CASE NO. 84762

IN THE SUPREME COURT OF THE STATE OF NEVADA

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Elizabeth A. Brown
Clerk of Supreme Court

JOHN DATTALA

Appellant

vs.

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

Respondents

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Appeal from the Eighth Judicial District Court, Clark County, Nevada

District Court Case # A-19-794335-C

The Honorable District Court Judge Adriana Escobar

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Docket 84762 Document 2022-26053

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filed 9/21/2021 1403 - 1409
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Service of Process - WFG file 7/30/2019 60 - 62
Stipulation and Order Removing Spencer as a party filed 8/26/2020 142 - 146

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VOLUME 8
Stipulation and Order to Dismiss - WFG and Precision Assets [with Notice of Entry] filed 5/11/2022 1878 - 1886

VOLUME 7
Supplement to Dattala's Motion for Reconsideration filed 10/18/2021 1557 - 1596

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Transcript of 9/28/2021 hearing 1894 - 1987
Transcript of 11/16/2021 hearing 1988 - 2005
Transcript of 12/16/2021 hearing 2006 - 2020
Transcript of 1/20/2022 hearing 2021 - 2046

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Steven D. Grierson
CLERK OF THE COURT

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Attorney for Plaintiff

CASE NO: A-19-794335-C
Department 14

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA Plaintiff vs. EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, a Nevada Limited Liability Company and ACRY DEVELOPMENT LLC, [not licensed or domesticated in Nevada as a foreign entity], and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X Defendant ==========	Case # Dept # COMPLAINT Arbitration Exemption : Equitable Relief Affecting Title to Real Property

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

PLAINTIFF'S ALLEGATIONS OF FACT

A. IDENTITY AND RESIDENCES OF THE PARTIES

1. Plaintiff JOHN DATTALA is, and at all relevant times was, a resident of Clark County, Nevada.
2. Defendant PRECISION ASSETS, LLC [Precision] is, and at all relevant times was, a Nevada Limited Liability Company doing business in Clark County, Nevada.
3. Defendant EUSTACHIUS C. BURSEY [Bursey] is, and at all relevant times

was, a resident of Las Vegas, Clark County, Nevada.

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

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

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

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

B. TRANSACTIONS RESULTING IN THIS LAWSUIT

7. Prior meeting Burey, Plaintiff owned the following parcels of real property described below.

a. 50 Sacramento Dr Las Vegas, NV 89110 was his residence since 92

[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 2nd Amended as shown in PLAT BOOK 9 PAGE 63 in the Clark County Recorder's Office.
APN 140-31-810-025

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

8. Without an escrow or title insurance, Bursey obtained Quitclaim Deeds for the Subject Properties as set forth below.

a. For the 50 Sacramento Property, Quitclaim Deed recorded April 8, 2019, purportedly for $73,540.

b. For the 59 Sacramento Property, Quitclaim Deed recorded April 22, 2019, purportedly for $79,091.

c. For the Colusa Property, Quitclaim Deed recorded April 22, 2019, purportedly for $77,691.

9. Plaintiff was tricked and defrauded into signing the quitclaim deeds to Bursey and Plaintiff received only a total payment of $20,000 from Bursey,

when he should have received $230,322 based on the Declaration of Value forms executed by Bursey on the recordation of the Quitclaim Deeds.

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

11. As to the 50 Sacramento Property, Precision encumbered the title to this property with a deed of trust to Acry recorded April 18, 2019.

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

13. As of the morning of May 7, 2019, Bursey still has title to the Colusa Property.

14. Between April 5, 2019 and April 19, 2019 Bursey obtained Plaintiff's signatures on the three deeds described in paragraph 8 above through deception by knowingly making false statements to Plaintiff that Bursey would pay Plaintiff $230,322 for the Subject Properties. Bursey did not pay Plaintiff $230,322.

15. Plaintiff seeks to impose a constructive trust on the proceeds of the sales to Bursey and on title to the Subject Properties based on Bursey obtaining the Quitclaim Deeds from Plaintiff by fraud.

16. Bursey and Precision engaged in concerted action engaged intended to accomplish an unlawful objective for the purpose of harming Plaintiff.

17. Plaintiff seeks to impose a constructive trust on the proceeds of any consideration advanced by Acry to either Precision or Bursey and to impose a contructive trust on the proceeds of any consideration advanced by Precision to Bursey.

FIRST CAUSE OF ACTION : QUIET TITLE

18. Plaintiff incorporates all previous paragraphs as though fully set forth herein.

19. Plaintiff prays that title to the Subject Properties be quieted to memorialize Plaintiff's interest and to set aside and declare the Quitclaim Deeds described in Paragraph 8 as null and void, and memorialize that Plaintiff owns the Subject Properties described in Paragraph 7 subject to no claim by Bursey, Precision or Acry

SECOND CAUSE OF ACTION : DECLARATORY RELIEF

20. Plaintiff incorporates all previous paragraphs as though fully set forth herein.

21. Plaintiff prays that the Court issue an order specifically stating Plaintiff's interest in the Subject Property, pursuant to NRS 30.040 and NRS 40.010.

22. Plaintiff desires a judicial determination of his current ownership rights to the Subject Properties as set forth above.

23. A judicial declaration is necessary and appropriate at this time under the circumstances in order for Plaintiff to protect and enforce his interests in the Subject Property.

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

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

25.

a. For the 50 Sacramento Property and the Quitclaim Deed recorded April 8, 2019, Bursey or his "representative" stated on a Declaration of Value Form signed under penalty of perjury that the "Total Value/Sale Price" was $73,540.

b. For the 59 Sacramento Property and the Quitclaim Deed recorded April 22, 2019, Bursey himself stated on a Declaration of Value Form signed under penalty of perjury that the "Total Value/Sale Price" was $79,091.

c. For the Colusa Property and the Quitclaim Deed recorded April 22, 2019, Bursey himself stated on a Declaration of Value Form signed under penalty of perjury that the "Total Value/Sale Price" was $77,691.

26. When Bursey transferred his interest in the 50 Sacramento Property on

April 15, 2019, it was:

(a) With actual intent to hinder, delay or defraud Plaintiff; or

(b) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, and Bursey :

(1) Was engaged or was about to engage in a business or a transaction for which Bursey's remaining assets were unreasonably small in relation to the business or transaction; or

(2) Intended to incur, or believed or reasonably should have believed that would incur, debts beyond his ability to pay as they became due.

27. When Bursey transferred his interest in the 59 Sacramento Property on May 2, 2019, it was:

(a) With actual intent to hinder, delay or defraud Plaintiff; or

(b) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, and Bursey :

(1) Was engaged or was about to engage in a business or a transaction for which Bursey's remaining assets were unreasonably small in relation to the business or transaction; or

(2) Intended to incur, or believed or reasonably should have believed that would incur, debts beyond his ability to pay as they became due.

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

///

FOURTH CAUSE OF ACTION : FRAUDULENT CONVEYANCE

[As to Precision]

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

30. Precision signed a Deed of Trust in favor of Acry which was recorded on April 18, 2019.

31. When Precision signed the April 18, 2019 Deed of Trust encumbering title to the 50 Sacramento Property, it was :

(a) With actual intent to hinder, delay or defraud Plaintiff; or

(b) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, and Precision :

(1) Was engaged or was about to engage in a business or a transaction for which his remaining assets were unreasonably small in relation to the business or transaction; or

(2) Intended to incur, or believed or reasonably should have believed that would incur, debts beyond its ability to pay as they became due.

32. Plaintiff suffered damages as a result of Precision's actions.

SIXTH CAUSE OF ACTION : CIVIL CONSPIRACY

[As to all Defendants]

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

34. Acry was required to be licensed as a mortgage banker by NRS Chapter 645E to make the loan secured by the April 18, 2019 Deed of Trust.

35. Acrys was not, and is not, licensed as a mortgage banker.

36. The transaction memorialized by the April 18, 2019 Deed of Trust is evidence of the concert of action between Precision and Acry.

37. Bursey further engaged in concerted action with Precision to obtain Plaintiff's Subject Properties as described above.

38.. The concerted action engaged in by Bursey, Precision and Acry was intended to accomplish an unlawful objective for the purpose of harming another.

39. Plaintiff was damaged by the act or acts of Bursey, Precision and Acry and Plaintiff has suffered and will suffer general and consequential damages in excess of ten thousand dollars ($15,000), exclusive of costs and interest, in an amount to be determined according to proof adduced at trial.

40. 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.

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SEVENTH CAUSE OF ACTION - COMMON LAW FRAUD

[As to Bursey]

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

42. Defendant Bursey made misrepresentations of material fact regarding the Subject Properties, as set forth above.

43. Defendant Bursey had knowledge of the misrepresentations of material fact regarding the Subject Properties to Plaintiff, as set forth above.

44. Defendant Bursey intended to defraud Plaintiff.

45. Plaintiff reasonably relied on the misrepresentations of material fact regarding the Subject Properties made by Bursey.

46. Due to the the misrepresentations of material fact regarding the Subject Properties made by Bursey set forth above prior to the sale to Plaintiff, 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.

47. It has been necessary for Plaintiff to retain the services of an attorney and to incur other court costs to prosecute this action. Defendants Investpro and Nickrandt and Lin should be required to pay attorneys' fees and costs incurred by Plaintiff in this action.

EIGHTH CAUSE OF ACTION - FRAUDULENT INDUCEMENT

[As to Bursey]

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

49. Bursey made misrepresentations of material fact regarding the Subject Properties, as set forth above.

50. Bursey's actions constitute Fraudulent Inducement because :

(1) A false representation was made to Plaintiff as set forth above;

(2) Bursey had knowledge or belief that, as set forth above, the representations were false or they had knowledge that they had insufficient basis for making the representation;

(3) Bursey intended to induce Plaintiff to sign the Quitclaim Deeds described in Paragraph 8 above;

(4) Plaintiff justifiably relied upon the misrepresentation of Bursey; and

(5) Plaintiff has suffered damages resulting from such reliance.

51. Plaintiff has been damaged as a result of Bursey's fraudulent inducement.

52. Due to the the misrepresentations of material fact regarding the Subject Properties made by Bursey set forth above prior to the sale to Plaintiff, 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.

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

WHEREFORE, PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS:

1. That Plaintiff's ownership and rights, including possessory rights to each of the Subject Properties, be adjudicated as between him and Defendants Bursey, Precision and Acry;
2. For damages caused by Bursey, which damages exceed $15,000, subject to proof at trial;
3. For damages caused by Precision, which damages exceed $15,000, subject to proof at trial;
4. For damages caused by Acry, which damages exceed $15,000, subject to proof at trial;
5. Pursuant to NRS 112.210, Plaintiff seeks judgment against Bursey Casa as to the Colusa Property for :

(a) Avoidance of the transfer or obligation to the extent necessary to satisfy her 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.

6. Pursuant to NRS 112.210, Plaintiff seeks judgment against Precision as to the 50 Sacramento Property and the 59 Sacramento Property for :

(a) Avoidance of the transfer or obligation to the extent necessary to satisfy her 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.

7. For damages caused by Kearns, which damages exceed $15,000, subject to proof at trial;

8. For damages caused by Bursey and Precision, jointly and severally, which damages exceed $15,000, subject to proof at trial;

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

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

/s/ Benjamin B. Childs

BENJAMIN B. CHILDS
NEVADA BAR # 3946
Attorney for Plaintiff

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05/10/2019
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ANS

EUSTACHIUS C BURSEY
(NAME)
3955 E CHARLESTON BLVD #143
(ADDRESS)
LAS VEGAS, NV, 89104
(CITY, STATE, ZIP)
702-559-7956
(TELEPHONE)
Defendant *Pro Se*

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff,

vs.

EUSTACHIUS C BURSEY

Defendant.

Case No.: A-19-794335-C
Dept. No.: 14

ANSWER

Defendant(s), EUSTACHIUS C BURSEY, *Pro Se*, hereby submits this Answer to the Complaint on file herein, and alleges and avers as follows:

1. Answering paragraph(s) _____ of Plaintiff's Complaint, Defendant(s) ADMITS each and every allegation contained therein.

2. Answering paragraph(s) 1-53 of Plaintiff's Complaint, Defendant(s) DENIES each and every allegation contained therein.

3. Answering paragraph(s) 1-53 of Plaintiff's Complaint, Defendant(s) state(s) that Defendant(s) do(es) not have sufficient knowledge or information upon which to base a belief as to the truth of the allegation contained therein and therefore Defendant(s) DENIES each and every allegation contained therein.

4. Answering paragraph(s) 1-53 of the Plaintiff's Complaint, Defendant(s) STATE(S) PLEASE SEE ATTACHMENT

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AFFIRMATIVE DEFENSES

1. Defendant(s) hereby incorporate(s) by reference those affirmative defenses enumerated in NRCP 8 as though fully set forth herein, as applicable upon discovery. In the event further investigation or discovery reveals the applicability of any such defenses, Defendant(s) reserve(s) the right to seek leave of court to amend this Answer to more specifically assert any such defense. Such defenses are herein incorporated by reference for the specific purposes of not waiving any such defenses.

_____. Accord and satisfaction.

_____. Arbitration and award.

_____. Assumption of risk.

_____. Contributory negligence.

_____. Discharge in bankruptcy.

_____. Duress.

_____. Estoppel.

_____. Failure of consideration.

_____. Fraud.

✓. Illegality.

_____. Injury by fellow servant.

_____. Laches.

_____. License.

_____. Payment.

_____. Release.

_____. Res judicata.

_____. Statute of frauds.

_____. Statute of limitations.

_____. Waiver.

2. All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon filing of this Answer. Therefore

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Defendant(s) reserve(s) the right to amend this Answer to allege additional affirmative defenses and claims, counter-claims, cross-claims or third-party claims, as applicable, upon further investigation and discovery.

✓. SEE ATTACHMENT

WHEREFORE, this Answering Defendant prays that this Honorable Court will:

1. Dismiss the Complaint with prejudice or grant Plaintiff a reduced amount based upon the admissions, denials and affirmative defenses, if any, as alleged above herein;

2. Award Defendant(s)'s costs; and

3. Award Defendant(s) such other and further relief as the Court deems just and equitable.

DATED this 10 day of May, 2019,

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

E. C. R.
Defendant *Pro Se*

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 10 day of May, 20___, I placed a true and correct copy of the foregoing **ANSWER** in the United States Mail at Las Vegas, Nevada, with first-class postage prepaid, addressed to the following:

BENJAMIN B. CHILDS, ESQ.
318 S. MARYLAND PARKWAY
LAS VEGAS, NEVADA
89101

E. C. R.
Defendant *Pro Se*

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EUSTACHIUS C BURSEY
3955 E CHARLESTON BLVD #143
LAS VEGAS, NEVADA, 89104
702-559-7956

Plaintiff/ Defendant, In Proper Person

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA
Plaintiff(s),

vs.

EUSTACHIUS C BURSEY
Defendant(s).

Case No.: A-19-794335-C
Dept. No.: 14

ANSWER (CONT'D)
Date of Hearing: "N/A"
Time of Hearing: "N/A"

PLAINTIFF CLAIMS DEED TO THE ABOVE STATED PROPERTY WAS SIGNED BY USE OF ILLEGAL OR FRAUDLENT METHODS, HOWEVER PLAINTIFF SIGNED AN "AFFIDAVIT OF GRANTOR" (ATTACHED EXHIBIT) ISSUED FROM AND FOR OUT OF OFFICE (UNINSURED) DEED TRANSFER USE BY WFG TITLE NATIONAL TITLE INSURANCE COMPANY ON APRIL 29, 2019. SUCH AFFIDAVIT WAS REQUIRED TO BE SIGNED BEFORE THE FUTHER TRANSFER OF SAID PROPERTY TO "PRECISION ASSETS LLC'. IN SUCH AFFIDAVIT PLAINTIFF ACKNOWLEDGED THE FACTS HEREIN:

1. THAT HE (JOHN DATTALA) IS THE GRANTOR OF SUCH DEED WHICH WAS RECORDED.
2. THAT THE DEED WAS A VALID TRANSFER OF THE OWNERSHIP OF THE PROPERTY HEREIN LISTED AS 59 SACRAMENTO DRIVE, LAS VEGAS NEVADA, 89110.

AND THAT MR. DATTALA DOES NOT CLAIM ANY FURTHER OWNERSHIP IN OR TO THE REAL PROPERTY LEGALLY DECRIBED THEREIN THE AFFIDAVIT.

3. THAT MR. DATTALA ACKNOWLEDGES THE FACT OF DEED FILING IN THE COUNTY RECORDER'S OFFICE OF CLARK COUNTY, NEVADA.

4. THAT MR. DATTALA HAS GIVEN DEFENDANT (EUSTACHIUS C BURSEY) POSSESSION OF THE PROPERTY AND THAT NO FUTHER AGREEMENT WITH THE DEFENDANT (MR. BURSEY) WAS MADE CONCERNING THE PROPERTY

5. THAT MR. BURSEY AND ANY OTHER PARTIES AFTER THE DATE OF SIGNING SUCH AFFIDAVIT SHALL BE PROTECTED AND HELD HARMLESS FROM SUIT.

6. THAT PLAINTIFF (MR. JOHN DATTALA) UNDERSTANDS AND AGREES TO THE FACT THAT SUCH FORM IS FOR THE PURPOSE OF INDUCING WFG NATIONAL TITLE INSURANCE COMPANY TO ISSUE POLICIES OF TITLE INSURANCE.

OFFICIAL DISTRICT COURT COMPLAINT ALSO STATES MR. DATTALA ONLY RECEIVED $20,000.00 (TWENTY THOUSAND DOLLARS AND 00/100 CENTS) WHEN HE SHOULD HAVE RECEIVED $230,322 BASED ON THE DECLARATION OF VALUE FORMS EXECUTED BY DEFENDANT (EUSTACHIUS C BURSEY) ON THE RECORDATION OF THE QUITCLAIM DEED, HOWEVER OFFICIAL DEED RECORD SHOWS SUCH PROPERTY WAS TRANSFERRED FOR AN AMOUNT OF $1.00 AND SIGNED BY MR. DATTALA PRIOR TO RECORDATION. BECAUSE OF SUCH DEED STATEMENT, THE TAXABLE VALUE OF THE PROPERTY KNOWN AS 59 SACRAMENTO DRIVE WAS DETERMINED TO BE $79,091.00 IN ACCORDANCE TO METHODS PRESCRIBED BY NEVADA REVISED STATUES AND THE DEPARTMENT OF TAXATION REGULATION AS STATED ON THE OFFICAIL SITE OF THE CLARK COUNTY ASSESSORS OFFICE. TAXABLE VALUE OF REAL ESTATE (AS DEFINED BY THE ASSESSOR) IS THE MARKET VALUE OF THE LAND AND THE CURRENT REPLACEMENT OF COST OF IMPROVEMENTS LESS STATUTORY DEPRECIATION NOT AN AGREED AMOUNT BETWEEN THE TWO PRIVATE PARTIES LISTED IN THE REAL ESTATE TRANSACTION THEREFORE DEFENDANT IS NOT LIABLE TO PAY SUCH ASSESSED AMOUNT. ANY PROPERTY BEING TRANSFERRED FOR THE AMOUNT OF $1.00 WHICH IS AGREED TO NOT BE A FAMILY TRANSFER GIFT MUST BE LISTED UNDER THE TAXABLE VALUE AMOUNT PER CLARK COUINTY ASSESSORS OFFICE.

DATED this 10 day of May, 2019.

Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct.

E. C. B _____ *(signature)*

EUSTACHIUS C BURSEY
3955 E CHARLESTON BLVD #143
LAS VEGAS, NEVADA, 89104
702-559-7956

Plaintiff/ Defendant, In Proper Person

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Plaintiff/ Defendant, In Proper Person

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Time of Hearing: "N/A"

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1. THAT HE (JOHN DATTALA) IS THE GRANTOR OF SUCH DEED WHICH WAS RECORDED.
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AND THAT MR. DATTALA DOES NOT CLAIM ANY FURTHER OWNERSHIP IN OR TO THE REAL PROPERTY LEGALLY DECRIBED THEREIN THE AFFIDAVIT.

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5. THAT MR. BURSEY AND ANY OTHER PARTIES AFTER THE DATE OF SIGNING SUCH AFFIDAVIT SHALL BE PROTECTED AND HELD HARMLESS FROM SUIT.

6. THAT PLAINTIFF (MR. JOHN DATTALA) UNDERSTANDS AND AGREES TO THE FACT THAT SUCH FORM IS FOR THE PURPOSE OF INDUCING WFG NATIONAL TITLE INSURANCE COMPANY TO ISSUE POLICIES OF TITLE INSURANCE.

OFFICIAL DISTRICT COURT COMPLAINT ALSO STATES MR. DATTALA ONLY RECEIVED $20,000.00 (TWENTY THOUSAND DOLLARS AND 00/100 CENTS) WHEN HE SHOULD HAVE RECEIVED $230,322 BASED ON THE DECLARATION OF VALUE FORMS EXECUTED BY DEFENDANT (EUSTACHIUS C BURSEY) ON THE RECORDATION OF THE QUITCLAIM DEED, HOWEVER OFFICIAL DEED RECORD SHOWS SUCH PROPERTY WAS TRANSFERRED FOR AN AMOUNT OF $1.00 AND SIGNED BY MR. DATTALA PRIOR TO RECORDATION. BECAUSE OF SUCH DEED STATEMENT, THE TAXABLE VALUE OF THE PROPERTY KNOWN AS 50 SACRAMENTO DRIVE WAS DETERMINED TO BE $73,540.00 IN ACCORDANCE TO METHODS PRESCRIBED BY NEVADA REVISED STATUES AND THE DEPARTMENT OF TAXATION REGULATION AS STATED ON THE OFFICAIL SITE OF THE CLARK COUNTY ASSESSORS OFFICE. TAXABLE VALUE OF REAL ESTATE (AS DEFINED BY THE ASSESSOR) IS THE MARKET VALUE OF THE LAND AND THE CURRENT REPLACEMENT OF COST OF IMPROVEMENTS LESS STATUTORY DEPRECIATION NOT AN AGREED AMOUNT BETWEEN THE TWO PRIVATE PARTIES LISTED IN THE REAL ESTATE TRANSACTION THEREFORE DEFENDANT IS NOT LIABLE TO PAY SUCH ASSESSED AMOUNT. ANY PROPERTY BEING TRANSFERRED FOR THE AMOUNT OF $1.00 WHICH IS AGREED TO NOT BE A FAMILY TRANSFER GIFT MUST BE LISTED UNDER THE TAXABLE VALUE AMOUNT PER CLARK COUINTY ASSESSORS OFFICE.

DATED this 10 day of May, 2019.

Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct.

E. C. B _____ *(signature)*

EUSTACHIUS C BURSEY
3955 E CHARLESTON BLVD #143
LAS VEGAS, NEVADA, 89104
702-559-7956

Plaintiff/ Defendant, In Proper Person

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ANSWER (CONT'D)
Date of Hearing: "N/A"
Time of Hearing: "N/A"

PLAINTIFF CLAIMS DEED TO THE ABOVE STATED PROPERTY WAS SIGNED BY USE OF ILLEGAL OR FRAUDLENT METHODS, HOWEVER PLAINTIFF SIGNED AN "AFFIDAVIT OF GRANTOR" (ATTACHED EXHIBIT) ISSUED FROM AND FOR OUT OF OFFICE (UNINSURED) DEED TRANSFER USE BY WFG TITLE NATIONAL TITLE INSURANCE COMPANY ON APRIL 29, 2019. SUCH AFFIDAVIT WAS REQUIRED TO BE SIGNED BEFORE THE FUTHER TRANSFER OF SAID PROPERTY TO "PRECISION ASSETS LLC'. IN SUCH AFFIDAVIT PLAINTIFF ACKNOWLEDGED THE FACTS HEREIN:

1. THAT HE (JOHN DATTALA) IS THE GRANTOR OF SUCH DEED WHICH WAS RECORDED.

2. THAT THE DEED WAS A VALID TRANSFER OF THE OWNERSHIP OF THE PROPERTY HEREIN LISTED AS 4029 COLUSA CIRCLE, LAS VEGAS NEVADA, 89110. AND THAT MR. DATTALA DOES NOT CLAIM ANY FURTHER OWNERSHIP IN OR TO THE REAL PROPERTY LEGALLY DECRIBED THEREIN THE AFFIDAVIT.

3. THAT MR. DATTALA ACKNOWLEDGES THE FACT OF DEED FILING IN THE COUNTY RECORDER'S OFFICE OF CLARK COUNTY, NEVADA.
4. THAT MR. DATTALA HAS GIVEN DEFENDANT (EUSTACHIUS C BURSEY) POSSESSION OF THE PROPERTY AND THAT NO FUTHER AGREEMENT WITH THE DEFENDANT (MR. BURSEY) WAS MADE CONCERNING THE PROPERTY
5. THAT MR. BURSEY AND ANY OTHER PARTIES AFTER THE DATE OF SIGNING SUCH AFFIDAVIT SHALL BE PROTECTED AND HELD HARMLESS FROM SUIT.
6. THAT PLAINTIFF (MR. JOHN DATTALA) UNDERSTANDS AND AGREES TO THE FACT THAT SUCH FORM IS FOR THE PURPOSE OF INDUCING WFG NATIONAL TITLE INSURANCE COMPANY TO ISSUE POLICIES OF TITLE INSURANCE. OFFICIAL DISTRICT COURT COMPLAINT ALSO STATES MR. DATTALA ONLY RECEIVED $20,000.00 (TWENTY THOUSAND DOLLARS AND 00/100 CENTS) WHEN HE SHOULD HAVE RECEIVED $230,322 BASED ON THE DECLARATION OF VALUE FORMS EXECUTED BY DEFENDANT (EUSTACHIUS C BURSEY) ON THE RECORDATION OF THE QUITCLAIM DEED, HOWEVER OFFICIAL DEED RECORD SHOWS SUCH PROPERTY WAS TRANSFERRED FOR AN AMOUNT OF $1.00 AND SIGNED BY MR. DATTALA PRIOR TO RECORDATION. BECAUSE OF SUCH DEED STATEMENT, THE TAXABLE VALUE OF THE PROPERTY KNOWN AS 4029 COLUSA CIRCLE WAS DETERMINED TO BE $77,691.00 IN ACCORDANCE TO METHODS PRESCRIBED BY NEVADA REVISED STATUES AND THE DEPARTMENT OF TAXATION REGULATION AS STATED ON THE OFFICAIL SITE OF THE CLARK COUNTY ASSESSORS OFFICE. TAXABLE VALUE OF REAL ESTATE (AS DEFINED BY THE ASSESSOR) IS THE MARKET VALUE OF THE LAND AND THE CURRENT REPLACEMENT OF COST OF IMPROVEMENTS LESS STATUTORY DEPRECIATION NOT AN AGREED AMOUNT BETWEEN THE TWO PRIVATE PARTIES LISTED IN THE REAL ESTATE TRANSACTION THEREFORE DEFENDANT IS NOT LIABLE TO PAY SUCH ASSESSED AMOUNT. ANY PROPERTY BEING TRANSFERRED FOR THE AMOUNT OF $1.00 WHICH IS AGREED TO NOT BE A FAMILY TRANSFER GIFT MUST BE LISTED UNDER THE TAXABLE VALUE AMOUNT PER CLARK COUINTY ASSESSORS OFFICE.

DATED this 10 day of May, 2019.

Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct.

E. C. R _____ *(signature)*

EUSTACHIUS C BURSEY
3955 E CHARLESTON BLVD #143
LAS VEGAS, NEVADA, 89104
702-559-7956

Plaintiff/ Defendant, In Proper Person

WFG National Title Insurance Company
a Williston Financial Group company

AFFIDAVIT OF GRANTOR

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

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

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

AFFIANT(S):

Print Name: JOHN DATTALA

Print Name: N/A

STATE OF NEVADA
COUNTY OF Clark

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

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

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

WFG National Title Insurance Company
a Williston Financial Group company

AFFIDAVIT OF GRANTOR

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

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

1. The undersigned Affiant(s) hereby declare that, the undersigned are the Grantor(s) in that certain Deed recorded on 04/22/19, as/in 201990422-1237 in Official Records of Clark County, State of Nevada, a copy of which is attached hereto and made a part thereof.
2. That the attached Deed is a valid transfer of the ownership of the property to the Grantee named in that deed, and the undersigned does not claim any further ownership in or to the real property legally described therein.
3. That the undersigned agreed that the deed was to be recorded in the County Recorder's Office of Clark County, State of Nevada.
4. That the undersigned have given possession of the property to the Grantee and have not entered into any other agreement with the Grantee regarding the property.
5. That the undersigned make this Declaration for the benefit and protection of the Grantee, and Their Successors in Interest.
6. That the undersigned make this declaration for the purpose of inducing WFG National Title Insurance Company ("WFG") to issue policies of title insurance, knowing that WFG will be issuing such policies of title insurance in reliance upon the truth and accuracy of the statements in this declaration.

AFFIANT(S):

Print Name: John Dattala
Grantor

Print Name: Eustachius C. Bursey
Grantee

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 29th day of April, 2019 by John Dattala and Eustachius C. Bursey.

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

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

WFG National Title Insurance Company
a Williston Financial Group company

AFFIDAVIT OF GRANTOR

Escrow No.: 19-282997
Property: 4029 Colusa Cir, Las Vegas, NV 89110

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

1. The undersigned Affiant(s) hereby declare that, the undersigned are the Grantor(s) in that certain Deed recorded on 04/22/19, as/in 20190422-1236 in Official Records of Clark County, State of Nevada, a copy of which is attached hereto and made a part thereof.
2. That the attached Deed is a valid transfer of the ownership of the property to the Grantee named in that deed, and the undersigned does not claim any further ownership in or to the real property legally described therein.
3. That the undersigned agreed that the deed was to be recorded in the County Recorder's Office of Clark County, State of Nevada.
4. That the undersigned have given possession of the property to the Grantee and have not entered into any other agreement with the Grantee regarding the property.
5. That the undersigned make this Declaration for the benefit and protection of the Grantee, and Their Successors in Interest.
6. That the undersigned make this declaration for the purpose of inducing WFG National Title Insurance Company ("WFG") to issue policies of title insurance, knowing that WFG will be issuing such policies of title insurance in reliance upon the truth and accuracy of the statements in this declaration.

AFFIANT(S):

John Dattala
Print Name: John Dattala
Grantor

E.C. Bur
Print Name: Eustachius C. Bursey
Grantee

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 29 day of April, 2019 by John Dattala and Eustachius C. Bursey.

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

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

Electronically Filed
7/11/2019 3:40 PM
Steven D. Grierson
CLERK OF THE COURT

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

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 Defendant ==========	Case # A-19-794335-C Dept # 14 FIRST AMENDED COMPLAINT Arbitration Exemption : Equitable Relief Affecting Title to Real Property

Comes now Plaintiff JOHN DATTALA [Plaintiff or Dattala herein] and files this FIRST 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 [Precision] is, and at all relevant times was, a Nevada Limited Liability Company doing business in Clark County, Nevada.

3. Defendant EUSTACHIUS C. BURSEY [Bursey] is, and at all relevant times was, a resident of Las Vegas, Clark County, Nevada.

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

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

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

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

7. BONITA SPENCER [Spencer] is, and at all relevant times was, a resident of Las Vegas, Clark County, Nevada.

8. The true names of Defendants DOES 1 through 5 and ROE CORPORATIONS I - X, inclusive, are unknown to Plaintiff at this time. Plaintiff sues those Defendants by such fictitious names pursuant to NRCP 10 (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 or 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 Burey 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 2nd Amended as shown in PLAT BOOK 9 PAGE 63 in the Clark County Recorder's Office.
APN 140-31-810-025

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

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. For a purported purchase of the Colusa Property, Bursey paid Dattala $10,000 purportedly as an Earnest Money Deposit on April 19, 2019.

24. Bursey presented Dattala with a Deed of Trust in the amount of $201,041 dated April 19, 2019 with a Zillow printout and amortization schedule at 8% interest.

25. Bursey knew he did not intend to purchase the Colusa Property for $201,041 at the time he presented Dattala with what was purported to be $10,000 as an Earnest Money Deposit on April 19, 2019.

26. Bursey knew he did not intend to purchase the Colusa Property for $201,041 at the time Bursey presented Dattala with a Deed of Trust in the amount of $201,041 dated April 19, 2019 with a Zillow printout and amortization schedule at 8% interest.

27. 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 and the Colusa Property as the April 19, 2019 $10,000 payments were just earnest money or down payments until Bursey's inheritance came.

28. In April, 2019, but prior to April 19, 2019, Bursy stated to Dattala that Bursey waiting for money from his inheritance and would rent the properties out and make payments until he received his inheritance.

29. 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 the Colusa Property, and that he needed to have documents signed and notarized.

30. On April 5, 2019, Bursey had Dattala sign a one page document and then acknowledge that signature to Spencer, a Nevada Notary Public, on the same date.

31. Dattala did not know, and was never told, that the one page document he had signed and acknowledged to Spencer on April 5, 2019 would be attached to a Quitclaim Deed and recorded by Bursey to attempt to obtain record title to the 50 Sacramento Property.

32. Bursey or Spencer forged Dattala's signature on a document purportedly dated April 5, 2019, in addition to that described in Paragraph 30 above, and then Spencer, a Nevada Notary Public, signed and stamped that document with her notary stamp as if Dattala had signed it on April 5, 2019. This document was attached to a Deed of Reconveyance and recorded by Bursey to attempt to remove the lien created by the Deed of Trust described in Paragraph 14 above, which Deed of Trust encumbered title to the 50 Sacramento Property.

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

34. On April 29, 2019 Bursey and Medina conspired to further Bursey's fraudulent scheme by forging Dattala's signature on a document titled

Affidavit of Grantor purporting to state that Dattala was making numerous factual representations about the title to the 59 Sacramanto Property.

35. Dattala did not sign the Affidavit of Grantor described in Paragraph 34 above.

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

37. Dattala did not sign the Affidavit of Grantor described in Paragraph 36 above.

38. Medina is a Notary Public for the state of Nevada and she purportedly produced a true, correct and complete copy of her notary book associated with Dattala's purported signatures on the two Affidavits of Grantor described in Paragraphs 34 and 36 above.

39. Mednina purportedly provided a copy of her Notary Log Book to support two of her own affidavits to Bursey, all of which were filed with the court by Bursey's attorney on June 3, 2019, in an attempt to explain Dattala's statements about not signing the two Affidavits of Grantor described in Paragraphs 34 and 36 above.

40. One of Medina's affidavits is dated April 29, 2019 and concerns Mr. Bursey's signature.

41. One of Medina's affidavits is dated June 3, 2019 and concerns Mr. Dattala's signature.

42. Both of Medina's affidavits described in Paragraphs 39 though 41 above purport to be supported by a copy of her Notary Log Book.

43. In both of Medina's affidavits described in Paragraphs 39 though 41 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 ...".

44. 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;**

45. Medina's Notary Log Book filed on June 3, 2019 does not have the signature of either Dattala or Bursey.

46. Without an escrow or title insurance, Bursey obtained Quitclaim Deeds for the Subject Properties as set forth below :

a. For the 50 Sacramento Property, Quitclaim Deed recorded April 8, 2019.

b. For the 59 Sacramento Property, Quitclaim Deed recorded April 22, 2019.

c. For the Colusa Property, Quitclaim Deed recorded April 22, 2019.

47. Dattla was tricked and defrauded into signing the Quitclaim Deeds to Bursey and Plaintiff received only the payments set forth in the table below from Bursey.

Property	Amount Received $	Purchase Amount $	DOV [1] Amount $
50 Sacramento	5,000 + 14,443 payments on Deed of Trust	150,000	73,540
59 Sacramento	10,000	220,000	79,091
Colusa	10,000	201,041	77,691
Total	39,443[2]	571,041	227,322

49. Based on the purchase contracts drafted by Bursey, Dattala should have received a total of $571,041, but instead received $25,000 in earnest money down payments and $4,467 principal and $9,976 interest. Thus, Bursey owes Dattala $541,574.

Dattala should have received a total of $230,322 based on the Declaration of Value forms, which statements are made "under penalty of perjury" , executed by Bursey, or Bursey's agent, attached to the recorded Quitclaim Deeds.

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

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

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

50. As to the 50 Sacramento Property, Precision encumbered the title to this property with a deed of trust to Acry recorded April 18, 2019.

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

52. Bursey still is the record title owner of the Colusa Property.

53. Between April 5, 2019 and April 19, 2019 Bursey obtained Plaintiff's signatures on the three Quitclaim Deeds described in Paragraph 46 above through deception by knowingly making false statements to Dattala as set forth above.

54. Dattala seeks to impose a constructive trust on the proceeds of the sales to Bursey and on title to the Subject Properties based on Bursey obtaining the Quitclaim Deeds from Plaintiff by fraud and filing to pay fair value for the properties as described above.

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

FIRST CAUSE OF ACTION : QUIET TITLE

56. Plaintiff incorporates all previous paragraphs as though fully set forth herein.

57. Plaintiff prays that title to the Subject Properties be quieted to memorialize Plaintiff's interest and to set aside and declare the Quitclaim Deeds described in Paragraph 46 as null and void, and memorialize that Plaintiff owns the Subject Properties subject to no claim by Bursey, Precision or Acry.

SECOND CAUSE OF ACTION : DECLARATORY RELIEF

58. Plaintiff incorporates all previous paragraphs as though fully set forth herein.

59. Plaintiff prays that the Court issue an order specifically stating Plaintiff's interest in the Subject Property, pursuant to NRS 30.040 and NRS 40.010.

60. Plaintiff desires a judicial determination of his current ownership rights to the Subject Properties as set forth above.

61. A judicial declaration is necessary and appropriate at this time under the circumstances in order for Plaintiff to protect and enforce his interests in the Subject Properties.

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

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

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

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

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

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

///

FOURTH CAUSE OF ACTION : CIVIL CONSPIRACY

[As to Defendants Bursey and Medina]

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

68. The forged Affidavits of Grantor described in Paragraphs 34 and 36 above are evidence of the concert of action between Bursey and Medina.

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

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

71. 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.

72. 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 - COMMON LAW FRAUD

[As to Bursey]

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

74. Defendant Bursey made misrepresentations of material fact regarding the Subject Properties, his intentions in buying them and his ability to pay for

the Subject Properties, as set forth above.

75. Defendant Bursey had knowledge of the misrepresentations of material fact regarding the Subject Properties to Plaintiff, as set forth above.

76. Defendant Bursey intended to defraud Plaintiff.

77. Plaintiff reasonably relied on the misrepresentations of material fact regarding the Subject Properties made by Bursey.

78. Due to the misrepresentations of material fact regarding the Subject Properties made by Bursey set forth above prior to the sale to Plaintiff, 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.

79. It has been necessary for Plaintiff to retain the services of an attorney and to incur other court costs to prosecute this action. Defendant Bursey should be required to pay attorneys' fees and costs incurred by Plaintiff in this action.

SIXTH CAUSE OF ACTION - NEGLIGENCE PER SE

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

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

81. 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;**

82. Medina breached that duty by notarizing the two affidavits described in Paragraphs 34 and 36 above without complying with NRS 240.120(1)(d)..

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

84. 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.

85. 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.

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

87. 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.

88. 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.

///

SEVENTH CAUSE OF ACTION - FAILURE TO SUPERVISE, INADEQUATE TRAINING AND EDUCATION

[Defendant WFG NATIONAL TITLE INSURANCE COMPANY]

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

90. At all relevant times Medina and Spender were the employees or agents of WFG.

91. WFG failed to supervise its employees or agents, Medina and Spencer.

92. WFG failed to adequately train its employees or agents, Medina and Spencer to ensure that they complied with the law.

93. WFG failed to adequately educate their employees or agents, Medina and Spencer to ensure that they complied with the law.

94. As a direct and proximate result of the actions of Defendant WFG's failure to supervise, adequately train or adequately educate their employees or agents, Medina and Spencer, 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.

95. 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.

EIGHTH CAUSE OF ACTION : CIVIL CONSPIRACY

[As to Defendants Bursey and Spencer]

96. Plaintiff realleges and incorporates herein all of the allegations previously

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

97. The forged document described in Paragraph 32 above is evidence of the concert of action between Bursey and Spencer.

98. Bursey and Spencer engaged in concerted action to allow Bursey to sell the 50 Sacramento Property through an escrow and with title insurance as described above, as if the August 2, 2018 Deed of Trust had been satisfied in full.

99. The concerted action engaged in by Bursey and Spencer was intended to accomplish an unlawful objective for the purpose of harming Plaintiff.

100. Plaintiff was damaged by the act or acts of Bursey and Spencer 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.

101. 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.

NINTH CAUSE OF ACTION - NEGLIGENCE PER SE

[as to BONITA SPENCER]

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

103. 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;**

104. Spencer breached that duty by notarizing the document described in Paragraph 32 above without complying with NRS 240.120(1)(d).

105. Dattala is in class of persons whom NRS 240.120(1)(d) is intended to protect and the injury is of the type against which NRS 240.120(1)(d) is intended to protect.

106. 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.

107. 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.

TENTH CAUSE OF ACTION - BREACH OF CONTRACT

[As to Bursey]

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

109. By written contracts described above, Bursey agreed to purchase the 50 Sacramanto Property for $150,000, the 59 Sacramento Property for $220,000 and the Colusa Property for $201,041.

110. Bursey breached it's contractual duties as it failed to pay Dattala for those

purchases, other than the payments in the amount of $39,443 acknowledged by Dattala set forth above and summarized in Paragraph 47 above.

111. Plaintiff was damaged by the act or acts of Bursey and Plaintiff has suffered and will suffer general and consequential damages in the amount of five hundred and thirty-one, five hundred and ninety dollars ($531,598), exclusive of costs and interest.

112. 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.

FOURTEENTH CAUSE OF ACTION - BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

[As to Bursey]

113. Plaintiff incorporates all previous paragraphs as though fully set forth herein.

114. Every contract in Nevada has an implied covenant of good faith and fair dealing which essentially forbids arbitrary, unfair acts by one party that disadvantage the other.

115. As set forth above, Bursey breached the implied covenant of good faith and fair dealing.

116. Plaintiff was damaged by the act or acts of Bursey and Plaintiff has suffered and will suffer general and consequential damages in the amount of five hundred and thirty-one, five hundred and ninety dollars ($531,598), exclusive of costs and interest.

117. 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.

FIFTEENTH CAUSE OF ACTION - RICO

[as to Bursey, Medina and Spencer]

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

119. Defendant Bursey engaged in criminal enterprise with at least one other individual and engaged in criminal activity by knowingly making false representations of fact to commit fraud on Plaintiff, forging Plaintiff's signature on real estate and financial documents, placing forged documents in the pubic record, committing perjury by executing and recording false Declaration of Value forms, and conspiring with Nevada notaries to fabricate signatures on documents, to sign and stamp real estate documents with notary seals to give the document the appearance of authenticity, genuineness and enforceablility.

120. Defendants Medina and Spencer engaged in criminal enterprise with at least one other individual and by engaging in criminal activity with Bursey by falsely notarizing real estate documents in violation of NRS 240.001 to 240.169, inclusive, or a regulation or order adopted or issued pursuant thereto.

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

122. As a direct and proximate result of the actions of Defendants Bursey, Medina and Spencer, Plaintiff has suffered and will suffer general and

consequential damages in will suffer general and consequential damages in the amount of five hundred and thirty-one, five hundred and ninety dollars ($531,598), exclusive of costs and interest.

123. 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.

WHEREFORE, PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS:

1. That Plaintiff's ownership and rights, including possessory rights to each of the Subject Properties, be adjudicated as between him and Defendants Bursey, Precision and Acry;
2. For damages caused by Bursey, which damages exceed $15,000, subject to proof at trial;
3. For damages caused by Medina, which damages exceed $15,000, subject to proof at trial;
4. For damages caused by Spencer, which damages exceed $15,000, subject to proof at trial;
5. Pursuant to NRS 112.210, Plaintiff seeks judgment against Bursey as to the Colusa Property for :

(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.

6. Pursuant to NRS 112.210, Plaintiff seeks judgment against Precision as to the 50 Sacramento Property and 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.

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

8. For imposition of triple the amount of compensatory damages awarded against Bursey, Medina and/or Spencer, pursuant to NRS 207.470(1);

9. For imposition of exemplary and punitive damages against Bursey, Medina and/or Spencer, pursuant to NRS Chapter 42.

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

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

/s/ Benjamin B. Childs

BENJAMIN B. CHILDS
NEVADA BAR # 3946
Attorney for Plaintiff

CERTIFICATE OF SERVICE

The FIRST AMENDED COMPLAINT, was served through the Odessey File and Serve system to Defendant EUSTACHIUS C. BURSEY's attorney Dale Kleven, Esq. at filing. Electronic service is in lieu of mailing.

/s/ Benjamin B. Childs, Sr.

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

Electronically Issued
7/11/2019 3:48 PM

Electronically Filed
7/18/2019 2:17 PM
Steven D. Grierson
CLERK OF THE COURT

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

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

Defendant

==========

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

AMENDED SUMMONS

To : ACRY DEVELOPMENT LLC
c/o Registered Agents, Inc
7901 4th St. North # 300
St. Petersburg, FL 33702

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU WITHOUT YOU BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A Civil Complaint has been filed by the Plaintiff against you.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of the day of service, you must do the following:

2.

(a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.

(b) Serve a copy of your response upon the attorney whose

name and address is shown below.

3. Unless you respond, a default will be entered upon application of the Plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

4. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

5. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Issued at the request of :
/s/ Benjamin B. Childs

BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865

STEVEN D. GRIERSON, CLERK OF COURT

By: Laurie Williams 7/1/2019
Deputy Clerk Date

Laurie Williams

AFFIDAVIT OF SERVICE

State of Nevada **County of Clark** **DISTRICT Court**

Case Number: A19794335C DEPT 14

Plaintiff:
JOHN DATTALA

vs.

Defendant:
EUSTACHIUS C. BURSEY, ET AL

For:
BENJAMIN childs
BENJAMIN B. CHILDS, ESQ.
318 S. MARYLAND PARKWAY
LAS VEGAS, NV 89101

Received by Old Northeast Process Servers,LLC on the 16th day of July, 2019 at 4:16 pm to be served on **ACRY DEVELOPMENT, LLC C/O REGISTERED AGENTS, INC., 7901 4TH. ST. N., SUITE 300, ST.PETERSBURG, FL.**

I, GREGORY MILLER, being duly sworn, depose and say that on the **18th day of July, 2019** at **2:30 pm**, I:

served a **REGISTERED AGENT** by delivering a true copy of the **AMENDED SUMMONS and FIRST AMENDED COMPLAINT** with the date and hour of service endorsed thereon by me, to: **NINA HARRIS C/O REGISTERED AGENTS, INC.** as **Registered Agent** at the address of: **7901 4TH. ST. N., SUITE 300, ST.PETERSBURG, FL** on behalf of **ACRY DEVELOPMENT, LLC**, and informed said person of the contents therein, in compliance with state statutes.

I certify that I am over the age of 18, have no interest in the above action, and, and, I am a CERTIFIED or APPOINTED process server, in good standing, in the judicial circuit, or, county in which the process is served.

GREGORY MILLER
Process Server

Old Northeast Process Servers,LLC
701 77th. Ave. N.
Suite 568886
St. Petersburg, FL 33702
(727) 565-5944
Our Job Serial Number: DBZ-2019000018

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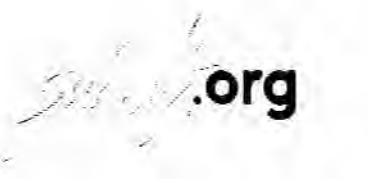
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company
ACRY DEVELOPMENT LLC

Filing Information

Document Number	L16000156286
FEI/EIN Number	35-2571839
Date Filed	08/19/2016
Effective Date	08/18/2016
State	FL
Status	ACTIVE

Principal Address

10001 W OAKLAND PK BLVD., STE 202
SUNRISE, FL 33351

Mailing Address

10001 W OAKLAND PK BLVD., STE 202
SUNRISE, FL 33351

Registered Agent Name & Address

REGISTERED AGENTS INC
7901 4TH STREET NORTH
SUITE 300
ST.PETERSBURG, FL 33702

Address Changed: 03/21/2019

Authorized Person(s) Detail

Name & Address

Title MBR

YAKIR, ROTEM
10001 W OAKLAND PK BLVD., STE 202
SUNRISE, FL 33351

Title MBR

COHEN, AVI
10001 W OAKLAND PK BLVD., STE 202
SUNRISE, FL 33351

Annual Reports

Report Year	Filed Date
2017	04/28/2017
2018	04/24/2018
2019	04/13/2019

Document Images

04/13/2019 -- ANNUAL REPORT	View image in PDF format
04/24/2018 -- ANNUAL REPORT	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
08/19/2016 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

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7/30/2019 9:28 AM
Steven D. Grierson
CLERK OF THE COURT

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

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

Defendant

==========

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

ACCEPTANCE OF SERVICE OF PROCESS

I, DALE KLEVEN, am a licensed Nevada attorney [Bar # : 7778] and Defendant EUSTACHIUS C. BURSEY has retained me to represent him in this case. I am authorized to accept service of process in this case on behalf of my client.

I accept service of process of the Amended Summons and Amended Complaint on behalf of Defendant EUSTACHIUS C. BURSEY on the date set forth below.

Dated : 07/29/2019 #11380 for: DKK

DALE KLEVEN
Relief Lawyers
5550 Painted Mirage Rd., Suite 320
Las Vegas, NV 89149
Phone : (702) 589-7520
Email : dale@relieflawyersnv.com

Case Number: A-19-794335-C

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

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 Defendant ==========	Case # A-19-794335-C Dept # 14 AMENDED SUMMONS

To : EUSTACHIUS C. BURSEY

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU WITHOUT YOU BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

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(b) Serve a copy of your response upon the attorney whose

name and address is shown below.

3. Unless you respond, a default will be entered upon application of the Plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

4. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

5. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Issued at the request of :
/s/ Benjamin B. Childs

BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865

STEVEN D. GRIERSON, CLERK OF COURT

By: Laurie Williams
Deputy Clerk

7/1/2019
Date

Laurie Williams

Electronically Issued
7/11/2019 3:48 PM

Electronically Filed
7/30/2019 9:28 AM
Steven D. Grierson
CLERK OF THE COURT

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

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

Defendant

==========

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

AMENDED SUMMONS

To : WFG NATIONAL TITLE INSURANCE COMPANY
c/o CT Corporation System
701 S. Carson ST # 200
Carson City, NV 89701

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU WITHOUT YOU BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A Civil Complaint has been filed by the Plaintiff against you.

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2.

(a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.

(b) Serve a copy of your response upon the attorney whose

Case Number: A-19-794335-C

name and address is shown below.

3. Unless you respond, a default will be entered upon application of the Plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

4. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

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Issued at the request of :
/s/ Benjamin B. Childs

BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865

STEVEN D. GRIERSON, CLERK OF COURT

By: Laurie Williams
Deputy Clerk

7/1/2019
Date

Laurie Williams

IN THE DISTRICT COURT CLARK COUNTY OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

John Dattala PLAINTIFF	)	Dated: 7/19/2019
	)	Civil File Number: 19080706
Vs.	)	
WFG National Title Insurance Company DEFENDANT	)	CASE No.: A19794335C

DECLARATION OF SERVICE

STATE OF NEVADA)
) ss:
CARSON CITY)

Julio Marroquin, being first duly sworn, deposes and says: That affiant is a citizen of the United States, over 18 years of age; not a party to the within entered action, and that in Carson City, Nevada, personally served the described documents upon:

Sub-served: **WFG National Title Insurance Company by serving Danielle Naki, Authorized Individual**

Location: **701 South Carson Street Carson City, NV 89701**

Date: **7/18/2019** **Time:** **1:30 PM**

The document(s) served were: Amended Summons & Amended Complaint

I declare under penalty of perjury under the law provided of the State of Nevada that the foregoing is true and correct. No notary is required per NRS 53.045.

Ken Furlong, SHERIFF

By:
Sheriff's Authorized Agent

District Court Clark County
Las Vegas, NV

Electronically Filed
7/30/2019 9:28 AM
Steven D. Grierson
CLERK OF THE COURT

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

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

Defendant

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

==========

ACCEPTANCE OF SERVICE OF PROCESS

I, ANDREW A. BAO, am a licensed Nevada attorney (Bar # 10508) with the firm Wolfe & Wyman LLP. Defendants PRECISION ASSETS LLC and WFG NATIONAL TITLE INSURANCE COMPANY have retained me to represent it in this case. I am authorized to accept service of process in this case on behalf of my clients.

I accept service of process of the Amended Summons and Amended Complaint on behalf of Defendants PRECISION ASSETS LLC and WFG NATIONAL TITLE INSURANCE COMPANY on the date set forth below.

Dated: 7/19/19

ANDREW A. BAO
Bar # 10508
Wolfe & Wyman LLP
6757 Spencer Street, Las Vegas, NV 89119
Phone : (702) 476-0100
Email : aabao@wolfewyman.com

Case Number: A-19-794335-C

100

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTAL A

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

Defendant

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

AMENDED SUMMONS

To

WFG NATIONAL TITLE INSURANCE COMPANY
c/o CT Corporation System
701 S. Carson ST # 200
Carson City, NV 89701

NOTICE YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU WITHOUT YOU BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

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5. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Issued at the request of
/s/ Benjamin B. Childs

BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 386-3864

STEVEN D. GRIERSON, CLERK OF COURT 7/11/2019

By: /s/ Laurie Williams
Deputy Clerk Date

Laurie Williams

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

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 Defendant ==========	Case # A-19-794335-C Dept # 14 AMENDED SUMMONS

To : PRECISION ASSETS LLC
c/o Avi Segal
6700 Paradise Rd Unit A-1
Las Vegas, NV 89119

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU WITHOUT YOU BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

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Issued at the request of :
/s/ Benjamin B. Childs

BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865

STEVEN D. GRIERSON, CLERK OF COURT

By: Laurie Williams
Deputy Clerk

7/1/2019
Date

Laurie Williams

Electronically Issued
7/11/2019 3:48 PM

Electronically Filed
8/8/2019 11:23 AM
Steven D. Grierson
CLERK OF THE COURT

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

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

Defendant

==========

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

AMENDED SUMMONS

To : BONITA SPENCER
724 W. Nelson Ave
North Las Vegas, NV 89030

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU WITHOUT YOU BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A Civil Complaint has been filed by the Plaintiff against you.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of the day of service, you must do the following:

2.

(a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.

(b) Serve a copy of your response upon the attorney whose

Case Number: A-19-794335-C

name and address is shown below.

3. Unless you respond, a default will be entered upon application of the Plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

4. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

5. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Issued at the request of :
/s/ Benjamin B. Childs

BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865

STEVEN D. GRIERSON, CLERK OF COURT

By: Laurie Williams
Deputy Clerk

7/1/2019
Date

Laurie Williams

AFFIDAVIT OF SERVICE

State of Nevada **County of Clark** **Clark County District Court**

Case Number: A-19-794335-C

Plaintiff:
JOHN DATTALA,

vs.

Defendant:
EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, et al.,

For:
Benjamin B. Childs
318 South Maryland Parkway
Las Vegas, NV 89101

Received by Legal Express on the 15th day of July, 2019 at 3:38 pm to be served on **Bonita Spencer, 650 West Azure Avenue, Unit 1045, North Las Vegas, NV 89081**.

I, John Nicholson, being duly sworn, depose and say that on the **31st day of July, 2019** at **11:12 am**, I:

SERVED by personally delivering a true copy of the **Amended Summons, First Amended Complaint** to **Sache Spencer** as **Daughter**, a person of suitable age and discretion residing at **Bonita Spencer's** usual place of abode.

Said service was made at the address of: **724 West Nelson Avenue, North Las Vegas, NV 89030**.

Affiant is, and was, a citizen of the United States, over 18 years of age, and not a party to, nor interested in, the proceeding in which this affidavit is made.

SIGNED and SWORN TO before me on the 6 day of August 2019 by the affiant who is personally known to me.

NOTARY PUBLIC

HEATHER L. BROOKS
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 14-15254-1
MY APPT. EXPIRES OCTOBER 17, 2022

John Nicholson
Process Server

Legal Express
Nevada License 999/999a
911 South 1st Street
Las Vegas, NV 89101
(702) 877-0200
Our Job Serial Number: 2019000576

Service Fee: $145.00

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7/11/2019 3:48 PM

Electronically Filed
8/30/2019 8:00 AM
Steven D. Grierson
CLERK OF THE COURT

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

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

Defendant

==========

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

AMENDED SUMMONS

To : Lillian Medina
818 S. 7th St # 4
Las Vegas, NV 89101
702 701 4837

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU WITHOUT YOU BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A Civil Complaint has been filed by the Plaintiff against you.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of the day of service, you must do the following:

2.

(a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court.

(b) Serve a copy of your response upon the attorney whose

name and address is shown below.

3. Unless you respond, a default will be entered upon application of the Plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

4. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

5. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Issued at the request of :
/s/ Benjamin B. Childs

BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865

STEVEN D. GRIERSON, CLERK OF COURT

By: Laurie Williams
Deputy Clerk

7/1/2019
Date

Laurie Williams

AFFIDAVIT OF SERVICE

State of Nevada **County of Clark** **Clark County District Court**

Case Number: A-19-794335-C

Plaintiff:
JOHN DATTALA,

vs.

Defendant:
EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, et al.,

For:
Benjamin B. Childs
318 South Maryland Parkway
Las Vegas, NV 89101

Received by Legal Express on the 15th day of July, 2019 at 3:47 pm to be served on **Lillian Medina, 818 South 7th Street, Unit 4, Las Vegas, NV 89101**

I, John Nicholson, being duly sworn, depose and say that on the **17th day of July, 2019** at **2:41 pm**, I:

SERVED by personally delivering a true copy of the **Amended Summons, First Amended Complaint** to **Connor Hennebury** as **Son**, a person of suitable age and discretion residing at **Lillian Medina's** usual place of abode.

Said service was made at the address of: **818 South 7th Street, Unit 4, Las Vegas, NV 89101**.

Affiant is, and was, a citizen of the United States, over 18 years of age, and not a party to, nor interested in, the proceeding in which this affidavit is made.

SIGNED and SWORN TO before me on the 19 day of July, 2019 by the affiant who is personally known to me.

NOTARY PUBLIC

HEATHER L. BROOKS
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 14-15254-1
MY APPT. EXPIRES OCTOBER 17, 2022

John Nicholson
Process Server

Legal Express
Nevada License 999/999a
911 South 1st Street
Las Vegas, NV 89101
(702) 877-0200
Our Job Serial Number: 2019000577

Service Fee: $42.50

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8/23/2019 9:55 AM
Steven D. Grierson
CLERK OF THE COURT

ANS

Bonita Spencer
(NAME)
724 West Nelson Avenue
(ADDRESS)
North Las Vegas, NV 89030
(CITY, STATE, ZIP)
(702) 773-7669
(TELEPHONE)
Defendant *Pro S.*

DISTRICT COURT

CLARK COUNTY, NEVADA

John Dattala

Plaintiff,

vs.

Eustachius C. Bursey & Precision Asset, LLC, et al.

Defendant.

Case No.: A-19-794335-C
Dept. No.: 14

ANSWER

Defendant(s), Bonita Spencer, *Pro Se*, hereby submits this Answer to the Complaint on file herein, and alleges and avers as follows:

1. Answering paragraph(s) 7,44,81,103 and 121 of Plaintiff's Complaint, Defendant(s) ADMITS each and every allegation contained therein.

2. Answering paragraph(s) 30, 32, 90-94, 97, 98, 99, 100, 104, 106, 120 of Plaintiff's Complaint, Defendant(s) DENIES each and every allegation contained therein.

3. Answering paragraph(s) 1-6, 8-29, 31, 33-43, 45-89, 95-96, 101, 102, 105, 107-119, 123, of Plaintiff's Complaint, Defendant(s) state(s) that Defendant(s) do(es) not have sufficient knowledge or information upon which to base a belief as to the truth of the allegation contained therein and therefore Defendant(s) DENIES each and every allegation contained therein.

4. Answering paragraph(s) See attached of the Plaintiff's Complaint, Defendant(s) STATE(S)

Case Number: A-19-794335-C

In answering paragraph 30, on April 5, 2019, Dattala presented his Nevada Driver License to Spencer. Spencer inserted Dattala's information into her notary book, Dattala then signed Spencer's notary book, and Spencer notarized Dattala's signature on the presented documents, in the presence of Spencer.

In answering paragraph 32, Spencer placed only her signature, as the Notary Public to the documents. On April 5, 2019, Dattala presented his Nevada Driver License to Spencer. Spencer inserted Dattala's information into her notary book, Dattala then signed Spencer's notary book, and Spencer notarized Dattala's signature on the presented documents, in the presence of Spencer.

In answering paragraphs 90 thru 94, Spencer has never been associated with or employed by WFG and never heard of WFG until receipt of the Amended Complaint.

In answering paragraphs 97 and 98, Spencer has never had any associations with Bursey prior to April 5, 2019 or after.

In answering paragraph 104, on April 5, 2019, Dattala presented his Nevada Driver License to Spencer. Spencer inserted Dattala's information into her notary book, Dattala then signed Spencer's notary book, and Spencer notarized Dattala's signature on the presented documents, in the presence of Spencer.

In answering paragraph 120, Spencer placed only her signature, as the Notary Public to the documents. On April 5, 2019, Dattala presented his Nevada Driver License to Spencer. Spencer inserted Dattala's information into her notary book, Dattala then signed Spencer's notary book, and Spencer notarized Dattala's signature on the presented documents, in the presence of Spencer.

AFFIRMATIVE DEFENSES

1. Defendant(s) hereby incorporate(s) by reference those affirmative defenses enumerated in NRCP 8 as though fully set forth herein, as applicable upon discovery. In the event further investigation or discovery reveals the applicability of any such defenses, Defendant(s) reserve(s) the right to seek leave of court to amend this Answer to more specifically assert any such defense. Such defenses are herein incorporated by reference for the specific purposes of not waiving any such defenses.

__X__. Accord and satisfaction.

__X__. Arbitration and award.

__X__. Assumption of risk.

__X__. Contributory negligence.

__X__. Discharge in bankruptcy.

__X__. Duress.

__X__. Estoppel.

__X__. Failure of consideration.

__X__. Fraud.

__X__. Illegality.

__X__. Injury by fellow servant.

__X__. Laches.

__X__. License.

__X__. Payment.

__X__. Release.

__X__. Res judicata.

__X__. Statute of frauds.

__X__. Statute of limitations.

__X__. Waiver.

2. All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon filing of this Answer. Therefore

Defendant(s) reserve(s) the right to amend this Answer to allege additional affirmative defenses and claims, counter-claims, cross-claims or third-party claims, as applicable, upon further investigation and discovery.

_____. _____

_____.

WHEREFORE, this Answering Defendant prays that this Honorable Court will:

1. Dismiss the Complaint with prejudice or grant Plaintiff a reduced amount based upon the admissions, denials and affirmative defenses, if any, as alleged above herein;

2. Award Defendant(s)'s costs; and

3. Award Defendant(s) such other and further relief as the Court deems just and equitable.

DATED this 23rd day of August, 2019.

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

Bonita Spencer
Defendant *Pro Se*

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 23rd day of August, 2019, I placed a true and correct copy of the foregoing **ANSWER** in the United States Mail at Las Vegas, Nevada, with first-class postage prepaid, addressed to the following:

Benjamin B. Childs, Esq
318 Maryland PKWY
Las Vegas, NV 89101
702.251.0000

Bonita Spencer
Defendant *Pro Se*

Electronically Filed
8/30/2019 10:59 AM
Steven D. Grierson
CLERK OF THE COURT

ACC
DALE K. KLEVEN, ESQ.
Nevada Bar No. 007778
THOMAS M. FRONCZEK, ESQ.
Nevada Bar No. 011380
RELIEF LAWYERS LLC
5550 Painted Mirage Road, Suite 320
Las Vegas, NV 89149
Phone 702-589-7520
Fax 702-577-1075
Email: dale@hrlnv.com
Email: toby@hrlnv.com
Attorney for Defendant/Counterclaimant Eustachius C. Bursey

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA, an individual; Plaintiff, v. EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, a Nevada Limited Liability Company and ACRY DEVELOPMENT LLC [not licensed or domesticated in Nevada as a foreign entity], and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X, Defendants. EUSTACHIUS C. BURSEY, an individual; Counterclaimant, v. JOHN DATTALA, an individual; Counterdefendant.	Case No.: A-19-794335-C Dept. No.: 14 **DEFENDANT EUSTACHIUS C. BURSEY'S ANSWER TO FIRST AMENDED COMPLAINT, JURY DEMAND, AND COUNTERCLAIM**

COMES NOW, Defendant/Counterclaimant EUSTACHIUS C. BURSEY, by and through the attorneys at RELIEF LAWYERS, LLC and hereby answer the Complaint, demands trial by jury, and further Counterclaims against Plaintiff JOHN DATTALA as follows:

I. ANSWER TO COMPLAINT

Defendant MARIA D. LOPEZ, by and through the attorneys at RELIEF LAWYERS,

Case Number: A-19-794335-C

LLC hereby answers Plaintiff's Complaint as follows:

1. Defendant ***Admits*** the allegations contained in paragraphs 9, 11, 39, 42, 44, the second paragraph marked as number 49, 52, 81, 103, and 114 of Plaintiff's First Amended Complaint.

2. Defendant ***Denies*** the allegations contained in paragraphs 12, 13, 14, 15, 16 ,17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 40, 41, 43, 45, 46, 47, the first paragraph marked as number 49, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 82, 87, 88, 89, 95, 96, 97, 98, 99, 100, 101, 102, 104, 106, 107, 108, 109, 110, 111, 112, 113, 115, 116, 117, 118, 119, 120, 121, 122, and 123 of Plaintiff's First Amended Complaint.

3. Defendant is ***Without Sufficient Information*** to answer the allegations contained in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 10, 30, 31, 50, 51, 83, 84, 85, 86, 90, 91, 92, 93, 94, and 105 of Plaintiff's First Amended Complaint, and therefore must ***Deny*** them; or those paragraphs are pled in a manner to be ***Too Vague, Ambiguous, or Non-Specific*** to allow defendant to understand what or to whom the allegations are directed and can not form a conclusive answer, and therefore must be ***Denied***.

4. Any paragraph, factual claim, or allegation not specifically or clearly admitted to or answered above, is hereby ***Denied*** in its entirety.

WHEREFORE, Defendant EUSTACHIUS BURSEY prays that Plaintiff takes nothing by way of the claims against Defendant as stated in its Complaint.

Dated this 30th day of August, 2019.

RELIEF LAWYERS LLC

/s/ Dale K. Kleven, Esq.

DALE K. KLEVEN, ESQ.
Nevada Bar No. 007778
THOMAS M. FRONCZEK, ESQ.
Nevada Bar No. 011380
5550 Painted Mirage Rd., Suite 320
Las Vegas, Nevada 89149
Dale@hrlnv.com
Attorney for Defendant/Counterclaimant Eustachius C. Bursey

II. AFFIRMATIVE DEFENSES TO COMPLAINT

Defendant, EUSTACHIUS C. BURSEY, through Homeowner Relief Lawyers LLC, does hereby provide affirmative defenses as follows:

1. Plaintiff's First Amended Complaint fails to state claims upon which relief can be granted.
2. Plaintiff's First Amended Complaint fails to join a necessary party or parties.
3. If any contracts are found to exist, plaintiff materially breached the alleged contract(s) before any alleged breach of defendant(s).
4. Plaintiff is barred from bringing this action, for failure to comply with the mandatory requirement to first seek non-judicial arbitration, mediation, or other ADR remedy.
5. The agreements and/or promises of defendant(s) alleged in the First Amended Complaint were obtained by undue influence, fraud, mistake, or duress.
6. Defendant alleges that plaintiff has effectively abandoned its claims which are therefore barred.
7. Plaintiff has already received full payment and other consideration for the alleged promises, agreements, transactions or services.
8. That the damages complained of by the Plaintiff were caused in whole or in part by the acts of third persons over whom this answering Defendant had no control, and as a result thereof, Plaintiff is barred from recovery herein.
9. Plaintiff's claims, if any, against the answering Defendant, were waived, extinguished and released, pursuant to previous agreements entered into between plaintiff and defendants.
10. That Defendants have been required to retain the services of an attorney to defend the claims brought by the Plaintiff, and are entitled to an award of reasonable attorney's fees incurred in the defense of this matter.
11. That Plaintiff has failed to mitigate their damages in this matter, and as a result thereof is barred from the recovery herein.
12. The claims Plaintiff is bringing are wholly or contain provision which are unenforceable as being illegal, against public policy, illegal penalties or liquidated damages, and/or is

unconscionable under Nevada law.

13. The agreements as alleged by plaintiff in plaintiffs First Amended Complaint are too uncertain, speculative, and ambiguous in their alleged terms to be specifically enforced; therefore, this Court should deny the relief requested by plaintiff.

14. Defendant is excused because of *force majeure*, in that an extraordinary event or circumstance beyond the control of the parties prevented defendants from fulfilling their legal obligations.

15. Plaintiff's claims are barred because any and all obligations of the Defendant are void by reason of fraud in the inducement, fraudulent misrepresentations, and/or negligent misrepresentations.

16. Defendant has fully performed under all alleged agreements and legal obligations.

17. Plaintiff is barred from recovery by mutual and/or unilateral mistake of fact.

18. Plaintiff is barred from relief because Plaintiff would be unjustly enriched if recovering any further relief from Defendant.

19. That Defendant is entitled to offsets and/or set-offs for damages Plaintiff has caused Defendant, against any damages being claimed by Plaintiff.

20. Defendant is released from any obligations to perform under the alleged contracts and from liability based upon impossibility and/or impracticability of performance.

21. Defendant is released from any obligations to perform under the contracts and from liability based upon accord and satisfaction.

22. That Plaintiff's claims are barred by the doctrine of laches.

23. That Plaintiff's claims against this answering Defendant are barred by the doctrines of promissory, equitable, and/or judicial estoppel.

24. That Plaintiff's claims are barred by bad faith and the doctrine of unclean hands.

25. Defendant alleges that plaintiff hindered the performance/execution of defendants' legal obligations and is therefore barred from bringing this action.

26. The alleged agreements upon which Plaintiff's Claims are based, are void for insufficient, failure, or want of consideration.

27. That the claims of Plaintiff are barred by the relevant statute of limitations.

28. That the claims of plaintiff are barred by the statute of frauds.

29. Defendant allege that the alleged contract is a contract of adhesion and is, therefore, unenforceable.

30. Defendant alleges that the contract(s) in question are unenforceable as contract(s) of usury, and/or bad faith.

31. Defendant alleges that the contract is unconscionable under common law, and pursuant to NRS 104.2302.

32. By plaintiff's own actions, plaintiff has knowingly, voluntarily, and willingly relinquished and abandoned any rights plaintiff may have otherwise had against defendant, and has therefore waived and abandoned those rights.

33. Plaintiff, with full knowledge of all the facts connected with or relating to the transaction alleged in the complaint, ratified and confirmed in all respects the acts of the Defendant by accepting the benefits to plaintiff accruing from such acts.

34. Defendant alleges that the contract is unenforceable, pursuant to NRS 104.2305(3) and/or (4)which requires a price certain and/or completion of the contract for enforceability.

35. The First Amended Complaint fails to allege damages “in excess of $10,000.00" in violation of NRCP 8(a).

36. The First Amended Complaint contains attachments with full social security numbers of one or more parties, in violation of NRS 239B.030.

35. Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have been alleged herein, insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendant’s Answer, and therefor, this answering Defendant reserves the right to amend the Answer to allege additional affirmative defenses, if subsequent

investigation so warrants.

Dated this 30th day of August, 2019

By: /s/ Dale K. Kleven
DALE K. KLEVEN, ESQ.
Nevada Bar No. 007778
THOMAS M. FRONCZEK, ESQ.
Nevada Bar No. 011380
RELIEF LAWYERS LLC
5550 Painted Mirage Road, Suite 320
Las Vegas, NV 89149
Attorney for Defendant/Counterclaimant Eustachius C. Bursey

III. COUNTERCLAIM AGAINST PLAINTIFF ROGELIO MACHUCA

JURISDICTION AND VENUE

1. Defendant/Counterclaimant EUSTACHIUS C. BURSEY is and was at all times referenced herein, an individual residing within Clark County, State of Nevada.

2. Plaintiff/Counterdefendant, JOHN DATTALA, is and was at all times referenced herein, An individual residing within Clark County, State of Nevada.

3. All events described herein occurred within Clark County, Nevada.

4. All events described herein involve the disposition of three pieces of real property known, respectively, as 50 Sacramento Drive, Las Vegas, NV 89110, 140-31-817-001, 59 Sacramento Drive, Las Vegas, NV 89110, 140-31-810-025, and 4029 Colusa Circle, Las Vegas, NV 89110, APN 140-31-817-001, all three of which being located in Clark County, State of Nevada.

GENERAL ALLEGATIONS

5. In December 2016, Defendant EUSTACHIUS BURSEY met Plaintiff JOHN DATTALA.

6. Mr. Dattala was the owner of the real property located at 59 Sacramento Drive, Las Vegas, NV 89110, 140-31-810-025, at which Mr. Bursey was renting a room.

7. Upon information and belief, Plaintiff had worked for Fanny Mae and Freddy Mac in the past.

8. Upon information and belief, Plaintiff had bought and sold multiple properties in the past and was savvy in the area of purchasing real estate.

9. In February 2017, Plaintiff and Defendant were repairing a broken pipe at 59 Sacramento when they had a conversation about Defendant purchasing the property at 4029 Colusa Circle, Las Vegas, NV 89110, APN 140-31-817-001.

10. Plaintiff instead offered his homestead residence at 50 Sacramento Drive because, Plaintiff stated, "the house is repaired and ready for move in versus buying Colusa which has too much damage for move in."

11. At that time, Plaintiff stated that he would finance Defendant, Mr. Bursey, via Owner Finance at $150,000 at an APR of 8%.

12. Downpayment would be discussed at "time of purchase signing."

13. The parties did not further discuss the potential sale of the property(ies) until May 2018.

14. Defendant went to visit Plaintiff in May 2018 and informed Plaintiff that he was still interested in buying the property at 50 Sacramento Drive.

15. Plaintiff stated that he would sell the house at 50 Sacramento to Mr. Bursey if Mr. Bursey could deposit $5000.

16. Mr. Bursey responded that he would give Plaintiff 10% of the $5000 deposit before the first of June so that work could begin on the purchase agreement.

17. The following week, Plaintiff wet with Mr. Bursey and Mr. Bursey paid the $500 as promised.

18. At that same time, the parties executed a purchase agreement with the remainder of the $5000 deposit due on June 15.

19. Mr. Bursey paid this amount before the deadline.

20. After the weekend of June 15, 2018, Mr. Bursey returned from a trip to California and the house at 50 Sacramento was still not ready for Mr. Bursey to move into and Plaintiff had still not moved out of the house.

21. A deed of trust for this transaction was not drafted or executed, and nothing was done through title or escrow at this point.

22. A deed of trust was finally executed and recorded in August 2018.

23. Around Christmas 2018, Mr. Bursey asked Plaintiff about purchasing 59 Sacramento

Drive.

24. Plaintiff responded that Mr. Bursey would have to purchase 4029 Colusa Circle first before Plaintiff would discuss selling 59 Sacramento.

25. Plaintiff verbally offered to sell the Colusa Circle property to Mr. Bursey for $10,000.00, which Mr. Bursey accepted.

26. Mr. Bursey began saving money to make the purchase.

27. Mr. Bursey rented out the 50 Sacramento Drive property for $1400.00 per month form January 2019 through April 2019.

28. At this time Plaintiff agreed to renegotiate the terms of the deed of trust for 50 Sacramento Drive and discharge the deed of trust via reconveyance.

29. This agreement was memorialized by a document titled "Notice of Purchase" which recites that Plaintiff was selling the home at 50 Sacramento to Mr. Bursey for $10,000.00, and was executed by Plaintiff on April 1, 2019.

30. This agreement was also memorialized by a document entitled "Residential Purchase Agreement," which recited the above stated terms: particularly the $10,000.00 sale price for 50 Sacramento. The Residential Purchase Agreement for 50 Sacramento also provided that, in the event of a dispute, and prior to litigation, the parties must first undergo mediation and should that prove unsuccessful, undergo binding arbitration.

31. The parties executed the Residential Purchase Agreement on or about April 15, 2019.

32. On or about April 5, 2019 Plaintiff reconveyed the house to Mr. Bursey for the amount of $1.00.

33. Also, on April 5, 2019, Plaintiff executed a Quitclaim Deed for the Property at 50 Sacramento.

34. Shortly thereafter, Mr. Bursey sold the house at 50 Sacramento to Precision Assets Realty.

35. Before issuing title insurance, and noting the nominal consideration in the Reconveyance, WGF Title sent Plaintiff an Affidavit of Grantor to ensure that the conveyance to Mr. Bursey was knowing and voluntary.

36. On April 7, 2019, Plaintiff once again affirmed the transaction and sale of 50 Sacramento to Mr. Bursey by executing an notarizing the Affidavit of Grantor.

37. In the Affidavit of Grantor, Plaintiff attested that the transfer to Mr. Bursey was knowing, voluntary, valid, and that full ownership of 50 Sacramento had been conveyed to Mr. Bursey without any other agreements in effect.

38. Mr. Bursey used the funds from the sale of 50 Sacramento to purchase both 59 Sacramento as well as 4029 Colusa Circle for $10,000.00 cash each.

39. Plaintiff executed Quitclaim Deeds in favor of Mr. Bursey for each of those two properties as well, which were recorded on April 22, 2019.

40. Purchase agreements were drafted and executed for each of these transactions as well.

41. The Residential Purchase Agreements for 59 Sacramento and 4029 Colusa Circle also provided that, in the event of a dispute, and prior to litigation, the parties must first undergo mediation and should that prove unsuccessful, undergo binding arbitration.

42. Following execution of the Residential Purchase Agreements by the parties, WGF Title Insurance sent Affidavits of Grantor for each of these two properties to Plaintiff to sign, to verify that the Quitclaim Deeds in favor of Mr. Bursey were knowing and voluntary.

43. On April 29, 2019, Plaintiff once again affirmed the transaction and sale of 59 Sacramento to Mr. Bursey by executing and notarizing the Affidavit of Grantor.

44. In the Affidavit of Grantor, Plaintiff attested that the transfer to Mr. Bursey was knowing, voluntary, valid, and that full ownership of 59 Sacramento had been conveyed to Mr. Bursey without any other agreements in effect.

45. On April 29, 2019, Plaintiff once again affirmed the transaction and sale of 4029 Colusa to Mr. Bursey by executing and notarizing the Affidavit of Grantor.

46. In the Affidavit of Grantor, Plaintiff attested that the transfer to Mr. Bursey was knowing, voluntary, valid, and that full ownership of 4029 Colusa had been conveyed to Mr. Bursey without any other agreements in effect.

47. In early May 2019, escrow closed on 59 Sacramento.

48. However, unexpectedly, escrow on 4029 Colusa was held up by the recording of a Lis

Pendens by Plaintiff on May 7, 2019.

49. On this same date, Plaintiff filed a Complaint against Mr. Bursey, Precision, and two other companies for Quiet Title, Declaratory Relief, and also alleging that Mr. Bursey somehow tricked or defrauded Plaintiff into the now thrice-confirmed sales of the three properties to Mr. Bursey.

50. Just before Plaintiff suddenly, fraudulently, and unlawfully recorded a Lis Pendens against 4029 Colusa Circle and filed a lawsuit, Mr. Bursey and his wife had made arrangements to purchase and rehab another home in Detroit, with the funds from the sales of the three properties here.

FIRST CAUSE OF ACTION
Slander of Title

51. Defendant/Counterclaimant repeats, realleges and incorporates each and every allegation set forth in every foregoing paragraph of this Complaint as if detailed in full herein, and further asserts as follows:

52. The Lis Pendens recorded by Plaintiff against the subject property is invalid, illegal, fraudulent, without consideration, and void.

53. Defendant has been and will be financially damaged as a result of the illegal and improper Lis Pendens recorded against the Property by the Plaintiff/Counterdefendant.

54. Defendant has had to hire an attorney to defend this lawsuit and clear the Lis Pendens, and may lose an opportunity to sell the Property, and also incur further financial loss as a result of Plaintiff's acts and/or omissions.

55. Defendant/Counterclaimant has incurred damages in excess of $15,000 as a result of the Plaintiff's actions and is entitled to receive the same, plus an award of attorney's fees and costs under Nevada Revised Statutes, Chapter 18.

SECOND CAUSE OF ACTION
Invalid Lis Pendens - NRS 205.395(5)

56. Defendant/Counterclaimant realleges and reaffirms the allegations contained in all preceding paragraphs to this Complaint, as though set forth in full herein and further alleges, as follows:

57. On or about May 7, 2019, Plaintiff clouded title to Defendant's property by recording a Lis Pendens against the Colusa property, despite Plaintiff knowing or having reason to know that the document was groundless, contains a material misstatement or false claim and/or is otherwise invalid.

58. In particular, by virtue of having previously conveying full title of the Colusa property to Defendant, and then affirming the transfer on multiple subsequent occasions, Plaintiff knew or should have known that he had no legally cognizable interest in the subject property and was aware of that fact.

59. Nevertheless, Plaintiff still encumbered Defendant's property by filing the groundless Lis Pendens.

60. On or about May 22, 2019, Defendant, through his counsel, sent Plaintiff a demand to lift the illegally recorded Lis Pendends.

61. To date, Plaintiff has still not removed the invalid Lis Pendens.

62. As a result, Defendant has been damaged by losing the income from a potential sale of his house, as well as by being exposed to the instant lawsuit.

63. As a result, Defendant has been damaged in excess of $15,000 and is entitled to recover the same together with costs and attorney's fees pursuant to NRS 205.395(5).

64. Because Plaintiff acted intentionally and with malice, Defendant is entitled to punitive and exemplary damages in an amount to be determined by the trier of fact.

65. That, due to the conduct of Plaintiff, Defendant has furthermore been forced to retain the services of the undersigned, a, duly licensed attorney, and is entitled to recover reasonable attorney's fees for having brought the underlying action.

THIRD CAUSE OF ACTION
Abuse of Process

66. Defendant/Counterclaimant realleges and reaffirms the allegations contained in all preceding paragraphs to this Complaint, as though set forth in full herein and further alleges, as follows:

67. The elements of abuse of process are that, first, that there existed in the mind of the Plaintiff, at the time that he or she initiated the matter, an ulterior motive, and, secondly, that there was an act in the use of the process other than such as would be proper in the regular prosecution of the cause of action.

68. Plaintiff, as the party initiating the action against Defendant via the Complaint, brought the same with a bad faith ulterior motive.

69. In particular, the Complaint was not brought for the purported purpose of enforcing and/or redressing a legally cognizable interest belonging to Plaintiff in the subject property.

70. Instead, the Complaint was knowingly brought to enforce an interest in the property which was fraudulently obtained, without consideration, and not legally binding, as described above.

71. As a result of the Plaintiff's conduct, Defendant has sustained substantial damage including the loss of a potential sale of the home as well as being exposed to the instant lawsuit.

72. Plaintiff has acted arbitrarily and capriciously in bringing the Complaint against Defendant.

73. Plaintiff brought his Complaint against Defendant with bad faith motives, including but not limited to the intent to unduly burden, annoy, or harass, or to coerce a settlement without Plaintiff having a legal basis for doing so.

74. Due to the actions by Plaintiff, Defendant has been damaged in an amount in excess of $15,000.00 and is entitled to the same. Additionally, Plaintiff's actions were prompted by malice and their intentional acts entitle Defendant to punitive damages.

75. Additionally, Defendant has been required to incur attorneys fees costs in defending this frivolous action and requests that the Court grant said fees and costs.

FOURTH CAUSE OF ACTION
Declaratory Relief - NRS 30.010 et. Seq.

76. Defendant/Counterclaimant realleges and reaffirms the allegations contained in all preceding paragraphs to this Complaint, as though set forth in full herein and further alleges, as follows:

77. Defendant/Counterclaimant asks the Court to issue an Order declaring that the Lis Pendens was recorded without Plaintiff owning any cognizable legal interest in the underlying property, and must be released, and that Defendant EUSTACHIUS C. BURSEY is the full, legal, and undisputed owner of the Colusa Property.

JURY DEMAND

Defendant/Counterclaimant EUSTACHIUS C. BURSEY hereby demands that all issues triable before a jury, are tried in front of a jury, pursuant to NRCP 38.

PRAYER

WHEREFORE, Defendant/Counterclaimant EUSTACHIUS C. BURSEY prays for the following:

1. That Plaintiff takes nothing by way of its claims against Defendant EUSTACHIUS C. BURSEY.

2. That the Court issue an Order declaring that the Lis Pendens was recorded without Plaintiff owning any cognizable legal interest in the underlying property, and must be released, and also that Defendant EUSTACHIUS C. BURSEY is the full, legal, and undisputed owner of the Colusa Property.

5. Exemplary and punitive damages, in a sum in excess of $15,000;

6. Attorney's fees and costs of litigation pursuant to NRS 205.395(5) and NRCP 11;

7. Pre judgment interest; and

8. For any further relief as the trier of fact and court may deem fair and proper in this case.

Dated: This 30th day of August, 2019.

Respectfully submitted,

RELIEF LAWYERS, LLC

By: /s/ Dale K. Kleven
DALE K. KLEVEN, ESQ.
Nevada Bar No. 007778
THOMAS M. FRONCZEK, ESQ.
Nevada Bar No. 011380
5550 Painted Mirage Rd., Ste. 320
Las Vegas, NV 89149
Attorney for Defendant/Counterclaimant

CERTIFICATE OF SERVICE

Pursuant to NRCP 5, and EDCR 8.05, the above document was served on the 30th day of August, 2019 to all parties registered with the electronic filing system, via e-service, to all parties on the e-service list on the Odyssey electronic case management system for this case.

/s/Kim McGowan
AN EMPLOYEE OF RELIEF LAWYERS LLC.

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9/5/2019 8:41 AM
Steven D. Grierson
CLERK OF THE COURT

ANS
JONATHAN J. HANSEN, ESQ.
Nevada Bar No. 7002
JOEL F. HANSEN, ESQ.
Nevada Bar No. 1876
HANSEN & HANSEN, LLC
9030 W. Cheyenne Ave. #210
Las Vegas, NV 89131
(702) 906-1300: office
(702) 620-5732: facsimile
jfhansen@hansenlawyers.com
Attorney for Defendant Lillian Medina

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATALLA, Plaintiff, v. EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X, Defendants	CASE NO. A-19-794335-C DEPT. NO. 14

ANSWER TO FIRST AMENDED COMPLAINT

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

I.

Answering Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 45, 46, 47, 49, 49, 50, 51, 52, 53, and 54 of Plaintiff's Complaint, this answering Defendant alleges that she does not have sufficient knowledge or

Case Number: A-19-794335-C

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.

II.

Answering Paragraphs 34, 35, 36, 37, and 55 of the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained therein.

III.

Answering Paragraphs 38, 39, 40, 41, 42, 43, and 44 of the Plaintiff's Complaint, this answering Defendant admits each and every allegation contained therein.

IV.

Answering Paragraph 56 of the First Cause of Action of the Plaintiff's Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 55 as though set forth fully herein.

V.

Answering Paragraph 57 of Plaintiff's 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.

VI.

Answering Paragraph 58 of the Second Cause of Action of the Plaintiff's Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 57 as though set forth fully herein.

VII.

Answering Paragraphs 59, 60, and 61 of the Second Cause of Action of Plaintiff's 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.

VIII.

Answering Paragraph 62 of the Third Cause of Action of the Plaintiff's Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 61 as though set forth fully herein.

IX.

Answering Paragraphs 63, 64, 65, and 66 of the Third Cause of Action of Plaintiff's 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.

X.

Answering Paragraph 67 of the Fourth Cause of Action of the Plaintiff's Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 66 as though set forth fully herein.

XI.

Answering Paragraphs 68, 69, 70, and 72 of the Fourth Cause of Action of the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained therein.

XII.

Answering Paragraph 71 of the Fourth Cause of Action of the Plaintiff's Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in any sum whatsoever.

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/ / /

XIII.

Answering Paragraph 73 of the Fifth Cause of Action of the Plaintiff's Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 72 as though set forth fully herein.

XIV.

Answering Paragraphs 74, 75, 76, 77, 78, and 79 of the Fifth Cause of Action of Plaintiff's 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.

XV.

Answering Paragraph 80 of the Sixth Cause of Action of the Plaintiff's Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 79 as though set forth fully herein.

XVI.

Answering Paragraph 81 of the Sixth Cause of Action of the Plaintiff's Complaint, this answering Defendant admits each and every allegation contained therein.

XVII.

Answering Paragraphs 82, 83, 86 and 88 of the Sixth Cause of Action of the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained therein.

XIII.

Answering Paragraphs 84 and 85 of the Sixth Cause of Action of Plaintiff's 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.

XIX.

Answering Paragraph 87 of the Sixth Cause of Action of the Plaintiff's Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in any sum whatsoever.

XX.

Answering Paragraph 89 of the Seventh Cause of Action of the Plaintiff's Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 88 as though set forth fully herein.

XXI.

Answering Paragraphs 90 and 95 of the Seventh Cause of Action of the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained therein.

XXII.

Answering Paragraphs 91, 92 and 93 of the Seventh Cause of Action of Plaintiff's 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.

XXIII.

Answering Paragraph 94 of the Seventh Cause of Action of the Plaintiff's Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in any sum whatsoever.

XXIV.

Answering Paragraph 96 of the Eighth Cause of Action of the Plaintiff's Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 95 as though set forth fully herein.

XXV.

Answering Paragraphs 97, 98, and 99 of the Eighth Cause of Action of Plaintiff's 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.

XXVI.

Answering Paragraph 100 of the Eighth Cause of Action of the Plaintiff's 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 obtained therein, and further denies that the Plaintiff was damaged in the sums alleged or in any sum whatsoever.

XXVII.

Answering Paragraph 101 of the Eighth Cause of Action of the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained therein.

XXVIII.

Answering Paragraph 102 of the Ninth Cause of Action of the Plaintiff's Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 101 as though set forth fully herein.

XXIX.

Answering Paragraph 103 of the Ninth Cause of Action of the Plaintiff's Complaint, this answering Defendant admits each and every allegation contained therein.

XXX.

Answering Paragraphs 104 and 105 of the Ninth Cause of Action of Plaintiff's 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.

XXXI.

Answering Paragraph 106 of the Ninth Cause of Action of the Plaintiff's 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 obtained therein, and further denies that the Plaintiff was damaged in the sums alleged or in any sum whatsoever.

XXXII.

Answering Paragraph 107 of the Ninth Cause of Action of the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained therein.

XXXIII.

Answering Paragraph 108 of the Tenth Cause of Action of the Plaintiff's Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 107 as though set forth fully herein.

XXXIV.

Answering Paragraphs 109 and 110 of the Tenth Cause of Action of Plaintiff's 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.

XXXV.

Answering Paragraph 111 of the Tenth Cause of Action of the Plaintiff's 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 obtained therein, and further denies that the Plaintiff was damaged in the sums alleged or in any sum whatsoever.

XXXVI.

Answering Paragraph 112 of the Tenth Cause of Action of the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained therein.

XXXVII.

Answering Paragraph 113 of the Fourteenth Cause of Action of the Plaintiff's Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 112 as though set forth fully herein.

XXXVIII

Answering Paragraphs 114 and 115 of the Fourteenth Cause of Action of Plaintiff's 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.

XXXIX.

Answering Paragraph 116 of the Fourteenth Cause of Action of the Plaintiff's 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 obtained therein, and further denies that the Plaintiff was damaged in the sums alleged or in any sum whatsoever.

XXXX.

Answering Paragraph 117 of the Fourteenth Cause of Action of the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained therein.

/ / /

XXXXI.

Answering Paragraph 118 of the Fifteenth Cause of Action of the Plaintiff's Complaint this answering Defendant restates and realleges her answers to paragraph 1 through 117 as though set forth fully herein.

XXXXII.

Answering Paragraphs 119 and 121 of the Fifteenth Cause of Action of Plaintiff's 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.

XXXXIII.

Answering Paragraphs 120 and 123 of the Fifteenth Cause of Action of the Plaintiff's Complaint, this answering Defendant denies each and every allegation contained therein.

XXXXIV.

Answering Paragraph 122 of the Fifteenth Cause of Action of the Plaintiff's Complaint, this answering Defendant denies that the Plaintiff was damaged in the sums alleged or in any sum whatsoever.

AFFIRMATIVE DEFENSES
FIRST AFFIRMATIVE DEFENSE

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

SECOND AFFIRMATIVE DEFENSE

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

THIRD AFFIRMATIVE DEFENSE

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

FOURTH AFFIRMATIVE DEFENSE

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

FIFTH AFFIRMATIVE DEFENSE

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

SIXTH AFFIRMATIVE DEFENSE

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

SEVENTH AFFIRMATIVE DEFENSE

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

EIGHTH AFFIRMATIVE DEFENSE

Should this Defendant be found liable to Plaintiff, which liability is expressly denied, Defendant is entitled to have any award against him abated, reduced or eliminated to the extent that

the negligence, carelessness, fault, or defects caused by the remaining parties in this action, or by other persons, corporations or business entitles who contributed to Plaintiff's damages if any.

NINTH AFFIRMATIVE DEFENSE

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

TENTH AFFIRMATIVE DEFENSE

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

ELEVENTH AFFIRMATIVE DEFENSE

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

TWELFTH AFFIRMATIVE DEFENSE

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

THIRTEENTH AFFIRMATIVE DEFENSE

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

FOURTEENTH AFFIRMATIVE DEFENSE

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

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/ / /

FIFTEENTH AFFIRMATIVE DEFENSE

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

SIXTEENTH AFFIRMATIVE DEFENSE

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

SEVENTEENTH AFFIRMATIVE DEFENSE

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

EIGHTEENTH AFFIRMATIVE DEFENSE

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

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

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

DATED this 5th day of September 2019.

HANSEN & HANSEN, LLC.

BY: /s/ Joel F. Hansen
JONATHAN J. HANSEN, ESQ.
Nevada Bar No. 7002
JOEL F. HANSEN, EQ.
Nevada Bar No. 1876
9030 W. Cheyenne Ave. #210
Las Vegas, NV 89129
Attorney for Defendant Lillian Medina

CERTIFICATE OF SERVICE

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

X 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.

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

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

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

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

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

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

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9/24/2019 6:43 PM
Steven D. Grierson
CLERK OF THE COURT

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

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

Defendant

==========

EUSTACHIUS C. BURSEY

Counterclaimant

vs.

JOHN DATTALA

Counterdefendant

==========

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

JOHN DATTALA'S

ANSWER TO

EUSTACHIUS C. BURSEY'S COUNTERCLAIM

Comes now Plaintiff/Counterdefendant JOHN DATTALA [Plaintiff herein], through counsel, Benjamin B. Childs, Sr. and for his Answer to Defendant EUSTACHIUS C. BURSEY'S [Bursey herein] Counterclaim, states as follows:

1. Plaintiff admits paragraphs 1 through 7 inclusive, 47, 49, and 67 of the Counterclaim.

2. Plaintiff denies paragraphs 8, 9, 10 through 34 inclusive, 37, 39, 40 through 46 inclusive, 52 through 56 inclusive, 58, 59, 62 through 65 inclusive, and 68 through 75 inclusive of the Counterclaim.

3. Paragraphs 51, 57, 66 and 76 are reallegation paragraphs and Plaintiff incorporates his responses above in response to the reallegation paragraphs.

4. Plaintiff is without knowledge sufficient to either admit or deny paragraphs 35, 48 and 50 of the Counterclaim.

5. Plaintiff admits in part and denies in part the following paragraphs of the Counterclaim :

Paragraph 36. Plaintiff admits executing an Affidavit, which was obviously altered after his signature since it references an event that happened after the execution of the affidavit. Plaintiff denies that he "affirmed the transaction and sale of 50 Sacramento to Mr. Bursey" since Plaintiff was never, paid the amount owned by Bursey to Plaintiff for the purchase by Bursey of the 50 Sacramento property, which was transferred by Deed of Trust in the amount of $150,000, owed by Bursey to Plaintiff.

Paragraph 38. Plaintiff acknowledges that Bursey used the funds he wrongfully obtained from selling 50 Sacramento without paying the amount Bursey owned to Plaintiff from Bursey's purchase of the 50 Sacramento property, which was transferred by Deed of Trust in the amount of $150,000, owed by Bursey to Plaintiff. Plaintiff denies that Bursey purchased "both 59 Sacramento as well as 4029 Colusa Circle for $10,000 cash each."

Paragraph 57. Plaintiff admits clouding the title to the Colusa property, but denies the remainder of that paragraph.

Paragraph 60. Plaintiff admits Bursey's attorney sent a demand on or about May 22, 2019, but denies the remainder of that paragraph.

Paragraph 61. Plaintiff admits that he has not removed the Lis Pendens. Plaintiff denies that the Lis Pendens is invalid.

Paragraph 77. Plaintiff admits Bursey's prayer, but denies he is entitled to the relief requested.

AFFIRMATIVE DEFENSES

For the specific purpose of not waiving any defenses, Plaintiff incorporates by reference all affirmative defenses set forth in NRCP 8 as though fully set forth herein. Further, the following specific affirmative defenses are asserted.

1. Estoppel
2. Waiver
3. Clean hands
4. Accord and satisfaction
5. Breach of contract
6. Fraud
7. Failure to form a contract based on lack or insufficiency of consideration.
8. Failure to form a contract based on no meeting of the minds.
9. Statute of Frauds.
10. Forgery of documents by Bursey
11. The Counterclaim fails to state claims upon which relief can be granted.

WHEREFORE, PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS :

1. That Bursey take nothing from its Counterclaim; and
2. That Plaintiff be awarded his attorney fees and costs of this suit; and
3. For such other relief which this court deems appropriate and just.

/s/ Benjamin B. Childs

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

CERTIFICATE OF ELECTRONIC SERVICE

This ANSWER TO COUNTERCLAIM was served through the Odessey File and Serve system to all opposing counsel and Bonita Spencer. Electronic service is in place of service by mailing.

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

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3/2/2020 10:38 AM
Steven D. Grierson
CLERK OF THE COURT

ANS / CC
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aabao@wolfewyman.com

Attorneys for Defendants/Counter-Claimants
PRECISION ASSETS LLC and WFG NATIONAL TITLE INSURANCE COMPANY

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

v.

EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, a Nevada Limited Liability Company and ACRY DEVELOPMENT LLC, [not licensed or domesticated in Nevada as a foreign entity], and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS 1 through X,

Defendants.

WFG NATIONAL TITLE INSURANCE COMPANY AND PRECISION ASSETS LLC,

Counter-Claimants,

v.

JOHN DATTALA,

Counter-Defendants.

WFG NATIONAL TITLE INSURANCE COMPANY AND PRECISION ASSETS LLC,

Cross-Claimants,

v.

EUSTACHIUS C. BURSEY, LILLIAN MEDINA,

Cross-Defendants.

Case No: A-19-794335-C
Dept. No.: 14.

PRECISION ASSETS LLC AND WFG NATIONAL TITLE INSURANCE COMPANY'S ANSWER TO FIRST AMENDED COMPLAINT; COUNTERCLAIM

WOLFE & WYMAN LLP
ATTORNEYS & COUNSELORS AT LAW

PRECISION ASSETS LLC ("Precision") and WFG NATIONAL TITLE INSURANCE COMPANY ("WFG") (sometimes hereinafter referred to as "Defendants"), by and through their counsel of record, WOLFE & WYMAN LLP, hereby answer the First Amended Complaint of JOHN DATTALA ("Plaintiff") as follows:

PLAINTIFF'S ALLEGATIONS OF FACT

A. IDENTITY AND RESIDENCES OF THE PARTIES AND JURISDICTIONAL STATEMENT

1. Answering paragraph 1 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

2. Answering paragraph 2 of the First Amended Complaint, Precision admit the allegations in this paragraph.

3. Answering paragraph 3 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

4. Answering paragraph 4 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

5. Answering paragraph 5 of the First Amended Complaint, WFG denies Lillian Medina was an employee or agent of WFG. As to the remainder of the allegations, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

6. Answering paragraph 6 of the First Amended Complaint, WFG admits it does business in Clark County, Nevada as a title insurance company. WFG denies the remaining allegations in this paragraph.

7. Answering paragraph 7 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

8. Answering paragraph 8 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

9. Answering paragraph 9 of the First Amended Complaint, Answering Defendants admit this Court has jurisdiction.

B. TRANSACTIONS RESULTING IN THIS LAWSUIT

10. Answering paragraphs 10-48 of the First Amended Complaint, these allegations are not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

11. Answering paragraph 49 of the First Amended Complaint, Answering Defendants admit there is a Grant, Bargain and Sale Deed recorded on April 15, 2019 for $95,000.00 from Defendant Bursey to Precision. Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the remaining allegations asserted and therefore deny said allegations.

12. Answering paragraph 50 of the First Amended Complaint, Answering Defendants admit there is a Deed of Trust recorded on April 18, 2019 in the amount of $149,675.61 from Precision to Aery Development, LLC.

13. Answering paragraph 51 of the First Amended Complaint, Answering Defendants admit there is a Grant, Bargain and Sale Deed recorded on May 2, 2019 for $130,000.00 from Defendant Bursey to Precision. Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the remaining allegations asserted and therefore deny said allegations.

14. Answering paragraphs 52-55 of the First Amended Complaint, these allegations are not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

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FIRST CAUSE OF ACTION

(Quiet Title)

15. Answering paragraph 56 of the First Amended Complaint, Answering Defendants repeat and reallege their responses to Paragraphs 1 through 55 above, and incorporate them by reference as though fully stated herein.

16. Answering paragraph 57 of the First Amended Complaint, this paragraph contains conclusions of law that do not require a response. To the extent a response is required, Precision denies the allegations.

SECOND CAUSE OF ACTION

(Declaratory Relief)

17. Answering paragraph 58 of the First Amended Complaint, Answering Defendants repeat and reallege their responses to Paragraphs 1 through 57 above, and incorporate them by reference as though fully stated herein.

18. Answering paragraph 59 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

19. Answering paragraph 60 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

20. Answering paragraph 61 of the First Amended Complaint, this paragraph contains conclusions of law that do not require a response. To the extent a response is required, Answering Defendants deny the allegations.

THIRD CAUSE OF ACTION

(Fraudulent Conveyance as to Defendant Bursey)

21. Answering paragraphs 62-66 of the First Amended Complaint, these allegations are not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

FOURTH CAUSE OF ACTION

(Civil Conspiracy as to Defendants Bursey and Medina)

22. Answering paragraphs 67-72 of the First Amended Complaint, these allegations are not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

FIFTH CAUSE OF ACTION

(Common Law Fraud as to Defendant Bursey)

23. Answering paragraphs 73-79 of the First Amended Complaint, these allegations are not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

SIXTH CAUSE OF ACTION

(Negligence Per Se as to Defendant Medina and WFG)

24. Answering paragraph 80 of the First Amended Complaint, Answering Defendants repeat and reallege their responses to Paragraphs 1 through 79 above, and incorporate them by reference as though fully stated herein.

25. Answering paragraph 81 of the First Amended Complaint, this paragraph contains conclusions of law that do not require a response. To the extent a response is required, WFG denies the allegations.

26. Answering paragraph 82 of the First Amended Complaint, this paragraph contains conclusions of law that do not require a response. To the extent a response is required, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

27. Answering paragraph 83 of the First Amended Complaint, WFG denies the allegations.

28. Answering paragraph 84 of the First Amended Complaint, this paragraph contains conclusions of law that do not require a response. To the extent a response is required, WFG denies

the allegations in this paragraph.

29. Answering paragraph 85 of the First Amended Complaint, this paragraph contains conclusions of law that do not require a response. To the extent a response is required, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

30. Answering paragraph 86 of the First Amended Complaint, WFG denies the allegations.

31. Answering paragraph 87 of the First Amended Complaint, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

32. Answering paragraph 88 of the First Amended Complaint, Answering Defendants deny WFG should be required to pay attorneys' fees and costs incurred by Plaintiff in this action. Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the remaining allegations asserted and therefore deny said allegations.

SEVENTH CAUSE OF ACTION

(Failure to Supervise, Inadequate Training and Education as to Defendant WFG)

33. Answering paragraph 89 of the First Amended Complaint, Answering Defendants repeat and reallege their responses to Paragraphs 1 through 89 above, and incorporate them by reference as though fully stated herein.

34. Answering paragraph 90 of the First Amended Complaint, WFG denies the allegations.

35. Answering paragraph 91 of the First Amended Complaint WFG denies the allegations.

36. Answering paragraph 92 of the First Amended Complaint, WFG denies the allegations.

37. Answering paragraph 93 of the First Amended Complaint, WFG denies the allegations.

38. Answering paragraph 94 of the First Amended Complaint, WFG is without sufficient

knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

39. Answering paragraph 95 of the First Amended Complaint, WFG is without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

EIGHTH CAUSE OF ACTION

(Civil Conspiracy as to Defendants Bursey and Spencer)

40. Answering paragraphs 96-101 of the First Amended Complaint, these allegations are not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

NINTH CAUSE OF ACTION

(Negligence Per Se as to Defendant Spencer)

41. Answering paragraphs 102-107 of the First Amended Complaint, these allegations are not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

TENTH CAUSE OF ACTION

(Breach of Contract as to Defendant Bursey)

42. Answering paragraphs 108-112 of the First Amended Complaint, these allegations are not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

FOURTEENTH CAUSE OF ACTION[1]

(Breach of Implied Covenant of Good Faith and Fair Dealing as to Defendant Bursey)

43. Answering paragraphs 113-117 of the First Amended Complaint, these allegations are

[1] The First Amended Complaint does not assert an Eleventh, Twelfth or Thirteenth Cause of Action.

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not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

FIFTEENTH CAUSE OF ACTION

(RICO As to Defendants Bursey, Medina and Spencer)

44. Answering paragraphs 118-123 of the First Amended Complaint, these allegations are not asserted against Answering Defendants. Thus, Answering Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations asserted and therefore deny said allegations.

AFFIRMATIVE DEFENSES

The Answering Defendants assert the following affirmative defenses in response to the First Amended Complaint. These defenses are alleged in the alternative and does not admit any of the allegations contained in the First Amended Complaint.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

Answering Defendants are informed and believe, and thereupon allege that neither the First Amended Complaint nor any cause of action in the First Amended Complaint states facts sufficient to constitute a cause of action against Answering Defendants.

SECOND AFFIRMATIVE DEFENSE

(Laches)

Answering Defendants are informed and believe, and thereupon allege that the actions filed in this case are not maintainable under the doctrine of laches because of Plaintiff's prejudicial delay in asserting them.

THIRD AFFIRMATIVE DEFENSE

(Unclean Hands)

Answering Defendants are informed and believe, and thereupon allege that the Plaintiff has "unclean hands" with regard to the relief sought in the First Amended Complaint and is therefore barred from obtaining such relief.

FOURTH AFFIRMATIVE DEFENSE

(In Pari delicto/Illegality of Conduct)

Answering Defendants are informed and believe, and thereupon allege that the Plaintiff engaged in illegal conduct or is otherwise in pari delicto and is therefore barred from obtaining such relief as alleged in the First Amended Complaint.

FIFTH AFFIRMATIVE DEFENSE

(Bona Fide Purchaser)

Answering Defendants are informed and believe, and thereupon allege that Precision Assets LLC is a bona fide purchaser for value, including but not limited to, NRS §111.180.

SIXTH AFFIRMATIVE DEFENSE

(Contributory Negligence/Comparative Negligence)

Answering Defendants are informed and believe, and thereupon allege that the actions filed in this case are not maintainable against Answering Defendants, because their negligence, if any, is exceeded by that of Plaintiff and/or Plaintiff is solely responsible for his own injuries, if any.

SEVENTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

Answering Defendants are informed and believe, and thereupon allege that Plaintiff, at all material times, calculated, knew, and understood the risks inherent in the situations, actions, omissions, and transactions upon which it now bases its various claims for relief, and with such knowledge, Plaintiff undertook and thereby assumed such risks and is consequently barred from all recovery by such assumption of risk.

EIGHTH AFFIRMATIVE DEFENSE

(Fraud and Deceit of Other Parties)

Answering Defendants are informed and believe, and thereupon allege, that Plaintiff's 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.

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NINTH AFFIRMATIVE DEFENSE

(Waiver)

Answering Defendants are informed and believe, and thereupon allege that the Plaintiff has waived the right to maintain the actions filed in this case.

TENTH AFFIRMATIVE DEFENSE

(No Liability for Third Party Acts)

Answering Defendants are informed and believe, and thereupon allege, that Answering Defendants are not liable for the independent acts of third parties and Plaintiff's injuries and damages, if any, are attributable to acts of third parties.

ELEVENTH AFFIRMATIVE DEFENSE

(Mitigation of Damages)

Plaintiff's alleged injuries and damages, if any, were aggravated by Plaintiff's failure to use reasonable diligence to mitigate them.

TWELFTH AFFIRMATIVE DEFENSE

(Estoppel)

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

THIRTEENTH AFFIRMATIVE DEFENSE

(Election of Remedies)

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

FOURTEENTH AFFIRMATIVE DEFENSE

(No Violation of Statute)

Answering Defendants have not violated any of the statutes alleged in the First Amended Complaint.

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FIFTEENTH AFFIRMATIVE DEFENSE

(No Duty of Care)

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

SIXTEENTH AFFIRMATIVE DEFENSE

(Compliance with Legal Standard of Care)

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

SEVENTEENTH AFFIRMATIVE DEFENSE

(Speculative Damages)

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

EIGHTEENTH AFFIRMATIVE DEFENSE

(No Damages)

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

NINETEENTH AFFIRMATIVE DEFENSE

(Multiple Causation)

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

TWENTITH AFFIRMATIVE DEFENSE

(Intervening and Superseding Cause)

The damages of which Plaintiff alleges, if any, were proximately caused and contributed to by the acts of other defendants, persons, and entities, and said acts were the intervening and superseding causes of injuries and damages, if any, of which Plaintiff complains, and should thus

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bar Plaintiff from any recovery from Defendants.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Lack of Proximate Cause)

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

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Right to Add Additional Affirmative Defenses)

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

WHEREFORE, Answering Defendants PRECISION ASSETS LLC and WFG NATIONAL TITLE INSURANCE COMPANY pray as follows:

1. That Plaintiff John Dattala take nothing by his First Amended Complaint;
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: March 2, 2020

WOLFE & WYMAN LLP

By: _____

ANDREW A. BAO, ESQ.
Nevada Bar No. 10508
6757 Spencer St.
Las Vegas, NV 89119
Attorneys for **Defendants/Counter-Claimants PRECISION ASSETS LLC and WFG NATIONAL TITLE INSURANCE COMPANY**

COUNTERCLAIM

Pursuant to Rule 13 of the Nevada Rules of Civil Procedure, PRECISION ASSETS LLC ("Precision" or "Counter-Claimant"), by and through their counsel of record, WOLFE & WYMAN LLP, hereby counterclaim against JOHN DATTALA ("Dattala") and Roes 1-10 as follows:

PARTIES, JURISDICTION & VENUE

1. This action concerns the parties' rights to a parcel of real property located at 50 Sacramento Drive, Las Vegas, NV. 89110; and 59 Sacramento Drive, Las Vegas NV.89110 ("50 Sacramento" and "59 Sacramento," respectively).

2. Precision, at all relevant times, was and is a limited liability company, organized and existing in Nevada and authorized to do business in Clark County, Nevada.

3. JOHN DATTALA ("Dattala"), on information and belief, at all relevant times, was and is a resident Clark County, Nevada.

4. ROES I through 10 are fictitious names of individuals, partnerships, other business entities and anyone claiming any interest to 50 Sacramento or 59 Sacramento. Such persons' names and capacities are not presently known to Precision. Upon information and belief, such parties may claim an interest in 50 Sacramento and/or 59 Sacramento that is adverse to Precision. When their true names and capacities are ascertained, Precision seek leave to amend this Counterclaim to allege their true names and capacities.

5. Jurisdiction and venue are proper because this action relates to the ownership and title of certain real properties that are located in Clark County, Nevada.

GENERAL ALLEGATIONS

A. 50 Sacramento

6. In April 2019, Precision agreed to purchase 50 Sacramento from Defendant Eustachius C. Bursey ("Bursey"). WFG National Title Company ("WFG"), a nationally known title and escrow company, provided the escrow and title services to complete this transaction.

7. As part of the 50 Sacramento transaction, Dattala executed a notarized affidavit asserting, amongst other representations, that: a) Dattala had previously sold 50 Sacramento to Bursey; b) A quit claim deed recorded on April 8, 2019, in the Clark County Records as instrument

number 20190408-0002603 ("50 Sacramento Quit Claim Deed"), memorialized the arms-length nature of Dattala's and Bursey's transaction; c) that the transaction between Dattala and Bursey was a valid transfer of ownership and Dattala did not claim any further ownership of 50 Sacramento; d) Dattala previously gave possession of 50 Sacramento to Bursey and that Dattala did not enter into any other agreement with Bursey regarding 50 Sacramento.

8. At the time of this transaction, WFG researched title to 50 Sacramento on several occasions, including but not limited to a preliminary title report. The multiple title reports did not reflect that Dattala had any title interest in 50 Sacramento once the 50 Sacramento Quit Claim Deed was recorded.

9. On the contrary, Dattala was shown to have a lien interest in 50 Sacramento, evidenced by a deed of trust dated June 3, 2018, securing a note balance of $150,000 to Bursey as the borrower and in favor of Dattala as the Lender and Trustee, recorded in the Clark County Records as instrument number 20180802-0002960 ("2018 Deed of Trust"). The 2018 Deed of Trust was extinguished via a Deed of Full Reconveyance, notarized and executed by Dattala on April 5, 2019 and recorded in the Clark County Records as instrument number 20190408-0001531.

10. Furthermore, Bursey executed an affidavit that there were no other known mortgages or deeds of trust encumbering 50 Sacramento. Bursey further executed an owner's affidavit stating that there were no other known persons with possession of 50 Sacramento or any other known liens or encumbrances other than what was disclosed in escrow.

11. At no time was Precision informed or made aware of any other information from any party relating to the 50 Sacramento transaction to create a reasonable inference, suspicion or possibility that an investigation beyond the normal, industry standard due diligence conducted during escrow was necessary relating to title to 50 Sacramento.

12. As a result of Dattala's actions above and the thorough investigation into title to 50 Sacramento, Precision paid a $100,000.00 ($95,000 contract price and $5,000 earnest money deposit) purchase price to Bursey to purchase 50 Sacramento. Inclusive of all fees and costs, including satisfying all other third-party liens against 50 Sacramento, a total of $111,675.61 was paid to escrow, and WFG then disbursed said monies to Bursey and other parties upon close of

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escrow.

13. On April 15, 2019, a Grant, Bargain and Sale Deed was recorded in the Clark County Records as instrument number 20190415-0002065, memorializing Precision's purchase of 50 Sacramento from Bursey.

14. As part of purchasing 50 Sacramento, Precision borrowed $149,675.61 from Acry Development, LLC, secured by a Deed of Trust and recorded on April 18, 2019 against 50 Sacramento, in the Clark County Records as instrument number 20190418-0000558. Precision also obtained an owner's policy of title insurance from WFG, completing this arms-length transaction.

15. After the completion of the 50 Sacramento transaction, Dattala filed this suit, alleging that Bursey conspired with other named defendants and unknown co-conspirators, not inclusive of Precision or WFG, to forge his signature on the affidavit and Deed of Reconveyance set forth in paragraph 7. Dattala further claims Bursey conspired with other named defendants and unknown co-conspirators to fraudulently induce his signature on the 50 Sacramento Quit Claim Deed.

16. Despite Dattala implicitly admitting that Precision had no any participation in this alleged fraud / forgery by failing to allege any wrongdoing against Precision, Dattala seeks to divest, cloud and otherwise harm Precision's title to 50 Sacramento.

B. 59 Sacramento

17. In late April 2019 / early May 2019, Precision also agreed to purchase 59 Sacramento from Bursey through a separate escrow with WFG.

18. As part of the 59 Sacramento transaction, Dattala again executed a notarized affidavit asserting, amongst other representations, that: a) Dattala sold 59 Sacramento to Bursey; b) A quit claim deed recorded on April 22, 2019, in the Clark County Records as instrument number 20190422-1237 ("59 Sacramento Quit Claim Deed"), memorialized the arms-length nature of the transaction; c) that the transaction between Dattala and Bursey was a valid transfer of ownership and Dattala did not claim any further ownership of 59 Sacramento; d) Dattala previously gave possession of 59 Sacramento to Bursey and that Dattala did not enter into any other agreement with Bursey regarding 59 Sacramento.

19. At the time of this transaction, WFG researched title to 59 Sacramento on several

occasions, including but not limited to a preliminary title report. The multiple title reports did not reflect that Dattala had any title or lien interest in 59 Sacramento once the 59 Sacramento Quit Claim Deed was recorded.

20. Furthermore, Bursey executed an affidavit that there were no other known mortgages or deeds of trust encumbering 59 Sacramento. Bursey further executed an owner's affidavit stating that there were no other known persons with possession of 59 Sacramento or any other known liens or encumbrances other than what was disclosed in escrow.

21. At no time was Precision informed or made aware of any other information from any party relating to the 59 Sacramento transaction to create a reasonable inference, suspicion or possibility that an investigation beyond the normal, industry standard due diligence conducted during escrow was necessary relating to title to 59 Sacramento.

22. Based on all the above information, Precision paid a contract price of $130,000.00 to Bursey to purchase 59 Sacramento. Inclusive of all fees and costs, including paying off all other third-party liens against 59 Sacramento, a total of $148,982.12 was paid in escrow, and WFG then disbursed said monies to Bursey and other parties upon close of escrow.

23. On May 2, 2019, a Grant, Bargain and Sale Deed was recorded in the Clark County Records as instrument number 20190502-0003510, memorializing Precision's purchase of 59 Sacramento from Bursey and vesting title in Precision's name.

24. After the completion of the 59 Sacramento transaction, Dattala filed this suit, alleging that Bursey conspired with other named defendants and unknown co-conspirators, not inclusive of Precision or WFG, to forge his signature on the affidavit set forth in paragraph 18. Dattala further claims Bursey conspired with other named defendants and unknown co-conspirators, not inclusive of Precision or WFG, to fraudulently induce his signature on the 59 Sacramento Quit Claim Deed.

25. Despite Dattala implicitly admitting that Precision had no any participation in this alleged fraud / forgery by failing to allege any wrongdoing against Precision, Dattala seeks to divest, cloud and otherwise harm Precision's title to 50 Sacramento.

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WOLFE & WYMAN LLP

FIRST CLAIM FOR RELIEF
(Quiet Title – against Dattala)

26. Precision repeats and re-alleges the preceding paragraphs as though fully set forth herein and incorporates the same by reference.

27. Pursuant to NRS 40.010, this Court has the power and authority to declare Precision's rights and interests in 50 Sacramento and 59 Sacramento and to resolve Dattala's adverse claims to 50 Sacramento and 59 Sacramento.

28. Precision claims that it is a bona fide purchaser for value under Nevada law as to both 50 Sacramento and 59 Sacramento vis-à-vis Dattala's adverse claim to title of said properties. Precision paid valuable consideration to purchase said properties and had no actual, constructive or inquiry notice of Dattala's alleged fraud and/or forgery set forth above.

29. To the extent Dattala claims a lien interest in 50 Sacramento pursuant to the 2018 Deed of Trust, Precision is a bona fide purchaser for value under Nevada law vis-à-vis the 2018 Deed of Trust. Precision paid valuable consideration to purchase said properties and had no actual, constructive or inquiry notice of Dattala's alleged fraud and/or forgery set forth above.

30. Furthermore, the 2018 Deed of Trust is extinguished as a matter of Nevada law at the time it was created, as in 2018 Dattala was both the title owner of 50 Sacramento and held a lien interest in 50 Sacramento via the 2018 Deed of Trust. Pursuant to the doctrine of merger of title, the 2018 Deed of Trust was extinguished as a matter of law due to Dattala's title interest in 50 Sacramento at the time.

31. Therefore, Precision's interest in 50 Sacramento and 59 Sacramento are senior to Dattala's interest in said properties, if any. In light of the Parties' adverse claims to title of both said properties, a judicial determination is necessary to ascertain the rights, obligations, and duties of the various parties as to 50 Sacramento and 59 Sacramento.

32. Precision was required to retain an attorney to prosecute this action, and therefore is entitled to collect its reasonable attorneys' fees and costs.

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SECOND CLAIM FOR RELIEF
(Declaratory Relief – against Dattala)

33. Precision repeats and re-alleges the preceding paragraphs as though fully set forth herein and incorporates the same by Reference.

34. Pursuant to NRS 30.010 *et seq.*, this Court has the power and authority to declare Precision's rights and interests in 50 Sacramento and 59 Sacramento and to resolve Dattala's adverse claims to 50 Sacramento and 59 Sacramento.

35. Precision claims that it is a bona fide purchaser for value under Nevada law as to both 50 Sacramento and 59 Sacramento vis-à-vis Dattala's adverse claim to title of said properties. Precision paid valuable consideration to purchase said properties and had no actual, constructive or inquiry notice of Dattala's alleged fraud and/or forgery set forth above.

36. To the extent Dattala claims a lien interest in 50 Sacramento pursuant to the 2018 Deed of Trust, Precision is a bona fide purchaser for value under Nevada law vis-à-vis the 2018 Deed of Trust. Precision paid valuable consideration to purchase said properties and had no actual, constructive or inquiry notice of Dattala's alleged fraud and/or forgery set forth above.

37. Furthermore, the 2018 Deed of Trust is extinguished as a matter of Nevada law at the time it was created, as Dattala was the concurrent title owner of 50 Sacramento and held a lien interest in 50 Sacramento via the 2018 Deed of Trust. Pursuant to the doctrine of merger of title, the 2018 Deed of Trust was extinguished as a matter of law due to Dattala's title interest in 50 Sacramento.

38. Therefore, Precision's title interest in 50 Sacramento and 59 Sacramento are senior to Dattala's interest in said properties, if any. Further, Precision is entitled to a declaratory judgment that Precision holds title to 50 Sacramento and 59 Sacramento free and clear of Dattala's interest in said properties.

39. Further, Precision was required to retain an attorney to prosecute this action, and therefore is entitled to collect its reasonable attorneys' fees and costs.

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PRAYER FOR RELIEF

WHEREFORE, Precision prays for the following:

1. An Order and Judgment declaring that Precision's title to 50 Sacramento is free and clear of Dattala's adverse claim to title;

2. An Order and Judgment declaring that the 2018 Deed of Trust was void as a matter of law due to the doctrine of merger of title;

3. An Order and Judgment declaring that Precision's title to 59 Sacramento is free and clear of Dattala's adverse claim to title;

4. In the alternative, if Dattala is found to have an interest in 50 Sacramento, that Precision's title interest is senior to and superior to Dattala's alleged interest;

5. In the alternative, if Dattala is found to have an interest in 59 Sacramento, that Precision's title interest is senior to and superior to Dattala's alleged interest;

6. Reasonable attorneys' fees and costs of suit; and

7. For any and all other relief that the Court deems just and proper.

DATED: March 2, 2020

WOLFE & WYMAN LLP

By: _____

ANDREW A. BAO, ESQ.
Nevada Bar No. 10508
6757 Spencer St.
Las Vegas, NV 89119
Attorneys for **Defendants/Counter-Claimants/Cross-Claimants PRECISION ASSETS LLC and WFG NATIONAL TITLE INSURANCE COMPANY**

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ATTORNEYS & COUNSELORS AT LAW

CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that on the 2nd day of March 2020 the foregoing PRECISION ASSETS LLC AND WFG NATIONAL TITLE INSURANCE COMPANY'S ANSWER TO FIRST AMENDED COMPLAINT; COUNTERCLAIM was served on the following by Electronic Service to:

(All Parties on the E-Service List)

Jamie Soquena
An employee of WOLFE & WYMAN LLP

WOLFE & WYMAN LLP
ATTORNEYS & COUNSELORS AT LAW

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DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff/Counterdefendant

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 through 5 inclusive and ROE CORPORATIONS I through X

Defendant

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AND RELATED CAUSES OF ACTION

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

JOHN DATTALA'S

ANSWER TO

PRECISION ASSETS LLC'S COUNTERCLAIM

Comes now Plaintiff/Counterdefendant JOHN DATTALA [Plaintiff herein], through counsel, Benjamin B. Childs, Sr. and for his Answer to Defendant PRECISION ASSETS LLC'S [Precision herein] Counterclaim [the Counterclaim herein], states as follows:

1. Plaintiff admits paragraphs 1, 3, 4, 5, 27, and 34 of the Counterclaim.
2. Plaintiff denies paragraphs 6, 9, 16, 18, 25, 30, 32, 37, 38, and 39 inclusive of the Counterclaim.
3. Paragraphs 26 and 33, are reallegation paragraphs and Plaintiff

incorporates his responses above in response to the reallegation paragraphs.

4. Plaintiff is without knowledge sufficient to either admit or deny paragraphs 2, 8, 10, 11, 12, 14, 17, 19, 20, 21, 22, of the Counterclaim. Therefore, in an abundance of caution, Plaintiff denies those paragraphs.

5. Plaintiff admits in part and denies in part the following paragraphs of the Counterclaim :

Paragraph 7. Plaintiff admits executing an Affidavit of Grantor on April 7, 2019 [referred to as the April 7, 2019 Affidavit herein]. The April 7, 2019 Affidavit was drafted and prepared entirely by WFG National Title Company [WFG herein]. The April 7, 2019 Affidavit was obviously altered after his signature since it references an event that happened after the execution of the affidavit. Plaintiff denies that the representations contained in the April 7, 2019 Affidavit, as summarized and restated in the Precisions's Counterclaim, are accurate that "a) Dattala had previously sold 50 Sacramento to Bursey; b) A quit claim deed recorded on April 8, 2019, in the Clark County Records as instrument number 20190408-0002603 ("50 Sacramento Quit Claim Deed"), memorialized the arms-length nature of Dattala's and Bursey's transaction; c) that the transaction between Dattala and Bursey was a valid transfer of ownership and Dattala did not claim any further ownership of 50 Sacramento; d) Dattala previously gave possession of 50 Sacramento to Bursey and that Dattala did not enter into any other agreement with Bursey regarding 50 Sacramento."

Rather, Plaintiff had sold the 50 Sacramento property to Bursey for $150,000.00 utilizing a Deed of Trust which had been recorded in the Office of the Clark County, Nevada Recorder on August 2, 2018 as instrument 20180802-0002960, which Deed of Trust was never paid off and which Bursey had fraudulently and illegally recorded a "Deed of Full Recoveyance" which had not been signed by Plaintiff and which is the subject of the underlying lawsuit by Plaintiff against Bursey.
The $150,000.00 was never paid to Plaintiff.

Paragraph 13 :
Apparently a Grant, Bargain and Sale Deed was recorded in the Office of the Clark County, Nevada Recorder as instrument 20190415-0002065, what is memorializes is the culmination of Bursey's fraudulent scheme, but Plaintiff denies this recording memorialized "Precision's purchase of 50 Sacramento from Bursey".

Paragraph 15 :
Plaintiff admits filing this lawsuit, but is without sufficient knowledge to admit or deny whether "the 50 Sacramento transaction" was completed, and therefore denies same.

Paragraph 23 :
Apparently a Grant, Bargain and Sale Deed was recorded in the Office of the Clark County, Nevada Recorder as instrument 20190502-0003510, what is memorializes is the culmination of Bursey's fraudulent scheme, but Plaintiff denies this recording memorialized "Precision's purchase of 59 Sacramento from Bursey".

Paragraph 24 :

Plaintiff admits filing this lawsuit, but is without sufficient knowledge to admit or deny whether “the 59 Sacramento transaction” was completed, and therefore denies same.

Paragraph 28 :

Plaintiff admits what Precision claims, but denies that Precision is a bona fide purchaser for value under Nevada law. Plaintiff further denies the balance of the allegations in Paragraph 28.

Paragraph 29 :

Plaintiff admits that, in part or as an alternative prayer for relief, he claims a lien interest in 50 Sacramento, but denies that Precision is a bona fide purchaser for value under Nevada law. Plaintiff further denies the balance of the allegations in Paragraph 28.

Paragraph 31 :

Plaintiff admits that a judicial determination of the Parties’ adverse claims to title is necessary. Plaintiff denies the balance of the allegations in Paragraph 31.

Paragraph 35 :

Plaintiff admits what Precision claims, but denies that Precision is a bona fide purchaser for value under Nevada law. Plaintiff further denies the balance of the allegations in Paragraph 35.

Paragraph 36 :

Plaintiff admits that, in part or as an alternative prayer for relief, he claims a lien interest in 50 Sacramento, but denies that Precision is a bona fide purchaser for value under Nevada law. Plaintiff further denies the balance of the allegations in Paragraph 36.

AFFIRMATIVE DEFENSES

For the specific purpose of not waiving any defenses, Plaintiff incorporates by reference all affirmative defenses set forth in NRCP 8 as though fully set forth herein. Further, the following specific affirmative defenses are asserted.

1. Estoppel
2. Waiver
3. Unclean hands
4. Accord and satisfaction
5. Failure to join a necessary party
6. Fraud
8. Statute of Frauds
9. Forgery of documents by EUSTACHIUS C. BURSEY, Precision's predecessor in title.
10. Failure to mitigate damages
11. The Counterclaim fails to state claims upon which relief can be granted.
12. Any interest Precision acquired to the Subject Properties was acquired by fraud, deceit or other wrongful conduct perpetuated by an previous owner in Precision's claim of title, over which Plaintiff had no control

13. Plaintiff had no duty of care to Prescision

WHEREFORE, PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS :

1. That Precision take nothing from its Counterclaim; and
2. That Plaintiff be awarded his attorney fees and costs of this suit; and
3. For such other relief which this court deems appropriate and just.

/s/ Benjamin B. Childs

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

CERTIFICATE OF ELECTRONIC SERVICE

This ANSWER TO PRECISION ASSETS LLC'S COUNTERCLAIM was served through the Odessey File and Serve system to all opposing counsel. Electronic service is in place of service by mailing.

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

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6/19/2020 3:29 PM
Steven D. Grierson
CLERK OF THE COURT

ANAC
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

DISTRICT COURT

CLARK COUNTY, NEVADA

* * * * * * * * * * * * *

JOHN DATTALA, Plaintiff, vs. EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, a Nevada Limited Liability Company 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.	Case No.: A-19-794335-C Dept. No.: 14 **DEFENDANT ACRY DEVELOPMENT LLC'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT**

Defendant, ACRY DEVELOPMENT, LLC ("Defendant"), by and through its counsel, John Benedict, Esq. of the Law Offices of John Benedict, hereby answers Plaintiff's First Amended Complaint (the "Complaint") as follows:

1. As for the allegations contained in paragraphs 1, 2, 3, 5 through 49, 51, 52, 53, 54, 55, 63, 64, 65, 66, 68, 69, 70, 71, 72, 74, 75, 76, 77, 78, 79, 81, 82, 83, 84, 85, 86, 87, 88, 90, 91, 92, 93, 94, 95, 97, 98, 99, 100, 101, 103, 104, 105, 106, 107, 109, 110, 111, 112, 114, 115, 116,

Case Number: A-19-794335-C

117, 119, 120, 121, 122, and 123 of the Complaint, Defendant lacks sufficient information to either admit or deny such allegations, and therefore denies such allegations.

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

3. As for the allegations contained in paragraph 50 of the Complaint, Defendant admits that it made a loan to Precision Assets secured by the 50 Sacramento Property and that a trust deed was recorded to confirm that security. Defendant lacks sufficient information to either admit or deny the remaining allegations in paragraph 50, and therefore denies such allegations

4. No answer is required to the incorporated allegation contained in paragraphs 56, 58, 62, 67, 73, 80, 89, 96, 102, 108, 113, and 118 of the Complaint.

5. As for the allegation contained in paragraph 57 of the Complaint, Defendant denies that title to the property located at 50 Sacramento Property should be quieted in favor of Plaintiff or that Defendant's secured interest in that property should otherwise be set aside or otherwise declared null and void, but otherwise lacks sufficient information to either admit or deny the remaining allegations therein, and therefore denies such allegations.

6. As for the allegations contained in paragraphs 59, 60 and 61 of the Complaint, Defendant denies the same as they pertain to its secured deed of trust recorded against the 50 Sacramento Property, but otherwise lacks sufficient information to either admit or deny the remaining allegations therein, and therefore denies such allegations.

AFFIRMATIVE DEFENSES

For affirmative defenses, Defendant alleges as follows:

First Affirmative Defense

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

Second Affirmative Defense

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

Third Affirmative Defense

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

Fourth Affirmative Defense

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

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 Inc. was a bona fide purchaser of the 50 Sacramento Property and Defendant was a bona fide lender.

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

Thirteenth Affirmative Defense

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

Fourteenth Affirmative Defense

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

//

WHEREFORE, Defendant prays that this Court:

A. Dismiss Plaintiff's Complaint as being without merit;

B. Award Defendant its attorney fees and costs; and

C. Enter such further or other Orders that this Court finds Defendant is entitled to in their favor.

DATED this 19th day of June 2020.

LAW OFFICES OF JOHN BENEDICT

By: */s/ John Benedict*

John Benedict, Esq. (SBN 5581)
Email: john@benedictlaw.com
2190 East Pebble Road, Suite 260
Las Vegas, Nevada 89123
Telephone: (702) 333-3770
Attorneys for Defendant ACRY Development LLC

CERTIFICATE OF ELECTRONIC MAILING

I HEREBY CERTIFY that on the 19th day of June 2020, I served a true and correct copy of the foregoing **DEFENDANT ACRY DEVELOPMENT LLC'S ANSWER TO FIRST AMENDED COMPLAINT** through the Court's electronic filing system, addressed as follows:

Benjamin B. Childs, Esq.
218 S. Maryland Parkway
Las Vegas, Nevada 89101
Email: ben@benchilds.com
Attorney for Plaintiff

Dale K. Kleven, Esq.
Homeowner Relief Lawyers
5550 Painted Mirage Road, Suite 320
Las Vegas, Nevada 89149
Email: lawdocs@hrlnv.com
Attorneys for Defendant and Counterclaimant, Eustachius C. Bursey

Andrew A. Bao, Esq.
Wolfe & Wyman LLP
6757 Spencer Street
Las Vegas, Nevada 89119
Email: aabao@wolfewyman.com
Attorneys for Defendants Precision Assets LLC and WFG National Title Insurance Company

Joel F. Hansen, Esq.
Hansen & Hansen, LLC
9030 W. Cheyenne Avenue, # 210
Ls Vegas, Nevada 89131
Email: jfhansen@hansenlawyers.com
Attorneys for Defendant Lillian Medina

Bonita Spencer
724 West Nelson Avenue
North Las Vegas, Nevada 89030
Email: bonitafountainespencer@yahoo.com
Defendant In Proper Person

/s/ John Benedict
On behalf of the Law Offices of John Benedict

Electronically Filed
8/26/2020 2:37 PM
Steven D. Grierson
CLERK OF THE COURT

BENJAMIN B. CHILDS, ESQ.
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Fax 385 1847
ben@benchilds.com
Attorney for Plaintiff/Counterdefendant
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 through 5 inclusive and ROE CORPORATIONS I through X Defendants	Case # A-19-794335-C Dept # 14 NOTICE OF ENTRY OF STIPULATION AND ORDER
========== EUSTACHIUS C. BURSEY Counterclaimant vs. JOHN DATTALA Counterdefendant ========== AND RELATED ACTIONS ==========	

Take notice that an STIPULATION AND ORDER TO DISMISS BONITA SPENCER AS A PARTY was filed on April 24, 2020. A copy of said Order is attached.

/s/ Benjamin B. Childs

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

Case Number: A-19-794335-C

CERTIFICATE OF SERVICE

This NOTICE OF ENTRY OF STIPULATION AND ORDER TO DISMISS BONITA SPENCER AS A PARTY, with Exhibit, was served through the Odessey File and Serve system to opposing counsel at filing. Electronic service is in lieu of mailing.

Further, on August 26, 2020 this NOTICE OF ENTRY OF STIPULATION AND ORDER TO DISMISS BONITA SPENCER AS A PARTY, with Exhibit, was served by emailing to Bursey at ebursey87@icloud.com. On August 26, 2020 I also served this NOTICE OF ENTRY OF STIPULATION AND ORDER TO DISMISS BONITA SPENCER AS A PARTY, with Exhibit, 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

Bonita Spencer
724 W. Nelson Rd
North Las Vegas, NV 89030

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

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4/24/2020 12:49 PM
Steven D. Grierson
CLERK OF THE COURT

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

EIGHTH JUDICIAL 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 ACTIONS

==========

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

STIPULATION AND ORDER TO DISMISS BONITA SPENCER AS A PARTY

BONITA SPENCER is currently a Defendant in this case. Discovery has been conducted and she has cooperated as it pertains to her involvement with the facts in the case.

Good cause appearing, the parties, through their attorneys, stipulate to dismiss BONITA SPENCER as a party in this case, without prejudice, all parties to bear their own attorney fees and costs incurred to date.

IT IS SO ORDERED on April 22, 2020, 2020.

District Court Judge

SIGNATURES ON ATTACHED PAGE

Case Number: A-19-794335-C

By our signatures set forth below, the parties stipulate that BONITA SPENCER is DISMISSED as a party in this case, without prejudice, all parties to bear their own attorney fees and costs incurred to date and as the Court to enter an Order memorializing her dismissal.

Date :

Benjamin B. Childs
Nevada Bar # 3946
Attorney for Plaintiff/counterdefendant
JOHN DATTALA

Date : 4-16-2020

Joel f. Hansen
Nevada Bar # 1876
Attorney for Defendant
LILLIAN MEDINA

Date : 3-30-20

Bonita Spencer
In Proper Person

Date :

Thomas M. Fronczek
Nevada Bar # 11380
Attorney Defendant/counterclaimant
EUSTACHIUS BURSEY

Date :

John Bacia Jr.
Bar # 5581

Brian R. Dziminski
Nevada Bar # 8436
Attorney for Defendant
ACRY DEVELOPMENT LLC

Date :

Andrew A. Bao
Nevada Bar # 10508
Attorney Defendants/counterclaimants
PRECISION ASSETS LLC and
NATIONAL TITLE INSURANCE COMPANY

By our signatures set forth below, the parties stipulate that BONITA SPENCER is DISMISSED as a party in this case, without prejudice, all parties to bear their own attorney fees and costs incurred to date and as the Court to enter an Order memorializing her dismissal.

Date : 4/17/20

Benjamin B. Childs
Nevada Bar # 3946
Attorney for Plaintiff/counterdefendant
JOHN DATTALA

Date :

Thomas M. Fronczek
Nevada Bar # 11380
Attorney Defendant/counterclaimant
EUSTACHIUS BURSEY

Date :

Joel f. Hansen
Nevada Bar # 1876
Attorney for Defendant
LILLIAN MEDINA

Date :

Brian R. Dziminski
Nevada Bar # 8436
Attorney for Defendant
ACRY DEVELOPMENT LLC

Date :

Bonita Spencer
In Proper Person

Date : 3/27/20

Andrew A. Bao
Nevada Bar # 10508
Attorney Defendants/counterclaimants
PRECISION ASSETS LLC and
NATIONAL TITLE INSURANCE COMPANY

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10/16/2020 7:52 AM
Steven D. Grierson
CLERK OF THE COURT

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(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

==========

AND RELATED ACTIONS

==========

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

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 ebursey87@icloud.com on filing. Electronic service is in lieu of mailing for the attorneys.

Case Number: A-19-794335-C

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

ELECTRONICALLY SERVED
10/15/2020 9:30 PM

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10/15/2020 9:30 PM
CLERK OF THE COURT

FFCL

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA, Plaintiff(s), v. EUSTACHIUS C. BURSEY and PRECISION ASSETS, and ACRY DEVELOPMENT, LLC, and LILLIAN MEDINA; WFG NATIONAL TITLE INSURANCE COMPANY; BONITA SPENCER; and JOHN DOES 1 through 5 inclusive; and ROE CORPORATIONS I 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.**

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

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

ADRIANA ESCOBAR
DISTRICT JUDGE
DEPARTMENT XIV
LAS VEGAS, NEVADA 89155

Case Number: A-19-794335-C

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

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

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

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

FINDINGS OF FACT

1. Dattala sought summary judgment against Bursey on the following causes of action: (1) quiet title under NRS 40.010, (2) declaratory relief, (3) fraudulent transfer under NRS 112.80, (4) common law fraud, (5) breach of contract, (6) breach of implied covenant of good faith and fair dealing, and (7) racketeering under NRS 207.470.
2. Dattala also sought summary judgment against Bursey's counterclaims for (1) slander of title, (2) invalid lis pendens under NRS 205.395(5), (3) abuse of process, and (4) declaratory relief.
3. When Dattala met Bursey in 2016, Dattala owned the Colusa Property.
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

not the subject of Dattala's Motion.

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

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

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

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

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

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

CONCLUSIONS OF LAW

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

Additionally, NRCP 54(b) provides in part:

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

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

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

JUDGMENT

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

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

6. Bursey's counterclaims against Dattala are dismissed.

7. 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, 2020

ADRIANA ESCOBAR
DISTRICT COURT JUDGE

20B 3AD FC21 5D2F
Adriana Escobar
District Court Judge

Electronically Filed
11/5/2020 9:38 AM
Steven D. Grierson
CLERK OF THE COURT

CRCM
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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.

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

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

19. Precision relied upon the aforementioned Affidavit of Guarantor.

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

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

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

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

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

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

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

27. WFG refused Precision's request for the appointment of independent counsel and repeatedly refused to assert claims against Dattala and Bursey, as Precision requested.

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.

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

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

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

SECOND CAUSE OF ACTION

BREACH OF CONTRACT – ESCROW INSTRUCTIONS

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

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

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

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

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

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

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

42. 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).

43. 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.

THIRD CAUSE OF ACTION

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

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

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

46. WFG breached the covenant of good faith and fair dealing by (1) failing to alert Precision of the red flags it learned about while it supposedly represented and was protecting Precision in 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 satisfy the trust and confidence of Precision generally in WFG's integrity in handling its duties, and/or the fidelity it owed Precision.

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

78. 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).

79. 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.

EIGHTH CAUSE OF ACTION

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

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

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

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

83. WFG tortiously 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 the fidelity it owes to Precision.

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

85. WFG's conduct constitutes bad faith.

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

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

88. 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).

89. 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.

NINTH CAUSE OF ACTION

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

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

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

92. 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).

93. 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.

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WHEREFORE, Precision prays as follows:

A. For declaratory relief as requested herein;

B. For general, compensatory, special, and consequential damages as requested herein;

C. For punitive damages as requested herein;

D. For attorney's fees and costs;

E. For prejudgment interest allowed by law; and

F. For such other and further relief as the Court may deem just and proper.

DATED this _5th_ day of November 2020.

LAW OFFICES OF JOHN BENEDICT

By: *__/s/ John Benedict_____*

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Telephone: (702) 333-3770
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Attorneys for Defendant ACRY Development LLC and for Precision Assets as Crossclaimant only

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the _5th_ day of November 2020, I served a true and correct copy of the foregoing **DEFENDANT PRECISION ASSETS' CROSSCLAIM AGAINST WFG NATIONAL TITLE INSURANCE COMPANY** was electronically served through the Court's Electronic Filing System, to:

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_____/s/ Igor Makarov_____
On behalf of the Law Offices of John Benedict

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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 DEFENDANT PRECISION ASSETS' CROSSCLAIM

COMES NOW Defendant/Crossclaim 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 Crossclaimant, Precision Assets' ("Precision") Crossclaim.

JURISDICTIONAL ALLEGATIONS

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

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

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

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

FACTS COMMON TO ALL CAUSES OF ACTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FIRST CAUSE OF ACTION

NEGLIGENCE

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

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

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

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

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

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SECOND CAUSE OF ACTION

BREACH OF CONTRACT – ESCROW INSTRUCTIONS

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

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

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

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

THIRD CAUSE OF ACTION

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

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

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

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

FOURTH CAUSE OF ACTION

BREACH OF FIDUCIARY DUTY

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

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

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

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

FIFTH CAUSE OF ACTION

DECLARATORY JUDGMENT

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

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

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

SIXTH CAUSE OF ACTION

BREACH OF CONTRACT – TITLE INSURANCE POLICIES

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

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

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

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

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

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

SEVENTH CAUSE OF ACTION

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

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

set forth at length and in full.

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

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

EIGHTH CAUSE OF ACTION

TORTIOUS BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING – TITLE POLICES

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

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

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

NINTH CAUSE OF ACTION

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

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

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

WFG ASSERTS THE FOLLOWING AFFIRMATIVE DEFENSES:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

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

SECOND AFFIRMATIVE DEFENSE

(Assumption of Risk)

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

THIRD AFFIRMATIVE DEFENSE

(Equitable Doctrines)

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

FOURTH AFFIRMATIVE DEFENSE

(Waiver and Estoppel)

By reason of Precision's acts and omissions, Precision has waived its rights and is estopped from asserting the claims against U.S. Bank.

FIFTH AFFIRMATIVE DEFENSE

(Failure to join Indispensable Parties)

Precision failed to join one or more indispensable parties.

SIXTH AFFIRMATIVE DEFENSE

(No Proximate Cause)

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

SEVENTH AFFIRMATIVE DEFENSE

(Direct and Proximate Result of Other Parties)

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

EIGHTH AFFIRMATIVE DEFENSE

(Consent)

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

NINTH AFFIRMATIVE DEFENSE

(WFG Acted in Good Faith)

WFG is excused from any and all liability under the facts alleged in Precision'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 Precision is entitled to any relief for which it prays.

ELEVENTH AFFIRMATIVE DEFENSE

(No Liability for Conduct of Agents)

Precision's allegations that WFG has an agent relationship with of 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.

TWELFTH AFFIRMATIVE DEFENSE

(Suffered No Damages)

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

THIRTEENTH AFFIRMATIVE DEFENSE

(Indemnity)

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

FOURTEENTH AFFIRMATIVE DEFENSE

(Failure to Establish Elements)

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

cause of action in the Crossclaim.

FIFTEENTEENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

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

SIXTEENTH AFFIRMATIVE DEFENSE

(Conditions Precedent)

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

SEVENTEENTH AFFIRMATIVE DEFENSE

(Justification/Privilege)

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

EIGHTEENTH AFFIRMATIVE DEFENSE

(Statute of Frauds)

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

NINETEENTH AFFIRMATIVE DEFENSE

(No Duty Owed)

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

TWENTITH AFFIRMATIVE DEFENSE

(Additional Affirmative Defenses)

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

WHEREFORE, WFG prays for judgment as follows:

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

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

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

DATED this 30th day of November, 2020.

WRIGHT, FINLAY & ZAK, LLP

/s/ Aaron D. Lancaster, Esq.
Aaron D. Lancaster, Esq.
Nevada Bar No. 10115
7785 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
Attorneys for Defendant/Counter-Claimant/Cross-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 30th 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
Eustacius Cornelius Bursey ebursey87@icloud.com
Thomas M Fronczek toby@relieflawyersnv.com
Dale K Kleven lawdocs@hrlnv.com
Dale K Kleven legaldocs@relieflawyersnv.com
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Joel F Hansen efile@hansenlawyers.com
Jamie C Soquena jcsoquena@ww.law
Dale K Kleven dale@hrlnv.com
Bonita Spencer bonitafountainespencer@yahoo.com

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

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CLERK OF THE COURT

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Attorney for Plaintiff/Counterdefendant

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA Plaintiff/Counterdefendat 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

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

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

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

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

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

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

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

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

(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 or 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 2nd Amended as shown in PLAT BOOK 9 PAGE 63 in the Clark County Recorder's Office.
APN 140-31-810-025

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

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 attach the signature page from one of the documents Dattala had signed and acknowledged to Spencer on April 5, 2019 to a Deed of Reconveyance and that Bursey intended to, and did, record that Deed of Reconveyance to attempt to remove the lien created by the Deed of Trust described in Paragraph 14 above, which Deed of Trust encumbered title to the 50 Sacramento Property.

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

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

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;**

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.

41. Without an escrow or title insurance, Bursey recorded Quitclaim Deeds for the Subject Properties as set forth below :

a. For the 50 Sacramento Property, Quitclaim Deed recorded April 8, 2019. As set forth in Paragraph 27 above, Bursey attached the signature page from one of the documents Dattala had signed and acknowledged to Spencer on April 5, 2019 to the Quitclaim Deed Bursey recorded in an attempt to obtain title to the 50 Sacramento Property.

b. For the 59 Sacramento Property, Quitclaim Deed recorded April 22, 2019.

c. For the Colusa Property, Quitclaim Deed recorded April 22, 2019.

42. Ownership and financial issues regarding the Colusa Property were 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.

///

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

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

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

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

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

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

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

Sacramento Property, which Deed of Trust was recorded April 18, 2019.

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

48. Dattala seeks to impose a constructive trust on the proceeds of the sales to Bursey and on title to the 50 Sacramento Property and the 59 Sacramento Properties based on Bursey obtaining the Quitclaim Deeds from Plaintiff by fraud and failing to pay fair value for the 50 Sacramento and the 59 Sacramento properties as described above. Bursey further attached a signature page from another document to the deed to the 50 Sacramento Property as set forth in Paragraph 27 above.

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

FIRST CAUSE OF ACTION : QUIET TITLE

50. Plaintiff incorporates all previous paragraphs as though fully set forth herein.

51. Plaintiff prays that title to the 50 Sacramento and the 59 Sacramento Properties be quieted to memorialize Plaintiff's interest and to set aside and declare the Quitclaim Deeds described in Paragraph 41 above as to the 50 Sacramento and the 59 Sacramento Properties as null and void, and memorialize that Plaintiff owns the 50 Sacramento and the 59 Sacramento Properties subject to no claim by Bursey, Segal, Precision or Acry.

SECOND CAUSE OF ACTION : DECLARATORY RELIEF

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

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

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

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

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

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

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

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

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

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

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

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.

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

[Defendant WFG NATIONAL TITLE INSURANCE COMPANY]

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

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

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

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

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

81. As a direct and proximate result of the actions of Defendant WFG's failure to supervise, adequately train or adequately educate its employee or agent, Medina, 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.

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

SEVENTH CAUSE OF ACTION - RICO

[as to Bursey and Medina]

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

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

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

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

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

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

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

90. Medina offered false evidence by executing the affidavits described in Paragraphs 34 and 35.

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

92. As a direct and proximate result of the actions of Defendants Bursey and Medina, Plaintiff has suffered and will suffer general and consequential damages in will suffer general and consequential 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.

WHEREFORE, PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS:

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

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

3. Pursuant to NRS 112.210, Plaintiff seeks judgment against Bursey, Precision Assets and Segal as to the 50 Sacramento Property and 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.

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

///

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

/s/ Benjamin B. Childs

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

CERTIFICATE OF SERVICE

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

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

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Steven D. Grierson
CLERK OF THE COURT

ANS
JONATHAN J. HANSEN, ESQ.
Nevada Bar No. 7002
JOEL F. HANSEN, ESQ.
Nevada Bar No. 1876
HANSEN & HANSEN, LLC
9030 W. Cheyenne Ave. #210
Las Vegas, NV 89131
(702) 906-1300: office
(702) 620-5732: facsimile
jfhansen@hansenlawyers.com
Attorney for Defendant Lillian Medina

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATALLA, Plaintiff, v. EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X, Defendants	CASE NO. A-19-794335-C DEPT. NO. 14

ANSWER TO SECOND AMENDED COMPLAINT

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

I.

Answering Paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 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

Case Number: A-19-794335-C

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.

II.

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

III.

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

IV.

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

V.

Answering Paragraph 51 of the First 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.

VI.

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

VII.

Answering Paragraphs 53, 54, and 55 of the Second 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.

VIII.

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.

IX.

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.

X.

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.

XI.

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.

XII.

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.

/ / /

XIII.

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

XIV.

Answering Paragraphs 68, 70, 71, 72, and 73 of the Fifth 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.

XV.

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

XVI.

Answering Paragraph 74 of the Fifth 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, and further denies Plaintiff was damaged in the sums alleged or in any sum whatsoever.

XVII.

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

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/ / /

XVIII.

Answering Paragraphs 77 and 78 of the Sixth 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.

XIX.

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

XX.

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

XXI.

Answering Paragraphs 84 and 86 of the Seventh 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.

XXII.

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

/ / /

/ / /

XXIII.

Answering Paragraph 92 of the Seventh 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.

AFFIRMATIVE DEFENSES
FIRST AFFIRMATIVE DEFENSE

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

SECOND AFFIRMATIVE DEFENSE

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

THIRD AFFIRMATIVE DEFENSE

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

FOURTH AFFIRMATIVE DEFENSE

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

FIFTH AFFIRMATIVE DEFENSE

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

SIXTH AFFIRMATIVE DEFENSE

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

SEVENTH AFFIRMATIVE DEFENSE

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

EIGHTH AFFIRMATIVE DEFENSE

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

NINTH AFFIRMATIVE DEFENSE

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

TENTH AFFIRMATIVE DEFENSE

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

/ / /

/ / /

ELEVENTH AFFIRMATIVE DEFENSE

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

TWELFTH AFFIRMATIVE DEFENSE

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

THIRTEENTH AFFIRMATIVE DEFENSE

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

FOURTEENTH AFFIRMATIVE DEFENSE

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

FIFTEENTH AFFIRMATIVE DEFENSE

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

SIXTEENTH AFFIRMATIVE DEFENSE

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

SEVENTEENTH AFFIRMATIVE DEFENSE

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

EIGHTEENTH AFFIRMATIVE DEFENSE

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

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

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

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

DATED this 5th day of February, 2021.

HANSEN & HANSEN, LLC.

BY: /s/ Joel F. Hansen
JONATHAN J. HANSEN, ESQ.
Nevada Bar No. 7002
JOEL F. HANSEN, EQ.
Nevada Bar No. 1876
9030 W. Cheyenne Ave. #210
Las Vegas, NV 89129
Attorney for Defendant Lillian Medina

CERTIFICATE OF SERVICE

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

X 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.

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

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

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

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

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

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

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WRIGHT, FINLAY & ZAK, LLP
Robert A. Riether, Esq.
Nevada Bar No. 12076
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(702) 475-7964; Fax: (702) 946-1345
alancaster@wrightlegal.net
Attorneys for Defendant, WFG National Title Insurance Company

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").

IDENTITY AND RESIDENCES OF THE PARTIES AND JURISDICTIONAL STATEMENT

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

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

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

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

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

TRANSACTIONS RESULTING IN THIS LAWSUIT

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

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

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

asserted and therefore denies said allegations.

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

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

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

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

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

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

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

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

FIRST CAUSE OF ACTION: QUIET TITLE

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

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

SECOND CAUSE OF ACTION: DECLARATORY RELIEF

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

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

THIRD CAUSE OF ACTION: FRAUDULENT CONVEYANCE

[As to Bursey]

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

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

FOURTH CAUSE OF ACTION: CIVIL CONSPIRACY

[As the Defendants Bursey and Medina]

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

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

FIFTH CAUSE OF ACTION: NEGLIGENCE PER SE

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

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

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

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

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

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

SIXTH CAUSE OF ACTION: FAILURE TO SUPERVISE, INADEQUATE TRAINING AND EDUCTION

[Defendant WFG National Title Insurance Company]

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

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

SEVENTH CAUSE OF ACTION: RICO

[As to Bursey and Medina]

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

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

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

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

AFFIRMATIVE DEFENSES

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

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

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

SECOND AFFIRMATIVE DEFENSE

(Assumption of Risk)

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

THIRD AFFIRMATIVE DEFENSE

(Equitable Doctrines)

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

FOURTH AFFIRMATIVE DEFENSE

(Waiver and Estoppel)

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

FIFTH AFFIRMATIVE DEFENSE

(Failure to join Indispensable Parties)

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 waved 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 of 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.

TWELFTH AFFIRMATIVE DEFENSE

(Suffered No Damages)

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

THIRTEENTH AFFIRMATIVE DEFENSE

(Failure to Establish Elements)

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

FOURTEENTEENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

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

FIFTEENTH AFFIRMATIVE DEFENSE

(Conditions Precedent)

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

SIXTEENTH AFFIRMATIVE DEFENSE

(Statute of Frauds)

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

SEVENTEENTH AFFIRMATIVE DEFENSE

(No Duty Owed)

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

EIGHTEENTH AFFIRMATIVE DEFENSE

(Compliance with Legal Standard of Care)

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

NINETEENTH AFFIRMATIVE DEFENSE

(Multiple Causation)

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

TWENTITH AFFIRMATIVE DEFENSE

(Additional Affirmative Defenses)

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

WHEREFORE, WFG prays for judgment as follows:

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

DATED this 16th day of February, 2021.

WRIGHT, FINLAY & ZAK, LLP

/s/ Aaron D. Lancaster, Esq.
Aaron D. Lancaster, Esq.
Nevada Bar No. 10115
7785 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
Attorneys for Defendant/Cross-Claim Defendant, 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 16th 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
Eustacius Cornelius Bursey ebursey87@icloud.com
Thomas M Fronczek toby@relieflawyersnv.com
Dale K Kleven lawdocs@hrlnv.com
Dale K Kleven legaldocs@relieflawyersnv.com
Kim McGowan kimm@relieflawyersnv.com
Andrew A. Bao aabao@ww.law
Eservice Irvine wiznet@wolfewyman.com
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/s/ Lisa Cox
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LAW OFFICES OF JOHN BENEDICT
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Telephone: (702) 333-3770
Attorneys for ACRY Development LLC, and for Precision Assets as Cross-Claimant 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 AV SEGAL and JOHN DOES 1 through 5 inclusive and ROE CORPORATION 1 through X,

Defendants.

AND RELATED ACTIONS

Case No.: A-19-794335-C
Dept. No.: 14

DEFENDANT ACRY DEVELOPMENT LLC'S ANSWER TO PLAINTIFF'S SECOND AMENDED COMPLAINT

COMES NOW, Defendant ACRY DEVELOPMENT, LLC ("Defendant"), by and through its counsel of record, John Benedict, Esq. of the Law Offices of John Benedict, hereby answers Plaintiff's Second Amended Complaint (the "Complaint") as follows:

1. As for the allegations contained in Paragraphs 1, 2, 3, 5 through 49, 53-55, 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,

Case Number: A-19-794335-C

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

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

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

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

5. Defendant denies Plaintiff's prayer for relief.

AFFIRMATIVE DEFENSES

For affirmative defenses, Defendant alleges as follows:

First Affirmative Defense

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

Second Affirmative Defense

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

Third Affirmative Defense

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

Fourth Affirmative Defense

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

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

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

Thirteenth Affirmative Defense

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

Fourteenth Affirmative Defense

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

WHEREFORE, Defendant prays that this Court:

A. Dismiss Plaintiff's Second Amended Complaint as being without merit;

B. Award Defendant its attorney's fees and costs; and

C. Enter such further or other Orders that this Court finds Defendant is entitled to it in their favor.

DATED this 19th day of February 2021.

LAW OFFICES OF JOHN BENEDICT

By: ***/s/ John Benedict***

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Attorneys for ACRY Development LLC, and for Precision Assets as Cross-Claimant only

CERTIFICATE OF SERVICE

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

Benjamin B. Childs, Esq. (SBN 3496)
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Attorneys for Defendant / Counterclaimant Precision Assets

Eustachius Bursey
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Detroit, Michigan 48206
Defendant in Proper Person

/s/ Angelyn Cayton
On behalf of the Law Offices of John Benedict

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AACR
Zachary T. Ball, Esq.
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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

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

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

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

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

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

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

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

AFFIRMATIVE DEFENSES

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

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1. Answering Defendant is informed and believes, and thereupon allege that neither the Second Amended Complaint nor any cause of action in the Second Amended Complaint states facts sufficient to constitute a cause of action against Answering Defendants.

2. Answering Defendant is informed and believes, and thereupon allege that the actions filed in this case are not maintainable under the doctrine of aches because of Plaintiff's prejudicial delay in asserting them.

3. Answering Defendant is informed and believes, and thereupon allege that the Plaintiff has "unclean hands" with regard to the relief sought in the Second Amended Complaint and is therefore barred from obtaining such relief.

4. Answering Defendant is informed and believes, and thereupon allege that the Plaintiff engaged in illegal conduct or is otherwise in pari delicto and is therefore barred from obtaining such relief as alleged in the Second Amended Complaint.

5. Answering Defendant is informed and believes, and thereupon allege that PRECISION is a bona fide purchaser for value, including but not limited to, NRS § 111.180.

6. Answering Defendant is informed and believes, and thereupon allege that the actions filed in this case are not maintainable against Answering Defendants, because their negligence, if any, is exceeded by that of Plaintiff and/or Plaintiff is solely responsible for his own injuries, if any.

7. Answering Defendant is informed and believes, and thereupon allege that Plaintiff, at all material times, calculated, knew, and understood the risks inherent in the situations, actions, omissions, and transactions upon which it now bases its various claims for relief, and with such knowledge, Plaintiff undertook and thereby assumed such risks and is consequently barred from all recovery by such assumption of risk.

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.

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

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

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

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

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

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

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

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

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

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

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

sustained by Plaintiff.

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

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

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

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

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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 22nd 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*

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

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

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

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

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

14. On April 12, 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 50 Sacramento, and 2) Owner's Affidavit wherein BURSEY declares and certifies that he has full possession of the property and that any liens and/or encumbrances have been duly disclosed to WFG .

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

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

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

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

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

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

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

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

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

23. 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.

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

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

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

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

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

FIRST CLAIM FOR RELIEF

(Breach of Contract 50 Sacramento)

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

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30. 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.

31. 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.

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

33. On April 12, 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 50 Sacramento, and 2) Owner's Affidavit wherein BURSEY declares and certifies that he has full possession of the property and that any liens and/or encumbrances have been duly disclosed.

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

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

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

37. 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.

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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

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

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

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

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

50. 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.

FOURTH CLAIM FOR RELIEF

(Unjust Enrichment 59 Sacramento)

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

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

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

54. If BURSEY retained the foregoing benefits, BURSEY will be harmed. 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

FIFTH CLAIM FOR RELIEF

(Fraud)

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

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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

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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 22nd 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*

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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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CASE NO. 84762

IN THE SUPREME COURT OF THE STATE OF NEVADA

JOHN DATTALA

Appellant

vs.

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

Respondents

JOINT APPENDIX - VOLUME 2

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Appeal from the Eighth Judicial District Court, Clark County, Nevada

District Court Case # A-19-794335-C

The Honorable District Court Judge Adriana Escobar

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Docket 84762 Document 2022-26053

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DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATALLA, Plaintiff, v. EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X, Defendants	CASE NO. A-19-794335-C DEPT. NO. 14

AMENDED ANSWER TO SECOND AMENDED COMPLAINT

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

I.

Answering Paragraphs 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 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

Case Number: A-19-794335-C

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.

II.

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

III.

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

IV.

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

V.

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

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

VI.

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

VII.

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

VIII.

Answering Paragraph 51 of the First 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.

IX.

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

X.

Answering Paragraphs 53, 54, and 55 of the Second 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.

/ / /

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.

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/ / /

XVI.

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

XVIII.

Answering Paragraphs 68, 70, 71, 72, and 73 of the Fifth 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.

XIX.

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

XX.

Answering Paragraph 74 of the Fifth 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, and further denies Plaintiff was damaged in the sums alleged or in any sum whatsoever.

XXI.

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

/ / /

/ / /

XXII.

Answering Paragraphs 77 and 78 of the Sixth 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.

XXIII.

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

XXIV.

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

XXV.

Answering Paragraphs 84 and 86 of the Seventh 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.

XXVI.

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

/ / /

/ / /

XXVII.

Answering Paragraph 92 of the Seventh 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.

AFFIRMATIVE DEFENSES
FIRST AFFIRMATIVE DEFENSE

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

SECOND AFFIRMATIVE DEFENSE

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

THIRD AFFIRMATIVE DEFENSE

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

FOURTH AFFIRMATIVE DEFENSE

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

FIFTH AFFIRMATIVE DEFENSE

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

SIXTH AFFIRMATIVE DEFENSE

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

SEVENTH AFFIRMATIVE DEFENSE

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

EIGHTH AFFIRMATIVE DEFENSE

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

NINTH AFFIRMATIVE DEFENSE

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

TENTH AFFIRMATIVE DEFENSE

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

/ / /

/ / /

ELEVENTH AFFIRMATIVE DEFENSE

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

TWELFTH AFFIRMATIVE DEFENSE

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

THIRTEENTH AFFIRMATIVE DEFENSE

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

FOURTEENTH AFFIRMATIVE DEFENSE

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

FIFTEENTH AFFIRMATIVE DEFENSE

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

SIXTEENTH AFFIRMATIVE DEFENSE

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

SEVENTEENTH AFFIRMATIVE DEFENSE

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

EIGHTEENTH AFFIRMATIVE DEFENSE

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

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

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

DATED this 20th day of July 2021.

HANSEN & HANSEN, LLC.

BY: /s/ Joel F. Hansen
JONATHAN J. HANSEN, ESQ.
Nevada Bar No. 7002
JOEL F. HANSEN, EQ.
Nevada Bar No. 1876
9030 W. Cheyenne Ave. #210
Las Vegas, NV 89129
Attorney for Defendant Lillian Medina

CERTIFICATE OF SERVICE

Pursuant to NRCP 5 (b), I hereby certify that on this 20th day of July 2021, I served a copy of the foregoing AMENDED ANSWER TO SECOND AMENDED COMPLAINT as follows:

X 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.

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Defendant Pro Se

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

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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, [not licensed or domesticated in Nevada as a foreign entity], WFG NATIONAL TITLE INSURANCE COMPANY, 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'S MOTION FOR SUMMARY JUDGMENT AGAINST PLAINTIFF

[Hearing Requested]

Defendant, WFG National Title Insurance Company ("WFG") by and through its attorneys of record, Aaron D. Lancaster, Esq., of the law office of Wright, Finlay & Zak, LLP, hereby submits its Motion for Summary Judgment against Plaintiff, John Dattala ("Plaintiff" or "Dattala"). The Motion is based on the attached Memorandum of Points and Authorities, all papers and pleadings on file herein, all judicially noticed facts, and any oral or documentary evidence that may be submitted at a hearing on this matter.

Case Number: A-19-794335-C

I. INTRODUCTION

Defendant, WFG moves pursuant to Rule 56 of the Nevada Rules of Civil Procedure for summary judgment regarding Plaintiff's Second Amended Complaint. The Second Amended Complaint asserts the following causes of action against WFG: (1) Quiet Title (First Cause of Action); (2) Declaratory Relief (Second Cause of Action); (3) Negligence Per Se (Fifth Cause of Action); and (4) Failure to Supervise, Inadequate Training and Education (Sixth Cause of Action).[1] WFG's Motion for Summary Judgment should be granted for the following reasons:

First, Plaintiff's claims for quiet title and declaratory relief regarding the 50 Sacramento and 59 Sacramento (defined below) properties require that WFG asserts an adverse interest in the Property. However, WFG does not assert any interest in either 50 Sacramento or 59 Sacramento.

Second, Plaintiff claims that pursuant to the theory of respondeat superior WFG is liable for the alleged negligent acts of Lilian Medina ("Medina") regarding the execution and notarial acts of the Affidavit of Guarantor. Medina is an independent contractor of Simple Signings, LLC, a third-party vendor of WFG ("Simple Signings"). WFG and Medina did not have an employer-employee relationship as supported by the following facts: (1) WFG did not have any supervision over the details of Medina's work; (2) Medina's wage/fee was paid by Simple Signings; (3) WFG did not have the right to hire and fire Medina; (4) WFG's engagement of Simple Signings and Simple Signings assignment of the task to Medina did not accomplish WFG general business concerns; and (5) WFG did not have the right to control the hours and location of employment of Medina. *Montgomery v. Ponderosa Const., Inc.*, 101 Nev. 416, 418, 705 P.2d 652, (1985). Plaintiff's claim fails as: (1) Medina was not an employee or even an independent contractor of WFG; and (2) respondeat superior liability attaches only when the actor at issue was an employee and the action complained of occurred within the scope of the actor's employment, which is contrary to the clear evidence set forth. *Rockwell v. Sun Harbor Budget Suites*, 112 Nev. 1217, 1223, 925 P.2d 1175 (1996).

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[1] *See* Second Amended Complaint.

Third, Plaintiff's claim for negligent hiring, training and supervision of Medina fails as a matter of law as the Nevada Supreme Court has clearly held, "[i]t is the basic tenet that for an employer to be liable for negligent hiring, training, or supervision of an employee, **the person involved must actually be an employee**." *Rockwell*, 112 Nev. at 1226 (emphasis added).

For these reasons, WFG respectfully requests that this Court grant summary judgment in its favor regarding all of the claims asserted against it by Plaintiff.

II.

STATEMENT OF UNDISPUTED FACTS

50 Sacramento Property:

1. On or about June 5, 1992, Plaintiff obtained title to 50 Sacramento Drive, Las Vegas, NV 89110 ("50 Sacramento").[2]

2. Defendant, Lillian Medina ("Medina") did not provide any notarial services or any other actions relating to the 50 Sacramento Property.[3]

59 Sacramento Property:

3. On or about November 14, 2008, Plaintiff obtained title to 59 Sacramento Drive, Las Vegas, NV 89110 ("59 Sacramento").[4]

4. WFG engaged Simple Signings, a third-party signing/notary services vendor,[5] to handle Dattala's execution of an Affidavit of Grantor regarding 59 Sacramento.[6]

5. Lilian Medina ("Medina") was an independent notary that Simple Signings assigned to handle Dattala's execution and notarization of an Affidavit of Grantor regarding 50

---

[2] A true and correct copy of the Grant, Bargain, Sale Deed recorded in the Clark County Recorder's Office as Instrument Number 920730-01296 is attached hereto as **Exhibit 1**. All other recordings stated hereafter are recorded in the same manner.

[3] *See* Declaration of Jenine Santos in Support of Motion for Summary Judgment against Plaintiff ("Decl. of Santos"), at ¶ 5, attached hereto as **Exhibit 2**.

[4] A true and correct copy of the 59 Sacramento Deed recorded in the Clark County Recorder's Office as Instrument Number 20081124-003906 is attached hereto as **Exhibit 3**.

[5] *See* WFG Agreement for the Provision of Signing/Notary Services, attached hereto as **Exhibit 4**.

[6] *See* Assignment Order attached hereto as **Exhibit 5;** *see also* Deposition Transcript of Lilian Medina ("Depo. Medina"), at 54:8-55:1-25, attached hereto as **Exhibit 6**.

Sacramento.[7] Medina testified:

Q. Now, who tells you, who tells you what to do?

A. Oh, my agency [Simple Signings, LLC] gives me all the information.

Q. Okay.

A. [Simple Signings, LLC] gives me all the information. WFG will set the standard for what we are supposed to do. My agency will give me the information and let me know what we need to do.

Q. Is it just a copy of what WFG gave to them?

A. A copy? The documents are uploaded on our portal on the website. On the agency's website the documents are uploaded.

Q. On what you're supposed to go and have the person sign?

A. Correct.[8]

6. Medina was an independent notary of Simple Signings and not an employee of WFG.[9] Medina testified:

Q. Okay. How often do you work for WFG Title?

A. I've done a few closings. I don't know offhand. If you would like the number, I can look it up. But I don't know if it's going to be stated. But I'm an independent notary, I work with an agency.

Q. Um-hum.

A. So this assignment was given to me from my agency who was contracted with WFG - -

Q. Okay.

A. - - like a third party.

. . .

Q. Do you ever communicate with [WFG] directly or do you just go through

---

[7] *See* Assignment Order attached hereto as **Exhibit 5**; *see also* Depo. Medina, at 54:8-18.
[8] Depo. Medina, at 19:5-21, **Ex. 6**.
[9] *See* Decl. of Santos, at ¶¶ 7-8, **Ex. 2**.

your agency?

A. We are required to go through our agency. The only time we talk directly with the title or the escrow or the lender is if there is an issue arises at the signing table and I'm not able to get ahold of my agency, then we are given their contact information, then we can call the agent - -

Q. Okay.

A. - - and ask questions should something arise.

Q. All right.

A. So we are always told to deal with the agency first, because they will communicate with the escrow title lender.[10]

7. Medina was paid by Simple Signings regarding the execution and notary of the Affidavit of Guarantor.[11]

8. Medina was an independent contractor of Simple Signings. Medina testified:

Q. . . . what do you understand about your relationship with your agency? Are you an employee or are you an independent contract?

A. We are considered independent contractor vendors.

Q. Okay. Not employees?

A. I'm not an employee.

Q. Okay. And are you an employee - - now, that's your agency you're talking about?

A. Correct.

Q. What about WFG? Are they - - are you an employee or are you anything to them?

A. No.

Q. Okay. You don't - - the only relationship you have with them is that they

[10] Depo. Medina at 16:1-17:8-22, 59:23-60:1-8.
[11] *Id.* at 41:8-11, 57:10-18.

get their work from - - the agency gets their work from WFG; is that correct?

A. Correct.[12]

9. As Medina was not an employee of WFG, WFG has never provided any training or supervision regarding Medina's notary activities.[13]

I. LEGAL ARGUMENTS

A. SUMMARY JUDGMENT LEGAL STANDARD.

The primary purpose of a summary judgment procedure is to secure a "just, speedy, and inexpensive determination of any action." *Albatross Shipping Corp. v. Stewart*, 326 F.2d 208, 211 (5th Cir. 1964); accord *McDonald v. D.P. Alexander & Las Vegas Boulevard, LLC*, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005). Although summary judgment may not be used to deprive litigants of trials on the merits where material factual doubts exist, summary proceedings promote judicial economy and reduce litigation expenses associated with actions clearly lacking in merit. *Id*. Summary judgment enables the trial court to "avoid a needless trial when an appropriate showing is made in advance that there is no genuine issue of fact to be tried." *Id*. (quoting *Coray v. Hom*, 80 Nev. 39, 40-41, 389 P.2d 76, 77 (1964)).

"Summary judgment is appropriate if, when viewed in the light most favorable to the nonmoving party, the record reveals there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law." *DTJ Design, Inc. v. First Republic Bank*, 130 Nev. Adv. Op. 5, 318 P.3d 709, 710 (2014) (citing *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713, 57 P.3d 82, 87 (2002)). The plain language of Rule 56(c) "mandates the entry of summary judgment, after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial." *Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 106 S.Ct. 2548, 2552 (1986) (adopted by *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005)). In such a situation, there can be "no genuine issue as to any

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[12] *Id*. at 70:18-71:1-10, **Ex. 6**.

[13] *Id*. at 60:6-12, *Ex. 6*; *see also* Decl. of Santos, at ¶ 7, **Ex. 2**.

material fact" because a complete failure of proof concerning an essential element of the nonmoving party's case necessarily renders all other facts immaterial. *Id*.

B. PLAINTIFF'S CLAIMS FAIL AS A MATTER OF LAW.

Plaintiff asserts the following claims for relief against WFG in his Second Amended Complaint: (1) Quiet Title (First Cause of Action); (2) Declaratory Relief (Second Cause of Action); (3) Negligence Per Se (Fifth Cause of Action); and (4) Failure to Supervise, Inadequate Training and Education (Sixth Cause of Action).[14] As will be discussed in more detail below, All of Plaintiff's asserted claims against WFG should be dismissed as a matter of law.

1. Dattala's First and Second Causes of Action for Quiet Title and Declaratory Relief Must Fail as WFG does not Assert an Interest in the Properties.

While it does not appear that Dattala asserts his First and Second Cause of Action against WFG or contends that WFG is asserting any interest in the Property, WFG addresses these causes of action as the Second Amended Complaint does not specifically exclude WFG as a party to these claims either. Dattala's first cause of action for Quiet Title and second cause of action for Declaratory Relief seek that 50 Sacramento and 59 Sacramento are owned by Dattala subject to no claim by Bursey, Segal, Precision or Acry.[15]

In Nevada, an action for quiet title may be brought by any person against another who claims an estate or interest in real property, adverse to him, for the purpose of determining such adverse claims. *See*, NRS 40.010. But WFG does not claim a current interest in either 50 Sacramento or 59 Sacramento. Dattala's quiet title and declaratory relief claims are improper against WFG and should be dismissed, if they are even asserted against WFG.

2. Dattala's Negligence Cause of Action Must Fail as Medina was not an Employee or even an Independent Contractor of WFG.

Dattala's Fifth Cause of Action – Negligence Per Se contends that: "WFG is liable for damages Dattala incurred as a result of Medina's negligence under the doctrine of respondeat

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[14] *See* Second Amended Complaint.
[15] *Id*.

superior."[16] Dattala claim must fail for the following reasons regarding WFG: (1) **Medina was not an employee or even an independent contractor or WFG**; and (2) **respondeat superior liability attaches only when the actor at issue was an employee** and the action complained of occurred within the scope of the actor's employment, which is contrary to the clear evidence set forth. *Rockwell v. Sun Harbor Budget Suites*, 112 Nev. 1217, 1223, 925 P.2d 1175 (1996).

i. No employer-employee relationship existed between WFG and Medina.

Dattala's Negligence cause of action is premised upon its inaccurate allegations that "Medina at all relevant times was an employee or agent under the control of WFG" and "Medina at all relevant times was either within the nature and scope of her employment as an employee of WFG or was acting as WF[G]'s agent and was within the scope of her agency when performing the notarial acts . . . ."[17]

The Nevada Supreme Court has used the following five factors when determining whether an employer-employee relationship exists in a particular case: (1) the degree of supervision exercised by the putative employer over the details of the work; (2) the source of the worker's wages; (3) the existence of a right on the part of the putative employer to hire and fire the worker; (4) the extent to which the worker's activities further the general business concerns of the putative employer; and (5) the putative employer's right to control the hours and location of employment. *Montgomery v. Ponderosa Const., Inc.*, 101 Nev. 416, 418, 705 P.2d 652, (1985); *citing Whitley v. Jake's Crane & Rigging, Inc.*, 95 Nev. 819, 603 P.2d 689 (1979).

(1) WFG did not provide any supervision over the execution and notarization of the Affidavit of Guarantor.

The undisputed evidence sets forth that not only was Medina not an employee of WFG[18] but that she was an independent contractor of Simple Signings, a third-party vendor of WFG. Dattala has not produced any contrary evidence. Medina testified:

> Q. . . . what do you understand about your relationship with your agency [Simple Signings]? Are you an employee or are you an independent

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[16] *Id.*, at ¶ 73.
[17] *Id.*, at ¶¶ 70 & 71.
[18] *See* Decl. of Santos, at ¶¶ 7-8, **Ex.** 2.

contract?

A. We are considered independent contractor vendors.

Q. Okay. Not employees?

A. I'm not an employee.

Q. Okay. And are you an employee - - now, that's your agency you're talking about?

A. Correct.

Q. What about WFG? Are they - - are you an employee or are you anything to them?

A. No.

Q. Okay. You don't - - the only relationship you have with them is that they get their work from - - the agency gets their work from WFG; is that correct?

A. Correct.[19]

Medina further testified:

Q. Have you ever - - has WFG ever gave you - - ever supervised you in regards to any of your notary activities?

A. No.[20]

WFG did not exercise any degree of supervision over the details of Medina's notarial acts regarding the Affidavit of Guarantor,[21] which weighs in support that an employee-employer relationship did not exist between WFG and Medina.

(2) Medina was paid as an independent contractor from Simple Signing, LLC.

Medina was paid as an independent contractor of Simple Signings, WFG's third-party signing and notarial service provider. Medina testified:

Q. And the $65 you were paid, is that Simple Signings that paid you?

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[19] Depo. Medina, at 70:18-71:1-10, **Ex. 6**.
[20] *Id*. at 60:9-12, **Ex. 6**.
[21] *See* Decl. of Santos, at ¶ 9, **Ex. 2**.

A. Yes, that is Simple Signings paid me.[22]

WFG did not pay Medina for her notarial acts regarding the Affidavit of Guarantor.[23] Simple Signings was paid out of the escrow funds and Simple Signings paid Medina. Medina was paid by Simple Signings as an independent contractor, which weighs in support that an employee-employer relationship did not exist between WFG and Medina.

(3) WFG has no right to hire or fire Medina.

WFG has no control or right to hire or fire Medina.[24] There is no evidence that were was ever an agreement with Medina for any services. WFG contracted with Simple Signings to obtain signatures and, where required, the notarization of signatures, to various documents by persons or entitles required to execute the documents as part of an escrow transaction.[25]

WFG did not have any control to hire or fire Medina, which weighs in support that an employee-employer relationship did not exist between WFG and Medina.

(4) Medina's activity do not further WFG's general business concerns as a national title insurance provider.

WFG uses many notary services throughout its general business services. Those notary services engage independent contractors or employees to complete the tasks assigned to them.[26] Medina did not engage in performing a title analysis, escrow services or insurance underwriting on behalf of WFG regarding the subject Property and her sole assignment, assigned by Simple Signings, was the notarial acts regarding the Affidavit of Guarantor,[27] which weighs in support that an employee-employer relationship did not exist between WFG and Medina.

(5) WFG has no control over Medina's hours and location of employment.

WFG did not exercise any degree of control over Medina's hours and location of employment.[28] As set forth repeatedly Medina was an independent contractor of Simple

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[22] *Id.* at 57:10-12, **Ex. 6**.
[23] *See* Decl. of Santos, at ¶ 10, **Ex. 2**.
[24] *Id.*, at ¶ 14, **Ex. 2**.
[25] *See* WFG Agreement for the Provision of Signing/Notary Services, attached hereto as **Ex. 4**; *see also* Decl. of Santos, at ¶ 6, **Ex. 2**.

Signings, a third-party vendor of WFG, which weighs in support that an employee-employer relationship did not exist between WFG and Medina.

(ii) As there was no employee-employer relationship between WFG and Medina respondeat superior liability cannot attach to WFG.

"Respondeat superior liability **attaches only when the employee is under the control of the employer** and when the act is within the scope of employment." *Rockwell*, 112 Nev. 1223 (emphasis added), *quoting Molino v. Asher*, 96 Nev. 814, 817, 618 P.2d 878, 879 (1980). "Therefore, an actionable claim on a theory of respondeat superior requires proof that (1) the actor at issue was an employee, and (2) the action complained of occurred within the scope of the actor's employment." *Id*. "The law is established beyond question, that one for whom services are performed by an independent contractor is not liable for the negligence or other delict or tort of such independent contractor." *Wells , Inc. v. Shoemake*, 64 Nev. 57, 64, 177 P.2d 451 (1947).

Medina was not the employee of WFG in any capacity and there is no contrary evidence regarding this point. Therefore, Dattala's respondeat superior liability cannot attach to WFG and Dattala's Negligence Cause of Action must be dismissed.

(iii) WFG is not liable for Medina's actions pursuant to NRS 240.150.

Even if this court determines that WFG is the employer of Medina, which WFG strongly opposes, WFG would still not be liable for any damages caused by Medina's actions. NRS 240.150(2) states:

> The employer [of a notary public] is liable for any damages proximately caused by the misconduct of the notary public, if: (a) [t]he notary public was acting within the scope of his or her employment at the time the notary public engaged in the misconduct; and (b) [t]he employer of the notary public consented to the misconduct of the notary public.

/ / /

/ / /

[26] *See* Decl. of Santos, at ¶ 11, **Ex. 2**.
[27] *Id.*, at ¶ 12, **Ex. 2**.
[28] *Id.*, at ¶ 13, **Ex. 2**.

3. As there was no Employee-Employer Relationship Between Medina and WFG Dattala's Cause of Action for Failure to Supervise, Inadequate Training and Education must fail.

The Nevada Supreme Court has clearly held, "[i]t is the basic tenet that for an employer to be liable for negligent hiring, training, or supervision of an employee, **the person involved must actually be an employee**." *Rockwell*, 112 Nev. at 1226 (emphasis added). WFG incorporates Section III.B.3. regarding the issue of whether Medina was an employee of WFG. As Medina was not an employee of WFG this claims fails as a matter of law.

IV. CONCLUSION

Based on the above, WFG respectfully requests this Court grant summary judgment in its favor on Plaintiff's causes of action asserted against it as there is no legal basis to support the claims.

DATED this 23rd day of August, 2021.

WRIGHT, FINLAY & ZAK, LLP

/s/ Aaron D. Lancaster, Esq.
Aaron D. Lancaster, Esq.
Nevada Bar No. 10115
7785 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
Attorneys for Defendant/Cross-Claim Defendant, 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 23rd day of August, 2021, I did cause a true copy of **WFG'S MOTION FOR SUMMARY JUDGMENT AGAINST PLAINTIFF** 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:

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

Exhibit 1

Exhibit 1

Exhibit 1

A.P.N. R. P. T. T. $ 9 2 0 7 3 0 0 1 2 9 6

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Irma Karolina McGrath and Susan Loesch Christensen who acquired title as Susan Loesch

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to John Dattala

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

Lot Twenty-eight (28) Block Two (2), Meadow Homes Unit No. 1 As shown by map thereof on file in Book Seven (7) of Plats, Page Five (5) in the office of the County Recorder of Clark County, Nevada, commonly known as ~~xxxxx~~ 50 Sacramento Drive, Las Vegas, Nevada 89110.

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

Witness ____ **hand** ____ **this** 5 **day of** June, 1992

IRMA KAROLINA McGRATH
Irma Karolina McGrath
Susan Loesch Christensen
SUSAN LOESCH CHRISTENSEN

STATE OF NEVADA } SS.
COUNTY OF Clark }

On June 5, 1992 personally appeared before me, a Notary Public, Irma Karolina McGrath Susan Loesch Christensen

who acknowledged that they executed the above instrument.

Signature Wendy R. Thomas (Notary Public)

(Notarial Seal)

NOTARY PUBLIC STATE OF NEVADA County of Clark WENDY R. THOMAS My Appointment Expires May 6th, 1994

ESCROW NO.)
ORDER NO.) John DATTALA
WHEN RECORDED MAIL TO: 50 SACRAMENTO DR LAS VEGAS, NEV.

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
I MCGRATH
07-30-92 AT 10 MIN
OFFICIAL RECORDS
BOOK: 920730 INST: 01295
FEE: 5.00 RPTT: [illegible]

160-462-002

Dattala v Precision Assets et al
Case # 84762
PRECISION00229
Page 267 of 2046

Exhibit 2

Exhibit 2

Exhibit 2

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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, [not licensed or domesticated in Nevada as a foreign entity], WFG NATIONAL TITLE INSURANCE COMPANY 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

DECLARTION OF JENINE SANTOS IN SUPPORT OF WFG'S MOTION FOR SUMMARY JUDGMENT AGAINST PLAINTIFF

[Hearing Requested]

I, Jenine Santos, do hereby declare under penalty of perjury of the laws of the State of Nevada as follows:

1. I am employed at WFG National Title Insurance Company ("WFG") as an escrow officer. This declaration is made in support of WFG's Motion for Summary Judgment against

Dattal v. Precision Assets et al
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Dattala. The following is based on my personal knowledge and if called upon to testify thereto, I could and would competently do so as the matters set forth herein.

2. As part of my job duties, I have access to WFG's records reflecting escrow files, title reports, and other acts, transactions, communications and history information with respect to real estate escrow transactions that WFG oversees, handles and retains in the regular course of its business. These records and the entries in these records are made and kept within the ordinary course of business and are made at or near the time of the act, events or conditions of record by a means which ensures their reliability and made by persons whose responsibility it is to record such acts, events or conditions.

3. I have reviewed WFG's records, documents and information for the escrow transactions at issue in this action. WFG's records reflect escrow files relating to the parcels of real property commonly known as 50 Sacramento Drive, Las Vegas, NV 89110 ("50 Sacramento") and 59 Sacramento Drive, Las Vegas, NV 89110 ("59 Sacramento").

4. WFG relies on these records in conducting its regular course of business.

5. Upon information and belief, Defendant, Lillian Medina ("Medina") did not provide any notarial services or any other actions relating to the 50 Sacramento Property.

6. WFG engaged Simple Signings, a third-party signing/notary services vendor,[1] to handle Dattala's execution of an Affidavit of Grantor regarding 59 Sacramento.[2]

7. Medina was not an employee of WFG, WFG has never provided any training or supervision regarding Medina's notary activities.

8. Medina was an independent contractor of Simple Signings, a third-party vendor of WFG.

9. WFG did not exercise any degree of supervision over the details of Medina's notarial acts regarding the Affidavit of Guarantor.

---

[1] *See* WFG Agreement for the Provision of Signing/Notary Services, attached to WFG's Motion for Summary Judgment against Plaintiff ("Motion") as **Exhibit 4**.

[2] *See* Assignment Order attached to the Motion as **Exhibit 5**.

10. WFG did not pay Medina for her notarial acts regarding the Affidavit of Guarantor. Simple Signings was paid out of the escrow funds.

11. WFG uses many notary services throughout its general business services. Those notary services engage independent contractors or employees to complete the tasks assigned to them.

12. Medina did not engage in performing a title analysis, escrow services or insurance underwriting on behalf of WFG regarding the subject Property and her sole assignment, assigned by Simple Signings, was the notarial acts regarding the Affidavit of Guarantor.

13. WFG did not exercise any degree of control over Medina's hours and location of employment.

14. WFG has no control or right to hire or fire Medina.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct to the best of my knowledge and belief.

DATED this 23rd day of August, 2021.

By: _____
Print Name: Jenine Santos

Exhibit 3

Exhibit 3

Exhibit 3

D. 2

20081124-0003906

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

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

Debbie Conway JJF
Clark County Recorder Pgs: 7

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

Title Order No. 5115012876
Escrow No. 5115012876-KR

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

5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT, BARGAIN AND SALE DEED

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

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

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

John Dattala, an unmarrieddman

that property in Clark County, Nevada, described as:

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

Dated November 14, 2008

Robert Milne

Dattal v. Precision Assets et al
Case # 84762
PRECISION0284
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State of Nevada
County of Clark

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

Sue Reilly
Signature of notarial officer

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

Dattal v. Precision Assets et al
Case # 84762
PRECISION0285
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ORDER NO. : 5115012876-KR

EXHIBIT A

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

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

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

Title Order No. 5115012876
Escrow No. 5115012876-KR

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

Clarification Copy

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT, BARGAIN AND SALE DEED

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

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

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

John Dattala, an unmarried man,

that property in Clark County, Nevada, described as:

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

Dated November 24, 2008

_____
Robert Milne

State of Nevada
County of Clark

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

_____
Signature of notarial officer

STATE OF NEVADA
DECLARATION OF VALUE FORM

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

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

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

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

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

5. Partial Interest: Percentage being transferred: 100%

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

Signature Robert Milne Capacity: Grantor

Signature _____ Capacity: Grantee

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

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

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

Escrow #: 5115012876-KR

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

3906 Cont'd

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a. 140-31-810-025
   b. _____
   c. _____
   d. _____
2. Type of Property:
   a. ☐ Vacant Land b. ☐ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other _____

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

3. a. Total Value/Sales Price of Property $ 69,000.00
   b. Deed in Lieu of Foreclosure Only (value of property) (_____)
   c. Transfer Tax Value: $ 69,000.00
   d. Real Property Transfer Tax Due $ 351.90
4. **If Exemption Claimed:** Clarification Copy
   a. Transfer Tax Exemption per NRS 375.090, Section _____
   b. Explain Reason for Exemption: _____
5. Partial Interest: Percentage being transferred: _____%

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

Signature _____ Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Robert Milne	Print Name: John Dattala
Address: 2432 Greens Ave	Address: 50 Sacramento Dr.
City: Henderson	City: Las Vegas
State: NV Zip: 89014	State: NV Zip: 89044

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

Print Name: Old Republic Title
Address: 8861 W. Sahara, Suite 290
City: Las Vegas
Escrow #: 5115012876
State: NV Zip: 89117

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

3906

Exhibit 4

Exhibit 4

Exhibit 4

Williston Financial Group

CALIFORNIA WFG AGREEMENT FOR THE PROVISION OF SIGNING/NOTARY SERVICES

THIS WFG AGREEMENT FOR THE PROVISION OF SIGNING/NOTARY SERVICES (Agreement) is made this ____ day of _____, 20____ between _____ (Closing Agent) and Williston Financial Services LLC and all subsidiaries (WFG) (collectively referred to herein as the "Parties") for purposes of establishing the terms and conditions pursuant to which Closing Agent will provide contract and/or notary signing services to persons or entities referred to Closing Agent by WFG in the state of California.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties understand and agree as follows:

1. **SERVICES RENDERED:** Any and all services to be rendered by Closing Agent or its employees, agents or contracted persons assigned to perform services on behalf of WFG (collectively, the Closing Agent Parties) shall solely consist of, and be limited to, the obtaining of signatures and, where required, the notarization of signatures, to various documents by persons or entities required to execute the documents as part of an escrow transaction.

2. **LICENSES, BONDS, AND ERRORS AND OMISSIONS INSURANCE:** Closing Agent represents and warrants that, as applicable, it and each of the Closing Agent Parties is (i) the holder of a current, valid, unrevoked and unexpired notary commission issued by the applicable Secretary of State where such services are performed; (ii) currently bonded in the manner and in the amount required by such applicable State laws governing the conduct of notary public and (iii) the holder of a current, valid, unrevoked and unexpired Errors and Omissions Insurance Policy in the minimum amount of $100,000.00 **[$250,000.00 may be required by some regional and national lenders]**

3. **TRAINING AND KNOWLEDGE:** Closing Agent represents and warrants that it and the Closing Agent Parties have received adequate training and have a correct understanding of the limited scope of services to be provided by such persons under this Agreement as well as those actions to be undertaken in the event Closing Agent or the Closing Agent Parties are requested to provide services that exceed the scope of their limited assignment.

4. **QUESTIONS ON DOCUMENTS:** Closing Agent represents, warrants and covenants that it and the Closing Agent Parties will refer any and every question of a substantive nature to a designated representative of WFG with respect to any and all documents for which Closing Agent or the Closing Agent Parties are assigned to perform services on behalf of WFG. WFG agrees to

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...ade instructions by which Closing Agent and the Closing Agent Parties may contact a WFG representative to respond to such inquiries.

5. **COMPLETION OF REQUIRED SERVICES:** Closing agent agrees that all documents provided by WFG for signature and/or notarization shall be immediately forwarded to WFG following execution and completion of required services, in the manner prescribed by WFG instructions.

6. **HANDLING OF ESCROW FUNDS:** Closing agent acknowledges and agrees that they will not handle or disburse funds that are held in escrow, or otherwise. However, they are responsible for collecting the consumer's cashier checks, if required in the transaction, and delivering those funds to WFG along with the final documents.

7. **CONFIDENTIALITY:** Closing Agent and the Closing Agent Parties acknowledge and agree that all, and all Confidential Information (as defined below) is and shall remain the property of the Disclosing Party (as defined below), shall be held in strict confidence by Closing Agent and the Closing Agent Parties, shall not be used for Closing Agent's or any of the Closing Agent Parties' own or any other person's advantage to the disadvantage of the Disclosing Party, and shall not be used for any purpose other than the provision of Closing/Notary Services.

   "Disclosing Party" means WFG, any affiliate thereof or any financial institution that discloses Confidential Information to Closing Agent.

   "Confidential Information" means any information related to a consumer or client of WFG and/or a Financial Institution, all technical, business, personnel, taxpayer or other information including, without limitation, financial institutions', WFG's customers' or clients' information however communicated or delivered by a Disclosing Party or WFG to Closing Agent.

8. **PRIVACY AND DATA SECURITY:** Closing Agent acknowledges that financial institutions require WFG and its vendors and other subcontractors to adhere to and comply with all relevant privacy laws, including, without limitation, the Gramm-Leach-Bliley Act, as may be amended from time to time (Privacy Laws) and privacy standards in accordance with policies adopted by such financial institutions. In providing Closing Services/Notary Services pursuant to this Agreement, Closing Agent and the Closing Agent Parties agree to adhere to and comply with any and all Privacy Laws and such privacy standards and policies. Closing Agent and the Closing Agent Parties also agree to adhere to and comply with WFG Internal and External Notary Public and Signing Services Policy and Procedures attached hereto as "Exhibit A" and incorporated herein.

   To the extent that regulations promulgated under the Gramm-Leach-Bliley Act, or any other relevant laws that require additional or modified security, privacy, or confidentiality agreements between financial institutions and WFG as a vendor, each party, including Closing Agent, agrees that it will execute such additional or modified agreements as required. Each party shall ensure that any additional or modified agreements comply with the requirements of Gramm-Leach-Bliley Act or any implementing regulations.

Closing Agent agrees that WFG or financial institutions, with or without prior notice, may conduct on-site reviews of Closing Agent's information security policies to ensure the protection of Confidential Information. Examples of these policies include, but are not limited to, access control, password standards, physical security, document disposal and encryption.

During the course of performance under this Agreement, Closing Agent shall ensure the following: (i) adequate supervision and risk assessment processes are in place to maintain controls over Confidential Information; (ii) a security awareness program and training has been completed that communicates security policies and privacy policies to all employees or personnel having access to Confidential Information; and (iii) immediate notification to WFG by notice to WFG National Title Insurance Company, 12909 SW 68th Parkway, Ste. 350, Portland, OR 97223, Attn: Joseph McCabe, General Counsel, of any breaches of security that may impact the security or integrity of Confidential Information.

9. **COMPENSATION:** WFG agrees that it will be responsible for payment of compensation to Closing Agent, exclusively, for services performed by Closing Agent and the Closing Agent Parties under this Agreement. Such compensation will be based upon a fee agreed to at the time of assignment of services. Closing Agent agrees it will be solely and exclusively responsible for any and all payments of compensation and expenses, to the Closing Agent Parties. The Closing Agent will not refuse to perform services for an assignment that the Agent has previously accepted in dispute over a negotiated fee. The Closing Agent will only charge and receive the fee for rendering signing services in connection with a transaction and will not accept or charge an illegal referral fee, rebate, unearned fee, kickback or fee-split. The Closing Agent will not attempt to collect the signing fee from the signer in the event that WFG fails to remit payment promptly. The Closing Agent will keep a separate and detailed record of all fees received and expenses incurred for each assignment.

10. **TERM AND TERMINATION:** Once this Agreement is fully executed by all parties, the term shall commence on the date first written above and continue thereafter until terminated (i) by mutual agreement of the parties; (ii) the cessation of worked referred by WFG to Closing Agent; (iii) Closing Agent's breach of this Agreement and failure to cure the same within three (3) days of receipt of written notice of default from WFG, or (iv) thirty days advance written notice from one party to the other for any or no reason. In the event of termination by WFG, the Closing Agent shall be required to return at Closing Agent's expense all unfinished work and work-in-process according to instructions provided by WFG.

11. **REMEDIES:** Unless otherwise expressly limited in this Agreement, in the event of breach by one party, the other party will be entitled to exercise any and all rights and remedies available to it at law or in equity (including via injunctive relief for specific performance by either party of the obligations due and owing by the other party to this Agreement), whether concurrently or separately, and the exercise of one remedy will not be deemed an election of such remedy or preclude the right to exercise any other remedy. Without limiting the generality of the

foregoing, either party may offset any fees it owes to the other party against amounts it is otherwise owed by such party under this Agreement.

12. **ATTORNEYS' FEES**. In the event a dispute arises under the terms of this Agreement and either party commences litigation or submits the matter to alternative dispute resolution, including but not limited to, arbitration, the prevailing party as determined by a court of competent jurisdiction or an arbitrator designated to act as fact finder in arbitration shall be entitled to recover reasonable legal fees (including, if applicable reasonable charges for in-house counsel), and other legal expenses from the non-prevailing party.

13. **INDEMNIFICATION**. Closing Agent shall defend, indemnify and hold harmless WFG and its employees, officers, directors (or equivalent), agents, assigns and successors-in-interest against any and all claims, suits, actions, proceeding or demands, and judgments, losses, payments, costs (including costs related to the provision of notices to customers or consumers, or monthly credit monitoring services), expenses (including costs related to investigation or reasonable attorney's fees), damages, settlements, liabilities, fines or penalties incurred or levied against WFG as the indemnified party, arising from or relating to: (i) the breach by Closing Agent of any of its obligations, covenants, representations or warranties under this Agreement; (ii) non-compliance by Closing Agent with any law or regulation related to their performance under this Agreement; (iii) the infringement, misappropriation or other violation of WFG intellectual property rights; or (iv) the negligent, fraudulent or criminal acts or omissions, or willful misconduct of Closing Agent. Indemnification hereunder is not intended to restrict the direct liability or responsibility of WFG to any consumer who is a customer of WFG; however, WFG shall seek indemnification from Closing Agent for any act or failure of Closing Agent that exposes WFG to potential liability.

This Agreement contains all of the agreements between the Parties with respect to the performance of services by Closing Agent and the Closing Agent Parties on behalf of persons or entities referred by WFG. Any modification, alteration or change to this Agreement will be effective only by means of written modification, alteration or change which is in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement on the date first written above.

Closing Agent:

By: _____
Signature

CEO
_____
Title

WFG:

By: _____
Signature

_____
Title

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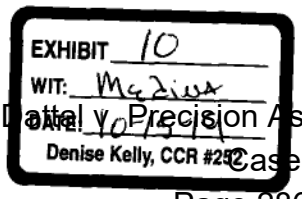
Exhibit 5

Exhibit 5

Exhibit 5

EXHIBIT 10 EXHIBIT 10

EXHIBIT 10 EXHIBIT 10



Order placed with Simple Signings
Escrow #19-282997

Transaction #92027999 - 04/29/2019 09:06 AM
Placed by Jenine Santos (jenine.santos@wfgnationaltitle.com)
WFG National Title Insurance Company - (w): 702-777-8292

Signing Appointment

04/29/2019 (Monday 12:30 PM), 1st Trip
43 Ronald Ln

Las Vegas, NV 89110

Borrower(s)

John Dattala

Notifications

Special Instructions

Ink Preference: No Preference
Language: English

Notes

Please contact Mr. Bursey 702-559-7956 to confirm appointment. He will confirm appt and be there at John's house. Please make sure that the notary confirms the appointment before they print the docs******

Document Request

Notary: Lillian Medina
lmnotaryagent@yahoo.com
(w):, (c):702-701-4837
818 S. 7th St Apt #4
Las Vegas, NV, 89101

Package Type:	Single Document
Document Sets:	1 Set
Documents Sent Via:	E-Mail Only
Attorney Required:	No
Power of Attorney:	No
Signing as Trustee:	No
Docs Date Sensitive:	No
Scanback:	No

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Return Document Delivery

Method: FedEx
Tracking
Billing Account:
Delivery Address: Jenine Santos
7450 Arroyo Crossing Pkwy
Ste 270
Las Vegas, NV 89113

Hand - Delivered

Confirmed Appointment	Yes
Received Docs	Yes
Will it make FedEx/UPS or other courier service for next day delivery	Yes
Can notary print legal and letter in same attachment if need be?	Yes
If it is required to get a copy of IDs ask notary to have borrower make a copy of it to send back with signed docs or have borrower send to escrow directly	Yes

Exhibit 6

Exhibit 6

Exhibit 6

888.832.0050

www.RocketReporters.com

Dattala vs Bursey, et al

ROCKET REPORTERS

Videotaped Deposition of

LILLIAN MEDINA

October 15, 2019

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

vs.

CASE NO.
A-19-794335-C

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

Defendants.
_____/

VIDEOTAPED DEPOSITION OF LILLIAN MEDINA

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

on Tuesday, October 15, 2019

at 2:10 p.m.

at 318 South Maryland Parkway
Las Vegas, Nevada

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

page 2

APPEARANCES:
For the Plaintiff:
BENJAMIN B. CHILDS, ESQ.
318 South Maryland Pkwy.
Las Vegas, Nevada 89101
702.385.3865
ben@benchilds.com
For Defendant Eustachius C. Bursey:
THOMAS M. FRONCZEK, ESQ.
5550 Painted Mirage Road
Suite 320
Las Vegas, Nevada 89149
702.589.7520
toby@relieflawyersnv.com

For Defendant Precision Assets LLC and WFG National Title Insurance Company:
ANDREW A. BAO, ESQ.
WOLFE & WYMAN LLP
6757 Spencer Street
Las Vegas, Nevada 89119
702.476.0100
aabao@wolfewyman.com

For Defendant Acry Development LLC:

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

For the Deponent:

JOEL F. HANSEN, ESQ.
HANSEN & HANSEN LLC
9030 West Cheyenne Avenue
Suite 210
Las Vegas, Nevada 89129
702.906.1300
jfhansen@hansenlawyers.com
///

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APPEARANCES (CONT'D):

Also Present:

ANDREW ROMOFF, VIDEOGRAPHER

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INFORMATION TO BE SUPPLIED

None

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EXHIBITS

	DESCRIPTION	MARK'D	IDENT'D
Exhibit 1	- Admonitions for a Deposition	5	6
Exhibit 2	- Affidavit of Grantor Escrow No. 19-282990	5	11
Exhibit 3	- Affidavit of Grantor Escrow No. 19-282997	5	31
Exhibit 4	- Affidavit of Notary Lilian Medina re: Signature of Eustachius Bursey	5	99
Exhibit 5	- Affidavit of Notary Lilian Medina re: Signature of John Dattala	5	20
Exhibit 6	- Affidavit of Lillian Medina 9/6/19	5	36
Exhibit 7	- Affidavit of Lillian Medina 9/13/19	5	36
Exhibit 8	- Notary Ledger Page 4/29/19	5	13
Exhibit 9	- Email from Lillian Medina, 9/9/19	5	60
Exhibit 10	- Simple Signings Order Escrow 19-282997	5	22
Exhibit 11	- Copy of Notary Handbook	5	92
Exhibit 12	- Quitclaim Deed APN 140-31-810-025	5	--
Exhibit 13	- Simple Signings Payment Voucher	95	95

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LAS VEGAS, NEVADA, TUESDAY, OCTOBER 15, 2019, 2:10 P.M.

* * * * *

(Deposition Exhibits 1 through 12 marked.)

THE VIDEOGRAPHER: Good afternoon. Today is October 15th, 2019. The time is approximately 2:10 p.m. This begins the video deposition of Lillian Medina.

We are located at the Law Office of Benjamin B. Childs at 318 South Maryland Parkway, Las Vegas, Nevada 89101.

My name is Andrew Romoff, court videographer with Las Vegas Legal Video.

This is Eighth Judicial District Court, Clark County, Nevada, Case No. A-19-794335-C, in the matter of John Dattala, plaintiff, versus Eustachius C. Bursey, et al, defendants.

This video deposition is requested by the attorneys for the plaintiff.

Will counsel and all present please state your appearances for the record.

MR. CHILDS: Benjamin Childs for the plaintiff.

MR. DZIMINSKI: Brian Dziminski on behalf

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of Acry Development, LLC.
MR. BAO: Andrew Bao on behalf of defendants Precision Assets, LLC and WFG National Title Company.
MR. FRONCZEK: Thomas Fronczek on behalf of defendant Eustachius Bursey.
MR. HANSEN: Joel Hansen on behalf of Lillian Medina, defendant.
THE VIDEOGRAPHER: The witness may now be sworn in by Denise Kelly of Rocket Reporters.

LILLIAN MEDINA,
having been first duly sworn, was examined and testified as follows:

MR. CHILDS: We are ready? Okay.

EXAMINATION

BY MR. CHILDS:

Q. So how do you want me to address you?
A. Lillian is fine.
Q. Okay, Lillian. So have you reviewed what has been marked as Exhibit 1, your admonitions for a deposition?
A. Yes, sir.

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Q. Okay. Do you have any questions about that?
A. No, sir.
Q. All right. Have you ever had your deposition taken before?
A. This is my first.
Q. Okay. So why don't you give me just a very brief background of your education and work history.
A. I am born and raised in California. I went to school there, high school.
I moved out here about 26 years ago.
And I first became a notary back in California, but I didn't pursue it as much. And then I pursued by notarization here in Nevada.
What more information would you like?
Q. What is your highest level of education?
A. High School.
Q. You graduated from high school?
A. Correct.
Q. What high school did you graduate from?
A. Montebello High. Montebello, that's where I'm born and raised.
Q. Okay.
A. Well, I wasn't born in. Raised. Born in Bellflower, California.

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Q. So what has your work history been?
A. Okay. So I have been with the law office that I'm with now since June 24th. Prior to that, I was with the other law firm, Guymon & Hendron, for over a year.
Prior to that, I worked at a restaurant. I was there for 15 years. It's a restaurant called Sonio's Cafe on Valley View and Charleston. Managed and run the restaurant for 15 years.
Prior to that, it was funny, as I mentioned to you, I worked with Wayne Murray at Acrylic Works for probably three to five years. I kind of lost track how many years I was with Wayne.
And then prior to that, I worked at Valley Hospital for seven, eight years as a CNA. But then towards my last years at Valley Hospital, I also became a call it secretary unit nurse. Secretary unit of -- secretary of the unit.
So like a surgical floor or an SICU, they would transfer to us and then we would just do all the data entry.
That's just here in Nevada. I mean, do you want to go as far back as California?
Q. Sure.

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A. The majority of my jobs have all been long term. I've never had short jobs. So when I moved -- before I moved out here, I worked in the garment industry in LA for a long time. Probably eight, nine years. Started as a receptionist. Worked my way up to production. We worked in production with the manufacturers. Then I worked with the designers. I always got promoted.
Q. So how long have you worked for law firms out here?
A. Like I said, I have been with Wayne Murray since June -- not Wayne, Brandon --
Q. We all like Wayne.
A. I know, I love Wayne.
Q. I love Wayne too.
A. I know. Brandon McCoy, I have been with him since June 24th. I remember the day.
And then prior to that, I got my offer by Gary Guymon, who I knew Gary from the restaurant. I've known Gary all my years at the restaurant 15 years. Always enjoyed talking with him.
When I left the restaurant, I was doing my notarization kind of like full time. But then to supplement my income I was doing Postmates. It's an online delivery service kind of like Grubhub. I tried

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doing Uber, which I didn't feel comfortable having somebody in my car with me. And I always was really comfortable with customer service with the food, so I liked that.

So Gary gave me the opportunity, but he didn't have anything full time. So it was only part time. So I only worked like maybe 20 hours a week with Gary.

Q. When did that start, though?

A. Gary? I can give you the actual date, because his secretary now, she has my records still. But I want to say I was -- before I went with Brandon, I was probably with Gary and Lance for like a year. A good year. But it was still part time, but it was a year. But I would always go in when somebody would call in sick. Gary or Lance would call me, "Hey, can you come in?" I said, "Sure, I'll be right here."

Q. And you worked for this other firm since June, so that's about six, seven months?

A. Yes.

Q. And so you worked for law firms for the last two years?

A. At least coming close to two years, yeah.

Q. Okay.

A. Yeah.

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Q. So you know why we are here today?

A. Sure.

Q. I'm just going to jump right into it.

A. I'm ready.

Q. Good. Me too.

MR. CHILDS: So here's these documents. I can just save everybody some time.

THE WITNESS: We will share.

BY MR. CHILDS:

Q. Okay. And you can look at the official one if you want to.

Let's look at Exhibit 2. You produced some documents today, right?

A. Yes, sir.

Q. And you produced some documents about, what, a month ago?

A. A month ago?

Q. Yes, because you --

A. Oh, okay, when all this started. Okay, yeah.

Q. So have you done a search of your documents related, anything related to this case?

A. As far as like what I notarized the day of the signing?

Q. Anything related to this case --

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A. Not myself.

Q. -- have you searched?

A. No.

Q. You haven't?

A. I mean, I don't understand the question. You have to excuse me.

Q. Have you tried to gather all the documents that could possibly be related to this case? Have you made any effort in that regard?

A. I brought it in.

Q. Okay. So you produced everything that you know of that you have?

A. What I have, yeah.

Q. Okay.

MR. HANSEN: We handed, we handed you and the document examiner that stack that we brought with us today.

MR. CHILDS: Okay. I'm asking that the witness answer the questions.

BY MR. CHILDS:

Q. But that raises a question. Why were those documents not produced a month ago? Why were they just produced today? Did you just find those or?

A. No, I've had them since day one.

Q. Okay.

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A. I was never asked.

Q. Okay. Let's skip right to Exhibit 8.

A. No. 8?

Q. This is an exhibit that was produced by Mr. Bursey --

A. Mr. Bursey.

Q. -- on June 3rd.

A. Okay.

Q. So it's a copy --

A. You did say No. 8, right?

Q. No. 8.

A. Okay. Make sure I'm looking at the right one.

Q. And so, how did he acquire this? How did he acquire these copies of your notary journal?

A. I sent these copies to WFG.

Q. Okay. When?

A. Oh, I don't have the actual date, sir. Probably around the time when I did my affidavit for them. So June 3rd. Around June.

Q. Okay.

A. Because this is when this was brought to my attention when this began, and they wanted to see my book.

Q. All right. Who was that? Who was your --

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who wanted to see it? Do you have the individual's name?
A. I do. Can I look for it?
Q. That's probably not a good idea, but okay.
A. I mean, I don't --
Q. If you have it.
A. Yeah, I do. But you said it wasn't a good idea, so I don't want to do anything that's not right.
Q. Those are quite a few documents.
A. Which you have.
Q. I have all those documents?
A. I don't know.
Okay. I need to look for my -- did I pass it? Jenine Santos was my contact with WFG.
Q. What did she say on June 3rd?
A. What did she say?
Q. Yeah. How did she approach acquiring a copy of your notary book?
A. She called me over the phone and she said that -- I don't remember exactly verbatim, but that Mr. Dattala was stating that he didn't sign the Affidavits of Grantor.
Q. Um-hum.
A. And she asked me, "Do you have your notarization book?" I said, "Sure." And then that's

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when I took the picture and I sent them to her.
Q. Okay. So show me where on page 8 it has his signature in there.
A. Show me, sir?
Q. Yes. In Exhibit 8.
MR. HANSEN: Show you what?
THE WITNESS: Show me what?
BY MR. CHILDS:
Q. Where it has the signature in there.
A. I don't know. I can't explain that, sir.
Q. Okay.
A. I mean, I don't --
Q. Did you intend to send her the entire portion of your notary book from April 29th, 2019?
A. I sent her what she requested.
Q. Okay. All right.
A. But I'm pretty sure I did send the signature, because I wouldn't just send this.
Q. Um-hum.
A. I mean, because this is just the beginning entry. And then the second page is the description of the documents. And then there is still an extension to that, so...
Q. How well do you know this Jenine Santos?
A. I don't know her at all.

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Q. Okay. How often do you work for WFG Title?
A. I've done a few closings. I don't know offhand. If you would like the number, I can look it up. But I don't know if it's going to be stated. But I'm an independent notary, I work with an agency.
Q. Um-hum.
A. So this assignment was given to me from my agency who was contracted with WFG --
Q. Okay.
A. -- like a third party.
Q. Well, approximately. More than 10 in the last year?
A. Oh, yeah. I've done a lot of notarizations.
Q. For WFG.
A. No.
Q. Let's be --
A. No. No. No.
Q. -- clear what the question is.
A. I can't give you a number, I'm sorry.
Q. More than five?
A. Yes. I was going to say, I feel comfortable saying more than five.
Q. Less than 20?

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A. Definitely.
Q. Okay. More than five and less than 20?
A. Definitely.
Q. In the last year?
A. Yes.
Q. Okay. For WFG?
A. Yes.
Q. Do you ever communicate with them directly or do you just go through your agency?
A. We are required to go through our agency. The only time we talk directly with the title or the escrow or the lender is if there is an issue arises at the signing table and I'm not able to get ahold of my agency, then we are given their contact information, then we can call the agent --
Q. Okay.
A. -- and ask questions should something arise.
Q. All right.
A. So we are always told to deal with the agency first, because they will communicate with the escrow title lender.
Q. So do you ever get any written instructions from --
A. Lots.

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Q. -- WFG or the --
A. Wait, from WFG?
Q. Yes.
A. Written instructions?
Q. On how to handle your assignment?
A. Could you be more specific?
Q. No.
A. I know. I wouldn't know how to answer that question.
Q. How do you know what to do?
A. Well, it would depend on what I'm notarizing. Is it a refi? Is it a HELOC? Is it an Affidavit of Grantor? Depends what it is. They are not all the same.
Q. Okay. Well, let's say it's an Affidavit of Grantor. How many times have you done that?
A. Quite a few.
Q. Okay.
A. Especially when they are refinancing, because a lot of times they will do an affidavit. They will change the Quitclaim Deed because they want to change the name from a previous marriage to the -- happens all the time.
Q. So for an Affidavit of Grantor, how do you know what to do?

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A. How do I know what to do?
Q. Yeah.
A. Okay. Well, definitely verification of the grantor who --
Q. Now, who tells you, who tells you what to do?
A. Oh, my agency gives me all the information.
Q. Okay.
A. They give me all the information. WFG will set the standard for what we are supposed to do. My agency will give me the information and let me know what we need to do.
Q. Is it just a copy of what WFG gave to them?
A. A copy? The documents are uploaded on our portal on the website. On the agency's website the documents are uploaded.
Q. On what you're supposed to go and have the person sign?
A. Correct.
Q. Are they completed and they're just ready for signature or do you fill anything in?
A. Typically they are completed. But I have had many times where I would have to assist completing

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all the information.
Q. Okay. Did you ever go through any training for -- by your agency or WFG for --
A. My agency did a training, but it wasn't related to these particular documents. But I do online schooling. Like with the National Notary Association we have to take a test annually to renew our commission. It's not the commission, but -- the National Notary Association is only good for one year. So when you renew it, you take like a test online.
And there is a variety of different documents that they try to cover what we could be possibly covering as a notary.
Q. When's the last time you renewed it?
A. Actually, that's why I brought this here. May 2019. Which we also do a background screening as well, that's part of the requirements.
So I just renewed this May 15th, 2019. And my NNA membership is good to May 31st, 2020. Because see, it's only good for a year.
Q. Okay. So let's look at Exhibit 5, which is an affidavit that was dated June 5th.
A. No, it's says June 3rd.
Q. Strike that. It's June 3rd.
A. Yes.

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Q. So did WFG ask you to fill this out or how did this one --
A. This is when everything was brought to my attention. This is when I got the call from Jenine when she said Mr. Dattala was stating that he wasn't in my presence or that he didn't sign. So she asked me to do this notarization.
This is all my information. This is all my submission. This is all my signing. Mr. Dattala was -- did not sign this document.
Q. I understand that.
So you read it before you signed it, right?
A. Of course.
Q. Okay. Is everything in there accurate?
A. Yes, sir.
Q. Okay.
A. It was from the State of Nevada for the Clark -- County of Clark. I notarized the signature of, and I stated Mr. Dattala's name. The date of my notarial act was April 29th. The type of identification provided was his Nevada driver's license. And the capacity of the signer was he was an individual and also as a grantor, which is what his capacity was for me.

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Q. Okay. Let's look at Exhibit 2. This was the meat and potatoes here. So how did you get this affidavit to sign? Did somebody have it or it was uploaded to your --

A. Yes, this is the documents that were uploaded to my portal. And so I had to print them. And then when I printed them, which I have copies here, would you like to see them?

Q. Are those the documents that were provided today?

A. Yes, yes.

Q. Yeah, I have them.

A. Just copies. So that's how they were submitted to me.

Q. Okay.

A. They were blank. Completely blank.

Q. Okay. And so how did you know where to go? And I think I have the answer to that in Exhibit 10.

A. Know where to go as far as like who was going to be the grantor?

Q. Yeah, because this is just a blank document.

A. Okay.

Q. So Exhibit 10 is the assignment, I

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believe.

A. 10. Okay, yeah. That's my, that's my assignment from.

Q. For this particular signing?

A. Yes.

Q. Okay. And so it says the contact, Mr. Bursey?

A. Um-hum.

Q. And then he is going to confirm and be at John's house. "Please be sure to make sure the notary confirms the appointment before they print the documents."

A. Which we always do.

Q. And so, it's required to get a copy of IDs and ask the notary to have borrower make a copy of this to send back with signed documents or have borrower send it to escrow directly?

A. Um-hum.

Q. Okay. And so, do you have -- did you get Mr. Bursey's ID?

A. So when I called to make the appointment with Mr. Dattala --

Q. That's a "yes" or "no" question.

A. Oh, pardon me. Yes.

Q. Oh, good. Do you have a copy of it?

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A. I don't keep them. I submitted it to WFG along with the affidavits when I submitted it that day.

Q. Okay. And so you don't have Mr. Bursey's ID?

A. Not on me, sir.

Q. Yeah. And --

A. But he did, he submitted it to me that day.

Q. What was it?

A. The identification?

Q. Yeah.

A. I have to get my book. I don't remember. I don't think it was a driver's license. Do you mind if I look?

Q. No, go ahead.

A. Thank you.

It was a passport, I remember now.

Q. Interesting.

A. Yeah.

Q. Okay. And you gave that to WFG?

A. Um-hum.

Q. And they didn't give that back to you?

A. They never give the docs back to me, sir.

Q. Well, somebody got John Dattala's ID back.

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A. When I requested, when I spoke to Mr. Dattala to confirm our appointment, one of the requirements I did tell him was, "Please have a copy of your driver's license when I get there. And please have all parties submit a copy."

The day of the appointment, he did not submit a copy to me. So I took a picture on my phone which he allowed.

Q. Okay. And so you had the picture on the phone --

A. Um-hum.

Q. -- of his driver's license?

A. Um-hum.

Q. And so, I think we can agree that Mr. Bursey did not sign your notary book?

A. Correct.

Q. Okay. And on April 29th, Mr. Dattala did not sign your notary book?

A. No, neither party did.

Q. Okay. So why don't you tell me about what happened and how that came about?

A. Which? Should I start from the beginning?

Q. Sure.

A. Okay. I arrived in the morning to Mr. Dattala's house. He has a small gate on the front

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of the house. John was outside. I introduced myself, he said he was John. I said, "How do I get into the gate?" He said, "You don't need to come in." He goes, "I'm going to come outside." I said, "Sure, no problem."

I waited. As we were waiting outside, Mr. Bursey walked up. And we all introduced ourselves. I said, "Where would you like to continue with this signing?" And he goes, "We can just do it in the back of my truck."

I got concerned. I called my agency to make sure that was going to be okay. I've done notarizations at coffee houses, restaurants, hotels, in the back of a patio. You know, wherever the signer is comfortable. This was my first in the truck.

So I called to make sure, "Is this going to be okay?" They said, you know, he had a right not to let me go on his property. And I said, "Okay, I agree." They said, "No, it's fine, as long as they are both aware what they are going to be doing." And I said, "Okay."

Once I got off the phone, I said, "Okay, as long as you understand what we are about to do." They both understood.

Q. What? What did they say indicating they

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understood?

A. Well, when I submitted my oath to them, I said -- I submitted my oath to them before we started anything. That's the one thing that I did. You know, I said, "Do you understand what you're supposed to do?" Mr. Dattala, because Mr. Dattala was the grantor. So I submitted my oath to him, and I said, "Do you wish to continue out here?" And he said, "Yes."

Q. Okay. So what else happened?

A. So then that's when it was getting tricky trying to write, because the back of a pickup truck has these grooves. I was like using my book and I have the papers on top, and I'm trying to get their -- first I'm getting their IDs.

Mr. Dattala still handed me his physical ID, so I'm writing all the information down, trying to write all this down, write all this down, everything.

Then it started to rain, not heavy but it started to rain.

Mr. Bursey was a very gentleman. He was holding an umbrella over me and I'm still trying to write in the back of the truck.

Then Mr. Dattala offered me to sit inside of the truck. So I did. I said, "Okay, I'll sit in

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the front. So I sat in the front." And I'm filling out, filling everything out.

Then we got to the forms. And I said, "Well" -- I said, "These are blank." I said, "You need to fill this out." And then they had requested that I fill it out for them. I said, "Okay, sure."

So I asked them, "We need to state exactly who is the grantor and who is the grantee." And Mr. Dattala introduced himself as the grantor of both the properties, there were two properties. And Mr. Bursey acknowledged that he was going to be the grantee of the properties.

I continued, I filled out the documents. It didn't go as this fast because we were talking a lot. We were talking a lot. It didn't go as fast as the way I'm describing it to you.

Q. How long did it take?

A. Probably said and done, 30, 30 to 40 minutes, between there. 30 to 40 minutes. It didn't go as fast as this.

Q. Okay. What took 30 or 40 minutes to do because there is not much to fill out on here?

A. One of my comfortable -- that I like to do as a notary, is I like to talk and ask questions to make sure that the person that is doing the deed, the

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transaction, understands.

So we were talking, me and John and Mr. Bursey. We were talking.

As I was filling out my book, they were communicating, laughing and joking. Mr. Dattala was even mentioned to me after this transaction was going to complete that he was looking into acquiring a new property. And he even mentioned, if I remember correctly, the property across the street from where we met or on that street in that area. He was looking at a new property to acquire.

And then he mentioned, "Well, you know, should that go through, I'll give you a call so you can notarize that one too." I said, "Okay, great. Thank you so much."

Mr. Bursey was communicating as well about what his plans were to do with the property. And if I remember correctly, renovate, I think like some renovations. It was -- we were communicating very personal. It just -- the scene was unusual, but our communication was comfortable. There was no duress. Nobody was...

Q. Okay. So what part of this form of Exhibit 2 did you fill out? Anything?

A. I -- let me go to 2. I completed

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everything for them but their signatures.
Q. Okay. So everything on here but their signatures is your writing?
A. Yes.
Q. Did you use the same pen or did you have different pens?
A. No, I believe I gave them -- I always give their each a pen.
Q. So there were --
A. Same color, same brand.
Q. There were three separate pens used?
A. I believe so, yes.
Q. Okay.
A. Sir, may I correct that, please?
Q. Sure. I wasn't there, I just want to find out what happened.
A. I don't want to say I did give them each separate pens, because sometimes I know -- sometimes I run out of pens.
So I can't -- I -- definitely two pens were used for sure. I'm not going to say three. I can't. I don't recall.
Q. Okay. And you, you wrote in everything as --
A. As they told me.

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Q. I'm just trying to get who signed this and who wrote on it.
A. Yes.
Q. The only thing that they wrote was their signatures?
A. Correct.
Q. Everything else is your handwriting?
A. Correct.
Q. Let's look at Exhibit 3, which is the one that was done the same day.
A. There are two different properties.
Q. Yes, two different properties. So did you ask them about these properties?
A. Do I ask them? In what way, sir?
Q. Yeah. So you were saying you were inquiring about the grantor about what --
A. My only question to Mr. Dattala that if -- as I administered my oath to him, did he understand what he was doing relinquishing these properties to Mr. Bursey. As far as these properties, that's all we talked. Our, our communication was outside of that.
Q. Yeah. Okay. But you understand this is talking about a deed that was already signed. So it wasn't relinquishing anything.
A. No, this --

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Q. Is it your testimony that you were telling them that there was some -- this was transferring an interest in real estate?
A. No, sir.
Q. Oh.
A. No. No. No.
Q. What did you tell them?
A. I said, "Please read, understand what you're doing, so you understand that this is going to be released." That's all. And then Mr. Bursey was the grantee.
As, as the notary, I have no description of the process of what they are doing. So if I made a comment right now to make you say that I told them what they were doing, no, sir. I just acknowledged, "Do you understand what you're about to do?" Prior to us signing, these were given to both parties to read before we continued.
Q. Okay. Was that inside or outside of the truck?
A. Outside.
Q. Okay. And so that -- just so I'm clear, that document should have some type of water damage on it because you said it rained on it?
A. No. I also said Mr. Bursey held an

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umbrella.
Q. Okay. So the document should have no water on it --
A. I don't know --
Q. -- the original document?
A. -- if it got in the water, I don't know.
Q. All right.
A. I don't know. But Mr. Bursey was holding the umbrella over me.
Q. Okay. And then you got inside the truck?
A. I got inside the truck because it started to get a little bit uncomfortable.
Q. Okay. Was there anybody else there?
A. I wish.
Q. So, no, it was just Mr. Bursey and Mr. Dattala?
A. Yes, the three of us.
Q. For 30 or 40 minutes?
A. At least definitely 30, probably 35, 40, yeah.
Q. Okay. And what time of day was it?
A. My appointment was in the morning. Let me see. Can I look? My appointment was at, it said 12:30, but I met Mr. -- I met them earlier. I have the picture of Mr. Dattala's driver's license on my

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phone which has the time. Can I look at that?
Q. Sure.
A. Thank you.
Q. This is what you produced. Is it in here?
A. But -- so sir, unfortunately, I don't know why it didn't have the time. But on my picture when I took it on my phone has the date and the time. Here we go. Yeah. So April 29th, 12:22.
Q. Okay. So around noon?
A. Yeah, because it says it on my confirmation that the appointment was at 12:30. But I always get to my appointments early.
Q. So this document --
A. Which one?
Q. Exhibit 2 and Exhibit 3, they are both the same form dealing with two different properties.
A. Yes.
Q. Paragraph 2 talks about a Deed being attached. Was there a Deed attached to it?
A. No, sir.
Q. Okay. Did you ask any questions about that?
A. I did. As I read it and both parties read it, we understood what the documents were stating, they still both wished to continue.

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Q. Even though it was missing the attachment?
A. They both wished to continue.
Q. Was that discussed?
A. Yes, sir. As I said, before we signed the documents, I had them both read.
Q. I understand that. Was it discussed that it's missing the attachment?
A. Was it discussed? Not with me. It was never brought to my attention.
Q. All right. So this document says that the attached Deed is a valid transfer of ownership, and there was no deed attached and --
A. I was not given one.
Q. I'm not questioning that. I'm just saying and nobody ever brought that up that there is nothing attached to this document?
A. Neither party did.
Q. How about you?
A. No, sir.
Q. Okay. Do you think that would be a valid thing to bring up?
A. Yes, sir.
Q. Okay. And you do this fairly frequently. Is that common that they have a document that describes an attachment and there is no attachment to it?
A. Yes, sir.
Q. Really?
A. Yes.
Q. Okay. Do you make note of that at all?
A. No.
Q. Now, let's talk about these affidavits that you executed on --
A. My own personal ones?
Q. Yes. September 6th and September 13th, which is Exhibit 6 and 7. How did those come about?
A. How did those come about?
Q. Yeah. Why did you prepare those?
A. At the request of my attorney.
Q. Did he prepare it or did you prepare it?
A. No, I did them all solely myself.
Q. Okay.
A. This is my wording.
Q. Let's look at Exhibit 6. Initially --
A. If there is a misspelling, it's because of me.
Q. So Exhibit 6 is the one that's dated September 6th. And this doesn't mention anything about Mr. Dattala or Mr. Bursey not signing the notary book. It says, "Both parties refused to sign my book."

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A. Yeah. Well, that's my wording. Refused because when we were completed with the action, I usually have my borrower or whoever it is, the grantors, sign my book at the end. So we completed our transaction. Got all my stuff and said, "Okay, we need to sign my book." They both refused. And when I used the word "refused," it wasn't done in an aggressive manner. But it was done as Mr. Bursey said he had to leave and then Mr. Dattala said he said he can't do it right now. But like I said, they weren't aggressive with me, I didn't feel threatened at all.
Q. And so this is September 6th --
A. September 6th.
Q. -- and you signed an affidavit on June 3rd that said that you had complied with all the state laws for notarization. Which do you agree that having the signature in your notary book is a requirement under state law?
A. Say that again, sir.
Q. Do you believe that having the signature in your notary book is a requirement under state law?
A. Yes.
Q. Okay. So you don't have Mr. Bursey's

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statement in there even now, right?
A. No.
Q. Okay. So, and you went back --
A. Yes.
Q. -- and got, this is your testimony --
A. Yes.
Q. -- and got Mr. Dattala's signature in your book --
A. Yes.
Q. -- two weeks later?
A. At least two weeks. My regret is not getting the actual date. But, yes. 'Cause after everything was done, I called the NNA to let them know what happened. I said, "Look, I just completed this transaction, nobody signed my book. What do I do?" They said, "You need to go back." I said, "Okay." So that's what I did.
Unfortunately, I didn't have the availability to go every day all day. So I would go back to the address that I have, and whenever I can just find John. I called the number, he never called me back. I left messages, he never returned them.
Q. Mr. Bursey?
A. No. I don't have any of Mr. Bursey's information, I only have John's.

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Q. Well, it's right here on the assignment sheet.
A. No, sir. I only have John's phone number.
Q. Oh.
A. I only have John's.
Q. Exhibit 10 is the assignment sheet. And is it your statement that this phone number on Exhibit 10 is John's Dattala's phone number?
A. That's the only number that I have and that's who answered and introduced himself as John.
Q. Okay.
A. Yeah. So that's the only number that I have. So I assumed it was John's, because that's all I have. And you can see I only have one phone number.
Q. Well, that totally contradicts the assignment sheet. It says to contact Mr. Bursey at that number. But I'll check it at the break --
A. Okay.
Q. -- and see if it's John's number. I don't know myself.
And so tell me about going back then.
A. Well, I was advised by NNA, "Just go back and just get the signature." So, again, like I said, I was working part time at the law office and I still had to do like Postmates to supplement my income.

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Then when I would get a chance, I would go by John's house.
Q. Did you call?
A. Yes. But nobody ever called me back.
Q. Okay. How many times did you call?
A. I couldn't say. At least four times.
Q. Four times?
A. Yeah.
Q. And you left a message on that phone number?
A. I even text.
Q. How many times did you go by there? And you texted that phone number?
A. Yes.
Q. How many times did you text him?
A. I can't give you a number. I don't know.
MR. CHILDS: I'm going to take a break for a second because I'm going to go get my phone and find out if that's John's number. I'll be literally two minutes.
THE WITNESS: Thank you.
THE VIDEOGRAPHER: The time is 2:48 p.m. We are going off the record.
(Recessed from 2:48 p.m. to 2:49 p.m.)
THE VIDEOGRAPHER: The time is 2:49 p.m.

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We are back on the record.
BY MR. CHILDS:
Q. What message did you get when you called and left a message?
A. There wasn't a recorded message. It was numeric. Not like a voice like, hey, you reached so and so, it wasn't like that.
Q. Who paid the $65?
A. My agency.
Q. Okay.
A. That was my fee for the service.
Q. Have you ever talked to Mr. Bursey after April 29th?
A. He did call me.
Q. When was that?
A. I don't have the date, but it was after the act. Probably -- oh, I can't even -- I don't even want to estimate. But this is when everything was brought to my attention what was going on.
Mr. Bursey called and wanted to -- he brought to my attention that Mr. Dattala was stating that he didn't sign the documents or he wasn't aware.
Mr. Bursey asked if I would submit an affidavit. And I said, "Well, sure," you know. And I felt uncomfortable talking to Mr. Bursey. So I said,

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"You know what, let me contact my agency and WFG." And then that's when Jenine and I spoke and then that's when she asked me for the affidavit.

Q. So before June 3rd?

A. I don't have a date.

Q. Well, June 3rd is when you --

A. Well, yes. So I'm going to say probably at least two, maybe two days before my affidavit.

Q. That's when Mr. Bursey called you?

A. No, it was in that -- gosh, I don't have a date. I wish I kept the date. I spoke to Jenine.

MR. HANSEN: Don't guess.

THE WITNESS: I know. I don't want to guess.

BY MR. CHILDS:

Q. Well, approximately. Was it approximately a week before June 3rd?

A. One to two weeks maybe.

Q. Okay. Before June 3rd?

A. Definitely.

Q. Okay. Not problem.

And so, how did he get your phone number?

A. That I don't know.

Q. Okay. And he called your cell phone?

A. That's all I have, yes.

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Q. And you had a direct conversation with him. Were there any messages or texts from that?

A. No, sir.

Q. Okay.

A. No.

Q. And there was no message left by him for you?

A. Voicemail?

Q. Yes.

A. No, sir.

Q. And you, and you never called him, he called you?

A. He called me.

Q. And you answered it?

A. Correct.

Q. So that's about the same time that you went over to get John's signature?

A. I think I got the signature before. It wasn't that far after.

Q. Before Bursey called you?

A. Yes.

Q. Okay.

A. Definitely.

Q. I want you to tell me as much as you can remember about that telephone call with Bursey.

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A. From Mr. Bursey?

Q. Yes.

A. Well, okay.

Q. How long was it?

A. Probably 15 minutes maybe.

Q. Okay.

A. He wanted some -- he wanted copies. He wanted a copy of my notarization book. I refused and I said, "I can't give you my copy. I'm going to submit it to WFG." Which is what I did.

Q. Okay.

(Brief interruption.)

BY MR. CHILDS:

Q. What else did you talk about?

A. I actually felt uncomfortable talking about the situation once he told me what was -- what arose. And I said, "You know what, let me just speak with WFG." And then I just got in contact with Jenine.

Q. So, let's look at the second affidavit which is September 13th.

(Brief interruption.)

BY MR. CHILDS:

Q. So what prompted the second affidavit? Because this is only a week after the first one.

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A. This is my first affidavit I've ever submitted. And I knew when I completed my first one, it didn't detail the whole thing what happened. So that's why I wanted to submit the second one, to make sure I covered everything.

Q. Okay.

A. That was why. My first one, as I read it, I realized it didn't complete everything.

Q. It doesn't even mention going back to Mr. Dattala's house or --

A. No. I do. I wrote back that I went back to go --

Q. No, the one on September 6th. That's got me very curious why that didn't mention it.

A. Because my first affidavit, I -- when I created this, as I was typing this myself, I was just describing that moment.

So my first affidavit is a description of my act with them. The documents, everything. That was my first affidavit.

Q. Okay. And then your second affidavit talks about what happened two weeks later?

A. What I did to, to complete this.

Q. Okay. So this doesn't mention any telephone call from Mr. Bursey.

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A. My second affidavit has to do with only the fact that I was attempting to get Mr. Dattala's signature.
Q. Yeah. It doesn't say anything about talking to Mr. Bursey.
A. I did not know I was aware that I needed to put that in my affidavit, because my affidavit is only a statement of my attempts to get Mr. Dattala's signature.
Q. How about Mr. Bursey's signature? Do you think that's important?
A. Of course. That's why I wanted to ask. I asked John when I saw him, I said, "Please have Mr. Bursey call me so I can have him sign my book."
Q. If it's so important, how come you didn't mention it in either of these two affidavits?
MR. HANSEN: I'm going to object to the question. That's argumentative.
MR. CHILDS: No, it isn't.
MR. HANSEN: Yes, it is. I object.
MR. CHILDS: Okay.
MR. FRONCZEK: Join.
MR. HANSEN: You have to still answer.
THE WITNESS: Again, this is my first affidavit I've ever done.

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BY MR. CHILDS:
Q. Well, this is the second one, the one on September 13th.
A. And --
Q. And actually, we've already --
A. It's a description of what I was trying to do to get in contact with Mr. Dattala.
Q. Yeah. You did one on June 3rd too, so three affidavits just in this one case. But it's important that you get Mr. Bursey's signature in your notary book?
A. As well.
Q. Yeah. So did you ask him for that when you talked to him?
A. When I spoke to him, no, sir.
Q. Why not?
A. Why? Because I was thrown off by what had transpired what he told me. The reason why he called me to tell me that Mr. Dattala was stating that he didn't sign -- if I can remember correctly, either he didn't sign the documents or he wasn't aware what he was signing.
It threw me off and I didn't feel comfortable speaking with Mr. Bursey about that. That's why I just communicated with Jenine with WFG.

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And that she is the only reason why I gave her the copy of my notary book. Mr. Bursey had requested a copy, but I said, "I'm sorry, I can't give that to you. I'm going to give it to WFG and they can submit it to you if they request."
Q. So you had just gone through all this effort to contact Mr. Dattala to sign your notary book, you went over there, you texted him, you called him. And then when Mr. Bursey called you, you didn't think to ask him about him signing the notary book?
A. No, because --
Q. This is the same time period.
A. I was thrown off by what had just transpired.
Q. Okay. All right. And I'm just going to ask the same question again.
Your testimony is that the number on Exhibit, the phone number on Exhibit 10 is Mr. Dattala's phone number and this is the number you were calling?
MR. HANSEN: That's not what she said. I object.
MR. CHILDS: Oh, okay.
MR. HANSEN: That is not what she said. She said --

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MR. CHILDS: Let's clarify.
MR. HANSEN: -- he identified himself as John when she called that phone number.
THE WITNESS: Exactly.
BY MR. CHILDS:
Q. Did you talk to Mr. Dattala on this phone number?
A. I spoke to a John.
Q. Was it John Dattala?
A. I said, "I need to speak to John Dattala." "Yes, I'm John."
Q. Okay. And you arranged to come over to his house by calling this phone number --
A. Correct.
Q. -- that's your testimony?
A. That's the only number that I was given.
MR. CHILDS: Let's call it.
MR. HANSEN: Are we going to have an evidentiary hearing?
MR. CHILDS: No.
MR. DZIMINSKI: Objection to form.
MR. HANSEN: I object.
MR. FRONCZEK: Objection.
BY MR. CHILDS:
Q. You have your phone, why don't you give it

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a call.
MR. HANSEN: No. No. We're not going to go there.
MR. CHILDS: What do you mean?
MR. DZIMINSKI: Objection.
MR. FRONCZEK: Do you have a question?
MR. HANSEN: Do you have a question for her?
BY MR. CHILDS:
Q. If I call this number -- you are representing that you called this number --
A. Correct.
Q. -- two weeks after April 29th and a person named John --
A. No. No. Sir, I'm sorry.
Q. I want to be clear on what the testimony is on this.
A. I never spoke to anybody named John after.
Q. How did you arrange to go over to John's house two weeks after April 29th? I thought you testified that you called this phone number and you texted this phone number?
A. I showed up on my own.
Q. Oh.
A. I just showed up on my own. I'm sorry.

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Q. You just showed up at John's house?
A. Yes, sir.
Q. You never called this phone number?
A. After -- yes, but nobody was calling me back. Nobody was returning my calls.
Q. And you texted it?
A. I text it.
Q. Five times?
A. Estimated, five times probably.
Q. Okay. However many times.
A. Yes.
Q. And you said that -- I thought you just testified that when you called, somebody named John answered. And you said, "Is this John Dattala?" And he said, "Yes." Is that --
A. No, sir.
Q. -- your testimony or not?
A. My testimony was, when I initially made the initial contact with that number is with somebody that answered they said they were John. After April 29th, I was never able to get ahold of John Dattala.
Q. And you called this number several times?
A. Yes, that's the only number that I have.
Q. And you text this number several times?

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A. And I text.
Q. And nobody ever answered or responded?
A. Nobody called me back.
Q. So you just went over to his house?
A. Yes.
Q. How many times did you go over there?
A. As I said a few moments ago, probably like maybe two times a week, three times a week, whenever I had a chance, because I was still working.
Q. It was only two weeks, so that would be four times.
A. Yeah, maybe. That sounds about right, yeah.
Q. And then one time he was there?
A. In the morning.
Q. Okay.
A. Yeah.
Q. And you introduced yourself?
A. He remembered me. I didn't have to really introduce myself. He remembered who I was.
MR. CHILDS: Okay. I think I'm almost done. Let's take a little break or I'll pass the witness.
MR. DZIMINSKI: I'm sorry, you said you were done or you're almost done?

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MR. CHILDS: I'm going to pass the witness. I'm sure I'll think of some more questions.
MR. DZIMINSKI: Go ahead.

EXAMINATION

BY MR. BAO:
Q. Hello, Ms. Medina. My name is Andrew Bao. I'm counsel for defendants Precision Assets, LLC and WFG in this case.
I have a few follow-up questions if you don't mind.
A. Okay.
Q. First --
MR. CHILDS: Hold on. I want to go on the record to object to Mr. Bao asking questions. I'm not prohibiting him. Because he hasn't filed a joint case conference report or done discovery.
MR. BAO: Oh, yeah. So just on that, we did talk about that prior to the deposition. I appreciate counsel's objection and I understand his objection.
For the record, Precision and WFG has a Motion to Dismiss awaiting the Court's ruling. So at this time we have not yet filed a pleading which has not yet triggered our obligations under Rule 16.1.

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We are here because we understand Ms. -- the plaintiff is proceeding with the case. We thought it would be more judicially economical to appear here instead of calling Ms. Medina at a later time should we be required to appear.

But objection duly noted. Thank you.

BY MR. BAO:

Q. Ms. Medina, you indicated Exhibit 10 was your, I guess for lack of a better term, your assignment; would that be accurate?

A. Correct.

Q. Okay. And this, and you mention this is from your agency, correct?

A. Correct.

Q. Okay. What is your agency's name?

A. Simple Signings.

Q. How long have you worked for this agency?

A. Maybe a year and a half, two maybe.

Q. Are all your notary -- in this year and a half, are all your notary assignments from Simple Signings?

A. No. I work actually with probably a total of three agencies.

Q. Okay.

A. I can do more, but I feel comfortable with

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the three that I'm with.

Q. So this one, for Exhibit 10, that's from Simple Signings?

A. Correct.

Q. Now, you indicated you had notarized in the past year approximately more than five or less than 20?

A. For WFG?

Q. Yes. Correct.

Are all WFG assignments from Simple Signings?

A. No. Probably from my other agencies as well.

Q. Now, in these various assignments from WFG, do you ever communicate, do you recall ever communicating directly with WFG regarding an assignment?

A. I never had issues arise.

Q. Okay. So it would be -- so would it be safe to say that Exhibit 10, the document, is prepared by Simple Signings?

A. 10?

Q. Yeah.

A. Oh, this one. Oh, yeah. This is prepared by Simple Signings, correct.

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Q. Now, so walk me -- so you get the assignment. When it's completed, is there something you do? Do you send the document back?

A. Every, every transaction is -- typically we are to FedEx the documents. That's very typical. 98 percent of the time we are sending them next day Federal Express.

Q. And based on Exhibit 10, it looks like you were supposed to FedEx it back to Jenine Santos?

A. It was originally supposed to be FedEx, and but then they had changed and that's why it's circled and said hand deliver it. I took it to her that same day.

Q. All right. Was there any conversation with Jenine that you recall when you hand-delivered it?

A. When I arrived, I waited in the lobby for her. She came and she introduced herself. I'd never met her before.

Q. Okay.

A. I never met her. We both introduced ourselves. I said, "Okay, it's been completed."

She asked me how it went. She asked me how the procedure was. I said, "It went well." I mean, I described to her what happened. You know, we

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communicated.

I did tell her about signing in the back of a truck and stuff. But she asked me, "Did everything seem okay?" I said, "Everything went well." I said, "I administered my oath to them. They understood what they were doing." You know, we took my time. I've never rushed an assignment. Never. So I gave her a description of how it went.

Q. Thank you.

And the $65 you were paid, is that Simple Signings that paid you?

A. Yes, that is Simple Signings paid me. And I also brought a copy, you can see the check that they submitted to me.

Q. That's okay, thank you.

And then this $65, do you get a W-2 from Simple Signings for the amount?

A. Yes.

MR. HANSEN: Object to the question as misleading. She wouldn't get a W-2.

BY MR. BAO:

Q. And then, let's see. And you indicated that you spoke with Jenine Santos on or about June 3rd, 2019, correct?

A. Yes. About, yeah.

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Q. Now, did you Jenine contact you or did you contact her?
A. No, she contacted me.
Q. Okay. And what was the contents of that conversation?
A. Well, unfortunately, not verbatim, but just that Mr. Dattala has stated that he didn't sign the documents or he wasn't aware what he was signing. And they needed my affidavit to attach with it.
Q. I'm sorry. I thought previously you testified it was Exhibit 8, like a picture as opposed to an affidavit?
A. A picture?
Q. Yeah. I apologize if I misheard. But I thought you mentioned Jenine requested Exhibit 8 in front of you.
A. Yes.
Q. So is your testimony that when you spoke with Jenine on or about June 3rd, 2019, she requested Exhibit 8, a copy of this, or did she request --
A. A copy of my notarization signature with, with John.
Q. Okay.
A. And then my affidavit to attach it.
Q. Okay. And which affidavit are you

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referring to?
A. My WFG affidavit. Let me see what number it is.
Q. No. 5, I believe.
A. Is it 4?
Q. Correct me if I'm wrong.
A. Yeah, it is 5.
So along with the copy of -- the photocopy that I took of my book, I submitted to her. She also sent me this document (indicating), which I filled out and I sent it back to her.
Q. Okay. How did you send it back to her, an email?
A. Scan, email, I attached it.
Q. All right. So other than seeing her on or about April 29th when you hand-delivered the documents, right; and other than this communication on June 3rd where she asked for these documents and you provided to her; has there been any other communications with WFG regarding this particular, these particular notarizations?
A. No.
Q. Have you ever worked for WFG?
A. No.
Q. Have you ever been --

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MR. HANSEN: What do you mean "worked for"? Vague question.
BY MR. BAO:
Q. Have you ever been an employee of WFG?
A. No.
Q. Have you ever received any training from WFG?
A. No.
Q. Have you ever -- has WFG ever gave you -- ever supervised you in regards to any of your notary activities?
A. No.
MR. BAO: Just one second.
BY MR. BAO:
Q. And if you would refer to Exhibit 9, Ms. Medina.
A. Um-hum.
Q. And could you tell us what we are looking at?
A. This is my email to my agency.
Q. Okay.
A. One of the requirements, we have to confirm the appointment before we proceed to the signing. The appointment has to be confirmed. They don't let us go just to -- if we don't confirm.

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Q. Okay.
A. This is my email confirming that I did speak to John, confirm the appointment, and let them know we are going to proceed.
Q. So the confirmation is only to Simple Signing, not to WFG?
A. Correct. That's the only person I'm in communication with.
Q. And Precision Assets, LLC, have you heard of that entity?
A. No.
Q. Do you recall notarizing any documents for Precision Assets, LLC?
A. No. I don't recall.
Q. Okay. Do you recall speaking or communicating with, with any person claiming to be with Precision Assets, LLC in regards to the exhibits before us today?
A. No, sir.
MR. BAO: No further questions. Pass the witness.

EXAMINATION
BY MR. FRONCZEK:
Q. Good afternoon. Thomas Fronczek,

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defendant -- or attorney for defendant Eustachius Bursey.

So based on your prior testimony, you traveled over to Mr. Dattala's house on April 29th, 2019, correct?

A. Correct.

Q. And that was pursuant to being dispatched by your agency --

A. Correct.

Q. -- to notarize that?

When you got there, was Mr. Dattala outside or was he inside the house?

A. Outside.

Q. Outside?

A. Um-hum.

Q. Do you recall how he was dressed?

A. T-shirt. I think khaki pants, khaki shorts.

Q. Was it raining at the time you arrived there?

A. No, it wasn't raining when I arrived.

Q. Did you see Mr. Bursey at the time you arrived?

A. No.

Q. When did Mr. Bursey arrived?

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A. A few moments after I did.

Q. And when did you first see him?

A. He was walking up. I would say walking up north on the street that we met on.

Q. Do you recall how he was dressed?

A. He was in a jacket and an umbrella.

Q. Did it look like he was coming from a car or a house or just walking down the street?

A. I honestly did not pay attention to that. At the time when Mr. Bursey approached us, John and I were in conversation, so I wasn't paying attention because it was from my behind.

Q. So one of the documents that you were to notarize as part of this assignment was this Affidavit of Grantor which is Exhibit 3, correct?

A. Yes, sir.

Q. And that's an Affidavit of Grantor for 4029 Colusa?

A. Correct, sir.

Q. Did you observe both Mr. Dattala and Mr. Bursey signing the original of this document?

A. Yes, sir.

Q. Did Mr. Dattala present you with an ID?

A. Yes, sir.

Q. What form of ID was that?

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A. Driver's license, Nevada.

Q. Do you recall if it was current or expired?

A. It was current. I wouldn't have accepted it if it was expired.

Q. Were you satisfied that the person that was there claiming to be Mr. Dattala was the same person in the identification?

A. Very much, yes.

Q. Are you satisfied he was the same person as the photo on the identification?

A. Yes, sir.

Q. Moving on to Mr. Bursey.

Well, just to get back to Mr. Dattala for one second. How did Mr. Dattala produce his ID?

A. How did he produce his ID? Oh, like from his pocket?

Q. Correct. Did it come out of a wallet or something else?

A. I don't think I was looking at that time. I think I had already started filling out my information, I think I started with Mr. Bursey.

Q. Okay.

A. So I wasn't like looking. Like he handed it to me. I saw him grab it and then he handed it to

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me.

Q. So you didn't see him take the ID out of a wallet or anything, it looked like he pulled it directly out of his pocket?

A. Yes, sir, I didn't see a wallet.

Q. Okay. Then getting to Mr. Bursey. He produced identification as well, correct?

A. Correct.

Q. And what form was that identification?

A. A passport.

Q. And were you satisfied that he was the person depicted --

A. Yes.

Q. -- in the identification?

And you observed him sign this document, this document being the Affidavit of Grantor for 4029 Colusa, Exhibit 3 as well?

A. Correct.

Q. So it would be fair to say that you were satisfied with the identifications produced by both the parties?

A. I was.

Q. And you did personally observe both of them sign the document?

A. Correct.

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Q. You said at the end, after you were completing the transaction, they both refused or declined to sign the notary book.
A. When I used the word "refused," I feel like that word is aggressive. When I use the word "decline," they just -- they both said they had to leave and I was thrown off. I have never experienced that in all my years. I've never. So I didn't know how to handle it.
Q. So you've never had that happen before?
A. Never. Never. Never. I was thrown off because nobody was aggressive.
MR. FRONCZEK: I have nothing further. I will pass the witness.
MR. DZIMINSKI: I have a few questions.
MR. HANSEN: I have a couple, but you can go ahead. I'll go last.
MR. DZIMINSKI: Okay. Either way.
MR. HANSEN: I'll go last.
MR. DZIMINSKI: I'll be quick.

EXAMINATION
BY MR. DZIMINSKI:
Q. Good afternoon, Ms. Medina. I represent Acry Development, LLC. I just have a few questions

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for you?
A. Sure.
Q. You testified that you had asked Mr. Bursey and Mr. Dattala to read the documents?
A. Correct.
Q. And did they appear to do so?
A. Yes, they did.
Q. Did Mr. Dattala, when he read it, did you witness him read it?
A. Absolutely.
Q. And he appeared to read it?
A. Yes, sir.
Q. Did he express to you that he was unable to read in any manner?
A. Never.
Q. Did he appear to you to be intoxicated?
A. No, sir.
Q. Any signs of impairment?
A. I'm not a very -- I mean, unless it's extreme impairment, I'm not a very good judgment of that, you know.
Q. But nothing that alerted you of that?
A. No. No. No. Nothing alerted my, you know.
Q. All right. Did he exhibit any signs that

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he was under any duress --
A. Never.
Q. -- when he was signing?
A. No.
Q. Was the -- how would you describe the overall experience, was there any --
A. Not a big deal. It was just, it was, it was enjoyable. I mean, other than the fact that we were outside signing in the back of the truck, the three of us communicated very fluently, just comfortably.
There was no, no indication of any stress, of question, nothing. I mean, no. Other than the fact we were outside in the back of a truck. That was the most unusual act. But the three of us together, no. It was very comfortable.
Q. When you first became a notary, did you have to go to some sort of class?
A. Yes.
Q. Okay. And when was that in Nevada?
A. Oh, God. To renew our commission, I just renewed my commission, we have to take a test. So I just did it again. I just renewed my commission. And it's through the National Notary Association. So it's a test that we do. It's like 100, don't -- maybe 75

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to 100 questions maybe. And you have to answer, you have to get a certain percentage to pass.
Q. And you do that annually?
A. When you only renew your commission, yeah.
Q. Okay.
A. The commission, it --
Q. How often do you renew your commission, let me ask it that way?
A. My commission expires in 2022.
Q. Another two to three years?
A. Yes.
MR. DZIMINSKI: I have nothing further.

EXAMINATION
BY MR. HANSEN:
Q. Just a couple of questions.
You said you received a W-2 from somebody?
A. We fill out W-2s with the agencies.
Q. With your agency?
A. Um-hum.
Q. Well, I think the reason I'm confused is --
A. Is it a W-2 or W-9? I might be confused.
Q. Well, that's what I'm going to ask you about. You receive -- when you receive, is it a 1099

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that you --
A. Yes, it is.
Q. -- get where it says how much you made?
A. Yes. From the agency, yes.
Q. A 1099?
A. Yes.
Q. Okay. So do you know if it was a W-2 or a W-9 that you filled out, do you remember? Do you know the difference?
A. You know, okay, a W-9 is the initial form that we fill out.
Q. Okay.
A. And that is what I filled out with Simple Signings at the beginning when I first signed on.
Q. And then when they send you how much you made that year, it's a 1099?
A. It's a 1099.
Q. Okay. And do you understand -- what do you understand about your relationship with your agency? Are you an employee or are you an independent contractor?
A. We are considered independent contractor vendors.
Q. Okay. Not employees?
A. I'm not an employee.

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Q. Okay. And are you an employee -- now, that's your agency you're talking about?
A. Correct.
Q. What about WFG? Are they -- are you an employee or are you anything to them?
A. No.
Q. Okay. You don't -- the only relationship you have with them is that they get their work from -- the agency gets their work from WFG; is that correct?
A. Correct.
Q. Okay. Now, tell us why it was that you never got Mr. Dattala -- Mr. Bursey's signature. Did you try? What did you do?
A. By calling the number that I have. And then when I spoke to John when I finally got John's signature. When I saw him that day, I -- after I introduced myself and told him what I needed, I needed him to sign my book, I said, "I also need Mr. Bursey, because he didn't sign my book that day as well." I said, "I don't have his number." I said, "Can you please contact Mr. Bursey, have him contact me, and then that way he can sign my book." And John said he would do that.
Q. Okay. So you trusted John to get ahold of Mr. Bursey?

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A. Yes, sir.
Q. And did Mr. Bursey ever get ahold of you?
A. When he finally did, when all this arose as I stated earlier.
Q. Right.
A. That was the last thing on my mind 'cause what was -- what transpired threw me off --
Q. Okay. So when you were saying --
A. -- when I was being told.
Q. What did he say to you on the phone when he called? Now, this is Bursey, right?
A. Yes, Mr. Bursey called me. He stated that John, either he didn't sign the document or he didn't understand what he was signing.
Q. You mean this is what John told Bursey?
A. I, I don't know if John told Bursey that. This is what Bursey told me.
Q. Bursey said that John didn't, either didn't understand the document or he wasn't the one who signed it?
A. Correct. That's with Mr. Bursey.
Q. Did you believe that?
A. I do remember in the course of our conversation with Mr. Bursey, I said, "How is that

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possible?" I said, "The three of us were together." And Mr. Bursey said, "I know." "I'm like, this doesn't make sense." I said, "We were all together." And Mr. Bursey said, "I agree. I know. I don't get it." That was kind of like one of our --
Q. So you, so you both agreed that that didn't sound right?
A. Yes, sir.
Q. Okay. Because, is that because you were satisfied that Mr. Dattala was the one who signed it?
A. Yes, sir.
Q. Okay. And so you didn't think that that was true that Mr. Dattala didn't sign it?
A. One of the words that threw me off was that he said that he wasn't there or he didn't sign it. And I remember telling Mr. Bursey, "How is that possible? I still have this picture on my phone and it's dated the day of our notarization act." I said, "How is that possible?" I didn't understand.
Q. All right. And what did Mr. Bursey say when you asked him that question?
A. He said, "Oh, I know. I don't, I don't get it either. I don't know what is going on."

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And then he had requested, like I said, he had requested copies of my notarization book, and I declined. I said, "I'm sorry, I don't feel comfortable giving it to you, but I'll -- you know, I'll give it to WFG."

Q. Okay.

A. And that's when Jenine finally did.

Q. Okay. And what, because of all that conversation you were having about Mr. Dattala, you just forgot or neglected to ask him to sign it?

A. Yes. It just threw me off. Then when Jenine told me the same thing, I was just...

Q. Did you get his phone number or anything?

A. Whose phone number?

Q. Bursey?

A. Mr. Bursey? No. I, I -- what's really odd about the communication with Mr. Bursey, considering that I only spoke with John, so I was thrown off by Mr. Bursey calling me. I felt it was -- I, I was just thrown off by that.

Q. You didn't feel comfortable with him talking to you directly?

A. Probably because I think I should have spoke with John, since I was assigned to John.

Q. Right.

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A. So I only felt sharing that information with John only --

Q. Right.

A. -- and, and my agency or WFG. So I didn't feel comfortable giving much information to Mr. Bursey.

Q. Okay.

A. It wasn't to insult him or anything, it's just because...

Q. So then did you have a way to get in touch with Mr. Bursey again?

A. I don't think we exchanged numbers, because I just, if I recall, I just said, "You know what, just have the title company call me," which Jenine did.

Q. Okay. Did anybody else above you ever try to contact Mr. Bursey to get him to come and sign it?

A. Did anybody?

Q. Did your agency call Mr. Bursey and say, "You have to sign her notary book"?

A. No. No. No. I don't think anybody else told Mr. Bursey. For me, this is my responsibility.

Q. Right.

A. I didn't think I needed to give that information out. I just -- this was my responsibility to take care of.

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Q. Did you try to get Mr. Bursey to sign the book when you were with him?

A. The day of.

Q. The day when --

A. The 29th.

Q. Did you say, "This is my book. Here. You are supposed to sign this"?

A. My book was on, on the back of the truck. Because after we finished, I came outside, back outside because it stopped raining. And we went to the truck and we were completing everything. I said, "Okay, I need you guys to sign my book."

Q. Okay.

A. And they both said -- you know, John said, "I can't do it right now." And Mr. Bursey said, "I have to leave."

Q. Do you find that to be odd?

A. Yes. That's why I called NNA. I said, okay, this is -- I've never experienced this.

Q. Never happened before?

A. Never.

Q. Okay.

A. Never. Never.

Q. You didn't understand why they did that?

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A. No, sir. I can't even now. I don't know.

Q. Have they told you at any time before they said, "We have to leave now," that they were going to have to leave at a certain moment? Did they say, "Okay, we have to be out of here" by whatever it was?

A. At the beginning of --

Q. 2:00 or something.

A. -- the signing, yes, they did tell me they had a short window.

Q. Okay.

A. So, and I, and I said, "Okay, I'll do the best that I can." I go, "I don't rush, though. I don't rush any of my notarization acts."

Q. How long does it take to fill -- for them to sign this?

A. It doesn't take long at all.

Q. 10 seconds? You fill it out, don't you?

A. I filled it out, yeah.

Q. Did you have it filled out ahead of time?

A. No, because I don't have this information until I get there.

Q. Okay. So you -- but you had it all filled out when you asked them to sign?

A. Yes, sir.

Q. So it would have taken them as much time

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as it takes to pick up a pen and put their name on there --
A. Yes, sir.
Q. -- to sign before they left?
A. Yes, sir.
Q. They left anyway?
A. Yes, sir.
Q. Okay.
A. Yes, sir.
Q. There was one other thing that I wanted to ask you about. Something about -- let me see if I can find it.
What about this business about the deed not being attached to the, to the Affidavit of Grantor? Is that something that happens a lot or --
A. I can't say it happens a lot, but I have had other situations where we signed over, another party had signed over, they signed another document and the attachment wasn't with it. It wasn't unusual.
Q. Okay.
A. Because typically what happens is because it wasn't completed with the first act, so that's when I would come in to complete it because there was a missing document.
Q. Okay.

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A. So it wasn't --
Q. It happens on occasion?
A. Yeah, it does.
Q. Did you think that -- did you say, well, hey, wait a minute, this deed isn't attached or did they say that or did anybody?
A. No, they never, they never -- I, I asked them to read it. And again, it's not --
Q. You mean the Affidavit of Grantor?
A. Correct. I asked them to read them to make sure they understand what they are writing -- signing.
Q. Right.
A. I said, "Please read everything. Take your time. I'm in no hurry." So they understood. And neither one raised any concerns to me.
Q. Is there anybody that is supposed to be in charge of making sure that the deed is attached? Is that your responsibility?
A. No. It's not my responsibility. Those two documents is all that I was forwarded. That's all --
Q. Okay. That's all you got?
A. That was all I was given.
Q. And you were told to go over there and get

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the signatures?
A. Correct.
Q. Okay. Which you did?
A. Yes.
Q. But you did say to them, "You understand what you're doing when you do this?"
A. Correct. I administer my oath to them to make sure they understood what we are about to do before we sign.
Q. What is that oath?
A. I usually grab it on my phone. Want me to show you what I do? I used to do this at every of my notarial acts because I don't know it by heart.
So --
MR. CHILDS: I'm going to object to that because you were objecting to her using the phone to call that number.
THE WITNESS: Okay.
MR. HANSEN: No. She is not calling and talking to anybody, she's just looking.
MR. CHILDS: She doesn't have to call and talk to anybody, just call the number.
BY MR. HANSEN:
Q. Well, go ahead. Go ahead and tell us your oath from your notes on there. You can look at notes.

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A. Oh, okay.
MR. HANSEN: Objection is noted, Counselor. But I'm going to have her do it anyway.
THE WITNESS: So what I do is I always ask them, I said, "Do you understand what you're about to partake in? Do you understand what you're about to sign?"
BY MR. HANSEN:
Q. Okay.
A. And then I'll describe the document, whatever it is. This is something I do with every act.
Q. Okay.
A. "You are about to do a refinance. You're about to do an affidavit. You're about to do an oath." I said, "Do you understand what you're about to take?"
Q. Okay.
A. The party will either agree or they don't. Typically, I've never had issues. So everybody understands.
Q. They say yes?
A. Okay. They say yes.
Q. They did say yes?
A. Yes, they did.

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Q. Okay. And then what's the oath, what does it say?
A. No, that's, that's pretty -- I mean, that's all. That's what I say.
Q. Well, do they raise their hand, right hand and, okay, I swear this is true or --
A. No, they didn't raise their right hand, but they did say, "I swear, I understand, and it's correct." I said, "Do you wish to continue?" "Yes, we do."
Q. Okay. So that's what you consider to be the oath?
A. Correct.
Q. That they understand what they are doing?
A. Yes.
Q. All right.
A. I, I ask that question before I do any act.
Q. Okay. And when you say "act," you mean to get the signing, to do --
A. My notarial act, yes.
Q. Right, okay.
And why was it you were so persistent in obtaining Mr. Dattala's signature?
A. I wanted to get both signatures.

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Q. Right.
A. But as I said, I only had -- this, this is the only address that I was given, 43 Ronald Lane.
Q. That's where he lived?
A. That's the only address that I have.
Q. Right. Well, he was there when you went there?
A. Correct.
Q. And that phone number, is that associated with Mr. Dattala on your assignment sheet?
A. When I initially called --
Q. Where is the phone number?
A. Right here, sir. When I initially called this phone number, I asked for John, and they introduced themselves as John.
Q. Okay. Well, the question came up that says, "Please contact Mr. Bursey" at this number.
A. Um-hum.
Q. But when you -- but you were assigned to see John?
A. Correct. As you can see, my, my -- the person I'm meeting is John Dattala.
MR. HANSEN: Okay. Which exhibit is this we're referring to for the record? It's --
MR. FRONCZEK: 10.

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MR. HANSEN: 10? The appointment?
THE WITNESS: Yes, sir.
BY MR. HANSEN:
Q. Okay. So on Exhibit 10, you were assigned to go see Mr. Dattala?
A. Correct.
Q. Not, not Mr. Bursey?
A. I was only going to meet Mr. Dattala, yes.
Q. Right. Okay. But on the notes, it says, "Contact Mr. Bursey" at this number. So that's the only number you had?
A. That was the only number I had.
Q. And when you called it?
A. I asked for John.
Q. And he said, "This is John" --
A. Correct.
Q. -- "Dattala"?
A. I asked for John Dattala, and he said, "This is John."
Q. Okay. So you were satisfied it was Mr. Dattala?
A. Yes.
Q. Okay. And you made the appointment with him then?
A. Correct.

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Q. And went over there?
A. Correct. I confirmed the appointment, I didn't make it.
Q. You confirmed it?
A. The borrower, the signer makes this appointment, I just confirmed it.
MR. HANSEN: All right. No more questions.

FURTHER EXAMINATION
BY MR. CHILDS:
Q. Okay. Were there any responses to the text that you sent --
A. No.
Q. -- two weeks afterward?
A. No.
Q. Okay. What did they say?
A. I didn't get a response.
Q. What did your text say? You said you texted four or five times.
A. "This is Lillian Medina, the notary, I need to speak with you. Please contact me."
Q. It's that phone, right?
A. This is my only phone.
Q. Can you look up?

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A. My text messages?
Q. Yes.
A. I delete them.
Q. You don't have any text messages?
A. No, sir. I don't save my text messages, sir.
Q. Okay. Whose responsibility is it to attach the deed to the affidavit?
MR. DZIMINSKI: Objection to form.
MR. HANSEN: Calls for a legal conclusion.
BY MR. CHILDS:
Q. You say it's not yours. Who gave you that form?
A. It would have been from my agency.
Q. And they got that from WFG, right?
A. I believe so. I can't confirm.
Q. All right. So you don't know whose obligation it is to attach the attachment to the forms that they were signing?
A. Do I know who the obligation falls on? No, sir.
Q. WFG drafted that affidavit, right?
MR. DZIMINSKI: Objection. Calls for speculation.
///

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BY MR. CHILDS:
Q. Do you know who drafted that affidavit?
A. The WFG affidavit?
Q. Yes.
A. No, I don't know who drafted that, sir.
Q. Who did you get it from?
A. I got it from Jenine Santos.
Q. Where does she work?
A. WFG.
Q. Okay. And it has WFG at the top, right?
A. Yes, sir, but I don't know who drafted it.
Q. All right. Well --
MR. HANSEN: You mean the individual at WFG, you don't know who that is?
THE WITNESS: Jenine Santos?
MR. HANSEN: No, sorry. You don't know who drafted it at WFG?
THE WITNESS: No, I don't. No, I don't.
MR. HANSEN: Okay.
Sorry, Counsel, I wanted to clarify. I apologize.
BY MR. CHILDS:
Q. Did you look at these affidavits and see about going to the addresses that were on there?
A. Do I look? You're talking about the affidavits for the grantors?
Q. Yeah. It has two addresses on there, right?
A. Yeah, there was two properties.
Q. Did you try to go to those properties?
A. I wasn't, I wasn't asked to go to those properties.
Q. I know. I'm talking about to get Bursey's signature. Bursey bought these properties, right? He is the grantee?
A. He was the grantee.
Q. Did you try to go to those properties?
A. No, sir.
Q. Okay. Why didn't you do that because it was important to get his signature?
A. Because I had never gone to those properties before. I've only gone to this property. And I felt comfortable going there because that's the only property I had been to.
Q. Do you agree with me that it was important to get Bursey's signature in your notary book?
A. And that's why I asked Mr. Dattala.
Q. That's a "yes" or "no" question.
A. Yes, sir.
Q. Okay. So the only effort you made was

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asking John to contact Bursey?
A. Correct.
Q. Did you ask WFG about contacting Bursey?
A. No.
Q. When you talked to them, to Jenine on April 29th --
A. The day of the signing.
Q. -- the day of the signing, you personally took the documents over?
A. Yes.
Q. And gave them to Jenine?
A. I took them.
Q. Did you tell her that they didn't sign your notary book, that has never happened to you before?
A. No, sir.
Q. Okay.
A. I didn't see she needed to know that. My notary book is my responsibility. It didn't deter from the act that we did, they still signed the document. My book is my book, it's my responsibility. I didn't think I needed to let Jenine know that.
Q. Well, I thought we agreed earlier that to comply with Nevada law, the signer has to sign your notary book.

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A. Correct, sir.
Q. And you don't think it was important to tell Jenine that you had not complied with Nevada law?
MR. HANSEN: Pardon me. She didn't say she hadn't complied with it, she said they didn't comply with it. Objection. It's a misleading question.
BY MR. CHILDS:
Q. Okay. You didn't think it was important to tell Jenine that you had not complied with Nevada law?
MR. HANSEN: Objection. Same objection. You can answer.
THE WITNESS: I, I did not tell her what happened at the end of our signing.
BY MR. CHILDS:
Q. Yeah, that's not my question. My question is, did you think it was important to tell her that?
A. No, sir. Like I said --
Q. Okay.
A. -- I didn't think she needed to know my act. This was my act.
Q. Yeah.
A. I completed the act that I needed to do for WFG. I completed my act as far as the affidavits.

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That was my responsibility to them for that. As far as my book, this was my responsibility. So that's when I made my own efforts on my own time to complete it.
Q. Afterward?
A. Correct.
Q. And Bursey still hasn't signed it?
A. No.
MR. CHILDS: Okay. So these are the, these are those documents that were provided this morning, you guys. So I'll keep one, and if you can hand those around or don't. I'll do it.
MR. FRONCZEK: I received a set of these already. Thank you.
BY MR. CHILDS:
Q. What is on page 10, it's just a copy of the notary book that you provided today.
A. Yes.
Q. Now it has the signature side.
A. I know.
Q. What is the scribbling in --
A. Somebody has signed there accidentally.
Q. And you just scribbled out?
A. I had to void it out.
Q. Okay. Did anybody initial it? Or when

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did that happen, the one below it?
A. So I did some acts after the time I met them, and they signed in the wrong spot, so I had to scratch it off.
Q. Okay. On May 14th.
A. I remember it was after.
Q. Yeah. Well, that's about the time that you went over and had John sign it, that's about two weeks after April 29th?
A. I don't have the exact date that I met Mr. Dattala, again, to have him sign my book. I don't have the date.
Q. Right.
A. I wish I had him date it. I wish I did.
Q. Or you could have dated it.
A. I didn't feel comfortable doing that.
Q. All right. Now, Exhibit 9 is the handout, an excerpt from the Nevada notary handout. Strike that. Exhibit 11.
A. 11.
Q. That's very emphatic about never sign or stamp a document first to speed up the process.
A. Say that again, sir.
Q. Well, I'll let you take a look at it.
A. I have this book.

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Q. I know. Look at page 24. I think we can all agree that you didn't follow those procedures.
MR. HANSEN: We don't agree.
MR. CHILDS: Oh, you don't agree with that. Okay. Let's go through it then, ma'am.
MR. HANSEN: Exhibit which?
MR. CHILDS: This is Exhibit 11, page 24.
BY MR. CHILDS:
Q. Did you follow this procedure? Your attorney says you don't agree, that you did not follow this procedure. So that must mean that you're stating --
MR. HANSEN: I don't agree. I don't agree with your blanket statement that "you didn't follow."
BY MR. CHILDS:
Q. Are you stating that you followed this procedure?
A. Which paragraph are you referring to, sir?
Q. On page 24, the part that's highlighted.
A. I don't have a highlight. Oh, you are talking about the square?
Q. The bracket around it.
A. Okay. Okay. Let me read this. Okay, I understand. So what is your question? I understand.

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Q. No. You're agreeing you didn't follow this procedure, correct?
A. I did. I didn't do it in that particular sequence, no, sir.
Q. Okay.
A. I did a different sequence where I compared the signatures.
Q. Yeah. And then you tried to get Mr. Dattala's signature two weeks later by calling this phone number, which I'm going to represent to you is Bursey's number.
A. Oh.
Q. To put that to bed.
A. When they answered, they said John.
Q. Um-hum. And you left a message every phone call that you made after April 29th?
A. I think I left maybe two voicemails, but the majority were text messages. I'm a texter.
Q. Yeah, you don't have your -- but you don't keep your texts?
A. I don't save them.
Q. Okay. At all? Do you have the ones from yesterday?
A. Very few. Because of the memory, I try to clear it out.

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Q. Hum. Okay. And when was the last time after, say, May 15th that you cleared out the memory on your phone?
A. May 15th?
Q. Yeah. Do you clear it every week?
A. I don't save any, any call logs, text messages, no, sir.
Q. Yeah. Listen to my question, though. When was the last time that you had cleared your memory after, in your phone after May 15th, 2019?
A. I clear it all the time.
Q. All the time. So May 16th?
A. Yeah, I probably clear it like every week because of the memory, because I'm always opening screens. So I don't want the data to get full.
MR. CHILDS: Okay. So this can be marked as, I guess, Exhibit 12.
COURT REPORTER: I think you are up to 13.
MR. CHILDS: Am I up to 13? Which one is 12? New documents produced today are Exhibit 13.
(Deposition Exhibit 13 marked.)
BY MR. CHILDS:
Q. What control does -- because I know your position is that you're an independent contractor and you get assignments from your agency.

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A. Correct.
Q. And then they get assignments from WFG. But then you communicate directly with WFG, apparently?
A. Only if issues arise. But primarily whenever an issue arise, our first, our first step is to contact our agency. The agency likes to be the communicator with the title, lender, whoever it is.
The only time we directly speak with the lender, title, escrow is when if I'm not able to get ahold of anybody in my agency or if it's after hours.
But primarily, communication is -- if issue arises, I go straight to my agency. Hey, I have this problem, this problem. And I've never had problems, though. The only few things arose were -- I mean would you like to know? The only really issue that has ever arisen in all my signings is like closing costs, because a lot of them are refinances, so they have closing cost questions, interest rate questions, they decided not to continue with the refinance, they want to stop.
Those are the main issues I've ever encountered, and they have all been resolved and I've been reassigned to go back and complete it.
Q. The one on April 29th was a brand-new

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issue, though, you said you've never experienced it before?
A. As far as signing outside somebody's house in the back of a truck.
Q. Refusal to sign the notary book?
A. That was my first.
Q. Brand-new issue, right?
A. That was my absolutely first.
Q. Okay.
A. Nobody wanted to sign my book.
Q. Yeah. And somehow -- well, that's -- I want to make sure your testimony is clear, that I understand it completely. It's not that nobody wanted to sign. Are you saying they did not want to sign it or they wanted to leave and go somewhere?
A. They wanted to leave.
Q. Okay.
A. Yes. Like I said, there was nothing threatening, like, no, we're not going to do it. It was never that way. So nobody was aggressive towards me at all.
Q. And you took -- how often do you take the documents directly to WFG?
A. I think that was my first time going to WFG. Maybe, maybe my second.

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Q. Okay. Why did you take it there that time, why was that?
A. It was my order.
Q. Oh, that was part of the order?
A. Yes.
Q. Is it on Exhibit 10?
A. No. I think it was a verbal order, because I think it was originally supposed to be FedEx'd. But then I got communication from my agency to take it directly to the -- they asked me if I wouldn't mind. I said, "No, I don't mind. I'll take it."
Q. That day?
A. Yes.
Q. They told you that day?
A. Correct.
Q. Okay. On April 29th?
A. Correct.
Q. Somebody from your agency called?
A. Yes.
Q. Okay. Who is your contact at your agency?
A. Well, I usually talk to Pete. I don't have his last name.
Q. Is it still Pete? Is your contact still Pete?

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A. I believe he is like a manager or something there, yeah.
Q. I want to make sure I ask you about Exhibit 4.
So what is curious is Exhibit 4 is a document that you signed, you don't have your notary stamp on it, but it's talking about the people that signed your --
A. Correct.
Q. -- notary on that day, on April 29th.
So it says a separate affidavit must be completed by each signer. And you're a diligent notary and so you signed this on -- you filled this out and signed it on April 29th, 2019?
A. Um-hum.
Q. Did you do one for John?
A. I believe I did, sir. Because whatever --
Q. You did it on June 3rd. It's Exhibit 5.
A. Once I completed the documents and I submit it to WFG that day, I don't have with me my original ones that I signed. But I just have what I printed, which is the two Affidavits of Grantor for the two separate properties and the attachments in the back.
Q. Now there are attachments?

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A. No, this was the attachment.
Q. Okay. You should have had two of these. Why did you do one for Bursey on April 29th and not one for John?
A. I'm not -- I can't answer if I didn't do one for John. I believe I did do one for John.
Q. Well, you did one, it's Exhibit 5 on June 3rd.
A. Okay. Yeah.
Q. Why didn't you do it on April 29th?
MR. DZIMINSKI: Objection. Form. Calls for speculation. Assumes facts not in evidence.
THE WITNESS: Hum. Why --
BY MR. CHILDS:
Q. Well, let me ask you this. Did you do one for John Dattala an April 29th?
A. I believe I did, sir. I don't recall. Because I don't have the documents with me anymore, it's such a long time ago, and I submitted them that same day.
Q. Okay. So you believe WFG might have another one of -- like the one you did on June 3rd but dated April 29th for John Dattala?
A. I believe so.
Q. Okay.

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A. Yeah. Because I wouldn't just do one just for Mr. Bursey.
Q. Yeah, that --
A. It doesn't make sense to me.
Q. That's why that is setting off bells and whistles in my mind.
A. Okay.
Q. Is because there is one for Bursey on April 29th and one then there's for John on June 3rd, which is the same date that they filed the copy of your notary book, which in hindsight was incomplete because it didn't have the notary pages -- I mean the signature pages.
A. Okay.
Q. And when you gave your notary book to WFG on June 3rd, did you take your book over there?
A. No. No.
Q. Did you copy it and send it to them?
A. No. I never met with Jenine. I only met with Jenine that one time, the 29th. After that when we communicated, it was by phone and email.
Q. So on June 3rd she asked you about providing a copy of your notary journal?
A. Correct.
Q. And you copied it and emailed it to her?

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A. Just the page, just the portion that was John's. I omitted the other signatures on that same page, I didn't submit other signatures from my...
Q. You also didn't submit the page with John's signature on it?
A. I can't say I didn't do that, sir.
Q. Okay. And did your agency contact you on June 3rd or WFG?
A. No, WFG.
Q. Okay. They contacted you directly?
A. Correct.
Q. Did that seem strange to you or?
A. No, because that's when Mr. Bursey -- because Mr. Bursey was the first one to contact me, that brought this to my attention when all of this arose. And that's when I told him, "I don't feel comfortable giving you this information. Have WFG call me." That's why. And I figured that's why they contacted me.
Q. How often do they contact you directly?
A. After that incident?
Q. No, just in general. That's very --
A. Sir, I don't have any communications with them.
Q. That's very unusual they contact you

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directly, right?
A. Well, yeah, because of the issue that arose, yes.
Q. No. It's unusual that WFG contacts you directly?
A. No. It's not unusual, sir.
Q. Oh, okay. How often do they contact you directly, not through the agency?
A. This was the only issue that I've ever experienced with WFG to arose. So this was the only time.
Q. Oh, okay.
A. Other times, yes, I have been contacted by title and escrow for other incidences as well.
MR. CHILDS: All right. That's all I have.
MR. BAO: Nothing further.
MR. FRONCZEK: Nothing further.

FURTHER EXAMINATION
BY MR. HANSEN:
Q. You said you couldn't say that you didn't submit the whole page. Can you say that you did submit the whole page?
A. Which page are we talking about?

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Q. The --
A. Oh, when I took the pictures?
Q. In your notary, in your notary book?
A. My pictures to Jenine. I want to say --
Q. You say pictures?
A. Yeah, I want to say like I took like -- because I had to take several, because I couldn't take a long one. So I had to break it down.
Q. So these were submitted by you by having taken pictures of them on your cell phone?
A. Yes, sir.
Q. Okay. Were you attempting to take a picture of the whole page?
A. My first attempt, yes. But my screen didn't get the whole page. Because I had to go further back --
Q. Further away.
A. -- and it just wouldn't look legible. So that's why I did the portions.
Q. Okay.
A. So they will be able to read it. That's why.
Q. So were you attempting to take pictures of the entire documents?
A. My first initial of the book?

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Q. No, of the page. Out of the book, yes.
A. Out of the book.
Q. Your notary book?
A. Yes. As I said, I first started, but I had to hold my camera back.
Q. Right. I understand.
A. It wasn't clear. So the only way for it to look clear and legible, so in order to read, I had to do a close-up.
Q. Yeah. But did you, did you then, when you did the close-up, could you see that the whole page was still on there?
A. When I did the close-up?
Q. You said you had to get close to get it clear.
A. To get -- but to get it clear, yes. But I had to do it in sections. Because when I got my phone close, it wouldn't get the whole things.
Q. Okay. So when you did the sections, did you do all the sections?
A. Yes, I, I would do my entry at the beginning from the left, to the middle, to the documents to the end.
Q. Okay. So you took pictures of the entire entry?

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A. Correct.
Q. That's how you remember it?
A. Yeah.
Q. And did you send those pictures in --
A. Yes.
Q. -- to -- now, you were sending them to WFG?
A. Jenine requested it.
Q. Okay. So, so your testimony would be -- where is that, which document is that?
A. 10? I think 10. No.
Q. The ones that we submitted today. I know they are not the ones, but...
A. Okay.
MR. HANSEN: We have submitted as exhibits today. Did you ever make this an exhibit?
MR. CHILDS: Yes, it's Exhibit 13.
MR. HANSEN: Okay.
BY MR. HANSEN:
Q. You're saying that when you took the pictures of Mr. Dattala, the entry for him in your notary book --
A. Um-hum.
Q. -- that you took pictures of the entire entry --

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A. Sections.
Q. -- in sections and then you sent that in to WFG?
A. Correct.
Q. Okay. And this right here is the signature that you got from Mr. Dattala?
A. Yes, sir. When I went back.
Q. Or it says signature, John Dattala?
A. Um-hum.
Q. You got that later, though?
A. That was later. Yes. Nothing the day on the 29th.
Q. Because they left?
A. They both did.
Q. Is there anything in Exhibit -- let's see. Where were those instructions?
MR. CHILDS: 10.
THE WITNESS: 11.
BY MR. HANSEN:
Q. Is there anything in Exhibit 11 on page 24 that says you have to do it in this order?
A. Say that one more time, sir.
Q. Is there anything here in this box on page 24 that says you have to do it in this order?
A. No. From what I remember when, for the notarization, it does not require us to go in this particular order.

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Q. Is that your training?
A. Yes.
Q. Have you ever been trained that you have to go in that order?
A. No. None of the training. This is just -- these are the steps that we can take. It doesn't have to be in those particular steps, no, sir.
Q. What is this? What is this thing we are looking at?
A. It's notary book.
Q. Who, who wrote this?
A. State of Nevada, sir.
Q. Okay. It's a notary handbook?
A. Um-hum, yeah.
Q. Okay. So this is somebody's explanation of what you're supposed to do?
A. And this is old. This is from 2017, so...
Q. Is this a law that you know of that you have to do it this way?
A. These, these are our guidelines that we are supposed to follow.
Q. Guidelines?
A. Yes. These are the guidelines that we are supposed to follow.
Q. When you get trained from the National Notary -- what did you call it?
A. It's called National Notary Association. It's not a requirement.
Q. Have they ever told you that you have to do it in this order?
A. No. No. No.
Q. Is it commonly done among notaries in a different order than this?
A. Yes.
Q. What is the commonly done way of doing it?
A. As far as completing a notarization --
Q. Yes.
A. -- the book?
Typically everyone signs the book at the end once we complete all the documents.
Q. Okay. Is that --
A. Typically.
Q. Is that how you were trained to do it?
A. That's how I was trained and that's how I have been doing it.
Q. Okay. Did you do, do you do it in a different order for some ulterior motive to violate the law?

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A. Oh, no, sir. This is what I have been accustomed to do.
Q. Okay. Were you trying to obey the law?
A. Of course.
Q. Were you trying to be a good notary?
A. Of course.
Q. Okay. Did anybody ask you to do it some other order for some reason?
A. On the 29th, no.
Q. Or ever?
A. Oh, no. No, nobody's interfered in my acts.
Q. Okay. Is this the first you've ever been challenged and said: Well, you should have done it in the order that's on this list here?
A. Yes, sir.
Q. You weren't aware of that before, that this was, this list was --
A. I have the book. I do know the guidelines. I am aware of our guidelines.
Q. Okay. But you never felt like you had to do it in this order?
A. No, sir. Never.
Q. You've never been trained that way?
A. No, sir. It has nothing to do with

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training, it's just those are our guidelines.
Q. And this is a common way that it's done, you get the notary book signed at the end?
A. Typically for myself and other notaries that I met, typically, yeah, you would take --
Q. That's the way you do it?
A. They sign the book at the end, yes.
MR. HANSEN: Okay. Thank you.

FURTHER EXAMINATION
BY MR. CHILDS:
Q. Well, if you had it signed at the beginning, it would have avoided this entire issue, correct?
A. I don't feel comfortable having them sign my notary book. I --
Q. That's not the question.
If you had followed those procedures that are set forth in that notary book, that notary handbook, you would have avoided this entire issue; is that correct or not?
MR. HANSEN: Objection. It calls for speculation and a legal conclusion.
MR. CHILDS: Really?
MR. DZIMINSKI: I join.

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MR. CHILDS: Okay.
MR. FRONCZEK: Also object. Incomplete hypothetical.
BY MR. CHILDS:
Q. If you had had them sign the notary book before you had signed your signature and stamped it, there wouldn't be an issue about having to go back and get John's signature, right?
MR. HANSEN: Same objection.
MR. CHILDS: Okay.
MR. DZIMINSKI: Join.
MR. HANSEN: You all join?
MR. FRONCZEK: Join.
MR. CHILDS: Everybody join in.
THE WITNESS: It --
BY MR. CHILDS:
Q. Would it have avoided it or not?
MR. HANSEN: If you know.
THE WITNESS: Correct, sir.
BY MR. CHILDS:
Q. If you know. You can't make that decision?
A. To go in those steps that it says in the book, yes, I would have avoided it.
Q. Okay. And you still don't have Bursey's

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signature in your book?
A. No, sir.
MR. HANSEN: We have been over this.
MR. CHILDS: That's all I have.
MR. HANSEN: Okay.
MR. CHILDS: Right on time. Three minutes left.
THE VIDEOGRAPHER: This concludes the video deposition of Lillian Medina.
The original media of today's testimony will remain in the custody of Las Vegas Legal Video. The time is approximately 4:00 p.m., and we are officially off the record.
(Brief pause in the proceedings.)
MR. HANSEN: This is Joel Hansen on behalf of Lillian Medina. And I wanted to make it clear that we do not wave signature. We wanted to have her sign it.
(Whereupon, the deposition concluded at 4:00 p.m.)

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CERTIFICATE OF DEPONENT

PAGE LINE CHANGE REASON

_____

_____

_____

_____

_____

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_____

_____

_____

_____

_____

I, LILLIAN MEDINA, deponent herein, do hereby certify and declare under penalty of perjury that the within and foregoing transcription, including my corrections reflected above, is a true and correct transcription of my testimony contained therein; that I have read, corrected, and hereby affix my signature to said deposition.

Executed this _____ day of _____, 2020, at _____.

(City/State)

_____

LILLIAN MEDINA, Deponent

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CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

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

That I reported the deposition of LILLIAN MEDINA, commencing on Tuesday, October 15, 2019, at the hour of 2:10 p.m.

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

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

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

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

_X_ was requested by the deponent or a party before the completion of the deposition;

__ was not requested by the deponent or a party before the completion of the deposition;

I further certify that I am not a relative or employee of counsel or of any of the parties involved in the proceeding, nor a person financially interested in the proceeding.

IN WITNESS WHEREOF, I have set my hand in my office in the County of Clark, State of Nevada, this 26th day of June, 2020.

Denise R. Kelly
CCR #252, RPR

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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 **DEFENDANT, PRECISION ASSETS' MOTION TO EXPUNGE DEED OF TRUST** **HEARING REQUESTED**

DEFENDANT, PRECISION ASSETS' MOTION TO EXPUNGE DEED OF TRUST

Precision Assets (as Defendant, Counterclaimant and Crosslaimant against Eustachius Bursey, hereinafter referred to as "Precision"), by and through its counsel of record, Zachary T. Ball of THE BALL LAW GROUP, LLC, hereby files its Motion to Expunge Deed of Trust ("Motion"), as set forth below. This Motion is based on the Nevada Rules of Civil Procedure, the pleadings and papers on file herein, and any arguments as the Court may hear.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND SUMMARY OF ARGUMENT

As set forth in the multiple pleadings in this matter before, this action revolves around the dealings of Plaintiff John Dattala ("Plaintiff") with Defendant Eustachius C. Bursey ("Bursey") as to three parcels of real property. The Second Amended Complaint alleges multiple claims for relief against various individuals, alleging that said parties have conspired with Defendant Bursey to defraud Plaintiff as to these three separate parcels. Precision is the record owner of two of the three parcels, one which at this juncture remains encumbered by a deed of trust showing Plaintiff as the beneficiary. The Plaintiff's own Second Amended Complaint draws into question the validity of the instrument; Precision now seeks to have the instrument extinguished as the sham it is and avoid allowing it to continue to cloud the title to the property

II. STATEMENT OF FACTS

While Precision is aware that the Court is familiar with the factual history of this matter, Precision will set forth the relevant facts for purposes of the record for this Motion. Precision holds title to two parcels of real property: 50 Sacramento Drive, Las Vegas, Nevada 89110 and 59 Sacramento Drive, Las Vegas Nevada 89110 ("50 Sacramento" and "59 Sacramento" respectively). This dispute concerns the deed of trust encumbering 50 Sacramento Drive.

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. **Exhibit 1**[1] hereto. On June 3, 2018, Defendant Bursey purportedly borrowed $150,000.00 from Plaintiff to purchase 50 Sacramento,

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[1] The Court may take judicial notice of all publicly recorded documents in the Clark County Recorder's Office. *See* NRS 47.130; *see also Niles v. National Default Servicing Corp.*, 126 Nev. 742, 367 P.3d 804 (2010) (unpub.) (citing *Lee v. City of Los Angeles*, 250 F.3d 668, 689 (9th Cir. 2001) ("A court may take judicial notice of matters of public record"); *Breliant v. Preferred Equities Corp.*, 109 Nev. 842, 847, 858 P.2d 1258, 1261 (1993) (court may consider matters of public record in ruling on a dispositive motion).

memorialized and secured by a Deed of Trust recorded on August 2, 2018 against 50 Sacramento ("2018 Deed of Trust," **Exhibit 2** hereto). Per the Second Amended Complaint "Dattala does not believe there was ever a Promissory Note executed which was associated with the August 2, 2018 Deed of Trust." This testimony is corroborated by Dattala deposition testimony. **Exhibit 3** hereto. Plaintiff and Defendant Bursey executed a quit claim deed, transferring title in 50 Sacramento from Plaintiff to Bursey in exchange for payment of $73,540.00. **Exhibit 4** hereto.

III. LAW AND ARGUMENT.

A. PLAINTIFF'S LACK OF A NOTE INVALIDATES THE DEED OF TRUST

Real property financing in Nevada is typically memorialized by two instruments, a promissory note and a deed of a trust. The promissory note memorializes the terms of the debt, the deed of trust secures the note with real property. "The note represents the right to the repayment of the debt, while the [deed of trust] . . . represents the security interest in the property that is being used to secure the note." *Robert E. Dordan, Mortgage Electronic Registration Systems (MERS), Its Recent Legal Battles, and the Chance for a Peaceful Existence*, 12 Loy. J. Pub. Int. L. 177, 180 (2010). The borrower executes both the note and the deed of trust in favor of the lender, who was historically the beneficiary under both, and who names a trustee on the deed of trust "to assure the payment of the debt secured by the trust deed." *54A Am. Jur. 2d Mortgages § 122 (2009); see also* NRS 107.028; NRS 107.080. The deed of trust may then be recorded. Former NRS 106.210. A deed of trust does not convey title, so as to allow the beneficiary to obtain the property without foreclosure and sale, it is simply a lien on the property as security for the debt, subject to the laws on foreclosure and sale. *Hamm v. Arrowcreek Homeowners' Ass'n*, 124 Nev. 290, 298-99, 183 P.3d 895, 901-02 (2008); *Orr v. Ulyatt*, 23 Nev. 134, 140, 43 P. 916, 917-18 (1896). To enforce the obligation by nonjudicial foreclosure and sale, "[t]he deed and note must be held together because the holder of the note is only entitled to

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repayment, and does not have the right under the deed to use the property as a means of satisfying repayment." *Cervantes v. Countrywide Home Loans, Inc*., 656 F.3d 1034, 1039 (9th Cir. 2011). "Conversely, the holder of the deed alone does not have a right to repayment and, thus, does not have an interest in foreclosing on the property to satisfy repayment." *Id*.; see also *Leyva v. National Default Servicing Corp.,* 127 Nev. 470, 476, 255 P.3d 1275, 1279-80 (2011) (recognizing that the note and the deed of trust must be held by the same person to foreclose under NRS Chapter 107). When the grantor defaults on the note, the deed-of-trust beneficiary can select the judicial process for foreclosure pursuant to NRS 40.430 or the "nonjudicial" foreclosure-by-trustee's sale procedure under NRS Chapter 107. *Nevada Land & Mtge. v. Hidden Wells,* 83 Nev. 501, 504, 435 P.2d 198, 200 (1967). "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)("*Edelstein*"). Due to Plaintiff lacking a promissory note, Plaintiff has no basis for collection, and thus no ability to exercise the 2018 Deed of Trust.

As set forth above, Plaintiff worked with Bursey in an effort to creatively finance the transaction between himself and Bursey regarding the 50 Sacramento property. While Plaintiff is clearly confused about the relation between a deed of trust and a note, as evidence from his deposition testimony (see Exhibit 3), his averments in his Second Amended Complaint, production of documents, testimony, and efforts thus far clearly show that Plaintiff lack an enforceable note. Pursuant to the robust body of case law which has developed in Nevada during the foreclosure crisis of the last decade, culminating in *Edelstein,* without a note in Plaintiff's name, *since no such note apparently has ever existed*, the deed of trust is effectively a nullity, as it is unenforceable. Pursuant to *Cervantes*, 656 F.3d at 1039, a "holder of [a] note is only entitled to repayment," whereas a "holder of [a] deed alone does not have a right to repayment," but

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rather, has the right "to use the property as a means of satisfying repayment." Without a note, Mr. Dattala cannot show that he is entitled to repayment of a loan, and without said note, Mr. Dattala cannot foreclose under the 2018 Deed of Trust. Thus, the 2018 Deed of Trust which currently encumbers the 50 Sacramento property is unenforceable and of no effect, against either Mr. Bursey or Precision.

This is further supported by Plaintiff's own actions; Plaintiff has not sought to collect on the nonexistent note, or foreclose upon the defaulted 2018 Deed of Trust. Indeed, Plaintiff has only sought to re-acquire the Property through this litigation, ignoring the existence of the 2018 Deed of Trust, implicitly behaving as through the 2018 Deed of Trust did not exist. Precision simply requests that the Court now order that the Court order that realty conform to Plaintiff's own representations and behaviors. In the alternative, Plaintiff must present evidence of a Note, and not simply point to the 2018 Deed of Trust as he did in his deposition, to support that he does have an enforceable obligation secured by the 2018 Deed of Trust. While Plaintiff may have a claim against Mr. Bursey, his claim is not secured by the 2018 Deed of Trust.

Since the 2018 Deed of Trust is a nullity, it should be expunged from the record. This will not cause Plaintiff any prejudice, as even Plaintiff has acknowledged that he does not believe a note has ever existed in his own pleadings, has failed to produce such a note, and thus will not be deprived of enforcing any right which he never had in the first place. Expunging the 2018 Deed of Trust will merely clear the title to the 50 Sacramento property of an unenforceable encumbrance. Thus, Precision seeks an Order declaring the 2018 Deed of Trust expunged, which Precision may record with the Clark County Recorder's Office.

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CONCLUSION

Based on the uncontroverted evidence produced in discovery, Plaintiff presents no claims or facts against Precision justifying the ongoing burden of the 2018 Deed of Trust on the 50 Sacramento property. Precision, therefore, requests that the Court issue an Order that the 2018 Deed of Trust be expunged, and that such Order be in such a form that Precision may record it upon the Property with the Clark County Recorder's Office.

DATED this August 23, 2021.

THE BALL LAW GROUP

/s/ Zachary T. Ball
Zachary T. Ball, Esq.
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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **DEFENDANT, PRECISION ASSETS' MOTION TO EXPUNGE DEED OF TRUST** was electronically filed with the Eighth Judicial District Court on August 23, 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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/s/ Kelley A. McGhie
An Employee of the Ball Law Group

EXHIBIT “1”

EXHIBIT “1”

A.R. R. P. T. T. $ _____ 920730 01296

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Irma Karolina McGrath and Susan Loesch Christensen who acquired title as Susan Loesch

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby **Grant, Bargain, Sell and Convey to** John Dattala

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

Lot Twenty-eight (28) Block Two (2), Meadow Homes Unit No. 1 As shown by map thereof on file in Book Seven (7) of Plats, Page Five (5) in the office of the County Recorder of Clark County, Nevada, commonly known as ~~Xxxxx~~ 50 Sacramento Drive, Las Vegas, Nevada 89110.

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

Witness _____ **hand** _____ **this** 5 **day of** June, 19 92

IRMA KAROLINA McGRATH
Irma Karolina McGrath
Susan Loesch Christensen
SUSAN LOESCH CHRISTENSEN

STATE OF NEVADA } SS.
COUNTY OF Clark }

On June 5, 1992 personally appeared before me, a Notary Public, Irma Karolina McGrath Susan Loesch Christensen

who acknowledged that they executed the above instrument.

Signature Wendy R. Thomas (Notary Public)

(Notarial Seal)

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
WENDY R. THOMAS
My Appointment Expires May 6th, 1994

ESCROW NO.)
ORDER NO.) John DATTALA
WHEN RECORDED MAIL TO: 50 SACRAMENTO DR
LAS VEGAS, NV.

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
I MCGRATH

07-30-92 12:30 NAI 1
OFFICIAL RECORDS
BOOK: 920730 INST: 01296
FEE: 5.00 APTT: [illegible]

160-462-002

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PRECISION 0229
Case # 84762
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EXHIBIT “2”

EXHIBIT “2”

Inst #: 20180802-0002960
Fees: $40.00
08/02/2018 03:15:30 PM
Receipt #: 3471751
Requestor:
JOHN DATTALA
Recorded By: KVHO Pgs: 17
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE

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

APN# 14031817043

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

TITLE OF DOCUMENT

(DO NOT Abbreviate)

DEED OF TRUST

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

RECORDING REQUESTED BY:

JOHN DATTALA

RETURN TO: Name JOHN DATTALA

Address 43 RONALD LANE

City/State/Zip LAS VEGAS, NEVADA 89110

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

Name EUSTACHIUS CORNELIUS BURSEY

Address 50 SACRAMENTO DRIVE

City/State/Zip LAS VEGAS, NEVADA 89110

This page provides additional information required by NRS 111.312 Sections 1-2.
To print this document properly, do not use page scaling.
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JOHN DATTALA

43 RONALD LANE

LAS VEGAS, NEVADA

89110

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated JUNE 03, 2018, together with all Riders to this document.
(B) **"Borrower"** is EUSTACHIUS CORNELIUS BURSEY. Borrower is the trustor under this Security Instrument.
(C) **"Lender"** is JOHN DATTALA. Lender is a NATURAL-BORN CITIZEN OF THE UNITED STATES organized and existing under the laws of THE STATE OF NEVADA. Lender's address is 43 RONALD LANE, LAS VEGAS, NEVADA, 89110. Lender is the beneficiary under this Security Instrument.
(D) **"Trustee"** is JOHN DATTALA.
(E) **"Note"** means the promissory note signed by Borrower and dated JUNE 03, 2018. The Note states that Borrower owes Lender ONE HUNDRED-FIFTY THOUSAND Dollars (U.S. $ 150,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 03, 2033.
(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
(G) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☒ Other(s) [specify] N/A
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of CLARK:

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

which currently has the address of 50 SACRAMENTO DRIVE
[Street]
LAS VEGAS, Nevada 89110 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in

the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice

given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an

agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance

coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other

remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. $_____.

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

Witnesses:

E. C. Bursey (Seal) - Borrower

JOHN DATTALA

Eustachius Bursey (Seal) - Borrower

[Space Below This Line For Acknowledgment]

State of Nevada
County of Clark

This instrument was acknowledged before me on 7-2-18 (date) by John Dattalla and Eustachius Bursey (name(s) of person(s) making statement)

(Signature of notarial officer)

JAMES KIM
Notary Public State of Nevada
No. 17-3832-1
My Appt. Exp. October 17, 2021

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)
   a) **140-31-817-043**
   b) _____
   c) _____
   d) _____

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

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

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

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

5. Partial Interest: Percentage being transferred: **100** %

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

Signature _____ **Capacity** **Grantor**

Signature _____ **Capacity** **Grantee**

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: EUSTACHIUS C. BURSEY	Print Name: **Precision Assets, LLC**
Address: **50 Sacramento Drive**	Address: **6700 Paradise Rd., Ste. A-1**
City: **Las Vegas**	City: **Las Vegas**
State: **Nevada** Zip: **89110**	State: **Nevada** Zip: **89119**

COMPANY/PERSON REQUESTING RECORDING (required if not the seller or buyer)
Print Name: **WFG National Title Insurance Company** Escrow #: **19-274856**
Address: **7450 Arroyo Crossing Parkway, Suite 270**
City: **Las Vegas** State: **NV** Zip: **89113**

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Exhibit 3

Exhibit 3

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA,
Plaintiff,
vs.
EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, a Nevada Limited Liability Company, ACRY DEVELOPMENT LLC, and LILIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES I through 5, inclusive) and ROE CORPORATIONS I through X,
Defendants.
AND ALL RELATED CLAIMS.

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

ZOOM VIDEOCONFERENCE

DEPOSITION OF JOHN DATTALA

THURSDAY, JANUARY 14, 2021

11:03 A.M.

AT 318 SOUTH MARYLAND PARKWAY

LAS VEGAS, NEVADA

REPORTED BY: MICHELLE R. FERREYRA, CCR No. 876
JOB NO. 704591

ZOOM VIDEOCONFERENCE

DEPOSITION OF JOHN DATTALA,

taken at 318 South Maryland Parkway, Las Vegas, Nevada, on THURSDAY, JANUARY 14, 2021, at 11:03 a.m., before Michelle R. Ferreyra, Certified Court Reporter, in and for the State of Nevada.

APPEARANCES: (ALL COUNSEL APPEARING VIA ZOOM)

For Plaintiff:

LAW OFFICE OF BENJAMIN B. CHILDS
BY: BENJAMIN B. CHILDS, ESQ.
318 South Maryland Parkway
Las Vegas, NV 89101
(702) 251-0000
(702) 384-1119 Fax
ben@benchilds.com

For Defendant/Crossclaim Defendant WFG National Title Insurance Company:

WRIGHT, FINLAY & ZAK, LLP
BY: AARON D. LANCASTER, ESQ.
7785 West Sahara Avenue
Suite 200
Las Vegas, NV 89117
(702) 475-7964
(702) 946-1345 Fax
alancaster@wrightlegal.net

For Defendant and Counterclaimant Precision Assets:

THE BALL LAW GROUP LLC
BY: ZACHARY T. BALL, ESQ.
1707 Village Center Circle
Suite 140
Las Vegas, NV 89134
(702) 303-8600
zball@balllawgroup.com

APPEARANCES: (CONTINUED)

For Defendant Acry Development and Crossclaimant Precision Assets:

LAW OFFICES OF JOHN BENEDICT
BY: JOHN G. BENEDICT, ESQ.
2190 East Pebble Road
Suite 260
Las Vegas, NV 89123
(702) 333-3770
(702) 361-3685 Fax
john@benedictlaw.com

I N D E X

WITNESS: JOHN DATTALA

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LAS VEGAS, NEVADA, THURSDAY, JANUARY 14, 2021;
11:03 A.M.
-O0O-
(In an off-the-record discussion held prior to the commencement of the deposition proceedings, counsel agreed to waive the court reporter requirements under Rule 30(b)(5) of the Nevada Rules of Civil Procedure.)

(Exhibits 1 and 2 marked.)

MADAM COURT REPORTER: Okay. Before we get started, do all counsel stipulate to the swearing of the witness, as well as waiving reporter's requirements?

MR. LANCASTER: Yes.

MR. BALL: Yes.

MR. BENEDICT: Yes.

MR. CHILDS: I'm not -- I'm not agreeing to that because I have a problem with this. I want to have everybody identified that's attending. I had a problem with this on Tuesday with somebody.

MADAM COURT REPORTER: Okay.

MR. CHILDS: I want them disclosing that they were attending. That's all I want to do, know who's here.

MADAM COURT REPORTER: Okay.

MR. CHILDS: I can't tell.

MADAM COURT REPORTER: If everybody can go ahead and identify themselves for the record, please.

MR. LANCASTER: Aaron Lancaster, on behalf a of WFG National Title Insurance Company.

MR. BALL: Zach Ball, on behalf of Precision Assets, as defendant and counterclaimant.

THE WITNESS: John Dattala, as plaintiff.

MR. CHILDS: Benjamin Childs, attorney for plaintiff.

MR. BENEDICT: John Benedict, as counsel for Acry and for Precision Assets as counterclaimant -- strike that, crossclaimant.

And I am -- there's no one else present with me.

MADAM COURT REPORTER: Are we okay?

All right. We will go ahead and have the witness raise his right hand, please, and we will swear you in and get started.

(Court reporter administers the oath to the witness.)

THE WITNESS: Yes.

MADAM COURT REPORTER: Thank you.

//

Whereupon,

JOHN DATTALA,

having been first duly sworn to testify to the truth, the whole truth and nothing but the truth, was examined and testified as follows:

EXAMINATION

BY MR. LANCASTER:

Q. All right.

My name is Aaron Lancaster. And as you heard, I represent WFG National Title Insurance Company for this litigation. Throughout the litigation, I'll refer to my client as "WFG."

Do you understand that, Mr. Dattala?

A. Yes.

Q. Great.

Can you state your name and spell it, please.

A. John Dattala. J-o-h-n; Dattala, D-a-t-t-a-l-a.

Q. Thank you.

Mr. Dattala, have you ever had your deposition taken before?

A. No.

Q. All right.

So as this is your first time, I'll go

through some admonitions or ground rules, and if you have any questions, please let me know.

First, you're required to testify truthfully. Even though we're not in a -- or we're in an informal setting, we're not in court or in front of a judge, your testimony carries with it the same penalties of perjury as if you were testifying in court.

Do you understand that?

A. I understand.

Q. I'm going to ask you some questions throughout this deposition today. I ask that you answer questions clearly and audibly. I know we're remotely, and so at times, we may ask you to repeat questions if we don't clearly get a response.

Please try to refrain from using hand gestures or shaking your head. Obviously, that would be very difficult for the court reporter to take down any type of response using gestures.

Do you understand that?

A. Yes.

Q. Thank you.

And I also ask that you try not to use "uh-huhs and "huh-uhs," as sometimes they can be difficult to transcribe.

I'm going to ask you to allow me to finish

asking my question prior to you providing your answer. That way we can have a clean record.

Do you understand that?

A. Yes.

Q. And at any time you don't understand a question that I ask, I'd -- rather than guessing about what I'm trying to ask, ask me rephrase it or restate it or even repeat it. That way we can make sure that you understand the question before you answer it.

Do you understand that?

A. Yes.

Q. And if you answer it, I'll assume that you understood the question.

Do you understand that?

A. Yes.

Q. If any point you need to take a break, I'm fine with that. I ask that if there's a pending question or line of questions, that we conclude that line of questioning before we take a break.

Are you agreeable with that?

A. Yes.

Q. Thank you.

So at the conclusion of the deposition, you'll be provided an opportunity to review the transcript. It will be provided by the court reporter.

You also have the ability to make changes to that testimony. I'll just say that any changes that are substantively made regarding that testimony, I'll have the ability to comment on at a later point.

Do you understand that?

A. Yes.

Q. Is there any reason that we can't proceed with your deposition today?

A. No.

Q. Are you able to provide your best testimony regarding the events of this case?

A. Yes.

Q. Are you on any medication that would inhibit your ability to testify truthfully or recall facts in this matter?

A. No.

Q. Great.

I'm going to identify a couple of definition terms that we can use from the beginning, right from the out front -- or outset. So if I use the term "50 Sacramento," then I'm referring to property located at 50 Sacramento Drive, Las Vegas, Nevada 89110.

Do you understand that?

A. Yes.

Q. And if I refer to "59 Sacramento," then I'm

referring to real property located to 59 Sacramento Drive, Las Vegas, Nevada 89110.

Do you understand that?

A. Yes.

Q. And if I refer to "4029 Colusa," then I'm referring to real property located at 4029 Colusa Circle -- and the spelling is C-o-l-u-s-a Circle -- Las Vegas, Nevada 89110.

Do you understand that?

A. Yes.

Q. And if I refer to "Bursey," I'm referring to Eustachius Bursey.

Do you understand that?

A. Yes.

Q. And today, you're appearing in response to a Second Amended Notice of Deposition served on your counsel.

Is that your understanding?

A. Yes.

Q. And if you want to look at the exhibit marked as No. 1, that is the Second Amended Notice of Deposition that I'm referring to.

Have you seen that document before?

A. No.

MR. CHILDS: No.

BY MR. LANCASTER:

Q. Other than your attorney, did you speak with anybody in preparation for your deposition today?

A. No.

Q. Did you review any documents in preparation for your deposition today?

A. Yes.

Q. What documents did you review?

MR. CHILDS: Do you want me to read them off or do you want him to read them off?

BY MR. LANCASTER:

Q. I'll ask him to read them off, please.

A. "Disclosure of John Dattala."

Q. And does that have --

MR. CHILDS: He means -- he means "declaration."

THE WITNESS: I mean declaration. Okay.

MR. CHILDS: Take your time, John.

THE WITNESS: Okay.

BY MR. LANCASTER:

Q. And is that -- the declaration that you are referring to, what's the date of that declaration?

A. That would be July 28th.

Q. Of what year?

A. 2020.

Q. Thank you.

Did you review any other documents in preparation for your deposition?

A. Yes.

MR. CHILDS: Go over each document, John. Don't skip them, but --

THE WITNESS: Forensic Document Examiner.

Is this the same?

MR. CHILDS: No. It's different.

This one's dated October 16, 2019.

THE WITNESS: Okay.

Forensic Document Examiner, June 11, 2019.

Deposition of Bonita Spencer.

Deposition of Lillian Medina.

And that would be it.

BY MR. LANCASTER:

Q. Thank you.

Have you read through any of the pleadings in this litigation?

A. I don't understand.

Q. Have you read through any of the briefing or any of the motion practice of the documents that have been prepared and going back and forth between the attorneys? Have you had a chance -- or not a chance, but have you actually read those documents before your

deposition?

A. Yes.

Q. Okay.

Can you provide your highest level of education, please.

A. Eleventh grade.

Q. Did you graduate from high school, sir?

A. No.

Q. Have you gone back to school to seek certification regarding high school education?

A. No.

Q. Where were you born?

A. Pennsylvania; Pittsburgh.

Q. And when did you move to the Las Vegas area?

A. About 30 years ago.

Q. Okay.

Can you provide me with your employment history, let's say from the time that you moved to the Las Vegas area.

A. Yes.

Q. Okay.

Go ahead. So I'm looking at probably around the 1990 time frame and working forward from that point, can you provide me with your work and employment history.

A. Okay. The best that I can.

I started off at the Dunes Hotel as a salad preparer.

From that point -- I was there for probably two-and-a-half years. Moved to doing management for a food factory; started off as an employee, moved my way up to manager. Approximately three years there.

Next job was construction. I worked all through the valley, different companies. I was probably -- each job was about two years.

Went on into bartending at Keyboard Lounge. Did that for another two years.

Q. And about at that time, what year were you at the Keyboard Lounge, so we can kind of reference where we're at?

A. Okay.

I'd say '80s.

MR. CHILDS: Well, you didn't come here till he '90s; so --

THE WITNESS: Oh. About '98.

BY MR. LANCASTER:

Q. Okay.

So continue on from the Keyboard Lounge and continuing to move forward.

A. Got back into construction again; worked

another five years in that. And then from that point, I kind of started my own business --

MADAM COURT REPORTER: Started your own business, I'm sorry?

THE WITNESS: J & J Moving and Hauling.

Had a lot of good luck with that. Worked a lot of thrift stores in town.

Finally, I shut that down because it was getting a little bit too much for me.

BY MR. LANCASTER:

Q. And so what did you do? Tell me a little bit about that business that you started.

A. J & J Moving and Hauling?

Q. Yes.

A. Okay.

I had went around to all the thrift stores in town, subcontracted their deliveries. Then I started moving into one-bedroom and two-bedroom apartments, move jobs.

From that point, I started getting into senior citizen clean outs, helping them remove refrigerators, things that other companies wouldn't do.

Q. And how long did that business -- when did you shut it down?

A. I would say around 2005.

Q. And what did "J & J" stand for?
A. John and -- it was a Greek name. It was just basically J & J. It caught the -- the title good.
Q. Okay.
Did you have a partner in that business?
A. John Brunez. That was the other "J."
Q. All right.
So after you shut down J & J Moving and Hauling, what -- then pick it up from that point moving forward, regarding employment and work history.
A. I decided to kind of relax a little bit and go ahead and take unwanted items that are getting ready to go to a landfill, fix them up, and put them back into the environment again, which that would mean I would dumpster dive. That's going into trash, finding things that can be fixed, putting them back into the environment instead going into the dump.
I have done that ever since the last job that I had.
Q. And so when you say you "put them back into the environment," do you mean that you would sell them to the public?
A. Yes.
Q. Okay.
Have you ever worked for Fannie Mae?

A. Yes.
Q. And when did you work for them?
A. That was -- I would say 2007.
Q. Okay.
When we were going through your work history, how come you didn't bring up working for Fannie Mae?
A. I forgot about it.
Q. How long did you work for Fannie Mae?
A. I would say six months, seven months.
Q. And what were your job responsibilities at Fannie Mae?
A. To go around to the houses that the broker had and to inspect them to see if there was any vagrant people in there. Then he -- the broker would have me check out the plumbing, see if there -- I had to call the plumber to see if there were leaks and stuff like that.
And then he started putting more stuff on the plate; so it wasn't really what I wanted to do. So I -- I quit that job and went on to the garbage picking.
Q. And then did you ever worked for Freddie Mac?
A. They're the same people.
Q. Were you an employee of Fannie Mae/Freddie Mac?

A. It was Freddie Mac, not Fannie Mae.
Q. Okay.
Were you an employee of Freddie Mac?
A. Yes -- no. Just the broker.
Q. Okay.
Any other work history, unemployment -- or not "unemployment" -- but work history that you have not disclosed?
A. No.
Q. Since the time -- let's break it up just a little bit. Did you own any real property prior to moving to Las Vegas?
A. No.
Q. And since you moved to Las Vegas, how many different properties have you owned?
A. Three.
Q. And can you identify -- or are they the three properties that were at issue in this case, so the 50 Sacramento, 59 Sacramento, and then the -- I can't remember the other one.
MR. LANCASTER: What's the other one?
MR. CHILDS: Colusa.
THE WITNESS: Colusa -- 4029 Colusa.
BY MR. LANCASTER:
Q. And are those the three properties you have

owned?

A. Yes. But I -- I dwell at 43 Ronald Lane; so it would be four properties.

MADAM COURT REPORTER: 43 where?

THE WITNESS: Ronald Lane.

So it would be four properties.

BY MR. LANCASTER:

Q. And you own that -- the Ronald Lane property?

A. Yes.

Q. So you have owned four pieces of property, then, in your life; is that correct?

A. Yes.

Q. Any other properties that you've owned?

A. No.

Q. When did you purchase the 50 Sacramento property?

A. I'm really not sure.

Q. Can you give me a ballpark? Was it in the '90s?

A. I would say so.

Q. Late '90s, early '90s? Do you have a --

A. I would go late '90s.

Q. And did you pay cash for that property, or did you have it financed?

A. I had a -- I think it's called -- there was

a -- there was a lady that went ahead and sold me the house with money down. And then I went ahead and made payments to her until the house was paid off.

Q. Do you recall how much money you put down?

A. 5,000.

Q. And do you recall how much you paid her in total for the purchase of the house?

A. 43,000, even.

Q. And how long did it take for you to completely pay her off for that property?

A. There was an amortization charge. She had everything written to -- when I made the payment, she would check it off until it was paid off.

Q. And did you sign a deed of trust regarding that property?

A. Yes.

Q. Do you remember the name of the seller that you bought 50 Sacramento from?

A. No. The seller?

Q. Yes.

A. Laura Hudgens, was the lady's name.

Q. What was her last name?

A. Hudgens.

Q. And did she give you a deed to that property at any point?

A. When it was completed.
Q. When it was -- what is completed?
A. The payments.
Q. So prior to completing payments, had you signed a deed of trust with her for the purchase of that property?
A. I'm not that sure.
Q. Do you know if that deed of trust was recorded with the county recorder?
A. It probably was.
Q. And how long did you live at the 50 Sacramento property?
A. Pretty close to 30 years.
Q. So when did you move out?
A. When I sold it to Bursey.
Q. Do you remember what year that was?
A. Ninety -- 2000, '98, '99, in that area.
Q. You said "2000, '98 and '99"?
A. 2000, '98-and-a-half.
Q. That's like eighty years in the future.
So do you mean '19 or '18?
A. Oh, '19. I'm sorry.
Q. 2019?
A. No. 1998.
Q. Is when you first started living there?

A. No. When I sold --

MR. CHILDS: I'm going to object to this because it assumes facts not in evidence. He never testified that he lived there.

MR. LANCASTER: He did.

MR. CHILDS: I want to caution John.

I want to consult with my client to listen very carefully to the question before you answer it.

BY MR. LANCASTER:

Q. So, Mr. Dattala -- so when -- so we're trying to figure out the year that you moved out of that property.

And what year was that?

MR. CHILDS: Same objection. He never testified that he lived there.

BY MR. LANCASTER:

Q. Go ahead and answer, sir.

Sir, are you thinking or are you waiting for me to ask you a question?

A. I'm thinking. It's -- it was two -- let's see, two years, three -- about two years ago.

So it would be 1998; right? No. Okay. I'm forgetting here. 2000 -- 2000 -- 2000 -- I'm having a hard time thinking here. 2000 -- 2008.

Q. Did you sign any documents at the time that

you sold the property to Bursey?

A. Yes.

Q. Okay.

So we can look at those documents, and that might help you with your memory related to the time frame that you moved out of the property.

What was the condition of 50 Sacramento when you moved out of the property?

A. I had a lot of stuff there, personal property.

Q. Was it habitable, meaning the electricity worked, the plumbing worked, all of that?

A. Yes.

Q. And when did you purchase the 59 Sacramento property?

A. I never did move out of -- you asked me -- say the question again, please.

Q. When did you purchase 59 Sacramento?

A. That I'm not too sure of the date.

Q. And you're looking down. Are you looking down at your declaration to try to refresh your recollection?

A. I'm just trying to add my paperwork -- trying to add the days, the years to see what it was. I'm not too sure.

MR. CHILDS: I gave him a piece of paper and a pencil because he is trying to do some mathematical calculation.

BY MR. LANCASTER:

Q. Can you give me a time frame that you purchased 59 Sacramento? Was it in the '90s? Was it in the 2000s?

A. 2000s.

Q. Was it early 2000s, late 2000s?

Like, I guess to be more specific, did it feel like it was between 2000 and 2005 or 2005 and 2010?

A. I would say 2010.

Q. And how did you purchase 59 Sacramento? Did you pay cash for it, or did you do another seller financing deal?

A. I paid cash for it.

Q. And do you know what the amount of the sale was?

A. It was 90 -- I think $97,000.

Q. And where did you come up with the $97,000 to pay cash for that property?

A. I saved money. I don't gamble it.

Q. And did you ever live in 59 Sacramento?

A. No.

Q. When you purchased 59 Sacramento, what did you do with the property?

A. I rented it out.

Q. And when you purchased the property, did you have to perform any maintenance or repairs to be able to rent out that property?

A. Yes. I cleaned it up, did some landscaping, some drywall work inside, shampooing the carpets, cleaning it up.

Q. And then when did you purchase the Colusa property?

A. I would say 2012, '13.

Q. And how did you purchase that Colusa property? Was it a cash purchase?

A. I paid cash for it, yes.

Q. And what was the purchase price for that property?

A. That was 100,000 even.

Q. And did you borrow that money from anybody, or was that all money that you had -- all of your own money to pay for that?

A. I paid for it.

Q. Did you ever live in the Colusa property?

A. No.

Q. Do you -- what did you do when you purchased

the Colusa property?

A. I was going to rent it out, but I decided to put some of the material and things that I was getting out of the dumpsters to make money with, to stock them inside of it, to put inside that house to sell.

Q. So used it kind of like a workshop or storage area?

A. Yes.

Q. Did you ever generate any rent or income from that Colusa property?

A. No.

Q. When did you first meet Bursey?

A. Around 2019, '18 -- '18 or '19 around there.

Q. And can you describe the nature of your relationship with Bursey?

A. When I rented the house out on 59 Sacramento, I rented it to a church that took in several different people to help them out. And I was -- on Christmas, I was fixing a major plumbing that they had, a clogged toilet area.

And as I was doing the work, he was sleeping on the couch. And I got to talking to him, and he was interested in purchasing a house or renting out a house. And then he got involved in talking about maybe buying one of my houses. And he sounded like he was a

decent person; so I explained to him that I could probably rent out a house to him. But then he wanted to purchase the house.

And that's basically how I met him. It was through that situation that we had started talking.

Q. And do you know where Bursey was from?

A. No.

Q. Do you know where Bursey worked at?

A. No.

Q. Do you know where Bursey -- I guess going back to your testimony, what property were you fixing a pipe at?

A. Fifty-nine Sacramento.

Q. Okay. And do you -- you said "Christmas," but do you recall what year that was?

A. 2018.

Q. So your memory is that was -- that conversation was December 25th in 2018?

A. I would 2017, a little bit earlier than that.

Q. Okay.

Did Bursey ever help you repair a broken pipe at the 59 Sacramento property?

A. No.

Q. And did you ever multiple conversations with Bursey around this time, around December 25th of

2017, regarding purchasing the property?

A. He would always come in to where I was working and start discussing it, yes.

Q. And where were you working at that time?

A. In the bathroom area.

Q. And that's at the 59 Sacramento property?

A. That's correct.

Q. Okay.

So how long of a time period did these conversations last with Bursey?

A. Fifteen, 20 minutes.

Q. And, like, how many days? How many days or span? Was it just a one-day event where you had this conversation with him?

A. Well, I worked on the plumbing for probably a week and a half, and he would come in periodically and -- and talk about it.

Q. And what were the terms that you guys discussed regarding his purchase of a property or -- I guess, let's step back.

Was there a specific property that you guys were discussing him purchasing?

A. It was the house at the 59 -- 4029 Colusa.

Q. And did you ever have any conversations with Bursey regarding him buying 50 Sacramento?

A. After a period of time, he would -- he went from 49 Sacramento to 50 Sacramento -- I mean 4029 Colusa he was talking about, but then he wanted to have a house that he didn't have to maintain and all that. So I figured to put him into the house that I was living in, which was 50 Sacramento.

Q. When did you buy the property that you're currently living in?

A. I'm thinking 2010.

Q. And so when you bought -- and that's Ronald Lane, that's the address for that property; right?

A. Yes.

Q. So when you bought that property, you were living in the 50 Sacramento property; is that correct?

A. Yes.

Q. And so what were you doing with that property, the Ronald Lane property?

A. It was a rental for a while.

Q. Do you know what time period it was a rental for?

A. About four years.

Q. And -- sorry. I started talking when you were still answering. Continue and finish your answer, please.

A. About four years from 2010; so it would be 2014.

Q. And why did you stop using that as a rental property?

A. It needed a lot of work.

Q. And how did you purchase the Ronald Lane property?

A. I also paid cash.

Q. And how much was that purchase price?

A. Oh, excuse me. I didn't pay cash -- I paid a deposit on it. And it was the same kind of deal that I had on 50 Sacramento, which is the land deed contract, when she would hold the note and then I would pay it off.

Q. And do you know how much of a deposit you made?

A. I believe it was 3,000.

Q. And then what was the total purchase price for that property?

A. 43,000.

Q. And who was the seller of that property?

A. The seller of the property was Laura Hudgens.

If I could fall back, the property on 50 Sacramento was Carol McGrath. I got those messed up.

Q. And so you purchased the 50 Sacramento and the Ronald Lane properties for both $43,000; is that correct?

A. Yes.

Q. And with the Ronald Lane property, did you sign a deed of trust regarding your purchase of that property?

A. I believe so.

Q. And did you sign a note -- a note to repay a loan or to payoff a loan?

A. It wasn't -- it was her that was taking the cash, not the finance company or anything.

Q. So did you sign any loan agreement or -- or a promise to payoff the $43,000 on the Ronald Lane purchase?

A. Yes.

Q. So going back to Bursey and your discussions with him related to purchase of a -- of property from you, what were the terms that you guys originally discussed regarding the purchase of 50 Sacramento?

A. Well, I told him that if he was really interested in purchasing it, I'd have to have 5,000 down on it. And we would have to make an amortization chart and indicate what his payments would have been.

And then I told him that he'd have to pay a

percentage on interest on it. And he was really serious on doing it; so we just let it go for a bit until he got the money up, and that was it.

Q. What do you mean "that was it"?

A. Well, that was it for then. And then he came back later.

Q. He came back later to do what?

A. To give me the deposit on the house.

Q. So when did you come to -- or at least when did you have this conversation with Bursey regarding paying 5,000 down and payments over time with a percentage interest rate?

A. 2018.

Q. And did Bursey ever pay you that $5,000 down payment?

A. Yes.

Q. Did he pay you in one lump sum, or did he make multiple payments to you?

A. I believe it was like two payments.

Q. Do you know the amount of the two payments?

A. Around 250 each.

Q. Do you mean 25,000 -- or sorry, 2,500?

A. Yeah. 2,500, yes.

Q. And when he -- when he made the total $5,000 deposit, did you sign any documents at that time?

A. The money that he put down. And then we worked on going downtown and working out a payment plan and all that and with the -- with the amortization chart indicating what his payments would be. And then we were going to go ahead and record downtown.

Q. And what were you going to go record?

A. The agreement that we had.

Q. Was that a purchase agreement? Do you have a name for that agreement?

A. I don't understand.

Q. A lot of times on documents, they have a title or a heading on the top. Do you know what the title of that document was that you guys talked about recording downtown?

A. No.

Q. Do you know if that document was ever recorded?

A. It was. But then later on, as he was making the payments and stuff, we found out that it didn't get recorded for some reason.

Q. Did you go and try to get it recorded again at that time?

A. No. We -- we stood there and figured out why don't he just go ahead and -- I mean, do another recording himself. So we tried to work it out

together.

Q. And what type of a recording would he do?

A. I believe it was a deed of trust.

Q. And what were you -- what were the both of you trying to do -- accomplish by recording that second recording -- or second document?

A. He said that if we didn't do that, then we had to -- I think it had something to do with the taxes or something like that. I'm not too sure. It's been a while.

Q. So -- were you going to continue on? Did I cut you off?

A. No.

Q. And did all of this happen in the year 2018?

A. It moved up a little bit. I think it was like 2019 when he approached me again with the, "We have to go downtown to do these documents" and stuff like that. So say 2019 area.

Q. Okay.

All right. Let's go to Plaintiff's Document, Page 20 through 24.

Let me know when you have that document in front of you, John.

A. Okay.

MR. CHILDS: Maybe, what is it?

MR. LANCASTER: Well, it's -- I believe it's the middle of a purchase agreement.

MR. CHILDS: Okay. Okay.

BY MR. LANCASTER:

Q. Do you have that?

A. Maybe I can get closer.

MR. CHILDS: All right. Can you see it if I put it over here?

THE WITNESS: Over here.

MR. CHILDS: Over here.

THE WITNESS: This one.

MR. CHILDS: How about this one? This one's even bigger.

We have it.

BY MR. LANCASTER:

Q. Okay.

Mr. Dattala, do you recognize that document?

A. Is this it?

MR. CHILDS: Yes.

I'm scrolling through it for him.

THE WITNESS: Okay. Yes.

BY MR. LANCASTER:

Q. And I know that at the bottom of the page -- it starts at Page 3, and it goes through on the bottom -- if you just look at page numbers, Page 7.

What is this document?

A. It's where he put the money down on the house, the earnest money.

Q. So if you look at the last page of this document, which is Plaintiff's Document 24, is that your signature?

A. Yes.

Q. And did you print your name on that document?

A. Yes.

Q. And is -- any of the dated information, is that your handwriting?

A. The dated information?

Q. So if you look on the line above, it says -- what's that?

A. Yes.

Q. That is your handwriting?

A. Yes.

Q. And did you see Bursey sign this document?

A. Yes.

Q. And do you recall signing this document? Meaning, do you have an independent memory of signing this document?

A. Yes.

Q. Okay.

If you go back to the front page, Paragraph 4

is earnest money. And it says, "The buyer is going to deposit $5,000 as earnest money, with $400 upon execution of this contract by both parties."

Do you see that, that provision?

A. Yes.

Q. Did Bursey pay you that $400?

A. Yes.

Q. And then did he make one more payment for the rest of the deposit?

A. He made two payments.

Q. And they, I guess, put all three payments together. They totaled up to $5,000; is that right?

A. Yes.

Q. Do you have Pages 1 and 2 of this document?

A. Do I have it?

Q. Yes.

A. No.

Q. Do you know who prepared this document?

A. He did, Bursey.

Q. And was this to document -- or let's step back.

Why was this document prepared?

A. Because he wanted to purchase the 50 Sacramento property.

Q. And if you look at -- in the bottom

right-hand corner, and it's kind of hidden by the Bates stamp there, but it appears to have "JD" initials on those.

Are those your initials?

A. Yes.

Q. And then if you look at the second page of the exhibit, which is Paragraph 6, it says, "The closing of the sale will be on or before July 3, 2018, unless extended pursuant to the terms hereof."

Do you know if you guys closed on the sale of the property by July 3, 2018?

A. I would say no. Because we had a problem with this -- this paperwork was written out, but he never -- we found out there was a problem with it; so he wanted to redo the paperwork.

Q. Was this the document you said that was going to be recorded, but then wasn't?

A. Yes.

Q. Okay.

And then if you go down to Paragraph 7 of this document, it says "Title and Conveyance. Seller is to convey title to buyer by warranty deed or deed of trust." And then it goes on further."

You eventually signed a deed of trust regarding this property to Bursey; correct?

A. No.
Q. And so your recollection is that there was no deed of trust ever signed by you regarding the 50 Sacramento property and Bursey; correct?
A. For the final sale of it? No.
Q. All right.
Let's go to a document that starts on Plaintiff's Page 2. And it's titled, "Deed Of Trust."
Let me know when you're there?
A. I'm here.
Q. Okay.
Do you recognize this document?
A. Yes.
Q. And it's titled, "Deed of Trust."
Do you see that?
A. Yes.
Q. Do you know who prepared this document?
A. Bursey.
Q. And under this -- if you look at the second page of this document; so Page 3 of plaintiff's exhibits -- or not exhibits, disclosures. Paragraph B, it identifies Bursey as the borrower and you as -- and C identifies you as the lender; correct?
A. Yes.
Q. E, it identifies a promissory note signed by

borrower, and it has a date there and amount there. Was a note -- was a promissory note ever signed by Bursey regarding this 50 Sacramento property?

A. I would say no.

Oh, did you say the "borrower" of the property?

Q. Correct. So the borrower, Bursey.

Did Bursey ever sign a promissory note regarding this deed of trust or the 50 Sacramento property?

A. Yes.

Q. And do you have a copy of that note?

A. That's what -- we're looking at it right here, isn't it?

Q. Oh, so you are referencing this document as the note; is that your understanding?

A. Yes.

Q. And it has in -- Paragraph E, it has -- it states -- the note states, "The borrower owes lender $150,000 plus interest."

Do you see that?

A. Yes.

Q. Was that the amount that you agreed to sell this property to Bursey at this time?

A. Yes. With 8 percent interest.

Q. And let's go to the end of this document, which is going to be Plaintiff's Disclosure No. 18.

Let me know when you're to that page.

A. Is that it?

Yes, I'm there.

Q. Did you sign this document?

A. No.

Q. And so do you believe that that signature was forged?

A. Yes.

Q. And is that your handwriting of your printed name below the signature line?

A. Yes.

Q. So it would -- it's your hand -- let's make sure that your testimony is clear. So you -- that's your handwriting of your printed name; is that correct?

A. Yes.

Q. But is that your signature above that?

A. No.

Q. Okay.

Do you recall putting your hand and printing your name on this document?

A. It's been -- it's been a while. I -- I can't recall it, no. But that's my signature -- I mean my print.

Q. Do you know why you would have printed your name and not signed this document when you had it?
A. No.
Q. Was it your understanding that you were going to sign the deed of trust regarding the 50 Sacramento property with Bursey?
A. Say that again, please.
Q. Yeah. Was it your understanding that you would execute with Bursey a deed of trust regarding his purchase of the 50 Sacramento property?
A. No.
Q. And so if we go back and look at -- or if you can recall, going back to that purchase agreement, which was the document that we just previously looked at, do you recall it saying that you had transferred title by warranty deed or deed of trust?
A. No.
Q. And so when Bursey gave you the $5,000, what was next to happen for him to complete the purchase of the property?
A. We were supposed to go down and put a -- get the paperwork signed and recorded.
Q. And you don't have any memory of that happening?
A. We went down and we did something downtown,

and -- and when we -- later on, he just didn't have -- he said that it was -- something was wrong in doing it; so we had to go downtown again.

Q. So when you are referring to "going downtown," what do you mean by "going downtown"?

A. To the Recorder's office, I believe.

Q. Then at some point -- when did you move out of the property?

A. It was -- I believe it was right after New Years. I say 2018.

Q. And so was Bursey living in the property in August of 2018?

A. I would believe so.

Q. So why did you move out of the 50 Sacramento?

A. So he could -- he could move in.

Q. So for the year 2018, who paid the property taxes for 50 Sacramento?

A. I believe I did.

Q. And for the year 2019, who paid the property taxes for 50 Sacramento?

A. He was supposed to take care of it.

Q. Do you know if he had?

A. No.

Q. You don't know if he did, or he did not pay?

A. I don't know if he did or not.

Q. Do you recall reviewing this document we're looking at, which is titled Deed of Trust?

A. Yes.

Q. And were you okay signing this document, but you just didn't -- or you didn't want to sign this document?

A. Well, he was preparing all the paperwork; so I -- he was basically telling me what to do. I -- I wasn't too educated on this stuff here.

Q. Well, didn't you buy 50 Sacramento under a similar agreement with that prior owner?

A. Yeah.

Q. And so you had some experience in purchasing and -- at least on the purchasing side of the property, on a similar type -- as an agreement as you had discussed with Bursey; correct?

A. Somewhat, yes.

Q. So in your purchase of 50 Sacramento, did you just sign whatever the seller told you to sign?

A. It's hard for me to say. But, yeah.

Q. Okay.

So this -- if you look at the last page of this deed of trust, do you see that there's a notary stamp on the bottom of this document?

A. Yes.

Q. Do you recall going in front of James Kim to get this signature notarized?
A. Yes, I believe so.
Q. Okay.
So is that your signature on this document, then?
A. The signature? No.
Q. So you went in front of a notary, James Kim, and what was he going to notarize you signing?
A. I'm not sure. I -- it's been a while with this.
Q. I know this lawsuit has a number of documents and a number of notaries that were involved with those. And so do you have an independent memory or recollection of meeting James Kim to notarize some documents?
A. Can I have -- can I have a moment here?
Q. No --
MR. CHILDS: No. You can't take a break when there's a question pending.
THE WITNESS: Oh, okay.
MR. CHILDS: Just answer the question.
THE WITNESS: Okay.
Ask it one more time, please.
MR. LANCASTER: Michelle, can you read that

again, please?

MADAM COURT REPORTER: Yes.

(Record read.)

THE WITNESS: I would say no.

BY MR. LANCASTER:

Q. Okay.

MR. CHILDS: Wait.

Do you still want to take a break, John?

THE WITNESS: Yeah.

MR. LANCASTER: Okay. Let's go off.

Do you want five minutes or ten?

THE WITNESS: Five.

MR. LANCASTER: Okay.

We will come back -- let's just come back at 1:30. I need to go use the restroom anyways.

MR. CHILDS: It's 12:00 now.

MR. LANCASTER: Oh, well, I'm in Utah; so it's 1:20.

MR. CHILDS: Oh, I'm sorry. Okay.

MR. LANCASTER: So we're both correct. For once, we're both correct, Ben.

MR. CHILDS: I'm trying to speed along, and I apologize. I didn't know about him living in 50 Sacramento. I, frankly, didn't know that he lived there.

MR. LANCASTER: That's fine.

So we will come back on the record at 12:30 your time.

(A short break was taken.)

MR. LANCASTER: Back on the record.

BY MR. LANCASTER:

Q. If you will turn to Plaintiff's Disclosure 170; so 170.

Let me see what email part that was. So it will be the last page of Email 3. The document is titled Notice of Purchase.

Let me know when you are there.

MR. CHILDS: We're there.

BY MR. LANCASTER:

Q. Mr. Dattala, do you recognize this document?

A. Yes.

Q. Do you know who prepared the document?

A. Bursey.

Q. And did you sign this document?

A. Yes.

Q. And is that your signature -- or let me step back.

Is that your handwriting regarding the date, the 4-1-19?

A. The signature doesn't -- I mean, it doesn't

really look like mine. I went -- I would say no on the signature. It just --

Q. So why did you change your testimony right now, sir?

A. Because it just -- 4-1-19, I was confused about what documents these were. Were these the ones that were first written up or the second ones that were written up?

Q. Yeah. These are all documents produced through your attorney's office, you know; so I'm not sure first or second.

So just looking at this document in particular, do you have a recollection reading it and signing it?

A. I'd say no.

Q. And are you guessing on that, or is that something that you have an actual recollection that you did not sign?

A. Well, it just doesn't look like my signature, no.

Q. Do you know if you reviewed this document before that signature was put on there?

A. No.

Q. Okay.

Let's go to Plaintiff's Disclosure 171, which

will be the first page of Exhibit -- or Email No. 4.

Let me know when you have that document in front of you.

MR. CHILDS: We have it.

BY MR. LANCASTER:

Q. Mr. Dattala, do you recognize that document?

A. Yes.

Q. And the title of the document is, "Affidavit of grantor." It's disclosed as Plaintiff's Document Disclosure Page 171.

Mr. Dattala, do you see your signature on that document?

A. Yes.

Q. And is that your signature?

A. Yes.

Q. And this document appears to have been notarized by Kim Muhammad. Do you see that notary block down towards the bottom of the page?

A. Yes.

Q. Do you have an independent memory of signing this document before Kim Muhammad?

A. Yes.

Q. And do you know where you signed this document?

A. That would be at 43 Ronald Lane.

Q. And did you review this document before you signed it?
A. Yes.
Q. And who arranged to have Kim Muhammad, the notary, come to your home to have you execute this document?
A. I -- I believe it was Bursey.
Q. And if you look at that document, there's a -- your name is printed.
Did you print your name on this document?
A. No.
Q. Do you know who printed your name on that document?
A. No.
Q. Can you walk me through the process that the notary went through when she notarized your signature?
A. To my best ability, I would say she showed up, and Bursey was kind of late. He finally showed up and it was a windy day; so we were doing it on the tailgate of my truck.
And she -- she went inside the truck to get out of the rain. Okay. The --
Q. John, what are you looking at and reading?
A. The notary. I'm just trying to put together which one -- which notary is which. It's been a while.

I would say this one, she -- Kim Muhammad. I'm not too sure. Just I --

Q. You can't remember the process that you went through when you executed this document?

A. No. We -- it says the 7th of April. I can't -- I -- I can't remember it.

Q. Okay.

Let's go to Page 176, Plaintiff's Document Disclosure. And this is the document that has the date of May 30, 2019. And it appears to have been executed by a Kimberly Muhammad.

Have you seen this document before today, sir?

A. May 30th. I'm not sure.

Q. Okay.

So the last sentence in that first paragraph, it reads, "When I arrived at Mr. Dattala's home, he came outside and was competent and coherent as to what he was signing. In fact, I remember Mr. Dattala saying that he was excited and ready to get rid of the remainder of his properties."

Do you recall having that discussion with Ms. Muhammad?

A. No.

Q. Do you think that her statement is not

accurate?

A. I would say no.

Q. And then the second paragraph of that document, the last half of it, it starts, "Mr. Dattala."

Do you see that?

"Mr. Dattala showed no signs of duress, incompetence, nor incoherence. He was" --

A. I see that, yes.

Q. So I will read it: "Mr. Dattala showed no sign of distress, incompetence, nor incoherence. And he was ready, able, and willing to sign the document in question."

Do you disagree with that statement?

A. Yes.

Q. And how do you disagree with that? In what manner?

A. Well, I really didn't know what I was signing. I might have asked questions, if any.

Q. Well, did you say you "might have asked questions, if any"?

A. Yes.

Q. If any what?

A. If it is -- because I wasn't too sure about what I was signing.

Q. You had -- did you have the chance to look at the document and review it before you signed it?

A. That's the one before?

MR. CHILDS: Yeah.

You're referencing Document 171; right?

MR. LANCASTER: Oh, yes, 171.

BY MR. LANCASTER:

Q. Did you have a chance to review Document Page 171 of Plaintiff's Document Disclosures before you signed it?

A. No.

Q. So did they force you to sign that without reviewing it?

A. Uh-huh.

MR. LANCASTER: Hey, Ben, make sure you're not answering for him.

MR. CHILDS: I'm not -- I'm not saying anything.

MR. LANCASTER: That's not what it sounded like; it's just what I'm saying.

MR. CHILDS: I'm trying to get -- just get the documents so we can look at them.

MR. LANCASTER: I'm saying what I'm hearing is certainly answering.

MR. CHILDS: Not from me.

BY MR. LANCASTER:

Q. Mr. Dattala, your prior testimony was that you reviewed this document before you signed it.

Is that testimony inaccurate now?

MR. CHILDS: This one.

MR. LANCASTER: What was that?

MR. CHILDS: This one. I went up to 171.

BY MR. LANCASTER:

Q. Okay.

A. Yes.

Q. So that testimony was inaccurate, meaning not truthful?

MR. CHILDS: I want to object to the question. It's kind of -- well, it's vague. I don't even understand the question.

BY MR. LANCASTER:

Q. Mr. Dattala, do you need me to rephrase my question?

A. Yes, please.

Q. Your prior testimony was that you had a chance to review Document Page 171, Affidavit of Grantor, prior to signing it. It appears that your testimony is now changing that you did not review it before you signed it. So I'd ask you to clarify what's the -- what's the correct and accurate testimony.

THE WITNESS: I didn't sign --

MADAM COURT REPORTER: Did you say you did or didn't?

BY MR. LANCASTER:

Q. John, did you say you did sign it or you did not sign it?

A. I didn't. I did, I mean. That's what I'm saying. I did -- the signature on this page, you want to know if this is my signature?

Q. Well, we can step back and go to that point. So let's have a new question before this witness.

Is this your signature on this page, Mr. Dattala?

A. Yes.

Q. Did you review this document before you signed it?

A. Yes.

Q. Okay.

Let's go to a document, which is Plaintiff's Document Disclosures 80, 8-0. The title of the document is "Quitclaim Deed for Nevada." And it should be in Email No. 2.

A. Okay.

Q. Mr. Dattala, did you see this document before?

A. Yes.

MR. LANCASTER: So for the court reporter, this is Plaintiff's Disclosure Page 80 through 85.

BY MR. LANCASTER:

Q. Do you know who prepared this document?

A. Bursey.

Q. And if you go to Page 4 of this document --

MR. CHILDS: And I want to enter an objection about this document. This is one that there has been a finding that Bursey switched the signature page on the document; so asking about the document is questionable.

MR. LANCASTER: And I can go forward and certainly ask him about this document.

MR. CHILDS: Yeah, he can answer. I just want to be clear that we're not -- we've objected to the authenticity of this document.

MR. LANCASTER: Understood.

MR. CHILDS: Okay. Thank you. I just want to be clear about that, that we're not -- we're not waiving that.

BY MR. LANCASTER:

Q. And so if we go to Page 83 of this document -- so it's going to be Page 4, I guess, of this standalone document. It's the signature page.

Do you see that page, Mr. Dattala?

A. Yes.
Q. Is that your signature?
A. Yes.
Q. And is that -- did you print your name on this document?
A. Yes.
Q. There's handwriting regarding the date, which was 4/5/19.
Do you see that?
A. Yes.
Q. Is that your handwriting?
A. No.
Q. Do you know whose handwriting that is?
A. I don't know.
Q. Okay.
If you go to Page -- the prior page, so Page 82. It appears to be a legal description.
Do you see that page, sir?
A. Yes.
Q. And it looks like there's a handwritten -- either a "2" or a "Z" and a part that's been lined up.
Do you see that?
A. Yes.
Q. Did you do that?

A. No.
Q. Do you know who did that?
A. I would say probably the person who -- Bursey, maybe. I would say Bursey.
Q. And so this document is a quitclaim deed for Nevada. Do you have any understanding of what a quitclaim deed does, sir?
A. I believe so.
Q. What's your understanding of what a quitclaim deed does?
A. Does that have to do with if the agreement was paid off, completed?
Q. So I'm not asking for your understanding of what happened in this transaction. I'm asking your understanding, general, of just what a quitclaim deed does in Nevada.

And if you don't know, that's fine. I'm just trying to figure out your understanding of what a quitclaim deed does.

A. I'm not sure.
Q. Okay.

Do you know if this is an instrument that people use to try to transfer property from one person to another?

A. It sounds like it does.

Q. And is that just because of what I'm saying to you, or do you have an independent knowledge of what a quitclaim deed can do?

A. I'm saying because the word "quick" is in it. You are getting it done quick.

MR. CHILDS: The word's actually "quit."

THE WITNESS: Oh, that's what I thought he was saying, quick claim.

Transfer of property from one person to another?

BY MR. LANCASTER:

Q. I'm just trying to get your understanding.

Do you think that this document would do that? Have you heard of that before?

A. No.

Q. Okay.

Have you heard of the term "warranty deed"?

A. I would say warranty deed -- I've heard of it. I'm not quite sure what it means.

Q. Do you know if you signed a warranty deed related to the 50 Sacramento property and Mr. Bursey?

A. Probably.

Q. I want your understanding, not just a guess.

Do you feel like you signed a document called a "warranty deed," but you don't know what the warranty

deed is? I'm trying get your full understanding?

A. Yeah. I would say yes.

Q. Yes, you signed the warranty deed?

A. Yes.

Q. And what's your understanding of what that did?

A. At the time, I probably would say "keeping a warranty on it." I mean, I'm not too familiar with the -- the phrases. I'm not sure. I'm really not sure.

Q. Did you sign any documents to transfer title to Bursey?

MR. CHILDS: I'm objecting to that. That calls for legal conclusion.

BY MR. LANCASTER:

Q. Your understanding, sir. You can go ahead and answer.

A. I probably did.

Q. If you look at the last page of this document, Page 85. And there's a couple of signatures and names on that. If you look at the bottom-left section, there's a printed name of "Casey Ryan."

Do you see that?

A. Okay. I see that.

Q. Do you know who Casey Ryan is?

A. No.
Q. There's a signature about a third of the way up on that page, on the left-hand side.
Do you see that signature?
A. Yes.
Q. Do you know whose signature that is?
A. No.
Q. If you go -- Page 84, it's a "Notary Acknowledgment," is the title of that document.
Do you remember meeting Bonita Spencer?
A. Yes.
Q. And in what capacity did you meet her?
A. She had come over to the -- my house and -- as a notary.
Q. And do you recall what documents she notarized?
A. I believe it was the -- I don't quite recall what they were.
Q. Okay.
Do you remember the process she went when she notarized your signature?
A. The -- the same that they always -- that the other ones did.
Q. Okay.
A. Like, she would have the paper out, and then

she would stamp it at the very end, the notary.
Q. Do you know if she notarized one or more documents at this time?
A. I'd probably say two.
Q. But you can't recall what documents those were; is that correct?
A. No.
Q. Okay.
Let's go to Document Page No. 166 through 168.
BY MR. LANCASTER:
Q. Do you have that document in front of you, John?
A. Yes.
Q. So the title of this document is "Deed of Full Reconveyance."
Do you recognize this document?
A. Yes.
Q. And do you know who prepared this document?
A. Bursey.
Q. How do you know he prepared this document?
A. Because he did all the work, all the paperwork for it.
Q. Okay.
If you'll go to Page 3 on this document,

which -- sorry, the page number is 168.

There appears to be a signature there. Is that your signature, John?

A. I'd say no.

Q. And then below the signature, there's a printed name, "John Dattala."

Do you see that?

A. Yes.

Q. Is that -- did you -- is that your handwriting?

A. The signature -- the signature and the print is my handwriting. I think both.

Q. And it appears -- go ahead, sir.

A. I would say no on both of those. Because it doesn't look right. The J doesn't have the line going across the top of it.

Q. Okay.

So now your testimony is that that's not your signature, and that's not your handwritten printed name; correct?

A. That's correct.

Q. And so if you didn't sign this document or this page in front of Bonita Spencer, then you wouldn't have any memory of signing it in front of her; is that accurate?

A. She's the notary; correct, Bonita Spencer?
Q. Yeah. On this document, it says that Bonita Spencer is the notary.
A. I -- I -- man. I would -- I'm just confused here. I would say -- can you ask me the question one more time, please?
Q. Do you know what? I forgot it. But let's move on.
So it seems like you had signed any document that Bursey would tell you to sign; is that accurate?
A. He was -- he was acting like these things were to get the house ready for a mortgage company coming in and taking over the -- getting the house ready for, like, if -- if the person didn't want to do any of the work on the house and all that, he was making it sound like this is what he was doing to go ahead and -- being able for the mortgage company to just take over everything.
It's kind of confusing, but it's just -- I wasn't -- if you heard the whole story, as far as the things with the City I was dealing with and everything, I was really kind of confused on the whole -- the whole matter. You know, he just knew what he was doing, and that -- I didn't.
Q. So was it the idea that you would sell these

to Bursey, and then Bursey would sell these properties to another party?

A. No. He was going to go ahead and start his little -- what do you call it, empire. He would rent them out and stuff like that, and the mortgage company was going to come in and take care of all the work and take care --

MR. CHILDS: Oh, hold on a second.

Okay.

THE WITNESS: -- would take care of renting it out and evicting the people if they needed to be convicted, maintaining the house and all that.

And that was my understanding about what he was going to be doing.

BY MR. LANCASTER:

Q. So let's go on and shift our focus to the 59 Sacramento property now.

Let's look at Document Page 160 through 165. The title of this document is, "Residential Purchase Agreement."

BY MR. LANCASTER:

Q. So while Ben's getting that for you, Mr. Dattala, when did you first start discussing selling 59 Sacramento to Bursey?

A. That was after his father passed away. He

said that he wanted to purchase the other two houses when the estate came in. I would say 2019 or 2020, somewhere around there.

Q. And what were the original terms that you and Bursey discussed regarding purchasing 59 Sacramento?

A. He gave me the Zinger (sic) -- the Zinger report of how much the house was worth. And that was also with 40 -- 4029 Colusa. He wanted to buy both those houses at the same time.

After his father passed away, he would give me the -- he would give me the deposit on the house or the good faith money. From that point, I didn't hear anything else from him. He gave me the money. He never came back to, you know, totally fill out the agreement and stuff. But by about that time is when I started to find out that this was all not working in my favor.

Q. So let's look at that residential purchase agreement, then. If you look on the very last page, it appears to have your name printed there -- or it does have your name printed there? Is that your handwriting on that document, on Page 165?

A. Yes.

Q. And is that your -- the date that's next to your name, is that your handwriting as well?

A. Yes.
Q. Okay.
And so was it your understanding you had entered into this residential purchase agreement with Bursey for the sale of 59 Sacramento?
A. Yes.
Q. So if we go to document that's Page 169.
BY MR. LANCASTER:
Q. Do you see that document?
A. Is that it? Yeah.
MR. CHILDS: Yes, we have it.
BY MR. LANCASTER:
Q. Do you recognize this document?
MR. CHILDS: Aaron, this is the one with the two documents on it?
MR. LANCASTER: Correct. My apologies. Thanks, Ben.
BY MR. LANCASTER:
Q. So this is a sheet that appears to have two customer receipts on one page.
Do you see that, Mr. Dattala?
A. Yes.
Q. Have you seen these customer receipts before today?
A. Yes, I have.

Q. And both of those customer receipts appear to have your signature on them.

Is that your signature on both those documents -- or those customer receipts?

A. Yeah.

Q. And let's start with the top one. There's a date that's handwritten in there of 4-19-19.

Do you see that?

A. Yes.

Q. Is that your handwriting?

A. Yes.

Q. And it appears to be a receipt for electronic withdrawal for $10,000.

Do you see that?

A. Yes.

Q. What's your understanding of -- well, let's go back.

Did Bursey give you $10,000 at any point?

A. Yes, he did.

Q. Okay.

The -- if you look at Document 1, there's a memo line, or a handwritten memo. It says, "For sale of 4029 Colusa C-i-r, so Circle, period."

Do you see that?

A. Yes.

Q. Is that your handwriting?
A. No.
Q. Do you know whose handwriting that is?
A. I believe Bursey's.
Q. Was it your understanding that Bursey was paying you the $10,000 for the purchase of the Colusa property?
A. Was it my understanding? No.
Q. And so was that memo handwritten on there when you signed that document?
A. No, it wasn't.
Q. So it's your testimony that that was written in after you signed this document; is that correct?
A. Correct.
Q. So let's turn our focus down -- oh, wait.
We're going back, but Bursey did give you that $10,000.
What was the reason for that $10,000?
A. That was good-faith money on the purchase of the 4029 Colusa property.
Q. So when you say "good-faith money," what does that mean to you?
A. A down, showing that he's going to purchase the homes.
Q. And then if we go to the customer receipt

that's on the bottom of that page, it has your hand -- name printed on there.

Is that your handwriting?

A. Yes.

Q. And that's your signature as well; correct?

A. Yes.

Q. And you -- that's your handwriting as to the date of that 4-19-19; correct?

A. Yes.

Q. And was that memo line on this document when you signed it?

A. No.

Q. Did you review this document before you signed it?

A. Yes.

Q. Okay.

And so you would have -- you have knowledge that you would have reviewed it and that memo line would have been written on there prior to you signing both of those documents, would you have signed that document?

A. No.

Q. Let's go to document -- Plaintiff's Document Disclosures Page 26 through 35. That likely is on our first email.

BY MR. LANCASTER:

Q. John, do you have that document in front of you?

A. Yes.

Q. So is -- "Deed Of Trust" is the title of the document.

Have you seen this document before today?

MR. CHILDS: Give us a second to review it. It's an 11-pager.

MR. LANCASTER: Sure.

MR. CHILDS: Have you reviewed it?

THE WITNESS: Yeah.

BY MR. LANCASTER:

Q. Have you seen this document before today, John?

A. Yes.

Q. Do you know who prepared this document?

A. Bursey.

Q. If we go to the very last page of this document, it's titled, "Lender Acknowledgment." And it appears to have a notary block and signature and stamp for that document.

Do you know if you -- in going through those 11 pages -- I don't see a signature page. Do you know where you got this deed of trust from?

A. Bursey.
Q. And do you have the full version that has a signature page associated with that?
A. No.
Q. Do you know if you signed this document ever?
A. I don't believe so.
Q. Do you know why there's a notary block and stamp and signature on this document?
A. Because it was notarized. I mean --
Q. So the notary block says -- if you go to the last page, which is Page 35, so it says -- and I will read, "On April 19, 2019," date in parentheses, "Before me, personally, appeared John Dattala, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing deed of trust."

Does that change your testimony regarding whether you ever signed this deed trust?

A. I don't see my signature on it. I mean, it's --
Q. I'm saying do you have an independent recollection of signing this deed of trust?
A. I'd say no.
Q. Okay.

So do you believe that you did not sign this

deed of trust, then?

A. It doesn't have my signature anywhere. I -- it just looks like a bunch of just pages.

Q. Yeah. I'll represent that there is no signature of any party to this agreement on this document. And it has a signature of -- or the notary stamp of the notary, but there is no signature page. I'm wondering, even though we don't have a signature page, do you believe that you signed a signature page that was associated with this deed of trust?

A. I'd say no.

Q. Do you recall signing a deed of trust relating to the 59 Sacramento property?

A. No.

Q. If you did, would you have remembered signing that?

A. Yes.

Q. Because it seems like a lot of these documents you don't remember reviewing them or what they were. So why would you have an independent recollection of signing this deed of trust?

A. Because it has to do with the other two houses. I don't remember writing anything up for that house, either two houses, the 59 or the 4029 Colusa.

Q. Thank you.

Let's go to a document with Page 87. Title of the document is, "Quitclaim Deed."

MR. BALL: I'm sorry, can you repeat that page number?

MR. LANCASTER: Yes. It's 87, and it runs -- so Plaintiff's Document Disclosure Page 87, and it runs through 92.

MR. CHILDS: Must be in 2. Oh, 2, here it is.

Okay. We have it.

BY MR. LANCASTER:

Q. Okay.

Mr. Dattala, have you seen this document before today?

A. Yes.

Q. And if you go to -- let's see, Page 4 of this document, there's a signature page.

Is that your signature on this page, which is Page 90?

A. I'd say yes.

Q. And is that your handwritten printed name?

A. Yes.

Q. And there's a date of 9 -- or sorry, 4-19-19.

Is that your handwriting as well?

A. Yes.

Q. And the name of this document is "Quitclaim deed." Do you know what the intent of this document is?

A. I would say -- I don't know. I just -- I don't know what it means.

Q. And there's a -- if you go to Page 91, there's a notary block. And it's Kim Muhammad again.

Do you recall executing this document and having Kim Muhammad notarize it?

A. I'd say yes.

Q. And it seemed like it was kind of common practice that even if you didn't understand what a document did, you would just sign it back then; is that correct?

A. Well, like I said, it had to do with him taking the houses and getting a mortgage company going in. And there was a lot of things going on in my life that were pressurish, and he showing up -- and -- it was a -- it was kind of fiascoish. I mean, he used all that to my advantage -- his advantage, you know.

He -- it's -- it -- I was -- it's a long story. But it just -- the thing is, while I was doing this, I wasn't too sure what I was doing.

Q. And so going back to my question: You would sign documents, maybe without understanding what they

were?

A. That's correct.

Q. But you had the understanding that Bursey was going to take the properties, and he was going to work with the mortgage company to try to rehab them and then rent them out?

A. Yes.

Q. And what were you going to do -- what was your role in that process?

A. Just as far as renting them out and stuff like that? I had nothing to do with the mortgage thing of it or what he was going to do. I just -- I was just to get the payments from him.

Q. So you were just the seller, and he is working with the mortgage or whoever he was going to work with to try to rent them out?

A. Yeah. He had all that part all handled, I guess.

MR. LANCASTER: Let's go to document 172.

BY MR. LANCASTER:

Q. And the title of this document is, "Affidavit of Grantor," dated April 29, 2019.

Have you seen this document before today?

MR. CHILDS: Hold on. I'm having a problem finding that one. That must be in maybe No. 5; right?

Email?

MR. LANCASTER: 172. I know it's the second page of whatever PDF it is.

MR. CHILDS: I believe that's Part 1.

MR. LANCASTER: 172?

MR. CHILDS: It's the fourth e-mail, second page.

BY MR. LANCASTER:

Q. Yeah. Fourth email, second page.

MR. CHILDS: Okay. We got it. Thank you.

BY MR. LANCASTER:

Q. So this Affidavit of Grantor appears to be relating to the 59 Sacramento property.

Have you seen this document before today, Mr. Dattala?

A. No.

Q. And so it appears to have a signature of John Dattala. Did you sign this document?

A. No, I did not.

Q. Is that your hand-printed name under the signature?

A. No.

Q. Okay.

Did you ever review this document regarding the 59 Sacramento property?

A. No.

MR. LANCASTER: Okay.

Let's go to Plaintiff's Documents Page 179 through 186. And those are text messages.

BY MR. LANCASTER:

Q. Have you had a chance to look at those, Mr. Dattala?

A. I have never -- I haven't seen them, no.

Q. Okay.

MR. CHILDS: He's asking if you have seen them here, now.

THE WITNESS: Oh, here, yeah.

BY MR. LANCASTER:

Q. And is this the first time you've seen these text messages? Because it appears to be a text message chain between you and Bursey.

A. Yes.

Q. The name on top says "Stacy"?

A. Yes.

Q. Did you call Bursey "Stacy"?

A. Yeah. That was his name before. He went by Stacy or Bursey.

Q. Okay.

So would you have -- did you communicate regularly with Bursey by text message?

A. One time or another, yes.
Q. Have you produced all your text massages with Bursey to your attorney?
A. I believe so.
Q. And so this first -- the first page of this document looks like a text that's dated March 9, 2019.
Do you see that?
A. Yes.
Q. Okay.
So the first text -- and it says "S," so I assume this is the text that came from Bursey. And it says, "I came over with your money, but you never answered. Call me later."
Do you see that?
A. Yes.
Q. Do you remember having this text message chain with Bursey?
A. Yes.
Q. Do you know what money he was going to come bring you on March 9, 2019?
A. I believe that was the good-faith money for the two properties.
Q. So for the 59 Sacramento and is it Colusa?
A. Colusa, yeah.
Q. Those two properties, is that what you are

referring to?

A. Uh-huh.

Q. Did he ever bring those over to you?

A. Yes.

Q. And were those -- did he bring them over to you by way of have -- or let's step back.

When he brought you the payments for those two properties, are those the two customer receipts that we looked at that you signed?

A. Yes.

Q. Okay.

If you go to the next page, so Page 180. And this looks like a document -- or text messages that were provided by Bursey in this litigation. So it's a text from Bursey to you.

It says, "Hey, John. I really appreciate you working with me lately. I'm doing my best to do" -- or, sorry, it's really faint -- "best to not put any more stress on you. However, my hands are kind of tied here with fixing my house and bringing it up to code." So I want to stop there.

When he says "fixing my house," what house was he referring to? Do you know?

A. That was the 50 Sacramento.

Q. Okay.

So he was doing some repairs on that house at this time; is that your understanding?

A. Yes.

Q. Okay.

And then towards the bottom, he says at the last sentence -- or, sorry.

The second-to-last sentence says, "Please come get this stuff so I can get started working."

Did you have some personal property that was still at the 50 Sacramento property?

A. That's correct.

Q. Did you ever come and take that property away?

A. I wasn't able to get it in time for his -- whatever he wanted to do. I was trying to work with him, and I just had a lot of other things I was taking care of. He just -- he was working with me as far as getting stuff, but, you know, it turned out that it was kind of like a little game with him, you know. He always wanted me to come get it, and then he would have an excuse why I couldn't come pick it up because he had to go to work or something like that.

Q. So in the following text, it's Sunday. So the following Sunday, from March 19, 2019. And it's an additional text about him saying, "Can't wait any

longer regarding removal of your personal property." He says, "I'm truly sorry, but I will start moving the stuff closest to the house to the curb so I can clear areas for repair."

Do you see that?

A. Yes.

Q. Were you under the impression that he was going to do that?

A. Yes. He wasn't removing the personal property. He was moving it back from the house because he had a foundation guy coming in to take a look at the foundation. But he wasn't supposed to be removing anything from the property.

Q. So if we go to Page 182 -- and I'm not sure if we can really tell the exact date. Let's see. The date of this text.

Anyways, it looks like it's a text from you that says, "What the hell happened over there today?"

Do you remember sending that text?

A. Yes.

Q. And what was that regarding?

A. It was either that somebody was going in the garage and removing something that wasn't supposed to be removed from the garage, which was my tools, or something happening across the street at my other

residence. That would be 4029 Colusa.

Q. Okay.

So the next text below, it's from Bursey, and it says, "John, please text or call once you find the ID. This is Stacy."

What -- were you looking for some type of ID, or your ID?

A. Yeah. My driver's license. Because he was having a notary come over to get something notarized.

Q. Okay.

Let's turn to your declaration, which it sounds like you probably have it there with you. So the Declaration of John Dattala. It's dated July 28, 2020. And it's four pages.

Do you have that document in front of you?

A. Yes.

Q. And did you sign that document on Page 4?

A. Yes.

Q. Who prepared this document?

A. Ben Childs.

Q. Did you review the document before you signed it?

A. Yes, I did.

Q. All right.

I want to go down to the middle of that first

page. It says, "In the latter part of the year 2018."

Do you see that?

A. Uh-huh.

Q. It says, "Bursey made the following factual representations to me. A, that Bursey's father had died; B, that Bursey expected an inheritance from his deceased father's estate; and C, that Bursey wanted to buy the 59 Sacramento property and the Colusa property from Dattala and planned to pay Dattala when Bursey received the inheritance from his father's estate"; correct?

MR. CHILDS: Are you reading the part where it says "A, B, and C"?

MR. LANCASTER: Correct.

MR. CHILDS: Okay.

Just give him a second to read it.

MR. LANCASTER: Sure.

MR. CHILDS: I think you just read this, John.

THE WITNESS: Okay. Go ahead.

BY MR. LANCASTER:

Q. So when did Bursey make the representations regarding his father passing and an inheritance to you? I know it says "the latter part of the 2018," but I wanted to see if you could be a little bit more

specific than that?

A. He made -- he made payments for a year on my house. So this -- I'd say 2019 he made that offer.

Q. All right.

So let's go down one line to the paragraph that starts, "On March 19, 2019."

Do you see that?

A. I got it.

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

Do you see that?

A. Yes.

Q. I guess, how do you know -- you're so specific on those dates regarding that representation of March 19, 2019, and again on March 27, 2019?

How do you recall those representations on such a specific date?

A. Kind of just estimate -- you mean, it's -- it's -- I don't know. It's kind of in that category of -- in the category of -- I'm not too sure. There's just --

Q. So why was it important to you or any

consequence that Bursey was going to have a kid?

A. I didn't even know the point of -- he said he was going to have a child, but I never, you know, saw his wife or anything like that. I was like kind of concerned about that part of it.

Him moving back in to fix the property up, that was part of that mortgage thing that he was talking about doing. And how all that came in -- involved in -- that the basic mortgage company was kind of pressuring me to get the house, you know, ready and so he could bring it up to code and all that.

And I -- I don't -- I didn't understand what he was trying to do, but it was -- it was kind of -- had to do with that mortgage thing. He kept on bringing the mortgage thing up.

Q. And so I guess I'm wondering why it was so important to you that you actually, you know, had that specific understanding of, you know, that "he had a child on the way," where a lot of the information that we're trying to get, it seems like you don't have a very good memory on what happened?

A. Because he had mentioned it to me.

Q. And so -- but why was it important to you, though? I mean, I'm sure you guys had multiple conversations regarding your life. I'm saying, why was

it important enough that you would include it in your declaration that he had a child on the way in September?

A. Because he had told me that. I mean, he wanted to get into the house.

Q. And so why wasn't he -- sorry. Go ahead.

A. It's something that he mentioned to me. That's -- so I mentioned it about what he said.

Q. Okay.

I'm just trying to figure out why it was important for you that it -- it lodged so clearly in your memory, you know, of why it was so significant in the whole deal?

MR. CHILDS: Wait until he's done with the question.

THE WITNESS: Oh, I'm sorry.

BY MR. LANCASTER:

Q. Go ahead, John.

A. Because it just didn't -- it just didn't sound right to me. He's coming up with, like, little things that -- I knew he didn't have a girlfriend, you know, and it was just something that I had to write down to indicate what he was doing. You know, I mean, it's -- it's what he said to me; so I put it down there, you know. It's not -- you know, it's

just -- yeah. That's -- that's it.

Q. Okay.

Let's go to Page 3 of that declaration.

A. (Witness complies.)

Got it.

Q. So second paragraph is where I will read and I will ask you to follow along. So it says, "I had a lot of personal property at the Colusa property and the property at 50 Sacramento and at 59 Sacramento, period. Bursey told me that he had told the buyers of 59 Sacramento" -- or sorry, let me go back. I'll start over on that sentence.

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

When did Bursey tell you this?

A. Pretty close to -- what was this here? The dates that I have, the March 19th and March 22nd, that's around the time that he told me that -- about that gentleman that he talked to, and he told him about, This is my personal property. Don't worry. Your stuff's going to be okay.

And I just found out about it; so I was like,

well, let's go over there and talk to him, you know. I had to find out if it was real or not, you know.

Q. And so here you're saying that Bursey told you that there were buyers so that he had sold 50 Sacramento and 59 Sacramento; right?

A. Okay. Yeah.

I mean, at that time, I was like -- I found out -- I found that out when I went over to 50 Sacramento just driving by, and I noticed somebody was removing all my property from my garage, which was my tools. And that's when I knew that the properties were sold to somebody. And that's why I came down here to -- came to a lawyer.

Q. And so when was that time period?

A. It wasn't that -- it was -- it was like almost -- I would say two, three weeks area or -- or months. Hold on. Let me see. It was -- this was -- after -- you're asking me the question of "when did I know"?

Q. Yeah. Because here you say Bursey told you?

A. Right. He told me that way before -- okay. He told me -- okay. I would think probably -- I'm really -- I'm not that sure when he told me. But he told me that everything's going to be all right. Don't worry about it.

I'm like, "But you sold the houses." I mean, you know, you can't -- you can't tell me it's going to be all right. You weren't even supposed to buy my houses. I mean, you know, you didn't pay for them, so how can you be selling them. That's when I started realizing that I've got to get down there and take care of this.

Q. Do you have any idea on when those conversations occurred?

A. The date -- it was, I would say, somewhere in, maybe, April, end of April.

Q. All right.

MR. LANCASTER: I think that's close to all my questions. I will pass the witness and go through my notes and make sure I don't have anything else.

Do we want to take a break? We have been going for about an hour and 20 minutes, hour -- hour and 20 minutes since our last break.

Do we want to take another ten-minute recess?

MR. BENEDICT: I would like to.

MR. LANCASTER: Okay. So we will be back at 2:00 o'clock your time.

(A short break was taken.)

MR. LANCASTER: I will pass the witness, if I didn't previously do it. And it seems like Zach was

ready to pick it up.

MR. BALL: Appreciate that.

EXAMINATION

BY MR. BALL:

Q. Mr. Dattala, my name is Zach Ball. I represent Precision Assets in a separate capacity, which is a defendant counterclaimant in this matter. I appreciate you being here today. I had some questions.

Just to go back over your work history, you previously testified today words to the effect that you worked for -- I think it was confusion whether it was Fannie Mae or Freddie Mac, but, in fact, you said you were employed by the broker; is that accurate?

A. Yes.

Q. Do you remember the name of that broker?

A. Not offhand.

Q. Okay.

And what type of training did you have for that job, do you recall?

A. Well, I met him -- he was doing a house down the street, and I happened to walk in and talk with him for a little bit. He says, "You're the kind of guy that I will need to do certain things for me."

Well, I have been in construction for a long

time, and I can kind of look at a house and tell you what's wrong with it, you know, and tell you what it needs to be fixed and stuff like that, you know.

So he thought that was kind of a plus on his side. So I went ahead and -- he hired me, and all I did, basically, to start with, is just run around and make sure -- make sure that the houses weren't being broken into. And if they were, straighten the windows out or whatever was broken, you know. That's it.

Q. And you also testified that job lasted less than a year; is that correct?

A. Yeah, yeah.

Q. Are you currently employed?

A. No.

Q. Okay.

How long have you been unemployed?

A. I think about six years.

Q. And what was the last job that you did before your -- you became unemployed?

A. I was -- I believe it was construction.

Q. So for the past six years, what have you done for income? How do you make a living?

A. I sell products, like, things that I find in the garbage can. Refrigerators, couches, anything that can turn quickly, that's what I work with.

Q. Do you have a place that you sell those out of the home that your -- you mentioned or elsewhere?

A. Yeah. The house that I'm living in right now.

Q. Is that 43 Ronald Lane; correct?

A. Yeah.

Q. And how do you advertise?

A. Just word of mouth. I have been doing it for so long that a lot of people know who I am, and they just come over. And if they need a fan or something like that, and I have one in stock, I will give it to them, you know.

Q. Okay.

I want to talk about a date. I know we talked about a lot of dates today, and it's not my intent to be too confusing in any way. I want to talk about April 30, 2019, as a dividing line.

Did you have any communication with my client, Precision Assets, or anyone that you recognize as a representative, employee, owner of Precision Assets at any point prior to litigation?

A. Starting with? What was the date again?

Q. And I -- just ahead there -- the question is: Have you ever, prior to this litigation, spoken to anyone at Precision Assets?

A. I talked to somebody that was cleaning out the house at 59 Sacramento. And I asked them if I could retrieve my personal belongings out of it. And they told me, for insurance reasons, you can't come in the house, but the guy that's there could probably give you some things back. Or then he said to get it out of the garbage can.

You know, I was like, Wow. That's not nice, you know.

Q. Sure.

A. And I was like --

Q. Do you recall when -- I'm sorry. I interrupted you.

Go ahead.

A. No. I mean, I had a lot of personal items there that I would like to have gotten. But I didn't approach the house prior to that. I waited until the first dumpster pulled up. That way I knew that somebody that owned the house would be able to talk to me. And it turned out to be all bad anyways.

Q. So about when was that?

A. It was -- it was -- I would probably go, April. April, somewhere around in there.

Q. April of what year?

A. 2020.

Q. Okay.

And prior to that time, do you have any recollection of conversation that you had with anybody at, or who represented they were a part of --

A. Who?

Q. I'm sorry. Precision Assets.

A. I didn't know what their names were, but with 50 Sacramento, when I first found out that somebody had bought the property, when I was retrieving the stuff out of the garage, I wasn't sure who the new owner was or anything like that. I dealt with Bursey, but then I found out that somebody bought that house.

I didn't know what their names were; so I can't say "yes" on that. But there was somebody that bought the house. I don't know if it was Precision or who it was.

Q. And how do you know that someone bought the house at that point?

A. Well, because the gentlemen that were cleaning out my garage, when I came around the corner and saw my tools being loaded up into a trailer, I asked them, "What -- what are you guys doing here?"

And they said, "We're cleaning up the property because the -- Bursey said to clean the backyard out."

But he said that they got confused, and they weren't supposed to take the tools out of the garage. And Bursey knew that that part of it was my personal property that I wanted to take with me.

The stuff that was in the backyard, that was kind of up for grabs because I didn't have a place to put all the stuff at the time. But that's when I first met these people that were cleaning the place out. But they never indicated who they were.

Q. Okay.

So you never got any names?

A. No. Not on the 50 Sacramento.

Q. Okay.

And it sounds like you had similar conversations with the property at 59 Sacramento and the property at 50 Sacramento. Is that -- based on what you just told me on those two conversations; is that accurate?

A. Yes.

Q. Okay.

And you mentioned a potential date of April 2020 for the 59 Sacramento property.

Do you recall an approximate date of that conversation you had with the people at the 50 Sacramento property?

A. It would be -- it is before May.
Q. Of what year?
A. 2020.
Q. Do you recall, was it a month, six months before May of 2020?
A. No, not that much. It was probably -- let's go with six, seven days.
Q. So that would put us, by my calculations, in April of 2020; does that sound right?
A. Yeah.
Q. Okay.

So I want to talk -- I want to go back, if we could. I didn't quite finish up with the 59 Sacramento property.

You had a conversation during that time. You mentioned that you wanted to retrieve some personal items. What else did you say during that conversation?
A. Just if I could get my personal property out of there. They said that they -- you guys didn't know what was going on, but there's some kind of problem with the purchase of the houses. They indicated that -- that the house was 50 Sacramento -- that one there, they bought. They were thinking about getting Colusa, but Bursey raised the price up too high, and they weren't going to get that one.

Q. And you heard this from your conversations that you were having with these unidentified people; is that right?

A. Yes.

Q. Okay.

A. While they were cleaning the place out.

Q. Could you repeat that, please?

A. The guy that was cleaning the house out.

Q. Okay.

We were referring to 59 Sacramento. Was there anything else in that conversation that you stated to them?

A. Yeah. I didn't -- I didn't really know what was going on right at that time, so I didn't really want, you know, work anything out today -- with the people that wasn't right, you know.

So I just said there was a conflict on the purchasing of these houses, so -- and the stuff still belongs to me. And so then he gave me a phone and he called somebody up, and that's when the person I was talking to wouldn't allow me to go into the house and get it. And then he said to me -- he said, "Well, if you want your stuff, you can get it out of the dumpster."

And I got a little upset, and I left.

Q. After that was said to you, did you retrieve any items from the dumpster?

A. No, not really. Because I was just getting a little too old to get in dumpsters anymore.

Q. You said, "No, not really." Just for clarification, does that mean that, no, you didn't, or there were some items that you took?

A. Well, the guy was in there cleaning the garage out. He slid down a couple boxes, and what he was sliding down wasn't the main things I wanted to get. So I just kind of walked away from the whole thing because it was making me mad.

Q. Okay.

Anything else said that you recall?

A. That's about it, yeah.

Q. Okay.

I want to go now back to the 50 Sacramento property conversation you had, as you recall, sometime in April of 2020.

Beyond what you've already told me, was there anything else stated that you stated in that conversation?

A. I was telling the guy, How can this be -- how can the house be sold, you know, under her -- I mean, he was basically saying to me, Well, we're the new

people that got the house.

And I was like, What do you mean? He can't sell the house because it's still -- it's still mine, and I've got an agreement with him.

And they handed the phone over to me, and then Bursey kind of smoothed it out with just, "Oh, no. They were just from the mortgage company. They're getting the house ready. And he wanted to make sure that everything was going smoothly."

I thought it was for the mortgage company, you know. I didn't know that he actually sold, sold it, you know. But the mortgage company, they were the guys that do the clean-outs on the houses. So they got confused on taking the stuff from the garage because Bursey knew that I definitely wanted that stuff.

And the backyard, like I said, was in a range that there was so much stuff back there that I couldn't take everything. So I didn't mind about that, but I did want my tools and stuff, you know.

And Bursey apologized to me and made it sound like it was just a mistake. So that -- the next couple of days, I went right down and hired a lawyer on this situation.

Q. Okay.

So that -- as to -- and we're referring to

the conversation as to 50 Sacramento; am I understanding that correctly?

A. Yes, yes.

Q. Yes?

So what took place first, do you recall, the visit you had to 59 Sacramento, that conversation we've discussed, or the visit to 50 Sacramento, that conversation?

A. 50 Sacramento first.

Q. Can you repeat that? I missed that.

A. 50 Sacramento was the first one.

Q. First one? Okay.

MR. CHILDS: I'd like to clarify the year before we go too far into it. I think there's a mistake on the year.

MR. BALL: Okay.

I think at the point we'll pass the witness, we can do so. I -- he's already testified it was 2000. I've asked multiple times.

BY MR. BALL:

Q. Okay. So beyond that, you don't recall having any conversations with Precision Assets prior to those dates; is that right?

A. No.

Q. Okay.

We talked about communications, verbal. Did you, prior to those two meetings we were discussing -- prior to that, did you receive any written correspondence from anyone that was identified as Precision Assets?

A. No.

Q. At the time of this meeting -- and let me back up.

At the time of the meeting out at 50 Sacramento, did you mention a day or two later -- and I don't want any attorney-client communications you had with your attorney who's sitting with you today -- but did you mention at that -- a day or two later, you went and met with your attorney here; correct, Mr. Childs?

A. Say that -- can you repeat that?

Q. Yeah. I believe your testimony was that you had a meeting at 50 Sacramento, and you shared these concerns you had. And then a day or two later, you met with Mr. Childs as your -- as your attorney for this matter; is that correct?

A. I'm not really sure about the date, but I caught on really quick. That's put it that it was.

Q. Do you believe it was a week later, a month later?

A. I'd say a couple of days later.
Q. Couple of days later?
A. Yeah.
Q. Okay.
The documents I'll represent to you, filed with the court, specifically refer to "fraud and criminal act."
With that in mind, did you ever fill out a police report?
A. No.
Q. No?
Did you ever visit a police office substation or otherwise to fill out a police report?
A. Well, I kind of heard through the grapevine that when you do something like that, they don't even pay attention to anything that goes on. So I -- I knew that if I retained a lawyer, I could get something done quicker, probably, than with the police department at that time.
Q. Okay.
A. I was kind of -- I just went ahead and did what I thought was the best thing.
Q. Understood. So based on what you just said, you did not visit a police station and discuss this with any police authority; is that right?

A. No.
Q. Okay.
Are you aware -- has anyone else, any other party involved the police in this matter?
A. No.
Q. Okay.
Just bear with me. I would like to go to a quick exhibit here.
Are you aware that Defendant Bursey filled out a police report against you?
A. Yes.
Q. Okay.
And do you recall what that police report involved?
A. I was over at the Colusa property, and I was getting -- I believe it was an estimate on the -- the property. And he had come to the front door -- and I'm not knowing if this is what happened -- but I came to the front door, and he was standing there, and he told me to get off the property. I don't know if he called the police or whatever, but I did leave the property. Yeah. That's the indication I have of that.
Q. Why, in your opinion, did he do that?
A. Because apparently he acted like he owned the house. He -- he hadn't even filled -- he hadn't even

made, like, the full complete deal with me, and he's telling me to get off his property. And I'm like, what are you talking about, you know.

And that's -- instead of having the police show up, I just left.

Q. You left because you didn't want to explain to the police what was happening, or what was your reason in leaving?

A. Yeah. I didn't want to have the conflict at that time. It was -- I just wanted to get away from it.

Q. Have you been contacted by the police as a follow-up to that police report?

A. No.

Q. Have you been contacted by the police in any respects regarding this lawsuit or the facts underlying this lawsuit?

A. No.

Q. Okay.

I would like to go to -- along those exhibits, the fifth group of exhibits, labeled "Part 5" on the very last page of that.

Tell me when you are there.

MR. CHILDS: Yeah, 273? Page 273?

MR. BALL: That's what I have, yes.

BY MR. BALL:

Q. Are you there?

A. We're there.

Q. Mr. Dattala, I will represent to you this appears a couple of times in the file. This is a little easier to get to. It's the last page.

I just want to confirm that that's your driver's license; correct?

A. Yes, it is.

Q. And that's your signature on the bottom-left portion of that; is that right?

A. Yes. It's so small you can barely see it.

Q. Understood.

MR. BALL: Okay. That's all I have for now. Pass the witness.

MR. BENEDICT: Okay.

EXAMINATION

BY MR. BENEDICT:

Q. Good afternoon, Mr. Dattala. Can you hear me okay?

A. Yes.

Q. All right. Thank you.

My name is John Benedict. And as I identified at the beginning of the deposition, I

represent Acry Development, and I also represent Precision Assets as a cross-claimant. I have a series of questions for you.

Let's start with following up real quickly on the question Mr. Ball just asked you about, the event where Mr. Bursey told you to get off his property.

When did that -- when did that take place?

A. Oh --

Q. And I'm referring to the Colusa property?

A. I'd probably say -- to be honest with you, I'm really not sure what date it was around.

Q. I'll come back to that.

Let's go at it this way: Your position is that you sold Mr. Bursey 50 Sacramento; correct?

A. Yes.

Q. All right.

Tell me -- first of all, I'm not clear from your testimony thus far. When did you sell that property to him?

A. 2018.

Q. Okay. Thank you.

All right. So in 2018, you sold that property to Mr. Bursey for how much money?

A. 150,000, plus at 8 percent interest.

Q. Okay.

And what -- and that was the one that had -- let me ask this question: Was there a $5,000 deposit?

A. Yes.

Q. And you actually received that; correct?

A. Yes.

Q. Okay.

And so he was financing 145,000, then?

A. I was.

Q. Well, you were holding the paper for 145,000?

A. He -- well, it was 150,000. He gave me 400 as good faith, and then he gave me a $500 -- $5,000 deposit.

Q. Okay.

All right. And so if you were asked this before, I apologize, but then did you guys -- did you get, as the lender in that situation, a promissory note from him?

A. Yeah. That's -- there is a -- to make the deal, yeah.

Q. Okay.

A. I believe that's the deal breaker.

Q. Okay.

So without the promissory note, you don't have any protection to get paid; right?

MR. CHILDS: Well, I'm going to object to that. That calls for a legal conclusion.

BY MR. BENEDICT:

Q. Your understanding, not the legal conclusion of it.

A. I think you have rights that you can make it -- the house has to be paid before you get the title.

Q. Right. So you wanted an amortization schedule, and you wanted it written down so that there was a promissory note to show that you had carried back this loan against the property; correct?

A. Yes. You have to have -- yeah.

Q. And in conjunction with that -- in conjunction with that promissory note, was there also a deed of trust against 50 Sacramento?

A. That I don't know.

Q. Okay.

Did you have an understanding when you did this deal with Mr. Bursey for 50 Sacramento in 2018 that you would have to have something recorded in the title to let the world know that you had a loan against that property?

A. Yes. I knew that.

Q. Okay.

And did you understand at that time that that document is called a Deed of Trust?

A. No, I didn't know that.

Q. Okay.

But to the best of your recollection, as you sit here, did you have a deed trust for 50 Sacramento or just a promissory note?

A. Well, we didn't -- we went down and recorded something at that time, but there was something messed up with the paperwork. So we had to go ahead and do it again, but we never got to that point. And I don't know if it was the deed of trust or what -- what it was.

Q. Okay.

And about how long after you sold the property to Mr. Bursey did he tell you there was something messed up and you had to go back downtown to the County?

A. It was about three to four months into the -- him renting, you know, paying the mortgage on it.

Q. Okay.

So three or four months in, he came to you and said there was something wrong with the document that you had tried to record before, and you had to

record something else?

A. Right. We had to record -- go back down -- just go back down there. It wasn't with anything mentioned. It was, we had to go get it taken care of. And I was like, Okay. Well, let's just do it.

And then it just kept on. Something was -- he was busy doing this, busy doing that. And then I just kind of spaced it out, and he didn't mention it either for a while.

Q. Okay.

So after -- after he told you there was a problem, you never -- I'm not testifying for you.

After he told you there was a problem, did you ever go back down to the County and try to get the title squared away?

A. No.

Q. Okay.

And so as of the time that he told you there was a problem with the recording on 50 Sacramento, you were aware, correct, that you did not have anything recorded in the title of that property that would show you had as the lender; correct?

A. As far as paperwork, no.

Q. Okay.

So you were aware of that?

A. I was looking at -- you don't get the title till its paid off. I mean, that's the kind of knowledge that I assumed. Later on, now, I know what the outcome is. But at the time, I was very kind of stupid. I didn't -- I didn't realize what was happening.

Q. Okay.

Well, I'm not criticizing. I'm just trying to have your understanding.

So after you knew that you had not gone back down to the County, you knew there was nothing of record as against 50 Sacramento to show you had any involvement with that property; correct?

A. Well, we had the paperwork that we had already. To me that was good enough to -- to show that we had an agreement. And then the -- also, I'm still paying the taxes on it and all that. So that's why I thought it was good enough to hold on to.

Q. As between yourself and Mr. Bursey; correct?

A. Right.

Q. But you also knew there was nothing in the title that you understood had to be recorded; correct?

A. I'm not sure what you're saying on that one.

Q. All right. Let me rephrase it.

As of three or four months after the sale of 50 Sacramento, you were aware that there was nothing recorded in the title of the property that mentioned you as a lender; correct?

A. There was something -- there was something that was not taken care of in the paperwork that we did. I don't know what that part was. So --

Q. I'm not asking you that question, sir.

What I'm asking is, once you knew there was a problem, you didn't correct it; correct?

A. Correct.

Q. And you knew then at that point, without it being corrected, there was nothing in the title of 50 Sacramento that mentioned John Dattala; correct?

A. It wasn't.

MR. CHILDS: Wait. I'm going to object to that. That's an improper factual -- let's see. That's an improper characterization of his prior testimony.

MR. BENEDICT: Please, no speaking objections. Do you have an objection that you believe the question is vague?

MR. CHILDS: I think it's vague and -- yes. I object to the fact that it's vague and confusing.

MR. BENEDICT: Okay. Let me ask it a different way.

BY MR. BENEDICT:

Q. Mr. Dattala, you knew that when you agreed to take paperwork back for the paper, the 50 Sacramento property, you knew that Mr. Bursey was committing to pay you a promissory note secured by the property; correct?

A. I have to say yes.

Q. Okay.

And three to four months after that, you knew that whatever it is that you signed that you believed protected you, that had been recorded, somehow had been messed up. You don't know the details of how it was messed up, but you knew that it was no longer recorded against the property; correct?

A. No.

Q. I'm sorry?

A. No. I knew -- I knew that he wanted to go down and get something taken care of to initiate something, but it wasn't told to me what it was.

Q. Okay.

A. I don't know if it was because of the taxes or something. I think it had something to do with why the taxes -- he wasn't getting the taxes in his name. So when he sells -- is that when you sell the house, the person's got to pay the taxes -- and pay the taxes

on it instead of you? That's what I assumed it was for.

Q. Okay.

So that was your assumption?

A. Yes.

Q. So the bottom line is, this problem popped up three or four months in, and it never got resolved until -- it never got resolved before this lawsuit was filed; correct?

A. Correct.

Q. Okay.

And you've sued Mr. Bursey for those actions in part; correct? In other words, you think he cheated you and that's part of what he cheated you about; right?

A. No. He cheated me by taking documents and -- and moving them around to make it look good for him so he can get the other two properties.

Q. Okay. Fair enough.

You also sold 50 Sacramento -- I'm sorry. On 50 Sacramento, do you have a more precise date than "2018"? Do you happen to know if it was the first half of the year or the second half of the year?

A. Well, 2018 was when we first started the agreement on the house when he sold it was -- let's

see.

Q. I don't want to you waste time on it.

I -- sir, I'm asking you if -- you had testified, I believe, that you sold 50 Sacramento to Mr. Bursey in 2018.

I'm simply asking you if you can be more precise on the time line, if it was the first half of the year or the second half of the year?

A. First half of the year.

Q. Well, I don't want you to guess. Are you guessing?

A. Yeah.

Q. Don't guess. That's fine.

Let's move on to 50 Sacramento, please. You also sold -- you also sold -- I misspoke.

59 Sacramento. You also sold 59 Sacramento to Mr. Bursey; correct?

A. I was preparing for it, yes.

Q. I'm sorry.

A. I was preparing for it, to sell it to him.

Q. I don't understand what you mean by "preparing to sell it."

A. Well, he had given me a deposit on it, and we were basically getting everything ready to go ahead and sell that property and Colusa, the 4029 Colusa. He was

going to purchase both of them due to his father passing away and him getting a settlement.

Q. Okay.

And when was that? When were you preparing to sell the 59 Sacramento?

A. Oh, boy. Somewhere around in April.

Q. Of which year, sir?

A. 2020 -- or 2020 -- oh, '18, '19.

Q. You said '18, '19 and '20. Which is it?

A. I'm not -- I'm not clear with it.

Q. It was definitely -- is it fair to say that it was definitely after the sale of 50 Sacramento?

A. Well, I never knew that Sacramento -- oh, with him?

Q. Yes, sir.

A. Yes.

Q. Okay.

At some point after the sale of 50 Sacramento, you prepared to sell 59 Sacramento and the Colusa property to Mr. Bursey; right?

A. Right.

Q. He gave you a deposit of $5,000 for each one?

A. $10,000 for each one.

Q. $10,000 for each one?

A. Yes.

Q. Okay.

And let's focus, then, on 59 Sacramento.

Did you make the same arrangement with Mr. Bursey where he would pay you a deposit, and then you would hold a certain amount of debt as a promissory note?

A. That's what -- we were talking about it, yes.

Q. Well, did you ever reach a -- an understanding with Mr. Bursey on price?

A. Yeah. He -- he went ahead and -- and he got a Zillow report, the prices of the houses, what they're going for. And we talked about how much he was going to pay per month. And when his father gave him the inheritance, he was just going to go ahead and pay the full amount for the houses.

Q. Okay.

How much was the purchase price for 50 Sacramento?

THE WITNESS: $220,000 --

MADAM COURT REPORTER: I'm sorry, can you repeat that answer, please.

THE WITNESS: 220,000 at 8 percent interest for 15 years.

MADAM COURT REPORTER: Okay. Thank you.

\\

BY MR. BENEDICT:

Q. And did you sign a contract with Mr. Bursey to sell him 59 Sacramento?

A. At the time, I would say, no. Because I -- I didn't really see any paperwork on it. He was talking about the mortgage thing, about how to -- bringing in the mortgage company and have them take over the whole house and get the -- if there was anything I was signing for, it was basically like insurance on it and things like that. I wasn't too sure what it was.

But he wasn't coming to me real quickly, and I didn't know what it was about. So it kind of threw up some red flags with me to figure out what was going on.

Q. So you signed some paperwork for insurance and other things for the property?

A. Yeah. So they could take over the property for managing his -- his half of everything so he doesn't have to do, you know, cleaning it up, getting it ready for renting. It was all about doing something like that to -- to make it easier on him so he could just kickback and pay things, you know.

Q. So at that point, did you have a -- when did those discussions happen about the management company and so forth?

A. Through the period of -- the very end of -- let's see. It was probably early April.

Q. Okay. Okay.

So if I'm understanding right, you are talking about selling him 59 Sacramento. He gives you a $10,000 deposit. You don't have anything signed obligating you to sell it to him; he gives you the deposit anyways?

A. Right.

Q. He trusted you?

A. Yes.

Q. And is it true that the only proof of any obligation on your part for 59 Sacramento, to transfer it or sell it to Mr. Bursey is that Bank of America receipt where you signed your name?

A. Yes.

Q. That's it.

All right. So on that one, is it accurate to say on 59 Sacramento, you never got to the paperwork that we talked about on 50 Sacramento, which is a promissory note or trust deed or some kind of contract; is that fair to say?

A. Yes. And we kind of had an understanding at that time that what he was doing and everything, we -- you know, we got along as -- talking and

everything. It just seemed -- seemed like that's what he wanted, you know -- wanted to do.

Q. Okay.

And when he was talking about this management company and renting it out and so forth, did you make any kind of arrangement with Mr. Bursey so that you would be receiving the rent or the proceeds from 59 Sacramento until you were paid back?

A. No.

Q. Who -- at the time that you were discussing this in early April, was anyone living at 59 Sacramento?

A. Yes.

Q. Who was that?

A. It was the -- I rented it to a church. And her daughter and her children were staying at the 50 Sacramento -- 59 Sacramento house. And I told Bursey that I didn't want them to be kicked out or anything like that. He said, Okay. Don't worry; won't do that.

But then somehow, within the next -- I don't know, maybe four months or three months, he was able to bring somebody in to -- he said it was the management of the mortgage company that they had found mold in the bathroom, and they had to relocate the tenants.

And I was pretty upset about that. I didn't want that to happen. But he apparently gave them, what was it, $15,000 to move out, or 20,000.

I kind of found it out that they were -- the reason he was doing that was so he could sell the house.

Q. Okay.

So let me ask you about the lease with the church.

When did that start?

A. Oh, that was -- there was three churches in the property. The very first church rented it for a year. The second church was the church that Bursey was living there. And then the fourth one -- I mean the third one was the one with the daughter.

When Bursey -- I met Bursey through the second church. I'm trying to think what the question was now.

Q. The question -- I'll help you out. And I appreciate it -- I know you are trying to answer my questions. I appreciate that.

Was there a lease -- let's say with the second church, was there a written lease?

A. No.

Q. And was that church using it as some kind of

a halfway house or a drug rehabilitation house?

A. No. I -- when I first purchased the home, I had made it into a silver living house.

And then I was working at the church -- I got involved with the church, and the church would give out food and stuff like that. That's when the church started taking over to rent the house out.

That's how that happened.

Q. All right.

So the second church, the one that had it when you met Bursey, didn't have a written lease, but did they pay rent?

A. The first church is the first -- is the one that brought the people in. They were just going with the same lease. So it's kind of difficult to explain.

They -- I would say they didn't have a lease, no.

Q. I can appreciate that.

Did they pay anything to occupy 59 Sacramento, "they" being the second church?

A. Yeah. Eight -- 800 a month.

Q. Okay.

And the third church that you mentioned that it ultimately went to the daughters, that third church, did they have a written lease?

A. No, they didn't.
Q. And did they pay rent?
A. Yes.
Q. And did they pay rent to you?
A. Yes.
Q. And how much was that rent?
A. 800 a month.
Q. Okay.
And this mother and daughter that were living in 59 Sacramento, when did they move in, do you recall?
A. About 2018.
Q. Okay.
And did they have a lease?
A. That's why we're -- that's the third church. That's -- the daughter is the third church, yes?
Q. Yes. That's what I'm asking.
Did they have a separate lease?
A. They didn't have a lease, no.
Q. Did they pay rent?
A. Yes.
Q. And did they pay rent all the way through the first part of 2019?
A. They moved in in 2018.
Q. Right. So they paid rent again in 2018. Did they continue to pay rent in 2019 to you?

A. Yes.
Q. And was that the same "$800 a month"?
A. Yes.
Q. And did they ever stop paying you rent?
A. Paying me rent?
Q. Yes, sir.
A. No. Till they moved out.
Q. Okay. All right. Fair enough.
So on 59 Sacramento, the sales price was $220,000, 8 percent interest, 15 years. You got the $10,000 deposit. But as far as you can recall, sitting here today, no paperwork was signed between you and Mr. Bursey, other than that Bank of America receipt; is that accurate?
A. Correct.
Q. Okay.
Let's turn to Colusa, then.
On Colusa, is it your testimony that you agreed to sell that property to Mr. Bursey?
A. Yes.
Q. And when did you agree to sell that property?
A. At the same time that 59 was.
Q. Okay.
And what was the sales price of that one?
A. $200,000.

Q. And what were the terms that -- well, strike that.

Were you able to come to terms on selling the property to Mr. Bursey?

A. Also, the Zillow report that he had, we -- he gave me the $10,000 down on it. I thought that the house was going to be written up just like the 50 Sacramento house, but he was just able to get in there and do his thing before I even got any paperwork on it.

Q. All right.

So your testimony is, you didn't sign any paperwork with him to sell him Colusa, other than acknowledging the receipt of the $10,000?

A. Right.

Q. Okay.

And you were expecting a promissory note and a trust deed or some kind of written contract; correct?

A. Right.

Q. And you knew that in order to have protection to be on title, you would have that contract recorded with the County Recorder; correct?

A. Yes.

Q. Okay.

All right. And who is -- in this April time

frame, when he's telling you about the mortgage company, was he telling you the same thing about Colusa as he wanted to do with 59 Sacramento?

A. Correct.

Q. Okay.

And who was in possession of Colusa at that time?

A. Nobody. Me.

Q. You. Were you living there?

A. No.

Q. Just had stuff there?

A. Yes.

Q. Okay.

So when did Mr. Bursey live at Colusa?

A. He never lived there.

Q. He never lived there?

A. No -- I mean, yes, he never lived there.

Q. Okay.

Did he stay there from time to time, like stay overnight?

A. No.

Q. So it was, you had the key, and it was your stuff that was at Colusa?

A. Yes.

Q. Okay.

CASE NO. 84762

IN THE SUPREME COURT OF THE STATE OF NEVADA

JOHN DATTALA

Appellant

vs.

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

Respondents

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District Court Case # A-19-794335-C

The Honorable District Court Judge Adriana Escobar

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Earlier you testified that you showed up to Colusa to get some of your stuff, and Mr. Bursey was inside and told you to get off his property.

How was it that he was inside of Colusa, telling you to get off his property, if he didn't reside there?

A. No. I was inside. He showed up at the front door as I was walking through the house getting ready to open the front door. He was standing there saying, Hey, this is my property. Get off my property.

And instead of having a conflict, I just removed myself from the property. And that's basically what happened.

Q. And when was that?

A. I believe it was in May, May sometime.

Q. May of what year, sir?

A. 2020.

Q. Just this last six months ago? The litigation's been going on in May of 2020?

A. Okay.

Q. I'm not trying to testify for you, I'm just --

A. I know. I'm just really bad with dates. April before.

Q. April of 2019, in the time frame of this

management company discussion; is that right?

A. Yeah.

Q. Okay.

And you -- I think Mr. Ball asked you if you were aware that Bursey had filed a criminal complaint against you. You said you were.

Would that be the best way to find out what time frame would be more precise?

A. Well, it wasn't that I knew that he did. I am just assuming he did because I had a -- I had a ticket that I had to go to the courthouse for. It was a trespassing ticket. And I never trespassed in my life. And no police officer ever approached me and gave me a ticket.

I didn't know who -- who give it to me; so I assumed he probably did. But I never did find out. They dismissed it.

Q. How did the -- I don't want to spend too much time on this, but how did the trespass ticket come up? Someone mailed it to you?

A. Yeah. It was -- it was mailed to me, and it's like, all of a sudden, I just get this. And this is the only thing -- and with the situation that just happened, I assume that it was him that did it, but I wasn't sure. So --

Q. Did that ticket mention the trespass away from the Colusa property?

A. It never mentioned anything, where it was at, you know, who had it. We had a weird situation, but it happened.

Q. Okay. Fair enough.

Okay. So if I asked this question, I apologize: But was there ever any paperwork signed on the Colusa sale from you to Mr. Bursey, other than you acknowledging the deposit?

A. No.

Q. Okay.

All right. You mentioned in your testimony -- I think in Mr. Lancaster's questioning -- you mentioned that there is a lot of stuff going on in your life, and you were feeling a lot of pressure.

Is that testimony -- what's the time frame of that testimony, in terms of when you were speaking to Mr. Bursey?

A. From when we -- well, when he took over and said he was going to move into the 50 Sacramento property, I just got -- I get hit with three different violations on all three my houses.

I was basically trying to take care of all

the houses, trying to get some sleep. And he would come over with a notary to do something. He'd always asked me if -- are you okay? Did you get enough sleep? It was kind of like he was keeping me just busy, you know, so I couldn't think properly, you know. It's --

Q. Okay.

You mentioned -- you mentioned that you had three violations on three houses, you weren't getting good sleep. And was there anything else that was causing you to feel pressure?

A. No. It was just when you got a -- you are only one person, and you have got to take care of three houses for violations that are just -- through everything of the house, we find it. It's tiring, you know?

Q. Sure. I could imagine. And with me not being very handy, it would be worse. Yeah. I would probably still be trying to fix the places.

So the violations you're talking about, those came from, like, the City of Las Vegas?

A. Yes. Code enforcement.

Q. Okay. Thank you.

And I don't expect you to memorize them, but what were the basic issues that were called out for 50 Sacramento, 59, and for Colusa?

A. To clean up the front yards. Remove everything 5-foot away from the house, 3 feet from the property line. Basically, just remodel the whole yard of the property. And the same thing with 59 Sacramento and 4029 Colusa.

Q. Okay.

And was there a time frame given from the City? I know at some points they were fining people?

A. They were -- she gave me -- two weeks with showing improvement. Now, I don't know who called, but it was just kind of like -- after thinking about it for a while, I can only assume that the pressure was on me because of what was going on, you know.

And I -- I did the best I could; I took care of all the work that needed to be done, and it's beyond me now.

Q. Okay.

Did you get some kind of release or clarification or approval from the City that you -- that you had done all the things they asked of you on those three properties?

A. No. They just say "Thank you." That's it. They walk away.

Q. I'm sorry, what does that mean?

A. That means that, okay, you did a good job;

I'm signing you off. That's all they did.
Q. So you did get a formal sign-off from the city?
A. Yes.
Q. Okay. For all three properties?
A. Yes.
Q. So as far as you understood, the City put all three of those properties back in compliance with code?
A. Yeah.
Q. Did they ever go inside and do any kind of inspection inside on any of the three properties to your knowledge?
A. No.
Q. Did you discuss the code enforcement situation with Mr. Bursey at any time?
A. Oh, yes.
Q. And to the best of your recollection, what did you say to him and what did he say to you about that?
A. Well, I told him that -- the things I had to do. And he was -- if I'm trying to work on one house, he's trying to get me to do the other work on the house so he could get work done to the house so he can meet up with this mortgage company.
I'm running back and forth, and I'm trying to

take care of him and the problems I had with the other houses. And it just went on and on. It was like, I only got two hands, you know. But why are you -- it was starting to get to the point where it was okay, and then it was, Oh, I needed it done right away, you know.

And that was kind of, like, not making me happy, but he is going to purchase the house. And I mean, I got to make him happy. So I had to do what I told him I was going to do.

Q. Okay.

So at that point, though, the violations -- maybe I didn't ask you the question.

When did they come in this March/April time frame of 2019?

A. The same time that he was going to go ahead and purchase the house.

Q. Okay. And so in that time frame, March or April, he owned 50 Sacramento; correct?

A. He didn't own it. He -- he only made one years' worth of payments.

Q. But he owned it subject to your deal to keep paying. Kind of like when you have a mortgage with the home: You own the own, it's just subject to having to continue to pay the mortgage; right?

A. Yes.

Q. You understood that?
A. Yes.
Q. So he was the legal owner of 50 Sacramento at the time that these notices came by; right?
A. No. Because he had to pay in full. He never paid the whole house off. I mean, he had -- what do you call it -- the amortization to make the payments, but the -- the taxes were still in my name. We never clarified the -- the paperwork; so I -- I assumed it -- it was still mine. It was still mine until it's completely paid off, isn't it?
Q. Well, I'm not testifying today. You are. So if that's your understanding, that's what well go with. Okay?
A. Okay.
Q. So you never -- when the violation on 50 Sacramento came, you didn't say to him, Hey, go clean it up because it's your property?
A. He said to me that I'm not doing it because it's still your property.
Q. Okay.
Okay. Very good.
And was there any other discussion about the violations, the manage -- the mortgage company coming in to clean it up, or anything else about this

March/April time frame that you discussed with Mr. Bursey that you haven't already testified about?

A. No.

Q. I'm sorry?

A. No.

Q. Okay.

Is there anything -- sorry. I have to plug my computer in.

Is there anything about the sale of 59 Sacramento and 4029 Colusa that -- in preparing to sell that we haven't already discussed; that you recall Mr. Bursey making some kind of promise or something else that we haven't discussed so I can move on?

A. I hate to say it, but can you repeat that?

Q. Sure. So we've talked about you were preparing to sell 59, and you were preparing to sell Colusa to Mr. Bursey. We talked about, you know, a lot of questions about that.

Is there anything else that you haven't testified about that you recall Mr. Bursey saying to you or you saying to him on that topic, on that topic of preparing to sell it?

A. I would say no.

Q. Okay.

Did he ever prepare and give you any

paperwork on selling him those two properties?

A. A verbal. That's --

Q. Just verbal?

A. A verbal.

Q. Okay. And so -- fair enough.

When you originally bought those -- the two properties, when you bought the -- strike that.

Refresh my recollection: When you bought the properties, two of them you had someone carry back the note, and I don't remember which two.

A. It was 50 Sacramento and 43 Ronald Lane.

Q. Oh, and Ronald. Okay. Fair enough.

And when you did that, who prepared the legal paperwork?

A. The ladies that owned the house.

Q. And you said -- I think you said that your understanding was Bursey was preparing the paperwork that we've talked about today, some of which, you know, has gotten recorded and some of which didn't; right? He was the one preparing it; you never prepared anything?

A. Right.

Q. Did he ever tell you where he was getting those legal documents? Did he have a paralegal service? Did he have a lawyer? How was he getting

those documents?

A. He said a lawyer. He had a lawyer that would prepare that stuff for him.

Q. Okay.

And when you knew that he was giving you items prepared by a lawyer, legal documents prepared by a lawyer to sign related to these three properties, did you ever consult with an attorney to help review those and protect your interests?

A. No.

Q. Okay.

Did you ever have any of those documents reviewed by anyone before you signed them?

A. No.

Q. Are you good? Do you need a break or should we keep going?

A. I'm fine.

Q. Okay.

Now, at any time, did you have any discussions with anyone from my client, Acry Development?

A. Say that one more time.

Q. Sure. At any time -- it's a broad question -- at any time, have you ever had any communications from anyone from Acry Development, which

is my client?

A. At any time? I would have to say no.

Q. Do you know what role Acry Development plays in this transaction, or in this lawsuit for that matter?

A. They're the people that purchased my two homes, the 50 Sacramento and that 59 Sacramento.

Q. That's your understanding?

A. Yes.

Q. Okay.

And did you ever speak with anyone on any of these three properties from the title company, WFG?

A. The -- I think one of the notaries that came over.

Q. Okay.

Do you recall the Kim Muhammad -- let me ask it as a question.

Did Kim Muhammad -- counsel asked you questions about those documents. Did she identify herself as coming to your home on behalf of WFG?

A. No.

Q. Did she give you a card or notify you that --

A. No.

Q. -- give you a card that said "WFG" or anything like that?

A. No. She was just there as the notary.
Q. Okay. That's what I'm saying. She was a notary.
Let me ask it as a question: Was it your understanding that Ms. Muhammad was the notary being sent on behalf of the title company, WFG?
A. No.
Q. All right.
Who was the notary that you believe to be sent on behalf of the title company?
A. I wasn't -- there was nobody that I was expecting. I mean, they -- I was dealing with Bursey on the paperwork.
Q. Okay.
And you understood -- you understood that that paperwork had to be notarized, some of it; correct?
A. Right.
Q. And you understood that he was working with a title and escrow company for that paperwork; correct?
A. No. He was doing it himself.
Q. Okay.
So he was preparing the paperwork, but did he identify to you that there would be title and escrow that would be contacting you to have documents

notarized?
A. I'd say no.
Q. Okay.
So when he started asking you to have these mobile -- or these notaries come to your home -- and one of them, you said it was done in the truck or whatever -- did he explain why he was doing that?
A. It had to do with the mortgage company that was going to take over the houses.
Q. Okay.
A. And, you know, to prepare them, ready for rent and all of that.
Q. What were the terms that he explained to you that those mortgage companies would be taking over the houses? Would they be getting paid? What were they going to pay?
A. Yeah. They take care of renting the place out, evict them if they needed to be evicted. They come in and clean the place, basically fix the place up. And I figure, I said, Well, he's going to get the other two houses, you know. He had something going for him. He had a little plan, you know, just kind of like dropping off the torch, you know. Just let him. Now he's got the houses, he wants to go ahead and do this.
Don't have to try to fix it -- because he

wasn't a carpenter or anything like that -- so that's why I thought that the mortgage company was going to take care of everything. He's more of, I guess, a paper man. But I didn't see anything really going wrong with it. It's just, that's what I -- what I thought was going on, you know.

Q. Okay.

And so in the documents that you signed, do you recall seeing the mortgage company identified, like, you know, "X, Y, Z Mortgage Company" or "Bank of America" or any company like that that did this?

A. No.

Q. Didn't that concern you, sir?

A. Well, if you were working 12 hours a day and then all of a sudden Bursey comes pulling up with his notary and you're tired and he's always asking me if I'm okay. And I was like, Yeah. And then you had to get this signed and that signed. It was done so quickly that I wasn't -- I wasn't thinking right, you know.

Q. Okay.

I can appreciate that. But in any of the paperwork, did you ever see the name of a mortgage company that was supposedly going to be taking over

these properties that you still owned?

A. Right. No. I hadn't seen anything yet.

Q. And did Mr. Bursey identify that mortgage company to you saying, you know, It's, you know, X, Y, Z Mortgage, and here's the contact information, and you can check them out?

A. He was -- how can you say, debonair. He is just able to just, "All right. This is for this, and they got to go take care of the house, and they will be here at 7:00 in the morning. Make sure you got your ID."

You know, that type of thing. And I just -- I wasn't thinking about it.

Q. I can appreciate that. I can appreciate it's late in the day. But if you would answer the question that I ask, we will be able to kind of finish up a little better.

My question was: Did Mr. Bursey identify the name of this mortgage company to you at any time or provide you any kind of contact information from them?

A. He might have.

Q. Did you ever contact anyone there to find out what it was they were going to do or how that was going to be impacting the properties that you still owned?

A. Well, he had people coming over and fixing

the houses, fixing the one house, the 50 Sacramento because wanted to move into it with his kid. And it's just -- I seen him run around the house and doing the work on the concrete. That's who I assumed was the company.

Q. But you never communicated with anyone at that company; correct?

A. I was doing what I was doing there at the house. I didn't interfere in his -- you know, what he was doing as far as getting things fixed in the house. I didn't interfere with it.

Q. Okay.

So at that point -- we're talking about 50 Sacramento -- he owned it, subject to paying you for it?

A. Right.

Q. And he was fixing it up because he wanted to move into it; correct?

A. Right.

Q. And you never spoke to anyone that said anything to you about, This is the mortgage company that's fixing it up or anything like that; is it fair to say?

A. Well, he can't -- he was saying that these people are going to come in, and they were going to do

this and that. And I was assuming that that was the mortgage company.

Q. Okay.

So your testimony is that was just an assumption; correct?

A. Yeah.

Q. All right.

So no communications with anyone from Acry, my client, that you are aware of, on either 50 or 59 Sacramento; correct?

A. Until the day that I was getting things removed from my property, that's the time that I talked to somebody who was -- that was doing it at 59 Sacramento. I talked to a gentleman that was cleaning it up, and I didn't know if it was Precision or who it was. But I assumed it was Precision because they're the ones that bought the house.

Q. Okay.

A. I just asked for my personal property back.

Q. Fair enough.

And that person -- let me ask a precise question: Did that person, or anyone you ever spoke with at 50 or 59, identify themselves as acting on behalf of Acry?

A. No.

Q. Did anybody at 50 or 59 identify themselves as working on behalf of Precision Assets?

A. No.

Q. But is it fair to say that the sum total of what someone said to you at the properties about the owners was, We're working for the owners?

A. They had mentioned somebody, but I don't -- I can't recall who it was.

Q. Okay.

Have you ever spoken to a gentleman by the name of Avi Segal in your life?

A. No.

Q. Have you ever spoken with a gentleman by the name of Cody Raynoha -- spelled R-a-y-n-o-h-a -- in your life?

A. No.

Q. Have you ever spoken with a man named Ofir Marzouk -- O-f-i-r; M-a-r-z-o-u-k -- in your life?

A. I really can't say because I don't know what they look like.

Q. Well, did you -- okay. Have you ever spoken with anybody identifying themselves as Ofir Marzouk in your life?

A. No.

Q. Okay.

Have you -- do you have -- as you sit here today, do you have any factual basis to believe -- strike that.

As you sit here today, do you have any facts that show Precision Assets worked with Bursey in some fashion to cheat you out of any of the three properties?

A. I don't know how to answer that question.

Q. Well, what evidence do you have that Precision somehow worked with Bursey to cheat you?

MR. CHILDS: I'm going to object to that and advise him not to answer that. That calls for attorney-client communications.

BY MR. BENEDICT:

Q. Okay.

Outside from what you know of whatever your attorney has told you or developed --

MR. BENEDICT: That's a fair question, Ben. Thank you.

BY MR. BENEDICT:

Q. What facts show that Precision worked with or conspired with or was involved with Bursey before the sales of these houses?

MR. CHILDS: I have the same objection. I'm going to advise him not to answer that because he would

get that information from communications with his attorney.

MR. BENEDICT: No. "Outside" of his communications with his lawyer, Ben.

MR. CHILDS: Okay. Hold on. I'm giving him the same advice not to answer that. If you want to make a very, very specific question, just say saying "outside of your communications with your lawyer" is not specific enough.

I'm advising him not to answer that.

MR. BENEDICT: I think that's black letter, but let me ask it this way.

BY MR. BENEDICT:

Q. Besides something that you learned from your attorney, what facts do you have that show Precision Assets worked with or conspired with or somehow got involved with Bursey before purchasing these properties?

A. I would have to say none.

Q. Okay.

Same question with regard to Acry: Other than what you have learned factually from your attorney, what evidence do you have to show that Acry was involved with or conspired with Bursey before either 50 or 59 Sacramento were sold?

A. Is that Precision, Acry, or --
Q. I said "Acry" this time.
A. Acry is what?
Q. I'm sorry?
A. Acry is what? What company?
Q. Acry Development, my client.
A. Okay. I would say none.
Q. Okay.
Outside of your -- strike that.
Other than what you've learned from your lawyer, do you have any facts to show that Precision Assets defrauded you out of the title to either 50 or 59 Sacramento?
A. No.
Q. Same question with regard to Acry.
A. No.
Q. Since this lawsuit has been filed, which I'll represent to you was May of 2019, what expenses, if any, have you paid on 50 Sacramento?
A. I bought a hot water heater for it.
Q. After the litigation?
A. No, no.
Q. That's the question.
A. Oh, okay. No.
Q. After the litigation, have you paid any of

the expenses of 50 Sacramento?

A. No.

Q. After the litigation, specifically, have you paid any of the taxes for 50 Sacramento?

A. No.

Q. After the litigation, have you filed -- have you paid any of the expenses for 59 Sacramento?

A. No.

Q. After the litigation, have you paid specifically any of the taxes of 59 Sacramento?

A. No.

Q. Have you maintained insurance on either 50 or 59 Sacramento since the time this lawsuit was filed?

A. No.

Q. Why not?

A. Because somebody else was buying it.

Q. Okay.

MR. CHILDS: I have to take a break at some time. I can feel my blood sugar going down. I thought you were going to wrap it up.

MR. BENEDICT: Okay.

Let's take a break right here.

MR. CHILDS: I have to go eat something; so this can't be a ten-minute one. This has got to be a legitimate one.

MR. BENEDICT: How long do you need?

MR. CHILDS: I have to go get something to eat. I mean, I'm thinking half hour, 45 minutes.

How about you, John? How are you feeling?

THE WITNESS: Good question.

MR. CHILDS: I need at least a half hour.

MR. BENEDICT: Okay. Then let's take 30 minutes. That would be 4:05. Would that work?

MR. BALL: That works for me.

MR. CHILDS: I'm going to log off and log back on when we come back. I can do that, right, Court Reporter?

MADAM COURT REPORTER: You should be fine.

MR. CHILDS: Thank you.

MR. BENEDICT: Thank you.

MR. LANCASTER: Thank you.

-o0o-
(Lunch recess)
-o0o-

BY MR. BENEDICT:

Q. All right, sir. It's a formality, but you haven't been deposed before, so I will remind you that when you come back from a break, you are under the same oath that you took at the beginning of the deposition.

Do you understand that?

A. Yes.

Q. All right.

At any of the times that you met with the notaries, any of the three notaries, did you ever express to them that you were not feeling well?

A. No.

Q. Did you ever express to any of them that you were overtired or exhausted or unable to understand what it is was that you were signing?

A. No.

Q. Did you ever express to any of the notaries that you felt pressured or rushed in signing?

A. No.

Q. Did you ever express to any of the notaries that you didn't know what you were signing?

A. Yes.

Q. Okay.

To whom -- what notary did you tell that to?

A. I'd say no on that.

Q. No? So in the various times that you met about notaries, you never said, Hey, I don't know what I'm signing, or anything like that? Anything to that effect, "I don't understand"?

A. I would ask them to tell me what -- what it is, you know. And they would just read the -- the paperwork.

Q. So they would read it to you?
A. Yeah.
Q. Okay.
So before signing, if you didn't understand it, you would have the notary read it to you?
A. Yeah.
Q. Okay.
The time that you said you ended up signing outside and it was raining, I wasn't clear on that testimony; so I'm going to ask you about it.
I believe that you said the notarization was scheduled to come to your home on Ronald Avenue or Ronald Street, whatever it is?
A. First, he would tell me that they were coming to my address at a certain time, to make sure you have your ID, and be out there and ready to go.
Q. So when you say, "Be out there and ready to go," is it your testimony that you never had the notary, like, come into your home or in a patio area or anything like that?
A. One or two of them would come and sit in the patio area.
Q. Okay.
And on this occasion, you didn't have the notary sit in the patio area?

MR. CHILDS: Hold on. I'm going to object to that. On what occasion?

MR. BENEDICT: Yeah, that's fair. That's fair. My problem.

BY MR. BENEDICT:

Q. On the -- what you talked about earlier, the notary that came and it is raining out.

You didn't sign in the patio area. Was that patio area covered?

A. No.

Q. Okay.

So it was raining, and she came to have you sign something. Why didn't you invite her into the house and sign at the kitchen or dining room table?

A. Because it wasn't raining at that time.

Q. Okay.

So you went out to meet her outside to sign at her vehicle or your vehicle? Which is it?

A. Well, I was waiting outside for Bursey to show up. And he was taking his time; so I was talking to her. And as we were standing there, she said, "Well, where do you want to go?"

And I just -- I was right there at my -- my truck; so I says, "Well, we can just do it right here."

Q. Okay.

And at some point, Bursey showed up; right?
A. Yes.
Q. Had you already signed?
A. No.
Q. Okay.
So you guys signed together?
A. Yes.
Q. Okay.
And at some point in that signing, it began to rain?
A. Yes.
Q. Okay.
And so when it started to rain, why didn't you guys all go inside your home and finish it there?
A. We were -- I don't know why.
Q. So if I understood your testimony from before, what you did do instead was you got inside your work truck to sign -- to finish signing?
A. No. She -- she did.
Q. She did?
A. She sat in the passenger's seat.
Q. Okay.
And so you signed in front of her. And did you -- inside of your truck; correct?
A. Yes.

Q. Where did Bursey sign?
A. The same place.
Q. So did you get it and sign and then he got in and signed?
A. Oh, she just reached in and reached out with the thing, and he signed it. Bursey was holding an umbrella.
Q. I see. So you two were outside, and she was inside?
A. Right.
Q. Okay. Fair enough.
And did you provide her at that time with your ID?
A. Yes.
Q. Okay. Did Bursey?
A. Yes. He had a -- a passport.
Q. I'm sorry?
A. He had a passport.
Q. Okay.
So he provided a passport, and you provided your driver's license?
A. Yeah.
Q. Okay.
And did you sign her notary book that morning?

A. I don't recall.
Q. Were you ever asked afterwards to sign her notary book?
A. No.
Q. Okay.
Now, at the beginning of this deposition, which seems like a long time ago, probably longer for you than me, you mentioned that a couple of the things that you had reviewed were your declarations in this lawsuit.
Do you recall saying that?
A. Yes.
Q. Okay.
And those declarations, you understood, generally, were statements that you were swearing under oath under penalty of perjury, the same penalty of perjury as you've taken at the beginning of this deposition; correct?
A. Correct.
Q. And so you knew that the court would be relying upon what you were saying in order to make her ruling on whatever the motion happened to be; correct?
A. No. I thought that -- well -- I'd say yes.
Q. Okay.
So you knew that it was critical to be

factual, 100 percent factual, and truthful in all of those statements; correct?

A. Yes.

Q. And you reviewed them in preparation for this deposition. Is there anything, from any of your declarations submitted in the case, that when you reviewed it, you believed to be inaccurate?

MR. CHILDS: I'm going to object to that. The only declaration that I reviewed was the July 2020 one. If there's other declarations, he can look at it, but -- as far as reviewing for the deposition, I think that's the only one that he's reviewed.

MR. BENEDICT: Okay.

MR. CHILDS: Are there other ones? I'm not preventing him from reviewing.

MR. BENEDICT: No. I can appreciate that. I don't want to slow it down with that.

BY MR. BENEDICT:

Q. In reviewing of the July 2020 declaration, did you find anything that you believed to be not factual that you would like to correct here under oath?

A. Yes.

Q. Did you find anything inaccurate or untruthful that you would like to correct?

A. Oh, no, not on the declaration, no.

Q. Okay.

Is there any statement that you've given to the Court under oath that in the declaration that you understand to be not truthful or inaccurate?

A. I would say no.

Q. Okay.

Do you understand that an affidavit is also a sworn statement under oath?

A. Yes.

Q. Okay.

And that an affidavit, that you are swearing under oath, would need to be truthful and accurate, just like a declaration; fair to say?

A. Yes.

Q. Okay.

All right. I'm going to ask you, Mr. Dattala, are you the same -- is your middle initial J?

A. Yes.

Q. Are you the same John Dattala who was -- who has a -- who had a criminal possession of methamphetamine with intention to sell case in the Eighth Judicial District in Las Vegas, is that you?

A. Yes.

Q. Okay.

Do you recall the charges of possession with methamphetamine with intent to sell?

A. Yes.

Q. Do you recall if that was a felony?

A. Yes.

Q. Do you recall pleading guilty to that crime?

A. Yes.

Q. And do you recall that guilty plea to be on or about 2013?

A. Like I said, I'm pretty bad with dates. It probably was.

Q. Okay.

And do you recall in that matter that you plead guilty to a felony?

A. Yes.

Q. Okay.

And do you recall in that matter that you had your probation revoked?

A. Yes.

Q. Eventually, was your probation reinstated?

A. Reinstated?

Q. Were you allowed to go back and be on probation rather than having it revoked?

A. Yes.

Q. When you had your probation revoked, did you

have to serve time in jail or in prison?

A. No. I went to the Salvation Army rehabilitation program.

Q. Okay.

A. And passed it.

Q. Successfully completed that?

A. Yes.

Q. To your knowledge, have you been discharged from probation formally?

A. To my knowledge, yes.

Q. Okay.

And do you similarly have -- did you similarly have a felony charge for unlawful possession for sale of substances and attempt to possess a controlled substance in the Eighth Judicial District Court?

A. Is that the same charge?

Q. No. It's a different, earlier charge.

A. Okay. Yes.

Q. Do you recall pleading guilty in that case?

A. Yes.

Q. And do you recall if you plead guilty to a felony or a misdemeanor?

A. Felony.

Q. Okay.

And did you, to your understanding, complete your probation and have it discharged?

A. Yes.

Q. Okay.

Can you refer to -- it's the report -- so 109, Bates No. 109?

MR. CHILDS: Do you know what email?

MR. BENEDICT: I think it's the second email.

MR. CHILDS: Got it.

BY MR. BENEDICT:

Q. It's the forensic report, dated June 11th of '19.

Can you see that in front of you, sir?

A. Yes.

Q. Okay.

And have you talked with Jan Seaman Kelly about her handwriting analysis for your signatures?

A. Yes.

Q. Okay.

And did you identify for her -- how do I put this? Did you show her some signatures that you knew were yours and verify that they were yours?

A. No.

Q. Okay.

So there's some dispute of signatures. And

this report -- you are not an expert; so I'm not going to ask you to analyze it, but this report calls out some signatures that she claims are not yours. Okay?

Do you have that general understanding?

A. Yes.

Q. Okay.

And in order to do that, she had some signatures that were acknowledged to be yours.

Do you understand that?

A. Yes.

Q. And did you acknowledge those signatures as yours for her?

A. On the paperwork or --

Q. Yes.

A. No.

Q. Okay.

Did you write your signature out for her at her request?

A. Yes.

Q. Okay.

So if you look at the next page, which is 110 of your disclosures, it says, "Known signatures of John Dattala."

Starting with Item 10, do you see that reference?

A. Okay.
Q. Do you see it? Okay.
So there's ten items that are listed as known signatures of -- they're listed as your known signatures.
Do you see that?
A. Yes.
Q. Okay.
Are those -- have you had a -- strike that.
Do you have any reason to dispute that any of those signatures are your actual signature, as your expert witness has reported?
A. The -- I say no.
Q. Would you then scroll to 136 -- actually, 135 first.
MR. CHILDS: Well, it must be in a different email.
MR. BENEDICT: Oh, does it swing over?
MR. CHILDS: What was that one? So it's going two and three?
MR. BENEDICT: Two and then in three, yes; I'm sorry.
MR. CHILDS: Okay. What number? Which page number.
MR. BENEDICT: The number should be 132. I

misspoke earlier.

BY MR. BENEDICT:

Q. Mr. Dattala, do you have 132 there?

A. Yes.

Q. Okay.

And to the right, is that the handwriting -- strike that.

Is that the signature that you made for your expert witness, to your knowledge?

A. No.

Q. Okay.

Do you recognize, is that your signature?

A. No.

Q. Okay.

The printing to the left of that page, is that yours?

A. No.

Q. Okay.

The next page is your driver's license. Is that an accurate copy of your driver's license?

A. Yes.

Q. And is that your signature under your picture?

A. Yes.

Q. If we could then go to the second report,

which is 253. I think that's in the last email. I think that's in 5. Let me see.

Do you have it?

A. Yes.

Q. Okay. Thank you.

Sp starting at 253 of your disclosures, Mr. Dattala, is October 16, 2019 Supplemental report from Ms. Seaman Kelly.

Do you see that? Do you see that and see the date?

A. Yes.

Q. Okay. Fair enough.

And again, there are a list -- there is a list of known signatures for John Dattala.

Do you see that?

A. Okay. Yes.

Q. Do you have any reason to dispute any of the signatures that your expert says are yours in Items 10 through 20?

A. You are saying do I dispute them?

Q. Yes.

A. No.

Q. Okay.

And this item that she's supplementing about is item 21, is an undated signature. You can read it

there at the first thing. "Undated signature in the name of John Dattala," on Page 96 of Lillian Medina's notary book.

Do you see that? Do you see that referenced?

MR. CHILDS: Right here.

THE WITNESS: Okay. Okay.

BY MR. BENEDICT:

Q. If you -- let me see. Would you look at the next page -- or two pages down, 256.

A. I got it.

Q. You got it? Okay. Thank you.

Your 256 is your expert witness kind of breaking down your signature, if you will. The items that say, "Known John Dattala signature," do you dispute any of those as your signature?

MR. CHILDS: It's the ones from here on down.

THE WITNESS: Right. Right.

No.

BY MR. BENEDICT:

Q. Okay.

And if you go to the next page, please, 257. Do you have it there, sir? It starts at the top of the page, "John J. Dattala," with your address, and then there's a signature next to it.

Is that -- do you have the right document?

A. Yes.
Q. Okay.
And that is taken from the notary book of Lillian Medina. Is that -- do you have any recollection of signing the notary book of Lillian Medina at any time?
A. Do I have any dispute?
Q. No. Not any dispute. I'm not trying to trick you.
I'm asking you a broad question: Do you remember ever having something signed specifically by Lillian Medina and signing her notary book?
A. Yes.
Q. Okay.
And this signature in front of you, which purports to be from her notary book -- I'm specifically referencing 257, that one is not your signature; is that your testimony?
A. No.
MR. CHILDS: Hold it. Yeah, that's a double negative.
BY MR. BENEDICT:
Q. Excuse me. I don't want the double negative.
So is the signature on 257 your signature, sir?

A. No. It doesn't look like it.

MR. BENEDICT: Okay. I appreciate you answering my questions.

I'll pass the witness.

MR. LANCASTER: Ben, do you have any questions?

MR. CHILDS: Yeah. I have a couple of questions to clarify.

EXAMINATION

BY MR. CHILDS:

Q. When you -- I think Mr. Ball was asking you about the year that you were interacting with Mr. Bursey and the people at the properties. And I believe you testified that the year was 2020.

Is that accurate?

A. No. It's -- I -- like I said, I'm bad with years. It would have had to have been earlier.

Q. What year, if you know -- just to help you out --

A. 2018 -- or '19. '19.

Q. Okay.

So when you went and talked to the person at 50 Sacramento that was there throwing away the -- your tools and property, did anybody -- did that person

identify himself in any way?
A. No.
Q. Okay.
Did he tell you what his name was?
A. Don't recall that.
Q. Okay.
Did he tell you who he represented?
A. Well, he said he was cleaning this out for the new owner.
Q. Okay.
What did he look like?
A. Hispanic. About 6 -- 6'2". Medium build. Black hair, male. Spoke English fair.
Q. Okay.
And when you were testifying earlier about the mortgage company coming to take over the property, did you perhaps intend to mean that it was the management company?
A. Yes.
Q. Okay.
Because -- do you understand the difference between a management company and a mortgage company?
A. Well, mortgages do the --
Q. Well, do you understand it? That's a yes-or-no question.

A. Yes.
Q. Can you state what the difference is?
A. Let's see, the mortgage company is the one that does the paperwork for -- okay. What was the question again? Mortgage company and --
Q. Management company.
A. Okay.
Management is -- I believe it's the one that takes care of managing the things that need to be done around the house or around the -- the job.
And a mortgage company is the ones that do the paperwork for, I guess, the title and stuff like that.
Q. Okay.
A. The mortgage.
MR. CHILDS: That's all I have. Thank you.
MR. LANCASTER: I don't have anything any other questions.
MADAM COURT REPORTER: Anybody else?
MR. BALL: This is Zach. I just had a couple.
I just sent an email as an additional exhibit if we can pull that open, please.
MADAM COURT REPORTER: Are you going to mark that or just refer to it?

MR. BALL: I'd appreciate that if you would. I would appreciate it if we mark could mark this as an exhibit. I don't know what exhibit we're on.

(Exhibit 3 marked.)

BY MR. BALL:

Q. If you could, Mr. Dattala, if you could just please take a look at Pages 2 and 3. I attached Page 1, just so we all know where it came from. But if you could just take a look at Pages 2 and 3, and let me know when you have done so.

A. Okay. Okay.

Q. There's a date of -- I'm sorry.

You said, "Okay." Does that mean you had a chance to make a full review of that document?

A. Yes.

Q. Okay. Thank you.

There's a date -- I know we talked a lot of dates -- there's a date of April 29, 2019, in that document, and it refers to a meeting you had with a notary specific to some affidavits of the grantor.

Do you recall that date?

A. Yes.

Q. I'm sorry, on that date, do you recall meeting with a notary?

A. Yes.

Q. Okay.

And do you recall what that notary presented you with?

A. Grantee/grantor -- grantee/grantor.

Is that it?

Q. Can you repeat that one more time?

A. The grant -- grantor/grantee.

Am I saying it right?

Q. Just -- you may be. That may be what you were presented with, but I just wanted to clarify: Do you recall whether -- how many documents you were presented with to sign that day?

A. No.

Q. Do you recall meeting with Ms. Medina that day?

A. I don't know if it's that day. I mean, it's been a while. It wasn't --

Q. Do you have any reason to believe that it wasn't on April 29, 2019, that you met with Lillian Medina?

A. I'm just assuming that it is. I mean, I don't know if it's the actual date or what date it was, you know.

Q. Okay.

But as you sit here today, you don't have any

reason to disbelieve that April 29, 2019, was the date of that meeting; is that right?

A. No, no.

Q. Okay.

And do you recall -- that is to say to repeat your earlier testimony -- earlier, you recalled signing certain documents. You described what those were. Did either of those include an Affidavit of Grantor?

A. I'm not sure.

Q. Okay.

She also goes on to say that she requested you and Mr. Bursey -- and I'll back up.

Was Mr. Bursey with you at that meeting, do you recall?

A. Yes, he was.

Q. He was?

A. Yes.

Q. Do you recall her asking the two of you to execute her notary book?

A. Sign, you mean?

Q. That's right. I'm sorry. Sign that?

A. Yes.

Q. And did either of you refuse to do so?

A. No.

Q. Do you know why she would claim that both of

you refused to do so, and she states here -- stating that, "They had to leave abruptly"?

A. No.

Q. Do you recall having any meeting in the myriad of meetings with notaries on this -- surrounding these events, do you recall any such meeting where you were requested to sign a notary book but didn't?

A. No.

Q. She goes on to state that she had a contact number only for you and that she made several attempts to reach you.

Do you recall that at all?

A. I didn't get any phone calls, no.

Q. Do you recall meeting with Ms. Medina, she states in here, "approximately two weeks later"?

A. No.

Q. Do you recall any notary that came to your house alone, without you present -- without anybody but you present and request that you sign a notary book?

A. No.

MR. CHILDS: Can you guys hear him? Because it's faint, even for me.

MADAM COURT REPORTER: Yes, I can hear him.

BY MR. BALL:

Q. Okay.

Was there anything, Mr. Dattala, that you didn't hear me say that I need to repeat?

A. No. I heard it.

Q. You heard it? Okay.

We talked earlier about a police report. And you mentioned that you don't recall anything coming out of it. And then when you were speaking with Mr. Benedict, you mentioned that you received a ticket for trespassing.

I know that it's been a long day -- and as things go on you may remember more -- for that court hearing date, is that something that you recall attending?

A. Yes.

Q. And you mentioned it was resolved by the Court by "dismissal"; is that right?

A. It was just right when this COVID thing -- I went to court once. They said it was -- they didn't have enough evidence or something. So they gave me another court date, and it was one year later. And it was when this COVID thing started, and you weren't allowed to go into the jail.

So they gave you a number to call, and I called the number. I haven't got an answer from it, but when you look online, it says "dismissed." It

never -- nothing was ever even done about it.

Q. I see. Okay.

So beyond what you have just described and what you earlier described, you don't have any other recollection of any events or court dates coming out of that; is that right?

A. No, yeah. Correct.

MR. BALL: That's all I have.

MR. LANCASTER: John, did you have anything else?

MR. BENEDICT: No. I was just trying to catch the mute button. No, I don't have anything else.

MR. LANCASTER: Okay.

Ben, anything else?

MR. CHILDS: No. Thank you.

MR. LANCASTER: All right. That will conclude the deposition.

MADAM COURT REPORTER: I was just going to ask if anybody wanted copies?

MR. LANCASTER: Yeah. We'll take the -- just all the electronic version of them.

MR. CHILDS: I guess I'd request a copy too, unfortunately.

MR. BALL: I misspoke. We would similarly request electronic copies, please.

MR. BENEDICT: This is John Benedict. I will get back to you when I talk to my client about it.

MADAM COURT REPORTER: Okay.

And I would just like to confirm something with the exhibits. Can we go ahead and go off the record?

MR. LANCASTER: Yes. That's fine.

(Thereupon, the ZOOM videoconference deposition concluded at 4:49 p.m.)

CERTIFICATE OF DEPONENT

PAGE LINE CHANGE REASON

* * * * *

I, JOHN DATTALA, deponent herein, do hereby certify and declare under the penalty of perjury the within and foregoing transcription to be my deposition in said action; that I have read, corrected and do hereby affix my signature to said deposition.

JOHN DATTALA, Deponent

CERTIFICATE OF REPORTER

STATE OF NEVADA)
COUNTY OF CLARK)

I, Michelle R. Ferreyra, a Certified Court Reporter licensed by the State of Nevada, do hereby certify: That I reported the ZOOM videoconference deposition of JOHN DATTALA, commencing on THURSDAY, JANUARY 14, 2021, at 11:03 a.m.

That prior to being deposed, the witness was duly sworn by me to testify to the truth. That I thereafter transcribed my said stenographic notes into written form, and that the typewritten transcript is a complete, true and accurate transcription of my said stenographic notes, and that a request has not been made to review the transcript.

I further certify that I am not a relative, employee or independent contractor of counsel or of any of the parties involved in the proceeding, nor a person financially interested in the proceeding, nor do I have any other relationship that may reasonably cause my impartiality to be questioned.

IN WITNESS WHEREOF, I have set my hand in my office in the County of Clark, State of Nevada, this 25th day of January, 2021.

_____
MICHELLE R. FERREYRA, CCR No. 876

HEALTH INFORMATION PRIVACY & SECURITY: CAUTIONARY NOTICE

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Exhibit 4

Exhibit 4

Inst #: 20190408-0002603
Fees: $40.00
RPTT: $377.40 Ex #:
04/08/2019 04:19:01 PM
Receipt #: 3678157
Requestor:
EUSTACHIUS BURSEY
Recorded By: MAYSM Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: TENAYA BRANCH

RECORDING COVER PAGE

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

APN# 140-31-817-043

(11 digit Assessor's Parcel Number may be obtained at http://redrock.co.clark.nv.us/assrcalprop/owner.aspx)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

QUIT CLAIM DEED FOR NEVADA

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

RECORDING REQUESTED BY:

Eustachius C Bursey

RETURN TO: Name Eustachius C Bursey

Address 50 Sacramento Drive

City/State/Zip Las Vegas, NV 89110

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

Name Eustachius C Bursey

Address 50 Sacramento Drive

City/State/Zip Las Vegas, NV 89110

This page provides additional information required by NRS 111.312 Sections 1-2
To print this document properly, do not use page scaling
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RECORDING REQUESTED BY:
EUSTACHIUS C BURSEY

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

(Above reserved for official use only)

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

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

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

QUIT CLAIM DEED FOR NEVADA

STATE OF NEVADA
COUNTY OF CLARK

THIS DEED is made this day of April 5, 2019 by and between the **"Grantor,"**

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

AND the **"Grantee,"**

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

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

Signatures

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

Grantor (or authorized agent)

x/ _____

Print Name: John Dattala

NOTARY ACKNOWLEDGMENT

NEVADA
COUNTY OF CLARK

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

WITNESS my hand and official seal.

Commission Expires: 9-12-20

Bonita Spencer
Notary Public, Nevada

BONITA SPENCER
Notary Public, State of Nevada
No. 16-4308-1
My Appt. Exp. Sept. 12, 2020

herein:

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

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

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

[SIGNATURE PAGE FOLLOWS]

STATE OF NEVADA
DECLARATION OF VALUE

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

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

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

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

5. Partial Interest: Percentage being transferred: 100 %

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

Signature _____ Capacity: representative

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: JOHN DATTALO	Print Name: Eustachius C. Bursey
Address: 50 SACRAMENTO DR.	Address: 50 SACRAMENTO DR.
City: LAS VEGAS	City: LAS VEGAS
State: NV Zip: 89110	State: NV Zip: 89110

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

Print Name: ~~Cobb Plaza~~ WE Buy Las Vegas Escrow #
Address: 1980 Festival Plaza #300 LLC
City: Las Vegas State: NV Zip: 89135

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Zachary T. Ball, Esq.
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Las Vegas, Nevada 89134
Telephone: (702) 303-8600
Email: zball@balllawgroup.com
Attorney for *Precision Assets, as Defendant, Counterclaimant and Crosslaimant 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

PRECISION ASSETS' MOTION TO EXPUNGE LIS PENDENS

HEARING ON OST PENDING

PRECISION ASSETS' MOTION TO EXPUNGE LIS PENDENS

Precision Assets (as Defendant, Counterclaimant and Crosslaimant against Eustachius Bursey, hereinafter referred to as "Precision"), by and through its counsel of record, Zachary T. Ball of THE BALL LAW GROUP, LLC, hereby files its Motion to Expunge Lis Pendens ("Motion") on order shortening time, pursuant to NRS 14.015. This Motion is based on the Nevada Rules of Civil Procedure, the pleadings and papers on file herein, and any arguments as the Court may hear.

Case Number: A-19-794335-C

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

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND SUMMARY OF ARGUMENT

Unable to meet the needed factors within NRS 14.015 to maintain Plaintiff's Lis Pendens ("LP") recorded against Precision's two properties, this Court should order expungement of both LPs. Plaintiff's LPs are preventing Precision from selling these properties. Plaintiff has maintained these LPs with his baseless claims against the various defendants. The burden upon Precision far outweighs the benefit to Plaintiff. The LPs must now be expunged.

II. STATEMENT OF FACTS

Precision holds title to two parcels of real property: 50 Sacramento Drive, Las Vegas, Nevada and 89110 and 59 Sacramento Drive, Las Vegas Nevada ("50 Sacramento" and "59 Sacramento", respectively). This ongoing litigation concerns unsupported claims that Plaintiff still has some interests in these properties.

Following commencement of the current action filed in May 2019, Plaintiff recorded notices of Lis Pendens on both 50 Sacramento and 59 Sacramento. **Exhibit 1** and **Exhibit 2.** Precision now seeks to have the LPs removed from the public record of 50 Sacramento and 59 Sacramento. This is based on Plaintiff's inability to satisfy the necessary requirements of NRS 14.015.

III. LAW AND ARGUMENT

A. PLAINTIFF CANNOT SATISFY THE ELEMENTS OF NRS 14.015(2) AND (3)

Lis pendens are governed by NRS 14.015, which states in pertinent part:

> 1. After a notice of pendency of an action has been recorded with the recorder of the county, the defendant or, if affirmative relief is claimed in the answer, the plaintiff, may request that the court hold a hearing on the notice, and such a hearing must be set as soon as is practicable, taking precedence over all other civil matters except a motion for a preliminary injunction.
>
> 2. ***Upon 15 days' notice, the party who recorded the notice of pendency of the action must appear at the hearing*** and, through affidavits and other evidence

which the court may permit, establish to the satisfaction of the court that:

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

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

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

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

3. In addition to the matters enumerated in subsection 2, the party who recorded the notice must establish to the satisfaction of the court either:

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

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

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

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

(Emphasis added.)

Thus, pursuant to NRS 14.015(2), Plaintiff must show four (4) 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, Plaintiff must then, pursuant to NRS 14.015(3), prove a fifth element – either that he is likely to prevail in the action or has a

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fair chance of success on the merits and that the harm to him would be greater than the harm to Precision. 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." Plaintiff cannot meet the four elements of NRS 14.014(2) and certainly cannot meet either of the requirements of NRS 14.015(3) as to Precision. Thus, this Court should expunge the LPs immediately.

1. Plaintiff brought the action in "bad faith and for an improper motive" in violation of NRS 14.015(2)(b).

As set forth in Plaintiff's Second Amended complaint, Plaintiff seeks to reacquire title in 50 and 59 Sacramento, but asserts no claims against Precision for wrongdoing, only alleging fraud and forgery against Defendant Bursey with negligence and conspiracy among the claims against the other defendants. Plaintiff's claims appear to assert that Bursey defrauded Plaintiff by fraudulently inducing him to complete forms necessary for the transfer of the 50 and 59 Sacramento properties or simply forged Plaintiff's signature. However, this theory has been shown to be incorrect as Plaintiff has acknowledged that there was an agreement between Bursey and Plaintiff to transfer the 50 and 59 Sacramento properties. See **Exhibit 3**, Plaintiff Responses to Eustachius C. Bursey's First Set of Interrogatories:

> Interrogatory No. 3:
>
> Please describe, in as much detail as possible, your discussions with Defendant EUSTACHIUS C. BURSEY regarding purchasing the property at 50 Sacramento Drive, Las Vegas, NV 89110, APN 140-31-817-043, including how and when the subject first came up and what your understanding of the terms of sale would be.
>
> Answer:
>
> 50 Sacramento was the first property that Bursey purchased from me. The idea came up when he approached me around Christmas time, 2017. The subject first came up when Bursey asked about buying the Colusa property but he wanted a house he could move into immediately and the Colusa property need work.
>
> We agree he would buy this property [50 Sacrament] for $150,000 financed at 8% interest on a 15 year loan secured by a promissory note and by a deed of trust, after he paid me the $5,000 down payment. There was a purchase agreement dated June 3, 2018 and a deed of trust with the payment amount and other terms spelled out.

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Interrogatory No. 2:

Please describe, in as much detail as possible, your discussions with Defendant EUSTACHIUS C. BURSEY regarding purchasing the property at 59 Sacramento Drive, Las Vegas, NV 89110, APN 140-31-810-025, including how and when the subject first came up and what your understanding of the terms of sale would be.

Answer:

This was about a year after I had sold 50 Sacramento to Bursey. He told me that his father had died and he was interest in buying my other two houses at 59 Sacramento 4029 Colusa. We agree that the purchase price for 59 Sacramento would be $220,000 financed at 8% interest on a 15 year loan secured by a promissory note and by a deed of trust, after he paid me a $10,000 down payment

Plaintiff intended to sell the 50 and 59 Sacramento properties to Bursey, which is exactly what ultimately occurred. Indeed, as set forth in the Second Amended Complaint, Plaintiff's entire case essentially rests on the allegation that he did not receive market value for 50 and 59 Sacramento and thus seeks to have the sales set aside. As Plaintiff intended to sell the 50 and 59 Sacramento properties, it is incongruent for him to now attempt to unwind the sale to Precision to re-acquire the properties, while acknowledging his intent to alienate both properties previously, for set sums and on set terms. Plaintiff's claims as to Precision, and the LPs, are not brought in good faith. Indeed, it is bad faith for Plaintiff to claim that no agreement to transfer the properties existed solely in an effort to prevent Precision from utilizing the properties.

2. <u>Plaintiff cannot show that it can "perform any conditions precedent to the relief sought" pursuant to NRS 14.015(2)(c).</u>

Plaintiff clearly seeks to deprive Precision of the title to 50 and 59 Sacramento, but makes no effort, and clearly cannot accomplish, any remuneration to Precision for the two properties. As set forth above, Precision paid good and valuable consideration, in the amount of market value, for the two properties. Plaintiff seeks to reacquire title in the two properties. However, Plaintiff makes no mention, or effort, to set forth how Precision will be re-imbursed for the properties. As set forth in Plaintiff's responses to Bursey's Interrogatories, Plaintiff anticipated obtaining $150,000 and $220,000 for 50 and 59 Sacramento. See **Exhibit 3.** However, based on

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the pleadings, it appears that Plaintiff expects this Court to simply declare that Plaintiff now owns the properties, unwind the sales to Bursey and thereafter to Precision, and leave Precision to seek to collect the amounts it paid for 50 and 59 Sacramento. Plaintiff fails to provide any evidence of wrongdoing on the party of Precision or any basis for placing Precision in the position of becoming Plaintiff's collection agent on any judgment that Plaintiff may obtain. Plaintiff knows that its claims are likely doomed to failure, and thus seeks a return of the two properties, in addition to monetary damages, and wishes to leave Precision to chase the remaining defendants to be made whole as Plaintiff cannot afford to reimburse Precision its sale price. As such, Plaintiff cannot perform the condition precedent, reimbursement of Precision's fair market purchase price of the two properties, for the relief sought, i.e. unwinding of the sale.

3. Plaintiff would not be "injured by any transfer" pursuant to NRS 14.015(2)(d).

The fourth element under NRS 14.015(2)(d), that Plaintiff must show that he would be harmed "injured by any transfer," is another requirement that Plaintiff simply cannot meet. Precision is in possession of the two properties as neither appears to be Plaintiff's residence. Thus, while every piece of real property is considered unique, these two properties are not Plaintiff's residence and the sale of the two properties was clearly contemplated by Plaintiff in his agreements with Bursey.

Indeed, Plaintiff's Second Amended Complaint focuses on the disparity of what Plaintiff contends he received as compared to the fair market value of the properties and not the loss of the properties. In Plaintiff's responses to WFG National title Insurance Company's First Set of Interrogatories, when asked about the extent of Plaintiff's damages, Plaintiff states "if I can't get the property back, I agreed to sell the 59 Sacramento Property for $220,000 and the 50 Sacramento Property for $150,000, so those would be my monetary damages." See **Exhibit 3**. As such, another sale would not deprive Plaintiff of his residence or further harm Plaintiff,

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Plaintiff simply seeks the monetary damages he allegedly incurred in not obtaining the agreed upon prices for the properties from Bursey.

Furthermore, Plaintiff has not contended that Plaintiff has paid any sums for taxes, homeowner assessment, maintenance, or any other charges associated with the two properties. These prices are being borne by Precision, while Plaintiff's LPs prevent Precision from selling the properties. Plaintiff has not shouldered any of the burden of maintaining the properties, content to allow Precision to carry that cost, but continues to seek to have the properties returned to him. An additional transfer of the properties, would simply allow Precision to halt the monthly losses it is incurring on the properties while this litigation continues.

4. Plaintiff lacks a likelihood of success on the merits pursuant to NRS 14.015(3)(a), or the ability to show that its harm would exceed that of Precision pursuant to NRS 14.015(3)(b).

The fifth element of the test under NRS 14.015 (2)-(3) is that of showing either that Plaintiff is likely to prevail in the action or that Plaintiff has a fair chance of success on the merits and that the harm to them would be greater than the harm to the defendant. As set forth in the factual recitation and analysis above, Plaintiff is unlikely to succeed on the merits, as he did have an agreement to sell the properties, but now contends that he was not adequately compensated.

Plaintiff's lack of allegations against Precision, solely seeking to deprive Precision of its interest in the two properties by way of Plaintiff's claims against the remaining defendants, shows that Plaintiff lacks any claim directly against Precision. Thus, Plaintiff has little to no likelihood of success on the merits on which to base the LPs.

As set forth above, Plaintiff makes no showing that it could compensate Precision for the amount Precision paid for the two properties; at best Precision would obtain Plaintiff's judgment against the other defendants. Plaintiff has made no effort to act as the owner for the two properties as Precision has been left to pay the associated taxes, maintenance, and related upkeep of the properties. Plaintiff simply seeks to have the properties returned regardless of the impact on

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Precision. Precision, on the other hand, is being disproportionally injured by the LPs. Precision's business is "flipping" properties, not retaining properties. Being forced to retain the 50 and 59 Sacramento properties is forcing Precision to shoulder carrying costs and the risk of a market reversal, and depriving Precision of liquidity, necessary for its business model. Thus, the harm to Precision greatly exceeds the harm to Plaintiff, especially in this matter, where Plaintiff's ultimate measure of damages is monetary and not the real property itself.

Furthermore, Plaintiff is unable to show how it would be harmed further should the properties be sold by Precision. As set forth by Plaintiff's responses to interrogatories, Plaintiff intended to sell the properties to Bursey for $220,000 and $150,000 and acknowledges that the extent of the damages is these monetary amounts. See **Exhibit 3**. The only harm rests with Precision, which is forced to continue to pay the carrying costs of these two properties while Plaintiff continues to litigate against Precision and the other defendants based solely upon Plaintiff's claims that he did not receive fair market value for the properties from Bursey.

B. PLAINTIFF SHOULD BE REQUIRED TO POST A BOND IN THE AMOUNT OF $300,000 DUE TO THE HARDSHIP TO PRECISION OF THE LPS.

The elements for expunging a lis pendens closely follow the elements for preliminary injunctive relief set forth in NRCP 65. This is unsurprising, as a lis pendens, while not prohibiting further transfer of a property certainly seeks to limit the likelihood of a transfer by informing a person searching the title of the litigation. In this matter, as set forth above, Plaintiff fails to assert an affirmative claim against Precision only seeking to unwind the sales of the properties due to the acts of the other defendants. As such, Plaintiff is effectively seeking to deter a sale by Precision, or at the least, reduce the value of such a sale. This deterrence forces Precision to continue to pay to maintain the properties, paying taxes, assessments, and maintenance based solely upon Plaintiff's efforts to reacquire the properties.

Thus, just as NRCP 65(c) requires security, Precision asks that, should the Court allow Plaintiff to maintain the lis pendens, Plaintiff be required to submit a bond in the amount of $300,000 being the total of the $111,675.61 Precision paid for the 50 Sacramento property, $148,366.94 Precision paid for the 59 Sacramento property, plus approximately $40,000 in carrying costs and fees Precision has incurred and anticipates incurring to retain 50 and 59 Sacramento. This bond is to make Precision whole should Plaintiff be unable to succeed of the merits, while the LPs have deprived Precision of its ability to transfer the two properties. A bond is a reasonable and equitable means of ensuring that Precision be made whole for being restrained from transferring the two properties it obtained for valuable consideration.

IV. CONCLUSION

Based on the uncontroverted evidence and matters produced in discovery, Plaintiff presents no claims or facts against Precision justifying the ongoing burden of the Lis Pendens on the 50 and 59 Sacramento properties. Precision, therefore, requests that the Court issue an Order that the Notice of Lis Pendens be expunged. Alternatively, Precision request that this Court require Plaintiff post a bond in the amount of $300,000 in order to maintain the lis pendens against 50 and 59 Sacramento.

DATED this August 23, 2021.

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

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PRECISION ASSETS' MOTION TO EXPUNGE LIS PENDENS** was electronically filed with the Eighth Judicial District Court on the August 23, 2021. Electronic service of the foregoing document shall be sent by the Court via email to the addresses furnished by the registered user(s) pursuant to N.E.F.C.R. 9(b) and 13(c) and as shown below:

LaShanda Satterwhite lrsatterwhite@ww.law
Eservice Irvine wiznet@wolfewyman.com
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Office Admin office.admin@benedictlaw.com
Eustacius Bursey ebursey87@icloud.com

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

Exhibit 1

Exhibit 1

Inst #: 20190507-0001036
Fees: $40.00
05/07/2019 12:27:44 PM
Receipt #: 3703678
Requestor:
BENJAMIN CHILDS
Recorded By: KVHO Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

APN : 140-31-817-043

After recording, return to :

Benjamin B. Childs, Esq.
318 S. Maryland Parkway
Las Vegas, Nevada, 89101

NOTICE OF LIS PENDENS [NRS 14.010]

Notice is hereby given that a Complaint was filed by JOHN DATTALA against EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC and others and a case is pending in Department 14 of the Clark County, Nevada 8th Judicial District Court, Case # A-19-794335-C. This is an action for quiet title involving the below described real property, and the action is currently pending. The property affected by this Notice is described below.

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. .

Benjamin B. Childs

BENJAMIN B. CHILDS , Esq. .

Attorney for JOHN DATTALA

Exhibit 2

Exhibit 2

Inst #: 20190507-0001037
Fees: $40.00
05/07/2019 12:27:44 PM
Receipt #: 3703678
Requestor:
BENJAMIN CHILDS
Recorded By: KVHO Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

APN : 140-31-810-025

After recording, return to :

Benjamin B. Childs, Esq.
318 S. Maryland Parkway
Las Vegas, Nevada, 89101

NOTICE OF LIS PENDENS [NRS 14.010]

Notice is hereby given that a Complaint was filed by JOHN DATTALA against EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC and others and a case is pending in Department 14 of the Clark County, Nevada 8th Judicial District Court, Case # A-19-794335-C. This is an action for quiet title involving the below described real property, and the action is currently pending. The property affected by this Notice is described below.

Street Address : 59 Sacramento Dr Las Vegas, NV 89110

Brief Legal Description :

Lot 87 in Block 5 of MEADOW HOMES UNIT # 3 2nd Amended as shown in PLAT BOOK 9 PAGE 63 in the Clark County Recorder's Office.

Benjamin B. Childs

BENJAMIN B. CHILDS , Esq.
Attorney for JOHN DATTALA

Exhibit 3

Exhibit 3

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 384 1119
ben@benchilds.com
Attorney for Plaintiff

EIGHTH JUDICIAL 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

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

PLAINTIFF'S RESPONSE TO EUSTACHIUS C. BURSEY's FIRST SET OF INTERROGATORIES

INTERROGATORY NO. 1:

Please describe how you first came to know Defendant EUSTACHIUS C. BURSEY.

ANSWER :

59 Sacramento was a sober living house for about a year around 2015 and I was running it. Then I rented it to a church and I met Bursey when he was living there in 2016. I have no relationship with him other than through the dealings with the properties which are the subject of this lawsuit.

INTERROGATORY NO. 2:

Please describe, in as much detail as possible, your discussions with Defendant EUSTACHIUS C. BURSEY regarding purchasing the property at 59 Sacramento Drive, Las Vegas, NV 89110, APN 140-31-810-025, including how and when the subject first came up and what your understanding of the terms of sale would be.

ANSWER :

This was about a year after I had sold 50 Sacramento to Bursey. He told me

that his father had died and he was interested in buying my other two houses at 59 Sacramento 4029 Colusa. We agreed that the purchase price for 59 Sacramento would be $220,000 financed at 8%interest on a 15 year loan secured by a promissory note and by a deed of trust, after he paid me a $10,000 down payment. He provided the Zillow printout for the value and an amortization schedule for how much the payments would be. I had significant personal property in that building, everything from building materials, to tools, to antiques, to furniture, to appliances, to clothes, jewelry, to knick-knacks and the agreement was he was going to buy all my personal property for $10,000 so I wouldn't have to move it.

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

INTERROGATORY NO. 3:

Please describe, in as much detail as possible, your discussions with Defendant EUSTACHIUS C. BURSEY regarding purchasing the property at 50 Sacramento Drive, Las Vegas, NV 89110, APN 140-31-817-043, including how and when the subject first came up and what your understanding of the terms of sale would be.

ANSWER :

50 Sacramento was the first property that Bursey purchased from me. The idea came up when he approached me around Christmas time, 2017. The subject first came up when Bursey asked about buying the Colusa property but he wanted a house he could move into immediately and the Colusa property needed work.

We agreed he would buy this property [50 Sacramento] for $150,000 financed at 8%interest on a 15 year loan secured by a promissory note and by a deed of trust, after he paid me the $5,000 down payment. There was a purchase agreement dated June 3, 2018 and a deed of trust with the payment amount and other terms spelled out.

There was an amortization schedule showing that I sold it for $150,000 by deed of trust. I do have a copy of the deed of trust.

INTERROGATORY NO. 4:

Please describe, in as much detail as possible, your discussions with Defendant EUSTACHIUS C. BURSEY regarding purchasing the property at 4029 Colusa Circle, Las Vegas, NV 89110, APN 140-31-817-001, including how and when the subject first came up and what your understanding of the terms of sale would be.

ANSWER :

This was about a year after I had sold 50 Sacramento to Bursey. He told me that his father had died and he was interested in buying my other two houses at 59 Sacramento 4029 Colusa. We agreed that the purchase price for 4029 Colusa Circle would be $201,000 financed at 8%interest on a 15 year loan secured by a promissory note and by a deed of trust, after he paid me a $10,000 down payment. He provided the Zillow printout for the value and an amortization schedule for how much the payments would be. I had significant personal property in that building, everything from building materials, to tools, to antiques, to furniture, to appliances, to clothes, jewelry, to knick-knacks and the agreement was he was going to buy all my personal property for $10,000 so I wouldn't have to move it.

INTERROGATORY NO. 5:

Please describe, the date and amount of any payments you received from Defendant Eustachius Bursey for the three properties

ANSWER :

50 Sacramento : I received $5,000 down in July, 2018 and 10 payments of $1,443/month [total of $14,430 in payments] with the last payment being May 4, 2019 [Saturday].

59 Sacramento : I received $10,000 as an Earnest Money Deposit on April 4, 2019.

4029 Colusa Circle : I received $10,000 as an Earnest Money Deposit on April

4, 2019.

INTERROGATORY NO. 6:

Please describe, in detail, any changes you made to the sales prices of any of the three properties.

ANSWER : none

INTERROGATORY NO. 7:

Please describe how you came to sign the forms titled "Affidavit of Grantor" from WFG Title as to 50 Sacramento.

ANSWER : Bursey told me he needed me to sign this paper because the mortgage company was going to repair the houses It was obviously altered after I signed it because it purports to have my signature on April 7, 2019, but it references a deed that was recorded on April 8, 2019. So the document was altered after I signed it.

INTERROGATORY NO. 8:

Please describe how you came to sign the forms titled "Affidavit of Grantor" from WFG Title as to 59 Sacramento.

ANSWER : I did not sign any the form titled "Affidavit of Grantor" from WFG Title as to 59 Sacramento.

INTERROGATORY NO. 9:

Please describe how you came to sign the forms titled "Affidavit of Grantor" from WFG Title as to 4029 Colusa.

ANSWER : I did not sign any the form titled "Affidavit of Grantor" from WFG Title as to 4029 Colusa.

INTERROGATORY NO. 10:

Please describe, in detail, your experience working in real estate, including any companies you have worked for, your job title, approximate dates of employment, and duties for each such position.

ANSWER : At most I worked for a real estate broker inspecting houses from about

the middle of 2008 through the beginning of 2009. My duties were to drive to the homes he was interested in and making sure they were secured, water wasn't running, lights were not on, etc. I don't even remember what the broker's name was. This is the extent of my real estate dealings.

INTERROGATORY NO. 11:

Please describe, in detail, how your conveyances of each of the three properties was not "knowing, voluntary, valid, and/or complete."

ANSWER :

I never conveyed my interest in the properties.

50 Sacramento -

I received $5,000 down in July, 2018 and 10 payments of $1,443/month [total of $14,430 in payments] with the last payment being May 4, 2019 [Saturday]. There was an amortization schedule showing that I sold it for $150,000 by deed of trust. I never signed any document purporting to accept $10,000 as full and final payoff of the $150,000 deed of trust. The Reconveyance that was recorded by Bursey had my signature from a different page relating to a different document. I was never paid.

59 Sacramento -

I received $10,000 as an Earnest Money Deposit on April 4, 2019. I was never paid the $220,000 sale price.

Colusa -

I received $10,000 as an Earnest Money Deposit on April 4, 2019. I was never paid the $201,000 sale price.

INTERROGATORY NO. 12:

Please state, with specificity, each document produced in this case to date which you are alleging has been forged or otherwise falsified, with a description of what is forged

and/or false about each document.

The document titled "Notice of Purchase" purportedly dated April 1, 2019.

The document titled "Deed of Full Reconveyance" purportedly dated April 5, 2019.

The document titled "Quit Claim Deed for Nevada" purportedly recorded April 8, 2019.

The WFG "Affidavit of Grantor" forms for 59 Sacramento and the Colusa properties dated April 29, 2019. The writing looks exactly like Bursey's writing and his signature. Again, I affirmatively state that I did not sign the the WFG forms for the 59 Sacramento and the Colusa properties and that these are NOT my signatures.

INTERROGATORY NO. 13:

Please describe why notaries Lillian Medina and Bonita Spencer have been sued in this case, while notary Kimberly Muhammed has not.

ANSWER :

I don't deny that I signed the WFG "Affidavit of Grantor" form for 50 Sacramento, just that it was obviously blank when I signed it since it references an event that happened after I signed it.

INTERROGATORY NO. 14:

Please describe any criminal offenses with which you have been charged and/or convicted, including year, charge, and disposition of each case.

ANSWER :

I pleaded guilty to POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL (Category D felony) with the Second Amended Judgment of Conviction being filed May 30, 2014.

I pleaded guilty to ATTEMPT TO POSSESS CONTROLLED SUBSTANCE

December 11, 1995.

VERIFICATION

On this February 25, 2020, JOHN DATTALA, under penalty of perjury, being first duly sworn, deposes and says that she is a party in the above entitled action; that he has read the foregoing Discovery Responses being the PLAINTIFF'S RESPONSE TO EUSTACHIUS C. BURSEY's INTERROGATORIES and knows the contents thereof; that the same are true to the best of his knowledge and belief, except for those matters therein stated on information and belief, and as to those matters, he believes them to be true.

JOHN DATTALA

BENJAMIN B. CHILDS
NEVADA BAR # 3946
ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

On February 25, 2020 this Plaintiff's Response to eustachiua C.Bursey's First Set of Interrogatories, was served through the Odessey File and Serve system to all counsel and Bonita Spencer.

/s/ Benjamin B. Childs, Sr.

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

Electronically Filed
8/23/2021 4:57 PM
Steven D. Grierson
CLERK OF THE COURT

MSJ
Zachary T. Ball (SBN 8364)
THE BALL LAW GROUP LLC
1935 Village Center Circle, Ste. 120
Las Vegas, Nevada 89134
Telephone: (702) 303-8600
Email: zball@balllawgroup.com
Attorney for *Precision Assets, as Defendant, Counterclaimant and Crosslaimant 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 ALL RELATED MATTERS.	Case No.: A-19-794335-C Dept. No.: 14 **DEFENDANT / COUNTERCLAIMANT PRECISION ASSETS' MOTION FOR SUMMARY JUDGMENT** **HEARING REQUESTED**

DEFENDANT / COUNTERCLAIMANT PRECISION ASSETS' MOTION FOR SUMMARY JUDGMENT

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

/ / /

/ / /

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND SUMMARY OF ARGUMENT

The crux of this action revolves around Dattala's dealings with Defendant Eustachius C. Bursey ("Bursey") as to three parcels of real property. The Second Amended Complaint alleges seven (7) claims for relief against various individuals, alleging that said parties have conspired with Defendant Bursey to defraud Dattala as to these three separate parcels.

In the labyrinth of fanciful claims and allegations, Precision is not alleged to have defrauded Dattala in any manner. In April 2019 and May 2019, Precision engaged in arms-length transactions to purchase two of the three parcels of real property from Defendant Bursey. Precision had no communications whatsoever with Defendant Bursey but was instead assigned the rights to the purchase contracts from a third-party buyer. The two transactions were then conducted through Defendant WFG National Title Insurance Company ("WFG"), a nationally known escrow and title company.

After completing the two transactions at issue, title vested in Precision. Months later, Dattala now claims that as a result of *other* defendants alleged fraudulently and tortious conduct against Dattala, Precision's vested title to two parcels of real property is now somehow void. Nevada law, however, has long recognized protections for innocent parties such as Precision in these types of situations. Specifically, Precision is entitled to the protection of Nevada's *bona fide* purchaser statutes. To invoke the protection of these statutes, Precision must demonstrate that: a) it paid valuable consideration for the parcels of real property; and b) it had no actual, constructive, or any reasonable cause to know of any defendants' alleged fraudulent actions against Dattala.

Applying law to fact, the weight of the evidence presented herein is overwhelming. There can be no dispute Precision paid valuable consideration to purchase two parcels of real property from Defendant Bursey. After Defendant Bursey demonstrated that he had valid title to the properties, Precision agreed to assume the rights of two purchase contracts to purchase two properties from Defendant Bursey. In so doing, two separate escrows were opened with WFG. During both escrows, Defendant Bursey continuously provided documentation reflecting the valid ownership of the properties at WFG's request.

Given that Precision did not discover any issues nor had any reason to discover any issues with the two properties, Precision proceeded to purchase the two properties at fair market value. If Precision knew or reasonably could have known that Defendant Bursey had somehow tricked or deceived Dattala into selling properties, then Precision would not have willing entered into the transactions at issue. Dattala, who owns multiple homes, did not contact Precision (or any party) before, during or immediately following the purchase transactions in question. Two notaries, whom were not WFG employees and had never heard or spoken with Precision, testified at their depositions that they were not aware nor witnesses any fraud or wrongdoing. Indeed, the two notaries testified that Dattala appeared before them on several occasions to notarize his signature on multiple documents.

Thus, ***even if we assume that Dattala's allegations are true, there is no dispute that Precision had no knowledge of the alleged fraud or forgery***. This is fatally defective to Plaintiff Dattala's equitable claims against Precision.

Accordingly, the weight of the evidence presented herein carries the burden of proof and persuasion to grant Precision's motion for summary judgment. Specifically, to grant summary judgment to the quiet title and declaratory relief claims for two parcels of real property set forth herein – 50 Sacramento and 59 Sacramento. In deciding whether to grant summary judgment on these equitable claims, the court may consider general principles of equity in addition to the substantive elements of each claim. *See generally, Shadow Wood Homeowners Ass'n v. New York Cmty. Bancorp, Inc.*, 366 P.3d 1105 (2016) [beyond substantive legal issues, court to weight equities, particularly the *bona fide* purchaser status of a defendant]. As a corollary, it is axiomatic that equity abhors a forfeiture and will avoid an unjust windfall. *C.K. Smith & Co. v. Motiva Enters. LLC*, 269 F.3d 70, 77 (1st Cir. 2001); *Prudential Ins. Co. of Am. v. S.S. Am. Lancer*, 870 F.2d 867, 871 (2d Cir.1989).

Here, in weighing the equities, there is not one scintilla of evidence that Precision had any role in the fraudulent conduct at issue in this lawsuit. Indeed, Dattala *does not even allege* Precision knew or should have known of the other parties' fraud, much less having engaged in such fraud. If Precision's title to two distinct parcels of real property remains clouded during the pendency of this

litigation, Precision will be a "bystander" to the litigation solely due to its ownership of real property if and until Dattala can prove its claims against the other defendants herein. Equity abhors a windfall, and by keeping Precision in this lawsuit this Court will provide Dattala exactly that: holding an innocent party's property hostage due to Dattala's "seller's remorse" to Defendant Bursey.

However, if Precision's motion for summary judgment is granted, Dattala is able to proceed with his thirteen tort claims against the various other defendants in this case. If the other defendants are ultimately held liable to Dattala, Precision's assets and property cannot be held responsible. Thus, combining the uncontroverted evidence with general principles of equity, Precision's motion for summary judgment should be granted as to the quiet title and declaratory relief claims and counterclaims in this action.

II. STATEMENT OF FACTS

Precision holds title to two parcels of real property: 50 Sacramento Drive, Las Vegas, NV. 89110 and 59 Sacramento Drive, Las Vegas Nevada ("50 Sacramento" and "59 Sacramento," respectively). Dattala seeks Precision to transfer title of both properties to Dattala.

A. 50 SACRAMENTO DRIVE.

On or about June 5, 1992, Dattala obtained title to 50 Sacramento pursuant to a Grant, Bargain and Sale Deed, recorded on July 30, 1992. **Exhibit 1** hereto. On June 3, 2018, Defendant Bursey borrowed $150,000.00 from Dattala to purchase 50 Sacramento, memorialized and secured by a Deed of Trust recorded on August 2, 2018 against 50 Sacramento ("2018 Deed of Trust," **Exhibit 2** hereto[1]).

1. Defendant Bursey Sells 50 Sacramento Drive.

On April 1, 2019, HCO Residential, LLC ("HCO") and Defendant Bursey entered into a purchase contract for 50 Sacramento for $95,500.00 (**Exhibit 3,** bate stamps Precision 0154-0157, inclusive of all addendums thereto (*Id.*, bate stamps Precision0025, 0108-0109) ("50 Sacramento

[1] The Court may take judicial notice of all publicly recorded documents in the Clark County Recorder's Office. *See* NRS 47.130; *see also Niles v. National Default Servicing Corp.*, 126 Nev. 742, 367 P.3d 804 (2010) (unpub.) (citing *Lee v. City of Los Angeles*, 250 F.3d 668, 689 (9th Cir. 2001) ("A court may take judicial notice of matters of public record"); *Breliant v. Preferred Equities Corp.*, 109 Nev. 842, 847, 858 P.2d 1258, 1261 (1993) (court may consider matters of public record in ruling on a dispositive motion).

Purchase Contract"). Pursuant to the 50 Sacramento Purchase Contract, Defendant 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 (*Id.* at Precision0155, Paragraph H(1)(c)). Furthermore, the 50 Sacramento Purchase Contract expressly asserts that HCO did not rely upon any representations of Defendant Bursey in entering into the transaction. *Id.* at Precision0157, Paragraph J.

On April 5, 2019, the same parties, Dattala and Defendant Bursey, execute two additional documents, with both documents recorded on April 8, 2019:

1. Dattala executes a Deed of Reconveyance relating to the 2018 Deed of Trust in full (**Exhibit 4** hereto); and
2. Dattala and Defendant Bursey execute a quit claim deed, transferring title in 50 Sacramento from Dattala to Bursey in exchange for payment of $73,540.00. **Exhibit 5** hereto.

On April 7, 2019, Dattala executed a notarized affidavit of grantor, asserting that the quit claim deed (**Exhibit 5**) was an arms-length transaction between Dattala and Defendant Bursey, a valid transfer of ownership and that Dattala does not claim any further ownership to 50 Sacramento. **Exhibit 6**. Documents relating to an escrow transaction are commonly executed outside of the transaction, and when this occurs WFG requires an Affidavit of Grantor. **Exhibit 35**, ¶5.

2. <u>Precision Receives an Assignment of the HCO Contract to Purchase 50 Sacramento Drive.</u>

Precision is a real estate investment company. Precision has established multiple business channels whereby it can obtain information about parcels of real property available for purchase. On April 9, 2019, Precision received an email from a third party, "Equity Connect – Wholesale Properties" ("Equity Connect") regarding 50 Sacramento. **Exhibit 30,** ¶4, 6. After completing a satisfactory investigation, Precision agreed to be assigned the rights to the 50 Sacramento Purchase Contract. (**Exhibit 3 and Exhibit 7)**. As part of the assignment of the 50 Sacramento Purchase Contract to Precision, HCO did not represent, warrant or advise Precision as to the state of title to 50 Sacramento (**Exhibit 7,** bate stamped PRECISION0090, first full paragraph).

On April 10, 2019, the escrow company confirmed receipt of $5,000 from Precision. **Exhibit 8.** On April 12, 2019, Defendant Bursey, as seller, and Precision, as buyer, executed escrow instructions (**Exhibit 9**, PRECISION0002-0005) and an amendment to the escrow instructions (**Exhibit 9**, PRECISION0009) to fully perform the 50 Sacramento Purchase Contract.

On April 12, 2019, Defendant Bursey provided two notarized affidavits as follows:

1. Affidavit of No Mortgage or Deed of Trust – Defendant Bursey declares and certifies that there are no encumbrances in the form of a mortgage or deed of trust against 50 Sacramento (**Exhibit 10**); and
2. Owner's Affidavit – Defendant Bursey declares and certifies that he has full possession of the property and that any liens and/or encumbrances have been duly disclosed to WFG (**Exhibit 11**);

On April 15, 2019, escrow confirmed receipt of $106,675.61 from Precision. **Exhibit 12**. Combined with the prior $5,000 payment from Precision, Precision paid a total of $111,675.61 to complete the 50 Sacramento purchase transaction. On April 15, 2019, a Grant, Bargain and Sale Deed was recorded from Defendant Bursey to Precision to complete the arms-length transaction. **Exhibit 13**. On April 15, 2019, an owner's title insurance policy issued in favor of Precision, with title vested in Precision. **Exhibit 14**. WFG issued this title insurance policy because during the pendency of escrow, there was no indication whatsoever of any title defects or issues. On April 15, 2019, escrow closed. **Exhibit 26[2].** Prior to the close of escrow, Precision did not receive any communications whatsoever from Dattala. **Exhibit 30, ¶18; Exhibit 35**, ¶6.

3. Precisions Detailed Due Diligence Never Identified any Information Indicating a Cloud on Title.

During escrow for 50 Sacramento, Precision reviewed all escrow and title documents before execution, and none of the documents reflected any defects or potential title issues with 50 Sacramento. Precision did not uncover or suspect any potential problems with 50 Sacramento before or during escrow, and WFG did not have advise of any defects or issues. If Precision suspected any such defects or issue, Precision would not have purchased 50 Sacramento. Indeed, Precision received

[2] **Exhibit 3-14, 26** relating to 50 Sacramento are authenticated through a WFG escrow officer (**Exhibit 35**) and/or through a Precision employee (**Exhibit 30).**

full insurance policies affirming that there were no lien, title or interest defects with title to the property. **Exhibit 30,** ¶¶5, 17, 18.

On April 18, 2019, Precision borrowed $149,675.61 from Acry Development, LLC ("ACRY"), secured by a Deed of Trust recorded against 50 Sacramento. **Exhibit 15.**

Furthermore, Defendant Spencer, the licensed notary who notarized Dattala and Defendant Bursey's signatures on **Exhibits 4 and 5**, testified that she had no knowledge of Precision nor had any communications with them in any capacity. **Exhibit 29,** page 19, lines 4-14. PRECISION DECLARATION. **Exhibit 30.** Defendant Spencer further testified that she personally witnessed Dattala sign **Exhibits 4 and 5** in her presence. **Exhibit 29,** page 9, line 4 to page 10, line 2. Defendant Spencer testified that she was not a WFG employee, instead it was Dattala or Bursey whom directly contacted Ms. Spencer to notarize the documents, specifically **Exhibits 4** and **5**. **Exhibit 29,** page 5, line 15 to page 6, line 4; page 16, line 20 to page 18, line 2.

B. <u>59 Sacramento Drive.</u>

On or about November 14, 2008, Dattala obtained title to 59 Sacramento pursuant to a Grant, Bargain and Sale Deed recorded on November 24, 2008. **Exhibit 16** hereto. On April 19, 2019, HCO Residential, LLC ("HCO") and Defendant Bursey entered into a purchase contract for 59 Sacramento for $130,000.00 (**Exhibit 17,** bate stamps PRECISION0421-0426, inclusive of all addendums thereto (*Id.*, bate stamps PRECISION0507-PRECISION0510) ("59 Sacramento Purchase Contract"). Pursuant to the 59 Sacramento Purchase Contract, Defendant Bursey represented and warranted to HCO that Bursey was the only party in possession of the Property, and that there were no other parties who claimed possession (*Id.* at PRECISION0422, Paragraph H(1)(c)). Furthermore, the 59 Sacramento Purchase Contract indicated that HCO did not rely upon any representations of Defendant Bursey in entering into the transaction. *Id.* at PRECISION0424, Paragraph J.

On April 22, 2019, a quit claim deed is recorded, whereby Dattala quitclaims 59 Sacramento to Bursey in exchange for payment of $79,091.00. **Exhibit 18**. On April 22, 2019, Dattala again provides an executed, notarized affidavit of grantor asserting that the quit claim deed (**Exhibit 18**) was, amongst other things, an arms-length transaction between Dattala and Defendant Bursey, a

valid transfer of ownership and that Dattala does not claim any further ownership to 59 Sacramento. **Exhibit 19**. Documents relating to an escrow transaction are commonly executed outside of the transaction, and when this occurs WFG requires an Affidavit of Grantor. **Exhibit 35**, ¶9.

1. <u>Precision Receives an Assignment of the HCO Contract to Purchase 59 Sacramento Drive.</u>

On April 22, 2019, Precision received another email from Equity Connect, providing information about 59 Sacramento and its availability for purchase. **Exhibit 30,** ¶12. On April 30, 2019, Defendant Bursey provided two notarized affidavits as follows:

1. Affidavit of No Mortgage or Deed of Trust – – Defendant Bursey declares and certifies that there are no encumbrances in the form of a mortgage or deed of trust against 59 Sacramento (**Exhibit 20**); and
2. Owner's Affidavit – Defendant Bursey declares and certifies that he has full possession of the property and that any liens and/or encumbrances have been duly disclosed to the escrow company (**Exhibit 21**).

After completing a satisfactory investigation, Precision agreed to be assigned the rights to the 59 Sacramento Purchase Contract. **Exhibit 22; Exhibit 30,** ¶13. As part of the assignment of the 59 Sacramento Purchase Contract to Precision, HCO did not represent, warrant or advise Precision as to the state of title to 59 Sacramento (**Exhibit 17,** bate stamped PRECISION0512, first full paragraph). On May 2, 2019, Defendant Bursey, as seller, and Precision, as buyer, executed escrow instructions (**Exhibit 23**, PRECISION0305-0308), supplemental escrow instructions (*Id.* at PRECISION0299-0300) and an amendment to the escrow instructions (*Id.* at PRECISION0312). On May 2, 2019, escrow confirmed Precision paid $148,366.94 to close the 59 Sacramento purchase transaction. **Exhibit 24**. On May 2, 2019, and a Grant, Bargain and Sale Deed was recorded from Defendant Bursey to Precision. **Exhibit 25.**

On May 2, 2019, an owner's title insurance policy issued in favor of Precision, with title vested in Precision. **Exhibit 28.** WFG issued this title insurance policy because during the pendency of escrow, there was no indication whatsoever of any title defects or issues. **Exhibit 35,** ¶10. On

May 6, 2019, escrow closed. **Exhibit 27**[3]**.** Prior to the close of escrow, WFG and Precision did not receive any communications whatsoever from Dattala. **Exhibit 30, ¶**18; **Exhibit 35**, ¶10.

2. Precision's Detailed Due Diligence Never Identified any Information Indicating a Cloud on Title.

During escrow for 59 Sacramento, Precision reviewed all escrow and title documents before execution, and none of the documents reflected any defects or potential title issues with 59 Sacramento. Precision did not uncover or suspect any potential problems with 59 Sacramento before or during escrow, and WFG did not have advise of any defects or issues. If Precision suspected any such defects or issue, Precision would not have purchased 59 Sacramento. Indeed, Precision received full insurance policies affirming that there were no lien, title or interest defects with title to the property. **Exhibit 30, ¶¶**5, 17, 18.

Defendant Medina, the licensed notary who notarized Dattala and Defendant Bursey's signatures on **Exhibit 19**, testified that she recalls personally meeting with Dattala to obtain his signature on **Exhibit 19. Exhibit 31,** page 25 to page 29, line 22; also see **Exhibit 32**. Ms. Medina recalled Dattala signing the documents in question after reading the documents and did not witness any duress or intoxication. **Exhibit 31,** page 67, lines 6-24. Ms. Medina testified that she has no knowledge of Precision nor had any communications with Precision in any capacity. **Exhibit 31,** page 61, lines 9-19.

III. LAW AND ARGUMENT.

"Summary judgment is appropriate . . . when the pleadings, depositions, answers to interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that no genuine issue of material fact exists, and that the moving party is entitled to judgment as a matter of law." *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031 (Nev. 2005). "While the pleadings and other evidence must be construed in the light most favorable to the nonmoving party, that party has the burden to 'do more than simply show that there is some metaphysical doubt' as to the operative facts to defeat a motion for summary judgment." *Id.* at 1031 (quoting *Matsushita Elec. Indus. Co. v. Zenith*

[3] **Exhibit 17-28,** excluding **Exhibit 26,** relating to 59 Sacramento are authenticated through a WFG escrow officer (**Exhibit 35**) and/or through a Precision employee (**Exhibit 30**).

Radio, 475 U.S. 574, 586 (1986)). The governing law determines which "factual disputes are material and will preclude summary judgment; other factual disputes are irrelevant." *Id.* Accordingly, Nevada courts follow the federal summary judgment standard, not the "slightest doubt" standard previously applicable before *Wood*. *Id.* at 1031, 1037.

Based on this standard, this Court can grant summary judgment in favor of Precision as to the quiet title and declaratory relief claims asserted in the SAC's first and second claims for relief, respectively, and Precision's counterclaims against Dattala.

A. PRECISION IS A BONA FIDE PURCHASER OF 50 SACRAMENTO AND 59 SACRAMENTO.

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

Accordingly, based on the evidence presented before it, this Court can adjudge and decree that Precision is a *bona fide* purchaser of the 50 Sacramento and 59 Sacramento properties and therefore entitled to summary judgment on all equitable claims between Precision and Dattala.

B. PRECISION PAID VALUABLE CONSIDERATION FOR BOTH 50 SACRAMENTO AND 59 SACRAMENTO.

Under Nevada law, "valuable consideration" in this context is when a purchaser, in exchange for consideration, acquires an interest from the record owner in real property. *Berge v. Fredericks, supra,* 95 Nev. at 187. In *Berge,* the Nevada Supreme Court held that even marriage can be considered valuable consideration as long as it was present consideration and not past consideration. Id.

Here, as to 50 Sacramento, Precision was assigned the rights to the 50 Sacramento Purchase Contract on or about April 9, 2019 (**Exhibits 3, 7**). On or about April 10, 2019, Precision wrote a check to WFG for $5,000.00, and the escrow company confirmed receipt. **Exhibit 8.** On April 15, 2019, escrow confirmed receipt of $106,675.61 via wire from Precision. **Exhibit 12**. Precision thus paid a total of $111,675.61 to complete the 50 Sacramento purchase transaction. The purchase price was $95,500.00 (**Exhibit 3**).

As to 59 Sacramento, Precisions was assigned the rights to the 59 Sacramento Purchase Contract on or about April 30, 2019. (**Exhibits 17, 22**). On May 2, 2019, escrow confirmed Precision paid $148,366.94 to close the 59 Sacramento purchase transaction. **Exhibit 24**. The purchase price was $130,000.00 (**Exhibit 17**).

A WFG escrow officer and a Precision employee have also authenticated the monies paid by Precision to purchase 50 Sacramento and 59 Sacramento (**Exhibits 30, 35**). Accordingly, for both 50 Sacramento and 59 Sacramento, the evidence is undisputed that Precision paid and/or tendered present, valuable consideration in exchange for title to the two properties.

This Court can therefore conclude that Precision has carried its burden on summary judgment to prove that it has satisfied the first element as a *bona fide* purchaser of 50 Sacramento and 59 Sacramento.

C. PRECISION DID NOT HAVE ANY ACTUAL, CONSTRUCTIVE OR REASONABLE CAUSE TO KNOW OF THE ALLEGED FRAUD OR DATTALA'S INTERESTS IN THE PROPERTIES PRIOR TO RECEIVING TITLE TO 50 SACRAMENTO AND 59 SACRAMENTO.

As to the second element, Precision must only show that legal title to 50 Sacramento or 59 Sacramento properties was vested in its name prior to any notice of Dattala's rights and/or title to

the properties. *See Berge v. Fredericks*, *supra,* 95 Nev. at 188. In this context, a prior conveyance will not be deemed fraudulent against a party who can show it did not have "actual knowledge, constructive notice or reasonable cause to know of the fraud intended." NRS §111.180(2). Here, the evidence demonstrates that Precision had no knowledge and was not aware of any circumstances where Precision should be imputed with knowledge of the alleged fraud and/or misconduct allegedly perpetrated by the other defendants against Dattala.

1. Dattala's "Red Flags" are Red Herrings as to Precision's Purported Notice.

Precision previously sought summary judgment based upon its standing as a *bona fide* purchaser, to which Dattala responded with a variety of "Red Flags" that Dattala alleges should have put Precision on notice of the Bursey's forgery and fraudulent inducement. *See* Plaintiff's Reply to Opposition to Motion to File Second Amended Complaint and Opposition to Counterclaim for Summary Judgment ("Reply"), pages 6 – 10, filed on January 7, 2021.In light of discovery, and particularly the expert opinions set forth in this matter, Dattala's "Red Flags" are revealed to be the red herrings that they actually are in this matter.

Dattala conflates a variety of references to Dattala in various documents as an indicator that Dattala was being defrauded. However, upon closer examination, none of these "Red Flags" indicate Bursey was perpetuating a fraud except in hindsight and with the benefit of additional information; information which could not have been available to Precision at the time of the transactions. Thus, Precision is a *bona fide* purchaser, subject to the protections which that status entails.

Dattala's primary "Red Flag" is the timing of Precision's purchase of the "Assignment of Contract" from non-party HCO Residential. See Reply page 6. Dattala attempts to infer that, due to the Assignment of contract being entered into before Bursey became an owner of the 50 Sacramento property, that Precision was under some heightened requirement for investigating the transfer of Sacramento from Dattala to Bursey. This distracts from the status of title; at the time of the purchase by Precision, Bursey was the owner of both the 50 and 59 Sacramento Properties. See **Exhibit 13, Exhibit 25, Exhibit 5** and **Exhibit 18**.

Furthermore, both of the "Assignment of Contract" agreements are with non-party HCO Residential, not with Bursey or Dattala. See **Exhibit 3** and **Exhibit 17.** Dattala does not allege any

fraud claims against non-party HCO Residential, or even include HCO Residential in this litigation. This omission is indicative of the minimal weight Dattala can place on this alleged "Red Flag," HCO Residential's involvement, and the underlying agreements between HCO Residential and Precision are so remote from Bursey that Dattala did not even involved HCO Residential in this matter The fact that the 50 and 59 Sacramento properties were in Bursey's name prior to Precision purchasing both is reasonable in light of the existence of "flippers" in the real estate market in general, and Las Vegas in particular. Dattala seeks to infer that Precision should have conducted additional research into Dattala's ownership of the Property, disregarding the recorded documents at the time of the purchase from Bursey, which indicated that title to the 50 and 59 Sacramento had transferred, albeit recently, from Dattala to Bursey.

In a related vein, Dattala also references the Preliminary Title Reports received from defendant WFG National Title Insurance Company ("WFG"), one of which contains a reference to the 50 Sacramento Property being vested in Bursey (prior to the recordation of April 8, 2019 deed) and the Preliminary Title Reports for both the 50 and 59 Sacramento properties showing sewer and tax records in Dattala's name. **Exhibit 33** and **Exhibit 34** (p. 82, ll. 3-9). This is another diversion from the relevant information, the recorded documents. Any error in either Preliminary Title Reports can only further substantiate Precisions' *bona fide* purchaser status, as it fails to provide notice to Precision of any conflicting interests. However, Dattala also fails to account for the Amended Preliminary Title Reports, which address the issues with the Preliminary Title Reports after Bursey recorded the relevant deeds. See **Exhibit 36**. The Amendment to the Preliminary Title Reports address Dattala then references several more "Red Flags" ancillary to the issues with the Preliminary Title Reports, regarding trash and tax accounts remaining in Dattala's name. The outstanding taxes and trash liens were disclosed as a component of the Preliminary Title Reports; the fact that these liens were in Dattala's name, as a prior owner, is not surprising or a reason for further investigation by Precision, which was seeking to purchase the 50 and 59 Sacramento properties from an interim buyer, pursuant to the Assignments of Contracts Precision entered into with HCO Residential. Unpaid obligations would necessarily be in the name of the prior owners; if the prior owners were

in financial difficulty, it would only be reasonable that there were liens in the prior owner's name, and the prior owners would be seeking to unload the properties.

The purported "Red Flag" of the existence of a tenant is clear red herring, the existence of a tenant, or personal property in a home, is in no way surprising. A property being rented would not place Precision on notice of any fraud by Bursey, nor would the presence of personal property, purportedly Dattala's, be cause for concern. Personal property is often left in former residences, sometime extensive amounts. Both of these "Red Flags" are nothing more than Dattala seeking to retroactively create reason why Precision should have investigated Bursey, even when Dattala did not.

Finally, Dattala's supposed "Red Flags" as to documents having been signed by "Precision Assets, LLC" seems to concern Dattala's prior arguments that the transfer of 50 and 59 Sacramento are void because of the non-existence of Precision Assets, LLC; this issue was already addressed by this Court in response to Dattala's Motion for Contempt and Sanctions and need not be repeated here. To the extent that Dattala reasserts that the signing of documents by "Precision Assets, LLC" is somehow fraudulent or an indicator of knowledge of Bursey's actions, Precision opposes same, as such appear to be completely irrelevant and only set forth to confuse the underlying issues.

2. <u>Precision Had No Constructive Notice of Any Possible Issue with the title to 50 Sacramento.</u>

As to constructive notice, the recorded documents (**Exhibits 4 and 5**) appeared legitimate on its face. For example, **Exhibit 5** showed that when Dattala transferred title to the properties to Defendant Bursey, *valuable consideration* was paid (See **Exhibit 5,** $73,540.00 paid to Dattala in exchange for quit claim deed on 50 Sacramento). On June 3, 2018, Defendant Bursey borrowed $150,000.00 from Dattala to purchase 50 Sacramento, memorialized and secured by the 2018 Deed of Trust. **Exhibit 2**. Dattala does not allege the 2018 Deed of Trust was a forgery or fraud, and thus there was no reason to believe that the facially valid **Exhibits 4 and 5,** also between Dattala and Bursey, would also be fraudulent in some manner.

In addition to these publicly recorded documents, Dattala and Defendant Bursey presented Precision, during escrow, with notarized affidavits to convince Precision that title to these properties

were free and clear of any competing interests. On April 7, 2019, Dattala executed a notarized affidavit asserting that the quit claim deed (**Exhibit 5**) was an arms-length transaction between Dattala and Defendant Bursey, a valid transfer of ownership and that Dattala does not claim any further ownership to 50 Sacramento. **Exhibit 6**. Dattala does not allege his signature was forged or fraudulently induced on **Exhibit 6**, and this document *affirmed* the fact that Dattala transferred title in 50 Sacramento to Defendant Bursey. This is consistent with Ms. Spencer testified that she personally witnessed Dattala sign **Exhibits 4 and 5** in her presence. **Exhibit 29,** page 9, line 4 to page 10, line 2. On April 12, 2019, Defendant Bursey provided two additional notarized affidavits, asserting that: a) there are no encumbrances in the form of a mortgage or deed of trust against 50 Sacramento (**Exhibit 10**); and b) Defendant Bursey has full possession of the property and that any liens and/or encumbrances have been duly disclosed to WFG (**Exhibit 11**).

Thus, there is no evidence of any existing document that would have placed Precision on constructive notice of any alleged fraud or other misconduct. Precision had no contact with Defendant Bursey during the escrow transaction and was unaware of Dattala's existence. **Exhibit 30,** ¶¶17-18. Prior to the close of escrow, WFG did not receive any communications whatsoever from Dattala. **Exhibit 35**, ¶6. Based on this evidence, this Court can conclude that Precision had no actual notice, constructive notice or reasonable cause to be aware of any of the alleged fraud Dattala asserted in this action.

3. Precision's Investigation Did Not Identify any Basis to Question Clear Title in 59 Sacramento.

As to 59 Sacramento, the evidence is even more glaring that Precision lacked actual notice, constructive notice or reasonable cause to be aware of any of the alleged fraud Dattala has asserted in this action. Dattala alleges that although he signed the 59 Sacramento quit claim deed (**Exhibit 18**), notarized on April 19, 2019, that Defendant Bursey fraudulently induced his signature. Second Amended Complaint ¶¶43. Dattala alleges that either Defendant Bursey or Defendant Medina forged his signature on the affidavit of grantor (**Exhibit 19**). Second Amended Complaint ¶¶30-31. Dattala alleges multiple issues with Defendant Medina's notary journal relating to **Exhibit 19**, in that the

entries thereto did not reflect Dattala or Defendant Bursey's signature. Second Amended Complaint ¶¶32-39.

Here, the evidence demonstrates that Precision had no knowledge of the alleged fraudulent inducement (**Exhibit 18**) or alleged forgery (**Exhibit 19**). On April 22, 2019, Precision received another email from Equity Connect, providing information about 59 Sacramento. **Exhibit 30,** ¶12. After completing a satisfactory investigation, Precision agreed to be assigned the rights to the 59 Sacramento Purchase Contract. **Exhibit 22; Exhibit 30,** ¶13. During escrow for 59 Sacramento, Precision reviewed all escrow and title documents before execution, and none of the documents reflected any defects or potential title issues with 59 Sacramento. Precision did not uncover or suspect any potential problems with 59 Sacramento before or during escrow, and WFG did not have advise of any defects or issues. If Precision suspected any such defects or issue, Precision would not have purchased 59 Sacramento. Indeed, Precision received full insurance policies affirming that there were no lien, title or interest defects with title to the property. **Exhibit 30,** ¶¶5, 17, 18.

Furthermore, prior to the close of escrow, WFG and Precision did not receive any communications whatsoever from Dattala. **Exhibit 35**, ¶10. HCO did not represent, warrant or advise Precision of any issues with the state of title to 59 Sacramento (**Exhibit 17,** bate stamped PRECISION0512, first full paragraph). Precision had no communications with Dattala, Defendant Bursey in any manner. **Exhibit 30,** ¶17-18. Again, if Precision knew or suspected any issues with the property, Precision would simply not have purchased the property to begin with. **Exhibit 30**, ¶5. Instead of having any reasonable suspicions of any defects or issues, on May 2, 2019, an owner's title insurance policy issued in favor of Precision, with title vested in Precision. **Exhibit 28**. WFG issued this title insurance policy because during the pendency of escrow, there was no indication whatsoever of any title defects or issues. **Exhibit 35,** ¶10.

Kim Muhammad, who notarized Dattala's signature on **Exhibit 18,** is not a defendant in this action. There is no evidence that Ms. Muhammad witnessed any of the alleged wrongdoing claimed by Dattala. Furthermore, Defendant Medina, the licensed notary who notarized Dattala and Defendant Bursey's signatures on **Exhibit 19**, testified that she recalls personally meeting with Dattala on April 29, 2019 to obtain his signature on **Exhibit 19. Exhibit 31,** page 25 to page 29, line

22. Ms. Medina recalled Dattala signing the documents in question after reading the documents and did not witness any duress or intoxication. **Exhibit 31,** page 67, lines 6-24. In addition to deposition testimony in **Exhibit 31**, Defendant Medina further provided a written declaration in September 2019 attesting to meeting Dattala and obtaining his signature on **Exhibit 19.** Defendant Medina never indicated that in meeting with Dattala or Defendant Bursey that she noticed any wrongdoing or that Dattala did not sign his name onto **Exhibit 19**.

The only communication Ms. Medina had with persons other than Dattala and Defendant Bursey prior to 59 Sacramento closing on May 6, 2019, was hand-delivering the notarized documents to WFG on April 29, 2019 to complete her assignment. **Exhibit 31,** page 59, lines 15-24. Defendant Medina further testified that she has no knowledge of Precision nor had any communications with Precision in any capacity. **Exhibit 31,** page 61, lines 9-19. This evidence is consistent with the fact that Precision was never informed by WFG or any other persons of issues with title to 50 or 59 Sacramento.

4. <u>Precision Had No Constructive Notice of Any Possible Issue with the title to 59 Sacramento.</u>

As to constructive notice, the documents in question (**Exhibits 18 and 19**) appeared legitimate on their face. For example, **Exhibit 18** showed that when Dattala transferred title to the properties to Defendant Bursey, *valuable consideration* was paid (See **Exhibit 18,** $79,091.00 paid to Dattala in exchange for quit claim deed on 59 Sacramento). Again, Dattala does not even allege the notary on **Exhibit 18** engaged in any wrongful conduct nor is there evidence that 59 Sacramento's chain of title contained any document that would give Precision constructive notice of any wrongdoing relating to **Exhibit 18**. In addition to these publicly recorded documents, Defendant Bursey presented Precision, during escrow, with notarized affidavits to convince Precision that title to these properties were free and clear of any competing interests. See **Exhibit 20** (Affidavit of No Mortgage or Deed of Trust, declaring and certifying that there are no encumbrances in the form of a mortgage or deed of trust against 59 Sacramento; and **Exhibit 21** (Owner's Affidavit – Defendant Bursey declares and certifies that he has full possession of the property and that any liens and/or encumbrances have been duly disclosed to the escrow company).

Thus, the evidence shows that Precision did not and could not have reasonably been expected to have notice of Dattala's interests in either the 50 or 59 Sacramento properties, much less notice of any *fraudulent* actions. Accordingly, Precision can be deemed an innocent *bona fide* purchaser of both 50 Sacramento and 59 Sacramento.

5. Precision Based its Purchases on Valid Public Records.

Lastly, a party such as Precision can satisfy notice inquiry by showing that it relied on the public records to ensure that title to the property was not at issue. *See for example Snow v. Pioneer Title Ins. Co.*, 84 Nev. 480, 484, 444 P.2d 125, 127 (1968) (citing NRS 247.150, Nevada law that imparts notice of property interests via grantor / grantee indexes). Here, WFG obtained preliminary title reports and public records relating to both 50 Sacramento and 59 Sacramento. **Exhibit 33**. However the public records did not uncover any title defects or potential issues with title. Accordingly, it was impossible for Precision to seek out and obtain notice of Dattala's interests in the properties, much less obtain notice of any malfeasance by other parties.

D. PRECISION IS ENTITLED TO SUMMARY JUDGMENT AS TO ALL CLAIMS AGAINST BURSEY

Precision has cross-claimed against Bursey for breach of contract, unjust enrichment, and fraud concerning both the 50 and 59 Sacramento properties. Bursey has neither answered nor addressed the claims against him by any pleading. To the extent that Bursey has been unable to transfer either 50 or 59 Sacramento properties due to the claims of Dattala, then Bursey has been unjustly enriched by the payments for both the 50 and 59 Sacramento properties. Likewise, to the extent that Bursey signed multiple agreements regarding the transfer of the 50 and 59 Sacramento properties, Bursey committed fraud, and breached the associated contracts, by making representations regarding the ability to transfer an unencumbered interest to Precision. As set forth above, while Precision is a *bona fide* purchaser for value, such that it should be permitted to retain its ownership of the 50 and 59 Sacramento properties, to the extent that Precision has had to engage in the current litigation due to the actions of Bursey, these claims are not alternative claims. Should the Court grant Precision's Motion, it will simply reduce the damages sustained by Precision, and will not moot the claims. Should the Court grant the transfer of the 50 and/or 59 Sacramento

properties to Dattala, then Precisions damages will be much more significant, i.e. the value of the properties. However, at this juncture, Precision only seeks judgment being granted in its favor at this time, with damages to be granted at a latter point.

IV. CONCLUSION

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

DATED this 23rd day of August, 2021.

THE BALL LAW GROUP

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

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **DEFENDANT / COUNTERCLAIMANT PRECISION ASSETS' MOTION FOR SUMMARY JUDGMENT** was electronically filed with the Eighth Judicial District Court on the 23rd day of August, 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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/s/ Zachary T. Ball, Esq.
An Employee of the Ball Law Group

Exhibit List

Exhibit #	Description	Pages
1	50 Sacramento Grant, Bargain and Sale Deed	2
2	50 Sacramento 2018 Deed of Trust	19
3	Purchase Contract for 50 Sacramento	10
4	Deed of Reconveyance relating to the 2018 Deed of Trust	4
5	50 Sacramento Quit Claim Deed	7
6	Affidavit of Grantor	2
7	Assignment of Contract	3
8	Receipt for $5,000.00	3
9	50 Sacramento Escrow Instructions	5
10	Affidavit of No Mortgage or Deed of Trust	2
11	Owner's Affidavit	3
12	Receipt for $106,675.61	3
13	Grant, Bargain and Sale Deed	4
14	Title Insurance Policy	13
15	ACRY Deed of Trust 50 Sacramento	13
16	59 Sacramento Grant, Bargain and Sale Deed	7
17	Purchase Contract for 59 Sacramento	11
18	59 Sacramento Quit Claim Deed	7
19	Affidavit of Grantor	2
20	Affidavit of No Mortgage or Deed of Trust	2
21	Owner's Affidavit	3
22	Assignment of Contract	3

23	59 Sacramento Escrow Instructions	8
24	Receipt for $148,366.94	3
25	Grant, Bargain and Sale Deed	4
26	Proof of Escrow close 50 Sacramento	2
27	Proof of Escrow close 59 Sacramento	2
28	Title Policy	15
29	Spencer deposition	13
30	Cody Raynoha Declaration	5
31	Medina Deposition	47
32	Medina Affidavit	3
33	50 Sacramento Preliminary Title Report	12
34	Deposition testimony of Dawn Weller	222
35	WFG Declaration	5
36	59 Sacramento Preliminary Title Report	

EXHIBIT “1”

EXHIBIT “1”

A.P.N. R. P. T. T. $ 920730 01295

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Irma Karolina McGrath and Susan Loesch Christensen who acquired title as Susan Loesch

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby **Grant, Bargain, Sell and Convey to** John Dattala

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

Lot Twenty-eight (28) Block Two (2), Meadow Homes Unit No. 1 As shown by map thereof on file in Book Seven (7) of Plats, Page Five (5) in the office of the County Recorder of Clark County, Nevada, commonly known as ~~Xxxxx~~ 50 Sacramento Drive, Las Vegas, Nevada 89110.

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

Witness ____ **hand** ____ **this** 5 **day of** June, 19 92

IRMA KAROLINA McGRATH
Irma Karolina McGrath
Susan Loesch Christensen
SUSAN LOESCH CHRISTENSEN

STATE OF NEVADA } SS.
COUNTY OF Clark }

On June 5, 1992 personally appeared before me, a Notary Public, Irma Karolina McGrath Susan Loesch Christensen

who acknowledged that they executed the above instrument.

Signature Wendy R. Thomas (Notary Public)

(Notarial Seal)

NOTARY PUBLIC STATE OF NEVADA County of Clark WENDY R. THOMAS My Appointment Expires May 6th, 1994

ESCROW NO.)
ORDER NO.) John DATTALA
WHEN RECORDED MAIL TO: 50 SACRAMENTO DR LAS VEGAS, NV.

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:
I MCGRATH

07-30-92 12:30 NAI 1
OFFICIAL RECORDS
BOOK: 920730 INST: 01295
FEE: 5.00 APTI: PRECISION

160-462-002

EXHIBIT “2”

EXHIBIT “2”

Inst #: 20180802-0002960
Fees: $40.00
08/02/2018 03:15:30 PM
Receipt #: 3471751
Requestor:
JOHN DATTALA
Recorded By: KVHO Pgs: 17
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE

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

APN# 14031817043

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

TITLE OF DOCUMENT

(DO NOT Abbreviate)

DEED OF TRUST

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

RECORDING REQUESTED BY:

JOHN DATTALA

RETURN TO: Name JOHN DATTALA

Address 43 RONALD LANE

City/State/Zip LAS VEGAS, NEVADA 89110

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

Name EUSTACHIUS CORNELIUS BURSEY

Address 50 SACRAMENTO DRIVE

City/State/Zip LAS VEGAS, NEVADA 89110

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

After Recording Return To

JOHN DATTALA

43 RONALD LANE

LAS VEGAS, NEVADA

89110

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated JUNE 03, 2018, together with all Riders to this document.
(B) **"Borrower"** is EUSTACHIUS CORNELIUS BURSEY. Borrower is the trustor under this Security Instrument.
(C) **"Lender"** is JOHN DATTALA. Lender is a NATURAL-BORN CITIZEN OF THE UNITED STATES organized and existing under the laws of THE STATE OF NEVADA. Lender's address is 43 RONALD LANE, LAS VEGAS, NEVADA, 89110. Lender is the beneficiary under this Security Instrument.
(D) **"Trustee"** is JOHN DATTALA.
(E) **"Note"** means the promissory note signed by Borrower and dated JUNE 03, 2018. The Note states that Borrower owes Lender ONE HUNDRED-FIFTY THOUSAND Dollars (U.S. $ 150,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 03, 2033.
(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
(G) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☒ Other(s) [specify] N/A
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of CLARK.

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

which currently has the address of 50 SACRAMENTO DRIVE
[Street]
LAS VEGAS, Nevada 89110 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in

the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice

given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an

agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance

coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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