

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,

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. 83939
District Court No. A-19-794335-C
Electronically Filed
Dec 20 2021 02:39 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

MOTION FOR STAY

Petitioner JOHN DATTALA [Dattala], moves this honorable Court to
Order for a stay of the Order Granting Defendant's Motion for Summary
Judgment, Motion to Expunge Lis Pendens and Motion to Expunge Deed of
Trust [the Order] filed October 22, 2021, in the case of Dattala v. Bursey et
al et al, Nevada Eighth Judicial District Court Case No. A-19-794335-C.
The Order was entered following a hearing on September 28, 2021 and
awarded Defendant Precision Assets (real party in interest herein, referred
to herein as Precision) exclusive ownership rights to the Subject Properties,

1 identified as 50 Sacramento Drive and 59 Sacramento Drive, both in Las
2 Vegas, 89110 [the Subject Properties], against Dattala.

3 The Order cannot be appealed because the underlying case involves
4 multiple parties and there is not a final order adjudicating all the claims or
5 the rights and liabilities of all the parties as required by NRCP 54(b).
6

7 The relevant judgment language affecting Petitioner is on page 10 of
8 the Order [Exhibit 1, 1278:11] that "IT IS FURTHER ORDERED that
9 Precision Assets is the sole and rightful owner of the Property, free of any
10 interest, liens, or encumbrances of Plaintiff Dattala." This is an interim
11 order but it has already had final effectiveness as it's been recorded with
12 the Clark County Recorder, so it affects title to the two Subject Properties.
13 [Exhibits 2 and 3] In fact, Precision Assets has already transferred 59
14 Sacramento Drive by deed recorded December 13, 2021 and a new deed
15 of trust has been recorded. [Exhibits 4 and 5]
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17 As of December 19, 2021 title to 50 Sacramento Drive remains in
18 Precision Assets. However, Precision Assets received its ownership
19 interest, if any, from EUSTACHIUS C. BURSEY [Bursey]. Bursey
20 obtained his purported ownership interest by fraud and forgery as set forth
21 in the FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT
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1 AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR
2 OF JOHN DATTALA filed October 15, 2021 [FFCL, attached as Exhibit 6].
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5 SUMMARY OF BASIS OF THE PETITION, ALSO THE BASIS OF THIS
6 MOTION
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9 The Petition documents the relevant procedural history resulting in
10 the Order and the FFCL, supported by documents in the Appendix. In a
11 nutshell, Petitioner was the victim of a criminal scheme which resulted in
12 Bursey obtaining record title to the Subject Properties, then immediately
13 selling to Precision Assets. The FFCL stated that during April and May,
14 2019, Bursey obtained his purported ownership interest by fraud and illegal
15 activity, [Exh. 6 1220:12-26, 1221:21 - 1222:6, 1222:12-26, 1223:2-3,
16 1224:15-21, and 1225:6-15] and then immediately sold to Precision [Exh.
17 6 1224:15 - 21]. Thus, the transfer to Precision is void pursuant to NRS
18 111.025, 111.175 and Bank of Am., N.A. v. SFR Invs. Pool 1, LLC, 134
19 Nev. 604, 427 P.3d 113 (2018). The Court stating in the Order [Exh. 1,
20 1277:2-3] that “no genuine issues of matrial fact exist” is directly contrary to
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1 the law; in fact there are no factual issues preventing entry of summary
2 judgment in favor of Dattala.

3 This is doubly true since the Order is a interim order which “may be
4 revised at any time before the entry of a judgment adjudicating all the
5 claims and all the parties' rights and liabilities” pursuant to NRCP 54(b).
6

7 While the FFCL is expressly a final, appealable judgment [Exh, 6, 1237:14],
8 which was not appealed and the appeal deadline has now expired.
9

10 11 12 LEGAL AUTHORITY

13 14 A. TRANSFER OF VOID TITLE

15 The FFCL expressly finds that the transfer of titles to Subject
16 Properties were obtained by Bursey from Dattala through forgery and/or
17 fraud, as cited above. Therefore, those transfers are void pursuant to NRS
18 111.025 and NRS 111.175:
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21 NRS 111.025 Conveyances void against purchasers are void
22 against their heirs or assigns. Every conveyance, charge, instrument
23 or proceeding declared to be void by the provisions of this chapter, as
24 against purchasers, shall be equally void as against the heirs,
successors, personal representatives or assigns of such purchaser

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

What Nevada law there is regarding a void sale centers around
foreclosure sales by homeowner associations versus the mortgage lender.

In Shadow Wood Homeowners Ass'n, Inc. v. N.Y. Cmty. Bancorp, Inc., 132
Nev. 49, 64 - 65, 366 P.3d 1105 (2016) this court said:

A subsequent purchaser is bona fide under common-law principles if it takes the property "for a valuable consideration and without notice of the prior equity, and without notice of facts which upon diligent inquiry would be indicated and from which notice would be imputed to him, if he failed to make such inquiry." Bailey v. Butner, 64 Nev. 1, 19, 176 P.2d 226, 234 (1947) (emphasis omitted); see also Moore v. De Bernardi, 47 Nev. 46, 54, 220 P. 544, 547 (1923) ("The decisions are uniform that the bona fide purchaser of a legal title is not affected by any latent equity founded either on a trust, [e]ncumbrance, or otherwise, of which he has no notice, actual or constructive."). Although, as mentioned, NYCB might believe that Gogo Way purchased the property for an amount lower than the property's actual worth, that Gogo Way paid "valuable consideration" cannot be contested. Fair v. Howard, 6 Nev. 305, 308 (1871) ("The question is not whether the consideration is adequate, but whether it is valuable."); see also Poole v. Watts, 139 Wash. App. 1018 (2007) (unpublished disposition) (stating that the fact that the foreclosure sale purchaser purchased the property for a "low price" did not in itself put the purchaser on notice that anything was amiss with the sale).

This holding was limited just two years later in Bank of America v. SFR Investments Pool 1 LLC, 134 Nev. 604, 427 P.3d 113 (2018), another HOA v. bank foreclosure fight. The bank had paid the superpriority portion of the HOA lien but the HOA sold the house anyway to SFR. The case went all the way to the Supreme Court.

This court reversed a judgment in favor of SFR and held that the HOA sale was void because of defects in the HOA sale process. The court held that SFR was not a good faith bona fide purchaser. Id at 612.

1 That case was cited by the Supreme Court with approval in U.S.
2 Bank v. Resources Group LLC, 135 Nev. Adv. Op. 26, 444 P.3d 442, 448
3 (2019) (“A void sale, in contrast to a voidable sale, defeats the competing
4 title of even a bona fide purchaser for value.”).

5
6 Despite the existence of statutes dating back to the creation of
7 Nevada as a state in 1861, this Court has never interpreted or applied the
8 statutes in the context of a forged deed and an alleged bona fide
9 purchaser.
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11 By analogy, this court ruled in Alamo Rent-a-Car, Inc. v. Mendenhall,
12 113 Nev. 445, 937 P.2d 69 (1997) that a car thief who sold a car owned by
13 Alamo to a Nevada resident by a forged certificate of title could not defeat
14 the ownership rights of the defrauded party. A thief cannot convey good
15 title even to an alleged good faith bona fide purchaser. Id at 451.
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20 B. MOTION FOR STAY

21 NRAP 8(a)(2) allows for the instant motion to this Court upon a
22 showing “that moving first in the district court would be impracticable”.
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24 Dattala filed a motion for reconsideration which was heard by Respondent
25 Judge Escobar on November 16, 2021 and summarily denied. It would be
26 impractical to file another motion seeking a stay given the clear bias of the
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1 Respondent and failure to consider that the findings in the FFCL of forged
2 and fraudulently obtain deeds do to create either a genuine issue of
3 material barring summary judgment or voiding the subsequent deeds. This
4 despite the clear and unambiguous wording of to NRS 111.025 and NRS
5 111.175 and the clear holdings of Shadow Wood Homeowners Ass'n, Inc.,
6 Bank of America and U.S. Bank.
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9 All other conditions of NRAP 8(a) (2) are met.
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12 CONCLUSION

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14 The deeds obtained from Dattala by Bursey through forgery and fraud
15 are void and “shall be equally void as against the heirs, successors,
16 personal representatives or assigns of such purchaser” pursuant to NRS
17 111.025.
18

19
20 Petitioner seeks a stay prohibiting further transfer of the Subject
21 Properties to mitigate the damage and impact from the inappropriate Order.
22

23 /s/ Benjamin B. Childs

24 BENJAMIN B. CHILDS, ESQ.
25 Attorney for Petitioner

26 ///

27 ///

CERTIFICATE OF MAILING

I hereby certify that on this December 20, 2021, I served this
MOTION FOR STAY, with Exhibits, upon the following parties by placing a
true and correct copy thereof in the United States Mail in Las Vegas,
Nevada with first class postage fully prepaid:

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Honorable Adriana Escobar
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/s/ Benjamin B. Childs

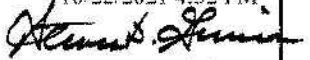
Benjamin B. Childs
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EXHIBIT 1

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CLERK OF THE COURT

ORDG

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

JOHN DATTALA;

Plaintiffs,

vs.

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

Defendants.

AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

**ORDER GRANTING DEFENDANT'S
MOTION FOR SUMMARY
JUDGMENT, MOTION TO
EXPUNGE LIS PENDENS AND
MOTION TO EXPUNGE DEED OF
TRUST**

The Motion for Summary Judgment, Motion to Expunge Deed of Trust, and Motion to Expunge Lis Pendens filed by Precision Assets (as Defendant, Counterclaimant, and Crossclaimant against Eustachius Bursey hereinafter referred to as "Precision and/or Precision Assets") came on for hearing before Department 14 of the Eighth Judicial District Court, the Honorable Adriana Escobar presiding, on September 28, 2021. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, this Court issues the following order:

1 **I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY.**

2 Precision Assets holds title to two parcels of real property that are involved in this action:
3 50 Sacramento Drive, Las Vegas, Nevada and 59 Sacramento Drive, Las Vegas, Nevada.
4 Precision Assets purchased both properties from defendant Eustachius C. Bursey, who claims to
5 have purchased the properties from plaintiff John Dattala.

6 **A. 50 SACRAMENTO DRIVE.**

7 On or about June 5, 1992, Dattala obtained title to 50 Sacramento pursuant to a Grant,
8 Bargain and Sale Deed, recorded on July 30, 1992. On June 3, 2018, Defendant Bursey borrowed
9 \$150,000.00 from Dattala to purchase 50 Sacramento, memorialized and secured by a Deed of
10 Trust recorded on August 2, 2018 against 50 Sacramento ("2018 Deed of Trust").

11 **1. Defendant Bursey Sells 50 Sacramento Drive.**

12 On April 1, 2019, HCO Residential, LLC ("HCO") and Defendant Bursey entered into a
13 purchase contract for 50 Sacramento for \$95,500.00 ("50 Sacramento Purchase
14 Contract"). Pursuant to the 50 Sacramento Purchase Contract, Defendant Bursey represented and
15 warranted that he was the only party in possession of the Property, and that there were no other
16 parties who claimed possession.

17 Defendant Bursey contends that he and Plaintiff executed two additional documents, with
18 both documents recorded on April 8, 2019:

- 19 • Dattala executes a Deed of Reconveyance relating to the 2018 Deed of Trust in full;
20 and
- 21 • Dattala and Defendant Bursey execute a quit claim deed, transferring title in 50
22 Sacramento from Dattala to Bursey in exchange for payment of \$73,540.00.

23 On April 7, 2019, Bursey contends that Dattala executed a notarized affidavit of grantor,
24 asserting that the quit claim deed was an arms-length transaction between Dattala and Defendant
25 Bursey, a valid transfer of ownership and that Dattala does not claim any further ownership to
26 50 Sacramento. When documents relating to an escrow transaction are executed outside of the
27 transaction, WFG may request an Affidavit of Grantor as a condition to Closing.

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1 1. Precision Receives An Assignment Of The HCO Contract To Purchase 50
2 Sacramento Drive.

3 Precision Assets is a real estate investment company. Precision Assets has established
4 multiple business channels whereby it can obtain information about parcels of real property
5 available for purchase. On April 9, 2019, Precision Assets received an email from a third party,
6 “Equity Connect – Wholesale Properties” (“Equity Connect”) regarding 50 Sacramento. After
7 completing a satisfactory investigation, Precision Assets agreed to be assigned the rights to the
8 50 Sacramento Purchase Contract.

9 On April 10, 2019, WFG confirmed receipt of \$5,000 from Precision Assets. On April 12,
10 2019, Defendant Bursey, as seller, and Precision Assets, as buyer, executed escrow instructions
11 and an amendment to the escrow instructions to fully perform the 50 Sacramento Purchase
12 Contract.

13 On April 12, 2019, Defendant Bursey provided two notarized affidavits to WFG as
14 follows:

- 15 1. Affidavit of No Mortgage or Deed of Trust – Defendant Bursey declares and certifies that
16 there are no encumbrances in the form of a mortgage or deed of trust against 50
17 Sacramento; and
- 18 2. Owner’s Affidavit – Defendant Bursey declares and certifies that he has full possession of
19 the property and that any liens and/or encumbrances have been duly disclosed to WFG;

20 On April 15, 2019, escrow confirmed receipt of \$106,675.61 from Precision
21 Assets. Combined with the prior \$5,000 payment from Precision Assets, Precision Assets paid a
22 total of \$111,675.61 to complete the 50 Sacramento purchase transaction. On April 15, 2019, a
23 Grant, Bargain and Sale Deed was recorded by WFG from Defendant Bursey to Precision Assets
24 to complete the arms-length transaction. On April 15, 2019, an owner’s title insurance policy
25 issued in favor of Precision Assets, with title vested in Precision Assets. On April 15, 2019,
26 escrow closed. Prior to the close of escrow, Precision Assets did not receive any communications
27 whatsoever from Dattala.

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1 3. Precision Assets' Detailed Due Diligence Never Identified Any Information
2 Indicating A Cloud On Title.

3 During escrow for 50 Sacramento, Precision Assets reviewed all escrow and title
4 documents before execution. Precision Assets did not uncover or suspect any potential problems
5 with 50 Sacramento before or during escrow. Indeed, Precision Assets received an insurance
6 policy concerning title to the property.

7 On April 18, 2019, Precision Assets borrowed \$149,675.61 from Acry Development, LLC,
8 secured by a Deed of Trust recorded against 50 Sacramento.

9 Furthermore, Defendant Spencer, the licensed notary who notarized Dattala and Defendant
10 Bursey's signatures on a Deed of Reconveyance and a Quit Claim Deed, testified that she had
11 no knowledge of Precision Assets nor had any communications with them in any capacity.
12 Defendant Spencer further testified that she personally witnessed Dattala sign the Deed of
13 Reconveyance and Deed of Trust in her presence. Defendant Spencer testified that she was not
14 a WFG employee, instead it was Dattala or Bursey whom directly contacted Ms. Spencer to
15 notarize the documents, specifically the Deed of Reconveyance and Quit Claim Deed.

16 B. 59 Sacramento Drive.

17 On or about November 14, 2008, Dattala obtained title to 59 Sacramento pursuant to a
18 Grant, Bargain and Sale Deed recorded on November 24, 2008. On April 19, 2019, HCO
19 Residential, LLC ("HCO") and Defendant Bursey entered into a purchase contract for 59
20 Sacramento for \$130,000.00 ("59 Sacramento Purchase Contract"). Pursuant to the 59
21 Sacramento Purchase Contract, Defendant Bursey represented and warranted to HCO that
22 Bursey was the only party in possession of the Property, and that there were no other
23 parties who claimed possession.

24 On April 22, 2019, a quit claim deed was recorded, whereby Dattala quitclaimed 59
25 Sacramento to Bursey in exchange for payment of \$79,091.00. On April 22, 2019, Bursey
26 contends that Dattala provided an executed notarized Affidavit of Grantor asserting that the quit
27 claim deed was, amongst other things, an arms-length transaction between Dattala and
28 Defendant Bursey, a valid transfer of ownership and that Dattala does not claim any further

1 ownership to 59 Sacramento.

2 1. Precision Assets Receives An Assignment Of The HCO Contract To Purchase
3 59 Sacramento Drive.

4 On April 22, 2019, Precision Assets received another email from Equity Connect,
5 providing information about 59 Sacramento and its availability for purchase. On April 30, 2019,
6 Defendant Bursey provided two notarized affidavits to WFG as follows:

- 7 • Affidavit of No Mortgage or Deed of Trust – Defendant Bursey declares and
8 certifies that there are no encumbrances in the form of a mortgage or deed of trust
9 against 59 Sacramento; and
- 10 • Owner's Affidavit – Defendant Bursey declares and certifies that he has full
11 possession of the property and that any liens and/or encumbrances have been duly
12 disclosed to the escrow company.

13 After completing a satisfactory investigation, Precision Assets agreed to be assigned the
14 rights to the 59 Sacramento Purchase Contract. On May 2, 2019, Defendant Bursey, as seller,
15 and Precision Assets, as buyer, executed escrow instructions, supplemental escrow instructions
16 and an amendment to the escrow instructions. On May 2, 2019, escrow confirmed Precision
17 Assets paid \$148,366.94 to close the 59 Sacramento purchase transaction. On May 2, 2019, WFG
18 recorded a Grant, Bargain and Sale Deed from Defendant Bursey to Precision Assets.

19 On May 2, 2019, WFG issued an owner's title insurance policy in favor of Precision Assets,
20 with title vested in Precision Assets. Prior to the close of escrow, Precision Assets did not receive
21 any communications whatsoever from Dattala.

22 1. Precision Assets' Detailed Due Diligence Never Identified Any Information
23 Indicating A Cloud On Title.

24 During escrow for 59 Sacramento, Precision Assets reviewed all escrow and title
25 documents before execution, and none of the documents reflected any defects or potential title
26 issues with 59 Sacramento. Precision Assets did not uncover or suspect any potential problems
27 with 59 Sacramento before or during escrow. Indeed, Precision Assets received an insurance
28 policy concerning title to the property.

1 Defendant Medina, the licensed notary who notarized Dattala and Defendant Bursey's
2 signatures on the Affidavit of Grantor, testified that she recalls personally meeting
3 with Dattala to obtain his signature on the Affidavit of Grantor. Ms. Medina
4 recalled Dattala signing the documents in question after reading the documents and did not
5 witness any duress or intoxication. Ms. Medina testified that she has no knowledge of Precision
6 Assets nor had any communications with Precision Assets in any capacity.

7 **II. STANDARD OF LAW.**

8 **A. Grant Of Summary Judgement.**

9 "Summary judgment is appropriate . . . when the pleadings, depositions, answers to
10 interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate
11 that no genuine issue of material fact exists, and that the moving party is entitled to judgment as
12 a matter of law," *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031 (Nev. 2005). "While the pleadings
13 and other evidence must be construed in the light most favorable to the nonmoving party, that
14 party has the burden to 'do more than simply show that there is some metaphysical doubt' as to
15 the operative facts to defeat a motion for summary judgment." *Id.* at 1031 (quoting *Matsushita*
16 *Elec. Indus. Co. v. Zenith Radio*, 475 U.S. 574, 586 (1986)). The governing law determines
17 which "factual disputes are material and will preclude summary judgment; other factual disputes
18 are irrelevant." *Id.* Accordingly, Nevada courts follow the federal summary judgment standard,
19 not the "slightest doubt" standard previously applicable before *Wood*. *Id.* at 1031, 1037.

20 **B. Quiet Title And Bona Fide Purchaser.**

21 In a quiet title action, "the burden of proof rests with the plaintiff to prove good title in
22 himself. Moreover, there is a presumption in favor of the record titleholder." *Breliant v.*
23 *Preferred Equities Corp., supra*, 112 Nev. at 669, 918 P.2d at 318. This is because Nevada is a
24 "race-notice" state, establishing that priority of title to real property vests in the party that records
25 first and without notice of prior claims on the same property. *Buhecker v. R.B. Petersen & Sons*
26 *Const. Co., Inc.*, 112 Nev. 1498, 1500, 929 P.2d 937, 936 (1996); *also see* N.R.S. §111.315,
27 §111.320. Furthermore:
28

1 Any purchaser who purchases an estate or interest in any real property
2 in good faith and for valuable consideration and *who does not have*
3 *actual knowledge, constructive notice of, or reasonable cause to know*
4 *that there exists a defect in, or adverse rights, title or interest to, the*
5 *real property* is a *bona fide* purchaser.

6 NRS 111.180(1) (emphasis added); *see also* *Bailey v. Butner*, 176 P.2d 226, 234 (Nev. 1947). In
7 order to demonstrate it is a *bona fide* purchaser as a matter of law, Precision Assets need only
8 show that: (1) that it purchased the properties for “valuable consideration”; and (2) without
9 notice of a competing or a superior interest in the property. *Berge v. Fredericks*, 95 Nev. 183,
10 591 P.2d 246 (1979). On this issue, “[Nevada] decisions are uniform that the *bona fide* purchaser
11 of a legal title is not affected by any latent equity founded either on a trust, [e]ncumbrance, or
12 otherwise, of which he has no notice, actual or constructive.” *Moore v. De Bernardi*, 220 P. 544,
13 547 (Nev. 1923).

14 C. Expungement Of Deed Of Trust.

15 Nevada law requires that a promissory note and corresponding deed of trust must be held
16 by the same person to foreclose under NRS Chapter 107. *Leyva v. National Default Servicing*
17 *Corp.*, 127 Nev. 470, 476, 255 P.3d 1275, 1279-80 (2011). To have standing to foreclose, the
18 current beneficiary of the deed of trust and the current holder of the promissory note must be the
19 same. *Edelstein v. Bank of N.Y. Mellon*, 128 Nev. 505, 514, 286 P.3d 249, 255 (2012).

20 D. Expungement Of Lis Pendens.

21 A Lis Pendens is governed by NRS 14.015. Pursuant to NRS 14.015(2), a party seeking to
22 maintain a Lis Pendens must show four elements: (1) the action affects title or possession of the
23 real property described, (2) the action is not brought for bad faith or for an improper motive, (3)
24 perform any conditions precedent to the relief sought, and (4) the party who recorded the notice
25 would be injured by any transfer. Following a conclusive showing of all four of these elements,
26 the party seeking to maintain a Lis Pendens must then, pursuant to NRS 14.015(3), prove a fifth
27 element – either that it is likely to prevail in the action or has a fair chance of success on the
28 merits and that the harm to him would be greater than the harm to property owner. Without
proving all five of these elements, a Lis Pendens cannot remain on the property and the court
“shall order the cancellation of the notice of pendency.”

1 **III. FINDINGS OF FACT.**

2 Precision Assets is the record title holder of 50 Sacramento and 59 Sacramento.

3 Precision Assets purchased 50 Sacramento and 59 Sacramento from defendant Bursey
4 pursuant to assignments it received from HCO Residential, LLC.

5 Bursey did not sign a promissory note in favor of Plaintiff in connection with Bursey's
6 acquisition of 50 Sacramento or 59 Sacramento from Plaintiff.

7 Precision Assets paid \$95,000.00 for 50 Sacramento.

8 Precision Assets paid \$130,000.00 for 59 Sacramento.

9 Bursey represented to HCO Residential LLC that he was the only party in possession of
10 the two properties and that there were no other parties who claimed possession of the properties.

11 Bursey had recorded a Deed of Reconveyance concerning the 50 Sacramento property that
12 he claimed had been signed by Plaintiff.

13 Bursey had recorded a Quit Claim deed transferring title in 50 Sacramento from Plaintiff
14 to Bursey in exchange for payment of \$73,540.00, which Bursey represented had been signed
15 by Plaintiff.

16 Bursey provided WFG with a notarized Affidavit of Grantor, asserting that the Quit Claim
17 deed transferring 50 Sacramento to Bursey was an arms-length transaction and that Plaintiff does
18 not claim any further ownership interest in 50 Sacramento.

19 WFG National Title Insurance Company issued a title insurance policy to Precision Assets
20 concerning 50 Sacramento.

21 Bursey had recorded a Quit Claim deed transferring title in 59 Sacramento to Bursey in
22 exchange for payment of \$79,091.00, which Bursey represented had been signed by Plaintiff.

23 Bursey provided WFG with a notarized Affidavit of Grantor, asserting that the Quit Claim
24 deed transferring 59 Sacramento to Bursey was an arms-length transaction and that Plaintiff does
25 not claim any further ownership interest in 59 Sacramento.

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1 **IV. CONCLUSIONS OF LAW.**

2 The evidence presented by the parties demonstrates that no genuine issues of material fact
3 exist and that Precision Assets is entitled to judgment as a matter of law as set forth in its Motion
4 for Summary Judgment against plaintiff Dattala and cross-claimant Bursey.

5 Precision Assets purchased 50 Sacramento and 59 Sacramento in good faith.

6 Precision Assets purchased 50 Sacramento and 59 Sacramento for valuable consideration.

7 Precision Assets did not have actual knowledge, constructive notice of, or reasonable cause
8 to know that there was a defect in or adverse rights, title or interest to 50 Sacramento.

9 Precision Assets did not have actual knowledge, constructive notice of, or reasonable
10 cause to know that there was a defect in or adverse rights, title or interest to 59 Sacramento.

11 As a matter of law, any knowledge held by WFG as the escrow holder is not imputed to
12 Precision Assets. *Huntington v. Mila, Inc.*, 119 Nev. 355, 358, 75 P.3d 354, 356 (2003), as
13 corrected (Sept. 24, 2003).

14 Precision Assets is a bona fide purchaser of 50 Sacramento.

15 Precision Assets is a bona fide purchaser of 59 Sacramento.

16 Bursey has neither answered nor addressed Precision Assets' claims against him for breach
17 of contract, unjust enrichment, and fraud concerning both the 50 and 59 Sacramento properties.

18 As a matter of law, Plaintiff cannot succeed on the merits of his claims against Precision
19 Assets on 50 Sacramento.

20 As a matter of law, Plaintiff cannot succeed on the merits of his claims against Precision
21 Assets on 59 Sacramento.

22 As a matter of law, Precision Assets succeeds on the merits of its claims against Plaintiff.

23 As a matter of law, Plaintiff's Deed of Trust is improper because he does not have a related
24 Promissory Note, and that Deed of Trust shall be canceled and stricken from title to the 50
25 Sacramento Property.

26 As a matter of law, Plaintiff cannot meet his burden under NRS 14.015, to maintain the Lis
27 Pendens he recorded against 50 Sacramento and 59 Sacramento, and therefore those Lis Pendens
28 shall be expunged/canceled.

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IT IS FURTHER ORDERED that Moving Defendant/Counterclaimant Precision Asset's Motion to Expunge Deed of Trust is Granted, and the Lis Pendens recorded by Plaintiff against both 50 Sacramento and 59 Sacramento shall be released, canceled and stricken from title to the 50 Sacramento Property forthwith.

IT IS FURTHER ORDERED that Precision Asset is the sole and rightful owner to the Property, free of any interest, liens, or encumbrances of plaintiff Dattala.

IT IS FURTHER ORDERED that Deed of Trust identified in the Motion as not securing a promissory note shall be canceled, released, and stricken from title to the 50 Sacramento Property forthwith.

Dated this 22nd day of October, 2021

DISTRICT COURT JUDGE

90A 6C7 A1DE 3A5E
Adriana Escobar
District Court Judge

/s/ Aaron D. Lancaster
Aaron D. Lancaster, Esq.
Nevada Bar No. 10115
7785 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
*Attorneys for Defendant/Crossclaim Defendant,
WFG National Title Insurance Company*

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

Inst #: 20211025-0002600
Fees: \$42.00
10/25/2021 01:25:01 PM
Receipt #: 4752290
Requestor:
BILL LAW GROUP
Recorded By: RYUD Pgs: 13
Debbie Conway
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE

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

140-31-817-043

APN#

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Order Granting Summary Judgment, Expunging Lis Pendens and

Expunging Deed of Trust

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

RECORDING REQUESTED BY:

Ball Law Group

RETURN TO: Name Zachary Ball
Address 1935 Village Center Circle, Ste. 120
City/State/Zip Las Vegas, Nevada 89135

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

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Adriana Escobar
CLERK OF THE COURT

ORDG

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alancaster@wrightlegal.net

Attorneys for Defendant/Crossclaim Defendant,

WFG National Title Insurance Company

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA;

Plaintiffs,

vs.

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.

AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

**ORDER GRANTING DEFENDANT'S
MOTION FOR SUMMARY
JUDGMENT, MOTION TO
EXPUNGE LIS PENDENS AND
MOTION TO EXPUNGE DEED OF
TRUST**

The Motion for Summary Judgment, Motion to Expunge Deed of Trust, and Motion to Expunge Lis Pendens filed by Precision Assets (as Defendant, Counterclaimant, and Crossclaimant against Eustachius Bursey hereinafter referred to as "Precision and/or Precision Assets") came on for hearing before Department 14 of the Eighth Judicial District Court, the Honorable Adriana Escobar presiding, on September 28, 2021. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, this Court issues the following order:

PAGE 1 OF 10

Case Number: A-19-794335-C



1 **I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY.**

2 Precision Assets holds title to two parcels of real property that are involved in this action:
3 50 Sacramento Drive, Las Vegas, Nevada and 59 Sacramento Drive, Las Vegas, Nevada.
4 Precision Assets purchased both properties from defendant Eustachius C. Bursey, who claims to
5 have purchased the properties from plaintiff John Dattala.

6 **A. 50 SACRAMENTO DRIVE.**

7 On or about June 5, 1992, Dattala obtained title to 50 Sacramento pursuant to a Grant,
8 Bargain and Sale Deed, recorded on July 30, 1992. On June 3, 2018, Defendant Bursey borrowed
9 \$150,000.00 from Dattala to purchase 50 Sacramento, memorialized and secured by a Deed of
10 Trust recorded on August 2, 2018 against 50 Sacramento ("2018 Deed of Trust").

11 **1. Defendant Bursey Sells 50 Sacramento Drive.**

12 On April 1, 2019, HCO Residential, LLC ("HCO") and Defendant Bursey entered into a
13 purchase contract for 50 Sacramento for \$95,500.00 ("50 Sacramento Purchase
14 Contract"). Pursuant to the 50 Sacramento Purchase Contract, Defendant Bursey represented and
15 warranted that he was the only party in possession of the Property, and that there were no other
16 parties who claimed possession.

17 Defendant Bursey contends that he and Plaintiff executed two additional documents, with
18 both documents recorded on April 8, 2019:

- 19 • Dattala executes a Deed of Reconveyance relating to the 2018 Deed of Trust in full;
20 and
- 21 • Dattala and Defendant Bursey execute a quit claim deed, transferring title in 50
22 Sacramento from Dattala to Bursey in exchange for payment of \$73,540.00.

23 On April 7, 2019, Bursey contends that Dattala executed a notarized affidavit of grantor,
24 asserting that the quit claim deed was an arms-length transaction between Dattala and Defendant
25 Bursey, a valid transfer of ownership and that Dattala does not claim any further ownership to
26 50 Sacramento. When documents relating to an escrow transaction are executed outside of the
27 transaction, WFG may request an Affidavit of Grantor as a condition to Closing.

28 ///



1 1. Precision Receives An Assignment Of The HCO Contract To Purchase 50
2 Sacramento Drive.

3 Precision Assets is a real estate investment company. Precision Assets has established
4 multiple business channels whereby it can obtain information about parcels of real property
5 available for purchase. On April 9, 2019, Precision Assets received an email from a third party,
6 "Equity Connect – Wholesale Properties" ("Equity Connect") regarding 50 Sacramento. After
7 completing a satisfactory investigation, Precision Assets agreed to be assigned the rights to the
8 50 Sacramento Purchase Contract.

9 On April 10, 2019, WFG confirmed receipt of \$5,000 from Precision Assets. On April 12,
10 2019, Defendant Bursey, as seller, and Precision Assets, as buyer, executed escrow instructions
11 and an amendment to the escrow instructions to fully perform the 50 Sacramento Purchase
12 Contract.

13 On April 12, 2019, Defendant Bursey provided two notarized affidavits to WFG as
14 follows:

- 15 1. Affidavit of No Mortgage or Deed of Trust – Defendant Bursey declares and certifies that
16 there are no encumbrances in the form of a mortgage or deed of trust against 50
17 Sacramento; and
18 2. Owner's Affidavit – Defendant Bursey declares and certifies that he has full possession of
19 the property and that any liens and/or encumbrances have been duly disclosed to WFG;

20 On April 15, 2019, escrow confirmed receipt of \$106,675.61 from Precision
21 Assets. Combined with the prior \$5,000 payment from Precision Assets, Precision Assets paid a
22 total of \$111,675.61 to complete the 50 Sacramento purchase transaction. On April 15, 2019, a
23 Grant, Bargain and Sale Deed was recorded by WFG from Defendant Bursey to Precision Assets
24 to complete the arms-length transaction. On April 15, 2019, an owner's title insurance policy
25 issued in favor of Precision Assets, with title vested in Precision Assets. On April 15, 2019,
26 escrow closed. Prior to the close of escrow, Precision Assets did not receive any communications
27 whatsoever from Dattala.

28 ///



1 3. Precision Assets' Detailed Due Diligence Never Identified Any Information
2 Indicating A Cloud On Title.

3 During escrow for 50 Sacramento, Precision Assets reviewed all escrow and title
4 documents before execution. Precision Assets did not uncover or suspect any potential problems
5 with 50 Sacramento before or during escrow. Indeed, Precision Assets received an insurance
6 policy concerning title to the property.

7 On April 18, 2019, Precision Assets borrowed \$149,675.61 from Acry Development, LLC,
8 secured by a Deed of Trust recorded against 50 Sacramento.

9 Furthermore, Defendant Spencer, the licensed notary who notarized Dattala and Defendant
10 Bursey's signatures on a Deed of Reconveyance and a Quit Claim Deed, testified that she had
11 no knowledge of Precision Assets nor had any communications with them in any capacity.
12 Defendant Spencer further testified that she personally witnessed Dattala sign the Deed of
13 Reconveyance and Deed of Trust in her presence. Defendant Spencer testified that she was not
14 a WFG employee, instead it was Dattala or Bursey whom directly contacted Ms. Spencer to
15 notarize the documents, specifically the Deed of Reconveyance and Quit Claim Deed.

16 B. 59 Sacramento Drive.

17 On or about November 14, 2008, Dattala obtained title to 59 Sacramento pursuant to a
18 Grant, Bargain and Sale Deed recorded on November 24, 2008. On April 19, 2019, HCO
19 Residential, LLC ("HCO") and Defendant Bursey entered into a purchase contract for 59
20 Sacramento for \$130,000.00 ("59 Sacramento Purchase Contract"). Pursuant to the 59
21 Sacramento Purchase Contract, Defendant Bursey represented and warranted to HCO that
22 Bursey was the only party in possession of the Property, and that there were no other
23 parties who claimed possession.

24 On April 22, 2019, a quit claim deed was recorded, whereby Dattala quitclaimed 59
25 Sacramento to Bursey in exchange for payment of \$79,091.00. On April 22, 2019, Bursey
26 contends that Dattala provided an executed notarized Affidavit of Grantor asserting that the quit
27 claim deed was, amongst other things, an arms-length transaction between Dattala and
28 Defendant Bursey, a valid transfer of ownership and that Dattala does not claim any further



1 ownership to 59 Sacramento.

2 1. Precision Assets Receives An Assignment Of The HCO Contract To Purchase
3 59 Sacramento Drive.

4 On April 22, 2019, Precision Assets received another email from Equity Connect,
5 providing information about 59 Sacramento and its availability for purchase. On April 30, 2019,
6 Defendant Bursey provided two notarized affidavits to WFG as follows:

- 7 • Affidavit of No Mortgage or Deed of Trust – Defendant Bursey declares and
8 certifies that there are no encumbrances in the form of a mortgage or deed of trust
9 against 59 Sacramento; and
- 10 • Owner's Affidavit – Defendant Bursey declares and certifies that he has full
11 possession of the property and that any liens and/or encumbrances have been duly
12 disclosed to the escrow company.

13 After completing a satisfactory investigation, Precision Assets agreed to be assigned the
14 rights to the 59 Sacramento Purchase Contract. On May 2, 2019, Defendant Bursey, as seller,
15 and Precision Assets, as buyer, executed escrow instructions, supplemental escrow instructions
16 and an amendment to the escrow instructions. On May 2, 2019, escrow confirmed Precision
17 Assets paid \$148,366.94 to close the 59 Sacramento purchase transaction. On May 2, 2019, WFG
18 recorded a Grant, Bargain and Sale Deed from Defendant Bursey to Precision Assets.

19 On May 2, 2019, WFG issued an owner's title insurance policy in favor of Precision Assets,
20 with title vested in Precision Assets. Prior to the close of escrow, Precision Assets did not receive
21 any communications whatsoever from Dattala.

22 1. Precision Assets' Detailed Due Diligence Never Identified Any Information
23 Indicating A Cloud On Title.

24 During escrow for 59 Sacramento, Precision Assets reviewed all escrow and title
25 documents before execution, and none of the documents reflected any defects or potential title
26 issues with 59 Sacramento. Precision Assets did not uncover or suspect any potential problems
27 with 59 Sacramento before or during escrow. Indeed, Precision Assets received an insurance
28 policy concerning title to the property.



1 Defendant Medina, the licensed notary who notarized Dattala and Defendant Bursey's
2 signatures on the Affidavit of Grantor, testified that she recalls personally meeting
3 with Dattala to obtain his signature on the Affidavit of Grantor. Ms. Medina
4 recalled Dattala signing the documents in question after reading the documents and did not
5 witness any duress or intoxication. Ms. Medina testified that she has no knowledge of Precision
6 Assets nor had any communications with Precision Assets in any capacity.

7 **II. STANDARD OF LAW.**

8 **A. Grant Of Summary Judgement.**

9 "Summary judgment is appropriate . . . when the pleadings, depositions, answers to
10 interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate
11 that no genuine issue of material fact exists, and that the moving party is entitled to judgment as
12 a matter of law." *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031 (Nev. 2005). "While the pleadings
13 and other evidence must be construed in the light most favorable to the nonmoving party, that
14 party has the burden to 'do more than simply show that there is some metaphysical doubt' as to
15 the operative facts to defeat a motion for summary judgment." *Id.* at 1031 (quoting *Matsushita*
16 *Elec. Indus. Co. v. Zenith Radio*, 475 U.S. 574, 586 (1986)). The governing law determines
17 which "factual disputes are material and will preclude summary judgment; other factual disputes
18 are irrelevant." *Id.* Accordingly, Nevada courts follow the federal summary judgment standard,
19 not the "slightest doubt" standard previously applicable before *Wood*. *Id.* at 1031, 1037.

20 **B. Quiet Title And Bona Fide Purchaser.**

21 In a quiet title action, "the burden of proof rests with the plaintiff to prove good title in
22 himself. Moreover, there is a presumption in favor of the record titleholder." *Breliant v.*
23 *Preferred Equities Corp., supra*, 112 Nev. at 669, 918 P.2d at 318. This is because Nevada is a
24 "race-notice" state, establishing that priority of title to real property vests in the party that records
25 first and without notice of prior claims on the same property. *Buhecker v. R.B. Petersen & Sons*
26 *Const. Co., Inc.*, 112 Nev. 1498, 1500, 929 P.2d 937, 936 (1996); *also see* N.R.S. §111.315,
27 §111.320. Furthermore:
28



1 Any purchaser who purchases an estate or interest in any real property
2 in good faith and for valuable consideration and *who does not have*
3 *actual knowledge, constructive notice of, or reasonable cause to know*
4 *that there exists a defect in, or adverse rights, title or interest to, the*
5 *real property* is a *bona fide* purchaser.

6 NRS 111.180(1) (emphasis added); *see also* *Bailey v. Butner*, 176 P.2d 226, 234 (Nev. 1947). In
7 order to demonstrate it is a *bona fide* purchaser as a matter of law, Precision Assets need only
8 show that: (1) that it purchased the properties for “valuable consideration”; and (2) without
9 notice of a competing or a superior interest in the property. *Berge v. Fredericks*, 95 Nev. 183,
10 591 P.2d 246 (1979). On this issue, “[Nevada] decisions are uniform that the *bona fide* purchaser
11 of a legal title is not affected by any latent equity founded either on a trust, [e]ncumbrance, or
12 otherwise, of which he has no notice, actual or constructive.” *Moore v. De Bernardi*, 220 P. 544,
13 547 (Nev. 1923).

14 C. Expungement Of Deed Of Trust.

15 Nevada law requires that a promissory note and corresponding deed of trust must be held
16 by the same person to foreclose under NRS Chapter 107. *Leyva v. National Default Servicing*
17 *Corp.*, 127 Nev. 470, 476, 255 P.3d 1275, 1279-80 (2011). To have standing to foreclose, the
18 current beneficiary of the deed of trust and the current holder of the promissory note must be the
19 same. *Edelstein v. Bank of N.Y. Mellon*, 128 Nev. 505, 514, 286 P.3d 249, 255 (2012).

20 D. Expungement Of Lis Pendens.

21 A Lis Pendens is governed by NRS 14.015. Pursuant to NRS 14.015(2), a party seeking to
22 maintain a Lis Pendens must show four elements: (1) the action affects title or possession of the
23 real property described, (2) the action is not brought for bad faith or for an improper motive, (3)
24 perform any conditions precedent to the relief sought, and (4) the party who recorded the notice
25 would be injured by any transfer. Following a conclusive showing of all four of these elements,
26 the party seeking to maintain a Lis Pendens must then, pursuant to NRS 14.015(3), prove a fifth
27 element – either that it is likely to prevail in the action or has a fair chance of success on the
28 merits and that the harm to him would be greater than the harm to property owner. Without
proving all five of these elements, a Lis Pendens cannot remain on the property and the court
“shall order the cancellation of the notice of pendency.”



1 **III. FINDINGS OF FACT.**

2 Precision Assets is the record title holder of 50 Sacramento and 59 Sacramento.

3 Precision Assets purchased 50 Sacramento and 59 Sacramento from defendant Bursey
4 pursuant to assignments it received from HCO Residential, LLC.

5 Bursey did not sign a promissory note in favor of Plaintiff in connection with Bursey's
6 acquisition of 50 Sacramento or 59 Sacramento from Plaintiff.

7 Precision Assets paid \$95,000.00 for 50 Sacramento.

8 Precision Assets paid \$130,000.00 for 59 Sacramento.

9 Bursey represented to HCO Residential LLC that he was the only party in possession of
10 the two properties and that there were no other parties who claimed possession of the properties.

11 Bursey had recorded a Deed of Reconveyance concerning the 50 Sacramento property that
12 he claimed had been signed by Plaintiff.

13 Bursey had recorded a Quit Claim deed transferring title in 50 Sacramento from Plaintiff
14 to Bursey in exchange for payment of \$73,540.00, which Bursey represented had been signed
15 by Plaintiff.

16 Bursey provided WFG with a notarized Affidavit of Grantor, asserting that the Quit Claim
17 deed transferring 50 Sacramento to Bursey was an arms-length transaction and that Plaintiff does
18 not claim any further ownership interest in 50 Sacramento.

19 WFG National Title Insurance Company issued a title insurance policy to Precision Assets
20 concerning 50 Sacramento.

21 Bursey had recorded a Quit Claim deed transferring title in 59 Sacramento to Bursey in
22 exchange for payment of \$79,091.00, which Bursey represented had been signed by Plaintiff.

23 Bursey provided WFG with a notarized Affidavit of Grantor, asserting that the Quit Claim
24 deed transferring 59 Sacramento to Bursey was an arms-length transaction and that Plaintiff does
25 not claim any further ownership interest in 59 Sacramento.

26 ///

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1 **IV. CONCLUSIONS OF LAW.**

2 The evidence presented by the parties demonstrates that no genuine issues of material fact
3 exist and that Precision Assets is entitled to judgment as a matter of law as set forth in its Motion
4 for Summary Judgment against plaintiff Dattala and cross-claimant Bursey.

5 Precision Assets purchased 50 Sacramento and 59 Sacramento in good faith.

6 Precision Assets purchased 50 Sacramento and 59 Sacramento for valuable consideration.

7 Precision Assets did not have actual knowledge, constructive notice of, or reasonable cause
8 to know that there was a defect in or adverse rights, title or interest to 50 Sacramento.

9 Precision Assets did not have actual knowledge, constructive notice of, or reasonable
10 cause to know that there was a defect in or adverse rights, title or interest to 59 Sacramento.

11 As a matter of law, any knowledge held by WFG as the escrow holder is not imputed to
12 Precision Assets. *Huntington v. Mila, Inc.*, 119 Nev. 355, 358, 75 P.3d 354, 356 (2003), as
13 corrected (Sept. 24, 2003).

14 Precision Assets is a bona fide purchaser of 50 Sacramento.

15 Precision Assets is a bona fide purchaser of 59 Sacramento.

16 Bursey has neither answered nor addressed Precision Assets' claims against him for breach
17 of contract, unjust enrichment, and fraud concerning both the 50 and 59 Sacramento properties.

18 As a matter of law, Plaintiff cannot succeed on the merits of his claims against Precision
19 Assets on 50 Sacramento.

20 As a matter of law, Plaintiff cannot succeed on the merits of his claims against Precision
21 Assets on 59 Sacramento.

22 As a matter of law, Precision Assets succeeds on the merits of its claims against Plaintiff.

23 As a matter of law, Plaintiff's Deed of Trust is improper because he does not have a related
24 Promissory Note, and that Deed of Trust shall be canceled and stricken from title to the 50
25 Sacramento Property.

26 As a matter of law, Plaintiff cannot meet his burden under NRS 14.015, to maintain the Lis
27 Pendens he recorded against 50 Sacramento and 59 Sacramento, and therefore those Lis Pendens
28 shall be expunged/canceled.



1 **ORDER**

2 **IT IS ORDERED** that Moving Defendant, Counterclaimant and Crossclaimant Precision
3 Asset's Motion for Summary Judgment against plaintiff Dattala and cross-claimant Bursey is
4 Granted.

5 **IT IS FURTHER ORDERED** that Moving Defendant/Counterclaimant Precision Asset's
6 Motion to Expunge Deed of Trust is Granted, and the Lis Pendens recorded by Plaintiff against
7 both 50 Sacramento and 59 Sacramento shall be released, canceled and stricken from title to the
8 50 Sacramento Property forthwith.

9 **IT IS FURTHER ORDERED** that Moving Defendant/Counterclaimant Precision Asset's
10 Motion to Expunge Lis Pendens is Granted.

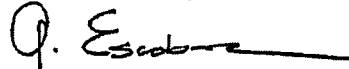
11 **IT IS FURTHER ORDERED** that Precision Asset is the sole and rightful owner to the
12 Property, free of any interest, liens, or encumbrances of plaintiff Dattala.

13 **IT IS FURTHER ORDERED** that Moving Defendant/Counterclaimant Precision Asset
14 may record this Judgment with the Clark County Recorder's Office and the Clark County
15 Recorder's Office shall record this Judgment in favor of Precision as to the Property.

16 **IT IS FURTHER ORDERED** that Deed of Trust identified in the Motion as not
17 securing a promissory note shall be canceled, released, and stricken from title to the 50
18 Sacramento Property forthwith.

19 **IT IS SO ORDERED.**

20 Dated this 22nd day of October, 2021

21 

22 DISTRICT COURT JUDGE

23 Respectfully Submitted by:

24 **90A 6C7 A1DE 3A5E**
Adriana Escobar
District Court Judge

25 **WRIGHT, FINLAY & ZAK, LLP**

26 /s/ Aaron D. Lancaster

27 Aaron D. Lancaster, Esq.

28 Nevada Bar No. 10115

7785 W. Sahara Ave., Suite 200

Las Vegas, NV 89117

Attorneys for Defendant/Crossclaim Defendant,

WFG National Title Insurance Company



1 CSERV

2 DISTRICT COURT
3 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 Order Granting was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 10/22/2021

15 Brian Dziminski

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EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

Inst #: 20211025-0002599
Fees: \$42.00
10/25/2021 01:25:01 PM
Receipt #: 4752290
Requestor:
BILL LAW GROUP
Recorded By: RYUD Pgs: 16
Debbie Conway
CLARK COUNTY RECORDER
Src: FRONT COUNTER
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APN# 140-31-810-025

(11 digit Assessor's Parcel Number may be obtained at:
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TITLE OF DOCUMENT

(DO NOT Abbreviate)

Order Granting Summary Judgment, Expunging Lis Pendens and
Expunging Deed of Trust

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

RECORDING REQUESTED BY:
Ball Law Group

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City/State/Zip

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Steven D. Grierson

NOTC

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JOHN DATTALA;

Plaintiffs,

vs.

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.

AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

**NOTICE OF ENTRY OF ORDER
GRANTING DEFENDANT'S
MOTION FOR SUMMARY
JUDGMENT, MOTION TO
EXPUNGE LIS PENDENS AND
MOTION TO EXPUNGE DEED OF
TRUST**

TO: ALL PARTIES and their ATTORNEYS.

PLEASE TAKE NOTICE of the following Order Granting Precision Asset's Motion for Summary Judgment, Motion to Expunge Lis Pendens and Motion to Expunge Deed of Trust that was entered on the 22nd day of October, 2021. A copy of said Order is attached hereto.

///

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PAGE 1 OF 3

Case Number: A-19-794335-C



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

DATED this 23rd day of October, 2021.

THE BALL LAW GROUP

/s/ Zachary T. Ball
Zachary T. Ball, Esq.
Nevada Bar No. 8364
1935 Village Center Circle, Suite 120
Las Vegas, NV 89134
Attorney for *Precision Assets, as*
Defendant, Counterclaimant and
Crossclaimant against Eustachius Bursey

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT, MOTION TO EXPUNGE LIS PENDENS AND MOTION TO EXPUNGE DEED OF TRUST** was electronically filed with the Eighth Judicial District Court on the 23rd day of October, 2021. Electronic service of the foregoing document shall be sent by the Court via email to the addresses furnished by the registered user(s) pursuant to N.E.F.C.R. 9(b) and 13(c) and as shown below:

LaShanda Satterwhite lrsatterwhite@ww.law
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CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

Ann L. Johnson
CLERK OF THE COURT

OCT 25 2021



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/s/ Zachary T. Ball, Esq.
An Employee of the Ball Law Group



ORDG

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alancaster@wrightlegal.net

Attorneys for Defendant/Crossclaim Defendant,

WFG National Title Insurance Company

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA;

Plaintiffs,

vs.

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.

AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

**ORDER GRANTING DEFENDANT'S
MOTION FOR SUMMARY
JUDGMENT, MOTION TO
EXPUNGE LIS PENDENS AND
MOTION TO EXPUNGE DEED OF
TRUST**

The Motion for Summary Judgment, Motion to Expunge Deed of Trust, and Motion to Expunge Lis Pendens filed by Precision Assets (as Defendant, Counterclaimant, and Crossclaimant against Eustachius Bursey hereinafter referred to as "Precision and/or Precision Assets") came on for hearing before Department 14 of the Eighth Judicial District Court, the Honorable Adriana Escobar presiding, on September 28, 2021. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, this Court issues the following order:



1 **I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY.**

2 Precision Assets holds title to two parcels of real property that are involved in this action:
3 50 Sacramento Drive, Las Vegas, Nevada and 59 Sacramento Drive, Las Vegas, Nevada.
4 Precision Assets purchased both properties from defendant Eustachius C. Bursey, who claims to
5 have purchased the properties from plaintiff John Dattala.

6 **A. 50 SACRAMENTO DRIVE.**

7 On or about June 5, 1992, Dattala obtained title to 50 Sacramento pursuant to a Grant,
8 Bargain and Sale Deed, recorded on July 30, 1992. On June 3, 2018, Defendant Bursey borrowed
9 \$150,000.00 from Dattala to purchase 50 Sacramento, memorialized and secured by a Deed of
10 Trust recorded on August 2, 2018 against 50 Sacramento ("2018 Deed of Trust").

11 **1. Defendant Bursey Sells 50 Sacramento Drive.**

12 On April 1, 2019, HCO Residential, LLC ("HCO") and Defendant Bursey entered into a
13 purchase contract for 50 Sacramento for \$95,500.00 ("50 Sacramento Purchase
14 Contract"). Pursuant to the 50 Sacramento Purchase Contract, Defendant Bursey represented and
15 warranted that he was the only party in possession of the Property, and that there were no other
16 parties who claimed possession.

17 Defendant Bursey contends that he and Plaintiff executed two additional documents, with
18 both documents recorded on April 8, 2019:

- 19 • Dattala executes a Deed of Reconveyance relating to the 2018 Deed of Trust in full;
20 and
- 21 • Dattala and Defendant Bursey execute a quit claim deed, transferring title in 50
22 Sacramento from Dattala to Bursey in exchange for payment of \$73,540.00.

23 On April 7, 2019, Bursey contends that Dattala executed a notarized affidavit of grantor,
24 asserting that the quit claim deed was an arms-length transaction between Dattala and Defendant
25 Bursey, a valid transfer of ownership and that Dattala does not claim any further ownership to
26 50 Sacramento. When documents relating to an escrow transaction are executed outside of the
27 transaction, WFG may request an Affidavit of Grantor as a condition to Closing.

28 ///



1 1. Precision Receives An Assignment Of The HCO Contract To Purchase 50
2 Sacramento Drive.

3 Precision Assets is a real estate investment company. Precision Assets has established
4 multiple business channels whereby it can obtain information about parcels of real property
5 available for purchase. On April 9, 2019, Precision Assets received an email from a third party,
6 "Equity Connect – Wholesale Properties" ("Equity Connect") regarding 50 Sacramento. After
7 completing a satisfactory investigation, Precision Assets agreed to be assigned the rights to the
8 50 Sacramento Purchase Contract.

9 On April 10, 2019, WFG confirmed receipt of \$5,000 from Precision Assets. On April 12,
10 2019, Defendant Bursey, as seller, and Precision Assets, as buyer, executed escrow instructions
11 and an amendment to the escrow instructions to fully perform the 50 Sacramento Purchase
12 Contract.

13 On April 12, 2019, Defendant Bursey provided two notarized affidavits to WFG as
14 follows:

- 15 1. Affidavit of No Mortgage or Deed of Trust – Defendant Bursey declares and certifies that
16 there are no encumbrances in the form of a mortgage or deed of trust against 50
17 Sacramento; and
18 2. Owner's Affidavit – Defendant Bursey declares and certifies that he has full possession of
19 the property and that any liens and/or encumbrances have been duly disclosed to WFG;

20 On April 15, 2019, escrow confirmed receipt of \$106,675.61 from Precision
21 Assets. Combined with the prior \$5,000 payment from Precision Assets, Precision Assets paid a
22 total of \$111,675.61 to complete the 50 Sacramento purchase transaction. On April 15, 2019, a
23 Grant, Bargain and Sale Deed was recorded by WFG from Defendant Bursey to Precision Assets
24 to complete the arms-length transaction. On April 15, 2019, an owner's title insurance policy
25 issued in favor of Precision Assets, with title vested in Precision Assets. On April 15, 2019,
26 escrow closed. Prior to the close of escrow, Precision Assets did not receive any communications
27 whatsoever from Dattala.

28 ///



1 3. Precision Assets' Detailed Due Diligence Never Identified Any Information
2 Indicating A Cloud On Title.

3 During escrow for 50 Sacramento, Precision Assets reviewed all escrow and title
4 documents before execution. Precision Assets did not uncover or suspect any potential problems
5 with 50 Sacramento before or during escrow. Indeed, Precision Assets received an insurance
6 policy concerning title to the property.

7 On April 18, 2019, Precision Assets borrowed \$149,675.61 from Acry Development, LLC,
8 secured by a Deed of Trust recorded against 50 Sacramento.

9 Furthermore, Defendant Spencer, the licensed notary who notarized Dattala and Defendant
10 Bursey's signatures on a Deed of Reconveyance and a Quit Claim Deed, testified that she had
11 no knowledge of Precision Assets nor had any communications with them in any capacity.
12 Defendant Spencer further testified that she personally witnessed Dattala sign the Deed of
13 Reconveyance and Deed of Trust in her presence. Defendant Spencer testified that she was not
14 a WFG employee, instead it was Dattala or Bursey whom directly contacted Ms. Spencer to
15 notarize the documents, specifically the Deed of Reconveyance and Quit Claim Deed.

16 B. 59 Sacramento Drive.

17 On or about November 14, 2008, Dattala obtained title to 59 Sacramento pursuant to a
18 Grant, Bargain and Sale Deed recorded on November 24, 2008. On April 19, 2019, HCO
19 Residential, LLC ("HCO") and Defendant Bursey entered into a purchase contract for 59
20 Sacramento for \$130,000.00 ("59 Sacramento Purchase Contract"). Pursuant to the 59
21 Sacramento Purchase Contract, Defendant Bursey represented and warranted to HCO that
22 Bursey was the only party in possession of the Property, and that there were no other
23 parties who claimed possession.

24 On April 22, 2019, a quit claim deed was recorded, whereby Dattala quitclaimed 59
25 Sacramento to Bursey in exchange for payment of \$79,091.00. On April 22, 2019, Bursey
26 contends that Dattala provided an executed notarized Affidavit of Grantor asserting that the quit
27 claim deed was, amongst other things, an arms-length transaction between Dattala and
28 Defendant Bursey, a valid transfer of ownership and that Dattala does not claim any further



1 ownership to 59 Sacramento.

2 1. Precision Assets Receives An Assignment Of The HCO Contract To Purchase
3 59 Sacramento Drive.

4 On April 22, 2019, Precision Assets received another email from Equity Connect,
5 providing information about 59 Sacramento and its availability for purchase. On April 30, 2019,
6 Defendant Bursey provided two notarized affidavits to WFG as follows:

- 7 • Affidavit of No Mortgage or Deed of Trust – – Defendant Bursey declares and
8 certifies that there are no encumbrances in the form of a mortgage or deed of trust
9 against 59 Sacramento; and
- 10 • Owner's Affidavit – Defendant Bursey declares and certifies that he has full
11 possession of the property and that any liens and/or encumbrances have been duly
12 disclosed to the escrow company.

13 After completing a satisfactory investigation, Precision Assets agreed to be assigned the
14 rights to the 59 Sacramento Purchase Contract. On May 2, 2019, Defendant Bursey, as seller,
15 and Precision Assets, as buyer, executed escrow instructions, supplemental escrow instructions
16 and an amendment to the escrow instructions. On May 2, 2019, escrow confirmed Precision
17 Assets paid \$148,366.94 to close the 59 Sacramento purchase transaction. On May 2, 2019, WFG
18 recorded a Grant, Bargain and Sale Deed from Defendant Bursey to Precision Assets.

19 On May 2, 2019, WFG issued an owner's title insurance policy in favor of Precision Assets,
20 with title vested in Precision Assets. Prior to the close of escrow, Precision Assets did not receive
21 any communications whatsoever from Dattala.

22 1. Precision Assets' Detailed Due Diligence Never Identified Any Information
23 Indicating A Cloud On Title.

24 During escrow for 59 Sacramento, Precision Assets reviewed all escrow and title
25 documents before execution, and none of the documents reflected any defects or potential title
26 issues with 59 Sacramento. Precision Assets did not uncover or suspect any potential problems
27 with 59 Sacramento before or during escrow. Indeed, Precision Assets received an insurance
28 policy concerning title to the property.



1 Defendant Medina, the licensed notary who notarized Dattala and Defendant Bursey's
2 signatures on the Affidavit of Grantor, testified that she recalls personally meeting
3 with Dattala to obtain his signature on the Affidavit of Grantor. Ms. Medina
4 recalled Dattala signing the documents in question after reading the documents and did not
5 witness any duress or intoxication. Ms. Medina testified that she has no knowledge of Precision
6 Assets nor had any communications with Precision Assets in any capacity.

7 **II. STANDARD OF LAW.**

8 **A. Grant Of Summary Judgement.**

9 "Summary judgment is appropriate . . . when the pleadings, depositions, answers to
10 interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate
11 that no genuine issue of material fact exists, and that the moving party is entitled to judgment as
12 a matter of law." *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031 (Nev. 2005). "While the pleadings
13 and other evidence must be construed in the light most favorable to the nonmoving party, that
14 party has the burden to 'do more than simply show that there is some metaphysical doubt' as to
15 the operative facts to defeat a motion for summary judgment." *Id.* at 1031 (quoting *Matsushita*
16 *Elec. Indus. Co. v. Zenith Radio*, 475 U.S. 574, 586 (1986)). The governing law determines
17 which "factual disputes are material and will preclude summary judgment; other factual disputes
18 are irrelevant." *Id.* Accordingly, Nevada courts follow the federal summary judgment standard,
19 not the "slightest doubt" standard previously applicable before *Wood*. *Id.* at 1031, 1037.

20 **B. Quiet Title And Bona Fide Purchaser.**

21 In a quiet title action, "the burden of proof rests with the plaintiff to prove good title in
22 himself. Moreover, there is a presumption in favor of the record titleholder." *Breliant v.*
23 *Preferred Equities Corp.*, *supra*, 112 Nev. at 669, 918 P.2d at 318. This is because Nevada is a
24 "race-notice" state, establishing that priority of title to real property vests in the party that records
25 first and without notice of prior claims on the same property. *Buhecker v. R.B. Petersen & Sons*
26 *Const. Co., Inc.*, 112 Nev. 1498, 1500, 929 P.2d 937, 936 (1996); *also see* N.R.S. §111.315,
27 §111.320. Furthermore:
28



1 Any purchaser who purchases an estate or interest in any real property
2 in good faith and for valuable consideration and *who does not have*
3 *actual knowledge, constructive notice of, or reasonable cause to know*
4 *that there exists a defect in, or adverse rights, title or interest to, the*
5 *real property* is a *bona fide* purchaser.

6 NRS 111.180(1) (emphasis added); *see also* Bailey v. Butner, 176 P.2d 226, 234 (Nev. 1947). In
7 order to demonstrate it is a *bona fide* purchaser as a matter of law, Precision Assets need only
8 show that: (1) that it purchased the properties for “valuable consideration”; and (2) without
9 notice of a competing or a superior interest in the property. *Berge v. Fredericks*, 95 Nev. 183,
10 591 P.2d 246 (1979). On this issue, “[Nevada] decisions are uniform that the *bona fide* purchaser
11 of a legal title is not affected by any latent equity founded either on a trust, [e]ncumbrance, or
12 otherwise, of which he has no notice, actual or constructive.” *Moore v. De Bernardi*, 220 P. 544,
13 547 (Nev. 1923).

14 C. Expungement Of Deed Of Trust.

15 Nevada law requires that a promissory note and corresponding deed of trust must be held
16 by the same person to foreclose under NRS Chapter 107. *Leyva v. National Default Servicing*
17 *Corp.*, 127 Nev. 470, 476, 255 P.3d 1275, 1279-80 (2011). To have standing to foreclose, the
18 current beneficiary of the deed of trust and the current holder of the promissory note must be the
19 same. *Edelstein v. Bank of N.Y. Mellon*, 128 Nev. 505, 514, 286 P.3d 249, 255 (2012).

20 D. Expungement Of Lis Pendens.

21 A Lis Pendens is governed by NRS 14.015. Pursuant to NRS 14.015(2), a party seeking to
22 maintain a Lis Pendens must show four elements: (1) the action affects title or possession of the
23 real property described, (2) the action is not brought for bad faith or for an improper motive, (3)
24 perform any conditions precedent to the relief sought, and (4) the party who recorded the notice
25 would be injured by any transfer. Following a conclusive showing of all four of these elements,
26 the party seeking to maintain a Lis Pendens must then, pursuant to NRS 14.015(3), prove a fifth
27 element – either that it is likely to prevail in the action or has a fair chance of success on the
28 merits and that the harm to him would be greater than the harm to property owner. Without
proving all five of these elements, a Lis Pendens cannot remain on the property and the court
“shall order the cancellation of the notice of pendency.”



1 **III. FINDINGS OF FACT.**

2 Precision Assets is the record title holder of 50 Sacramento and 59 Sacramento.

3 Precision Assets purchased 50 Sacramento and 59 Sacramento from defendant Bursey
4 pursuant to assignments it received from HCO Residential, LLC.

5 Bursey did not sign a promissory note in favor of Plaintiff in connection with Bursey's
6 acquisition of 50 Sacramento or 59 Sacramento from Plaintiff.

7 Precision Assets paid \$95,000.00 for 50 Sacramento.

8 Precision Assets paid \$130,000.00 for 59 Sacramento.

9 Bursey represented to HCO Residential LLC that he was the only party in possession of
10 the two properties and that there were no other parties who claimed possession of the properties.

11 Bursey had recorded a Deed of Reconveyance concerning the 50 Sacramento property that
12 he claimed had been signed by Plaintiff.

13 Bursey had recorded a Quit Claim deed transferring title in 50 Sacramento from Plaintiff
14 to Bursey in exchange for payment of \$73,540.00, which Bursey represented had been signed
15 by Plaintiff.

16 Bursey provided WFG with a notarized Affidavit of Grantor, asserting that the Quit Claim
17 deed transferring 50 Sacramento to Bursey was an arms-length transaction and that Plaintiff does
18 not claim any further ownership interest in 50 Sacramento.

19 WFG National Title Insurance Company issued a title insurance policy to Precision Assets
20 concerning 50 Sacramento.

21 Bursey had recorded a Quit Claim deed transferring title in 59 Sacramento to Bursey in
22 exchange for payment of \$79,091.00, which Bursey represented had been signed by Plaintiff.

23 Bursey provided WFG with a notarized Affidavit of Grantor, asserting that the Quit Claim
24 deed transferring 59 Sacramento to Bursey was an arms-length transaction and that Plaintiff does
25 not claim any further ownership interest in 59 Sacramento.

26 ///

27 ///

28 ///



1 **IV. CONCLUSIONS OF LAW.**

2 The evidence presented by the parties demonstrates that no genuine issues of material fact
3 exist and that Precision Assets is entitled to judgment as a matter of law as set forth in its Motion
4 for Summary Judgment against plaintiff Dattala and cross-claimant Bursey.

5 Precision Assets purchased 50 Sacramento and 59 Sacramento in good faith.

6 Precision Assets purchased 50 Sacramento and 59 Sacramento for valuable consideration.

7 Precision Assets did not have actual knowledge, constructive notice of, or reasonable cause
8 to know that there was a defect in or adverse rights, title or interest to 50 Sacramento.

9 Precision Assets did not have actual knowledge, constructive notice of, or reasonable
10 cause to know that there was a defect in or adverse rights, title or interest to 59 Sacramento.

11 As a matter of law, any knowledge held by WFG as the escrow holder is not imputed to
12 Precision Assets. *Huntington v. Mila, Inc.*, 119 Nev. 355, 358, 75 P.3d 354, 356 (2003), as
13 corrected (Sept. 24, 2003).

14 Precision Assets is a bona fide purchaser of 50 Sacramento.

15 Precision Assets is a bona fide purchaser of 59 Sacramento.

16 Bursey has neither answered nor addressed Precision Assets' claims against him for breach
17 of contract, unjust enrichment, and fraud concerning both the 50 and 59 Sacramento properties.

18 As a matter of law, Plaintiff cannot succeed on the merits of his claims against Precision
19 Assets on 50 Sacramento.

20 As a matter of law, Plaintiff cannot succeed on the merits of his claims against Precision
21 Assets on 59 Sacramento.

22 As a matter of law, Precision Assets succeeds on the merits of its claims against Plaintiff.

23 As a matter of law, Plaintiff's Deed of Trust is improper because he does not have a related
24 Promissory Note, and that Deed of Trust shall be canceled and stricken from title to the 50
25 Sacramento Property.

26 As a matter of law, Plaintiff cannot meet his burden under NRS 14.015, to maintain the Lis
27 Pendens he recorded against 50 Sacramento and 59 Sacramento, and therefore those Lis Pendens
28 shall be expunged/canceled.



1 **ORDER**

2 **IT IS ORDERED** that Moving Defendant, Counterclaimant and Crossclaimant Precision
3 Asset's Motion for Summary Judgment against plaintiff Dattala and cross-claimant Bursey is
4 Granted.

5 **IT IS FURTHER ORDERED** that Moving Defendant/Counterclaimant Precision Asset's
6 Motion to Expunge Deed of Trust is Granted, and the Lis Pendens recorded by Plaintiff against
7 both 50 Sacramento and 59 Sacramento shall be released, canceled and stricken from title to the
8 50 Sacramento Property forthwith.

9 **IT IS FURTHER ORDERED** that Moving Defendant/Counterclaimant Precision Asset's
10 Motion to Expunge Lis Pendens is Granted.

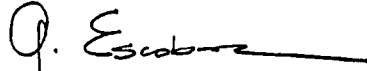
11 **IT IS FURTHER ORDERED** that Precision Asset is the sole and rightful owner to the
12 Property, free of any interest, liens, or encumbrances of plaintiff Dattala.

13 **IT IS FURTHER ORDERED** that Moving Defendant/Counterclaimant Precision Asset
14 may record this Judgment with the Clark County Recorder's Office and the Clark County
15 Recorder's Office shall record this Judgment in favor of Precision as to the Property.

16 **IT IS FURTHER ORDERED** that Deed of Trust identified in the Motion as not
17 securing a promissory note shall be canceled, released, and stricken from title to the 50
18 Sacramento Property forthwith.

19 **IT IS SO ORDERED.**

20 Dated this 22nd day of October, 2021

21 

22 DISTRICT COURT JUDGE

23 Respectfully Submitted by:

24 90A 6C7 A1DE 3A5E
Adriana Escobar
District Court Judge

25 WRIGHT, FINLAY & ZAK, LLP

26 /s/ Aaron D. Lancaster

27 Aaron D. Lancaster, Esq.

28 Nevada Bar No. 10115

7785 W. Sahara Ave., Suite 200

Las Vegas, NV 89117

Attorneys for Defendant/Crossclaim Defendant,

WFG National Title Insurance Company



1 CSERV

2 DISTRICT COURT
3 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 Order Granting was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 10/22/2021

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18 Lisa Cox

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19 Aaron Lancaster

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Zachary Ball

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EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

Inst #: 20211213-0002503
Fees: \$42.00
RPTT: \$1402.50 Ex #:
12/13/2021 03:18:29 PM
Receipt #: 4815686
Requestor:
Ticor Title Henderson 22
Recorded By: HAMMV Pgs: 4
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 140-31-810-025

Escrow No.: 210160191-TG

**WHEN RECORDED MAIL TO and MAIL
TAX STATEMENTS TO:**

Eduardo Gurrola Rodriguez and Lorena
Torres Rizo
59 Sacramento Dr
Las Vegas, NV 89110

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT, BARGAIN, SALE DEED

R.P.T.T \$1,402.50

THIS INDENTURE WITNESSETH: That

Precision Assets

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,
do(es) hereby Grant, Bargain, Sell and Convey to

**Eduardo Gurrola Rodriguez and Lorena Torres Rizo, Husband and Wife as Joint
Tenants**

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

FOR LEGAL DESCRIPTION OF THE REAL PROPERTY, SEE EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF.

Subject to:

1. Taxes for the fiscal year;
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.



SIGNATURE AND NOTARY ACKNOWLEDGMENT FOR
GRANT BARGAIN SALE DEED

Dated: 12-1-2021

Precision Assets

BY: [Signature]

Avi Segal, President

State of NEVADA

County of CLARK

This instrument was acknowledged before me on this 1 day of December 2021
by

Avi Segal, President

[Signature]

Notary Public

[SEAL]

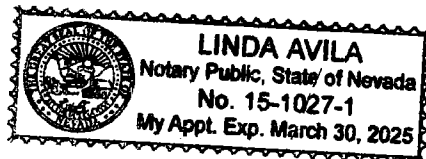


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 140-31-810-025

LOT EIGHTY-SEVEN (87) IN BLOCK FIVE (5) OF AMENDED PLAT OF MEADOW HOMES UNIT NO. 3, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 9 OF PLATS, PAGE 63 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Grant Bargain and Sale Deed
SCA0002455.doc / Updated: 09.14.21

NV-CT-FANV-01313.420016-210160191



STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor's Parcel Number(s)

- a. 140-31-810-025
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3. a. Total Value/Sales Price of Property \$ 275,000.00
b. Deed in Lieu of Foreclosure Only (value of property) ()
c. Transfer Tax Value: \$ 275,000.00
d. Real Property Transfer Tax Due \$ 1,402.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section NONE
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100.00%

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: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Precision Assets

Address: 1120 N Town Center Drive, Ste. 220

City: Las Vegas

State: _____ Zip: 89144

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Eduardo Gurrola Rodriguez and
Lorena Torres Rizo

Address: 59 Sacramento Dr

City: Las Vegas

State: NV Zip: 89110

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

Print Name: Ticor Title of Nevada, Inc.

Escrow # 210160191

Address: 2635 St Rose Pkwy., Suite 150

City: Henderson

State: NV Zip: 89052

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

Assessor's Parcel Number:
140-31-810-025
Recording Requested By:
GUARANTEED RATE, INC.

Inst #: 20211213-0002504
Fees: \$42.00
12/13/2021 03:18:29 PM
Receipt #: 4815686
Requestor:
Ticor Title Henderson 22
Recorded By: HAMMV Pgs: 17
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

And When Recorded Return To:
GUARANTEED RATE, INC.
4410 N. RAVENSWOOD AVE.
CHICAGO, ILLINOIS 60640
Loan Number: 214025994

Mail Tax Statements To:
GUARANTEED RATE, INC.
3940 N RAVENSWOOD
CHICAGO, ILLINOIS 60613

Mortgage Broker's Name: No mortgage
broker
NV License #: No mortgage broker

_____[Space Above This Line For Recording Data]_____

FHA Case No:
332-7435235-703

DEED OF TRUST

MIN: 100196399035278447

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated DECEMBER 9, 2021, together with all Riders to this document.

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(B) "Borrower" is EDUARDO GURROLA RODRIGUEZ AND LORENA TORRES RIZO, HUSBAND AND WIFE AS JOINT TENANTS

Borrower is the trustor under this Security Instrument.

(C) "Lender" is GUARANTEED RATE, INC.

Lender is a DELAWARE CORPORATION organized
and existing under the laws of DELAWARE
Lender's address is 3940 N RAVENSWOOD, CHICAGO, ILLINOIS 60613

(D) "Trustee" is Tigor Title of Nevada
2635 St. Rose Pkwy. #150, Henderson, Nevada 89052

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated DECEMBER 9, 2021
The Note states that Borrower owes Lender TWO HUNDRED SEVENTY THOUSAND NINETEEN AND 00/100 Dollars (U.S. \$ 270,019.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 1, 2052

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-applicable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

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(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) **"Secretary"** means the Secretary of the United States Department of Housing and Urban Development or his designee.

(S) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of Clark :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 140-31-810-025

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which currently has the address of 59 SACRAMENTO DR

LAS VEGAS

, Nevada 89110

[Street]

("Property Address"):

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and, Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.



If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.



All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is



completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be



required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.



12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument, or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located.

All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the



event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made



and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to



acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 900, as a maximum amount, depending on whether the assumption includes a release of liability.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Eduardo Gurrola (Seal)
Eduardo Gurrola
Rodriguez -Borrower

Witness

Lorena Torres Rizo (Seal)
Lorena Torres Rizo -Borrower
LORENA TORRES

Witness

NEVADA FHA DEED OF TRUST - MERS
NVDOTZ2.FHA 12/06/18

DocMagic eForms

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_____[Space Below This Line For Acknowledgment]_____

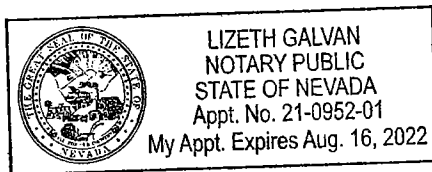
State of NEVADA

County of Clark

This instrument was acknowledged before me on DECEMBER 8, 2021
(date)

by Eduardo Gurrola Rodriguez AND Lorena Torres Rizo

(name(s) of person(s))



[Signature]
Signature of notarial officer

NOTARY PUBLIC
Title and Rank

(Seal, if any) My commission expires: AUGUST 16, 2022
Loan Originator: Joel Panduro, NMLSR ID 832928
Loan Originator Organization: Guaranteed Rate, Inc, NMLSR ID 2611

NEVADA FHA DEED OF TRUST - MERS
NVDOT2.FHA 12/06/18

DocMagic eForms

Page 15 of 15



Loan Number: 214025994

Date: DECEMBER 9, 2021

Property Address: 59 SACRAMENTO DR
LAS VEGAS, NEVADA 89110

EXHIBIT "A"
LEGAL DESCRIPTION

A.P.N. # : 140-31-810-025

★ DocMagic



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 140-31-810-025

LOT EIGHTY-SEVEN (87) IN BLOCK FIVE (5) OF AMENDED PLAT OF MEADOW HOMES UNIT NO. 3, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 9 OF PLATS, PAGE 63 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Grant Bargain and Sale Deed
SCA0002455.doc / Updated: 09.14.21

NV-CT-FANV-01313.420016-210160191



EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

Heather S. Lavin
CLERK OF THE COURT

FFCL
BENJAMIN B. CHILDS, Sr ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 385 1847
ben@benchilds.com
Attorney for Plaintiff
JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

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

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

Defendants

=====

AND RELATED ACTIONS

=====

Trial : October 13, 2021

FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS
C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA

The Court enters the following Findings of Fact, Conclusions of Law and Judgment after
the jury pool was dismissed and a prove up hearing conducted on October 13, 2021.

FINDINGS OF FACT

Calendar call was held at 2:00 PM on September 23, 2021.

Trial was scheduled beginning with jury selection at 11:00 AM on October 13, 2021.

All parties, though their attorneys, or directly in the case of EUSTACHIUS C. BURSEY
[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 begin 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

representations to Dattala :

- 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.
 19. For a purported purchase of the 59 Sacramento Property Bursey presented Dattala with a Deed of Trust in the amount of \$220,000 dated April 15, 2019 with a Zillow printout and amortization schedule at 8% interest.
 20. For a purported purchase of the 59 Sacramento Property, Bursey paid Dattala \$10,000 purportedly as an Earnest Money Deposit on April 19,

- 2019.
21. Bursey knew he did not intend to purchase the 59 Sacramento Property for \$220,000 at the time he presented Dattala with what was purported to be \$10,000 as an Earnest Money Deposit on April 19, 2019.
 22. Bursey knew he did not intend to purchase the 59 Sacramento Property for \$220,000 at the time he presented Dattala with a Deed of Trust in the amount of \$220,000 dated April 15, 2019 with a Zillow printout and amortization schedule at 8% interest.
 23. In April, 2019 Bursey stated to Dattala that once Bursey received his inheritance from his father's estate, he would pay Dattala the balance of the purchase prices for the 59 Sacramento Property as the April 19, 2019 \$10,000 payment was just earnest money or down payment until Bursey's inheritance came.
 24. In April, 2019, but prior to April 19, 2019, Bursy stated to Dattala that Bursey was waiting for money from his inheritance and would rent the properties out and make payments until he received his inheritance.
 25. In April, 2019, but prior to April 19, 2019, Bursy stated to Dattala that Bursey had to have a property management company come in to clean up the 59 Scaramento Property and that he needed to have documents signed and notarized.
 26. Bursey arranged for Dattala to sign two documents on April 5, 2019 being represented as a Warranty Deed and and a Deed of Trust and then Bursey had Dattala acknowledge his signatures on those two documents to Bonita Spencer [Spencer herein], a Nevada Notary Public, on the same date.
 27. Dattala did not know, and was never told, that Bursey intended to attach the signature page from one of the documents Dattala had signed and acknowledged to Spencer on April 5, 2019 to a Quitclaim Deed and that Bursey intended to, and did, record that Quitclaim Deed to attempt to obtain record title to the 50 Sacramento Property.
 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.
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 :

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.

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:

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

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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.

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.

- 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
3 enter for each notarial act performed, at the time the act is performed:
4 (d) Except as otherwise provided in subsection 3, the name and
5 **signature of the person whose signature is being**
6 **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
3 Civil RICO is a statutory cause of action, as set forth below.

4
5 NRS 207.360 "Crime related to racketeering" defined. "Crime related to
6 racketeering" means the commission of, attempt to commit or conspiracy to
7 commit any of the following crimes:

- 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,
or obtaining a signature by means of false pretenses;
12 29. Perjury or subornation of perjury;
13 30. Offering false evidence;
14 35. Any violation of NRS 205.377 [statutory definition set forth below]

15
16 NRS 205.377 - Multiple transactions involving fraud or deceit in course of
enterprise or occupation; penalty.

17 1. A person shall not, in the course of an enterprise or occupation,
18 knowingly and with the intent to defraud, engage in an act, practice or
19 course of business or employ a device, scheme or artifice which operates
20 or would operate as a fraud or deceit upon a person by means of a false
representation or omission of a material fact that:

- 21 (a) The person knows to be false or omitted;
22 (b) The person intends another to rely on; and
23 (c) Results in a loss to any person who relied on the false
representation or omission,

24 in at least two transactions that have the same or similar pattern, intents,
25 results, accomplices, victims or methods of commission, or are otherwise
26 interrelated by distinguishing characteristics and are not isolated
incidents within 4 years and in which the aggregate loss or intended loss
27 is more than \$650.

28 2. Each act which violates subsection 1 constitutes a separate offense.

29 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
30 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.

31 4. In addition to any other penalty, the court shall order a person who
violates subsection 1 to pay restitution.

32 5. A violation of this section constitutes a deceptive trade practice for the

purposes of NRS 598.0903 to 598.0999, inclusive.

6. As used in this section, "enterprise" has the meaning ascribed to it in NRS 207.380.

NRS 207.380 "Enterprise" includes:

1. Any natural person ...

NRS 207.390 "Racketeering activity" defined. "Racketeering activity" means engaging in at least two crimes related to racketeering that have the same or similar pattern, intents, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated incidents, if at least one of the incidents occurred after July 1, 1983, and the last of the incidents occurred within 5 years after a prior commission of a crime related to racketeering.

NRS 207.470 authorizes this civil action for damages resulting from racketeering, venue is proper, and Plaintiff is entitled to triple damages.

NRS 207.470 Civil actions for damages resulting from racketeering.

1. Any person who is injured in his or her business or property by reason of any violation of NRS 207.400 **has a cause of action against a person causing such injury for three times the actual damages sustained. An injured person may also recover attorney's fees in the trial** and appellate courts and costs of investigation and litigation reasonably incurred. The defendant or any injured person in the action may demand a trial by jury in any civil action brought pursuant to this section. Any injured person has a claim to forfeited property or the proceeds derived therefrom and this claim is superior to any claim the State may have to the same property or proceeds if the injured person's claim is asserted before a final decree is issued which grants forfeiture of the property or proceeds to the State.

2. A final judgment or decree rendered in favor of the State in any criminal proceeding under NRS 205.322 or 207.400 estops the defendant in any subsequent civil action or proceeding from denying the essential allegations of the criminal offense.

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.

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4 D. NEGLIGENCE PER SE

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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 :
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18
19 (b) Judgment on Multiple Claims or Involving Multiple Parties. When an
20 action presents more than one claim for relief — whether as a claim,
21 counterclaim, crossclaim, or third-party claim — or when multiple parties are
22 involved, the court may direct entry of a final judgment as to one or more, but
23 fewer than all, claims or parties only if the court expressly determines that
24 there is no just reason for delay.
25

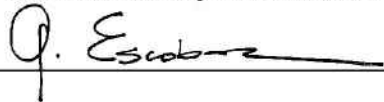
26
27 JUDGMENT
28

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. Compensatory damages in the amount of \$355,533 [Three Hundred and Fifty-Five Thousand, Five Hundred and Thirty-Three dollars] is a judgment in favor of JOHN DATTALA and against both EUSTACHIUS C. BURSEY and LILLIAN MEDINA, jointly and severally.
2. Pursuant to NRS 207.470 (1), Dattala is awarded three times the actual damages he sustained due to, and caused by, Bursey and Medina's actions. Three times \$355,533 is \$1,066,599. Thus, John Dattala is awarded an additional judgment in the amount of \$1,066,599 [One Million, Sixty-Six Thousand, Five Hundred and Ninety-Nine dollars], which amount is a judgment in favor of John Dattala against both EUSTACHIUS C. BURSEY and LILLIAN MEDINA, jointly and severally.
3. Dattala affirmatively waived his right for an award of attorney fees and costs against both Bursey and Medina, and so none are awarded.
4. Pursuant to NRCP 54(b), this is certified as a final, appealable judgment.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated this 15th day of October, 2021



1B8 434 6AA1 A180
Adriana Escobar
District Court Judge

Respectfully Drafted and Submitted by :

/s/ Benjamin B. Childs
BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
Attorney for Plaintiff
JOHN DATTALA