from time to time subsequently may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of their truthfulness. Any person, including Trustor/Grantor, Trustee, or Beneficiary, as defined under this Deed of Trust, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this trust, including the costs of evidence of title and reasonable counsel fees in connection with the sale, Trustee shall apply the proceeds of the sale to the payment of all sums expended under the trust terms, not then repaid with accrued interest at the rate provided on the principal debt, all other sums then secured by this Deed of Trust, and the remainder, if any, to the person or persons legally entitled to receive them.

SECTION THIRTEEN. APPLICATION OF DEED OF TRUST

This Deed of Trust applies to, inures to the benefit of, and binds all parties to this agreement, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the holder and owner, including pledgee, of the Indebtedness secured by this Deed of Trust, whether or not named as a Beneficiary in this Deed of Trust. Whenever the context of this Deed of Trust so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

SECTION FOURTEEN. ASSIGNMENT/DELEGATION

Beneficiary may assign all of its rights and obligations under this Deed of Trust upon seven days written notice to Trustor/Grantor.

Trustor/Grantor may not assign or delegate any of its rights or obligations under this Deed of Trust.

SECTION FIFTEEN. GENERAL PROVISIONS

1. **No Waiver of Rights.** No delay by the holder in enforcing any covenant or right including payment under this Agreement shall be deemed a waiver of any covenant or right and no waiver by the holder of any particular provision of this Agreement shall be deemed a waiver of any other provision or a continuing waiver of the particular provision, and except as so expressly waived, all provisions of this Agreement shall continue in full force and effect.

2. **No Release or Discharge.** No extension of time for payment of this Agreement, and no alteration, amendment or waiver of any provision of this Agreement or of this Deed of Trust shall release, discharge, modify, change or affect the liability of the Grantor/Trustor under this Agreement.

3. **Governing Law; Venue; Jurisdiction.** This Agreement was negotiated for and entered into in Clark County, Nevada, and concerns real property that is situated there. Thus, this Agreement shall be governed by, construed, and enforced exclusively in accordance with the laws of Nevada without regard to its choice of law provisions. In the event of any dispute under this Agreement, venue shall be exclusively in the courts within Clark County, Nevada, and no others. Both parties consent to personal jurisdiction for the courts of Clark County, and waive any argument to the contrary.

4. **Severability.** If for any reason one or more of the provisions of this Agreement or their application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, the provisions shall, to such extent, be held for naught as though not contained in this Agreement but shall nevertheless remain valid, legal and enforceable in all other respects and to such an extent as may be permissible. In addition, any such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

5. **Entire Agreement.** This Agreement contains all agreements of the parties hereto with respect to matters set forth herein and succeeds all prior agreements, representations by, and understandings among the parties hereto with respect to the matters addressed herein. Any amendment of or supplements to this Agreement must be in writing and signed by the party to be charged.

6. **Time is of the Essence.** Time is of the essence in this Agreement and in all provisions contained herein.

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7. **Captions.** The captions appearing at the commencement of the sections of this Agreement are descriptive only and for convenience in reference to this Agreement, and shall not define, limit or describe the scope or intent of this Agreement, nor in any way effect this Agreement.

8. **No Adverse Construction.** The Agreement was drafted with input by both Trustor/Grantor's and Beneficiary's legal counsel, and thus the terms hereof shall not be construed against one party in favor of another.

9. **Binding Effect.** The rights of the parties hereto under this Agreement, shall inure to the benefit of and be binding upon their respective successors, transferees, assignees, officers, directors, agents and employees

10. **Authorization.** The parties hereto represent and warrant that they have taken all actions and obtained all authorization, consent and approval required to authorize the execution of this Agreement by the undersigned.

11. **Notices.** All notices required to be sent pursuant to this Agreement shall be sent certified mail, return receipt requested, or by Federal Express as follows:

Beneficiary:	ACRY Development, LLC 10001 W. Oakland Park Blvd. #202 Sunrise, FL 33351
Trustor/Grantor:	PRECISION ASSETS 6700 Paradise Rd. Unit A-1 Las Vegas, NV 89119
cc:	John Benedict, Esq. 2190 E. Pebble Rd. Ste 260 Las Vegas, NV 89123

or to the address then listed with the State Bar of Nevada as the location of his practice.

EACH PARTY WHO SIGNS THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE OR SHE: HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS AGREEMENT AND ITS FINAL AND BINDING EFFECT; HAS BEEN AFFORDED SUFFICIENT TIME AND OPPORTUNITY TO REVIEW THIS AGREEMENT WITH ADVISORS OR ATTORNEYS OF HIS OR HER CHOICE; HAS HAD AN OPPORTUNITY TO NEGOTIATE WITH REGARD TO THE TERMS OF THIS AGREEMENT; IS FULLY COMPETENT TO MANAGE HIS OR HER OWN BUSINESS AFFAIRS AND TO ENTER INTO OR SIGN THIS AGREEMENT; HAS SIGNED THIS AGREEMENT KNOWINGLY, FREELY AND VOLUNTARILY; AND THAT THE ONLY

PROMISES MADE TO INDUCE HIM OR HER TO SIGN THIS AGREEMENT AND RELEASE ARE THOSE STATED HEREIN.

PRECISION ASSETS DATED this 12th day of April, 2019.

By: [signature]
Printed Name: Avi Segal
Its: President

State of Nevada
County of Clark

Subscribed and sworn to (or affirmed) before me on this 12 day of APRIL, 2019 by AVI SEGAL, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[signature]
(Signature of Notary)

CODY RAYNOHA
Notary Public-State of Nevada
APPT. NO. 13-10197-1
My Appt. Expires 02-27-2021

EXHIBIT "A"

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

Situate in the County of Clark, State of Nevada.

Assessor's Parcel No.: 140-31-817-043

EXHIBIT “16”

EXHIBIT “16”

(7.2

20081124-0003906

Fee: $18.00 RPTT: $351.90
N/C Fee: $0.00

11/24/2008 14:31:45
T20080289285
Requestor:
OLD REPUBLIC TITLE COMPANY OF NEVADA

Debbie Conway JJF
Clark County Recorder Pgs: 7

R.P.T.T.: $351.90
APN: 140-31-810-025

Title Order No. 5115012876
Escrow No. 5115012876-KR

WHEN RECORDED MAIL TO:
John Dattala
58 Sacramento Dr
Las Vegas, NV 89044
MAIL TAX STATEMENTS TO:
Grantee at address above

5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Robert Milne a married man, as his sole and separate property

hereby GRANT(S), BARGAIN(S), SELL(S) AND CONVEY(S) to

John Dattala, an unmarrieddman

that property in Clark County, Nevada, described as:

*** See "Exhibit A" attached hereto and made a part hereof ***

Dated November 14, 2008

Robert Milne

State of Nevada
County of Clark

This instrument was acknowledged before me on 11/21/08
by Robert Milne.

Sue Reilly
Signature of notarial officer

SUE REILLY
Notary Public State of Nevada
No. 93-5248-1
My appt. exp. June 10, 2009

GRANT, BARGAIN AND SALE DEED

ORDER NO. : 5115012876-KR

EXHIBIT A

The land referred to is situated in the County of Clark, City of Henderson, State of Nevada, and is described as follows:

Lot 87 in Block 5 of Amended Plat of Meadow Homes Unit No. 3, as shown by map thereof on file in Book 9 of Plats, Page 63, in the Office of the County Recorder of Clark County, Nevada.

R.P.T.T.: $351.90
APN: 140-31-810-025

Title Order No. 5115012876
Escrow No. 5115012876-KR

WHEN RECORDED MAIL TO:
John Dattala
50 Sacramento Dr
Las Vegas, NV 89044
MAIL TAX STATEMENTS TO:
Grantee at address above

Clarification Copy

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Robert Milne, a married man, as his sole and separate property

hereby GRANT(S), BARGAIN(S), SELL(S) AND CONVEY(S) to

John Dattala, an unmarried man,

that property in Clark County, Nevada, described as:

*** See "Exhibit A" attached hereto and made a part hereof ***

Dated November 24, 2008

Robert Milne

State of Nevada
County of Clark

This instrument was acknowledged before me on 21st day of November, 2008 by Robert Milne.

_____
Signature of notarial officer

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   140-31-810-025

2. Type of Property
   a) ☐ Vacant Land b) ☒ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes:

3. Total Value/Sales Price of Property $69,000.00
   Deed in Lieu of Foreclosure Only (value of property) ( )
   Transfer Tax Value $69,000.00
   Real Property Transfer Tax Due $351.90

4. If Exemption Claimed:
   a. Transfer Tax Exemption per NRS 375.090, Section _____
   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Robert Milne Capacity: Grantor

Signature _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Robert Milne	John Dattala
2432 Greens Ave	50 Sacramento
Henderson, NV 89014	Las Vegas, NV 89044

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Old Republic Title Company of Nevada
8861 W. Sahara Ave. Suite 290
Las Vegas, NV 89117

Escrow #: 5115012876-KR

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

3906
Cont'd

EXHIBIT “17”

EXHIBIT “17”

DocuSign Envelope ID: 2EEEBAE5-84E9-4783-98A2-6171EECDA528

PURCHASE CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

A. **PARTIES:**

This Real Estate Purchase Agreement (the "Agreement") is by and between:

HCO Residential LLC ("Buyer") his agents, and/or assigns and

Eustachius Bursey ("Seller")

(collectively the "Parties") Seller hereby agrees to sell and convey, and the buyer hereby agrees to purchase from the Seller the following described real property:

B. **PROPERTY:**

1. Legal Description: APN - 14031810025

2. More commonly known as: 59 Sacramento Dr Las Vegas, NV 89110 ("Property")

C. **PAYMENT TERMS:**

The full purchase price of the property is $ 130,000

Earnest Money Deposit $ 500.00

D. **EXISTING MORTGAGES:**

Existing financing on the Property will be current in all payments of principal, interest, late charges and escrow amounts required by mortgagee.

E. **CLOSE OF ESCROW:** Close of Escrow ("COE") COE shall occur on or before (if mutually agreed by the Parties) May 31st 2019 no later than 11:59 PM ("COE Date"). This is the date that the sale will be closed, or this Agreement will expire. If the COE Date is not a business day, the COE date shall be extended to the next business day to allow for proper recording of the deed with the county recorder's office. Buyer and Seller shall timely provide all documents to the Escrow Company to ensure closing occurs on the COE Date. Clear title must be provided prior to closing. Close of escrow can be extended up to 30 days at the buyer's written and time stamped request to the seller if title has not been cleared prior to close of escrow.

F. **EXPENSES:** Buyer to pay all normal non re-occurring closing costs, costs of Escrow Company fees, unless otherwise stated herein for both the buyer and the seller's side of the transaction. Seller only responsible for prorations and Judgements as outlined in sections G4 and H1f of this contract

G. **TITLE AND ESCROW**

1. **ESCROW:** The Escrow Company employed by the parties to carry out the terms of this Agreement shall be: Jenine Santos / WFG National Title Insurance Company
   Escrow Agent/Title Company
   7450 Arroyo Crossing Pkwy #270. Las Vegas, NV 89113, USA
   Address
   Jenine Santos / (702) 728-5295 / jenine.santos@wfgnationaltitle.com
   Contact Information

2. **EARNEST DEPOSIT:** Upon acceptance, Buyer will place in escrow the Earnest money deposit ("EMD") with the title company which will be part of the cash paid to the Seller when title transfers. Buyer's Earnest Deposit after physical inspection and buyer's approval of the property, and remain fully refundable to the buyer until all contingencies have been satisfied.

3. **TITLE AND VESTING:** At Closing, Seller shall convey all of the Seller's right, title and interest in the Property and Improvements to Buyer.

4. **PRORATIONS:** Real property taxes payable by the Seller will be prorated based on the current year's tax without allowance for discounts, including homestead or other exemptions. Rents will be current and be prorated as of the date title transfers. All insurances, homeowner's association fees, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and services contracts shall also be prorated as of the date title transfers.

5. **RELEASE OF EARNEST MONEY.** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Agreement in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorneys' fees, arising from or relating in any way to release of Earnest Money.

   Buyer acknowledges that failure to pay the required closing funds by the scheduled Close of Escrow ("COE"), if not cured after a cure notice is delivered pursuant to the methods provided in this Agreement, shall be construed as a material breach of contract and all earnest money shall be subject to forfeiture.

H. WARRANTIES

1. **SELLER'S REPRESENTATIONS AND WARRANTIES:** Seller represents (with the understanding that Buyer is relying on these representations) that:
   a. There is no pending or threatened condemnation or similar proceeding affecting any part of the Property, and Seller has not received any notice of any such proceeding and has no knowledge that any such proceeding is contemplated.
   b. No work has been performed or is in progress at the Property and no materials have been furnished to the Property which might give rise to mechanic's, materialman's liens against any part of the Property.
   c. There are no parties in adverse possession of the Property, and there are no parties in possession of the Property except Seller. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by Seller or pending against Seller or affecting or involving the Real Property.
   d. Seller provides no warranties as to the physical condition of the property. Buyer shall be provide time for inspection to make determination as to the physical condition of the property. Buyer will take the property "as-is."
   e. **DEFECTS:** Seller warrants the Property to be free from hazardous substances and from violation of any zoning, environmental, building, health or other governmental codes or ordinances. Seller

further warrants that there is no material or other known defects or facts regarding this Property, which would adversely affect the value of said Property, unless otherwise disclosed herein.

f. JUDGMENTS: Seller warrants that there are no judgments threatening the equity in the Property, and that there is no bankruptcy pending or contemplated by any titleholder. Seller will not encumber the Property and an affidavit may be recorded at Buyer's expense putting the public on notice that the closing of this Agreement will extinguish liens and encumbrances hereafter recorded. Should any judgements exist, they will be satisfied at Close of Escrow from the seller's proceeds.

2. BUYER REPRESENTATIONS AND WARRANTIES: Buyer represents and warrants to Seller:

a. Buyer has the full right, power and authority to purchase the Property as provided in this Offer and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Offer and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Offer on behalf of Buyer is authorized to do so.

b. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.

c. The representation and warranties of Buyer shall survive Closing.

d. Buyer has a financial interest in this transaction.

I. REMEDIES

1. CURE PERIOD: If either party fails to perform any of its obligations under this Agreement, the other party shall provide a written notice of default to the other party, pursuant to the terms herein. The defaulting party shall cure the default within three (3) days after the delivery of such notice ("Cure Period"). Failure to cure the default within the cure period shall be a breach of this Agreement.

2. BREACH: In the event of a breach of this Agreement, the non-breaching party may cancel this Agreement and/or proceed against the breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Arbitration obligations set forth herein. In the case of the Seller, in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's options, accept the Earnest Money as Seller's right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver notice pursuant to the conditions in this Agreement, Seller shall exercise this option and accept the Earnest Money as Seller's right to damages. An unfulfilled contingency is not a breach of contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of this Agreement which would prevent COE from occurring on the COE Date, if not cured after a cure notice is delivered pursuant to the terms of this Agreement, will constitute a material breach of this Contract, rendering the Contract subject to cancellation. Failure to provide the seller with proper documentation shall also constitute a breach of this contract.

3. ARBITRATION: Each signatory hereto hereby agrees that in the event of any dispute arising out of, in connection with, or by reason of this Agreement or any other disagreement of any nature or description regardless of the facts and theories which may be involved, such dispute shall be resolved by arbitration before the American Arbitration Association located in Phoenix, Arizona. Arbitration

proceedings may be commenced by any signatory to this Agreement by giving the other parties hereto written notice thereof. The arbitrator's award in any such proceeding shall be final and binding, and a judgment upon such award may be enforced by any court of competent jurisdiction. Each signatory hereby agrees to submit to the jurisdiction of any state or federal court sitting in Phoenix, Arizona in any action or proceeding arising out of or relating to the enforcement of the arbitration provisions of this Agreement. Each Party shall choose a single arbitrator and the two so chosen shall choose a third arbitrator. Either party may be represented by legal counsel. The decision of the arbitrators shall be final and conclusive and the right of appeal is hereby waived.

4. ATTORNEY FEES AND COSTS: If either party herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such actions, or trial or appeal, shall be entitled to its costs reasonable attorneys' fees & costs to be paid by the losing party including, but not limited to, expert witness fees, fees paid to investigators, and arbitration costs.

J. SELLER'S "AS IS" CLAUSE: Buyer agrees that the Property shall be purchased in an "as-is" and "as-shown" condition, with no representation or warranty of any type or nature being made by Seller. Buyer acknowledges and agrees that it is purchasing the Property solely upon the basis of its investigation and not on the basis of any representation, express or implied, written or oral, made by Seller or its agents, or employees. Without limiting the generality of the foregoing, Seller makes no warranty as to the sufficiency of the Property for any purpose.

K. INSPECTIONS: Seller shall provide to buyer permission to access the Property to complete inspections of the physical conditions of the property, & determine repairs needed. This contract is contingent upon the Buyer's inspection & approval of the property prior to transfer of title.

L. RISK OF LOSS: If the Property is damaged prior to transfer of title, and after the date of Contract acceptance, Buyer has the option of accepting any insurance proceeds with title to the Property in "as is" condition or of canceling this contract and accepting the return of the deposit. Risk of loss or damage to the assets being sold herein or Seller's premises shall remain with the Seller until the closing.

M. RADON GAS AND LEAD PAINT: Lead based paint and Radon, a naturally occurring radioactive gas that may present health risks to persons who are exposed to it over time, may exist in the Property. Buyer may obtain a risk assessment of the Property by licensed inspectors. Dangerous circumstances and the conditions, which caused said circumstances will be corrected at the Seller's expense before title transfers.

N. LICENSURE: A member of the company named as the buyer holds an active Arizona Real Estate License.

O. POSSESSION: Possession shall be delivered with the transfer of deed at closing. Possession of the Property and occupancy, with the exception of occupying tenants, including all keys, garage door openers and/or means to operate all locks, will be delivered to the Buyer, by the Seller, when title transfers. Leases and security deposits will transfer to the Buyer with title.

P. ASSIGNABILITY: This Agreement is freely assignable by the parties of the contract.

Q. MARKET THE PROPERTY: Seller agrees that the buyer may market the property for rent or sale and show the property immediately upon acceptance of this contract by both parties and prior to acquiring title.

R. TIME IS OF THE ESSENCE: Time and timely performance are of the essence of this contract and of the covenants and provisions hereunder. Each contingency herein shall be satisfied according to its terms by the closing date or this contract extends to provide time for satisfaction of said contingencies. Each party shall diligently pursue the completion of this transaction. Each warranty herein made survives the closing of this transaction.

S. NOTICES: All notices required to be made under this contract will be deemed completed and legally sufficient if mailed by certified mail, return receipt requested, or if delivered personally or by courier service, to the forwarding address provided.

T. BINDING EFFECT: This Agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs, and legatees of the parties hereto and upon execution by all parties this Agreement shall be absolutely binding and fully enforceable.

U. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding of the parties hereunder and is subject to no warranties or representations not specifically set forth herein. This Agreement cannot be modified except by an instrument in writing executed by the party to be bound.

V. EXECUTION AND DELIVERY OF DOCUMENTS: Buyer and Seller shall execute and deliver all such other instruments and take all such other action as any party may reasonably request from time to time, before or after the closing, in order to effectuate the transaction provided herein. The parties shall cooperate with each other in connection with any steps to be taken as a part of their respective obligations under this Agreement.

W. FACSIMILE OR E-SIGNATURES: Buyer and Seller have the right to rely upon Docusign or facsimile copies of another party's signature, which shall have the same force and effect as an original signature. Further this Agreement shall be deemed to be complete & fully executed if there are signature pages attached bearing either an original or copy, including a facsimile copy, of the Parties' signatures.

X. SECTIONS AND OTHER HEADINGS: The Section & other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretations of this Agreement.

Y. SEVERABILITY: In the event that any of the provisions or portions of this agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions hereof, shall not be affected thereby and effect shall be given to the intent manifested by provisions, or portions thereof held to be enforceable and valid.

Z. ENTIRE AGREEMENT: This Agreement, and any addenda and attachments, contains the entire agreement and understanding between Seller and Buyer and supersedes all prior agreements and understandings, oral or written, concerning the matters covered by this Agreement. This Agreement may not be amended or modified.

AA. CAPACITY OF THE PARTIES: Any individual parties to this contract represent themselves to be of full age. Any corporate parties to this contract represent themselves to be existing corporations with their charters in full force and effect. Any partnership parties to this contract represent themselves to be existing partnerships with their certificates in full force and effect.

BB. INTERPRETATION OF THE CONTRACT: Without limiting the generality of the foregoing, when the context in which the words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and vice versa, all pronouns and variations thereof shall be deemed to refer to all genders, and the term "person" shall include a corporation or other entity, as well as a natural person. The covenants in this contract bind the heirs, devisees, legatees, successors, & assigns of the Buyer & Seller.

CC. ADVICE OF COUNSEL: Each party to this Agreement represents and warrants to each other party that such party has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel, if sought.

DD. APPLICABLE LAW: This agreement will be construed in accordance with and governed by the laws of the State of Arizona.

EE. ADDITIONAL TERMS AND CONDITIONS

_____

_____

_____

_____

FF. ACCEPTANCE: This offer is void if not accepted by the Seller in writing on or before:
_____ at _____ AM/PM.
If it is not accepted and signed by the Seller by this time, this contract shall be null and void.

GG. SIGNATURES: The parties have signed and delivered this contract in duplicate on the date noted at the beginning of this contract.

Seller:

E.C.B.

Name: Eustachius Bursey

Title: Owner

Date: 4-19-19

Buyer:

DocuSigned by:
Jared Vidales
121AA8567282486

Name: Jared Vidales

Title: Manager

Date: Apr 19, 2019

_____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 5769F0F4-C812-4301-A795-48A733BC1C61

Addendum # 1

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated _____, 201_, by and between HCO Residential, LLC, ("Purchaser"), and Eustachius Bursey, ("Seller"), for

The purchase and sale of that certain property municipality known as:

59 Sacramento Dr, Las Vegas, NV 89110, ("Property")

hereby mutually agree to amend said Agreement as follows:

The property is currently leased out on a month to month basis at a rate of $900 per month. At this time, seller does not know if a security deposit was deposited. An estoppel certificate will be provided to buyer within 48 hours of contract acceptance. Prorated rent and security deposit will transfer to buyer.

All other terms and conditions of the Purchase and Sale Agreement to remain the same.

PURCHASER:

HCO Residential LLC

By: DocuSigned by: Danielle Crowell
Name: Danielle Crowell
Title: Owner
Date: Apr 19, 2019

SELLER:

By: DocuSigned by: E C B
Name: Eustachius Bursey
Title:
Date: Apr 19, 2019

SELLER:

By:
Name:
Title:
Date:

DocuSign Envelope ID: 8B4OB5ED-7E65-4EA7-A562-52AD7AC7AA3B

Addendum # 2

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated 04-19, 2019, by and between HCO Residential, LLC, ("Purchaser"), and Eustachius Bursey, ("Seller"), for

The purchase and sale of that certain property municipality known as:

59 Sacramento Dr, Las Vegas, NV 89110, ("Property")

hereby mutually agree to amend said Agreement as follows:

To void Addendum 1: The property is currently occupied by a tenant. The tenant has been given sufficient written notice to vacate the property within 30 days after closing. Seller to provide buyer the current lease agreement and cancellation of lease within 48 hours of this Addendum being executed. The property will be delivered tenant occupied with the expectation that tenant will vacate within 30 days.

All other terms and conditions of the Purchase and Sale Agreement to remain the same.

PURCHASER:

HCO Residential LLC

DocuSigned by:
By: Danielle Crowell
Name: Danielle Crowell
Title: Owner
Date: Apr 30, 2019

SELLER:

DocuSigned by:
By: E C B
Name: Eustachius Bursey
Title:
Date: Apr 30, 2019

SELLER:

By:
Name:
Title:
Date:

DocuSign Envelope ID: 12CEBEDD-D96C-4055-9565-51F0BDE1174A

Addendum # 3

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated 04-19, 2019, by and between HCO Residential, LLC, ("Purchaser"), and Eustachius Bursey, ("Seller"), for

The purchase and sale of that certain property municipality known as:

59 Sacramento Dr, Las Vegas, NV 89110, ("Property")

hereby mutually agree to amend said Agreement as follows:

Seller to pay Relocation Fee to tenant Jennifer Waggoner $15,000 through escrow.

All other terms and conditions of the Purchase and Sale Agreement to remain the same.

PURCHASER:

HCO Residential LLC

DocuSigned by:
By: Danielle Crowell
Name: Danielle Crowell
Title: Owner
Date: May 1, 2019

SELLER:

DocuSigned by:
By: E C B
Name: Eustachius Bursey
Title:
Date: May 1, 2019

SELLER:

By:
Name:
Title:
Date:

DocuSign Envelope ID: F4A9F5CA-D171-437B-87BC-7FAD0CC0022F

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated 04-19, 20 19, by and between

Precision Assets, LLC ("Purchaser"), and

HCO Residential, LLC ("Seller"), for

The purchase and sale of that certain property municipality known as:

59 N Sacramento Dr, Las Vegas, NV 89110 ("Property") hereby

mutually agree to amend said Agreement as follows:

Seller agrees to have $2,500 held back in escrow until tenant vacates. Per agreement between tenant and previous owner, buyer is purchasing property subject to lease agreement ending on 05/30/2019. Buyer agrees to release entire holdback to seller if tenant is out on or before 06/04/2019. In the event the tenant has not vacated on agreed upon date, buyer agrees to supply formal eviction on or before 06/01/2019. If tenant fails to vacate by 06/05/2019, buyer shall be entitled to retain $100/day in damages from holdback funds until the property is vacant. Seller makes no guarantees of property condition.

All other terms and conditions of the Purchase and Sale Agreement to remain the same.

SELLER:

HCO Residential LLC

DocuSigned by:
By: Danielle Crowell
Name: Danielle Crowell
Title: Owner
Date: May 1, 2019

PURCHASER:

DocuSigned by:
By: Avi Segal
Name: AVI SEGAL
Title: President
Date: May 1, 2019

EXHIBIT “18”

EXHIBIT “18”

Inst #: 20190422-0001237
Fees: $40.00
RPTT: $405.45 Ex #:
04/22/2019 11:04:06 AM
Receipt #: 3689890
Requestor:
EUSTACHIUS BURSEY
Recorded By: BGN Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 140-31-810-025
(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrealprop/ownr.aspx)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

QUIT CLAIM DEED

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

EUSTACHIUS C. BURSEY

RETURN TO: Name EUSTACHIUS C. BURSEY
Address 50 SACRAMENTO DRIVE
City/State/Zip LAS VEGAS, NV 89110

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name EUSTACHIUS C. BURSEY
Address 50 SACRAMENTO DRIVE
City/State/Zip LAS VEGAS, NV 89110

This page provides additional information required by NRS 111.312 Sections 1-2.
To print this document properly, do not use page scaling.
P:\Common\Forms & Notices\Cover Page Template Oct2017

RECORDING REQUESTED BY:
EUSTACHIUS C BURSEY

INSTRUMENT PREPARED BY:
JOHN DATTALA
43 RONALD LANE
LAS VEGAS, Nevada 89110

RETURN DEED TO:
EUSTACHIUS C BURSEY
50 SACRAMENTO DRIVE
LAS VEGAS, Nevada 89110

(Above reserved for official use only)

SEND TAX STATEMENTS TO:
EUSTACHIUS C BURSEY
50 SACRAMENTO DRIVE
LAS VEGAS, Nevada 89110

Tax Parcel ID/APN # 140-31-810-025

QUIT CLAIM DEED FOR NEVADA

STATE OF NEVADA
COUNTY OF CLARK

THIS DEED is made this day of April 19, 2019 by and between the "Grantor,"

JOHN DATTALA, an unmarried individual residing at 43 RONALD LANE, LAS VEGAS, Nevada 89110

AND the "Grantee,"

EUSTACHIUS C BURSEY, an unmarried individual residing at 50 SACRAMENTO DRIVE, LAS VEGAS, Nevada 89110

FOR VALUABLE CONSIDERATION of the sum of one dollars ($1.00), the receipt and sufficiency of which is hereby acknowledged, Grantor hereby quitclaims to Grantee and Grantee's heirs and assigns forever, all of Grantor's rights, titles, interests, and claims in or to the following described real estate (the "Property"), together with all hereditaments and appurtenances belonging thereto, located in CLARK county, Nevada, subject to any restrictions

herein:

Property Address: 59 SACRAMENTO DRIVE, LAS VEGAS, Nevada 89110

Legal Description: MEADOW HOMES UNIT # 3 2ND AMD PLAT BOOK 9 PAGE 63 LOT 87 BLOCK 5

Vesting Information / Property Interest: Grantee receives the Property in fee simple as the sole owner.

[SIGNATURE PAGE FOLLOWS]

Signatures

Grantor signed, sealed, and delivered this quit claim deed to Grantee on 4-19-19 **(date).**

Grantor (or authorized agent)

x/ _____

Print Name: JOHN DATTALO

NOTARY ACKNOWLEDGMENT

NEVADA
COUNTY OF CLARK

On April 19, 2019 before me, Kim Muhammad, personally appeared **JOHN DATTALA**, personally known to me or proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Commission Expires: 7-18-22

Notary Public, Nevada

KIM MUHAMMAD
Notary Public - State of Nevada
County of Clark
APPT. NO. 99-52700-1
My App. Expires July 18, 2022

STATE OF NEVADA
DECLARATION OF VALUE

(A)

1. Assessor Parcel Number(s)
   a. 140-36-810-025
   b. _____
   c. _____
   d. _____
2. Type of Property:
   a. ☐ Vacant Land b. ☒ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes: _____

3.a. Total Value/Sales Price of Property $ 79,091.00
   b. Deed in Lieu of Foreclosure Only (value of property) ( )
   c. Transfer Tax Value: $ 79,500
   d. Real Property Transfer Tax Due $ 405.45

4. If Exemption Claimed:
   a. Transfer Tax Exemption per NRS 375.090, Section _____
   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature E.C. Bey Capacity: GRANTEE

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: JOHN DATTALA	Print Name: EUSTACHIUS BUSSEY
Address: 43 RONALD LANE	Address: 50 SACRAMENTO DRIVE
City: LAS VEGAS	City: LAS VEGAS
State: NEVADA Zip: 89110	State: NEVADA Zip: 89110

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: _____ Escrow # _____

Address: _____

City: _____ State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT “19”

EXHIBIT “19”

WFG National Title Insurance Company
a WFG National Title Group company

AFFIDAVIT OF GRANTOR

Escrow No 19-282090
Property: 59 Sacramento Dr, Las Vegas, NV 89110

The undersigned hereby declare(s) under Penalty of Perjury that the following statements are true and correct, and that this Affidavit made this 29 day of April, 2019.

1. The undersigned Affiant(s) hereby declare that, the undersigned are the Grantor(s) in that certain Deed recorded on 04/22/19, as/in 201904422-1237 in Official Records of Clark County, State of Nevada, a copy of which is attached hereto and made a part thereof.
2. That the attached Deed is a valid transfer of the ownership of the property to the Grantee named in that deed, and the undersigned does not claim any further ownership in or to the real property legally described therein.
3. That the undersigned agreed that the deed was to be recorded in the County Recorder's Office of Clark County, State of Nevada
4. That the undersigned have given possession of the property to the Grantee and have not entered into any other agreement with the Grantee regarding the property.
5. That the undersigned make this Declaration for the benefit and protection of the Grantee, and Their Successors in Interest.
6. That the undersigned make this declaration for the purpose of inducing WFG National Title Insurance Company ("WFG") to issue policies of title insurance, knowing that WFG will be issuing such policies of title insurance in reliance upon the truth and accuracy of the statements in this declaration

AFFIANT(S):

Print Name: John Dattala
Grantor

Print Name: Eustachio C. Bursay
Grantee

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 29th day of April 2019 by John Dattala and Eustachio C. Bursay

Notary Public for NV
My Commission Expires: May 1, 2022

LILLIAN MEDINA
Notary Public State of Nevada
No. 06-102209-1
My Appt. Exp. May 1, 2022

EXHIBIT “20”

EXHIBIT “20”

WFG National Title Insurance Company
a Williston Financial Group company

THIS AFFIDAVIT WHEN COMPLETED IS TO BE SIGNED AND NOTARIZED. BEFORE RETURNING, BE SURE TO COMPLETE ALL THE REQUIRED INFORMATION TO ENABLE THIS COMPANY TO PROPERLY PROCESS THE TRANSACTION PRESENTLY PENDING.

AFFIDAVIT OF NO MORTGAGE OR DEED OF TRUST

Each for Himself and/or Herself, declare: That to my/our personal knowledge there are NO encumbrances in the form of a Mortgage or Deed of Trust against the property in this transaction.

That this declaration is made for the protection of all parties to this transaction, and particularly for the benefit of **WFG National Title Insurance Company**, which is about to insure the title to said property in reliance thereon, and any other title company which may hereafter insure the title to said property

That I/We will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of particular facts hereinabove set forth.

TITLE ORDER: 19-282990

PROPERTY ADDRESS: 59 Sacramento Dr, Las Vegas, NV 89110

SELLER(S)

E. C. B

Eustachius Bursey

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 30th day of April, 2019 by Eustachius Bursey.

Notary Public for Nevada
My Commission Expires: 06/26/21

JENINE A. SANTOS
Notary Public-State of Nevada
APPT. NO. 10-1946-1
My Appt. Expires 06-26-2021

EXHIBIT “21”

EXHIBIT “21”

WFG National Title Insurance Company
a Williston Financial Group company

OWNER'S AFFIDAVIT

Escrow No : 19-282990
Buyer Precision Assets
Seller Eustachius Bursey
Property Address: 59 Sacramento Dr, Las Vegas, NV 89110
Escrow Officer: Jenine Santos

The undersigned, first being duly sworn, deposes and says:

1. That they are the owner of that certain property commonly known as 59 Sacramento Dr, Las Vegas, NV 89110 located in Clark County, Nevada, more fully described in the Preliminary Title Report No. 19-282990

   That the land is lawfully improved by a:
   - [X] Single Family Residence
   - [ ] A one-to-four-family residence
   - [ ] Apartment building
   - [ ] Office building
   - [ ] Commercial building
   - [ ] Combination office and commercial building
   - [ ] Industrial building
   - [ ] _____

2. That there have been no repairs, work of improvement or materials furnished to the premises in within the last ninety (90) days, except: NONE

   That the work of improvement or repairs, if any;
   - [ ] Started on N/A
   - [ ] Was completed on _____
   - [ ] Will be completed on _____

3. There are no unpaid bills for labor and/or material due to improvements and/or repairs made to the above premises, for homeowners associations dues, or for taxes, assessments, SIDs, or LIDs, EXCEPT: NONE

4. That no one has access to or is in possession of the premises other than:
   - [ ] The undersigned
   - [X] Tenants leased only on month-to-month rental agreements
   - [ ] Lessees, based upon existing leases, copies of which are attached hereto *(Please **attach copies**)*
   - [ ] _____

5. That no person other than those mentioned above have any rights, easements, licenses, or agreements allowing them to use, encroach upon, or travel over said real property, except: (enter names of persons or "none"): NONE

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(702) 777-8292

6. That to our knowledge there are no existing violations of city or county ordinances regulating the use of this land, nor any existing disputes with adjoining owners, their tenants or a homeowners association over the boundaries or use of this land, except

   _____

   _____

7. That this Affidavit is given for the purpose of inducing and/or its underwriters to issue its policy(s) of title insurance which may provide coverage as to the items mentioned herein and that the statements made herein are true and correct to the best of my/our knowledge.

8. That the undersigned has not received any notice of a supplemental tax bill, except: _____

   _____

9. That said affiants further certify and declare that they will testify or depose before any competent tribunal, officer, or person in any case now pending or hereafter instituted to the truth of the foregoing statements and each of them

The undersigned hereby certifies that there are no existing or pending liens and/or encumbrances not already shown on Preliminary Report that is the subject of this escrow, and that any pending liens not shown on said report have been disclosed in writing to WFG National Title Insurance Company.

Dated: 4/30/19

E. C. B
Eustachius Bursey

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 30th day of April, 2019 by Eustachius Bursey

Notary Public for Nevada
My Commission Expires: 6/26/21

JENINE A. SANTOS
Notary Public-State of Nevada
APPT. NO. 10-1946-1
My Appt. Expires 06-26-2021

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-8292

EXHIBIT “22”

EXHIBIT “22”

DocuSign Envelope ID: 4CF6B183-94C8-471A-907A-B0115C78E147

Assignment of Contract/Interest and Controlled Business Disclosure and Hold Harmless

This Assignment of Contract ("Contract") is made 2019-04-30 BETWEEN the Assignor and the Assignee.

Property Address (Referred to as the "Property" herein):

59 N Sacramento Dr, Las Vegas, NV 89110, USA

APN: 14031810025

Assignor: HCO Residential, LLC

Assignee: Precision Assets LLC

Assignor's Assignment Fee: 17,000.00

Assignee's Earnest Deposit ("EMD"): 5,000.00

Total Purchase Price: 147,000.00

Cash or financing (Lender Name): cash

WHEREAS the Assignor entered into that certain Purchase and Sale Agreement ("PSA") attached as Exhibit A dated 2019-04-19 for the purchase of property located at the address above outlined under the "Property".

WHEREAS, the Assignor desires to assign, transfer, sell, and convey to Assignee all of Assignor's right, title and interest in, to and under said PSA; and

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title, and interest in, to and under said PSA for an Acquisition Fee outlined above under Acquisition Fee plus any future reduction in contract price and

WHEREAS, The Assignor hereby convenants, warrants and represents that the PSA is in full force and effect and neither the Assignor nor the Seller are in default of any obligations under the PSA

Title Company:Jenine Santos - WFG National Title Company (Vegas) ✓ 702-789-7196, jenine.santos@wfgnationaltitle.com, 7450 Arroyo Crossing Pkwy #270, Las Vegas, NV 89113, USA

Earnest Money Deposit ("EMD") from the Assignee to be verified as received by the Title Company by 10AM on the first business day following acceptance of this contract via wire or certified funds. EMD is non-refundable to the Assignee for any reason other than the seller's inability to perform on all terms of the original contract, including providing clear and marketable title. The Assignee will be responsible for any inspections, due diligence, and all closing costs for both the buyer and the seller.

The Assignee will be responsible for any inspections, due diligence, and all closing costs for both the buyer and the seller. The Assignment fee is to be paid to the Assignor directly from Title. Title is instructed to reimburse the Assignor their original EMD per the PSA in amount of $ 500.00.

This assignment agreement is not freely assignable by the Assignee, and any desire to assign this agreement requires expressed written permission from the assignor. Assignee also agrees to provide all requested documentation to title & sign all closing documents no less than 3 days prior to Close of Escrow to ensure an on-time closing. The Assignee agrees to deposit closing funds no later than 1 day prior to Close of Escrow.

The Assignee hereby assumes all of the Assignor's duties and obligations under said PSA. This Contract shall be binding upon Assignor and shall inure to the benefit of the Assignee. Failure to comply with the dates specified on this contract and on the Purchase Contract, due to reasons within the assignee's control, is a material breach of this contract and the Assignee's earnest money deposit shall be subject to forfeiture. Any additional addenda to the purchase contract between the seller and the assignor will be signed by the assignee to confirm receipt and agreement to the additional terms. This assignment agreement applies to all terms of the contract and all terms of the addenda that is signed by the parties.

If required, due to the inability to substitute buyer from Assignor to Assignee, Assignor agrees to add Assignee as an additional buyer in escrow and then shall sign a Grant Deed at Close of Escrow granting all its rights to the Property. Said Grant Deed shall be drafted and recorded by the Title Company.

The assignment is made with no warranties, guarantees, or claims to condition of property, size, title, or present or future value of property. It is the Assignee's responsibility to perform their own due diligence before closing. This assignment shall survive the closing. The undersigned Assignee acting personally and/or for their company and/or affiliates hereby agrees to defend, indemnify, and hold harmless Mulberry Group LLC, and any parent or affiliate and all shareholders, employees, officers and directors from and against any and all claims, demands, suits, actions, damages, judgments, cost, charges and expenses including, without limitation, court cost and attorney's fees, of any nature whatsoever that any such assignee and/or their affiliate, representative or company may suffer, sustain or incur resulting from, arising out of or in any way connected with any action taken by, or inaction on the part of any assignee or their affiliate, representative or organization in connection with this transaction.

This agreement may be extended for a period of up to 60 days if necessary to finalize legal or title documents required to convey title. Only email notice from the Assignor to the Assignee is required to document this extension.

The undersigned agrees that they have the full authority to execute this document personally & for any organization they represent. By signing, you agree that you have read, understand & have the full power and authority to enter into this legal agreement. If you do not understand this document please seek legal counsel prior to signing. The undersigned agrees to all terms of this contract, and acknowledges receipt of a copy of this document.

Additional Terms:

Assignor: DocuSigned by: Jared Vidales 121AA8B672B24B8..	**Assignee:** DocuSigned by: Avi Segal 25CDB78BCFC8B4A3
Jared Vidales	Avi Segal
Name:	Name:
Date: Apr 30, 2019	Date: Apr 30, 2019

EXHIBIT “23”

EXHIBIT “23”

WFG National Title Insurance Company
a Williston Financial Group company

ESCROW INSTRUCTIONS - SALE

Escrow No.:	19-282990
Seller:	Eustachius Bursey
Buyer:	Precision Assets
Property Address:	59 Sacramento Dr, Las Vegas, NV 89110
Escrow Officer:	Janine Santos

To: WFG National Title Insurance Company, ("Escrow Agent")

The undersigned, Eustachius Bursey ("Seller"), and Precision Assets ("Buyer"), (collectively "the Parties") hereby authorize, and instruct Escrow Agent as follows:

1. Buyer and Seller have entered into that certain Residential Purchase Agreement and Joint Escrow Instruction dated 04/19/19, together with any amendments/supplements thereto (collectively "Agreement"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and is made a part hereof. Pursuant to the Agreement, the parties have agreed that Seller shall sell and convey and Buyer shall purchase that certain real property as described in the Agreement .

2. Buyer and Seller have established the above referenced escrow with Escrow Agent to receive and transfer the various documents and funds to be exchanged pursuant to the Agreement and to cause the assurance of title to be obtained pursuant to the Agreement.

3. These escrow instructions are not intended to modify or amend the Agreement between Buyer and Seller unless such modification and/or amendment is/are specifically set forth herein.

4. Escrow Agent is hereby authorized and directed to examine the Agreement and is empowered to perform such acts as set forth therein only to the extent that such terms and conditions are within the control of Escrow Agent. The delivery of funds to Escrow Agent and the recording of the instruments deposited with Escrow Agent shall signify that all of the terms and conditions in the Agreement have been complied with or waived to the satisfaction of both Buyer and Seller.

5. Escrow Agent is hereby released from any and all liability and/or responsibility of any condition; agreement or provision in the Agreement not within the control of escrow or that shall survive the close of escrow.

6. Escrow Agent is released from any liability and/or responsibility for any payment to the County Tax Collector which results in duplicate payment of real property taxes. Any duplicate payments shall be handled solely between Buyer and Seller outside of escrow.

7. Escrow Agent is authorized and instructed to compute and insert appropriates dates and amounts on new encumbrances and promissory notes created herein, if applicable. All documents shall be on forms customarily used by Escrow Agent.

8. Seller and Buyer fully understand and agree to the GENERAL PROVISIONS, which are attached hereto and by this reference made a part hereof as Exhibit "B".

9. Additional Terms and Conditions:

Seller: Date: 4/30/19

E. C. Bu
Eustachius Bursey

Buyer: Date: 5/2/19

Precision Assets

By: _____

Exhibit "B"
GENERAL PROVISIONS

All funds received in this escrow shall be deposited with other escrow funds in one or more non-interest bearing escrow accounts in Escrow Agent's name in a state or national bank selected by Escrow Agent. Escrow Agent shall have no obligation to account to the undersigned in any manner for the value of, or pay to Escrow Agent any benefit received by Escrow Agent, directly or indirectly, by reason of the deposit of the escrow funds or the maintenance of such accounts with that bank. Those benefits may include, without limitation, credits allowed by that bank on loans to Escrow Agent and on accounting, reporting and other services and products of that bank and earnings on investments made with the proceeds of such loans.

All disbursements shall be made by check of Escrow Agent. Any commitment made in writing to Escrow Agent by any bank, trust company, insurance company, savings and loan association or other lender to deliver its check or funds into this escrow may, in the sole discretion of Escrow Agent, be treated as the equivalent of a deposit in this escrow of the amount thereof. The Parties to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by The Federal Deposit Insurance Corporation.

Escrow Agent is authorized to furnish copies of these instructions, any supplements or amendments thereto, notices of cancellation and closing statements to the real estate broker(s) and lender(s) named in this escrow.

Any funds held in escrow which are unclaimed for a period of six (6) months by the parties entitled thereto shall be assessed a holding charge pursuant to NRS 120A.300 of $5.00 per month. Escrow Agent will escheat to the State of Nevada pursuant to NRS 120A.300 et seq., any funds held less the monthly holding charge.

All documents, closing statements, and balances due the parties to this escrow are to be mailed by ordinary mail to said parties at the addresses shown, unless otherwise instructed.

The Parties to this transaction understand and acknowledge that the funds required to complete this transaction must be deposited and cleared by Escrow Agent's bank prior to the recordation of any documents and must be in the form of a CASHIER'S CHECK, TELLER'S CHECK OR A WIRE TRANSFER TO ESCROW AGENT'S TRUST ACCOUNT

If any check submitted to escrow is dishonored upon presentment for payment, Escrow Agent is authorized, but not required, to notify all Parties and/or their respective agents of such dishonor or non-payment.

If there is no written activity delivered by a Party to this escrow within any six (6) month period after the time limit date as set forth in the escrow instructions or written extension thereof, at Escrow Agent's option, Escrow Agent may terminate this escrow, and all documents, monies or other items held by Escrow Agent shall be returned to the respective Parties entitled thereto, less fees and charges herein provided. Nothing contained herein shall be construed as requiring Escrow Agent to terminate this escrow upon the passage of the time referred to in this paragraph.

Either Party hereunder claiming right of cancellation of this escrow shall file notice for cancellation with Escrow Agent in writing and in duplicate. Escrow Agent shall, within three days thereafter, mail one copy of such written notice to the other Party and to any broker above named, at the address stated herein. Unless written objection thereto shall be filed in such office by such other Party within ten days thereafter, Escrow Agent is authorized to comply with such notice and demand upon payment of Escrow Agent's cancellation charges. In the event that such written objection shall be filed, Escrow Agent is authorized to hold all money and instruments in this escrow pending agreement by the Parties or final order of a court of competent jurisdiction, except however, the Parties hereto expressly agree and consent that Escrow Agent shall have the absolute right, at its election, to file a suit in interpleader and obtain an order from the court requiring the claimants to interplead and litigate in such court their several claims and rights amongst themselves. In the event such suit is brought, they jointly and severally agree to pay all Escrow Agent's costs, expenses and reasonable attorney fees which it may expend or incur in such interpleader suit, the amount thereof to be fixed and judgment therefore to be rendered by the court in such suit. Upon the filing of such suit Escrow Agent shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

Should this escrow cancel for any reason, Escrow Agent is entitled to a cancellation fee in accordance with Escrow Agent's schedule in effect at the time. Any such cancellation fee may be deducted from any funds on deposit with Escrow Agent. If this escrow has been inactive for a period of six (6) consecutive months Escrow Agent is authorized to deduct from any funds on deposit in this escrow a service/holding fee of $5.00 each month.

Escrow Agent may deduct from net proceeds any amount owed in any matter and deduct from the amount collected for my account any payments made by Escrow Agent pursuant to these instructions, together with Escrow Agent's charges.

It is understood that the fees shown to be paid for Escrow Agent's services are ordinary and usual services only, and, should there be any extraordinary or unusual services rendered by Escrow Agent, the Parties agree to pay compensation to Escrow Agent for such extraordinary or unusual services, together with any costs and expenses which may be incurred by Escrow Agent; and Escrow Agent is hereby given a lien upon all monies and securities deposited with Escrow Agent until Escrow Agent has been so compensated or reimbursed

Escrow Agent shall have no responsibility in connection with the investigating or guaranteeing the status of any policy of fire insurance involved in this escrow, but will assume that premiums on all policies have been paid.

PRECISION0307
Dattala Writ
Petitioner's Appendix
Page 344 of 1392

Escrow Agent shall have no responsibility in connection with the investigating or guaranteeing the status of any garbage rental charge, power, water, telephone, gas and/or other utility or use bill, except as otherwise specifically required herein.

Installments maturing on existing encumbrances, if any, during the period of this escrow, shall be paid by the SELLER.

Escrow Agent will make prorations on the basis of a 30-day month. The closing date shall be when all conditions for close of escrow have been satisfied. Escrow Agent may execute on behalf of the Parties herein, form assignments of interest, if any, insurance policies (other than title insurance) presented herein and forward them upon close of escrow to the agent and/or company insuring with the required, first, that insurer consent to such transfer or attach loss payable clause or make such other additions or corrections as may have been specifically required herein, and second, that the agent thereafter return such policies to Escrow Agent for delivery to such Party as may be entitled thereto.

If, under these instructions, a commission is to be paid to any third party, then, notwithstanding any conflicting provisions herein contained, the party obligated to pay this commission shall not acquiesce in any mutual cancellation of these instructions without having first delivered written consent of the party entitled to the commission to the Escrow Agent.

Escrow Agent shall have no liability in connection with any personal property which is the subject of this escrow.

Escrow Agent will file the necessary Deeds, Trust Deeds and other instruments and then pay any encumbrance found against said property, except as set forth herein.

The undersigned agree to pay all charges, billings, advances and expenses, including cancellation fees that are properly chargeable to the undersigned and further, to pay any balance for fees, costs or shortages due in connection with these instructions.

The undersigned acknowledge that Escrow Agent is not licensed to practice law and that Escrow Agent's duties and obligations under this Agreement are limited to those of an escrow holder. The undersigned have not been referred to any named attorney(s) or discouraged from seeking the advice of an attorney but have been requested to seek legal counsel of their own choosing, at their own expense, if they have any doubts or questions concerning any aspect of this transaction.

The undersigned grant Escrow a Limited Power of Attorney to correct and initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by any of the Parties. In the event Escrow exercises this Limited power of Attorney, a copy of the document(s) corrected and/or initialed will be sent to the affected Party.

This agreement in all its parts applies to, insures to the benefit of, and binds all Parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

These instructions may be executed in any number of counterparts each of which shall be considered as an original effective as such.

Escrow Agent is authorized to complete all necessary actions set forth herein upon receipt of an electronic copy (fax or email) of these signed instructions without receipt of original.

Seller:

Eustachius Bussey

Date: 4/30/19

Date: 5/2/2019

Buyer:

Precision Assets

By:

WFG National Title Insurance Company
a Williston Financial Group company

SUPPLEMENTAL ESCROW INSTRUCTIONS
HOLDBACK OF FUNDS

Escrow No.:	19-282990
Buyer:	Precision Assets
Seller:	Eustachius Bursey
Property Address:	59 Sacramento Dr, Las Vegas, NV 89110

To: WFG National Title Insurance Company, Escrow Agent

Escrow Agent is authorized and instructed to hold back from the Assinor funds collected by Escrow Agent in the closing of the escrow the amount of $2,500.00 ("Holdback"), representing Post Possession Holdback.

The Holdback shall be held in Escrow Agent's non-interest bearing trust account and shall be administered by Escrow Agent as set forth in these Instructions.

CONDITIONS FOR RELEASE/PAYMENT OF FUNDS:

Assignor authorized Escrow Agent to holdback $2,500.00 out of the Assignment Fee until tenant vacates. Per agreement between tenant and seller, buyer is purchasing property subject to lease agreement ending on 05/30/2019. Buyer agrees to release entire holdback to Assignor if tenant is out on or before 06/04/2019. In the event the tenant has not vacated on agreed upon date, buyer agrees to supply formal eviction on or before 06/01/2019. If tenant fails to vacate by 06/05/2019, buyer shall be entitled to retain $100/day in damages from holdback funds until the property is vacant. Assignor makes no guarantees of property condition.

In the event the forgoing conditions to disbursement have not been satisfied on or before June 4, 2019, as determined by Escrow Agent, Escrow Agent, in its sole and absolute discretion shall have the right to deliver the funds held to the real estate agent representing the Buyer or Escrow Agent shall have the right to interplead and deliver the Holdback to a Nevada court in accordance with the interpleader statutes of the State of Nevada

Escrow Agent shall not be held liable for any bill or group of bills presented individually or collectively in excess of the amount held. In the event funds held total less than the bills presented, pay entire amount held and notify parties hereto that amounts held were not sufficient to satisfy bills presented. Any amounts remaining due will be the responsibility of the parties hereto and shall not be the responsibility of the Escrow Agent.

Upon disbursements of funds this escrow shall terminate. Any modification(s) of these instructions shall be given mutually by the undersigned in writing and Escrow Agent is specifically instructed that only such mutual instructions are to be recognized.

If these Instructions or any matter relating hereto shall become the subject of any litigation or controversy, the Parties shall jointly and severally indemnify, defend (with counsel satisfactory to Escrow Agent) and hold Escrow Agent free and harmless from any loss, claim, suit, or expense, including attorneys' fees, that may be suffered by it by reason thereof, other than as a result of Escrow Agent's breach of these Instructions, negligence or willful misconduct.

Escrow Agent shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, or as to the identity, authority or rights of any person executing such instrument. It is agreed that the duties of Escrow Agent are purely ministerial in nature, and that Escrow Agent's duties hereunder shall be limited to the safekeeping of the Holdback and documents received by it, and for their disposition in accordance with the terms of these Instructions. Escrow Agent may seek the advice of independent legal counsel in the event of any dispute or question as to the construction of any of the provisions of these Instructions or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken or suffered by it, except for Escrow Agent's negligence or willful misconduct.

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(702) 777-8292

These instructions may be executed in counterparts, each of which shall be deemed an original, regardless of the date of execution and delivery. All such counterparts shall constitute one and the same document.

Assignor: **Date:** _____

HCO Residential, LLC

By: _____
Danielle Crowell

Buyer: **Date:** 3/2/2019

Precision Assets

By: _____

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-8292

WFG National Title Insurance Company
a Williston Financial Group company

April 30, 2019

Escrow Officer: Jenine Santos
Escrow No.: 19-282990
Property Address: 59 Sacramento Dr, Las Vegas, NV 89110

AMENDMENT TO ESCROW INSTRUCTIONS

BUYER ASSIGNMENT OF BENEFICIAL INTEREST

Previous instructions in the above numbered escrow are hereby modified and/or supplemented in the following particulars only:

Seller herein acknowledges and agrees buyer's interest has been assigned to Precision Assets as new buyer to this transaction.

By signing below, the undersigned Buyers acknowledge they have read and agree to all of the terms and conditions of the original purchase contract dated 04/19/19

This Assignment may be executed in any number of counterparts, each of which shall be considered as an original and effective as such.

All parties acknowledge buyer will pay HCO Residential, LLC an assignment fee at the close of escrow.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

EACH OF THE UNDERSIGNED STATES THAT EACH HAS READ THE FOREGOING INSTRUCTIONS UNDERSTANDS THEM AND ACKNOWLEDGES RECEIPT OF A COPY OF THESE INSTRUCTIONS.

Seller: **Date:** 4/30/19

E. C. Bursey

Eustachius Bursey

Buyer: **Date:** 5/1/19

Precision Assets

By: _____

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(702) 777-8292

EXHIBIT “24”

EXHIBIT “24”

Receipt For Wire

WFG National Title Insurance Company

12909 SW 68th Parkway, Ste 350

Portland, OR 97223

Wells Fargo Bank, N.A., ABA: 121000248, Account: 4782323182

Receipt Number:	18716
File Number:	19-282990
Property Address:	59 Sacramento Dr, Las Vegas, NV 89110
Printed Date:	5/2/2019 2:34:45 PM
Received Date:	05/02/2019
Received By:	Rheanna Vasselle
Amount:	$148,366.94
Payor:	Precision Assets
Bank:	
Account Number:	
Routing Number:	

Memo:

Note:

Description	Amount
Allocation for Precision Assets	$148,366.94
	$148,366.94

Received By Rheanna Vasselle Date

Incoming Wire Detail

File:	19-282990	System ID:	4784429
Date:	05/02/2019	Imported Date:	05/02/2019 2:12 PM
User:	Rheanna Vasselie		
Transactee:	Precision Assets		
Amount:	$148,366.94		
Confirmation #:	0502B6B7HU3R013956		
Receiving Bank:	Wells Fargo Bank, N.A. San Francisco, CA		
Receiving ABA:	121000248		
Receiving Account:	4782323182		
For Credit Of:			
Memo:			
Note:			
Sending Bank:	BANK OF AMERICA, N.A. 222 BROADWAY NEW YORK,US 10038 PRECISION ASSETS 8367 W FLAMINGO RD STE 101 LAS VEGAS, NV, 89147 US		
Broker/Lender Info:			
Borrower Info:	59 SACRAMENTO		
Additional Info:	TIMESTAMP: 190502155355 (Time Released) Unknown: 026009593 BANK OF AMERICA, NEW YORK, NY 100, 33RD STREET WEST NEW YORK NY 10001 2019050200416801 RFB: 262456032 OPI: 501012226818 /FTR/		
Beneficiary:	4782323182 WFG NATIONAL TITLE 7450 ARROYO CROSSING PKWY #270 LAS VEGAS, NV, 89113, US		
Payment Ref #:	190502166838		

EXHIBIT “25”

EXHIBIT “25”

Inst #: 20190502-0003510
Fees: $40.00
RPTT: $663.00 Ex #:
05/02/2019 03:49:14 PM
Receipt #: 3700742
Requestor:
WFG NATIONAL TITLE COMPAN
Recorded By: SOV Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN#: 140-31-810-025
Escrow No. 19-282990

MAIL TAX STATEMENT TO AND WHEN RECORDED RETURN TO:
Precision Assets
6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

GRANT, BARGAIN, SALE DEED

R.P.T.T. **$663.00**

THIS INDENTURE WITNESSETH: That

Eustachius C Bursey, an unmarried individual,

for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to

Precision Assets,

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO:
1. Taxes for the fiscal year 2018-2019.
2. Rights of way, reservations restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

WITNESS my hand this 30th day of April, 2019.

E. C. B.

Eustachius Bursey EUSTACHIUS BURSEY

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 30th day of April, 2019 by Eustachius Bursey.

Notary Public for Nevada
My Commission Expires: 11/26/21

JENINE A. SANTOS
Notary Public-State of Nevada
APPT. NO. 10-1946-1
My Appt. Expires 06-26-2021

EXHIBIT "A"
LEGAL DESCRIPTION

Lot Eighty-seven (87) in Block Five (5) of Amended Plat of Meadow Homes Unit No. 3, as shown by Map thereof on File in Book 9 of Plats, Page 63 in the Office of the County Recorder of Clark County, Nevada.

APN: 140-31-810-025

EXHIBIT “26”

EXHIBIT “26”

WFG National Title Insurance Company
a Williston Financial Group company

7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone: (702) 777-8292
Fax: (702) 921-9600

April 15, 2019

Precision Assets, LLC
6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

Escrow Number: 19-274856
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110

Congratulations on the closing of the above referenced escrow. Enclosed please find:

- Refund, if any, as shown on your final settlement statement.
- Final Settlement Statement. **(PLEASE RETAIN FOR TAX PURPOSES)**
- Original Recorded Document(s)
- Title Insurance Policy to follow

Thank you for the opportunity to be of service to you in this transaction. We look forward to working with you again.

Sincerely,

Jenine Santos

Jenine Santos, Escrow Officer
jenine.santos@wfgnationaltitle.com
(702) 777-8292

EXHIBIT “27”

EXHIBIT “27”

WFG National Title Insurance Company
a Williston Financial Group company

7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone: (702) 777-8292
Fax: (702) 921-9600

May 6, 2019

Precision Assets
6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

Escrow Number: 19-282990
Property Address: 59 Sacramento Dr, Las Vegas, NV 89110

Congratulations on the closing of the above referenced escrow. Enclosed please find:

- Final Settlement Statement. **(PLEASE RETAIN FOR TAX PURPOSES)**
- Original Recorded Document(s)

Thank you for the opportunity to be of service to you in this transaction. We look forward to working with you again.

Sincerely,

Jenine Santos

Jenine Santos, Escrow Officer
jenine.santos@wfgnationaltitle.com
(702) 777-8292

Exhibit 28

Exhibit 28

WFG National Title Insurance Company
a Williston Financial Group company

330 S Rampart Blvd, Suite 350
Las Vegas, NV 89145
Phone (702) 728-5295

Precision Assets
6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

File No.: 19-282990
Property: 59 Sacramento Dr
Las Vegas, NV 89110

Please find enclosed your Policy of Title Insurance with regard to the above referenced matter.

Please keep your Policy of Title Insurance in a safe place.

If you have any questions regarding the policy, please do not hesitate to contact the office noted above.

WFG National Title Insurance Company
a Williston Financial Group company

ALTA 6-17-06 OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A

Name and Address of Title Insurance Company: **WFG National Title Insurance Company**
12909 SW 68th Parkway, Suite 350, Portland, OR 97223

File No.:	**19-282990**	Policy No.:	**31554004071566**
Amount of Insurance:	**$130,000.00**	Premium:	**$554.00**
Address Reference:	**59 Sacramento Dr, Las Vegas, NV 89110**		
Date of Policy	**May 2, 2019 3:49PM**		

1. Name of Insured:
   Precision Assets
2. The estate or interest in the Land that is insured by this policy is:
   Fee Simple
3. Title is vested in:
   Precision Assets
4. The Land referred to in this policy is described as follows:
   See Exhibit "A" attached hereto and made a part hereof

WFG National Title Insurance Company

Authorized Signature

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EXHIBIT "A"
LEGAL DESCRIPTION

All that certain real property in the County of Clark, State of Nevada, described as follows:

Lot Eighty-seven (87) in Block Five (5) of Amended Plat of Meadow Homes Unit No. 3, as shown by Map thereof on File in Book 9 of Plats, Page 63 in the Office of the County Recorder of Clark County, Nevada.

Tax Account No(s): 140-31-810-025

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ALTA 6-17-06 OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

File No.: **19-282990** Policy No: **3155400407156631554004071566**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

GENERAL EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuane thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.

6. Any lien, or right to a lien, for services, labor, material or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS

7. Water rights, claims or title to water, whether or not the matters excepted are shown by the public records.

8. Mineral rights, reservations, easements and exclusions as contained in the Patent conveying said land.

9. Easements and Dedications as indicated or delineated on the Plat of said subdivision on file in Book 8 of Plats, Page 85, of Official Records.

10. Easements and Dedications as indicated or delineated on the Plat of said subdivision on file in Book 9 of Plats, Page 50, of Official Records.

11. Easements and Dedications as indicated or delineated on the Plat of said subdivision on file in Book 9 of Plats, Page 63, of Official Records.

12. Taxes and charges, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:

Tax Year:	2019
Tax Type:	County
Tax ID No.:	140-31-810-025
Taxing Entity:	Clark County Treasurer

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Total Annual Tax:	$527.04
First Installment:	$133.54
First Installment Status:	Paid
First Installment Due/Paid Date:	August 20, 2018
First Installment Delinquent Date:	August 30, 2018
Second Installment:	$131.76
Second Installment Status:	Paid
Second Installment Due/Paid Date:	October 1, 2018
Second Installment Delinquent Date:	October 11, 2018
Third Installment:	$131.76
Third Installment Status:	Paid
Third Installment Due/Paid Date:	January 7, 2019
Third Installment Delinquent Date:	January 17, 2019
Fourth Installment:	$131.76
Fourth Installment Status:	Paid
Fourth Installment Due/Paid Date:	March 4, 2019
Fourth Installment Delinquent Date:	March 14, 2019
Notes:	View Taxes

13. Any possible delinquent or outstanding municipal city liens or assessments for contract service provided to said land by reason of being located within the incorporated boundaries of Las Vegas, Nevada, which is subjects the same to its city charter and mandatory rules and regulations.

14. The herein described property lies within the boundaries of the Clark County Sanitation District, and is subject to any and all fees that may be due it.

15. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the Nevada Revised Statutes.

END OF SCHEDULE B

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WFG National Title Insurance Company
a Williston Financial Group company

OWNER'S POLICY OF TITLE INSURANCE
Issued by
WFG NATIONAL TITLE INSURANCE COMPANY
POLICY NUMBER: 31554004071566

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WFG NATIONAL TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetence, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Issued by:
WFG National Title Insurance Company

Authorized Countersignature

WFG NATIONAL TITLE INSURANCE COMPANY

By
President

ATTEST
Secretary

1974

Form No. 3155400

ALTA Owner's Policy
Revised 06-17-06

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3. Unmarketable Title.

4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (a) the occupancy, use, or enjoyment of the Land;

   (b) the character, dimensions, or location of any improvement erected on the Land;

   (c) the subdivision of land; or

   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

      (i) to be timely, or

      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

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EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) the term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin,

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity,

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured, (2) if the grantee wholly owns the named Insured, (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured

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Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

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(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or

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conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 12909 SW 68th Pkwy., Suite 350, Portland, OR 97223, Attention: Claims Department. WFG National Title Insurance Company's telephone number is (800) 334-8885. Email address: claims@wfgnationaltitle.com.

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WFG National Title Insurance Company
a Williston Financial Group company

ABOUT YOUR PRIVACY

At WFG, we believe it is important to protect the privacy and confidences of our customers. This notice is intended to explain how we collect, use, and protect any information that we may collect. It will explain the choices you may make about the use of that information.

What Information Do We Collect About You?

We collect certain types of information about you. This may consist of:

- Your name, address, and telephone number.
- Your email address.
- Your social security or government ID numbers.
- Your financial information.

We collect this information from:

- The application or other forms you fill out with us.
- The correspondence you and others direct to us.
- Our transactions with you.
- Others involved in your transaction, including the real estate agent or lender.

In some cases, we collect information from third parties. For instance, we may receive real estate information from local assessor's offices.

How Do We Use This Information?

We use the information we collect to respond to your requests. **WE DO NOT SHARE** your information with other companies.

How Can You "Opt Out?"

We do not share your information so there is no need to opt out.

The information We Collect About You On Our Website
When you enter our website, we automatically collect and store certain information. This consists of:

- Your IP Address
- (Internet Protocol Address) and domain name.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.

If you register with us or fill out an on online survey, we will collect additional personal information, such as your name, telephone number, email address and mailing address.

Cookie Usage

In order to provide you with customized service, we make use of "cookies." Cookies are essentially files that help us identify your computer and respond to it. You may disable cookies on your own computer, but you may not be able to download online documents unless cookies are enabled.

How We Use Information

The information we collect concerning:

- Your browser
- The time and date of your visit
- The web pages or services you accessed

is used for administrative and technical purposes. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you here, assess how our advertisements on other sites are working, and to help with maintenance.

We use information contained in your emails only for the purpose of responding to those emails. If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

Your Right to See and Correct Information

If you wish to see the information collected about you, please contact your settlement agent.

Children's Policy

We do not knowingly collect information from children under the age of 18. We delete any information that we discover has been provided by children.

Security

--Generally

We make every effort to protect the integrity of your information. Any personal information you enter into online forms or surveys will be encrypted to ensure it remains private. We limit the right of access to your information to employees that need to use the information to respond to or process your request or transaction. We also take industry standard (IPSEC) measures to protect our sites from malicious intrusions or hacking.

--Phishing and Pretexting

As you know, consumers are increasingly targeted by unscrupulous persons attempting to acquire sensitive personal or financial information, by impersonating legitimate businesses. We will never send you an unsolicited email or other communication requesting your private information. If you receive a communication directing you to enter your personal information, please disregard the instruction and contact us immediately at Compliance@wfgnationaltitle.com.

Oregon Residents

We may not disclose personal or privileged information about you unless we provide you with a disclosure authorization form that is executed by you or your representative and otherwise complies with certain statutory requirements. Any such authorization is not valid for more than 24 months and may be revoked by you at any time, subject to the rights of anyone who relied on the authorization prior to your notice of revocation.

In addition, if your personal or privileged information was collected or received by us in connection with a title insurance transaction, we cannot disclose such information if the disclosure authorization form that you executed is more than one year old or if the requested disclosure is for a purpose other than a purpose expressly permitted by statute.

You have the right at any time to request in writing access to recorded personal information about you that is reasonably described by you and reasonably available to us. Within 30 days of the date of our receipt of any such written request from you, we will inform you of the nature and substance of any such information, permit you to see and copy that information or obtain a copy by mail, disclose the identity, if recorded, of the persons to whom we have disclosed such information during the previous two years, and provide you with a summary of the procedures by which you may request that such information be corrected, amended or deleted.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt out of tracking their internet access (Do Not Track or DNT), we do not currently respond to the various DNT signals.

How to Contact Us

If you have any questions about our privacy policy, please contact WFG:

- By email: Compliance@wfgnationaltitle.com
- By telephone: 800-385-1590
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223
- In person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC
WFG NATIONAL TITLE INSURANCE COMPANY
WFG LENDER SERVICES, LLC
WFGLS TITLE AGENCY OF UTAH, LLC
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
WFG NATIONAL TITLE COMPANY OF CALIFORNIA
WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
UNIVERSAL TITLE PARTNERS, LLC
VALUTRUST SOLUTIONS, LLC
WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC
WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE
INLAND PROFESSIONAL TITLE LLC D/B/A WFG NATIONAL TITLE COMPANY OF EASTERN WA
WFG NATIONAL TITLE COMPANY OF COLORADO

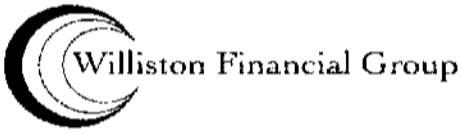

Exhibit 29

Exhibit 29

Dattala vs Bursey, et al.

Deposition of

BONITA SPENCER

October 15, 2019

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

vs.

CASE NO.
A-19-794335-C

EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC, and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X,

Defendants.

_____/

DEPOSITION OF BONITA SPENCER

Taken at the offices of Benjamin B. Childs, Esq.

on Tuesday, October 15, 2019

at 4:17 p.m.

at 318 South Maryland Parkway
Las Vegas, Nevada

Reported by: Denise R. Kelly, CCR #252, RPR

APPEARANCES:
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INFORMATION TO BE SUPPLIED

None

LAS VEGAS, NEVADA, TUESDAY, OCTOBER 15, 2019,
4:17 P.M.
* * * * *
(Deposition Exhibits 1 through 4 marked.)

BONITA SPENCER,
having been first duly sworn, was examined and testified as follows:

(Prior to the commencement of the deposition, all counsel present agreed to waive statements by the court reporter pursuant to Rule 30(b)(4) of the NRCP.)

EXAMINATION

BY MR. CHILDS:

Q. Can you state your name and spell your last name for the record.
A. Bonita Spencer. Last name S-p-e-n-c-e-r.
Q. Bonita, we are here because of a transaction document that you notarized on April 5th, 2019. And so you provided a copy of the --
First off, have you read Exhibit 1, which

is the Admonitions for a Deposition?
A. Yes.
Q. Do you have any questions about that?
A. Hum-um.
Q. Exhibit 2 is the copy of the notary journal you provided. I want you to look at that.
And then I think Exhibits 3 and 4 are the subject documents.
Do you have an independent recollection of doing that?
A. What?
Q. Doing that notarization process?
A. Um-hum. Yes.
Q. Tell me what you remember.
A. I remember that I was contacted by either Eustachius or John to come notarize some documents through, it's like a notary, mobile notary referral service. So I'm not for sure who contacted me.
So I went to the property. I think it was on Sacramento, wherever John is. It has all that stuff out front. But I spoke to John, because initially he couldn't find his ID and then he found it.
So once I get to the property, I met John there. Eustachius wasn't there. And then Eustachius

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came with a female and presented two documents. John gave me his ID. I put his information in my book, and then I notarized his signature and that was it.
Q. Did you notarized Bursey's signature?
A. No, just John's, which he acknowledged the last time I was here in your office.
Q. Have you talked to him since this?
A. Hum-um.
Q. Just when we had the Early Case Conference?
A. Yeah. Because he remembered who I was. Not the Early Case Conference. Yeah, when I came to your office.
Q. That's what it was.
A. Yes.
Q. So this Exhibit 2 notes that you were notarizing a Warranty Deed and a Deed of Trust?
A. Correct.
Q. So did you read those documents or how did you get those?
A. Because I looked at the title of the documents. You are supposed to write down the title of the document and that's what I did.
Q. The first page of the document?

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A. (Deponent nods head.)
Q. I want to walk through this very slowly, because it's a critical thing in your case.
A. Okay.
Q. There were two multiple-page documents, correct?
A. I believe so, yes.
Q. Let's start with the first one. It's the top one in your notary book, the Warranty Deed.
A. Um-hum.
Q. So you wrote down -- this is your handwriting in the notary book, right?
A. Correct.
Q. Under "Type of Document," okay. And you got that from the first page --
A. Of the document, yes.
Q. -- of the document.
Did you read the document at all or just the first page?
A. Nope, hum-um.
Q. How many pages was it?
A. I can't recall. I don't know how many pages there were, but there were more than one. I would say probably three, so maybe three.
Q. Let's just talk about the Warranty Deed

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and then we will talk about the other one.
A. Yeah. There are two documents, they were multiple pages, though.
Q. So what was the sequence of how you performed this notary act? Were you at John's house?
A. Correct.
Q. Inside the house?
A. Outside. We were outside.
Q. Outside the house, okay.
A. Yes.
Q. Just tell me the sequence of how things transpired. You showed up.
A. Um-hum. John met me. He came outside, because I knocked on the door. And we had to wait for Eustachius, I guess, to bring whatever we were going to notarize on those documents.
So when we get there, John gave me his ID and we used a little tray, a tray that John had outside. Because I admired it because it was like a collection. He had a bunch of old stuff out front.
And then we used that tray to write on, because, of course, we were outside.
So he presented me with his ID. I wrote it in my book. He signed my book. And then he signed the documents. And then I notarized his signature,

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his signature on those documents.
Q. And did John have the documents or Eustachius?
A. No. Eustachius brought them.
Q. He brought them?
A. Yes. He told me that they were prepared by some Legal Shield or something like that. Because when I was looking at the documents, you know, I did notice, because being a paralegal, I just know when documents aren't, you know, they just don't look -- there were a lot of mistakes in there. So that's why I just pointed those out.
I'm like, "Who prepared those?" And that's when he said, "It was like a Legal Shield or Legal something that prepared the documents."
Q. And let's just talk about them one at a time.
On the Warranty Deed, it was two to three pages?
A. Um-hum.
Q. And then Bursey brought both the documents together?
A. Um-hum.
Q. And then did they read them at all or did John sign it right there?

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A. He just signed it right there. They didn't like go through the documents.
Q. So presumptively the last page of the document, let's look at Exhibit 3, John's signature is on just a separate page. Do you recognize Exhibit 3?
A. Do I recognize it?
Q. Is this the document that you notarized?
A. Well, it says a Quitclaim. So obviously it wouldn't be a Quitclaim Deed if that's not what my book states, because my book states Deed of Trust/Warranty Deed.
Q. Again, I just want to talk about them one at a time. The Warranty Deed. So you can look at the whole document. Does it say anywhere on Exhibit 3 Warranty Deed?
A. Not anywhere that I see it.
Q. So John's signature is on a totally separate page from the notary page. Is that what you recall?
A. Um-hum, yes. The notary acknowledgment was like this.
Q. Was a totally separate page from John's signature?
A. It was a complete document, but the notary acknowledgment was on the last page.

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Q. And John's signature page is a totally separate page from the rest of the document, is that what you recall?
A. I didn't pay attention to it. I just saw him sign it and I notarized it.
Q. On the separate page.
See, this is a notary acknowledgment as if he had signed it before, and then he came and --
A. He signed it in my presence, yes.
Q. And so this notary acknowledgment is actually inaccurate, because he signed it in front of you, right?
A. An acknowledgment can be attached to the back. It doesn't say that it was brought to me. It's just an acknowledgment of you notarizing that person's signature on that date.
Q. There is a couple of --
A. There's a couple of notary acknowledgments.
Q. Yes, and way to go about it. This one says that he --
A. It says "personally appeared, John," which not saying that he brought to me, it said he personally appeared.
Q. "And acknowledged to me that he executed the same in his authorized capacity."
And it doesn't say he signed it in front of you, though.
A. I dated it on April 5th before me personally appeared John. That's why you write the date in there.
Q. Got it.
So let's go on to the Deed of Trust, Exhibit 4. Let me ask just a question about that. Do you remember how many pages that was?
A. Probably two or three.
Q. And when you write the type of document description, you just in a sense you look at the first page and it's --
A. Correct.
Q. -- all caps in bold?
A. Because I need to know what document, I mean what the title of the document that I'm notarizing the signature on.
MR. FRONCZEK: Sorry, which document number is the Deed of Trust?
MR. BAO: Exhibit 4.
MR. CHILDS: That's the issue. Thank you.
///

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BY MR. CHILDS:
Q. Let me ask you this. Go back a little bit to the Quitclaim Deed. If you had been presented with Exhibit 3 --
A. Um-hum.
Q. -- what would you have written in for "Type of Document"?
A. Quitclaim Deed for Nevada.
Q. On Exhibit 4, if you were presented with Exhibit 4, what would you have written in the "Type of Document" section?
A. Deed of Full Reconveyance, because that's the title.
Q. That's the caps bold?
A. Correct.
Q. And then the rest of the document follows after that?
A. Um-hum.
Q. Now, this one actually has the signature page --
A. On the same.
Q. -- on the same, yes.
A. And this is the one I made the comment on because it was all messed up. Like you see the State of Nevada and County, it's all...

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Q. Who filled that in?
A. I put Clark, because that's what I'm supposed to.
Q. It doesn't have the right margins, you're talking about the SS?
A. Yes.
Q. It looks funky.
And Bursey told you that it was drafted on a website or something?
A. I think it was like Legal Shield or something. You know, that you pay those. You know those things. But something like that. But he is the one who had the documents with him.
Q. Is this document that you provided as Exhibit 2 a true and accurate copy of your notary journal?
A. I have my notary journal with me.
Q. Do you want to get it out and compare it just to clarify?
I just want you to compare it.
A. I know, I have done it.
Q. What you provided that I've attached as Exhibit 2 is a true and correct copy of the notary journal?
A. Yes.

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Q. And that notary journal has been in your sole possession since you've had it?
A. Correct.
MR. CHILDS: I'll pass the witness.
MR. DZIMINSKI: I don't have any questions.
MR. BAO: Did you want to put the same objection on for this one?
MR. CHILDS: I object to Mr. Bao, because he hasn't filed an Answer or appearance or done a Case Conference Report, for the record.
MR. BAO: And counsel and I spoke before the deposition, and I completely understand counsel's objection. At the same time we have not filed a pleading; therefore, our Rule 16.1 obligations have not been triggered. We have a pending motion to dismiss.
We are here today because we think it's more judicially economical to question Ms. Spencer instead of asking her to appear twice for a deposition should we remain in the case.

EXAMINATION

BY MR. BAO:
Q. Hello, Miss Spencer. My name is Andrew Bao. I'm an attorney for defendants Precision Assets, LLC and WFG National Title Company in this matter.

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I just have a few follow-up questions for you regarding the notarizations that we have been discussing.
How long have you been a notary, licensed notary?
A. Oh, I don't know exactly how long.
Q. It's okay. Approximately?
A. Five years, I think, something like that.
Q. In that five years have you been a licensed notary continuously?
A. Yes, um-hum.
Q. And you mentioned you were a paralegal?
A. Yes.
Q. How long have you been a paralegal?
A. 15 years.
Q. Continuously?
A. Yes.
Q. Now, you also mentioned John or Eustachius contacted you to notarize this, but you also mentioned a mobile notary, correct?
A. Either one of them contacted this other lady who provided my number. That's how they got my number.

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Q. Have you had, I guess, notary assignments through that setup before?
A. Correct.
Q. What is the name of the mobile notary company?
A. She just runs an ad. There is like a mobile notary. She just has Google ads, because she used to do it full time. And then when she can't, it's like a referral. So if she can't do the notarization, she will refer it to me or give them my number.
Q. What is the name?
A. Susan. What is Susan's last name? I can't recall the last name, but her first name is Susan.
Q. Susan is also a notary?
A. Um-hum. There is like three or four of us. And I'm not for sure of the other ones. But I know if the person who contacts the original notary, if they can't, they will provide a telephone number of two or three other notaries that may be able to handle it.
Q. For this particular notary assignment, you recall Susan contacted you to do it?
A. No, she didn't contact me. Either

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Eustachius or John contacted Susan and she provided my number and they called me.
Q. Thank you.
So after these documents are notarized and put in your book, who do you return the documents to or did they just take them?
A. They took them, um-hum.
Q. Other than John, Eustachius, and Susan, and the other individuals within this mobile notary sort of collection, did you speak or communicate with anybody else regarding this notary assignment?
A. No.
Q. WFG National Title Company, do you recognize that name?
A. (Deponent shakes head.)
Q. Do you recall ever notarizing anything on --
MR. CHILDS: Make sure she answers.
THE WITNESS: No. I'm sorry. No.
BY MR. BAO:
Q. So no to both?
A. No. No. Yes.
Q. Have you ever worked or have you ever been an employee of WFG at any time?
A. No.

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Q. Have you ever received any training or supervision from WFG in any capacity?
A. No.
Q. How about Precision Assets, LLC, have you heard of that entity?
A. No.
Q. Do you recall ever notarizing anything on behalf of Precision Assets, LLC?
A. No.
Q. Do you recall communicating with Precision Assets, LLC in regards to this notary assignment in any capacity?
A. No.
MR. BAO: No further questions. Pass the witness.

EXAMINATION

BY MR. FRONCZEK:
Q. Hello. I'm Thomas Fronczek. I'm the attorney for Eustachius Bursey.
If I can refer you to Exhibit No. 2. This is the excerpt from your notary book.
A. Okay.
Q. It has an entry for April 5th, 2019, Warranty Deed/Deed of Trust and it has Dattala's signature on it. Were there any other entries for this date?
A. No.
Q. With either Dattala's name on it or Bursey's?
A. No.
Q. Later on, and we had discussed this previously or you had testified about it previously, you notarized the signature for Mr. Dattala on a document called Reconveyance, I believe. One was Quitclaim Deed and one was --
MR. CHILDS: I'm objecting to that, because that's not what her testimony was.
BY MR. FRONCZEK:
Q. Deed of Full Reconveyance?
A. And I never said that.
Q. Did the names of those two documents match the names of the documents in your notary book?
A. No. My notary book states Warranty Deed and Deed of Trust.
Q. Why does your notary book state Warranty Deed and Deed of Trust?
A. Because those were the title of the documents that were presented at the time of the notarization.

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Q. Who gave you the title of the documents?
A. I saw them.
Q. Are those the same documents as these ones that you notarized later on that we have been discussing?
A. Well, it appears that they are not, because one says Quitclaim Deed and the other says Deed of Full Reconveyance.
Q. Is it normal for there not to be separate entries for each document?
A. If you are doing two documents or more than one, you can put them on the same date.
Q. Should there have been an entry for the two documents that you notarized later on?
A. No. What do you mean that I notarized later on?
Q. I mean the ones that are exhibits?
A. No, we can put them in there. Yeah, because they are on the same date.
Q. Is that what this line is referring to, these two documents?
A. I put Warranty Deed/Deed of Trust.
Q. And that refers to the other two documents that are attached as exhibits?
A. No. The documents that are attached as

exhibits say Deed of Full Reconveyance and the other one says Quitclaim Deed, that's not what my book states.

Q. Is there any entry in your notary book for those --

A. Nope.

Q. -- other two?

A. Hum-um.

MR. FRONCZEK: Nothing further.

MR. CHILDS: We are done. We can go off the record.

(Discussion held off the record.)

COURT REPORTER: Would anyone like a copy of today's deposition transcripts?

MR. CHILDS: I'm going to want both of them.

MR. DZIMINSKI: I don't need either.

MR. FRONCZEK: Not at this time. Thank you.

MR. BAO: No, thanks.

(Whereupon, the deposition concluded at 4:38 p.m.)

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

I Denise R. Kelly a Certified court Reporter duly licensed by the State of Nevada do hereby certify:

That I reported the deposition of BONITA SPENCER commencing on Tuesday October 15, 2019, at the hour of 4:17 p.m.

That prior to being deposed, the deponent was duly sworn by me to testify to the truth

That I thereafter transcribed my said stenographic notes into written form;

That the typewritten transcript is a complete, true and accurate transcription of my said stenographic notes;

I further certify that pursuant to NRCP Rule 30(e)(1) that the signature of the deponent:

__ was requested by the deponent or a party before the completion of the deposition.

_X_ was not requested by the deponent or a party before the completion of the deposition.

I further certify that I am not a relative

or employee of counsel or of any of the parties involved in the proceeding, nor a person financially interested in the proceeding.

IN WITNESS WHEREOF I have set my hand in my office in the County of Clark State of Nevada this 22nd day of October 2019.

Denise R. Kelly
CCR #252, RPR

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Exhibit 30

Exhibit 30

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DECLARATION OF CODY RAYNOHA IN SUPPORT OF DEFENDANT PRECISION ASSETS' MOTION FOR SUMMARY JUDGMENT

Cody Raynoha, under penalty of perjury, declare as follows:

1. I am an employee of Precision Assets ("Precision"), a Nevada corporation and have been employed at Precision since approximately April 2014. This declaration is made in support of Precision's Countermotion for Summary Judgment. The following is based on my personal knowledge and if called upon to testify thereto, I could and would competently do so as to the matters set forth herein.

2. Precision is a Nevada corporation formed for the purpose of purchasing and/or investing in real properties.

3. As part of my job duties, I have access to Precision's records, documents and information that Precision retains in the regular course of business, including the purchasing of real property. It is Precision's practice to maintain records, documents and information in the ordinary course of business. I have reviewed Precision's records, documents and information for the following transactions: April 2019 purchase of 50 Sacramento Drive, Las Vegas, NV. 89110 ("50 Sacramento") and the May 2019 purchase of 59 Sacramento Drive, Las Vegas NV. 89110 ("59 Sacramento").

4. Precision has established multiple business channels whereby third parties can apprise Precision of "leads" for purchasing available residential real property. For the properties in question, Precision received information on 50 Sacramento and 59 Sacramento from "Equity Connect - Wholesale Properties" based out of Scottsdale, Arizona ("Equity Connect"). Equity Connect emails various parties information about particular properties available for purchase, including the purchase price, pictures and other important property characteristics. Precision receives emails from Equity Connect because it is signed up on an Equity Connect email list along with various other, unrelated investors in real property.

5. Once Precision receives property information, Precision determines if the property's characteristics meet Precision's criteria for purchase. If all criteria are met, Precision will send a person to inspect the property prior to purchase. If all investigation is satisfactory,

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Precision will contact the appropriate party to purchase the property. If and when escrow is open to purchase property, Precision will review the title reports and the escrow documents before completing the transaction. If Precisions suspects a title defect, constructive defect or any other material defects in the property, Precision will not proceed with the purchase. It is Precision's custom and practice to close purchases with a title policy in place for the amount of the purchase price.

6. For 50 Sacramento, Precision received the attached email from Equity Connect on April 9, 2019. Attached as **Exhibit A** hereto is a true and correct copy of the email where Precision first received notice of the 50 Sacramento property.

7. Upon completing its investigation into the property, Precision entered into an assignment of contract with HCO Residential, LLC ("HCO"). A true and correct copy of the assignment of contract is attached as **Exhibit 7**. HCO had already entered into a purchase contract with the record title holder of 50 Sacramento. A true and correct copy of the purchase contract is attached as **Exhibit 3**.

8. A true and correct copy of a check dated April 9, 2019, is attached as **Exhibit 8**, bate stamp PRECISION0224, whereby Precision paid the escrow company a $5,000.00 earnest money deposit as part of the 50 Sacramento purchase transaction.

9. On April 12, 2019, Precision executed escrow instructions to proceed with the purchase of 50 Sacramento. A true and correct copy of Precision's executed escrow instructions is attached as **Exhibit 9**.

10. On or about April 15, 2019, Precision transferred $106,675.61 via wire to complete the purchase of 50 Sacramento. A true and correct copy of this wire transaction is attached as **Exhibit 12,** bate stamped PRECISION0110.

11. As part of the 50 Sacramento purchase, Precision received a Grant Bargain and Sale Deed, recorded in the Clark County Recorder's Office. A true and correct copy of the Grant, Bargain and Sale Deed is attached as **Exhibit 13**. A true and correct copy of the owner's title insurance policy Precision received following the transaction is attached as **Exhibit 14.**

12. For 59 Sacramento, Precision received the attached email from Equity

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Connect on April 22, 2019. Attached as **Exhibit B** hereto is a true and correct copy of the email where Precision first received notice of the 59 Sacramento property.

13. Upon completing its investigation into the property, on April 30, 2019, Precision entered into an assignment of contract with HCO. A true and correct copy of the assignment of contract is attached as **Exhibit 22**. A true and correct copy of the purchase contract is attached as **Exhibit 17**.

14. On May 2, 2019, Precision executed escrow instructions to proceed with the purchase of 59 Sacramento. A true and correct copy of Precision's executed escrow instructions is attached as **Exhibit 23**.

15. On or about May 2, 2019, Precision transferred $148,366.94 via wire to complete the purchase of 59 Sacramento. A true and correct copy of this wire transaction is attached as **Exhibit 24,** bate stamped PRECISION0377.

16. As part of the 59 Sacramento purchase, Precision received a Grant Bargain and Sale Deed, recorded in the Clark County Recorder's Office. A true and correct copy of the Grant, Bargain and Sale Deed is attached as **Exhibit 25**. A true and correct copy of the owner's title insurance policy is attached to Precision's MSJ as **Exhibit 28.**

17. During both the 50 Sacramento and 59 Sacramento escrow transactions, Precision signed all escrow documents separately from the seller. WFG prepared and provided all title and closing documents for Precision's review and signature, Precision reviewed and executed the documents as WFG had prepared them and requested them to be signed, returned them to WFG and sent full payment to WFG to complete the transactions. In reviewing the escrow documents and title documents during the transactions, there was no indication of any title defect or any other defects with either property. At no time has any persons at WFG communicated to Precision any issues, suspicions or other potential problems with title to either 50 Sacramento or 59 Sacramento. Indeed, Precision received full insurance policies affirming that there were no lien, title or interest defects in title to either 50 Sacramento or 59 Sacramento. **Exhibits 14 and 28.**

18. Precision has no prior relationship with either Eustachius Bursey or John

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Dattala. Precision has never received any communications at any time before, during or after the 50 Sacramento and 59 Sacramento transactions to indicate that there were any issues with title to the properties until this lawsuit was filed.

19. I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct. Further declarant sayeth naught.

Executed on December 2, 2020.

DocuSigned by:
Cody Raynona
Cody Raynona

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Exhibit 31

Exhibit 31

Dattala vs Bursey, et al.

Videotaped Deposition of

LILLIAN MEDINA

October 15, 2019

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

vs.

CASE NO.
A-19-794335-C

EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC, and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X,

Defendants.

/

VIDEOTAPED DEPOSITION OF LILLIAN MEDINA

Taken at the offices of Benjamin B. Childs, Esq.

on Tuesday, October 15, 2019

at 2:10 p.m.

at 318 South Maryland Parkway
Las Vegas, Nevada

Reported by: Denise R. Kelly, CCR #252, RPR

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APPEARANCES (CONT'D):
Also Present:
ANDREW ROMOFF, VIDEOGRAPHER

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INFORMATION TO BE SUPPLIED
None

EXHIBITS

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LAS VEGAS, NEVADA, TUESDAY, OCTOBER 15, 2019, 2:10 P.M.

* * * * *

(Deposition Exhibits 1 through 12 marked.)

THE VIDEOGRAPHER: Good afternoon. Today is October 15th, 2019. The time is approximately 2:10 p.m. This begins the video deposition of Lillian Medina.

We are located at the Law Office of Benjamin B. Childs at 318 South Maryland Parkway, Las Vegas, Nevada 89101.

My name is Andrew Romoff, court videographer with Las Vegas Legal Video.

This is Eighth Judicial District Court, Clark County, Nevada, Case No. A-19-794335-C, in the matter of John Dattala, plaintiff, versus Eustachius C. Bursey, et al, defendants.

This video deposition is requested by the attorneys for the plaintiff.

Will counsel and all present please state your appearances for the record.

MR. CHILDS: Benjamin Childs for the plaintiff.

MR. DZIMINSKI: Brian Dziminski on behalf

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of Acry Development, LLC.
MR. BAO: Andrew Bao on behalf of defendants Precision Assets, LLC and WFG National Title Company.
MR. FRONCZEK: Thomas Fronczek on behalf of defendant Eustachius Bursey.
MR. HANSEN: Joel Hansen on behalf of Lillian Medina, defendant.
THE VIDEOGRAPHER: The witness may now be sworn in by Denise Kelly of Rocket Reporters.

LILLIAN MEDINA,
having been first duly sworn, was examined and testified as follows:

MR. CHILDS: We are ready? Okay.

EXAMINATION

BY MR. CHILDS:

Q. So how do you want me to address you?
A. Lillian is fine.
Q. Okay, Lillian. So have you reviewed what has been marked as Exhibit 1, your admonitions for a deposition?
A. Yes, sir.

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Q. Okay. Do you have any questions about that?
A. No, sir.
Q. All right. Have you ever had your deposition taken before?
A. This is my first.
Q. Okay. So why don't you give me just a very brief background of your education and work history.
A. I am born and raised in California. I went to school there, high school.
I moved out here about 26 years ago.
And I first became a notary back in California, but I didn't pursue it as much. And then I pursued by notarization here in Nevada.
What more information would you like?
Q. What is your highest level of education?
A. High School.
Q. You graduated from high school?
A. Correct.
Q. What high school did you graduate from?
A. Montebello High. Montebello, that's where I'm born and raised.
Q. Okay.
A. Well, I wasn't born in. Raised. Born in

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Bellflower, California.
Q. So what has your work history been?
A. Okay. So I have been with the law office that I'm with now since June 24th. Prior to that, I was with the other law firm, Guymon & Hendron, for over a year.
Prior to that, I worked at a restaurant. I was there for 15 years. It's a restaurant called Sonio's Cafe on Valley View and Charleston. Managed and run the restaurant for 15 years.
Prior to that, it was funny, as I mentioned to you, I worked with Wayne Murray at Acrylic Works for probably three to five years. I kind of lost track how many years I was with Wayne.
And then prior to that, I worked at Valley Hospital for seven, eight years as a CNA. But then towards my last years at Valley Hospital, I also became a call it secretary unit nurse. Secretary unit of -- secretary of the unit.
So like a surgical floor or an SICU, they would transfer to us and then we would just do all the data entry.
That's just here in Nevada. I mean, do you want to go as far back as California?
Q. Sure.

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A. The majority of my jobs have all been long term. I've never had short jobs. So when I moved -- before I moved out here, I worked in the garment industry in LA for a long time. Probably eight, nine years. Started as a receptionist. Worked my way up to production. We worked in production with the manufacturers. Then I worked with the designers. I always got promoted.
Q. So how long have you worked for law firms out here?
A. Like I said, I have been with Wayne Murray since June -- not Wayne, Brandon --
Q. We all like Wayne.
A. I know, I love Wayne.
Q. I love Wayne too.
A. I know. Brandon McCoy, I have been with him since June 24th. I remember the day.
And then prior to that, I got my offer by Gary Guymon, who I knew Gary from the restaurant. I've known Gary all my years at the restaurant 15 years. Always enjoyed talking with him.
When I left the restaurant, I was doing my notarization kind of like full time. But then to supplement my income I was doing Postmates. It's an online delivery service kind of like Grubhub. I tried

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doing Uber, which I didn't feel comfortable having somebody in my car with me. And I always was really comfortable with customer service with the food, so I liked that.

So Gary gave me the opportunity, but he didn't have anything full time. So it was only part time. So I only worked like maybe 20 hours a week with Gary.

Q. When did that start, though?

A. Gary? I can give you the actual date, because his secretary now, she has my records still. But I want to say I was -- before I went with Brandon, I was probably with Gary and Lance for like a year. A good year. But it was still part time, but it was a year. But I would always go in when somebody would call in sick. Gary or Lance would call me, "Hey, can you come in?" I said, "Sure, I'll be right here."

Q. And you worked for this other firm since June, so that's about six, seven months?

A. Yes.

Q. And so you worked for law firms for the last two years?

A. At least coming close to two years, yeah.

Q. Okay.

A. Yeah.

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Q. So you know why we are here today?

A. Sure.

Q. I'm just going to jump right into it.

A. I'm ready.

Q. Good. Me too.

MR. CHILDS: So here's these documents can just save everybody some time.

THE WITNESS: We will share.

BY MR. CHILDS:

Q. Okay. And you can look at the official one if you want to.

Let's look at Exhibit 2. You produced some documents today, right?

A. Yes, sir.

Q. And you produced some documents about, what, a month ago?

A. A month ago?

Q. Yes, because you --

A. Oh, okay, when all this started. Okay, yeah.

Q. So have you done a search of your documents related, anything related to this case?

A. As far as like what I notarized the day of the signing?

Q. Anything related to this case --

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A. Not myself.

Q. -- have you searched?

A. No.

Q. You haven't?

A. I mean, I don't understand the question. You have to excuse me.

Q. Have you tried to gather all the documents that could possibly be related to this case? Have you made any effort in that regard?

A. I brought it in.

Q. Okay. So you produced everything that you know of that you have?

A. What I have, yeah.

Q. Okay.

MR. HANSEN: We handed, we handed you and the document examiner that stack that we brought with us today.

MR. CHILDS: Okay. I'm asking that the witness answer the questions.

BY MR. CHILDS:

Q. But that raises a question. Why were those documents not produced a month ago? Why were they just produced today? Did you just find those or?

A. No, I've had them since day one.

Q. Okay.

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A. I was never asked.

Q. Okay. Let's skip right to Exhibit 8.

A. No. 8?

Q. This is an exhibit that was produced by Mr. Bursey --

A. Mr. Bursey.

Q. -- on June 3rd.

A. Okay.

Q. So it's a copy --

A. You did say No. 8, right?

Q. No. 8.

A. Okay. Make sure I'm looking at the right one.

Q. And so, how did he acquire this? How did he acquire these copies of your notary journal?

A. I sent these copies to WFG.

Q. Okay. When?

A. Oh, I don't have the actual date, sir. Probably around the time when I did my affidavit for them. So June 3rd. Around June.

Q. Okay.

A. Because this is when this was brought to my attention when this began, and they wanted to see my book.

Q. All right. Who was that? Who was your --

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who wanted to see it? Do you have the individual's name?
A. I do. Can I look for it?
Q. That's probably not a good idea, but okay.
A. I mean, I don't --
Q. If you have it.
A. Yeah, I do. But you said it wasn't a good idea, so I don't want to do anything that's not right.
Q. Those are quite a few documents.
A. Which you have.
Q. I have all those documents?
A. I don't know.
Okay. I need to look for my -- did I pass it? Jenine Santos was my contact with WFG.
Q. What did she say on June 3rd?
A. What did she say?
Q. Yeah. How did she approach acquiring a copy of your notary book?
A. She called me over the phone and she said that -- I don't remember exactly verbatim, but that Mr. Dattala was stating that he didn't sign the Affidavits of Grantor.
Q. Um-hum.
A. And she asked me, "Do you have your notarization book?" I said, "Sure." And then that's

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when I took the picture and I sent them to her.
Q. Okay. So show me where on page 8 it has his signature in there.
A. Show me, sir?
Q. Yes. In Exhibit 8.
MR. HANSEN: Show you what?
THE WITNESS: Show me what?
BY MR. CHILDS:
Q. Where it has the signature in there.
A. I don't know. I can't explain that, sir.
Q. Okay.
A. I mean, I don't --
Q. Did you intend to send her the entire portion of your notary book from April 29th, 2019?
A. I sent her what she requested.
Q. Okay. All right.
A. But I'm pretty sure I did send the signature, because I wouldn't just send this.
Q. Um-hum.
A. I mean, because this is just the beginning entry. And then the second page is the description of the documents. And then there is still an extension to that, so...
Q. How well do you know this Jenine Santos?
A. I don't know her at all.

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Q. Okay. How often do you work for WFG Title?
A. I've done a few closings. I don't know offhand. If you would like the number, I can look it up. But I don't know if it's going to be stated. But I'm an independent notary, I work with an agency.
Q. Um-hum.
A. So this assignment was given to me from my agency who was contracted with WFG --
Q. Okay.
A. -- like a third party.
Q. Well, approximately. More than 10 in the last year?
A. Oh, yeah. I've done a lot of notarizations.
Q. For WFG.
A. No.
Q. Let's be --
A. No. No. No.
Q. -- clear what the question is.
A. I can't give you a number, I'm sorry.
Q. More than five?
A. Yes. I was going to say, I feel comfortable saying more than five.
Q. Less than 20?

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A. Definitely.
Q. Okay. More than five and less than 20?
A. Definitely.
Q. In the last year?
A. Yes.
Q. Okay. For WFG?
A. Yes.
Q. Do you ever communicate with them directly or do you just go through your agency?
A. We are required to go through our agency. The only time we talk directly with the title or the escrow or the lender is if there is an issue arises at the signing table and I'm not able to get ahold of my agency, then we are given their contact information, then we can call the agent --
Q. Okay.
A. -- and ask questions should something arise.
Q. All right.
A. So we are always told to deal with the agency first, because they will communicate with the escrow title lender.
Q. So do you ever get any written instructions from --
A. Lots.

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Q. -- WFG or the --
A. Wait, from WFG?
Q. Yes.
A. Written instructions?
Q. On how to handle your assignment?
A. Could you be more specific?
Q. No.
A. I know. I wouldn't know how to answer that question.
Q. How do you know what to do?
A. Well, it would depend on what I'm notarizing. Is it a refi? Is it a HELOC? Is it an Affidavit of Grantor? Depends what it is. They are not all the same.
Q. Okay. Well, let's say it's an Affidavit of Grantor. How many times have you done that?
A. Quite a few.
Q. Okay.
A. Especially when they are refinancing, because a lot of times they will do an affidavit. They will change the Quitclaim Deed because they want to change the name from a previous marriage to the -- happens all the time.
Q. So for an Affidavit of Grantor, how do you know what to do?

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A. How do I know what to do?
Q. Yeah.
A. Okay. Well, definitely verification of the grantor who --
Q. Now, who tells you, who tells you what to do?
A. Oh, my agency gives me all the information.
Q. Okay.
A. They give me all the information. WFG will set the standard for what we are supposed to do. My agency will give me the information and let me know what we need to do.
Q. Is it just a copy of what WFG gave to them?
A. A copy? The documents are uploaded on our portal on the website. On the agency's website the documents are uploaded.
Q. On what you're supposed to go and have the person sign?
A. Correct.
Q. Are they completed and they're just ready for signature or do you fill anything in?
A. Typically they are completed. But I have had many times where I would have to assist completing

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all the information.
Q. Okay. Did you ever go through any training for -- by your agency or WFG for --
A. My agency did a training, but it wasn't related to these particular documents. But I do online schooling. Like with the National Notary Association we have to take a test annually to renew our commission. It's not the commission, but -- the National Notary Association is only good for one year. So when you renew it, you take like a test online.
And there is a variety of different documents that they try to cover what we could be possibly covering as a notary.
Q. When's the last time you renewed it?
A. Actually, that's why I brought this here. May 2019. Which we also do a background screening as well, that's part of the requirements.
So I just renewed this May 15th, 2019. And my NNA membership is good to May 31st, 2020. Because see, it's only good for a year.
Q. Okay. So let's look at Exhibit 5, which is an affidavit that was dated June 5th.
A. No, it's says June 3rd.
Q. Strike that. It's June 3rd.
A. Yes.

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Q. So did WFG ask you to fill this out or how did this one --
A. This is when everything was brought to my attention. This is when I got the call from Jenine when she said Mr. Dattala was stating that he wasn't in my presence or that he didn't sign. So she asked me to do this notarization.
This is all my information. This is all my submission. This is all my signing. Mr. Dattala was -- did not sign this document.
Q. I understand that.
So you read it before you signed it, right?
A. Of course.
Q. Okay. Is everything in there accurate?
A. Yes, sir.
Q. Okay.
A. It was from the State of Nevada for the Clark -- County of Clark. I notarized the signature of, and I stated Mr. Dattala's name. The date of my notarial act was April 29th. The type of identification provided was his Nevada driver's license. And the capacity of the signer was he was an individual and also as a grantor, which is what his capacity was for me.

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Q. Okay. Let's look at Exhibit 2. This was the meat and potatoes here. So how did you get this affidavit to sign? Did somebody have it or it was uploaded to your --
A. Yes, this is the documents that were uploaded to my portal. And so I had to print them. And then when I printed them, which I have copies here, would you like to see them?
Q. Are those the documents that were provided today?
A. Yes, yes.
Q. Yeah, I have them.
A. Just copies. So that's how they were submitted to me.
Q. Okay.
A. They were blank. Completely blank.
Q. Okay. And so how did you know where to go? And I think I have the answer to that in Exhibit 10.
A. Know where to go as far as like who was going to be the grantor?
Q. Yeah, because this is just a blank document.
A. Okay.
Q. So Exhibit 10 is the assignment, I

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believe.
A. 10. Okay, yeah. That's my, that's my assignment from.
Q. For this particular signing?
A. Yes.
Q. Okay. And so it says the contact, Mr. Bursey?
A. Um-hum.
Q. And then he is going to confirm and be at John's house. "Please be sure to make sure the notary confirms the appointment before they print the documents."
A. Which we always do.
Q. And so, it's required to get a copy of IDs and ask the notary to have borrower make a copy of this to send back with signed documents or have borrower send it to escrow directly?
A. Um-hum.
Q. Okay. And so, do you have -- did you get Mr. Bursey's ID?
A. So when I called to make the appointment with Mr. Dattala --
Q. That's a "yes" or "no" question.
A. Oh, pardon me. Yes.
Q. Oh, good. Do you have a copy of it?

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A. I don't keep them. I submitted it to WFG along with the affidavits when I submitted it that day.
Q. Okay. And so you don't have Mr. Bursey's ID?
A. Not on me, sir.
Q. Yeah. And --
A. But he did, he submitted it to me that day.
Q. What was it?
A. The identification?
Q. Yeah.
A. I have to get my book. I don't remember. I don't think it was a driver's license. Do you mind if I look?
Q. No, go ahead.
A. Thank you.
It was a passport, I remember now.
Q. Interesting.
A. Yeah.
Q. Okay. And you gave that to WFG?
A. Um-hum.
Q. And they didn't give that back to you?
A. They never give the docs back to me, sir.
Q. Well, somebody got John Dattala's ID back.

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A. When I requested, when I spoke to Mr. Dattala to confirm our appointment, one of the requirements I did tell him was, "Please have a copy of your driver's license when I get there. And please have all parties submit a copy."
The day of the appointment, he did not submit a copy to me. So I took a picture on my phone which he allowed.
Q. Okay. And so you had the picture on the phone --
A. Um-hum.
Q. -- of his driver's license?
A. Um-hum.
Q. And so, I think we can agree that Mr. Bursey did not sign your notary book?
A. Correct.
Q. Okay. And on April 29th, Mr. Dattala did not sign your notary book?
A. No, neither party did.
Q. Okay. So why don't you tell me about what happened and how that came about?
A. Which? Should I start from the beginning?
Q. Sure.
A. Okay. I arrived in the morning to Mr. Dattala's house. He has a small gate on the front

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of the house. John was outside. I introduced myself, he said he was John. I said, "How do I get into the gate?" He said, "You don't need to come in." He goes, "I'm going to come outside." I said, "Sure, no problem."

I waited. As we were waiting outside, Mr. Bursey walked up. And we all introduced ourselves. I said, "Where would you like to continue with this signing?" And he goes, "We can just do it in the back of my truck."

I got concerned. I called my agency to make sure that was going to be okay. I've done notarizations at coffee houses, restaurants, hotels, in the back of a patio. You know, wherever the signer is comfortable. This was my first in the truck.

So I called to make sure, "Is this going to be okay?" They said, you know, he had a right not to let me go on his property. And I said, "Okay, I agree." They said, "No, it's fine, as long as they are both aware what they are going to be doing." And I said, "Okay."

Once I got off the phone, I said, "Okay, as long as you understand what we are about to do." They both understood.

Q. What? What did they say indicating they

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understood?

A. Well, when I submitted my oath to them, I said – I submitted my oath to them before we started anything. That's the one thing that I did. You know, I said, "Do you understand what you're supposed to do?" Mr. Dattala, because Mr. Dattala was the grantor. So I submitted my oath to him, and I said, "Do you wish to continue out here?" And he said, "Yes."

Q. Okay. So what else happened?

A. So then that's when it was getting tricky trying to write, because the back of a pickup truck has these grooves. I was like using my book and I have the papers on top, and I'm trying to get their -- first I'm getting their IDs.

Mr. Dattala still handed me his physical ID, so I'm writing all the information down, trying to write all this down, write all this down, everything.

Then it started to rain, not heavy but it started to rain.

Mr. Bursey was a very gentleman. He was holding an umbrella over me and I'm still trying to write in the back of the truck.

Then Mr. Dattala offered me to sit inside of the truck. So I did. I said, "Okay, I'll sit in

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the front. So I sat in the front." And I'm filling out, filling everything out.

Then we got to the forms. And I said, "Well" -- I said, "These are blank." I said, "You need to fill this out." And then they had requested that I fill it out for them. I said, "Okay, sure."

So I asked them, "We need to state exactly who is the grantor and who is the grantee." And Mr. Dattala introduced himself as the grantor of both the properties, there were two properties. And Mr. Bursey acknowledged that he was going to be the grantee of the properties.

I continued, I filled out the documents. It didn't go as this fast because we were talking a lot. We were talking a lot. It didn't go as fast as the way I'm describing it to you.

Q. How long did it take?

A. Probably said and done, 30, 30 to 40 minutes, between there. 30 to 40 minutes. It didn't go as fast as this.

Q. Okay. What took 30 or 40 minutes to do because there is not much to fill out on here?

A. One of my comfortable -- that I like to do as a notary, is I like to talk and ask questions to make sure that the person that is doing the deed, the

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transaction, understands.

So we were talking, me and John and Mr. Bursey. We were talking.

As I was filling out my book, they were communicating, laughing and joking. Mr. Dattala was even mentioned to me after this transaction was going to complete that he was looking into acquiring a new property. And he even mentioned, if I remember correctly, the property across the street from where we met or on that street in that area. He was looking at a new property to acquire.

And then he mentioned, "Well, you know, should that go through, I'll give you a call so you can notarize that one too." I said, "Okay, great. Thank you so much."

Mr. Bursey was communicating as well about what his plans were to do with the property. And if I remember correctly, renovate, I think like some renovations. It was -- we were communicating very personal. It just -- the scene was unusual, but our communication was comfortable. There was no duress. Nobody was...

Q. Okay. So what part of this form of Exhibit 2 did you fill out? Anything?

A. I -- let me go to 2. I completed

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everything for them but their signatures.
Q. Okay. So everything on here but their signatures is your writing?
A. Yes.
Q. Did you use the same pen or did you have different pens?
A. No, I believe I gave them -- I always give their each a pen.
Q. So there were --
A. Same color, same brand.
Q. There were three separate pens used?
A. I believe so, yes.
Q. Okay.
A. Sir, may I correct that, please?
Q. Sure. I wasn't there, I just want to find out what happened.
A. I don't want to say I did give them each separate pens, because sometimes I know -- sometimes I run out of pens.
So I can't -- I -- definitely two pens were used for sure. I'm not going to say three. I can't. I don't recall.
Q. Okay. And you, you wrote in everything as --
A. As they told me.

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Q. I'm just trying to get who signed this and who wrote on it.
A. Yes.
Q. The only thing that they wrote was their signatures?
A. Correct.
Q. Everything else is your handwriting?
A. Correct.
Q. Let's look at Exhibit 3, which is the one that was done the same day.
A. There are two different properties.
Q. Yes, two different properties. So did you ask them about these properties?
A. Do I ask them? In what way, sir?
Q. Yeah. So you were saying you were inquiring about the grantor about what --
A. My only question to Mr. Dattala that if -- as I administered my oath to him, did he understand what he was doing relinquishing these properties to Mr. Bursey. As far as these properties, that's all we talked. Our, our communication was outside of that.
Q. Yeah. Okay. But you understand this is talking about a deed that was already signed. So it wasn't relinquishing anything.
A. No, this --

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Q. Is it your testimony that you were telling them that there was some -- this was transferring an interest in real estate?
A. No, sir.
Q. Oh.
A. No. No. No.
Q. What did you tell them?
A. I said, "Please read, understand what you're doing, so you understand that this is going to be released." That's all. And then Mr. Bursey was the grantee.
As, as the notary, I have no description of the process of what they are doing. So if I made a comment right now to make you say that I told them what they were doing, no, sir. I just acknowledged, "Do you understand what you're about to do?" Prior to us signing, these were given to both parties to read before we continued.
Q. Okay. Was that inside or outside of the truck?
A. Outside.
Q. Okay. And so that -- just so I'm clear, that document should have some type of water damage on it because you said it rained on it?
A. No. I also said Mr. Bursey held an

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umbrella.
Q. Okay. So the document should have no water on it --
A. I don't know --
Q. -- the original document?
A. -- if it got in the water, I don't know.
Q. All right.
A. I don't know. But Mr. Bursey was holding the umbrella over me.
Q. Okay. And then you got inside the truck?
A. I got inside the truck because it started to get a little bit uncomfortable.
Q. Okay. Was there anybody else there?
A. I wish.
Q. So, no, it was just Mr. Bursey and Mr. Dattala?
A. Yes, the three of us.
Q. For 30 or 40 minutes?
A. At least definitely 30, probably 35, 40, yeah.
Q. Okay. And what time of day was it?
A. My appointment was in the morning. Let me see. Can I look? My appointment was at, it said 12:30, but I met Mr. -- I met them earlier. I have the picture of Mr. Dattala's driver's license on my

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phone which has the time. Can I look at that?
Q. Sure.
A. Thank you.
Q. This is what you produced. Is it in here?
A. But -- so sir, unfortunately, I don't know why it didn't have the time. But on my picture when I took it on my phone has the date and the time. Here we go. Yeah. So April 29th, 12:22.
Q. Okay. So around noon?
A. Yeah, because it says it on my confirmation that the appointment was at 12:30. But I always get to my appointments early.
Q. So this document --
A. Which one?
Q. Exhibit 2 and Exhibit 3, they are both the same form dealing with two different properties.
A. Yes.
Q. Paragraph 2 talks about a Deed being attached. Was there a Deed attached to it?
A. No, sir.
Q. Okay. Did you ask any questions about that?
A. I did. As I read it and both parties read it, we understood what the documents were stating, they still both wished to continue.

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Q. Even though it was missing the attachment?
A. They both wished to continue.
Q. Was that discussed?
A. Yes, sir. As I said, before we signed the documents, I had them both read.
Q. I understand that. Was it discussed that it's missing the attachment?
A. Was it discussed? Not with me. It was never brought to my attention.
Q. All right. So this document says that the attached Deed is a valid transfer of ownership, and there was no deed attached and --
A. I was not given one.
Q. I'm not questioning that. I'm just saying and nobody ever brought that up that there is nothing attached to this document?
A. Neither party did.
Q. How about you?
A. No, sir.
Q. Okay. Do you think that would be a valid thing to bring up?
A. Yes, sir.
Q. Okay. And you do this fairly frequently. Is that common that they have a document that describes an attachment and there is no attachment to it?
A. Yes, sir.
Q. Really?
A. Yes.
Q. Okay. Do you make note of that at all?
A. No.
Q. Now, let's talk about these affidavits that you executed on --
A. My own personal ones?
Q. Yes. September 6th and September 13th, which is Exhibit 6 and 7. How did those come about?
A. How did those come about?
Q. Yeah. Why did you prepare those?
A. At the request of my attorney.
Q. Did he prepare it or did you prepare it?
A. No, I did them all solely myself.
Q. Okay.
A. This is my wording.
Q. Let's look at Exhibit 6. Initially --
A. If there is a misspelling, it's because of me.
Q. So Exhibit 6 is the one that's dated September 6th. And this doesn't mention anything about Mr. Dattala or Mr. Bursey not signing the notary book. It says, "Both parties refused to sign my

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book."
A. Yeah. Well, that's my wording. Refused because when we were completed with the action, I usually have my borrower or whoever it is, the grantors, sign my book at the end. So we completed our transaction. Got all my stuff and said, "Okay, we need to sign my book." They both refused.
And when I used the word "refused," it wasn't done in an aggressive manner. But it was done as Mr. Bursey said he had to leave and then Mr. Dattala said he said he can't do it right now. But like I said, they weren't aggressive with me, I didn't feel threatened at all.
Q. And so this is September 6th --
A. September 6th.
Q. -- and you signed an affidavit on June 3rd that said that you had complied with all the state laws for notarization. Which do you agree that having the signature in your notary book is a requirement under state law?
A. Say that again, sir.
Q. Do you believe that having the signature in your notary book is a requirement under state law?
A. Yes.
Q. Okay. So you don't have Mr. Bursey's

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statement in there even now, right?
A. No.
Q. Okay. So, and you went back --
A. Yes.
Q. -- and got, this is your testimony --
A. Yes.
Q. -- and got Mr. Dattala's signature in your book --
A. Yes.
Q. -- two weeks later?
A. At least two weeks. My regret is not getting the actual date. But, yes. 'Cause after everything was done, I called the NNA to let them know what happened. I said, "Look, I just completed this transaction, nobody signed my book. What do I do?" They said, "You need to go back." I said, "Okay." So that's what I did.
Unfortunately, I didn't have the availability to go every day all day. So I would go back to the address that I have, and whenever I can just find John. I called the number, he never called me back. I left messages, he never returned them.
Q. Mr. Bursey?
A. No. I don't have any of Mr. Bursey's information, I only have John's.

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Q. Well, it's right here on the assignment sheet.
A. No, sir. I only have John's phone number.
Q. Oh.
A. I only have John's.
Q. Exhibit 10 is the assignment sheet. And is it your statement that this phone number on Exhibit 10 is John's Dattala's phone number?
A. That's the only number that I have and that's who answered and introduced himself as John.
Q. Okay.
A. Yeah. So that's the only number that I have. So I assumed it was John's, because that's all I have. And you can see I only have one phone number.
Q. Well, that totally contradicts the assignment sheet. It says to contact Mr. Bursey at that number. But I'll check it at the break --
A. Okay.
Q. -- and see if it's John's number. I don't know myself.
And so tell me about going back then.
A. Well, I was advised by NNA, "Just go back and just get the signature." So, again, like I said, I was working part time at the law office and I still had to do like Postmates to supplement my income.

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Then when I would get a chance, I would go by John's house.
Q. Did you call?
A. Yes. But nobody ever called me back.
Q. Okay. How many times did you call?
A. I couldn't say. At least four times.
Q. Four times?
A. Yeah.
Q. And you left a message on that phone number?
A. I even text.
Q. How many times did you go by there? And you texted that phone number?
A. Yes.
Q. How many times did you text him?
A. I can't give you a number. I don't know.
MR. CHILDS: I'm going to take a break for a second because I'm going to go get my phone and find out if that's John's number. I'll be literally two minutes.
THE WITNESS: Thank you.
THE VIDEOGRAPHER: The time is 2:48 p.m. We are going off the record.
(Recessed from 2:48 p.m. to 2:49 p.m.)
THE VIDEOGRAPHER: The time is 2:49 p.m.

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We are back on the record.
BY MR. CHILDS:
Q. What message did you get when you called and left a message?
A. There wasn't a recorded message. It was numeric. Not like a voice like, hey, you reached so and so, it wasn't like that.
Q. Who paid the $65?
A. My agency.
Q. Okay.
A. That was my fee for the service.
Q. Have you ever talked to Mr. Bursey after April 29th?
A. He did call me.
Q. When was that?
A. I don't have the date, but it was after the act. Probably -- oh, I can't even -- I don't even want to estimate. But this is when everything was brought to my attention what was going on.
Mr. Bursey called and wanted to -- he brought to my attention that Mr. Dattala was stating that he didn't sign the documents or he wasn't aware.
Mr. Bursey asked if I would submit an affidavit. And I said, "Well, sure," you know. And I felt uncomfortable talking to Mr. Bursey. So I said,

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"You know what, let me contact my agency and WFG." And then that's when Jenine and I spoke and then that's when she asked me for the affidavit.
Q. So before June 3rd?
A. I don't have a date.
Q. Well, June 3rd is when you --
A. Well, yes. So I'm going to say probably at least two, maybe two days before my affidavit.
Q. That's when Mr. Bursey called you?
A. No, it was in that -- gosh, I don't have a date. I wish I kept the date. I spoke to Jenine.
MR. HANSEN: Don't guess.
THE WITNESS: I know. I don't want to guess.
BY MR. CHILDS:
Q. Well, approximately. Was it approximately a week before June 3rd?
A. One to two weeks maybe.
Q. Okay. Before June 3rd?
A. Definitely.
Q. Okay. Not problem.
And so, how did he get your phone number?
A. That I don't know.
Q. Okay. And he called your cell phone?
A. That's all I have, yes.

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Q. And you had a direct conversation with him. Were there any messages or texts from that?
A. No, sir.
Q. Okay.
A. No.
Q. And there was no message left by him for you?
A. Voicemail?
Q. Yes.
A. No, sir.
Q. And you, and you never called him, he called you?
A. He called me.
Q. And you answered it?
A. Correct.
Q. So that's about the same time that you went over to get John's signature?
A. I think I got the signature before. It wasn't that far after.
Q. Before Bursey called you?
A. Yes.
Q. Okay.
A. Definitely.
Q. I want you to tell me as much as you can remember about that telephone call with Bursey.

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A. From Mr. Bursey?
Q. Yes.
A. Well, okay.
Q. How long was it?
A. Probably 15 minutes maybe.
Q. Okay.
A. He wanted some -- he wanted copies. He wanted a copy of my notarization book. I refused and I said, "I can't give you my copy. I'm going to submit it to WFG." Which is what I did.
Q. Okay.
(Brief interruption.)
BY MR. CHILDS:
Q. What else did you talk about?
A. I actually felt uncomfortable talking about the situation once he told me what was -- what arose. And I said, "You know what, let me just speak with WFG." And then I just got in contact with Jenine.
Q. So, let's look at the second affidavit which is September 13th.
(Brief interruption.)
BY MR. CHILDS:
Q. So what prompted the second affidavit? Because this is only a week after the first one.

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A. This is my first affidavit I've ever submitted. And I knew when I completed my first one, it didn't detail the whole thing what happened. So that's why I wanted to submit the second one, to make sure I covered everything.
Q. Okay.
A. That was why. My first one, as I read it, I realized it didn't complete everything.
Q. It doesn't even mention going back to Mr. Dattala's house or --
A. No. I do. I wrote back that I went back to go --
Q. No, the one on September 6th. That's got me very curious why that didn't mention it.
A. Because my first affidavit, I -- when I created this, as I was typing this myself, I was just describing that moment.
So my first affidavit is a description of my act with them. The documents, everything. That was my first affidavit.
Q. Okay. And then your second affidavit talks about what happened two weeks later?
A. What I did to, to complete this.
Q. Okay. So this doesn't mention any telephone call from Mr. Bursey.

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A. My second affidavit has to do with only the fact that I was attempting to get Mr. Dattala's signature.
Q. Yeah. It doesn't say anything about talking to Mr. Bursey.
A. I did not know I was aware that I needed to put that in my affidavit, because my affidavit is only a statement of my attempts to get Mr. Dattala's signature.
Q. How about Mr. Bursey's signature? Do you think that's important?
A. Of course. That's why I wanted to ask. I asked John when I saw him, I said, "Please have Mr. Bursey call me so I can have him sign my book."
Q. If it's so important, how come you didn't mention it in either of these two affidavits?
MR. HANSEN: I'm going to object to the question. That's argumentative.
MR. CHILDS: No, it isn't.
MR. HANSEN: Yes, it is. I object.
MR. CHILDS: Okay.
MR. FRONCZEK: Join.
MR. HANSEN: You have to still answer.
THE WITNESS: Again, this is my first affidavit I've ever done.

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BY MR. CHILDS:
Q. Well, this is the second one, the one on September 13th.
A. And --
Q. And actually, we've already --
A. It's a description of what I was trying to do to get in contact with Mr. Dattala.
Q. Yeah. You did one on June 3rd too, so three affidavits just in this one case. But it's important that you get Mr. Bursey's signature in your notary book?
A. As well.
Q. Yeah. So did you ask him for that when you talked to him?
A. When I spoke to him, no, sir.
Q. Why not?
A. Why? Because I was thrown off by what had transpired what he told me. The reason why he called me to tell me that Mr. Dattala was stating that he didn't sign -- if I can remember correctly, either he didn't sign the documents or he wasn't aware what he was signing.
It threw me off and I didn't feel comfortable speaking with Mr. Bursey about that. That's why I just communicated with Jenine with WFG.

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And that she is the only reason why I gave her the copy of my notary book. Mr. Bursey had requested a copy, but I said, "I'm sorry, I can't give that to you. I'm going to give it to WFG and they can submit it to you if they request."
Q. So you had just gone through all this effort to contact Mr. Dattala to sign your notary book, you went over there, you texted him, you called him. And then when Mr. Bursey called you, you didn't think to ask him about him signing the notary book?
A. No, because --
Q. This is the same time period.
A. I was thrown off by what had just transpired.
Q. Okay. All right. And I'm just going to ask the same question again.
Your testimony is that the number on Exhibit, the phone number on Exhibit 10 is Mr. Dattala's phone number and this is the number you were calling?
MR. HANSEN: That's not what she said. I object.
MR. CHILDS: Oh, okay.
MR. HANSEN: That is not what she said. She said --

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MR. CHILDS: Let's clarify.
MR. HANSEN: -- he identified himself as John when she called that phone number.
THE WITNESS: Exactly.
BY MR. CHILDS:
Q. Did you talk to Mr. Dattala on this phone number?
A. I spoke to a John.
Q. Was it John Dattala?
A. I said, "I need to speak to John Dattala."
"Yes, I'm John."
Q. Okay. And you arranged to come over to his house by calling this phone number --
A. Correct.
Q. -- that's your testimony?
A. That's the only number that I was given.
MR. CHILDS: Let's call it.
MR. HANSEN: Are we going to have an evidentiary hearing?
MR. CHILDS: No.
MR. DZIMINSKI: Objection to form.
MR. HANSEN: I object.
MR. FRONCZEK: Objection.
BY MR. CHILDS:
Q. You have your phone, why don't you give it

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a call.
MR. HANSEN: No. No. We're not going to go there.
MR. CHILDS: What do you mean?
MR. DZIMINSKI: Objection.
MR. FRONCZEK: Do you have a question?
MR. HANSEN: Do you have a question for her?
BY MR. CHILDS:
Q. If I call this number -- you are representing that you called this number --
A. Correct.
Q. -- two weeks after April 29th and a person named John --
A. No. No. Sir, I'm sorry.
Q. I want to be clear on what the testimony is on this.
A. I never spoke to anybody named John after
Q. How did you arrange to go over to John's house two weeks after April 29th? I thought you testified that you called this phone number and you texted this phone number?
A. I showed up on my own.
Q. Oh.
A. I just showed up on my own. I'm sorry.

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Q. You just showed up at John's house?
A. Yes, sir.
Q. You never called this phone number?
A. After -- yes, but nobody was calling me back. Nobody was returning my calls.
Q. And you texted it?
A. I text it.
Q. Five times?
A. Estimated, five times probably.
Q. Okay. However many times.
A. Yes.
Q. And you said that -- I thought you just testified that when you called, somebody named John answered. And you said, "Is this John Dattala?" And he said, "Yes." Is that --
A. No, sir.
Q. -- your testimony or not?
A. My testimony was, when I initially made the initial contact with that number is with somebody that answered they said they were John. After April 29th, I was never able to get ahold of John Dattala.
Q. And you called this number several times?
A. Yes, that's the only number that I have.
Q. And you text this number several times?

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A. And I text.
Q. And nobody ever answered or responded?
A. Nobody called me back.
Q. So you just went over to his house?
A. Yes.
Q. How many times did you go over there?
A. As I said a few moments ago, probably like maybe two times a week, three times a week, whenever I had a chance, because I was still working.
Q. It was only two weeks, so that would be four times.
A. Yeah, maybe. That sounds about right, yeah.
Q. And then one time he was there?
A. In the morning.
Q. Okay.
A. Yeah.
Q. And you introduced yourself?
A. He remembered me. I didn't have to really introduce myself. He remembered who I was.
MR. CHILDS: Okay. I think I'm almost done. Let's take a little break or I'll pass the witness.
MR. DZIMINSKI: I'm sorry, you said you were done or you're almost done?

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MR. CHILDS: I'm going to pass the witness. I'm sure I'll think of some more questions.
MR. DZIMINSKI: Go ahead.

EXAMINATION

BY MR. BAO:
Q. Hello, Ms. Medina. My name is Andrew Bao. I'm counsel for defendants Precision Assets, LLC and WFG in this case.
I have a few follow-up questions if you don't mind.
A. Okay.
Q. First --
MR. CHILDS: Hold on. I want to go on the record to object to Mr. Bao asking questions. I'm not prohibiting him. Because he hasn't filed a joint case conference report or done discovery.
MR. BAO: Oh, yeah. So just on that, we did talk about that prior to the deposition. I appreciate counsel's objection and I understand his objection.
For the record, Precision and WFG has a Motion to Dismiss awaiting the Court's ruling. So at this time we have not yet filed a pleading which has not yet triggered our obligations under Rule 16.1.

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We are here because we understand Ms. -- the plaintiff is proceeding with the case. We thought it would be more judicially economical to appear here instead of calling Ms. Medina at a later time should we be required to appear.

But objection duly noted. Thank you.

BY MR. BAO:

Q. Ms. Medina, you indicated Exhibit 10 was your, I guess for lack of a better term, your assignment; would that be accurate?

A. Correct.

Q. Okay. And this, and you mention this is from your agency, correct?

A. Correct.

Q. Okay. What is your agency's name?

A. Simple Signings.

Q. How long have you worked for this agency?

A. Maybe a year and a half, two maybe.

Q. Are all your notary -- in this year and a half, are all your notary assignments from Simple Signings?

A. No. I work actually with probably a total of three agencies.

Q. Okay.

A. I can do more, but I feel comfortable with the three that I'm with.

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Q. So this one, for Exhibit 10, that's from Simple Signings?

A. Correct.

Q. Now, you indicated you had notarized in the past year approximately more than five or less than 20?

A. For WFG?

Q. Yes. Correct.

Are all WFG assignments from Simple Signings?

A. No. Probably from my other agencies as well.

Q. Now, in these various assignments from WFG, do you ever communicate, do you recall ever communicating directly with WFG regarding an assignment?

A. I never had issues arise.

Q. Okay. So it would be -- so would it be safe to say that Exhibit 10, the document, is prepared by Simple Signings?

A. 10?

Q. Yeah.

A. Oh, this one. Oh, yeah. This is prepared by Simple Signings, correct.

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Q. Now, so walk me -- so you get the assignment. When it's completed, is there something you do? Do you send the document back?

A. Every, every transaction is -- typically we are to FedEx the documents. That's very typical. 98 percent of the time we are sending them next day Federal Express.

Q. And based on Exhibit 10, it looks like you were supposed to FedEx it back to Jenine Santos?

A. It was originally supposed to be FedEx, and but then they had changed and that's why it's circled and said hand deliver it. I took it to her that same day.

Q. All right. Was there any conversation with Jenine that you recall when you hand-delivered it?

A. When I arrived, I waited in the lobby for her. She came and she introduced herself. I'd never met her before.

Q. Okay.

A. I never met her. We both introduced ourselves. I said, "Okay, it's been completed."

She asked me how it went. She asked me how the procedure was. I said, "It went well." I mean, I described to her what happened. You know, we

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communicated.

I did tell her about signing in the back of a truck and stuff. But she asked me, "Did everything seem okay?" I said, "Everything went well." I said, "I administered my oath to them. They understood what they were doing." You know, we took my time. I've never rushed an assignment. Never. So I gave her a description of how it went.

Q. Thank you.

And the $65 you were paid, is that Simple Signings that paid you?

A. Yes, that is Simple Signings paid me. And I also brought a copy, you can see the check that they submitted to me.

Q. That's okay, thank you.

And then this $65, do you get a W-2 from Simple Signings for the amount?

A. Yes.

MR. HANSEN: Object to the question as misleading. She wouldn't get a W-2.

BY MR. BAO:

Q. And then, let's see. And you indicated that you spoke with Jenine Santos on or about June 3rd, 2019, correct?

A. Yes. About, yeah.

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Q. Now, did you Jenine contact you or did you contact her?
A. No, she contacted me.
Q. Okay. And what was the contents of that conversation?
A. Well, unfortunately, not verbatim, but just that Mr. Dattala has stated that he didn't sign the documents or he wasn't aware what he was signing. And they needed my affidavit to attach with it.
Q. I'm sorry. I thought previously you testified it was Exhibit 8, like a picture as opposed to an affidavit?
A. A picture?
Q. Yeah. I apologize if I misheard. But I thought you mentioned Jenine requested Exhibit 8 in front of you.
A. Yes.
Q. So is your testimony that when you spoke with Jenine on or about June 3rd, 2019, she requested Exhibit 8, a copy of this, or did she request --
A. A copy of my notarization signature with, with John.
Q. Okay.
A. And then my affidavit to attach it.
Q. Okay. And which affidavit are you

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referring to?
A. My WFG affidavit. Let me see what number it is.
Q. No. 5, I believe.
A. Is it 4?
Q. Correct me if I'm wrong.
A. Yeah, it is 5.
So along with the copy of -- the photocopy that I took of my book, I submitted to her. She also sent me this document (indicating), which I filled out and I sent it back to her.
Q. Okay. How did you send it back to her, an email?
A. Scan, email, I attached it.
Q. All right. So other than seeing her on or about April 29th when you hand-delivered the documents, right; and other than this communication June 3rd where she asked for these documents and provided to her; has there been any other communications with WFG regarding this particular, these particular notarizations?
A. No.
Q. Have you ever worked for WFG?
A. No.
Q. Have you ever been --

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MR. HANSEN: What do you mean "worked for"? Vague question.
BY MR. BAO:
Q. Have you ever been an employee of WFG?
A. No.
Q. Have you ever received any training from WFG?
A. No.
Q. Have you ever -- has WFG ever gave you -- ever supervised you in regards to any of your notary activities?
A. No.
MR. BAO: Just one second.
BY MR. BAO:
Q. And if you would refer to Exhibit 9, Ms. Medina.
A. Um-hum.
Q. And could you tell us what we are looking at?
A. This is my email to my agency.
Q. Okay.
A. One of the requirements, we have to confirm the appointment before we proceed to the signing. The appointment has to be confirmed. They don't let us go just to -- if we don't confirm.

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Q. Okay.
A. This is my email confirming that I did speak to John, confirm the appointment, and let them know we are going to proceed.
Q. So the confirmation is only to Simple Signing, not to WFG?
A. Correct. That's the only person I'm in communication with.
Q. And Precision Assets, LLC, have you heard of that entity?
A. No.
Q. Do you recall notarizing any documents for Precision Assets, LLC?
A. No. I don't recall.
Q. Okay. Do you recall speaking or communicating with, with any person claiming to be with Precision Assets, LLC in regards to the exhibits before us today?
A. No, sir.
MR. BAO: No further questions. Pass the witness.

EXAMINATION

BY MR. FRONCZEK:
Q. Good afternoon. Thomas Fronczek,

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defendant -- or attorney for defendant Eustachius Bursey.

So based on your prior testimony, you traveled over to Mr. Dattala's house on April 29th, 2019, correct?

A. Correct.

Q. And that was pursuant to being dispatched by your agency --

A. Correct.

Q. -- to notarize that?

When you got there, was Mr. Dattala outside or was he inside the house?

A. Outside.

Q. Outside?

A. Um-hum.

Q. Do you recall how he was dressed?

A. T-shirt. I think khaki pants, khaki shorts.

Q. Was it raining at the time you arrived there?

A. No, it wasn't raining when I arrived.

Q. Did you see Mr. Bursey at the time you arrived?

A. No.

Q. When did Mr. Bursey arrived?

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A. A few moments after I did.

Q. And when did you first see him?

A. He was walking up. I would say walking up north on the street that we met on.

Q. Do you recall how he was dressed?

A. He was in a jacket and an umbrella.

Q. Did it look like he was coming from a car or a house or just walking down the street?

A. I honestly did not pay attention to that. At the time when Mr. Bursey approached us, John and were in conversation, so I wasn't paying attention because it was from my behind.

Q. So one of the documents that you were to notarize as part of this assignment was this Affidavit of Grantor which is Exhibit 3, correct?

A. Yes, sir.

Q. And that's an Affidavit of Grantor for 4029 Colusa?

A. Correct, sir.

Q. Did you observe both Mr. Dattala and Mr. Bursey signing the original of this document?

A. Yes, sir.

Q. Did Mr. Dattala present you with an ID?

A. Yes, sir.

Q. What form of ID was that?

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A. Driver's license, Nevada.

Q. Do you recall if it was current or expired?

A. It was current. I wouldn't have accepted it if it was expired.

Q. Were you satisfied that the person that was there claiming to be Mr. Dattala was the same person in the identification?

A. Very much, yes.

Q. Are you satisfied he was the same person as the photo on the identification?

A. Yes, sir.

Q. Moving on to Mr. Bursey.

Well, just to get back to Mr. Dattala for one second. How did Mr. Dattala produce his ID?

A. How did he produce his ID? Oh, like from his pocket?

Q. Correct. Did it come out of a wallet or something else?

A. I don't think I was looking at that time. I think I had already started filling out my information, I think I started with Mr. Bursey.

Q. Okay.

A. So I wasn't like looking. Like he handed it to me. I saw him grab it and then he handed it to

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me.

Q. So you didn't see him take the ID out of a wallet or anything, it looked like he pulled it directly out of his pocket?

A. Yes, sir, I didn't see a wallet.

Q. Okay. Then getting to Mr. Bursey. He produced identification as well, correct?

A. Correct.

Q. And what form was that identification?

A. A passport.

Q. And were you satisfied that he was the person depicted --

A. Yes.

Q. -- in the identification?

And you observed him sign this document, this document being the Affidavit of Grantor for 4029 Colusa, Exhibit 3 as well?

A. Correct.

Q. So it would be fair to say that you were satisfied with the identifications produced by both the parties?

A. I was.

Q. And you did personally observe both of them sign the document?

A. Correct.

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Q. You said at the end, after you were completing the transaction, they both refused or declined to sign the notary book.
A. When I used the word "refused," I feel like that word is aggressive. When I use the word "decline," they just -- they both said they had to leave and I was thrown off. I have never experienced that in all my years. I've never. So I didn't know how to handle it.
Q. So you've never had that happen before?
A. Never. Never. Never. I was thrown off because nobody was aggressive.
MR. FRONCZEK: I have nothing further. I will pass the witness.
MR. DZIMINSKI: I have a few questions.
MR. HANSEN: I have a couple, but you can go ahead. I'll go last.
MR. DZIMINSKI: Okay. Either way.
MR. HANSEN: I'll go last.
MR. DZIMINSKI: I'll be quick.

EXAMINATION

BY MR. DZIMINSKI:
Q. Good afternoon, Ms. Medina. I represent Acry Development, LLC. I just have a few questions

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for you?
A. Sure.
Q. You testified that you had asked Mr. Bursey and Mr. Dattala to read the documents?
A. Correct.
Q. And did they appear to do so?
A. Yes, they did.
Q. Did Mr. Dattala, when he read it, did you witness him read it?
A. Absolutely.
Q. And he appeared to read it?
A. Yes, sir.
Q. Did he express to you that he was unable to read in any manner?
A. Never.
Q. Did he appear to you to be intoxicated?
A. No, sir.
Q. Any signs of impairment?
A. I'm not a very -- I mean, unless it's extreme impairment, I'm not a very good judgment of that, you know.
Q. But nothing that alerted you of that?
A. No. No. No. Nothing alerted my, you know.
Q. All right. Did he exhibit any signs that

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he was under any duress --
A. Never.
Q. -- when he was signing?
A. No.
Q. Was the -- how would you describe the overall experience, was there any --
A. Not a big deal. It was just, it was, it was enjoyable. I mean, other than the fact that we were outside signing in the back of the truck, the three of us communicated very fluently, just comfortably.
There was no, no indication of any stress, of question, nothing. I mean, no. Other than the fact we were outside in the back of a truck. That was the most unusual act. But the three of us together, no. It was very comfortable.
Q. When you first became a notary, did you have to go to some sort of class?
A. Yes.
Q. Okay. And when was that in Nevada?
A. Oh, God. To renew our commission, I just renewed my commission, we have to take a test. So I just did it again. I just renewed my commission. And it's through the National Notary Association. So it's a test that we do. It's like 100, don't -- maybe 75

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to 100 questions maybe. And you have to answer, you have to get a certain percentage to pass.
Q. And you do that annually?
A. When you only renew your commission, yeah.
Q. Okay.
A. The commission, it --
Q. How often do you renew your commission, let me ask it that way?
A. My commission expires in 2022.
Q. Another two to three years?
A. Yes.
MR. DZIMINSKI: I have nothing further.

EXAMINATION

BY MR. HANSEN:
Q. Just a couple of questions.
You said you received a W-2 from somebody?
A. We fill out W-2s with the agencies.
Q. With your agency?
A. Um-hum.
Q. Well, I think the reason I'm confused is --
A. Is it a W-2 or W-9? I might be confused.
Q. Well, that's what I'm going to ask you about. You receive -- when you receive, is it a 1099

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that you --
A. Yes, it is.
Q. -- get where it says how much you made?
A. Yes. From the agency, yes.
Q. A 1099?
A. Yes.
Q. Okay. So do you know if it was a W-2 or a W-9 that you filled out, do you remember? Do you know the difference?
A. You know, okay, a W-9 is the initial form that we fill out.
Q. Okay.
A. And that is what I filled out with Simple Signings at the beginning when I first signed on.
Q. And then when they send you how much you made that year, it's a 1099?
A. It's a 1099.
Q. Okay. And do you understand -- what do you understand about your relationship with your agency? Are you an employee or are you an independent contractor?
A. We are considered independent contractor vendors.
Q. Okay. Not employees?
A. I'm not an employee.

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Q. Okay. And are you an employee -- now, that's your agency you're talking about?
A. Correct.
Q. What about WFG? Are they -- are you an employee or are you anything to them?
A. No.
Q. Okay. You don't -- the only relationship you have with them is that they get their work from -- the agency gets their work from WFG; is that correct?
A. Correct.
Q. Okay. Now, tell us why it was that you never got Mr. Dattala -- Mr. Bursey's signature. Did you try? What did you do?
A. By calling the number that I have. And then when I spoke to John when I finally got John's signature. When I saw him that day, I -- after I introduced myself and told him what I needed, I needed him to sign my book, I said, "I also need Mr. Bursey, because he didn't sign my book that day as well." I said, "I don't have his number." I said, "Can you please contact Mr. Bursey, have him contact me, and then that way he can sign my book." And John said he would do that.
Q. Okay. So you trusted John to get ahold of Mr. Bursey?

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A. Yes, sir.
Q. And did Mr. Bursey ever get ahold of you?
A. When he finally did, when all this arose as I stated earlier.
Q. Right.
A. That was the last thing on my mind 'cause what was -- what transpired threw me off --
Q. Okay. So when you were saying --
A. -- when I was being told.
Q. What did he say to you on the phone when he called? Now, this is Bursey, right?
A. Yes, Mr. Bursey called me.
He stated that John, either he didn't sign the document or he didn't understand what he was signing.
Q. You mean this is what John told Bursey?
A. I, I don't know if John told Bursey that. This is what Bursey told me.
Q. Bursey said that John didn't, either didn't understand the document or he wasn't the one who signed it?
A. Correct. That's with Mr. Bursey.
Q. Did you believe that?
A. I do remember in the course of our conversation with Mr. Bursey, I said, "How is that

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possible?" I said, "The three of us were together."
And Mr. Bursey said, "I know."
"I'm like, this doesn't make sense." I said, "We were all together."
And Mr. Bursey said, "I agree. I know. I don't get it."
That was kind of like one of our --
Q. So you, so you both agreed that that didn't sound right?
A. Yes, sir.
Q. Okay. Because, is that because you were satisfied that Mr. Dattala was the one who signed it?
A. Yes, sir.
Q. Okay. And so you didn't think that that was true that Mr. Dattala didn't sign it?
A. One of the words that threw me off was that he said that he wasn't there or he didn't sign it. And I remember telling Mr. Bursey, "How is that possible? I still have this picture on my phone and it's dated the day of our notarization act." I said, "How is that possible?" I didn't understand.
Q. All right. And what did Mr. Bursey say when you asked him that question?
A. He said, "Oh, I know. I don't, I don't get it either. I don't know what is going on."

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And then he had requested, like I said, he had requested copies of my notarization book, and declined. I said, "I'm sorry, I don't feel comfortable giving it to you, but I'll -- you know, I'll give it to WFG."

Q. Okay.

A. And that's when Jenine finally did.

Q. Okay. And what, because of all that conversation you were having about Mr. Dattala, you just forgot or neglected to ask him to sign it?

A. Yes. It just threw me off. Then when Jenine told me the same thing, I was just...

Q. Did you get his phone number or anything?

A. Whose phone number?

Q. Bursey?

A. Mr. Bursey? No. I, I -- what's really odd about the communication with Mr. Bursey, considering that I only spoke with John, so I was thrown off by Mr. Bursey calling me. I felt it was -- I, I was just thrown off by that.

Q. You didn't feel comfortable with him talking to you directly?

A. Probably because I think I should have spoke with John, since I was assigned to John.

Q. Right.

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A. So I only felt sharing that information with John only --

Q. Right.

A. -- and, and my agency or WFG. So I didn't feel comfortable giving much information to Mr. Bursey.

Q. Okay.

A. It wasn't to insult him or anything, it's just because...

Q. So then did you have a way to get in touch with Mr. Bursey again?

A. I don't think we exchanged numbers, because I just, if I recall, I just said, "You know what, just have the title company call me," which Jenine did.

Q. Okay. Did anybody else above you ever try to contact Mr. Bursey to get him to come and sign it?

A. Did anybody?

Q. Did your agency call Mr. Bursey and say, "You have to sign her notary book"?

A. No. No. No. I don't think anybody else told Mr. Bursey. For me, this is my responsibility.

Q. Right.

A. I didn't think I needed to give that information out. I just -- this was my responsibility to take care of.

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Q. Did you try to get Mr. Bursey to sign the book when you were with him?

A. The day of.

Q. The day when --

A. The 29th.

Q. Did you say, "This is my book. Here. You are supposed to sign this"?

A. My book was on, on the back of the truck. Because after we finished, I came outside, back outside because it stopped raining. And we went to the truck and we were completing everything. I said, "Okay, I need you guys to sign my book."

Q. Okay.

A. And they both said -- you know, John said, "I can't do it right now." And Mr. Bursey said, "I have to leave."

Q. Do you find that to be odd?

A. Yes. That's why I called NNA. I said, okay, this is -- I've never experienced this.

Q. Never happened before?

A. Never.

Q. Okay.

A. Never. Never.

Q. You didn't understand why they did that?

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A. No, sir. I can't even now. I don't know.

Q. Have they told you at any time before they said, "We have to leave now," that they were going to have to leave at a certain moment? Did they say, "Okay, we have to be out of here" by whatever it was?

A. At the beginning of --

Q. 2:00 or something.

A. -- the signing, yes, they did tell me they had a short window.

Q. Okay.

A. So, and I, and I said, "Okay, I'll do the best that I can." I go, "I don't rush, though. I don't rush any of my notarization acts."

Q. How long does it take to fill -- for them to sign this?

A. It doesn't take long at all.

Q. 10 seconds? You fill it out, don't you?

A. I filled it out, yeah.

Q. Did you have it filled out ahead of time?

A. No, because I don't have this information until I get there.

Q. Okay. So you -- but you had it all filled out when you asked them to sign?

A. Yes, sir.

Q. So it would have taken them as much time

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as it takes to pick up a pen and put their name on there --
A. Yes, sir.
Q. -- to sign before they left?
A. Yes, sir.
Q. They left anyway?
A. Yes, sir.
Q. Okay.
A. Yes, sir.
Q. There was one other thing that I wanted to ask you about. Something about -- let me see if I can find it.
What about this business about the deed not being attached to the, to the Affidavit of Grantor? Is that something that happens a lot or --
A. I can't say it happens a lot, but I have had other situations where we signed over, another party had signed over, they signed another document and the attachment wasn't with it. It wasn't unusual.
Q. Okay.
A. Because typically what happens is because it wasn't completed with the first act, so that's when I would come in to complete it because there was a missing document.
Q. Okay.

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A. So it wasn't --
Q. It happens on occasion?
A. Yeah, it does.
Q. Did you think that -- did you say, well, hey, wait a minute, this deed isn't attached or did they say that or did anybody?
A. No, they never, they never -- I, I asked them to read it. And again, it's not --
Q. You mean the Affidavit of Grantor?
A. Correct. I asked them to read them to make sure they understand what they are writing -- signing.
Q. Right.
A. I said, "Please read everything. Take your time. I'm in no hurry." So they understood. And neither one raised any concerns to me.
Q. Is there anybody that is supposed to be in charge of making sure that the deed is attached? Is that your responsibility?
A. No. It's not my responsibility. Those two documents is all that I was forwarded. That's all --
Q. Okay. That's all you got?
A. That was all I was given.
Q. And you were told to go over there and get the signatures?

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A. Correct.
Q. Okay. Which you did?
A. Yes.
Q. But you did say to them, "You understand what you're doing when you do this?"
A. Correct. I administer my oath to them to make sure they understood what we are about to do before we sign.
Q. What is that oath?
A. I usually grab it on my phone. Want me to show you what I do? I used to do this at every of my notarial acts because I don't know it by heart.
So --
MR. CHILDS: I'm going to object to that because you were objecting to her using the phone to call that number.
THE WITNESS: Okay.
MR. HANSEN: No. She is not calling and talking to anybody, she's just looking.
MR. CHILDS: She doesn't have to call and talk to anybody, just call the number.
BY MR. HANSEN:
Q. Well, go ahead. Go ahead and tell us your oath from your notes on there. You can look at notes.

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A. Oh, okay.
MR. HANSEN: Objection is noted, Counselor. But I'm going to have her do it anyway.
THE WITNESS: So what I do is I always ask them, I said, "Do you understand what you're about to partake in? Do you understand what you're about to sign?"
BY MR. HANSEN:
Q. Okay.
A. And then I'll describe the document, whatever it is. This is something I do with every act.
Q. Okay.
A. "You are about to do a refinance. You're about to do an affidavit. You're about to do an oath." I said, "Do you understand what you're about to take?"
Q. Okay.
A. The party will either agree or they don't. Typically, I've never had issues. So everybody understands.
Q. They say yes?
A. Okay. They say yes.
Q. They did say yes?
A. Yes, they did.

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Q. Okay. And then what's the oath, what does it say?
A. No, that's, that's pretty -- I mean, that's all. That's what I say.
Q. Well, do they raise their hand, right hand and, okay, I swear this is true or --
A. No, they didn't raise their right hand, but they did say, "I swear, I understand, and it's correct." I said, "Do you wish to continue?" "Yes, we do."
Q. Okay. So that's what you consider to be the oath?
A. Correct.
Q. That they understand what they are doing?
A. Yes.
Q. All right.
A. I, I ask that question before I do any act.
Q. Okay. And when you say "act," you mean to get the signing, to do --
A. My notarial act, yes.
Q. Right, okay.
And why was it you were so persistent in obtaining Mr. Dattala's signature?
A. I wanted to get both signatures.

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Q. Right.
A. But as I said, I only had -- this, this is the only address that I was given, 43 Ronald Lane.
Q. That's where he lived?
A. That's the only address that I have.
Q. Right. Well, he was there when you went there?
A. Correct.
Q. And that phone number, is that associated with Mr. Dattala on your assignment sheet?
A. When I initially called --
Q. Where is the phone number?
A. Right here, sir. When I initially called this phone number, I asked for John, and they introduced themselves as John.
Q. Okay. Well, the question came up that says, "Please contact Mr. Bursey" at this number.
A. Um-hum.
Q. But when you -- but you were assigned to see John?
A. Correct. As you can see, my, my -- the person I'm meeting is John Dattala.
MR. HANSEN: Okay. Which exhibit is this we're referring to for the record? It's --
MR. FRONCZEK: 10.

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MR. HANSEN: 10? The appointment?
THE WITNESS: Yes, sir.
BY MR. HANSEN:
Q. Okay. So on Exhibit 10, you were assigned to go see Mr. Dattala?
A. Correct.
Q. Not, not Mr. Bursey?
A. I was only going to meet Mr. Dattala, yes.
Q. Right. Okay. But on the notes, it says, "Contact Mr. Bursey" at this number. So that's the only number you had?
A. That was the only number I had.
Q. And when you called it?
A. I asked for John.
Q. And he said, "This is John" --
A. Correct.
Q. -- "Dattala"?
A. I asked for John Dattala, and he said, "This is John."
Q. Okay. So you were satisfied it was Mr. Dattala?
A. Yes.
Q. Okay. And you made the appointment with him then?
A. Correct.

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Q. And went over there?
A. Correct. I confirmed the appointment, I didn't make it.
Q. You confirmed it?
A. The borrower, the signer makes this appointment, I just confirmed it.
MR. HANSEN: All right. No more questions.

FURTHER EXAMINATION
BY MR. CHILDS:
Q. Okay. Were there any responses to the text that you sent --
A. No.
Q. -- two weeks afterward?
A. No.
Q. Okay. What did they say?
A. I didn't get a response.
Q. What did your text say? You said you texted four or five times.
A. "This is Lillian Medina, the notary, I need to speak with you. Please contact me."
Q. It's that phone, right?
A. This is my only phone.
Q. Can you look up?

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A. My text messages?
Q. Yes.
A. I delete them.
Q. You don't have any text messages?
A. No, sir. I don't save my text messages, sir.
Q. Okay. Whose responsibility is it to attach the deed to the affidavit?
MR. DZIMINSKI: Objection to form.
MR. HANSEN: Calls for a legal conclusion.
BY MR. CHILDS:
Q. You say it's not yours. Who gave you that form?
A. It would have been from my agency.
Q. And they got that from WFG, right?
A. I believe so. I can't confirm.
Q. All right. So you don't know whose obligation it is to attach the attachment to the forms that they were signing?
A. Do I know who the obligation falls on? No, sir.
Q. WFG drafted that affidavit, right?
MR. DZIMINSKI: Objection. Calls for speculation.
///

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BY MR. CHILDS:
Q. Do you know who drafted that affidavit?
A. The WFG affidavit?
Q. Yes.
A. No, I don't know who drafted that, sir.
Q. Who did you get it from?
A. I got it from Jenine Santos.
Q. Where does she work?
A. WFG.
Q. Okay. And it has WFG at the top, right?
A. Yes, sir, but I don't know who drafted it.
Q. All right. Well --
MR. HANSEN: You mean the individual at WFG, you don't know who that is?
THE WITNESS: Jenine Santos?
MR. HANSEN: No, sorry. You don't know who drafted it at WFG?
THE WITNESS: No, I don't. No, I don't.
MR. HANSEN: Okay.
Sorry, Counsel, I wanted to clarify. I apologize.
BY MR. CHILDS:
Q. Did you look at these affidavits and see about going to the addresses that were on there?
A. Do I look? You're talking about the affidavits for the grantors?
Q. Yeah. It has two addresses on there, right?
A. Yeah, there was two properties.
Q. Did you try to go to those properties?
A. I wasn't, I wasn't asked to go to those properties.
Q. I know. I'm talking about to get Bursey's signature. Bursey bought these properties, right? He is the grantee?
A. He was the grantee.
Q. Did you try to go to those properties?
A. No, sir.
Q. Okay. Why didn't you do that because it was important to get his signature?
A. Because I had never gone to those properties before. I've only gone to this property. And I felt comfortable going there because that's the only property I had been to.
Q. Do you agree with me that it was important to get Bursey's signature in your notary book?
A. And that's why I asked Mr. Dattala.
Q. That's a "yes" or "no" question.
A. Yes, sir.
Q. Okay. So the only effort you made was

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asking John to contact Bursey?
A. Correct.
Q. Did you ask WFG about contacting Bursey?
A. No.
Q. When you talked to them, to Jenine on April 29th --
A. The day of the signing.
Q. – the day of the signing, you personally took the documents over?
A. Yes.
Q. And gave them to Jenine?
A. I took them.
Q. Did you tell her that they didn't sign your notary book, that has never happened to you before?
A. No, sir.
Q. Okay.
A. I didn't see she needed to know that. My notary book is my responsibility. It didn't deter from the act that we did, they still signed the document. My book is my book, it's my responsibility. I didn't think I needed to let Jenine know that.
Q. Well, I thought we agreed earlier that to comply with Nevada law, the signer has to sign your notary book.

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A. Correct, sir.
Q. And you don't think it was important to tell Jenine that you had not complied with Nevada law?
MR. HANSEN: Pardon me. She didn't say she hadn't complied with it, she said they didn't comply with it. Objection. It's a misleading question.
BY MR. CHILDS:
Q. Okay. You didn't think it was important to tell Jenine that you had not complied with Nevada law?
MR. HANSEN: Objection. Same objection. You can answer.
THE WITNESS: I, I did not tell her what happened at the end of our signing.
BY MR. CHILDS:
Q. Yeah, that's not my question. My question is, did you think it was important to tell her that?
A. No, sir. Like I said --
Q. Okay.
A. -- I didn't think she needed to know my act. This was my act.
Q. Yeah.
A. I completed the act that I needed to do for WFG. I completed my act as far as the affidavits.

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That was my responsibility to them for that. As far as my book, this was my responsibility. So that's when I made my own efforts on my own time to complete it.
Q. Afterward?
A. Correct.
Q. And Bursey still hasn't signed it?
A. No.
MR. CHILDS: Okay. So these are the, these are those documents that were provided this morning, you guys. So I'll keep one, and if you can hand those around or don't. I'll do it.
MR. FRONCZEK: I received a set of these already. Thank you.
BY MR. CHILDS:
Q. What is on page 10, it's just a copy of the notary book that you provided today.
A. Yes.
Q. Now it has the signature side.
A. I know.
Q. What is the scribbling in --
A. Somebody has signed there accidentally.
Q. And you just scribbled out?
A. I had to void it out.
Q. Okay. Did anybody initial it? Or when

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did that happen, the one below it?
A. So I did some acts after the time I met them, and they signed in the wrong spot, so I had to scratch it off.
Q. Okay. On May 14th.
A. I remember it was after.
Q. Yeah. Well, that's about the time that you went over and had John sign it, that's about two weeks after April 29th?
A. I don't have the exact date that I met Mr. Dattala, again, to have him sign my book. I don't have the date.
Q. Right.
A. I wish I had him date it. I wish I did.
Q. Or you could have dated it.
A. I didn't feel comfortable doing that.
Q. All right. Now, Exhibit 9 is the handout, an excerpt from the Nevada notary handout. Strike that. Exhibit 11.
A. 11.
Q. That's very emphatic about never sign or stamp a document first to speed up the process.
A. Say that again, sir.
Q. Well, I'll let you take a look at it.
A. I have this book.

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Q. I know. Look at page 24. I think we can all agree that you didn't follow those procedures.
MR. HANSEN: We don't agree.
MR. CHILDS: Oh, you don't agree with that. Okay. Let's go through it then, ma'am.
MR. HANSEN: Exhibit which?
MR. CHILDS: This is Exhibit 11, page 24.
BY MR. CHILDS:
Q. Did you follow this procedure? Your attorney says you don't agree, that you did not follow this procedure. So that must mean that you're stating –
MR. HANSEN: I don't agree. I don't agree with your blanket statement that "you didn't follow."
BY MR. CHILDS:
Q. Are you stating that you followed this procedure?
A. Which paragraph are you referring to, sir?
Q. On page 24, the part that's highlighted.
A. I don't have a highlight. Oh, you are talking about the square?
Q. The bracket around it.
A. Okay. Okay. Let me read this.
Okay, I understand. So what is your question? I understand.

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Q. No. You're agreeing you didn't follow this procedure, correct?
A. I did. I didn't do it in that particular sequence, no, sir.
Q. Okay.
A. I did a different sequence where I compared the signatures.
Q. Yeah. And then you tried to get Mr. Dattala's signature two weeks later by calling this phone number, which I'm going to represent to you is Bursey's number.
A. Oh.
Q. To put that to bed.
A. When they answered, they said John.
Q. Um-hum. And you left a message every phone call that you made after April 29th?
A. I think I left maybe two voicemails, but the majority were text messages. I'm a texter.
Q. Yeah, you don't have your -- but you don't keep your texts?
A. I don't save them.
Q. Okay. At all? Do you have the ones from yesterday?
A. Very few. Because of the memory, I try to clear it out.

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Q. Hum. Okay. And when was the last time after, say, May 15th that you cleared out the memory on your phone?
A. May 15th?
Q. Yeah. Do you clear it every week?
A. I don't save any, any call logs, text messages, no, sir.
Q. Yeah. Listen to my question, though. When was the last time that you had cleared your memory after, in your phone after May 15th, 2019?
A. I clear it all the time.
Q. All the time. So May 16th?
A. Yeah, I probably clear it like every week because of the memory, because I'm always opening screens. So I don't want the data to get full.
MR. CHILDS: Okay. So this can be marked as, I guess, Exhibit 12.
COURT REPORTER: I think you are up to 13.
MR. CHILDS: Am I up to 13? Which one is 12? New documents produced today are Exhibit 13.
(Deposition Exhibit 13 marked.)
BY MR. CHILDS:
Q. What control does -- because I know your position is that you're an independent contractor and you get assignments from your agency.

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A. Correct.
Q. And then they get assignments from WFG. But then you communicate directly with WFG, apparently?
A. Only if issues arise. But primarily whenever an issue arise, our first, our first step is to contact our agency. The agency likes to be the communicator with the title, lender, whoever it is.
The only time we directly speak with the lender, title, escrow is when if I'm not able to get ahold of anybody in my agency or if it's after hours.
But primarily, communication is -- if issue arises, I go straight to my agency. Hey, I have this problem, this problem. And I've never had problems, though. The only few things arose were -- I mean would you like to know? The only really issue that has ever arisen in all my signings is like closing costs, because a lot of them are refinances, so they have closing cost questions, interest rate questions, they decided not to continue with the refinance, they want to stop.
Those are the main issues I've ever encountered, and they have all been resolved and I've been reassigned to go back and complete it.
Q. The one on April 29th was a brand-new

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issue, though, you said you've never experienced it before?
A. As far as signing outside somebody's house in the back of a truck.
Q. Refusal to sign the notary book?
A. That was my first.
Q. Brand-new issue, right?
A. That was my absolutely first.
Q. Okay.
A. Nobody wanted to sign my book.
Q. Yeah. And somehow -- well, that's -- I want to make sure your testimony is clear, that I understand it completely. It's not that nobody wanted to sign. Are you saying they did not want to sign it or they wanted to leave and go somewhere?
A. They wanted to leave.
Q. Okay.
A. Yes. Like I said, there was nothing threatening, like, no, we're not going to do it. It was never that way. So nobody was aggressive towards me at all.
Q. And you took -- how often do you take the documents directly to WFG?
A. I think that was my first time going to WFG. Maybe, maybe my second.

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Q. Okay. Why did you take it there that time, why was that?
A. It was my order.
Q. Oh, that was part of the order?
A. Yes.
Q. Is it on Exhibit 10?
A. No. I think it was a verbal order, because I think it was originally supposed to be FedEx'd. But then I got communication from my agency to take it directly to the -- they asked me if I wouldn't mind. I said, "No, I don't mind. I'll take it."
Q. That day?
A. Yes.
Q. They told you that day?
A. Correct.
Q. Okay. On April 29th?
A. Correct.
Q. Somebody from your agency called?
A. Yes.
Q. Okay. Who is your contact at your agency?
A. Well, I usually talk to Pete. I don't have his last name.
Q. Is it still Pete? Is your contact still Pete?

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A. I believe he is like a manager or something there, yeah.
Q. I want to make sure I ask you about Exhibit 4.
So what is curious is Exhibit 4 is a document that you signed, you don't have your notary stamp on it, but it's talking about the people that signed your --
A. Correct.
Q. -- notary on that day, on April 29th.
So it says a separate affidavit must be completed by each signer. And you're a diligent notary and so you signed this on -- you filled this out and signed it on April 29th, 2019?
A. Um-hum.
Q. Did you do one for John?
A. I believe I did, sir. Because whatever --
Q. You did it on June 3rd. It's Exhibit 5.
A. Once I completed the documents and I submit it to WFG that day, I don't have with me my original ones that I signed. But I just have what I printed, which is the two Affidavits of Grantor for the two separate properties and the attachments in the back.
Q. Now there are attachments?

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A. No, this was the attachment.
Q. Okay. You should have had two of these. Why did you do one for Bursey on April 29th and not one for John?
A. I'm not -- I can't answer if I didn't do one for John. I believe I did do one for John.
Q. Well, you did one, it's Exhibit 5 on June 3rd.
A. Okay. Yeah.
Q. Why didn't you do it on April 29th?
MR. DZIMINSKI: Objection. Form. Calls for speculation. Assumes facts not in evidence.
THE WITNESS: Hum. Why --
BY MR. CHILDS:
Q. Well, let me ask you this. Did you do one for John Dattala an April 29th?
A. I believe I did, sir. I don't recall. Because I don't have the documents with me anymore, it's such a long time ago, and I submitted them that same day.
Q. Okay. So you believe WFG might have another one of -- like the one you did on June 3rd but dated April 29th for John Dattala?
A. I believe so.
Q. Okay.

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A. Yeah. Because I wouldn't just do one just for Mr. Bursey.
Q. Yeah, that --
A. It doesn't make sense to me.
Q. That's why that is setting off bells and whistles in my mind.
A. Okay.
Q. Is because there is one for Bursey on April 29th and one then there's for John on June 3rd, which is the same date that they filed the copy of your notary book, which in hindsight was incomplete because it didn't have the notary pages -- I mean the signature pages.
A. Okay.
Q. And when you gave your notary book to WFG on June 3rd, did you take your book over there?
A. No. No.
Q. Did you copy it and send it to them?
A. No. I never met with Jenine. I only met with Jenine that one time, the 29th. After that when we communicated, it was by phone and email.
Q. So on June 3rd she asked you about providing a copy of your notary journal?
A. Correct.
Q. And you copied it and emailed it to her?

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A. Just the page, just the portion that was John's. I omitted the other signatures on that same page, I didn't submit other signatures from my...
Q. You also didn't submit the page with John's signature on it?
A. I can't say I didn't do that, sir.
Q. Okay. And did your agency contact you on June 3rd or WFG?
A. No, WFG.
Q. Okay. They contacted you directly?
A. Correct.
Q. Did that seem strange to you or?
A. No, because that's when Mr. Bursey -- because Mr. Bursey was the first one to contact me, that brought this to my attention when all of this arose. And that's when I told him, "I don't feel comfortable giving you this information. Have WFG call me." That's why. And I figured that's why they contacted me.
Q. How often do they contact you directly?
A. After that incident?
Q. No, just in general. That's very --
A. Sir, I don't have any communications with them.
Q. That's very unusual they contact you

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directly, right?
A. Well, yeah, because of the issue that arose, yes.
Q. No. It's unusual that WFG contacts you directly?
A. No. It's not unusual, sir.
Q. Oh, okay. How often do they contact you directly, not through the agency?
A. This was the only issue that I've ever experienced with WFG to arose. So this was the only time.
Q. Oh, okay.
A. Other times, yes, I have been contacted by title and escrow for other incidences as well.
MR. CHILDS: All right. That's all I have.
MR. BAO: Nothing further.
MR. FRONCZEK: Nothing further.

FURTHER EXAMINATION

BY MR. HANSEN:
Q. You said you couldn't say that you didn't submit the whole page. Can you say that you did submit the whole page?
A. Which page are we talking about?

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Q. The --
A. Oh, when I took the pictures?
Q. In your notary, in your notary book?
A. My pictures to Jenine. I want to say --
Q. You say pictures?
A. Yeah, I want to say like I took like -- because I had to take several, because I couldn't take a long one. So I had to break it down.
Q. So these were submitted by you by having taken pictures of them on your cell phone?
A. Yes, sir.
Q. Okay. Were you attempting to take a picture of the whole page?
A. My first attempt, yes. But my screen didn't get the whole page. Because I had to go further back --
Q. Further away.
A. -- and it just wouldn't look legible. So that's why I did the portions.
Q. Okay.
A. So they will be able to read it. That's why.
Q. So were you attempting to take pictures of the entire documents?
A. My first initial of the book?

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Q. No, of the page. Out of the book, yes.
A. Out of the book.
Q. Your notary book?
A. Yes. As I said, I first started, but I had to hold my camera back.
Q. Right. I understand.
A. It wasn't clear. So the only way for it to look clear and legible, so in order to read, I had to do a close-up.
Q. Yeah. But did you, did you then, when you did the close-up, could you see that the whole page was still on there?
A. When I did the close-up?
Q. You said you had to get close to get it clear.
A. To get -- but to get it clear, yes. But I had to do it in sections. Because when I got my phone close, it wouldn't get the whole things.
Q. Okay. So when you did the sections, did you do all the sections?
A. Yes, I, I would do my entry at the beginning from the left, to the middle, to the documents to the end.
Q. Okay. So you took pictures of the entire entry?

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A. Correct.
Q. That's how you remember it?
A. Yeah.
Q. And did you send those pictures in --
A. Yes.
Q. -- to -- now, you were sending them to WFG?
A. Jenine requested it.
Q. Okay. So, so your testimony would be -- where is that, which document is that?
A. 10? I think 10. No.
Q. The ones that we submitted today. I know they are not the ones, but...
A. Okay.
MR. HANSEN: We have submitted as exhibits today. Did you ever make this an exhibit?
MR. CHILDS: Yes, it's Exhibit 13.
MR. HANSEN: Okay.
BY MR. HANSEN:
Q. You're saying that when you took the pictures of Mr. Dattala, the entry for him in your notary book --
A. Um-hum.
Q. -- that you took pictures of the entire entry --

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A. Sections.
Q. -- in sections and then you sent that in to WFG?
A. Correct.
Q. Okay. And this right here is the signature that you got from Mr. Dattala?
A. Yes, sir. When I went back.
Q. Or it says signature, John Dattala?
A. Um-hum.
Q. You got that later, though?
A. That was later. Yes. Nothing the day on the 29th.
Q. Because they left?
A. They both did.
Q. Is there anything in Exhibit -- let's see. Where were those instructions?
MR. CHILDS: 10.
THE WITNESS: 11.
BY MR. HANSEN:
Q. Is there anything in Exhibit 11 on page 24 that says you have to do it in this order?
A. Say that one more time, sir.
Q. Is there anything here in this box on page 24 that says you have to do it in this order?
A. No. From what I remember when, for the notarization, it does not require us to go in this particular order.

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Q. Is that your training?
A. Yes.
Q. Have you ever been trained that you have to go in that order?
A. No. None of the training. This is just -- these are the steps that we can take. It doesn't have to be in those particular steps, no, sir.
Q. What is this? What is this thing we are looking at?
A. It's notary book.
Q. Who, who wrote this?
A. State of Nevada, sir.
Q. Okay. It's a notary handbook?
A. Um-hum, yeah.
Q. Okay. So this is somebody's explanation of what you're supposed to do?
A. And this is old. This is from 2017, so...
Q. Is this a law that you know of that you have to do it this way?
A. These, these are our guidelines that we are supposed to follow.
Q. Guidelines?
A. Yes. These are the guidelines that we are supposed to follow.

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Q. When you get trained from the National Notary -- what did you call it?
A. It's called National Notary Association. It's not a requirement.
Q. Have they ever told you that you have to do it in this order?
A. No. No. No.
Q. Is it commonly done among notaries in a different order than this?
A. Yes.
Q. What is the commonly done way of doing it?
A. As far as completing a notarization --
Q. Yes.
A. -- the book?
Typically everyone signs the book at the end once we complete all the documents.
Q. Okay. Is that --
A. Typically.
Q. Is that how you were trained to do it?
A. That's how I was trained and that's how I have been doing it.
Q. Okay. Did you do, do you do it in a different order for some ulterior motive to violate the law?

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A. Oh, no, sir. This is what I have been accustomed to do.
Q. Okay. Were you trying to obey the law?
A. Of course.
Q. Were you trying to be a good notary?
A. Of course.
Q. Okay. Did anybody ask you to do it some other order for some reason?
A. On the 29th, no.
Q. Or ever?
A. Oh, no. No, nobody's interfered in my acts.
Q. Okay. Is this the first you've ever been challenged and said: Well, you should have done it in the order that's on this list here?
A. Yes, sir.
Q. You weren't aware of that before, that this was, this list was --
A. I have the book. I do know the guidelines. I am aware of our guidelines.
Q. Okay. But you never felt like you had to do it in this order?
A. No, sir. Never.
Q. You've never been trained that way?
A. No, sir. It has nothing to do with

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training, it's just those are our guidelines.
Q. And this is a common way that it's done, you get the notary book signed at the end?
A. Typically for myself and other notaries that I met, typically, yeah, you would take --
Q. That's the way you do it?
A. They sign the book at the end, yes.
MR. HANSEN: Okay. Thank you.

FURTHER EXAMINATION

BY MR. CHILDS:
Q. Well, if you had it signed at the beginning, it would have avoided this entire issue, correct?
A. I don't feel comfortable having them sign my notary book. I --
Q. That's not the question.
If you had followed those procedures that are set forth in that notary book, that notary handbook, you would have avoided this entire issue, is that correct or not?
MR. HANSEN: Objection. It calls for speculation and a legal conclusion.
MR. CHILDS: Really?
MR. DZIMINSKI: I join.

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MR. CHILDS: Okay.
MR. FRONCZEK: Also object. Incomplete hypothetical.

BY MR. CHILDS:
Q. If you had had them sign the notary book before you had signed your signature and stamped it, there wouldn't be an issue about having to go back and get John's signature, right?
MR. HANSEN: Same objection.
MR. CHILDS: Okay.
MR. DZIMINSKI: Join.
MR. HANSEN: You all join?
MR. FRONCZEK: Join.
MR. CHILDS: Everybody join in.
THE WITNESS: It --

BY MR. CHILDS:
Q. Would it have avoided it or not?
MR. HANSEN: If you know.
THE WITNESS: Correct, sir.

BY MR. CHILDS:
Q. If you know. You can't make that decision?
A. To go in those steps that it says in the book, yes, I would have avoided it.
Q. Okay. And you still don't have Bursey's

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signature in your book?
A. No, sir.
MR. HANSEN: We have been over this.
MR. CHILDS: That's all I have.
MR. HANSEN: Okay.
MR. CHILDS: Right on time. Three minutes left.
THE VIDEOGRAPHER: This concludes the video deposition of Lillian Medina.
The original media of today's testimony will remain in the custody of Las Vegas Legal Video. The time is approximately 4:00 p.m., and we are officially off the record.
(Brief pause in the proceedings.)
MR. HANSEN: This is Joel Hansen on behalf of Lillian Medina. And I wanted to make it clear that we do not wave signature. We wanted to have her sign it.
(Whereupon, the deposition concluded at 4:00 p.m.)

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CERTIFICATE OF DEPONENT

PAGE LINE CHANGE REASON

I LILLIAN MEDINA, deponent herein, do hereby certify and declare under penalty of perjury that the within and foregoing transcription, including my corrections reflected above, is a true and correct transcription of my testimony contained therein, that I have read, corrected, and hereby affix my signature to said deposition.

Executed this _____ day of _____, 2020, at _____.

(City/State)

LILLIAN MEDINA, Deponent

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CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

I, Denise R. Kelly, a Certified court Reporter, duly licensed by the State of Nevada, do hereby certify:

That I reported the deposition of LILLIAN MEDINA, commencing on Tuesday, October 15, 2019, at the hour of 2:10 p.m.

That prior to being deposed, the deponent was duly sworn by me to testify to the truth.

That I thereafter transcribed my said stenographic notes into written form;

That the typewritten transcript is a complete, true, and accurate transcription of my said stenographic notes;

I further certify that pursuant to NRCP Rule 30(e)(1) that the signature of the deponent:

_X_ was requested by the deponent or a party before the completion of the deposition.

___ was not requested by the deponent or a party before the completion of the deposition.

I further certify that I am not a relative

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or employee of counsel or of any of the parties involved in the proceeding, nor a person financially interested in the proceeding.

IN WITNESS WHEREOF, I have set my hand in my office in the County of Clark, State of Nevada, this 26th day of June, 2020.

Denise R. Kelly
CCR #252, RPR

— —
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EXHIBIT “32”

EXHIBIT “32”

AFFIDAVIT OF LILLIAN

STATE OF NEVADA

COUNTY OF CLARK

The undersigned, Lillian Medina, being duly sworn, hereby deposes and says:

1. I am over the age of 18and am a resident of the State of Nevada. I have personal knowledge of the facts herein, and, if called as a witness, could testify completely thereto.
2. I suffer no legal disabilities and have personal knowledge of the facts set forth below.
3. I am Lillian Medina. I am the notary that met with Mr. John Dattala and Mr. Eustachius Bursey on Monday April 29, 2019. Upon arrival to Mr. Dattala's property, he refused me to enter his home or onto his property. Mr. John Dattala requested that we complete the signing on the back of his pickup truck. He opened the back flap and I placed my notarial book for both parties to use as a signing board. It began to rain, and Mr. Bursey held an umbrella over my head to shield me from the rain. I witnessed both parties sign the; (1) Affidavit of Grantor to the property on 59 Sacramento Drive, Las Vegas, Nevada 89110; (2) Affidavit of Grantor to the property on 4029 Colusa Circle, Las Vegas, Nevada 89110. Mr. Bursey submitted to me a copy of his identification which I submitted back to WFG Title Company. Mr. Dattala did NOT submit a copy to me of his identification, he allowed me to take a picture of his Nevada Drivers License on my phone, which I printed a copy from my home printer, and I submitted it back to WFG Title Company. After completion of both parties signing all affidavits Mr. Dattala asked me to sit in the front seat of his pickup truck, on the passenger side so as I may finish notarizing the documents. As I completed my notarization I asked them to sign my notarial book but both parties REFUSED to sign my book.

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.

Executed this September 6, 2019

Lillian Medina - Lilian Medina

SUBSCRIBED and SWORN to before

me on this 16th day of September 2019.

MARISSA JIMENEZ
Notary Public State of Nevada
No. 16-1925-1
My appt. exp. Mar. 17, 2020

NOTARY PUBLIC in and for said

County and State

Exhibit 33

Exhibit 33

WFG National Title Insurance Company
a Wilshire Financial Group company

7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone (702) 777-8292 Fax

WFG National Title Insurance Company
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Attn: Jenine Santos

Date Prepared: April 11, 2019

PRELIMINARY REPORT

Order Number: **19-274856**
Escrow Officer: **Jenine Santos**
Phone: **(702) 777-8292**
Fax:
Email: **jenine.santos@wfgnationaltitle.com**

Seller(s): **Eustachius Bursey**
Buyer(s): **Precision Assets, LLC**

Property: **50 Sacramento Drive, Las Vegas, NV 89110**

WFG National Title Insurance Company, is prepared to issue a title insurance policy, as of the effective date and in the form and amount shown on Schedule A, subject to the conditions, stipulations and exclusions from coverage appearing in the policy form and subject to the exceptions shown on Schedule B. This report is preliminary to the issuance of a policy of title insurance issued by **WFG National Title Insurance Company**, and shall become null and void unless a policy is issued and the full premium paid.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit One attached. Copies of the Policy forms should be read. They are available from the office which issued this report. Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

This report is for the exclusive use of the person to whom it is addressed. Title insurance is conditioned on recordation of satisfactory instruments that establish the interests of the parties to be insured; until such recordation, the Company may cancel or revise this report for any reason.

Tami Miramontes
Title Officer
tmiramontes@wfgnationaltitle.com

Dattala Writ
Petitioner's Appendix
PRECISION0140
Page 447 of 1392

SCHEDULE A

1. The effective date of this preliminary title report is **8:00 A.M.** on **March 19, 2019**.

2. The policies and endorsements to be insured and the related charges are:

   ALTA® HomeOwner's Policy (12-02-13) **Amount:** **$95,000.00**
   Proposed Insured: **HCO Residential, LLC**

3. The estate or interest in the land hereinafter described or referred to covered by this report is:

   Fee Simple

4. Title to said estate or interest at the date hereof is vested in:

   Eustachius C. Bursey, an unmarried individual

5. The land referred to in this report is situated in the County of Clark, State of Nevada and is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

Situate in the County of Clark, State of Nevada.

Assessor's Parcel No.: 140-31-817-043

Dattala Writ
Petitioner's Appendix
PRECISION0142
Page 449 of 1392

SCHEDULE B

GENERAL EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.

6. Any lien, or right to a lien, for services, labor, material or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.

   NOTE: If the ALTA Homeowners Policy and/or an ALTA Extended Loan Policy is requested by the insured, the Exceptions listed above as 1 through 6 will not be shown.

SPECIAL EXCEPTIONS

1. Water rights, claims or title to water, whether or not the matters excepted are shown by the public records.

2. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded April 27, 1914, as Book 3, Page 6413, of Official Records.

3. Easements and Dedications as indicated or delineated on the Plat of said subdivision on file in Book 7 of Plats, Page 5, of Official Records.

4. Covenants, conditions and restrictions and easements, if any, (but deleting any covenants, conditions, or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 3604 ©), in Declarations of Restrictions:

   Recorded: April 19, 1962 in Book 355 as Instrument No. 286709 of Official Records.

   Said instrument, which in part, contains or provides the following:

   a) A provision that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value.

5. Taxes and charges, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:

Tax Year:	2019
Tax Type:	County
Tax ID No.:	140-31-817-043

Taxing Entity:	Clark County Treasurer
Total Annual Tax:	$463.43
First Installment:	$117.66
First Installment Status:	Paid
First Installment Due/Paid Date:	August 20, 2018
First Installment Delinquent Date:	August 30, 2018
Second Installment:	$115.85
Second Installment Status:	Paid
Second Installment Due/Paid Date:	October 1, 2018
Second Installment Delinquent Date:	October 11, 2018
Third Installment:	$115.85
Third Installment Status:	Paid
Third Installment Due/Paid Date:	January 7, 2019
Third Installment Delinquent Date:	January 17, 2019
Fourth Installment:	$115.85
Fourth Installment Status:	Paid
Fourth Installment Due/Paid Date:	March 4, 2019
Fourth Installment Delinquent Date:	March 14, 2019
Notes:	View Taxes

6. Any possible delinquent or outstanding municipal city liens or assessments for contract service provided to said land by reason of being located within the incorporated boundaries of Las Vegas, Nevada, which is subjects the same to its city charter and mandatory rules and regulations.

7. The herein described property lies within the boundaries of the Clark County Sanitation District, and is subject to any and all fees that may be due it.

8. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the Nevada Revised Statutes.

9. INTENTIONALLY DELETED

10. INTENTIONALLY DELETED

11. INTENTIONALLY DELETED

12. INTENTIONALLY DELETED

13. The company requires for its review satisfactory copy of the Articles of Organization, the Operating Agreement and the regulations of HCO Residential LLC, a Limited Liability Company, any amendment thereof, a Certificate of Good Standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.

END OF SCHEDULE B

NOTES AND REQUIREMENTS

LENDER'S NOTE: There is located on said land a Single Family Residence purportedly known as 50 Sacramento Drive, Las Vegas, NV 89110

NOTE: The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this commitment:

None of Record

END OF NOTES AND REQUIREMENTS

Your Escrow Officer
Jenine Santos
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone: (702) 777-8292
Fax:
Email: jenine.santos@wfgnationaltitle.com

Your Title Officer
Tami Miramontes
330 S Rampart Blvd, Suite 350
Las Vegas, NV 89145
Phone: (702) 728-5295
Fax: (702) 875-4823
Email: tmiramontes@wfgnationaltitle.com

Exhibit One (Rev. 06-15-14)
CLTA STANDARD COVERAGE POLICY—1990 (4-8-14)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1)

a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3) Defects, liens, encumbrances, adverse claims or other matters:

a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

c) resulting in no loss or damage to the insured claimant;

d) attaching or created subsequent to Date of Policy, or

e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4) Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5) Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6) Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE—SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2) Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof

3) Easements, liens or encumbrances, or claims thereof, which are not shown by the public records

4) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records

5) a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6) Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1) Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

a) building;

b) zoning;

c) land use;

d) improvements on the Land;

e) land division; and

f) environmental protection

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2) The failure of your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3) The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4) Risks:

a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;

b) that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;

c) that result in no loss to You; or

d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e, 25, 26, 27 or 28

5) Failure to pay value for Your Title.

6) Lack of a right:

a) to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7) The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

8) Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence

9) Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or $2,500 (whichever is less)	$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A of $2,500 (whichever is less)	$ 5,000.00

2006 ALTA LOAN POLICY (06/17/06))
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1) a) Any law, ordinance or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection,

or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3) Defects, liens, encumbrances, adverse claims or other matters:

a) created, suffered, assumed or agreed to by the Insured Claimant;

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b) not Known to the Company, not recorded in the public records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy;

c) resulting in no loss or damage to the Insured Claimant;

d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11,13, or 14); or

e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4) Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured to comply with applicable doing-business laws of the state in which the land is situated.

5) Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

a) a fraudulent conveyance or fraudulent transfer, or

b) a preferential transfer for any reason not stated in covered Risk 13(b) of this policy..

7) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART 1

1) a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;

b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2) Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3) Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records

6) Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

2006 ALTA OWNER'S POLICY (06/17/06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1) a) Any law, ordinance or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

b) Any governmental police power This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

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2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3) Defects, liens, encumbrances, adverse claims or other matters:

   a) created, suffered, assumed or agreed to by the Insured Claimant;

   b) not Known to the Company, not recorded in the public records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy;

   c) resulting in no loss or damage to the Insured Claimant;

   d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

   e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   a) a fraudulent conveyance or fraudulent transfer, or

   b) a preferential transfer for any reason not stated in covered Risk 9 of this policy..

5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

1) a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;

   b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records

2) Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3) Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6) Any lien or right to a lien for services, labor or material not shown by the Public Records.

7) Variable exceptions such as taxes, easements, CC&R's, etc shown here.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of.

1) a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

   b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3) Defects, liens, encumbrances, adverse claims, or other matters

   a) created, suffered, assumed, or agreed to by the Insured Claimant;

b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

c) resulting in no loss or damage to the Insured Claimant;

d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4) Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5) Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26

6) Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8) The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

9) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

a) a fraudulent conveyance or fraudulent transfer, or

b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

10) Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

11) Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Exhibit 34

Exhibit 34

800-843-7348 - **SOUSA.COM** - 877-843-8443

John Dattala vs. Eustachius Bursey

Deposition Transcript of
Dawn Weller

Date: 07/08/2021
Job #: 620858

Court Reporting – Videoconferencing – Trial Presentation – Nationwide Networking

1013 Garces Avenue | Las Vegas | 89101
702-765-7100

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA, Plaintiff, vs. EUSTACHIUS C. BURSEY and PRECISION ASSETS and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES I through 5, inclusive, and ROE CORPORATION I through X, Defendants. AND RELATED CLAIMS.	Case No. A-19-794335-C Dept No. 14

DEPOSITION OF DAWN WELLER

APPEARING REMOTELY FROM

LA MIRADA, CALIFORNIA

On Thursday, July 8, 2021
At 10:13 a.m.

Reported by: Mickey Chan, CCR No. 928, RPR

APPEARING REMOTELY FROM CLARK COUNTY, NEVADA

REMOTE APPEARANCES:

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(Provided electronically to the court reporter.)

REPORTED REMOTELY FROM CLARK COUNTY, NEVADA

THURSDAY, JULY 8, 2021

10:13 A.M.

*****

Whereupon,

(In an off-the-record discussion held prior to the commencement of the proceedings, counsel agreed to waive the court reporter's requirements under Nevada Rules of Civil Procedure, Rule 30(b)(4), or Federal Rules of Civil Procedure, Rule 30(b)(5), as applicable.)

(Deposition Exhibits 1 through 17 were marked for identification.)

THE COURT REPORTER: Good morning. My name is Mickey Chan. I am a certified court reporter. Today is Thursday, July 8th, 2021, and the time is approximately 10:13 a.m. The attorneys participating in this deposition acknowledge that I am not physically present in the deposition room and that I will be reporting this deposition remotely.

At this time I would ask counsel to identify

yourselves and whom you represent and agree on the record that there is no objection to me administering a binding oath to the witness remotely via Zoom.

Please state your agreement on the record, starting with the noticing attorney.

MR. BENEDICT: Good morning, everyone. John Benedict, Bar No. 5581, on behalf of ACRY Development and Precision Assets, as a cross-claimant, and I agree to the remote deposition.

MR. LANCASTER: Good morning. Aaron Lancaster, on behalf of WFG National Title, Bar No. 10115. I'll be representing the witness, Dawn Weller, today and agree to the remote deposition.

MR. BALL: Good morning. Zach Ball, on behalf of Defendant/Counter-claimant/Cross-claimant Precision Assets. Again, we agree.

MR. CHILDS: Benjamin Childs, for the plaintiff, John Dattala, 3946, and I consent.

THE COURT REPORTER: Okay. Great. Since I've already checked the identification of the witness, I'll go ahead and swear her in.

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Whereupon,

DAWN WELLER,

having been sworn to testify to the truth, the whole truth, and nothing but the truth, was examined and testified under oath as follows:

EXAMINATION

BY MR. BENEDICT:

Q. Good morning, Ms. Weller. Could you please state your business address and telephone number for the record, please?

A. 16700 Valley View Avenue, Suite 270, La Mirada, California 90638. Phone is (714)452-1306.

Q. Okay. And could you identify your work e-mail for the record, please?

A. Dweller, d-w-e-l-l-e-r@willistonfinancial.com.

Q. And for purposes of -- I mean, you sat through this case. You're the claims handler for this case, correct?

A. Yes.

Q. And you've sat through a couple days of deposition thus far, correct?

A. Yes.

Q. So you're aware we're talking about two escrow and title transactions with WFG where my client, Precision Assets, was a buyer, correct?

A. Yes.

Q. One of the properties was 50 Sacramento in Las Vegas?

A. Yes.

Q. And one was 59 Sacramento in Las Vegas?

A. Yes.

Q. Okay. For purposes of either property or the claims handling or any aspect of this case, have you used any other e-mail address?

A. No.

Q. Okay. Who are you employed by?

A. WFG National Title Insurance Company.

Q. And what is your position there?

A. Claims officer.

Q. For how long have you been -- if I shorten it to WFG, is that okay with you?

A. Yes.

Q. Okay. How long have you worked for WFG?

A. WFG purchased the company that I was employed with in 2010. March 2010, I believe.

Q. And did you start with WFG in 2010 as a claims officer?

A. I -- I was employed as a claims officer when WFG acquired the company, TransUnion.

Q. Did you remain in that position at that time?

A. Yes.

Q. Okay. For WFG, what has -- have your duties and responsibilities been as a claims officer since 2010?

A. Having claims assigned to me, evaluating them, investigating them, determining coverage, and proceeding to either retain defense counsel or resolve the claim in another matter if there's not litigation involved.

Q. Okay. Any other job responsibilities you have or had at WFG?

A. No.

Q. Okay. The predecessor company, what was its name?

A. TransUnion Title Insurance Company.

Q. And for how long did you work with them?

A. They acquired the title -- the company that I was employed by in 2 -- probably 2005, maybe, around that time.

Q. Okay. Who did you work with before them?

A. The company that TransUnion purchased was Diversified Title Insurance -- Diversified Title Insurance Company.

Q. And what were your years working for Diversified?

A. Diversified purchased the company I was working for in 2002.

Q. So you're like the acquisition whisperer. If someone wants to sell their company, they should hire you.

Who did you work for --

A. No. They should hire the guy that did all the acquisitions. I just happen to be the only employee left, besides him.

Q. Gotcha. Who did you work for before Diversified, ma'am?

A. Before Diversified, it was Northern Counties Title Insurance Company.

Q. And what were your dates of service there?

A. Northern was from 2001, January of 2001 until it was -- until now, really, yeah.

Q. I don't understand that.

A. So Northern -- Northern Counties Title Insurance Company was acquired by Diversified, who was acquired by TransUnion, who was acquired by -- and I've never gone anywhere.

Q. Okay. Understood. And starting with Northern, was your position a claims officer then as well?

A. I was actually -- well, prior to Northern was Southcoast Title Company, and they were the agent for Northern Counties Title Insurance Company. Northern, I came -- transferred over from Southcoast to Northern and started working in claims in 2001, but I had other duties as well, as far as some operations of the Southcoast Title title operations, underwriting type of capabilities, and also handling losses and escrow claims.

Q. Have you ever had your deposition taken before?

A. Yes.

Q. How many times?

A. Maybe four.

Q. Okay. Do you -- you've heard me read through the entire process for Ms. Santos and not do so with Ms. Spaeth. Do you understand the deposition process?

A. Yes.

Q. Do you have any questions about it or would you -- are you willing to let me dispense with the formal rules, if you will?

A. Yes.

MR. BENEDICT: Okay. Counsel, is that okay with you?

MR. LANCASTER: Agreed.

MR. BENEDICT: All right. Thank you.

BY MR. BENEDICT:

Q. So, Ms. Weller, when did you start in the title and escrow business?

A. 1987.

Q. And what were your duties and responsibilities then?

A. I was a title assistant. I assisted the title officer in closing transactions, reviewing documents for recording, responding to questions from the escrow

company --

Q. Okay. Which company --

A. -- reviewing demands. Sorry.

Q. I'm sorry.

A. That's all.

Q. Okay. And what company was that, ma'am?

A. Ticor Title.

Q. Was that in California?

A. Yes.

Q. Is all of your experience in California?

A. Yes.

Q. Okay. And from Ticor, where and when did you go next?

A. Ticor. Ticor. Ticor. Oh, I went to Gateway Title.

Q. What year?

A. Probably around '89. Whenever Ticor went bankrupt and got bought by Chicago. I think it was '89.

Q. And what did you do for Gateway?

A. I started as a title assistant. Same duties and responsibilities as at Ticor.

Q. Did your position at Gateway change eventually?

A. Yeah. I was promoted to a title officer.

Q. As a title assistant, did you hold any licensure?

A. No.

Q. Did you hold a licensure as a title officer?

A. No. You're not required. Or I should say they weren't required then. I don't know if they are now. I don't think they are.

Q. Okay. And for how long did you work with Gateway?

A. A total of five years.

Q. And did your duties and responsibilities change from the time you were promoted to being a title officer until the time you left?

A. No.

Q. Okay. Where did you go next?

A. Fidelity National Title.

Q. What year was that?

A. (Technical difficulties.)

Q. Your voice went out. I couldn't hear. I don't know if the court reporter could hear. I could not.

A. I said, what does that add up to?

Q. Oh. 1994. If we're using '89, it would be around 1994; is that accurate?

A. Yeah. '93, '94. Around -- no, not -- yeah, it would have been after 1994. Oh, wait. I'm at Fidelity now, right?

Q. Yes.

A. I'm sorry. '92, '94. So I -- I would have went to Fidelity in '95-ish, around there.

Q. Okay. And did you serve as a title officer there?

A. Hold on one sec. Sorry. Yes, I did.

Q. Okay. Did you ever have any other -- sorry. Did you ever have any other duties or responsibilities at Fidelity National besides title officer?

A. No.

Q. Where did you go next?

A. That's when I was recruited by Southcoast Title.

Q. Okay. And that was what year? Let's see. I don't know. 2001; is that right?

A. No. I think '90 -- '97 or '98.

Q. Okay. And at Southcoast, you were a title officer as well?

A. I started as a title officer, yes.

Q. And what did you do next?

A. I stepped down from being a title officer in 2001 and moved into a position that was created, like I said, to assist the Southcoast Title agency, advise their title people, help with the corrections, and then my time was split with Northern Counties, who was the underwriter, doing some escrow claims work and special assignments.

Q. So is it fair to say, then, the first time in your career that you had a duty or responsibility for claims was with Northern Counties?

A. Yes.

Q. And that was approximately 2001?

A. Yes.

Q. Okay. Did you have any kind of --

A. I was -- I'm sorry. Go ahead. I was just thinking out loud.

Q. Okay. Did you have any kind of claims handling training or outside courses or licensure or certification at that time?

A. No. The training was done in-house, on the job, by the existing claims and general counsel.

Q. What is the highest level of education that you have completed?

A. Some college.

Q. So you have a high school degree that you've completed and then you have some college courses?

A. Yes.

Q. Approx -- approximately how many units did you take in college courses?

A. Oh, my God. I'll tell you, probably -- I probably have 60 units or more of college.

Q. Okay.

A. In various areas.

Q. Sure. Okay. And when was the last time that you took college courses?

A. What is this year, '21? 2000 -- no. '20 they

were -- I did -- yeah, maybe early 2020.

Q. Have you ever had any kind of claims handling certification or license or any other kind of delineation in claims handling since you started performing those services in 2001?

A. No. There's no certification or license required.

Q. Okay. Your 2020 class, what was it?

A. I'm studying ceramic arts. Ceramic arts.

Q. Okay. And that was there in Southern California or was it --

A. Yes.

Q. Okay. And today we've agreed, as counsel, to kind of collapse the two deposition notices, your personal deposition, but you're aware that you've been designated as the person most knowledgeable on behalf of WFG for claims handling, correct?

A. Yes.

Q. Okay. Have you ever given testimony in actual court or arbitration before?

A. I have testified as a witness in one federal case, yeah. Possibly a second one tomorrow -- Monday.

Q. Maybe Monday. Okay. Have you ever served as an expert witness in any case?

A. No.

Q. Okay. You mentioned that your e-mail is

@willistonfinancial.com?

A. Uh-huh.

Q. What is that company, if you know?

A. Williston Financial Group is the parent company of all of the WFG entities.

Q. Okay.

A. So the corporate e-mails are normally Williston Financial as opposed to the WFG various entities.

Q. Okay. Who -- who signs your paycheck, WFG National --

A. Title Insurance Company.

Q. Okay. Gotcha. And is -- is claims handling part of -- well, strike that.

What entity or umbrella does claims handling fall under at WFG? Is it a separate entity? Is it its own department?

A. No. No. The claims handling is just a division within -- the claims department is a department with -- under the underwriter, WFG National Title Insurance Company.

Q. Okay.

A. They're the actual insurer under the policies.

Q. When you say "they," you mean WFG National Title Insurance Company?

A. Title Insurance Company, yeah.

Q. Okay. Have you ever been designated as a person

most knowledgeable before?

A. Yes.

Q. On how many occasions?

A. Probably every -- the majority of depositions. Some are so old, I can't remember, you know.

Q. Okay. But often?

A. Well, I won't say often, no. The four or five times that I have given depositions in my position as a claims handler, the majority of them have been as PMKs.

Q. Okay. That's a much better way of saying it. Thank you.

Did you review any documents for your testimony today?

A. Yes.

Q. What did you review?

A. I reviewed the exhibits that are -- or I was trying to review the exhibits that were sent over, the notice -- the deposition notice for PMK.

Q. Uh-huh.

A. I think that's it.

Q. Did you review any claims handling policies and procedures in anticipation of your testimony?

A. I -- yeah. I think last night I briefly reviewed something that -- but, you know, it's not a lot in it, so...

Q. Do you know what it is you reviewed last night?

A. What is it called? Escrow and Title Claims Policy and Procedures.

Q. You heard Ms. Spaeth say that certain of the escrow handling procedures and policies were on WFG's Internet accessibility. Is that where you found this Escrow and Title Claims Policies and Procedures?

A. I think that is considered a part of the Internet, yeah.

Q. Okay.

A. I actually just came across it, so -- and I will add, I was not actually reviewing it for this testimony. I was -- came across it looking for something else.

Q. Okay. Had you seen it before?

A. I don't -- I may have. I don't know. I didn't -- I don't recall having seen it before.

Q. Okay.

A. But that doesn't mean I haven't, so...

Q. Tell me the policies and procedures for claims handling.

A. Uh-huh.

Q. Am I using the right phraseology? Are there such a thing as policies and procedures for claims handling?

A. Yeah. If -- yeah.

Q. And is that what you call them, internally, for WFG's claims department?

A. Well, we don't really refer to them very often, so I don't know that we -- but, yeah, I guess that's what we call them.

Q. What do you mean by you don't refer to them often?

A. We don't have discussions about them in the claims department on any kind of a regular basis. They are not, step by step, how to handle a claim information.

Q. Is the step by step called something different?

A. No. There is no step by step.

Q. Is there some kind of uniformity in claims handling or --

A. There's general guidelines, depending on what state the claim is in. They may vary by the different departments of insurance or divisions of insurance, timelines that you need to abide by, but the claim itself varies by the claim issue. Is it a loan? Is it an owner's? Is it litigation? Is it, you know, off record matters, encroachments? I mean, the variations of how you're going to handle a claim vary based on the, you know, uniqueness of the property and the claim itself.

Q. And so as a title officer, you're left to your judgment and experience in those handlings?

A. Yeah. I mean, we have treatises that we can go to and utilize for different situations, but experience, yes, and, you know, consulting with management or attorneys or

just, you know, however unique it is or common everyday -- everyday claims that don't require anything other than -- you know, a claim -- a claim can consist of getting a claim from an owner and telling him, We didn't insure your property. That's still a claim that they tendered, so, you know...

Q. So pretty much case-by-case basis?

A. Yes.

Q. Okay. Did you review anything else for your deposition other than what you've testified to; the exhibits I sent, the PMK depo, and you came across this escrow and title handling claims -- sorry -- Escrow and Title Claims Policy and Procedure that you happened to cross. Anything else?

A. Yeah. Just some numbers that you had identified in the information for report -- reporting.

Q. I'm sorry. Numbers that I -- that my office identified?

A. Yeah. I think -- I think in your -- why can I not find the deposition -- I mean the notice? I think in the notice, the information you were -- identified some claim numbers that you were -- had as a topic.

Q. Okay.

A. Total number of insurance claims.

Q. Okay. And were you able to retrieve that data,

the total number of insurance claims?

A. That number, yes.

Q. Okay. We'll go through it later, one by one. I don't want you to try to --

A. Yep.

Q. -- guess at it.

Other than your -- Mr. Lancaster, have you spoken to anyone else about your deposition today?

A. Just to notify management that I was having one.

Q. Okay. Anyone else?

A. No.

Q. As part of your preparation for today, did you review WFG's expert witness report in this case?

A. I did not review it today.

Q. Have you reviewed it in the past?

A. I reviewed it when it came in, yes.

Q. All right. Did you play any role in choosing that expert?

A. I did not.

Q. Did you have any interaction with the expert before he wrote his report?

A. I did not.

Q. Did you have any input into the report?

A. I did not.

Q. Are you aware if -- that expert's name is

Mr. Neilson?

A. Yes.

Q. Does that comport -- okay. And are you aware if WFG has ever used his services before?

A. Not to my knowledge. Well, as an expert?

Q. Yes.

A. Not to my knowledge, but I would only know that related to my own claims.

Q. And just for context, what -- what state or states do you have claims that you handle? In what states do you have claims?

A. The western region; Oregon, Washington, Nevada, California, Arizona, and -- did I say Nevada?

Q. You did. Oregon, Washingron, Nevada, California, Arizona, Colorado?

A. No. I don't do Colorado. I've had one or two in Utah.

Q. Uh-huh.

A. But, yeah, no. Most of them are -- most of them are Washington and California.

Q. Okay. Did you review Precision Assets' expert report?

A. I did -- not through this -- not for this depo, but I did review them when they were provided to us.

Q. Okay. Have you seen any kind of transcript or

court document other than, you mentioned, the PMK depo notice for purposes of preparing for today?

A. I briefly reviewed the cross-complaints by Precision.

Q. Okay. In your, I guess, 11 years at WFG -- is that right, 12?

A. Well, they count it as 24, 25, but yeah. Whatever, going on 12 now, yeah.

Q. Okay. In that 12 years, what training in claims handling have you received from WFG?

A. It's the same. Just on-the-job training and consulting. There's no courses.

Q. Is there --

A. We have bulletins, you know, as Jenine was -- Jenine was mentioning. There's courses that we're assigned online, but none of those have anything to do -- for me, they don't have anything to do with claims. They're more, you know, regulations and privacy and cyber stalking type claims, more general.

Q. So are you -- even though it doesn't relate to claims, are you assigned those, I guess, online obligations? Do you have to take them every year?

A. It's just -- they just put them in there, and periodically there's no -- well, there are some annually that you have to review for -- for specific reasons, but in

general, if they have something they want to put out, they put it in there. There's no specific date or time or anything.

Q. I think Ms. -- I think Ms. Spaeth -- and I'm not trying to quote her, but I think she said that there were reports where the company corporate kept track of who --

A. Uh-huh.

Q. -- completed what -- you know, what they were assigned and who didn't. Does that pertain to you as well?

A. Yeah. They'll send you -- if there's something you're delinquent on, they'll send you e-mails.

Q. Okay. So for all the years you've been there, you've completed whatever they've asked you to complete?

A. I didn't say that.

Q. Okay. Did you? Have you completed the ongoing bulletin -- strike that -- the ongoing request for further education that WFC has made of you?

A. I -- I don't know what my current standing is in -- in that area.

Q. Okay.

A. I do take them when they come out. If I have some that are -- that are coming up and delinquent or not, then I'm, at this particular time, not aware.

Q. Okay.

A. But, I mean, they don't have anything to do with

my claims position anyway.

Q. Okay. So it wouldn't -- if you didn't do them, it wouldn't subject you to some kind of discipline or --

A. No.

Q. -- warning or anything like that?

A. No.

Q. If an escrow officer doesn't keep current or doesn't do them on time, does that person, to your knowledge, get disciplined or somehow reprimanded?

A. I don't know.

Q. Okay.

A. I'm not sure if -- I don't know.

Q. Okay. You're in La Mirada, California, I think you said?

A. Yes.

Q. How many people are in the claims department there?

A. In La Mirada?

Q. Yeah.

A. Today or -- or before COVID?

Q. Yeah. That is the distinction, for sure.

A. One, two, three, four, five, six, seven. Seven.

Q. So seven employees?

A. Uh-huh. In this office.

Q. In the office. Do you have, in addition, folks

that are remote?

A. We do.

Q. How many of those are there?

A. One, two, three -- five. Five. I think five.

Q. So approximately 12 employees total?

A. Uh-huh.

Q. Is that a yes?

A. Yes. I'm sorry. Yes.

Q. Okay. And of the approximately 12, how many are claims officers?

A. Seven.

Q. Okay. And do they all work on the western territories or do they --

A. No.

Q. -- have assignments?

A. No. They're -- they're -- they have other areas that they're assigned.

Q. Okay. Besides the La Mirada office, are there other claims handling offices for WFG that you're aware of?

A. Not -- not at this time.

Q. In your career with WFG -- well, let's just say when it actually was WFG, so the last 11 or 12 years, has there been other locations that have handled -- that have been claims handling offices?

A. Not offices, no.

Q. Okay.

A. Just remote. Just remote employees.

Q. And your best estimate, what was the -- at its peak, how many employees or contractors, be they in person or remote, did claims handling -- or part of the claims handling department for WFG?

A. Oh, you know, I forgot one, actually. There was one -- there's been one more than there is now. We've only been at it since -- since WFG purchased the license, and we're now national.

Q. Gotcha. So the -- so the most may have been 13? Is that what you're saying?

A. 14.

Q. 14.

A. You know, we do have -- and I'm sorry, but I don't deal with the other offices on a daily basis. There is an office in South Carolina. There's only one employee in there, but it is an office.

Q. Okay. So is it fair to say the corporate claims office for WFG is your office in La Mirada?

A. Yes. Yes.

Q. And there may be some satellite remote employees, and then the South Carolina office that also handle claims?

A. Yeah. And she's technically just a remote employee, but that office was there when WFG purchased a

license, and so she's just stayed in that office as the only person.

Q. Okay.

A. Does that make sense?

Q. It does make sense.

A. Yeah. I mean, if she were -- if she were to decide to go work remotely, they would shut that office down.

Q. Understood. Okay. Does -- does WFG use any outside agency or third-party claims handler to handle its claims?

A. There are attorneys that are occasionally retained as a claims attorney, as opposed to a defense attorney. I can't -- I can't speak to the rest of the title officers, how often they use that option, but it's -- for myself, it's not -- it's not very often that we utilize outside claims attorneys --

Q. Okay. All right. So --

A. -- in the western region.

Q. Fair enough. So take me through, then, briefly, the hierarchy of the claims handling department. Who's in charge there?

A. Jeff Leung.

Q. Could you spell that, please?

A. L-e-u-n-g.

Q. And what's his title?

A. Well, he's a claims manager. I'm not sure what his official title is. I think he's a vice president and claims manager.

Q. And do you know, is he an attorney by --

A. He is an attorney.

Q. Okay. And does he -- does he write coverage opinions for WFG?

A. Not usually. He -- he will -- he will review them. It's -- I'm not saying that he doesn't, but it's not primarily his responsibility to do that.

Q. Okay. And then below Mr. Leung, who would report to him, do you know?

A. All of the claims staff.

Q. So he's your direct report?

A. Yes.

Q. Okay. And the claims staff consists of what titles? Obviously claims officer, like you. Who else?

A. We have senior claims officers, junior claims officers, corrective employees, administrative employees.

Q. Did you say corrective?

A. Yeah. You know, there's an area of claims where they just have corrective documents that need to be done, so there's people that are more specifically tasked with that -- or were, I should say. I think that

department's grown too -- or area.

Q. Okay. And how many senior claims -- how many senior claims officers are there in your office?

A. In the department?

Q. Yes. Sorry.

A. One, two -- five.

Q. All right. How many junior claims officers are there?

A. Three.

Q. How about corrective employees?

A. The -- the -- the junior officers handle the corrective.

Q. And how about administrative staff?

A. Administrative staff is one, two, three, four.

Q. Okay. Do you -- does WFG claims department employ any in-house legal counsel?

A. We have one -- one -- one of our -- no. Two of our claims officers are attorneys, in addition to Jeff.

Q. What are their names?

A. One of them is out on leave right now. Jeff Dondanville.

Q. Can you spell that?

A. If I write it. D-o-n-d-a-v-i-l-l-e [sic].

Q. Okay. And the second?

A. I knew you were going to ask me that. Chris --

Chris -- Chris Brink, B-r-i-n-k.

Q. Okay.

A. Sorry. I'm really bad with names, so...

Q. It's okay. You're doing fine. And so those two folks are senior claims officers?

A. Yes.

Q. And they're also attorneys by training?

A. Yes.

Q. Do they act as in-house counsel? Do they give legal advice?

A. They're -- they are not retained as in-house, are they? They're not retained as in-house counsel, but they do give us -- not legal advice as -- as our role as an insurer or a corporation, but legal advice as to specific claim issues and resolving them as actually the title claim itself, if that makes sense.

Q. The last part did not make sense to me, but the first part did. But on the title claim itself, meaning what? What do you mean?

A. Well, if there's -- if there's certain -- you know, one is licensed in California, one is licensed in -- I don't know if he's licensed in Kansas or Nebraska. So they have a different knowledge in different states of cases that would be applicable to resolving a title issue, but they -- we would never use them to advise -- how do I say it -- for

legal advice on a corporate level, I guess, is the best way to say it. Just -- they're just practical as in claims handling and resolving the specific title issue.

Q. But not, for example, like -- let me ask this directly. Did you ever consult with either of these two regarding any issue in this case?

A. No.

Q. How about -- I'm sorry if I'm not getting it, but if there's a coverage opinion that needs to get written, who writes it?

A. The claims handler.

Q. I see. Okay. In this case, did you consult, at any time, with counsel regarding Precision Assets' claim for affirmative -- a request to make affirmative -- let me lay foundation.

During the course of WFG assigning counsel to Precision Assets, Precision Assets made requests to file various cross and counterclaims. Do you recall that, generally?

A. Yes.

Q. And is that something that you discussed with legal counsel or did you make the decision on your own?

A. Well, I made the decision on my own, based on the types of claims they wanted filed, because they were not related to the title to the property, and that falls outside

the coverage of the policy.

Q. Okay. All right. So you did not consult on that particular issue?

A. Not initially. So I'm sure there were conversations between myself and Jeff Leung, my manager. I've had several conversations with him regarding this claim and different -- different situations, so... and he confirmed my position on the cross-complaints.

Q. Okay. I know you said earlier that the handling of a claim varies, based upon the type, lender, et cetera. Can you tell me, though, the basic steps from intake? So something is tendered for coverage. Is there, you know, general steps that you follow to open a file and can you run me through that? Let's say one that's in litigation like this one. You recall, generally, that Precision Assets tendered the lawsuit by Mr. Dattala for coverage, generally speaking, correct?

A. Yes.

Q. So how -- how did it get handled from there? Who would open a file? What would happen? How does it get assigned? Can you tell me those things, generally?

A. I don't know. The administrators -- there's one particular administrator that's tasked with assigning the claims to the various claims handlers, based on location of the property, and, you know, they just try and spread them

out as best they can. The claim is open, and then we're noticed that the claim's been opened.

So normally the first step is, in this case, as an example -- sorry. I need the Complaint. I think in this case, Cody told me there was a lis pendens on the property, so, you know, we need to know what is the case? Is there anything in that -- in those allegations in the case that would fall under coverage? So we need the Complaint, we need the buyer's or the insured's document related to the contract for their purchase, and it just kind of evolves.

Well, we also reviewed the title file. If we did do the escrow, WFG handled the escrow, we'll also get the escrow. We just try and compile as much information as we can from the onset, and then once you start into an investigation, you know, you have to follow that, and it leads you where it leads you.

I think it took us -- in this particular one, it took us a while to get a copy of the Complaint. Precision hadn't been served. I think I had an attorney eventually pull it, but then Cody may have also provided it around the same time. I'm not sure on that timing.

Q. Okay. Ms. Weller, would you like to take a brief break?

A. We can. Sure.

Q. Okay. Why don't we take ten minutes and we'll

come back?

A. All right.

(A brief recess was taken.)

BY MR. BENEDICT:

Q. We're back on the record. You're experienced about -- and I'll ask you this once, where every time we take a break and you come back on, you're still under the same oath as this morning. Do you understand that?

A. Yes.

Q. Okay. Let's look at -- you mentioned you looked at the PMK notice. Let's look at Exhibit 3, which is that notice, please.

Here we go. Would you take a look at that one? You reviewed it earlier in anticipation of your testimony, correct?

A. Yes.

Q. Okay. I'd like you to look through it. I'm not going to read them into the record or slow us down. And I'd just like to ask you if, based upon your review of the topics, if there's any topic that you believe someone else at WFG would be the person most knowledgeable or do you believe you're the person most knowledgeable on each of these topics?

A. I think I am the person most knowledgeable on these topics.

Q. Okay.

A. From the way -- the way that I read them.

Q. Okay.

A. Some of them, I'm not clear -- it wasn't clear to me, actually, where you were going with it, but -- or meant by it, but I don't see any reason why I wouldn't be the person most knowledgeable.

Q. Okay. Is there a particular category you recall that you don't understand?

A. It's not that I don't understand it. I'm just not -- I just am not -- your terminology is maybe different than how I would refer to it, so I think if we get to that, we can clarify what your understanding is.

Q. Okay. And other than the documents you reviewed that you've already testified about, what other steps did you take to prepare yourself as the person most knowledgeable?

A. I did -- I did have some discussions with management, Jeff Leung, early on about -- and I think this was on some documents that you had requested, which would be needed for some of these, and most of it relates to reporting, how we report and track particular claims in different areas in which you were inquiring about, and I did (technical difficulties) are not areas in which we track things, so we don't have that information. But aside from

that, I don't think that there's (technical difficulties) --

Q. Ma'am, part of the --

A. -- anything.

Q. I'm sorry to interrupt. Part of your answer got obscured from the video. So you said you spoke with Mr. Leung --

A. Yes.

Q. -- about some of the documents we had requested, and then I think your voice went out from there. Would you mind repeating?

A. Oh, I'm sorry. Yeah. So in your request for documents, there were areas in which you wanted various reports as to different categories or conditions that claims would fall under, and so I went to him to confirm that we do not track claims in particular ways, excuse me, and that the information isn't available, and I think some of that is -- falls under your topics for today as well, so that's where I got that information.

Q. Okay. Besides speaking with Mr. Leung, did you speak with anyone else within WFG to prepare yourself today?

A. Not that I can recall right now, no.

Q. Okay. Other than the document that you happened to cross, did you review any other corporate documents or policies, handling procedures, regarding this particular file?

A. No.

Q. Did you ask anybody to retrieve any documents for you to help you prepare for your testimony?

A. I retrieved -- you have to -- I've spent more time on your document request than on this topic list, so it's kind of hard to keep them separate. Well, I -- what I mentioned to you, the reporting on the number of claims. No, nothing -- nothing in the last few days.

Q. Okay.

A. I mean, a lot of the things I asked -- reached out and asked people if they're available are related to your document request.

Q. And are there documents that are available that have not been produced yet in the case by WFG that are responsive?

A. That, I don't know. They're -- I think we're working to confirm that right now.

Q. Okay. I guess I just feel like I'm dancing on the head of a pin a little bit. I guess what I'm trying to --

A. I'm sorry.

Q. No. You're answering the best that you can. Maybe my questions could be better. What I'm trying to find out is, are there documents that would have helped you with some of these topics that are available within WFG's system that you have not yet had an opportunity to review?

A. I don't believe so.

Q. I'm sorry?

A. I do not believe so.

Q. Okay. So you believe that with what you reviewed, you're ready to testify about all these topics?

A. Yes.

Q. Even though there may be other documents out there that have not been produced?

A. Yeah. Because I think my understanding is the documents don't exist.

Q. Okay.

A. Is that the best way to put that?

Q. That's fine.

A. Yeah.

Q. Let's go to, then, Exhibit 4. Exhibit 4 is Responses to Third Set of Requests for Production of Documents. Can you see that on your screen?

A. Yes.

Q. There's some preliminary statements, so let's get to the request. The escrow file has been produced. Now, let me ask you a question. In the course of your claims handling for these two claims, 50 and 59 Sacramento, did you have any communications with any of the parties or their counsel, other than Precision and WFG, of course?

A. As in Bursey or Dattala?

Q. Medina, Spencer.

A. Oh. I didn't even know they had an attorney. No, I haven't had any communications with anybody other than Precision --

Q. Precision?

A. -- and WFG's attorneys.

Q. All right.

A. Uh-huh.

Q. Just for clarification, Request No. 14, is it accurate to say that escrow procedures and so forth, as requested here, would not be something within your purview for the company?

A. Correct.

Q. How about Request No. 16? Did you look -- in your preparation for today, did you look for any documents that address Affidavit of Grantor or an Affidavit of Uninsured Deed?

A. In putting out information, request for some information to double-check that I have everything, I did not see any bulletins through an Affidavit of Grantor. What was the other one?

Q. Affidavit of Grantor. Ms. Santos also called it Affidavit of Uninsured Deed.

A. Uninsured Deed, yeah. That's what I know it as. Nationally or state specific to Nevada, I did not see any --

any bulletins in that area. That -- also, what I have not been able to locate is a policy and procedures manual for title in Nevada. I've asked them also to look nationally. I don't believe anything exists nationally, but I haven't seen that. I don't know that it would go into that specific of instructions as to a particular document, but if it exists, I haven't -- I haven't located it yet.

Q. Okay. How about 17? Did you inquire of any documents that would be responsive to 17?

A. There is something I came across in the escrow division, as far as notary, but it was just basically to comply with the State's standards. So that -- I mean, that's -- or the request is a little bit vague because I don't know what -- the actual employee notarizing documents? The need for notarizing documents outside of escrow? I -- so I haven't -- there may be something in a procedure manual that was -- or bulletin that was sent over.

I'm not sure if that's actually been produced to you yet, but what I reviewed was that -- nothing specific as to how they would retain a notary. Just that you, as a person notarizing documents for WFG, need to comply with, you know, IDs, identification, and the State requirements under whatever state you're acting.

Q. Okay. How about 18? Did you either search for yourself or inquire about any documents that would be

responsive to 18?

A. That is something I'm still, again, waiting to come back, a policy and procedures manual for title, search, examining, you know, issuing the reports and policies.

Q. Okay.

A. You know...

Q. Okay. So you're working on it still?

A. Yeah. I mean, I know of a policy for California, but I don't know if that's applicable to Nevada, so... it's more of an SOP than a policy and procedures.

Q. Okay. And I think Ms. Spaeth talked about it, her understanding. Could you tell me your understanding of the difference between an SOP and a policy and procedure?

A. Well, standard operating procedure is just basically the procedures that's commonly done within the industry as a whole and adopted -- sometimes they do match a policy and procedures manual, but they're going to be consistent across the industry where you are employed, and then the policy and procedures manual are maybe a tweak on those SOPs or completely different from those SOPs that your employer has dictated the way that's how they want them used.

Q. So the SOP is something that is industry wide and accepted. Is it memorialized at WFG?

A. I -- I don't -- all of them? Like, is there a

book of standard operating procedures?

Q. That's one --

A. No.

Q. -- question.

A. Yeah, no.

Q. Then how would one go about learning them?

A. This whole industry is pretty much on-the-job training. So, I mean, there are things, you know, that are -- that are distributed through underwriting bulletins. You know, all the documents that you've asked for, memos from your manager, you know, just different ways to a specific situation. And then you also have, you know, different laws in different jurisdictions and state apply to one office that aren't going to apply to another, you know.

Q. And how are those state-specific laws communicated from WFG to your office as claims handlers?

A. Well, our -- our -- normally they're referenced in treatises or cases, you know, that we've handled in the past. We learn about them. We do get -- what do you call it -- now case laws that come down from different affiliates -- affiliates? No. Different organizations and associations; CA, CLTA.

Different states have their -- you know, CLTA is California Land Title Associations. Different states have their title associations, and you have the -- you know,

American Land Title Association, it's national. They will provide information that are cases -- new cases that are -- that are applicable to situations in title.

Q. Your voice went out. Did you say that are applicable?

A. Yeah. That may be applicable to different situations in title claims.

Q. Okay.

A. Cases. Title cases, rather.

Q. Fair enough. So if I'm understanding it, there's an industry standard that folks learn by on-the-job training that's called standard operating procedures?

A. No. I'm just referring to standard operating procedures as something that you learn on the job. Those procedures would be regardless of what company you work for.

Q. Okay.

A. Unless that particular company provides you with a different procedure for that specific situation.

Q. And that company-specific procedure is what you're referring to as a policy and procedure?

A. Yeah.

Q. Okay. And then on top of those, there are bulletins?

A. Yeah. Underwriting bulletins, you know, memos, you know, how -- however the particular company decides to

distribute information.

Q. Okay.

A. And to whom.

Q. Yes. And then the last part would be treat -- well, not the last part. Second to last part would be treatises?

A. Uh-huh.

Q. Is that a yes?

A. Yes. I'm sorry.

Q. Okay. And then from time to time, update on case-specific laws from some kind of trade organization?

A. Right.

Q. Or a CLTA, ALTA kind of thing?

A. Right.

Q. Is there one place, besides each individual's brain, that puts these all together so that people know kind of the path to follow or is it just a case by case experience?

A. Well, we share -- you know, like we might -- we have meetings once a month with the claims handlers. There's discussions about particular cases that, you know, we will ask, Does anybody have a case on point for this or, you know, that? You know, it's -- we share information.

Q. And you said those are typically monthly meetings?

A. Yes.

Q. Is there any record kept of those, an agenda or minutes or anything like that?

A. No. Not to my knowledge. An agenda, but an agenda as to -- the claims discussion would be, you know, the part that would be where we would be discussing specific claims, but not -- they're not set out as to what claims are going to be discussed or not discussed.

Q. Okay. And if, for example, again, this is a hypothetical, but if some case came down from the United States Supreme Court, however unlikely that might be, it would not be identified as, okay, the new US Supreme Court case. It would simply be a general topic of claims discussion; is that right?

A. It would -- it would -- I mean, it would depend on the case, what it applied to. We would -- we also have attorneys that -- that either market themselves to or are retained by the company will, you know, arbitrarily e-mail cases that they think are applicable to our -- our industry. You know, Hey, have you seen this new case or that new case?

I mean, we have attorneys that we retain, too, that -- you know, any of our defense attorneys, if we have questions that -- that we want to discuss with them, not, you know, specific to a case, but just to get some advice, they're normally open to that as well.

Q. Is Request No. 20 something that you either looked

for yourself or asked someone to look for you?

A. That, I would -- I mean, that would just be something that when we searched for a policy and procedures for escrow, related to escrow, that would have been -- they wouldn't have specifically searched for that topic. You know, it's either in the -- in the publication or it's not, so I -- I would be surprised to see that in there, but...

Q. Okay. And from the claims side of things, did you have any input as to whether there were documents responsive to No. 21 or ask anybody to gather those?

A. That, we're waiting for human resources to come back with.

Q. Okay. Same thing with 22, ma'am?

A. Can you go up more?

Q. I'm sorry. No. 22, can you see it?

A. Yeah.

Q. Okay.

A. Yes. Waiting on human resources. That would be in their file.

Q. Okay. 23, is that a category that you asked -- you either searched for it yourself or asked to be retrieved to be produced in the case?

A. That's just in general for employees?

Q. Well, it says to your instructions, training manuals, et cetera, to your employees for handling title

claims based on fraud, forgery, or claim by a bona fide purchaser.

A. Yeah. There's not going to be something specific on the topic, but whatever is in the procedures -- procedure manual related to claims, in general, would be -- yeah, has been located.

Q. Okay.

A. I'm just waiting to see if there's an update on it, but...

Q. Okay. Same question with regard to 24. Is there anything that you've personally seen or asked to be retrieved that you're aware of is responsive to Request No. 24?

A. I mean, that just falls under the general claims handling procedures.

Q. I'm sorry.

A. Not specific to the type of claim.

Q. Okay. Would your answer be the same for -- well, let me ask. 25, that's the claims handling within -- is it a claims handling analysis or does it fall under your job responsibilities to deal with evaluating and handling potential conflicts between WFG and the insured?

A. Well, in evaluating and handling them, if it's something that you need to consult with manage (technical difficulties) would be the norm.

Q. I'm sorry. We're starting to have a little bit of trouble with your audio. It's making it difficult --

A. Wait. Let me tip it up a little bit. I don't even know where my speaker is. Sorry. My laptop is actually in the shop, so this is a very old one.

So this would not specifically be in any manual that I've seen or reviewed, but this would, you know, fall under an area in which if there were issues, you would want to consult with management. You need to change your procedure or your direction or, you know, not, so...

Q. Okay. And did you, in your claims handling for Precision Assets' claim under 50 and 59 Sacramento, did you speak with anyone in management about this particular issue?

A. I spoke with Jeff Leung after Cody claimed there was a conflict. There -- there was no conflict of interest at the time, in my opinion, and that was confirmed by management.

Q. What were your -- what was your opinion based upon at that time?

A. That the insured and the insurer were aligned in their defense of allegations being made by the plaintiff.

Q. Okay. And did there come a time when you became aware that Precision would be asserting allegations directly against WFG?

A. Yes.

Q. And did that change your opinion on whether there was a conflict?

A. Well, we knew it when they did that, there would be a conflict, and then when we started making arrangements to retain counsel for both -- different counsel for both (technical difficulties) and for WFG, and then they filed the Complaint and the case was -- the cases were moved.

Q. Okay. And throughout the gathering of evidence and some of the reporting from the joint counsel for WFG and Precision Assets, do you recall any evidence or testimony or opinion of counsel that you believed raised the -- raised the conflict between Precision and WFG and maybe their interest would not be aligned any longer?

A. Can you repeat -- repeat that question?

Q. Sure. As the evidence -- so you talked with Mr. Leung early and you didn't feel there was a conflict because the -- the interests were aligned. And then later when Precision said it was going to make a direct claim, you knew that there would be a conflict. In between the lawyer for WFG and Precision Assets, Andrew Bao relayed various evidence, his opinion, findings from depositions and so forth to you and to Precision Assets, correct?

A. I don't -- I don't know if there were any depositions taken at that point. I would have to go back through the whole case. I did not receive any information

from -- from Andrew that I believed conflict, and Andrew did not relay that he had any concerns that there was a conflict between the two parties.

Q. Your voice went out. May I -- may I state it again? Did you say you never received any evidence from Andrew that you -- from which you concluded there was a conflict? Did you say that?

A. Not a conflict of interest, no.

Q. Okay.

A. Now, there was a conflict on Cody's part with how the case was being handled by Andrew and how he was instructed not to file -- that Andrew was instructed by WFG not to file certain motions or documents that are -- or claims that Cody was pushing to be filed, but that didn't create a conflict of interest that would constitute separating the counsel.

Q. In your opinion?

A. Correct.

Q. Did you --

A. Because under the terms of the policy, it dictates what our obligations are to the insured and the fact that the insurer controls the litigation.

Q. Okay. And in forming your opinion, did you personally consult with any of the Nevada Rules of Professional Conduct for attorneys at any time?

A. No.

Q. Did you have someone do that on your behalf at any time?

A. No.

Q. Have you, to this day, consulted or had someone consult or opine on the applicability of the Rules of Professional Conduct to this case?

A. Well, if you want to say consult, I did speak with Stuart Wolfe and Andrew and confirmed their opinion that there was no conflict until such time that Precision filed against WFG.

Q. So your -- your opinion throughout was that there would not be a conflict of interest for professional responsibility purposes until there was an actual claim filed against WFG; is that correct?

A. Well, I don't think I -- I did not think that and the attorney did not think that.

Q. I'm sorry. Your audio is problematic.

A. Maybe I'm too close. I said I did not think that and the attorney did not think that either.

Q. Okay. So I just want to be clear with your answer. WFG's conclusion and the conclusion of the lawyers that were representing both WFG and Precision Assets, who you consulted about it, was there was no conflict of interest until such time as WFG actually filed its

cross-claim, correct?

A. No. (Technical difficulties) filed its cross-claim.

THE COURT REPORTER: Can you repeat that?

BY MR. BENEDICT:

Q. I misspoke, I think. Let me rephrase it, and we are having a difficult time, ma'am. We would like to keep a clear record. I don't know if it's getting closer or farther away or what, but I can tell the court reporter is struggling.

A. I'm sorry. I --

MR. LANCASTER: No. Dawn, I think it's got to be the Internet lag. It's not how close or far away, you know, and it could be anybody's connection that is resulting in that lag.

MR. BENEDICT: I'm hearing everybody else fine, but let's see if we can go at it again.

BY MR. BENEDICT:

Q. My question -- I think I misspoke at the end. My question was, WFG, through you, believed that based upon what it had observed in the case and what it consulted with the Wolfe & Wyman firm about, that there was no actual conflict of interest in the case until such time as Precision Assets actually filed its cross-claim, correct?

A. Yes. And in addition, also, Jeff Leung was

consulted on that issue as well --

Q. Okay.

A. -- feel there was a conflict.

Q. So yourself, management, and the counsel for both WFG and Precision Assets all concluded that there was no conflict of interest unless and until there was an actual cross-claim filed?

A. Yes.

Q. Okay.

A. Well, let me clarify that. They agreed there was a -- there would be a conflict when we were told that Precision was going to file a cross-complaint against WFG.

Q. But at no time before that, correct?

A. Correct.

Q. Okay.

A. We had -- we had no other knowledge that Precision had -- had any intention to try and prove the claim.

Q. I didn't catch that answer. I'm sorry. We had no information that...

A. That the plaintiff was going to try and prove the -- I mean that Precision was going to try and prove the plaintiff's case.

Q. And that's what you deemed the cross-claim to be, that Precision was trying to prove the plaintiff's case?

A. Well, in my opinion, yes. Instead of becoming

aligned with the defense against the plaintiff's claims, they basically have joined in the plaintiff's claims.

Q. Okay. And until there was notice that that was going to occur, you didn't see any conflict, based upon any of the evidence or research that you undertook?

A. Not as long as our -- that we were aligned in our defense. We had no reservation of rights under the policy. There were no indications that coverage was going to be pulled for anything that the insured could disclose to counsel. So a conflict -- you know, a conflict of interest and a conflict, as it's referred to in your documents, are two different things.

Q. I understand. I'm asking you questions about a conflict of interest from a professional responsibility standpoint.

A. And I -- we did not believe there was one.

Q. Okay.

A. Still do not. Well, up until that point.

Q. Up until which point?

A. The point that Precision was -- notified us that they were going to file a cross-complaint.

Q. Okay. Question No. 26, training of you. Those would be what you've testified to already, the policies and procedures, bulletins and so forth, yes?

A. Right.

Q. Would there be anything in your personnel file, separate and apart from what you've already testified about?

A. Not to my knowledge.

Q. Okay. How about if there were any complaints or reprimands or progressive discipline, would those be in your personnel file?

A. They should be, but I don't believe there are any. I'm waiting on HR to come back on that as well.

Q. Okay. 28 is similar to 26, in terms of your training and so forth. So it would either be what you've already testified about or --

A. Can you go back -- can you go back down a little bit?

Q. Up or down?

A. No. Right there.

Q. Okay. Sure. This one?

A. No. Scroll -- scroll to 28 so I could see the request.

Q. Yes. There's 28.

A. Okay. And the next page.

Q. Yes.

A. Yeah. They would -- they would already be produced or are in the process of.

Q. Okay. This goes to affirmative defenses and documents are identified, and it says additional documents

are produced, there might be more. Those are similar for affirmative defenses, and that's it.

Okay. Let me take you, then, to Exhibit 5. Exhibit 5 is Responses to the Fourth Request for Production of Documents. You see the title of the document, ma'am? Do you see the title there that we're talking about?

A. Oh, yes. I'm sorry. Uh-huh.

Q. Maybe to expedite this one, if you could tell me, to the best of your understanding, if there are documents that are responsive to each category and whether, to the best of your knowledge, they've been produced or are in the process of being produced, if that's what's happening?

A. No. 1, I believe they either have been or are in the process additional -- additionally in the process.

Q. Okay. How about -- so as to 1, documents do exist, and you believe that they've either been produced or will be produced?

A. Yes.

Q. Okay. 2, same question, please?

A. I don't believe I found any. There may be one, and if that -- and if it falls under that category, it is being -- it is being produced.

Q. Okay. Do you still have somebody looking for other potential documents there?

A. I believe in that particular area, we have

exhausted -- well, I won't say that. I did put -- I did put out a question to another employee just as a last resort to make sure that something hasn't been overlooked, but I think we've exhausted.

Q. All right. 3, same questions. Do the documents exist, as far as you know, or are they being produced?

A. Oh. Title or escrow. The same -- that would fall under the same request that I made to the other person on No. 2. I believe everything's been produced, but I'm making one -- one last effort to make...

Q. To make sure?

A. Yeah. To make sure something hadn't been overlooked.

Q. Okay. Request No. 4. It starts there and then rolls. Tell me when you're ready.

A. Yeah. Same as -- same answer as above.

Q. Same answer as for 2 and 3?

A. Same as 2 and 3, yeah.

Q. Okay. 5, please?

A. That one, I have requested from the same person. I have not located anything yet. Let me make sure.

Yeah. I have reached out to -- I feel like there should, but I don't know where else to look, so I consulted with one other person to try and locate something.

Q. Okay. Category 6, please? Request 6?

A. I can't see it.

Q. Can you see it now?

A. Yeah. I have not found anything, but it may -- it may be discovered with my most recent request, so...

Q. All right. 7? Tell me when you want the rest.

A. Go up a little. Yeah, that's the same. I'm sorry. Go ahead and go up -- or down, up. I don't know. The next page.

Q. Down.

A. I have something, but I, again, am still waiting to confirm whether there's more.

Q. Okay. 8?

A. I think something's been produced already. I don't know if you've received it yet, but I think there is something. But, again, if not, I don't know where else to look, so...

Q. 9, please? I'm sorry.

A. A little more. I don't know that something on that specific topic exists. I have not found anything. If my last request produces something, it will be included.

Q. Okay. 10?

A. Can I see the next page?

Q. Sure.

A. I believe one thing was identified, yeah, and it's probably being prepared.

Q. Okay. And 11? This is a different kind of -- this is a different kind of category than we've been talking about. No. 11 involves tracking numbers and something closed within one week of opening and that kind of --

A. Right.

Q. What --

A. And this -- this is not anything that we have the capability to produce.

Q. Okay. So there's no point --

A. I did speak with the, yeah, the national manager, and the system -- ResWare system is not capable of producing this information at this time.

Q. Okay. And did you ask -- so let me break that answer down, because I think there's two or three other ones like it. So WFG does not keep such a report in the ordinary course, correct?

A. Correct. Yes.

Q. And you asked -- let me ask it as a question. Did you ask if the computer system could be given parameters or that data could be retrieved such that it would say, Give me all openings and closings within one week, the next one is two weeks and so forth?

A. I asked if the system was capable of producing a report in this manner. That they would have to write scripts, is what I was told --

Q. Okay.

A. -- and program it to be able to do that.

Q. Okay. Thank you for the clarification.

A. Uh-huh.

Q. So 12, 13 -- I'm going fast, but it goes two weeks and four weeks, et cetera.

A. Oh, yeah.

Q. Those would all be the same answers?

A. Same answer, yes.

Q. Through No. 15 is 12 weeks, so I won't go over each of those, but same answer, you can't get any number of days or weeks because the program doesn't allow it, correct?

A. Right. As it currently exists, it does not allow it.

Q. Fair enough. How about No. 16? I think earlier in your testimony, you alluded to 16.

A. Yes.

Q. What did you find in that regard?

A. The total number of insurance claims received. So you want '18, 2018?

Q. Yes.

A. I mean, this is being produced. Did you want me to read these numbers into the record or...

Q. Well, is it short? Is it just a number?

A. Yeah. It's just a number.

Q. Let's do it.

A. '18 is 2,187.

Q. Okay. Yes.

A. '19 is 2,128, '20 is 1,612, and 2021, this is only through the end of March, which is 338.

Q. Okay. Thank you. And that will be produced?

A. Yes.

Q. Okay. And 17, you've given the total claims. Do you have documents that reflect how many ended up in litigation?

A. Yeah. We don't have any way to report that.

Q. Okay. Do you keep track of No. 18, that counsel's being appointed for the insured?

A. No. We don't track that.

Q. Okay. How about 19?

A. That, we do not track.

Q. Do you have an internal tracking of how many times WFG's been sued, though?

A. Not that I know of.

Q. Okay.

A. And not -- and I was told that this can't be tracked, so I would -- I mean, sued for what?

Q. Sued, period.

A. Oh. I have never -- I have never seen a report, heard of a report, and when I questioned if this could be

produced, I was told it's not something that we track.

Q. Okay. Same answer for 20?

A. That, we don't track.

Q. Same answers for 21? And I'll flip when you're ready.

A. That, we don't track.

Q. So WFG doesn't have any kind of way of tracking when it uses someone other than counsel it designates through its panel?

A. Well, you're saying WFG appointed an unrelated defense counsel or someone that's outside of their -- of a relationship with WFG?

Q. It's a fair clarification. I think I'm one question ahead of myself. So, internally, WFG does not keep track of instances where it appoints different panel counsel for an insured versus WFG being named in the case?

A. No.

Q. Okay.

A. It does not track that.

Q. All right. Okay. I'm sorry. I was one ahead of myself.

22, does WFG keep track of when it agrees to have independent counsel or non panel-appointed counsel represent an insured?

A. No, it does not.

Q. Is there any way to inquire, you know, even from an accounts payable standpoint, how many times that has occurred in these years?

A. No, because the -- I mean, we pay invoices for all the counsel regardless. I -- am I misunderstanding the question?

Q. Well, I mean, you have -- how many panel of counsel do you deal with in your claims handling?

A. Oh, I don't know. A dozen or more.

Q. Okay.

A. Just in the states -- just in the states I represent?

Q. Correct.

A. Yeah.

Q. And so if it's not one of those dozen or more and -- well, let me ask you this way: Have you ever, as a claims handler, agreed to have the insured choose its counsel?

A. No. How -- however, there have been instances in which the insured has already retained counsel before they tender, and that particular counsel is on our approved list and I continue to retain them.

Q. Okay.

A. The majority of time, we substitute in another attorney.

MR. LANCASTER: Dawn, did you say was not on your approved list or was on your approved list?

THE WITNESS: No. Was on our approved list.

BY MR. BENEDICT:

Q. So let me -- let me. We're having some audio -- I just want to make sure for a clear record. There have been times when an insured has retained counsel before they tender, and in those instances where that counsel is approved, on the approved list by WFG, you have continued to retain that counsel. Did I get that right?

A. Correct.

Q. But in a majority of instance when they've -- when an insured has retained counsel, if it's not approved, you substitute approved counsel. Is that also correct?

A. Correct.

Q. And in your times claims handling for WFG, to the best of your recollection, you have never approved counsel for an insured that is someone other than on WFG's approved counsel list. Do I have that correct?

A. Can you repeat that?

Q. Sure. In the time that you've been claims handling for WFG, to the best of your recollection, you have never had WFG pay for counsel chosen by the insured that was not on WFG's approved list?

A. They may -- we may have added them.

Q. Sorry. What did you say, ma'am?

A. If -- if -- if the insured were to tender and already had retained counsel, and that counsel, although they may not yet be on our approved list, that falls under this attorney that we used to approve them, we may add them to our approved list and -- and continue to retain them.

Q. Okay. So a different way to say it is, in order to represent a WFG insured, an attorney needs to be on WFG's approved list?

A. Yes.

Q. And --

A. And --

Q. And as least as far -- I'm sorry.

A. Under the policy, we do not have an obligation to pay for the insured's private counsel --

Q. Okay. And --

A. -- except under specific circumstances.

Q. Okay. And at least as you sit here, in your claims handling since 2011, you cannot think of an instance where you, as the claims officer, approved insured's counsel that was not, either at the time or ultimately, approved on WFG's list. Do I have that correct?

A. I think there was one instance, and we are -- and that was because of the time of the -- of the acceptance, but we are now in the process of substituting in another

counsel. So we did allow him to temporarily continue to represent the insured, and we are now substituting in another counsel. That's the only instance I'm aware of.

Q. Okay. And in your approximately 11 years with WFG, how many claims have you handled, approximately, that were in litigation?

A. I can't even begin to guess.

Q. Okay. I don't want you to guess, but it would be measured in the thousands, wouldn't it?

A. In 11 years? A hundred a year. No, I couldn't -- I could not -- the business has grown substantially over the past 11 years, so the volume that I handle now is not the same volume that I've been handling, and in addition, I would say in the past three years, litigation claims, as opposed to non-litigation claims, have probably increased as well, percentage-wise.

Q. Okay.

A. I cannot guess. I couldn't even begin.

Q. So there's no way for you to give me a range or estimate without just flat guessing?

A. Right.

Q. And it would be at least several hundreds, right?

A. It could possibly be close to a hundred, but in 11 years, that would be -- I don't know. I just couldn't even -- I'm not in the state of mind right now to try and

venture that. It would be a guess. If I were to give you a number, it would be a guess.

Q. Okay. I don't want a guess.

How many open litigation files do you have today?

A. I do not know. I have approximately 200 open claims right now. I do not know what number of those are litigation. Probably 40, maybe.

Q. Okay. That would be your best estimate?

A. Yeah.

Q. Okay. All right. Let's get through this document and we'll take a quick break.

23. Tell me when you're ready.

A. There you go.

Q. It starts there, "Please produce." Tell me when you're ready to go further.

A. I'm ready.

Q. Okay. Is that -- I can't quite get it on the same page. Is that something that you've looked for?

A. That's not something that we track.

Q. Okay. How about 24, are there any responsive documents to it?

A. Sorry about that. It's not something that we would track, and I have not reviewed this State Farm case, but management did, and it's not applicable to title insurance Cumis counsel, from what I've been told, but as

far as -- if that's what you're going -- directing this at, is a Cumis counsel situation; is that correct?

Q. Well, yeah, it speaks, you know -- I don't want to change what's there because I don't want it to be misleading, but where the insured or someone acting on his behalf requested independent counsel, as reflected in State Farm, of the insured's choice?

A. Yeah, I would --

MR. LANCASTER: Objection, based on a legal conclusion and her lack of knowledge of what that State Farm case is.

Answer, if you can.

THE WITNESS: It's not something that we track.

BY MR. BENEDICT:

Q. Okay. Outside of Mr. Lancaster, who has told you that the State Farm case is not applicable with title insurance?

A. I did not consult with Mr. Lancaster on that.

Q. Okay. Fair enough. I wouldn't want you to tell me if you did. Other than him, who told you it's not applicable to title insurance?

A. (Technical difficulties.)

Q. Did you answer, ma'am? I couldn't hear you.

A. Yeah. Jeff Leung, my manager.

Q. How about 25? Are there any documents that exist

for 25?

A. I -- I don't know if this is available. Is this on a national level that you're referring to?

Q. Yes.

A. I don't know if -- I'm going to have to look and see if they check for that. I don't -- I don't know if cases are identified as bad faith in any -- in anything that we would notate and be able to use for reporting information, but I will double-check on that.

Q. All right. Thank you. Would your answer be the same for 26?

A. Yes. Yes.

Q. All right. How about 27, is that something that's tracked, you have documents for?

A. Oh, I will have to see if they have documents. They gave me a count of that.

Q. Okay.

A. The Insurance Division in Nevada, insurance complaints, yeah, they gave me a count on that. I'll have to check with the compliance officer and get the documents.

MR. BENEDICT: Okay. All right. That's the end of that. Okay. Why don't we take a ten-minute break, go off the record. Can we go off the record, everyone?

MR. LANCASTER: Yeah.

(A brief recess was taken.)

MR. BENEDICT: So let's go back on the record.

BY MR. BENEDICT:

Q. I would like to screen share with you Exhibit 6. For the record, Exhibit 6 is Bate-marked 1086 through 1104. It is marked confidential. Have you seen this document before, ma'am?

A. Sorry. Yes.

Q. And I can scroll through it. It's dated May 9th. The first page is dated May 9th, 2019. It is Bate No. 1086, from a Cody Raynoha at assist.precision@gmail.com. Do you see that?

A. Yes.

Q. Do you recall working on this claim with a person by the name of Cody Raynoha from Precision Assets?

A. Yes.

Q. And does this -- what is this e-mail, at least as you understand it?

A. That's what we consider as tender.

Q. Okay. So this -- this tender does not come in directly to you? It goes to a WFG NAT CA Claims. Do you see that?

A. Yes.

Q. What is that address, if you know?

A. That's the claim submission e-mail address.

Q. Okay.

A. And that is monitored by three or four people in the office.

Q. Okay. And then the person who retrieves it then assigns the claim, like you discussed earlier in your testimony?

A. Yes.

Q. Okay. And Mr. Raynoha is telling you that they actually have two claims here. Do you see that?

A. Yes.

Q. And that lis pendens had already been filed?

A. Yeah. That's what he said in his -- in this e-mail.

Q. And he attaches some documents --

A. Uh-huh.

Q. -- starting with -- referring you to 1088, which is the Affidavit of Grantor.

A. Yes.

Q. So let me ask you a question, because it's not altogether clear to me. Is there -- is there something that you internally call a claims handling file that this tender would go into or how -- I didn't see anything with any kind of file folder or anything like that which would indicate this is the claims folder for 50 and this is the claims folder for 59. How -- how is that -- how was it set up in this 2019 time frame?

A. The -- the two claims themselves or the actual file?

Q. Well, the files. Is there a separate file maintained for each?

A. Well, first off, the files are all electronic.

Q. Okay.

A. There are two different claim numbers assigned in this -- in this particular claim. And in other claims in which they're so closely related to each other, rather than duplicating all of the communication from one file to the next, I -- I normally maintain it under one of the files and then notate -- there's a notation within the system that there's a claim related to that one.

Q. Okay. And do you internally call it a claims file?

A. Yes.

Q. Okay. And what are the types of things that go into a claims file?

A. Communication, back and forth copies -- copy of -- like I said, if we did the escrow, the escrow file, the title, agent's file -- which, actually, now the way that ResWare system works, I know that was brought up in the other deposition, the escrow and title file are actually combined if WFG did the escrow -- notes. I mean, just whatever you would typically find in a -- in any file.

Q. Well, I don't have the benefit of knowing what would go into your claims file, so that's why I'm asking you.

A. Yeah. Normally -- normally I will do -- I will do a current search of the property to make sure that I have, you know, all the current records, anything that's transpired after closing. We would ask the insured for copies of all their documents relative to the transactions and, you know, various things. There may be -- there may be appraisals that we have to do. It just depends on the claim, what else is going to be in that file.

Q. Okay. When you say a search of the property, you mean a title search, a public record title search?

A. Yes.

Q. Okay. When you said notes, what kind of notes would one expect to see in the file?

A. There's an -- there's an area in the system to put in whether it's a phone message, e-mail, other comments or concerns -- comments or information relative to coverage or status. There's several different labels you can tag them under in there.

Q. Okay. And you said this is electronically maintained --

A. Yes.

Q. -- in a folder that you have called Claims Files

or how -- how is it maintained?

A. It's in -- it's in a system, a claim system that was developed by WFG.

Q. And what's that called?

A. The claim system.

Q. Okay.

A. I don't -- I know it doesn't have any kind of fancy name. Hold on. AMS 2.

Q. Can you say that again, please?

A. A as in apple, M as in Mary, S as in Sam, and then the number 2.

Q. And is that -- does that system run on a particular software, like we were referring to in the previous depositions? On the escrow side, they have ResWare. Is there a software that assists claims handlers with their system?

A. Not to my knowledge. I -- it's -- WFG actually built this system. It was originally designed as a data system, just to track the number of claims that we have and who they're assigned to, and then they build off of it from there. So it -- you know, they did not purchase any -- any software. It was developed in-house.

Q. Okay. We've lost your video, Dawn.

A. Oh, wow. Am I back?

Q. Now you are, yes. Thank you.

A. Oh, wow.

Q. Okay. These documents are just marked WFG, you know, 1086, et cetera, through 1104. Can you determine that this was in your claims file?

A. I -- it should be. It should be in there.

Q. I'm just -- I'm trying to understand, you know, the universe of the documents that we're talking about, and so on the -- on the escrow side, it was pretty simple. It was called Escrow File and it was Nos. 1 through 290, and then 291 through 5-something. I did not see your file denoted the same way, so I'm wondering, is there some way to give me the parameters of what was actually in your claims file versus other documents that would be produced?

A. It's just going to be a collection of documents.

Q. Do you have a Bate range of what's been produced that's within your file?

A. I don't know. I have not looked at -- I -- I have not seen. I don't think I've seen that, the claims file that was Bates-stamped.

Q. Okay. Okay. Well, I don't want to bog down --

MR. BENEDICT: Aaron, perhaps you can work with the witness and identify that for us, what's in and not in the claims file, please. Aaron?

MR. LANCASTER: Yeah.

MR. BENEDICT: Okay. Thank you.

BY MR. BENEDICT:

Q. Based on this tender, Ms. Weller, what did you do -- what specifically did you do, based upon this tender? And if you want me to roll through everything, I'm happy to. The Affidavit of Grantor, I've shown you. This one --

A. Yeah. That --

Q. That one was on 1088. That's on 50 -- that's on 50 Sacramento. You see the reference up at the top to 50 Sacramento?

A. Yeah. I -- I -- that wouldn't have been a target of my investigation. I would have requested the contract and purchase agreement, escrow documents, and then I would have reviewed the chain. I mean, this is -- this is a little bit different in that -- not different, but, you know, just to determine the -- under the Complaint is the biggest thing I need to see here. I need to see -- there's a lis pendens, so what are the causes of action, and are those causes of action covered under the policy?

Q. Okay. And --

A. I know -- I know initially that Cody did not have that. I think I mentioned that earlier in the day. He did not have the Complaint.

Q. Okay. And did you eventually get ahold of the Complaint and the other documents that you're referring to?

A. Yes.

Q. And was it you that made the determination that the Complaint by Dattala was covered under the title policies of 50 and 59 Sacramento?

A. Yes.

Q. Do you have any notes or memo or anything that would tell you the considerations that went into the determination of coverage?

A. Well, I don't -- not any notes, you know, because I'm just viewing things. I mean, obviously there's coverage for somebody making a claim to the title -- to your title, and I did not find anything in the escrow file or the, you know, documents that Cody provided, or whoever provided them to me, that Precision was anything other than a BFP.

Q. And we all know, on this call, BFP means bona fide purchaser for them, correct?

A. Uh-huh.

Q. Is that a yes?

A. Yes.

Q. In your initial review of the tender and coverage, and including looking at the escrow file, reading the Complaint, did you see anything that gave you pause for concern as to whether WFG had performed its escrow services properly?

A. Not -- not the escrow services, per se. I recall that my -- my biggest concern, on WFG's part of it, was the

allegations that these notaries who had allegedly notarized these forged signatures were employees of WFG.

Q. And that's --

A. So I -- go ahead.

Q. I was just going to say, that's a valid point. WFG was actually named as a party in this lawsuit, right?

A. Yes.

Q. So you saw that from review of the original Complaint?

A. Yes.

Q. Okay. And you saw the allegation that the notaries were employees of WFG. That gave you some concern?

A. Correct. So I -- I confirmed that they were not and had never been employees of WFG.

Q. Okay. Did anything else that you reviewed at that time in making a determination of coverage give you pause for concern as to either the title handling or the escrow handling of either file?

A. Not -- not really. I mean, it was pretty much a basic title and escrow file.

Q. Well, there was an allegation of forgery in the Complaint, correct?

A. Yes.

Q. So that's -- is that something that you would consider to be typical?

A. It's not -- it's not that unusual.

Q. Okay.

A. At least not in the claims I handle, especially in Nevada and California. So I did do some basic investigation into the prior title records when Mr. Bursey owned the property, and I didn't -- I didn't believe that there were concerns with the signature having been forged on the actual deeds. Did I say Bursey? Mr. Dattala, when he owned the property.

In my opinion, I didn't think that the -- the signatures on the deeds to Bursey were forged, or if they were, they were a very good job. So, you know, basically moving forward, I -- I felt that we had valid transfers in the chain leading into our insured, and they were a BFP, so, you know, we had defenses against the allegations and we would proceed with that.

Q. Okay. And your opinion that the deeds, at least, did not look forged was based upon your looking at them?

A. My experience in reviewing signatures over the last 25 years, 30 years, and comparing them to the older -- older signatures in the file of Mr. Dattala, in the chain of title of Mr. Dattala.

Q. Okay. And have you ever been licensed or qualified as a handwriting expert?

A. No, I have not.

Q. Did you, at any point in this case, hire one?

A. I -- I -- no. WFG did not hire a handwriting expert.

Q. Okay.

A. I wouldn't -- I would never hire a handwriting expert during my investigation into a claim.

Q. Even when something was already in litigation alleging forgery?

A. No. It would be something that -- if we decided we needed a handwriting expert, it would be something that would be discussed with counsel and at whatever point in the discovery that we would move towards that direction.

Q. Do you know if WFG retained a handwriting expert for this case at any time?

MR. LANCASTER: I'm going to object, based on attorney-client communications.

If you learned of the information or can respond of it outside of any communications that you had with counsel in this -- in this case, you can go ahead and answer.

MR. BENEDICT: Wait a minute. Counsel Bao represented both parties, so --

MR. LANCASTER: No, I know. I'm limiting it to me.

MR. BENEDICT: Okay.

MR. LANCASTER: So I'll say counsel for Wright Finlay & Zak that represented WFG exclusively didn't have a tripartite relationship with Precision and WFG.

BY MR. BENEDICT:

Q. Okay.

A. I -- I am not a hundred percent certain on that, and -- but I do know that, no, with Andrew, we never got to a point of retaining a handwriting expert.

Q. Okay. In the -- in the course of -- in the course of your investigation of the file, did you, at any time, speak with Ms. Santos about the matter?

A. Yes.

Q. When?

A. It would have been early on. I -- my recollection of my conversations with her was did we retain either one of these notaries to notarize the documents that were in question, meaning the deeds -- the deeds from Dattala to Bursey and the other documents that were notarized outside of the transaction that -- the documents prior that were signed prior to our escrow opening.

Q. Okay. And what do you recall her -- what do you recall her saying --

A. She --

Q. Say again.

A. She said no, she did not.

Q. So as far as you understood it, in speaking to Ms. Santos, WFG had not retained any of the notaries for either transaction?

A. The documents prior to escrow.

Q. Okay. So for any --

A. Is it Bonita?

Q. Yeah. I'm not trying to trick you. There were three that were mentioned; Bonita Spencer, Lillian Medina, and Kim Muhammad.

A. Right.

Q. Those were the three notaries mentioned. As far as you know, WFG did not retain any notary for any transaction between Dattala and Bursey?

A. At the time of my investigation --

MR. CHILDS: Well, hold on. I want to -- I want to make an objection -- this is Benjamin Childs -- about what document he's referring to, the question is referring to, as to it was mentioned. Because I -- unless we marked the first Complaint, it's not in there. It's not in there. So I just want to clarify what the question is about. What document is referring to notaries?

MR. BENEDICT: My question was, the witness testified that she had discussions, quote, early on, with Ms. Santos, and one of the questions that she asked Ms. Santos was, Had WFG retained the notaries for any of the

transactions that predated the escrow?

BY MR. BENEDICT:

Q. Do I have that right, Ms. Weller?

A. That was -- that was one, but then it went further.

Q. Okay. What happened next?

A. To the three; Bonita, Lillian, and Kim, all three of those notaries. Had we retained them at all? And I was told no. Now, during the depositions earlier this week is the first I found out that Jenine did use a service to retain Lillian.

Q. Lillian Medina?

A. Yeah. Wasn't that her testimony, I think, in the...

Q. I don't get to answer questions, but we all --

MR. LANCASTER: Dawn, I'll just instruct you to answer based on your knowledge and your understanding.

THE WITNESS: Okay.

BY MR. BENEDICT:

Q. Okay. So in your investigation, up until this week, you were unaware that WFG had retained Lillian Medina? Is that a fair summary?

A. I'm sorry. Can you repeat that?

Q. Yes. In your investigation in claims handling, up until this week, you were unaware that WFG had retained

Lillian Medina?

MR. LANCASTER: Objection. Misstates the facts. There's testimony WFG did not retain Lillian. They went through a notary service.

MR. BENEDICT: Let me rephrase.

MR. LANCASTER: Thanks, John.

MR. BENEDICT: No problem. It's fair. Retained is a lawyer word.

BY MR. BENEDICT:

Q. Up until this week, in your claims handling and investigation, you were unaware that WFG had used a service to procure a notary, and that notary was Lillian Medina; is that accurate?

A. That is accurate, yeah.

Q. Okay. Who made the --

A. Sorry.

Q. Okay. No problem.

A. My monitor has blocked the motion sensor.

Q. Who made the determination, on behalf of WFG, as to which counsel to appoint for Precision Assets, the insured?

A. I did.

Q. Okay. What were your considerations in -- you ultimately chose, what's it called, Wolfe & Wyman?

A. Yes.

Q. What were your considerations that went into choosing that firm?

A. The history that we had with them, the fact that their attorneys are very experienced at defending litigation involving our insureds, and we work well together, and they know what our expectations are.

Q. And so Wolfe Wyman was on WFG's approved list?

A. Yes.

Q. Did you consider any other firms to be appointed for Precision Assets?

A. No.

Q. And at that time, for Nevada, approximately how many approved firms were on the WFG list?

A. I don't know at that time. I -- I personally have always opted to use Wolfe & Wyman in Nevada, so I -- I have not had to search the list.

Q. Okay. And so when you would get a Nevada claim, you would go to that firm because of your past experience with them?

A. Yeah.

Q. And at that time, meaning the time to choose the Wolfe Wyman firm, did you consider hiring separate counsel for WFG?

A. No.

Q. Why not?

A. Because our practice is if there's -- there's no reason to hire separate counsel and there's -- there's no reason to hire separate counsel.

Q. Okay. Do you recall there being a First Amended Complaint filed in this case?

A. I think so, yes.

Q. Shortly -- in your recollection, was it shortly after the Complaint?

A. I -- I don't recall.

Q. Okay.

A. I don't think it was that -- I think it was pretty early on in the case, yeah.

Q. Okay. Do you recall, generally speaking, that Mr. Dattala was suing for -- suing WFG for negligence?

A. Yes.

Q. Okay. And so did you consider that if Mr. Dattala was correct or could prove negligence against WFG, that that negligence would also impact WFG's liability to its insured?

MR. LANCASTER: Objection, based on the legal conclusion. If it's just asking for her understanding, go ahead and answer, if you can.

MR. BENEDICT: It was. She made the determination, so...

THE WITNESS: I never considered that Mr. Dattala would be successful in the negligence claim against WFG

because WFG owed him no duty.

BY MR. BENEDICT:

Q. Okay. And without revealing communications with current counsel, do you know why WFG never filed a motion to that effect?

A. There was --

MR. LANCASTER: Hold on, Dawn. Objection. Vague and ambiguous regarding "to that effect." If you could clarify that just for a little bit.

MR. BENEDICT: Sure.

BY MR. BENEDICT:

Q. Based upon the fact that you concluded WFG owed Mr. Dattala no duty.

A. There were some motions that were being filed in the case. I don't recall exactly what they are. I believe that the first motion was to try and get the case dismissed so that Precision could proceed with their -- their business --

Q. Okay.

A. -- on the property. I know that there were multiple delays with the Court, and I don't recall at this particular time exactly what they were, and then COVID hit.

Q. Okay. And do you -- without revealing anything with the Wright law firm, do you know why there was -- do you know if or -- strike that.

Do you know, one way or the other, if WFG ever filed a motion claiming that it should be dismissed or summary judgment against Dattala based upon the fact that it had no duty to him?

A. Offhand, I don't recall.

Q. Okay. Did you consider that for as long as the negligence claim was pending by Dattala against WFG, that there was at least a potential for a direct conflict of interest with the insured?

A. No.

Q. Why not?

A. Because it was Mr. Dattala's claim. There was no claim by the insured that we were negligent.

Q. Okay. And you didn't see that if -- if Mr. Dattala was successful in proving negligence or any of his other claims, that potentially WFG could be found liable to Precision Assets for damages it caused as a result of not handling the title or escrow correctly?

A. I had no concerns that Mr. Dattala was going to be successful in any of his claims as to WFG.

Q. Based exclusively on your conclusion that it owed him no duty?

A. We owed him no duty. He was not a party to any transaction and he is not an insured under any policy title insurance.

Q. Okay. To your recollection -- well, strike that.

How long, in 2019, when you appointed Wolfe Wyman, how long had you been working with them for WFG's Nevada claims?

A. From the first Nevada claim I had -- well, the first litigation I had in Nevada, which I don't -- I don't know how long that was, I don't.

Q. Was it pretty shortly --

A. I have been using Wolfe & Wyman in California and Nevada and Arizona as long as we've been operating in those states.

Q. Okay.

A. And work with -- with Wolfe & Wyman goes back to California, prior to WFG, of the other underwriters that ultimately became WFG.

Q. Okay. Have you ever had one of your claims go to trial where Wolfe Wyman tried it for your insured?

A. Yes.

Q. Okay. And you were satisfied with that handling and results?

A. Absolutely.

Q. What was the agreed upon hourly rate on this case with Wolfe Wyman?

A. I'm not sure what -- what their rate is to us. It's gone up over the years. I -- in the 275 range, around

there.

Q. Okay. Who did you first discuss this lawsuit with at Wolfe Wyman?

A. Stuart Wolfe.

Q. At that time, did Mr. Wolfe discuss with you the need for a conflict waiver between the insured and WFG if Wolfe Wyman was going to represent both parties?

A. No.

Q. Did he -- did anyone at Wolfe Wyman ever tell you that it would be required that they would get a written conflict waiver between WFG and the insured in order to represent both parties?

A. After Precision filed their cross-complaint.

Q. So not before that?

A. Well, when we -- when we were aware that they were -- when they had made Andrew aware that they were going to file it is when the conversation started.

Q. Okay. So to the best of your recollection, no one ever advised you, as the claims handler, that in order to represent WFG and Precision with the same attorney, there needed to be a written conflict waiver signed by both clients?

A. No.

Q. And did a written conflict waiver ever get presented to WFG for this case to be handled by Wolfe Wyman

while it was simultaneously representing Precision?

A. Not to my knowledge.

Q. Do you have any knowledge of if a conflict waiver was presented by Wolfe Wyman -- let me be more clear.

Do you have any understanding if Wolfe Wyman ever presented a written conflict waiver to Precision Assets for the dual representation of WFG and Precision?

A. I -- I'm not sure if it was for the dual representation. Once the cross-complaint was filed, I think our intention was to retain -- continue to retain WFG for one party -- continue to retain Wolfe & Wyman for one party and to provide new counsel for the other party, and Wolfe & Wyman could not do that without conflict waivers, and they did not have, so both -- they represented -- if my understanding is correct. Anyway, that's why both parties retained new counsel -- were provided new counsel.

Q. And that was after the cross-claim was filed?

A. Yes.

Q. Okay. So up until that point, were you aware, from any source, that Precision Assets had been presented with a written conflict waiver or a sign-off on dual representation by the Wolfe Wyman firm?

A. I'm not aware that they were, no.

Q. Do you have any signed conflict waiver or dual representative waiver in your claims file?

A. No.

Q. Or anywhere in your system of documents?

A. Not -- I have never seen one, no.

Q. All right. Did you ever discuss -- prior to the cross-claim being filed, did you discuss with anyone at Wolfe Wyman entering into a joint defense agreement for the representation of WFG and Precision Assets?

A. No.

Q. Was one ever presented to WFG for consideration, to your recollection?

A. No.

Q. Do you recall -- do you know, one way or another, if such an agreement was presented to Precision?

A. I don't know.

Q. Did you ever have any discussions with anyone at Precision asking them to waive a conflict -- a potential conflict of interest prior to the cross-claim being filed?

A. No.

Q. Did you ever have any discussions with anyone at Precision Assets asking them to waive or agree to a joint representation or joint defense agreement prior to the cross-claim being filed?

A. I'm sorry. You lost -- can you start that one over?

Q. I can. Sure.

A. I was trying to restore but --

Q. No, I know. Prior to the cross-claim being filed, did you ever discuss with anyone at Precision Assets whether they would agree to a joint defense agreement or joint representation agreement?

A. No.

Q. When you reviewed -- when you reviewed the file after the First Amended Complaint and upon receiving the escrow file and the documents that you were seeking, who did you understand the parties to the escrow for 50 Sacramento to be?

A. The parties?

Q. Yes.

A. The parties to the escrow were Precision and Mr. Bursey.

Q. Okay. And did you understand that escrow was originally opened with an entity called Highest Cash Offer as the buyer?

A. I think I saw an assignment in their file.

Q. Okay. And the same questions with regard to 59. Who did you conclude were the parties to the escrow?

A. Precision and Mr. Bursey.

Q. And do you recall, in that one, an assignment?

A. Well, I recall -- I recall seeing assignment. Whether there was one in each file or, you know, I -- I

don't know, but yeah.

Q. Okay. Let's look at Exhibit 7, please.

This document is also identified as confidential, and it is one page, Bate-numbered WFG3803. Do you have it in front of you on the screen, ma'am?

A. Yes.

Q. Okay. So this document is dated June 14th, 2009 [sic]. The document -- is it a document that you prepared and sent to Mr. Raynoha?

A. Yes.

Q. And it's the response to the tender of defense?

A. Yes.

Q. Would this typically be your first communication with the insured?

A. No. No. Like I said, I reach out to them to -- to, you know, get documents. I may have questions or, you know, follow-up questions during the investigation.

Q. Okay. So between the tender and this letter, would you have memorialized your communications with Precision Assets? Would it be via e-mail, phone notes? What would I look for?

A. If it was -- if it was via e-mail, it would be in there. If it was -- if it was on the phone, it may or may not be in there.

Q. When you say "in there," you mean in the notes

section?

A. In the -- yeah. Yeah.

Q. Okay. At least as of June 14th, this is what you were relaying to Mr. Raynoha, that you had reviewed 1 through 4?

A. Yes.

Q. Okay. And is the second two paragraphs, are those kind of a stock letter or is that --

A. Yeah.

Q. -- something that you created for this particular letter?

A. Well, obviously I -- there's information that I have to make specific to the -- to the claim, but it's -- it's a -- it's preprinted and I make the changes I need to.

Q. Okay. And from -- from this point, when Wolfe Wyman was retained, is it accurate to say that you were the person on behalf of WFG that was making the defense strategy and decisions?

A. Decisions, after consultation with counsel.

Q. Okay. Ultimately, your call, right?

A. Uh-huh.

Q. Is that a yes?

A. Yes.

Q. Okay.

A. Unless I -- unless I feel the need to discuss it

with management.

Q. Okay.

A. You know, sometimes there's multiple options presented, and I just like to discuss every view with an attorney because I'm not an attorney.

Q. Okay. After Wolfe Wyman was retained, did it submit a budget to WFG?

A. I -- I would have to look through the file to see if I had a budget from Andrew or not.

Q. Would that be something in the claims file?

A. Yeah. It would probably be in the e-mails.

Q. How about billings themselves? When you get a bill from an approved counsel, where are those housed?

A. They do -- they do -- after they've been -- I don't get into that part of the system because I don't get involved in the billing. Ultimately, they do end up in the claim system with a copy of the check that paid them, by the administrators.

Q. Okay. And do you play any role as to determination of a bill's reasonableness or compliance with your -- with WFG's, you know, billing requirements?

A. Yeah. We review -- we review every bill, approve it, submit it, and then it goes to upper management to be re-reviewed and approved.

Q. So that's part of your claims handling obligation?

A. Yeah.

Q. So you would have reviewed the bills in this case?

A. Yeah.

Q. Okay. Did Wolfe Wyman submit a case overview or an outline of strategy for this case to you?

A. I don't remember specifically on this one. That is part of their normal procedure with us.

Q. Okay. Do you recall whether -- I think you said earlier that you believe Wolfe Wyman filed a motion to dismiss the case. Do you recall when that was? Was it relatively early? Was it a first response? Do you recall?

A. I -- I want -- I do not recall, without reviewing the file. I want to say it was -- I believe it was the first response.

Q. Okay. And do you recall having any input to the decision on whether to file that motion to dismiss?

A. Yeah. I -- Andrew would have -- would have discussed it with me, and I would have approved it or told him no if I didn't agree with it.

Q. Okay. So you -- you take into consideration what the attorney wants to do, but ultimately, it's your decision in the case, correct?

A. Ultimately, it's the company's decision.

Q. With you as its conduit, with counsel its agent, right?

A. Yeah. Yeah. Whether it's something that I decide on my own or whether I consult with -- with management on it. I am the -- normally the person that would respond to the attorney.

Q. Okay. I'm going to draw your attention to Exhibit 8. It's also marked confidential, WFG1584 and 1585. Have you seen this document before?

A. Probably.

Q. June 25th --

A. I can't read anything but --

Q. Okay. So let me roll through it. So it's 1584 and 1585. It's a June 25th letter from Wolfe & Wyman, addressed to Cody Raynoha. I'll let you read it in full, but you're copied on it at your e-mail address. Do you recall basically receiving this document?

A. I can't read it when you're moving it around like that.

I don't remember it specifically, but...

Q. Okay. It talks about the following plan of action, going onto 1585. Do you recall, generally, that plan of action?

A. Uh-huh.

Q. Is that a yes? Is that a yes, ma'am?

A. I'm -- I'm still reading.

Q. Okay.

A. Yes.

Q. This talks about a call -- now I'm in the third paragraph of the letter, back on 1584. A call on June 19th, 2019. Was that a call that you were on, on behalf of WFG?

A. I -- I don't -- I don't remember.

Q. Okay.

A. I mean, that is my understanding, but that would -- that was my understanding without questioning Precision about that.

Q. Okay. Was this something that -- your original understanding, was that something -- and I'll let you read it here. Was your original understanding, was it something that you ultimately confirmed with Precision Assets?

A. I don't know if I did, because I never had a -- I never had a question about it.

Q. Okay.

A. I never -- you know, in talking with Jenine about the -- about the transaction, I never had a reason to suspect that Precision had anything to do with obtaining any signatures or documents on -- on Dattala or Bursey's behalf.

Q. Okay. And has anything that you've seen or come to learn in the case changed that conclusion? Have you seen anything that suggests that Precision had anything to do with the transaction between -- the transactions between Dattala and Bursey?

A. No.

Q. Okay. And Andrew Bao writes that Precision -- "We understand that Precision wishes to market the subject properties as soon as practicable -- or practical and we will strive to provide recommendations that keep this in mind."

A. Uh-huh.

Q. So were you also aware, from this June 19 time frame, that it was Precision's intent to market and sell the properties?

A. I -- I knew they were flippers, so it would go without saying, in my mind, that that was their intent.

Q. Okay. And do you recall, from time to time after that, communications where they said they had a viable buyer or they really wanted to get this thing cleared because, as flippers, this was not in their business model?

A. Yeah. I recall communication from, I believe, Cody to that effect.

Q. Okay. And that was something -- was it something that they continually, I don't know, stated or raised with both counsel and WFG?

MR. LANCASTER: Objection, based on speculation, whether you knew that they raised it with counsel, but you can answer as to whether they raised it with you or not.

THE WITNESS: Yes. And I was going to say, I have

no idea what they raised with counsel, but I do know that it was communicated to me probably on more than one occasion.

BY MR. BENEDICT:

Q. Okay. And they told you that the longer that the litigation dragged on, they'd be losing money?

A. Yes.

Q. Okay.

A. Uh-huh.

Q. And you understood that generally from their being flippers as well?

A. Yes.

Q. Okay.

A. But, well...

Q. And then at the end of Andrew's letter, he writes -- he writes, Furthermore, and you can read it from there, if you'd read that sentence to yourself about a tripartite relationship.

A. Yeah.

Q. Okay. And then the last sentence says, Therefore, Precision should not provide our office any information or documents it does not want revealed to WFG, and Precision should presume that all information shared with our office will also be shared with WFG. Do you recall reading that at the time?

A. Not -- not right now, as I sit here, but it's

nothing that I'm not familiar with.

Q. Okay. And did a relationship where counsel is representing both parties and advises one party not to share communications with it because it has to reveal it to the other party, did that give you any concern that there was a conflict of interest here?

MR. LANCASTER: Objection.

THE WITNESS: No.

MR. LANCASTER: As long as it's not related to any legal conclusions based on just your understanding of the industry, you can go ahead and answer.

THE WITNESS: No, it did not.

BY MR. BENEDICT:

Q. Okay. And the fact that dual counsel stated that documents should not be provided from Precision unless they wanted it to be sent to WFG, that did not give you any pause for concern of a direct conflict of interest?

A. No.

MR. LANCASTER: Same objection.

BY MR. BENEDICT:

Q. Your answer, please, ma'am?

A. No.

Q. And are you aware, generally, that one of the bases for attorney-client privilege is that a client can share, you know, anything outside of a fraud or a crime with

a lawyer, and a lawyer is bound to secrecy?

MR. LANCASTER: Objection. Based on legal conclusion.

MR. BENEDICT: I asked her understanding.

THE WITNESS: Can you repeat the question, please?

BY MR. BENEDICT:

Q. Sure. Do you have an understanding that one of the bases for the attorney-client privilege is outside of an upcoming crime or fraud, that a client can tell a lawyer pretty much anything, and that communication is shielded from being transmitted by the lawyer to anyone?

A. Yes.

Q. Okay.

A. That is my understanding.

Q. So it didn't concern you that as a condition to having this appointed counsel for Precision Assets, they had to agree not to be bound by that attorney-client relationship?

A. Repeat that again.

Q. Yes. It didn't give you a pause for concern about a direct conflict of interest of having the same lawyers represent both parties when as a condition to that representation, appointed counsel was telling the insured, You can't provide us information or documents that you don't want us to share outside of the privilege?

A. No, because that standard, whether that is standard in defending insurance claims -- in an insurance claim, because there's always a tripartite relationship, whether -- even when the -- when retained counsel is not defending the insurance company in addition to the insured.

Q. And your understanding is that because of that tripartite relationship, a condition of it is that an insured cannot share information or a document with its appointed counsel, other than with an expectation that it's going to be shared with the insured -- strike that -- with the insurer? I misspoke.

A. Correct. My understanding of those statements are that if the insured should present documentation to counsel that provides evidence of, say, their participation in the fraud -- I'm speaking generally, not to this particular case in any way, shape, or form -- that information has to be shared with the insurer. That would potentially take the claim out of coverage, and that's what that paragraph is related to, in my understanding.

Q. Okay.

A. Not to the fact that he was representing both WFG and the insured.

Q. Okay. But by its face, the dual counsel was saying, We cannot have a full attorney-client privilege?

MR. LANCASTER: Objection. Legal conclusion. I

think it misstates the legal conclusion.

THE WITNESS: I don't -- I -- can you repeat the question?

BY MR. BENEDICT:

Q. Sure. Mr. Bao is writing, Don't give us information or documents that you don't want revealed to WFG. You see that?

A. Yes.

Q. Okay. And that Precision should presume that all information shared with the office will also be shared with WFG?

A. Yes.

Q. And so as conditioned to having Wolfe & Wyman be appointed as their insurance -- as their insurance defense lawyers on this claim, Precision had to waive the scope of its attorney-client relationship with Wolfe Wyman?

MR. LANCASTER: Objection. Misstates law and it calls for a legal conclusion.

MR. BENEDICT: Well, the witness has opined repeatedly as to her opinions and understanding, so go ahead and continue.

THE WITNESS: I don't, first, see anything in there that they're waiving anything. They're being -- they're being -- they're being told the facts. In that paragraph, as I repeated earlier, is a tripartite

relationship between an insurer, their insured, and retained counsel.

BY MR. BENEDICT:

Q. Okay. And is there a letter in your file, written by Wolfe Wyman to WFG, which tells WFG that anything it provides to Wolfe & Wyman, any document, any information, will be revealed to Precision Assets?

A. I don't -- I don't recall seeing one.

Q. Have you ever seen a document with this language in it at the end, the last sentence? Have you ever had a document from Wolfe Wyman addressed to WFG, telling it, In this tripartite relationship, if you give us something as a document or information, we're going to share it with the insured?

MR. LANCASTER: Objection. Compound. Do you want to break those up. That was two questions.

MR. BENEDICT: It wasn't intentionally, so...

BY MR. BENEDICT:

Q. Have you ever received a document from Wolfe Wyman which says that WFG should not provide our office any information or documents it does not want revealed to the insured?

A. I -- I have not seen one directed to us. We have an understanding of the tripartite relationship. Most insureds do not.

Q. Okay. And do you recall ever receiving a document from WFG that -- strike that -- a document from Wolfe Wyman, in all the years that it represented WFG, that WFG should presume that all information shared with our office will also be shared with an insured?

A. We -- well, so you have to go back to the fact that there's not a lot of information that we're going to provide to Wolfe & Wyman.

Q. Ma'am, I'm sorry to interrupt you, but it was a yes or no question.

A. Go ahead and repeat the question.

Q. Do you recall ever receiving a document from Wolfe Wyman that said something to the effect of, WFG should presume that all information shared with our office will also be shared with the insured?

MR. LANCASTER: Objection. Attorney-client confidential communication. I'll instruct her not to respond regarding all the times that Wolfe & Wyman had represented them in prior cases.

BY MR. BENEDICT:

Q. If there was such -- if there was a document that was reciprocal here in this case, it would be in your claims file and it would have been produced in the lawsuit, correct?

A. I don't know that that file would have been

requested.

Q. When --

A. There's the --

Q. When the requester for all communications related to the claims handling, you wouldn't think that that would fall within the scope, ma'am?

A. Not generally, no, because that would fall within WFG's defense in a lawsuit.

Q. Well, so do a number of the documents that have been produced. My question is simple.

A. They -- they -- go ahead.

Q. My question is simple. You don't recall ever receiving a document from Wolfe Wyman putting WFG on notice that all information shared would also go to the insured, correct?

MR. LANCASTER: Object. Vague. Are you saying for this case?

MR. BENEDICT: For this case.

THE WITNESS: I thought I was instructed not to answer that?

MR. LANCASTER: No. You can go ahead and answer that if you saw -- if you saw that document.

THE WITNESS: No. I don't recall offhand. I don't recall.

///

BY MR. BENEDICT:

Q. And if there was such a written document, it would be in your claims handling file?

A. No. Because --

Q. Where would --

A. -- my file for litigation against the insured is separate from the claims file.

MR. BALL: John, I don't -- I don't mean to interrupt. I think Mr. Childs has to go, and I do as well. It is 1:57, and if we could pick this back up, that would be really helpful.

MR. BENEDICT: I would like an answer to the pending question, and you interrupted her in the middle of her answer.

BY MR. BENEDICT:

Q. So finish your answer and we'll go off the record.

A. That -- A letter to -- to W -- addressed to WFG about Wolfe & Wyman's defense of WFG would not be in the claims file for the claimant.

Q. But it's not a letter just about WFG's defense. It's a joint defense, just like you were copied on this letter, so wouldn't it be in the claims file, ma'am?

A. I would not have filed --

MR. LANCASTER: Objection. Asked and answered.

///

BY MR. BENEDICT:

Q. I'm sorry. You would not have filed it there?

A. I would not have filed it in the insured's claim file.

Q. Where would it be?

A. It would be in my defense file for the company.

Q. I'll ask you to review for that and produce it, please. And with that, I'll sign off so Mr. Childs can get on his call. Sorry that it was so tight.

MR. CHILDS: So I'll come back. When are we talking about, a half an hour or...

MR. BENEDICT: Yeah. Let's take till 2:30, and if you get stuck on court, we'll wait for you to come back.

MR. LANCASTER: Let's go -- let's go 2:45 so we can at least let people have lunch.

MR. BENEDICT: Okay. 2:45.

(A brief recess was taken.)

BY MR. BENEDICT:

Q. Okay. So we're back on the record, and I'd ask you to look at Exhibit 9, please, which I'll screen share with you. Exhibit 9 is -- I guess the copy is not showing confidential for some reason, but we agreed to treat it as confidential. It bears WFG1847 through 1852. It starts with an e-mail dated July 24th, 2019, Bate No. WFG1847, from Mr. Bao to Cody Raynoha and copied to you. Do you see that,

ma'am?

I couldn't hear you if you answered.

A. Oh, I'm sorry. Yes.

Q. Okay. Sorry about that. And then there's some redacted parts of it and it scrolls down to the last page, which is 1852, and it's sent on the Wolfe Wyman e-mail -- I guess I wouldn't even call it a letterhead -- e-mail notification of who it's from.

Do you recall receiving this e-mail from Mr. Bao on or about July 24th, 2019?

A. Not offhand, no.

Q. Okay. It would be something that would be -- be contained -- excuse me -- would be contained in your claims file?

A. Yeah.

Q. Okay. And he says -- he starts by saying, "We have reviewed the First Amended Complaint" -- so at least by this date, there was a First Amended Complaint. We agree on that?

A. Uh-huh.

Q. -- "records available to us and discussed the facts on 50 and 59 Sacramento." Then he goes into some analysis and case handling, which we've redacted, at least for the time being, and concludes on this last page. This is where I wanted to draw your attention to.

Now, this e-mail address to Cody says, "Nevertheless, it is possible that a conflict of interest could arise in the future that would require us to withdraw or seek a conflict waiver. Some examples." In reviewing No. 1, did you believe that that was an accurate statement of what could create a conflict that would require chosen counsel to withdraw or seek a conflict waiver?

MR. LANCASTER: Objection. She testified that she doesn't recall receiving this e-mail.

BY MR. BENEDICT:

Q. Okay. In reviewing --

MR. CHILDS: I want to -- this is Benjamin Childs. I don't have -- my Exhibit 9 is different than the Exhibit 9 on the screen.

MR. LANCASTER: Yeah. Same with me. I think the -- mine doesn't have the last page as unredacted.

MR. BENEDICT: Okay. I think if you refresh your -- your -- if you refresh your Dropbox, I think it got updated.

MR. CHILDS: Oh. I'll look. Thank you.

MR. BENEDICT: Did that clear it?

MR. LANCASTER: I -- this is Aaron. I wouldn't be able to tell on my end because of our security protocol that we got to go through to get through Dropbox, it wouldn't be efficient for me, but I'll just look off of what you're

putting up on the screen, which is fine.

MR. BENEDICT: Okay.

BY MR. BENEDICT:

Q. Okay. So, ma'am, do you ever recall bringing to Mr. Bao's attention that you disagreed with his conclusion in No. 1 of what could potentially cause a conflict of interest to cause his firm to withdraw or seek a conflict waiver?

A. I don't recall ever seeing this e-mail, so I would say that I did not discuss it. I don't have a recollection of discussing it with anybody. I don't remember ever seeing it.

Q. Okay. Same question with regard to 2, do you recall ever bringing up with Mr. Bao, one way or another, as to whether you agreed that No. 2 would cause a conflict of interest that would require a firm to withdraw or seek a conflict waiver?

A. The same question as to No. 1?

Q. Well, it's to No. 2. No, I'm not doing that. As to No. 2, do you ever recall discussing that part as being something you disagreed with as a conflict -- potential conflict of interest?

A. I don't -- I don't recall seeing this e-mail. I have no recollection of ever seeing it.

Q. I can understand that, but you can read it, and

I'm asking you if you ever had a conversation about that subject matter with Mr. Bao?

A. Not that I recall.

Q. I'll say same question with No. 3. After you read it, do you recall ever having a discussion with him about that subject matter?

A. I -- I don't recall seeing this or having a conversation about it.

Q. Okay. And at the end, he says, "We will immediately raise any conflict issues if they occur." Do you recall any communication from the Wolfe Wyman firm to Precision Assets indicating a conflict of interest had arisen?

A. I don't -- I don't recall seeing anything to that effect.

Q. Okay. Let's go to Exhibit 10, please. Exhibit 10 is identified as WPG4726 to 4746. It starts with an e-mail from you, dated August 28th, 2019, to Andrew Bao, and you can see the Bate No. 4726, and it goes through a number of e-mails, which I'll ask you about some of the individual ones, all the way down to the last e-mail that I referenced with that same -- you'll see that before it is redacted throughout.

The way the e-mails were produced attached that report every time, so to be consistent, rather than removing

it, we simply redacted it, you know, without prejudice to discussing that later. And that's the end of the letter, and it goes all the way down to the end, which is 4746.

Okay. So what I'm going to ask you to do is go back up to the beginning and give you a little bit of context. This e-mail says, "That works," meaning the first page, 4746 -- I'm sorry -- 4726, and there's a thread there about getting together on the phone, et cetera, et cetera. So let's take a minute so that you can read it in context, and I'll start with 4726 and I'll go down two or three pages. Tell me when you're ready to move.

A. Are these in -- do they go the other way or this is the oldest one?

Q. That's the oldest one. Okay. So they go from this August 28th, they go older in date from there.

MR. LANCASTER: No. I think -- I think you have that backwards.

MR. BENEDICT: I mean, sorry, they go --

THE WITNESS: Start at the bottom.

MR. BENEDICT: This is the oldest one. 20 is old and they go back in time.

THE WITNESS: Can I start with the most recent one so that I'm reading them in the order they're sent?

MR. LANCASTER: But you'd want to start with the oldest one, which would be the bottom.

THE WITNESS: The earliest one.

MR. LANCASTER: Correct.

BY MR. BENEDICT:

Q. Okay. This one starts 4733 and it's right above the report. So on July 31st, Mr. Bao is writing to Cody, asking about the motion to dismiss. Now I'll let you read from there. Cody responds.

A. Okay.

Q. Bao responds -- on 4732, Bao responds to Cody.

A. Okay.

Q. Cody's e-mail, still on 4732. He writes to Bao.

A. Would it be possible that I can have control of the scrolling?

Q. I don't think so.

A. Let me move this whole --

MR. LANCASTER: Dawn, if there's any section that you want to just take a little more time on, John would be happy to work with you.

THE WITNESS: Well, it's just I don't get motion sickness, but watching this thing go up and down... I'm getting a bunch of pop-ups here. Hang on. Okay. Okay.

BY MR. BENEDICT:

Q. Now, this one I'm going to have to go back down but I want to just get the date. August 1st, 4730, from Andrew to Cody, copied to you, and here's what he wrote.

A. Okay.

Q. Andrew writes on Bate No. 4729, on the 12th, "Hi Cody," and then on to 4730.

A. Okay.

Q. And that was copied to you as well. On the 23rd of August, on 4728, Andrew gives an update, and then if you're ready, I'll go on to the next page.

A. Okay. Okay.

Q. Cody writes in the middle of the page, "I appreciate the update." You see that here?

A. Oh, yeah.

Q. And then the next one starts on 4727, from Andrew, August 27th. It goes on -- the substance is on the next page. Let me know when you're ready.

A. Okay. Okay.

Q. Sorry. I've got to get the Bate Number. 4727, an e-mail from you to Andrew, dated August 28th.

A. Uh-huh.

Q. 4726 is him writing to you about a time and you telling him that works. That's the complete thread that I'd like to ask you about.

A. Okay.

Q. Okay. When you wrote, on April -- sorry -- August 28th, 2019, "WFG is going to have to deal with the Deed of Trust that was allegedly not reconveyed by Dattala.

We will need to cross-complain against Bursey and Spencer. Let me know when you have some time to discuss this," what did you mean by WFG is going to have to deal with the Deed of Trust that was allegedly not reconveyed by Dattala?

A. There's allegations in Dattala's complaint that that reconveyance is forged, which if it -- if it was determined that it was by the Court, the Deed of Trust would still be alive on the property, even if Precision prevailed under the quiet title action. So they would -- they would get title to the property, but it would come with a lien on it. That's what I meant by that. So we need to -- we need to take some action to try and mitigate damages due to that fact.

Q. Okay. And "We will need to cross-complain against Bursey and Spencer," what did you mean -- what did you mean by that?

A. Bursey, for his breach, and Bonita, for notarizing documents that were allegedly forged.

Q. And those cross-complaints would be filed on behalf of Precision?

A. Yes.

Q. Would they also be filed on behalf of WFG?

A. No.

Q. Just Precision?

A. You mean as a plaintiff?

Q. As a cross-complainant.

A. A cross-plaintiff? No, they would not. Only Precision.

Q. Okay. And WFG was willing to fund those cross-complaints?

A. Yes. Because they go to title.

Q. Okay. On this e-mail, it doesn't show that Mr. Raynoha was copied. Do you recall why that was?

A. Just because I was -- I needed to talk to Andrew about it.

Q. Was there something about an impact on Precision and Precision possibly filing a cross-complaint that you needed to talk to the joint lawyer only yourself, without the codefendant on the phone?

A. No. It wasn't -- I wasn't trying to exclude him. I just wanted to have a conversation with -- with Andrew and, you know, I needed to discuss some facts and -- and see what options there were for causes of action and such, and it's just not something that I would normally include -- include the insured on. What's the -- what's the date between this one and the previous e-mail?

Q. 27th.

A. Yeah.

Q. And then yours is the 28th.

A. There was no intent to exclude anybody, and

anything that was filed would be communicated with Cody.

Q. I was going to ask you that. To your knowledge, did the pleadings that were filed, the Answer to the First Amended Complaint and the Counterclaim, were those pleadings, to your knowledge, transmitted ahead of time to Precision Assets?

A. I -- I would assume they were. I -- I know that the attorneys, they do ask me to review and, you know, consent to the filing, but it's my understanding that the insured is also included, not necessarily in the same e-mail that I am, but they are given the same review and comment option.

Q. Okay. Were there other times, to your recollection, that you had discussions with just Mr. Bao and without a representative of Precision Assets where the communication involved the Precision Assets aspect of the case, if you will, cross-complaint and counterclaim or affirmative defense?

A. I'm sure we did.

Q. And why not involve Precision Assets in those discussions with its counsel?

A. I -- I don't make a habit of involving the insured, what I'm communicating with counsel.

Q. Even though it's ultimately the insured's interest that the counsel is representing?

A. Yes. The counsel will communicate with them.

Q. Okay. We can turn, then, next to Exhibit 11. Also a document that counsel for WFG has asked to be noted as confidential, so we'll do so, and it runs from 27 -- WFG2735 through 2764, and the same report is redacted below. I'll scroll through it when you're ready. I don't want to make you motion sick, but the first one is from Andrew to Cody, copied to you and Avi Segal. Who did you understand Avi Segal to be?

A. Who do I understand Avi Segal to be?

Q. Yes.

A. He -- I believe he's one of the principals of Precision.

Q. Okay.

A. I apologize. I'm working off a laptop here. I don't have multiple screens, so I have to keep moving your faces around. Okay. Are you just showing it to me completely or --

Q. Yeah. I'm just showing it to you for identification purposes.

A. Okay.

Q. So there's 2735, and I'm going to scroll without, you know, trying to make you sick, but all the way down is --

A. It's not this part that makes me sick. It's when

I start reading it and then it starts moving.

Q. Okay. Fair enough. So it's redacted -- it's redacted until the very end, because it repeats that report over and over again, but I want to show it to you that way. Okay. So we're really only focusing on the first couple of pages. So let's scroll down and work backwards in timeline.

So I'm looking at the last line of 2735. Do you see that?

A. The last line what?

Q. Where it says it's from Andrew --

A. Yes.

Q. -- on October 15th, 2019.

A. Uh-huh.

Q. And he addresses the e-mail on the beginning of the next page, which is 2736. He addresses it to you -- sorry -- to Cody and you. Do you see that?

A. Uh-huh.

Q. Do you recall reading this e-mail at or about the time it was sent?

A. Not specifically, no.

Q. Okay. Would you take a moment and review the e-mail to see if that refreshes your recollection?

A. Okay.

Q. Okay. Let me finish this e-mail for you.

A. Okay.

Q. Okay?

A. Uh-huh.

Q. All right. Does that refresh your recollection about this middle portion, "The key takeaways are as follows: Medina, no question she failed as a licensed notary"?

A. I don't see that section you're referring to.

Q. I'm sorry?

A. Key takeaway. Go ahead.

Q. I'm pointing to the middle of the page.

A. Got it.

Q. Okay. Where Mr. Bao says, "I have a lot of notes that have yet to transcribe, but the key takeaways are as follows: Medina, no question she failed as a licensed notary. Her documents were notarized 4/29/19, yet she let Dattala and Bursey not sign her notary journal and allowed them to leave. She then got Dattala's signature in her notary journal two weeks later. She never got Bursey's signature."

Does that refresh your recollection as to what Mr. Bao was reporting in to you in October of 2019?

A. I am familiar with that -- with that information coming out of -- out of the deposition.

Q. Okay. But at that point --

A. Whether it was from this e-mail or another.

Q. Okay. But at that point in -- I'm not trying to be tricky -- October 15 of 2019, you were unaware that Medina -- that Notary Medina had been arranged by -- arranged through a service by WFG?

A. I -- I am aware of the information about her actual notarial act. I either missed or overlooked the fact that she had been arranged by WFG, or I forgot. That's always a possibility.

Q. And she talked about, the last sentence of the second to last paragraph, "We may wish to consider cross-claiming against Medina too." Do you know if any claim was ever brought on behalf of Precision Assets -- excuse me -- or WFG against Medina?

A. I'm not aware, sitting here, no.

Q. Okay.

A. Not one way or the other. No, I'm not.

Q. Would that cross-claim -- would a cross-claim, on behalf of Precision, be something -- against Medina be something that WFG was willing to fund through Wolfe & Wyman?

A. Yes.

Q. And so you don't know, one way or another, if the claim was brought?

A. Correct.

Q. Did you ever discuss bringing the claim with --

bringing the claim, to be precise, the cross-claim against Medina with anyone at Wolfe Wyman?

A. I don't recall.

Q. Okay. All right. Let's go to Exhibit 12, please. Exhibit 12's date is -- identify WFG4831 through 4853. It has been asked by WFG's counsel to be treated as confidential, so we will do so. It is an e-mail from -- the first one is from you, December 5 of 2019, and just for context, for now, I'm just going to scroll through it to show you the thread.

So it starts on 4831 and goes back and ties into that previous one, for the record. It goes all the way down. It's kind of a continuation of one of the ones we already talked about, or at least that's how it was produced, and then it goes down all the way through the report again until the end, okay?

It appears to me, starting at like, just for context, 4838. Remember, we looked at that August 1st e-mail before, and then Cody's e-mail about options, et cetera, so let's pick it up with what is marked as -- okay -- which starts on the bottom of 4831. Let me get the date. From Mr. Bao to you, dated October 28th, 2019.

A. Uh-huh.

Q. It starts there at the bottom, "Hope all is well." Do you recall receiving this e-mail from Mr. Bao?

A. Uh-huh.

Q. You do?

A. Part of it, at least. Let's see. Hang on. Sorry. I've got to move everybody's faces again.

Q. Do you recall receiving it, ma'am?

A. Yeah. I'm just trying to read it more careful.

Q. Okay.

A. Okay.

Q. And you respond on Bate No. 4831, December 5th of '19.

A. I think my -- is that my response?

Q. Is says "From." Do you see at the top?

A. Oh, okay. I'm sorry. Yeah. Can you go up a little bit more?

Q. Pull it? Yeah.

A. Yeah. There you go. Okay.

Q. Okay. Still talking about possibly filing a cross-complaint against Bursey.

A. Uh-huh.

Q. Do you know why, at least from when it first was discussed through December 5th, no cross-complaint had been filed against Bursey on behalf of Precision?

A. I don't know, but I know that -- I do know that there are a lot of -- there were a lot of delays in this case for one reason or another. I'm not specific on what

they were when they transpired, but this case was moving very slowly.

Q. Okay.

A. It usually had to do with the court.

MR. CHILDS: This is Benjamin Childs. I want to clarify the date, because this e-mail is dated December 5th, and I think Mr. Benedict stated the date of September 5th.

MR. BENEDICT: I didn't mean to. I'm trying to read. Thursday, December 5th, 2019, from Dawn Weller to Andrew Bao, Bate No. 4831, just to clarify. And thank you for correcting, Ben, if I misspoke. Thank you.

BY MR. BENEDICT:

Q. Did WFG believe that it had damages caused to it by Bursey?

A. Well, ultimately, if -- if the plaintiff prevails, we would, but, you know -- so we're entitled to stand in the shoes of the insured, and those are the -- those are the causes of action related to title that I'm referring to final cross-complaints on.

Q. I'm sorry. Your voice tapered off at the end. Those are the...

A. Those are the causes of action, under the cross-complaint, that I would be asking Andrew to file.

Q. On behalf of Precision --

A. Yes.

Q. -- only?

A. Yes.

Q. Okay. Can we look at Exhibit 13, then, please? Sorry for the delay, but sometimes it's actually saving stuff we've already covered, so I just want to make sure. That was one of those times.

Exhibit 13 does not show stamped as confidential, but counsel for WFG has asked that it be treated as such, so we'll treat it as such for this deposition. Exhibit 13 is 3209 through 3251, and it's redacted from -- I'm going to go fast here for a second -- from 3214 down, it's redacted because it repeats that report again.

So I'd like you to -- can we start at the oldest one on the thread and give you a chance to read it, Ms. Weller? So the oldest one starts on 3213, from Cody Raynoha, October 29 of '19, to Andrew and you, referencing, you know, obviously the claims and asking to refile the motion to dismiss on 59 Sacramento.

A. Uh-huh.

Q. Do you recall that happening, generally speaking, that after the motion to dismiss was denied as to both properties, Cody asked to refile it just as to 59 Sacramento because --

A. Correct.

Q. -- there were no allegations of fraud or

inducement in that action -- in that property?

A. Correct.

Q. Okay. And Andrew responds on October 29th, addressed to Cody, and you can read it. I'm not trying to speed rush you. Let me know when you need more.

A. A little bit more, yeah. Oh, too much.

Q. Too much?

A. There.

Q. Do you want to see the whole thing again?

A. No.

Q. Okay. Do you recall Andrew's response to Cody on October 29th of '19?

A. Not specifically, but -- but I do remember the facts.

Q. Okay. Did you speak with Andrew before he wrote the e-mail?

A. I -- I don't know if I did or not.

Q. Okay. Did you relay to Andrew, before writing this e-mail, that WFG did not want to file a separate motion to dismiss for 59 Sacramento?

A. Well, it's -- it's not -- I don't know at what time that we had those -- those conversations, Andrew and I, you know, relative to the timing of these e-mails. I don't know.

Q. But you did have them?

A. I did -- I did agree with Andrew's opinion, as put here, that we were not -- we were not getting anything out of this judge, going our way, and it seemed more prudent to focus on the summary judgment. She had already stated she wanted discovery conducted, and it didn't appear to Andrew that she was going to give any ruling in our favor until that had happened.

Q. Okay. And then in January, referencing 3211, an e-mail from Cody, addressed to Andrew but copied to you and me on that one, Avi Segal as well. Going down to the substance.

A. Uh-huh.

Q. Andrew asking again. Do you recall that generally happening in this January 2020 time frame, as compared to the previous e-mail that was October?

A. Yeah. I have no concept of the timing of all this stuff, so, you know, whatever is on the e-mail.

Q. Okay. So the e-mails would be the best time proof of what went on when?

A. Yes. Exactly.

Q. Okay.

A. Do you want me to read this?

Q. No. We'll go to this one. I mean, you're welcome to read it if it helps for context.

A. Well, I don't know what -- let me know when you

want me to start reading.

Q. Yeah. This one from Cody, again, to the same parties, January 27th, asking for the motion to dismiss again. Do you recall that this was a repeated theme from Precision?

A. Yes.

Q. And then you responded to that one on January 30th, Bate No. 3209, and so I'm going to give you the whole thing here. I'll give you a chance to read that.

A. Okay. Can I see the end of it?

Q. Yeah. Sure.

A. A little farther up. Too far.

Q. Okay.

A. Okay.

Q. So a couple of questions about what you wrote. The first is, did you discuss the contents of this e-mail with Andrew or anyone at Wolfe Wyman before you sent it?

A. Well, Andrew and I had a discussion.

Q. Well, okay. About the motion to dismiss, right?

A. Right.

Q. Okay. Did you speak with anyone internally at WFG about the contents of this e-mail before sending it?

A. No.

Q. Okay.

A. Not that I recall.

Q. Okay. This middle paragraph, at this time, the second sentence says, "Andrew has been instructed not to file another MTD," which stands for motion to dismiss, right?

A. Uh-huh. Yep.

Q. Okay. So you had instructed him not to file the motion to dismiss, correct?

A. Correct.

Q. And you were telling the insured that the insurer has the right to control that litigation?

A. Yes.

Q. And that was your understanding of this tripartite relationship that was going on among Wolfe Wyman, WFG, and Precision Assors?

A. No. That's my understanding from the terms and the conditions of the policy.

Q. Okay. So from the written title policy itself?

A. Yes.

Q. And in your understanding and experience, those contractual terms supercede any other terms in law?

MR. LANCASTER: Objection. Just based on your understanding. I know we clarified it, but I want to make sure that the record is clear. This is based on your understanding.

THE WITNESS: Yes. Based on my understanding, the

contract of the policy prevails.

BY MR. BENEDICT:

Q. So you operated on this file, at least, as the controlling document or doctrine was the written insurance policy between WFG and Precision Assets?

A. Can you repeat that?

Q. Sure. For this file at least -- I'm not asking you how you normally handle things, but for this file, you believed that the insurance policy controls the decision-making in this relationship between -- or among WFG, Wolfe Wyman, and Precision Assets?

A. Yeah. The -- the contract provides that the insurer controls the litigation.

Q. And that trumps anything else, in your understanding?

A. Well, I -- I would never say yes to anything else, but I haven't had experience, otherwise, to date, so...

Q. Okay. In addition to -- in addition to the ongoing discussions -- the ongoing discussions about motions to dismiss or other motion practice, do you recall, from time to time, that Precision Assets was asking to file affirmative counterclaims -- that WFG file affirmative counterclaims on its behalf?

A. I -- Cody had asked for some court claims to be filed, and I explained to him that they are not going to be

filed by counsel retained by WFG, and that they were free to retain their own co-counsel to file those causes of action, actions against whoever they wanted to file them against.

Q. Okay. So I think I asked the question as counterclaims, but your answer would be the same for both counterclaims, which are back against Dattala, and cross-claims, cross-complaint, as against any other party?

A. Bursey or -- yeah.

Q. Bursey, the notaries, whomever?

A. Correct.

Q. Okay. But what's a little confusing to me is why, in the e-mails, you were writing, We should -- that WFG, through its counsel, Wolfe Wyman, on behalf of Precision, should file cross-claims against Bursey, Medina, Spencer, on the one hand, but when the insured was asking to file cross-claims against Bursey, for example, or counterclaim against Dattala, the answer was no?

A. It was the specific causes of action that he wanted to file. It was for -- basically for their -- what they -- what they deem are losses, due to the fact that they are not able to flip this, and it's damages that do not go to title. We are -- we insured their title. We didn't insure -- blank on the word right now.

Q. A profit?

A. Anticipated gains.

Q. Okay.

A. Insured their title, and that's what we defend and that's what we filed cross-complaints about.

Q. Okay. I'm going to go back. Real quick question on Exhibit 6. Exhibit 6 was the tender, and it also sent in a copy of the 50 Sacramento title policy.

A. Right.

Q. So let me stop here. Do you recall -- do you recognize, starting at 1090, WFG's title policy for 50 Sacramento?

A. Uh-huh.

Q. If I scroll through it, that's 91. Generally, you recognize that as the title policy?

A. Yes.

Q. Okay. You're referencing this title policy, and I had a question on -- and this is on 1099. Defense -- here it is in context. I don't want to -- it's a full photograph. Defense and Prosecution of Actions, and it talks about A, and then there are items B, C, et cetera. In A, and you can refresh your recollection with the whole paragraph if you want, but I'm sure you've seen it many times.

A. Well, we do have several different policies.

Q. Okay. Take your time and read 5(a), please.

A. Okay.

Q. And while you're at it, if you'd look at 5(b), like boy.

A. Okay. I'm done.

Q. Okay. Thank you. In 5(a), it says, "Upon written consent" -- sorry -- "written request by the insured," et cetera, in the first sentence. And I want you to read that in context, because my question is about the third sentence that starts with, "The company shall have the right."

A. Uh-huh.

Q. "The company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action."

So the parenthesis, "subject to the right of the insured to object for reasonable cause," who in this file made a determination of whether Precision Assets' objection to counsel was, quote, for reasonable cause? Was that you?

MR. LANCASTER: Objection, as it calls for a legal conclusion.

BY MR. BENEDICT:

Q. You can answer.

A. I'm not sure which objection by Precision you're referring to.

Q. Okay. Is it your testimony that Precision never

objected to having appointed counsel on its behalf?

MR. LANCASTER: Objection. Vague and ambiguous.

BY MR. BENEDICT:

Q. Did -- okay. I'll rephrase. Did Precision Assets ask for its independent counsel to handle the defense in this case?

A. Yes.

MR. LANCASTER: Well, let me put an objection on terminology of independent counsel. As the expert reports disclosed, there's some differences of opinion on what independent counsel is, so if you can just define that a little bit better, John, just if we're using your understanding or what independent counsel is or what our expert defines that as, then we can identify at least who we're talking about here.

MR. BENEDICT: If you kindly just state your objections, Aaron. The speaking objection's not necessary. I'll rephrase it. I've rephrased it every time you've asked, so just state your objection and I'll rephrase it.

MR. LANCASTER: Well, I -- if you don't understand what I'm saying about independent counsel, if I say vague and ambiguous, we'll --

MR. BENEDICT: Object as to the --

MR. LANCASTER: -- go round and round.

MR. BENEDICT: Object as to the form. You can say

the phrase, I'll rephrase it.

BY MR. BENEDICT:

Q. Ma'am, who made -- strike that.

In your recollection, did Precision Assets ask to be represented by counsel of its choice in this litigation?

A. Yes.

Q. And who is your understanding of who that counsel of choice was?

A. I don't know who their counsel of choice was.

Q. Okay. And if you know that they -- that Precision asked for a counsel of choice, was that request made of you or someone else in the process?

A. Can you repeat that?

Q. Yes. You said earlier that you knew that Precision had asked for counsel of its choice and you're not sure who they asked for. Did they make the request for counsel of its choice to you?

A. Yes.

Q. Okay. But you don't remember who that was?

A. I don't recall that Cody stated an attorney when he made that.

Q. Okay. So as you sit here, do you ever recall, you know, reviewing or researching any lawyer or law firm to serve as counsel for Precision Assets that would have been chosen by Precision as compared to chosen by WFG?

A. No.

Q. And that's because you believed WFG had the absolute right to choose counsel, pursuant to the ensuring agreement, correct?

A. No.

Q. Pardon?

A. No.

Q. Okay. Why didn't you look at any requested counsel from Precision Assets?

A. Cody's request was that they wanted new counsel. I asked why, and he said because Andrew is not a good attorney. That is not a reasonable cause because I know that that is not a true fact. And I said, If you'd like to elaborate on it a little bit more, we can discuss it, and I never heard anything else.

Q. And how did that -- I'm sorry. How did that communication go down? Was it on the phone or via e-mail, in person?

A. I don't recall. It was not in person. It could have been on the phone. It may have been by e-mail.

Q. Okay. As you -- as you sit here, do you recall ever being asked to allow my office to serve as Precision's counsel of choice?

A. Not by Cody, no. I do not recall that.

Q. Do you recall ever being asked that?

A. I'm not sure if I was ever asked that.

Q. Okay. The determination of whether an insured's objection to counsel for reasonable cause, as set forth in this insuring agreement, is that part of your duties and responsibilities to determine as a claims handler?

A. Can you repeat that question?

Q. Sure. I'm trying to quote the language. It says the insured can object for reasonable cause. Is that determination something that's within your job duties, as you understand them?

A. I have not ever been instructed that it is not within my job duties.

Q. Okay.

A. If there was a challenge to counsel, I -- I would consult with management, but for a request for new counsel because the insured says that we haven't provided them with good counsel, and no further explanation of that statement, is not a reasonable cause to change counsel, especially when it's counsel that I know is very competent and capable of handling the case.

Q. Okay. Okay. If we can move, then, on to Exhibit 14. Sorry. Exhibit 14 has been identified as confidential. It runs from 3804 to 3809. It starts with an e-mail from my office, May 29th of 2020, from Ms. Cayton, my legal assistant at the time. It goes into a letter from my

office, dated May 29th, 2020. Can I scroll this up? So that's the date. It has the addressee as you. Do you see that?

A. Uh-huh.

Q. Do you recall receiving this letter?

A. Yes.

Q. Do you recall receiving the e-mail transmittal that I kind of scrolled through?

A. You know, it says it was attached, so...

Q. Okay. I'll give you a chance to read it. Tell me when you're ready for more.

A. Okay. Go ahead.

Q. Second page, which is 380 --

A. Too far.

Q. Too far? I'm sorry.

A. Yeah. I only get like a half a page only.

Q. Oh, sorry about that. Is that good or do you need more?

A. A little bit more.

Q. Okay. We're still on -- that's the introduction page, so we're still on 3805, Paragraph 1 and 2. Here, let me just show you. Here's the addressee, and then right there.

A. Yeah. Let me try to move this. There we go. Okay.

Q. Okay. Going on to the second page. This will be Bate No. 3806. When you want more, tell me.

A. Yeah. Go ahead.

Q. You ready for more?

A. No.

Q. Did you say yes or no?

A. No.

Q. Okay. When you're ready, let me know.

A. Okay.

Q. Now on to the third page, which is -- I'll come back -- 3807.

A. Okay. Okay.

Q. Going on to 3808, which is Page 4 of the letter.

A. Okay.

Q. I'm happy to have you read it if you'd like. Yeah, why don't we do that, so you have it in context. Let me know when you're ready.

A. Yeah. Go ahead. Okay.

Q. Going to the last page, 3809.

A. Okay. Okay.

Q. It's copied to my client and to Mr. Bao. This letter was dated May 29th of 2020. After reading that letter, did you conclude that there was a conflict of interest, as you understood it, between the insured and the insurer?

A. No. I gave that letter to management to review.

Q. Okay. It was management's conclusion that there was now an actual conflict of interest?

A. Correct.

Q. There was or was not?

A. No conflict of interest.

Q. So just to be clear, because your voice is going in and out a little bit.

A. Well, let me move my phone over here --

Q. Okay. Thank you.

A. -- to the side of me.

Q. Okay.

A. No conflict of interest in which the Cumis counsel would apply.

Q. Okay. But that's two different conclusions. Did management relay to you whether they concluded there was a conflict of interest between insured and insurer?

A. They told me there was no conflict of interest.

Q. Even after you gave them this letter?

A. Well, unless -- until such time -- well, let me see. When was the timing? I don't -- I don't have a good recollection of the timing as to when the decision was that if the action is filed, there will be a conflict of interest.

Q. Okay. So, internally, management concluded no

conflict of interest, even despite the letter, unless and until Precision actually goes forward and files a cross-claim against WFG. Is that a fair summary?

A. Correct. Yes.

Q. Okay. And did you discuss this letter with anyone at Wolfe & Wyman, including Mr. Bao?

A. I don't have any recollection of specifically discussing it with him or with -- or with anybody else at the firm.

Q. Did you ask for guidance at this time, May -- end of May of 2020, whether the law firm thought there was now a direct conflict of interest?

MR. LANCASTER: What do you mean? Objection as to the term "law firm."

MR. BENEDICT: Okay. The Wolfe Wyman law firm.

MR. LANCASTER: Thank you.

THE WITNESS: We had conversations with both Stuart, Andrew, myself, and Jeff Leung, and we discussed the conflict of interest that had been created related to the cross-complaints coming from Precision, but I don't have a recollection of timing on that --

BY MR. BENEDICT:

Q. Was that --

A. -- in relation to this letter.

Q. Okay. So the discussion -- let me ask it as a

question. The discussion among yourself, Mr. Leung, and the Wolfe Wyman law firm was after the cross-claim had already been filed?

A. No.

MR. LANCASTER: Objection. Misstates testimony.

BY MR. BENEDICT:

Q. I'm asking it as a question.

A. No.

Q. Okay. But you cannot put it in context as to how long after this letter that discussion took place?

A. No, I can't.

Q. But is it fair to say that prior to you getting the lawyers involved, management concluded that this letter and the allegations in this letrer did not raise a conflict of interest?

A. That is my understanding, yes.

Q. Was there something that changed internally that caused WFG to get its outside counsel involved in the analysis of whether there was a conflict of interest?

A. Can you repeat that?

Q. Sure. Between management's conclusion that there was no confiict of interest unless and until a cross-claim was filed and the discussion you talked about with Wolfe Wyman, Mr. Leung, and yourself, was there something that changed internally that caused WFG to want to get its

counsel involved?

A. I don't -- I don't think internally. It was just a conversation that needed to be had to clarify everybody's understanding, I guess, is what it was.

Q. Okay. Did WFG involve anyone from Precision Assets in a discussion on whether it believed there was now a direct conflict of interest?

A. No.

Q. And do you know --

A. Obviously from the letter, they did.

Q. Okay. And do you know if the conflict -- the possible -- strike that.

Do you know if there was any discussions by the Wolfe Wyman firm with Precision over this letter triggering a direct conflict of interest?

A. I don't know. It's my understanding that Wolfe & Wyman had communications separate from WFG regarding this issue with Precision, and I don't -- I don't know with who or at what time.

Q. And did WFG ask Wolfe Wyman to see if Precision would waive the conflict of interest and allow Wolfe Wyman to continue to represent WFG only?

MR. LANCASTER: Objection, as far as it calls for speculation.

///

BY MR. BENEDICT:

Q. Maybe I misspoke. Did WFG request Wolfe Wyman to see if Precision Assets would waive the conflict so that Wolfe Wyman could continue to represent WFG?

A. I -- my recollection, from our call, is yes, that we did request that. No, I'm not sure.

Q. Okay. Let's look at Exhibit 15. Exhibit 15 is also identified confidential, WFG3815 through 3817. It's an e-mail -- the first one -- the oldest one -- the newest one, June 11th, from yourself to my e-mail address, and then I'm just scrolling down to give it context. 3816 is the e-mail from my office, May 29th, conveying the -- transmitting the letter, and this is the one I want to start asking you about, June 10th, from me.

A. Uh-huh.

Q. Do you recall receiving an e-mail from me asking about when --

A. Yes.

Q. -- there was going to be a response?

A. Yes.

Q. Okay. Do you recall in the original e-mail, I had asked for a response by June 5th?

A. Yes.

Q. And then you wrote back to me on the 11th?

A. Yes.

Q. This is your e-mail to me on June 11th, 2020.

A. Correct. Okay.

Q. And you were relaying to me your understanding of WFG's coverage position on the request made in my letter. Is that fair to say?

A. Yes.

Q. Okay. And did someone write this e-mail for you or did you write it to yourself -- for yourself?

A. Obviously I wrote it myself, from the typos in it.

Q. Well, that doesn't -- I haven't seen too many of them, so...

Did you consult with anyone before sending this e-mail?

A. Not that I recall.

Q. Did anyone from Wolfe Wyman have any input into this e-mail?

A. No.

Q. Did management, to your recollection?

A. Not that I recall.

Q. Okay. Did you ever -- if I asked you this earlier, I apologize. Did you ever consider my office as counsel for Precision Assets on this file? Let me ask it better. Did you ever consider hiring, on behalf of WFG as insurer, my office to be counsel for Precision Assets?

A. No.

Q. Why not?

A. Based on your letter or -- I'm sorry.

Q. At all. At any time. No, not based -- well, at any time. Let's go that way.

A. No, we did not.

Q. Okay. And after receiving the letter where one of the options was to do that, to hire my firm through WFG, that was never considered or discussed internally, was it?

A. No.

Q. Okay. You mentioned earlier today that you did read the cross-claim. I'm bringing it up on the screen.

A. I'm not sure how far I got through it.

Q. Okay. I don't know why it's highlighted. I apologize. There we go. Exhibit 17 is Defendant Precision Assets' Crossclaim Against WFG National Title Insurance Company. Prior to your preparation for today, had you read that?

A. I probably read it when it was first provided to me through counsel.

Q. And then you -- you might have started it, but you don't recall if you completed it today?

A. Right.

Q. And this document is filed 11/5 of 2020. Is the filing of this document internally what WFG decided was the actual conflict of interest that required separate counsel

for WFG and Precision Assets?

A. No. I -- I -- I don't think it was actually the date it was filed. I mean, we were told it was being filed, and that's when we obtained separate counsel for both parties.

Q. Did you personally vet Mr. Ball as Precision Assets' counsel?

A. Did I personally? No.

Q. How did he come to be hired for Precision Assets?

A. He was referred to us and Jeff -- I believe Jeff -- well, I'm not sure who vetted him, but my understanding is it was Jeff Leung.

Q. And was he referred in by Wolfe Wyman, to your understanding?

A. I -- I don't recall.

Q. Okay.

A. We had reached out -- we had reached out to some firms. I'm not sure which one of them --

Q. Okay.

A. -- referred us to him.

Q. Okay. Let me get out of this.

MR. BENEDICT: If it's permissible with counsel, I'd like to pass the witness temporarily, have a chance to go through my notes, et cetera. I also repeat the same statement as at the end of Ms. Spaeth's deposition. Reserve

my right, after the documents and other information are produced, to call the PMK back and go through an appropriate deposition for a PMK.

I do appreciate it's been a long day, Ms. Weller, and I deposed you primarily in your individual capacity and just spent some time trying to figure out what documents exist, but beyond that, I haven't been able to ask my questions, so I reserve all my rights both to bring back the witness, as well as to file any motion and all of my client's rights to reserve. With that, I would pass the witness. I'll be checking my notes while whoever goes next, and I don't think I'll have any follow-up.

MR. LANCASTER: Ben, you want to go?

MR. CHILDS: Well, want being used on a very loose basis, because I believe we're going to come back, and so I've got my own kind of -- and I thought this was not going to really involve me that much, I got to be honest with you, but I have, based on all these questions, my own extensive examination, and it's 20 of, so I don't know if somebody has to go at 5:00 or if we can go because -- can we go off the record to discuss it? Do you want to do that? I don't mind --

MR. LANCASTER: Sure.

MR. CHILDS: -- doing it on the record.

MR. BENEDICT: I'm fine with going off the record

if counsel is.

MR. LANCASTER: Yeah. That's fine.

(Discussion off the record.)

EXAMINATION

BY MR. CHILDS:

Q. Okay. Ms. Weller, I'm the attorney for Mr. Dattala, who is obviously a critical person in the case, and my name is Benjamin Childs, and so I'm going to -- again, as I put on the record, I was kind of considering this deposition as not involving him that much, but I do have some -- some questions, and I appreciate you marathoning it and getting it done, because I'm a marathoner too. I'd rather just get it out of the way.

So -- and I've been trying to keep extensive notes. Did I hear you say, when we were talking about Exhibit 5, that it was your impression that Precision has joined in plaintiff's claims?

A. Yes.

Q. And just on -- you don't have the documents there, so if I want to ask you about it, I need to put it up on the screen, right?

A. Correct.

Q. Okay. So I want to put up Exhibit 6, if I can figure out how to do it. Let's see here. I can't see -- I can't see it for some reason, so if you can tell me if you

see. This is a cross-claim. Hold on. That's not it. Do you see this? It's a -- the very first page is an e-mail from Cody, dated May 9, 2019?

A. Yes.

Q. Okay. Now, when Mr. Benedict was asking you about -- this is right when it started, because I think the Complaint was filed May 7th, and then Cody contacted you. And was this the first that you were notified of this pending litigation, this e-mail on May 9th?

A. The company, yes. The first the company was notified.

Q. Right. And so they sent it to this WFG NAT CA Claims, there's no actual e-mail address on this e-mail, and then they -- they forwarded it to you, or is that -- does that go to you?

A. This is -- this is put in the claim file. This goes to the administrators that are responsible for assigning and opening the claims up in the claim system. And then they acknowledge the claims and, you know, the handler is going to sign, and they then forward a copy of this on to the handler so they're aware they got a new claim.

Q. Okay. So are you considering yourself a handler or what --

A. Yeah. A claims handler, claims officer.

Q. Okay. So just give me the timing of it. If this was sent on May 9 at 2:00 p.m., when do you think you got it, that afternoon or...

A. You, being myself or the company?

Q. Yes. You, being Dawn Weller.

A. It could be -- it could be a few days.

Q. Okay.

A. I mean, it could be the same day, it could be up to a few days.

Q. All right. And do you have any independent recollection of when you, Ms. Weller, found out about the claim?

A. Not off the top of my head, no.

Q. Okay. Is there any document that would refresh your recollection as to that -- the timing of that?

A. There would be an e-mail in the file.

Q. Okay. And have those e-mails been provided?

A. They should be, yeah. I know we're doing a double-check for some that might have been missed, but, yeah, that would -- it should be in the file.

Q. Okay. Would that be an e-mail to you or from you?

A. There would be an e-mail to me, from one of the administrative girls, letting me know I had a new claim.

Q. So Mr. Benedict -- and I got to give him props. He's a good attorney. I'm trying to slow down to his speed,

because I usually talk a lot faster. He's covered 90 percent of the things that I would ask if I -- so I don't have to cover it. He asked you, again, when he was asking about Exhibit 6, or maybe you volunteered about, Well, what did you do then, and you responded with...

A. Did you cut out?

Q. No.

A. Oh.

Q. Well, just tell me. What did you do when you found out about it? Just -- a lot of it might be asking the same question. This will be quicker it you just rold me, though, probably.

A. Are you asking me what I did when I -- when I got assigned the claim?

Q. Yes.

A. And I started my investigation?

Q. Yes.

A. Collect the escrow file, title files, request documents from the insureds as to the contract and disclosures or any other information they may have, date down the property for a, you know, full view of everything that's currently of record as of the date the claim is filed, start looking into stuff.

Q. Okay. Did anybody ever go and visit the property?

A. No.

Q. And, again, that you know of?

A. Not from my company or at my instruction.

Q. Okay. So where did you get the -- or do you know where the buyer -- in this e-mail in Exhibit 6, he attached the Affidavit of Grantor that was dated -- I wrote down May 7th, but it's April 7th, and I'm looking at WFG1088. Do you -- do you see that? Because, again, I can't see it. That's why I keep asking that.

A. Yeah, I see it. I see it.

Q. And so it's signed and notarized by Kim Muhammad on April 7th, right?

A. Yes.

Q. And then up at the top, it's filled in about a document that was recorded on April 8th.

A. Yes.

Q. Did that raise any questions in your mind?

A. It wasn't -- yeah. I noticed that, but it wasn't -- that's not a -- that's not a document that I'm going to give a lot of focus on in my investigation of the claim.

Q. Okay. And did you also question that this -- have you -- you've seen this blank document. This one is for a specific property, right, the Affidavit of Grantor?

A. Do you mean before it's signed and completed when you say "blank" or...

Q. Just the document.

A. The form itself?

Q. Yeah. The form itself. Obviously it's modified every time for the specific property.

A. Correct. Correct.

Q. This isn't some specific document that was for this transaction. This is from some WFG form bank, and then they modify it?

A. Correct.

Q. Okay. Thank you. And so it also says there's a deed attached. And did you -- when you got this -- well, let me ask you this: Is Exhibit 6 an accurate and complete copy of the e-mail and everything that was attached to this May 9th, 2019 e-mail?

A. It should be, yeah.

Q. Okay.

A. I have to go back and look at the e-mail to see, but there's no reason it wouldn't be the full copy of what was attached as a PDF or however he attached it.

Q. And there's no deed attached to this Affidavit of Grantor, correct?

A. Correct.

Q. Okay.

A. I mean, in this exhibit. I'm assuming that's how it was received.

Q. It's been an ongoing question in this case, ma'am. So you just con -- well, just tell me again. Who did you contact in your investigation?

A. Escrow. Well, I wouldn't contact anybody to give the files. I did have a conversation with the escrow officer. I know that Precision was asked to provide documents. I think I had somebody else make that request for me, for one reason or another, and I -- that's probably it.

Q. Okay. So when you say escrow, you contacted Jenine Santos, right?

A. Yes. Uh-huh.

Q. Are you familiar -- have you talked to her before this May of 2019?

A. Oh, I don't know. I mean, I talk to her. She worked for us, she didn't work for us, and then she came back. I mean, we're in two different states, so we don't really communicate too much.

Q. Okay. But she wasn't a stranger. You've met her before and talked to her before, right?

A. I don't know when the first time was that I would have come to know of Jenine Santos and had a reason to talk to her.

Q. Okay. Thank you. And did you ever try to talk to Mr. Bursey?

A. No.

Q. Did you ask anybody to try to contact Mr. Bursey?

A. No.

Q. Okay. How about Mr. Dattala?

A. No.

Q. When, to your knowledge, is the first time anybody from WFG tried to contact Mr. Bursey?

A. After -- after the closing of escrow?

Q. After this May 9th, 2019 e-mail.

A. We -- I would not have had any reason. I don't know why we would have tried to contact him.

Q. Okay. Well, did Santos ever tell you that -- are you aware that he contacted them to try to get the notary book from Medina?

A. I saw e-mails to that extent.

Q. Okay. And did you have conversations with Jenine Santos about Bursey contacting her?

A. I don't believe that came up in my conversations with her.

Q. Okay. How about Medina contacting her?

A. I don't think that was a part of my discussion with her.

Q. Okay. How about her contacting Medina?

A. I don't believe we discussed that.

Q. Okay. So just are you testifying under oath here

today that you don't have any knowledge of Mr. Bursey obtaining Medina's notary book from Ms. Santos?

A. Only with respect that I have seen e-mails to that -- to that extent in -- in this litigation.

MR. LANCASTER: So Ms. Weller was been provided as the claims expert for this rather than the title and escrow. That was Norma that we deposed yesterday and Jenine, who was the actual escrow agent on the case. She's also been produced individually, so, you know, you may be asking questions and she's here individually, but in that capacity is what, you know, she looked at this file as, so it may help expedite the process of your questions. Thank you.

BY MR. CHILDS:

Q. Okay. I don't know if that was an objection or whatever, but doesn't Mr. Bursey or the communication with Bursey have to do with the claim?

A. No.

Q. Oh. You don't think that contacting Mr. Bursey has anything to do with the claim that you are presented?

MR. LANCASTER: Objection. Argumentative.

THE WITNESS: No.

MR. CHILDS: Oh. I thought that I asked the question and she said no.

MR. LANCASTER: Right. You asked it twice, and so I objected on the second time, but you asked it in an

argumentative fashion.

BY MR. CHILDS:

Q. Okay. Well, I'll ask it in a very pleasant fashion. Who do you think it was necessary to contact as the claims administrator for WFG?

MR. LANCASTER: Objection. Asked and answered.

MR. CHILDS: I haven't asked that.

MR. LANCASTER: You asked who she contacted.

MR. CHILDS: There might be a difference between who you contacted and who you think you needed to contact. So I am going to ask that question and ask that she answer it, and let me put a time frame on it.

BY MR. CHILDS:

Q. Let's say in the first month after this May 9th e-mail, who do you think it was necessary for you ro contact as the claim -- how would you refer to yourself, the claims handler?

A. Yeah. Claims officer.

Q. As the claims officer, who do you think it was necessary to talk to, let's say, in the first month as part of your preliminary investigation?

A. In this particular case?

Q. Uh-huh.

A. (Unintelligible) if it wasn't important for me to get information from our insured, under the policy, and the

escrow and title office, so I could collect all the documentation that was relative to the transaction and determine whether or not there was coverage under the policy for the insured.

Q. Okay. And so anybody that you didn't mention, you don't believe it was necessary to contact?

A. No.

Q. Okay. Are you aware that I took the deposition of Bonita Spencer, who is one of the notaries that's been mentioned?

A. I have seen information in that -- that she was deposed. I don't think I was really aware of who deposed her.

Q. Okay. Have you ever seen her deposition transcript?

A. No.

Q. Were you told anything about what happened in that deposition?

A. Just a little bit of information from the previous attorney that was representing the insurance and WFG.

Q. Andrew?

A. Yes.

Q. Because now I'm going to -- on the same topic, I'm going to refer to Exhibit 11, and I'm looking at WFG Page 2736. This is an October 15, 2019 e-mail from Mr. Bao

to you and Cody. You -- you see that, right?

A. Yes.

Q. Thank you. And so I got a couple questions about this. I guess I'll ask them while I'm on it. Regarding Ms. Spencer, it says that this is Mr. Bao's little key takeaways. "Bursey presented Spencer with certain documents, Spencer performed her notary duties, and then Bursey switched out the documents on Dattala." What did that -- did you ever follow up on that statement?

A. My recollection of that statement is that that is Mr. Dattala's claim, that Bursey switched out documents.

Q. Okay.

A. Switched out signatures.

Q. Yeah. Well, I think even in the -- Ms. Spencer's deposition, she acknowledged that the documents that were recorded were not the documents that she had notarized, and that's why I'm asking if you've reviewed her deposition transcript. And no is fine. I just want to know.

A. No, I haven't.

Q. And then, also, while we're here, Mr. Bao talks about Medina, and I'm just quoting from this e-mail. "No question she failed as a licensed notary." She notarized something, and then Dattala and Bursey did not sign her notary journal, and then she got Dattala's signature in her notary book two weeks later. This is based on her

testimony. And have you ever seen her deposition transcript, Medina?

A. No, I have not.

Q. Okay. Can you define what a BFP is?

A. Bona fide purchaser.

Q. Can you define what that is?

MR. LANCASTER: Objection. Calls for a legal --

THE WITNESS: Oh, I'm sorry.

MR. LANCASTER: Sorry. Objection. Calls for a legal conclusion. She can answer according to her understanding.

THE WITNESS: Yeah. My understanding is it is a party who does not have knowledge of any of the defects in question and purchased the property for value.

BY MR. CHILDS:

Q. Okay. And where did that -- where did you get that understanding from?

A. From dealing with claims and cases.

Q. Okay. Are you aware if there's a Nevada statute on point about that, defining --

A. I'm sure there is.

Q. Okay. But do you -- do you know what statute it is? Have you ever seen the statute?

A. I am not familiar with much of the law in Nevada.

Q. Okay.

A. Nor do I need to be.

Q. Okay. So I'm going to have to -- I think Mr. Benedict's exhibits stopped at 17. So I have some other documents that I want to add, I guess, and I'll start at 18.

MR. CHILDS: All right. Madam Court Reporter, I want to have this marked as 18, and I'll just go on from there. I have about three or four.

THE COURT REPORTER: Okay.

(Deposition Exhibit 18 was marked for identification.)

BY MR. CHILDS:

Q. So can you see what's now designated as 18? It's the complaint that was filed on May 7th.

A. Okay. I see it.

Q. Thank you. Have you ever seen that before?

A. Yes.

Q. How soon after this May 9th e-mail did you -- did you see it?

A. I'm not -- I'm not sure. I think I ended up not -- the insurance had not been served. They didn't have a copy of it.

Q. Okay. Did they ever give you a copy of the lis pendens?

A. The -- I probably pulled it myself.

Q. Okay. And who -- did you give that to anybody?

Did you give that to Mr. Bao or...

A. The lis pendens?

Q. Yes.

A. No. I wouldn't have a reason to give him the lis pendens.

Q. Okay. Well, doesn't the lis pendens have the case number in it?

A. Yeah.

Q. Okay.

A. Yeah. I eventually requested a copy of the case, but normally, you know, the insured has been served and they have a copy, so...

Q. Right. And so I'm just going to scroll down here. Do you -- just tell me, do you know if this Complaint alleges any type of forgery?

A. I don't recall.

MR. LANCASTER: Objection. Document speaks for itself.

MR. CHILDS: Right. Okay.

BY MR. CHILDS:

Q. And so are you aware of what happened right around this May 9th, when you got that e-mail from Cody that Mr. Bursey had filed a motion to cancel the lis pendens and there was three or four motions that were filed right away?

A. That sounds vaguely familiar.

Q. Okay. And Mr. Bao went down and participated in those hearings, right -- or the one hearing?

A. I -- I don't -- I couldn't answer that question. I don't know.

Q. Do you know what the outcome was of those motions?

A. No.

Q. Okay. I think he might have actually addressed it here. I think he addressed it in one of these later e-mails. So after that, there was an Amended Complaint filed. Have you seen the Amended Complaint?

A. I'm sure I have a copy of it.

MR. CHILDS: Okay. So I want to mark that as, I guess, Exhibit 19.

(Deposition Exhibit 19 was marked for identification.)

BY MR. CHILDS:

Q. And so this is where we get into the meat and potatoes of the case, where it got a little more complicated. So when did you first see this? This First Amended Complaint was filed July 11, 2019.

MR. CHILDS: And this is Exhibit 19 now, right, Madam Court Reporter?

THE COURT REPORTER: Yes.

MR. CHILDS: Thank you.

///

BY MR. CHILDS:

Q. Do you know when you first saw this?

A. No, I do not.

Q. Okay. Again, I think you testified earlier that you weren't concerned about anything to do with Medina because she wasn't an employee. Was that --

MR. LANCASTER: If you want to allow her to clarify. Objection. Misstates testimony is the objection.

BY MR. CHILDS:

Q. Oh. Were you concerned about Medina being a defendant and also WFG being the defendant on a -- do you know what respondeat superior means? Like a claim because she was acting on behalf of WFG, that Medina did something wrong, and then I'm trying to infer the liability?

A. I -- I completely understand what you were trying to infer.

Q. Right. Okay. So were you concerned about that at all? Or I thought you testified earlier that you weren't --

A. I wasn't.

Q. Okay. And why was that?

A. Because WFG owes no duty to Mr. Dattala. He's not a party to an escrow transaction that we conducted and he is not insured under any policy title insurance that we issue.

Q. Okay. So how about if Lillian Medina wasn't -- well, you're not concerned about no matter what Lillian

Medina did. In your mind, it doesn't make any difference to WFG?

A. Correct.

Q. Okay. When were you first informed that Dattala had retained a handwriting expert?

A. I don't know.

Q. Well, approximately?

A. At some point -- at some point in the case. It may have been after Zach was representing Precision. I don't -- I don't think it was while Andrew was still in. I don't know when I learned about it.

Q. Okay. Now I want to -- have you seen the Second Amended Complaint?

A. I don't know if I have.

Q. Okay. Let's take a look at it here.

MR. CHILDS: So now we're up to, I think, 20, Exhibit 20.

(Deposition Exhibit 20 was marked for identification.)

BY MR. CHILDS:

Q. And so this was filed after there was a motion to allow the filing of a Second Amended Complaint. Were you aware that that motion was filed by Mr. Dattala at some point?

A. I don't have any recollection of it right now, no.

Q. Okay. But if you'll notice in this, one of the purposes of filing the Second Amended Complaint was to clear up the pleadings, and Bonita Spencer is no longer a party by stipulation, which was signed by WFG's counsel. Are you -- are you aware of that?

A. I don't have any recollection of that fact right now, no.

Q. Okay. But if he was going to stipulate to dismiss a party, is that something that you would be -- you would think he would make you aware of or he'd ask permission to do or would he just have authority to do that?

MR. LANCASTER: Objection. Calls for speculation. If you can understand the hypothetical -- I guess objection. Incomplete hypothetical -- you can answer.

THE WITNESS: It would be -- it would be normal for them to consult us or advise whatever the agreement was. I -- I just don't have any recollection of it right now.

BY MR. CHILDS:

Q. No problem. And you're not -- I can put it up. I have it right here. I can put it up here, but you're not denying that that's --

A. No. I'm not denying it, no.

Q. -- my representation? Okay. Thank you.

A. (Unintelligible) affect me one way or the other.

Q. Right. And then I'm pointing out that one of the

reasons for this Amended Complaint was to clarify some of the pleadings, and one of them was that Bonita Spencer wasn't a party anymore. And she was asking for that, and so I complied with it.

And so I'm referring to Exhibit 10, WFG Page 4728, and this is an August 27, 2019 e-mail from Mr. Bao to yourself and Cody. Mr. Benedict went over this already, but do you recognize that?

A. Yes.

Q. Okay. And do you know when the motion to dismiss was filed?

A. I do not.

Q. He talks about it in here. On August 12, he says the motion to dismiss was filed on Friday, and then he's talking about an answer being late, that it was due, but an e-mail dated August 12th, 2019, referring to a filing on August 3 -- on Friday would mean the motion was filed on August 9th, correct?

A. I don't know.

MR. LANCASTER: Objection. Form.

BY MR. CHILDS:

Q. And it says the motion's attached, but was the motion attached? Because I'm looking at the heading, and it doesn't seem to have a little paper clip or anything indicating there was any attachment.

A. I don't know.

Q. Okay. Do you recall seeing that motion?

A. Not -- not offhand, not sitting here.

Q. All right. So on Page WFG 4728, it says, "Bursey is not a BFP and never claimed to be one." That's what Mr. Bao wrote to you, correct?

MR. LANCASTER: Objection. Misstates the document.

BY MR. CHILDS:

Q. Well, maybe you can read it into the record starting with the word "However."

MR. LANCASTER: Does it say, "Hi Cody"?

MR. CHILDS: Yeah. This is an e-mail from Andrew -- I want to make sure we're on the same page. This is an e-mail from Andrew Bao -- or Bao, dated Tuesday, August 27, 2019, to Cody and to Dawn Weller, and I'm looking at WFG Page 4728.

MR. LANCASTER: Let's be accurate with it. So it's to Cody, and it's CC'ing Cody with another e-mail address and Dawn Weller, and it's addressed to Cody.

MR. CHILDS: Okay. If you want to make an objection, that's fine. I'll just have her read it, so, I mean --

MR. LANCASTER: I'm correcting what you referred to the document as. So objection. Misstates what the

document states.

MR. CHILDS: Oh, okay. Tell me -- tell me --

MR. LANCASTER: I just did, Ben.

MR. CHILDS: Well, I'm not asking you. I'm not deposing you. I'm asking Ms. Weller.

MR. LANCASTER: Okay.

MR. CHILDS: You said it's misstating it. I'm going to ask her to --

(Simultaneous talking.)

MR. LANCASTER: Ben, I'm assume you're speaking to me.

MR. CHILDS: I'm deposing Ms. Weller.

BY MR. CHILDS:

Q. Ms. Weller, and I appreciate you hanging in there, because I'm getting tired and cranky too.

On Page WFG4728, this is an e-mail from Andrew Bao, right?

A. That's what it says.

Q. Do you have -- you produced it. Do you have any reason to --

A. I'm agreeing with you.

Q. Okay. So starting at the wold, "However," under -- see where it says 1, 2, and 3? The last sentence in 3, just read it into the record so I'm not accused of misstating it. What does it say, starting with the word

"However"?

A. "However, Bursey is not a BFP and never claimed to be one."

Q. Okay. Did that give you any pause that you're insuring a deed from somebody who is not a BFP?

MR. LANCASTER: Objection. Calls for a legal conclusion.

You can answer if you are able to, without relying upon representations made from counsel to you. Dawn, are you able to answer that?

THE WITNESS: It's getting late. It's...

BY MR. CHILDS:

Q. I know. I wanted to do it later, but...

A. That doesn't give me pause.

Q. Okay.

A. No.

Q. So you have no problem with your company insuring a deed that's not from a BFP?

A. No. With that statement that you just made, no. I have no -- I have no pause at all. I do that all the time.

Q. You insure deeds from grantors that are not bona fide purchasers? How many times have you done that, has your company done that?

A. In 35 years, this is -- I have no idea.

Q. More than ten?

A. I have no idea.

Q. Yeah. How about in the last year?

A. I have no idea. We're a national company.

Q. Well, how about in Nevada?

A. I have no idea.

Q. Okay. And do you agree that Mr. Bursey was not a BFP?

A. I don't --

MR. LANCASTER: Objection. That calls for a legal conclusion.

BY MR. CHILDS:

Q. Well, under your definition, do you think Mr. Bursey would fit into your --

A. I don't have sufficient information to answer that.

Q. Well, you did a complete investigation on this escrow file, right?

A. Yes.

Q. How about on the title file?

A. Yes.

Q. How many total years experience do you have in the title industry?

A. 35.

Q. And you can't express an opinion about whether

Mr. Bursey is a BFP or not? Is that -- that's a yes/no question.

A. Can you repeat that?

Q. You have 35 years experience in the title and escrow industry, correct?

A. Yes.

Q. And you cannot express an opinion, after investigating this file as the claims handler, about whether Mr. Bursey is a BFP or not?

MR. LANCASTER: And it calls for a legal conclusion.

You can answer based on your --

THE WITNESS: I did not investigate Mr. Bursey's acquisition of the property. I investigated the claim to determine whether or not our insured was covered for a defense.

BY MR. CHILDS:

Q. Okay. So the only -- well, is your entire role just whether there was coverage or not?

A. That's how it starts.

Q. Right. And now it's years ago. And your entire role is just not based on coverage, right? You know, it also has to do with trying to settle the claim and adjust the claim and hire lawyers and see how you're going to manage the claim, right?

A. I leave the discovery up to the attorneys that are retained. I do not do it myself.

Q. No, I understand that, but what information would you need to form an opinion about whether Bursey was a BFP or not?

MR. LANCASTER: Objection. Calls for a legal conclusion.

You can answer, based on your --

MR. CHILDS: It doesn't call for a legal conclusion.

MR. LANCASTER: Sure, it does.

BY MR. CHILDS:

Q. Let's go over it. I'm going to write them down. What does it take to be a BFP?

MR. LANCASTER: Exactly. That is a legal conclusion.

MR. CHILDS: Yeah. Go ahead. Well, what's your understanding --

(Simultaneous talking.)

THE COURT REPORTER: Gentlemen, can we speak just one at a time, please?

MR. CHILDS: Yeah. Mr. Lancaster should just make an objection, not some long speaking objection and telling her what the answer is going to be, so I'm asking him not to do that.

BY MR. CHILDS:

Q. What's your definition of a BFP?

A. I've already provided my definition of a BFP.

Q. Yeah. So just give it to me again, because I'm going to break down this question.

A. A party that has no knowledge of title defect and purchases the property for value.

Q. So that's four things; party, no knowledge of a title defect, purchases for value. Do you agree with that? This is your definition.

A. That's -- that's my -- that's my definition.

Q. Okay. And so what more information would you need to make a determination about whether Bursey was a BFP? Now, I'm going to go down these one by one, since we just went over them. He was a party, right?

A. Yes.

Q. Okay. And so do you know if he purchased with knowledge of the title defect or not?

A. The title defect that I'm defending? I don't know.

Q. Okay. And he was a purchaser for Mr. Dattala, correct?

A. Yes.

Q. Okay. And you believe that he purchased it for -- I don't know. Do you know if he purchased it for value or

not?

A. I do not know.

Q. Okay. And so you would have to know, in order to form an opinion, whether he purchased it for value and whether he had knowledge of a title defect?

A. Yes.

Q. Okay. Thank you. To determine if he's a BFP?

A. Yes.

Q. Okay. Thank you. And when Mr. Bao said, in this Exhibit 11, about switching out the documents, hang on. This is on WFG Page 2736. He talks about, "Spencer performed her notary duties, then Bursey switched out the documents on Dattala." Do you know -- did you ever have a conversation with Mr. Bao about what that meant?

A. I don't know if it was specific to this particular e-mail, but I do know that we did discuss that Dattala alleged that he signed a document that Bursey presented to him, and he claimed that the signature was switched and put on a deed or something to that effect.

Q. Yeah. And do you -- did anybody ever tell you that there was any third-party confirmation of that series of events that you just described?

A. Not that I'm aware of.

Q. Okay. Well, if you were aware that somebody, would that change your opinion about this case?

A. In what respect?

Q. Well, one issue, and I can look through and find it, but it might take a while, is the reconveyance of the Deed of Trust on 50 Sacramento, and I think Mr. Benedict asked about it and you testified about it, that that might still be a problem. And so in that respect, if that reconveyance had been -- used a signature page from a different document and put on a reconveyance and then recorded, would that change your opinion about this case?

A. In what respect?

Q. In respect of WFG's liability to my client.

A. No.

Q. Okay. How about in respect to the obligation of WFG to file a counrer -- or a cross-claim against Bursey?

A. You mean that I would decide not to file one?

Q. Well, you didn't file one until Mr. Bao was hired.

A. Yes, but I had instructed one to be filed.

Q. Oh. When did you -- who did you instruct that, just Mr. Bao or...

A. No. Mr. Bao.

Q. Oh. And it's probably in here. Just approximately, do you -- and I'm getting tired, too, ma'am. I'm trying to speed it up. Do you remember approximately when that happened?

A. No. I don't recall.

Q. All right. It was probably after the -- probably after the motion to dismiss was decided, correct?

A. Yes.

Q. Yeah. And I'm trying to find the section in here where it says, Appears to be under suspicious circumstances. Do you recall Mr. Bao expressing that opinion?

A. In relation to what?

Q. I'm blanking on it myself. I'm looking for it.

MR. LANCASTER: Counsel, just to put on the record and make everybody have it at the top of their mind, we're getting close to the seven-hour time limit for Ms. Weller's deposition, which according to my calculation, will be up in about 18 minutes or about 20 minutes.

BY MR. CHILDS:

Q. I can't find it right now, but he expressed an opinion and he stated -- or in one of these e-mails, appeared to be under suspicious circumstances, so I guess it's kind of an interesting phrase. Do you think that any of these -- knowing what you know now, after all these -- all your investigation and now there's litigation and a whole lot of evidence, do you think that there were any suspicious circumstances regarding -- let's start with the 50 Sacramento transaction?

MR. LANCASTER: Objection. Vague and ambiguous.

Dawn, if you understand the question, you can

answer.

THE WITNESS: What do you mean by -- which transaction do you mean when you say "transaction"?

BY MR. CHILDS:

Q. Well, let's take it one by one. Let's say 50 Sacramento.

A. Yes. Which transaction, the purchase by Precision?

Q. Yeah. That's the only one that you're concerned with, and I don't want Mr. Lancaster to jump on me because you're just noticed as the PMK for WFG.

A. Can you repeat the question? Now I forgot it.

Q. I know. I'm sorry, ma'am. Do you think there was any suspicious circumstances, knowing what you know now?

A. Well, my job consists of being an armchair quarterback, so in hindsight, yes, but also as a person who has sat on desks and closed transactions, no, I don't see anything overly suspicious about the transaction at the time it closed.

Q. So what's suspicious about it now, in hindsight?

A. Litigation.

Q. Well, just forget -- let's have the cutoff be when the deed was recorded. There's a whole lot of information now, but was there any suspicious circumstances up until the time the deed was recorded?

A. No. Based on my knowledge of closing transactions as a title officer and with specifically flipper client, no, I didn't see anything overly suspicious at the time.

Q. Okay. On either one -- on either transaction, 50 or 59 Sacramento?

A. That comes to mind right now, no.

MR. CHILDS: Okay. I appreciate your time. I'm out of questions that I can think of, so I'll pass.

MR. LANCASTER: Zach -- sorry, Ben, if I cut you off.

MR. CHILDS: No. I'll pass the witness.

MR. LANCASTER: Zach, do you have any questions?

MR. BALL: I have no questions.

MR. LANCASTER: I don't have any questions. Back to you, John, if you have any follow-up.

MR. BENEDICT: I have one embarrassing question, ma'am.

FURTHER EXAMINATION

BY MR. BENEDICT:

Q. I don't remember if I asked you if you were a senior or a junior claims officer. I guess I must have presumed you were senior, but for the record, are you a junior or senior claims officer at WFG?

A. Senior.

MR. BENEDICT: Okay. I have no further questions

of the witness. We can go off the record in a moment. Madam Court Reporter, you can ask counsel if they'd like a transcript, then we can sign off.

THE COURT REPORTER: Mr. Lancaster, do you need a copy of the transcript?

MR. LANCASTER: Yes, please. I'd like the opportunity for my client to read and sign.

THE COURT REPORTER: Okay. We'll send that to you as well.

Mr. Childs, do you need a copy of the transcript?

MR. CHILDS: Again, need being used loosely, I'd say yes. Unfortunately, I do need a copy. Let's put it that way. Thank you.

THE COURT REPORTER: Okay. Mr. Ball?

MR. BALL: Nor at this time.

(Whereupon, the deposition concluded at 5:47 p.m.)

CERTIFICATE OF DEPONENT

PAGE	LINE	CHANGE	REASON

* * * * *

I, DAWN WELLER, deponent herein, do hereby certify and declare the within and foregoing transcription to be my deposition in said action; that I have read, corrected, and do hereby affix my signature to said deposition under penalty of perjury.

_____

DAWN WELLER, Deponent

CERTIFICATE OF REPORTER

STATE OF NEVADA) SS:
COUNTY OF CLARK)

I, Mickey Chan, a duly commissioned and licensed court reporter, Clark County, State of Nevada, do hereby certify: That I reported the taking of the remote deposition of the witness, DAWN WELLER, commencing on Thursday, July 8, 2021, at 10:13 A.M.

That prior to being examined, the witness was, by me, duly sworn to testify to the truth. That I thereafter transcribed my said shorthand notes into typewriting and that the typewritten transcript of said deposition is a complete, true, and accurate transcription of said shorthand notes.

I further certify that I am not a relative or employee of an attorney or counsel or any of the parties, nor a relative or employee of an attorney or counsel involved in said action, nor a person financially interested in the action; that a request [X] has [ ] has not been made to review the transcript.

IN WITNESS THEREOF, I have hereunto set my hand in my office in the County of Clark, State of Nevada, this 13th day of July, 2021.

Mickey Chan, CCR No. 928, RPR

& 2:13 54:22 83:2 86:24 87:15 91:9,13 93:11,12 100:12 107:13 108:6 109:8,18 111:18 126:19 146:6 148:16 (18)
'18 62:20 63:2
'19 63:4 128:10 130:16 131:12 (4)
'20 15:25 63:4
'21 15:25
'89 12:17,18 13:18
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Exhibit 35

Exhibit 35

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Attorneys for Defendant
WFG NATIONAL TITLE
INSURANCE COMPANY

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

v.

EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC, and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER, and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS 1 through X,

Defendants.

Case No: A-19-794335-C
Dept. No.: 14

DECLARATION OF JENINE SANTOS IN SUPPORT OF WFG NATIONAL TITLE INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT

I, Jenine Santos, under penalty of perjury, declare as follows:

1. I am employed at WFG National Title Insurance Company ("WFG") as an escrow officer. This declaration is made in support of WFG and Defendant Precision Assets LLC ("Precision") Motion for Summary Judgment. The following is based on my personal knowledge and if called upon to testify thereto, I could and would competently do so as to the matters set forth herein.

2. As part of my job duties, I have access to WFG's records reflecting escrow files, title reports, and other acts, transactions, communications and history information with respect to real estate escrow transactions that WFG oversees, handles and retains in the regular course of its business. These records and the entries in these records are made and kept within the ordinary course of business and are made at or near the time of the act, events or conditions of record by a

means which insures their reliability and made by persons whose responsibility it is to record such acts, events or conditions.

3. I have reviewed WFG's records, documents and information for the escrow transactions at issue in this action. WFG's records reflect escrow files relating to parcels of real property commonly known as 50 Sacramento Drive, Las Vegas, NV. 89110 and 59 Sacramento Drive. Las Vegas NV.89110 ("50 Sacramento" and "59 Sacramento," respectively).

4. I have reviewed WFG's escrow file relating to the 50 Sacramento purchase transaction. The 50 Sacramento escrow file contains true and correct copies of the following exhibits

a. **Exhibit 3** – The purchase contract for 50 Sacramento dated April 1. 2019;

b. **Exhibit 4** - Deed of Reconveyance;

c. **Exhibit 5** – Quit Claim Deed from John Dattala to Bursey;

d. **Exhibit 6** Affidavit of Grantor;

e. **Exhibit 8** - confirmation that Precision paid $5,000.00 to be applied to the purchase price of 50 Sacramento;

f. **Exhibit 9** – Escrow instructions and amendments thereto, executed between Defendant Bursey and Precision.

g. **Exhibit 10** – Affidavit of No Mortgage or Deed of Trust;

h. **Exhibit 11** – Owner's Affidavit;

i. **Exhibit 12** – confirmation that Precision paid $106,675.61 to be applied to the purchase price of 50 Sacramento.

j. **Exhibit 13** – Grant, Bargain, Sale Deed from Defendant Bursey to Precision;

k. **Exhibit 14** – Owner's title insurance policy issued in favor of Precision.

l. **Exhibit 26** – WFG letter advising Precision that escrow has closed.

5. As to **Exhibit 6,** WFG's policies and procedures require the grantor of real property execute an Affidavit of Grantor whenever documents related to the escrow transaction at issue are executed outside of the escrow transaction. Documents are executed outside of escrow quite commonly and the notarized affidavit is an efficient method to handle these common scenarios.

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6. WFG obtained a preliminary title report during the pendency of the transaction. The preliminary title report did not uncover any defects and allowed WFG to issue a title insurance policy upon close of escrow (**Exhibit 14**). Furthermore, WFG's records does not show Plaintiff John Dattala contacted WFG at any time prior to the close of escrow.

7. WFG's records relating to the 50 Sacramento purchase transaction does not show WFG hired Bonita Spencer as a notary. The records do not reflect any communications from Bonita Spencer to WFG during the pendency of the 50 Sacramento purchase transaction.

8. I have reviewed WFG's escrow file relating to the 59 Sacramento purchase transaction. The 59 Sacramento escrow file contains true and correct copies of the following exhibits:

a. **Exhibit 17** – The purchase contract for 59 Sacramento dated April 19, 2019;

b. **Exhibit 18** – Quit Claim Deed from John Dattala to Bursey;

c. **Exhibit 19** – Affidavit of Grantor;

d. **Exhibit 20** – Affidavit of No Mortgage or Deed of Trust;

e. **Exhibit 21** – Owner's Affidavit signed;

f. **Exhibit 23** – Escrow instructions and amendments thereto, executed between Defendant Bursey and Precision.

g. **Exhibit 24** – confirmation that Precision paid $148,366.94 to be applied to the purchase price of 50 Sacramento.

h. **Exhibit 25** – Grant, Bargain, Sale Deed from Defendant Bursey to Precision;

i. **Exhibit 28** – Owner's title insurance policy issued in favor of Precision.

j. **Exhibit 27** – WFG letter advising Precision that escrow has closed.

9. As to **Exhibit 19**, WFG's policies and procedures require the grantor of real property execute an Affidavit of Grantor whenever documents related to the escrow transaction at issue are executed outside of the escrow transaction. Documents are executed outside of escrow quite commonly and the notarized affidavit is an efficient method to handle these common scenarios.

10. WFG obtained a preliminary title report during the pendency of the transaction. The preliminary title report did not uncover any defects and allowed WFG to issue a title insurance

WOLFE & WYMAN LLP

policy upon close of escrow (**Exhibit 28**). Furthermore, WFG's records does not show Plaintiff John Dattala contacted WFG at any time prior to the close of escrow.

11. WFG's records relating to the 59 Sacramento purchase transaction shows that to notarize **Exhibit 19**, WFG contacted Simple Signings to have the document notarized. WFG utilizes many mobile notary agencies such as Simple Signings to notarize documents when needed and/or appropriate.

12. The records do not reflect any communications from Lilian Medina to WFG during the pendency of the 59 Sacramento purchase transaction other than physically delivering **Exhibit 19** to a WFG branch on or around April 29, 2019. However, on May 29, 2019, I received a request from an attorney requesting a copy of Lilian Medina's notary journal and the notary entry relating to the 59 Sacramento transaction. On May 29, 2019, I contacted Lilian Medina to obtain a copy of her notary journal and notary entry relating to this transaction and also followed up with her a few days thereafter to obtain this requested information.

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

Executed on August 24th, 2020, at 4:40 pm.

Declarant

WOLFE & WYMAN LLP

Exhibit 36

Exhibit 36

WFG National Title Insurance Company
a Williston Financial Group company

7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone (702) 777-8292 Fax

WFG National Title Insurance Company
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Attn: Jenine Santos

Date Prepared: April 29, 2019

PRELIMINARY REPORT
The following items have been amended:
AMENDED

Order Number: **19-282990**
Escrow Officer: **Jenine Santos**
Phone: **(702) 777-8292**
Fax:
Email: **jenine.santos@wfgnationaltitle.com**

Seller(s): **Eustachius Bursey**
Buyer(s): **HCO Residential, LLC**

Property: **59 Sacramento Dr, Las Vegas, NV 89110**

WFG National Title Insurance Company, is prepared to issue a title insurance policy, as of the effective date and in the form and amount shown on Schedule A, subject to the conditions, stipulations and exclusions from coverage appearing in the policy form and subject to the exceptions shown on Schedule B. This report is preliminary to the issuance of a policy of title insurance issued by **WFG National Title Insurance Company**, and shall become null and void unless a policy is issued and the full premium paid.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit One attached. Copies of the Policy forms should be read. They are available from the office which issued this report. Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

This report is for the exclusive use of the person to whom it is addressed. Title insurance is conditioned on recordation of satisfactory instruments that establish the interests of the parties to be insured; until such recordation, the Company may cancel or revise this report for any reason.

Brenda Jenkins
Title Officer
bjenkins@wfgnationaltitle.com

SCHEDULE A

1. The effective date of this preliminary title report is **8:00 A.M.** on **April 22, 2019**.

2. The policies and endorsements to be insured and the related charges are:

   ALTA® HomeOwner's Policy (12-02-13) **Amount:** **$130,000.00**
   Proposed Insured: **HCO Residential, LLC**

3. The estate or interest in the land hereinafter described or referred to covered by this report is:

   Fee Simple

4. Title to said estate or interest at the date hereof is vested in:

   Eustachius C. Bursey, an unmarried individual

5. The land referred to in this report is situated in the County of Clark, State of Nevada and is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dattala Writ
PRECISION0408
Petitioner's Appendix
Page 687 of 1392

EXHIBIT "A"

Lot Eighty-seven (87) in Block Five (5) of Amended Plat of Meadow Homes Unit No. 3, as shown by Map thereof on File in Book 9 of Plats, Page 63 in the Office of the County Recorder of Clark County, Nevada.

Situate in the County of Clark, State of Nevada.

Assessor's Parcel No.: 140-31-810-025

SCHEDULE B

GENERAL EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.

6. Any lien, or right to a lien, for services, labor, material or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.

   NOTE: If the ALTA Homeowners Policy and/or an ALTA Extended Loan Policy is requested by the insured, the Exceptions listed above as 1 through 6 will not be shown.

SPECIAL EXCEPTIONS

1. Water rights, claims or title to water, whether or not the matters excepted are shown by the public records.

2. Mineral rights, reservations, easements and exclusions as contained in the Patent conveying said land.

3. Easements and Dedications as indicated or delineated on the Plat of said subdivision on file in Book 8 of Plats, Page 85, of Official Records.

4. Easements and Dedications as indicated or delineated on the Plat of said subdivision on file in Book 9 of Plats, Page 50, of Official Records.

5. Easements and Dedications as indicated or delineated on the Plat of said subdivision on file in Book 9 of Plats, Page 63, of Official Records.

6. Taxes and charges, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:

Tax Year:	2019
Tax Type:	County
Tax ID No.:	140-31-810-025
Taxing Entity:	Clark County Treasurer
Total Annual Tax:	$527.04
First Installment:	$133.54
First Installment Status:	Paid
First Installment Due/Paid Date:	August 20, 2018
First Installment Delinquent Date:	August 30, 2018
Second Installment:	$131.76
Second Installment Status:	Paid
Second Installment Due/Paid Date:	October 1, 2018
Second Installment Delinquent Date:	October 11, 2018
Third Installment:	$131.76

Third Installment Status:	Paid
Third Installment Due/Paid Date:	January 7, 2019
Third Installment Delinquent Date:	January 17, 2019
Fourth Installment:	$131.76
Fourth Installment Status:	Paid
Fourth Installment Due/Paid Date:	March 4, 2019
Fourth Installment Delinquent Date:	March 14, 2019
Notes:	View Taxes

7. Any possible delinquent or outstanding municipal city liens or assessments for contract service provided to said land by reason of being located within the incorporated boundaries of Las Vegas, Nevada, which is subjects the same to its city charter and mandatory rules and regulations.

8. The herein described property lies within the boundaries of the Clark County Sanitation District, and is subject to any and all fees that may be due it.

9. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the Nevada Revised Statutes.

10. Lien claimed by REPUBLIC SILVER STATE DISPOSAL INC.

Against:	John Dattala
For:	solid waste
Amount:	$340.10
Recorded:	January 24, 2019
Recording No.:	20190124-0001288

11. Lien claimed by CITY OF LAS VEGAS:

Against:	John Dattala
For:	sewer
Amount:	$218.53
Recorded:	March 29, 2019
Recording No.:	20190329-0000804

12. Require Owners Affidavit: We find no open Deeds of Trust of record. Please verify by inquiry and Owner's Affidavit, and advise the Title Department accordingly prior to closing.

13. The company requires for its review satisfactory copy of the Articles of Organization, the Operating Agreement and the regulations of HCO RESIDENTIAL LLC, a Limited Liability Company, any amendment thereof, a Certificate of Good Standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.

14. FURNISH an affidavit by the Grantor(s) in the deed referenced below in form and substance satisfactory to the Company that said deed was actually executed by:
John Dattala, an unmarried individual, as Grantor, and delivered to:
Eustachius C. Bursey, an unmarried individual, as Grantee;
that the deed was not given as security for the repayment of money and there is no agreement either oral or written between the parties relative to the conveyance of said property.

Dated:	April 19, 2019
Grantor:	John Dattala, an unmarried individual
Grantee:	Eustachius C. Bursey, an unmarried individual
Recorded:	April 22, 2019
In:	Book 20190422, Instrument 01237, of Official Records

END OF SCHEDULE B

NOTES AND REQUIREMENTS

LENDER'S NOTE: There is located on said land a Single Family Residence purportedly known as 59 Sacramento Dr, Las Vegas, NV 89110

NOTE: The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this commitment:

None of Record

END OF NOTES AND REQUIREMENTS

Your Escrow Officer
Jenine Santos
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone: (702) 777-8292
Fax:
Email: jenine.santos@wfgnationaltitle.com

Your Title Officer
Brenda Jenkins
330 S Rampart Blvd. Suite 350
Las Vegas, NV 89145
Phone: (702) 777-8281
Fax: (702) 975-6960
Email: bjenkins@wfgnationaltitle.com

Exhibit One (Rev. 06-15-14)
CLTA STANDARD COVERAGE POLICY—1990 (4-8-14)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1)

a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land, (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3) Defects, liens, encumbrances, adverse claims or other matters:

a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

c) resulting in no loss or damage to the insured claimant;

d) attaching or created subsequent to Date of Policy; or

e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4) Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5) Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6) Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE—SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2) Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof.

3) Easements, liens or encumbrances, or claims thereof, which are not shown by the public records

4) Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records

5) a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6) Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1) Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

a) building;

b) zoning;

c) land use;

d) improvements on the Land;

e) land division; and

f) environmental protection

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2) The failure of your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3) The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4) Risks:

a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;

b) that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;

c) that result in no loss to You; or

d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e, 25, 26, 27 or 28.

5) Failure to pay value for Your Title.

6) Lack of a right:

a) to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

b) in streets, alleys, or waterways that touch the Land

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7) The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

8) Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

9) Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or $2,500 (whichever is less)	$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A of $2,500 (whichever is less)	$ 5,000.00

2006 ALTA LOAN POLICY (06/17/06))
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1) a) Any law, ordinance or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions or location of any improvement erected on the Land,

(iii) the subdivision of land; or

(iv) environmental protection,

or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3) Defects, liens, encumbrances, adverse claims or other matters:

a) created, suffered, assumed or agreed to by the insured Claimant;

b) not Known to the Company, not recorded in the public records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy;

c) resulting in no loss or damage to the Insured Claimant;

d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11,13, or 14); or

e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4) Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured to comply with applicable doing-business laws of the state in which the land is situated.

5) Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

a) a fraudulent conveyance or fraudulent transfer, or

b) a preferential transfer for any reason not stated in covered Risk 13(b) of this policy..

7) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under covered Risk 11(b)

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART 1

1) a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;

b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2) Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3) Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records

6) Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

2006 ALTA OWNER'S POLICY (06/17/06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1) a) Any law, ordinance or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

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2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8

3) Defects, liens, encumbrances, adverse claims or other matters:

   a) created, suffered, assumed or agreed to by the Insured Claimant;

   b) not Known to the Company, not recorded in the public records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an insured under this policy;

   c) resulting in no loss or damage to the Insured Claimant;

   d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

   e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   a) a fraudulent conveyance or fraudulent transfer, or

   b) a preferential transfer for any reason not stated in covered Risk 9 of this policy..

5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

1) a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;

   b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2) Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3) Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6) Any lien or right to a lien for services, labor or material not shown by the Public Records

7) Variable exceptions such as taxes, easements, CC&R's, etc shown here

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1) a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16

   b) Any governmental police power This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3) Defects, liens, encumbrances, adverse claims, or other matters

   a) created, suffered, assumed, or agreed to by the Insured Claimant;

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b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

c) resulting in no loss or damage to the Insured Claimant;

d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4) Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5) Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6) Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8) The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

9) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

a) a fraudulent conveyance or fraudulent transfer, or

b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

10) Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

11) Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

ABOUT YOUR PRIVACY

At WFG, we believe it is important to protect the privacy and confidences of our customers. This notice is intended to explain how we collect, use, and protect any information that we may collect. It will explain the choices you may make about the use of that information.

What Information Do We Collect About You?

We collect certain types of information about you. This may consist of:

- Your name, address, and telephone number.
- Your email address.
- Your social security or government ID numbers.
- Your financial information.

We collect this information from:

- The application or other forms you fill out with us.
- The correspondence you and others direct to us.
- Our transactions with you.
- Others involved in your transaction, including the real estate agent or lender.

In some cases, we collect information from third parties. For instance, we may receive real estate information from local assessor's offices.

How Do We Use This Information?

We use the information we collect to respond to your requests. **WE DO NOT SHARE** your information with other companies.

How Can You "Opt Out?"

We do not share your information so there is no need to opt out.

The information We Collect About You On Our Website
When you enter our website, we automatically collect and store certain information. This consists of:

- Your IP Address
- (Internet Protocol Address) and domain name.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.

If you register with us or fill out an on online survey, we will collect additional personal information, such as your name, telephone number, email address and mailing address.

Cookie Usage

In order to provide you with customized service, we make use of "cookies." Cookies are essentially files that help us identify your computer and respond to it. You may disable cookies on your own computer, but you may not be able to download online documents unless cookies are enabled.

How We Use Information

The information we collect concerning:

- Your browser
- The time and date of your visit
- The web pages or services you accessed

is used for administrative and technical purposes. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you here, assess how our advertisements on other sites are working, and to help with maintenance.

We use information contained in your emails only for the purpose of responding to those emails. If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

Your Right to See and Correct Information

If you wish to see the information collected about you, please contact your settlement agent.

Children's Policy

We do not knowingly collect information from children under the age of 18. We delete any information that we discover has been provided by children.

Security

--Generally

We make every effort to protect the integrity of your information. Any personal information you enter into online forms or surveys will be encrypted to ensure it remains private. We limit the right of access to your information to employees that need to use the information to respond to or process your request or transaction. We also take industry standard (IPSEC) measures to protect our sites from malicious intrusions or hacking.

--Phishing and Pretexting

As you know, consumers are increasingly targeted by unscrupulous persons attempting to acquire sensitive personal or financial information, by impersonating legitimate businesses. We will never send you an unsolicited email or other communication requesting your private information. If you receive a communication directing you to enter your personal information, please disregard the instruction and contact us immediately at Compliance@wfgnationaltitle.com.

Oregon Residents

We may not disclose personal or privileged information about you unless we provide you with a disclosure authorization form that is executed by you or your representative and otherwise complies with certain statutory requirements. Any such authorization is not valid for more than 24 months and may be revoked by you at any time, subject to the rights of anyone who relied on the authorization prior to your notice of revocation.

In addition, if your personal or privileged information was collected or received by us in connection with a title insurance transaction, we cannot disclose such information if the disclosure authorization form that you executed is more than one year old or if the requested disclosure is for a purpose other than a purpose expressly permitted by statute.

You have the right at any time to request in writing access to recorded personal information about you that is reasonably described by you and reasonably available to us. Within 30 days of the date of our receipt of any such written request from you, we will inform you of the nature and substance of any such information, permit you to see and copy that information or obtain a copy by mail, disclose the identity, if recorded, of the persons to whom we have disclosed such information during the previous two years, and provide you with a summary of the procedures by which you may request that such information be corrected, amended or deleted.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt out of tracking their internet access (Do Not Track or DNT), we do not currently respond to the various DNT signals.

How to Contact Us

If you have any questions about our privacy policy, please contact WFG:

- By email: Compliance@wfgnationaltitle.com
- By telephone: 800-385-1590
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223
- In person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC
WFG NATIONAL TITLE INSURANCE COMPANY
WFG LENDER SERVICES, LLC
WFGLS TITLE AGENCY OF UTAH, LLC
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
WFG NATIONAL TITLE COMPANY OF CALIFORNIA
WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
UNIVERSAL TITLE PARTNERS, LLC
VALUTRUST SOLUTIONS, LLC
WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC
WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE
INLAND PROFESSIONAL TITLE LLC D/B/A WFG NATIONAL TITLE COMPANY OF EASTERN WA
WFG NATIONAL TITLE COMPANY OF COLORADO