

# IN THE SUPREME COURT OF THE STATE OF NEVADA

## INDICATE FULL CAPTION:

JOHN DATTALA  
Appellant

vs.

PRECISION ASSETS;  
ACRY DEVELOPMENT LLC;  
WFG NATIONAL TITLE INSURANCE  
COMPANY  
Respondents

No. 84762  
Electronically Filed  
May 31 2022 09:35 a.m.  
Elizabeth N. Brown  
Clerk of Supreme Court  
DOCKETING  
CIVIL APPEALS

## GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

## WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District 8th Department 14  
County Clark Judge Adriana Escobar  
District Ct. Case No. A-19-796936-C

**2. Attorney filing this docketing statement:**

Attorney Benjamin B. Childs, Sr Telephone 702 251 0000  
Firm Benjamin B. Childs, Ltd  
Address 318 S. Maryland Parkway  
Las Vegas, NV 89101

Client(s) JOHN DATTALA

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney Zachary Ball Telephone (702) 303-8600  
Firm THE BALL LAW GROUP  
Address 1707 Village Center Circle Suite 140  
Las Vegas, Nevada 89134

Client(s) PRECISION ASSETS

Attorney John Benedict Telephone (702) 333-3770  
Firm Law Offices of John Benedict  
Address 2190 E. Pebble Rd., Suite 260  
Las Vegas, NV 89123

Client(s) ACRY DEVELOPMENT LLC

(List additional counsel on separate sheet if necessary)

**3. Attorney(s) representing respondents(s):**

Attorney Y. Michael Li Telephone 7026372235

Firm Wright, Finlay & Zak

Address 7785 W. Sahara Ave # 200  
Las Vegas, NV 89117

Client(s) WFG NATIONAL TITLE INSURANCE COMPANY

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Client(s) \_\_\_\_\_

(List additional counsel on separate sheet if necessary)

**4. Nature of disposition below (check all that apply):**

- |  |  |
|--|--|
| <input type="checkbox"/> Judgment after bench trial                    | <input type="checkbox"/> Dismissal:  |
| <input type="checkbox"/> Judgment after jury verdict                   | <input type="checkbox"/> Lack of jurisdiction  |
| <input checked="" type="checkbox"/> Summary judgment                   | <input type="checkbox"/> Failure to state a claim                                      |
| <input checked="" type="checkbox"/> Default judgment                   | <input type="checkbox"/> Failure to prosecute  |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief             | <input checked="" type="checkbox"/> Other (specify): <u>Stipulated by some parties</u> |
| <input type="checkbox"/> Grant/Denial of injunction                    | <input type="checkbox"/> Divorce Decree:   |
| <input checked="" type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification                |
| <input type="checkbox"/> Review of agency determination                | <input type="checkbox"/> Other disposition (specify): _____                            |

**5. Does this appeal raise issues concerning any of the following?**

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Dattala filed a Petition for Writ of Mandamus or Writ of Prohibition on December 20, 2021. Case # 83939. The Petition was denied on February 18, 2022 indicating that the issues should be addressed in an appeal.

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

Statement attached

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Re Precision Assets and Acry Development

Application of the Bona Fide Purchaser Statute

Trial Court improperly granted summary judgment in favor of a subsequent purchaser, Precision, in contravention of factual findings that Precision's seller obtained his ownership interests to the Subject Properties by fraud.

Re WFG

Was there a factual issue regarding agency precluding summary judgment?

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

8. BRIEF DESCRIPTION OF THE NATURE OF THE ACTION AND RESULT IN THE DISTRICT COURT, INCLUDING THE TYPE OF JUDGMENT OR ORDER BEING APPEALED AND THE RELIEF GRANTED BY THE DISTRICT COURT

Plaintiff JOHN DATTALA [Dattala herein] filed a second amended complaint with causes of action for Quiet Title and Declaratory Relief, Fraudulent Conveyance [as to Defendant EUSTACHIUS C. BURSEY [Bursey herein], Civil Conspiracy [as to Bursey and LILLIAN MEDINA [Medina herein], Negligence per se [as to Medina and WFG NATIONAL TITLE INSURANCE COMPANY [WFG herein], Failure to Supervise, Inadequate Training and Education [as to WFG], RICO [as to Bursey and Medina]. The quiet title and declaratory relief causes of action involved three separate parcels of real property.

Summary Judgment was entered in favor of Dattala against Bursey on the causes of action against Bursey as to Quiet Title, Declaratory Relief, Fraudulent Conveyance, Common Law Fraud, Breach of Contract, Breach of Implied covenant of Good Faith and Fair Dealing, and RICO on October 15, 2020. The sole parcel of real estate included in this judgment was 4029 Colusa Circle Las Vegas, NV 89110 [APN 140-31-817-001]. Pursuant to NRCP 54(b), the order was certified as a final, appealable judgment. See Findings of Facts, Conclusions of Law and Judgment filed 10/15/2021. [Exhibit Bates # 1 - 8]

Default Judgment was entered in favor of Dattala against Bursey and Medina on October 15, 2021, jointly and severally. Judgment was entered against Bursey for causes of action for Fraudulent Conveyance, Civil Conspiracy, and RICO pursuant to NRS 240.175. Judgment was entered against Medina for causes of action for Civil Conspiracy, and RICO pursuant to NRS 240.175. against Medina for Civil Conspiracy, Negligence per se and RICO pursuant to NRS 240.175. Pursuant to NRCP 54(b), the order was certified as a final, appealable judgment. [Exhibit Bates # 107 - 131]

Summary Judgment was entered in favor of PRECISION ASSETS and ACRY DEVELOPMENT LLC on Quiet Title and Declaratory Relief issues filed on October 22, 2021, [Exhibit Bates # 142 - 156] which is an Order being appealed. Plaintiff's Motion for Reconsideration was denied by written order filed on May 4, 2022, which is an Order being appealed. [Exhibit Bates # 191-208]

Summary Judgment was entered in favor of WFG NATIONAL TITLE INSURANCE COMPANY on Negligence per se WFG NATIONAL TITLE INSURANCE COMPANY [WFG herein], Failure to Supervise, Inadequate Training and Education [as to WFG filed on October 22, 2021, [Exhibit Bates # 131 - 141] which is an Order being appealed. Plaintiff's Motion for Reconsideration was denied by written order filed on January 25, 2022, which is an Order being appealed. [Exhibit Bates # 157 - 169]

Dattala's Motion for Declaratory Relief regarding title to 50 Sacramento Dr Las Vegas, NV 89110 [APN 140-31-817-043] and 59 Sacramento Dr Las Vegas, NV 89110 [APN 140-31-810-025] was denied by written order filed on February 25, 2022, which is an Order being appealed. [Exhibit Bates # 173-190]

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☐ N/A

☐ Yes

☒ No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☒ A substantial issue of first impression

☒ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

Explanation is attached.

## CLASH OF STATUTES, CASE OF FIRST IMPRESSION

On one hand, Dattala asserts that the titles to 50 and 59 Sacramento Drive were forged and are therefore void pursuant to NRS 111.025 and NRS 111.175:

NRS 111.025 Conveyances void against purchasers are void against their heirs or assigns. Every conveyance, charge, instrument or proceeding declared to be void by the provisions of this chapter, as against purchasers, shall be equally void as against the heirs, successors, personal representatives or assigns of such purchaser

NRS 111.175 Conveyances made to defraud prior or subsequent purchasers are void. Every conveyance of any estate, or interest in lands, or the rents and profits of lands, and every charge upon lands, 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.

On the other hand Precision Assets is the alleged purchaser, Precision Assets received title to the two houses and WFG, the title company that insured the titles on both houses, claim that Precision Assets is a bona fide purchasers pursuant to NRS 111.180:

NRS 111.180 Bona fide purchaser: Conveyance not deemed fraudulent in favor of bona fide purchaser unless subsequent purchaser had actual knowledge, constructive notice or reasonable cause to know of fraud.

1. Any purchaser who purchases an estate or interest in any real property in good faith and for valuable consideration and who does not have actual knowledge, constructive notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or interest to, the real property is a bona fide purchaser.
2. No conveyance of an estate or interest in real property, or charge upon real property, shall be deemed fraudulent in favor of a bona fide purchaser unless it appears that the subsequent purchaser in such conveyance, or person to be benefited by such charge, had actual knowledge, constructive notice or reasonable cause to know of the fraud intended.



NRS 111.180 has been on the statute books since 1861. The Nevada Supreme Court has never addressed the actual conflicts between the competing statutes.

Dattala has a formal, appealable judgment, which has NOT been appealed, in his favor that states positively that the deeds to Precision Assets' seller were forged and/or obtained by fraud. See Findings of Facts, Conclusions of Law and Judgment in favor of Dattala against Bursey and Medina filed 10/15/2021 [Bates # 87 - 104]. The Judgment finds fraud, civil conspiracy and a "Crime related to racketeering" pursuant to NRS 207.360. [Bates # 96:5-13]. Which makes the deeds to Precision Assets void based on NRS 111.025 and NRS 111.175.

**13. Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

Presumptively assigned to the Court of Appeals NRAP 17(b)(5) and (12)

(5) Appeals from a judgment, exclusive of interest, attorney fees, and costs, of \$250,000 or less in a tort case;

(12) Cases challenging the grant or denial of injunctive relief

**14. Trial.** If this action proceeded to trial, how many days did the trial last? \_\_\_\_\_

Was it a bench or jury trial? \_\_\_\_\_

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

## TIMELINESS OF NOTICE OF APPEAL

### 16. Date of entry of written judgment or order appealed from Oct 22, 2021

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

Note that 4 orders are being appealed.

They could not be appealed until a final order was entered resolving all claims between all parties.

### 17. Date written notice of entry of judgment or order was served Oct 23, 2021

Was service by:

☐ Delivery

☒ Mail/electronic/fax

### 18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See *AA Primo Builders v. Washington*, 126 Nev. \_\_\_\_, 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail

**19. Date notice of appeal filed** Mar 17, 2022

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If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP 4(a)(1)

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**SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

- |   |                                       |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205   |
| <input type="checkbox"/> NRAP 3A(b)(2)            | <input type="checkbox"/> NRS 233B.150 |
| <input checked="" type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376  |
| <input type="checkbox"/> Other (specify) _____    |                                       |

(b) Explain how each authority provides a basis for appeal from the judgment or order:

NRAP 3A(b)(1) Final judgment resolving all issues between all parties was filed May 11, 2022.

NRAP 3A(b)(3) An order granting or refusing to grant an injunction or dissolving or refusing to dissolve an injunction. Quiet title orders are in the nature of en rem, injunctive relief.

**22. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

Plaintiff s : JOHN DATTALA

Defendants :

PRECISION ASSETS;

ACRY DEVELOPMENT LLC;

WFG NATIONAL TITLE INSURANCE COMPANY

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

Bonita Spencer was dismissed by stipulation on August 26, 2020.

Eustachius Bursey and Lillian Mediana had a final, appealable judgment entered against them on October 15, 2021. They are not part of the instant appeal.

**23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

See attached statement

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☐ Yes

☒ No

**25. If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:

None - final order was entered May 11, 2022; this Order is not appealed.

## 23. Brief Description of claims, counterclaims, cross-claims and disposition

Dattala's Second Amended Complaint [SAC] was filed on January 31, 2021 [Exhibit Bates # 36 - 54] contains causes of action for Quiet Title, Declaratory Relief, Fraudulent Conveyance [as to Defendant EUSTACHIUS C. BURSEY [Bursey herein], Civil Conspiracy [as to Bursey and LILLIAN MEDINA [Medina herein], Negligence per se [as to Medina and WFG NATIONAL TITLE INSURANCE COMPANY [WFG herein], Failure to Supervise, Inadequate Training and Education [as to WFG], RICO [as to Bursey and Medina].

Summary Judgment was entered in favor of Dattala against Bursey on the causes of action against Bursey as to Quiet Title, Declaratory Relief, Fraudulent Conveyance, Common Law Fraud, Breach of Contract, Breach of Implied covenant of Good Faith and Fair Dealing, and RICO on October 15, 2020. The sole parcel of real estate included in this judgment was 4029 Colusa Circle Las Vegas, NV 89110 [APN 140-31-817-001]. Pursuant to NRCP 54(b), the order was certified as a final, appealable judgment. See Findings of Facts, Conclusions of Law and Judgment filed 10/15/2020. [Exhibit Bates # 1 - 8]

Claims against Bursey and Medina were resolved by judgment file October 15, 2021. [Exhibit Bates # 107 - 131]

Claims against Precision Assets and Acry were resolved by Order Granting Summary Judgment filed October 22, 2021 [Exhibit Bates # 142 - 156] and Order Denying Motion for Declaratory Relief filed 2/28/2022. [Exhibit Bates # 173 - 190]

Claims against WFG were resolved by Order Granting Summary Judgment filed October 25, 2021. See Order Granting WFG's Motions for Summary Judgment, filed 10/22/2021 [Exhibit Bates # 132 - 141] and Order Denying Motion for Reconsideration for Dattala's Motion v. WFG, filed 1/25/2022 [Exhibit Bates # 157 - 169]

Precision Assets filed a Cross-Claim against Bursey [Exhibit Bates # 86 - 95] asserting the following causes of action: (1) Breach of Contract – 50 Sacramento; (2) Unjust Enrichment – 50 Sacramento; (3) Breach of Contract – 59 Sacramento; (4) Unjust Enrichment – 59 Sacramento; and (5) Fraud. Precision Assets' claims are based on Bursey's failure to provide Precision with title free of any other claims. Precision seeks damages from Bursey. Bursey failed to appear at trial and Precision Assets did nothing to protect or assert its claims against Bursey.

Precision Assets filed a Cross-Claim against WFG [Exhibit Bates # 9-24] asserting the following causes of action: (1) Negligence (2) Breach of Contract (3) Breach of the Implied Covenant of Good Faith and Fair Dealing (4) Breach of Fiduciary Duty (5) Declaratory Judgment (6) Breach of Contract – Title Insurance

Policies (7) Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing – Title Policies (8) Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing – Title Policies (9) Violation of the Nevada Unfair Claims Practices Act – NRS 686A.310.

Resolved by Stipulation and Order filed May 17, 2022. [Exhibit Bates # 209-216]

(b) Specify the parties remaining below:  
None

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☒ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☒ No

**26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

Appellant waited for a final order resolving all claims between all parties, which was filed May 11, 2022. He now appeals the summary judgments orders, declaratory relief order and the order on motions for reconsideration.

**27. Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order



## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

JOHN DATTALA

Name of appellant

Benjamin B. Childs, Sr.

Name of counsel of record

May 31, 2022

Date

/s/ Benjamin B. Childs, Sr.

Signature of counsel of record

Clark County, Nevada

State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 31 day of May, 2022, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☐ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Emailed to :

Zachary Ball      zball@balllawgroup.com

John Benedict    john@benedictlaw.com

Y. Michael Li     yli@wrightlegal.net

Dated this 31 day of May, 2022

/s/ Benjamin B. Childs

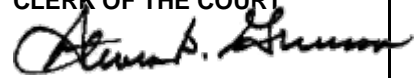
Signature

Dattala -  
May 31, 2022

Docketing Statement index

Chronological Order [NRAP 30(c)(1)]

Document	Bates #
Findings of Fact, Conclusions of Law and Judgment - Dattala v. Bursey [with Notice of Entry] filed 10/15/2020	1 - 8
Cross-claim - Precision Assets vs. WFG filed 11/5/2020	9 - 24
Answer - WFG to cross-claim filed 11/30/2020	25 - 35
Second Amended Complaint [SAC] filed 1/31/2021	36 - 54
Answer to SAC - Medina filed 2/5/2021	55 - 64
Answer to SAC - WFG filed 2/16/2021	65 - 74
Answer to SAC - Acry Development filed 2/19/2021	75 - 79
Answer to SAC - Precision Assets filed 2/22/2021	80 - 85
Cross-claim against Bursey	86 - 95
Amended Answer to SAC - Medina filed 7/20/2021	96 - 106
Findings of Facts, Conclusions of Law and Judgment - Dattala v. Bursey and Medina [with Notice of Entry] filed 10/15/2021	107 - 131
Order Granting WFG's Motions for Summary Judgment, [with Notice of Entry] filed 10/22/2021	132 - 141
Order Granting Precision Assets' Motions for Summary Judgment, to Expunge Deed of Trust and to Expunge Lis Pendens [with Notice of Entry] filed 10/22/2021	142 - 156
Order Denying Motion for Reconsideration [with Notice of Entry] for Dattala's Motion v. WFG, filed 1/25/2022	157 - 169
Release of Lis Pendens - Acry Development and Precision Assets filed 2/4/2022	170 - 172
Order Denying Motion for Declaratory Relief [with Notice of Entry] filed 2/28/2022	173 - 190
Order Denying Motion for Reconsideration [with Notice of Entry] for Dattala's Motion v. Precision Assets filed 5/4/2022	191 - 208
Stipulation and Order to Dismiss - WFG and Precision Assets filed 5/11/2022 [with Notice of Entry]	209 - 216



BENJAMIN B. CHILDS, ESQ.  
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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.

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

Defendants

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

AND RELATED ACTIONS

NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND  
JUDGMENT

Take notice that FINDINGS OF FACT, CONCLUSIONS OF LAW AND  
JUDGMENT was filed on October 15, 2020. A copy of said JUDGMENT is attached.

/s/ Benjamin B. Childs, Sr.

BENJAMIN B. CHILDS, Sr.  
Nevada Bar # 3946  
Attorney for Plaintiff

CERTIFICATE OF SERVICE

This NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF  
LAW AND JUDGMENT, with attachment, was served through the Odessey File and  
Serve system to all counsel and to Eustacius Bursey at his email address  
eburse87@icloud.com on filing. Electronic service is in lieu of mailing for the  
attorneys.

On October 16, 2020 I served a copy of this NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT, with attachment, by depositing a true, correct and complete copy of same in an envelope, which envelope was placed in the United States Mail with prepaid first class postage attached, addressed as follows:

Eustacius Bursey  
1658 Glynn Court  
Detroit, MI 48206

Eustacius Bursey  
50 Sacramento Drive  
Las Vegas, NV 89110

/s/ Benjamin B. Childs, Sr.  
BENJAMIN B. CHILDS, Sr.ESQ.  
NEVADA BAR # 3946

1 **FFCL**

2  
3 **DISTRICT COURT**  
4 **CLARK COUNTY, NEVADA**

5 JOHN DATTALA,

Plaintiff(s),

6  
7 v.

8 EUSTACHIUS C. BURSEY and PRECISION  
9 ASSETS, and ACRY DEVELOPMENT, LLC,  
10 and LILLIAN MEDINA; WFG NATIONAL  
11 TITLE INSURANCE COMPANY; BONITA  
12 SPENCER; and JOHN DOES 1 through 5  
through X,

Defendant(s).

CASE NO.: A-19-794335-C  
DEPT. NO.: XIV (14)

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW  
AND JUDGMENT**

**HEARING ON 09/03/2020  
at 9:30 a.m.**

13  
14 The Court enters the following Findings of Fact, Conclusions of Law and  
15 Judgment (Judgment) following the hearing on Plaintiff JOHN DATTALA'S MOTION  
16 FOR PARTIAL SUMMARY JUDGMENT AGAINST EUSTACHIUS C. BURSEY  
17 (Motion) held on September 3, 2020, before the Honorable Adriana Escobar.  
18 Attorney Benjamin B. Childs, Sr. appeared on behalf of Plaintiff/Counterdefendant  
19 JOHN DATTALA (Dattala); Andrew A. Bao, Esq. appeared on behalf of Defendants  
20 PRECISION ASSETS LLC (Precision Assets) and WFG NATIONAL TITLE  
21 INSURANCE COMPANY (WFG); and John Benedict, Esq. appeared on behalf of  
22 ACRY DEVELOPMENT, LLC (Acry).

23 Notably, Defendant EUSTACHIUS C. BURSEY (Bursey), a self-represented  
24 litigant, did not oppose the Motion and did not appear at the hearing. Precision  
25 Assets, WFG, and Acry filed limited oppositions to Dattala's Motion. The Court  
26 canvassed counsel to ensure that Bursey had been served with copies of the  
27 pleadings and counsel responded on the record confirming the steps taken to

Dattala V, Precision Assets  
Docketing Statement Case # 84762

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1 effectuate service. The Court was satisfied that Bursey had received proper notice of  
2 the hearing and copies of the pleadings as required by law.

3 Having reviewed the pleadings, arguments from counsel, and good cause  
4 appearing, the Court GRANTED Dattala's Motion and GRANTED Dattala's request  
5 for NRCP 54(b) certification. The Court also GRANTED Acry's request that the  
6 following Judgment apply only to the subject property located at 4029 Colusa Circle,  
7 Las Vegas, Nevada 89110 (hereinafter, the Colusa Property), as described below:

8  
9 Street Address: 4029 Colusa Circle Las Vegas, NV 89110. Brief Legal  
10 Description: Lot 86 in Block 5 of MEADOW HOMES UNIT # 1, as  
11 shown in PLAT BOOK 7 PAGE 5 in the Clark County Recorder's Office.  
12 APN 140-31-817-001

13 Any facts, issues, or relief established under NRCP 56 for purposes of this  
14 Judgment are established for the sole purpose of Dattala's claims against Bursey,  
15 Bursey's claims against Dattala, and not for any other purpose or against any other  
16 party in this matter.

### 17 **FINDINGS OF FACT**

- 18 1. Dattala sought summary judgment against Bursey on the following causes of  
19 action: (1) quiet title under NRS 40.010, (2) declaratory relief, (3) fraudulent  
20 transfer under NRS 112.80, (4) common law fraud, (5) breach of contract, (6)  
21 breach of implied covenant of good faith and fair dealing, and (7) racketeering  
22 under NRS 207.470.
- 23 2. Dattala also sought summary judgment against Bursey's counterclaims for (1)  
24 slander of title, (2) invalid lis pendens under NRS 205.395(5), (3) abuse of  
25 process, and (4) declaratory relief.
- 26 3. When Dattala met Bursey in 2016, Dattala owned the Colusa Property.
- 27 4. The scope of Dattala and Bursey's relationship was limited to the parties'  
interactions regarding the Colusa Property and two other properties that are

- 1 not the subject of Dattala's Motion.
- 2 5. In 2017, Bursey befriended Dattala and raised the idea of Dattala selling the
- 3 Colusa Property.
- 4 6. In the latter part of the year 2018, Bursey made the following representations
- 5 to Dattala:
- 6 a. That Bursey's father had died.
- 7 b. That Bursey expected an inheritance from his deceased father's estate.
- 8 c. That Bursey wanted to buy the Colusa Property from Dattala, and
- 9 planned to pay Dattala when Bursey received his inheritance from his
- 10 father's estate.
- 11 7. Bursey's representations regarding his father's death and the pending
- 12 inheritance were false. Bursey made these representations: (1) with
- 13 knowledge of their falsity and (2) with the intent to induce Dattala to enter a
- 14 sales agreement for the Colusa Property.
- 15 8. On two separate occasions, on March 19, 2019, and March 27, 2019, Bursey
- 16 represented to Dattala that he had "a child on the way in September." This
- 17 representation was false. Bursey made this representation: (1) with knowledge
- 18 of its falsity and (2) with the intent to induce Dattala to enter a sales agreement
- 19 for the Colusa Property.
- 20 9. On April 19, 2019, Bursey paid Dattala an Earnest Money Deposit of
- 21 \$10,000.00 to purchase the Colusa Property.
- 22 10. Bursey represented to Dattala that once Bursey received his inheritance from
- 23 his father's estate, he would pay Dattala the balance of the purchase price on
- 24 the Colusa Property.
- 25 11. Bursey presented Dattala with a Deed of Trust of \$201,041.00, dated April 19,
- 26 2019, and a Zillow printout and amortization schedule at .08% interest.
- 27 12. Bursey knew he did not intend to purchase the Colusa Property for

1 | \$201,041.00 when he paid Dattala the \$10,000 Earnest Money Deposit.

2 13. On April 29, 2019, Bursey forged Dattala's signature on a document titled  
3 Affidavit of Grantor purporting various factual allegations regarding the Colusa  
4 Property.

14. As a result of Bursey's prior representations, Dattala granted a QuitClaim Deed to Bursey for the Colusa Property, which was recorded on April 22, 2019.

15. Based on the parties' verbal agreement, Bursey agreed to purchase, and Dattala agreed to sell, the Colusa Property for \$201,041.00.

10 16. To date, Bursey has only paid Dattala \$10,000.00 in earnest money down  
11 payments.

12 17. Bursey owes Dattala \$191,041.00 for the Colusa Property.

13 18. Bursey still is the record title owner of the Colusa Property.

14 **CONCLUSIONS OF LAW**

15           The case solely between Dattala as Plaintiff and Bursey as Defendant involves  
16 causes of action Quiet Title, Declaratory Relief, Fraudulent Conveyance, Common  
17 Law Fraud, Breach of Contract, Breach of Implied Covenant of Good Faith and Fair  
18 Dealing, and Racketeering. The case solely between Dattala as Counterdefendant  
19 and Bursey as Counterclaimant involves Slander of Title, Invalid Lis Pendens, Abuse  
20 of Process, and Declaratory Relief.

Pursuant to EDCR 2.20(e), [w]ithin [14] days after the service of the motion... the opposing party must serve and file written notice of non-opposition or opposition thereto, together with a memorandum of points and authorities and supporting affidavits, if any, stating facts showing why the motion and/or joinder should be denied.” “Failure of the opposing party to serve and file written opposition may be construed as an admission that the motion...is meritorious and a consent to granting the same.” Id.



1 Additionally, NRCP 54(b) provides in part:

2 When an action presents more than one claim for relief — whether as a  
3 claim, counterclaim, crossclaim, or third-party claim — or when multiple  
4 parties are involved, the court may direct entry of a final judgment as to  
5 one or more, but fewer than all, claims or parties only if the court  
6 expressly determines that there is no just reason for delay.

7 Here, Bursey failed to oppose Dattala's Motion. As such, this Court construes  
8 Bursey's failure as an admission that the Motion is meritorious and consent to  
9 granting the Motion. Accordingly, the Court **GRANTS** Dattala's Motion as to all  
10 causes of actions against Bursey. The Court further **GRANTS** Dattala's Motion as to  
11 Bursey's counterclaims.

12 Moreover, the Court finds no just reason for delay in entering a final judgment  
13 in favor of Dattala against Bursey. Thus, the Court **GRANTS** Dattala's request for  
14 NRCP 54(b) relief.

#### 14 **JUDGMENT**

15 Based on the foregoing, the Court **GRANTS** Dattala's Motion and **ORDERS** as  
16 follows:

- 17 1. This Judgment applies only to claims between Dattala and Bursey and is  
18 limited to the Colusa Property.
- 19 2. Dattala is awarded ownership and all right, title, and interest to the Colusa  
20 Property. Dattala's interest is exclusive of any interest whatsoever of any  
21 party to this lawsuit, including Bursey, such expressly having no ownership,  
22 right, title, and interest in the Colusa Property.
- 23 3. Bursey owes Dattala \$191,041.00 in actual damages for the Colusa Property.
- 24 4. Under NRS 207.470 (1), Bursey further owes Dattala three times the amount  
25 of actual damages for a total of \$573,123.00
- 26 5. Pursuant to NRS 207.470 (1), Dattala is further awarded attorney fees against  
27 Bursey for costs of investigation and litigation reasonably incurred.

Dattala V, Precision Assets  
Docketing Statement Case # 84762

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1 6. Bursey's counterclaims against Dattala are dismissed.

2 7. Pursuant to NRCP 54(b), this is certified as a final, appealable judgment.

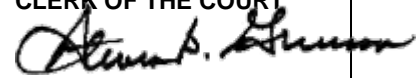
3  
4 **IT IS SO ORDERED ADJUDGED AND DECREED.**

5 Dated this 15th day of October, 2020

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7 **ADRIANA ESCOBAR**  
8 **DISTRICT COURT JUDGE**

9 20B 3AD FC21 5D2F  
10 Adriana Escobar  
11 District Court Judge  
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**CRCM**  
**LAW OFFICES OF JOHN BENEDICT**  
John Benedict, Esq. (SBN 5581)  
Email: John@Benedictlaw.com  
2190 E. Pebble Road, Suite 260  
Las Vegas, Nevada 89123  
Telephone: (702) 333-3770  
*Attorneys for Defendant ACRY*  
*Development LLC and for Precision Assets as*  
*Crossclaimant only*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

\*\*\*\*\*

JOHN DATTALA,  
  
Plaintiff,

vs.

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

Defendants.

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PRECISION ASSETS, a Nevada Corporation

Crossclaimant,

vs.

WFG NATIONAL TITLE INSURANCE  
COMPANY, a Delaware Corporation

Crossdefendant.

) Case No.: A-19-794335-C

) Dept. No.: 14

) **DEFENDANT PRECISION ASSETS'**  
) **CROSSCLAIM AGAINST WFG**  
) **NATIONAL TITLE INSURANCE**  
) **COMPANY**

) **ARBITRATION EXEMPT –**  
) **DECLARATORY RELIEF ASSERTED**

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**CROSSCLAIM**

Crossclaimant, PRECISION ASSETS, by and through its attorney, John Benedict, Esq. of the Law Offices of John Benedict, and for causes of action against the Crossdefendant WFG NATIONAL TITLE INSURANCE COMPANY in this Crossclaim, alleges as follows:

**JURISDICTIONAL ALLEGATIONS**

1. Crossclaimant, PRECISION ASSETS (“Precision”) is a Nevada corporation and at all relevant times herein was conducting business in Clark County, Nevada.

2. Crossdefendant, WFG NATIONAL TITLE INSURANCE COMPANY (“WFG”) is, and at all relevant times was, a Delaware corporation doing business in Clark County, Nevada, which provides escrow and title services there.

3. This Court is the proper court for trial and is the proper place for this suit to be brought as it primarily involves Nevada residents, all of the transactions and occurrences sued upon were entered into and took place in Clark County, Nevada, and involves two residential properties situated here.

**FACTS COMMON TO ALL CAUSES OF ACTION**

4. This action generally arises, in relevant part, from various purchase and sale transactions for the residential properties located at 50 Sacramento Drive, Las Vegas, Nevada 89110 (the “50 Sacramento Property”) and 59 Sacramento Drive, Las Vegas, Nevada 89110 (the “59 Sacramento Property”).

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

6. Precision was aware that Bursey was purchasing the 50 Sacramento Property from John Dattala (“Dattala”), and the preliminary title report and public records confirmed that Bursey completed that purchase from Dattala on April 8, 2019.

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

8. Precision completed the purchase of the 50 Sacramento Property by hiring WFG as a third-party escrow company.

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

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

11. Precision relied upon the aforementioned Affidavit of Guarantor.

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

13. The 59 Sacramento Property is legally described as 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, and also identified as Assessor Parcel Number 140-31-810-025.

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

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

16. Precision completed the purchase of the 59 Sacramento Property by hiring WFG as a third-party escrow company.

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

18. As part of its escrow file, underwriting, and for its title insurance, WFG presented to Precision an Affidavit of Grantor from Dattala, which was presented by WFG as having been

1 notarized by notary public Lillian Medina on April 29, 2019. In it, Dattala purportedly confirmed  
2 the April 22, 2019 deed for the sale of the 59 Sacramento Property by Dattala to Bursey.

3 19. Precision relied upon the aforementioned Affidavit of Guarantor.

4 20. On May 7, 2019, Dattala commenced this action with the filing of a Complaint and  
5 immediately filed a Lis Pendens against both Properties, thereby making them unmarketable.

6 21. On July 11, 2019, Dattala filed a First Amended Complaint in this action.

7 22. Precision later discovered that WFG committed various acts and omissions in the  
8 handling of its third-party escrow services provided for the 50 Sacramento Property and 59  
9 Sacramento Property, all of which are more fully described below as applicable to the causes of  
10 action asserted against WFG herein.

11 23. Additionally, after this action was commenced, Precision tendered its insurance  
12 defense and indemnity to WFG based on the two title insurance policies procured by Precision for  
13 the 50 Sacramento Property and 59 Sacramento Property.

14 24. WFG accepted such tender and appointed counsel to represent Precision, with such  
15 counsel continuing to represent Precision in this action, including in asserting a partial counterclaim  
16 against Dattala.

17 25. The appointed counsel by WFG also represents WFG in this action in defending  
18 against the claims asserted by Dattala against WFG.

19 26. After Precision learned of WFG's alleged negligent acts, breach of escrow  
20 instructions, breach of its fiduciary duties, and other actionable conduct described further herein,  
21 Precision demanded that WFG appoint independent counsel at WFG's cost to represent Precision  
22 in this action based on the actual conflict of interest between Precision and WFG.

23 27. WFG refused Precision's request for the appointment of independent counsel and  
24 repeatedly refused to assert claims against Dattala and Bursey, as Precision requested.  
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**FIRST CAUSE OF ACTION**

**NEGLIGENCE**

28. Precision realleges and incorporates all previous paragraphs of this Crossclaim as if set forth fully herein.

29. Parties are entitled to allege causes of action in the alternative under Nevada law, and Precision does so here as against WFG.

30. As noted above, Precision utilized the services of WFG to provide escrow and title services to completing its purchase of 50 Sacramento Property and 59 Sacramento Property.

31. WFG, in providing services related to the transaction at issue in the instant litigation, owed Precision a duty of care acting as both a title agency and an escrow agency under Nevada law.

32. WFG breached this duty of care, including without limitation, by: (1) failing to alert Precision of the red flags it learned of in regard to the 50 Sacramento Property and 59 Sacramento Property; (2) failing to disclose facts and circumstances to Precision which indicated wrongdoing by Dattala and Bursey; (3) failing to generally satisfy the trust and confidence of WFG, its own integrity in handling its duties, and/or the its fidelity owed to Precision; (4) failing to obtain proper Affidavits of Guarantor, and failing to verify signature and to obtain notary affidavits pre-Closing; (5) all of WFG's acts and omissions, breaches, negligence, statutory violations or other illegalities yet to be fully discovered; (6) failing to obtain further instruction from Precision in light of what it learned; (7) releasing Precision's funds and recording the Grant, Bargain and Sale Deeds for the 50 Sacramento Property and 59 Sacramento Property without further instruction from Precision and in spite of what it had learned; (8) failing to disclose facts and circumstances to Precision which indicated wrongdoing and title issues; and (9) failing to generally satisfy the trust and confidence of Precision, its own integrity in handling its duties, and/or the its fidelity owed to Precision.

1           33. As a direct result of WFG's breaches of its duties of care, Precision suffered  
2 damages.

3           34. WFG's breach of its duty of care to Precision was both the actual cause and the legal  
4 cause of Precision's damages, and but/for WFG's negligence, Precision would not have completed  
5 its purchase of the 50 Sacramento and 59 Sacramento Property and would not have suffered any of  
6 the damages alleged herein.

7           35. As a result of WFG's acts and omissions, Precision has been damaged in an amount  
8 in excess of Fifteen Thousand Dollars and No Cents (\$15,000.00).

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10                           **SECOND CAUSE OF ACTION**

11                           **BREACH OF CONTRACT – ESCROW INSTRUCTIONS**

12           36. Precision realleges and incorporates all previous paragraphs of this Crossclaim as if  
13 set forth fully herein.

14           37. Precision and WFG entered into a contract for WFG to provide escrow services in  
15 conjunction with Precision's purchase of the 50 Sacramento Property and 59 Sacramento Property.

16           38. The terms and conditions of such agreement require various obligations from WFG  
17 as set forth more fully therein.

18           39. Before the Closing of Precision's purchase of the 50 Sacramento Property and 59  
19 Sacramento Property, WFG knew or should have known there were possible title issues with each  
20 property and, post-dated the notarizing of a document, and did not receive other critical documents  
21 until after the properties' sale Closed, and in some instances, after Dattala had already filed his  
22 lawsuit and Lis Pendens.

23           40. Despite its knowledge of the facts and circumstances surrounding the transfer of the  
24 properties from Dattala to Bursey, and the red flags raised by both the timing and the lack of verified  
25 notarized signatures on the legally required documents and not having obtained proper affidavits  
26



1 from either the parties to those transactions or the notaries and without any notice and/or instruction  
2 from Precision, WFG closed the transactions and released Precision's purchase funds to Bursey.

3 41. Such actions and/or omissions expressly breached the terms and conditions of the  
4 agreement between Precision and WFG.

5 42. As a result of WFG's actions, Precision has been damaged in an amount in excess  
6 of Fifteen Thousand Dollars and No Cents (\$15,000.00).

7 43. Precision has been required to engage the services of an attorney to prosecute its  
8 claims and is entitled to reasonable attorneys' fees and costs so incurred.

9  
10 **THIRD CAUSE OF ACTION**

11 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING –  
12 ESCROW INSTRUCTIONS**

13 44. Precision realleges and incorporates all previous paragraphs of this Crossclaim as if  
14 set forth fully herein.

15 45. In every contract, including the contract between Precision and WFG, there exists  
16 in law an implied covenant of good faith and fair dealing.

17 46. WFG breached the covenant of good faith and fair dealing by (1) failing to alert  
18 Precision of the red flags it learned about while it supposedly represented and was protecting  
19 Precision in the transactions; (2) failing to obtain further instruction from Precision in light of what  
20 it learned; (3) releasing Precision's funds and recording the Grant, Bargain and Sale Deeds for the  
21 50 Sacramento Property and 59 Sacramento Property without further instruction from Precision  
22 and despite what it had learned; (4) failing to disclose facts and circumstances to Precision which  
23 indicated wrongdoing and title issues; and (5) failing to satisfy the trust and confidence of Precision  
24 generally in WFG's integrity in handling its duties, and/or the fidelity it owed Precision.

25 47. As a result of WFG's breach of the covenant of good faith and fair dealing, Precision  
26 suffered damages.

48. WFG's breach of the covenant of good faith and fair dealing was both the factual causation and legal causation of Precision's damages.

49. As a result of WFG's actions, Precision has been damaged in an amount in excess of Fifteen Thousand Dollars and No Cents (\$15,000.00).

50. Precision has been required to engage the services of an attorney to prosecute its claims and is entitled to reasonable attorneys' fees and costs so incurred.

#### **FOURTH CAUSE OF ACTION**

## BREACH OF FIDUCIARY DUTY

51. Precision realleges and incorporates all previous paragraphs of this Crossclaim as if set forth fully herein.

52. In serving as an agent in performing escrow and/or title services, WFG owed Precision fiduciary duties.

53. WFG breached its fiduciary duties by its acts and omissions, including without limitation, (1) failing to alert Precision of the red flags it learned about with the transactions; (2) failing to obtain further instruction from Precision in light of what it learned; (3) releasing Precision's funds and recording the Grant, Bargain and Sale Deeds for the 50 Sacramento Property and 59 Sacramento Property without further instruction from Precision and despite what it had learned; (4) failing to disclose facts and circumstances to Precision which indicated wrongdoing and title issues; and (5) failing to generally satisfy the trust and confidence of Precision, its integrity in handling its duties, and/or its fidelity owed to Precision.

54. As a result of WFG's breach of fiduciary duties, Precision suffered damages.

55. WFG's breach of fiduciary duties was both the actual cause and legal cause of Precision's damages.

56. As a result of WFG's actions, Precision has been damaged in an amount in excess of Fifteen Thousand Dollars and No Cents (\$15,000.00).

57. By reason of the foregoing, WFG acted with oppression, fraud, malice, and/or in conscious disregard of Precision's rights, and therefore, Precision is entitled to exemplary and punitive damages.

## **FIFTH CAUSE OF ACTION**

## DECLARATORY JUDGMENT

58. Precision realleges and incorporates all previous paragraphs of this Crossclaim as if set forth fully herein.

59. An actual controversy exists between Precision and WFG as to the nature and extent of their legal relationship and corresponding obligations, duties, and responsibilities toward one another.

60. All of the rights and obligations of the parties hereto arose out of what is actually one transaction, or one series of transactions, happenings or events, all of which can be settled and determined in a judgment in this one action.

61. A declaration of the rights, duties, responsibilities, and obligations between Precision and WFG regarding their legal relationship is a justiciable controversy of adverse legal interests, which is ripe for review and declaration by this Court.

62. Precision requests that this Court generally declares the nature and extent of the Parties' legal relationship as follows:

a. That WFG was obligated to provide title insurance to Precision as set forth in the relevant policies and as governed by Nevada law;

b. That the subject title insurance policies cover Precision's defense and protection of the 50 Sacramento and 59 Sacramento Property;

c. That a conflict of interest has arisen in this action between Precision and WFG, which no longer permits WFG's retained legal counsel to represent WFG and Precision in this action jointly;

d. That such conflict of interest is not speculative, and instead is actual, including based on the alleged acts and omissions of WFG in Dattala's First Amended Complaint and within this Crossclaim;

e. That Precision has demanded that independent counsel of Precision's choosing be appointed and paid for by WFG in this action, as required under Nevada law;

f. That WFG has refused such demand; and

g. That WFG be declared to be in breach of its duties as an insurer, that such decision is in bad faith, that independent counsel of Precision's choosing be allowed to defend Precision in this action, and that WFG pays for all reasonable fees and costs Precision incurs from such counsel.

## **SIXTH CAUSE OF ACTION**

## BREACH OF CONTRACT – TITLE INSURANCE POLICIES

63. Precision realleges and incorporates all previous paragraphs of this Crossclaim as if set forth fully herein.

64. WFG issued a title insurance policy to Precision for both the 50 Sacramento and 59 Sacramento Property (such title insurance policies are collectively referred to herein as the “Title Policies”).

65. The Title Policies constitute written contracts.

66. The Title Policies are valid and enforceable contracts between Precision and WFG.

67. WFG breached the Title Policies by, including without limitation, failing to comply with Precision's demand for independent counsel after a conflict of interest arose between Precision and WFG.

68. Precision has fully performed all obligations required of it under the Title Policies.

69. As a direct and proximate result of WFG's breach of the Title Policies, Plaintiff has suffered general and consequential damages in excess of Fifteen Thousand Dollars and No Cents (\$15,000.00), exclusive of costs and interest, with the exact amount to be proven at trial.

70. Precision has been required to engage the services of an attorney to prosecute its claims and is entitled to reasonable attorneys' fees and costs so incurred.

## **SEVENTH CAUSE OF ACTION**

## CONTRACTUAL BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING – TITLE POLICIES

71. Precision realleges and incorporates all previous paragraphs of this Crossclaim as if set forth fully herein.

72. In every contract, including the Title Policies between Precision and WFG, there exists in law an implied covenant of good faith and fair dealing.

73. WFG breached the covenant of good faith and fair dealing by (1) failing to comply with Precision's demand for independent counsel after a conflict of interest arose between Precision and WFG; (2) continuing to allow appointed counsel to represent Precision despite the conflict of interest; and (3) failing to generally satisfy the trust and confidence of Precision, its integrity in handling its duties, and/or its fidelity owed to Precision.

74. WFG's conduct lacks any reasonable basis but instead puts its financial interests ahead of its insured's interests.

75. WFG's conduct constitutes bad faith because, among other reasons, it ignored the law and has put its financial interests ahead of its insured's interests.

76. As a result of WFG's breach of the covenant of good faith and fair dealing, Precision suffered damages.

77. WFG's breach of the covenant of good faith and fair dealing was both the factual causation and legal causation of Precision's damages.

1 78. As a result of WFG's actions, Precision has been damaged in an amount in excess  
2 of Fifteen Thousand Dollars and No Cents (\$15,000.00).

3 79. Precision has been required to engage the services of an attorney to prosecute its  
4 claims and is entitled to reasonable attorneys' fees and costs so incurred.

5 **EIGHTH CAUSE OF ACTION**

6 **TORTIOUS BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR**  
7 **DEALING – TITLE POLICIES**

8 80. Precision realleges and incorporates all previous paragraphs of this Crossclaim as if  
9 set forth fully herein.

10 81. In every contract, including the Title Policies between Precision and WFG, there  
11 exists in law an implied covenant of good faith and fair dealing.

12 82. WFG owed Precision a special duty of care as its insurer and in its handling and  
13 decision-making in defending Precision in this Case.

14 83. WFG tortiously breached the covenant of good faith and fair dealing by (1) failing  
15 to comply with Precision's demand for independent counsel after a conflict of interest arose  
16 between Precision and WFG; (2) continuing to allow appointed counsel to represent Precision  
17 despite the conflict of interest; and (3) failing to generally satisfy the trust and confidence of  
18 Precision, its integrity in handling its duties, and/or the fidelity it owes to Precision.

19 84. WFG's conduct lacks any reasonable basis and acted in reckless disregard for  
20 Precision's rights.

21 85. WFG's conduct constitutes bad faith.

22 86. As a result of WFG's breach of the covenant of good faith and fair dealing, Precision  
23 suffered damages.

24 87. WFG's breach of the covenant of good faith and fair dealing was both the factual  
25 causation and legal causation of Precision's damages.

1 88. As a result of WFG's actions, Precision has been damaged in an amount in excess  
2 of Fifteen Thousand Dollars and No Cents (\$15,000.00).

3 89. By reason of the foregoing, WFG acted with oppression, fraud, malice, and/or in  
4 conscious disregard of Precision's rights, and therefore, Precision is entitled to exemplary and  
5 punitive damages.

6 **NINTH CAUSE OF ACTION**

7 **VIOLATION OF THE NEVADA UNFAIR CLAIMS PRACTICES ACT – NRS 686A.310**

8 90. Precision realleges and incorporates all previous paragraphs of this Crossclaim as if  
9 set forth fully herein.

10 91. WFG's acts and omissions, as described in greater detail above and incorporated  
11 herein by reference, constitute a violation of Nevada Revised Statute 686A.310, including without  
12 limitation, subsection 1(b) and 1(c) thereof, in failing to acknowledge and act reasonably promptly  
13 upon communication concerning claims arising under insurance policies, and failing to adopt and  
14 implement reasonable standards for the prompt investigation and processing of claims under  
15 insurance policies, including specifically without limitation, as to its denial of independent counsel  
16 and failure to acknowledge its duty to pay for such counsel based on the conflicts of interest in this  
17 action.

18 92. As a result of WFG's actions, Precision has been damaged in an amount in excess  
19 of Fifteen Thousand Dollars and No Cents (\$15,000.00).

20 93. Precision has been required to engage the services of an attorney to prosecute its  
21 claims and is entitled to reasonable attorneys' fees and costs so incurred.

22 //

23 //





1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the \_5th\_ day of November 2020, I served a true and correct  
3 copy of the foregoing **DEFENDANT PRECISION ASSETS' CROSSCLAIM AGAINST WFG**  
4 **NATIONAL TITLE INSURANCE COMPANY** was electronically served through the Court's  
5 Electronic Filing System, to:

6 Benjamin B. Childs, Esq. (SBN 3496)  
7 Email: [ben@benchilds.com](mailto:ben@benchilds.com)  
8 218 S. Maryland Parkway  
9 Las Vegas, Nevada 89101  
Telephone: (702) 251-0000  
10 *Attorney for Plaintiff*

11 Alan D. Lancaster, Esq. (SBN 10115)  
12 Christina V. Miller, Esq. (SBN 12448)  
13 WRIGHT, FINLAY & ZAK, LLP  
14 Email: [alancaster@wrightlegal.net](mailto:alancaster@wrightlegal.net)  
15 7785 W. Sahara Ave., Suite 200  
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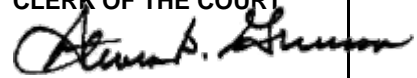
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Eustachius Bursey  
Email: ebursey87@icloud.com  
1658 Glynn Court  
Detroit, Michigan 48206  
*Defendant In Proper Person*

\_\_\_\_\_/s/ Igor Makarov\_\_\_\_\_  
On behalf of the Law Offices of John Benedict



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Attorneys for Defendant/Crossclaim Defendant, WFG National Title Insurance Company

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

10 JOHN DATTALA,

11 Plaintiff,

12 v.

13 EUSTACHIUS C. BURSEY and PRECISION  
14 ASSETS LLC, a Nevada Limited Liability  
15 Company, ACRY DEVELOPMENT LLC, and  
16 LILLIAN MEDINA and WFG NATIONAL  
17 TITLE INSURANCE COMPANY and  
18 BONITA SPENCER and JOHN DOES1  
through 5, inclusive and ROE  
CORPORATIONS 1 through X;

19 Defendants,

20  
21 AND RELATED CLAIMS.  
22

Case No. : A-19-794335-C  
Dept. No.: XIV

**WFG NATIONAL TITLE INSURANCE  
COMPANY'S ANSWER TO  
DEFENDANT PRECISION ASSETS'  
CROSSCLAIM**

23 COMES NOW Defendant/Crossclaim Defendant, WFG National Title Insurance  
24 Company (hereinafter, "WFG" or "Answering Defendant") by and through its attorneys of  
25 record, Robert A. Riether, Esq. and Aaron D. Lancaster, Esq. of the law office of Wright, Finlay  
26 & Zak, hereby answers Crossclaimant, Precision Assets' ("Precision") Crossclaim.

**JURISDICTIONAL ALLEGATIONS**

28 1. Answering paragraph 1 of the Crossclaim, Answering Defendant is without

1 sufficient knowledge or information to form a belief as to the truth of the allegations asserted and  
2 therefore denies said allegations.

3 2. Answering paragraph 2 of the Crossclaim, Answering Defendant admits it does  
4 business in Clark County, Nevada as a title insurance company. WFG denies the remaining  
5 allegations in this paragraph.

6 3. Answering paragraph 3 of the Crossclaim, Answering Defendant admits this  
7 Court has jurisdiction.

8 **FACTS COMMON TO ALL CAUSES OF ACTION**

9 4. Answering paragraphs 4 and 5 of the Crossclaim, Answering Defendant admits.

10 5. Answering paragraphs 6 and 7 of the Crossclaim, Answering Defendant is  
11 without sufficient knowledge or information to form a belief as to the truth of the allegations  
12 asserted and therefore denies said allegations.

13 6. Answering paragraph 8 of the Crossclaim, Answering Defendant denies.

14 7. Answering paragraph 9 of the Crossclaim, Answering Defendant admits.

15 8. The document referenced in paragraph 10 of the Crossclaim speaks for itself and  
16 WFG denies any allegations inconsistent with said document. Answering Defendant is without  
17 sufficient knowledge or information to form a belief as to the truth of the remaining allegations  
18 asserted and therefore denies said allegations.

19 9. Answering paragraph 11 of the Crossclaim, Answering Defendant is without  
20 sufficient knowledge or information to form a belief as to the truth of the allegations asserted and  
21 therefore denies said allegations.

22 10. Answering paragraphs 12 and 13 of the Crossclaim, Answering Defendant admits.

23 11. Answering paragraphs 14 and 15 of the Crossclaim, Answering Defendant is  
24 without sufficient knowledge or information to form a belief as to the truth of the allegations  
25 asserted and therefore denies said allegations.

26 12. Answering paragraph 16 of the Crossclaim, Answering Defendant denies.

27 13. Answering paragraph 17 of the Crossclaim, Answering Defendant admits.

28 14. The document referenced in paragraph 18 of the Crossclaim speaks for itself and

1 WFG denies any allegations inconsistent with said document. Answering Defendant is without  
2 sufficient knowledge or information to form a belief as to the truth of the remaining allegations  
3 asserted and therefore denies said allegations.

4 15. Answering paragraph 19 of the Crossclaim, Answering Defendant is without  
5 sufficient knowledge or information to form a belief as to the truth of the allegations asserted and  
6 therefore denies said allegations.

7 16. Paragraphs 20 and 21 of the Crossclaim state legal conclusions to which no  
8 further response is required. To the extent a response is required, WFG denies the allegations.

9 17. Answering paragraph 22 of the Crossclaim, Answering Defendant is without  
10 sufficient knowledge or information to form a belief as to the truth of the allegations asserted and  
11 therefore denies said allegations.

12 18. Paragraphs 23, 24 and 25 of the Crossclaim state legal conclusions to which no  
13 further response is required. To the extent a response is required, WFG denies the allegations.

14 19. Answering paragraphs 26 and 27 of the Crossclaim, Answering Defendant denies.

15 **FIRST CAUSE OF ACTION**

16 **NEGLIGENCE**

17 20. Answering paragraph 28 of the Crossclaim, WFG hereby repeats, re-alleges, and  
18 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
19 set forth at length and in full.

20 21. Paragraph 29 of the Crossclaim states a legal conclusion to which no further  
21 response is required. To the extent a response is required, WFG denies the allegations.

22 22. Answering paragraph 30 of the Crossclaim, Answering Defendant admits.

23 23. Paragraph 31 of the Crossclaim states a legal conclusion to which no further  
24 response is required. To the extent a response is required, WFG denies the allegations.

25 24. Answering paragraphs 32, 33, 34 and 35 of the Crossclaim, Answering Defendant  
26 denies.

27 \\\

28 \\\

1 **SECOND CAUSE OF ACTION**

2 **BREACH OF CONTRACT – ESCROW INSTRUCTIONS**

3 25. Answering paragraph 36 of the Crossclaim, WFG hereby repeats, re-alleges, and  
4 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
5 set forth at length and in full.

6 26. Paragraphs 37 and 38 of the Crossclaim state legal conclusions to which no  
7 further response is required. To the extent a response is required, WFG denies the allegations.

8 27. Answering paragraph 39 of the Crossclaim, Answering Defendant is without  
9 sufficient knowledge or information to form a belief as to the truth of the allegations asserted and  
10 therefore denies said allegations.

11 28. Answering paragraphs 40, 41, 42 and 43 of the Crossclaim, Answering Defendant  
12 denies.

13 **THIRD CAUSE OF ACTION**

14 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING -**  
15 **ESCROW INSTRUCTIONS**

16 29. Answering paragraph 44 of the Crossclaim, WFG hereby repeats, re-alleges, and  
17 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
18 set forth at length and in full.

19 30. Paragraph 45 of the Crossclaim states a legal conclusion to which no further  
20 response is required. To the extent a response is required, WFG denies the allegations.

21 31. Answering paragraphs 46, 47, 48, 49 and 50 of the Crossclaim, Answering  
22 Defendant denies.

23 **FOURTH CAUSE OF ACTION**

24 **BREACH OF FIDUCIARY DUTY**

25 32. Answering paragraph 51 of the Crossclaim, WFG hereby repeats, re-alleges, and  
26 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
27 set forth at length and in full.

28 33. Paragraph 52 of the Crossclaim states a legal conclusion to which no further

1 response is required. To the extent a response is required, WFG denies the allegations.

2 34. Answering paragraphs 53, 54, 55, 56 and 57 of the Crossclaim, Answering  
3 Defendant denies.

4 **FIFTH CAUSE OF ACTION**

5 **DECLARATORY JUDGMENT**

6 35. Answering paragraph 58 of the Crossclaim, WFG hereby repeats, re-alleges, and  
7 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
8 set forth at length and in full.

9 36. Paragraphs 59, 60 and 61 of the Crossclaim state legal conclusions to which no  
10 further response is required. To the extent a response is required, WFG denies the allegations.

11 37. Answering paragraph 62(a)-(g) of the Crossclaim, Answering Defendant denies.

12 **SIXTH CAUSE OF ACTION**

13 **BREACH OF CONTRACT – TITLE INSURANCE POLICIES**

14 38. Answering paragraph 63 of the Crossclaim, WFG hereby repeats, re-alleges, and  
15 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
16 set forth at length and in full.

17 39. Answering paragraph 64 of the Crossclaim, Answering Defendant admits.

18 40. Paragraphs 65 and 66 of the Crossclaim state legal conclusions to which no  
19 further response is required. To the extent a response is required, WFG denies the allegations.

20 41. Answering paragraph 67 of the Crossclaim, Answering Defendant denies.

21 42. Paragraph 68 of the Crossclaim states a legal conclusion to which no further  
22 response is required. To the extent a response is required, WFG denies the allegations.

23 43. Answering paragraphs 69 and 70 of the Crossclaim, Answering Defendant denies.

24 **SEVENTH CAUSE OF ACTION**

25 **CONTRACTUAL BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND**

26 **FAIR DEALING – TITLE POLICIES**

27 44. Answering paragraph 71 of the Crossclaim, WFG hereby repeats, re-alleges, and  
28 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if

1 set forth at length and in full.

2 45. Paragraph 72 of the Crossclaim states a legal conclusion to which no further  
3 response is required. To the extent a response is required, WFG denies the allegations.

4 46. Answering paragraphs 73, 74, 75, 76, 77, 78 and 79 of the Crossclaim, Answering  
5 Defendant denies.

6 **EIGHTH CAUSE OF ACTION**

7 **TORTIOUS BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR**

8 **DEALING – TITLE POLICES**

9 47. Answering paragraph 80 of the Crossclaim, WFG hereby repeats, re-alleges, and  
10 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
11 set forth at length and in full.

12 48. Paragraphs 81 and 82 of the Crossclaim state legal conclusions to which no  
13 further response is required. To the extent a response is required, WFG denies the allegations.

14 49. Answering paragraphs 83, 84, 85, 86, 87, 88 and 89 of the Crossclaim, Answering  
15 Defendant denies.

16 **NINTH CAUSE OF ACTION**

17 **VIOLATION OF THE NEVADA UNFAIR CLAIMS PRACTICES ACT – NRS 686A.310**

18 50. Answering paragraph 90 of the Crossclaim, WFG hereby repeats, re-alleges, and  
19 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
20 set forth at length and in full.

21 51. Answering paragraphs 91, 92 and 93 of the Crossclaim, Answering Defendant  
22 denies.

23 **WFG ASSERTS THE FOLLOWING AFFIRMATIVE DEFENSES:**

24 **FIRST AFFIRMATIVE DEFENSE**

25 **(Failure to State a Claim)**

26 Precision's Crossclaim fails to state a claim against WFG upon which relief can be  
27 granted.



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1 **EIGHTH AFFIRMATIVE DEFENSE**

2 **(Consent)**

3 Precision has waved and is therefore estopped from asserting any claim or claims against  
4 WFG since Precision has consented, or has deemed to have consented to the alleged conduct  
5 complained of in the Crossclaim.

6 **NINTH AFFIRMATIVE DEFENSE**

7 **(WFG Acted in Good Faith)**

8 WFG is excused from any and all liability under the facts alleged in Precision's claims  
9 for relief because, at all material times thereto, WFG acted in good faith.

10 **TENTH AFFIRMATIVE DEFENSE**

11 **(Not Entitled to Relief)**

12 WFG denies that Precision is entitled to any relief for which it prays.

13 **ELEVENTH AFFIRMATIVE DEFENSE**

14 **(No Liability for Conduct of Agents)**

15 Precision's allegations that WFG has an agent relationship with of any of the co-  
16 defendants or cross-defendants, their alleged actions were not authorized or ratified by WFG,  
17 who is not liable for such conduct vicariously.

18 **TWELFTH AFFIRMATIVE DEFENSE**

19 **(Suffered No Damages)**

20 WFG alleges that Precision's claims are barred because Precision suffered no damages  
21 as a result of the allegations in the Crossclaim.

22 **THIRTEENTH AFFIRMATIVE DEFENSE**

23 **(Indemnity)**

24 WFG alleges that it is entitled to indemnification for all expenses, including attorney's  
25 fees and costs, incurred in defending this action.

26 **FOURTEENTH AFFIRMATIVE DEFENSE**

27 **(Failure to Establish Elements)**

28 Precision's claims are barred because it cannot establish all of the elements to each

1 cause of action in the Crossclaim.

2 **FIFTEENTH AFFIRMATIVE DEFENSE**

3 **(Lack of Standing)**

4 WFG alleges that Precision's claims are barred because it lacks standing.

5 **SIXTEENTH AFFIRMATIVE DEFENSE**

6 **(Conditions Precedent)**

7 WFG alleges that Precision's claims are barred for lack of realization of conditions  
8 precedent necessary to permit Precision's claims in the Crossclaim.

9 **SEVENTEENTH AFFIRMATIVE DEFENSE**

10 **(Justification/Privilege)**

11 WFG alleges that Precision's claims are barred since WFG's conduct, if any, was  
12 justified and/or privileged.

13 **EIGHTEENTH AFFIRMATIVE DEFENSE**

14 **(Statute of Frauds)**

15 WFG alleges that Precision is precluded from bringing any and all causes of action by  
16 the Statute of Frauds.

17 **NINETEENTH AFFIRMATIVE DEFENSE**

18 **(No Duty Owed)**

19 WFG alleges that it did not owe Precision a legal duty of care.

20 **TWENTITH AFFIRMATIVE DEFENSE**

21 **(Additional Affirmative Defenses)**

22 WFG reserves the right to assert additional affirmative defenses in the event discovery  
23 and/or investigation indicates that additional affirmative defenses are applicable.

24 WHEREFORE, WFG prays for judgment as follows:

- 25 1. That Precision recovers nothing on account of the claims made in the Crossclaim;  
26 2. That WFG recovers from Precision its legal fees and costs;  
27 3. For general and special damages;

1 4. For costs incurred herein, including post-judgment costs, plus interest accruing  
2 thereon, in its favor at the maximum rate allowed by law; and

3 5. For any and all further relief deemed appropriate by this Court.

4 DATED this 30<sup>th</sup> day of November, 2020.

5  
6 WRIGHT, FINLAY & ZAK, LLP

7 /s/ Aaron D. Lancaster, Esq.

8 Aaron D. Lancaster, Esq.

9 Nevada Bar No. 10115

7785 W. Sahara Ave., Suite 200

Las Vegas, NV 89117

10 *Attorneys for Defendant/Counter-Claimant/Cross-*  
11 *Claimant, WFG National Title Insurance Company*

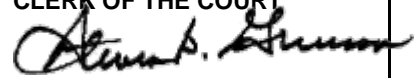
**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 30<sup>th</sup> day of November, 2020, I did cause a true copy of **WFG NATIONAL TITLE INSURANCE COMPANY'S ANSWER TO DEFENDANT PRECISION ASSETS' CROSSCLAIM** to be e-served through the Eighth Judicial District EFP system pursuant to NEFR 9 and/or by depositing a true copy of same in the United States Mail, at Las Vegas, Nevada, addressed as follows:

Benjamin B. Childs [ben@benchilds.com](mailto:ben@benchilds.com)  
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/s/ Lisa Cox

An Employee of WRIGHT, FINLAY & ZAK, LLP



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DISTRICT COURT  
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff/Counterdefendant

vs.

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

Defendants

=====

AND RELATED ACTIONS

=====

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

SECOND AMENDED  
COMPLAINT

Arbitration Exemption :  
Equitable Relief Affecting  
Title to Real Property

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

PLAINTIFF'S ALLEGATIONS OF FACT

A. IDENTITY AND RESIDENCES OF THE PARTIES AND JURISDICTIONAL  
STATEMENT

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

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

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

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

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

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

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

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

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

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

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

#### B. TRANSACTIONS RESULTING IN THIS LAWSUIT

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

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

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

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

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



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

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

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

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

- 1 acknowledged to Spencer on April 5, 2019 to a Quitclaim Deed and that  
2 Bursey intended to, and did, record that Quitclaim Deed to attempt to obtain  
3 record title to the 50 Sacramento Property.
- 4 28. Dattala did not know, and was never told, that Bursey intended to attach the  
5 signature page from one of the documents Dattala had signed and  
6 acknowledged to Spencer on April 5, 2019 to a Deed of Reconveyance and  
7 that Bursey intended to, and did, record that Deed of Reconveyance to  
8 attempt to remove the lien created by the Deed of Trust described in  
9 Paragraph 14 above, which Deed of Trust encumbered title to the 50  
10 Sacramento Property.
- 11 29. Bursey forged Dattala's signature on a document entitled NOTICE OF  
12 PURCHASE purportedly dated April 1, 2019 in an attempt to justify why  
13 Dattala would accept a total amount of \$10,000 from Bursey for the purported  
14 purchase of the 50 Sacramento Property, when Dattala was entitled to receive  
15 payments under the Deed of Trust described in Paragraph 14 above.
- 16 30. On April 29, 2019 Bursey and Medina conspired to further Bursey's fraudulent  
17 scheme by forging Dattala's signature on two documents titled Affidavit of  
18 Grantor purporting to state that Dattala was making numerous factual  
19 representations about the title to the 59 Sacramento Property and the Colusa  
20 Property, with Medina notarizing that document.
- 21 31. Dattala did not sign the Affidavits of Grantor described in Paragraph 30 above.
- 22 32. Medina is a Notary Public for the state of Nevada and she produced what she  
23 represented to be a true, correct and complete copy of her notary book  
24 associated with Dattala's purported signatures on the Affidavits of Grantor  
25 described in Paragraph 30 above.
- 26 33. Mednina purportedly provided a copy of her Notary Log Book to support her  
27 own affidavits to WFG, and WFG provided that copy to Bursey, and that copy  
28

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

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

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

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

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

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

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

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

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

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

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

20  
21 ///

22  
23 ///

24  
25 ///

Property	Amount Received \$	Purchase Amount \$	DOV <sup>1</sup> 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 <sup>2</sup>	370,000	152,263

44. Based on the purchase contracts drafted by Bursey, Dattala should have received a total of \$370,000 for the 50 Sacramento and the 59 Sacramento Properties, but instead received \$10,000 in earnest money down payments and \$4,467 principal and \$9,976 interest.
- Dattala should have received a total of \$152,263 based on the Declaration of Value forms for the 50 Sacramento and the 59 Sacramento Properties, which statements are made “under penalty of perjury” , executed by Bursey, or Bursey’s agent, attached to the recorded Quitclaim Deeds.
45. As to the 50 Sacramento Property, Bursey immediately transferred his interest to Precision Assets, LLC by Grant, Bargain and Sale deed recorded April 15, 2019, purportedly for \$95,000.
46. As to the 50 Sacramento Property, despite having no record title or other ownership interest in the 50 Sacramento Property, Precision Assets recorded a Deed of Trust purporting to grant Acry a secured lien on the title to the 50

---

<sup>1</sup>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.

<sup>2</sup>. \$4,467 of principal and \$9,976 of interest

- 1 Sacramento Property, which Deed of Trust was recorded April 18, 2019.
- 2 47. As to the 59 Sacramento Property, Bursey immediately transferred his interest
- 3 to Precision Assets by Grant, Bargain and Sale deed recorded May 2, 2019,
- 4 purportedly for \$130,000.
- 5 48. Dattala seeks to impose a constructive trust on the proceeds of the sales to
- 6 Bursey and on title to the 50 Sacramento Property and the 59 Sacramento
- 7 Properties based on Bursey obtaining the Quitclaim Deeds from Plaintiff by
- 8 fraud and failing to pay fair value for the 50 Sacramento and the 59
- 9 Sacramento properties as described above. Bursey further attached a
- 10 signature page from another document to the deed to the 50 Sacramento
- 11 Property as set forth in Paragraph 27 above.
- 12 49. Bursey and Medina engaged in concerted action intended to accomplish an
- 13 unlawful objective for the purpose of harming Plaintiff.
- 14

15 FIRST CAUSE OF ACTION : QUIET TITLE

16

- 17 50. Plaintiff incorporates all previous paragraphs as though fully set forth herein.
- 18 51. Plaintiff prays that title to the 50 Sacramento and the 59 Sacramento
- 19 Properties be quieted to memorialize Plaintiff's interest and to set aside and
- 20 declare the Quitclaim Deeds described in Paragraph 41 above as to the 50
- 21 Sacramento and the 59 Sacramento Properties as null and void, and
- 22 memorialize that Plaintiff owns the 50 Sacramento and the 59 Sacramento
- 23 Properties subject to no claim by Bursey, Segal, Precision or Acry.
- 24

25 SECOND CAUSE OF ACTION : DECLARATORY RELIEF

26

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



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

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

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

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

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

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

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

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

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

23 FOURTH CAUSE OF ACTION : CIVIL CONSPIRACY  
24 [As to Defendants Bursey and Medina]  
25

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

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.

#### FIFTH CAUSE OF ACTION - NEGLIGENCE PER SE

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

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. 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;**

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

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

3 [Defendant WFG NATIONAL TITLE INSURANCE COMPANY]  
4

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

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

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

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

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

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

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

23 SEVENTH CAUSE OF ACTION - RICO

24 [as to Bursey and Medina]  
25

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

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

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

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

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

10  
11 WHEREFORE, PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS:

12  
13 1. That Plaintiff's ownership and right, title and interest to the 50 Sacramento and  
14 the 59 Sacramento Properties be adjudicated as between him and Defendants  
15 Bursey, Precision, Segal and Acry;

16 2. For damages caused by Medina, which damages exceed \$15,000, subject to  
17 proof at trial;

18 3. Pursuant to NRS 112.210, Plaintiff seeks judgment against Bursey, Precision  
19 Assets and Segal as to the 50 Sacramento Property and the 59 Sacramento  
20 Property for :

21 (a) Avoidance of the transfer or obligation to the extent necessary to satisfy his  
22 claim;

23 (b) An attachment or garnishment against the asset transferred or other  
24 property of the transferee pursuant to NRS 31.010 to 31.460, inclusive; and

25 (c) Subject to applicable principles of equity and in accordance with applicable  
26 rules of civil procedure:

27 (1) An injunction against further disposition by the debtor or a  
28

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

4. Pursuant to NRS 112.210, Plaintiff seeks judgment against Bursey and Precision Assets as to the 59 Sacramento Property for :
- (a) Avoidance of the transfer or obligation to the extent necessary to satisfy his claim;
- (b) An attachment or garnishment against the asset transferred or other property of the transferee pursuant to NRS 31.010 to 31.460, inclusive; and
- (c) Subject to applicable principles of equity and in accordance with applicable rules of civil procedure:

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

5. That WFG be legally responsible for any judgment against Medina based on the legal theory of Respondeat Superior;
6. For imposition of triple the amount of compensatory damages awarded against Medina, pursuant to NRS 207.470(1);
7. For imposition of exemplary and punitive damages against Medina, pursuant to NRS Chapter 42;
8. For imposition of constructive trust on the title to the 50 Sacramento and the 59 Sacramento Properties;
9. That Plaintiff be awarded his attorney fees and costs of this suit; and

///

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

2  
3  
4 /s/ Benjamin B. Childs

5 -----  
6 BENJAMIN B. CHILDS  
NEVADA BAR # 3946

Attorney for Plaintiff/Counterdefendant John Dattala

7  
8 CERTIFICATE OF SERVICE

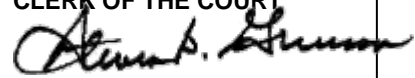
9 This SECOND AMENDED COMPLAINT, was served through the Odessey File and Serve  
10 system to all counsel and to Eustachius Bursey at his email address ebursey87@icloud.com on  
11 filing. Electronic service is in lieu of mailing.

12 /s/ Benjamin B. Childs, Sr.

13 BENJAMIN B. CHILDS, Sr.ESQ.

14 NEVADA BAR # 3946  
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1 **ANS**  
2 **JONATHAN J. HANSEN, ESQ.**  
3 Nevada Bar No. 7002  
4 **JOEL F. HANSEN, ESQ.**  
5 Nevada Bar No. 1876  
6 **HANSEN & HANSEN, LLC**  
7 9030 W. Cheyenne Ave. #210  
8 Las Vegas, NV 89131  
9 (702) 906-1300: office  
10 (702) 620-5732: facsimile  
11 [jfhansen@hansenlawyers.com](mailto:jfhansen@hansenlawyers.com)  
12 *Attorney for Defendant Lillian Medina*

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

11 JOHN DATALLA,

12 Plaintiff,

13 v.

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

21 Defendants

CASE NO. A-19-794335-C  
DEPT. NO. 14

22 **ANSWER TO SECOND AMENDED COMPLAINT**

23 COMES NOW, the Defendant, LILLIAN MEDINA, by and through her attorney, JOEL F.  
24 HANSEN, ESQ., of the law firm HANSEN & HANSEN, LLC, and for answer to the Plaintiff's  
25 Second Amended Complaint on file herein, denies, admits and alleges as follows:

26 **I.**

27 Answering Paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22,  
28 23, 24, 25, 26, 27, 28, 29, 30, 31, 38, 39, 41, 42, 43, 44, 45, 46, 47, 48 of Plaintiff's Second  
Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge

**Dattala V, Precision Assets**  
**Docketing Statement Case # 84762**

**Page 55 of 216**

1 or information upon which to base a belief as to the truth of the allegations contained therein and  
2 upon said ground denies each and every allegation contained therein.

3 **II.**

4 Answering Paragraphs 5, 16, 32, 33, 36, and 37 of the Plaintiff's Second Amended  
5 Complaint, this answering Defendant denies each and every allegation contained therein.  
6

7 **III.**

8 Answering Paragraphs 34, 35, 40, and 49 of the Plaintiff's Second Amended Complaint, this  
9 answering Defendant denies each and every allegation contained therein.

10 **IV.**

11 Answering Paragraph 50 of the First Cause of Action of the Plaintiff's Second Amended  
12 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 49 as  
13 though set forth fully herein.  
14

15 **V.**

16 Answering Paragraph 51 of the First Cause of Action of Plaintiff's Second Amended  
17 Complaint, this answering Defendant alleges that she does not have sufficient knowledge or  
18 information upon which to base a belief as to the truth of the allegations contained therein and upon  
19 said ground denies each and every allegation contained therein.  
20

21 **VI.**

22 Answering Paragraph 52 of the Second Cause of Action of the Plaintiff's Second Amended  
23 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 51 as  
24 though set forth fully herein.

25 **VII.**

26 Answering Paragraphs 53, 54, and 55 of the Second Cause of Action of Plaintiff's Second  
27 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge  
28

1 or information upon which to base a belief as to the truth of the allegations contained therein and  
2 upon said ground denies each and every allegation contained therein.

3 **VIII.**

4 Answering Paragraph 56 of the Third Cause of Action of the Plaintiff's Second Amended  
5 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 61 as  
6 though set forth fully herein.  
7

8 **IX.**

9 Answering Paragraphs 57, 58, 59, and 60 of the Third Cause of Action of Plaintiff's Second  
10 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge  
11 or information upon which to base a belief as to the truth of the allegations contained therein and  
12 upon said ground denies each and every allegation contained therein.  
13

14 **X.**

15 Answering Paragraph 61 of the Fourth Cause of Action of the Plaintiff's Second Amended  
16 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 60 as  
17 though set forth fully herein.  
18

19 **XI.**

20 Answering Paragraphs 62, 63, 64, and 66 of the Fourth Cause of Action of the Plaintiff's  
21 Second Amended Complaint, this answering Defendant denies each and every allegation contained  
22 therein.  
23

24 **XII.**

25 Answering Paragraph 65 of the Fourth Cause of Action of the Plaintiff's Second Amended  
26 Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in  
27 any sum whatsoever.  
28

///

1 **XIII.**

2 Answering Paragraph 67 of the Fifth Cause of Action of the Plaintiff's Second Amended  
3 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 66 as  
4 though set forth fully herein.  
5

6 **XIV.**

7 Answering Paragraphs 68, 70, 71, 72, and 73 of the Fifth Cause of Action of Plaintiff's  
8 Second Amended Complaint, this answering Defendant alleges that she does not have sufficient  
9 knowledge or information upon which to base a belief as to the truth of the allegations contained  
10 therein and upon said ground denies each and every allegation contained therein.  
11

12 **XV.**

13 Answering Paragraphs 69 and 75 of the Fifth Cause of Action of Plaintiff's Second Amended  
14 Complaint, this answering Defendant denies each and every allegation contained therein.  
15

16 **XVI.**

17 Answering Paragraph 74 of the Fifth Cause of Action of Plaintiff's Second Amended  
18 Complaint, this answering Defendant alleges that she does not have sufficient knowledge or  
19 information upon which to base a belief as to the truth of the allegations contained therein and upon  
20 said ground denies each and every allegation contained therein, and further denies Plaintiff was  
21 damaged in the sums alleged or in any sum whatsoever.  
22

23 **XVII.**

24 Answering Paragraph 76 of the Sixth Cause of Action of the Plaintiff's Second Amended  
25 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 75 as  
26 though set forth fully herein.  
27

28 ///

///

1 **XVIII.**

2 Answering Paragraphs 77 and 78 of the Sixth Cause of Action of Plaintiff's Second  
3 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge  
4 or information upon which to base a belief as to the truth of the allegations contained therein and  
5 upon said ground denies each and every allegation contained therein.  
6

7 **XIX.**

8 Answering Paragraphs 79, 80, 81, and 82 of the Sixth Cause of Action of the Plaintiff's  
9 Second Amended Complaint, this answering Defendant denies each and every allegation contained  
10 therein.  
11

12 **XX.**

13 Answering Paragraph 83 of the Seventh Cause of Action of the Plaintiff's Second Amended  
14 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 88 as  
15 though set forth fully herein.  
16

17 **XXI.**

18 Answering Paragraphs 84 and 86 of the Seventh Cause of Action of Plaintiff's Second  
19 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge  
20 or information upon which to base a belief as to the truth of the allegations contained therein and  
21 upon said ground denies each and every allegation contained therein.  
22

23 **XXII.**

24 Answering Paragraphs 85, 87, 88, 89, 90, 91, and 93 of the Seventh Cause of Action of  
25 the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained  
26 therein.  
27

28 ///

///

1 **XXIII.**

2 Answering Paragraph 92 of the Seventh Cause of Action of the Plaintiff's Second Amended  
3 Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in  
4 any sum whatsoever.

5  
6 **AFFIRMATIVE DEFENSES**  
7 **FIRST AFFIRMATIVE DEFENSE**

8 Defendant alleges that the Complaint and each and every cause of action stated therein fails  
9 to state a claim upon which relief can be granted.

10 **SECOND AFFIRMATIVE DEFENSE**

11 Defendant alleges Plaintiff assumed whatever risk or hazard existed at the time of the  
12 incident alleged in the Complaint and is therefore responsible for the alleged injuries suffered; and  
13 further, Plaintiff was guilty of negligence on his own part which caused or contributed to any  
14 injuries suffered by the Plaintiff

15 **THIRD AFFIRMATIVE DEFENSE**

16 Defendant is informed and believe and thereon alleges that if the Plaintiff herein suffered or  
17 sustained any loss, injury, damage or detriment, the same was directly and proximately caused and  
18 contributed to by the conduct, acts, omissions, activities, carelessness, recklessness, negligence,  
19 and/or intentional misconduct of said Plaintiff, thereby completely or partially barring Plaintiff's  
20 recovery herein.

21  
22 **FOURTH AFFIRMATIVE DEFENSE**

23 Defendant denies any act or omission to act on this answering Defendant's part, or any act or  
24 omission to act on the part of any person or entity for whose acts or omissions this answering  
25 Defendant may be established to be legally responsible or liable, actually or proximately caused or  
26 contributed to in any matter or to any degree, any injuries, damages or losses, if any, for which  
27 recovery is sought by Plaintiff.  
28

1 **FIFTH AFFIRMATIVE DEFENSE**

2 Defendant alleges that Plaintiff has failed to mitigate his damages, if any.

3 **SIXTH AFFIRMATIVE DEFENSE**

4 Defendant alleges that the Plaintiff failed to name a party necessary for full and adequate  
5 relief essential in this action.

6 **SEVENTH AFFIRMATIVE DEFENSE**

7 Defendant alleges that the injuries, if any, suffered by the Plaintiff as set forth in the  
8 Plaintiff's Complaint were caused in whole or in part by the negligence or intentional conduct of a  
9 third party over which Defendant had no control.

10 **EIGHTH AFFIRMATIVE DEFENSE**

11 Should this Defendant be found liable to Plaintiff, which liability is expressly denied,  
12 Defendant is entitled to have any award against her abated, reduced or eliminated to the extent that  
13 the negligence, carelessness, fault, or defects caused by the remaining parties in this action, or by  
14 other persons, corporations or business entitles who contributed to Plaintiff's damages if any.

15 **NINTH AFFIRMATIVE DEFENSE**

16 Defendant alleges it has been necessary for her to employ the services of an attorney to  
17 defend this action, and a reasonable sum should be allowed Defendant as and for attorney's fees  
18 together with her costs expended in this action.

19 **TENTH AFFIRMATIVE DEFENSE**

20 That this Defendant determined from satisfactory evidence that the signature which was  
21 made on the document in question was that of the person appearing before this notary and named  
22 therein.

23 ///

24 ///

1                                   **ELEVENTH AFFIRMATIVE DEFENSE**

2           That this Defendant as a notary public had satisfactory evidence that the person appearing  
3 before her was the person whose true signature was on the document signed by that person.

4                                   **TWELFTH AFFIRMATIVE DEFENSE**

5           That this Defendant states that the signature was identified on the oath or affirmation of the  
6 signer.  
7

8                                   **THIRTEENTH AFFIRMATIVE DEFENSE**

9           That the signer was identified on the basis of identification documents of which this  
10 Defendant took a photograph, that is, the driver's license of the signer.

11                                  **FOURTEENTH AFFIRMATIVE DEFENSE**

12           That this Defendant engaged in no official misconduct in notarizing the document in  
13 question.  
14

15                                  **FIFTEENTH AFFIRMATIVE DEFENSE**

16           That the signer of the document in question personally appeared before me and  
17 acknowledged the document under oath.

18                                  **SIXTEENTH AFFIRMATIVE DEFENSE**

19           That proper identification was provided to me in the form of a driver's license with the  
20 photograph of the signer upon the driver's license.  
21

22                                  **SEVENTEENTH AFFIRMATIVE DEFENSE**

23           That I personally observed Mr. Dattala sign the document in question after verifying his  
24 identity.

25                                  **EIGHTEENTH AFFIRMATIVE DEFENSE**

26           Pursuant to NRCp 11, as amended, all possible affirmative defenses may not have been  
27 alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of  
28



1 Defendant's Answer; and therefore, Defendant reserves the right to amend this Answer to allege  
2 additional affirmative defenses if subsequent investigation warrants it.

3 (NOTE: Some or all of the affirmative defenses above pled may have been pled for purposes  
4 of non-waiver pending discovery. Other affirmative defenses may be added as discovery continues.)  
5

6 WHEREFORE, Defendant, LILLIAN MEDINA, demands judgment that the Plaintiff  
7 take nothing by way of his Second Amended Complaint on file herein and that he go hence with his  
8 costs herein incurred and that Defendant be awarded reasonable attorney's fees.

9 DATED this 5<sup>th</sup> day of February, 2021.

10 HANSEN & HANSEN, LLC.

11 BY: /s/ Joel F. Hansen  
12 JONATHAN J. HANSEN, ESQ.  
13 Nevada Bar No. 7002  
14 JOEL F. HANSEN, EQ.  
15 Nevada Bar No. 1876  
16 9030 W. Cheyenne Ave. #210  
17 Las Vegas, NV 89129  
18 *Attorney for Defendant Lillian Medina*  
19  
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28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5 (b), I hereby certify that on this 5th day of February 2021, I served a  
3 copy of the foregoing ANSWER TO SECOND AMENDED COMPLAINT as follows:

- 4 ☒ Electronic Service - via the Court's electronic service system; and/or
- 5 ☐ U.S. Mail – By depositing a true copy thereof in the U.S. mail, first class postage  
6 prepaid and addressed as listed below; and/or
- 7 ☐ Facsimile – By facsimile transmission pursuant to EDCR 7.26 to the facsimile  
8 number(s) shown below and in the confirmation sheet filed herewith. Consent  
9 to service under NRCP 5(b)(2)(D) shall be assumed unless an objection to  
10 service by facsimile transmission is made in writing and sent to the sender via  
11 facsimile within 24 hours of receipt of this Certificate of Service; and/or
- 12 ☐ Hand Delivery – By hand - delivery to the address listed below.

11 Benjamin B. Childs, Esq.  
12 318 S. Maryland Pkwy.  
13 Las Vegas, NV 89101  
*Attorney for Plaintiff*

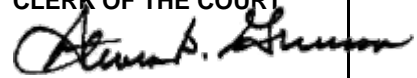
14 Dale K. Kleven, Esq.  
15 Thomas M. Fronczek, Esq.  
16 HOMEOWNER RELIEF LAWYERS  
17 5550 Painted Mirage Road, Ste. 320  
18 Las Vegas, NV 89149  
*Attorney for Defendant Eustachius C. Bursey*

17 Andrew A. Bao, Esq.  
18 WOLFE & WYMAN LLP  
19 5757 Spencer Street  
20 Las Vegas, NV 89119  
*Attorney for Defendant Precision Assets LLC*

20 John Benedict, Esq.  
21 Brian R. Dziminski, Esq.  
22 LAW OFFICES OF JOHN BENEDICT  
23 2190 E. Pebble Rd., Ste. 260  
24 Las Vegas, NV 89123  
*Attorney for Acry Development LLC*

24 Bonita Spencer  
25 724 West Nelson Ave.  
26 N. Las Vegas, NV 89030  
*Defendant Pro Se*

27 /s/ Lisa M. Sabin  
28 An Employee of Hansen & Hansen, LLC



1 WRIGHT, FINLAY & ZAK, LLP  
2 Robert A. Riether, Esq.  
3 Nevada Bar No. 12076  
4 Aaron D. Lancaster, Esq.  
5 Nevada Bar No. 10115  
6 7785 W. Sahara Ave., Suite 200  
7 Las Vegas, NV 89117  
8 (702) 475-7964; Fax: (702) 946-1345  
9 [alancaster@wrightlegal.net](mailto:alancaster@wrightlegal.net)  
10 *Attorneys for Defendant, WFG National Title Insurance Company*

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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

JOHN DATTALA,  
  
Plaintiff,

v.

EUSTACHIUS C. BURSEY and PRECISION  
ASSETS LLC, a Nevada Limited Liability  
Company, ACRY DEVELOPMENT LLC, and  
LILLIAN MEDINA and WFG NATIONAL  
TITLE INSURANCE COMPANY and  
BONITA SPENCER and JOHN DOES1  
through 5, inclusive and ROE  
CORPORATIONS 1 through X;

Defendants,

AND RELATED CLAIMS.

Case No. : A-19-794335-C  
Dept. No.: XIV

**WFG NATIONAL TITLE INSURANCE  
COMPANY'S ANSWER TO  
PLAINTIFF'S SECOND AMENDED  
COMPLAINT**

COMES NOW Defendant, WFG National Title Insurance Company (hereinafter, "WFG"  
or "Answering Defendant") by and through its attorneys of record, Robert A. Riether, Esq. and  
Aaron D. Lancaster, Esq. of the law office of Wright, Finlay & Zak, hereby answers Plaintiff,  
John Dattala's ("Plaintiff") Second Amended Complaint ("Complaint").

1                   **IDENTITY AND RESIDENCES OF THE PARTIES AND JURISDICTIONAL**  
2   **STATEMENT**

3           1.       Answering paragraphs 1, 2, 3 and 4 of the Complaint, Answering Defendant is  
4 without sufficient knowledge or information to form a belief as to the truth of the allegations  
5 asserted and therefore denies said allegations.

6           2.       Answering paragraph 5 of the Complaint, Answering Defendant denies that  
7 Lillian Medina was an employee or agent of WFG. As to the remainder of the allegations  
8 contained in paragraph 5, Answering Defendant is without sufficient knowledge or information  
9 to form a belief as to the truth of the allegations asserted and therefore denies said allegations.

10          3.       Answering paragraph 6 of the Complaint, Answering Defendant admits it does  
11 business in Clark County, Nevada as a title insurance company. Answering Defendant denies  
12 the remaining allegations in this paragraph.

13          4.       Answering paragraphs 7 and 8 of the Complaint, Answering Defendant is without  
14 sufficient knowledge or information to form a belief as to the truth of the allegations asserted and  
15 therefore denies said allegations.

16          5.       Answering paragraph 9 of the Complaint, Answering Defendant admits this Court  
17 has jurisdiction.

18   **TRANSACTIONS RESULTING IN THIS LAWSUIT**

19          6.       Answering paragraphs 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24,  
20 25, 26, 27, 28, 29, 30, 31 and 32 of the Complaint, Answering Defendant is without sufficient  
21 knowledge or information to form a belief as to the truth of the allegations asserted and therefore  
22 denies said allegations.

23          7.       Answering paragraph 33 of the Complaint, Answering Defendant admits that  
24 Medina provided a pictures of multiple pages from her notary log book. As to the remainder of  
25 the allegations contained in paragraph 33, Answering Defendant is without sufficient knowledge  
26 or information to form a belief as to the truth of the allegations asserted and therefore denies said  
27 allegations.

28          8.       Answering paragraphs 34, 35 and 36 of the Complaint, Answering Defendant is  
without sufficient knowledge or information to form a belief as to the truth of the allegations

1 asserted and therefore denies said allegations.

2 9. Paragraphs 37 and 38 of the Complaint state legal conclusions to which no further  
3 response is required. To the extent a response is required, Answering Defendant denies the  
4 allegations.

5 10. Answering paragraphs 39, 40 and 41 of the Complaint, Answering Defendant is  
6 without sufficient knowledge or information to form a belief as to the truth of the allegations  
7 asserted and therefore denies said allegations.

8 11. Paragraph 42 of the Complaint states legal conclusions to which no further  
9 response is required. To the extent a response is required, Answering Defendant denies the  
10 allegations.

11 12. Answering paragraphs 43 and 44 of the Complaint, Answering Defendant is  
12 without sufficient knowledge or information to form a belief as to the truth of the allegations  
13 asserted and therefore denies said allegations.

14 13. The document referenced in paragraph 45 of the Complaint speaks for itself and  
15 WFG denies any allegations inconsistent with said document. WFG is without sufficient  
16 knowledge or information to form a belief as to the truth of the remaining allegations asserted  
17 and therefore denies said allegations.

18 14. Answering paragraph 46 of the Complaint, Answering Defendant is without  
19 sufficient knowledge or information to form a belief as to the truth of the allegations asserted and  
20 therefore denies said allegations.

21 15. The document referenced in paragraph 47 of the Complaint speaks for itself and  
22 WFG denies any allegations inconsistent with said document. WFG is without sufficient  
23 knowledge or information to form a belief as to the truth of the remaining allegations asserted  
24 and therefore denies said allegations.

25 16. Answering paragraphs 48 and 49 of the Complaint, Answering Defendant is  
26 without sufficient knowledge or information to form a belief as to the truth of the allegations  
27 asserted and therefore denies said allegations.

1                                   **FIRST CAUSE OF ACTION: QUIET TITLE**

2           17.     Answering paragraph 50 of the Complaint, WFG hereby repeats, re-alleges, and  
3 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
4 set forth at length and in full.

5           18.     Answering paragraph 51 of the Complaint, Answering Defendant denies.

6                                   **SECOND CAUSE OF ACTION: DECLARATORY RELIEF**

7           19.     Answering paragraph 52 of the Complaint, WFG hereby repeats, re-alleges, and  
8 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
9 set forth at length and in full.

10          20.     Paragraphs 53, 54 and 55 of the Complaint, Answering Defendant denies.

11                               **THIRD CAUSE OF ACTION: FRAUDULENT CONVEYANCE**

12                                   **[As to Bursey]**

13          21.     Answering paragraph 56 of the Complaint, WFG hereby repeats, re-alleges, and  
14 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
15 set forth at length and in full.

16          22.     Answering paragraphs 57, 58, 59 and 60 of the Complaint, Answering Defendant  
17 is without sufficient knowledge or information to form a belief as to the truth of the allegations  
18 asserted and therefore denies said allegations..

19                               **FOURTH CAUSE OF ACTION: CIVIL CONSPIRACY**

20                                   **[As the Defendants Bursey and Medina]**

21          23.     Answering paragraph 62 of the Complaint, WFG hereby repeats, re-alleges, and  
22 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
23 set forth at length and in full.

24          24.     Answering paragraphs 63, 64, 65 and 66 of the Complaint, Answering Defendant  
25 is without sufficient knowledge or information to form a belief as to the truth of the allegations  
26 asserted and therefore denies said allegations..

1                                   **FIFTH CAUSE OF ACTION: NEGLIGENCE PER SE**

2                                   **[As to Lillian Medina and WFG National Title Insurance Company]**

3                   25.       Answering paragraph 67 of the Complaint, WFG hereby repeats, re-alleges, and  
4 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
5 set forth at length and in full.

6                   26.       Paragraphs 68 and 69 of the Complaint state legal conclusions to which no further  
7 response is required. To the extent a response is required, WFG denies the allegations.

8                   27.       Answering paragraph 70 and 71 of the Complaint, Answering Defendant denies.

9                   28.       Paragraph 72 of the Complaint states legal conclusions to which no further  
10 response is required. To the extent a response is required, WFG denies the allegations.

11                  29.       Answering paragraphs 73, 74 and 75 of the Complaint, Answering Defendant  
12 denies.

13                                   **SIXTH CAUSE OF ACTION: FAILURE TO SUPERVISE, INADEQUATE TRAINING**

14                                   **AND EDUCATION**

15                                   **[Defendant WFG National Title Insurance Company]**

16                  30.       Answering paragraph 76 of the Complaint, WFG hereby repeats, re-alleges, and  
17 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
18 set forth at length and in full.

19                  31.       Answering paragraphs 77, 78, 79, 80, 81 and 82 of the Complaint, Answering  
20 Defendant denies.

21                                   **SEVENTH CAUSE OF ACTION: RICO**

22                                   **[As to Bursey and Medinal]**

23                  32.       Answering paragraph 83 of the Complaint, WFG hereby repeats, re-alleges, and  
24 incorporates each of its admissions, denials, or other responses to the previous paragraphs as if  
25 set forth at length and in full.

26                  33.       Paragraph 84 and 85 of the Complaint, Answering Defendant is without sufficient  
27 knowledge or information to form a belief as to the truth of the allegations asserted and therefore  
28 denies said allegations.

1           34. Paragraph 86 of the Complaint states a legal conclusion to which no further  
2 response is required. To the extent a response is required, WFG denies the allegations.

3           35. Answering paragraphs 87, 88, 89, 90, 91, 92 and 93 of the Complaint, Answering  
4 Defendant denies.

5                                   **AFFIRMATIVE DEFENSES**

6           The Answering Defendant asserts the following affirmative defenses in response to the  
7 Complaint. These defenses are alleged in the alternative and do not admit any of the allegations  
8 contained in the Complaint.

9                                   **FIRST AFFIRMATIVE DEFENSE**

10                                   **(Failure to State a Claim)**

11           The Complaint fails to state a claim against WFG upon which relief can be granted.

12                                   **SECOND AFFIRMATIVE DEFENSE**

13                                   **(Assumption of Risk)**

14           Plaintiff, at all material times, calculated, knew and understood the risks inherent in the  
15 situations, actions, omissions, and transactions upon which he now bases his various claims for  
16 relief, and with such knowledge, Plaintiff undertook and thereby assumed such risks and is  
17 consequently barred from all recovery by such assumption of risk.

18                                   **THIRD AFFIRMATIVE DEFENSE**

19                                   **(Equitable Doctrines)**

20           Plaintiff's claims are barred by the equitable doctrines of laches, unclean hands, and  
21 failure to do equity.

22                                   **FOURTH AFFIRMATIVE DEFENSE**

23                                   **(Waiver and Estoppel)**

24           By reason of Plaintiff's acts and omissions, Plaintiff has waived its rights and is estopped  
25 from asserting the claims against WFG.

26                                   **FIFTH AFFIRMATIVE DEFENSE**

27                                   **(Failure to join Indispensable Parties)**

28           Plaintiff failed to join one or more indispensable parties.



## **SIXTH AFFIRMATIVE DEFENSE**

**(No Proximate Cause)**

The acts and omissions of WFG alleged in Plaintiff's claims for relief were not a proximate cause of the loss or damage for which Plaintiff seeks recovery.

## **SEVENTH AFFIRMATIVE DEFENSE**

**(Direct and Proximate Result of Other Parties)**

WGF is neither liable nor responsible to Plaintiff herein for the alleged damages or injuries to Plaintiff, if any, whatsoever, because any damages or injuries sustained by Plaintiff herein were the direct and proximate result of the independent, intervening, superseding negligence and/or intentional conduct of Plaintiff and/or other parties and their agents, servants or employees.

## EIGHTH AFFIRMATIVE DEFENSE

**(Consent)**

Plaintiff has waived and is therefore estopped from asserting any claim or claims against WFG since Plaintiff has consented, or has deemed to have consented to the alleged conduct complained of in the Complaint.

## NINTH AFFIRMATIVE DEFENSE

**(WFG Acted in Good Faith)**

WFG is excused from any and all liability under the facts alleged in Plaintiff's claims for relief because, at all material times thereto, WFG acted in good faith.

## TENTH AFFIRMATIVE DEFENSE

**(Not Entitled to Relief)**

WFG denies that Plaintiff is entitled to any relief for which he prays.

## ELEVENTH AFFIRMATIVE DEFENSE

**(No Liability for Conduct of Agents)**

Plaintiff's allegations that WFG has an agent relationship with any of the co-defendants or cross-defendants, their alleged actions were not authorized or ratified by WFG, who is not liable for such conduct vicariously.

1 **TWELFTH AFFIRMATIVE DEFENSE**

2 **(Suffered No Damages)**

3 WFG alleges that Plaintiff's claims are barred because Plaintiff suffered no damages as  
4 a result of the allegations in the Complaint.

5 **THIRTEENTH AFFIRMATIVE DEFENSE**

6 **(Failure to Establish Elements)**

7 Plaintiff's claims are barred because it cannot establish all of the elements to each cause  
8 of action in the Complaint.

9 **FOURTEENTH AFFIRMATIVE DEFENSE**

10 **(Lack of Standing)**

11 WFG alleges that Plaintiff's claims are barred because he lacks standing.

12 **FIFTEENTH AFFIRMATIVE DEFENSE**

13 **(Conditions Precedent)**

14 WFG alleges that Plaintiff's claims are barred for lack of realization of conditions  
15 precedent necessary to permit Plaintiff's claims in the Complaint.

16 **SIXTEENTH AFFIRMATIVE DEFENSE**

17 **(Statute of Frauds)**

18 WFG alleges that Plaintiff is precluded from bringing any and all causes of action by  
19 the Statute of Frauds.

20 **SEVENTEENTH AFFIRMATIVE DEFENSE**

21 **(No Duty Owed)**

22 Plaintiff's claims are barred, in whole or in part, because WFG did not owe Plaintiff a  
23 legal duty of care.

24 **EIGHTEENTH AFFIRMATIVE DEFENSE**

25 **(Compliance with Legal Standard of Care)**

26 WFG, at all material times, complied with the standard of care applicable to WFG, if any,  
27 and therefore any recovery by Plaintiff should be barred.

1 **NINETEENTH AFFIRMATIVE DEFENSE**

2 **(Multiple Causation)**

3 If WFG is found to have breached a duty of care to Plaintiff, it will be due in whole or in  
4 part to the conduct, acts, omissions and/or activities of parties, other than WFG herein, who  
5 legally caused and/or contributed to the events leading up to the incidents which form the basis  
6 for the allegations contained in the Complaint. Therefore, WFG is entitled to a judicial  
7 determination of the percentage of fault of each party who is a legal cause of the injuries and  
8 damages, if any, sustained by Plaintiff.

9 **TWENTITH AFFIRMATIVE DEFENSE**

10 **(Additional Affirmative Defenses)**

11 WFG reserves the right to assert additional affirmative defenses in the event discovery  
12 and/or investigation indicates that additional affirmative defenses are applicable.

13 WHEREFORE, WFG prays for judgment as follows:

- 14 1. That Plaintiff recovers nothing on account of the claims made in the Complaint;  
15 2. That WFG recovers from Plaintiff its legal fees and costs;  
16 3. For general and special damages;  
17 4. For costs incurred herein, including post-judgment costs, plus interest accruing  
18 thereon, in its favor at the maximum rate allowed by law; and  
19 5. For any and all further relief deemed appropriate by this Court.

20 DATED this 16<sup>th</sup> day of February, 2021.

21  
22 WRIGHT, FINLAY & ZAK, LLP

23 /s/ Aaron D. Lancaster, Esq.

24 Aaron D. Lancaster, Esq.

25 Nevada Bar No. 10115

26 7785 W. Sahara Ave., Suite 200

27 Las Vegas, NV 89117

28 *Attorneys for Defendant/Cross-Claim Defendant,*

*WFG National Title Insurance Company*

Dattala V, Precision Assets

Docketing Statement Case # 84762

Page 9 of 10

Page 73 of 216

**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 16<sup>th</sup> day of February, 2021, I did cause a true copy of **WFG NATIONAL TITLE INSURANCE COMPANY'S ANSWER TO SECOND AMENDED COMPLAINT** to be e-served through the Eighth Judicial District EFP system pursuant to NEFR 9 and/or by depositing a true copy of same in the United States Mail, at Las Vegas, Nevada, addressed as follows:

Benjamin B. Childs [ben@benchilds.com](mailto:ben@benchilds.com)  
Eustacius Cornelius Bursey [ebursey87@icloud.com](mailto:ebursey87@icloud.com)  
Thomas M Fronczek [toby@relieflawyersnv.com](mailto:toby@relieflawyersnv.com)  
Dale K Kleven [lawdocs@hrlnv.com](mailto:lawdocs@hrlnv.com)  
Dale K Kleven [legaldocs@relieflawyersnv.com](mailto:legaldocs@relieflawyersnv.com)  
Kim McGowan [kimm@relieflawyersnv.com](mailto:kimm@relieflawyersnv.com)  
Andrew A. Bao [aabao@ww.law](mailto:aabao@ww.law)  
Eservice Irvine [wiznet@wolfewyman.com](mailto:wiznet@wolfewyman.com)  
Evelyn M. Pastor [empastor@ww.law](mailto:empastor@ww.law)  
LaShanda Satterwhite [lsatterwhite@ww.law](mailto:lsatterwhite@ww.law)  
Office Admin [office.admin@benedictlaw.com](mailto:office.admin@benedictlaw.com)  
John John Benedict [john@benedictlaw.com](mailto:john@benedictlaw.com)  
Angelyn Cayton [Angelyn@benedictlaw.com](mailto:Angelyn@benedictlaw.com)  
Brian Dziminski [brian@dziminskilaw.com](mailto:brian@dziminskilaw.com)  
Kyle Dziminski [kyle@dziminskilaw.com](mailto:kyle@dziminskilaw.com)  
Jacqueline John Gaudie [Jacqueline@benedictlaw.com](mailto:Jacqueline@benedictlaw.com)  
Joel F Hansen [efile@hansenlawyers.com](mailto:efile@hansenlawyers.com)  
Jamie C Soquena [jcsoquena@ww.law](mailto:jcsoquena@ww.law)  
Dale K Kleven [dale@hrlnv.com](mailto:dale@hrlnv.com)  
Bonita Spencer [bonitafountainespencer@yahoo.com](mailto:bonitafountainespencer@yahoo.com)

\_\_\_\_\_  
*/s/ Lisa Cox*  
An Employee of WRIGHT, FINLAY & ZAK, LLP

\* \* \* \* \*

Case Number: A-19-794335-C

1 90, 91, 92, and 93 of the Complaint, Defendant lacks sufficient information to either admit or deny  
2 such allegations, and therefore denies such allegations.

3 2. As for the allegations contained in Paragraph 4 of the Complaint, Defendant admits  
4 it is a limited liability company but lacks sufficient information to either admit or deny the remaining  
5 allegations therein and therefore denies such allegations.

6 3. No answer is required to the incorporated allegation contained in Paragraphs 50, 52,  
7 56, 61, 67, 76, and 83 of the Complaint.

8 4. As for the allegations contained in Paragraph 51 of the Complaint, Defendant denies  
9 that title to the property located at 50 Sacramento Property should be quieted in favor of Plaintiff or  
10 that Defendant's interest in that property should otherwise be set aside or otherwise declared null  
11 and void, but otherwise lacks sufficient information to either admit or deny the remaining allegations  
12 therein and therefore denies such allegations.

13 5. Defendant denies Plaintiff's prayer for relief.

14 **AFFIRMATIVE DEFENSES**

15 For affirmative defenses, Defendant alleges as follows:

16 **First Affirmative Defense**

17 Plaintiff is barred from any relief on the Complaint because the whole Complaint, and every  
18 cause of action set forth therein, fails to state facts sufficient to constitute a claim for which relief  
19 may be granted.

20 **Second Affirmative Defense**

21 Plaintiff is barred from any relief on the Complaint because of estoppel.

22 **Third Affirmative Defense**

23 Plaintiff is barred from any relief on the Complaint due to waiver of all claims, in full or in  
24 part.

25 **Fourth Affirmative Defense**

26 Plaintiff is barred from any relief on the Complaint because Plaintiff comes to this Court  
27 with unclean hands, has acted in bad faith, and has violated the implied covenant of good faith and  
28 fair dealing.

Dattala V, Precision Assets

Docketing Statement Case # 84762

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**Fifth Affirmative Defense**

Plaintiff is barred from any relief on the Complaint because Plaintiff materially breached the provisions of the agreements upon which Plaintiff sued.

**Sixth Affirmative Defense**

Plaintiff is barred from any relief on the Complaint because there has been a failure of consideration.

**Seventh Affirmative Defense**

Plaintiff is barred from any relief on the Complaint because Plaintiff has failed to mitigate his damages.

**Eighth Affirmative Defense**

Plaintiff is barred from any relief on the Complaint because Plaintiff solely was responsible for his own damages.

**Ninth Affirmative Defense**

Plaintiff is barred from relief because it would be unjustly enriched by recovery against Defendant.

**Tenth Affirmative Defense**

Plaintiff is barred from relief pursuant to NRS 111.180 and the controlling law, as Precision Assets was a bona fide purchaser of the 50 Sacramento Property.

**Eleventh Affirmative Defense**

Plaintiff is barred from relief as Plaintiff's alleged injuries, if any, were caused and/or contributed to by the fraud, deceit, or other wrongful misconduct, acts, and/or omissions of other parties or third persons or entities for which Defendant is not responsible.

**Twelfth Affirmative Defense**

The Complaint constitutes a pleading per Nevada Rule of Civil Procedure 11 and/or NRS 18.010(2)(b), which is submitted for an improper purpose; is not warranted by existing law or by a non-frivolous argument for an extension, modification, or reversal of existing law or the establishment of new law; contains allegations and other factual contentions without evidentiary support or which are likely not to have evidentiary support after a reasonable opportunity for further

1 investigation or discovery; and/or which is brought without any basis and/or to harass Defendant.  
2 The Complaint thus violates Rule 11 and/or NRS 18.010(2)(b).

3 **Thirteenth Affirmative Defense**

4 It has been necessary for Defendant to retain the services of an attorney to defend this claim,  
5 and Defendant is thereby entitled to recover reasonable attorney's fees and costs in defending this  
6 matter.

7 **Fourteenth Affirmative Defense**

8 Defendant affirmatively alleges that it has not had a reasonable opportunity to complete  
9 discovery, and facts hereinafter may be discovered which may substantiate other affirmative  
10 defenses not listed herein. By this Answer, Defendant waives no affirmative defenses and reserves  
11 the right to amend this Answer to insert any subsequently discovered affirmative defenses.

12 **WHEREFORE**, Defendant prays that this Court:

- 13 A. Dismiss Plaintiff's Second Amended Complaint as being without merit;  
14 B. Award Defendant its attorney's fees and costs; and  
15 C. Enter such further or other Orders that this Court finds Defendant is entitled to it in  
16 their favor.

17 **DATED** this 19th day of February 2021.

18 **LAW OFFICES OF JOHN BENEDICT**

19  
20 By: /s/ John Benedict  
21 John Benedict, Esq. (SBN 5581)  
22 2190 East Pebble Road, Suite 260  
23 Las Vegas, Nevada 89123  
24 Telephone: (702) 333-3770  
25 Email: John@Benedictlaw.com  
26 *Attorneys for ACRY Development LLC, and*  
27 *for Precision Assets as Cross-Claimant only*



1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 19th day of February 2021, I served a true and correct copy  
3 of the foregoing **DEFENDANT ACRY DEVELOPMENT LLC'S ANSWER TO PLAINTIFF'S**  
4 **SECOND AMENDED COMPLAINT** by electronic service through the Court's electronic filing  
5 system, addressed as follows:

6 Benjamin B. Childs, Esq. (SBN 3496)  
7 Email: ben@benchilds.com  
8 218 S. Maryland Parkway  
9 Las Vegas, Nevada 89101  
Telephone: (702) 251-0000  
*Attorney for Plaintiff*

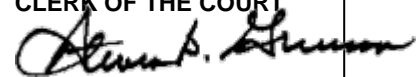
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21 Email: zball@balllawgroup.com  
22 1707 Village Center Circle, Suite 140  
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*Attorneys for Defendant / Counterclaimant Precision Assets*

23 Eustachius Bursey  
24 Email: ebursey87@icloud.com  
25 1658 Glynn Court  
26 Detroit, Michigan 48206  
*Defendant in Proper Person*

27 /s/ Angelyn Cayton  
28 Dattala V. Precision Assets  
On behalf of the Law Offices of John Benedict  
Docketing Statement Case # 84762



**AACR**  
Zachary T. Ball, Esq.  
Nevada Bar No. 8364  
**THE BALL LAW GROUP**  
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Telephone: (702) 303-8600  
Email: zball@balllawgroup.com  
Attorney for *Precision Assets*, as  
*Defendant/Counterclaimant/Crossclaimant*

**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.

Case No.: A-19-794335-C

Dept. No.: 14

**DEFENDANT/COUNTERCLAIMANT**  
**PRECISION ASSETS' ANSWER TO**  
**SECOND AMENDED COMPLAINT**  
**AND CROSSCLAIM**

COMES NOW Defendant Counterclaimant PRECISION ASSETS ("Precision"), by and through its counsels of record, Ball Law Group, and answers the allegations in the Second Amended Complaint as follows:

1. In answering Paragraph 7 of Plaintiff's Second Amended Complaint, Precision admits the allegations contained therein.

2. In answering Paragraphs 2, 12, 13, 14, 27, 29, 30, 35, 51, 53, 54, and 55 of Plaintiff's Second Amended Complaint, Precision denies the allegations contained therein.

3. In answering Paragraphs 1, 3, 5, 6, 7, 8, 10(a)-(c), 11, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 31, 32, 33, 34, 36, 39, 40, 43, 44, 45, 48, 49, 57, 58, 59, 60, 62, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 77, 78, 79, 80, 81, 82, 84, 85, 86, 87, 88, 89, 90, 91, 92 and 93 of Dattala V, Precision Assets

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1 Plaintiff's Second Amended Complaint, Precision is without knowledge or information  
2 sufficient to form a belief as to the truth of the allegations contained therein, and therefore, deny  
3 the same.

4 4. In answering Paragraphs 50, 52, 56, 61, 67, 76 and 83 of Plaintiff's Second  
5 Amended Complaint, Precision repeats and realleges each and every response thereto.

6 5. In answering Paragraphs 4, 9, and 38, these paragraphs call for a legal conclusion  
7 and no response is necessary. To the extend a response is deemed necessary, Precision is without  
8 knowledge or information sufficient to form a belief as to the truth of the allegations contained  
9 therein, and therefore, deny the same.

10 6. In answering Paragraphs 37, 41, and 42 these Paragraphs contain allegations in  
11 which the document referenced therein speaks for itself and no response is necessary. To the  
12 extend a response is deemed necessary, Precision is without knowledge or information sufficient  
13 to form a belief as to the truth of the allegations contained therein, and therefore, deny the same.

14 7. In answering Paragraph 46, Precision admits it received title of 50 N. Sacramento  
15 Drive, Las Vegas, Nevada on or about April 15, 2019. Precision is without knowledge or  
16 information sufficient to form a belief as to the truth of the remaining allegations contained  
17 therein, and therefore, deny the same.

18 8. In answering Paragraphs 47, Precision admits it received title of 59 N. Sacramento  
19 Drive, Las Vegas, Nevada on or about May 2, 2019. Precision is without knowledge or  
20 information sufficient to form a belief as to the truth of the remaining allegations contained  
21 therein, and therefore, deny the same.

22 9. As to any remaining allegations not specifically responded to, Precision denies the  
23 same.

24 **AFFIRMATIVE DEFENSES**

25 The Answering Defendant asserts the following affirmative defenses in response to the  
26 Second Amended Complaint. These defenses are alleged in the alternative and does not admit  
27 any of the allegations contained in the Second Amended Complaint.

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8. Answering Defendant is informed and believes, and thereupon allege, that Plaintiffs injuries, if any, were proximately and concurrently caused or contributed to by the fraud, deceit or other wrongful misconduct of persons or entities for which Answering Defendants are not responsible.

1           9.       Answering Defendant is informed and believes, and thereupon allege that the  
2 Plaintiff has waived the right to maintain the actions filed in this case.

3           10.       Answering Defendant is informed and believes, and thereupon allege, that  
4 Answering Defendant is not liable for the independent acts of third parties and Plaintiffs injuries  
5 and damages, if any, are attributable to acts of third parties.

6           11.       Plaintiffs alleged injuries and damages, if any, were aggravated by Plaintiffs failure  
7 to use reasonable diligence to mitigate them.

8           12.       Plaintiff is estopped from obtaining the relief sought, or pursuant any of the claims  
9 raised or causes of action contained in their Second Amended Complaint by virtue of his own  
10 acts, failure to act, conduct, representations, admissions, and the like.

11           13.       Plaintiff elected his remedy in tort and therefore cannot obtain relief in equity.

12           14.       Answering Defendant has not violated any of the statutes alleged in the Second  
13 Amended Complaint.

14           15.       Plaintiff's claims are barred, in whole or in part, because Defendant did not owe a  
15 duty of care to Plaintiff as a matter of law.

16           16.       Answering Defendant, at all materials times, complied with the standard of care  
17 applicable to Defendant if any there was, and therefore any recovery by Plaintiff should be barred.

18           17.       Plaintiff's alleged damages are uncertain, speculative and incapable of  
19 measurement.

20           18.       Plaintiff has suffered no legally cognizable damages and thus is not entitled to a  
21 recovery of damages.

22           19.       If Answering Defendant is found to have breached a duty of care to Plaintiff, it will  
23 be due in whole or in part to the conduct, acts, omissions and/or activities of parties, other than  
24 Answering Defendant herein, who legally caused and/or contributed to the events leading up to  
25 the incidents which form the bases for the allegations contained in the Second Amended  
26 Complaint. Therefore, Answering Defendant is entitled to a judicial determination of the  
27 percentage of fault of each party who is a legal cause of the injuries and damages, if any,  
28

1 sustained by Plaintiff.

2 20. The damages of which Plaintiff alleges, if any, were proximately caused and  
3 contributed to by the acts of other defendants, persons, and entities, and said acts were the  
4 intervening and superseding causes of injuries and damages, if any, of which, Plaintiff complains,  
5 and should thus Plaintiff's claims are barred as a result of the failure to satisfy conditions  
6 subsequent.

7 21. Any alleged conduct or omission by Answering Defendants was not the cause in  
8 fact, or proximate cause, of any injuries or damages alleged by Plaintiff.

9 22. Answering Defendant is informed and believes, and based thereon allege, that  
10 Answering Defendant presently has insufficient knowledge or information on which to form a  
11 belief as to whether it, may have additional, as yet unstated, affirmative defenses available and  
12 cannot fully anticipate all affirmative defenses that may be applicable within this action.  
13 Accordingly, the right to assert additional affirmative defenses, if and to the extent that such  
14 affirmative defenses are applicable, is hereby reserved. This defense is alleged in the alternative  
15 and does not admit any of the allegations contained in the Second Amended Complaint.

16 23. Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have  
17 been alleged herein, in so far as sufficient facts were not available after a reasonable inquiry  
18 upon the filing of this Answer; therefore, Defendant reserves the right to amend its answer to  
19 allege additional affirmative defenses if subsequent investigations so warrant.

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28 Dattala V, Precision Assets

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**PRAYER**

WHEREFORE, Defendant/Counterclaimant/Crossclaimant Precision Assets prays for judgment against Plaintiff as follows:

1. That Plaintiff take nothing by way of its Second Amended Complaint and that the same be dismissed with prejudice;
2. For judgment entered in their favor;
3. For costs of suit and a reasonable attorney's fee; and
4. For all other relief that the court may find just and proper in the premises.

DATED this 22<sup>nd</sup> day of February, 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 and Counterclaimant*

**CROSSCLAIM**

This action relates to the ownership and title to certain residential real property located in Clark County, Nevada commonly known as 50 Sacramento Drive, Las Vegas, NV. 89110 and 59 Sacramento Drive, Las Vegas, Nevada 89110 (“50 Sacramento” and “59 Sacramento,” respectively).

1. Accordingly, jurisdiction and venue are appropriate in Clark County, Nevada.

2. Defendant/Crossclaimant Precision Assets (hereinafter referred to as “PRECISION”), is a Nevada limited liability company conducting business in Clark County Nevada.

3. Defendant Eustachius C. Bursey (“BURSEY”) is an individual residing in Clark County Nevada.

**GENERAL ALLEGATIONS**

4. On or about June 5, 1992, Plaintiff obtained title to 50 Sacramento pursuant to a Grant, Bargain and Sale Deed, recorded on July 30, 1992.

5. On June 3, 2018, BURSEY borrowed \$150,000.00 from Plaintiff to purchase 50 Sacramento, memorialized and secured by a Deed of Trust recorded on August 2, 2018 against 50 Sacramento (“2018 Deed of Trust”).

6. On April 1, 2019, HCO Residential, LLC (“HCO”) and BURSEY entered into a purchase contract for 50 Sacramento for \$95,500.00 (“50 Sacramento Purchase Contract”).

7. Pursuant to the 50 Sacramento Purchase Contract, BURSEY represented and warranted that he was the only party in possession of the Property, and that there were no other parties who claimed possession.

8. On April 5, 2019, the same parties, Plaintiff John Dattala (“Plaintiff”) and BURSEY, executed two additional documents, with both documents recorded on April 8, 2019, a Deed of Reconveyance relating to the 2018 Deed of Trust in full and a quit claim deed, transferring title in 50 Sacramento from Plaintiff to BURSEY in exchange for payment of \$73,540.00.

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1           9.       Plaintiff executed a notarized affidavit of grantor, asserting that the quit claim deed  
2 was an arms-length transaction between Plaintiff and BURSEY, a valid transfer of ownership  
3 and that Plaintiff does not claim any further ownership to 50 Sacramento.

4           10.      On April 9, 2019, PRECISION received an email from a third party, "Equity  
5 Connect – Wholesale Properties" ("Equity Connect") regarding 50 Sacramento.

6           11.      As part of the assignment of the 50 Sacramento Purchase Contract to PRECISION,  
7 HCO did not represent, warrant or advise PRECISION as to the state of title to 50 Sacramento.

8           12.      On April 10, 2019, the escrow company confirmed receipt of \$5,000 from  
9 PRECISION.

10          13.      On April 12, 2019, BURSEY, as seller, and PRECISION, as buyer, executed  
11 escrow instructions and an amendment to the escrow instructions to fully perform the 50  
12 Sacramento Purchase Contract.

13          14.      On April 12, 2019, BURSEY provided two notarized affidavits, 1) Affidavit of No  
14 Mortgage or Deed of Trust wherein BURSEY declares and certifies that there are no  
15 encumbrances in the form of a mortgage or deed of trust against 50 Sacramento, and 2) Owner's  
16 Affidavit wherein BURSEY declares and certifies that he has full possession of the property and  
17 that any liens and/or encumbrances have been duly disclosed to WFG .

18          15.      On April 15, 2019, escrow confirmed receipt of \$106,675.61 from PRECISION.

19          16.      Combined with the prior \$5,000 payment from PRECISION, PRECISION paid a  
20 total of \$111,675.61 to complete the 50 Sacramento purchase transaction.

21          17.      On April 15, 2019, a Grant, Bargain and Sale Deed was recorded from BURSEY  
22 to PRECISION to complete the arms-length transaction.

23          18.      On or about November 14, 2008, Plaintiff obtained title to 59 Sacramento pursuant  
24 to a Grant, Bargain and Sale Deed recorded on November 24, 2008.

25          19.      On April 19, 2019, HCO Residential, LLC ("HCO") and BURSEY entered into a  
26 purchase contract for 59 Sacramento for \$130,000.00.

27          20.      Pursuant to the 59 Sacramento Purchase Contract, BURSEY represented and  
28

1 warranted to HCO that BURSEY was the only party in possession of the Property, and that there  
2 were no other parties whom claimed possession.

3 21. Furthermore, the 59 Sacramento Purchase Contract indicated that HCO did not rely  
4 upon any representations of BURSEY in entering into the transaction.

5 22. April 22, 2019, a quit claim deed is recorded, whereby Plaintiff quitclaims 59  
6 Sacramento to BURSEY in exchange for payment of \$79,091.00.

7 23. Plaintiff again provides an executed, notarized affidavit of grantor asserting that the  
8 quit claim deed was, amongst other things, an arms-length transaction between Plaintiff and  
9 BURSEY, a valid transfer of ownership and that Plaintiff does not claim any further ownership  
10 to 59 Sacramento.

11 24. On April 30, 2019, BURSEY provided two notarized affidavits, 1) Affidavit of No  
12 Mortgage or Deed of Trust wherein BURSEY declares and certifies that there are no  
13 encumbrances in the form of a mortgage or deed of trust against 59 Sacramento, and 2) Owner's  
14 Affidavit wherein BURSEY declares and certifies that he has full possession of the property and  
15 that any liens and/or encumbrances have been duly disclosed.

16 25. As part of the assignment of the 59 Sacramento Purchase Contract to PRECISION,  
17 HCO did not represent, warrant or advise PRECISION as to the state of title to 59 Sacramento.

18 26. On May 2, 2019, BURSEY, as seller, and PRECISION, as buyer, executed escrow  
19 instructions, supplemental escrow instructions, and an amendment to the escrow instructions.

20 27. May 2, 2019, escrow confirmed PRECISION paid \$148,366.94 to close the 59  
21 Sacramento purchase transaction.

22 28. May 2, 2019, and a Grant, Bargain and Sale Deed was recorded from BURSEY to  
23 PRECISION.

24 **FIRST CLAIM FOR RELIEF**

25 **(Breach of Contract 50 Sacramento)**

26 29. PRECISION repeats and realleges paragraphs 1 through 29 as though fully set forth  
27 herein.

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1           30. Pursuant to the 50 Sacramento Purchase Contract, BURSEY represented and  
2 warranted that he was the only party in possession of the Property, and that there were no other  
3 parties who claimed possession.

4           31. Plaintiff and BURSEY, executed two additional documents, with both documents  
5 recorded on April 8, 2019, a Deed of Reconveyance relating to the 2018 Deed of Trust in full  
6 and a quit claim deed, transferring title in 50 Sacramento from Plaintiff to BURSEY in exchange  
7 for payment of \$73,540.00.

8           32. BURSEY, as part of the 50 Sacramento Purchase Contract, represented and  
9 warranted that he was the only party in possession of the Property, and that there were no other  
10 parties who claimed possession.

11           33. On April 12, 2019, BURSEY provided two notarized affidavits, 1) Affidavit of No  
12 Mortgage or Deed of Trust wherein BURSEY declares and certifies that there are no  
13 encumbrances in the form of a mortgage or deed of trust against 50 Sacramento, and 2) Owner's  
14 Affidavit wherein BURSEY declares and certifies that he has full possession of the property and  
15 that any liens and/or encumbrances have been duly disclosed.

16           34. On April 15, 2019, escrow confirmed receipt of \$106,675.61 from PRECISION  
17 which combined with the prior \$5,000 payment from PRECISION on April 10, 2019,  
18 PRECISION paid a total of \$111,675.61 to complete the 50 Sacramento purchase transaction

19           35. Plaintiff now claims possession of the 50 Sacramento Property.

20           36. PRECISION completed its obligations under the 50 Sacramento Purchase Contract,  
21 BURSEY has failed to complete his obligation of providing PRECISION with title free of any  
22 other claims.

23           37. PRECISION has been damaged in a sum to be proven at trial. PRECISION has  
24 been compelled to retain the undersigned counsel to represent it in this matter and has and will  
25 continue to incur attorney's fees and costs.

26       ///

27       ///

28                               Dattala V, Precision Assets

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                              Page 89 of 216

**SECOND CLAIM FOR RELIEF**

**(Unjust Enrichment 50 Sacramento)**

38. PRECISION repeats and realleges paragraphs 1 through 30 as though fully set forth herein.

39. PRECISION has conferred benefits on BURSEY in the form of, but not limited to, paying in full under the Sacramento Purchase Contract.

40. BURSEY has appreciated the foregoing benefits and has retained those benefits under inequitable circumstances.

41. If BURSEY retain the foregoing benefits, BURSEY will be harmed.

42. PRECISION has been damaged in a sum to be proven at trial. PRECISION has been compelled to retain the undersigned counsel to represent it in this matter and has and will continue to incur attorney's fees and costs.

**THIRD CLAIM FOR RELIEF**

**(Breach of Contract 59 Sacramento)**

43. PRECISION repeats and realleges paragraphs 1 through 43 as though fully set forth herein.

44. Pursuant to the 59 Sacramento Purchase Contract, BURSEY represented and warranted that he was the only party in possession of the Property, and that there were no other parties who claimed possession

45. On April 22, 2019, Plaintiff again provides an executed, notarized affidavit of grantor asserting that the quit claim deed was, amongst other things, an arms-length transaction between Plaintiff and BURSEY, a valid transfer of ownership and that Plaintiff does not claim any further ownership to 59 Sacramento.

46. April 30, 2019, BURSEY provided two notarized affidavits, 1) Affidavit of No Mortgage or Deed of Trust wherein BURSEY declares and certifies that there are no encumbrances in the form of a mortgage or deed of trust against 59 Sacramento, and 2) Owner's Affidavit wherein BURSEY declares and certifies that he has full possession of the property and

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1 that any liens and/or encumbrances have been duly disclosed.

2 47. BURSEY, as part of the 59 Sacramento Purchase Contract, represented and  
3 warranted that he was the only party in possession of the Property, and that there were no other  
4 parties who claimed possession.

5 48. May 2, 2019, escrow confirmed PRECISION paid \$148,366.94 to close the 59  
6 Sacramento purchase transaction. Plaintiff now claims possession of the 50 Sacramento Property.

7 49. PRECISION completed its obligations under the 59 Sacramento Purchase Contract,  
8 BURSEY has failed to complete his obligation of providing PRECISION with title free of any  
9 other claims.

10 50. PRECISION has been damaged in a sum to be proven at trial. PRECISION has  
11 been compelled to retain the undersigned counsel to represent it in this matter and has and will  
12 continue to incur attorney's fees and costs.

13 **FOURTH CLAIM FOR RELIEF**

14 **(Unjust Enrichment 59 Sacramento)**

15 51. PRECISION repeats and realleges paragraphs 1 through 51 as though fully set forth  
16 herein.

17 52. PRECISION has conferred benefits on BURSEY in the form of, but not limited to,  
18 paying in full under the 59 Sacramento Purchase Contract.

19 53. BURSEY has appreciated the foregoing benefits and has retained those benefits  
20 under inequitable circumstances.

21 54. If BURSEY retained the foregoing benefits, BURSEY will be harmed.  
22 PRECISION has been damaged in a sum to be proven at trial. PRECISION has been compelled  
23 to retain the undersigned counsel to represent it in this matter and has and will continue to incur  
24 attorney's fees and costs

25 **FIFTH CLAIM FOR RELIEF**

26 **(Fraud)**

27 55. PRECISION repeats and realleges paragraphs 1 through 55 as though fully set forth  
28

herein.

56. BURSEY knew the statement he made regarding 50 Sacramento and 59 Sacramento being free of the interest of Plaintiff was incorrect when BURSEY set it forth, including in the documents presented at the time of sale.

57. In justifiable reliance upon Mr. BURSEY's statement, PRECISION paid the \$2,000.00, and thereafter PRECISION paid \$148,366.94 to close the 59 Sacramento purchase transaction, and PRECISION paid a total of \$111,675.61 to complete the 50 Sacramento purchase transaction.

58. PRECISION was in communication with BURSEY during the commencement of the purchase of 50 Sacramento and 59 Sacramento.

59. PRECISION reasonably relied on these statements and paid for the properties.

60. PRECISION has been damaged in a sum to be proven at trial. PRECISION has been compelled to retain the undersigned counsel to represent it in this matter and has and will continue to incur attorney's fees and costs.

### **PRAYER**

WHEREFORE, Defendant/Counterclaimant/Crossclaimant PRECISION prays for judgment against Plaintiff as follows:

#### **AS TO THE FIRST CLAIM FOR RELIEF FOR BREACH OF CONTRACT:**

1. For an adjudication that BURSEY has failed to complete his obligation of providing PRECISION with title free of any other claims.
2. Damages in an amount in excess of \$15,000.00.

#### **AS TO THE SECOND CLAIM FOR RELIEF FOR UNJUST ENRICHMENT:**

1. For an adjudication that BURSEY has appreciated benefits and has retained those benefits under inequitable circumstances.
2. Damages in an amount in excess of \$15,000.00.

#### **AS TO THE THIRD CLAIM FOR RELIEF FOR BREACH OF CONTRACT:**

1. For an adjudication that BURSEY has failed to complete his obligation of providing

**Dattala V, Precision Assets**

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PRECISION with title free of any other claims.

2. Damages in an amount in excess of \$15,000.00.

AS TO THE FOURTH CLAIM FOR RELIEF FOR UNJUST ENRICHMENT:

1. For an adjudication that BURSEY has appreciated benefits and has retained those benefits under inequitable circumstances.
2. Damages in an amount in excess of \$15,000.00.

AS TO THE FIFTH CLAIM FOR RELIEF FOR FRAUD:

1. For an adjudication that BURSEY was acted fraudulently in his statements and representations to PRECISION regarding 50 Sacramento and 59 Sacramento being free of the interest of Plaintiff.
2. Damages in an amount in excess of \$15,000.00.

AS TO ALL CLAIMS FOR RELIEF:

1. For costs of suit incurred;
2. For reasonable attorney's fees; and
3. For such other and further relief as the Court may deem just and proper in the premises.

DATED this 22<sup>nd</sup> day of February, 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/Crossclaimant*

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **Defendant/CounterClaimant PRECISION ASSETS' ANSWER TO SECOND AMENDED COMPLAINT AND CROSSCLAIM** was electronically filed with the Eighth Judicial District Court on the 22nd day of February, 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:

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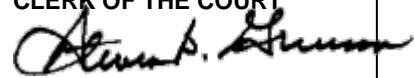
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Eustacius Bursey ebursey87@icloud.com



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



1 **ANS**  
2 **JONATHAN J. HANSEN, ESQ.**  
3 Nevada Bar No. 7002  
4 **JOEL F. HANSEN, ESQ.**  
5 Nevada Bar No. 1876  
6 **HANSEN & HANSEN, LLC**  
7 9030 W. Cheyenne Ave. #210  
8 Las Vegas, NV 89131  
9 (702) 906-1300: office  
10 (702) 620-5732: facsimile  
11 [jfhansen@hansenlawyers.com](mailto:jfhansen@hansenlawyers.com)  
12 *Attorney for Defendant Lillian Medina*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

11 JOHN DATALLA,

12 Plaintiff,

13 v.

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

19 Defendants

CASE NO. A-19-794335-C  
DEPT. NO. 14

20 **AMENDED ANSWER TO SECOND AMENDED COMPLAINT**

21 COMES NOW, the Defendant, LILLIAN MEDINA, by and through her attorney, JOEL F.  
22 HANSEN, ESQ., of the law firm HANSEN & HANSEN, LLC, and amended her answer to the  
23 Plaintiff's Second Amended Complaint on file herein, denies, admits and alleges as follows:

24 **I.**

25 Answering Paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22,  
26 23, 24, 25, 26, 27, 28, 29, 30, 31, 38, 39, 41, 42, 43, 44, 45, 46, 47, 48 of Plaintiff's Second  
27 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge  
28 **Dattala V, Precision Assets**

**Docketing Statement Case # 84762**

**Page 96 of 216**

1 or information upon which to base a belief as to the truth of the allegations contained therein and  
2 upon said ground denies each and every allegation contained therein.

3 **II.**

4 Answering Paragraphs 5, 32, 36, and 37 of the Plaintiff's Second Amended Complaint, this  
5 answering Defendant admits each and every allegation contained therein.  
6

7 **III.**

8 Answering Paragraph 33 of the Plaintiff's Second Amended Complaint, this answering  
9 Defendant admits that she provided photos of the pages concerning Bursey and Dattala to WFG but  
10 did not provide pages of the whole book. This Defendant further denies that she provided any other  
11 copies of her notary log book to WFG. She has insufficient information with respect to the balance  
12 of the paragraph and thus denies the allegations contained therein.  
13

14 **IV.**

15 Answering Paragraph 34 of the Plaintiff's Second Amended Complaint, this Defendant  
16 explained in her deposition that she made several attempts to obtain Bursey's signature, but he  
17 avoided her and frustrated her efforts. Ms. Medina asked Bursey to sign the log book at the scene of  
18 the closing, but Bursey failed and/or refused to sign the notary book at the closing and left without  
19 signing it against Ms. Medina's wishes. Bursey failed to contact Medina after she left messages for  
20 him to call her. Medina conducted good efforts to obtain Bursey's signature but Bursey refused to  
21 cooperate  
22

23 **V.**

24 Answering Paragraph 35 of the Plaintiff's Second Amended Complaint, this Defendant  
25 admits that she signed the affidavit described in Paragraph 35 but denies that the affidavit was false.  
26 Bursey left the scene of the signing without signing her notary book, although she asked him to sign.  
27 She made subsequent good faith efforts to obtain his signature but received no cooperation from  
28

1 Bursey. Thus, she made good faith efforts to comply with the laws but was prevented from doing so  
2 by Bursey.

3  
4 **VI.**

5 Answering Paragraphs 40, and 49 of the Plaintiff's Second Amended Complaint, this  
6 answering Defendant denies each and every allegation contained therein.

7 **VII.**

8 Answering Paragraph 50 of the First Cause of Action of the Plaintiff's Second Amended  
9 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 49 as  
10 though set forth fully herein.

11 **VIII.**

12 Answering Paragraph 51 of the First Cause of Action of Plaintiff's Second Amended  
13 Complaint, this answering Defendant alleges that she does not have sufficient knowledge or  
14 information upon which to base a belief as to the truth of the allegations contained therein and upon  
15 said ground denies each and every allegation contained therein.

16 **IX.**

17 Answering Paragraph 52 of the Second Cause of Action of the Plaintiff's Second Amended  
18 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 51 as  
19 though set forth fully herein.

20 **X.**

21 Answering Paragraphs 53, 54, and 55 of the Second Cause of Action of Plaintiff's Second  
22 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge  
23 or information upon which to base a belief as to the truth of the allegations contained therein and  
24 upon said ground denies each and every allegation contained therein.

25  
26  
27 ///

**XI.**

Answering Paragraph 56 of the Third Cause of Action of the Plaintiff's Second Amended Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 61 as though set forth fully herein.

**XII.**

Answering Paragraphs 57, 58, 59, and 60 of the Third Cause of Action of Plaintiff's Second Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge or information upon which to base a belief as to the truth of the allegations contained therein and upon said ground denies each and every allegation contained therein.

**XIII.**

Answering Paragraph 61 of the Fourth Cause of Action of the Plaintiff's Second Amended Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 60 as though set forth fully herein.

**XIV.**

Answering Paragraphs 62, 63, 64, and 66 of the Fourth Cause of Action of the Plaintiff's Second Amended Complaint, this answering Defendant denies each and every allegation contained therein.

**XV.**

Answering Paragraph 65 of the Fourth Cause of Action of the Plaintiff's Second Amended Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in any sum whatsoever.

///

///

///

1 **XVI.**

2 Answering Paragraph 67 of the Fifth Cause of Action of the Plaintiff's Second Amended  
3 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 66 as  
4 though set forth fully herein.  
5

6 **XVIII.**

7 Answering Paragraphs 68, 70, 71, 72, and 73 of the Fifth Cause of Action of Plaintiff's  
8 Second Amended Complaint, this answering Defendant alleges that she does not have sufficient  
9 knowledge or information upon which to base a belief as to the truth of the allegations contained  
10 therein and upon said ground denies each and every allegation contained therein.  
11

12 **XIX.**

13 Answering Paragraphs 69 and 75 of the Fifth Cause of Action of Plaintiff's Second Amended  
14 Complaint, this answering Defendant denies each and every allegation contained therein.  
15

16 **XX.**

17 Answering Paragraph 74 of the Fifth Cause of Action of Plaintiff's Second Amended  
18 Complaint, this answering Defendant alleges that she does not have sufficient knowledge or  
19 information upon which to base a belief as to the truth of the allegations contained therein and upon  
20 said ground denies each and every allegation contained therein, and further denies Plaintiff was  
21 damaged in the sums alleged or in any sum whatsoever.  
22

23 **XXI.**

24 Answering Paragraph 76 of the Sixth Cause of Action of the Plaintiff's Second Amended  
25 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 75 as  
26 though set forth fully herein.  
27

28 ///

///

1 **XXII.**

2 Answering Paragraphs 77 and 78 of the Sixth Cause of Action of Plaintiff's Second  
3 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge  
4 or information upon which to base a belief as to the truth of the allegations contained therein and  
5 upon said ground denies each and every allegation contained therein.  
6

7 **XXIII.**

8 Answering Paragraphs 79, 80, 81, and 82 of the Sixth Cause of Action of the Plaintiff's  
9 Second Amended Complaint, this answering Defendant denies each and every allegation contained  
10 therein.  
11

12 **XXIV.**

13 Answering Paragraph 83 of the Seventh Cause of Action of the Plaintiff's Second Amended  
14 Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 88 as  
15 though set forth fully herein.  
16

17 **XXV.**

18 Answering Paragraphs 84 and 86 of the Seventh Cause of Action of Plaintiff's Second  
19 Amended Complaint, this answering Defendant alleges that she does not have sufficient knowledge  
20 or information upon which to base a belief as to the truth of the allegations contained therein and  
21 upon said ground denies each and every allegation contained therein.  
22

23 **XXVI.**

24 Answering Paragraphs 85, 87, 88, 89, 90, 91, and 93 of the Seventh Cause of Action of  
25 the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained  
26 therein.  
27

28 ///

///

1 **XXVII.**

2 Answering Paragraph 92 of the Seventh Cause of Action of the Plaintiff's Second Amended  
3 Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in  
4 any sum whatsoever.

5  
6 **AFFIRMATIVE DEFENSES**  
7 **FIRST AFFIRMATIVE DEFENSE**

8 Defendant alleges that the Complaint and each and every cause of action stated therein fails  
9 to state a claim upon which relief can be granted.

10 **SECOND AFFIRMATIVE DEFENSE**

11 Defendant alleges Plaintiff assumed whatever risk or hazard existed at the time of the  
12 incident alleged in the Complaint and is therefore responsible for the alleged injuries suffered; and  
13 further, Plaintiff was guilty of negligence on his own part which caused or contributed to any  
14 injuries suffered by the Plaintiff

15 **THIRD AFFIRMATIVE DEFENSE**

16 Defendant is informed and believe and thereon alleges that if the Plaintiff herein suffered or  
17 sustained any loss, injury, damage or detriment, the same was directly and proximately caused and  
18 contributed to by the conduct, acts, omissions, activities, carelessness, recklessness, negligence,  
19 and/or intentional misconduct of said Plaintiff, thereby completely or partially barring Plaintiff's  
20 recovery herein.

21  
22 **FOURTH AFFIRMATIVE DEFENSE**

23 Defendant denies any act or omission to act on this answering Defendant's part, or any act or  
24 omission to act on the part of any person or entity for whose acts or omissions this answering  
25 Defendant may be established to be legally responsible or liable, actually or proximately caused or  
26 contributed to in any matter or to any degree, any injuries, damages or losses, if any, for which  
27 recovery is sought by Plaintiff.  
28



1                                   **FIFTH AFFIRMATIVE DEFENSE**

2           Defendant alleges that Plaintiff has failed to mitigate his damages, if any.

3                                   **SIXTH AFFIRMATIVE DEFENSE**

4           Defendant alleges that the Plaintiff failed to name a party necessary for full and adequate  
5 relief essential in this action.

6                                   **SEVENTH AFFIRMATIVE DEFENSE**

7           Defendant alleges that the injuries, if any, suffered by the Plaintiff as set forth in the  
8 Plaintiff's Complaint were caused in whole or in part by the negligence or intentional conduct of a  
9 third party over which Defendant had no control.

10                                  **EIGHTH AFFIRMATIVE DEFENSE**

11           Should this Defendant be found liable to Plaintiff, which liability is expressly denied,  
12 Defendant is entitled to have any award against her abated, reduced or eliminated to the extent that  
13 the negligence, carelessness, fault, or defects caused by the remaining parties in this action, or by  
14 other persons, corporations or business entitles who contributed to Plaintiff's damages if any.

15                                  **NINTH AFFIRMATIVE DEFENSE**

16           Defendant alleges it has been necessary for her to employ the services of an attorney to  
17 defend this action, and a reasonable sum should be allowed Defendant as and for attorney's fees  
18 together with her costs expended in this action.

19                                  **TENTH AFFIRMATIVE DEFENSE**

20           That this Defendant determined from satisfactory evidence that the signature which was  
21 made on the document in question was that of the person appearing before this notary and named  
22 therein.

23           ///

24           ///

1 **ELEVENTH AFFIRMATIVE DEFENSE**

2 That this Defendant as a notary public had satisfactory evidence that the person appearing  
3 before her was the person whose true signature was on the document signed by that person.

4 **TWELFTH AFFIRMATIVE DEFENSE**

5 That this Defendant states that the signature was identified on the oath or affirmation of the  
6 signer.  
7

8 **THIRTEENTH AFFIRMATIVE DEFENSE**

9 That the signer was identified on the basis of identification documents of which this  
10 Defendant took a photograph, that is, the driver's license of the signer.

11 **FOURTEENTH AFFIRMATIVE DEFENSE**

12 That this Defendant engaged in no official misconduct in notarizing the document in  
13 question. Defendant Bursey is the one who engaged in misconduct because he refused at the time of  
14 the closing to sign the notary book and Mr. Bursey failed to respond with Ms. Medina left messages  
15 for him to contact her. Ms. Medina put forth a good faith effort to obtain Mr. Bursey's signature, but  
16 he always avoided and/or refused to sign  
17

18 **FIFTEENTH AFFIRMATIVE DEFENSE**

19 That the signer of the document in question personally appeared before me and  
20 acknowledged the document under oath.  
21

22 **SIXTEENTH AFFIRMATIVE DEFENSE**

23 That proper identification was provided to me in the form of a driver's license with the  
24 photograph of the signer upon the driver's license.

25 **SEVENTEENTH AFFIRMATIVE DEFENSE**

26 That I personal observed Mr. Dattala sign the document in question after verifying his  
27 identity.  
28

1 **EIGHTEENTH AFFIRMATIVE DEFENSE**

2 Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have been  
3 alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of  
4 Defendant's Answer; and therefore, Defendant reserves the right to amend this Answer to allege  
5 additional affirmative defenses if subsequent investigation warrants it.  
6

7 (NOTE: Some or all of the affirmative defenses above pled may have been pled for purposes  
8 of non-waiver pending discovery. Other affirmative defenses may be added as discovery continues.)

9 WHEREFORE, Defendant, LILLIAN MEDINA, demands judgment that the Plaintiff  
10 take nothing by way of his Second Amended Complaint on file herein and that he go hence with his  
11 costs herein incurred and that Defendant be awarded reasonable attorney's fees.  
12

13 DATED this 20<sup>th</sup> day of July 2021.

14 HANSEN & HANSEN, LLC.

15 BY: /s/ Joel F. Hansen  
16 JONATHAN J. HANSEN, ESQ.  
17 Nevada Bar No. 7002  
18 JOEL F. HANSEN, EQ.  
19 Nevada Bar No. 1876  
20 9030 W. Cheyenne Ave. #210  
21 Las Vegas, NV 89129  
22 *Attorney for Defendant Lillian Medina*  
23  
24  
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☒ Electronic Service - via the Court's electronic service system; and/or

☐ U.S. Mail – By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below; and/or

☐ Facsimile – By facsimile transmission pursuant to EDCR 7.26 to the facsimile number(s) shown below and in the confirmation sheet filed herewith. Consent to service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by facsimile transmission is made in writing and sent to the sender via facsimile within 24 hours of receipt of this Certificate of Service; and/or

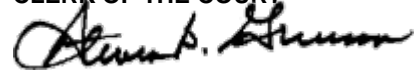
☐ Hand Delivery – By hand - delivery to the address listed below.

Dale K. Kleven, Esq.  
Thomas M. Fronczek, Esq.  
HOMEOWNER RELIEF LAWYERS  
5550 Painted Mirage Road, Ste. 320  
Las Vegas, NV 89149  
*Attorney for Defendant Eustachius C. Bursey*

John Benedict, Esq.  
Brian R. Dziminski, Esq.  
LAW OFFICES OF JOHN BENEDICT  
2190 E. Pebble Rd., Ste. 260  
Las Vegas, NV 89123  
*Attorney for Acry Development LLC*

/s/ Lisa M. Sabin  
An Employee of Hansen & Hansen, LLC

Dattala V, Precision Assets  
Docketing Statement Case # 84762  
11  
Page 106 of 216



NJUD  
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

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

Take notice that FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT  
AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA  
was filed on October 15, 2021. A copy of said JUDGMENT is attached.

/s/ Benjamin B. Childs, Sr.  
BENJAMIN B. CHILDS, Sr.ESQ.  
NEVADA BAR # 3946

CERTIFICATE OF SERVICE

This NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND  
JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF  
JOHN DATTALA, with attachment, was served through the Odyssey File and Serve  
system to all counsel and to Eustachius Bursey at his email address  
ebursey87@icloud.com and to Lillian Medina at her email address  
imnotaryagent@yahoo.com on filing. Electronic service is in lieu of mailing for the  
attorneys.

1 On October 15, 2021 I served a copy of this NOTICE OF ENTRY OF FINDINGS OF  
2 FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY  
3 AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA, with attachment, by depositing a  
4 true, correct and complete copy of same in an envelope, which envelope was placed in  
5 the United States Mail with prepaid first class postage attached, addressed as follows:

6 EUSTACHIUS BURSEY  
7 1658 Glynn Court  
8 Detroit, MI 48206

9 LILLIAN MEDINA  
10 818 S. 7<sup>th</sup> St # 4  
11 Las Vegas, NV 89101

12  
13 /s/ Benjamin B. Childs, Sr.  
14 BENJAMIN B. CHILDS, Sr.ESQ.  
15 NEVADA BAR # 3946  
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FFCL  
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Fax 385 1847  
ben@benchilds.com  
Attorney for Plaintiff  
JOHN DATTALA

DISTRICT COURT  
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

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

Defendants

=====

AND RELATED ACTIONS

=====

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

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 :



Lot 87 in Block 5 of MEADOW HOMES UNIT # 3 2<sup>nd</sup> Amended as shown in PLAT BOOK 9 PAGE 63 in the Clark County Recorder's Office.  
APN 140-31-810-025

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

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<sup>1</sup> 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.

<sup>2</sup>. \$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  
enter for each notarial act performed, at the time the act is performed:

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

6 69. Medina breached that duty by notarizing the two affidavits described  
7 in Paragraph 30 above without complying with NRS 240.120(1)(d).

8 70. Medina at all relevant times was an employee or agent under the  
9 control of WFG.

10 71. Medina at all relevant times was either within the nature and scope of  
11 her employment as an employee of WFG or was acting as WFS's  
12 agent and was within the scope of her agency when performing the  
13 notarial acts described above.

14 72. Dattala is in the class of persons whom NRS 240.120(1)(d) is  
15 intended to protect and the injury to him is of the type against which  
16 NRS 240.120(1)(d) is intended to protect.

17 73. WFG is liable for damages Dattala incurred as a result of Medina's  
18 negligence under the doctrine of respondeat superior.

19 74. Due to the violation of NRS 240.120(1)(d), Plaintiff has been damaged  
20 in an amount in excess of Fifteen Thousand Dollars (\$15,000.00),  
21 which amount will be set forth and proven at the time of trial.

22 75. It has been necessary for Plaintiff to retain the services of an attorney  
23 and to incur other court costs to prosecute this action. Defendants  
24 Medina and WFG should be required to pay attorneys' fees and costs  
25 incurred by Plaintiff in this action.

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

29 84. Defendant Bursey engaged in criminal enterprise with at least one  
30 other individual and engaged in criminal activity by knowingly making  
31 false representations of fact to commit fraud on Plaintiff, forging  
32 Plaintiff's signature on real estate and financial documents, placing

1 forged documents in the public record, committing perjury by executing  
2 and recording false Declaration of Value forms, and conspiring with  
3 Medina as a Nevada Notary Public to fabricate signatures on  
4 documents, to sign and stamp real estate documents with notary  
5 seals to give the document the appearance of authenticity,  
6 genuineness and enforceability.

7 85. Defendant Medina engaged in criminal enterprise with at least one  
8 other individual by engaging in criminal activity with Bursey by falsely  
9 notarizing real estate documents in violation of NRS 240.001 to  
10 240.169, inclusive, or a regulation or order adopted or issued pursuant  
11 thereto, by forging Dattala's signature in her notary book, and by  
12 committing perjury by executing the affidavits described above in  
13 Paragraphs 34 and 35.

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

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

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

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

25 90. Medina offered false evidence by executing the affidavits described in  
26 Paragraphs 34 and 35.

27 91. Bursey and Medina engaged in unlawful activity as defined by NRS  
28 207.400.

29 92. As a direct and proximate result of the actions of Defendants Bursey  
30 and Medina, Plaintiff has suffered and will suffer general and  
31 consequential damages in will suffer general and consequential  
32 damages in the amount of three hundred and seventy thousand

dollars (\$370,000), exclusive of costs and interest.

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

Dattala pled causes of action against Bursey in the SAC for Fraudulent Conveyance, Civil Conspiracy, and RICO pursuant to NRS 240.175.

Dattala has proven all the elements of each cause of action pled in the SAC against Bursey.

Dattala pled causes of action against Medina in the SAC for Civil Conspiracy, Negligence per se and RICO pursuant to NRS 240.175.

Dattala has proven all the elements of each cause of action pled in the SAC against Medina.

Dattala proved he incurred monetary damages caused by Bursey and Medina in the amount of \$355,533.

Dattala affirmatively waived his right to seek an award of attorney fees and costs incurred in prosecuting this matter against Bursey.

Dattala affirmatively waived his right to seek an award of attorney fees and costs incurred in prosecuting this matter against Medina.

The Court expressly determines that there is no just reason for delay in entering final judgment in favor of Dattala against Bursey.

The Court expressly determines that there is no just reason for delay in entering final judgment in favor of Dattala against Medina.

## CONCLUSIONS OF LAW

Eighth Judicial District Court Rule [EDCR herein] 2.67(a) requires a meeting of counsel before calendar call and "[t]he attorneys must then prepare a joint pretrial memorandum which must be served and filed not less than 15 days before the date set for trial."

EDCR 2.67 (c) states as follows :

When a party is not represented by an attorney the party must comply

1 with this rule. Should the designated trial attorney or any party in proper  
2 person fail to comply, a judgment of dismissal or default or other  
3 appropriate judgment may be entered or other sanctions imposed.

4 EDCR 2.69 ( c) states as follows :

5 (c) Failure of trial counsel to attend calendar call and/or failure to submit required  
6 materials shall result in any of the following which are to be ordered within the  
7 discretion of the court:

- 8 (1) Dismissal of the action.
- 9 (2) Default judgment.
- 10 (3) Monetary sanctions.
- 11 (4) Vacation of trial date.
- 12 (5) Any other appropriate remedy or sanction.

13 The Court has jurisdiction over the parties and the Subject Properties described in the  
14 SAC.

15 Venue is proper as the causes of action arose in Clark County, Nevada and the Subject  
16 Properties at issue are located in Clark County, Nevada.

17 The elements of each cause of action are addressed in turn.

#### 18 A. FRAUDULENT CONVEYANCE

19 Nevada's Fraudulent Conveyance statute is set forth in NRS Chapter 112. The most  
20 relevant statute for purposes of this motion is NRS 112.180, set forth below.

21 NRS 112.180 Transfer made or obligation incurred with intent to  
22 defraud or without receiving reasonably equivalent value; determination of  
23 intent.

24 1. A transfer made or obligation incurred by a debtor is fraudulent as  
25 to a creditor, whether the creditor's claim arose before or after the  
26 transfer was made or the obligation was incurred, if the debtor made  
27 the transfer or incurred the obligation:

- 28 (a) With actual intent to hinder, delay or defraud any creditor of  
29 the debtor; or
- 30 (b) Without receiving a reasonably equivalent value in exchange  
31 for the transfer or obligation, and the debtor:

32 (1) Was engaged or was about to engage in a business  
or a transaction for which the remaining assets of the  
debtor were unreasonably small in relation to the  
business or transaction; or

(2) Intended to incur, or believed or reasonably should

1 have believed that the debtor would incur, debts beyond  
2 his or her ability to pay as they became due.

3 2. In determining actual intent under paragraph (a) of subsection 1,  
4 consideration may be given, among other factors, to whether:

- 5 (a) The transfer or obligation was to an insider;  
6 (b) The debtor retained possession or control of the property  
7 transferred after the transfer;  
8 (c) The transfer or obligation was disclosed or concealed;  
9 (d) Before the transfer was made or obligation was incurred, the  
10 debtor had been sued or threatened with suit;  
11 (e) The transfer was of substantially all the debtor's assets;  
12 (f) The debtor absconded;  
13 (g) The debtor removed or concealed assets;  
14 (h) The value of the consideration received by the debtor was  
15 reasonably equivalent to the value of the asset transferred or  
16 the amount of the obligation incurred;  
17 (i) The debtor was insolvent or became insolvent shortly after  
18 the transfer was made or the obligation was incurred;  
19 (j) The transfer occurred shortly before or shortly after a  
20 substantial debt was incurred; and  
21 (k) The debtor transferred the essential assets of the  
22 business to a lienor who transferred the assets to an insider of  
23 the debtor.

24 B. CIVIL CONSPIRACY

25 To prevail in a civil conspiracy action, a plaintiff must prove an agreement between the  
26 tortfeasors, whether explicit or tacit.. See Eikelberger v. Tolotti, 96 Nev. 525, 528 n.1, 611 P.2d  
27 1086, 1088 n.1 (1980)

28 Consolidated Generator v. Cummins Engine, 114 Nev. 1304, 1311, 971 P.2d 1251,  
29 1258 (1998) sets forth the elements of civil conspiracy.

30 An actionable civil conspiracy “consists of a combination of two or more  
31 persons who, by some concerted action, intend to accomplish an unlawful  
32 objective for the purpose of harming another, and damage results from the act or  
acts.” Hilton Hotels v. Butch Lewis Productions, 109 Nev. 1043, 1048, 862 P.2d  
1207, 1210 (1993) (citing Sutherland v. Gross, 105 Nev. 192, 196, 772 P.2d  
1287, 1290 (1989)).

1 C. RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT aka RICO

2  
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  
9 robbery;  
10 13. Forgery, including, without limitation, forgery of a credit card or debit  
11 card in violation of NRS 205.740;  
12 28. Obtaining possession of money or property valued at \$650 or more,  
13 or obtaining a signature by means of false pretenses;  
14 29. Perjury or subornation of perjury;  
15 30. Offering false evidence;  
16 35. Any violation of NRS 205.377 [statutory definition set forth below]

17  
18 NRS 205.377 - Multiple transactions involving fraud or deceit in course of  
19 enterprise or occupation; penalty.

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

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

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

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

3. A person who violates subsection 1 is guilty of a category B felony and  
shall be punished by imprisonment in the state prison for a minimum term  
of not less than 1 year and a maximum term of not more than 20 years,  
and may be further punished by a fine of not more than \$10,000.

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

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



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.

3  
4 D.     NEGLIGENCE PER SE

5  
6           Atkinson v. MGM Grand Hotel, Inc., 120 Nev. 639, 641, 98 P.3d 678, 679 (2004);  
7 Gordon v. Hurtado, 96 Nev. 375, 609 P.2d 327 (1980) holds that the violation of a statute  
8 constitutes negligence per se if (1) the injured party belongs to the class of individuals the  
9 statute was intended to protect, and (2) the injury suffered is the type the statute was intended  
10 to prevent.  
11

12  
13 ENTRY OF FINAL JUDGMENT AUTHORIZED IF COURT EXPRESSLY DETERMINES THAT  
14 THERE IS NO JUST REASON FOR DELAY.  
15

16 NRCP 54(b) states, in relevant part, as follows :  
17

18  
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

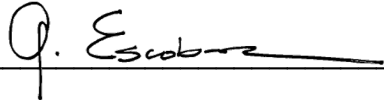
26  
27 JUDGMENT  
28

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

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 John Dattala, Plaintiff(s)

CASE NO: A-19-794335-C

7 vs.

DEPT. NO. Department 14

8 Eustachius Bursey, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the  
13 court's electronic eFile system to all recipients registered for e-Service on the above entitled  
case as listed below:

14 Service Date: 10/15/2021

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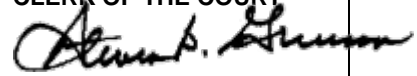
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11 *Attorneys for Defendant/Crossclaim Defendant,*  
12 *WFG National Title Insurance Company*

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

11 **JOHN DATTALA,**  
12 **Plaintiff,**

13 **v.**

14  
15 **EUSTACHIUS C. BURSEY and PRECISION**  
16 **ASSETS; ACRY DEVELOPMENT LLC, and**  
17 **LILLIAN MEDINA and WFG NATIONAL**  
18 **TITLE INSURANCE COMPANY and JOHN**  
19 **DOES1 through 5, inclusive and ROE**  
20 **CORPORATIONS 1 through X;**

21 **Defendants.**

22 **AND RELATED CLAIMS.**

Case No.: A-19-794335-C  
Dept. No.: XIV

**NOTICE OF ENTRY OF ORDER**

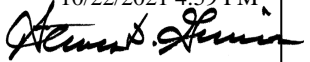
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DATED this 25<sup>th</sup> day of October, 2021.

## CERTIFICATE OF SERVICE

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Dattala V, Precision Assets  
Docketing Statement Case # 84762  
Page 2 of 2 Page 133 of 216

  
CLERK OF THE COURT

**ORDG**

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*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  
WFG NATIONAL TITLE  
INSURANCE COMPANY'S MOTION  
FOR SUMMARY JUDGMENT**

The Motion for Summary Judgment against Plaintiff filed by WFG National Title Insurance Company ("WFG") 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:

**I. FINDINGS OF FACT.**

1. On or about November 14, 2008, Plaintiff obtained title to 59 Sacramento Drive, Las Vegas, NV 89110 ("59 Sacramento").

2. WFG engaged Simple Signings, a third-party signing/notary services vendor, to  
Dattala V, Precision Assets

Docketing Statement Case # 84762

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1 handle Dattala's execution of an Affidavit of Grantor regarding 59 Sacramento.

2 3. Lilian Medina ("Medina") was an independent notary that Simple Signings  
3 assigned to handle Dattala's execution and notarization of an Affidavit of Grantor regarding 59  
4 Sacramento.

5 4. Medina was an independent notary of Simple Signings and not an employee of  
6 WFG.

7 5. Medina was paid by Simple Signings regarding the execution and notary of the  
8 Affidavit of Guarantor.

9 6. As Medina was not an employee of WFG, WFG has never provided any training or  
10 supervision regarding Medina's notary activities.

## 11 **II. CONCLUSIONS OF LAW.**

### 12 **A. Summary Judgement.**

13 "Summary judgment is appropriate if, when viewed in the light most favorable to the  
14 nonmoving party, the record reveals there are no genuine issues of material fact and the moving  
15 party is entitled to judgment as a matter of law." *DTJ Design, Inc. v. First Republic Bank*, 130  
16 Nev. Adv. Op. 5, 318 P.3d 709, 710 (2014) (citing *Pegasus v. Reno Newspapers, Inc.*, 118 Nev.  
17 706, 713, 57 P.3d 82, 87 (2002)). The plain language of Rule 56(c) "mandates the entry of  
18 summary judgment, after adequate time for discovery and upon motion, against a party who fails  
19 to make a showing sufficient to establish the existence of an element essential to that party's  
20 case, and on which that party will bear the burden of proof at trial." *Celotex Corp. v. Catrett*,  
21 477 U.S. 317, 323, 106 S.Ct. 2548, 2552 (1986) (adopted by *Wood v. Safeway, Inc.*, 121 Nev.  
22 724, 731, 121 P.3d 1026, 1031 (2005)). In such a situation, there can be "no genuine issue as to  
23 any material fact" because a complete failure of proof concerning an essential element of the  
24 nonmoving party's case necessarily renders all other facts immaterial. *Id.* The governing law  
25 determines which "factual disputes are material and will preclude summary judgment; other  
26 factual disputes are irrelevant." *Wood*, 121 P.3d at 1031. Accordingly, Nevada courts follow the  
27 federal summary judgment standard, not the "slightest doubt" standard previously applicable  
28 before *Wood. Id.* at 1031, 1037.

1           B. Plaintiff's Quiet Title and Declaratory Relief Causes of Action.

2           1.       In Nevada, an action for quiet title may be brought by any person against  
3 another who claims an estate or interest in real property, adverse to him, for the purpose of  
4 determining such adverse claims. *See*, NRS 40.010.

5           2.       WFG does not claim a current interest in either 50 Sacramento or 59  
6 Sacramento.

7           3.       The evidence presented by the parties demonstrates that no genuine issues  
8 of material fact exist and that WFG is entitled to judgment as a matter of law as set forth in its  
9 Motion for Summary Judgment against Plaintiff regarding his Quiet Title and Declaratory Relief  
10 causes of action against WFG.

11          4.       As a matter of law, Plaintiff cannot succeed on the merits of his Quiet Title  
12 and Declaratory Relief causes of action against WFG.

13          C. Plaintiff's Negligence Causes of Action.

14          1.       The Nevada Supreme Court has used the following five factors when  
15 determining whether an employer-employee relationship exists in a particular case: (1) the  
16 degree of supervision exercised by the putative employer over the details of the work; (2) the  
17 source of the worker's wages; (3) the existence of a right on the part of the putative employer to  
18 hire and fire the worker; (4) the extent to which the worker's activities further the general  
19 business concerns of the putative employer; and (5) the putative employer's right to control the  
20 hours and location of employment. *Montgomery v. Ponderosa Const., Inc.*, 101 Nev. 416, 418,  
21 705 P.2d 652, (1985); *citing Whitley v. Jake's Crane & Rigging, Inc.*, 95 Nev. 819, 603 P.2d 689  
22 (1979).

23          2.       WFG did not exercise any degree of supervision over the details of  
24 Medina's notarial acts regarding the Affidavit of Guarantor; Medina was paid by Simple  
25 Signings as an independent contractor; WFG contracted with Simple Signings to obtain  
26 signatures and, where required, the notarization of signatures, to various documents; WFG did  
27 not have any control to hire or fire Medina; Medina did not engage in performing a title analysis,  
28 escrow services or insurance underwriting on behalf of WFG regarding the subject properties

1 and her sole assignment, assigned by Simple Signings, was the notarial acts regarding the  
2 Affidavit of Guarantor; and WFG did not exercise any degree of control over Medina's hours  
3 and location of employment.

4 3. "Respondeat superior liability **attaches only when the employee is under**  
5 **the control of the employer** and when the act is within the scope of employment." *Rockwell*,  
6 112 Nev. 1223 (emphasis added), *quoting Molino v. Asher*, 96 Nev. 814, 817, 618 P.2d 878, 879  
7 (1980). "Therefore, an actionable claim on a theory of respondeat superior requires proof that  
8 (1) the actor at issue was an employee, and (2) the action complained of occurred within the  
9 scope of the actor's employment." *Id.* "The law is established beyond question, that one for  
10 whom services are performed by an independent contractor is not liable for the negligence or  
11 other delict or tort of such independent contractor." *Wells, Inc. v. Shoemake*, 64 Nev. 57, 64,  
12 177 P.2d 451 (1947).

13 4. Medina was not the employee of WFG in any capacity.

14 5. Dattala's respondeat superior liability cannot attach to WFG.

15 6. NRS 240.150(2) states:

16 The employer [of a notary public] is liable for any damages proximately caused  
17 by the misconduct of the notary public, if: (a) [t]he notary public was acting  
18 within the scope of his or her employment at the time the notary public engaged  
19 in the misconduct; and (b) [t]he employer of the notary public consented to the  
20 misconduct of the notary public.

21 7. "The law is established beyond question, that one for whom services are  
22 performed by an independent contractor is not liable for the negligence or other delict or tort of  
23 such independent contractor." *Wells, Inc. v. Shoemake*, 64 Nev. 57, 64, 177 P.2d 451 (1947).  
24 "In an agency relationship, the principal possesses the right to control the agent's conduct."  
25 *Hunter Mining Lab. v. Management Assistance*, 104 Nev. 568, 571, 763 P.2d 350, 352 (1988).  
26 "This principle of agency, however, does not mean that an agency relationship exists every time  
27 one party has a contractual right to control some aspect of another party's business." *Id.*

28 The relation between parties to which responsibility attaches to one, for the acts  
of negligence of the other, must be that of superior and subordinate, or, as it is  
generally expressed, of master and servant, in which the latter is subject to the

Dattala V, Precision Assets

Docketing Statement Case # 84762

Page 137 of 216

1 control of the former. The responsibility is placed where the power exists.  
2 Having power to control, the superior or master is bound to exercise it to the  
prevention of injuries to third parties, or he will be held liable.

3 *Wells*, 64 Nev. at 64-65.

4 8. WFG did not have any power or control over the work Simple Signings was  
5 contracted to perform. WFG did not have any power or control in the performance of the work  
6 Medina was assigned to perform from Simple Signings. Specifically, (1) WFG did not exercise  
7 any degree of supervision over the details of Medina's notarial acts regarding the Affidavit of  
8 Guarantor, (2) Simple Signings was paid as a vendor out of the escrow funds and Simple  
9 Signings paid Medina, (3) WFG has no control or right to hire or fire Medina, and (4) WFG did  
10 not exercise any degree of control over Medina's hours and location of employment. There is  
11 no evidence that there was ever an agreement with Medina for any services. WFG contracted  
12 with Simple Signings to obtain signatures and, where required, the notarization of signatures, to  
13 various documents by persons or entities required to execute the documents as part of an escrow  
14 transaction.

15 9. "[T]here is no relationship of 'superior and subordinate, or, as it is generally  
16 expressed, of master and servant, in which the latter is subject to the control of the former. The  
17 responsibility is placed where the power exists.'" *Hanneman v. Downer*, 110 Nev. 167, 175,  
18 871 P.2d 279, 284 (1994), quoting *Wells*, 64 Nev. at 64.

19 10. Medina did not have any authority to act on behalf of WFG.

20 11. WFG is not liable for any damages caused by Medina's actions.

21 12. The evidence presented by the parties demonstrates that no genuine issues  
22 of material fact exist and that WFG is entitled to judgment as a matter of law as set forth in its  
23 Motion for Summary Judgment against Plaintiff regarding his Negligence causes of action  
24 against WFG.

25 13. As a matter of law, Plaintiff cannot succeed on the merits of his Negligence  
26 causes of action against WFG.

27 \\\

28 \\\



1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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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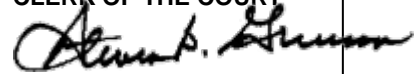
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Attorney for *Precision Assets, as*

*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 22<sup>nd</sup> day of October, 2021. A copy of said Order is attached hereto.

///

///

///

///

Dattala V, Precision Assets

Docketing Statement Case # 84762

Page 142 of 216



DATED this 23<sup>rd</sup> day of October, 2021.

THE BALL LAW GROUP

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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 23<sup>rd</sup> 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:

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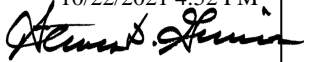
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*Attorneys for Defendant/Crossclaim Defendant,*

*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:

Dattala V, Precision Assets

Docketing Statement Case # 84762

Page 145 of 216

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

Dattala V, Precision Assets

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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.

Dattala V, Precision Assets

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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:



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

NRS 111.180(1) (emphasis added); *see also* *Bailey v. Butner*, 176 P.2d 226, 234 (Nev. 1947). In order to demonstrate it is a *bona fide* purchaser as a matter of law, Precision Assets need only show that: (1) that it purchased the properties for “valuable consideration”; and (2) without notice of a competing or a superior interest in the property. *Berge v. Fredericks*, 95 Nev. 183, 591 P.2d 246 (1979). On this issue, “[Nevada] 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.” *Moore v. De Bernardi*, 220 P. 544, 547 (Nev. 1923).

C. Expungement Of Deed Of Trust.

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

D. Expungement Of Lis Pendens.

A Lis Pendens is governed by NRS 14.015. Pursuant to NRS 14.015(2), a party seeking to maintain a Lis Pendens must show four elements: (1) the action affects title or possession of the real property described, (2) the action is not brought for bad faith or for an improper motive, (3) perform any conditions precedent to the relief sought, and (4) the party who recorded the notice would be injured by any transfer. Following a conclusive showing of all four of these elements, the party seeking to maintain a Lis Pendens must then, pursuant to NRS 14.015(3), prove a fifth element – either that it is likely to prevail in the action or has a fair chance of success on the 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.”

Dattala V, Precision Assets

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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.

Dattala V, Precision Assets

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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.

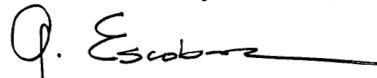
11 **IT IS FURTHER ORDERED** that Precision Asset is the sole and rightful owner to the  
12 Property, free of any interest, liens, or encumbrances of plaintiff Dattala.

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

Dattala V, Precision Assets

Docketing Statement Case # 84762  
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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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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16 John Benedict

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18 Lisa Cox

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19 Aaron Lancaster

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23 Dale Kleven

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24 Brian Dziminski

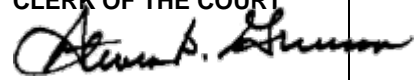
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11 *Attorneys for Defendant/Crossclaim Defendant,*

12 *WFG National Title Insurance Company*

13 **EIGHTH JUDICIAL DISTRICT COURT**

14 **STATE OF NEVADA**

15 JOHN DATTALA;

16 Plaintiffs,

17 vs.

18 EUSTACHIUS C. BURSEY and  
19 PRECISION ASSETS LLC, and ACRY  
20 DEVELOPMENT LLC and LILLIAN  
21 MEDINA and WFG NATIONAL TITLE  
22 INSURANCE COMPANY and BONITA  
23 SPENCER and JOHN DOES 1 through 5  
24 inclusive and ROE CORPORATIONS I  
25 through X,

26 Defendants.

27 AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

**NOTICE OF ENTRY OF ORDER**

Dattala V, Precision Assets

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DATED this 31st day of January, 2022.

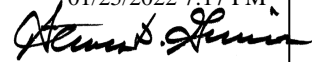
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CLERK OF THE COURT

**ORDR**

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*WFG National Title Insurance Company*

**EIGHTH JUDICIAL DISTRICT COURT  
STATE OF 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 DENYING PLAINTIFF'S  
MOTION FOR RECONSIDERATION  
OF ORDER GRANTING  
DEFENDANT WFG NATIONAL  
TITLE INSURANCE COMPANY'S  
MOTION FOR SUMMARY  
JUDGMENT**

Plaintiff John Dattala ("Plaintiff") filed a Motion for Reconsideration of the Order Granting Defendant WFG National Title Insurance Company's ("WFG") Motion for Summary Judgment. WFG opposed the Motion, and Defendant Precision Assets LLC ("Precision") filed a joinder in support of the Opposition. This matter came on for hearing before this Court on December 16, 2021, during which the parties presented argument. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, this Court issues the following order:

Plaintiff argues that reconsideration is warranted because the default judgment entered against Defendants Eustachius C. Bursey ("Bursey") and Lillian Medina ("Medina"), entered on **Dattala V, Precision Assets**

1 October 15, 2021, (“Bursey/Medina Default Judgment”), conflicts with the Order Granting  
2 WFG’s Motion for Summary Judgment (“WFG Order”), entered on October 25, 2021, and,  
3 therefore, this Court must reconsider the WFG Order so that it conforms with the Bursey/Medina  
4 Default Judgment. For the following reasons, this Court finds Plaintiff’s argument without merit.

5 This Court “may reconsider a previously decided issue if substantially different evidence  
6 is subsequently introduced or the decision is clearly erroneous.” *Masonry and Tile Contractors*  
7 *Ass’n of Southern Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489  
8 (1997) (citations omitted). Pursuant to NRCP 59(e), a court should grant relief where “(1) the  
9 motion is necessary to correct manifest errors of law or fact upon which the judgment is based;  
10 (2) the moving party presents newly discovered or previously unavailable evidence; (3) the  
11 motion is necessary to prevent manifest injustice; or (4) there is an intervening change in  
12 controlling law.” *See, Turner v. Burlington Northern Santa Fe R.R. Co.*, 338 F.3d 1058, 1063  
13 (9th Cir. 2003); *see also, AA Primo Builders, LLC v. Washington*, 126 Nev. 578, 245 P.3d 1190  
14 (“Among the “basic grounds” for a Rule 59(e) motion are “correct[ing] manifest errors of law or  
15 fact,” “newly discovery or previously unavailable evidence,” the need “to prevent manifest  
16 injustice,” or “change in controlling law.” (citing *Coury v. Robison*, 115 Nev. 84, 124-127, 976  
17 P.2d 518)).

18 Plaintiff’s Motion for Reconsideration recites allegations from his operative amended  
19 complaint at length. But Plaintiff does not argue that reconsideration is warranted to correct a  
20 manifest injustice or that there is an intervening change in controlling law. Plaintiff impliedly  
21 argues, although it is not apparent from the face of his Motion for Reconsideration or Reply in  
22 support thereof, that he has obtained newly discovered facts and that the WFG Order is a manifest  
23 error of law. But as set forth below, these arguments lack merit.

24 *First*, Plaintiff presents this Court with the untimely Declaration of Bursey to support his  
25 allegation that Medina was an employee or agent of WFG. Plaintiff fails to present any argument  
26 as to why this declaration was not obtained during the discovery period and this Court finds that  
27 the declaration is, therefore, not “newly discovered or previously unavailable” to support  
28 reconsideration at this juncture. Plaintiff could and should have obtained this testimony during

1 the discovery period. Even if this Court considered the declaration to be newly discovered  
2 evidence, this Court nonetheless disregards the declaration as inadmissible hearsay which cannot  
3 support reconsideration of summary judgment (NRCp 56(c)) and does not fall within an  
4 exception to hearsay. NRS 51.075 et seq.

5 Moreover, this Court has already considered the admissible evidence in the record from  
6 WFG's Motion for Summary Judgment and concluded as against Plaintiff that Medina is neither  
7 an agent nor an employee of WFG. *See* WFG Order at 3-5. Plaintiff has not presented this Court  
8 with any sufficient legal authorities or admissible evidence to disturb this Court's findings and  
9 conclusions against Plaintiff in the WFG Order.

10 *Second*, the Bursey/Medina Default Judgment cannot defeat the WFG Order. In *LoMastro*  
11 *v. Am. Family Ins. Group (Estate of LoMastro)*, 124 Nev. 1060, 1067 fn. 8, 195 P.3d 339, 344  
12 (2008), the Nevada Supreme Court confirmed that "entry of default against one codefendant who  
13 fails to answer or whose answer is stricken does not preclude an answering defendant from  
14 contesting liability...an admission by [one defendant] of the allegations of the complaint, does  
15 not operate as an admission of such allegations as against a contesting co-defendant."

16 Here, the Bursey/Medina Default Judgment was entered because certain allegations by  
17 Plaintiff in his complaint were deemed admitted via default against those parties only because  
18 they failed to appear and/or participate in the litigation. To the contrary, WFG has actively  
19 participated in the litigation by filing its answer and asserting affirmative defenses, defending  
20 against those same allegations deemed admitted against Bursey/Medina in discovery and  
21 presenting admissible evidence to this Court to refute Plaintiff's allegations. Further, in  
22 considering the evidence presented by WFG at the summary judgment stage to refute Plaintiff's  
23 allegations that Medina was an employee or agent of WFG, this Court found Plaintiff's allegation  
24 of an employee or agency relationship to be without merit and unsupported by the evidence  
25 presented by Plaintiff. Thus, Plaintiff has not presented this Court with any sufficient legal  
26 argument or evidence to support reconsideration of the WFG Order and merely reargues points  
27 previously raised in its Opposition to WFG's Motion for Summary Judgment. Accordingly, this  
28 Court rejects Plaintiff's argument.

1       *Lastly*, Plaintiff argues that Medina is an agent of WFG and that an agency relationship is  
2 “an issue of fact” which requires a trial. However, this Court previously considered and ruled  
3 against this argument proffered by Plaintiff in his Opposition to WFG’s Motion for Summary  
4 Judgment because the admissible evidence in the record and law on point contradicts Plaintiff’s  
5 allegation. Plaintiff failed to establish that Medina is an agent of WFG and, therefore, the Court  
6 held against Plaintiff that there is no agency relationship as a matter of law. *See* Order at 4-5.  
7 Simply because Plaintiff alleges an agency relationship between Medina and WFG does not  
8 automatically award Plaintiff a trial and trump his obligation at the summary judgment stage to  
9 present admissible evidence of a genuine issue of material fact for trial. NRCP 56. Plaintiff does  
10 not set forth any argument or basis for reconsideration other than repeating the same arguments  
11 previously raised. Accordingly, this Court rejects Plaintiff’s argument.

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Based on the foregoing, IT IS HEREBY ORDERED that Plaintiff's Motion for Reconsideration of the WFG Order is DENIED.

**IT IS SO ORDERED.**

Dated this 25th day of January, 2022

  
DISTRICT COURT JUDGE  
A-19-794335-C

Respectfully Submitted by:  
WRIGHT, FINLAY & ZAK, LLP

**D89 8E5 B5C3 8479**  
**Adriana Escobar**  
**District Court Judge**

/s/ Yanxiong Li  
Christina V. Miller, Esq.  
Nevada Bar No. 12448  
Yanxiong Li, Esq.  
Nevada Bar No. 12807  
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Las Vegas, NV 89117  
*Attorneys for Defendant/Crossclaim Defendant,*  
*WFG National Title Insurance Company*

Approved as to form and content by:  
BENJAMIN B. CHILDS, ESQ.

/s/ NO RESPONSE RECEIVED  
Benjamin B. Childs, Esq.  
Nevada Bar No. 3946  
318 S. Maryland Parkway  
Las Vegas, NV 89101  
*Attorneys for Plaintiff*

Approved as to form and content by:  
LAW OFFICES OF JOHN BENEDICT

/s/ John Benedict  
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Las Vegas, NV 89123  
*Attorneys for Defendant ACRY*  
*Development LLC and Precision Assets*  
*Cross-Claimant only*

Approved as to form and content by:  
THE BALL LAW GROUP

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

**Lisa Cox**

---

**From:** Zachary Ball <zball@balllawgroup.com>  
**Sent:** Thursday, January 20, 2022 7:45 AM  
**To:** Michael YanXiong Li  
**Subject:** Re: Dattala v. WFG et al. A-19-794335-C - proposed Order denying Motion for Reconsideration

I have read an approval of the current version. Thank you.

---

**From:** Michael YanXiong Li <yli@wrightlegal.net>  
**Sent:** Wednesday, January 19, 2022 2:28:56 PM  
**To:** Zachary Ball <zball@balllawgroup.com>  
**Subject:** FW: Dattala v. WFG et al. A-19-794335-C - proposed Order denying Motion for Reconsideration

Hi Zach, just writing to see if you have any other changes before we submit. The existing redlines are from Mr. Benedict's office and our office (highlighted in yellow). Please consent for us to apply your e-signature and submit to Judge Escobar's chambers.

Thank you!  
Michael

---

**From:** Michael YanXiong Li  
**Sent:** Tuesday, January 18, 2022 1:56 PM  
**To:** 'John Benedict' <John@benedictlaw.com>  
**Cc:** Christina V. Miller <cmiller@wrightlegal.net>; Lisa Cox <lcox@wrightlegal.net>; Zachary Ball <zball@balllawgroup.com>; 'ben@benchilds.com' <ben@benchilds.com>  
**Subject:** RE: Dattala v. WFG et al. A-19-794335-C - proposed Order denying Motion for Reconsideration

Mr. Benedict,

Mr. Miller asked me to assist her on reviewing this order.

Your changes are fine. But I made minor edits on p.3, ln.5-6 consistent with the prior findings on our MSJ against Plaintiff. Please let us know if the attached is good to submit with your e-sig.

As it has already been two weeks since we circulated the proposed order, and we have yet to receive any proposed changes from Mr. Ball/Mr. Childs, we will submit the attached version to chambers tomorrow.

**Y. Michael Li, Esq.**

Attorney



7785 W. Sahara Ave., Suite 200  
Las Vegas, NV, 89117  
(702) 946-1345 Fax  
(702) 475-7964 Main

[yli@wrightlegal.net](mailto:yli@wrightlegal.net)

**Wright, Finlay & Zak: Your Counsel for**  
**California, Nevada, Arizona, Washington,**

**Lisa Cox**

---

**From:** John Benedict <John@benedictlaw.com>  
**Sent:** Thursday, January 20, 2022 10:08 AM  
**To:** Michael YanXiong Li  
**Cc:** Lisa Cox; Office Admin  
**Subject:** Re: Dattala v. WFG et al. A-19-794335-C - proposed Order denying Motion for Reconsideration  
**Attachments:** Order denying Mtn Reconsider\_YLrev.docx

I have reviewed and you can affix my e-signature to the attached Order with the changes accepted.  
Thank you.

Sincerely,

**John Benedict, Esq.**

Martindale-Hubbell® Preeminent Peer Review Rating™  
with Very High Criteria for General Ethics

Law Offices of John Benedict  
2190 E. Pebble Rd. Suite 260  
Las Vegas, NV 89123  
tel. (702) 333-3770  
fax (702) 361-3685

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---

**From:** Michael YanXiong Li <yli@wrightlegal.net>  
**Sent:** Wednesday, January 19, 2022 2:26 PM  
**To:** John Benedict <John@benedictlaw.com>  
**Cc:** Lisa Cox <lcox@wrightlegal.net>  
**Subject:** FW: Dattala v. WFG et al. A-19-794335-C - proposed Order denying Motion for Reconsideration

Hi Mr. Benedict. Thank you again for the call this morning and the professional courtesy. Wanted to follow up again to see if you have any changes to the attached before we submit the attached. All your edits are acceptable to us. My additional minor edits are highlighted in yellow for your convenience. **Please consent for us to apply your e-signature and submit the attached to Judge Escobar's chambers.**

**Y. Michael Li, Esq.**

Attorney



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Las Vegas, NV, 89117  
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(702) 475-7964 Main

[yli@wrightlegal.net](mailto:yli@wrightlegal.net)

**Wright, Finlay & Zak: Your Counsel for  
California, Nevada, Arizona, Washington,  
Oregon, New Mexico, Utah, Hawaii, Idaho  
and South Dakota**



**NAMWOLF**  
**LAW FIRM MEMBER**

For escalated communications on matters, please  
contact Christina V. Miller, Esq. at  
[cmiller@wrightlegal.net](mailto:cmiller@wrightlegal.net) or (702) 706-1408.

PLEASE BE ADVISED THAT THIS FIRM IS A DEBT  
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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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 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: 1/25/2022

15 Brian Dziminski

brian@dziminskilaw.com

16 John Benedict

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17 DEFAULT ACCOUNT

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21 Dale Kleven

lawdocs@hrlnv.com

22 Brian Dziminski

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23 Angelyn Cayton

Angelyn@benedictlaw.com

24 Hannah Hancock

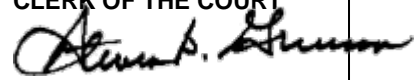
reception@balllawgroup.com

25 Benjamin Childs

ben@benchilds.com

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Office Admin	office.admin@benedictlaw.com
Zachary Ball	zball@balllawgroup.com



**ROLP**  
**LAW OFFICES OF JOHN BENEDICT**  
John Benedict, Esq. (SBN 5581)  
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2190 E. Pebble Road, Suite 260  
Las Vegas, Nevada 89123  
Telephone: (702) 333-3770  
Facsimile: (702) 361-3685  
*Attorneys for Defendant ACRY*  
*Development LLC and for Precision Assets as*  
*Crossclaimant only*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

\*\*\*\*\*

JOHN DATTALA,	)	CASE NO.: A-19-794335-C
	)	DEPT. NO.: 14
Plaintiff,	)	
	)	
vs.	)	
	)	
EUSTACHIUS C. BURSEY and PRECISION	)	
ASSETS, and ACRY DEVELOPMENT LLC	)	
and LILLIAN MEDINA and WFG	)	
NATIONAL TITLE INSURANCE	)	<b>RELEASE OF LIS PENDENS</b>
COMPANY and AVI SEGAL and JOHN	)	
DOES 1 through 5 inclusive and ROE	)	
CORPORATION 1 through X,	)	
	)	
Defendants.	)	
	)	
AND ALL RELATED CLAIMS.	)	
	)	

//

//

1           **NOTICE IS HEREBY GIVEN** that pursuant to the Court's October 22, 2021, Order  
2 granting Precision Assets' Motion to Expunge Lis Pendens, the Notice of Lis Pendens filed on May  
3 7, 2019 with the Court and recorded with the Clark County Recorder's Office on May 7, 2019, as  
4 Instrument No. 201905070001036 as to the real property commonly known as 50 Sacramento  
5 Drive, Las Vegas, Nevada 89110, and more fully described below is hereby RELEASED:

6           MEADOW HOMES UNIT #1 PLAT BOOK 7 PAGE 5 LOT 28 BLOCK Z

7           DATED this 4th day of February 2022.

8                           **LAW OFFICES OF JOHN BENEDICT**

9  
10                           By:    /s/ John Benedict  
11                                   John Benedict, Esq. (SBN 5581)  
12                                   Email: john@benedictlaw.com  
13                                   2190 East Pebble Road, Suite 260  
14                                   Las Vegas, Nevada 89123  
15                                   Telephone: (702) 333-3770  
16                                   Attorneys for Defendant ACRY  
17                                   Development LLC and for Precision Assets as  
18                                   Crossclaimant only  
19  
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1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on the 4th day of February 2022, I served a true and correct copy  
3 of the foregoing **RELEASE OF LIS PENDENS** through electronic service through the Court's  
4 Electronic Filing System to:

5 Benjamin B. Childs, Esq. (SBN 3496)  
6 Email: ben@benchilds.com  
7 218 S. Maryland Parkway  
8 Las Vegas, Nevada 89101  
9 *Attorney for Plaintiff*

10 YanXioing Li, Esq. (SBN 12807)  
11 Christina V. Miller, Esq. (SBN 12448)  
12 WRIGHT, FINLAY & ZAK, LLP  
13 Email: alancaster@wrightlegal.net  
14 7785 W. Sahara Ave., Suite 200  
15 Las Vegas, Nevada 89117  
16 *Attorneys for Defendant/ Counterclaimant/  
Crossdefendant WFG National Title Insurance Company*

17 Joel F. Hansen, Esq. (SBN 1876), and/or Jonathan J. Hansen Esq. (SBN 7002)  
18 HANSEN & HANSEN, LLC  
19 Email: jfhansen@hansenlawyers.com  
20 9030 W. Cheyenne Ave., # 210  
21 Las Vegas, Nevada 89131  
22 *Attorneys for Defendant Lillian Medina*

23 Zachary T. Ball, Esq. (SBN 8364)  
24 THE BALL LAW GROUP  
25 Email: zball@balllawgroup.com  
26 1707 Village Center Circle, Suite 140  
27 Las Vegas, Nevada 89134  
28 *Attorneys for Defendant / Counterclaimant Precision Assets*

Eustachius Bursey  
Email: ebursey87@icloud.com  
1658 Glynn Court  
Detroit, Michigan 48206  
*Defendant In Proper Person*

/s/ Angelyn Cayton

On behalf of the Law Offices of John Benedict

**NEO**

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

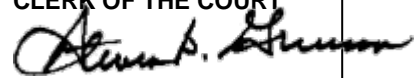
Email: zball@balllawgroup.com

Attorney for *Precision Assets, as*

*Defendant, Counterclaimant and*

*Crossclaimant against Eustachius Bursey*

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2/28/2022 3:45 PM  
Steven D. Grierson  
CLERK OF THE COURT



**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  
DENYING PLAINTIFF'S MOTION  
FOR DECLARATORY RELIEF**

TO: ALL PARTIES and their ATTORNEYS.

PLEASE TAKE NOTICE of the following Order Denying Plaintiff's Motion for  
Declaratory Relief that was entered on the 25<sup>th</sup> day of February, 2022. A copy of said Order is  
attached hereto.

///

///

///

///

Dattala V, Precision Assets  
Docketing Statement Case # 84762  
PAGE 1 OF 3

Page 173 of 216

1 DATED this 28<sup>th</sup> day of February, 2022.

2 THE BALL LAW GROUP

3 /s/ Zachary T. Ball

4 Zachary T. Ball, Esq.

5 Nevada Bar No. 8364

6 1935 Village Center Circle, Suite 120

7 Las Vegas, NV 89134

8 Attorney for *Precision Assets, as*

9 *Defendant, Counterclaimant and*

10 *Crossclaimant against Eustachius Bursey*



**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **Notice of Entry of Order Denying Plaintiff's Motion for Declaratory Relief** was electronically filed with the Eighth Judicial District Court on the 28<sup>th</sup> day of February, 2022. 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:

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Andrew Bao aabao@ww.law

Jamie Soquena jcsouena@ww.law

Joel Hansen efile@hansenlawyers.com

Benjamin Childs ben@benchilds.com

Dale Kleven lawdocs@hrlnv.com

Dale Kleven dale@hrlnv.com

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Angelyn Cayton Angelyn@benedictlaw.com

Office Admin office.admin@benedictlaw.com

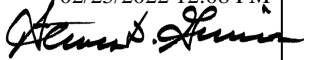
Eustacius Bursey ebusey87@icloud.com

/s/ Hannah Hancock

An Employee of the Ball Law Group  
Dattala V, Precision Assets

Docketing Statement Case # 84762

Page 175 of 216

  
CLERK OF THE COURT

**ORDR**

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.

Case No.: A-19-794335-C

Dept. No.: 14

**ORDER DENYING PLAINTIFF'S  
MOTION FOR DECLARATORY  
RELIEF**

The Motion for Declaratory Relief filed by Plaintiff John Dattala came on for hearing before Department 14 of the Eight Judicial District Court, the Honorable Adriana Escobar presiding, on January 20, 2022. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, this Court issues the following order:

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

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

Dattala V, Precision Assets

Docketing Statement Case # 84762

Page 176 of 216

1 Plaintiff filed suit against Dattala, Precision and others contending that Bursey  
2 committed fraud against Plaintiff concerning the two properties. Precision was named as a  
3 defendant solely because it held title to the properties. Plaintiff did not allege that Precision  
4 committed any misconduct.

5 Precision's Motion for Summary Judgment, Motion to Expunge Lis Pendens and Motion  
6 to Expunge Deed of Trust were heard on September 28, 2021. The Court announced its decision  
7 to grant the motions from the bench during the hearing. Plaintiff filed a Motion for  
8 Reconsideration on October 9, 2021, which was based on the Court's October 8, 2021 grant of  
9 two of Plaintiff's Motions in Limine. The Court ruled that (1) the jury will determine the  
10 genuineness of documents and (2) because Bursey had not filed an answer to Plaintiff's Second  
11 Amended Complaint, Bursey is deemed to have admitted all allegations in the SAC which  
12 concern him. Plaintiff argued that the Court's ruling on his Motions in Limine required the Court  
13 to vacate its grant of Summary Judgment to Precision Assets. He specifically argued that "[t]he  
14 two decisions on Precision Assets' motion for summary judgment and its motion to cancel the  
15 lis pendens are not legally consistent with the decisions on the motions in limine discussed above  
16 for several reasons." The Court denied Plaintiff's Motion for Reconsideration from the bench on  
17 November 16.

18 Plaintiff filed his Motion for Declaratory Relief on October 20, 2021, prior to the hearing  
19 on Plaintiff's Motion for Reconsideration. As he did in his Motion for Reconsideration, Plaintiff  
20 relied on the Court's rulings on his Motions in Limine and the entry of default against defendants  
21 Bursey and Medina. Plaintiff argued that "[t]he authenticity of documents has now been  
22 determined," that the quitclaim deeds from Plaintiff to Bursey were fraudulent, false and/or  
23 forged and as a result "Precision Assets received void deeds from Bursey, because Dattala's deed  
24 to Bursey is void."

## 25 II. STANDARD OF LAW.

26 NRS 30.030 allows the Court to declare rights, status and other legal relations whether  
27 or not further relief is or could be claimed.

1 NRS 30.040 allows any person interested under a deed, written contract or other writing,  
2 whose rights, status or other legal relations are affected by a statute or contract, to have  
3 determined any question of construction or validity arising under the instrument, statute or  
4 contract and to obtain a declaration of rights, status or other legal relations thereunder.

5 NRS 30.050 provides that a contract may be construed before or after there has been a  
6 breach.

7 NRS 30.080 provides that the Court has discretion to not render or enter a declaratory  
8 judgment or decree where such judgment or decree would not terminate the uncertainty or  
9 controversy giving rise to the proceeding.

10 NRS 111.025 provides that every conveyance, charge, instrument or proceeding declared  
11 to be void by the provisions of this chapter, as against purchasers, shall be equally void as against  
12 the heirs, successors, personal representatives or assigns of such purchasers.

13 NRS 111.175 provides that every conveyance of any estate, or interest in lands, or the  
14 rents and profits of lands, and every charge upon lands, or upon the rents and profits thereof,  
15 made and created with the intent to defraud prior or subsequent purchasers for a valuable  
16 consideration of the same lands, rents or profits, as against such purchasers, shall be void.

17 The entry of default against one codefendant who fails to answer or whose answer is  
18 stricken does not preclude an answering defendant from contesting liability. (*LoMastro v. Am.*  
19 *Family Ins. Group*, 124 Nev. 1060, 1067 (2008).) Pursuant to *LoMastro*, the default of one  
20 defendant, although an admission by him of the allegations of the complaint, does not operate as  
21 an admission of such allegations as against a contesting co-defendant. (*Id.* at 1067 fn. 8.)

22 Rule 57 of the Nevada Rules of Civil Procedure provides that the Nevada Rules of Civil  
23 Procedure “govern the procedure for obtaining a declaratory judgment under NRS Chapter 30.”

24 The Nevada Supreme Court holds that “a plaintiff can recover only once for a single  
25 injury even if the plaintiff asserts multiple legal theories.” (*Elyousef v. Ferrario, LLC*, 126 Nev.  
26 441, 444 (2010).)

27 The doctrine of waiver will not allow a plaintiff to obtain inconsistent remedies. (*J.A.*  
28 *Jones Constr. Co. v. Lehrer McGovern Bovis, Inc.*, 120 Nev. 277, 288 (2004).)

**III. FINDINGS OF FACT.**

Burseley has not participated in this action for many months, including failing to file a pretrial memorandum, failing to appear at calendar call and failing to appear for jury selection to begin the trial. Burseley also did not file an answer to Plaintiff's Second Amended Complaint, which was filed and served on January 31, 2021. These factors lead to the Court's ruling that Plaintiff's allegations against Burseley are deemed to be admitted.

Plaintiff has obtained a monetary judgment for compensatory damages against Burseley in the amount of \$355,533.00.

Plaintiff has obtained a monetary judgment for treble damages against Burseley in the amount of \$1,066,599.00.

When granting judgment against Burseley, the Court expressly determined that there was no just reason for delay in entering final judgment in favor of Plaintiff against Burseley.

When granting Precision Assets' Motion for Summary Judgment, the Court determined that the evidence presented by the parties demonstrated that no genuine issues of material fact existed and that Precision was entitled to judgment as a matter of law.

Plaintiff's Motion for Declaratory Relief is based entirely on facts that have been deemed established between himself and defendants Burseley and Lilian Medina.

Plaintiff does not allege that Precision Assets committed any misconduct.

**IV. CONCLUSIONS OF LAW.**

Burseley's sanction from the Court for his failure to participate was a sanction against him solely. The allegations that are deemed admitted as to Burseley are not deemed admitted as to Precision Assets.

Medina's sanction from the Court for her failure to participate was a sanction against her solely. The allegations that are deemed admitted as to Medina are not deemed admitted as to Precision Assets.

The Court has determined that defendant Burseley committed financial fraud against Plaintiff. The allegations of Plaintiff's Second Amended Complaint, taken as a whole, demonstrate that Plaintiff and Burseley entered into an agreement to sell/buy the two properties at

1 issue but that they did not agree to the terms of the transactions. These determinations were made  
2 in the context of a default and have no effect on Plaintiff's claims against Precision Assets.

3 The Court's Order granting Precision Assets' Motion for Summary Judgment was on the  
4 merits and was not made in the context of a default, as was the ruling against Bursey.

5 Plaintiff cannot rely on NRS 111.025 to obtain a judgment or decree of declaratory relief  
6 against Precision Assets because he has not established that, as between Plaintiff and Precision  
7 Assets, the deeds at issue are void. Those findings only bind defendant Bursey.

8 Plaintiff cannot rely on NRS 111.175 to obtain a judgment or decree of declaratory relief  
9 against Precision Assets because he has not established that, as between Plaintiff and Precision  
10 Assets, the deeds are issue are void. Those findings only bind defendant Bursey.

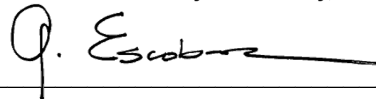
11 Plaintiff, by obtaining a default judgment against defendant Bursey in the amount of  
12 \$1,422,132.00, waived his right to recover the properties at issue from Precision Assets.

13 Plaintiff cannot obtain the relief he seeks through a regular motion but was instead  
14 required to file a motion for partial summary judgment pursuant to Rule 56 of the Nevada Rules  
15 of Civil Procedure.

16 Plaintiff does not meet his burden to obtain a judgment or decree of declaratory relief  
17 against Precision Assets.

18  
19 **IT IS SO ORDERED.**

20 Dated this 25th day of February, 2022

21   
22

23 **929 3F5 EDA6 4DF3**  
24 **Adriana Escobar**  
25 **District Court Judge**

Respectfully Submitted by:

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 and Counterclaimant*

Approved as to Form and Content by:

LAW OFFICES OF JOHN BENEDICT

John Benedict, Esq.

Nevada Bar No. 5581

2190 E Pebble Rd #260,

Las Vegas, Nevada 89123

*Defendant Acry Development, LLC and  
Crossclaimant Precision Assets*

Approved as to Form and Content by:

BENJAMIN B. CHILDS

Benjamin B. Childs, Esq.

Nevada Bar No. 3946

318 S. Maryland Parkway

Las Vegas, Nevada 89101

Attorney for *Plaintiff*

Approved as to Form and Content by:

WRIGHT, FINLAY & ZAK, LLP

Christina V. Miller, Esq., NBN 12448

Yanxiong Li, Esq, NBN 12807

7785 W. Sahara Avenue, Ste. 200

Las Vegas, Nevada 89117

*Attorneys for Defendant/Crossclaim  
Defendant, WFG National Title Insurance  
Company*

**Subject:** Re: Dattala v. Bursey et al (A794335) - Orders Denying  
**Date:** Friday, February 4, 2022 at 2:12:53 PM Pacific Standard Time  
**From:** John Benedict <John@benedictlaw.com>  
**To:** Zachary Ball <zball@balllawgroup.com>, Ben Childs <ben@benchilds.com>, Michael YanXiong Li <yli@wrightlegal.net>  
**CC:** Tyler Dufrene <Tyler@benedictlaw.com>, Office Admin <office.admin@benedictlaw.com>, Hannah Hancock <paralegal@balllawgroup.com>  
**Attachments:** image001.png, Order Denying Motion for Dec Relief\_LOJB\_Redline\_2-4-22 copy.docx, Order Denying Motion for Reconsideration ZB 12-14-21\_LOJB\_Redline-2-4-22.docx

Thanks Zach - with the changes noted in the attached redlines, these two Motions are fine by me to file. You can attach my e-signature once all changes are decided.

Thank you.

Best,

JB

Sincerely,

**John Benedict, Esq.**

Martindale-Hubbell® Preeminent Peer Review Rating™  
with Very High Criteria for General Ethics

Law Offices of John Benedict  
2190 E. Pebble Rd. Suite 260  
Las Vegas, NV 89123  
tel. (702) 333-3770  
fax (702) 361-3685

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**From:** Zachary Ball <zball@balllawgroup.com>  
**Sent:** Wednesday, February 2, 2022 3:16 PM  
**To:** John Benedict <John@benedictlaw.com>; Ben Childs <ben@benchilds.com>; Michael YanXiong Li <yli@wrightlegal.net>  
**Cc:** Tyler Dufrene <Tyler@benedictlaw.com>; Office Admin <office.admin@benedictlaw.com>; Hannah Hancock <paralegal@balllawgroup.com>  
**Subject:** Dattala v. Bursey et al (A794335) - Orders Denying

Counsel –

Attached are:

1. the Order Denying Plaintiff's Motion for Reconsideration from the November 16<sup>th</sup> hearing; Dattala v. Precision Assets

Docketing Statement Case # 84762

Page 182 of 216

Page 1 of 2



and

2. the Order Denying Plaintiff's Motion for Declaratory Relief from the January 20, 2022 hearing.

I have also included Ben's email from last month discussing his objection.

Given the more current order discusses the statutes, I believe that the November 16<sup>th</sup> Order is correct in its current format. Please advise of any changes and/or additions no later than end of day on Monday (5 pm PST on February 6<sup>th</sup>). If you need additional time, please let me know.

Thank you.

Zach



THE BALL LAW GROUP  
1935 Village Center Circle  
Suite 120  
Las Vegas, Nevada 89134  
(702) 303-8600 (phone)  
[zball@balllawgroup.com](mailto:zball@balllawgroup.com)

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**Subject:** RE: Dattala v. Bursey et al (A794335) - Orders Denying  
**Date:** Friday, February 11, 2022 at 1:26:10 PM Pacific Standard Time  
**From:** Michael YanXiong Li <yli@wrightlegal.net>  
**To:** Zachary Ball <zball@balllawgroup.com>  
**Attachments:** image006.gif, image007.jpg, image008.png, image009.png, image010.gif, image011.jpg, image012.png, image013.png

Confirm

**Y. Michael Li, Esq.**

Attorney



7785 W. Sahara Ave., Suite 200

Las Vegas, NV, 89117

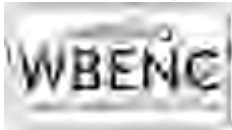
Fax: (702) 946-1345

Off: (702) 637-2235

Cell: (626) 512-5359

[yli@wrightlegal.net](mailto:yli@wrightlegal.net)

**Wright, Finlay & Zak: Your Counsel for  
California, Nevada, Arizona,  
Washington, Oregon, Utah, Hawaii,  
South Dakota, and Texas**



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LAW FIRM MEMBER

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[cmiller@wrightlegal.net](mailto:cmiller@wrightlegal.net) or (702) 706-1408.

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material. Thank You.

**From:** Zachary Ball <zball@balllawgroup.com>

Dattala V, Precision Assets  
Docketing Statement Case # 84762  
Page 184 of 216

Page 1 of 5

**Sent:** Friday, February 11, 2022 9:58 AM  
**To:** Michael YanXiong Li <yli@wrightlegal.net>  
**Subject:** Re: Dattala v. Bursey et al (A794335) - Orders Denying

Hi Michael-

Thanks for your email. Can you please provide written confirmation that we can add your esig and submit?

Thank you.

Zach



**THE BALL LAW GROUP**

1935 Village Center Circle  
Suite 120  
Las Vegas, Nevada 89134  
(702) 303-8600 (phone)  
[zball@balllawgroup.com](mailto:zball@balllawgroup.com)

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**From:** Michael YanXiong Li <yli@wrightlegal.net>  
**Date:** Thursday, February 10, 2022 at 6:00 PM  
**To:** Zachary Ball <zball@balllawgroup.com>  
**Subject:** RE: Dattala v. Bursey et al (A794335) - Orders Denying

No more edits on these orders. Sorry for the wait.

**Y. Michael Li, Esq.**

Attorney



7785 W. Sahara Ave., Suite 200  
Las Vegas, NV, 89117  
Fax: (702) 946-1345  
Off: (702) 637-2235  
Cell: (626) 512-5359

[yli@wrightlegal.net](mailto:yli@wrightlegal.net)

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**Washington, Oregon, Utah, Hawaii,**  
**South Dakota, and Texas**



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**From:** John Benedict <John@benedictlaw.com>  
**Sent:** Friday, February 4, 2022 2:13 PM  
**To:** Zachary Ball <zball@balllawgroup.com>; Ben Childs <ben@benchilds.com>; Michael YanXiong Li  
<yli@wrightlegal.net>  
**Cc:** Tyler Dufrene <Tyler@benedictlaw.com>; Office Admin <office.admin@benedictlaw.com>; Hannah  
Hancock <paralegal@balllawgroup.com>  
**Subject:** Re: Dattala v. Bursey et al (A794335) - Orders Denying

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file. You can attach my e-signature once all changes are decided.

Thank you.

Best,

JB

Sincerely,

**John Benedict, Esq.**

Martindale-Hubbell® Preeminent Peer Review Rating™  
with Very High Criteria for General Ethics

Law Offices of John Benedict  
2190 E. Pebble Rd. Suite 260  
Las Vegas, NV 89123  
tel. (702) 333-3770

Dattala V, Precision Assets  
Docketing Statement Case # 84762

Page 186 of 216

Page 3 of 5

fax (702) 361-3685

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---

**From:** Zachary Ball <[zball@balllawgroup.com](mailto:zball@balllawgroup.com)>

**Sent:** Wednesday, February 2, 2022 3:16 PM

**To:** John Benedict <[John@benedictlaw.com](mailto:John@benedictlaw.com)>; Ben Childs <[ben@benchilds.com](mailto:ben@benchilds.com)>; Michael YanXiong Li <[yli@wrightlegal.net](mailto:yli@wrightlegal.net)>

**Cc:** Tyler Dufrene <[Tyler@benedictlaw.com](mailto:Tyler@benedictlaw.com)>; Office Admin <[office.admin@benedictlaw.com](mailto:office.admin@benedictlaw.com)>; Hannah Hancock <[paralegal@balllawgroup.com](mailto:paralegal@balllawgroup.com)>

**Subject:** Dattala v. Bursey et al (A794335) - Orders Denying

Counsel –

Attached are:

1. the Order Denying Plaintiff's Motion for Reconsideration from the November 16<sup>th</sup> hearing; and
2. the Order Denying Plaintiff's Motion for Declaratory Relief from the January 20, 2022 hearing.

I have also included Ben's email from last month discussing his objection.

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Thank you.

Zach



THE BALL LAW GROUP

1935 Village Center Circle  
Suite 120  
Las Vegas, Nevada 89134  
(702) 303-8600 (phone)  
[zball@balllawgroup.com](mailto:zball@balllawgroup.com)

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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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 Denying Motion was served via the court's electronic eFile  
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 2/25/2022

15 Brian Dziminski

brian@dziminskilaw.com

16 John Benedict

john@benedictlaw.com

17 DEFAULT ACCOUNT

NVefile@wrightlegal.net

18 Lisa Cox

lcox@wrightlegal.net

19 YanXiong Li

yli@wrightlegal.net

20 Jonathan Hansen

efile@hansenlawyers.com

21 Benjamin Childs

ben@benchilds.com

22 Dale Kleven

lawdocs@hrlnv.com

23 Dale Kleven

dale@hrlnv.com

24 Thomas Fronczek

toby@relieflawyersnv.com

25 Dale Kleven

legaldocs@relieflawyersnv.com

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Kim McGowan	kimm@relieflawyersnv.com
Kyle Dziminski	kyle@dziminskilaw.com
Brian Dziminski	brian@dziminskilaw.com
Angelyn Cayton	Angelyn@benedictlaw.com
Office Admin	office.admin@benedictlaw.com
Zachary Ball	zball@balllawgroup.com
Lukasz Wozniak	lwozniak@wrightlegal.net
Hannah Hancock	paralegal@balllawgroup.com



**NEOJ**

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*

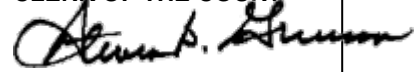
*Crossclaimant against Eustachius Bursey*

Electronically Filed

5/4/2022 4:20 PM

Steven D. Grierson

CLERK OF THE COURT



**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  
DENYING PLAINTIFF'S MOTION  
FOR RECONSIDERATION OF  
PRECISION ASSET'S MOTION FOR  
SUMMARY JUDGMENT AND  
PRECISION ASSET'S MOTION TO  
CANCEL LIS PENDENS**

TO: ALL PARTIES and their ATTORNEYS.

PLEASE TAKE NOTICE of the following Order Denying Plaintiff's Motion for  
Reconsideration of Precision Asset's Motion for Summary Judgment and Precision Asset's  
Motion to Cancel Lis Pendens that was entered on the 04<sup>th</sup> day of May, 2022. A copy of said  
Order is attached hereto.

///

///

///

Dattala V, Precision Assets  
Docketing Statement Case # 84762  
PAGE 1 OF 1

Page 191 of 216

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///

DATED this 04<sup>th</sup> day of May, 2022.

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 Denying Plaintiff's Motion for Reconsideration of Precision Asset's Motion for Summary Judgment and Precision Asset's Motion to Cancel Lis Pendens** was electronically filed with the Eighth Judicial District Court on the 04<sup>th</sup> day of May, 2022. 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

Eservice Irvine wiznet@wolfewyman.com

Evelyn Pastor empastor@ww.law

Andrew Bao aabao@ww.law

Jamie Soquena jcsouena@ww.law

Joel Hansen efile@hansenlawyers.com

Benjamin Childs ben@benchilds.com

Dale Kleven lawdocs@hrlnv.com

Dale Kleven dale@hrlnv.com

John Benedict john@benedictlaw.com

Jacqueline Gaudie [jacqueline@benedictlaw.com](mailto:jacqueline@benedictlaw.com)

Thomas Fronczek toby@relieflawyersnv.com

Dale Kleven legaldocs@relieflawyersnv.com

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Eustacius Bursey ebursey87@icloud.com

Dattala V, Precision Assets

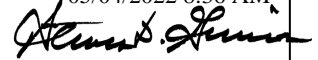
Docketing Statement Case # 84762

Page 193 of 216

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/s/ Hannah Hancock

An Employee of the Ball Law Group

  
CLERK OF THE COURT

**ORDR**

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;

Plaintiff,

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 DENYING PLAINTIFF'S  
MOTION FOR RECONSIDERATION  
OF PRECISION ASSET'S MOTION  
FOR SUMMARY JUDGMENT AND  
PRECISION ASSET'S MOTION TO  
CANCEL LIS PENDENS**

The Motion for Reconsideration filed by Plaintiff John Dattala came on for hearing in the regular course before Department 14 of the Eighth Judicial District Court, the Honorable Adriana Escobar presiding, on November 16, 2021, at 10:00 am. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, this Court issues the following order:

///

///

Dattala V, Precision Assets

Docketing Statement Case # 84762

Page 195 of 216

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

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

Plaintiff filed suit against Dattala, Precision, and others contending that Bursey committed fraud against Plaintiff concerning the two properties. Precision was named as a defendant solely because it held title to the properties. Plaintiff did not allege that Precision committed any misconduct.

Precision's Motion for Summary Judgment, Motion to Expunge Lis Pendens, and Motion to Expunge Deed of Trust were heard on September 28, 2021. The Court announced its decision to grant the motions from the bench during the hearing. Plaintiff filed a Motion for Reconsideration on October 9, 2021, which was based on the Court's October 8, 2021 grant of two of Plaintiff's Motions in Limine. The Court ruled that: (1) the jury will determine the genuineness of documents; and (2) because Bursey had not filed an answer to Plaintiff's Second Amended Complaint, Bursey is deemed to have admitted all allegations in the SAC which concern him. Plaintiff argued that the Court's ruling on his Motions in Limine required the Court to vacate its grant of Summary Judgment to Precision Assets. He specifically argued that "[t]he two decisions on Precision Assets' motion for summary judgment and its motion to cancel the lis pendens are not legally consistent with the decisions on the motions in limine discussed above for several reasons."

**II. STANDARD OF LAW.**

A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous. (*Masonry & Tile Contractors v. Jolley, Urga & Wirth Ass'n*, 113 Nev. 737, 741 (1997).) Pursuant to *Masonry & Tile Contractors*, "[o]nly in very rare instances in which *new issues of fact or law* are raised supporting a ruling contrary to the ruling already reached should a motion for rehearing be granted." (*Id.* [emphasis in original].)

**III. FINDINGS OF FACT.**

Burseley has not participated in this action for many months, including failing to file a pretrial memorandum, failing to appear at calendar call, and failing to appear for jury selection to begin the trial. Bursey also did not file an answer to Plaintiff's Second Amended Complaint, which was filed and served on January 31, 2021. These factors lead to the Court's ruling that Plaintiff's allegations against Bursey are deemed to be admitted.

Plaintiff has obtained a monetary judgment for compensatory damages against Bursey in the amount of \$355,533.00.

Plaintiff has obtained a monetary judgment for treble damages against Bursey in the amount of \$1,066,599.00.

When granting judgment against Bursey, the Court expressly determined that there was no just reason for delay in entering final judgment in favor of Plaintiff against Bursey.

When granting Precision Assets' Motion for Summary Judgment, the Court determined that the evidence presented by the parties demonstrated that no genuine issues of material fact existed and that Precision was entitled to judgment as a matter of law.

Plaintiff's Motion for Reconsideration is based entirely on facts that have been deemed established between himself and defendants Bursey and Lilian Medina.

**IV. CONCLUSIONS OF LAW.**

Burseley's sanction from the Court for his failure to participate was a sanction against him solely. The allegations that are deemed admitted as to Bursey are not deemed admitted as to Precision Assets.

The Court has determined that defendant Bursey committed financial fraud against Plaintiff. The allegations of Plaintiff's Second Amended Complaint, taken as a whole, demonstrate that Plaintiff and Bursey entered into an agreement to sell/buy the two properties at issue but that they did not agree to the terms of the transactions. These determinations were made in the context of a default and have no effect on Plaintiff's claims against Precision Assets.

The Court's Order granting Precision Assets' Motion for Summary Judgment was on the merits and was not made in the context of a default, as was the ruling against Bursey.

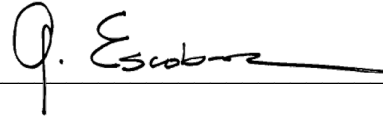
Plaintiff does not meet his burden to obtain reconsideration of the Court's Order granting Precision Assets' Motion for Summary Judgment or Motion to Expunge Lis Pendens.

Plaintiff did not identify or introduce any evidence that is new or substantially different from the evidence that was previously introduced in his failed effort to raise a genuine issue of material fact to defeat Precision Assets' Motion for Summary Judgment or to defeat Precision Assets' Motion to Expunge Lis Pendens.

Plaintiff did not establish that the Court's Order granting Precision Assets' Motion for Summary Judgment or Motion to Expunge Lis Pendens was clearly erroneous.

**IT IS SO ORDERED.**

Dated this 4th day of May, 2022



Respectfully Submitted by:

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*

**308 0F0 E800 1794**  
**Adriana Escobar**  
**District Court Judge**



1 Approved as to Form and Content by:

2 LAW OFFICES OF JOHN BENEDICT

3  
4 \_\_\_\_\_  
5 John Benedict, Esq.  
6 Nevada Bar No. 5581  
7 2190 E Pebble Rd #260,  
8 Las Vegas, Nevada 89123  
9 *Defendant Acry Development, LLC and*  
10 *Crossclaimant Precision Assets*

11 Approved as to Form and Content by:

12 BENJAMIN B. CHILDS

13 \_\_\_\_\_  
14 Benjamin B. Childs, Esq.  
15 Nevada Bar No. 3946  
16 318 S. Maryland Parkway  
17 Las Vegas, Nevada 89101  
18 Attorney for *Plaintiff*

19 Approved as to Form and Content by:

20 WRIGHT, FINLAY & ZAK, LLP

21 \_\_\_\_\_  
22 Christina V. Miller, Esq., NBN 12448  
23 Yanxiong Li, Esq, NBN 12807  
24 7785 W. Sahara Ave., Suite 200  
25 Las Vegas, Nevada 89117  
26 Email: alancaster@wrightlegal.net  
27 Attorney for *WFG National Title Insurance*  
28 *Company*

**Subject:** Re: Dattala v. Bursey et al (A794335) - Orders Denying  
**Date:** Friday, February 4, 2022 at 2:12:53 PM Pacific Standard Time  
**From:** John Benedict <John@benedictlaw.com>  
**To:** Zachary Ball <zball@balllawgroup.com>, Ben Childs <ben@benchilds.com>, Michael YanXiong Li <yli@wrightlegal.net>  
**CC:** Tyler Dufrene <Tyler@benedictlaw.com>, Office Admin <office.admin@benedictlaw.com>, Hannah Hancock <paralegal@balllawgroup.com>  
**Attachments:** image001.png, Order Denying Motion for Dec Relief\_LOJB\_Redline\_2-4-22 copy.docx, Order Denying Motion for Reconsideration ZB 12-14-21\_LOJB\_Redline-2-4-22.docx

Thanks Zach - with the changes noted in the attached redlines, these two Motions are fine by me to file. You can attach my e-signature once all changes are decided.

Thank you.

Best,

JB

Sincerely,

**John Benedict, Esq.**

Martindale-Hubbell® Preeminent Peer Review Rating™  
with Very High Criteria for General Ethics

Law Offices of John Benedict  
2190 E. Pebble Rd. Suite 260  
Las Vegas, NV 89123  
tel. (702) 333-3770  
fax (702) 361-3685

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**From:** Zachary Ball <zball@balllawgroup.com>  
**Sent:** Wednesday, February 2, 2022 3:16 PM  
**To:** John Benedict <John@benedictlaw.com>; Ben Childs <ben@benchilds.com>; Michael YanXiong Li <yli@wrightlegal.net>  
**Cc:** Tyler Dufrene <Tyler@benedictlaw.com>; Office Admin <office.admin@benedictlaw.com>; Hannah Hancock <paralegal@balllawgroup.com>  
**Subject:** Dattala v. Bursey et al (A794335) - Orders Denying

Counsel –

Attached are:

1. the Order Denying Plaintiff's Motion for Reconsideration from the November 16<sup>th</sup> hearing;  
Dattala v. Precision Assets

Docketing Statement Case # 84762

Page 200 of 216

Page 1 of 2

and

2. the Order Denying Plaintiff's Motion for Declaratory Relief from the January 20, 2022 hearing.

I have also included Ben's email from last month discussing his objection.

Given the more current order discusses the statutes, I believe that the November 16<sup>th</sup> Order is correct in its current format. Please advise of any changes and/or additions no later than end of day on Monday (5 pm PST on February 6<sup>th</sup>). If you need additional time, please let me know.

Thank you.

Zach



THE BALL LAW GROUP  
1935 Village Center Circle  
Suite 120  
Las Vegas, Nevada 89134  
(702) 303-8600 (phone)  
[zball@balllawgroup.com](mailto:zball@balllawgroup.com)

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**Subject:** RE: Dattala v. Bursey et al (A794335) - Orders Denying  
**Date:** Friday, February 11, 2022 at 1:26:10 PM Pacific Standard Time  
**From:** Michael YanXiong Li <yli@wrightlegal.net>  
**To:** Zachary Ball <zball@balllawgroup.com>  
**Attachments:** image006.gif, image007.jpg, image008.png, image009.png, image010.gif, image011.jpg, image012.png, image013.png

Confirm

**Y. Michael Li, Esq.**

Attorney



7785 W. Sahara Ave., Suite 200

Las Vegas, NV, 89117

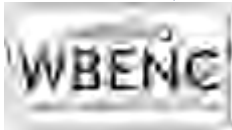
Fax: (702) 946-1345

Off: (702) 637-2235

Cell: (626) 512-5359

[yli@wrightlegal.net](mailto:yli@wrightlegal.net)

**Wright, Finlay & Zak: Your Counsel for  
California, Nevada, Arizona,  
Washington, Oregon, Utah, Hawaii,  
South Dakota, and Texas**



**NAMWOLF**  
LAW FIRM MEMBER

For escalated communications on matters,  
please contact Christina V. Miller, Esq. at  
[cmiller@wrightlegal.net](mailto:cmiller@wrightlegal.net) or (702) 706-1408.

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**From:** Zachary Ball <zball@balllawgroup.com>

Dattala V, Precision Assets  
Docketing Statement Case # 84762  
Page 202 of 216

Page 1 of 5

**Sent:** Friday, February 11, 2022 9:58 AM  
**To:** Michael YanXiong Li <yli@wrightlegal.net>  
**Subject:** Re: Dattala v. Bursey et al (A794335) - Orders Denying

Hi Michael-

Thanks for your email. Can you please provide written confirmation that we can add your esig and submit?

Thank you.

Zach



**THE BALL LAW GROUP**

1935 Village Center Circle  
Suite 120  
Las Vegas, Nevada 89134  
(702) 303-8600 (phone)  
[zball@balllawgroup.com](mailto:zball@balllawgroup.com)

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**From:** Michael YanXiong Li <yli@wrightlegal.net>  
**Date:** Thursday, February 10, 2022 at 6:00 PM  
**To:** Zachary Ball <zball@balllawgroup.com>  
**Subject:** RE: Dattala v. Bursey et al (A794335) - Orders Denying

No more edits on these orders. Sorry for the wait.

**Y. Michael Li, Esq.**

Attorney



7785 W. Sahara Ave., Suite 200  
Las Vegas, NV, 89117  
Fax: (702) 946-1345  
Off: (702) 637-2235  
Cell: (626) 512-5359

[yli@wrightlegal.net](mailto:yli@wrightlegal.net)

**Wright, Finlay & Zak: Your Counsel for**  
**California, Nevada, Arizona,**  
**Washington, Oregon, Utah, Hawaii,**  
**South Dakota, and Texas**



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**From:** John Benedict <John@benedictlaw.com>  
**Sent:** Friday, February 4, 2022 2:13 PM  
**To:** Zachary Ball <zball@balllawgroup.com>; Ben Childs <ben@benchilds.com>; Michael YanXiong Li  
<yli@wrightlegal.net>  
**Cc:** Tyler Dufrene <Tyler@benedictlaw.com>; Office Admin <office.admin@benedictlaw.com>; Hannah  
Hancock <paralegal@balllawgroup.com>  
**Subject:** Re: Dattala v. Bursey et al (A794335) - Orders Denying

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file. You can attach my e-signature once all changes are decided.

Thank you.

Best,

JB

Sincerely,

**John Benedict, Esq.**

Martindale-Hubbell® Preeminent Peer Review Rating™  
with Very High Criteria for General Ethics

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Las Vegas, NV 89123  
tel. (702) 333-3770

Dattala V, Precision Assets  
Docketing Statement Case # 84762  
Page 204 of 216

fax (702) 361-3685

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**From:** Zachary Ball <[zball@balllawgroup.com](mailto:zball@balllawgroup.com)>

**Sent:** Wednesday, February 2, 2022 3:16 PM

**To:** John Benedict <[John@benedictlaw.com](mailto:John@benedictlaw.com)>; Ben Childs <[ben@benchilds.com](mailto:ben@benchilds.com)>; Michael YanXiong Li <[yli@wrightlegal.net](mailto:yli@wrightlegal.net)>

**Cc:** Tyler Dufrene <[Tyler@benedictlaw.com](mailto:Tyler@benedictlaw.com)>; Office Admin <[office.admin@benedictlaw.com](mailto:office.admin@benedictlaw.com)>; Hannah Hancock <[paralegal@balllawgroup.com](mailto:paralegal@balllawgroup.com)>

**Subject:** Dattala v. Bursey et al (A794335) - Orders Denying

Counsel –

Attached are:

1. the Order Denying Plaintiff's Motion for Reconsideration from the November 16<sup>th</sup> hearing; and
2. the Order Denying Plaintiff's Motion for Declaratory Relief from the January 20, 2022 hearing.

I have also included Ben's email from last month discussing his objection.

Given the more current order discusses the statutes, I believe that the November 16<sup>th</sup> Order is correct in its current format. Please advise of any changes and/or additions no later than end of day on Monday (5 pm PST on February 6<sup>th</sup>). If you need additional time, please let me know.

Thank you.

Zach



THE BALL LAW GROUP

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Suite 120  
Las Vegas, Nevada 89134  
(702) 303-8600 (phone)  
[zball@balllawgroup.com](mailto:zball@balllawgroup.com)

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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

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 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: 5/4/2022

15 Brian Dziminski

brian@dziminskilaw.com

16 John Benedict

john@benedictlaw.com

17 DEFAULT ACCOUNT

NVefile@wrightlegal.net

18 Lisa Cox

lcox@wrightlegal.net

19 YanXiong Li

yli@wrightlegal.net

20 Jonathan Hansen

efile@hansenlawyers.com

21 Benjamin Childs

ben@benchilds.com

22 Dale Kleven

lawdocs@hrlnv.com

23 Dale Kleven

dale@hrlnv.com

24 Thomas Fronczek

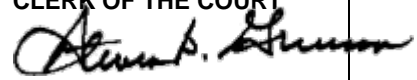
toby@relieflawyersnv.com

25 Dale Kleven

legaldocs@relieflawyersnv.com

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Kyle Dziminski	kyle@dziminskilaw.com
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Angelyn Cayton	Angelyn@benedictlaw.com
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Zachary Ball	zball@balllawgroup.com
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Hannah Hancock	paralegal@balllawgroup.com



1 **NTSO**  
2 **WRIGHT, FINLAY & ZAK, LLP**  
3 **Lukasz I. Wozniak, Esq.**  
4 **Nevada Bar No. 12139**  
5 **Yanxiong Li, Esq.**  
6 **Nevada Bar No. 12807**  
7 **7785 W. Sahara Ave., Suite 200**  
8 **Las Vegas, NV 89117**  
9 **(702) 475-7964; Fax: (702) 946-1345**  
10 **[lwozniak@wrightlegal.net](mailto:lwozniak@wrightlegal.net)**  
11 **[yli@wrightlegal.net](mailto:yli@wrightlegal.net)**  
12 ***Attorneys for Crossclaim Defendant,***  
13 ***WFG National Title Insurance Company***

9  
10  
11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

11 **JOHN DATTALA,**  
12  
13 **Plaintiff,**  
14 **v.**

Case No.: A-19-794335-C  
Dept. No.: XIV

**NOTICE OF ENTRY OF STIPULATION  
AND ORDER**

15 **EUSTACHIUS C. BURSEY and PRECISION**  
16 **ASSETS LLC, and ACRY DEVELOPMENT**  
17 **LLC and LILLIAN MEDINA and WFG**  
18 **NATIONAL TITLE INSURANCE COMPANY**  
19 **and BONITA SPENCER and JOHN DOES 1**  
20 **through 5 inclusive and ROE CORPORATIONS**  
21 **I through X,**

19 **Defendants,**

20  
21 **AND RELATED CLAIMS.**  
22

23 **///**

25 **///**

27 **///**

1 PLEASE TAKE NOTICE that a **STIPULATION AND ORDER FOR DISMISSAL,**  
2 **WITH PREJUDICE, PRECISION'S CROSSCLAIM (ONLY) AGAINST WFG**  
3 **(DocID114)** was entered in the above-entitled Court on the 10<sup>th</sup> day of May, 2022. A copy of  
4 which is attached hereto.

5 DATED this 11th day of May, 2022.

6 WRIGHT, FINLAY & ZAK, LLP

7 /s/ Yanciong Li, Esq.

8 Lukasz I. Wozniak, Esq.

9 Nevada Bar No. 12139

10 Yanxiong Li, Esq.

11 Nevada Bar No. 12807

12 7785 W. Sahara Ave., Suite 200

13 Las Vegas, NV 89117

14 *Attorneys for Defendant/Crossclaim Defendant,*

15 *WFG National Title Insurance Company*

16 **CERTIFICATE OF SERVICE**

17 Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK,  
18 LLP, and that on this 11th day of May, 2022, I did cause a true copy of **NOTICE OF ENTRY**  
19 **OF STIPULATION AND ORDER** to be e-filed and e-served through the Eighth Judicial  
20 District EFP system pursuant to NEFR 9 and/or by depositing a true copy of same in the United  
21 States Mail, at Las Vegas, Nevada, addressed as follows:

22 Benjamin B. Childs [ben@benchilds.com](mailto:ben@benchilds.com)

23 Eustacius Cornelius Bursey [ebursey87@icloud.com](mailto:ebursey87@icloud.com)

24 Office Admin [office.admin@benedictlaw.com](mailto:office.admin@benedictlaw.com)

25 John Benedict [john@benedictlaw.com](mailto:john@benedictlaw.com)

26 Angelyn Cayton [Angelyn@benedictlaw.com](mailto:Angelyn@benedictlaw.com)

27 Brian Dziminski [brian@dziminskilaw.com](mailto:brian@dziminskilaw.com)

28 Kyle Dziminski [kyle@dziminskilaw.com](mailto:kyle@dziminskilaw.com)

Jacqueline Gaudie [Jacqueline@benedictlaw.com](mailto:Jacqueline@benedictlaw.com)

Joel F Hansen [efile@hansenlawyers.com](mailto:efile@hansenlawyers.com)

Zachary Ball [zball@balllawgroup.com](mailto:zball@balllawgroup.com)

/s/ Lisa Cox

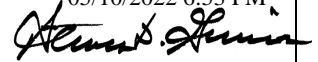
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Dattala V, Precision Assets

Docketing Statement Case # 84762

Page 2 of 2

Page 210 of 216

  
CLERK OF THE COURT

1 **SAO**

2 **WRIGHT, FINLAY & ZAK, LLP**

3 **Lukasz I. Wozniak, Esq.**

4 **Nevada Bar No. 12139**

5 **Yanxiong Li, Esq.**

6 **Nevada Bar No. 12807**

7 **7785 W. Sahara Ave., Suite 200**

8 **Las Vegas, NV 89117**

9 **(702) 475-7964; Fax: (702) 946-1345**

10 **[lwozniak@wrightlegal.net](mailto:lwozniak@wrightlegal.net)**

11 **[yli@wrightlegal.net](mailto:yli@wrightlegal.net)**

12 ***Attorneys for Crossclaim Defendant,***

13 ***WFG National Title Insurance Company***

14 **DISTRICT COURT**  
15 **CLARK COUNTY, NEVADA**

16 **JOHN DATTALA;**

17 **Plaintiffs,**

18 **vs.**

19 **EUSTACHIUS C. BURSEY and PRECISION**  
20 **ASSETS LLC, and ACRY DEVELOPMENT**  
21 **LLC and LILLIAN MEDINA and WFG**  
22 **NATIONAL TITLE INSURANCE**  
23 **COMPANY and BONITA SPENCER and**  
24 **JOHN DOES 1 through 5 inclusive and ROE**  
25 **CORPORATIONS I through X,**

26 **Defendants.**

27 **AND RELATED CLAIMS.**

Case No.: A-19-794335-C

Dept. No.: XIV

**STIPULATION AND ORDER FOR  
DISMISSAL, WITH PREJUDICE,  
PRECISION'S CROSSCLAIM (ONLY)  
AGAINST WFG (DocID114)**

28 Crossclaimant, Precision Assets ("Precision") and Crossclaim Defendant WFG National Title Insurance Company ("WFG"), by and through their respective undersigned counsel, hereby stipulate as follows:

**WHEREAS:**

1. On or about November 5, 2020, Precision filed a Crossclaim (the "Crossclaim") against WFG in this action.
2. Precision and WFG have now come to a resolution regarding the Crossclaim only.

**Dattala V, Precision Assets**  
**Docketing Statement Case # 84762**  
Page 1 of 3

Page 211 of 216

3. As part of the Parties' resolution, they have executed a settlement agreement (the "Settlement Agreement") under which Precision agrees to dismiss, with prejudice, the Crossclaim against WFG for an agreed-upon consideration, with the Court retaining jurisdiction solely to enforce the Settlement Agreement.

4. Precision and WFG further agree that they will each bear their own attorney's fees and costs incurred in this litigation and related settlement.

**IT IS HEREBY STIPULATED AND AGREED** that the Crossclaim by Precision against WFG shall be dismissed with prejudice, except the Court shall retain jurisdiction solely to enforce the Settlement Agreement.

**IT IS FURTHER STIPULATED AND AGREED** that each party shall bear its own attorney's fees and costs incurred in this litigation and settlement.

**IT IS SO STIPULATED.**

Dated this 10th day of May 2022.

WRIGHT, FINLAY & ZAK, LLP

/s/ Yanxiong Li, Esq.

Lukasz I. Wozniak, Esq.

Nevada Bar No. 12139

Yanxiong Li, Esq.

Nevada Bar No. 12807

7785 W. Sahara Ave., Suite 200

Las Vegas, NV 89117

Attorneys for Crossclaim Defendant,

WFG National Title Insurance Company

Dated this 10th day of May 2022.

LAW OFFICES OF JOHN BENEDICT

/s/ John Benedict, Esq.

John Benedict, Esq.

Nevada Bar No. 5581

2190 E. Pebble Rd. Suite 260

Las Vegas, NV 89123

Attorneys for Crossclaimant

Precision Assets

//

//

**ORDER**

A-19-794335-C

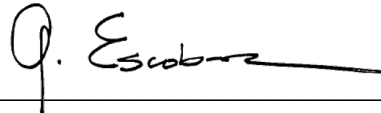
Based upon the foregoing Stipulation by and between WFG and Precision, and good cause appearing,

**IT IS HEREBY ORDERED** that the Crossclaim by Precision against WFG shall be dismissed with prejudice, except the Court shall retain jurisdiction solely to enforce the Settlement Agreement.

**IT IS FURTHER ORDERED** that each party shall bear its own attorney's fees and costs incurred in this litigation and settlement.

**IT IS SO ORDERED.**

Dated this 10th day of May, 2022



**448 F03 EA81 D2FC  
Adriana Escobar  
District Court Judge**

Respectfully submitted,

**WRIGHT FINLAY & ZAK, LLP**

/s/ Yanxiong Li, Esq.

Yanxiong Li, Esq. (NV Bar No. 12807)  
DATED this 10th day of May 2022.

**Lisa Cox**

---

**From:** John Benedict <John@benedictlaw.com>  
**Sent:** Tuesday, May 10, 2022 1:31 PM  
**To:** Michael YanXiong Li  
**Cc:** Lisa Cox  
**Subject:** Re: 606-2020620 / WFG adv. Precision Assets / draft settlement documents

yes

Sincerely,  
John Benedict, Esq.

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**From:** Michael YanXiong Li  
**Sent:** Tuesday, May 10, 2022 1:30 PM  
**To:** John Benedict  
**Cc:** Lisa Cox  
**Subject:** RE: 606-2020620 / WFG adv. Precision Assets / draft settlement documents  
Is it otherwise good to submit? We'll make the change re: dates.

**Y. Michael Li, Esq.**

Attorney



7785 W. Sahara Ave., Suite 200  
Las Vegas, NV, 89117  
Fax: (702) 946-1345  
Off: (702) 637-2235  
Cell: (626) 512-5359  
[yli@wrightlegal.net](mailto:yli@wrightlegal.net)

**Wright, Finlay & Zak: Your Counsel for**  
**California, Nevada, Arizona, Washington,**  
**Oregon, Utah, Hawaii, South Dakota,**  
**Texas, and New Mexico**



For escalated communications on matters,  
please contact Christina V. Miller, Esq. at  
[cmiller@wrightlegal.net](mailto:cmiller@wrightlegal.net) or (702) 706-1408.  
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**From:** John Benedict

**Sent:** Tuesday, May 10, 2022 1:29 PM

**To:** Michael YanXiong Li

**Subject:** Re: 606-2020620 / WFG adv. Precision Assets / draft settlement documents

It still says March throughout - please global change to May - I'd do it but I'm on a call.

Sincerely,

John Benedict, Esq.

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---

**From:** Michael YanXiong Li <[yli@wrightlegal.net](mailto:yli@wrightlegal.net)>

**Sent:** Tuesday, May 10, 2022 1:18 PM

**To:** John Benedict <[John@benedictlaw.com](mailto:John@benedictlaw.com)>

**Cc:** Savelt <[Savelt@wrightlegal.net](mailto:Savelt@wrightlegal.net)>; Office Admin <[office.admin@benedictlaw.com](mailto:office.admin@benedictlaw.com)>; Lisa Cox <[lcx@wrightlegal.net](mailto:lcx@wrightlegal.net)>

**Subject:** RE: 606-2020620 / WFG adv. Precision Assets / draft settlement documents

See attached. Please approve us to submit with your e-signature.

**Y. Michael Li, Esq.**

Attorney



7785 W. Sahara Ave., Suite 200

Las Vegas, NV, 89117

Fax: (702) 946-1345

Off: (702) 637-2235

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Dattala V, Precision Assets

2 Docketing Statement Case # 84762

Page 215 of 216

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 John Dattala, Plaintiff(s)

CASE NO: A-19-794335-C

7 vs.

DEPT. NO. Department 14

8 Eustachius Bursey, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Stipulation and Order was served via the court's electronic eFile system  
13 to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 5/10/2022

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brian@dziminskilaw.com

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