

IN THE SUPREME 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-G
Electronically Filed
Dec 20 2021 10:53 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPENDIX TO

**JOHN DATTALA'S PETITION
FOR WRIT OF MANDAMUS**

VOLUME 4

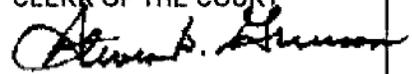
Benjamin B. Childs, Esq.
Nevada Bar No. 39468
318 S. Maryland Parkway
Las Vegas, NV 89101
Telephone: 702-251-0000
Attorney for Petitioner

CHRONOLOGICAL INDEX TO PETITIONER'S APPENDIX

DOCUMENT PAGE

VOLUME 4

Dattala's Opposition to Precision Assets' Motion to Expunge Lis Pendens filed September 13, 2021, with exhibits	977 - 1086
Precision Assets' Reply in Support of Precision Assets' Motion to Expunge Lis Pendens filed September 21, 2021	1087 - 1093
Precision Assets' Reply in Support of Precision Assets' Motion for Summary Judgment filed September 21, 2021 with exhibits	1094 - 1102
Dattala's Motion for Reconsideration filed October 9, 2021 with exhibits	1103 - 1195
Docket sheet entry [excerpt] for October 13, 2021	1196- 1199
Supplement to Dattala's Motion for Reconsideration filed October 18, 2021 with exhibits	1200 - 1239



1 BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
2 318 S. Maryland Parkway
Las Vegas, Nevada 89101
3 (702) 251 0000
Fax 385 1847
4 ben@benchilds.com
Attorney for Plaintiff/Counterdefendant

5
6 DISTRICT COURT
CLARK COUNTY, NEVADA

7 JOHN DATTALA

8 Plaintiff
9 vs.

Case # A-19-794335-C
Dept # 14

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

13 Defendants
14 =====

Calendar Call : 9/23/2021
Trial Stack : 10/11/2021

15 AND RELATED ACTIONS
16 =====

17 OPPOSITION TO PRECISION ASSETS' MOTION TO EXPUNGE LIS PENDENS

18 Property law 101 is set forth below.

19
20 A thief does not have title in stolen goods, so a person who purchases from
21 the thief does not acquire title.

22
23 This is just as true in real property as in personal property.

24 Alamo Rent-A-Car, Inc. v. Mendenhall, 113 Nev. 445, 451, 937 P.2d 69, 75
25 (1997) stated the black letter law, which every 1st year property law student should
26 know, as follows.

27 Upon concluding that the Mendenhalls were bona fide
28 purchasers, the lower court noted that the California "quick title"

1 furnished by Clark “was accepted by the state of Utah as valid and a
2 new registration and license plates were issued” to the Mendenhalls.
3 Both the Mendenhalls and the lower court seem to equate Clark’s
4 fraudulently obtained but facially valid California “quick title” with
5 voidable title capable of transferring ownership. The law does not
6 support this conclusion.

7 Other jurisdictions have considered the effect of a sale by a thief:

8 The owner of stolen goods is not divested of title therein by the
9 theft, and even though an innocent subsequent purchaser may be
10 treated as having title as against everyone but the rightful owner, a sale
11 by the thief . . . does not vest title on the purchaser as against the owner
12

13 The true owner may recover a stolen motor vehicle . . . from a
14 good-faith [(bona fide)] purchaser even though the thief had also stolen,
15 or forged a title certificate, or obtained a title certificate in another state
16 and delivered it to the purchaser.

17 The fact that the negligence of the owner contributed to or
18 facilitated the theft does not estop the true owner from asserting title.

19 That’s exactly what is happening here. The true owner,
20 Plaintiff/Counterdefendant John Dattala [Dattala] is asserting title. A sale by the
21 thief, Bursey, does not vest title on the purchaser, Precision, as against the owner,
22 Dattala

23 Pivoting to real property titles, the Court in U.S. Bank, Nat’l Ass’n v. Res. Grp.
24 135 Nev. Ad. Op 26 @ 7 9(July 3, 2019) was VERY clear, citing to the Bank of Am.,
25 N.A. v. SFR Invs. Pool 1, LLC decision a year earlier, about a void sale.

26 A void sale, in contrast to a voidable sale, defeats the competing
27 title of even a bona fide purchaser for value. Bank of Am., N.A. v. SFR
28 Invs. Pool 1, LLC, 134 Nev., Adv. Op. 72, 427 P.3d 113, 121 (2018), as
amended on denial of reh’g (Nov.13, 2018)

Below is the relevant portion of decision in Bank of Am., N.A. v. SFR Invs.

1 Pool 1, LLC, 134 Nev. 604, 613, 427 P.3d 113, 122 (Nev., 2018)

2
3 A party's status as a BFP is irrelevant when a defect in the
4 foreclosure proceeding renders the sale void. See Henke v. First S.
5 Props., Inc., 586 S.W.2d 617, 620 (Tex. App. 1979) ("[T]he doctrine of
6 good faith purchaser for value without notice does not apply to a
7 purchaser at the void foreclosure sale."); see also Baxter Dunaway,
8 Trustee's Deed: Generally, 2 L. of Distressed Real Est. § 17:16 (2018)
9 ("A void deed carries no title on which a bona fide purchaser may
10 rely..."). Because a trustee has no power to convey an interest in land
11 securing a note or other obligation that is not in default, a purchaser at a
12 foreclosure sale of that lien does not acquire title to that property
13 interest. See id.; cf. Deep v. Rose, 234 Va. 631, 364 S.E.2d 228 (1988)
14 (when defect renders a sale wholly void, "[n]o title, legal or equitable,
15 passes to the purchaser").

16 How much more void can a transfer get than being a result of a criminal
17 scheme?

18 Dattala was the victim of an ongoing series of fraudulent activities. Neither
19 WFG NATIONAL TITLE INSURANCE COMPANY [WFG] the title company who
20 handled the transaction which resulted in Precision Assets [Precision], nor the
21 members, officers and managers of Precision itself paid attention to the multiple
22 warning signs before the recording of two Grant, Bargain, Sale Deeds. Reference
23 is made to the law and argument set forth below, after addressing the requirements
24 of NRS 14.015, which is also contained in Dattala's Opposition to Precision's Motion
25 for Summary Judgment because the issues are intertwined. This includes
26 references to Precision's own expert witness on title issues, Ronald Bloeker. His
27 report is attached as Exhibit 9, but it essentially bolsters Dattala's arguments that
28 Precision, and WFG, were on notice of the "red flags" discussed below and
explained in more detail in Mr. Bloeker's report on page 5.

///

1 LEGAL ARGUMENT

2
3 LIS PENDENS MUST REMAIN TO PRESERVE THE STATUS QUO

4
5 The purpose of recording the Lis Pendens is to preserve the status quo. This
6 prevents the transferring of ownership of the Subject Properties.

7 The controlling statute is NRS 14.015, set forth below.

8
9 NRS 14.015 Notice of pendency of actions affecting real
10 property: Hearing; cancellation; bond.

11 1. After a notice of pendency of an action has been
12 recorded with the recorder of the county, the defendant or, if
13 affirmative relief is claimed in the answer, the plaintiff, may
14 request that the court hold a hearing on the notice, and such a
15 hearing must be set as soon as is practicable, taking
16 precedence over all other civil matters except a motion for a
17 preliminary injunction.

18 2. Upon 15 days' notice, the party who recorded the
19 notice of pendency of the action must appear at the hearing
20 and, through affidavits and other evidence which the court may
21 permit, establish to the satisfaction of the court that:

22 (a) The action is for the foreclosure of a mortgage upon
23 the real property described in the notice or affects the
24 title or possession of the real property described in the
25 notice;

26 (b) The action was not brought in bad faith or for an
27 improper motive;

28 (c) The party who recorded the notice will be able to
perform any conditions precedent to the relief sought in
the action insofar as it affects the title or possession of
the real property; and

(d) The party who recorded the notice would be injured
by any transfer of an interest in the property before the
action is concluded.

3. In addition to the matters enumerated in subsection

1 2, the party who recorded the notice must establish to the
2 satisfaction of the court either:

3 (a) That the party who recorded the notice is likely to
4 prevail in the action; or

5 (b) That the party who recorded the notice has a fair
6 chance of success on the merits in the action and the
7 injury described in paragraph (d) of subsection 2 would
8 be sufficiently serious that the hardship on him or her in
9 the event of a transfer would be greater than the
10 hardship on the defendant resulting from the notice of
11 pendency, and that if the party who recorded the notice
12 prevails he or she will be entitled to relief affecting the
13 title or possession of the real property.

14 4. The party opposing the notice of the pendency of an
15 action may submit counter-affidavits and other evidence which
16 the court permits.

17 5. If the court finds that the party who recorded the
18 notice of pendency of the action has failed to establish any of
19 the matters required by subsection 2, the court shall order the
20 cancellation of the notice of pendency and shall order the party
21 who recorded the notice to record with the recorder of the
22 county a copy of the order of cancellation. The order must
23 state that the cancellation has the same effect as an
24 expungement of the original notice.

25 6. If the court finds that the party who recorded the
26 notice of pendency of the action has established the matters
27 required by subsection 2, the party opposing the notice may
28 request the court to determine whether a bond in an amount to
be determined by the court would provide adequate security
for any damages which the party who recorded the notice
might incur if the notice were so cancelled and the party
opposing the notice did not prevail in the action. If the court
determines that a bond would provide adequate security, the
party opposing the notice may post a bond or other security in
the amount determined by the court. The court shall then order
the cancellation of the notice of pendency and shall order the
party opposing the notice to record with the recorder of the

1 county a copy of the order of cancellation. The order must
2 state that the cancellation has the same effect as an
3 expungement of the original notice.

4 5 MISSTATEMENT OF DATTALA'S BURDEN

6
7 Precision misstates the language of the statute.

8 In this case there is overwhelming evidence that create the basis for
9 Datalla's causes of action for quiet title and declaratory relief, as set forth above.
10 Dattala's case has only gotten stronger as the evidence was gathered which
11 resulted in the finding of ongoing criminal activity supporting a civil RICO judgment
12 being entered against Bursey. Dattala shouldn't be victimized a second time by
13 the court system by his stolen property being allowed to be sold, when he acted
14 immediately and legally upon discovery of the theft.

15 16 LOWER BURDEN OF PROOF

17
18 The burden to retain the lis pendens in NRS 14.015(2) is the very low "must
19 establish to the satisfaction of the court" standard. This is a burden lower than
20 preponderance of the evidence, which is the lowest burden or proof that most civil
21 attorneys and judges encounter. But "to the satisfaction of the court" is a burden
22 which is utilized in other areas of the law.

23 24 a. PREPONDERANCE OF EVIDENCE STANDARD

25 Let's define the normal, routine civil standard of burden of proof, the
26 preponderance of the evidence standard, since the burden of proof of be applied to
27 Dattala in the instant decision is lower than that, and the lower burden of proof is
28 certainly less familiar that the normal one that civil attorneys and judges address

1 routinely. A preponderance of the evidence requires that the evidence lead the
2 fact-finder to conclude that “the existence of the contested fact is more probable
3 than its nonexistence.” See Brown v. State, 107 Nev. 164, 166, 807 P.2d 1379,
4 1381 (1991) . It’s also often defines as “more likely than not”.

5
6 b. TO THE SATISFACTION OF THE COURT STANDARD

7 The “to the satisfaction of the court” standard is lower than a preponderance
8 of the evidence standard. But what is the “to the satisfaction of the court” standard
9 that has to be applied in deciding the instant motion?

10 EDCR 5.519, dealing with Domestic violence protection orders (TPO and
11 EOF) defines the “to the satisfaction of the court” standard “as equivalent to a
12 reasonable cause or probable cause standard”.

13
14 a) Generally.

15 (1) The statutory evidentiary standard of “to the satisfaction of the
16 court” shall be construed as equivalent to a reasonable cause or
17 probable cause standard by a court considering an application for
18 issuance of a temporary protection order (TPO) or extended order of
19 protection (EOP).

20 The reasonable cause or probable cause standard is generally used in
21 criminal court for evaluating whether an arrest was justified. State v. Catanio, 120
22 Nev. 1030, 1032, 102 P.3d 588, 590 (2004). “Probable cause’ means that a
23 sufficient amount of trustworthy evidence has been presented to warrant a person
24 of reasonable caution to believe that a crime has been committed. State v.
25 McKellips, 118 Nev. 465, 472, 49 P.3d 655, 660 (2002).”

26 A 1955 criminal case stated “Sufficient or probable cause is defined as
27 meaning that there shall be more evidence for than against, or, supported by
28 evidence which inclines the mind to believe, yet, leaves room for doubt; or, a state

1 of facts which would lead a man of ordinary caution and prudence to believe and
2 conscientiously entertain a strong suspicion.” Application of Kline, 71 Nev. 124,
3 130, 282 P.2d 367, 373 (Nev. 1955)

4 And the “to the satisfaction of the court” standard it appears in the
5 cancellation of lis pendens statute as the standard which the Plaintiff must meet to
6 retain his lis pendens. The burden of proof was actually LOWERED in 1981 from
7 a preponderance of evidence standard to the current satisfaction of the court
8 standard, and the burden has remained at that level since 1981. The excerpt from
9 the Nevada legislature changing that statute is set forth below, and counsel
10 apologizes for not having the time to research the legislative history which resulted
11 in the change.

12 Senate Bill No. 670–Committee on Judiciary
13 CHAPTER 749

14 AN ACT relating to real property; clarifying the showing required in a
15 hearing on a notice of pendency of an action; providing an alternative;
16 and providing other matters properly relating thereto.

[Approved June 15, 1981]

17 The People of the State of Nevada, represented in Senate and
18 Assembly, do enact as follows:

19 Section 1. NRS 14.015 is hereby amended to read as follows:

20 14.015 1. After a notice of pendency of an action has been
21 recorded with the recorder of the county, the defendant or, if
22 affirmative relief is claimed in the answer, the plaintiff, may request
23 that the court hold a hearing on the notice, and such a hearing must
24 be set as soon as is practicable, taking precedence over all other civil
25 matters except a motion for a preliminary injunction.

26 2. Upon [5] 15 days' notice, the party who recorded the notice
27 of pendency of the action must appear at the hearing and, through
28 affidavits and other evidence which the court may permit, [prove by a
preponderance of evidence] establish to the satisfaction of the court
that:

1 This indicates that the legislature wants court to err on the side of keeping a
2 lis pendens in place until trial, and not require the plaintiff to prove his case before
3 trial to avoid the penalty of having the lis pendens removed, thereby depriving
4 Plaintiff of his means of recovery. This is especially true given the fact that law's
5 recognition that real estate is unique.

6
7 **WHAT DATTALA HAS TO ESTABLISH**

8
9 Dattala's burden being defined, he solely has to "establish to the satisfaction
10 of the court ", not prove even by the "more likely than not" preponderance of
11 evidence, the following :

12 (a) The action is for the foreclosure of a mortgage upon the real property
13 described in the notice or **affects the title or possession of the real**
14 **property described in the notice.**

15 Datalla has filed a quiet title action. The first cause of action is for quiet title
16 and the second cause of action is for declaratory relief. Second Amended
17 Complaint [SAC] 11:15 - 12:8. [Exhibit 4¹]

18 (b) The action was not brought in bad faith or for an improper motive.
19 Datalla's action was filed May 7, 2019, immediately upon discovery of
20 Bursey's fraudulent intent. Dattala obtained a Court Order filed January 27,
21 2021 receiving permission from the Court to file the SAC, after judgment was
22 entered against Bursey which included a finding of a RICO violation.

23 (c) The party who recorded the notice will be able to perform any conditions
24 precedent to the relief sought in the action insofar as it affects the title or
25 possession of the real property.

26
27 _____
28 ¹. Precision, despite being the Defendant, uses numbers for exhibits. Dattala continues with the
number sequent started by Precision

1 Datalla can transfer his interest in the property once he is paid.

2 (d) The party who recorded the notice would be injured by any transfer of an
3 interest in the property before the action is concluded.

4 Datalla would have not any way to effectuate his quiet title cause of action if
5 Precision Assets transfers the properties.

6
7 Dattala's affidavit [Exhibit 5] further establishes that, yes, he did intend to
8 sell the property to Bursey. However, Bursey skipped a step and sold to
9 Precision, being paid after recording two false documents but never paying Dattala.

10 Notary Bonita Spencer's testimony sets forth that the documents she
11 notarized and Bursey recorded on April 8, 2019 were not the documents she
12 notarized. These are Exhibits 3 and 4 to her deposition transcript, and itemized
13 below.

14
15 Exhibit 3 Quitclaim Deed to 50 Sacramento recorded April 8, 2019

16 Exhibit 4 Deed of Full Reconveyance recorded April 5, 2019

17
18 Ms. Spencer states that she notarized a Grant, Bargain and Sale Deed and
19 a Deed of Trust on April 5, 2019, which is neither of these two recorded documents
20 purporting to be signed by Mr. Dattala on April 5, 2019 and notarized by Ms.
21 Spencer on that same date.

22 Dattala's signature page of the "Quit Claim Deed for Nevada" dated April 5,
23 2019 was notarized by Bonita Spencer, but the signature page was NOT for a Quit
24 Claim Deed for Nevada" [Exhibit 6, 11:7-11 and 14:2-8]

25 Dattala's signature page of the "Deed of Full Reconveyance" dated April 5,
26 2019 was notarized by Bonita Spencer, but the signature page was NOT for a
27 "Deed of Full Reconveyance". [Exhibit 6, 14:9-15]

28 Ms. Spencer effectively testified that the documents that were recorded by

1 Mr. Bursey on April 8, 2019 were NOT the documents that she had notarized on
2 April 5, 2019.

3 Although the two documents discussed above were recorded at the Clark
4 County Recorder on April 8, 2019, at two different branches five hours apart noting
5 "Requestor : EUSTACHIUS BURSEY", Mr. Bursey testified in his deposition that
6 he gave the originals to WFG and they recorded them. This is an obvious
7 fabrication for two reasons, (1) the Recorder noted Mr. Bursey was at the
8 Recorder's office and (2) if WFG had recorded it, it records electronically [not in
9 person] and WFG would have a financial record of the two transactions. But one of
10 the defendants will have to address the explanation about the recording of these
11 documents.

12 In Exhibit 7, Mr. Bursey admitted that he does not have the originals of either
13 the Quitclaim Deed to 50 Sacramento recorded April 8, 2019 nor the Deed of Full
14 Reconveyance recorded April 5, 2019.

15
16 NRCP 65

17
18 Precision just throws in an argument at the end of it's motion demanding that
19 Dattala provide a \$300,000 bond. This is without any evidence or affidavit and
20 without ANY analysis of the requirements under that rule. NRCP 65(a)(2)
21 expressly requires the court to preserve the party's right to trial by jury, while
22 allowing the motion to be consolidated with trial.

23 Why this is even addressed is a mystery as no one is seeking a preliminary
24 injunction. But trial is set very soon, so any NRCP application should be
25 consolidated with trial.

26
27 ///

28

1 CONCLUSION

2
3 Dattala has provided evidence of all four of the elements as necessary to
4 defeat Precision's motion.

5 Additionally, based on the facts presented to the court, the elements of
6 subsection 3 of the statute are met in that Datalla is either likely to prevail in the
7 action; or he "has a fair chance of success on the merits in the action and the
8 injury" to him of lifting the lis pendens would be "sufficiently serious that the
9 hardship on him or her in the event of a transfer would be greater than the hardship
10 on the defendant resulting from the notice of pendency, and if he "prevails he will
11 be entitled to relief affecting the title or possession of the real property."

12 Precision is a real estate company that in involved in 200 real estate
13 transactions a year [Exhibit 8, 16:1-10]. The houses at issue in this case are
14 rented. Precision is not harmed in any way by retaining the status quo until trial.

15 But if the lis pendens are lifted, the properties will undoubtedly be sold as
16 soon as possible, depriving Dattala of his ability to enforce his ownership interest.

17 He's been a victim of ongoing fraud several times. Expunging the lis
18 pendens would make him the victim again by the Court. The Court exists to protect
19 victims, not reward the recipient of stolen property. This is all going to get resolved
20 quickly at trial, and Precision waited for over two years to raise the issue, it is little
21 or no burden on them to wait for a few more weeks until the trial concludes.

22 /s/ Benjamin B. Childs

23 BENJAMIN B. CHILDS, ESQ.
24 NEVADA BAR # 3946
Attorney for Plaintiff

25 Exhibits

- 26 4 Second Amended Complaint
27 5 Dattala declaration
28 6 Notary Bonita Spencer deposition transcript, with exhibits
7 Requests for Admissions from Bursey
8 Avi Segal deposition transcript [excerpt]
9 Ronald Bloeker expert witness report

1 CERTIFICATE OF SERVICE

2 This OPPOSITION TO PRECISION ASSETS' MOTION TO EXPUNGE LIS
3 PENDENS, with exhibits, was served through the Odyssey File and Serve system
4 to opposing counsel and Mr. Bursey at filing. Electronic service is in lieu of mailing.

5
6 /s/ Benjamin B. Childs, Sr.

7 BENJAMIN B. CHILDS, Sr.ESQ.
8 NEVADA BAR # 3946

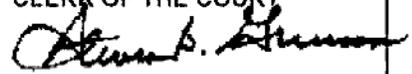
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4



1 BENJAMIN B. CHILDS, ESQ.
2 Nevada Bar # 3946
3 318 S. Maryland Parkway
4 Las Vegas, Nevada 89101
5 (702) 251 0000
6 Fax 384 1119
7 ben@benchilds.com
8 Attorney for Plaintiff/Counterdefendant

DISTRICT COURT
CLARK COUNTY, NEVADA

9 JOHN DATTALA
10 Plaintiff/Counterdefendat
11 vs.

Case # A-19-794335-C
Dept # 14

12 EUSTACHIUS C. BURSEY and
13 PRECISION ASSETS and
14 ACRY DEVELOPMENT LLC and LILLIAN MEDINA }
15 and WFG NATIONAL TITLE INSURANCE
16 COMPANY and AVI SEGAL and
17 JOHN DOES 1 through 5 inclusive and
18 ROE CORPORATIONS I through X

SECOND AMENDED
COMPLAINT

19 Defendants
20 =====

Arbitration Exemption :
Equitable Relief Affecting
Title to Real Property

21 AND RELATED ACTIONS
22 =====

23 Comes now Plaintiff JOHN DATTALA [Plaintiff or Dattala herein] and files this
24 SECOND AMENDED COMPLAINT and for causes of action states as follows:

25 PLAINTIFF'S ALLEGATIONS OF FACT

26 A. IDENTITY AND RESIDENCES OF THE PARTIES AND JURISDICTIONAL
27 STATEMENT

- 28
1. Plaintiff JOHN DATTALA is, and at all relevant times was, a resident of Clark County, Nevada.
 2. Defendant PRECISION ASSETS, LLC is not a legal entity, but title to the 50

1 Sacramento Property described below is vested in PRECISION ASSETS,
2 LLC. Pursuant to NRS 86.213(1) Defendant AVI SEGAL [Segal] acted in
3 Clark County, Nevada as PRECISION ASSETS, LLC , purporting to be a
4 Nevada limited-liability company, without authority and Segal is therefore
5 named as a Defendant herein. Segal is, and at all relevant times was, a
6 resident of Las Vegas, Clark County, Nevada.

7 3. Defendant EUSTACHIUS C. BURSEY [Bursey] at all times relevant to the
8 transaction described herein was a resident of Las Vegas, Clark County,
9 Nevada. Bursey is now a resident of Detroit, Wayne County, Michigan.

10 4. ACRY DEVELOPMENT LLC [Acry] purports to be a Limited Liability
11 Company doing business in Clark County, Nevada, but is not registered with
12 the Nevada Secretary of State either as a Nevada Limited Liability Company
13 or a foreign Limited Liability Company.

14 Acry is not licensed as a mortgage broker with the Nevada Department of
15 Business and Industry, Mortgage Lending Division.

16 5. LILLIAN MEDINA [Medina] is, and at all relevant times was, a resident of Las
17 Vegas, Clark County, Nevada. Medina, during all times relevant hereto, was
18 employed and/or the agent of WFG and was within her scope of employment
19 or her agency relationship in performing the acts described below.

20 6. WFG NATIONAL TITLE INSURANCE COMPANY [WFG] is, and at all
21 relevant times was, a Delaware corporation domesticated and doing business
22 in Clark County, Nevada as a title insurance company.

23 7. PRECISION ASSETS is, and at all relevant times was, a Nevada corporation
24 doing business in Las Vegas, Clark County, Nevada.

25 8. The true names of Defendants DOES 1 through 5 and ROE
26 CORPORATIONS I - X, inclusive, are unknown to Plaintiff at this time.
27 Plaintiff sues those Defendants by such fictitious names pursuant to NRCP 10
28

1 (a). Plaintiffs are informed and believe, and based on that information and
2 belief allege, that each of the Defendants designated as a DOE or ROE is
3 legally responsible for the events and happenings referred to in this complaint,
4 and unlawfully caused the injuries and damages to Plaintiff alleged in this
5 complaint, or who have an interest in the subject property as set forth below.
6 When their true names and capacities of Doe or Roe Defendants are
7 ascertained Plaintiff, if appropriate, will amend his Complaint accordingly to
8 insert the correct name and capacity herein.

9 9. This Court has jurisdiction and authority to issue declaratory relief and
10 monetary judgment in this matter.

11
12 B. TRANSACTIONS RESULTING IN THIS LAWSUIT

13
14 10. When Dattala met Bursey in 2016, Dattala owned the parcels of real property
15 described below, referred to collectively as the Subject Properties.

16
17 a. 50 Sacramento Dr Las Vegas, NV 89110 was his residence since 1992
18 [referred to herein as the 50 Sacramento Property].

19 Street Address : 50 Sacramento Dr Las Vegas, NV 89110
20 Brief Legal Description :
21 Lot 28 in Block 2 of MEADOW HOMES UNIT # 1 as shown in PLAT
22 BOOK 7 PAGE 5 in the Clark County Recorder's Office.
23 APN 140-31-817-043

24 b. 59 Sacramento Dr Las Vegas, NV 89110 [referred to herein as the 59
25 Sacramento Property].

26 Street Address : 59 Sacramento Dr Las Vegas, NV 89110
27 Brief Legal Description :
28 Lot 87 in Block 5 of MEADOW HOMES UNIT # 3 2nd Amended as shown in
PLAT BOOK 9 PAGE 63 in the Clark County Recorder's Office.
APN 140-31-810-025

1 c. 4029 Colusa Circle Las Vegas, NV 89110 [referred to herein as the
2 Colusa Property].
3 Street Address : 4029 Colusa Circle Las Vegas, NV 89110
4 Brief Legal Description :
5 Lot 86 in Block 5 of MEADOW HOMES UNIT # 1 as shown in PLAT
6 BOOK 7 PAGE 5 in the Clark County Recorder's Office.
7 APN 140-31-817-001

- 8 11. Dattala had no relationship with Bursey other than through the dealings with
9 the three Properties described above.
- 10 12. Throughout his dealings with Bursey, Dattala drafted no documents. Dattala
11 is at most semi-literate and is incapable of drafting legal documents involving
12 real estate transactions. Dattala does not even have a copier and until the
13 middle of May, 2019 did not have an email address.
- 14 13. In 2017 Bursey sought to befriend Dattala and raised the idea of Dattala
15 selling Dattala's three properties described above.
- 16 14. Bursey presented Dattala with a Purchase Agreement which was signed by
17 Bursey and Dattala on June 3, 2018 for the purchase of the 50 Sacramento
18 Property. The June 3, 2018 Purchase Agreement required Bursey pay Dattala
19 \$5,000 and transfer was to be by "Warranty Deed or DEED OF TRUST". A
20 Deed of Trust in the amount of \$150,000 was recorded on August 2, 2018
21 encumbering title to the 50 Sacramento Property.
22 Bursey did pay Dattala \$5,000 on or about June 3, 2018 as required by the
23 June 3, 2018 Purchase Agreement
24 The August 2, 2018 Deed of Trust encumbering title to the 50 Sacramento
25 Property states there is an associated Promissory Note, but Dattala does not
26 believe there was ever a Promissory Note executed which was associated
27 with the August 2, 2018 Deed of Trust.
28 With regards to the August 2, 2018 Deed of Trust encumbering title to the 50
Sacramento Property, Bursey did pay \$1,443 per month for ten months
starting August, 2018, with the last payment being made May 4, 2019.

- 1 15. In the latter part of the year 2018, Bursey made the following factual
2 representations to Dattala :
- 3 a. That Bursey's father had died.
- 4 b. That Bursey expected an inheritance from his deceased father's
5 estate
- 6 c. That Bursey wanted to buy the 59 Sacramento Property and the
7 Colusa Property from Dattala and planned to pay Dattala when
8 Bursey received his inheritance from his father's estate.
- 9 16. On March 19, 2019, and again on March 27, 2019, Bursey represented to
10 Dattala that Bursey needed to fix the 50 Sacramento Property so he could
11 bring it up to code and get insurance and move back in, and that he had "a
12 child on the way in September".
- 13 17. Bursey's representations in the latter part of the year 2018 that his father had
14 died and that he was waiting for his inheritance to come were false, when he
15 made those representations Bursey knew those representations were false,
16 and Bursey made those representations to induce Dattala to enter into sales
17 agreements for the 59 Sacramento Property and the Colusa Property.
- 18 18. Bursey's representation on March 19, 2019, and again on March 27, 2019 to
19 Dattala that Bursey needed to fix the 50 Sacramento Property so he could
20 bring it up to code and get insurance and move back in, and that he had "a
21 child on the way in September" were false, when he made those
22 representations Bursey knew those representations were false, and Bursey
23 made those representations to induce Dattala to enter into sales agreements
24 for the 59 Sacramento Property and the Colusa Property.
- 25 19. For a purported purchase of the 59 Sacramento Property Bursey presented
26 Dattala with a Deed of Trust in the amount of \$220,000 dated April 15, 2019
27 with a Zillow printout and amortization schedule at 8% interest.
- 28

- 1 20. For a purported purchase of the 59 Sacramento Property, Bursey paid Dattala
2 \$10,000 purportedly as an Earnest Money Deposit on April 19, 2019.
- 3 21. Bursey knew he did not intend to purchase the 59 Sacramento Property for
4 \$220,000 at the time he presented Dattala with what was purported to be
5 \$10,000 as an Earnest Money Deposit on April 19, 2019.
- 6 22. Bursey knew he did not intend to purchase the 59 Sacramento Property for
7 \$220,000 at the time he presented Dattala with a Deed of Trust in the amount
8 of \$220,000 dated April 15, 2019 with a Zillow printout and amortization
9 schedule at 8% interest.
- 10 23. In April, 2019 Bursey stated to Dattala that once Bursey received his
11 inheritance from his father's estate, he would pay Dattala the balance of the
12 purchase prices for the 59 Sacramento Property as the April 19, 2019 \$10,000
13 payment was just earnest money or down payment until Bursey's inheritance
14 came.
- 15 24. In April, 2019, but prior to April 19, 2019, Bursy stated to Dattala that Bursey
16 was waiting for money from his inheritance and would rent the properties out
17 and make payments until he received his inheritance.
- 18 25. In April, 2019, but prior to April 19, 2019, Bursy stated to Dattala that Bursey
19 had to have a property management company come in to clean up the 59
20 Scaramento Property and that he needed to have documents signed and
21 notarized.
- 22 26. Bursey arranged for Dattala to sign two documents on April 5, 2019 being
23 represented as a Warranty Deed and and a Deed of Trust and then Bursey
24 had Dattala acknowledge his signatures on those two documents to Bonita
25 Spencer [Spencer herein], a Nevada Notary Public, on the same date.
- 26 27. Dattala did not know, and was never told, that Bursey intended to attach the
27 signature page from one of the documents Dattala had signed and
28

1 acknowledged to Spencer on April 5, 2019 to a Quitclaim Deed and that
2 Bursey intended to, and did, record that Quitclaim Deed to attempt to obtain
3 record title to the 50 Sacramento Property.

4 28. Dattala did not know, and was never told, that Bursey intended to attach the
5 signature page from one of the documents Dattala had signed and
6 acknowledged to Spencer on April 5, 2019 to a Deed of Reconveyance and
7 that Bursey intended to, and did, record that Deed of Reconveyance to
8 attempt to remove the lien created by the Deed of Trust described in
9 Paragraph 14 above, which Deed of Trust encumbered title to the 50
10 Sacramento Property.

11 29. Bursey forged Dattala's signature on a document entitled NOTICE OF
12 PURCHASE purportedly dated April 1, 2019 in an attempt to justify why
13 Dattala would accept a total amount of \$10,000 from Bursey for the purported
14 purchase of the 50 Sacramento Property, when Dattala was entitled to receive
15 payments under the Deed of Trust described in Paragraph 14 above.

16 30. On April 29, 2019 Bursey and Medina conspired to further Bursey's fraudulent
17 scheme by forging Dattala's signature on two documents titled Affidavit of
18 Grantor purporting to state that Dattala was making numerous factual
19 representations about the title to the 59 Sacramento Property and the Colusa
20 Property, with Medina notarizing that document.

21 31. Dattala did not sign the Affidavits of Grantor described in Paragraph 30 above.

22 32. Medina is a Notary Public for the state of Nevada and she produced what she
23 represented to be a true, correct and complete copy of her notary book
24 associated with Dattala's purported signatures on the Affidavits of Grantor
25 described in Paragraph 30 above.

26 33. Medina purportedly provided a copy of her Notary Log Book to support her
27 own affidavits to WFG, and WFG provided that copy to Bursey, and that copy
28

1 was filed with the court by Bursey's attorney on June 3, 2019, to contradict
2 Dattala's statements about not signing the Affidavits of Grantor described in
3 Paragraph 30 above.

4 34. Medina signed an affidavit dated April 29, 2019 falsely stating that she had
5 "complied with all applicable State and Local laws" concerning Bursey's
6 signature on the Affidavits of Grantor described in Paragraph 30 above.

7 35. Medina signed an affidavit dated June 3, 2019 falsely stating that she had
8 "complied with all applicable State and Local laws" concerning Dattala's
9 signature on the Affidavits of Grantor described in Paragraph 30 above.

10 36. Both of Medina's affidavits described in Paragraphs 34 and 35 above purport
11 to be supported by a copy of her Notary Log Book.

12 37. In both of Medina's affidavits described in Paragraphs 34 and 35 above she
13 certifies "under penalty of perjury that I am authorized to act as a Notary
14 Public in and for the above County and State and that in performing my duties
15 as a Notary Public I have complied with all applicable State and Local Laws
16 ...".

17 38. NRS 240.120(1)(d) states as follows :

18
19 NRS 240.120 Journal of notarial acts: Duty to maintain; contents;
20 verification based upon credible witness; copy of entry; storage; period
of retention; report of loss or theft; exceptions.

21 1. Except as otherwise provided in subsection 2, each notary public
22 shall keep a journal in his or her office in which the notary public shall
enter for each notarial act performed, at the time the act is performed:

23 (d) Except as otherwise provided in subsection 3, the name and
24 **signature of the person whose signature is being notarized;**

25 39. Medina's Notary Log Book filed on June 3, 2019 does not have the signature
26 of either Dattala or Bursey.
27
28

- 1 40. In an effort to cover up her violation of NRS 240.120(1)(d), Medina either
2 forged, or had someone forge, Dattala's signature in her notary book.
- 3 41. Without an escrow or title insurance, Bursey recorded Quitclaim Deeds for the
4 Subject Properties as set forth below :
- 5 a. For the 50 Sacramento Property, Quitclaim Deed recorded April 8,
6 2019. As set forth in Paragraph 27 above, Bursey attached the
7 signature page from one of the documents Dattala had signed and
8 acknowledged to Spencer on April 5, 2019 to the Quitclaim Deed
9 Bursey recorded in an attempt to obtain title to the 50 Sacramento
10 Property.
- 11 b. For the 59 Sacramento Property, Quitclaim Deed recorded April 22,
12 2019.
- 13 c. For the Colusa Property, Quitclaim Deed recorded April 22, 2019.
- 14 42. Ownership and financial issues regarding the Colusa Property were resolved
15 by FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT filed
16 in this case on October 15, 2020.
- 17 43. Dattala was tricked and defrauded into signing the Quitclaim Deed for the 59
18 Sacramento Property to Bursey and Plaintiff received only the payment set
19 forth in the table below from Bursey.

20
21 ///
22
23 ///
24
25 ///

Property	Amount Received \$	Purchase Amount \$	DOV ¹ Amount \$
50 Sacramento	5,000 + 14,443 payments on Deed of Trust	150,000	73,540
59 Sacramento	10,000	220,000	79,091
Total	29,443 ²	370,000	152,263

44. Based on the purchase contracts drafted by Bursey, Dattala should have received a total of \$370,000 for the 50 Sacramento and the 59 Sacramento Properties, but instead received \$10,000 in earnest money down payments and \$4,467 principal and \$9,976 interest.

Dattala should have received a total of \$152,263 based on the Declaration of Value forms for the 50 Sacramento and the 59 Sacramento Properties, which statements are made "under penalty of perjury", executed by Bursey, or Bursey's agent, attached to the recorded Quitclaim Deeds.

45. As to the 50 Sacramento Property, Bursey immediately transferred his interest to Precision Assets, LLC by Grant, Bargain and Sale deed recorded April 15, 2019, purportedly for \$95,000.

46. As to the 50 Sacramento Property, despite having no record title or other ownership interest in the 50 Sacramento Property, Precision Assets recorded a Deed of Trust purporting to grant Acry a secured lien on the title to the 50

¹DOV is an abbreviation of the Declaration of Value form which is signed "under penalty of perjury" and is required to be recorded with each deed stating the transaction value.

². \$4,467 of principal and \$9,976 of interest

- 1 Sacramento Property, which Deed of Trust was recorded April 18, 2019.
- 2 47. As to the 59 Sacramento Property, Bursey immediately transferred his interest
3 to Precision Assets by Grant, Bargain and Sale deed recorded May 2, 2019,
4 purportedly for \$130,000.
- 5 48. Dattala seeks to impose a constructive trust on the proceeds of the sales to
6 Bursey and on title to the 50 Sacramento Property and the 59 Sacramento
7 Properties based on Bursey obtaining the Quitclaim Deeds from Plaintiff by
8 fraud and failing to pay fair value for the 50 Sacramento and the 59
9 Sacramento properties as described above. Bursey further attached a
10 signature page from another document to the deed to the 50 Sacramento
11 Property as set forth in Paragraph 27 above.
- 12 49. Bursey and Medina engaged in concerted action intended to accomplish an
13 unlawful objective for the purpose of harming Plaintiff.

14

15 FIRST CAUSE OF ACTION : QUIET TITLE

16

- 17 50. Plaintiff incorporates all previous paragraphs as though fully set forth herein.
- 18 51. Plaintiff prays that title to the 50 Sacramento and the 59 Sacramento
19 Properties be quieted to memorialize Plaintiff's interest and to set aside and
20 declare the Quitclaim Deeds described in Paragraph 41 above as to the 50
21 Sacramento and the 59 Sacramento Properties as null and void, and
22 memorialize that Plaintiff owns the 50 Sacramento and the 59 Sacramento
23 Properties subject to no claim by Bursey, Segal, Precision or Acry.

24

25 SECOND CAUSE OF ACTION : DECLARATORY RELIEF

26

- 27 52. Plaintiff incorporates all previous paragraphs as though fully set forth herein.
- 28

1 53. Plaintiff prays that the Court issue an order specifically stating Plaintiff's
2 interest in the 50 Sacramento and the 59 Sacramento Properties, pursuant to
3 NRS 30.040 and NRS 40.010.

4 54. Plaintiff desires a judicial determination of his current ownership rights to the
5 the 50 Sacramento and the 59 Sacramento Properties as set forth above.

6 55. A judicial declaration is necessary and appropriate at this time under the
7 circumstances in order for Plaintiff to protect and enforce his interests in the
8 the 50 Sacramento and the 59 Sacramento Properties.

9
10 THIRD CAUSE OF ACTION : FRAUDULENT CONVEYANCE
11 [As to Bursey]

12 56. Plaintiff realleges and incorporates herein all of the allegations previously
13 made in all previous paragraphs as though fully set forth herein.

14 57. Bursey never paid Plaintiff the full amount due to Plaintiff, and Plaintiff never
15 received the full amount due to him from Bursey for the sale of the Subject
16 Properties.

17 58. When Bursey transferred his interest in the 50 Sacramento Property on April
18 15, 2019, it was with actual intent to hinder, delay or defraud Plaintiff.

19 59. When Bursey transferred his interest in the 59 Sacramento Property on May 2,
20 2019, it was with actual intent to hinder, delay or defraud Plaintiff.

21 60. Plaintiff suffered damages as a result of Bursey's actions.
22

23 FOURTH CAUSE OF ACTION : CIVIL CONSPIRACY

24 [As to Defendants Bursey and Medina]
25

26 61. Plaintiff realleges and incorporates herein all of the allegations previously
27
28

1 made in all previous paragraphs as though fully set forth herein.

2 62. The forged Affidavits of Grantor described in Paragraph 30 above are
3 evidence of the concert of action between Bursey and Medina.

4 63. Bursey and Medina engaged in concerted action to allow Bursey to sell the 50
5 Sacramento Property and the 59 Sacramento Property using an escrow and
6 title insurance as described above.

7 64. The concerted action engaged in by Bursey and Medina was intended to
8 accomplish an unlawful objective for the purpose of harming Plaintiff.

9 65. Plaintiff was damaged by the act or acts of Bursey and Medina and Plaintiff
10 has suffered and will suffer general and consequential damages in excess of
11 fifteen thousand dollars (\$15,000), exclusive of costs and interest, in an
12 amount to be determined according to proof adduced at trial.

13 66. Plaintiff has further been required to retain the services of an attorney to
14 prosecute this action on its behalf, and as such are entitled to attorney's fees
15 and costs incurred in prosecuting this matter.

16
17 FIFTH CAUSE OF ACTION - NEGLIGENCE PER SE

18 [as to LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY]

19
20 67. Plaintiff realleges and incorporates herein all of the allegations previously
21 made in all previous paragraphs as though fully set forth herein.

22 68. NRS 240.120(1)(d) imposes a specific duty on a notary.

23
24 NRS 240.120 Journal of notarial acts: Duty to maintain; contents;
25 verification based upon credible witness; copy of entry; storage; period
of retention; report of loss or theft; exceptions.

26 1. Except as otherwise provided in subsection 2, each notary public
27 shall keep a journal in his or her office in which the notary public shall

28

1 enter for each notarial act performed, at the time the act is performed:
2 (d) Except as otherwise provided in subsection 3, the name and
3 **signature of the person whose signature is being notarized;**

- 4 69. Medina breached that duty by notarizing the two affidavits described in
5 Paragraph 30 above without complying with NRS 240.120(1)(d).
- 6 70. Medina at all relevant times was an employee or agent under the control of
7 WFG.
- 8 71. Medina at all relevant times was either within the nature and scope of her
9 employment as an employee of WFG or was acting as WFS's agent and was
10 within the scope of her agency when performing the notarial acts described
11 above.
- 12 72. Dattala is in the class of persons whom NRS 240.120(1)(d) is intended to
13 protect and the injury to him is of the type against which NRS 240.120(1)(d) is
14 intended to protect.
- 15 73. WFG is liable for damages Dattala incurred as a result of Medina's negligence
16 under the doctrine of respondeat superior.
- 17 74. Due to the violation of NRS 240.120(1)(d), Plaintiff has been damaged in an
18 amount in excess of Fifteen Thousand Dollars (\$15,000.00), which amount
19 will be set forth and proven at the time of trial.
- 20 75. It has been necessary for Plaintiff to retain the services of an attorney and to
21 incur other court costs to prosecute this action. Defendants Medina and WFG
22 should be required to pay attorneys' fees and costs incurred by Plaintiff in this
23 action.

24
25 ///

1 SIXTH CAUSE OF ACTION - FAILURE TO SUPERVISE, INADEQUATE
2 TRAINING AND EDUCATION

3 [Defendant WFG NATIONAL TITLE INSURANCE COMPANY]
4

5 76. Plaintiff realleges and incorporates herein all of the allegations previously
6 made in all previous paragraphs as though fully set forth herein.

7 77. At all relevant times Medina was the employee or agent of WFG.

8 78. WFG failed to supervise its employee or agent, Medina.

9 79. WFG failed to adequately train its employee or agent, Medina, to ensure that
10 she complied with the law.

11 80. WFG failed to adequately educate its employee or agent, Medina, to ensure
12 that she complied with the law.

13 81. As a direct and proximate result of the actions of Defendant WFG's failure to
14 supervise, adequately train or adequately educate its employee or agent,
15 Medina, Plaintiff has suffered and will suffer general and consequential
16 damages in excess of Fifteen Thousand dollars (\$15,000), exclusive of costs
17 and interest, in an amount to be determined according to proof adduced at
18 trial.

19 82. Plaintiff has further been required to retain the services of an attorney to
20 prosecute this action on its behalf, and as such is entitled to attorney's fees
21 and costs incurred in prosecuting this matter.
22

23 SEVENTH CAUSE OF ACTION - RICO

24 [as to Bursey and Medina]
25

26 83. Plaintiff realleges and incorporates herein all of the allegations previously
27 made in all previous paragraphs as though fully set forth herein.
28

- 1 84. Defendant Bursey engaged in criminal enterprise with at least one other
2 individual and engaged in criminal activity by knowingly making false
3 representations of fact to commit fraud on Plaintiff, forging Plaintiff's signature
4 on real estate and financial documents, placing forged documents in the public
5 record, committing perjury by executing and recording false Declaration of
6 Value forms, and conspiring with Medina as a Nevada Notary Public to
7 fabricate signatures on documents, to sign and stamp real estate documents
8 with notary seals to give the document the appearance of authenticity,
9 genuineness and enforceability.
- 10 85. Defendant Medina engaged in criminal enterprise with at least one other
11 individual by engaging in criminal activity with Bursey by falsely notarizing real
12 estate documents in violation of NRS 240.001 to 240.169, inclusive, or a
13 regulation or order adopted or issued pursuant thereto, by forging Dattala's
14 signature in her notary book, and by committing perjury by executing the
15 affidavits described above in Paragraphs 34 and 35.
- 16 86. NRS 240.175 makes violation of NRS 240.001 to 240.169, inclusive, or a
17 regulation or order adopted or issued pursuant thereto, a category D felony.
- 18 87. Defendant Medina engaged in criminal enterprise with at least one other
19 individual, that being Bursey, by engaging in criminal activity with Bursey by
20 violating NRS 205.120, which is a category D felony.
- 21 88. Defendant Medina engaged in criminal enterprise with at least one other
22 individual, that being Bursey, by engaging in criminal activity with Bursey by
23 violating NRS 205.090, which is a category D felony.
- 24 89. Medina committed perjury by executing the affidavits described above in
25 Paragraphs 34 and 35.
- 26 90. Medina offered false evidence by executing the affidavits described in
27 Paragraphs 34 and 35.
- 28

- 1 91. Bursey and Medina engaged in unlawful activity as defined by NRS 207.400.
- 2 92. As a direct and proximate result of the actions of Defendants Bursey and
- 3 Medina, Plaintiff has suffered and will suffer general and consequential
- 4 damages in will suffer general and consequential damages in the amount of
- 5 three hundred and seventy thousand dollars (\$370,000), exclusive of costs
- 6 and interest.
- 7 93. Plaintiff has further been required to retain the services of an attorney to
- 8 prosecute this action on its behalf, and as such are entitled to attorney's fees
- 9 and costs incurred in prosecuting this matter.
- 10

11 WHEREFORE, PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS:

12

- 13 1. That Plaintiff's ownership and right, title and interest to the 50 Sacramento and
- 14 the 59 Sacramento Properties be adjudicated as between him and Defendants
- 15 Bursey, Precision, Segal and Acry;
- 16 2. For damages caused by Medina, which damages exceed \$15,000, subject to
- 17 proof at trial;
- 18 3. Pursuant to NRS 112.210, Plaintiff seeks judgment against Bursey, Precision
- 19 Assets and Segal as to the 50 Sacramento Property and the 59 Sacramento
- 20 Property for :
- 21 (a) Avoidance of the transfer or obligation to the extent necessary to satisfy his
- 22 claim;
- 23 (b) An attachment or garnishment against the asset transferred or other
- 24 property of the transferee pursuant to NRS 31.010 to 31.460, inclusive; and
- 25 (c) Subject to applicable principles of equity and in accordance with applicable
- 26 rules of civil procedure:
- 27 (1) An injunction against further disposition by the debtor or a
- 28

- 1 transferee, or both, of the asset transferred or of other property;
- 2 (2) Appointment of a receiver to take charge of the asset transferred or
- 3 of other property of the transferee; or
- 4 (3) Any other relief the circumstances may require.

5 4. Pursuant to NRS 112.210, Plaintiff seeks judgment against Burse and
6 Precision Assets as to the 59 Sacramento Property for :
7 (a) Avoidance of the transfer or obligation to the extent necessary to satisfy his
8 claim;

9 (b) An attachment or garnishment against the asset transferred or other
10 property of the transferee pursuant to NRS 31.010 to 31.460, inclusive; and
11 (c) Subject to applicable principles of equity and in accordance with applicable
12 rules of civil procedure:

- 13 (1) An injunction against further disposition by the debtor or a
- 14 transferee, or both, of the asset transferred or of other property;
- 15 (2) Appointment of a receiver to take charge of the asset transferred or
- 16 of other property of the transferee; or
- 17 (3) Any other relief the circumstances may require.

18 5. That WFG be legally responsible for any judgment against Medina based on
19 the legal theory of Respondeat Superior;

20 6. For imposition of triple the amount of compensatory damages awarded
21 against Medina, pursuant to NRS 207.470(1);

22 7. For imposition of exemplary and punitive damages against Medina, pursuant
23 to NRS Chapter 42;

24 8. For imposition of constructive trust on the title to the 50 Sacramento and the
25 59 Sacramento Properties;

26 9. That Plaintiff be awarded his attorney fees and costs of this suit; and

27 ///

28

1 10. For such other relief which this court deems appropriate and just.

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

/s/ Benjamin B. Childs

BENJAMIN B. CHILDS
NEVADA BAR # 3946
Attorney for Plaintiff/Counterdefendant John Dattala

CERTIFICATE OF SERVICE

This SECOND AMENDED COMPLAINT, was served through the Odessey File and Serve system to all counsel and to Eustachius Bursey at his email address ebursey87@icloud.com on filing. Electronic service is in lieu of mailing.

/s/ Benjamin B. Childs, Sr.

BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

DECLARATION OF JOHN DATTALA

I am the plaintiff herein and I make these statements based on my own personal knowledge.

As noted in Jan Seaman Kelly's report, I dispute many of the signatures on the documents she analyzed and I agree with her analysis and conclusions.

Many of the documents falsely state that I drafted them. I am at most semi-literate and am incapable of drafting legal documents involving real estate transactions. I do not even have a copier and until recently I did not have an email address.

I was defrauded by Bursey, he misrepresented what I was signing and the purpose of what documents he asked me to sign. I would never have signed any documents if I knew that he intended to take the position that I was be transferring ownership for \$10,000 for 59 Sacramento. I would never have signed any documents if I knew that he intended to take the position that I was be transferring ownership of the 50 Sacramento property after he only made payments for 10 months of \$1,443/month and paying me \$5,000. This makes no sense and obviously he took advantage of me.

In the latter part of the year 2018, Bursey made the following factual representations to me :

- a. That Bursey's father had died.
- b. That Bursey expected an inheritance from his deceased father's estate
- c. That Bursey wanted to buy the 59 Sacramento Property and the Colusa Property from Dattala and planned to pay Dattala when Bursey received his inheritance from his father's estate.

On March 19, 2019, and again on March 27, 2019, Bursey represented to me that Bursey needed to fix the 50 Sacramento Property so he could bring it up to code and get insurance and move back in, and that he had "a child on the way in September".

Bursey's representations in the latter part of the year 2018 that his father had died and that Bursey was waiting for his inheritance to come were false, when he made those representations Bursey knew those representations were false, and Bursey made those representations to induce me to enter into sales agreements for the 59 Sacramento Property and the Colusa Property.

Bursey's representation on March 19, 2019, and again on March 27, 2019 to me that Bursey needed to fix the 50 Sacramento Property so he could bring it up to code and get insurance and move back in, and that he had "a child on the way in September" were false, when he made those representations Bursey knew those representations were false, and Bursey made those representations to induce Dattala to enter into sales agreements for the 59 Sacramento Property

and the Colusa Property.

Below I summarize how much I received for each of the two Subject Properties involved in the motion set for hearing September 12, 2019 and what the Declaration of Value forms [DOV] state which Bursey signed and attached to the recorded deeds in April and May of 2019 :

50 Sacramento -

I received \$5,000 down in July, 2018 and 10 payments of \$1,443/month [total of \$14,430 in payments] with the last payment being May 4, 2019 [Saturday]. There was an amortization schedule showing that I sold it for \$150,000 by deed of trust. I do have a copy of the deed of trust. I never signed any document purporting to accept \$10,000 as full and final payoff of the \$150,000 deed of trust.

The DOV states \$73,540

59 Sacramento -

I received \$10,000 as an Earnest Money Deposit on April 4, 2019

The DOV states \$79,091

Thus, just based on Bursey's own statements under penalty of perjury on the Declaration of Value forms I should have received a total of \$ 152,631 for those two properties.

This is what was agreed as the amount for the sale of each property :

50 Sacramento - \$150,000 financed at 8%interest on a 15 year loan by a deed of trust, after he paid me the \$5,000 down payment.

59 Sacramento - \$220,000 financed at 8%interest on a 15 year loan by a deed of trust, after he paid me the \$10,000 down payment. He provided the Zillow printout for the value and an amortization schedule for how much the payments would be.

Colusa - \$201,000 financed at 8%interest on a 15 year loan by a deed of trust, after he paid me the \$10,000 down payment. He provided the Zillow printout for the value and an amortization schedule for how much the payments would be.

I paid the following when I purchased the Subject Properties. For 50 Sacramento, I paid \$43,000 in 1992. For 59 Sacramento, I paid \$69,000 in 2008. For Colusa I paid \$100k in 2008. I owned the Subject Properties free and clear. I lived in 50 Sacramento for over 26 years. Why I would sell these properties for a total amount of \$25,000 and leave all my personal property? Obviously I wouldn't.

I had a lot of personal property at the Colusa property and the property at 50 Sacramento and at 59 Sacramento. Bursey told me that he had told the buyers of 50 Sacramento and 59 Sacramento, before he signed any documents purporting to transfer his interest in those properties, that my personal property was located in those properties.

In early May, 2019 I personally told the person representing himself to be the purchaser of 59 Sacramento that I needed to retrieve my personal property. So in early May, 2019 the owner of 59 Sacramento knew that he had my personal property, but he told me to get it out of the dumpster. Over my strong objection, a total of five of the biggest commercial dumpsters were filled with my personal property from 59 Sacramento in early May, 2019. They took the same amount from 50 Sacramento before that, in April, 2019. Now Bursey has told me, through the lawyers, that I cannot go get the property in the Colusa house, and by now all the most valuable property has been stolen. This is a lot of valuable items consisting of tools and other personal property like clothes, furniture, fixtures, appliances, toys, etc. Why would Bursey sell the property and why would any normal buyer buy the properties [50 Sacramento and 59 Sacramento] when the properties are full of personal property belonging to me? It doesn't make sense unless it was an ongoing scheme to defraud me.

On April 5, 2019, Bursey asked me to sign two documents which Bursey had prepared, and then acknowledge that signature to Bonita Spencer, a Nevada Notary Public, on the same date. I did not know, did not consent to, and was never told, that the signature page I had signed and acknowledged to Spencer on April 5, 2019 would be attached to a Quitclaim Deed and recorded by Bursey to attempt to obtain record title to the 50 Sacramento Property. I did not know, and was never told, that the signature page I had signed and acknowledged to Spencer on April 5, 2019 would be attached to a Deed of Reconveyance and recorded by Bursey to attempt to remove the lien created by the Deed of Trust which encumbered title to the 50 Sacramento Property. {Exhibit 4 to my MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST EUSTACHIUS C. BURSEY}

Bursey forged my signature on a document entitled NOTICE OF PURCHASE purportedly dated April 1, 2019 [Item 1 to Ms. Kelly's report] in an attempt to justify why I would accept a total amount of \$10,000 from Bursey for the purported purchase of the 50 Sacramento Property, when I was entitled to

receive payments under the Deed of Trust.

As to the signatures, I do recognize my signature on the WFG form for the 50 Sacramento property [Attached as Item 12 to Ms. Kelly's report] It was obviously altered after I signed it because it purports to have my signature on April 7, 2019, but it references a deed that was recorded on April 8, 2019. So the document was altered after I signed it.

The other signatures on the WFG forms for 59 Sacramento and the Colusa properties [Items 2 and 4 to Ms. Kelly's report] are NOT my signatures. The writing looks exactly like Bursey's writing and his signature. Again, I affirmatively state that I did not sign the the WFG forms for the 59 Sacramento and the Colusa properties and that these are NOT my signatures.

I dispute my signature on the "Notice of Purchase" [Item 1 to Ms. Kelly's report], which is purportedly dated April 1, 2019. This document makes no sense and I would not sign it. I affirmatively state that I did not sign the "Notice of Purchase" purportedly dated April 1, 2019 and that this are NOT my signature.

I do not dispute that I signed a receipt for the two Customer Receipts which are Items 8 and 9 to Ms. Kelly's report. However, the other handwritten statements about "Memo : For Sale of 4029 Colusa Cir" and "Memo : For Sale of 59 Sacramento Drive" were not on the receipts when I signed them. I have never denied that I received the \$20,000. What I do deny is that I sold my ENTIRE INTEREST in 4029 Colusa Cir and 59 Sacramento Drive for a total of \$20,000. What Bursey obviously did was sell 50 Sacramento, then use the proceeds which he received to pay me the \$20,000 evidenced by these Customer Receipts.

On April 29, 2019 Bursey and Medina conspired to further Bursey's fraudulent scheme by forging Dattala's signature on a document titled Affidavit of Grantor purporting to state that Dattala was making numerous factual representations about the title to the 59 Sacramanto Property.

I made a diligent search and I do not know where the first 2 pages of the Purchase Agreement for 50 Sacramento [Item 18 to Ms. Kelly's report]. Bursey was taking most, if not all, of the original documents.

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

Executed on July 28, 2020

(date)



(signature)

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

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

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

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

APPEARANCES:

For the Plaintiff:

BENJAMIN B. CHILDS, ESQ.
318 South Maryland Pkwy.
Las Vegas, Nevada 89101
702.385.3865
ben@benchilds.com

For Defendant Eustachius C. Bursey:

THOMAS M. FRONCZEK, ESQ.
5550 Painted Mirage Road
Suite 320
Las Vegas, Nevada 89149
702.589.7520
toby@relieflawyersnv.com

For Defendant Precision Assets LLC and WFG National
Title Insurance Company:

ANDREW A. BAO, ESQ.
WOLFE & WYMAN LLP
6757 Spencer Street
Las Vegas, Nevada 89119
702.476.0100
aabao@wolfewyman.co

For Defendant Acry Development LLC:

BRIAN R. DZIMINSKI, ESQ.
LAW OFFICES OF JOHN BENEDICT
2190 East Pebble Road
Suite 260
Las Vegas, Nevada 89123
702.333.3770
brian@benedictlaw.com



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

INDEX

WITNESS	PAGE
BONITA SPENCER	
Examination by Mr. Childs	4
Examination by Mr. Bao	15
Examination by Mr. Fronczek	19

EXHIBITS

DESCRIPTION	PAGE
Exhibit 1 - Admonitions for a Deposition	4
Exhibit 2 - Partial Copy of Notary Journal	4
Exhibit 3 - Quitclaim Deed	
APN 140-31-817-043	4
Exhibit 4 - Deed of Full Reconveyance	
APN 140-31-817-043	4

INFORMATION TO BE SUPPLIED

None

1 LAS VEGAS, NEVADA, TUESDAY, OCTOBER 15, 2019,

2 4:17 P.M.

3 * * * * *

4 (Deposition Exhibits 1 through 4 marked.)

5
6 BONITA SPENCER,

7 having been first duly sworn, was
8 examined and testified as follows:

9
10 (Prior to the commencement of
11 the deposition, all counsel
12 present agreed to waive
13 statements by the court
14 reporter pursuant to
15 Rule 30(b)(4) of the NRCF.)

16
17 EXAMINATION

18 BY MR. CHILDS:

19 Q. Can you state your name and spell your
20 last name for the record.

21 A. Bonita Spencer. Last name S-p-e-n-c-e-r.

22 Q. Bonita, we are here because of a
23 transaction document that you notarized on April 5th,
24 2019. And so you provided a copy of the --

25 First off, have you read Exhibit 1, which

1 is the Admonitions for a Deposition?

2 A. Yes.

3 Q. Do you have any questions about that?

4 A. Hum-um.

5 Q. Exhibit 2 is the copy of the notary
6 journal you provided. I want you to look at that.

7 And then I think Exhibits 3 and 4 are the
8 subject documents.

9 Do you have an independent recollection of
10 doing that?

11 A. What?

12 Q. Doing that notarization process?

13 A. Um-hum. Yes.

14 Q. Tell me what you remember.

15 A. I remember that I was contacted by either
16 Eustachius or John to come notarize some documents
17 through, it's like a notary, mobile notary referral
18 service. So I'm not for sure who contacted me.

19 So I went to the property. I think it was
20 on Sacramento, wherever John is. It has all that
21 stuff out front. But I spoke to John, because
22 initially he couldn't find his ID and then he found
23 it.

24 So once I get to the property, I met John
25 there. Eustachius wasn't there. And then Eustachius

1 came with a female and presented two documents.

2 John gave me his ID. I put his
3 information in my book, and then I notarized his
4 signature and that was it.

5 Q. Did you notarized Bursey's signature?

6 A. No, just John's, which he acknowledged the
7 last time I was here in your office.

8 Q. Have you talked to him since this?

9 A. Hum-um.

10 Q. Just when we had the Early Case
11 Conference?

12 A. Yeah. Because he remembered who I was.
13 Not the Early Case Conference. Yeah, when I came to
14 your office.

15 Q. That's what it was.

16 A. Yes.

17 Q. So this Exhibit 2 notes that you were
18 notarizing a Warranty Deed and a Deed of Trust?

19 A. Correct.

20 Q. So did you read those documents or how did
21 you get those?

22 A. Because I looked at the title of the
23 documents. You are supposed to write down the title
24 of the document and that's what I did.

25 Q. The first page of the document?

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

1 and then we will talk about the other one.

2 A. Yeah. There are two documents, they were
3 multiple pages, though.

4 Q. So what was the sequence of how you
5 performed this notary act? Were you at John's house?

6 A. Correct.

7 Q. Inside the house?

8 A. Outside. We were outside.

9 Q. Outside the house, okay.

10 A. Yes.

11 Q. Just tell me the sequence of how things
12 transpired. You showed up.

13 A. Um-hum. John met me. He came outside,
14 because I knocked on the door. And we had to wait for
15 Eustachius, I guess, to bring whatever we were going
16 to notarize on those documents.

17 So when we get there, John gave me his ID
18 and we used a little tray, a tray that John had
19 outside. Because I admired it because it was like a
20 collection. He had a bunch of old stuff out front.

21 And then we used that tray to write on,
22 because, of course, we were outside.

23 So he presented me with his ID. I wrote
24 it in my book. He signed my book. And then he signed
25 the documents. And then I notarized his signature,



1 his signature on those documents.

2 Q. And did John have the documents or
3 Eustachius?

4 A. No. Eustachius brought them.

5 Q. He brought them?

6 A. Yes. He told me that they were prepared
7 by some Legal Shield or something like that. Because
8 when I was looking at the documents, you know, I did
9 notice, because being a paralegal, I just know when
10 documents aren't, you know, they just don't look --
11 there were a lot of mistakes in there. So that's why
12 I just pointed those out.

13 I'm like, "Who prepared those?" And
14 that's when he said, "It was like a Legal Shield or
15 Legal something that prepared the documents."

16 Q. And let's just talk about them one at a
17 time.

18 On the Warranty Deed, it was two to three
19 pages?

20 A. Um-hum.

21 Q. And then Bursey brought both the documents
22 together?

23 A. Um-hum.

24 Q. And then did they read them at all or did
25 John sign it right there?

1 A. He just signed it right there. They
2 didn't like go through the documents.

3 Q. So presumptively the last page of the
4 document, let's look at Exhibit 3, John's signature is
5 on just a separate page. Do you recognize Exhibit 3?

6 A. Do I recognize it?

7 Q. Is this the document that you notarized?

8 A. Well, it says a Quitclaim. So obviously
9 it wouldn't be a Quitclaim Deed if that's not what my
10 book states, because my book states Deed of Trust/
11 Warranty Deed.

12 Q. Again, I just want to talk about them one
13 at a time. The Warranty Deed. So you can look at the
14 whole document. Does it say anywhere on Exhibit 3
15 Warranty Deed?

16 A. Not anywhere that I see it.

17 Q. So John's signature is on a totally
18 separate page from the notary page. Is that what you
19 recall?

20 A. Um-hum, yes. The notary acknowledgment
21 was like this.

22 Q. Was a totally separate page from John's
23 signature?

24 A. It was a complete document, but the notary
25 acknowledgment was on the last page.



1 Q. And John's signature page is a totally
2 separate page from the rest of the document, is that
3 what you recall?

4 A. I didn't pay attention to it. I just saw
5 him sign it and I notarized it.

6 Q. On the separate page.

7 See, this is a notary acknowledgment as if
8 he had signed it before, and then he came and --

9 A. He signed it in my presence, yes.

10 Q. And so this notary acknowledgment is
11 actually inaccurate, because he signed it in front of
12 you, right?

13 A. An acknowledgment can be attached to the
14 back. It doesn't say that it was brought to me. It's
15 just an acknowledgment of you notarizing that person's
16 signature on that date.

17 Q. There is a couple of --

18 A. There's a couple of notary
19 acknowledgments.

20 Q. Yes, and way to go about it. This one
21 says that he --

22 A. It says "personally appeared, John," which
23 not saying that he brought to me, it said he
24 personally appeared.

25 Q. "And acknowledged to me that he

1 executed the same in his authorized
2 capacity."

3 And it doesn't say he signed it in front
4 of you, though.

5 A. I dated it on April 5th before me
6 personally appeared John. That's why you write the
7 date in there.

8 Q. Got it.

9 So let's go on to the Deed of Trust,
10 Exhibit 4. Let me ask just a question about that. Do
11 you remember how many pages that was?

12 A. Probably two or three.

13 Q. And when you write the type of document
14 description, you just in a sense you look at the first
15 page and it's --

16 A. Correct.

17 Q. -- all caps in bold?

18 A. Because I need to know what document, I
19 mean what the title of the document that I'm
20 notarizing the signature on.

21 MR. FRONCZEK: Sorry, which document
22 number is the Deed of Trust?

23 MR. BAO: Exhibit 4.

24 MR. CHILDS: That's the issue. Thank you.

25 ///

1 BY MR. CHILDS:

2 Q. Let me ask you this. Go back a little bit
3 to the Quitclaim Deed. If you had been presented with
4 Exhibit 3 --

5 A. Um-hum.

6 Q. -- what would you have written in for
7 "Type of Document"?

8 A. Quitclaim Deed for Nevada.

9 Q. On Exhibit 4, if you were presented with
10 Exhibit 4, what would you have written in the "Type of
11 Document" section?

12 A. Deed of Full Reconveyance, because that's
13 the title.

14 Q. That's the caps bold?

15 A. Correct.

16 Q. And then the rest of the document follows
17 after that?

18 A. Um-hum.

19 Q. Now, this one actually has the signature
20 page --

21 A. On the same.

22 Q. -- on the same, yes.

23 A. And this is the one I made the comment on
24 because it was all messed up. Like you see the State
25 of Nevada and County, it's all...



1 Q. Who filled that in?

2 A. I put Clark, because that's what I'm
3 supposed to.

4 Q. It doesn't have the right margins, you're
5 talking about the SS?

6 A. Yes.

7 Q. It looks funky.

8 And Bursey told you that it was drafted on
9 a website or something?

10 A. I think it was like Legal Shield or
11 something. You know, that you pay those. You know,
12 those things. But something like that. But he is the
13 one who had the documents with him.

14 Q. Is this document that you provided as
15 Exhibit 2 a true and accurate copy of your notary
16 journal?

17 A. I have my notary journal with me.

18 Q. Do you want to get it out and compare it
19 just to clarify?

20 I just want you to compare it.

21 A. I know, I have done it.

22 Q. What you provided that I've attached as
23 Exhibit 2 is a true and correct copy of the notary
24 journal?

25 A. Yes.

1 Q. And that notary journal has been in your
2 sole possession since you've had it?

3 A. Correct.

4 MR. CHILDS: I'll pass the witness.

5 MR. DZIMINSKI: I don't have any
6 questions.

7 MR. BAO: Did you want to put the same
8 objection on for this one?

9 MR. CHILDS: I object to Mr. Bao, because
10 he hasn't filed an Answer or appearance or done a Case
11 Conference Report, for the record.

12 MR. BAO: And counsel and I spoke before
13 the deposition, and I completely understand counsel's
14 objection. At the same time we have not filed a
15 pleading; therefore, our Rule 16.1 obligations have
16 not been triggered. We have a pending motion to
17 dismiss.

18 We are here today because we think it's
19 more judicially economical to question Ms. Spencer
20 instead of asking her to appear twice for a deposition
21 should we remain in the case.

22

23 EXAMINATION

24 BY MR. BAO:

25 Q. Hello, Miss Spencer. My name is Andrew

1 Bao. I'm an attorney for defendants Precision Assets,
2 LLC and WFG National Title Company in this matter.

3 I just have a few follow-up questions for
4 you regarding the notarizations that we have been
5 discussing.

6 How long have you been a notary, licensed
7 notary?

8 A. Oh, I don't know exactly how long.

9 Q. It's okay. Approximately?

10 A. Five years, I think, something like that.

11 Q. In that five years have you been a
12 licensed notary continuously?

13 A. Yes, um-hum.

14 Q. And you mentioned you were a paralegal?

15 A. Yes.

16 Q. How long have you been a paralegal?

17 A. 15 years.

18 Q. Continuously?

19 A. Yes.

20 Q. Now, you also mentioned John or Eustachius
21 contacted you to notarize this, but you also mentioned
22 a mobile notary, correct?

23 A. Either one of them contacted this other
24 lady who provided my number. That's how they got my
25 number.

1 Q. Have you had, I guess, notary assignments
2 through that setup before?

3 A. Correct.

4 Q. What is the name of the mobile notary
5 company?

6 A. She just runs an ad. There is like a
7 mobile notary. She just has Google ads, because she
8 used to do it full time. And then when she can't,
9 it's like a referral. So if she can't do the
10 notarization, she will refer it to me or give them my
11 number.

12 Q. What is the name?

13 A. Susan. What is Susan's last name? I
14 can't recall the last name, but her first name is
15 Susan.

16 Q. Susan is also a notary?

17 A. Um-hum. There is like three or four of
18 us. And I'm not for sure of the other ones. But I
19 know if the person who contacts the original notary,
20 if they can't, they will provide a telephone number of
21 two or three other notaries that may be able to handle
22 it.

23 Q. For this particular notary assignment, you
24 recall Susan contacted you to do it?

25 A. No, she didn't contact me. Either

1 Eustachius or John contacted Susan and she provided my
2 number and they called me.

3 Q. Thank you.

4 So after these documents are notarized and
5 put in your book, who do you return the documents to
6 or did they just take them?

7 A. They took them, um-hum.

8 Q. Other than John, Eustachius, and Susan,
9 and the other individuals within this mobile notary
10 sort of collection, did you speak or communicate with
11 anybody else regarding this notary assignment?

12 A. No.

13 Q. WFG National Title Company, do you
14 recognize that name?

15 A. (Deponent shakes head.)

16 Q. Do you recall ever notarizing anything
17 on --

18 MR. CHILDS: Make sure she answers.

19 THE WITNESS: No. I'm sorry. No.

20 BY MR. BAO:

21 Q. So no to both?

22 A. No. No. Yes.

23 Q. Have you ever worked or have you ever been
24 an employee of WFG at any time?

25 A. No.

1 Q. Have you ever received any training or
2 supervision from WFG in any capacity?

3 A. No.

4 Q. How about Precision Assets, LLC, have you
5 heard of that entity?

6 A. No.

7 Q. Do you recall ever notarizing anything on
8 behalf of Precision Assets, LLC?

9 A. No.

10 Q. Do you recall communicating with Precision
11 Assets, LLC in regards to this notary assignment in
12 any capacity?

13 A. No.

14 MR. BAO: No further questions. Pass the
15 witness.

16

17

EXAMINATION

18 BY MR. FRONCZEK:

19 Q. Hello. I'm Thomas Fronczek. I'm the
20 attorney for Eustachius Bursey.

21 If I can refer you to Exhibit No. 2. This
22 is the excerpt from your notary book.

23 A. Okay.

24 Q. It has an entry for April 5th, 2019,
25 Warranty Deed/Deed of Trust and it has Dattala's



1 signature on it. Were there any other entries for
2 this date?

3 A. No.

4 Q. With either Dattala's name on it or
5 Bursey's?

6 A. No.

7 Q. Later on, and we had discussed this
8 previously or you had testified about it previously,
9 you notarized the signature for Mr. Dattala on a
10 document called Reconveyance, I believe. One was
11 Quitclaim Deed and one was --

12 MR. CHILDS: I'm objecting to that,
13 because that's not what her testimony was.

14 BY MR. FRONCZEK:

15 Q. Deed of Full Reconveyance?

16 A. And I never said that.

17 Q. Did the names of those two documents match
18 the names of the documents in your notary book?

19 A. No. My notary book states Warranty Deed
20 and Deed of Trust.

21 Q. Why does your notary book state Warranty
22 Deed and Deed of Trust?

23 A. Because those were the title of the
24 documents that were presented at the time of the
25 notarization.

1 Q. Who gave you the title of the documents?

2 A. I saw them.

3 Q. Are those the same documents as these ones
4 that you notarized later on that we have been
5 discussing?

6 A. Well, it appears that they are not,
7 because one says Quitclaim Deed and the other says
8 Deed of Full Reconveyance.

9 Q. Is it normal for there not to be separate
10 entries for each document?

11 A. If you are doing two documents or more
12 than one, you can put them on the same date.

13 Q. Should there have been an entry for the
14 two documents that you notarized later on?

15 A. No. What do you mean that I notarized
16 later on?

17 Q. I mean the ones that are exhibits?

18 A. No, we can put them in there. Yeah,
19 because they are on the same date.

20 Q. Is that what this line is referring to,
21 these two documents?

22 A. I put Warranty Deed/Deed of Trust.

23 Q. And that refers to the other two documents
24 that are attached as exhibits?

25 A. No. The documents that are attached as

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

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

6 A. Nope.

7 Q. -- other two?

8 A. Hum-um.

9 MR. FRONCZEK: Nothing further.

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

12 (Discussion held off the record.)

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

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

17 MR. DZIMINSKI: I don't need either.

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

20 MR. BAO: No, thanks.

21 (Whereupon, the deposition concluded at 4:38 p.m.)
22
23
24
25

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

4 IN WITNESS WHEREOF, I have set my hand in my
5 office in the County of Clark, State of Nevada, this
6 22nd day of October, 2019.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25



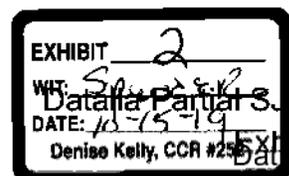
Denise R. Kelly
CCR #252, RPR

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2



Motion
Petitioner's Appendix
Page 26

Page	DATE NOTARIZED	TYPE OF NOTARIZATION	DATE OF DOCUMENT	TYPE OF DOCUMENT	PRINTED	SIGNATURE OF INDIVIDUAL	SIGNATURE
24							
1							
2							
3	4-5-19	Ack	4-6-19	Warranty (Buy) Deed of Trust	John J. Dattala		
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							

ADDRESS OF INDIVIDUAL	DETAILED IDENTIFICATION OF INDIVIDUAL	FINGERPRINT AND OTHER INFORMATION	NOTARY FEE
413 Ronald Jones LN, NY 8910	NV DUB 150182388 DOB 11/9/59 EXP 11/9/26	1 3 5 7 9 11 13 15 17	\$ 20

Dattala v. Bursey et al
Case # A-19-794335-C
Plaintiff's Document Disclosure
Page 234

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

EXP OPTICED AND OPTICED

18 \$ 0

Dattala Partial S.I. Motion

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3
~~Denise Kelly, CCR #252~~
Partial SJ Motion
DATE: 6-15-19 Exhibit 10
Denise Kelly, CCR #252
Petitioner's Appendix
Page 29

Inst #: 20190408-0002603

Fees: \$40.00

RPTT: \$377.40 Ex #:

04/08/2019 04:19:01 PM

Receipt #: 3578157

Requestor:

EUSTACHIUS BURSEY

Recorded By: MAYSM Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: TENAYA BRANCH

RECORDING COVER PAGE

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

APN# 140-31-817-043

(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 FOR NEVADA

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

Datalla Partial SJ Motion

Exhibit 10
Datalla Writ

Page 30
Petitioner's Appendix

Page 1044 of 1392

RECORDING REQUESTED BY:
EUSTACHIUS C BURSEY

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

(Above reserved for official use only)

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

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

Tax Parcel ID/APN # 140-31-817-043

QUIT CLAIM DEED FOR NEVADA

STATE OF NEVADA
COUNTY OF CLARK

THIS DEED is made this day of April 5, 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 dollar (\$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

Dattala Partial SJ Motion

Exhibit 10
Dattala Writ

Page 31
Petitioner's Appendix

Page 1045 of 1392

herein:

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

Legal Description: MEADOW HOMES UNIT # 1 PLAT BOOK 7 PAGE 5 LOT 28 BLOCK Z
~~2GE01D 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]

Signatures

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

Grantor (or authorized agent)

x/ *John Dattala*

Print Name: JOHN DATTALA

NOTARY ACKNOWLEDGMENT

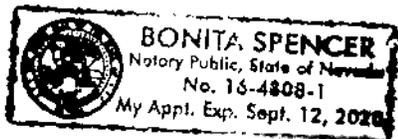
NEVADA
COUNTY OF CLARK

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



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 [Signature] Capacity: representative

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: JOHN DAITALA
 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: CANCY RUJAN
 Address: 1780 FESTIVAL PLAZA #300
 City: LAS VEGAS

Escrow # _____
 State: NV Zip: 89135

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

1 **DALE K. KLEVEN, ESQ.**
Nevada Bar No. 007778
2 **THOMAS FRONCZEK, ESQ.**
Nevada Bar No. 011380
3 **RELIEF LAWYERS, LLC.**
5550 Painted Mirage Rd., #320
4 Las Vegas, NV 89149
Telephone: (702) 589-7520
5 Fax: (702) 577-1075
dale@hrlnv.com
6 *Attorney for Defendant, Eustachius C. Bursey*

7
8
9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 JOHN DATTALA, an individual;) Case No.: A-19-794335-C
12)
13 Plaintiff,) Dept. No.: 14
14)
15 v.)
16)
17 EUSTACHIUS C. BURSEY and)
18 PRECISION ASSETS LLC, and ACRY)
DEVELOPMENT LLC and LILLIAN) **DEFENDANT, EUSTACHIUS C. BURSEY'S**
19 MEDINA and WFG NATIONAL TITLE) **RESPONSE TO PLAINTIFF'S FIRST SET**
20 INSURANCE COMPANY and BONITA) **OF REQUESTS FOR ADMISSIONS TO**
21 SPENCER and JOHN DOES 1 through 5) **EUSTACHIUS C. BURSEY**
22 through X,)
23 Defendants.)

24 COMES NOW Defendant, EUSTACHIUS C. BURSEY by and through his attorneys,
25 DALE K. KLEVEN, ESQ. and THOMAS FRONCZEK, ESQ. and hereby responds to Plaintiff's
26 First Set of Requests for Admissions as follows.

27 **GENERAL OBJECTIONS AND RESPONSE TO ALL REQUESTS FOR ADMISSIONS**

28 The responses herein are subject to all appropriate objections including, but not limited
to, objections concerning competency, relevancy, materiality, proprietary nature, and Case
Number: A-19-794335-C admissibility, which would require the exclusion of any statement
contained herein where it to be made by a witness, present and testifying in court. Also, such

1 objections and grounds are reserved and may be asserted at the time of trial or any other time
2 during the pendency of this action.

3 Responding Party has not yet completed its investigation of the facts, witnesses, or
4 documents relating to this action, has not completed discovery in this action, and has not
5 completed an analysis of the available data. Therefore, the following responses are given
6 without prejudice to Responding Party's right to produce, at the time of trial, or any time relevant
7 hereto, subsequently discovered evidence relating to the proof of presently known material facts,
8 and to produce all evidence whenever discovered relating to the proof of subsequently discovered
9 material facts.

10 The responses to these requests are given without prejudice to Responding Party's right to
11 produce facts, witnesses and documents omitted from these responses by oversight, inadvertence
12 and good faith error or mistake. Responding Party has furnished all information presently
13 available, which may include hearsay and other forms of evidence which are neither reliable nor
14 admissible, and which may not be based upon the personal knowledge of the Responding Party.

15 Responding Party hereby incorporates these, and every objection stated above, into each
16 and every response to these requests as though fully set forth therein. Without waiving these
17 objections, Responding Party provides the following responses:

18 **REQUEST NO. 1**

19 Admit you do not have the original document titled "Notice of Purchase" purportedly
20 dated April 1, 2019.

21 **RESPONSE TO REQUEST NO. 1:**

22 Admit that the original document(s) was last seen in a box at one of the properties and I
23 have been unable to find it.

24 **REQUEST NO. 2**

25 Admit you do not have the original document titled "Deed of Full Reconveyance"
26 purportedly dated April 5, 2019.

27

28

1 **RESPONSE TO REQUEST NO. 2:**

2 See Response to Request No. 1, above.

3 **REQUEST NO. 3**

4 Admit you do not have the original document titled "Quit Claim Deed for Nevada"
5 purportedly recorded April 8, 2019.

6 **RESPONSE TO REQUEST NO. 3:**

7 See Response to Request No. 1, above.

8 Dated this 21st day of January, 2020.

9
10 RELIEF LAWYERS, LLC

11 *Dale K. Kleven*

12 Dale K. Kleven, Esq.

13 Nevada Bar No. 007778

14 5550 Painted Mirage Road, Suite 320

15 Las Vegas, NV 89149

16 *Attorney for Defendant*

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

Dattala vs Bursey, et al.

Deposition of

AVI SEGAL

December 16, 2020



702.8Rocket (702.876.2538)
www.RocketReporters.com

1 going to object to the line of questioning. This was
2 noticed for Avi personally and not as a representative
3 of Precision. So I'll note that on this whole line of
4 questioning.

5 MR. BENEDICT: I join. John Benedict.

6 Q. (BY MR. CHILDS) So let's talk about Avi
7 Segal. What has Avi Segal dealt with? What kind of
8 real estate transactions has Avi Segal dealt with in
9 the last, say, ten years?

10 A. This question for me, what I did personally,
11 not under Precision Assets?

12 Q. Whatever you've done. What other companies
13 do you work for?

14 A. I only work for Precision Assets. I have
15 ownership in other companies.

16 Q. In other companies?

17 A. I'm sorry?

18 Q. What other companies?

19 A. Currently? With name? You want me to name
20 all the companies?

21 Q. How many do you have an ownership interest
22 in?

23 A. I have ownership interest in A & E Holdings,
24 in Precision Realty, in A & E Insurance, and MKFI
25 Precision.

1 Q. So how many real estate transactions have you
2 been involved in, in the last, say, three years? So
3 a year and a half before this purchase of the
4 Sacramento properties.

5 A. So less than three years under all entities?

6 Q. Yeah.

7 A. I don't have an exact number. I can
8 estimate.

9 Q. All right.

10 A. Around 600.

11 Q. Okay. So you're active. That's all you do;
12 right?

13 A. Business-wise, yes.

14 Q. Correct. Okay. So what communications do
15 you have with Equity Connect?

16 A. How many cases do I have with them?

17 Q. No. I'm sorry. I'm shifting gears. Now I'm
18 back to asking about these specific properties. So we
19 can go through them one by one or we can deal with them
20 as a group. It's up to you. What communications have
21 you had with Equity Connect about these two properties
22 on Sacramento?

23 A. I personally did not have any communication
24 with them. One of Precision Assets' employees had
25 communication with them. They sent a standard email

1 Q. And are those real estate companies?

2 A. Yes.

3 Q. How about any --

4 A. I'm sorry. I forgot to mention I have
5 ownership in Element as well.

6 Q. What is that company?

7 A. Title company.

8 Q. That's a title company?

9 A. Yes.

10 Q. How do you spell it?

11 A. E-l-e-m-e-n-t.

12 Q. Is that in Nevada?

13 A. It is.

14 Q. Okay. What is your association with Element?

15 A. I'm part owner.

16 Q. Are you an officer or director?

17 A. I'm an officer, yes.

18 Q. Okay. So you have knowledge of how title
19 companies work then, right?

20 A. I'm not an operator; I'm part owner. So
21 I'm not versed in the day to day, but I have some
22 knowledge.

23 Q. All right. You say you're an officer. What
24 officer are you?

25 A. I'm not sure.

1 with the offering of the properties.

2 Q. Okay. And then somebody from your company
3 responded to that?

4 A. Yes.

5 Q. Do you know when that was?

6 A. Can you repeat the question?

7 Q. Do you know when that was?

8 A. I don't know exact dates. I can give the
9 approximate time frame. I believe it was around March
10 and April of 2019.

11 Q. Have you seen that email?

12 A. The email that Equity Connect sent to us with
13 the offering?

14 Q. Yeah.

15 A. Yes.

16 Q. And just tell me what you know. How did it
17 proceed from there?

18 A. Our standard practice is to go to the
19 properties and inspect them.

20 Q. Did you follow the standard practice in this
21 case, or did your company follow the standard practice
22 in this case?

23 A. Yes.

24 MR. BENEDICT: Objection. Outside of the
25 scope of the notice of deposition related to the

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

May 18, 2021

Via Email

John Benedict, Esq.
Law Offices of John Benedict
2190 East Pebble Road, Suite 260
Las Vegas, Nevada 89123

Re: Dattala v. Bursey, et al.
Clark County District Court Case No. A-19-794335-C (the "Case")

Dear Mr. Benedict:

This will constitute my Initial Expert Witness Report ("Report") prepared in connection with my engagement to serve as an expert consultant and witness in the above-referenced litigation. This Report is offered on behalf of your client, Precision Assets ("Precision Assets" or "Precision"). I express here the opinions that I have formed concerning the title and escrow issues in this action, and more specifically, as framed in Defendant Precision Assets' Crossclaim against WFG National Title Insurance Company filed in the Case on November 5, 2020.

Reference herein to the "50 Sacramento Property Escrow" shall refer to WFG National Title Insurance Company's escrow file number 19-274856 between Eustachius C. Bursey ("Bursey") as Seller and Precision as Purchaser. Reference herein to the "59 Sacramento Property Escrow" shall refer to WFG National Title Insurance Company's escrow file number 19-282990 between Eustachius C. Bursey ("Bursey") as Seller and Precision as Purchaser.

In connection with the Defendant Precision Assets' Crossclaim against WFG National Title Insurance Company, you generally asked me to render an opinion regarding whether WFG National Title Insurance Company ("WFG") complied with standards and practices in the title and escrow industry in Nevada. As set forth herein, WFG failed to comply with industry standards and practice in multiple respects.

EXPERT QUALIFICATIONS

I am a title insurance and escrow executive/consultant with 40 years of experience with various title insurance and escrow companies in Nevada and California. Some highlights of my career directly relevant to this Case are:

1. I have been responsible for the oversight and preparation of escrow instructions and the closing of residential and commercial escrow transactions throughout my career.
2. I have been responsible for the preparation and review of Preliminary Title Reports, Guarantees and Title Policies throughout my career.

3. I have reviewed /audited title and escrow files as part of my underwriting duties.
4. I have had decades of experience in residential and commercial/non-residential title insurance and escrow practice, as listed in my Curriculum Vitae.
5. I am a Senior Certified Escrow Officer and member of the Nevada Escrow Association and American Escrow Association.
6. I am licensed as both a Resident Title Agent and Resident Escrow Officer by the State of Nevada.

I have been an expert witness regarding title insurance and escrow processes and practices in federal and state courts. Various federal and state courts have qualified me as an expert witness for title insurance and escrow processes and practices. (See Appendix A). I have taught and attended numerous title insurance and escrow seminars and conferences throughout my career.

TERMS OF MY ENGAGEMENT

I have been engaged to provide expert consulting services in this matter at my standard hourly rate for such services. That hourly rate is currently \$250 per hour for consulting, review and research and \$500 per hour for deposition and trial testimony.

OTHER CASES IN WHICH THE WITNESS TESTIFIED AS AN EXPERT AT TRIAL OR BY DEPOSITION WITHIN THE PROCEEDING FOUR YEARS

See Exhibits to Appendix A.

MATERIALS CONSIDERED

I received and have considered several papers and court documents as listed in Appendix B. From this examination, my experience, standard practices in the industry, and my understanding of applicable Nevada law, I have developed my initial opinions as to the actions of and the relationships between the Plaintiff(s) and Defendant(s) (collectively hereinafter referred to as the "parties").

Additions, refinements, enhancements, and/or further support for these opinions and other opinions may be discerned upon reviewing any future rebuttal expert reports or further discovery and document review.

I also had some brief conversations with John Benedict, Esq., regarding additional background and flavor of the Case. I also note that I did not see any WFG policies or procedures, inter-agency alerts, underwriting bulletins, escrow tech memorandum, or any indication of team meetings or other events that may have further governed WFG's escrow and/or title practice and procedures. I have been informed that such documents will be requested from WFG, and which may impact my opinion herein, especially if WFG

did not have what would be reasonable and customary policies and procedures, if the escrow agents had not received expected training or supervision, or even if WFG did have policies and procedures in place if the escrow agent then did not follow such guidance.

BASIS OF OPINIONS

My opinions are based upon:

- ❖ Applicable title insurance and escrow industry standards and practices in the State of Nevada;
- ❖ My review of the materials and information noted above;
- ❖ My 40 plus years of business/title insurance/escrow experience;
- ❖ My understanding of applicable Nevada law.

STATEMENT OF RELEVANT FACTS

Based on my review of the materials considered as identified above, my general understanding of the relevant facts therefrom are as follows:

1. This Case generally arises, in relevant part to my engagement, from the purchase and sale transactions for the residential properties located at 50 Sacramento Drive, Las Vegas, Nevada 89110 (the "50 Sacramento Property") and 59 Sacramento Drive, Las Vegas, Nevada 89110 (the "59 Sacramento Property").

2. Precision purchased the 50 Sacramento Property on April 15, 2019, from Bursey pursuant to a Grant, Bargain, Sale Deed for the purchase price of \$95,000.

3. WFG was aware that Bursey was purchasing the 50 Sacramento Property from John Dattala ("Dattala"). The preliminary title report and public records confirmed that Bursey completed that purchase from Dattala on April 8, 2019.

4. At the time of the purchase of the 50 Sacramento Property, Precision alleges that it was not on notice and was unaware of any competing claims to title or possession of that property.

5. Precision completed the 50 Sacramento Property purchase by hiring WFG as a third-party escrow company, which assigned the transaction Escrow Number 19-274856. Escrow appears to have been opened, and/or the Escrow Instructions were signed on April 12, 2019, and escrow closed on April 15, 2019. Jenine Santos was the Escrow Officer.

6. Precision also procured title insurance coverage on 50 Sacramento Property through WFG.

7. As part of its escrow file, underwriting, and for its title insurance, WFG obtained an Affidavit of Grantor from Dattala, which was notarized by its notary public, Kim Muhammad, on April 7, 2019. In it, Dattala purportedly confirmed the April 8, 2019, deed for the sale of the 50 Sacramento Property by Dattala to Bursey.

8. Precision purchased the 59 Sacramento Property on May 2, 2019, from Bursey pursuant to a Grant, Bargain, Sale Deed, for the purchase price of \$130,000.

9. WFG was aware that Bursey was purchasing the 59 Sacramento Property from John Dattala. WFG's preliminary title report and public records confirmed that Bursey completed that purchase from Dattala on April 22, 2019.

10. At the time of the purchase of the 59 Sacramento Property, Precision alleges it was not on notice and was unaware of any competing claims to title or possession of that property.

11. Precision completed the 59 Sacramento Property purchase by hiring WFG as a third-party escrow company, which assigned this transaction Escrow Number 19-282990. Escrow appears to have been opened, and/or the Escrow Instructions were signed on April 29, 2019, and April 30, 2019, respectively, and escrow closed on May 2, 2019. Jenine Santos was the Escrow Officer.

12. Precision also procured title insurance coverage on 59 Sacramento Property through WFG.

13. As part of its escrow file, underwriting, and for its title insurance, WFG obtained an Affidavit of Grantor from Dattala, which WFG represented as having been notarized by notary public Lillian Medina on April 29, 2019. In it, Dattala purportedly confirmed the April 22, 2019 deed for the sale of the 59 Sacramento Property by Dattala to Bursey.

14. On May 7, 2019, Dattala commenced this action with the filing of a Complaint and immediately filed a Lis Pendens against both Properties. Dattala generally alleges in his most recently filed Second Amended Complaint that Bursey defrauded him as to the 50 Sacramento Property and 59 Sacramento Property, that the sales to Precision by Bursey should be unwound with title being quieted in favor of Dattala, that WFG was negligent in its handling of the 50 Sacramento Property Escrow and 59 Sacramento Property Escrow, and that Lillian Medina conspired with Bursey.

15. During discovery in the lawsuit and in part after obtaining both escrow files, Precision discovered that WFG committed various acts and omissions in the handling of its third-party title and escrow services provided for the 50 Sacramento Property and 59 Sacramento Property, all of which are more fully described in Defendant Precision Assets' Crossclaim against WFG National Title Insurance Company and which are also addressed below in the Reasons for Opinions section.

GENERAL OPINIONS

1. WFG's role in the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow included escrow and title services.

2. WFG's role in the 59 Sacramento Property Escrow included both escrow and title services.

3. In both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow, WFG was obligated to follow the Escrow Instructions or obtain clarification of those instructions if it believed that such instructions were ambiguous in any way. For example, if there was ambiguity surrounding the underlying purported sales from Dattala to Bursey very close in time to Bursey selling 50 & 59 Sacramento, WFG had a duty to ask for clarifications, and if it was not comfortable that things were as they should be, or that there was possible fraud, to resign as escrow agent or at a minimum to share the issues by disclosing them to Precision.

4. WFG was further obligated to disclose and to seek further instructions from the Parties once it discovered red flags and improprieties that amount to fraud ["An escrow agent may not close its eyes in the face of known facts and console itself with the thought that no one has yet confessed fraud. Although not required to investigate, when the agent is aware of facts and circumstances that a reasonable escrow agent would perceive as evidence of fraud, then there is a duty to disclose.] The *Marks Properties* holding applies to WFG for both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow.

5. WFG's conduct in both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow constituted conduct below the standard of care for an escrow and title agent in Clark County, Nevada. By not protecting the integrity of the transaction, by not relaying known facts, by not following proper protocols and procedures, WFG's acts and omissions caused it to breach its obligations under the escrow instructions under which it agreed to perform escrow and title services, and deprived Precision the benefit of the bargain of closing both properties with valid title and without exposure from Dattala that he was cheated out of his two properties by Bursey and that Bursey's bad acts could preclude Precision from being a bona fide purchaser for value.

6. WFG's conduct in both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow fell below the standards and practices in Nevada's title and escrow industry.

7. WFG's conduct in failing to alert Precision of indications of fraud and/or material issues in both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow fell below the standards and practices in the title and escrow industry in Nevada.

//

REASON FOR OPINIONS

General Overview and Definitions

Escrow is defined in NRS 645A.010(3) as follows:

“Escrow” means any transaction wherein one person for the purpose of effecting the sale, transfer, encumbering, or leasing of real or personal property to another person, delivers any written instrument, money, evidence of title to real or personal property, or other thing of value to a third person until the happening of a specified event or the performance of a prescribed condition, when it is then to be delivered by such third person to a grantee, grantor, promisee, promisor, obligee, obligor, bailee, bailor or any agent or employee of any of the latter. The term includes the collection of payments and the performance of related services by a third person in connection with a loan secured by a lien on real property.

Additionally, NAC 645A.220 also sets forth the general and miscellaneous standard of practice for escrow agencies and agents, with the ones notable here being:

1. Each escrow agent and agency shall conduct the business of the escrow agency openly, fairly and honestly, and shall at all times conform to the accepted business ethics and practices of the escrow agency business.

2. Each escrow agent and agency shall act without partiality to any of the parties to an escrow transaction.

...

9. An escrow agency shall not accept any change to escrow instructions, or to amended or supplemental escrow instructions, unless the change is signed or initialed by all persons who signed or initialed the escrow instructions before the change was presented.

...

11. An escrow agency shall use documents, money or other property deposited in escrow only in accordance with the written escrow instructions of the principals to the escrow or, if not otherwise directed by written or electronically executed instructions, in accordance with sound escrow practice, or pursuant to an order of a court of competent jurisdiction.

12. An escrow agency shall not record or deliver for recording any instrument which purports to transfer a person's title to or interest in real property without first obtaining that person's written consent to the recording or delivery.

//

//

Also applicable to this opinion is the basic elements and definition of negligence under Nevada law:

1) Defendant owed a duty of care to plaintiff; 2) Defendant breached that duty; 3) the breach was the legal cause of plaintiff's injuries; and 4) Plaintiff suffered damages. *Scialabba v. Brandise Construction Co.*, 112 Nev. 965, 921 P.2d 928 (1996). In an issue of professional negligence, a defendant has the duty to use such skill, prudence and diligence as other members of the profession commonly possess and exercise. *Morgano v Smith*, 110 Nev. 1025, 879 P.2d 735 (1994).

Finally, specifically regarding an escrow agent's duty of investigation and duty of disclosure, the Nevada Supreme Court held in *Mark Properties, Inc. v. National Title Co.*, 14 P.3d 507 (2000):

We agree with Mark Properties that an escrow agent has a limited duty to disclose facts concerning actual fraud of which the agent is actually aware. Although we conclude that the escrow agent has such a duty, we hold that an escrow agent has no duty to investigate circumstances surrounding a particular sale in order to discover fraud.

Generally, the escrow instructions control the parties' rights and define the escrow agent's duties. See *Broussard v. Hill*, 100 Nev. 325, 682 P.2d 1376 (1984). Other jurisdictions have, however, recognized an exception to this general rule, holding that an escrow agent has a duty to disclose known fraud to the parties with whom it has an escrow relationship. See *Burkons v. Ticor Title Ins. Co. of California*, 168 Ariz. 345, 813 P.2d 710, 716-18 (1991); *American State Bank v. Adkins*, 458 N.W.2d 807, 810 (S.D. 1990). The *Burkons* court explained the rationale for implying a duty to disclose:

[An escrow agent may not] close its eyes in the face of known facts and console itself with the thought that no one has yet confessed fraud. Although not required to investigate, when the agent is aware of facts and circumstances that a reasonable escrow agent would perceive "as evidence of fraud," then there is a duty to disclose.

Burkons, 813 P.2d at 718. The *Burkons* rationale persuades us. We cannot condone an escrow agent's silence when the agent is aware of facts indicating that fraud is being perpetrated on a party with whom the agent has an escrow relationship.

//
//

50 Sacramento Property Escrow

In applying such standards here and reasonable and customary escrow practices in Clark County, Nevada, WFG failed to satisfy such standards, and its conduct fell below such applicable standards of care. Review of the 50 Sacramento Property Escrow file reflects that the escrow was opened and closed within two weeks. While that itself is not prohibited, the fact that the escrow was necessarily conditioned on the immediately prior recorded uninsured Quitclaim Deed from Bursey to Dattala being recorded as the basis for Bursey's claimed title as the seller in the transaction with Precision should have alerted WFG to potential title issues in its contractual, statutory, and common law duties owed to Precision as the buyer. More specific reasons for my opinions reached herein are as follows.

1. Section 1 of WFG's escrow instructions executed by the Seller and Buyer states: "*Seller and Buyer have entered into that certain Residential Purchase Agreement and Joint Escrow Instructions dated, together with any amendments/supplements thereto (collectively "Agreement"), a copy of which is attached hereto as Exhibit "A". . . .* I did not find any agreement attached to the parties' signed escrow instructions. The purchase agreement that I found in WFG's escrow file is entitled: *Purchase Contract for the Sale and Purchase of Real Property*". I can only assume the purchase agreement that was intended to be referenced in WFG's escrow instruction was the "*Purchase Contract for the Sale and Purchase of Real Property*". The escrow industry standard of practice and care is to utilize complete escrow instruction with all exhibits attached so that all parties to the escrow know exactly the duties and obligations of the Escrow Holder in carrying out the terms and conditions the escrow.

2. While it is unclear as of the submission of this report whether WFG maintains a policy of always obtaining an Affidavit of Grantor from a prior seller, WFG did so here with its own form. Jenine Santos email of April 6, 2019, at WFG 368-369, wherein a blank form of Affidavit of Grantor was emailed to "wjb03014" included the following instruction: "I have attached the form that needs to signed by John Dattala. Nothing on the forms needs to be completed". This statement is followed by "You may email it back to me once it's signed and notarized. Along with a copy of the deed and deed of reconveyance that you record." The escrow industry standard of practice and care is to not send out blank documents to be signed and notarized without having the pertinent information/blanks completed or have the form completed by the signer before signing and being notarized. If done in the manner evidenced by Ms. Santos's email, it is an invitation to commit fraud.

3. Additionally, the escrow industry standard of care is for the escrow officer/title company to verify uninsured deed and reconveyance under their complete control and not to have the benefited party be the conduit for obtaining the validity of uninsured documents. It violates industry standards to have the Grantee take possession of the signed documents. That is bad enough, but it is inexcusable for the escrow officer to know there is an uninsured deed almost immediately before the sale from that Grantee is set to close and facilitate the Grantee (who should not even possess such a deed)

actually be the one that records it. ("Along with a copy of the deed and deed of reconveyance that you record"). The same is equally true of the Reconveyance, which was also required to clear title before Bursey and not Dattala could be the Seller in the transaction to Precision as the original buyer's assignee. It was inexcusable and violated the standards of practice of an escrow officer for Ms. Santos to facilitate Mr. Bursey recording the Quitclaim Deed and Reconveyance by not utilizing a Third-Party Document Delivery Instruction a sample of which is attached hereto as Schedule One.

4. Thus, WFG's Affidavit of Grantor used to verify the authenticity of a recorded uninsured deed to be provided to Bursey, the Grantee and benefited only him as the party named in the uninsured deed. It was improper and below the standard of care for Ms. Santos to utilize Mr. Bursey, the Grantee, to obtain a verification from the Grantor, John Dattala that he did actually sign and deliver the uninsured deed to the Grantee. The escrow industry standard of practice and care is to deal directly with the Grantor when escrowing and insuring a transaction based on the validity and enforceability of the uninsured deed. It is not an industry standard to have the benefited party or their representative be the one who obtains the affidavit, or for that matter to play any role in filling it out. If the escrow agent does not have direct contact with the Grantor, they cannot determine if the Grantor's acts were known, understood, and voluntarily agreed to by the Grantor.

5. Beyond the problems with the WFG's Affidavit of Grantor addressed above, the Affidavit of Grantor was dated and acknowledged on April 7, 2019, purporting to validate the Quitclaim Deed that was not yet recorded and was only recorded the day after on April 8, 2019. See PRECISION 0001. This alone should have alerted WFG to potential fraud. Further, WFG should have been alerted to this issue and potential fraud based on the Affidavit of Grantor referencing in Section 2 therein that the Quitclaim Deed was attached to the Affidavit, yet no Quitclaim Deed was attached.

6. There also does not appear to be any direct contact information for Dattala provided to the escrow agent. Any escrow transaction where contact information for the Grantor of an uninsured deed is not provided is a red flag that the Grantor may not be fully aware of what actions their signature may be used for or may not be aware of a subsequent sale by the Grantee, as happened here with Mr. Bursey. This results in the escrow agent having no means of contacting the Grantor and confirming that the Grantor knew exactly what had been signed and the effect on their ownership of the property.

7. It was simply not proper for WFG to ignore that when Bursey opened escrow to sell both properties, he did not even hold title to them. The first run preliminary title report shows Dattala as owner for both 50 & 59 Sacramento. So, when WFG first had contact from Bursey, it knew that a transfer had to first be made from Dattala to Bursey before the sale could be consummated. Taking charge of that transfer is a direct responsibility of WFG, because the escrow officer knew it would be WFG that would insure over the transfer from Dattala to Bursey. So not only to protect itself as title insurer, but also the innocent purchaser Precision which was relying on WFG to ensure that all transfers were legitimate in the chain of title, WFG should not have ignored the transfer

from Dattala to Bursey, but rather should have taken charge of it. WFG should have met with Dattala and confirmed that he understood what he was doing, that there was no fraud, or duress (with additional red flags of that being the liens for sewer charges non-payment and from the municipality for not keeping the property up), and that he was satisfied with the consideration Bursey was paying him for the two properties (another red flag being that Bursey was almost immediately selling the properties for more than he was paying Dattala for them, and that the assignor in turn had marked them up further to sell them to Precision). Failure of the escrow officer, or a vetted notary service retained by the escrow officer, to assist in a signing, which signing includes a standard procedure wherein a series of questions are asked of the Grantor (Dattala) making it foreseeable to the escrow and title company that the Grantor cannot make the exact claims that Dattala has made in the Case – fraud, forgery and duress.

8. Following up on the preceding paragraph, a prudent escrow officer following industry standard, rather than ignoring that there was an almost contemporaneous transfer of the Property, or having the Grantee who stood to benefit financially from that transfer handle obtaining and recording the transfer and the Reconveyance, the proper standard would have been to use Third-Party Document Delivery Instruction a sample of which is attached hereto as Schedule One. In other words, when an escrow officer knows there is a transfer of the Property as a condition to the transaction it has in escrow, it should not even use an Affidavit of Grantor, but instead use the Third-Party Document Delivery Instruction a sample of which is attached hereto as Schedule One for the reasons stated above. The Affidavit of Grantor is standard procedure for when there is an uninsured deed that is not almost contemporaneously recorded in the chain of title, for example, one that is a year or two old, and the escrow officer simply wants to validate that transaction and signatures. That was not the case with Dattala and Bursey.

9. There were also issues on the Preliminary Title Report, which WFG either ignored and/or mishandled. See PRECISION 0016 – 21. First, Dattala was still listed as the owner of record when the Preliminary Title Report was generated, which is a red flag because Bursey was the “Seller” in this escrow. Further, exception 10 references an exception as to “The rights of Eustachius Cornelius Bursey, in and to the within property, as disclosed by Deed of Trust, recorded on August 2, 2018, in Book 20180802-Instrument 002960, of Official Records.” Yet, WFG never formally confirmed the handling of such exception, including as set forth above failing to confirm the referenced Deed of Trust was properly reconveyed and that Dattala was no longer claiming any ownership interest or security interest for that matter, in the 50 Sacramento Property. Finally, and most concerning, page 6 of the Preliminary Title Report states “None of Record” as to any instrument conveying the subject property filed for record within 24 months of the effective date of this commitment.” However, that was not true, as Dattala was reflected as the owner on the Preliminary Title Report. Bursey had only purportedly obtained title on the same day of that report on April 8, 2019, 4:00 p.m.

//
//

10. WFG prepared an additional Preliminary Report on April 11, 2019. Bursey was then listed as having title, which is consistent with the Quitclaim Deed recorded on April 8, 2019. Somehow, exceptions 9 through 12, all of which were on the Preliminary Report just three days before, are reflected as "INTENTIONALLY DELETED," but there is little to no indication of how such conclusions were reached or any solid evidence that such exceptions were satisfied. Further, Exception 13 requires evidence about HCO Residential LLC, but WFG already knew that HCO Residential LLC had assigned its rights as the Buyer to Precision, as confirmed by the first Preliminary Report prepared on April 8, 2019, listing Precision Assets as the Buyer. Finally, as before, just three days later and there being no dispute that Bursey had obtained purported title through the recording of the Quitclaim Deed on April 8, 2019, page 5 of the Preliminary Title Report again states "None of Record" as to any instrument conveying the subject property filed for record within 24 months of the effective date of this commitment." Again, that was not true, as Bursey had purportedly obtained title on April 8, 2019, at 4:00 p.m. via a recorded Quit Claim Deed.

11. Further, WFG possessed the Deed of Full Reconveyance, purportedly releasing Dattala's Deed of Trust previously granted to Bursey. The fact that WFG knew of all of that being done within one week and especially being able to see that everything, including recording, was done by Bursey himself without any escrow or title company or an attorney, and the Quitclaim Deed being uninsured, without any title insurance is a red flag. It is highly unusual for real property transactions that involve tens of thousands of dollars to not be facilitated by a neutral third party. In Nevada, an escrow/title company is routinely retained to act as the depository of documents and funds to be exchanged once the conditions of the parties' purchase agreement have been satisfied. The escrow industry standard of practice and care is to directly contact and coordinate obtaining of the facts and documents that establish the Grantor of the uninsured deed had a full understanding that the Grantor's title had passed to another person and the Grantee had ownership or occupancy of what had been their property. These facts should have further alerted WFG to what was at a minimum potential fraud and certainly enough to require WFG to alert Precision of the fraud and to seek further instructions.

12. Considering the fact that 95%+ of sale escrow transactions take 30 days or more to complete, a very short time period from the opening and closing of an escrow is another red flag. Any escrow transaction that is opened and closed in two weeks as was done in the 50 Sacramento Property Escrow raises a red flag for two primary reasons: (a) when adequate time is not given to the Escrow Agent to properly review, research, and structure a transaction, which includes the ability to verify an uninsured deed, the risk factor is raised to an unacceptable level that a claim may be filed and may result in related litigation; and (b) there is not sufficient time for the parties to the transaction (principal(s), Escrow Agent or Title Insurer) to analyze or review key facts, such as a recently recorded uninsured deed, as well as the recent Reconveyance. There is no time for the Escrow Agent to perform adequate due diligence.

//
//

13. Further, WFG possessed the Deed of Full Reconveyance recorded on April 8, 2019, purportedly releasing Dattala's Deed of Trust previously executed by Bursey. That Deed of Full Reconveyance does not appear to have been verified by WFG as a legitimate and enforceable document. The title and escrow industry standard of practice and care is to not rely upon a reconveyance that a title company did not record as part of an escrow the title company handled and/or was recorded in conjunction with a recent loan closing wherein loan funds would be used to pay off an existing loan. When a recent sale or loan is not involved, the reconveyance document must be verified using the same process to verify the validity of a recently recorded uninsured deed. I could not find any form of reconveyance verification in the escrow file provided by WFG. Likewise, the fact that WFG knew of all of that being done within one week and especially being able to see that it was done by Bursey himself without any escrow and the Quitclaim Deed being uninsured, without any title insurance should have further alerted WFG to at least potential fraud and enough to alert Precision of the same in seeking further instructions from it. As stated above, and for the same reasons, WFG should have used the Third-Party Document Delivery Instruction a sample of which is attached hereto as Schedule One. And if after communicating with Dattala about the almost simultaneous transfer from him to Bursey, at a minimum WFG should have disclosed these issues to Precision, in writing, and if WFG was not satisfied that there was no fraud, duress, forgery or remained concerned that Dattala did not understand what he was doing, WFG should have resigned as escrow agent, and should not have underwritten title.

14. One additional issue in WFG's handling of its escrow and title duties regarding the 50 Sacramento Property is the title vesting at closing. The Vesting Information Form executed on behalf of Precision indicates that title at closing should be vested as "Precision Assets, a Nevada Corporation." However, WFG disregarded these written instructions and vested title to the 50 Sacramento Property in "Precision Assets, LLC." My understanding is that this caused a great deal of additional motion practice and cost to Precision in the Case, including Dattala then suing Precision Assets, LLC, a non-existent entity in Nevada, Precision's owner, and President Avi Segal being individually named in the Case as a defendant, and ultimately resulted in the Court ordering that such vesting of title be corrected. Precision was also forced to respond to a Nevada Secretary of State complaint that alleged it did business illegally under an unlicensed entity stemming from WFG's failure to record the 50 Sacramento Deed in the correct name of Precision Assets, a Nevada corporation.

59 Sacramento Property Escrow

Other than there is no improper vesting of the title on 59 Sacramento, most of everything else above for my analysis, reasoning, and conclusions for 50 Sacramento applies to WFG's mishandling of the 59 Sacramento Property Escrow. Even more, most of the red flags noted above that are also present in the 59 Sacramento Property Escrow should have been more glaring to WFG, as the same escrow office and escrow officer, Jenine Santos, had just closed the 50 Sacramento Property Escrow, so she would have been seeing those same red flags a second time, a matter of only days later, and knowing

that it was again Bursey making a sale of a property that he had just purportedly obtained from Dattala.

To reiterate the same red flags, (1) there was not any Residential Purchase Agreement attached to the Escrow Instructions; (2) this 59 Sacramento Property Escrow was again very short, with the escrow file indicating escrow was opened on April 22, 2019 (the same day Bursey obtained title through the recording of the Quitclaim Deed) and then closed on May 2, 2019; (3) the same Affidavit of Grantor process was utilized, but WFG again did not require Dattala to come in to sign (which can generally avoid these sorts of issues in relying on an absentee person) and instead used Lilian Medina, an outside notary who I am informed WFG's attorney acknowledged in this Case failed in her notary duties and who failed to follow applicable standards, including as to failing to have Dattala sign her notary book before having him sign an operative document; (4) there again does not appear to be any direct contact information for Dattala anywhere in the file; (5) the sewer account was still in Dattala's name (see PRECISION 0304); and (6) there again was neither any escrow or title insurance on the purported Dattala to Bursey transfer, nor was there any indication such transaction was handled through an escrow or title company, or attorney.

Beyond those issues, the 59 Sacramento Property also had a separate red flag regarding a purported lease and a paid tenant relocation fee. Specifically, beginning at PRECISION0362, there is a Tenant's Estoppel Certificate referencing a lease date of April 29, 2019, with Bursey as the Landlord (despite having only gained title on April 22, 2019), such lease beginning May 1, 2019, indicated as being month to month at \$800 monthly rent, no security deposit, and with the Tenant's Estoppel Certificate being signed by the purported tenant on April 30, 2019, before the lease had even commenced, at least according to what is reflected in that document. Further, WFG had in its file the Addendum to Real Estate Purchase and Sale Agreement in which Bursey stated he did not know if a security deposit was deposited by the tenant, which would align with Bursey having just completed his own "purchase" from Dattala and indicative of fraud in him not knowing the terms of the lease that the 59 Sacramento Property that he just purchased was subject and him now liable. Perhaps most alarming regarding this purported lease situation, WFG also issued a \$15,000.00 check on May 3, 2019, as to what it described as a "Tenant Relocation Fee to Jennifer Waggoner," despite the lease commencing only two days before, such lease being month to month, and the rent only \$800, let alone a total sales price of the 59 Sacramento Property only being \$130,000.00, and the "relocation fee" being \$15,000 under such circumstances, more than ten percent (10%) of the sales price. This is a glaring red flag for potential fraud, yet there is no indication WFG sought additional instructions regarding such arrangement and payment.

The red flags hereinabove noted are not new or unique based on my personal experience and further demonstrated in the Investors Title article entitled "Real Estate Fraud Red Flags Desktop Reference" attached hereto as Schedule TWO. Of particular note pertaining to both properties are listed numbers 4, 8, 10, 12, 13, 15, 18, 19 and 29.

CONCLUSION

As set forth above in detail, WFG's conduct in both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow constituted a breach of its obligations pursuant to the escrow instructions it agreed to in agreeing to perform escrow and title services and fell below the standards and practices in the title and escrow industry in Nevada, and WFG's conduct in failing to alert Precision of indications of fraud and/or material issues in both the 50 Sacramento Property Escrow and the 59 Sacramento Property Escrow fell below the standards and practices in the title and escrow industry in Nevada. The basis and reasons for the above-expressed opinions are based on (1) my review of the documents and information provided to me, including what appear to be the full escrow files for the two subject transactions; (2) my experience in the escrow and title industries; and (3) the controlling legal standards and custom and practice in the escrow and title industries. I look forward to the opportunity to expand on and explain the opinions set forth above in any supplements, as warranted, discussions, depositions, and/or trial testimony. Thank you.

Sincerely,



Ronald O. Bloecker

Attachments

APPENDIX “A”
TO
REPORT OF RONALD O. BLOECKER

APPENDIX “A”
TO
REPORT OF RONALD O. BLOECKER

Ronald O. Bloecker

Expert Witness Cases

Roberts vs Brierley

Washoe County District Court Case No. CV-09-0323

Attorney: Downey Brand, LLP, Michelle Kazmar,

Synopsis: Enforceability of Deed of Trust, Escrow/Demands/Payoffs (OL-D)

Davis vs Bell, et. al.

Washoe County District Court Case No. CV-10-00426

Attorney: Downey Brand, LLP, Michelle Kazmar,

Synopsis: Enforceability of Deed of Trust, Escrow/Demands/Payoffs (OL-D)

Arnaout vs. Nevada Title Company.

Clark County District Court Case No. A-09605440-C

Attorney: Greenberg Traurig, LLP. Leslie Godfrey

Synopsis: Policy Coverage, Standard of Practice-Report / Policy Preparation, Claims Process
(OL-P)

Shapiro vs. Stewart Title

US District Court Case No. 2.09-cv-01369-HKM-RJJ

Attorney: Santoro, Driggs, Walch. Oliver Pancheri

Synopsis: Escrow Duties, Standard of Care, Policy/Endorsement Coverage (OL-P)

Horner vs. Semenza

Clark County District Court Case No. A589054

Attorney: Wilson, Elser, Moskowitz, Edelman & Dicker LLP, Hilary Mulkeroy

Synopsis: Escrow Duties, Standard of Care (OL, D-D)

Lindsey vs. American United Title & Escrow, a NV Corp.

US District Court, So. District Case No. 2.09-CV-00459-JCM-GWF

Attorney: Greenberg Traurig, LLP. Leslie Godfrey

Synopsis: Escrow Duties, Standard of Care (P)

Everbank, a Federal Saving Assoc. vs. National Title Company, et al

US District Court, So. District Case No. 2-09-CV-01080

Attorney: Alverson, Taylor, Mortensen & Sanders. Jordon Butler

Synopsis: Escrow duties, Standard of Care, No evidence of fraud (OL-D)

Hidden Valley Glendale, LLC vs. Hidden Valley Ranch, LLC, et al

Clark County District Court Case No. A582050

Attorney: Santoro, Driggs. Gregory Walch

Synopsis: Water Rights, Deed of Trust encumbrance, validity and enforceability (OL-P)

Metropolis Homeowner's Association vs. Shulman

Clark County District Court Case No. A578184

Attorney: Marquis & Aurbach: Avece M. Higbee

Synopsis: Extent of Condominium / Common Elements Ownership, Declarant Right of First Refusal

Dattala v. Bursey

Page 16 of 28

Dattala Witt

Petitioner's Appendix

Page 1074 of 1392

State of Nevada (NDOT vs. Secrist
Clark County District Court Case No. A527582
Attorney: Santoro, Driggs. Charles Titus, Gregory Walch
Synopsis: Priority and extent of NDOT Right of Way (OL-P)
Victorson & Associates, Inc. vs. Chicago Title Agency of Nevada, et. al.
Clark County District Court Case No. A458796
Attorney: Ronald L. Warren
Synopsis: Escrow Duties, Sale Escrow (OL-D)

Corley vs. Vestin Mortgage Inc., et al
Clark County District Court Case No. A484820
Attorney: James Shapiro
Synopsis: Escrow Duties, Loan Escrow (OL-D).

Harrison Properties vs. Potter
Clark County District Court Case No. A507476
Attorney: Jeffery Steele
Synopsis: Escrow process, Sale of Leased Property (OL,T-P)

NSPCA vs. Fidelity National Title, et al.
Clark County District Court Case No. A469521
Attorney: Doug Gerrard
Synopsis: Title and Escrow Industry Hiring and Training Standards (D-D)

Fremont Investment & Loan vs. Beckley Singleton, CHTD
Clark County District Court Case No. CV-S-03-1406-JCM-FJJ
Attorney: Susan Davis
Synopsis: Escrow Holder duties and fiduciary responsibility (OL, D-P)

Bermuda/Warmsprings vs. Nevada Title
Clark County District Court Case No. 443209
Attorney: Sean Anderson
Synopsis: Marketability, Escrow & Title Practice (D-P)

Mark Properties vs. National Title
Clark County District Court Case No. A371261
Attorney: Robert Vohl
Synopsis: Escrow Duties, Fraud (-D)

American West Homes vs. National Title
Clark County District Court Case No. A434072
Attorney: Tina Walls
Synopsis: Escrow/Title Practice re. Water Rights(-P)

Arvis Forrest vs. Fidelity National Title
Clark County District Court Case No. A436366
Attorney: Doug Gerrard
Synopsis: Escrow Practice, Fraud (D-D)

Thompson vs. Scott
Clark County District Court Case No. A394341
Attorney: Noah Allison
Synopsis: Validity of Tax Sale Proceeding (D, T-D)
Executive Management vs. TICOR
Clark County District Court Case No. A292928
Attorney: Doug Gerrard
Synopsis: Standard Practice by Title Insurer and Escrow Holder (D-D)

Allabashi vs. Old Republic, National Title
Clark County District Court Case No. A387998
Attorney: Patrick Sheehan
Synopsis: Interpretation of coverage under title policy (-D)

Goodrich vs. ATI Title
Clark County District Court Case No. A391856
Attorney: *Michael E. Kulwin*
Synopsis: Escrow Holders liability in regards to failure follow written instructions of the principals. (D-P)

U.S. Department of Justice vs. Harley Harmon
Federal District Court Case CR-S-01-013-PMP (PAL)
Attorney: U.S. Attorney, Daniel Bogden
Synopsis: Title Insurance, Deeds of Trusts and other liens on real property. (T-P)

Edwards et al vs. Markem Escrows et al
Clark County District Court Case No A372811
Attorney: Paul M. Gauder
Synopsis: Determination of extent of Escrow Agents duties in processing hard money loan transactions.
(D-D)

Richard Holding Company vs. James Fox
Santa Barbara Superior Court Case No. SM 49987
Attorney: John Dorwin
Synopsis: Determination of Access Rights, Scope and Validity of recorded easement, Slander of Title. (T-P)

Estate of J. L. Wyers
Santa Barbara Superior Court – Probate Case No. 20875
Attorney: John Gherini
Synopsis: Probate Case that started in 1930 but was never closed until 1990. Based on my research of the chains of title of the estate's property, Probate Law, Community Property Law, and Title practice in the 1920's, I testified as to the interest of the spouses in said property.
(T-D)

Johnson vs. Islay Investments
Santa Barbara Superior Court Case No. 182030
Attorney: Betty Jeppesen and Antonio Romasonta
Synopsis: Researched and analyzed effect and validity of an alleged implied easement, constructive notice, and effect of foreclosure.

Marlin vs. Marlin, Continental/Lawyers Title Ins. Co.
Los Angeles Superior Court Case No. WEC 125425
Attorney: Ed Medvine-Mitchell, Silberberg & Knupp

Synopsis: Deed validity, Implied/ Constructive Trust, Title company practice and underwriting procedure, Title company third party liability. (D-P)

Consulting

Nevada

Client: Dave Mason Realty

Issue: State of Washington, Ownership, Transfer of Real Property Interest

Client: State Farm Insurance Company

Issue: Ownership and Maintenance of Common Area

Attorney: James Ordowski, Esquire

Issues: Chains of Title, Ownership of Loans and property

Client: Stadium Village, LLC

Issue: Forensic analysis of Chain of Title to determine project status and potential areas of fraud and misrepresentation by Manager contrary to members' interest.

Client: A-1 Flooring Services, Inc.

Issue: Review terms of Purchase Agreement, Deed of Trust and Note and compare to industry standards for similar transactions.

Attorney: C. Sheppard, Atty, formerly with Pedersen-Walker & Kendrick

Issue: Coverage afforded under Title Policy, affect of after acquired title principal, Title practice and procedure, interpretation of Policy Schedules & exceptions.

Attorney: T. Genring-Richman, Larence, Mann & Greene formerly with Weinberg, Zipser, and Arbiter and Heller.

Issue: Affect on marketability of documents in the chain of title. Significance of deletions and auditions to title report, upon timely close of escrow.

Jurisdiction: Federal District Court

Attorney: D. Riogo-Morris, Polich and Purdy

Issue: Extent of ownership to property based on interpretation of legal description and chain of title.

California

Attorneys

Specialized research for attorneys and their clients in real property matters. Analytical and interpretive title research that allows for a more detailed and accurate assessment by counsel of their clients chances of successful resolution of negotiated settlement, or if necessary-litigation.

Research area includes:

Validation of easements and the extent of same.

Dattala v. Bursey

Page 19 of 28
Dattala Writ

Petitioner's Appendix

Page 1077 of 1392

Lot Splits / Certificate of Compliance
Property ownership determination
Independent determination of Title Policy Coverage

Title Insurance Companies

Provide on the job and formal training for title company employees in the areas of title and escrow accepted practice and procedures, real property law, endorsements, underwriting and Individualized instruction for title officers in the areas of time management and quality control. Claims investigation and settlement negotiations.

Clients: Ticor Title Insurance - Santa Barbara
Santa Barbara Title Co.- Santa Barbara
Security Union Title Ins. Co.- San Diego
Chicago Title Insurance Co. – Rosemead

Developers

Project Manager: Assist developers in processing applications for subdivisions with department of Real Estate and local agencies. This includes resolution of real property problems, financing, and development of specialized documents and procedures to resolved local agency requirements.

Summary of Work Experience

November 2008 to Present

Fidelity National Title Agency of Nevada Inc.

Closing Officer, Senior Underwriter / Advisory Title Officer

Las Vegas, NV

Duties include underwriting and coordinating the closing of land and personal property transactions. Re view and approval of High Liability and Extra Hazardous Risk transactions.

December 2007 to October 2008

Land America Commercial Services

Underwriter/Closing Officer, Las Vegas, NV

Duties include underwriting and coordinating the closing of land and personal property transactions

July 2002 to November 2007

First American Title Insurance Company, Inc.

Vice President / National Commercial Services Underwriter, Las Vegas, NV

Responsibilities included but were not limited to (i) Customer Relations, (ii) for title and escrow underwriting decisions of 100 Million or less, (iii)claims investigation and settlement.

branch management and (iv) Continuing Education and Continuing Legal Education accredited trainer.

April 1994 to July 2002

Fidelity National Title Agency of Nevada Inc.

Vice President Commercial and Special Projects Division – Las Vegas, NV.

Positions held prior to current position being Internal Auditor and Trainer, Escrow Officer, Main Escrow Branch Manager, and Interim Escrow Administrator / Advisor. In addition to acting as the Escrow agent in multi-state, multi-million dollar Real Estate Transactions, I provide direct supervision of 6 associates specializing in bulk sales, exclusive home escrows, and subdivision sale escrows. Primary duties is making and/or approving the underwriting guidelines for non-residential escrows and the issuance of title policies in conjunction to the closing of escrows.

September 1990 to November 1993

Fidelity National Title Insurance Company

Manager Title Operations, Title Officer, Underwriter – Santa Barbara, CA

Established direct operations in Santa Barbara County and responsible for recruiting, underwriting, and managing all personnel in title operations.

April 1989 to March 1994

*I-TECC - Innovative Title / Escrow Consulting and Coordinating
Owner / Consultant*

As a consultant and expert witness in real property matter I assist clients in resolving problems encountered in this area. The major areas of service to my clients are

1. Expert witness in real property related to litigation.
2. Specialized research for attorney clients. Research projects are in areas that exceed the expertise and service ability of Title Companies. My specialty was providing documentation and analysis needed to either defeat or confirm easements.
3. Title and escrow training for employees of title companies, including formal classroom setting and on the job training. In addition I also provide underwriting advice.
4. Relief Title Officer, Foreclosure Officer, and contract examinations of title chains.
5. Project Coordinator for profit and non-profit developers.

May 1985 to March 1989

Security Union Title Insurance Company - Formerly Safeco Title (Manager)

Title Operations Santa Barbara County

In this position, I was directly responsible for the management and day-to-day supervision of five departments and twenty-two to twenty-eight employees. In this position I was also the Chief underwriter, responsible for approving and/or resolving high liability and high risk transactions. Additionally I was the claim officer working, with customers and attorneys in resolving title and escrow claims.

March 1976 to April 1985

Safeco Title Insurance Company

Imperial County

Dattala v. Bursey

Page 21 of 28
Dattala Writ

Petitioner's Appendix

Page 1079 of 1392

I began my career with Safeco Title as a Title Insurance Trainee. Prior to my promotion to Santa Barbara County, I held the position of Title and Escrow Manager. In my tenure at this office, I was responsible for formalization of work standards and procedures while developing and implementing a successful quality control program. In addition, as Escrow Manager, I introduced and implemented advanced planning concepts and techniques for the Escrow Department. Other positions held include High Liability Title Officer, Subdivision Escrow Officer, and Claims Officer.

Profession Designations:

- So. Nevada Escrow Assoc. - Senior Certified Escrow Officer
- Member Nevada Land Title Association (2012 Vice President)
- Member So. Nevada Escrow Association (SNEA)
- Member Nevada Escrow Association
- Member American Escrow Association
- Director SNEA, Board of Directors 2008
- Vice President SNEA 2009
- First vice President SNEA 2010
- AEA/NEA Delegate representing SNEA
- Member of NAMI (National Alliance on Mental Illness)
- Vice President NAMI 2010, 2011
- Lorman Educational Services Faculty
 - July 2004, July 2005 Title Work Seminar, Title Policies and Endorsements
 - Feb. 2005, Feb. 2006 Commercial Lending Requirements Title & Escrow process
 - May 2007, New ALTA 2006 Policy, Commitments, Documents
 - November 2008, New ALTA 2006 Policy, Commitments, Documents
 - June 2009, Escrow Basics-National Tele-Conference Seminar.
- State of Nevada, Real Estate Division Licensed Instructor, New ALTA 2006 Policy, Commitments, Documents
- State of Nevada, CLE Licensed Instructor, New ALTA 2006 Policy, Commitments, Documents
- Lied Institute of Real Estate, UNLV CE Class 2010-Title Insurance Underwriting.

Education:

Master of Administration March 1976
University of California, Riverside G.P.A. 3.8

Bachelor of Arts December 1974
University of California, Riverside G.P.A. 3.3

- Exhibit A: List of Depositions
- Exhibit B: List of Trial Testimony

APPENDIX “B”
TO
REPORT OF RONALD O. BLOECKER

APPENDIX “B”
TO
REPORT OF RONALD O. BLOECKER

Appendix B

- A. WFG Escrow No.: 19-274856 (50 Sacramento)
- B. WFG Escrow No.: 19-282990 (59 Sacramento)
- C. Defendant Precision Assets' Crossclaim Against WFG National Title Insurance Company
- D. Plaintiff Second Amended Complaint dated 01/31/21
- E. Dattala's Opposition to WFG & Precision 's Motion to Dismiss dated 8/23/2019
- F. Jan Kelly's Initial Report dated 6/11/-2019
- G. Jan Kelly's Supplemental Report Dated 10/16/2019
- H. WFG miscellaneous email correspondence
- I. Internet Search-fraud red flags real estate

SCHEDULE “ONE”

TO

REPORT OF RONALD O. BLOECKER

SCHEDULE “ONE”

TO

REPORT OF RONALD O. BLOECKER

Dattala v. Bursey

Page 25 of 28

Dattala Writ

Petitioner's Appendix

Page 1083 of 1392

Schedule ONE

Title / Escrow Company
Address
Phone / Fax

THIRD PARTY - DOCUMENT DELIVERY/AUTHORITY

DATE:

TO: Escrow Company Name

Re: Escrow Number:

In connection with the referenced escrow the undersigned hand(s) you herewith the following described document(s), duly executed, viz:

Without notice to the undersigned and without further instruction and/or authority, you are hereby authorized and directed to use the described document(s) for the benefit of the parties to your escrow:

WITHOUT COLLECTION FOR THE ACCOUNT OF THE UNDERSIGNED;

or

WHEN YOU HOLD FOR THE ACCOUNT OF THE UNDERSIGNED

_____ and without any liability and/or responsibility to the undersigned on your part in so doing.

The undersigned does hereby, unconditionally, assign all right, title and interest in and to said document(s) to the parties thereunto entitled. You are authorized and directed to record and/or deliver the said document(s) at the sole direction of the party, or parties, to your escrow.

SCHEDULE “TWO”

TO

REPORT OF RONALD O. BLOECKER

SCHEDULE “TWO”

TO

REPORT OF RONALD O. BLOECKER

Dattala v. Bursey

Page 27 of 28

Dattala Writ

Petitioner's Appendix

Page 1085 of 1392

REAL ESTATE FRAUD RED FLAGS DESKTOP REFERENCE

1. Documentation includes deletions, correction fluid, or other alteration
2. Different handwriting or type styles within a document
3. Buyer currently resides in subject property
4. Seller is not currently reflected on title
5. Buyer is not the applicant
6. Buyer(s) deleted from/added to sales contract
7. Power of Attorney is used
8. Owner is someone other than seller shown on sales contract
9. Purchase price is substantially higher than predominant market value
10. Purchase price is substantially lower than predominant market value
11. Title Work Prepared for and/or mailed to a party other than the lender or attorney
12. Evidence of financial strain may indicate a compromised sale transaction (flip, foreclosure rescue, straw buyer refinance, etc.), or might suggest undisclosed credit problems in the case of a refinance
 - a. Income tax, judgments or similar liens recorded
 - b. Delinquent property taxes
 - c. Notice of default or modification agreement recorded
13. Seller owned property for short time
14. Buyer has pre-existing financial interest in the property
15. Date and amount of existing encumbrances appear suspicious
16. Chain of title includes an interested party such as realtor or appraiser
17. Buyer and seller have similar names (property flips often utilize family members as straw buyers)
18. Borrower or seller name is different than on sales contract and title
19. Payouts to unknown parties or parties not providing real estate related services
20. Refinance pay offs for previously undisclosed liens
21. Short sale offer is from a related party
22. Numbers on the documentation appear to be "squeezed" due to alteration
23. Loan purpose is cash-out refinance on a recently acquired property
24. Earnest money deposit equals the entire down payment, or is an odd amount
25. Real estate commission is excessive
26. Down payment source is other than deposits (gift, sale of personal property)
27. Significant or unrealistic commute distance
28. Excessive sales commissions
29. Excessive fees and/or points
30. Cash proceeds to borrower are inconsistent with final application and loan approval
31. Cash-back at closing to the delinquent borrower, or disbursements that have not been expressly approved by the servicer
32. Buyer is reluctant to bring good funds to closing
33. Lender or broker request changes, not in writing, which are contrary to written closing instructions

Dattala v. Bursey

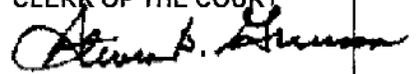
Page 28 of 28

Dattala Writ

Petitioner's Appendix

CLICK HERE TO REPORT FRAUD

or visit www.invttitle.com/suspected-fraud-notification Page 1086 of 1392



1 **RPLY**
Zachary T. Ball, Esq.
Nevada Bar No. 8364
2 **THE BALL LAW GROUP**
1935 Village Center Circle, Suite 120
3 Las Vegas, Nevada 89134
Telephone: (702) 303-8600
4 Email: zball@balllawgroup.com
Attorney for *Precision Assets, as*
5 *Defendant, Counterclaimant and*
Crossclaimant against Eustachius Bursey
6

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9
10 JOHN DATTALA;

11 Plaintiff,

12 vs.

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

17 Defendants.

18
19 AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

**DEFENDANT/COUNTERCLAIMANT,
PRECISION ASSETS' REPLY IN
SUPPORT OF PRECISION ASSETS'
MOTION TO EXPUNGE LIS
PENDENS**

Date of Hearing: September 28, 2021

Time of Hearing: 10:00 am

20
21 **DEFENDANT/COUNTERCLAIMANT, PRECISION ASSETS' REPLY IN SUPPORT
OF PRECISION ASSETS' MOTION TO EXPUNGE LIS PENDENS**

22 Precision Assets (as Defendant, Counterclaimant and Crossclaimant against Eustachius
23 Bursey hereinafter referred to as "Precision"), by and through its counsel of record, Zachary T.
24 Ball of THE BALL LAW GROUP, LLC, hereby files its Reply in Support of the Motion to
25 Expunge Lis Pendens ("Reply"). This Reply is based on the Nevada Rules of Civil Procedure,
26 the pleadings and papers on file herein, and any arguments as the Court may hear.

27 ///

28 ///

THE BALL LAW GROUP
1935 Village Center Circle, Suite 120
Las Vegas, Nevada 89134
(702) 303-8600

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

3 Plaintiff John Dattala's ("Plaintiff") Opposition avoids the relevant analysis under NRS
4 14.015, seeking to bog Precision and the Court down in the history and burden, only to avoid the
5 factual analysis necessary. What little relevant analysis Plaintiff provides wholly fails to address
6 Precision's analysis, instead simply seeking to retain the Lis Pendens ("LP") on the 50
7 Sacramento Drive, Las Vegas, Nevada and 89110 and 59 Sacramento Drive, Las Vegas Nevada
8 ("50 Sacramento" and "59 Sacramento", respectively) (collectively "Properties") because trial
9 is approaching.

10 This is not surprising. One of the primary arguments of Precision that Plaintiff misses is
11 that Precision has been paying the expenses for the Properties and continues to carry the costs,
12 despite no claim being made against Precision. This burden upon Precision far outweighs the
13 benefit to Plaintiff. The LPs must now be expunged.

14 **II. STATEMENT OF FACTS**

15 Precision's factual analysis is uncontested by Plaintiff. Plaintiff seeks instead to provide
16 irrelevant facts to further distract from this Court's relevant analysis, namely the current burden
17 on Precision. Plaintiff's arguments that the fraud of defendant Bursey will inevitably void the
18 sale is simply an effort to shift the burden of the litigation onto *any party other than Plaintiff*.
19 Plaintiff's factual analysis seeks to litigate the fraud claims against Bursey instead of the current
20 financial burden on Precision because Plaintiff refuses to bear the burden himself.

21 **III. LAW AND ARGUMENT**

22 **A. PLAINTIFF HAS FAILED TO MEET HIS BURDEN UNDER NRS 14.015**

23 Plaintiff begins his Opposition with the irrelevant arguments regarding the fraud by Bursey,
24 while still acknowledging that he "he did intend to sell the property to Bursey Bursey skipped
25 a step and sold to Precision." See Opposition p. 10, ll. 7-9. Plaintiff fails to assert any claim
26 against Precision throughout the Second Amended Complaint and continues to fail to assert any
27 wrongdoing by Precision. As Plaintiff intended to sell the Properties, it is incongruent for him to
28 now attempt to unwind the sale to Precision to re-acquire the properties. All of this while

1 acknowledging Plaintiff's own intent to alienate both properties previously for set sums and on
2 set terms agreed to by the buying and selling parties.

3 Plaintiff's acknowledgement of the intent to sell the Properties establishes that his claim is
4 ultimately the failure of Bursey to pay Plaintiff, and not the sale itself. Plaintiff's approach to
5 rectifying this is not to obtain a judgment against Bursey. Instead it is to retake the Properties
6 from Precision, leaving Precision to collect from Bursey. Plaintiff even acknowledges himself
7 that "Dattala can transfer his interest in the property once he is paid". *See* Opposition p. 10, l. 1.
8 Plaintiff's claims as to Precision - and the LPs - are not brought in good faith. Indeed, it is bad
9 faith for Plaintiff to claim that no agreement to transfer the properties existed solely in an effort
10 to prevent Precision from utilizing the properties.

11 Plaintiff also misconstrues the "conditions precedent" requirement of NRS 14.015, and
12 essentially avoids Precision's analysis entirely. Plaintiff acknowledges that his goal is to
13 reacquire title in the Properties. However, Plaintiff makes neither a mention nor an effort to set
14 forth how Precision will be re-imbursed for the properties.

15 As stated in the Motion, Plaintiff anticipated obtaining the total sale proceeds of
16 \$370,000.00 for the two Properties. *See* Motion **Exhibit 3**. As shown by the Opposition, Plaintiff
17 expects this Court to simply declare that Plaintiff now owns the properties, unwind the sales to
18 Bursey and thereafter to Precision and leave Precision to seek to collect the amounts it paid.
19 Further, this expectation is void of any analysis of how Precision will collect those amounts or
20 the fact that Plaintiff has already acquired a Judgment against Bursey. While Plaintiff states that
21 "Dattala can transfer his interest in the property once he is paid" *See* Opposition p. 10, l. 1,
22 Plaintiff fails to acknowledge that he can repay Precision for the carrying costs of the Properties.

23 Most importantly, Plaintiff fails to address NRS 14.015(2)(d): that Plaintiff must show that
24 he would be harmed "injured by any transfer." Plaintiff's only argument is that Plaintiff "would
25 not have any way to effectuate his quiet title cause of action if Precision Assets transfers the
26 properties." *See* Opposition p. 10, ll. 4-5. Combined with Plaintiff's prior admissions that his
27 intent was to sell the Properties to Bursey, Plaintiff's actual motive becomes clear: he seeks to
28 move the burden of collection onto Precision instead of collecting his Judgment from Bursey.

1 While Plaintiff shrouds this approach in his quiet title claim, the ability of Plaintiff to collect on
2 a Judgment is not pertinent to NRS 14.015(2)(d).

3 Plaintiff provides no evidence that he has, or can, pay any taxes, homeowner assessment,
4 maintenance, or any other charges associated with the Properties. As set forth in the Motion,
5 these costs are being borne by Precision while Plaintiff's LPs prevent Precision from selling the
6 Properties. Plaintiff is content to allow Precision to carry all costs, but continues to seek to have
7 the Properties returned to him. An additional transfer of the Properties, obtaining additional
8 proceeds, would simply allow Precision to halt the monthly losses it is incurring on the Properties
9 while this litigation continues, and effectuate Plaintiff and Precision's goal of sale of the
10 Properties.

11 The same logic applies to the analysis under the fifth element of the test under NRS 14.015
12 (2)-(3), that of success on the merits. Plaintiff recites the fraud allegations and challenges against
13 Bursey and Bonita Spencer, and only references to the "red flags" Plaintiff's expert report asserts
14 against Precision. At best, Plaintiff can assert that Bursey's fraud scheme was not ideal; Plaintiff
15 cannot prove success on the merits *against Precision* based upon the "red flags" that Plaintiff
16 sets forth.

17 Plaintiff's inability to address any of Precision's arguments under NRS 14.015 against the
18 LPs shows that Plaintiff only seeks the LPs to remain in place to allow Plaintiff to re-obtain the
19 Properties while Precision carries the costs for the Properties. At this juncture, retention of the
20 LPs only serves to harm Precision and allow Plaintiff to seek recovery by way of re-obtaining
21 the Properties (further harming Precision), instead of enforcing a judgment against Bursey.

22 **A. PLAINTIFF FEIGNS CONFUSION AS TO THE NECESSITY OF A BOND.**

23 The Plaintiff states that Precision "just throws in an argument ... demand that Dattala
24 provides a \$300,000.00 bond". This wholly ignores the basis for the bond under NRCP 65, and
25 even the language Plaintiff quotes on page 5 *See* Opposition p. 5, ll. 20-22, namely NRS
26 14.015(6). If this Court finds the LPs should remain on the Properties, then pursuant to NRS
27 14.015(6) "the party opposing the notice may request the court to determine whether a bond in
28 the amount to be determined by the court would provide adequate security" akin to the bond

1 required by NRCP 65. However, as it is Plaintiff who is seeking to retain the LPs. And it is
2 Precision that is suffering the hardship related to the carrying costs for the Properties. It is only
3 reasonable that Plaintiff be the party who posts a bond. Doing so ensures that if Plaintiff fails in
4 the litigation, then Precision is not the party to suffer for Plaintiff's failure.

5 As set forth by Precision, Plaintiff fails to assert an affirmative claim against Precision, and
6 is instead only seeking to unwind the sales of the Properties due to the acts of the other
7 defendants. As such, Plaintiff is effectively seeking to deter a sale by Precision, or at the least,
8 reduce the value of such a sale, while forcing Precision to continue to pay to maintain the
9 properties, paying taxes, assessments, and maintenance based solely upon Plaintiff's efforts to
10 reacquire the properties. Attached is a declaration of Precision regarding the carrying costs and
11 fees to substantiate the damages which Precision continues to suffer while being forced to retain
12 the Properties, while Plaintiff seeks to maintain its claims against the other Defendants in this
13 matter. If Plaintiff wishes to continue to prevent the sale of the Properties, while preserving the
14 Properties as a possible collection source for the claims against Bursey, it must not do so at
15 Precision's expense. Thus, a bond is a reasonable and both statutory and equitable means of
16 ensuring that Precision be made whole for being restrained from transferring the two properties
17 it obtained for valuable consideration.

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **IV. CONCLUSION**

2 Based on the uncontroverted evidence and matters produced in discovery, Plaintiff presents
3 no claims or facts against Precision justifying the ongoing burden of the Lis Pendens on the 50
4 and 59 Sacramento properties. Precision, therefore, requests that the Court issue an Order that
5 the Notice of Lis Pendens be expunged. Alternatively, Precision request that this Court require
6 Plaintiff post a bond in the amount of \$300,000.00 in order to maintain his Lis Pendens against
7 50 and 59 Sacramento.

8
9 DATED this September 21, 2021.

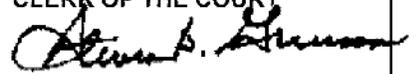
10 THE BALL LAW GROUP
11 /s/ Zachary T. Ball
12 Zachary T. Ball, Esq.
13 Nevada Bar No. 8364
14 1935 Village Center Circle, Ste. 120
15 Las Vegas, NV 89134
16 Attorney for *Precision Assets, as*
17 *Defendant, Counterclaimant and*
18 *Crossclaimant against Eustachius Bursey*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the foregoing **DEFENDANT/COUNTERCLAIMANT,**
3 **PRECISION ASSETS' REPLY IN SUPPORT OF PRECISION ASSETS' MOTION TO**
4 **EXPUNGE LIS PENDENS** was electronically filed with the Eighth Judicial District Court on
5 the September 21, 2021. Electronic service of the foregoing document shall be sent by the Court
6 via email to the addresses furnished by the registered user(s) pursuant to N.E.F.C.R. 9(b) and
7 13(c) and as shown below:

- 8 LaShanda Satterwhite lrsatterwhite@ww.law
9 Eservice Irvine wiznet@wolfewyman.com
10 Evelyn Pastor empastor@ww.law
11 Andrew Bao aabao@ww.law
12 Jamie Soquena jesoquena@ww.law
13 Joel Hansen efile@hansenlawyers.com
14 Benjamin Childs ben@benchilds.com
15 Dale Kleven lawdocs@hrlnv.com
16 Dale Kleven dale@hrlnv.com
17 John Benedict john@benedictlaw.com
18 Jacqueline Gaudie jacqueline@benedictlaw.com
19 Thomas Fronczek toby@relieflawyersnv.com
20 Dale Kleven legaldocs@relieflawyersnv.com
21 Kim McGowan kimm@relieflawyersnv.com
22 Bonita Spencer bonitafountainespencer@yahoo.com
23 Kyle Dziminski kyle@dziminskilaw.com
24 Brian Dziminski brian@dziminskilaw.com
25 Angelyn Cayton Angelyn@benedictlaw.com
26 Office Admin office.admin@benedictlaw.com
27 Eustacius Bursey ebursey87@icloud.com

28
/s/ Kelley A. McGhie
An Employee of the Ball Law Group



1 **RPLY**

Zachary T. Ball (SBN 8364)
2 **THE BALL LAW GROUP LLC**
1935 Village Center Circle, Ste. 120
3 Las Vegas, Nevada 89134
Telephone: (702) 303-8600
4 Email: zball@balllawgroup.com
Attorney for *Precision Assets, as*
5 *Defendant, Counterclaimant and*
Crossclaimant against Eustachius Bursey

6
7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 JOHN DATTALA;

10 Plaintiff,

11 vs.

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

15 Defendants.

16 AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

**DEFENDANT/COUNTERCLAIMANT,
PRECISION ASSETS' REPLY IN
SUPPORT OF DEFENDANT /
COUNTERCLAIMANT PRECISION
ASSETS' MOTION FOR SUMMARY
JUDGMENT**

Date of Hearing: September 28, 2021

Time of Hearing: 10:00 am

17
18 **DEFENDANT / COUNTERCLAIMANT PRECISION ASSETS'**
19 **MOTION FOR SUMMARY JUDGMENT**

20 Precision Assets (as as Defendant, Counterclaimant and Crossclaimant against Eustachius
21 Bursey hereinafter referred to as "Precision"), by and through its counsel of record, Zachary T. Ball
22 of THE BALL LAW GROUP, LLC, hereby files its Reply in Support of Motion for Summary
23 Judgment ("Reply") This Motion is based on the Nevada Rules of Civil Procedure, the pleadings
and papers on file herein, and any arguments as the Court may hear.

24 ///

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND SUMMARY OF ARGUMENT**

3 Plaintiff John Dattala's ("Dattala") mistakenly believes that Precision's Motion is the "Exact
4 same" as the prior motion, and thus proceeds to reuse his arguments regarding his dealings with
5 Defendant Eustachius C. Bursey ("Bursey") as to three parcels of real property. Unfortunately for
6 Dattala, Precision's Motion is not identical to the prior motion, and addresses Dattala's recycled
7 arguments set forth in the Opposition. However, to underscore that Precision's Motion is not the
8 same, Precision will reiterate its arguments; arguments that Dattala has refused to address.

9 First, Dattala's argument that the documents are fraudulent fails to challenge that Precision
10 played no role in Bursey's fraud, and thus had no notice of Dattala's alleged ongoing interest. Simply
11 stated, the alleged "irregularities" that Dattala references are insufficient to provide Precision with
12 notice. Second, the lack of a disclosure form is irrelevant, as it is not a claim for Dattala to demand
13 Precision pursue, or notice of Bursey's fraud. Third, Precision was, and remains, a *bona fide*
14 purchaser, which the evidence bears out after the close of discovery.

15 **II. STATEMENT OF FACTS**

16 Dattala fails to set forth any new or additional facts beyond those set forth by Precision, and
17 only sets forth the "Red Flags" already addressed by Precision in the Motion as disputed facts. As
18 set forth previously and below, none of these "Red Flags" actually function as "constructive notice
19 or reasonable cause to know of the fraud intended" as alleged by Dattala to challenge Precision's
20 status as a bona fide purchaser. Precision thus will not repeat the detailed factual analysis previously
21 set forth, and simply address Dattala's recycled arguments.

22 **III. LAW AND ARGUMENT.**

23 As set forth by Precision in the Motion, "the burden of proof rests with the plaintiff to prove
24 good title in himself. Moreover, there is a presumption in favor of the record titleholder." *Breliant
v. Preferred Equities Corp., supra*. 112 Nev. at 669, 918 P.2d at 318. For Precision to demonstrate
it is a *bona fide* purchaser as a matter of law, Precision need only show that: (1) that it purchased the
properties for "valuable consideration"; and (2) without notice of a competing or a superior interest

1 in the property. *Berge v. Fredericks*, 95 Nev. 183, 591 P.2d 246 (1979). On this issue, “[Nevada]
2 decisions are uniform that the *bona fide* purchaser of a legal title is not affected by any latent equity
3 founded either on a trust, [e]ncumbrance, or otherwise, of which he has no notice, actual or
4 constructive.” *Moore v. De Bernardi*, 220 P. 544, 547 (Nev. 1923).

5 Further, under Nevada law, “valuable consideration” in this context is when a purchaser, in
6 exchange for consideration, acquires an interest from the record owner in real property. *Berge v.*
7 *Fredericks, supra*, 95 Nev. at 187. Likewise, a prior conveyance will not be deemed fraudulent
8 against a party who can show it did not have “actual knowledge, constructive notice or reasonable
9 cause to know of the fraud intended.” NRS §111.180(2). ***Dattala makes no arguments against***
10 ***Precision having paid valuable consideration, and deliberately ignores this analysis.*** The only
11 argument that Dattala makes, recycled by the repetition of the term “Countermovant,” is that
12 Precision should have known of the fraud due to the “Red Flags” set forth by the experts in the
13 associated expert reports.

13 **1. Dattala’s repeated “Red Flags” Remain Tenuous Routes of Notice at Best.**

14 Dattala again sets forth the same variety of “Red Flags” that Dattala alleges should have put
15 Precision on notice of the Bursey’s forgery and fraudulent inducement as set forth in Plaintiff’s
16 Reply to Opposition to Motion to File Second Amended Complaint and Opposition to Counterclaim
17 for Summary Judgment (“Reply”), pp. 6-10, filed on January 7, 2021. Dattala sets forth no additional
18 analysis of the expert opinions set forth in this matter to rebuff Precision’s analysis.

19 Dattala again conflates a variety of references to Dattala in various documents as an indicator
20 that Dattala was being defrauded. However, upon closer examination, none of these “Red Flags”
21 indicate Bursey was perpetuating a fraud except in hindsight and with the benefit of additional
22 information: information which could not have been available to Precision at the time of the
23 transactions. Dattala’s primary “Red Flag” is the timing of Precision’s purchase of the “Assignment
24 of Contract” from non-party HCO Residential.

25 Precision could not determine the alleged fraud by Bursey was evident based on the recorded
26 documents. The timing of the contract is simply expedited because of the nature of the real estate

1 business. Bursey was the owner of both the 50 and 59 Sacramento Properties. See **Exhibit 13**,
2 **Exhibit 25**, **Exhibit 5** and **Exhibit 18**. Since the "Assignment of Contract" agreements are with
3 non-party HCO Residential, not with Bursey or Dattala, they are thus one step removed from
4 Precision. See **Exhibit 3** and **Exhibit 17**. Dattala does not allege any fraud claims against non-party
5 HCO Residential, or even include HCO Residential in this litigation. HCO Residential's
6 involvement, and the underlying agreements between HCO Residential and Precision are so remote
7 from Bursey that Dattala did not even involved HCO Residential in this matter. Since the 50 and 59
8 Sacramento properties were in Bursey's name prior to Precision purchasing both, as is reasonable in
9 light of the existence of "flippers" in the real estate market. There was no need for additional research
10 into Dattala's ownership of the Property which indicated that title to the 50 and 59 Sacramento had
11 transferred, albeit recently, from Dattala to Bursey.

12 The Preliminary Title Reports received from defendant WFG National Title Insurance
13 Company ("WFG"), one of which contains a reference to the 50 Sacramento Property being vested
14 in Bursey (prior to the recordation of April 8, 2019 deed) and the Preliminary Title Reports for both
15 the 50 and 59 Sacramento properties showing sewer and tax records in Dattala's name. Dattala's
16 ongoing reliance on the error in either Preliminary Title Reports substantiate Precisions' *bona fide*
17 purchaser status, as it fails to provide notice to Precision of any conflicting interests. However,
18 Dattala continues to misconstrue the Amended Preliminary Title Reports, which address the issues
19 with the Preliminary Title Reports after Bursey recorded the relevant deeds. The trash and tax
20 accounts remaining in Dattala's name were disclosed as a component of the Preliminary Title
21 Reports; as addressed above, the Properties only recently changed owners, and thus any accounts in
22 Dattala's name can be assigned to the recent transfer.

23 As set forth by Precision, and unpaid obligations would necessarily be in the name of the
24 prior owners; if the prior owners were in financial difficulty, it would only be reasonable that there
25 were liens in the prior owner's name, and the prior owners would be seeking to unload the properties.
26 There is no reason to assume that Bursey would have transferred the services into Bursey's name
27 for the minimal amount of time after the ownership was changed. In addition, both trash and tax

1 accounts are only paid quarterly, as any homeowner knows, such that there would be several months
2 before a new owner would even be inclined to set up their own account, leaving the ongoing services
3 and tax account in the prior owner's name.

4 The purported "Red Flag" of the existence of a tenant or personal property is clearly
5 irrelevant. A property being rented would not place Precision on notice of any fraud by Bursey, nor
6 would the presence of personal property, purportedly Dattala's, be cause for concern. There is no
7 way for Precision to know that the personal property was not simply abandoned. Personal property
8 is often left in former residences.

9 Finally, Dattala's supposed "Red Flags" as to documents having been signed by "Precision
10 Assets, LLC" continue to repeat the challenges to the title of Precision. These arguments have been
11 before this Court, and decided when Precision was allowed to change the caption. The ongoing
12 challenge to the signing of documents by "Precision Assets, LLC" as somehow fraudulent or an
13 indicator of knowledge of Bursey's actions is completely irrelevant and only set forth to confuse the
14 underlying issues.

15 **2. Dattala's Argument Regarding a Real Property Disclosure Form is Not**
16 **Dattala's Claim to Assert.**

17 Dattala presents the lack of a Real Property Disclosure form pursuant to NRS 113.130 as
18 evidence that Bursey was perpetuating a fraud is posed without support. NRS 113.150(4) sets forth
19 that:

20 Except as otherwise provided in subsection 5, if a seller conveys residential
21 property to a purchaser without complying with the requirements of NRS 113.130
22 or otherwise providing the purchaser or the purchaser's agent with written notice
23 of all defects in the property of which the seller is aware, and there is a defect in
24 the property of which the seller was aware before the property was conveyed to the
purchaser and of which the cost of repair or replacement was not limited by
provisions in the agreement to purchase the property, the purchaser is entitled to
recover from the seller treble the amount necessary to repair or replace the defective
part of the property, together with court costs and reasonable attorney's fees. An
action to enforce the provisions of this subsection must be commenced not later
than 1 year after the purchaser discovers or reasonably should have discovered the
defect or 2 years after the conveyance of the property to the purchaser, whichever
occurs later.

The failure to provide a disclosure pursuant to NRS 113.130 is not fraud, or evidence of

1 fraud, and does not function to void a sale. Instead, it allows the buyer, here Precision, to seek to
2 recover to repair damages. It does not allow Dattala to assert fraud claims or void the sale. Dattala
3 provides no further analysis, as there is no basis for Dattala to assert NRS 113.130 in this matter,
4 nor is it relevant to Precision's purchase of the Properties.

5 **3. Precision Based its Purchases on Valid Public Records.**

6 Lastly, as previously stated by Precision and without recounting the entire record as set forth
7 by Precision in the Motion. Precision can satisfy notice inquiry by showing that it relied on the public
8 records to ensure that title to the property was not at issue. *See for example Snow v. Pioneer Title*
9 *Ins. Co.*, 84 Nev. 480, 484, 444 P.2d 125, 127 (1968) (citing NRS 247.150, Nevada law that imparts
10 notice of property interests via grantor / grantee indexes). Here, the preliminary title reports and
11 public records relating to both the Properties by WFG show no evidence of fraud. *See Motion*
12 **Exhibit 33.**

13 It was impossible for Precision to seek out and obtain notice of Dattala's interests in the
14 properties, much less obtain notice of any malfeasance by other parties. Dattala's arguments of "Red
15 Flags" are mere hindsight, and cannot serve as a basis for constructive notice. Even Dattala does not
16 assert Precision had actual notice of Bursey's fraud.

17 **4. Precision Remains A Bona Fide Purchaser Under Nevada Statute and Case Law**
18 **And The Facts Admitted To By Dattala.**

19 Dattala's scattershot accounting of the limitations of Bona Fide Purchaser status fails to
20 adequately address the basic elements of the status Dattala's argument that "Bona Fide Purchaser
21 Statute is Not a Blanket Protection" misses the point of Precision's claims to protection. Precision
22 played no role in the fraud, and knew nothing of Bursey's scheme, or Bursey's purported agreement
23 with Dattala. The sale is not void because Dattala did not receive recompense; that would simply be
24 a breach of contract action between Dattala and Bursey.

Further, the Opposition's citation to legislative history only provides reasoning for the 2013
amendments. The current version of NRS 111.180 reads much broader, reflecting *none* of the
limitations argued by Dattala. Indeed, Dattala seeks to argue that *bona fide* purchaser statutes apply

1 only to foreclosure sales. This goes against all logic of the statute's language and current case law
2 as well as voids any legal basis to Dattala's argument.

3 In Dattala's Oppositions to Precisions Motion to Expunge Deed of Trust and Lis Pendens,
4 Dattala acknowledges that his intent was always to sell the Properties, he simply did not receive
5 payment from Bursey. While he claims fraud as a reason to void the sales, he acknowledges that the
6 sales were indeed intended and valid. Dattala simply did not receive payment, and now seeks to
7 unwind the sales in order to re-obtain the Properties, so as to avoid needing to enforce the Judgment
8 against Bursey. Indeed, if Dattala obtains the Properties, he would effectively make his own
9 Judgment void, or cause a double recovery, as he would then have the Properties Precision paid for,
and a claim to the proceeds that Bursey obtained.

10 Finally, Dattala claims that the knowledge of WFG should be imputed to Precision. Because
11 a statutory distinction existed between an abstract of title as defined in NRS 692A.015 and title
12 insurance under NRS §§ 681A.080 and 692A.023, a title company conducting a title search on
13 behalf of a lender was not the lender's agent, and thus its constructive notice could not be imputed
14 to the lender under this section. *Huntington v. Mila, Inc.*, 119 Nev. 355, 75 P.3d 354, 119 Nev. Adv.
15 Rep. 38, 2003 Nev. LEXIS 44 (Nev. 2003). In other words, Nevada law does not allow any alleged
notice to WFG be imputed to Precision. Summary judgment should be granted.

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

1 **IV. CONCLUSION**

2 Based on the uncontroverted evidence and matters produced in discovery, Precision is a *bona*
3 *fide* purchaser as a matter of Nevada law. Accordingly, judgment can be entered in Precision's favor
4 as to the quiet title and declaratory relief claims Dattala has alleged against it and in favor of
5 Precision as to Precision's counterclaims. Precision, therefore, requests that the Motion for Summary
6 Judgment be granted as to the quiet title and declaratory relief claims set forth in the Second
7 Amended Complaint and in its counterclaim.

8 DATED this September 21, 2021.

THE BALL LAW GROUP

9 /s/ Zachary T. Ball, Esq.

10 Zachary T. Ball, Esq.

11 Nevada Bar No. 8364

12 1935 Village Center Circle, Ste. 120

13 Las Vegas, Nevada 89134

14 Attorney for *Precision Assets, as*

15 *Defendant, Counterclaimant and*

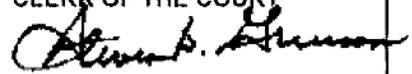
16 *Crossclaimant against Eustachius Bursey*

1
2 **CERTIFICATE OF SERVICE**

3 I hereby certify that the foregoing **DEFENDANT/COUNTERCLAIMANT,**
4 **PRECISION ASSETS' REPLY IN SUPPORT OF DEFENDANT /**
5 **COUNTERCLAIMANT PRECISION ASSETS' MOTION FOR SUMMARY**
6 **JUDGMENT** was electronically filed with the Eighth Judicial District Court on the 21st day of
7 September, 2021. Electronic service of the foregoing document shall be sent by the Court via
8 email to the addresses furnished by the registered user(s) pursuant to N.E.F.C.R. 9(b) and 13(c)
9 and as shown below:

10 LaShanda Satterwhite lrsatterwhite@ww.law
11 Eservice Irvine wiznet@wolfeyman.com
12 Evelyn Pastor empastor@ww.law
13 Andrew Bao aabao@ww.law
14 Jamie Soquena jcsouena@ww.law
15 Joel Hansen efile@hansenlawyers.com
16 Benjamin Childs ben@benchilds.com
17 Dale Kleven lawdocs@hrlnv.com
18 Dale Kleven dale@hrlnv.com
19 John Benedict john@benedictlaw.com
20 Jacqueline Gaudie jacqueline@benedictlaw.com
21 Thomas Fronczek toby@relieflawyersnv.com
22 Dale Kleven legaldocs@relieflawyersnv.com
23 Kim McGowan kimm@relieflawyersnv.com
24 Kyle Dziminski kyle@dziminskilaw.com
Brian Dziminski brian@dziminskilaw.com
Angelyn Cayton Angelyn@benedictlaw.com
Office Admin office.admin@benedictlaw.com
Eustacius Bursesey ebursesey87@icloud.com

19 /s/ Zachary T. Ball, Esq.
20 _____
21 An Employee of the Ball Law Group



1 BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
2 318 S. Maryland Parkway
Las Vegas, Nevada 89101
3 (702) 251 0000
Fax 385 1847
4 ben@benchilds.com
Attorney for Plaintiff/Counterdefendant

5
6 DISTRICT COURT
CLARK COUNTY, NEVADA

7 JOHN DATTALA

8 Plaintiff
9 vs.

Case # A-19-794335-C
Dept # 14

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

13 Defendants

HEARING REQUESTED

14 =====

15 AND RELATED ACTIONS

=====

16 DATTALA'S MOTION FOR RECONSIDERATION

17

18 Plaintiff JOHN DATTALA [Dattala] moves for reconsideration of the decision on
19 Precision Assets' motion for summary judgment against himself and the resultant
20 decision to cancel the Lis Pendens' recorded by Dattala against 50 Sacramento and 59
21 Sacramento. The decisions were announced from the bench on September 28, 2021.
22

23 LEGAL AUTHORITY

24

25 EDCR Rule 2.24. Rehearing of motions.

26

27 (a) No motions once heard and disposed of may be renewed in the
28 same cause, nor may the same matters therein embraced be reheard,
unless by leave of the court granted upon motion therefor, after notice of

1 such motion to the adverse parties.

2 (b) A party seeking reconsideration of a ruling of the court, other than
3 any order that may be addressed by motion pursuant to NRCP 50(b),
4 52(b), 59 or 60, must file a motion for such relief within 14 days after
5 service of written notice of the order or judgment unless the time is
6 shortened or enlarged by order. A motion for rehearing or reconsideration
7 must be served, noticed, filed and heard as is any other motion. A motion
8 for reconsideration does not toll the period for filing a notice of appeal from
9 a final order or judgment.

10 (c) If a motion for rehearing is granted, the court may make a final
11 disposition of the cause without reargument or may reset it for reargument
12 or resubmission or may make such other orders as are deemed
13 appropriate under the circumstances of the particular case.

14 NRS 111.025 - Conveyances void against purchasers are void against their heirs or
15 assigns.

16 Every conveyance, charge, instrument or proceeding declared to be void by the
17 provisions of this chapter, as against purchasers, shall be equally void as against the
18 heirs, successors, personal representatives or assigns of such purchasers.

19 NRS 111.175 - Conveyances made to defraud prior or subsequent purchasers are void.
20 Every conveyance of any estate, or interest in lands, or the rents and profits of lands,
21 and every charge upon lands, or upon the rents and profits thereof, made and created
22 with the intent to defraud prior or subsequent purchasers for a valuable consideration
23 of the same lands, rents or profits, as against such purchasers, shall be void.

24 NRS 111.340 - Certificate of acknowledgment and record may be rebutted.

25 Neither the certificate of the acknowledgment nor of the proof of any conveyance or
26 instrument, nor the record, nor the transcript of the record, of such conveyance or
27 instrument, shall be conclusive, but the same may be rebutted.

28

1 DECISIONS MADE ON MOTIONS IN LIMINE REQUIRE RECONSIDERATION OF
2 PRIOR DECISIONS ON PRECISION ASSETS' MOTION FOR SUMMARY
3 JUDGMENT AND MOTION TO EXPUNGE LIS PENDENS
4

5 The Court GRANTED Plaintiff's Motions in Limine # 6 and 7 by minute order
6 on October 8, 2021. [Exhibit 1] Now, the jury will determine the genuineness of
7 documents and which ones are the authentic ones. Further, based on admitted
8 facts, Bursey obtained to deeds to both 50 Sacramento and 59 Sacramento from
9 Dattala by fraud.

10 Further, the Court GRANTED Precision Assets' Motion in Limine # 4 which
11 restricted admission of evidence, including the vesting deed under which Precision
12 Assets claims ownership of 50 Sacramento.
13

14 A. DATTALA MOTION IN LIMINE # 6

15 ISSUE : EXCLUDE COPIES OF CONTESTED DOCUMENTS - PLUS
16 THERE NEEDS TO BE A JURY INSTRUCTION ABOUT
17 DISPUTED DOCUMENTS.
18

19 The Court GRANTS this Motion in part and DENIES this Motion in part.

20 The jury will determine the genuineness of documents and which ones are the
21 authentic ones. The jury instruction regarding disputed documents will be introduced
22 and Plaintiff can argue the authenticity of certain documents is in dispute and
23 Precision Assets may also rebut and defend their case.
24

25 B. DATTALA MOTION IN LIMINE # 7

26 ISSUE : NO ANSWER FILED BY BURSEY
27

28 The Court GRANTED this Motion because Bursey has not been participating

1 in this case, the Second Amended Complaint [SAC] was filed and served months
2 ago, but Bursey has still not filed an answer. Pursuant to NRCP 8(b) (6) Bursey has
3 admitted all allegations in the SAC which concern him.

4 The following paragraphs of the SAC that directly address Bursey, have not
5 been denied and are therefore admitted, are set forth below. These now are
6 established facts as between Dattala and Bursey.

- 7
- 8 3. Defendant EUSTACHIUS C. BURSEY [Bursey] at all times relevant to the
9 transaction described herein was a resident of Las Vegas, Clark County,
10 Nevada. Bursey is now a resident of Detroit, Wayne County, Michigan.
- 11 10. When Dattala met Bursey in 2016, Dattala owned the parcels of real property
12 described below, referred to collectively as the Subject Properties.

- 13
- 14 a. 50 Sacramento Dr Las Vegas, NV 89110 was his residence since 1992
15 [referred to herein as the 50 Sacramento Property].

16 Street Address : 50 Sacramento Dr Las Vegas, NV 89110
17 Brief Legal Description :
18 Lot 28 in Block 2 of MEADOW HOMES UNIT # 1 as shown in PLAT
19 BOOK 7 PAGE 5 in the Clark County Recorder's Office.
20 APN 140-31-817-043

- 21 b. 59 Sacramento Dr Las Vegas, NV 89110 [referred to herein as the 59
22 Sacramento Property].

23 Street Address : 59 Sacramento Dr Las Vegas, NV 89110
24 Brief Legal Description :
25 Lot 87 in Block 5 of MEADOW HOMES UNIT # 3 2nd Amended as shown in
26 PLAT BOOK 9 PAGE 63 in the Clark County Recorder's Office.
27 APN 140-31-810-025

- 28 11. Dattala had no relationship with Bursey other than through the dealings with
the three Properties described above.
12. Throughout his dealings with Bursey, Dattala drafted no documents. Dattala

1 is at most semi-literate and is incapable of drafting legal documents involving
2 real estate transactions. Dattala does not even have a copier and until the
3 middle of May, 2019 did not have an email address.

4 13. In 2017 Bursey sought to befriend Dattala and raised the idea of Dattala
5 selling Dattala's three properties described above.

6 14. Bursey presented Dattala with a Purchase Agreement which was signed by
7 Bursey and Dattala on June 3, 2018 for the purchase of the 50 Sacramento
8 Property. The June 3, 2018 Purchase Agreement required Bursey pay Dattala
9 \$5,000 and transfer was to be by "Warranty Deed or DEED OF TRUST". A
10 Deed of Trust in the amount of \$150,000 was recorded on August 2, 2018
11 encumbering title to the 50 Sacramento Property.

12 Bursey did pay Dattala \$5,000 on or about June 3, 2018 as required by the
13 June 3, 2018 Purchase Agreement

14 The August 2, 2018 Deed of Trust encumbering title to the 50 Sacramento
15 Property states there is an associated Promissory Note, but Dattala does not
16 believe there was ever a Promissory Note executed which was associated
17 with the August 2, 2018 Deed of Trust.

18 With regards to the August 2, 2018 Deed of Trust encumbering title to the 50
19 Sacramento Property, Bursey did pay \$1,443 per month for ten months
20 starting August, 2018, with the last payment being made May 4, 2019.

21 15. In the latter part of the year 2018, Bursey made the following factual
22 representations to Dattala :

- 23 a. That Bursey's father had died.
- 24 b. That Bursey expected an inheritance from his deceased father's
25 estate
- 26 c. That Bursey wanted to buy the 59 Sacramento Property and the
27 Colusa Property from Dattala and planned to pay Dattala when
28 Bursey received his inheritance from his father's estate.

- 1 16. On March 19, 2019, and again on March 27, 2019, Bursey represented to
2 Dattala that Bursey needed to fix the 50 Sacramento Property so he could
3 bring it up to code and get insurance and move back in, and that he had “a
4 child on the way in September”.
- 5 17. Bursey’s representations in the latter part of the year 2018 that his father had
6 died and that he was waiting for his inheritance to come were false, when he
7 made those representations Bursey knew those representations were false,
8 and Bursey made those representations to induce Dattala to enter into sales
9 agreements for the 59 Sacramento Property and the Colusa Property.
- 10 18. Bursey’s representation on March 19, 2019, and again on March 27, 2019 to
11 Dattala that Bursey needed to fix the 50 Sacramento Property so he could
12 bring it up to code and get insurance and move back in, and that he had “a
13 child on the way in September” were false, when he made those
14 representations Bursey knew those representations were false, and Bursey
15 made those representations to induce Dattala to enter into sales agreements
16 for the 59 Sacramento Property and the Colusa Property.
- 17 19. For a purported purchase of the 59 Sacramento Property Bursey presented
18 Dattala with a Deed of Trust in the amount of \$220,000 dated April 15, 2019
19 with a Zillow printout and amortization schedule at 8% interest.
- 20 20. For a purported purchase of the 59 Sacramento Property, Bursey paid Dattala
21 \$10,000 purportedly as an Earnest Money Deposit on April 19, 2019.
- 22 21. Bursey knew he did not intend to purchase the 59 Sacramento Property for
23 \$220,000 at the time he presented Dattala with what was purported to be
24 \$10,000 as an Earnest Money Deposit on April 19, 2019.
- 25 22. Bursey knew he did not intend to purchase the 59 Sacramento Property for
26 \$220,000 at the time he presented Dattala with a Deed of Trust in the amount
27 of \$220,000 dated April 15, 2019 with a Zillow printout and amortization
28 schedule at 8% interest.

- 1 23. In April, 2019 Bursey stated to Dattala that once Bursey received his
2 inheritance from his father's estate, he would pay Dattala the balance of the
3 purchase prices for the 59 Sacramento Property as the April 19, 2019 \$10,000
4 payment was just earnest money or down payment until Bursey's inheritance
5 came.
- 6 24. In April, 2019, but prior to April 19, 2019, Bursy stated to Dattala that Bursey
7 was waiting for money from his inheritance and would rent the properties out
8 and make payments until he received his inheritance.
- 9 25. In April, 2019, but prior to April 19, 2019, Bursy stated to Dattala that Bursey
10 had to have a property management company come in to clean up the 59
11 Scaramento Property and that he needed to have documents signed and
12 notarized.
- 13 26. Bursey arranged for Dattala to sign two documents on April 5, 2019 being
14 represented as a Warranty Deed and and a Deed of Trust and then Bursey
15 had Dattala acknowledge his signatures on those two documents to Bonita
16 Spencer [Spencer herein], a Nevada Notary Public, on the same date.
- 17 27. Dattala did not know, and was never told, that Bursey intended to attach the
18 signature page from one of the documents Dattala had signed and
19 acknowledged to Spencer on April 5, 2019 to a Quitclaim Deed and that
20 Bursey intended to, and did, record that Quitclaim Deed to attempt to obtain
21 record title to the 50 Sacramento Property.
- 22 28. Dattala did not know, and was never told, that Bursey intended to attach the
23 signature page from one of the documents Dattala had signed and
24 acknowledged to Spencer on April 5, 2019 to a Deed of Reconveyance and
25 that Bursey intended to, and did, record that Deed of Reconveyance to
26 attempt to remove the lien created by the Deed of Trust described in
27 Paragraph 14 above, which Deed of Trust encumbered title to the 50
28 Sacramento Property.

- 1 29. Bursey forged Dattala's signature on a document entitled NOTICE OF
2 PURCHASE purportedly dated April 1, 2019 in an attempt to justify why
3 Dattala would accept a total amount of \$10,000 from Bursey for the purported
4 purchase of the 50 Sacramento Property, when Dattala was entitled to receive
5 payments under the Deed of Trust described in Paragraph 14 above.
- 6 30. On April 29, 2019 Bursey and Medina conspired to further Bursey's fraudulent
7 scheme by forging Dattala's signature on two documents titled Affidavit of
8 Grantor purporting to state that Dattala was making numerous factual
9 representations about the title to the 59 Sacramento Property and the Colusa
10 Property, with Medina notarizing that document.
- 11 41. Without an escrow or title insurance, Bursey recorded Quitclaim Deeds for the
12 Subject Properties as set forth below :
- 13 a. For the 50 Sacramento Property, Quitclaim Deed recorded April 8,
14 2019. As set forth in Paragraph 27 above, Bursey attached the
15 signature page from one of the documents Dattala had signed and
16 acknowledged to Spencer on April 5, 2019 to the Quitclaim Deed
17 Bursey recorded in an attempt to obtain title to the 50 Sacramento
18 Property.
- 19 b. For the 59 Sacramento Property, Quitclaim Deed recorded April 22,
20 2019.
- 21 c. For the Colusa Property, Quitclaim Deed recorded April 22, 2019.
- 22 42. Ownership and financial issues regarding the Colusa Property were resolved
23 by FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT filed
24 in this case on October 15, 2020.
- 25 43. Dattala was tricked and defrauded into signing the Quitclaim Deed for the 59
26 Sacramento Property to Bursey and Plaintiff received only the payment set
27 forth in the table below from Bursey.
- 28

Property	Amount Received \$	Purchase Amount \$	DOV ¹ Amount \$
50 Sacramento	5,000 + 14,443 payments on Deed of Trust	150,000	73,540
59 Sacramento	10,000	220,000	79,091
Total	29,443 ²	370,000	152,263

44. Based on the purchase contracts drafted by Bursey, Dattala should have received a total of \$370,000 for the 50 Sacramento and the 59 Sacramento Properties, but instead received \$10,000 in earnest money down payments and \$4,467 principal and \$9,976 interest.

Dattala should have received a total of \$152,263 based on the Declaration of Value forms for the 50 Sacramento and the 59 Sacramento Properties, which statements are made “under penalty of perjury” , executed by Bursey, or Bursey’s agent, attached to the recorded Quitclaim Deeds.

45. As to the 50 Sacramento Property, Bursey immediately transferred his interest to Precision Assets, LLC by Grant, Bargain and Sale deed recorded April 15, 2019, purportedly for \$95,000.

47. As to the 59 Sacramento Property, Bursey immediately transferred his interest to Precision Assets by Grant, Bargain and Sale deed recorded May 2, 2019, purportedly for \$130,000.

48. Dattala seeks to impose a constructive trust on the proceeds of the sales to

¹DOV is an abbreviation of the Declaration of Value form which is signed “under penalty of perjury” and is required to be recorded with each deed stating the transaction value.

². \$4,467 of principal and \$9,976 of interest

1 Bursey and on title to the 50 Sacramento Property and the 59 Sacramento
2 Properties based on Bursey obtaining the Quitclaim Deeds from Plaintiff by
3 fraud and failing to pay fair value for the 50 Sacramento and the 59
4 Sacramento properties as described above. Bursey further attached a
5 signature page from another document to the deed to the 50 Sacramento
6 Property as set forth in Paragraph 27 above.

7 49. Bursey and Medina engaged in concerted action intended to accomplish an
8 unlawful objective for the purpose of harming Plaintiff.

9 57. Bursey never paid Plaintiff the full amount due to Plaintiff, and Plaintiff never
10 received the full amount due to him from Bursey for the sale of the Subject
11 Properties.

12 58. When Bursey transferred his interest in the 50 Sacramento Property on April
13 15, 2019, it was with actual intent to hinder, delay or defraud Plaintiff.

14 59. When Bursey transferred his interest in the 59 Sacramento Property on May 2,
15 2019, it was with actual intent to hinder, delay or defraud Plaintiff.

16 60. Plaintiff suffered damages as a result of Bursey's actions.

17 62. The forged Affidavits of Grantor described in Paragraph 30 above are
18 evidence of the concert of action between Bursey and Medina.

19 63. Bursey and Medina engaged in concerted action to allow Bursey to sell the 50
20 Sacramento Property and the 59 Sacramento Property using an escrow and
21 title insurance as described above.

22 64. The concerted action engaged in by Bursey and Medina was intended to
23 accomplish an unlawful objective for the purpose of harming Plaintiff.

24 65. Plaintiff was damaged by the act or acts of Bursey and Medina and Plaintiff
25 has suffered and will suffer general and consequential damages in excess of
26 fifteen thousand dollars (\$15,000), exclusive of costs and interest, in an
27 amount to be determined according to proof adduced at trial.

28 66. Plaintiff has further been required to retain the services of an attorney to

1 prosecute this action on its behalf, and as such are entitled to attorney's fees
2 and costs incurred in prosecuting this matter.

3 84. Defendant Bursey engaged in criminal enterprise with at least one other
4 individual and engaged in criminal activity by knowingly making false
5 representations of fact to commit fraud on Plaintiff, forging Plaintiff's signature
6 on real estate and financial documents, placing forged documents in the public
7 record, committing perjury by executing and recording false Declaration of
8 Value forms, and conspiring with Medina as a Nevada Notary Public to
9 fabricate signatures on documents, to sign and stamp real estate documents
10 with notary seals to give the document the appearance of authenticity,
11 genuineness and enforceability.

12 85. Defendant Medina engaged in criminal enterprise with at least one other
13 individual by engaging in criminal activity with Bursey by falsely notarizing real
14 estate documents in violation of NRS 240.001 to 240.169, inclusive, or a
15 regulation or order adopted or issued pursuant thereto, by forging Dattala's
16 signature in her notary book, and by committing perjury by executing the
17 affidavits described above in Paragraphs 34 and 35.

18 86. NRS 240.175 makes violation of NRS 240.001 to 240.169, inclusive, or a
19 regulation or order adopted or issued pursuant thereto, a category D felony.

20 87. Defendant Medina engaged in criminal enterprise with at least one other
21 individual, that being Bursey, by engaging in criminal activity with Bursey by
22 violating NRS 205.120, which is a category D felony.

23 88. Defendant Medina engaged in criminal enterprise with at least one other
24 individual, that being Bursey, by engaging in criminal activity with Bursey by
25 violating NRS 205.090, which is a category D felony.

26 89. Medina committed perjury by executing the affidavits described above in
27 Paragraphs 34 and 35.

28 90. Medina offered false evidence by executing the affidavits described in

1 Paragraphs 34 and 35.

2 91. Bursey and Medina engaged in unlawful activity as defined by NRS 207.400.

3 92. As a direct and proximate result of the actions of Defendants Bursey and
4 Medina, Plaintiff has suffered and will suffer general and consequential
5 damages in will suffer general and consequential damages in the amount of
6 three hundred and seventy thousand dollars (\$370,000), exclusive of costs
7 and interest.

8
9 C. PRECISION ASSETS' MOTION IN LIMINE # 4

10
11 This motion was granted "subject to Plaintiff's conditional joinder". [Exhibit 1]
12 The decision applies to all parties.

13 Dattala attached to his Joinder filed September 13, 2021 all the documents
14 that identify Precision Assets, LLC. They are attached to the instant Motion as
15 Exhibit 2. Dattala noted an exception to the exclusion as being the Preliminary
16 Title Report dated 4/8/2019 [Exhibit 2, 52 - 57].

17
18 DISCUSSION

19
20 Precision Assets' motion for summary judgment and its motion to cancel the
21 lis pendens' recorded by Dattala against the 50 Sacramento and 59 Sacramento
22 properties were both granted from the bench at the hearing on September 28, 2021.

23 Dattala's legal rights were changed by the decisions on the Motions in Limine,
24 as set forth above, which decisions were received on October 8, 2021. This Motion
25 is being filed literally within 24 hours despite the decision transmitted late on a Friday
26 afternoon [Exhibit 1] due to the impending jury trial which is scheduled to begin on
27 October 18, 2021.

28 The two decisions on Precision Assets' motion for summary judgment and its

1 motion to cancel the lis pendens' are not legally consistent with the decisions on the
2 motions in limine discussed above for several reasons.

3 For one, the authenticity of documents will be determined by the jury. Thus,
4 material questions of material fact exist which will be decided by the jury. The list of
5 disputed documents should be set forth in a special verdict form for jury decision.

6 "The jury instruction regarding disputed documents will be introduced and
7 Plaintiff can argue the authenticity of certain documents is in dispute and Precision
8 Assets may also rebut and defend their case." [Exhibit 1] So there are factual issues
9 to be determined by the jury by a special verdict as set forth below.

10
11 Jury Instruction _____

12 The authenticity of certain documents is in dispute.
13 You are to determine what documents are authentic and what
14 documents are false.

15 Special Verdict

16 Did you find any of the documents submitted as evidence to be false?
17 Check which documents you find to be false.

- 18 _____ Quitclaim Deed to 50 Sacramento recorded April 8,
2019
- 19 _____ Deed of Full Reconveyance recorded April 5, 2019
- 20 _____ Copy of Notice of Purchase bearing a disputed
21 signature in the name of John Dattala, dated 4-1-19
- 22 _____ Copy of WFG National Title Insurance Company
23 Affidavit of Grantor Escrow No: 19-282990, disputed
signature in the name of John Dattala, dated 4-29-19
- 24 _____ Copy of Reconveyance signature page Trustee
signature in the name of John Dattala dated April 5,
25 2019
- 26 _____ Page 96 of Lillian Medina notary book

27
28 ///

1 Second, there are express and specific facts set forth by deciding Dattala's
2 motion in Limine # 7. Paragraph 18 of the SAC is now a fact that Bursey's
3 representations "were false, when he made those representations Bursey knew
4 those representations were false, and Bursey made those representations to induce
5 Dattala to enter into sales agreements for the 59 Sacramento Property."

6 Paragraph 21 and 22 of the SAC is now a fact that "Bursey knew he did not
7 intend to purchase the 59 Sacramento Property for \$220,000 at the time he
8 presented Dattala with a Deed of Trust" and also when Bursey paid the \$10,000
9 "earnest money" to Dattala.

10 Paragraphs 27 and 28 of the SAC is now a fact that Bursey fraudulently
11 recorded the Quitclaim Deed and a Deed of Reconveyance to attempt to obtain
12 record title to the 50 Sacramento Property by attaching a signature page from
13 another document to those documents.

14 Paragraph 30 of the SAC is now a fact that "April 29, 2019 Bursey and Medina
15 conspired to further Bursey's fraudulent scheme by forging Dattala's signature on
16 two documents titled Affidavit of Grantor purporting to state that Dattala was making
17 numerous factual representations about the title to the 59 Sacramento Property and
18 the Colusa Property, with Medina notarizing that document."

19 Paragraph 43 of the SAC is now a fact that "Dattala was tricked and defrauded
20 into signing the Quitclaim Deed for the 59 Sacramento Property"

21 Paragraph 58 and 59 of the SAC is now a fact that :

22 58. When Bursey transferred his interest in the 50 Sacramento Property on
23 April 15, 2019, it was with actual intent to hinder, delay or defraud Plaintiff.

24 59. When Bursey transferred his interest in the 59 Sacramento Property on
25 May 2, 2019, it was with actual intent to hinder, delay or defraud Plaintiff

26
27 ///

28

1 NRS 111.025 holds "Conveyances void against purchasers are void against
2 their heirs or assigns". NRS 111.175 holds "Conveyances made to defraud prior or
3 subsequent purchasers are void".

4 Added to the clear and unambiguous statutes are the facts which are now
5 established about Bursey's fraudulent actions as set forth above.

6 Finally, there are still facts to be determined by the jury about title documents.
7

8 CONCLUSION

9

10 Given the evidentiary impact of the rulings set forth above, the Court must
11 vacate the decisions announced from the bench on September 28, 2021 on
12 Precision Assets' summary judgment motion regarding title to 50 Sacramento and to
13 59 Sacramento. Further, the decision canceling the lis pendens' recorded against
14 those two properties, which decision was admittedly based on the summary
15 judgment decision, must be rescinded
16

17 /s/ Benjamin B. Childs

18 BENJAMIN B. CHILDS, ESQ.
19 NEVADA BAR # 3946
Attorney for Plaintiff

20 CERTIFICATE OF SERVICE

21 This MOTION FOR RECONSIDERATION, with exhibits, was served through
22 the Odyssey File and Serve system to opposing counsel and Mr. Bursey at filing.
23 Electronic service is in lieu of mailing.

24 /s/ Benjamin B. Childs, Sr.

25 BENJAMIN B. CHILDS, Sr.ESQ.
26 NEVADA BAR # 3946
27
28

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

A-19-794335-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

October 08, 2021

A-19-794335-C John Dattala, Plaintiff(s)
vs.
Eustachius Burse, Defendant(s)

October 08, 2021 3:00 AM Minute Order

HEARD BY: Escobar, Adriana

COURTROOM: CHAMBERS

COURT CLERK: Jessica Quamina

JOURNAL ENTRIES

The court, having reviewed the motions in limine that were set for chambers calendar on September 29, 2021, issues the following order:

This Court GRANTS Plaintiff s motion in limine #1 for exclusion of witnesses and documents disclosed after the discovery deadline with exception for the reasons stated in Plaintiff's moving papers.

This Court finds that Plaintiff s motion in limine #2 that only factual issues should be submitted for decision by the jury is vague and DENIES it is an improper request as a motion in limine but agrees that factual issues should be submitted for decision by the jury.

This Court GRANTS Plaintiff s motion in limine #3 for evidence of financial condition for the reasons stated in Plaintiff's moving papers.

This Court GRANTS Plaintiff s motion in limine #4 to read the complaint to the jury for the reasons stated in Plaintiff's moving papers, the Court will read the complaint to the jury.

This Court DENIES Plaintiff s motion in limine #5 exclude lay opinion as to whether Dattala signed the following specifically identified documents for the reasons stated in Defendant s opposition so long as the foundation is laid.

This Court GRANTS Plaintiff s motion in limine #6 to exclude copies of contested documents in part and DENIES it in part the contested documents will be introduced, and the jury will determine the genuineness of the documents and which ones are the authenticated ones. The jury instruction

PRINT DATE: 10/08/2021

Page 1 of 3

Minutes Date: October 08, 2021

Dattala Writ
Petitioner's Appendix
Page 1119 of 1392

regarding disputed documents will be introduced and Plaintiff can argue that the authenticity of certain documents is in dispute and Precision Assets may also rebut and defend their case.

This Court GRANTS Plaintiff s motion in limine #7 titled no answer filed by Bursey for the reasons stated in Plaintiff's moving papers.

This Court GRANTS Plaintiff s motion in limine #8 for definitions to be presented to the jury for the reasons stated in Plaintiff's moving papers.

This Court DEFERS Plaintiff s motion in limine #9 regarding admissibility of Bursey's criminal conviction until trial.

This Court DENIES Precision Assets motion in limine #1 to preclude Plaintiff from introducing any evidence concerning his mental capacity or mental abilities at the time that he signed (or is alleged to have signed) any of the documents at issue in this action as it is vague and if there is any evidence to support evidence of Plaintiff s mental capacity and the proper foundation is laid, the evidence can be introduced.

This Court GRANTS Precision Assets motion in limine #2 to preclude Plaintiff from introducing any evidence seeking to impose any liability on non-party Segal for the reasons stated in its moving papers.

This Court GRANTS Precision Assets motion in limine #3 to preclude all parties from introducing any evidence that the Court's prior grant of Partial Summary Judgment applies to 50 Sacramento or 59 Sacramento or to any party other than Bursey for the reasons stated in its moving papers subject to Plaintiff s Opposition.

This Court GRANTS Precision Assets motion in limine #4 to preclude Plaintiff from introducing evidence concerning Precision Assets corporate status or any evidence referring to Precision Assets, LLC for the reasons stated in its moving papers subject to Plaintiff s conditional joinder.

This Court GRANTS Precision Assets motion in limine #5 to preclude Plaintiff from introducing any evidence concerning the value of the three properties at issue that is not based on his own personal knowledge in part and DENIES it in part subject to Plaintiff s opposition Plaintiff can opine as to the current value of the properties regarding any personal knowledge he has concerning the value if the proper foundation is laid but cannot opine as to the current value of the properties outside of any personal knowledge he may have.

Plaintiff is allowed to testify regarding the purchase price that Plaintiff and Bursey agreed upon for the transfer of the properties and are evidence of compensatory damages.

Plaintiff and Precision Assets counsel shall work together to prepare the written Order for the Court's review in accordance with the local rules

All parties must submit orders electronically, in both PDF version and Word version, until further notice. You may do so by emailing DC14Inbox@clarkcountycourts.us. All orders must have either original signatures from all parties or an e-mail appended as the last page of the proposed order confirming that all parties approved use of their electronic signatures. The subject line of the e-mail should identify the full case number, filing code and case caption.

CLERK'S NOTE: A copy of this Minute Order was distributed via Odyssey File and Serve/ jq 10.8.21

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2



June 14, 2019

Cody Raynoha
Precision Assets, LLC
6700 Paradise Road, #A-1
Las Vegas, NV

Re: WFG National Title Insurance Company Claim No: 1011456
WFG National Title Insurance Company Policy No: 31554004071538
Property Address: 50 Sacramento Drive, Las Vegas, NV
Insured: Precision Assets, LLC

Dear Mr. Raynoha:

This letter is in response to your tender of defense on behalf of Precision Assets LLC, (Insured) to WFG National Title Insurance Company (WFG) in the above-referenced action. As of this date my investigation consists of:

1. A review of various documents recorded with the County Recorder concerning the insured property;
2. A review of WFG's title file;
3. A review of various purchase documents provided by your office;
4. A review of the complaint in this action which has yet to be served on the insured.

Based on my investigation, WFG has retained the firm of Wolfe & Wyman to represent the Insured in Respect to the defense of the causes of action for Quiet Title and Declaratory Relief in the above-referenced matter. Wolfe and Wyman will be contacting you shortly to discuss this matter. In the event you wish to speak with them sooner, they can be reached at 702.476.0100. Please provide them your full cooperation as is the Insureds obligation under the policy

WFG does not, by this letter, consent to pay attorneys' fees for any other representation of the Insured, including the prosecution of any separate complaints or cross-complaints which may be available to the Insured. WFG has not retained Wolfe & Wyman regarding questions or issues concerning coverage under the title insurance policy. If you have any questions regarding coverage under the policy of title insurance, please contact me directly at 714.452.1306 or dweller@willistonfinancial.com

Cordially,

Dawn Weller

Dawn Weller
Claims Officer

16700 Valley View, Suite 275, La Mirada, CA 90638

P (714) 452-1300 | F (714) 452-1301

Dattala MIL Joinder Page 2 of 74
Dattala Writ

Petitioner's Appendix

Page 1123 of 1392
PRECISION 000004



June 14, 2019

Cody Raynoha
Precision Assets, LLC
6700 Paradise Road, #A-1
Las Vegas, NV

Re: WFG National Title Insurance Company Claim No: 1011457
WFG National Title Insurance Company Policy No: 31554004071566
Property Address: 59 Sacramento Drive, Las Vegas, NV
Insured: Precision Assets, LLC

Dear Mr. Raynoha:

This letter is in response to your tender of defense on behalf of **Precision Assets LLC** (Insured) to WFG National Title Insurance Company (WFG) in the above-referenced action. As of this date my investigation consists of:

1. A review of various documents recorded with the County Recorder concerning the insured property;
2. A review of WFG's title file;
3. A review of various purchase documents provided by your office;
4. A review of the complaint in this action which has yet to be served on the insured.

Based on my investigation, WFG has retained the firm of Wolfe & Wyman to represent the Insured in Respect to the defense of the causes of action for Quiet Title and Declaratory Relief in the above-referenced matter. Wolfe and Wyman will be contacting you shortly to discuss this matter. In the event you wish to speak with them sooner, they can be reached at 702.476.0100. Please provide them your full cooperation as is the Insureds obligation under the policy

WFG does not, by this letter, consent to pay attorneys' fees for any other representation of the Insured, including the prosecution of any separate complaints or cross-complaints which may be available to the Insured. WFG has not retained Wolfe & Wyman regarding questions or issues concerning coverage under the title insurance policy. If you have any questions regarding coverage under the policy of title insurance, please contact me directly at 714.452.1306 or dweller@willistonfinancial.com

Cordially,

Dawn Weller

Dawn Weller
Claims Officer

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

Inst #: 20190415-0002065
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

GRANT, BARGAIN, SALE DEED

R.P.T.T. \$484.50

THIS INDENTURE WITNESSETH: That

Eustachius C. Burse, 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. Bursey
Eustachius Bursey
Eustachius C Bursey

STATE OF NEVADA
COUNTY OF CLARK

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

Jenine A. Santos
Notary Public for Nevada
My Commission Expires: 6/26/21

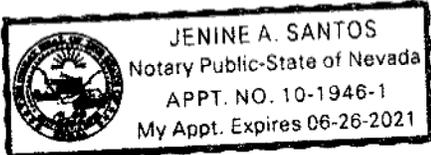


EXHIBIT "A"
LEGAL DESCRIPTION

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

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors 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

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

Other _____

3. Total Value/Sales Price of Property:

\$95,000.00

Deed in Lieu of Foreclosure Only (value of property)

(_____)

Transfer Tax Value:

\$95,000.00

Real Property Transfer Tax Due:

\$484.50

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 Grantor

Signature 

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: EUSTACHIUS C. BURSET

Print Name: Precision Assets, LLC

Address: 50 Sacramento Drive

Address: 6700 Paradise Rd., Ste. A-1

City: Las Vegas

City: Las Vegas

State: Nevada Zip: 89110

State: Nevada Zip: 89119

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer

Print Name: WFG National Title Insurance Company

Escrow #: 19-274856

Address: 7450 Arroyo Crossing Parkway, Suite 270

City: Las Vegas State: NV

Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors 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

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes:

Other _____

3. Total Value/Sales Price of Property: \$95,000.00
Deed in Lieu of Foreclosure Only (value of property) (_____)
Transfer Tax Value: \$95,000.00
Real Property Transfer Tax Due: \$484.50

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 E.C. Bursey Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: EUSTOCHIUS C. BURSEY
Address: 50 Sacramento Drive
City: Las Vegas
State: Nevada Zip: 89110

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Precision Assets, LLC
Address: 6700 Paradise Rd., Ste. A-1
City: Las Vegas
State: Nevada Zip: 89119

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

Print Name: WFG National Title Insurance Company Escrow #: 19-274856
Address: 7450 Arroyo Crossing Parkway, Suite 270
City: Las Vegas State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



**ESCROW INSTRUCTIONS
RELEASE OF FUNDS HELD**

To: WFG National Title Insurance Company, ("Escrow Agent" or "WFG")
Re: 19-274856

The undersigned herein authorize and instruct Escrow Agent to release any and all funds on hold in the above referenced escrow ("Escrow") to Seller.

In accordance with the original instructions to Escrow Agent executed on 04/12/19 ("Original Instructions"), if there are any service charges accruing to WFG, WFG is authorized and instructed to deduct such service charges from the funds held prior to disbursement of such funds in accordance with these instructions.

The undersigned understands and agrees that all the terms and provisions of the Original Instructions have been met and complied with to the full satisfaction of the undersigned. Upon final disbursement of funds held by WFG pursuant to these instructions, this Escrow shall be closed and terminated by WFG, with no further liability or responsibility whatsoever to WFG.

Seller:

Date: May 1, 2019

DocuSigned by:
E C Bursey
Eustachius C. Bursey 2AEB4EC3606E41F

Buyer:

Date: _____

Precision Assets, LLC

DocuSigned by:
Ivi Segal **Date:** May 1, 2019
25CDE7BCFC8B4A3



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.



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

ALTA Owner's Policy
Revised 06-17-06

Form No. 3155400

Copyright 2006-2013 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use.
All other uses are prohibited. Reprinted under license from the American Land Title Association.



Dattala MIL Joinder Page 11 of 74
Dattala Writ

PRECISION0075
Petitioner's Appendix

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

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 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.

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.

Form No. 3155400

**ALTA Owner's Policy
Revised 06-17-06**

Copyright 2006-2013 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION

Dattala MIL Joinder Page 13 of 74

Dattala Writ

PRECISION0077
Petitioner's Appendix

Page 1134 of 1392

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



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

Handwritten signature of authorized countersignature

Authorized Countersignature

WFG NATIONAL TITLE INSURANCE COMPANY

By:
President

ATTEST:
Secretary



Form No. 3155400

ALTA Owner's Policy
Revised 06-17-06

Copyright 2006-2013 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Dattala MIL Joinder Page 15 of 74
Dattala Writ

PRECISION0079
Petitioner's Appendix

Page 1136 of 1392

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.

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.

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

Form No. 3155400

ALTA Owner's Policy
Revised 06-17-06

Copyright 2006-2013 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION

Dattala MIL Joinder Page 18 of 74
Dattala Writ

PRECISION0082
Petitioner's Appendix

Page 1139 of 1392

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.

- (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

ALTA Owner's Policy
Revised 06-17-06

Form No. 3155400

Copyright 2006-2013 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION

Dattala MIL Joinder Page 20 of 74
Dattala Writ

PRECISION0084
Petitioner's Appendix

Page 1141 of 1392

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.

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 covenants, 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
121AA85672B24B6

Jared Vidales
Name: _____
Date: Apr 9, 2019

Assignee: DocuSigned by:
Avi Segal
25CDE7BCFC8E4A3

Avi Segal
Name: _____
Date: Apr 9, 2019

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

This Assignment of Contract ("Contract") is made 2019-04-12 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: 15,000.00

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

Total Purchase Price: 110,000.00

Cash or financing (Lender Name): _____

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 covenants, 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
121AA85672B24B6..

Jared Vidales

Name: _____

Date: Apr 12, 2019

Assignee: DocuSigned by:
Avi Segal
25CDE78CFC8B4A3

Avi Segal

Name: _____

Date: Apr 12, 2019

American Land Title Association

ALTA Settlement Statement - Borrower
Adopted 05-01-2015

File No./Escrow No.: 19-274856
Officer/Escrow Officer: Jenine Santos

WFG National Title Insurance
Company
7450 Arroyo Crossing Pkwy, Suite
270
Las Vegas, NV 89113
(702) 777-8282

Property Address: 50 SACRAMENTO DRIVE
LAS VEGAS, NV 89110 (CLARK)
(140-31-817-043)

Borrower: **PRECISION ASSETS, LLC**
6700 Paradise Rd
Ste A-1
Las Vegas, NV 89119

Lender:

Settlement Date:
Disbursement Date: 4/15/2019

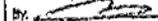
Description	Borrower		
	P.O.C.	Debit	Credit
Deposits, Credits, Debits		\$95,000.00	
Contract sales price			\$5,000.00
Deposit or Earnest Money			
Promotions		\$22.88	
Other (Paid) 4/15/2019 to 6/1/2019 @ \$44.79/Quarter		\$11.50	
City/town taxes 4/15/2019 to 5/1/2019 @ \$63.87/Quarter		\$97.76	
County taxes 4/15/2019 to 7/1/2019 @ \$463.43/Year			
Title Charges		\$485.00	
Owner's coverage \$95,000.00 Premium to WFG National Title Insurance Company		\$420.00	
Settlement or closing fee to WFG National Title Insurance Company		\$25.00	
Write Processing Fee to WFG National Title Insurance Company		\$40.00	
Government Recording and Transfer Charges		\$40.00	
Recording fees: Deed \$40.00		\$484.50	
County tax/stamp: Deed \$484.50		\$25.00	
eRecording Fee to WFG National Title Insurance Company			
Additional Settlement Charges		\$63.97	
Payoff: Sewer to City of Las Vegas		\$15,000.00	
Buyer Assignment Fee to HCO Residential LLC			
	P.O.C.	Debit	Credit
Subtotal	\$0.00	\$111,675.61	\$5,000.00
Due From Borrower	\$0.00	\$111,675.61	\$116,675.61
Total			

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize WFG National Title Insurance Company to cause the funds to be disbursed in accordance with this statement.

BORROWER(S)

Precision Assets, LLC

By:  Date: 4/12/19

SETTLEMENT COORDINATOR

Jenine Santos



WFG National Title Insurance Company
a Wellston 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

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

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:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
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 or \$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.

- 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.

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

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



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**



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 94-72/1224 NV 81320
		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	
⑈013584⑈ ⑆122400724⑆ 501012226818⑈			

Photo Safe Deposit®
Details on Back.



WFG National Title Insurance Company
a Williston Financial Group company

ESCROW INSTRUCTIONS - SALE

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

Eustachius Bursey

Buyer:

Date: _____

Precision Assets, LLC

By. _____

Date: 4/12/19

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 presentation 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.

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:

Eustachius Bursey

Date: _____

Buyer:
Precision Assets, LLC

Date: _____

By: _____ Date: 4/2/19



WFG National Title Insurance Company
a William 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.

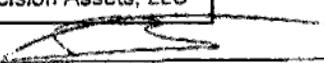
EACH OF THE UNDERSIGNED STATES THAT EACH HAS READ THE FOREGOING INSTRUCTIONS UNDERSTANDS THEM AND ACKNOWLEDGES RECEIPT OF A COPY OF THESE INSTRUCTIONS.

Seller: _____ Date: _____

Eustachius Bursey

Buyer: _____ Date: _____

Precision Assets, LLC

By:  Date: 4/12/2019



**SUPPLEMENTAL ESCROW INSTRUCTIONS
HOLDBACK OF FUNDS**

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

To: WFG National Title Insurance Company, Escrow Agent

Escrow Agent is authorized and instructed to hold back from the Seller funds collected by Escrow Agent in the closing of the escrow the amount of \$5,000.00 ("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:

Property to be vacated by 04/30/19.
If subject property is not vacated by said date a per diem of \$100 a day will be deducted from the \$5,000.00 holdback until property is vacant.

In the event the forgoing conditions to disbursement have not been satisfied on or before 4/30/19, 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 Seller 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.

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.

Seller:

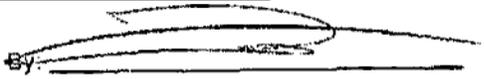
Date: _____

Eustachius Bursey

Buyer:

Date: 4/2/19 _____

Precision Assets, LLC

By: _____




BUYER GENERAL INFORMATION FORM

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

SEND MY CLOSING DOCUMENTS VIA THE FOLOWING METHOD: (CHOOSE ONE)

- Hold for pick up at WFG National Title Insurance Company
- Mail to address indicated below.
- Overnight by service of your choice to the address below and charge \$25.00 to my settlement statement for this service.
- Deliver to our Real Estate Agent. - *Runner Services - Do NOT Mail.*

MAILING ADDRESS INFORMATION:

- Property: 50 Sacramento Drive, Las Vegas, NV 89110
- Other: 6700 PARADISE Rd. Ste. A-1
LAS VEGAS, NV 89119

Daytime Phone Number: _____
Cell Phone Number: _____
Email Address: _____

Date: _____

Precision Assets, LLC
By: [Signature] Date: 4/12/19

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessors 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

**FOR RECORDER'S OPTIONAL USE
ONLY**

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

Other _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$95,000.00
Transfer Tax Value: \$95,000.00
Real Property Transfer Tax Due: \$484.50

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 Grantor

Signature  Capacity Grantee

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Eustachius Bursey
Address: 50 Sacramento Drive
City: Las Vegas
State: Nevada Zip: 89110

Print Name: Precision Assets, LLC
Address: 6700 Paradise Rd., Ste. A-1
City: Las Vegas
State: Nevada Zip: 89119

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer

Print Name: WFG National Title Insurance Company Escrow #: 19-274856
Address: 7450 Arroyo Crossing Parkway, Suite 270
City: Las Vegas State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



**ESCROW DISCLOSURE
FUNCTION OF ESCROW AGENT**

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

THIS DISCLAIMER STATEMENT IS HEREBY MADE A PART OF THE THOSE CERTAIN INSTRUCTIONS TO ESCROW EXECUTED BY THE UNDERSIGNED PARTIES IN REGARDS TO THE ABOVE REFERENCED ESCROW NUMBER.

The undersigned parties acknowledge that WFG National Title Insurance Company is acting as the "Escrow Agent" for this transaction and that the Escrow Agent's function is to be a disinterested third party taking mutual instructions from the parties to a transaction for preparation of documentation to complete the parties' prior agreements.

The Escrow Agent is **NOT AN ATTORNEY** and **CANNOT ADVISE** the parties as to any legal, business regulations or tax consequences of any provision of any document and/or instrument set forth or prepared in connection with this transaction. The undersigned have read and understand each document to which we have affixed our signatures and have authorized and instructed Escrow Agent in the manner in which any blanks remaining in said form are to be completed.

The undersigned hereby certify that we have received a sufficient explanation from Escrow Agent as to any question we may have had pertaining to the Escrow Instruction(s) or the Escrow Agent's role in this transaction. We understand that the subject escrow shall close in accordance with the matters set forth in the Escrow Instructions we have executed.

The undersigned hereby acknowledge and agree to hold WFG National Title Insurance Company, its employees and agents, and designated underwriter, harmless from any loss or damage that may be suffered by Buyer by reason of Buyer's failure to comply with the provisions of the Foreign Investment in Real Property Tax Act.

It is expressly understood by the undersigned that the documents recorded in this transaction will be a matter of public record at the close of escrow, thereby disclosing transfer of title of the subject property.

DO NOT AFFIX YOUR SIGNATURES BELOW UNTIL YOU HAVE READ AND AGREED WITH THE MATTERS SET FORTH HEREIN. SHOULD YOU STILL HAVE QUESTIONS REGARDING ANY OF THE MATTERS RELATED TO THIS TRANSACTION, YOU ARE ADVISED TO SEEK THE ADVICE OF LEGAL COUNSEL.

Seller: _____ **Date:** _____

Eustachius Bursey

Buyer: _____ **Date:** _____

Precision Assets, LLC

By _____ Date: 4-12-19



PRELIMINARY REPORT APPROVAL

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

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

The undersigned have received, read and approved that certain Preliminary Report of Title issued by WFG National Title Insurance Company under the above referenced escrow number, and dated March 19, 2019, a copy of which is attached hereto and made a part thereof.

I/We have specifically read and acknowledged the legal description, title vesting, and all items shown as exceptions in said report and the coverage afforded by the contemplated policy of title insurance to be issued at the close of escrow

The policy of title insurance to be issued shall be subject to Exception Numbers 1-8 of said preliminary report and subject to any new financing created herein, if applicable. All other exceptions listed in said report are to be eliminated. The undersigned parties know of no other matters pertaining to the condition of title other than as stated in the above referenced report.

Seller: _____ **Date:** _____

Eustachius Bursey

Buyer: _____ **Date:** _____

Precision Assets, LLC

By: _____ Date: 4-12-19



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 8, 2019

PRELIMINARY REPORT

Order Number: **19-274856**
Escrow Officer: **Jenine Santos**
Phone: **(702) 777-8292**
Fax:
Email: **jenine.santos@wfgnationaltitle.com**

DATE: 4/12-19
RECEIVED BY: [Signature]

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

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:

John Dattala

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

*

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. Deed of Trust and the terms and conditions thereof:

Grantor:	Eustachius Cornelius Bursey
Trustee:	John Dattala
Lender/Beneficiary:	John Dattala
Original Amount:	\$150,000.00
Dated:	June 3, 2018
Recorded:	August 2, 2018
Recording No.:	<u>20180802-0002960</u>
10. The rights of Eustachius Cornelius Bursey, in and to the within property, as disclosed by Deed of Trust, recorded on August 2, 2018, in Book 20180802-, Instrument 002960, of Official Records.
11. PROPER SHOWING as to the marital status of Eustachius Cornelius Bursey and, if married, RECORDATION of a proper instrument divesting the interest of the spouse.

NOTE: The right is reserved to make additional exceptions/requirements upon disclosure of the name(s) of the spouse of the proposed insured, if married.
12. PROPER SHOWING as to the marital status of John Dattala and, if married, RECORDATION of a proper instrument divesting the interest of the spouse.

NOTE: The right is reserved to make additional exceptions/requirements upon disclosure of the name(s) of the spouse of the proposed insured, if married.
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

Inst #: 20201123-0001698

Fees: \$42.00

RPTT: \$0.00 Ex #: 003

11/23/2020 12:33:08 PM

Receipt #: 4301922

Requestor:

WFG National Title Compan

Recorded By: CHERIE Pgs: 7

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, A NEVADA
CORPORATION
6700 PARADISE RD.
STE. A-1
LAS VEGAS, NV 89119

Re-Record Grant Bargain Sale Deed to Correct Buyer's Vesting

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

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

Inst #: 20190415-0002065
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

GRANT, BARGAIN, SALE DEED

R.P.T.T. \$484.50

THIS INDENTURE WITNESSETH: That

Eustachius C. Burse, 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~~ *is A Nevada Corporation*

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. Bursey
Eustachius Bursey
Eustachius C Bursey

STATE OF NEVADA
COUNTY OF CLARK

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

Jenine A. Santos
Notary Public for Nevada
My Commission Expires: 6/26/21

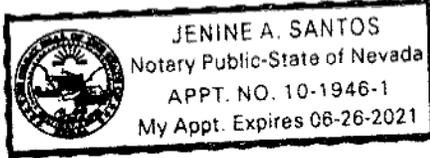


EXHIBIT "A"
LEGAL DESCRIPTION

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

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors 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

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes:

Other _____

3. Total Value/Sales Price of Property: \$95,000.00
Deed in Lieu of Foreclosure Only (value of property) (_____)
Transfer Tax Value: \$95,000.00
Real Property Transfer Tax Due: \$484.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # N/A
- b. Explain Reason for Exemption: N/A

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 E.C. Bursey Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: EUSTACHIUS C. BURSEY
Address: 50 Sacramento Drive
City: Las Vegas
State: Nevada Zip: 89110

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Precision Assets, LLC
Address: 6700 Paradise Rd., Ste. A-1
City: Las Vegas
State: Nevada Zip: 89119

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

Print Name: WFG National Title Insurance Company Escrow #: 19-274856
Address: 7450 Arroyo Crossing Parkway, Suite 270
City: Las Vegas State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessors 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

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

Other _____

3. Total Value/Sales Price of Property: \$95,000.00
Deed in Lieu of Foreclosure Only (value of property) _____
Transfer Tax Value: \$95,000.00
Real Property Transfer Tax Due: \$484.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # N/A
- b. Explain Reason for Exemption: N/A

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 Grantor

Signature [Signature] Capacity Grantee

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: EUSTACHIUS C. BURSET
Address: 50 Sacramento Drive
City: Las Vegas
State: Nevada Zip: 89110

Print Name: Precision Assets, LLC
Address: 6700 Paradise Rd., Ste. A-1
City: Las Vegas
State: Nevada Zip: 89119

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer

Print Name: WFG National Title Insurance Company Escrow #: 19-274856
Address: 7450 Arroyo Crossing Parkway, Suite 270
City: Las Vegas State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessors 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

**FOR RECORDER'S OPTIONAL USE
ONLY**

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

Other _____

3. Total Value/Sales Price of Property: \$0.00

Deed in Lieu of Foreclosure Only (value of property) (_____)

Transfer Tax Value: \$0.00

Real Property Transfer Tax Due: Exempt

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # 3
- b. Explain Reason for Exemption: Re-Record GBSD Instr# 20190415-0002065 To Correct Buyer's Vesting

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 Escrow Officer

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Eustachius C. Burse

Address: 50 Sacramento Drive

City: Las Vegas

State: Nevada Zip: 89110

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Precision Assets, LLC, a Nevada Corporation

Address: 6700 Paradise Rd., Ste. A-1

City: Las Vegas

State: Nevada Zip: 89119

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

Print Name: WFG National Title Insurance Company Escrow #: 19-274856

Address: 7450 Arroyo Crossing Parkway, Suite 270

City: Las Vegas State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

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

MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:

PRECISION ASSETS A NEVEADA
CORPORATION
410 S. Rampart Blvd.
#390
LAS VEGAS, NV 89145

Inst #: 20210212-0002883
Fees: \$42.00
RPTT: \$0.00 Ex #: 003
02/12/2021 11:22:34 AM
Receipt #: 4402986
Requestor:
WFG National Title Compan
Recorded By: HAMMV Pgs: 9
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

Re-Record Grant Bargain Sale Deed to Correct Buyer's Vesting

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

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

**MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:**

PRECISION ASSETS, /LLQ/ A NEVADA
CORPORATION
6700 PARADISE RD.
STE. A-1
LAS VEGAS, NV 89119

Inst #: 20201123-0001698
Fees: \$42.00
RPTT: \$0.00 Ex #: 003
11/23/2020 12:33:08 PM
Receipt #: 4301922
Requestor:
WFG National Title Compan
Recorded By: CHERIE Pgs: 7
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

Re-Record Grant Bargain Sale Deed to Correct Buyer's Vesting

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

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

Inst #: 20190415-0002065
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

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 a Nevada Corporation

Precision Assets, LLC, a Nevada Limited Liability Company ~~is~~ is A Nevada Corporation,

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. Bursey
Eustachius Bursey
Eustachius C Bursey

STATE OF NEVADA
COUNTY OF CLARK

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

Jenine A. Santos
Notary Public for Nevada
My Commission Expires: 6/26/21

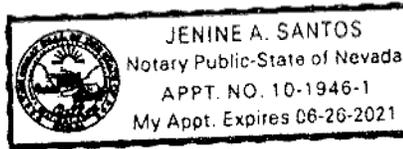


EXHIBIT "A"
LEGAL DESCRIPTION

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

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors 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

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

<input type="checkbox"/> Other	_____
--------------------------------	-------

3. Total Value/Sales Price of Property: \$95,000.00
Deed in Lieu of Foreclosure Only (value of property) _____
Transfer Tax Value: \$95,000.00
Real Property Transfer Tax Due: \$484.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # N/A
- b. Explain Reason for Exemption. N/A

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 E.C. Bursey Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: EUSTOCHIUS C. BURSEY
Address: 50 Sacramento Drive
City: Las Vegas
State: Nevada Zip: 89110

Print Name: Precision Assets, LLC
Address: 6700 Paradise Rd., Ste. A-1
City: Las Vegas
State: Nevada Zip: 89119

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer

Print Name: WFG National Title Insurance Company Escrow #: 19-274856
Address: 7450 Arroyo Crossing Parkway, Suite 270
City: Las Vegas State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors 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

FOR RECORDER'S OPTIONAL USE
ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes:

Other _____

3 Total Value/Sales Price of Property: \$95,000.00
Deed in Lieu of Foreclosure Only (value of property) _____
Transfer Tax Value: \$95,000.00
Real Property Transfer Tax Due: \$484.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090. Section # N/A
- b. Explain Reason for Exemption: N/A

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 Grantor

Signature  Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: EUSTACHIUS C. BURSET
Address: 50 Sacramento Drive
City: Las Vegas
State: Nevada Zip: 89110

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Precision Assets, LLC
Address: 6700 Paradise Rd., Ste. A-1
City: Las Vegas
State: Nevada Zip: 89119

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer

Print Name: WFG National Title Insurance Company Escrow #: 19-274856
Address: 7450 Arroyo Crossing Parkway, Suite 270
City: Las Vegas State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessors 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

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

Other _____

3. Total Value/Sales Price of Property: \$0.00
Deed in Lieu of Foreclosure Only (value of property) (_____)
Transfer Tax Value: \$0.00
Real Property Transfer Tax Due: Exempt

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # 3
- b. Explain Reason for Exemption: Re-Record GBSD Instr# 20190415-0002065 To Correct Buyer's Vesting

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 Escrow Officer

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Eustachius C. Burse
Address: 50 Sacramento Drive
City: Las Vegas
State: Nevada Zip: 89110

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Precision Assets, LLC/ a Nevada Corporation
Address: 6700 Paradise Rd., Ste. A-1
City: Las Vegas
State: Nevada Zip: 89119

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

Print Name: WFG National Title Insurance Company Escrow #: 19-274856
Address: 7450 Arroyo Crossing Parkway, Suite 270
City: Las Vegas State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessors 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

**FOR RECORDER'S OPTIONAL USE
ONLY**

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

Other _____

3. Total Value/Sales Price of Property:

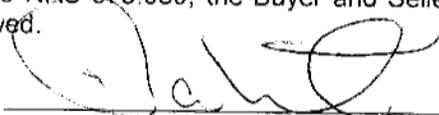
Deed in Lieu of Foreclosure Only (value of property) \$ _____
(_____)
Transfer Tax Value: \$ _____
Real Property Transfer Tax Due: \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # 3
- b. Explain Reason for Exemption: Re-Record Grant deed to Correct Buyer's Vesting

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 Agent

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Eustachius C. Burse
Address: 50 Sacramento Drive
City: Las Vegas
State: Nevada Zip: 89110

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Precision Assets, a Nevada Corporation
Address: 410 S. Rampart Blvd #390
City: Las Vegas
State: Nevada Zip: 89145

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

Print Name: WFG National Title Insurance Company Escrow #: 19-274856
Address: 7450 Arroyo Crossing Parkway, Suite 270
City: Las Vegas State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Case Information

Case Number	Department	Case Name
A-19-794335-C	Department 14	Escobar, Adriana
Case Date	Case Type	Case Status
05/07/2019	Other Title to Property	Reopened

Party

Party Name
Dattala, John

Party Address
XX/XX/XXXX

Address
43 Ronald Lane
Las Vegas NV 89110

Party Role
Lead Attorney
Childs, Benjamin B.,
ESQ
Retained

Party Name
Dattala, John

Party Address
XX/XX/XXXX

Address
43 Ronald Lane
Las Vegas NV 89110

Party Role
Lead Attorney
Childs, Benjamin B.,
ESQ
Retained

Party Name
Burse, Eustachius C

Party Address
50 Sacramento DR

Party Role
Lead Attorney
Kleven, Dale K.
Retained

Las Vegas NV 89110

Pro Se

Attorney
Fronczek, Thomas
Retained

Acry Development LLC

Lead Attorney
Benedict, John G
Retained

Attorney
Dziminski, Brian R.
Retained

Medina, Lillian

Attorney
Hansen, Joel F.
Retained

Lead Attorney
Hansen, Jonathan J.
Retained

WFG National Title Insurance Company

Address
4000 S Eastern Ave Suite 100
Las Vegas NV 89119

Lead Attorney
Lancaster, Aaron
Retained

Attorney
Miller, Christina V.
Retained

Attorney
Riether, Robert A
Retained

Attorney
Bao, Andrew A.
Retained

WFG National Title Insurance Company
Address
4000 S Eastern Ave Suite 100
Las Vegas NV 89119

Lead Attorney
Lancaster, Aaron
Retained

Attorney
Miller, Christina V.
Retained

Attorney
Riether, Robert A
Retained

Attorney
Bao, Andrew A.
Retained

Precision Assets

Lead Attorney
Ball, Zachary T
Retained

Precision Assets LLC

Attorney
Benedict, John G
Retained

Lead Attorney
Ball, Zachary T
Retained

Attorney
Bao, Andrew A.

[271] Clerk's Notice of Nonconforming Document

Escobar, Adriana

Escobar, Adriana

11:00 AM

[272] Crossclaimant Precision Asset's Objection to Crossclaim Defendant WFG National Title Insurance Company's Proposed Jury Instructions

Escobar, Adriana

Escobar, Adriana

Escobar, Adriana

Escobar, Adriana

11:00 AM

Escobar, Adriana

Vacated and Reset

Parties Present ▲

Plaintiff: Dattala, John

Attorney: Childs, Benjamin B., ESQ

Cross Claimant

Attorney: Benedict, John G

Defendant

Attorney: Benedict, John G

Defendant

Attorney: Lancaster, Aaron

Escobar, Adriana

Escobar, Adriana

Escobar, Adriana

Escobar, Adriana

11:00 AM

Escobar, Adriana

Granted

Escobar, Adriana

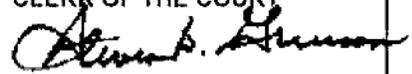
Plaintiff's Prove- Up Hearing

Parties Present ▲

Plaintiff: Dattala, John

Attorney: Childs, Benjamin B., ESQ

Escobar, Adriana



1 BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
2 318 S. Maryland Parkway
Las Vegas, Nevada 89101
3 (702) 251 0000
Fax 385 1847
4 ben@benchilds.com
Attorney for Plaintiff/Counterdefendant

5
6 DISTRICT COURT
CLARK COUNTY, NEVADA

7 JOHN DATTALA

8 Plaintiff
9 vs.

Case # A-19-794335-C
Dept # 14

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

13 Defendants

HEARING : 11/16/2021
10:00 AM

14 =====
15 AND RELATED ACTIONS
16 =====

17 SUPPLEMENT TO
DATTALA'S MOTION FOR RECONSIDERATION

18
19 Plaintiff JOHN DATTALA [Dattala] supplements his Motion for Reconsideration
20 [the Motion] of the decision on Precision Assets' motion for summary judgment against
21 himself and the resultant decision to cancel the Lis Pendens' recorded by Dattala
22 against 50 Sacramento and 59 Sacramento. The decisions were announced from the
23 bench on September 28, 2021.

24 On October 15, 2021, FINDINGS OF FACTS, CONCLUSIONS OF LAW AND
25 JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR
26 OF JOHN DATTALA [FFCL] was filed, which contains express findings as set forth
27 below. [Exhibit 3] The FFCL are another reason for reconsideration of the summary
28 judgment decision and other decision which is the subject of the Motion.

1 FACTS ESTABLISHED IN THE FFCL

2
3 From the FFCL, the following are now factual findings. The most relevant
4 findings for purposes of the Motion are in **bold**.

5
6 3. Defendant EUSTACHIUS C. BURSEY [Burse] at all times
7 relevant to the transactions described herein was a resident of
8 Las Vegas, Clark County, Nevada. Bursey is now a resident of
9 Detroit, Wayne County, Michigan.

10 10. When Dattala met Bursey in 2016, Dattala owned the parcels of
11 real property described below, referred to collectively as the
12 Subject Properties.

13
14 a. 50 Sacramento Dr Las Vegas, NV 89110 was his residence
15 since 1992 [referred to herein as the 50 Sacramento Property].

16 Street Address : 50 Sacramento Dr Las Vegas, NV
17 89110

18 Brief Legal Description :

19 Lot 28 in Block 2 of MEADOW HOMES UNIT # 1 as shown in
20 PLAT BOOK 7 PAGE 5 in the Clark County Recorder's Office.
21 APN 140-31-817-043

22 b. 59 Sacramento Dr Las Vegas, NV 89110 [referred to
23 herein as the 59 Sacramento Property].

24 Street Address : 59 Sacramento Dr Las Vegas, NV
25 89110

26 Brief Legal Description :

27 Lot 87 in Block 5 of MEADOW HOMES UNIT # 3 2nd Amended as
28 shown in PLAT BOOK 9 PAGE 63 in the Clark County Recorder's
Office.
APN 140-31-810-025

11. Dattala had no relationship with Bursey other than through the

1 dealings with the three Properties described above.

2 12. Throughout his dealings with Bursey, Dattala drafted no
3 documents. Dattala is at most semi-literate and is incapable of
4 drafting legal documents involving real estate transactions.
5 Dattala does not even have a copier and until the middle of May,
6 2019 did not have an email address.

7 13. In 2017 Bursey sought to befriend Dattala and raised the idea of
8 Dattala selling Dattala's three properties described above.

9 14. Bursey presented Dattala with a Purchase Agreement which was
10 signed by Bursey and Dattala on June 3, 2018 for the purchase of
11 the 50 Sacramento Property. The June 3, 2018 Purchase
12 Agreement required Bursey pay Dattala \$5,000 and transfer was
13 to be by "Warranty Deed or DEED OF TRUST". A Deed of Trust
14 in the amount of \$150,000 was recorded on August 2, 2018
15 encumbering title to the 50 Sacramento Property.
16 Bursey did pay Dattala \$5,000 on or about June 3, 2018 as
17 required by the June 3, 2018 Purchase Agreement
18 The August 2, 2018 Deed of Trust encumbering title to the 50
19 Sacramento Property states there is an associated Promissory
20 Note, but Dattala does not believe there was ever a Promissory
21 Note executed which was associated with the August 2, 2018
22 Deed of Trust.

23 With regards to the August 2, 2018 Deed of Trust encumbering
24 title to the 50 Sacramento Property, Bursey did pay \$1,443 per
25 month for ten months starting August, 2018, with the last payment
26 being made May 4, 2019.

27 15. In the latter part of the year 2018, Bursey made the following
28 factual representations to Dattala :

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

- a. That Bursey's father had died.
- b. That Bursey expected an inheritance from his deceased father's estate
- c. That Bursey wanted to buy the 59 Sacramento Property and the Colusa Property from Dattala and planned to pay Dattala when Bursey received his inheritance from his father's estate.

16. On March 19, 2019, and again on March 27, 2019, Bursey represented to Dattala that Bursey needed to fix the 50 Sacramento Property so he could bring it up to code and get insurance and move back in, and that he had "a child on the way in September".

17. Bursey's representations in the latter part of the year 2018 that his father had died and that he was waiting for his inheritance to come were false, when he made those representations Bursey knew those representations were false, and Bursey made those representations to induce Dattala to enter into sales agreements for the 59 Sacramento Property and the Colusa Property.

18. Bursey's representation on March 19, 2019, and again on March 27, 2019 to Dattala that Bursey needed to fix the 50 Sacramento Property so he could bring it up to code and get insurance and move back in, and that he had "a child on the way in September" were false, when he made those representations Bursey knew those representations were false, and Bursey made those representations to induce Dattala to enter into sales agreements for the 59 Sacramento Property and the Colusa Property.

- 1 19. For a purported purchase of the 59 Sacramento Property Bursey
2 presented Dattala with a Deed of Trust in the amount of \$220,000
3 dated April 15, 2019 with a Zillow printout and amortization
4 schedule at 8% interest.
- 5 20. For a purported purchase of the 59 Sacramento Property, Bursey
6 paid Dattala \$10,000 purportedly as an Earnest Money Deposit
7 on April 19, 2019.
- 8 **21. Bursey knew he did not intend to purchase the 59**
9 **Sacramento Property for \$220,000 at the time he presented**
10 **Dattala with what was purported to be \$10,000 as an Earnest**
11 **Money Deposit on April 19, 2019.**
- 12 **22. Bursey knew he did not intend to purchase the 59**
13 **Sacramento Property for \$220,000 at the time he presented**
14 **Dattala with a Deed of Trust in the amount of \$220,000 dated**
15 **April 15, 2019 with a Zillow printout and amortization**
16 **schedule at 8% interest.**
- 17 23. In April, 2019 Bursey stated to Dattala that once Bursey received
18 his inheritance from his father's estate, he would pay Dattala the
19 balance of the purchase prices for the 59 Sacramento Property as
20 the April 19, 2019 \$10,000 payment was just earnest money or
21 down payment until Bursey's inheritance came.
- 22 24. In April, 2019, but prior to April 19, 2019, Bursy stated to Dattala
23 that Bursey was waiting for money from his inheritance and would
24 rent the properties out and make payments until he received his
25 inheritance.
- 26 25. In April, 2019, but prior to April 19, 2019, Bursy stated to Dattala
27 that Bursey had to have a property management company come
28 in to clean up the 59 Scaramento Property and that he needed to

1 have documents signed and notarized.

- 2 **26. Bursey arranged for Dattala to sign two documents on April**
3 **5, 2019 being represented as a Warranty Deed and and a**
4 **Deed of Trust and then Bursey had Dattala acknowledge his**
5 **signatures on those two documents to Bonita Spencer**
6 **[Spencer herein], a Nevada Notary Public, on the same date.**
- 7 **27. Dattala did not know, and was never told, that Bursey**
8 **intended to attach the signature page from one of the**
9 **documents Dattala had signed and acknowledged to**
10 **Spencer on April 5, 2019 to a Quitclaim Deed and that Bursey**
11 **intended to, and did, record that Quitclaim Deed to attempt to**
12 **obtain record title to the 50 Sacramento Property.**
- 13 **28. Dattala did not know, and was never told, that Bursey**
14 **intended to attach the signature page from one of the**
15 **documents Dattala had signed and acknowledged to**
16 **Spencer on April 5, 2019 to a Deed of Reconveyance and that**
17 **Bursey intended to, and did, record that Deed of**
18 **Reconveyance to attempt to remove the lien created by the**
19 **Deed of Trust described in Paragraph 14 above, which Deed**
20 **of Trust encumbered title to the 50 Sacramento Property.**
- 21 **29. Bursey forged Dattala's signature on a document entitled**
22 **NOTICE OF PURCHASE purportedly dated April 1, 2019 in an**
23 **attempt to justify why Dattala would accept a total amount of**
24 **\$10,000 from Bursey for the purported purchase of the 50**
25 **Sacramento Property, when Dattala was entitled to receive**
26 **payments under the Deed of Trust described in Paragraph 14**
27 **above.**
- 28 **30. On April 29, 2019 Bursey and Medina conspired to further**

1 **Bursey's fraudulent scheme by forging Dattala's signature**
2 **on two documents titled Affidavit of Grantor purporting to**
3 **state that Dattala was making numerous factual**
4 **representations about the title to the 59 Sacramento Property**
5 **and the Colusa Property, with Medina notarizing that**
6 **document.**

7 **41. Without an escrow or title insurance, Bursey recorded**
8 **Quitclaim Deeds for the Subject Properties as set forth below**
9 **:**

- 10 **a. For the 50 Sacramento Property, Quitclaim Deed**
11 **recorded April 8, 2019. As set forth in Paragraph 27**
12 **above, Bursey attached the signature page from one of**
13 **the documents Dattala had signed and acknowledged**
14 **to Spencer on April 5, 2019 to the Quitclaim Deed**
15 **Bursey recorded in an attempt to obtain title to the 50**
16 **Sacramento Property.**
- 17 **b. For the 59 Sacramento Property, Quitclaim Deed**
18 **recorded April 22, 2019.**
- 19 **c. For the Colusa Property, Quitclaim Deed recorded April 22,**
20 **2019.**

21 **42. Ownership and financial issues regarding the Colusa Property**
22 **were resolved by FINDINGS OF FACTS, CONCLUSIONS OF**
23 **LAW AND JUDGMENT filed in this case on October 15, 2020.**

24 **43. Dattla was tricked and defrauded into signing the Quitclaim**
25 **Deed for the 59 Sacramento Property to Bursey and Plaintiff**
26 **received only the payment set forth in the table below from**
27 **Bursey.**

Property	Amount Received \$	Purchase Amount \$	DOV ¹ Amount \$
50 Sacramento	5,000 + 14,443 payments on Deed of Trust	150,000	73,540
59 Sacramento	10,000	220,000	79,091
Total	29,443 ²	370,000	152,263

44. Based on the purchase contracts drafted by Bursey, Dattala should have received a total of \$370,000 for the 50 Sacramento and the 59 Sacramento Properties, but instead received \$10,000 in earnest money down payments and \$4,467 principal and \$9,976 interest.

Dattala should have received a total of \$152,263 based on the Declaration of Value forms for the 50 Sacramento and the 59 Sacramento Properties, which statements are made "under penalty of perjury", executed by Bursey, or Bursey's agent, attached to the recorded Quitclaim Deeds.

45. As to the 50 Sacramento Property, Bursey immediately transferred his interest to Precision Assets, LLC by Grant, Bargain and Sale deed recorded April 15, 2019, purportedly for \$95,000.

47. As to the 59 Sacramento Property, Bursey immediately transferred his interest to Precision Assets by Grant, Bargain and

¹ DOV is an abbreviation of the Declaration of Value form which is signed "under penalty of perjury" and is required to be recorded with each deed stating the transaction value.

². \$4,467 of principal and \$9,976 of interest

1 Sale deed recorded May 2, 2019, purportedly for \$130,000.

2 48. Dattala seeks to impose a constructive trust on the proceeds of
3 the sales to Bursey and on title to the 50 Sacramento Property
4 and the 59 Sacramento Properties based on Bursey obtaining the
5 Quitclaim Deeds from Plaintiff by fraud and failing to pay fair
6 value for the 50 Sacramento and the 59 Sacramento properties
7 as described above. **Bursey further attached a signature**
8 **page from another document to the deed to the 50**
9 **Sacramento Property as set forth in Paragraph 27 above.**

10 49. **Bursey and Medina engaged in concerted action intended to**
11 **accomplish an unlawful objective for the purpose of harming**
12 **Plaintiff.**

13 57. **Bursey never paid Plaintiff the full amount due to Plaintiff,**
14 **and Plaintiff never received the full amount due to him from**
15 **Bursey for the sale of the Subject Properties.**

16 58. **When Bursey transferred his interest in the 50 Sacramento**
17 **Property on April 15, 2019, it was with actual intent to**
18 **hinder, delay or defraud Plaintiff.**

19 59. **When Bursey transferred his interest in the 59 Sacramento**
20 **Property on May 2, 2019, it was with actual intent to hinder,**
21 **delay or defraud Plaintiff.**

22 60. Plaintiff suffered damages as a result of Bursey's actions.

23 62. **The forged Affidavits of Grantor described in Paragraph 30**
24 **above are evidence of the concert of action between Bursey**
25 **and Medina.**

26 63. **Bursey and Medina engaged in concerted action to allow**
27 **Bursey to sell the 50 Sacramento Property and the 59**
28 **Sacramento Property using an escrow and title insurance as**

1 described above.

2 **64. The concerted action engaged in by Bursey and Medina was**
3 **intended to accomplish an unlawful objective for the purpose**
4 **of harming Plaintiff.**

5 65. Plaintiff was damaged by the act or acts of Bursey and Medina
6 and Plaintiff has suffered and will suffer general and
7 consequential damages in excess of fifteen thousand dollars
8 (\$15,000), exclusive of costs and interest, in an amount to be
9 determined according to proof adduced at trial.

10 66. Plaintiff has further been required to retain the services of an
11 attorney to prosecute this action on its behalf, and as such are
12 entitled to attorney's fees and costs incurred in prosecuting this
13 matter.

14 **84. Defendant Bursey engaged in criminal enterprise with at**
15 **least one other individual and engaged in criminal activity by**
16 **knowingly making false representations of fact to commit**
17 **fraud on Plaintiff, forging Plaintiff's signature on real estate**
18 **and financial documents, placing forged documents in the**
19 **pubic record, committing perjury by executing and recording**
20 **false Declaration of Value forms, and conspiring with Medina**
21 **as a Nevada Notary Public to fabricate signatures on**
22 **documents, to sign and stamp real estate documents with**
23 **notary seals to give the document the appearance of**
24 **authenticity, genuineness and enforceability.**

25 **85. Defendant Medina engaged in criminal enterprise with at**
26 **least one other individual by engaging in criminal activity**
27 **with Bursey by falsely notarizing real estate documents in**
28 **violation of NRS 240.001 to 240.169, inclusive, or a regulation**

1 or order adopted or issued pursuant thereto, by forging
2 Dattala's signature in her notary book, and by committing
3 perjury by executing the affidavits described above in
4 Paragraphs 34 and 35.

5 **86. NRS 240.175 makes violation of NRS 240.001 to 240.169,**
6 **inclusive, or a regulation or order adopted or issued**
7 **pursuant thereto, a category D felony.**

8 **87. Defendant Medina engaged in criminal enterprise with at**
9 **least one other individual, that being Bursey, by engaging in**
10 **criminal activity with Bursey by violating NRS 205.120, which**
11 **is a category D felony.**

12 **88. Defendant Medina engaged in criminal enterprise with at**
13 **least one other individual, that being Bursey, by engaging in**
14 **criminal activity with Bursey by violating NRS 205.090, which**
15 **is a category D felony.**

16 **89. Medina committed perjury by executing the affidavits**
17 **described above in Paragraphs 34 and 35.**

18 **90. Medina offered false evidence by executing the affidavits**
19 **described in Paragraphs 34 and 35.**

20 **91. Bursey and Medina engaged in unlawful activity as defined**
21 **by NRS 207.400.**

22 **92. As a direct and proximate result of the actions of Defendants**
23 **Bursey and Medina, Plaintiff has suffered and will suffer general**
24 **and consequential damages in will suffer general and**
25 **consequential damages in the amount of three hundred and**
26 **seventy thousand dollars (\$370,000), exclusive of costs and**
27 **interest.**

28

1 DISCUSSION

2
3 Precision Assets' motion for summary judgment and its motion to cancel the
4 lis pendens' recorded by Dattala against the 50 Sacramento and 59 Sacramento
5 properties were both granted from the bench at the hearing on September 28, 2021.

6 Dattala's legal rights were changed by the decisions on the Motions in Limine,
7 as set forth in the Motion. Those decisions were received on October 8, 2021 in the
8 form of a minute order. The Motion was filed literally within 24 hours of receipt of
9 the minute order due to the impending jury trial which is scheduled to begin on
10 October 18, 2021. That time factor has been alleviated as the trial as to Bursey and
11 Medina was concluded and the remaining trial issues were continued to the
12 February, 2022 trial stack.

13 As discussed in the Motion, the two decisions on Precision Assets' motion for
14 summary judgment and its motion to cancel the lis pendens' are not legally
15 consistent with the decisions on the motions in limine discussed above for several
16 reasons. Now, there are final findings about how Bursey recorded false documents
17 and then covered up his crime through more criminal activity involving a willing
18 notary public, Lillian Medina [Medina]. Medina herself engaged in ongoing criminal
19 activity to defraud Dattala.

20 Further, the authenticity of documents has now been determined. The
21 following documents are all fraudulent, false and/or forged.

22
23 Quitclaim Deed to 50 Sacramento recorded April 8, 2019.
24 [Exhibit 3, 5:27-31, Paragraph 27 and 6:21-25, Paragraph 41]

25 Deed of Full Reconveyance recorded April 8, 2019. [Exhibit 3,
26 5:32 - 6:6, Paragraph 28]

27 WFG National Title Insurance Company Affidavit of Grantor
28 Escrow No: 19-282990 [Exhibit 3, 6:13-18, Paragraph 30]

1 Page 96 of Lillian Medina notary book, purporting to have
2 Dattala's signature [Exhibit 3, 9:21, Paragraph 85]

3
4 Further, "Dattla was tricked and defrauded into signing the Quitclaim Deed for
5 the 59 Sacramento Property to Bursesey..." [Exhibit 3, 7:2-3, Paragraph 43]

6 The other facts set forth in the Motion are memorialized in the FFCL, signed
7 by the Court and filed.

8
9 Given the above factual findings, which are final and have been signed by a
10 judge and filed, under the following statutes Precision Assets has a void deed.

11
12 NRS 111.025 - Conveyances void against purchasers are void against
13 their heirs or assigns.

14 Every conveyance, charge, instrument or proceeding declared to be
15 void by the provisions of this chapter, as against purchasers, shall be
16 equally void as against the heirs, successors, personal representatives
or assigns of such purchasers.

17
18 NRS 111.175 - Conveyances made to defraud prior or subsequent
purchasers are void.

19 Every conveyance of any estate, or interest in lands, or the rents and
20 profits of lands, and every charge upon lands, or upon the rents and
21 profits thereof, made and created with the intent to defraud prior or
22 subsequent purchasers for a valuable consideration of the same lands,
rents or profits, as against such purchasers, shall be void.

23
24 NRS 111.340 - Certificate of acknowledgment and record may be
rebutted.

25 Neither the certificate of the acknowledgment nor of the proof of any
26 conveyance or instrument, nor the record, nor the transcript of the
27 record, of such conveyance or instrument, shall be conclusive, but the
28 same may be rebutted.

1 CONCLUSION

2
3 Precision Assets cannot prevail in a quiet title cause of action. The facts are
4 that it's seller obtained title by fraud.

5 Facts have been determined about title documents in Exhibit 3 which preclude
6 summary judgment on the quiet title issues of the 50 Sacramento and the 59
7 Sacramento properties. The lis pendens issues are derivative in that if summary
8 judgment is precluded, then cancellation of the lis pendens must be denied since the
9 burden is much lower to retain the lis pendens.

10 Given the evidentiary impact of the now established facts set forth above, the
11 Court must vacate the decisions announced from the bench on September 28, 2021
12 on Precision Assets' summary judgment motion regarding title to 50 Sacramento and
13 to 59 Sacramento. Further, the decision canceling the lis pendens' recorded against
14 those two properties, which decision was admittedly based on the summary
15 judgment decision, must be rescinded

16
17 /s/ Benjamin B. Childs

18 BENJAMIN B. CHILDS, ESQ.
19 NEVADA BAR # 3946
Attorney for Plaintiff

20 CERTIFICATE OF SERVICE

21
22 This SUPPLEMENT TO MOTION FOR RECONSIDERATION, with Exhibit 3,
23 was served through the Odyssey File and Serve system to opposing counsel.
24 Electronic service is in lieu of mailing.

25 /s/ Benjamin B. Childs, Sr.

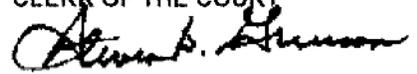
26 BENJAMIN B. CHILDS, Sr.ESQ.
27 NEVADA BAR # 3946

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3



1 NJUD
2 BENJAMIN B. CHILDS, Sr ESQ.
3 Nevada Bar # 3946
4 318 S. Maryland Parkway
5 Las Vegas, Nevada 89101
6 (702) 251 0000
7 Fax 385 1847
8 ben@benchilds.com
9 Attorney for Plaintiff
10 JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

11 JOHN DATTALA

12 Plaintiff

13 vs.

Case # A-19-794335-C
Dept # 14

14 EUSTACHIUS C. BURSEY and
15 PRECISION ASSETS and
16 ACRY DEVELOPMENT LLC and
17 LILLIAN MEDINA and
18 WFG NATIONAL TITLE INSURANCE
19 COMPANY and
20 JOHN DOES 1 through 5 inclusive and
21 ROE CORPORATIONS I through X

22 Defendants

23 =====
24 AND RELATED ACTIONS
25 =====

26 NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT
27 AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA

28 Take notice that FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT
29 AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA
30 was filed on October 15, 2021. A copy of said JUDGMENT is attached.

31 /s/ Benjamin B. Childs, Sr.
32 BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

CERTIFICATE OF SERVICE

This NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND
JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF
JOHN DATTALA, with attachment, was served through the Odyssey File and Serve
system to all counsel and to Eustachius Bursey at his email address
ebursey87@icloud.com and to Lillian Medina at her email address
imnotaryagent@yahoo.com on filing. Electronic service is in lieu of mailing for the
attorneys.

1 On October 15, 2021 I served a copy of this NOTICE OF ENTRY OF FINDINGS OF
2 FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY
3 AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA, with attachment, by depositing a
4 true, correct and complete copy of same in an envelope, which envelope was placed in
5 the United States Mail with prepaid first class postage attached, addressed as follows:

6 EUSTACHIUS BURSEY
7 1658 Glynn Court
8 Detroit, MI 48206

9 LILLIAN MEDINA
10 818 S. 7th St # 4
11 Las Vegas, NV 89101

12
13 /s/ Benjamin B. Childs, Sr.
14 BENJAMIN B. CHILDS, Sr.ESQ.
15 NEVADA BAR # 3946
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

1 FFCL
2 BENJAMIN B. CHILDS, Sr ESQ.
3 Nevada Bar # 3946
4 318 S. Maryland Parkway
5 Las Vegas, Nevada 89101
6 (702) 251 0000
7 Fax 385 1847
8 ben@benchilds.com
9 Attorney for Plaintiff
10 JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

11 JOHN DATTALA

12 Plaintiff

13 vs.

14 EUSTACHIUS C. BURSEY and
15 PRECISION ASSETS and
16 ACRY DEVELOPMENT LLC and
17 LILLIAN MEDINA and
18 WFG NATIONAL TITLE INSURANCE
19 COMPANY and
20 JOHN DOES 1 through 5 inclusive and
21 ROE CORPORATIONS I through X

22 Defendants

23 AND RELATED ACTIONS

Case # A-19-794335-C
Dept # 14

Trial : October 13, 2021

24 FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS
25 C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA

26 The Court enters the following Findings of Fact, Conclusions of Law and Judgment after
27 the jury pool was dismissed and a prove up hearing conducted on October 13, 2021.

28 FINDINGS OF FACT

29 Calendar call was held at 2:00 PM on September 23, 2021.

30 Trial was scheduled beginning with jury selection at 11:00 AM on October 13, 2021.

31 All parties, though their attorneys, or directly in the case of EUSTACHIUS C. BURSEY
32 [Bursey herein], were informed of the court hearing dates, including the date and time of
calendar call and the date and time when trial was scheduled to begin.

Bursey has not participated in the case for many months, including failing to file a
pretrial memorandum, failing to appear at calendar call and failing to appear for jury selection to

1 begin the trial. Additionally, Bursey did not file an answer to the Second Amended Complaint
2 [SAC] which was filed and served on January 31, 2021.

3 LILLIAN MEDINA [Medina herein] has not participated in the case for many months,
4 including failing to file a pretrial memorandum, failing to appear at calendar call and failing to
5 appear for jury selection to being the trial.

6 JOHN DATTALA [Dattala herein] has participated fully in the case from the beginning,
7 timely filed a pretrial memorandum after meeting and conferring with the other participating
8 parties, appeared in person and with his attorney Benjamin B. Childs at calendar call, and
9 appeared for jury selection to begin the trial with his attorney.

10 The paragraphs of the SAC that directly address Bursey, which paragraphs have
11 not been denied and are therefore admitted, are set forth below. These now are
12 established facts based not only on the fact that Bursey has not denied them but also
13 based the sworn testimony of Dattala to the Court on October 13, 2021 and the
14 documentary exhibits admitted into evidence on October 13, 2021.

15
16 3. Defendant EUSTACHIUS C. BURSEY [Bursey] at all times relevant
17 to the transactions described herein was a resident of Las Vegas,
18 Clark County, Nevada. Bursey is now a resident of Detroit, Wayne
19 County, Michigan.

20 10. When Dattala met Bursey in 2016, Dattala owned the parcels of real
21 property described below, referred to collectively as the Subject
22 Properties.

23
24 a. 50 Sacramento Dr Las Vegas, NV 89110 was his residence
25 since 1992 [referred to herein as the 50 Sacramento Property].

26 Street Address : 50 Sacramento Dr Las Vegas, NV 89110
27 Brief Legal Description :
28 Lot 28 in Block 2 of MEADOW HOMES UNIT # 1 as shown in PLAT
29 BOOK 7 PAGE 5 in the Clark County Recorder's Office.
30 APN 140-31-817-043

31 b. 59 Sacramento Dr Las Vegas, NV 89110 [referred to herein as
32 the 59 Sacramento Property].

Street Address : 59 Sacramento Dr Las Vegas, NV 89110
Brief Legal Description :

1 Lot 87 in Block 5 of MEADOW HOMES UNIT # 3 2nd Amended as
2 shown in PLAT BOOK 9 PAGE 63 in the Clark County Recorder's
3 Office.

4 APN 140-31-810-025

- 5 11. Dattala had no relationship with Bursey other than through the
6 dealings with the three Properties described above.
- 7 12. Throughout his dealings with Bursey, Dattala drafted no documents.
8 Dattala is at most semi-literate and is incapable of drafting legal
9 documents involving real estate transactions. Dattala does not even
10 have a copier and until the middle of May, 2019 did not have an email
11 address.
- 12 13. In 2017 Bursey sought to befriend Dattala and raised the idea of
13 Dattala selling Dattala's three properties described above.
- 14 14. Bursey presented Dattala with a Purchase Agreement which was
15 signed by Bursey and Dattala on June 3, 2018 for the purchase of the
16 50 Sacramento Property. The June 3, 2018 Purchase Agreement
17 required Bursey pay Dattala \$5,000 and transfer was to be by
18 "Warranty Deed or DEED OF TRUST". A Deed of Trust in the amount
19 of \$150,000 was recorded on August 2, 2018 encumbering title to the
20 50 Sacramento Property.
21 Bursey did pay Dattala \$5,000 on or about June 3, 2018 as required
22 by the June 3, 2018 Purchase Agreement
23 The August 2, 2018 Deed of Trust encumbering title to the 50
24 Sacramento Property states there is an associated Promissory Note,
25 but Dattala does not believe there was ever a Promissory Note
26 executed which was associated with the August 2, 2018 Deed of
27 Trust.
28 With regards to the August 2, 2018 Deed of Trust encumbering title to
29 the 50 Sacramento Property, Bursey did pay \$1,443 per month for ten
30 months starting August, 2018, with the last payment being made May
31 4, 2019.
- 32 15. In the latter part of the year 2018, Bursey made the following factual

1 representations to Dattala :

- 2 a. That Bursey's father had died.
- 3 b. That Bursey expected an inheritance from his deceased
- 4 father's estate
- 5 c. That Bursey wanted to buy the 59 Sacramento Property
- 6 and the Colusa Property from Dattala and planned to pay
- 7 Dattala when Bursey received his inheritance from his
- 8 father's estate.

- 9 16. On March 19, 2019, and again on March 27, 2019, Bursey
- 10 represented to Dattala that Bursey needed to fix the 50 Sacramento
- 11 Property so he could bring it up to code and get insurance and move
- 12 back in, and that he had "a child on the way in September".
- 13 17. Bursey's representations in the latter part of the year 2018 that his
- 14 father had died and that he was waiting for his inheritance to come
- 15 were false, when he made those representations Bursey knew those
- 16 representations were false, and Bursey made those representations
- 17 to induce Dattala to enter into sales agreements for the 59
- 18 Sacramento Property and the Colusa Property.
- 19 18. Bursey's representation on March 19, 2019, and again on March 27,
- 20 2019 to Dattala that Bursey needed to fix the 50 Sacramento Property
- 21 so he could bring it up to code and get insurance and move back in,
- 22 and that he had "a child on the way in September" were false, when
- 23 he made those representations Bursey knew those representations
- 24 were false, and Bursey made those representations to induce Dattala
- 25 to enter into sales agreements for the 59 Sacramento Property and
- 26 the Colusa Property.
- 27 19. For a purported purchase of the 59 Sacramento Property Bursey
- 28 presented Dattala with a Deed of Trust in the amount of \$220,000
- 29 dated April 15, 2019 with a Zillow printout and amortization schedule
- 30 at 8% interest.
- 31 20. For a purported purchase of the 59 Sacramento Property, Bursey paid
- 32 Dattala \$10,000 purportedly as an Earnest Money Deposit on April 19,

- 1 2019.
- 2 21. Bursey knew he did not intend to purchase the 59 Sacramento
- 3 Property for \$220,000 at the time he presented Dattala with what was
- 4 purported to be \$10,000 as an Earnest Money Deposit on April 19,
- 5 2019.
- 6 22. Bursey knew he did not intend to purchase the 59 Sacramento
- 7 Property for \$220,000 at the time he presented Dattala with a Deed of
- 8 Trust in the amount of \$220,000 dated April 15, 2019 with a Zillow
- 9 printout and amortization schedule at 8% interest.
- 10 23. In April, 2019 Bursey stated to Dattala that once Bursey received his
- 11 inheritance from his father's estate, he would pay Dattala the balance
- 12 of the purchase prices for the 59 Sacramento Property as the April 19,
- 13 2019 \$10,000 payment was just earnest money or down payment until
- 14 Bursey's inheritance came.
- 15 24. In April, 2019, but prior to April 19, 2019, Bursy stated to Dattala that
- 16 Bursey was waiting for money from his inheritance and would rent the
- 17 properties out and make payments until he received his inheritance.
- 18 25. In April, 2019, but prior to April 19, 2019, Bursy stated to Dattala that
- 19 Bursey had to have a property management company come in to
- 20 clean up the 59 Scaramento Property and that he needed to have
- 21 documents signed and notarized.
- 22 26. Bursey arranged for Dattala to sign two documents on April 5, 2019
- 23 being represented as a Warranty Deed and and a Deed of Trust and
- 24 then Bursey had Dattala acknowledge his signatures on those two
- 25 documents to Bonita Spencer [Spencer herein], a Nevada Notary
- 26 Public, on the same date.
- 27 27. Dattala did not know, and was never told, that Bursey intended to
- 28 attach the signature page from one of the documents Dattala had
- 29 signed and acknowledged to Spencer on April 5, 2019 to a Quitclaim
- 30 Deed and that Bursey intended to, and did, record that Quitclaim
- 31 Deed to attempt to obtain record title to the 50 Sacramento Property.
- 32 28. Dattala did not know, and was never told, that Bursey intended to

1 attach the signature page from one of the documents Dattala had
2 signed and acknowledged to Spencer on April 5, 2019 to a Deed of
3 Reconveyance and that Bursey intended to, and did, record that
4 Deed of Reconveyance to attempt to remove the lien created by the
5 Deed of Trust described in Paragraph 14 above, which Deed of Trust
6 encumbered title to the 50 Sacramento Property.

7 29. Bursey forged Dattala's signature on a document entitled NOTICE OF
8 PURCHASE purportedly dated April 1, 2019 in an attempt to justify
9 why Dattala would accept a total amount of \$10,000 from Bursey for
10 the purported purchase of the 50 Sacramento Property, when Dattala
11 was entitled to receive payments under the Deed of Trust described in
12 Paragraph 14 above.

13 30. On April 29, 2019 Bursey and Medina conspired to further Bursey's
14 fraudulent scheme by forging Dattala's signature on two documents
15 titled Affidavit of Grantor purporting to state that Dattala was making
16 numerous factual representations about the title to the 59 Sacramento
17 Property and the Colusa Property, with Medina notarizing that
18 document.

19 41. Without an escrow or title insurance, Bursey recorded Quitclaim
20 Deeds for the Subject Properties as set forth below :
21 a. For the 50 Sacramento Property, Quitclaim Deed recorded April
22 8, 2019. As set forth in Paragraph 27 above, Bursey attached
23 the signature page from one of the documents Dattala had
24 signed and acknowledged to Spencer on April 5, 2019 to the
25 Quitclaim Deed Bursey recorded in an attempt to obtain title to
26 the 50 Sacramento Property.
27 b. For the 59 Sacramento Property, Quitclaim Deed recorded
28 April 22, 2019.
29 c. For the Colusa Property, Quitclaim Deed recorded April 22,
30 2019.

31 42. Ownership and financial issues regarding the Colusa Property were
32 resolved by FINDINGS OF FACTS, CONCLUSIONS OF LAW AND

JUDGMENT filed in this case on October 15, 2020.

43. Dattala was tricked and defrauded into signing the Quitclaim Deed for the 59 Sacramento Property to Bursey and Plaintiff received only the payment set forth in the table below from Bursey.

Property	Amount Received \$	Purchase Amount \$	DOV ¹ Amount \$
50 Sacramento	5,000 + 14,443 payments on Deed of Trust	150,000	73,540
59 Sacramento	10,000	220,000	79,091
Total	29,443 ²	370,000	152,263

44. Based on the purchase contracts drafted by Bursey, Dattala should have received a total of \$370,000 for the 50 Sacramento and the 59 Sacramento Properties, but instead received \$10,000 in earnest money down payments and \$4,467 principal and \$9,976 interest. Dattala should have received a total of \$152,263 based on the Declaration of Value forms for the 50 Sacramento and the 59 Sacramento Properties, which statements are made "under penalty of perjury", executed by Bursey, or Bursey's agent, attached to the recorded Quitclaim Deeds.

45. As to the 50 Sacramento Property, Bursey immediately transferred his interest to Precision Assets, LLC by Grant, Bargain and Sale deed recorded April 15, 2019, purportedly for \$95,000.

47. As to the 59 Sacramento Property, Bursey immediately transferred his

¹ DOV is an abbreviation of the Declaration of Value form which is signed "under penalty of perjury" and is required to be recorded with each deed stating the transaction value.

². \$4,467 of principal and \$9,976 of interest

1 interest to Precision Assets by Grant, Bargain and Sale deed recorded
2 May 2, 2019, purportedly for \$130,000.

3 48. Dattala seeks to impose a constructive trust on the proceeds of the
4 sales to Bursey and on title to the 50 Sacramento Property and the 59
5 Sacramento Properties based on Bursey obtaining the Quitclaim
6 Deeds from Plaintiff by fraud and failing to pay fair value for the 50
7 Sacramento and the 59 Sacramento properties as described above.
8 Bursey further attached a signature page from another document to
9 the deed to the 50 Sacramento Property as set forth in Paragraph 27
10 above.

11 49. Bursey and Medina engaged in concerted action intended to
12 accomplish an unlawful objective for the purpose of harming Plaintiff.

13 57. Bursey never paid Plaintiff the full amount due to Plaintiff, and Plaintiff
14 never received the full amount due to him from Bursey for the sale of
15 the Subject Properties.

16 58. When Bursey transferred his interest in the 50 Sacramento Property
17 on April 15, 2019, it was with actual intent to hinder, delay or defraud
18 Plaintiff.

19 59. When Bursey transferred his interest in the 59 Sacramento Property
20 on May 2, 2019, it was with actual intent to hinder, delay or defraud
21 Plaintiff.

22 60. Plaintiff suffered damages as a result of Bursey's actions.

23 62. The forged Affidavits of Grantor described in Paragraph 30 above are
24 evidence of the concert of action between Bursey and Medina.

25 63. Bursey and Medina engaged in concerted action to allow Bursey to
26 sell the 50 Sacramento Property and the 59 Sacramento Property
27 using an escrow and title insurance as described above.

28 64. The concerted action engaged in by Bursey and Medina was intended
29 to accomplish an unlawful objective for the purpose of harming
30 Plaintiff.

31 65. Plaintiff was damaged by the act or acts of Bursey and Medina and
32 Plaintiff has suffered and will suffer general and consequential

1 damages in excess of fifteen thousand dollars (\$15,000), exclusive of
2 costs and interest, in an amount to be determined according to proof
3 adduced at trial.

4 66. Plaintiff has further been required to retain the services of an attorney
5 to prosecute this action on its behalf, and as such are entitled to
6 attorney's fees and costs incurred in prosecuting this matter.

7 84. Defendant Bursey engaged in criminal enterprise with at least one
8 other individual and engaged in criminal activity by knowingly making
9 false representations of fact to commit fraud on Plaintiff, forging
10 Plaintiff's signature on real estate and financial documents, placing
11 forged documents in the public record, committing perjury by executing
12 and recording false Declaration of Value forms, and conspiring with
13 Medina as a Nevada Notary Public to fabricate signatures on
14 documents, to sign and stamp real estate documents with notary
15 seals to give the document the appearance of authenticity,
16 genuineness and enforceability.

17 85. Defendant Medina engaged in criminal enterprise with at least one
18 other individual by engaging in criminal activity with Bursey by falsely
19 notarizing real estate documents in violation of NRS 240.001 to
20 240.169, inclusive, or a regulation or order adopted or issued pursuant
21 thereto, by forging Dattala's signature in her notary book, and by
22 committing perjury by executing the affidavits described above in
23 Paragraphs 34 and 35.

24 86. NRS 240.175 makes violation of NRS 240.001 to 240.169, inclusive,
25 or a regulation or order adopted or issued pursuant thereto, a
26 category D felony.

27 87. Defendant Medina engaged in criminal enterprise with at least one
28 other individual, that being Bursey, by engaging in criminal activity
29 with Bursey by violating NRS 205.120, which is a category D felony.

30 88. Defendant Medina engaged in criminal enterprise with at least one
31 other individual, that being Bursey, by engaging in criminal activity
32 with Bursey by violating NRS 205.090, which is a category D felony.

- 1 89. Medina committed perjury by executing the affidavits described above
2 in Paragraphs 34 and 35.
3 90. Medina offered false evidence by executing the affidavits described in
4 Paragraphs 34 and 35.
5 91. Bursey and Medina engaged in unlawful activity as defined by NRS
6 207.400.
7 92. As a direct and proximate result of the actions of Defendants Bursey
8 and Medina, Plaintiff has suffered and will suffer general and
9 consequential damages in will suffer general and consequential
10 damages in the amount of three hundred and seventy thousand
11 dollars (\$370,000), exclusive of costs and interest.

12
13 The Court finds that an appropriate sanction for Medina's failure to participate in the
14 case as summarized above, pursuant to EDCR 2.67 and EDCR 2.69, is striking of
15 Medina's answer, entry of default and entry of default judgment. The paragraphs of the
16 SAC that directly address Medina set forth below are deemed admitted. These now are
17 established facts based not only on the fact that Medina's answer has been stricken, but
18 also based the sworn testimony of Dattala to the Court on October 13, 2021 and the
19 documentary exhibits admitted into evidence on October 13, 2021.

- 20
21 5. LILLIAN MEDINA [Medina] is, and at all relevant times was, a
22 resident of Las Vegas, Clark County, Nevada. Medina, during all
23 times relevant hereto, was employed and/or the agent of WFG and
24 was within her scope of employment or her agency relationship in
25 performing the acts described below.
26 30. On April 29, 2019 Bursey and Medina conspired to further Bursey's
27 fraudulent scheme by forging Dattala's signature on two documents
28 titled Affidavit of Grantor purporting to state that Dattala was making
29 numerous factual representations about the title to the 59 Sacramento
30 Property and the Colusa Property, with Medina notarizing that
31 document.
32 31. Dattala did not sign the Affidavits of Grantor described in Paragraph

30 above.

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
32. Medina is a Notary Public for the state of Nevada and she produced what she represented to be a true, correct and complete copy of her notary book associated with Dattala's purported signatures on the Affidavits of Grantor described in Paragraph 30 above.
33. Mednina purportedly provided a copy of her Notary Log Book to support her own affidavits to WFG, and WFG provided that copy to Bursey, and that copy was filed with the court by Bursey's attorney on June 3, 2019, to contradict Dattala's statements about not signing the Affidavits of Grantor described in Paragraph 30 above.
34. Medina signed an affidavit dated April 29, 2019 falsely stating that she had "complied with all applicable State and Local laws" concerning Bursey's signature on the Affidavits of Grantor described in Paragraph 30 above.
35. Medina signed an affidavit dated June 3, 2019 falsely stating that she had "complied with all applicable State and Local laws" concerning Dattala's signature on the Affidavits of Grantor described in Paragraph 30 above.
36. Both of Medina's affidavits described in Paragraphs 34 and 35 above purport to be supported by a copy of her Notary Log Book.
37. In both of Medina's affidavits described in Paragraphs 34 and 35 above she certifies "under penalty of perjury that I am authorized to act as a Notary Public in and for the above County and State and that in performing my duties as a Notary Public I have complied with all applicable State and Local Laws ...".
38. NRS 240.120(1)(d) states as follows :

27
28
29

NRS 240.120 Journal of notarial acts: Duty to maintain; contents; verification based upon credible witness; copy of entry; storage; period of retention; report of loss or theft; exceptions.

30
31

1. Except as otherwise provided in subsection 2, each notary public shall keep a journal in his or her office in which the notary public shall enter for each notarial act performed, at the time the act is performed:

32

(d) Except as otherwise provided in subsection 3, the name and **signature of the person whose signature is being notarized;**

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
39. Medina's Notary Log Book filed on June 3, 2019 does not have the signature of either Dattala or Bursey.
 40. In an effort to cover up her violation of NRS 240.120(1)(d), Medina either forged, or had someone forge, Dattala's signature in her notary book.
 61. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.
 62. The forged Affidavits of Grantor described in Paragraph 30 above are evidence of the concert of action between Bursey and Medina.
 63. Bursey and Medina engaged in concerted action to allow Bursey to sell the 50 Sacramento Property and the 59 Sacramento Property using an escrow and title insurance as described above.
 64. The concerted action engaged in by Bursey and Medina was intended to accomplish an unlawful objective for the purpose of harming Plaintiff.
 65. Plaintiff was damaged by the act or acts of Bursey and Medina and Plaintiff has suffered and will suffer general and consequential damages in excess of fifteen thousand dollars (\$15,000), exclusive of costs and interest, in an amount to be determined according to proof adduced at trial.
 66. Plaintiff has further been required to retain the services of an attorney to prosecute this action on its behalf, and as such are entitled to attorney's fees and costs incurred in prosecuting this matter.
 67. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.
 68. NRS 240.120(1)(d) imposes a specific duty on a notary.

31 NRS 240.120 Journal of notarial acts: Duty to maintain; contents;
32 verification based upon credible witness; copy of entry; storage; period of retention; report of loss or theft; exceptions.

1 1. Except as otherwise provided in subsection 2, each notary public
2 shall keep a journal in his or her office in which the notary public shall
enter for each notarial act performed, at the time the act is performed:

3 (d) Except as otherwise provided in subsection 3, the name and
4 **signature of the person whose signature is being**
5 **notarized;**

6 69. Medina breached that duty by notarizing the two affidavits described
7 in Paragraph 30 above without complying with NRS 240.120(1)(d).

8 70. Medina at all relevant times was an employee or agent under the
9 control of WFG.

10 71. Medina at all relevant times was either within the nature and scope of
11 her employment as an employee of WFG or was acting as WFS's
12 agent and was within the scope of her agency when performing the
13 notarial acts described above.

14 72. Dattala is in the class of persons whom NRS 240.120(1)(d) is
15 intended to protect and the injury to him is of the type against which
16 NRS 240.120(1)(d) is intended to protect.

17 73. WFG is liable for damages Dattala incurred as a result of Medina's
18 negligence under the doctrine of respondeat superior.

19 74. Due to the violation of NRS 240.120(1)(d), Plaintiff has been damaged
20 in an amount in excess of Fifteen Thousand Dollars (\$15,000.00),
21 which amount will be set forth and proven at the time of trial.

22 75. It has been necessary for Plaintiff to retain the services of an attorney
23 and to incur other court costs to prosecute this action. Defendants
24 Medina and WFG should be required to pay attorneys' fees and costs
25 incurred by Plaintiff in this action.

26 83. Plaintiff realleges and incorporates herein all of the allegations
27 previously made in all previous paragraphs as though fully set forth
28 herein.

29 84. Defendant Bursey engaged in criminal enterprise with at least one
30 other individual and engaged in criminal activity by knowingly making
31 false representations of fact to commit fraud on Plaintiff, forging
32 Plaintiff's signature on real estate and financial documents, placing

1 forged documents in the public record, committing perjury by executing
2 and recording false Declaration of Value forms, and conspiring with
3 Medina as a Nevada Notary Public to fabricate signatures on
4 documents, to sign and stamp real estate documents with notary
5 seals to give the document the appearance of authenticity,
6 genuineness and enforceability.

- 7 85. Defendant Medina engaged in criminal enterprise with at least one
8 other individual by engaging in criminal activity with Bursey by falsely
9 notarizing real estate documents in violation of NRS 240.001 to
10 240.169, inclusive, or a regulation or order adopted or issued pursuant
11 thereto, by forging Dattala's signature in her notary book, and by
12 committing perjury by executing the affidavits described above in
13 Paragraphs 34 and 35.
- 14 86. NRS 240.175 makes violation of NRS 240.001 to 240.169, inclusive,
15 or a regulation or order adopted or issued pursuant thereto, a
16 category D felony.
- 17 87. Defendant Medina engaged in criminal enterprise with at least one
18 other individual, that being Bursey, by engaging in criminal activity
19 with Bursey by violating NRS 205.120, which is a category D felony.
- 20 88. Defendant Medina engaged in criminal enterprise with at least one
21 other individual, that being Bursey, by engaging in criminal activity
22 with Bursey by violating NRS 205.090, which is a category D felony.
- 23 89. Medina committed perjury by executing the affidavits described above
24 in Paragraphs 34 and 35.
- 25 90. Medina offered false evidence by executing the affidavits described in
26 Paragraphs 34 and 35.
- 27 91. Bursey and Medina engaged in unlawful activity as defined by NRS
28 207.400.
- 29 92. As a direct and proximate result of the actions of Defendants Bursey
30 and Medina, Plaintiff has suffered and will suffer general and
31 consequential damages in will suffer general and consequential
32 damages in the amount of three hundred and seventy thousand

dollars (\$370,000), exclusive of costs and interest.

93. Plaintiff has further been required to retain the services of an attorney to prosecute this action on its behalf, and as such are entitled to attorney's fees and costs incurred in prosecuting this matter.

Dattala pled causes of action against Bursey in the SAC for Fraudulent Conveyance, Civil Conspiracy, and RICO pursuant to NRS 240.175.

Dattala has proven all the elements of each cause of action pled in the SAC against Bursey.

Dattala pled causes of action against Medina in the SAC for Civil Conspiracy, Negligence per se and RICO pursuant to NRS 240.175.

Dattala has proven all the elements of each cause of action pled in the SAC against Medina.

Dattala proved he incurred monetary damages caused by Bursey and Medina in the amount of \$355,533.

Dattala affirmatively waived his right to seek an award of attorney fees and costs incurred in prosecuting this matter against Bursey.

Dattala affirmatively waived his right to seek an award of attorney fees and costs incurred in prosecuting this matter against Medina.

The Court expressly determines that there is no just reason for delay in entering final judgment in favor of Dattala against Bursey.

The Court expressly determines that there is no just reason for delay in entering final judgment in favor of Dattala against Medina.

CONCLUSIONS OF LAW

Eighth Judicial District Court Rule [EDCR herein] 2.67(a) requires a meeting of counsel before calendar call and "[t]he attorneys must then prepare a joint pretrial memorandum which must be served and filed not less than 15 days before the date set for trial."

EDCR 2.67 (c) states as follows :

When a party is not represented by an attorney the party must comply

1 with this rule. Should the designated trial attorney or any party in proper
2 person fail to comply, a judgment of dismissal or default or other
3 appropriate judgment may be entered or other sanctions imposed.

4 EDCR 2.69 (c) states as follows :

5 (c) Failure of trial counsel to attend calendar call and/or failure to submit required
6 materials shall result in any of the following which are to be ordered within the
7 discretion of the court:

- 8 (1) Dismissal of the action.
- 9 (2) Default judgment.
- 10 (3) Monetary sanctions.
- 11 (4) Vacation of trial date.
- 12 (5) Any other appropriate remedy or sanction.

13 The Court has jurisdiction over the parties and the Subject Properties described in the
14 SAC.

15 Venue is proper as the causes of action arose in Clark County, Nevada and the Subject
16 Properties at issue are located in Clark County, Nevada.

17 The elements of each cause of action are addressed in turn.

18 A. FRAUDULENT CONVEYANCE

19 Nevada's Fraudulent Conveyance statute is set forth in NRS Chapter 112. The most
20 relevant statute for purposes of this motion is NRS 112.180, set forth below.

21 NRS 112.180 Transfer made or obligation incurred with intent to
22 defraud or without receiving reasonably equivalent value; determination of
23 intent.

24 1. A transfer made or obligation incurred by a debtor is fraudulent as
25 to a creditor, whether the creditor's claim arose before or after the
26 transfer was made or the obligation was incurred, if the debtor made
27 the transfer or incurred the obligation:

- 28 (a) With actual intent to hinder, delay or defraud any creditor of
29 the debtor; or
- 30 (b) Without receiving a reasonably equivalent value in exchange
31 for the transfer or obligation, and the debtor:

- 32 (1) Was engaged or was about to engage in a business
or a transaction for which the remaining assets of the
debtor were unreasonably small in relation to the
business or transaction; or
- (2) Intended to incur, or believed or reasonably should

1 have believed that the debtor would incur, debts beyond
2 his or her ability to pay as they became due.

3 2. In determining actual intent under paragraph (a) of subsection 1,
4 consideration may be given, among other factors, to whether:

- 5 (a) The transfer or obligation was to an insider;
6 (b) The debtor retained possession or control of the property
7 transferred after the transfer;
8 (c) The transfer or obligation was disclosed or concealed;
9 (d) Before the transfer was made or obligation was incurred, the
10 debtor had been sued or threatened with suit;
11 (e) The transfer was of substantially all the debtor's assets;
12 (f) The debtor absconded;
13 (g) The debtor removed or concealed assets;
14 (h) The value of the consideration received by the debtor was
15 reasonably equivalent to the value of the asset transferred or
16 the amount of the obligation incurred;
17 (i) The debtor was insolvent or became insolvent shortly after
18 the transfer was made or the obligation was incurred;
19 (j) The transfer occurred shortly before or shortly after a
20 substantial debt was incurred; and
21 (k) The debtor transferred the essential assets of the
22 business to a lienor who transferred the assets to an insider of
23 the debtor.

24 B. CIVIL CONSPIRACY

25 To prevail in a civil conspiracy action, a plaintiff must prove an agreement between the
26 tortfeasors, whether explicit or tacit.. See Eikelberger v. Tolotti, 96 Nev. 525, 528 n.1, 611 P.2d
27 1086, 1088 n.1 (1980)

28 Consolidated Generator v. Cummins Engine, 114 Nev. 1304, 1311, 971 P.2d 1251,
29 1258 (1998) sets forth the elements of civil conspiracy.

30 An actionable civil conspiracy "consists of a combination of two or more
31 persons who, by some concerted action, intend to accomplish an unlawful
32 objective for the purpose of harming another, and damage results from the act or
acts." Hilton Hotels v. Butch Lewis Productions, 109 Nev. 1043, 1048, 862 P.2d
1207, 1210 (1993) (citing Sutherland v. Gross, 105 Nev. 192, 196, 772 P.2d
1287, 1290 (1989)).

1 C. RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT aka RICO

2 Civil RICO is a statutory cause of action, as set forth below.

3
4 NRS 207.360 "Crime related to racketeering" defined. "Crime related to
5 racketeering" means the commission of, attempt to commit or conspiracy to
6 commit any of the following crimes:

- 7
- 8 9. Taking property from another under circumstances not amounting to robbery;
 - 9 13. Forgery, including, without limitation, forgery of a credit card or debit
 - 10 card in violation of NRS 205.740;
 - 11 28. Obtaining possession of money or property valued at \$650 or more,
 - 12 or obtaining a signature by means of false pretenses;
 - 13 29. Perjury or subornation of perjury;
 - 14 30. Offering false evidence;
 - 15 35. Any violation of NRS 205.377 [statutory definition set forth below]

16 NRS 205.377 - Multiple transactions involving fraud or deceit in course of
17 enterprise or occupation; penalty.

18 1. A person shall not, in the course of an enterprise or occupation,
19 knowingly and with the intent to defraud, engage in an act, practice or
20 course of business or employ a device, scheme or artifice which operates
21 or would operate as a fraud or deceit upon a person by means of a false
22 representation or omission of a material fact that:

- 23 (a) The person knows to be false or omitted;
- 24 (b) The person intends another to rely on; and
- 25 (c) Results in a loss to any person who relied on the false
26 representation or omission,

27 in at least two transactions that have the same or similar pattern, intents,
28 results, accomplices, victims or methods of commission, or are otherwise
29 interrelated by distinguishing characteristics and are not isolated
30 incidents within 4 years and in which the aggregate loss or intended loss
31 is more than \$650.

32 2. Each act which violates subsection 1 constitutes a separate offense.

3. A person who violates subsection 1 is guilty of a category B felony and
shall be punished by imprisonment in the state prison for a minimum term
of not less than 1 year and a maximum term of not more than 20 years,
and may be further punished by a fine of not more than \$10,000.

4. In addition to any other penalty, the court shall order a person who
violates subsection 1 to pay restitution.

5. A violation of this section constitutes a deceptive trade practice for the

1 purposes of NRS 598.0903 to 598.0999, inclusive.
2 6. As used in this section, "enterprise" has the meaning ascribed to it in
3 NRS 207.380.

4 NRS 207.380 "Enterprise" includes:

5 1. Any natural person ...
6

7 NRS 207.390 "Racketeering activity" defined. "Racketeering activity" means
8 engaging in at least two crimes related to racketeering that have the same or
9 similar pattern, intents, results, accomplices, victims or methods of commission,
10 or are otherwise interrelated by distinguishing characteristics and are not
11 isolated incidents, if at least one of the incidents occurred after July 1, 1983,
12 and the last of the incidents occurred within 5 years after a prior commission of
13 a crime related to racketeering.

14 NRS 207.470 authorizes this civil action for damages resulting from
15 racketeering, venue is proper, and Plaintiff is entitled to triple damages.

16 NRS 207.470 Civil actions for damages resulting from racketeering.

17 1. Any person who is injured in his or her business or property by
18 reason of any violation of NRS 207.400 **has a cause of action against a**
19 **person causing such injury for three times the actual damages sustained.**
20 **An injured person may also recover attorney's fees in the trial** and
21 appellate courts and costs of investigation and litigation reasonably incurred.
22 The defendant or any injured person in the action may demand a trial by jury in
23 any civil action brought pursuant to this section. Any injured person has a claim
24 to forfeited property or the proceeds derived therefrom and this claim is superior
25 to any claim the State may have to the same property or proceeds if the injured
26 person's claim is asserted before a final decree is issued which grants forfeiture
27 of the property or proceeds to the State.

28 2. A final judgment or decree rendered in favor of the State in any criminal
29 proceeding under NRS 205.322 or 207.400 estops the defendant in any
30 subsequent civil action or proceeding from denying the essential allegations of
31 the criminal offense.

32 3. **Any civil action or proceeding under this section must be instituted**
in the district court of the State in the county in which the prospective
defendant resides or has committed any act which subjects him or her to
criminal or civil liability under this section or NRS 205.322, 207.400 or
207.460.

1 4. Any civil remedy provided pursuant to this section is not exclusive of any
2 other available remedy or penalty.

3
4 D. NEGLIGENCE PER SE

5
6 Atkinson v. MGM Grand Hotel, Inc., 120 Nev. 639, 641, 98 P.3d 678, 679 (2004);
7 Gordon v. Hurtado, 96 Nev. 375, 609 P.2d 327 (1980) holds that the violation of a statute
8 constitutes negligence per se if (1) the injured party belongs to the class of individuals the
9 statute was intended to protect, and (2) the injury suffered is the type the statute was intended
10 to prevent.
11

12
13 ENTRY OF FINAL JUDGMENT AUTHORIZED IF COURT EXPRESSLY DETERMINES THAT
14 THERE IS NO JUST REASON FOR DELAY.

15
16 NRCP 54(b) states, in relevant part, as follows :

17
18 (b) Judgment on Multiple Claims or Involving Multiple Parties. When an
19 action presents more than one claim for relief — whether as a claim,
20 counterclaim, crossclaim, or third-party claim — or when multiple parties are
21 involved, the court may direct entry of a final judgment as to one or more, but
22 fewer than all, claims or parties only if the court expressly determines that
23 there is no just reason for delay.
24
25

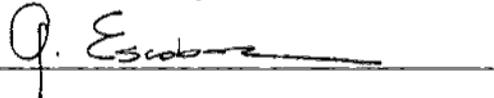
26
27 JUDGMENT

28
29
30 Good cause appearing based on the Findings of Facts and Conclusions of Law set forth
31 above, Judgment is entered as set forth below.
32

- 1 1. Compensatory damages in the amount of \$355,533 [Three Hundred and Fifty-Five
2 Thousand, Five Hundred and Thirty-Three dollars] is a judgment in favor of JOHN
3 DATTALA and against both EUSTACHIUS C. BURSEY and LILLIAN MEDINA, jointly
4 and severally.
- 5 2. Pursuant to NRS 207.470 (1), Dattala is awarded three times the actual damages he
6 sustained due to, and caused by, Bursey and Medina's actions. Three times \$355,533
7 is \$1,066,599. Thus, John Dattala is awarded an additional judgment in the amount of
8 \$1,066,599 [One Million, Sixty-Six Thousand, Five Hundred and Ninety-Nine dollars],
9 which amount is a judgment in favor of John Dattala against both EUSTACHIUS C.
10 BURSEY and LILLIAN MEDINA, jointly and severally.
- 11 3. Dattala affirmatively waived his right for an award of attorney fees and costs against
12 both Bursey and Medina, and so none are awarded.
- 13 4. Pursuant to NRCP 54(b), this is certified as a final, appealable judgment.
14
15

16 IT IS SO ORDERED, ADJUDGED AND DECREED.
17

18
19 Dated this 15th day of October, 2021

20 
21

22 **1B8 434 6AA1 A180**
23 **Adriana Escobar**
24 **District Court Judge**

25 Respectfully Drafted and Submitted by :

26 /s/ Benjamin B. Childs
27 BENJAMIN B. CHILDS, ESQ.
28 Nevada Bar # 3946
29 Attorney for Plaintiff
30 JOHN DATTALA
31
32

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 John Dattala, Plaintiff(s)

CASE NO: A-19-794335-C

7 vs.

DEPT. NO. Department 14

8 Eustachius Bursey, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled
case as listed below:

14 Service Date: 10/15/2021

15 Brian Dziminski

brian@dziminskilaw.com

16 John Benedict

john@benedictlaw.com

17 DEFAULT ACCOUNT

NVefile@wrightlegal.net

18 Lisa Cox

lcox@wrightlegal.net

19 Aaron Lancaster

alancaster@wrightlegal.net

20 Jonathan Hansen

efile@hansenlawyers.com

21 Dale Kleven

lawdocs@hrlnv.com

22 Brian Dziminski

brian@dziminskilaw.com

23 Angelyn Cayton

Angelyn@benedictlaw.com

24 Benjamin Childs

ben@benchilds.com

25 Dale Kleven

dale@hrlnv.com

1	John Benedict	john@benedictlaw.com
2	Jacqueline Gaudie	jacqueline@benedictlaw.com
3	Thomas Fronczek	toby@relieflawyersnv.com
4	Dale Kleven	legaldocs@relieflawyersnv.com
5	Kim McGowan	kimm@relieflawyersnv.com
6	Kyle Dziminski	kyle@dziminskilaw.com
7	Office Admin	office.admin@benedictlaw.com
8	Kelley McGhie	kmcghie@balllawgroup.com
9	Eustacius Bursey	ebursey87@icloud.com
10	Zachary Ball	zball@balllawgroup.com
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		