CASE NO. 84762

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Aug 21 2022 12:50 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

JOHN DATTALA

Appellant

vs.

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

Respondents

JOINT APPENDIX - VOLUME 6

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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

BENJAMIN B. CHILDS, ESQ.
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JOHN DATTALA

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PRECISION ASSETS

Docket 84762 Document 2022-26056

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ACRY DEVELOPMENT LLC;

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7785 W. Sahara Ave. # 200
Las Vegas, NV 89117
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WFG NATIONAL TITLE
INSURANCE COMPANY

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PRECISION 00534

00536

PRECISION 00538

ION 00540

PRECISION 005

PRECISION
16/2020

PRECISION 00546

WFG National Title Insurance Company
a Williston Financial Group company

SUPPLEMENTAL ESCROW INSTRUCTIONS
HOLDBACK OF FUNDS

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

To: WFG National Title Insurance Company, Escrow Agent

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

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

CONDITIONS FOR RELEASE/PAYMENT OF FUNDS:

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

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

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

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

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

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

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

Assignor: **Date:** _____

HCO Residential, LLC

By: _____
Danielle Crowell

Buyer: **Date:** 5/2/2019

Precision Assets

By: _____

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

[redacted]

Laura B. Fitzpatrick
Clark County Treasurer

Print

Property Account Inquiry - Summary Screen

New Search | Recorder | Treasurer | Assessor | Clark County Home

Parcel ID	140-31-810-025	Tax Year	2019	District	200	Rate	3.2782

Situs Address:	59 SACRAMENTO DR LAS VEGAS
Legal Description:	ASSESSOR DESCRIPTION: MEADOW HOMES UNIT #3 2ND AMD PLAT BOOK 9 PAGE 63 LOT 87 BLOCK 5GEOID: PT SW4 SE4 SEC 31 20 62

Status:
Active
Taxable

Property Characteristics	
Tax Cap Increase Pct.	4.2
Tax Cap Limit Amount	527.04
Tax Cap Reduction	311.29
Land Use	1-10 Single Family Residential
Cap Type	OTHER
Acreage	0.1500
Exemption Amount	0.00

Property Values	
Land	14700
Improvements	10873
Total Assessed Value	25573
Net Assessed Value	25573
Exemption Value New Construction	0
New Construction - Supp Value	0

Property Documents	
20081124039O6	11/24/2008
20081110036 44	11/10/2008
20080522018 91	5/22/2008
20060330061 30	3/30/2006
94012400463	1/24/1994

READ AND APPROVED BY:

Role	Name	Address	Since	To
Owner	DATTALA JOHN	50 SACRAMENTO DR, LAS VEGAS, NV 89110-4446 UNITED STATES	12/6/2008	Current

Summary

Item	Amount
Taxes as Assessed	$838.33
Less Cap Reduction	$311.29
Net Taxes	$527.04

READ AND APPROVED BY:
ECB

PAST AND CURRENT CHARGES DUE TODAY

Tax Year	Charge Category	Amount Due Today
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 4/24/2019		$0.00

NEXT INSTALLMENT AMOUNTS

Tax Year	Charge Category	Installment Amount Due
THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 4/24/2019		

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

Tax Year	Charge Category	Remaining Balance Due
THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 4/24/2019		

PAYMENT HISTORY

Last Payment Amount	$571.27
Last Payment Date	2/19/2019
Fiscal Tax Year Payments	$571.27
Prior Calendar Year Payments	$37.90
Current Calendar Year Payments	$571.27

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New Search | Recorder | Treasurer | Assessor | Clark County Home

LASVEGASNEVADA.GOV

WELCOME TO THE CITY OF

Sewer Payoff

Your Sewer Bill

Enter your Sewer Account or Parcel Number.
Do not enter dashes. EX. 0123456789

14031810025

Service Address

Street Number: 59 Street Name: Sacramento

READ AND APPROVED BY:
ECB

Search Clear

READ AND APPROVED BY:

Parcel Number:	14031810025
Sewer Account:	1640622222
Name on Account:	DATTALA JOHN
Tax Roll:	Not Applicable
Total Due:	**$339.50**

Latest quarterly bill was $63.97

Service Address	Type of Service	Bill Cycle Period	Past Due	Current Charge	Penalty	Payoff Balance
59 SACRAMENTO DR	Sewer	5/1/2019 to 7/31/2019	$ 0.00	$ 63.97	$ 9.60	$ 63.97
59 SACRAMENTO DR	Lien	8/1/2018 to 4/30/2019	$ 275.53	$ 0.00	$ 0.00	$ 275.53

SEWER SERVICES INFORMATION

- The website shows accounts in real-time balances with the current Billing Cycle. The due date is the first day of the current Billing Cycle. A 15% penalty will be assessed 15 days after the due date. Liens are assessed when accounts are delinquent over $200. All properties stay in the legal owners name at all times. Bankruptcy is not included in the total due and must be added to pay the account in full. To ensure accurate payoff information add the payoff balance columns for total amount to remit to the City of Las Vegas. Accounts with a balance owed or a credit on the account are to be prorated by the title company for the buyer and the seller.

WFG National Title Insurance Company
a Williston Financial Group company

ESCROW INSTRUCTIONS - SALE

Escrow No.:	19-262990
Seller:	Eustachius Bursey
Buyer:	Precision Assets
Property Address:	59 Sacramento Dr, Las Vegas, NV 89110
Escrow Officer:	Janine Santos

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

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

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

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

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

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

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

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

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

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

9. Additional Terms and Conditions:

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

E. C. Bu

Eustachius Bursey

Buyer: **Date:** 5/2/19

Precision Assets

By:

Exhibit "B"
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E.C.B.

Eustachius Bursey

Buyer: **Date:** 5/2/2019

Precision Assets

By:

WFG National Title Insurance Company
a Williston Financial Group company

ABOUT YOUR PRIVACY

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

What Information Do We Collect About You?

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

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

We collect this information from:

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

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

How Do We Use This Information?

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

How Can You "Opt Out?"

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

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

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

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

Cookie Usage

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

How We Use Information

The information we collect concerning:

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

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

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

Your Right to See and Correct Information

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

Children's Policy

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

Security

--Generally

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

--Phishing and Pretexting

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

Oregon Residents

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

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

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

Do Not Track

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

How to Contact Us

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

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

WFG FAMILY

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

WFG National Title Insurance Company
a Williston Financial Group company

April 30, 2019

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

AMENDMENT TO ESCROW INSTRUCTIONS

BUYER ASSIGNMENT OF BENEFICIAL INTEREST

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

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

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

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

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

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

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

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

E. C. B

Eustachius Bursey

Buyer: **Date:** 5/1/2019

Precision Assets

By:

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

WFG National Title Insurance Company
a Williston Financial Group company

BUYER GENERAL INFORMATION FORM

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

SEND MY CLOSING DOCUMENTS VIA THE FOLOWING METHOD: (CHOOSE ONE)

☐ Hold for pick up at WFG National Title Insurance Company

☐ Mail to address indicated below.

☐ Overnight by service of your choice to the address below and charge $25.00 to my settlement statement for this service.

☒ Deliver to our Real Estate Agent.

MAILING ADDRESS INFORMATION:

☐ Property: 59 Sacramento Dr, Las Vegas, NV 89110

☒ Other: _____

Precision Assets
6790 Paradise Rd #A-1
Las Vegas, NV 89119

Daytime Phone Number: _____

Cell Phone Number _____

Email Address: _____

Date: 5/1/19

Precision Assets

By: _____

WFG National Title Insurance Company
a Williston Financial Group company

VESTING INFORMATION

Escrow No.: 19-262990
Escrow Officer: Janine Santos
Property: 59 Sacramento Dr, Las Vegas, NV 89110

How you hold title to your property can have serious legal and/or tax consequences. It is important that you seek the advice of your legal and/or tax professional before completing this form.

Indicate your vesting choice by checking the appropriate selection, filling in any blanks completely and printing your names exactly as they should appear on all documents. This will dictate the manner in which you will be signing your name.

IMPORTANT! At the time you execute any document requiring notarization, you must present current government issued identification (Driver's License, Passport, Military ID, etc.) with your name(s) spelled as indicated.

Escrow Agent is instructed to reflect the vesting to the above referenced property as follows:

1. _____ AND
_____
(Print names EXACTLY as they should appear on documents)
- ☐ husband and wife
- ☐ registered domestic partners
- ☐ who are married to each other
  - a. ☐ as joint tenants
  - b. ☐ as community property
  - c. ☐ as community property with right of survivorship
  - d. ☐ as tenants in common, as to an undivided _____/_____ interest
  - e. ☐ Other (Please specify) _____

2. _____
(Print name EXACTLY as it should appear on documents)
- ☐ a married man as his sole and separate property
- ☐ a married woman as her sole and separate property
- ☐ a married person as their sole and separate property
- ☐ a registered domestic partner as their sole and separate property

_____
(Print the name of spouse or partner who will be executing a Quitclaim Deed.)

3. _____
(Print name EXACTLY as it should appear on documents)
- ☐ a single man (never married)
- ☐ a single woman (never married)
- ☐ a single person (never married)
- ☐ a widow (husband is deceased)
- ☐ a widower (wife is deceased)
- ☐ an unmarried man (dissolution final on ___/___/_____)
- ☐ an unmarried woman (dissolution final on ___/___/_____)
- ☐ an unmarried person (dissolution final on ___/___/_____)

4. In the event there is more than one individual, please check one of the following:
- ☐ joint tenants
- ☐ as tenants in common, each as to an undivided _____ interest
- ☐ Other (Please specify) _____

5. If none of the above applies, please provide your vesting below:

_____

Dated: _____

Precision Assets

By: _____

WFG National Title Insurance Company
a Williston Financial Group company

ESCROW DISCLOSURE
FUNCTION OF ESCROW AGENT

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

THIS DISCLAIMER STATEMENT IS HEREBY MADE A PART OF THE THOSE CERTAIN INSTRUCTIONS TO ESCROW EXECUTED BY THE UNDERSIGNED PARTIES IN REGARDS TO THE ABOVE REFRENCED ESCROW NUMBER.

The undersigned parties acknowledge that WFG National Title Insurance Company is acting as the "Escrow Agent" for this transaction and that the Escrow Agent's function is to be a disinterested third party taking mutual instructions from the parties to a transaction for preparation of documentation to complete the parties' prior agreements.

The Escrow Agent is ***NOT AN ATTORNEY*** and ***CANNOT ADVISE*** the parties as to any legal, business, regulations or tax consequences of any provision of any document and/or instrument set forth or prepared in connection with this transaction. The undersigned have read and understand each document to which we have affixed our signatures and have authorized and instructed Escrow Agent in the manner in which any blanks remaining in said form are to be completed.

The undersigned hereby certify that we have received a sufficient explanation form Escrow Agent as to any question we may have had pertaining to the Escrow Instruction(s) or the Escrow Agent's role in this transaction. We understand that the subject escrow shall close in accordance with the matters set forth in the Escrow Instructions we have executed.

The undersigned hereby acknowledge and agree to hold WFG National Title Insurance Company, its employees and agents, and designated underwriter, harmless from any loss or damage that may be suffered by Buyer by reason of Buyer's failure to comply with the provisions of the Foreign Investment in Real Property Tax Act.

It is expressly understood by the undersigned that the documents recorded in this transaction will be a matter of public record at the close of escrow, thereby disclosing transfer of title of the subject property.

DO NOT AFFIX YOUR SIGNATURES BELOW UNTIL YOU HAVE READ AND AGREED WITH THE MATTERS SET FORTH HEREIN. SHOULD YOU STILL HAVE QUESTIONS REGARDING ANY OF THE MATTERS RELATED TO THIS TRANSACTION, YOU ARE ADVISED TO SEEK THE ADVICE OF LEGAL COUNSEL.

Seller: **Date:** _____

E. C. B

Eustachius Bursey

Buyer: **Date:** 5/2/19

Precision Assets

By: _____

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

WFG National Title Insurance Company
a Williston Financial Group company

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

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

Date Prepared: April 29, 2019

PRELIMINARY REPORT
The following items have been amended:
AMENDED

READ AND APPROVED BY:

Order Number: **19-282990**
Escrow Officer: **Jenine Santos**
Phone: **(702) 777-8292**
Fax:
Email: **jenine.santos@wfgnationaltitle.com**

READ AND APPROVED BY:
ECB

Seller(s): **Eustachius Bursey**
Buyer(s): **Precision Assets**

Property: 59 Sacramento Dr, Las Vegas, NV 89110

WFG National Title Insurance Company, is prepared to **issue a title insurance policy, as of the effective date and** in the form and amount shown on Schedule A, subject to the conditions, stipulations and exclusions from coverage appearing in the policy form and subject to the exceptions shown on Schedule B. This report is preliminary to the issuance of a policy of title insurance issued by **WFG National Title Insurance Company**, and shall become null and void unless a policy is issued and the full premium paid.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit One attached. Copies of the Policy forms should be read. They are available from the office which issued this report. Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

This report is for the exclusive use of the person to whom it is addressed. Title insurance is conditioned on recordation of satisfactory instruments that establish the interests of the parties to be insured; until such recordation, the Company may cancel or revise this report for any reason. **AMENDED**

Brenda Jenkins
Title Officer
bjenkins@wfgnationaltitle.com

SCHEDULE A

1. The effective date of this preliminary title report is **8:00 A.M.** on **April 22, 2019**.

2. The policies and endorsements to be insured and the related charges are:

   ALTA® HomeOwner's Policy (12-02-13) **Amount:** **$130,000.00**
   Proposed Insured: **HCO Residential, LLC**

3. The estate or interest in the land hereinafter described or referred to covered by this report is:

   Fee Simple

4. Title to said estate or interest at the date hereof is vested in:

   Eustachius C. Bursey, an unmarried individual

5. The land referred to in this report is situated in the County of Clark, State of Nevada and is described as follows:

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

EXHIBIT "A"

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

Situate in the County of Clark, State of Nevada.

Assessor's Parcel No.: 140-31-810-025

SCHEDULE B

GENERAL EXCEPTIONS

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

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

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

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

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

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

   NOTE: If the ALTA Homeowners Policy and/or an ALTA Extended Loan Policy is requested by the insured, the Exceptions listed above as 1 through 6 will not be shown.

SPECIAL EXCEPTIONS

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

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

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

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

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

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

Tax Year:	2019
Tax Type:	County
Tax ID No.:	140-31-610-025
Taxing Entity:	Clark County Treasurer
Total Annual Tax:	$527.04
First Installment:	$133.54
First Installment Status:	Paid
First Installment Due/Paid Date:	August 20, 2018
First Installment Delinquent Date:	August 30, 2018
Second Installment:	$131.76
Second Installment Status:	Paid
Second Installment Due/Paid Date:	October 1, 2018
Second Installment Delinquent Date:	October 11, 2018
Third Installment:	$131.76

Third Installment Status:	Paid
Third Installment Due/Paid Date:	January 7, 2019
Third Installment Delinquent Date:	January 17, 2019
Fourth Installment:	$131.76
Fourth Installment Status:	Paid
Fourth Installment Due/Paid Date:	March 4, 2019
Fourth Installment Delinquent Date:	March 14, 2019
Notes:	View Taxes

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

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

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

10. Lien claimed by REPUBLIC SILVER STATE DISPOSAL INC:

Against:	John Dattala
For:	solid waste
Amount:	$340.10
Recorded:	January 24, 2019
Recording No.:	20190124-0001288

11. Lien claimed by CITY OF LAS VEGAS:

Against:	John Dattala
For:	sewer
Amount:	$218.53
Recorded:	March 29, 2019
Recording No.:	20190329-0000804

12. Require Owners Affidavit: We find no open Deeds of Trust of record. Please verify by inquiry and Owner's Affidavit, and advise the Title Department accordingly prior to closing.

13. The company requires for its review satisfactory copy of the Articles of Organization, the Operating Agreement and the regulations of HCO RESIDENTIAL LLC, a Limited Liability Company, any amendment thereof, a Certificate of Good Standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.

14. FURNISH an affidavit by the Grantor(s) in the deed referenced below in form and substance satisfactory to the Company that said deed was actually executed by:
John Dattala, an unmarried individual, as Grantor, and delivered to:
Eustachius C. Bursey, an unmarried individual, as Grantee;
that the deed was not given as security for the repayment of money and there is no agreement either oral or written between the parties relative to the conveyance of said property.

Dated:	April 19, 2019
Grantor:	John Dattala, an unmarried individual
Grantee:	Eustachius C. Bursey, an unmarried individual
Recorded:	April 22, 2019
In:	Book 20190422, Instrument 01237, of Official Records

END OF SCHEDULE B

NOTES AND REQUIREMENTS

LENDER'S NOTE: There is located on said land a Single Family Residence purportedly known as 59 Sacramento Dr, Las Vegas, NV 89110

NOTE: The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this commitment:

None of Record

END OF NOTES AND REQUIREMENTS

Your Escrow Officer
Jenine Santos
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone: (702) 777-8292
Fax:
Email: jenine.santos@wfgnationaltitle.com

Your Title Officer
Brenda Jenkins
330 S Rampart Blvd. Suite 350
Las Vegas, NV 89145
Phone: (702) 777-8281
Fax: (702) 975-6960
Email: bjenkins@wfgnationaltitle.com

WFG National Title Insurance Company
a Williston Financial Group company

PRELIMINARY REPORT APPROVAL

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

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

The undersigned have received, read and approved that certain Preliminary Report of Title issued by WFG National Title Insurance Company under the above referenced escrow number, and dated April 22, 2019, a copy of which is attached hereto and made a part thereof.

I/We have specifically read and acknowledged the legal description, title vesting, and all items shown as exceptions in said report and the coverage afforded by the contemplated policy of title insurance to be issued at the close of escrow.

The policy of title insurance to be issued shall be subject to Exception Numbers of said preliminary report and subject to any new financing created herein, if applicable. All other exceptions listed in said report are to be eliminated. The undersigned parties know of no other matters pertaining to the condition of title other than as stated in the above referenced report.

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

E. C. B.
Eustachius Bursey

Buyer: **Date:** 5/2/19

Precision Assets

By:

WFG National Title Insurance Company
a Williston Financial Group company

SUPPLEMENTAL ESCROW INSTRUCTIONS
HOLDBACK OF FUNDS

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

To: WFG National Title Insurance Company, Escrow Agent

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

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

CONDITIONS FOR RELEASE/PAYMENT OF FUNDS:

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

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

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

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

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

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

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

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

Assignor: **Date:** May 1, 2019

HCO Residential, LLC

By: DocuSigned by: Danielle Crowell 05FC91A20A7F434...

Danielle Crowell

Buyer: **Date:** May 1, 2019

Precision Assets

By: DocuSigned by: Avi Segal 25CDE7BCFC8B4A3...

2450 Annie Oakley Drive, Suite 270, Las Vegas, NV 89113
(702) 777-8292

WFG National Title Insurance Company
a Williston Financial Group company

Run Sheet

File No. 19-282990 **Run Sheet Timestamp:** Apr 24 2019 11:57:40:633AM

Order Submitted: Apr 22 2019 12:10:49:000PM
Order Completed:
Grade:
Policy Type: Sale

Property Information

Owner: John Dattala, an unmarried man
Address: 59 Sacramento Dr Las Vegas, NV 89110
County: Clark **Parcel Number:** 140-31-810-025

Tax Information

Tax Year	:	2019
First Installment	:	133.54, Paid
Second Installment	:	131.76, Paid
Property ID No.	:	140-31-810-025
Levy Code	:	200

Legal Description

See Exhibit A

As of April 10, 2019 at 8:00 AM we find that the last Deed of Record runs to:

John Dattala, an unmarried man

Vesting Deed Information

Primary Vesting Deed

ID: 38
DocType: DED
Grantors: Robert Milne
Grantees: John Dattala, an unmarried man
Consideration: 69000.00
Recorded: 2008-11-24
Instrument: 20081124-0003906
DeedType: Deed

Additional Vesting Deed(s)

ID: 6
DocType: DEDTRS
Grantors: National Default Servicing Corporatio
Grantees: FEDERAL HOME LOAN MORTGAGE CORPORATIO
Consideration: 70712
Recorded: 2008-05-22

Instrument: 20080522-0001891
DeedType: *Trustee's Deed*

Liens

1. **ID:** 1196

2. **ID:** 1831
   DocType: LN
   Instrument: 20190124-0001288
   RecordedDate: 2019-01-24
   Purpose: ____
   Against: John Dattala
   InFavorOf: REPUBLIC SILVER STATE DISPOSAL INC
   Amount: 340.10

3. **ID:** 1831
   DocType: LNSEW
   Instrument: 20190329-0000804
   RecordedDate: 2019-03-29
   Purpose: ____
   Against: John Dattala
   InFavorOf: CITY OF LAS VEGAS
   Amount: 218.53

Restrictions

None

Easements

None

Exhibit A

Lot Eighty-seven (87) in Block Five (5) of Amended Plat of Meadow Homes Unit No. 3, as shown by Map thereof on File in Book 9 of Plats, Page 63 in the Office of the County Recorder 0F Clark County, Nevada.

80266

DATE: 5/3/2019 **FILE:** 19-282990 **CHECK AMOUNT:** $15,000.00
BUYER/SELLER: Precision Assets/Eustachius C Bursey **SETTLEMENT DATE:**
PROPERTY ADDRESS: 59 Sacramento Dr, Las Vegas, NV 89110
PAYEE: Jennifer Waggoner

5/3/2019: Tenant Relocation Fee to Jennifer Waggoner	$15,000.00

ENDORSE 5-3-19

80266

DATE: 5/3/2019 **FILE:** 19-282990 **CHECK AMOUNT:** $15,000.00
BUYER/SELLER: Precision Assets/Eustachius C Bursey **SETTLEMENT DATE:**
PROPERTY ADDRESS: 59 Sacramento Dr, Las Vegas, NV 89110
PAYEE: Jennifer Waggoner

5/3/2019: Tenant Relocation Fee to Jennifer Waggoner	$15,000.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

WFG National Title Insurance Company

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

Wells Fargo Bank, N.A.
Escrow Trust
420 Montgomery Street
San Francisco, CA 94104
11-24/1210

Void after 180 Days

80266

May 03, 2019

$15,000.00

PAY Fifteen Thousand and 00/100 ********** Dollars

TO THE ORDER OF JENNIFER WAGGONER
59 Sacramento Dr.
Las Vegas, NV 89110

MEMO 19-282990

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

Addendum # 1

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

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

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

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

hereby mutually agree to amend said Agreement as follows:

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

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

PURCHASER:

HCO Residential LLC

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

SELLER:

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

SELLER:

By: _____
Name: _____
Title: _____
Date: _____

DocuSign Envelope ID: 8B4DB5ED-7E65-4EA7-A562-52AD7AC7AA3B

Addendum # 2

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

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

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

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

hereby mutually agree to amend said Agreement as follows:

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

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

PURCHASER:

HCO Residential LLC

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

SELLER:

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

SELLER:

By:
Name:
Title:
Date:

Addendum # 3

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

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

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

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

hereby mutually agree to amend said Agreement as follows:

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

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

PURCHASER:

HCO Residential LLC

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

SELLER:

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

SELLER:

By:
Name:
Title:
Date:

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties to a Purchase and Sale Agreement dated 04-19, 20 19, by and between Precision Assets, LLC, ("Purchaser"), and HCO Residential, LLC, ("Seller"), for

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

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

mutually agree to amend said Agreement as follows:

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

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

SELLER:

HCO Residential LLC

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

PURCHASER:

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

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

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

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

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

APN: 14031810025

Assignor: HCO Residential, LLC

Assignee: Precision Assets LLC

Assignor's Assignment Fee: 17,000.00

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

Total Purchase Price: 147,000.00

Cash or financing (Lender Name): cash

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Terms:

Assignor: DocuSigned by: Jared Vidales 121AA85672B24B6	**Assignee:** DocuSigned by: Avi Segal 25CDE78CFC8B4A3
Jared Vidales	Avi Segal
Name:	Name:
Date: Apr 30, 2019	Date: Apr 30, 2019

TENANT'S ESTOPPEL CERTIFICATE

PROPERTY: 59 Sacramento Dr
Las Vegas, NV 89110

LEASE DATE: 04/29/2019

LANDLORD: Eustachius C. Bursey

TENANT: Jennifer Waggoner

The undersigned Owener and Tenant under the above-referenced lease (the "Lease") hereby certifies the real property located in Clark County, Nevada, and having a street address of 59 Sacramento Dr and of which Tenant's leased space (the "Premises") is a part, as follows:

1. The Lease has not been modified, changed altered, assigned, supplemented or amended in any respect. The Lease is not in default and is valid and in full force and effect on the date hereof. The Lease represents the entire agreement between the Landlord and the Tenant with respect to the Premises.

2. That the term of the Lease commenced on May, 01, 2019, and the Tenant is in full and complete possession of the premises demised under the Lease and has commenced full occupancy and use of the Premises. The Tenant is operating at the Premises under the name of Jennifer Waggoner.

3. That:

   (i) the fixed monthly rent of $800 has been paid to and including $400 (Bi weekly);

   (ii) no advance rental or other payment has been made in connection with the Lease, except rental for the current month;

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(iii) there is no "free rent" or other rent concession or adjustments to which Tenant is entitled under the remaining term of the Lease;

(iv) if applicable, the amount of additional charges payable for the most recently completed computation period are as follows:

(a) percentage rent for the last fiscal year is $ N/A ;
(b) the current monthly common area maintenance charge is $ N/A ;
(c) the current monthly charge for taxes, including real estate, is $ N/A ;
(d) the current monthly insurance charge is $ N/A ;
(e) the current monthly service charges are $ N/A .

(v) if applicable, all additional charges payable under the terms of the Lease have been paid through N/A ;

(vi) if applicable, the Base Year for the purposes of computing tax escalations or any additional charges is N/A ;

(vii) if applicable, gross sales for the most recent fiscal year (as defined in the Lease) are N/A ; and

(viii) if applicable, all percentage rent payable under the terms of the Lease has been paid for the period N/A .

4. That a security deposit in the amount of $0 has been delivered to Landlord, which amount is not subject to any set-off or reduction or to any increase for interest or other credit due to Tenant. In addition, if applicable, tenant improvement or similar funds have been delivered to Landlord in the amount of $ $0 .The obligations of Tenant under the Lease are guaranteed by N/A and such guarantor joins with Tenant in execution of this Certificate to acknowledge its concurrence with the statements made herein.

5. That all obligations, commitments, space, payments, repairs, build out allowances, inducements, other sums and conditions under the Lease to be performed to date by Landlord have been satisfied, free of defenses and set-offs including all construction work in the Premises [and all off-Premises improvements, sizes, and facilities as shown on the Survey of the Property dated N/A (a copy of which is attached hereto), and Tenant acknowledges the facts detailed on said Survey are in compliance with all of the terms of the Lease] *{strike through if inapplicable}*.

6. That there is no existing default or unfulfilled obligations on the part of the Landlord in any of the terms and conditions of the Lease, and no event has occurred or condition exists which, with the passing of time or giving of notice or both, would constitute an event of default under the Lease.

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7. That the undersigned claims no offsets, set-offs, rebates, adjustments, concessions, abatements or defenses against or with respect to rent, additional rent, security deposits, or other sums payable under the terms of the Lease. Nor is the Tenant aware of any such claims or defenses on the part of the Landlord. The undersigned agrees not to invoke any of its remedies under the Lease during the period in which the Landlord is proceeding to cure any default on the part of Landlord under the Lease, as long as Landlord is acting with due diligence to cure the default.

8. That the Lease provides for a primary term of Month to month ~~years~~, which expires on the [redacted] day of [redacted].

9. That the Lease makes the following provision for extension of its term beyond the expiration term: (initial one)

( ) ~~neither the~~ Lease nor any of the agreements listed in Paragraph 1 hereof (if any), contain an option(s) or other right to extend for any additional term or terms.

( ) the Lease and/or the agreements listed in Paragraph 1 above contain an option for _____ additional term(s) of _____ years.

10. Any rights of first refusal to lease additional space or obligations to lease additional space are described as follows:

11. That tenant has no right to terminate the lease other than as a result of a material casualty or condemnation that results in the landlord being unable to substantially restore the premises within a reasonable period of time.

12. That Tenant has no option or right to purchase the Premises or any part thereof.

13. That no violation of any environmental law or regulation has occurred or currently exists with respect to the Premises.

14. That there are no unpaid or outstanding claims, bills or invoices for any labor performed upon or materials furnished to either the Tenant or Premises for which any lien or encumbrance including, without limitation, materialmen, suppliers and mechanic's liens, have been asserted or may be asserted against either the Tenant or Premises.

15. That there are no actions, voluntary or involuntary, pending against the Tenant under the bankruptcy laws of the United States or equivalent laws for debtor relief of any state thereof.

16. That there are no existing, pending or threatened lawsuits affecting the Premises or the Lease or between Tenant and Landlord.

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17. That Tenant has all applicable permits, licenses, certificates of occupancy and other documentation required by the applicable governmental authorities in order to operate its business in full accordance with the law.

OWNER:

DocuSigned by:
E.C.B
Eustachius C. Burns
[illegible]

TENANT:

Jennifer Waggoner

DATE: Apr 30, 2019

DATE: 4-30-19

Dattal v. Precision Assets et al
Case # 84762
PRECISION0518
Page 1296 of 2046

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Eustachius C Bursey
50 Sacramento Drive
Las Vegas, NV 89110
702-559-7956

30 April 2019

To: **JENNIFER WAGGONER**

59 Sacramento Drive
Las Vegas, NV 89110

ACKNOWLEDGEMENT

THIS NOTICE IS TO CERTIFY THAT THE CURRENT TENANTS OF 59 SACRAMENTO DRIVE HAVE BEEN MADE AWARE OF THE PROPERTY TAKE OVER AND MANAGEMENT BY ANOTHER AGENCY OTHER THAN THE PERSON LISTED AS **EUSTACHIUS C BURSEY**. IT IS ALSO TO ACKNOWLEDGE THE FACT THAT TENANTS OF SAID PROPERTY HAVE BEEN MADE AWARE THAT A NEW LEASE WILL BE DRAWN FOR SAID PROPERTY AS A MONTH-TO-MONTH LEASE ALLOWING THE TERMINATION OF TENANCY FOR SUCH PROPERTY WITHIN 30 DAYS OF THE SIGNING OF THE ATTACHED ESTOPPEL CERTIFICATE. TENANT WILL BE GIFTED WITH $ 15000.00 FOR RELOCATION PENDING THE RECEIPT OF ALL FORMS FOR PROPERTY CLOSING.

Sincerely,

E.C.B

Eustachius C Bursey

59 Sacramento Drive, **Owner**

Received By:

Jennifer Waggoner, Tenant

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

PURCHASE CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

A. **PARTIES:**

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

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

Eustachius Bursey ("Seller")

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

B. **PROPERTY:**

1. Legal Description: APN - 14031810025

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

C. **PAYMENT TERMS:**

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

Earnest Money Deposit $ 500.00

D. **EXISTING MORTGAGES:**

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

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

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

G. **TITLE AND ESCROW**

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

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

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

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

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

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

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

H. WARRANTIES

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

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

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

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

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

a. Buyer has the full right, power and authority to purchase the Property as provided in this Offer and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Offer and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Offer on behalf of Buyer is authorized to do so.
b. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.
c. The representation and warranties of Buyer shall survive Closing.
d. Buyer has a financial interest in this transaction.

I. REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer Initials DS JV
Seller Initials ECR

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

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

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

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

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

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

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

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

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

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

Buyer Initials JV (DS)
Seller Initials

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

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

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

EE. ADDITIONAL TERMS AND CONDITONS

_____

_____

_____

_____

FF. ACCEPTANCE: This offer is void if not accepted by the Seller in writing on or before:

_____ at _____ AM/PM.

If it is not accepted and signed by the Seller by this time, this contract shall be null and void.

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

Seller:

E.C.R.D.

Name: Eustachius Bursey

Title: Owner

Date: 4-19-19

Buyer:

DocuSigned by:
Jared Vidales
121AA85672B24D6...

Name: Jared Vidales

Title: Manager

Date: Apr 19, 2019

_____

Name: _____

Title: _____

Date: _____

Buyer Initials DS JV

Seller Initials ECR

3 People

59 Sacramento dr estimate 30.1k
Need new cabinets
New ac unit
There's signs of leak. Mold in bedroom closet behind the master shower.

EXHIBIT 40 EXHIBIT 40

EXHIBIT 40 EXHIBIT 40

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/assrealprop/ownr.aspx)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

QUIT CLAIM DEED FOR NEVADA

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

RECORDING REQUESTED BY:

Eustachius C Bursey

RETURN TO: Name Eustachius C Bursey

Address 50 Sacramento Drive

City/State/Zip Las Vegas, NV 89110

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

Name Eustachius C Bursey

Address 50 Sacramento Drive

City/State/Zip Las Vegas, NV 89110

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

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

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]

Signatures

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

Grantor (or authorized agent)

x/ [signature]

Print Name: JOHN DATTALA

NOTARY ACKNOWLEDGMENT

NEVADA
COUNTY OF CLARK

On Apr 15, 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

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: Casey Ryan Escrow #
Address: 1980 Festival Plaza #300
City: Las Vegas State: NV Zip: 89135

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 41 EXHIBIT 41

EXHIBIT 41 EXHIBIT 41

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

vs.

CASE NO.
A-19-794335-C

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

Defendants.
_____/

DEPOSITION OF BONITA SPENCER

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

on Tuesday, October 15, 2019

at 4:17 p.m.

at 318 South Maryland Parkway
Las Vegas, Nevada

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

APPEARANCES:

For the Plaintiff:

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

For Defendant Eustachius C. Bursey:

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

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

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

For Defendant Acry Development LLC:

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

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EXHIBITS

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INFORMATION TO BE SUPPLIED

None

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

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

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

EXAMINATION

BY MR. CHILDS:

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

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

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

First off, have you read Exhibit 1, which

is the Admonitions for a Deposition?

A. Yes.

Q. Do you have any questions about that?

A. Hum-um.

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

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

Do you have an independent recollection of doing that?

A. What?

Q. Doing that notarization process?

A. Um-hum. Yes.

Q. Tell me what you remember.

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

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

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

came with a female and presented two documents.

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

Q. Did you notarized Bursey's signature?

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

Q. Have you talked to him since this?

A. Hum-um.

Q. Just when we had the Early Case Conference?

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

Q. That's what it was.

A. Yes.

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

A. Correct.

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

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

Q. The first page of the document?

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

and then we will talk about the other one.

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

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

A. Correct.

Q. Inside the house?

A. Outside. We were outside.

Q. Outside the house, okay.

A. Yes.

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

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

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

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

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

his signature on those documents.

Q. And did John have the documents or Eustachius?

A. No. Eustachius brought them.

Q. He brought them?

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

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

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

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

A. Um-hum.

Q. And then Bursey brought both the documents together?

A. Um-hum.

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

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

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

A. Do I recognize it?

Q. Is this the document that you notarized?

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

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

A. Not anywhere that I see it.

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

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

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

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

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

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

Q. On the separate page.

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

A. He signed it in my presence, yes.

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

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

Q. There is a couple of --

A. There's a couple of notary acknowledgments.

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

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

Q. "And acknowledged to me that he

executed the same in his authorized capacity."

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

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

Q. Got it.

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

A. Probably two or three.

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

A. Correct.

Q. -- all caps in bold?

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

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

MR. BAO: Exhibit 4.

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

///

BY MR. CHILDS:

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

A. Um-hum.

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

A. Quitclaim Deed for Nevada.

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

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

Q. That's the caps bold?

A. Correct.

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

A. Um-hum.

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

A. On the same.

Q. -- on the same, yes.

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

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

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

A. Correct.

MR. CHILDS: I'll pass the witness.

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

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

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

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

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

EXAMINATION

BY MR. BAO:

Q. Hello, Miss Spencer. My name is Andrew

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

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

How long have you been a notary, licensed notary?

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

Q. It's okay. Approximately?

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

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

A. Yes, um-hum.

Q. And you mentioned you were a paralegal?

A. Yes.

Q. How long have you been a paralegal?

A. 15 years.

Q. Continuously?

A. Yes.

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

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

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

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

Q. Thank you.

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

A. They took them, um-hum.

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

A. No.

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

A. (Deponent shakes head.)

Q. Do you recall ever notarizing anything on --

MR. CHILDS: Make sure she answers.

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

BY MR. BAO:

Q. So no to both?

A. No. No. Yes.

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

A. No.

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

EXAMINATION

BY MR. FRONCZEK:
Q. Hello. I'm Thomas Fronczek. I'm the attorney for Eustachius Bursey.
If I can refer you to Exhibit No. 2. This is the excerpt from your notary book.
A. Okay.
Q. It has an entry for April 5th, 2019, Warranty Deed/Deed of Trust and it has Dattala's

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

A. No.

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

A. No.

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

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

BY MR. FRONCZEK:

Q. Deed of Full Reconveyance?

A. And I never said that.

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

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

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

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

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

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

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

A. Nope.

Q. -- other two?

A. Hum-um.

MR. FRONCZEK: Nothing further.

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

(Discussion held off the record.)

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

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

MR. DZIMINSKI: I don't need either.

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

MR. BAO: No, thanks.

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

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

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

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

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

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

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

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

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

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

I further certify that I am not a relative

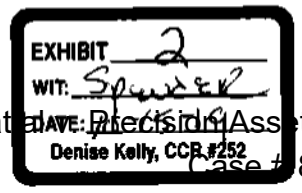
or employee of counsel or of any of the parties involved in the proceeding, nor a person financially interested in the proceeding.

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

Denise R. Kelly
CCR #252, RPR

EXHIBIT 2 EXHIBIT 2

EXHIBIT 2 EXHIBIT 2



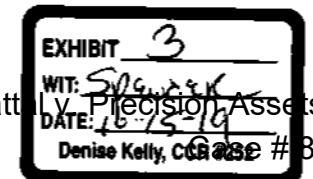
Page 24	DATE NOTARIZED	TYPE OF NOTARIZATION	DATE OF DOCUMENT	TYPE OF DOCUMENT	SIGNATURE OF INDIVIDUAL PRINTED	SIGNATURE
1						
2						
3	4-5-19	ACK	4-5-19	Warranty Deed Deed of Trust	John J. Dattala	
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15				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

ADDRESS OF INDIVIDUAL	DETAILED IDENTIFICATION OF INDIVIDUAL	FINGERPRINT AND OTHER INFORMATION	NOTARY FEE
143 Ronald Lane LV, NV 89110	NV DL # 1501182888 DOB 11/9/59 Exp 11/9/26	1 3 5 7 9 11 13 15 17	$ 20

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

EXHIBIT 3 EXHIBIT 3

EXHIBIT 3 EXHIBIT 3



Inst #: 20190408-0002603
Fees: $40.00
RPTT: $377.40 Ex #:
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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/assrealprop/ownr.aspx)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

QUIT CLAIM DEED FOR NEVADA

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

RECORDING REQUESTED BY:

Eustachius C Bursey

RETURN TO: Name Eustachius C Bursey

Address 50 Sacramento Drive

City/State/Zip Las Vegas, NV 89110

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

Name Eustachius C Bursey

Address 50 Sacramento Drive

City/State/Zip Las Vegas, NV 89110

This page provides additional information required by NRS 111.312 Sections 1-2.
To print this document properly, do not use page scaling.
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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

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]

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. 16-4808-1
My Appt. Exp. Sept. 12, 2020

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

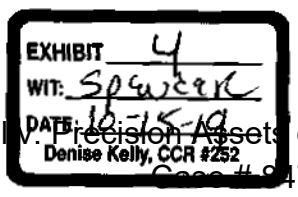
COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Casey Ryan Escrow #
Address: 1980 Festival Plaza #300
City: Las Vegas State: NV Zip: 89135

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 4 EXHIBIT 4

EXHIBIT 4 EXHIBIT 4



Inst #: 20190408-0001531
Fees: $40.00
04/08/2019 11:31:40 AM
Receipt #: 3677472
Requestor:
EUSTACHIUS BURSEY
Recorded By: VELAZN Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

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

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

TITLE OF DOCUMENT
(DO NOT Abbreviate)

Deed of Full Reconveyance

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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APN: 140-31-817-043
Recording Requested By:
EUSTACHIUS C BURSEY
50 SACRAMENTO DRIVE
LAS VEGAS, NV 89110

Return Documents to:
EUSTACHIUS C BURSEY
50 SACRAMENTO DRIVE
LAS VEGAS, NV 89110

Send Tax Statements to:
EUSTACHIUS C BURSEY
50 SACRAMENTO DRIVE
LAS VEGAS, NV 89110

DEED OF FULL RECONVEYANCE

(Individual(s) as Trustee)

JOHN DATTALA as Trustee(s) under a Deed of Trust executed by EUSTACHIUS C BURSEY, as Trustor(s), dated 08/02/2018, and recorded on 08/02/2018, as Instrument No. 201808020002960, of the official records in the office of the County Recorder of CLARK County, Nevada, describing the property therein as follows:

Property Address: **50 SACRAMENTO DRIVE, LAS VEGAS, Nevada 89110**
Legal Description: **MEADOW HOMES UNIT # 1 PLAT BOOK 7 PAGE 5 LOT 28 BLOCK 2GEOID: PT SW4 SE4 SEC 31 20 62**

Having received from the holder of the obligations thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to said Trustee(s) for cancellation, does hereby reconvey to the person or persons legally entitled thereto, without warranty, all the estate, title and interest acquired and now held by said Trustee(s) in said Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF Trustee, has caused this instrument to be executed, each in its respective interest.

TRUSTEE:

JOHN DATTALA

STATE OF NEVADA
)

)ss:
COUNTY OF CLARK
)

On April 5, 2019, before me, Bonita Spencer, a Notary Public in and for said County and State, personally appeared JOHN DATTALA, known to me to be the person who acknowledged that he executed the above instrument.

WITNESS my hand and official seal.

Bonita Spencer
NOTARY PUBLIC in and for said County and State.

BONITA SPENCER
Notary Public, State of Nevada
No. 16-4308-1
My Appt. Exp. Sept. 12, 2020

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EXHIBIT 42 EXHIBIT 42

EXHIBIT 42 EXHIBIT 42

DECLARATION OF JOHN DATTALA

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

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

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

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

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

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

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

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

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

and the Colusa Property.

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

50 Sacramento -

I received $5,000 down in July, 2018 and 10 payments of $1,443/month [total of $14,430 in payments] with the last payment being May 4, 2019 [Saturday]. There was an amortization schedule showing that I sold it for $150,000 by deed of trust. I do have a copy of the deed of trust. I never signed any document purporting to accept $10,000 as full and final payoff of the $150,000 deed of trust.
The DOV states $73,540

59 Sacramento -

I received $10,000 as an Earnest Money Deposit on April 4, 2019
The DOV states $79,091

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

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

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

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

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

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

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

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

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

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

receive payments under the Deed of Trust.

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

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

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

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

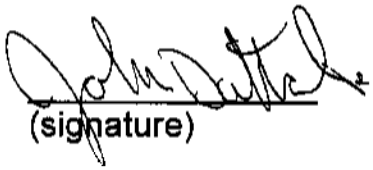
On April 29, 2019 Bursey and Medina conspired to further Bursey's fraudulent scheme by forging Dattala's signature on a document titled Affidavit of Grantor purporting to state that Dattala was making numerous factual representations about the title to the 59 Sacramanto Property.

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

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

Executed on July 28, 2020

(date)



(signature)

EXHIBIT 43 EXHIBIT 43

EXHIBIT 43 EXHIBIT 43

May 18, 2021

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

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

Dear Mr. Benedict:

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

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

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

EXPERT QUALIFICATIONS

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

1. I have been responsible for the oversight and preparation of escrow instructions and the closing of residential and commercial escrow transactions throughout my career.

2. I have been responsible for the preparation and review of Preliminary Title Reports, Guarantees and Title Policies throughout my career.

3. I have reviewed /audited title and escrow files as part of my underwriting duties.

4. I have had decades of experience in residential and commercial/non-residential title insurance and escrow practice, as listed in my Curriculum Vitae,

5. I am a Senior Certified Escrow Officer and member of the Nevada Escrow Association and American Escrow Association.

6. I am licensed as both a Resident Title Agent and Resident Escrow Officer by the State of Nevada.

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

TERMS OF MY ENGAGEMENT

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

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

See Exhibits to Appendix A.

MATERIALS CONSIDERED

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

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

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

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

BASIS OF OPINIONS

My opinions are based upon:

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

STATEMENT OF RELEVANT FACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL OPINIONS

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

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

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

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

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

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

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

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REASON FOR OPINIONS

General Overview and Definitions

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

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

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

> 1. Each escrow agent and agency shall conduct the business of the escrow agency openly, fairly and honestly, and shall at all times conform to the accepted business ethics and practices of the escrow agency business.
> 2. Each escrow agent and agency shall act without partiality to any of the parties to an escrow transaction.
> ...
> 9. An escrow agency shall not accept any change to escrow instructions, or to amended or supplemental escrow instructions, unless the change is signed or initialed by all persons who signed or initialed the escrow instructions before the change was presented.
> ...
> 11. An escrow agency shall use documents, money or other property deposited in escrow only in accordance with the written escrow instructions of the principals to the escrow or, if not otherwise directed by written or electronically executed instructions, in accordance with sound escrow practice, or pursuant to an order of a court of competent jurisdiction.
> 12. An escrow agency shall not record or deliver for recording any instrument which purports to transfer a person's title to or interest in real property without first obtaining that person's written consent to the recording or delivery.

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

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

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

> We agree with Mark Properties that an escrow agent has a limited duty to disclose facts concerning actual fraud of which the agent is actually aware. Although we conclude that the escrow agent has such a duty, we hold that an escrow agent has no duty to investigate circumstances surrounding a particular sale in order to discover fraud.
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> Generally, the escrow instructions control the parties' rights and define the escrow agent's duties. See Broussard v. Hill, 100 Nev. 325, 682 P.2d 1376 (1984). Other jurisdictions have, however, recognized an exception to this general rule, holding that an escrow agent has a duty to disclose known fraud to the parties with whom it has an escrow relationship. See *Burkons v. Ticor Title Ins. Co. of California*, 168 Ariz. 345, 813 P.2d 710, 716-18 (1991); *American State Bank v. Adkins*, 458 N.W.2d 807, 810 (S.D. 1990). The *Burkons* court explained the rationale for implying a duty to disclose:
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> > [An escrow agent may not] close its eyes in the face of known facts and console itself with the thought that no one has yet confessed fraud. Although not required to investigate, when the agent is aware of facts and circumstances that a reasonable escrow agent would perceive "as evidence of fraud," then there is a duty to disclose.
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> *Burkons*, 813 P.2d at 718. The *Burkons* rationale persuades us. We cannot condone an escrow agent's silence when the agent is aware of facts indicating that fraud is being perpetrated on a party with whom the agent has an escrow relationship.

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50 Sacramento Property Escrow

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

59 Sacramento Property Escrow

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

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

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

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

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

CONCLUSION

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

Sincerely,

Ronald O. Bloecker

Attachments

APPENDIX "A"

TO

REPORT OF RONALD O. BLOECKER

APPENDIX "A"

TO

REPORT OF RONALD O. BLOECKER

Ronald O. Bloecker

Expert Witness Cases

Roberts vs Brierley
Washoe County District Court Case No. CV-09-0323
Attorney: Downey Brand, LLP, Michelle Kazmar,
Synopsis: Enforceability of Deed of Trust, Escrow/Demands/Payoffs (OL-D

Davis vs Bell, et. al.
Washoe County District Court Case No. CV-10-00426
Attorney: Downey Brand, LLP, Michelle Kazmar,
Synopsis: Enforceability of Deed of Trust, Escrow/Demands/Payoffs (OL-D)

Arnaout vs. Nevada Title Company.
Clark County District Court Case No. A-09605440-C
Attorney: Greenberg Traurig, LLP. Leslie Godfrey
Synopsis: Policy Coverage, Standard of Practice-Report / Policy Preparation, Claims Process (OL-P)

Shapiro vs. Stewart Title
US District Court Case No. 2.09-cv-01369-HKM-RJJ
Attorney: Santoro, Driggs, Walch. Oliver Pancheri
Synopsis: Escrow Duties, Standard of Care, Policy/Endorsement Coverage (OL-P)

Horner vs. Semenza
Clark County District Court Case No. A589054
Attorney: Wilson, Elser, Moskowitz, Edelman & Dicker LLP, Hilary Mulkleroy
Synopsis: Escrow Duties, Standard of Care (OL, D-D)

Lindsey vs. American United Title & Escrow, a NV Corp.
US District Court, So. District Case No. 2.09-CV-00459-JCM-GWF
Attorney: Greenberg Traurig, LLP. Leslie Godfrey
Synopsis: Escrow Duties, Standard of Care (P)

Everbank, a Federal Saving Assoc. vs. National Title Company, et al
US District Court, So. District Case No. 2-09-CV-01080
Attorney: Alverson, Taylor, Mortensen & Sanders. Jordon Butler
Synopsis: Escrow duties, Standard of Care, No evidence of fraud (OL-D)

Hidden Valley Glendale, LLC vs. Hidden Valley Ranch, LLC, et al
Clark County District Court Case No. A582050
Attorney: Santoro, Driggs. Gregory Walch
Synopsis: Water Rights, Deed of Trust encumbrance, validity and enforceability (OL-P)

Metropolis Homeowner's Association vs. Shulman
Clark County District Court Case No. A578184
Attorney: Marquis & Aurbach: Avece M. Higbee
Synopsis: Extent of Condominium / Common Elements Ownership, Declarant Rights (OL, D-P)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consulting

Nevada

Client: Dave Mason Realty
Issue: State of Washington, Ownership, Transfer of Real Property Interest

Client: State Farm Insurance Company
Issue: Ownership and Maintenance of Common Area

Attorney: James Ordowski, Esquire
Issues: Chains of Title, Ownership of Loans and property

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

Client: A-1 Flooring Services, Inc.
Issue: Review terms of Purchase Agreement, Deed of Trust and Note and compare to industry standards for similar transactions.

Attorney: C. Sheppard, Atty, formerly with Pedersen-Walker & Kendrick
Issue: Coverage afforded under Title Policy, affect of after acquired title principal, Title practice and procedure, interpretation of Policy Schedules & exceptions.

Attorney: T. Genring-Richman, Larence, Mann & Greene formerly with Weinberg, Zipser, and Arbiter and Heller.
Issue: Affect on marketability of documents in the chain of title. Significance of deletions and auditions to title report, upon timely close of escrow.
Jurisdiction: Federal District Court

Attorney: D. Riogo-Morris, Polich and Purdy
Issue: Extent of ownership to property based on interpretation of legal description and chain of title.

California

Attorneys

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

Validation of easements and the extent of same.

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

Title Insurance Companies

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

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

Developers

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

Summary of Work Experience

November 2008 to Present
Fidelity National Title Agency of Nevada Inc.
Closing Officer, Senior Underwriter / Advisory Title Officer
Las Vegas, NV
Duties include underwriting and coordinating the closing of land and personal property transactions. Re view and approval of High Liability and Extra Hazardous Risk transactions.

December 2007 to October 2008
Land America Commercial Services
Underwriter/Closing Officer, Las Vegas, NV
Duties include underwriting and coordinating the closing of land and personal property transactions

July 2002 to November 2007
First American Title Insurance Company, Inc.
Vice President / National Commercial Services Underwriter, Las Vegas, NV
Responsibilities included but were not limited to (i) Customer Relations, (ii) for title and escrow underwriting decisions of 100 Million or less, (iii)claims investigation and settlement; (iv)

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

April 1994 to July 2002
Fidelity National Title Agency of Nevada Inc.
Vice President Commercial and Special Projects Division – Las Vegas, NV.
Positions held prior to current position being Internal Auditor and Trainer, Escrow Officer, Main Escrow Branch Manager, and Interim Escrow Administrator / Advisor. In addition to acting as the Escrow agent in multi-state, multi-million dollar Real Estate Transactions, I provide direct supervision of 6 associates specializing in bulk sales, exclusive home escrows, and subdivision sale escrows. Primary duties is making and/or approving the underwriting guidelines for non-residential escrows and the issuance of title policies in conjunction to the closing of escrows.

September 1990 to November 1993
Fidelity National Title Insurance Company
Manger Title Operations, Title Officer, Underwriter – Santa Barbara, CA
Established direct operations in Santa Barbara County and responsible for recruiting, underwriting, and managing all personnel in title operations.

April 1989 to March 1994
I-TECC – Innovative Title / Escrow Consulting and Coordinating
Owner / Consultant
As a consultant and expert witness in real property matter I assist clients in resolving problems encountered in this area. The major areas of service to my clients are

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

May 1985 to March 1989
Security Union Title Insurance Company – Formerly Safeco Title (Manager)
Title Operations Santa Barbara County
In this position, I was directly responsible for the management and day-to-day supervision of five departments and twenty-two to twenty-eight employees. In this position I was also the Chief underwriter, responsible for approving and/or resolving high liability and high risk transactions. Additionally I was the claim officer working, with customers and attorneys in resolving title and escrow claims.

March 1976 to April 1985
Safeco Title Insurance Company
Imperial County

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

Profession Designations:

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

Education:

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

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

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

APPENDIX "B"

TO

REPORT OF RONALD O. BLOECKER

APPENDIX "B"

TO

REPORT OF RONALD O. BLOECKER

Appendix B

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

SCHEDULE "ONE"

TO

REPORT OF RONALD O. BLOECKER

SCHEDULE "ONE"

TO

REPORT OF RONALD O. BLOECKER

Schedule ONE

Title / Escrow Company
Address
Phone / Fax

THIRD PARTY - DOCUMENT DELIVERY/AUTHORITY

DATE:

TO: Escrow Company Name

Re: Escrow Number:

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

Without notice to the undersigned and without further instruction and/or authority, you are hereby authorized and directed to use the described document(s) for the benefit of the parties to your escrow:
( ) WITHOUT COLLECTION FOR THE ACCOUNT OF THE UNDERSIGNED;
or
( ) WHEN YOU HOLD FOR THE ACCOUNT OF THE UNDERSIGNED
_____ and without any liability and/or responsibility to the undersigned on your part in so doing.

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

_____

SCHEDULE "TWO"

TO

REPORT OF RONALD O. BLOECKER

SCHEDULE "TWO"

TO

REPORT OF RONALD O. BLOECKER

Investors Title
INNOVATIVE BY INSTINCT

REAL ESTATE FRAUD RED FLAGS

DESKTOP REFERENCE

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

CLICK HERE TO REPORT FRAUD
or visit www.invtitle.com/suspected-fraud-notification

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

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA Plaintiff vs. EUSTACHIUS C. BURSEY and PRECISION ASSETS and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X Defendants ========== AND RELATED ACTIONS ==========	Case # A-19-794335-C Dept # 14 Calendar Call : 9/23/2021 Trial Stack : 10/11/2021

OPPOSITION TO PRECISION ASSETS' MOTION TO EXPUNGE DEED OF TRUST

and

COUNTERMOTION FOR REFORMATION OF DEED OF TRUST

Plaintiff/Counterdefendant John Dattala [Dattala] sets forth the factual issues which demonstrate that the issues raised in ths Motion are exactly why there needs to be a trial for quiet title and declaratory relief.

Precision Assets [Precision] purchased the property using WFG NATIONAL TITLE INSURANCE COMPANY [WFG] and is the insured under a title insurance policy dated April 15, 2019 which expressly does NOT list the Deed of Trust as an

Exception [Exhibit 5][1].

The Subject Deed of Trust was reported on the Preliminary Title Report of which Precision acknowledged receipt on April 12, 2019. [Exhibit 6, April 8, 2019 Title Report, exceptions 9 and 10] Three days later, in a Preliminary Title Report dated April 11, 2019, exceptions 9 and 10 were "INTENTIONALLY DELETED". [Exhibit 7, Precision 144] It's unclear why Precision acknowledged the April 8 report after the April 11 report was created.

There being no exception in the title policy for the Deed of Trust at issue [Exhibit 5], this is apparently a title claim issue for which Precision is completely insured.

However, if the subject Deed of Trust is being reported as a title encumbrance now despite the title insurance policy and the title reports removing it as an exception, that fact is an admission against interest and is admissible evidence that the Deed of Trust IS an encumbrance on the Subject Property. Which it should be since the Deed of Full Reconveyance that was recorded by Bursey used a signature page from another document, which is addressed in more detail below. Thus, the subject Deed of Trust should remain an encumbrance on the Subject Property since the unrebutted facts is that it has not been satisfied.

PRECISION'S ADMISSIBLE EVIDENCE THAT DEED OF TRUST IS AN ENCUMBRANCE ON THE SUBJECT PROPERTY

Precision's factual statements and argument in the instant motion that the subject Deed of Trust is an encumbrance on the Subject Property, is an admission against interest. Precision admits that Dattala's cause of action for quiet title and

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[1] Precision uses numbers for it's exhibits in violation of EDCR 7.20(e). Dattala will label his exhibits to continue the number sequence from the Motion.

declaratory relief as to his interest in the 50 Sacramento Property is justified and should be granted, at least to the extent that the subject Deed of Trust is valid and was NOT satisfied by the fraudulent Deed of Full Reconveyance recorded by Bursey on April 8, 2019. [Exhibit

> NRS 51.345 - Statement against interest.
> 1. A statement which at the time of its making:
>
> (a) Was so far contrary to the pecuniary or proprietary interest of the declarant;
> (b) So far tended to subject the declarant to civil or criminal liability;
> (c) So far tended to render invalid a claim by the declarant against another; or
> (d) So far tended to make the declarant an object of hatred, ridicule or social disapproval,
>
> that a reasonable person in the position of the declarant would not have made the statement unless the declarant believed it to be true is not inadmissible under the hearsay rule if the declarant is unavailable as a witness. A statement tending to expose the declarant to criminal liability and offered to exculpate the accused in a criminal case is not admissible unless corroborating circumstances clearly indicate the trustworthiness of the statement.

DATTALA'S SALE OF THE SUBJECT PROPERTY WAS BY ENFORCEABLE CONTRACT

Dattala intended to sell the Subject Property to Defendant EUSTACHIUS C. BURSEY [Bursey] in June, 2019 for $150,000, and he received a $5,000 initial payment from Bursey. [Exhibit 7, page 2] Bursey presented Dattala with a Purchase Agreement, which was signed by them on June 3, 2018. [Exhibit 9] Dattala does not have the first two pages of Exhibit 9 as Bursey drafted all

documents and kept the originals, but Page 4 states that "Seller is to convey title to Buyer by Warranty Deed or DEED OF TRUST..."

Which resulted in Exhibit 2, the recorded Deed of Trust which is the subject of this motion.

While Exhibit 2 is styled as a Deed of Trust, obviously the parties to it intended it to be a sale. And in a contract, the intent of the parties controls.

First, a contract to sell the Subject Property existed. May v. Anderson 121 Nev. 668, 119 P.3d 1254 (2005) which defines basic contract principles require, for an enforceable contract, an offer and acceptance, meeting of the minds, and consideration. All of these requirements are met for the sale of the Subject Property from Dattala to Bursey in June, 2018, as set forth in Exhibit 2, 9 and 9. It's all in writing, as required by the statute of frauds. Dattala was to be paid $150,000 and Bursey made payments of payments of "$1,443/month [total of $14,430 in payments] with the last payment being May 4, 2019". [Exhibit 8, page 2]

But, more importantly to the instant motion, if there's a dispute about the parties' intent, it's a factual matter which must be submitted to the jury. Ringle v. Bruton 120 Nev. 82, 92, 86 P.3d 1032, 1042 (2004) involved an employment contract dispute and bonus issues. That decision states :

> The district court also properly submitted the bonus issue to the jury to determine the parties' intent. As previously stated, when a contract is clear, unambiguous, and complete, its terms must be given their plain meaning and the contract must be enforced as written; the court may not admit any other evidence of the parties' intent because the contract expresses their intent. When contract language is ambiguous and incomplete, however, extrinsic evidence may be admitted to determine the parties' intent, explain ambiguities, and supply omissions. In determining the parties' intent, the trier of fact must construe the contract as a whole, including consideration of the contract's subject matter and objective, the circumstances of its drafting and execution, and the parties' subsequent conduct. Ambiguous

> terms should be construed against the party who drafted them, and the jury was so instructed. The jury obviously believed Bruton's testimony as to the meaning of the disputed provision. His testimony constitutes substantial evidence to support the bonus award. We will, therefore, not overturn the verdict.

In the instant case, it's unclear why Precision is raising the issue in the instant motion since it has title insurance to cover any damages. Plus, Precision has provided no evidence that the subject Deed of Trust is being reported as an encumbrance on the title to the Subject Property.

Apparently, now the Precision is AWARE of Bursey's fraudulent recording of the Quitclaim Deed [Exhibit 4] and the Deed of Full Reconveyance [Exhibit 10], it's clear that Precision will now have to disclose the fraud in the chain of title when it sells the Subject Property.

PRECISION ASKS THE COURT TO TAKE JUDICIAL NOTICE OF A FALSE DOCUMENT RECORDED BY BURSEY

As has been proven multiple times already, the Quit Deed for Nevada which Bursey recorded on April 8, 2019 was NOT the document Dattala signed on April 5, 2019. Dattala's narrative declaration is attached hereto expressly stating, on page 3, as follows.

> On April 5, 2019, Bursey asked me to sign two documents which Bursey had prepared, and then acknowledge that signature to Bonita Spencer, a Nevada Notary Public, on the same date. I did not know, did not consent to, and was never told, that the signature page I had signed and acknowledged to Spencer on April 5, 2019 would be attached to a Quitclaim Deed and recorded by Bursey to attempt to obtain record title to the 50 Sacramento Property. I did not know, and was never told, that the signature page I had signed and acknowledged to Spencer on April

5, 2019 would be attached to a Deed of Reconveyance and recorded by Bursey to attempt to remove the lien created by the Deed of Trust which encumbered title to the 50 Sacramento Property.

More importantly, Bonita Spencer, the Notary Public who notarized Dattala's signature on the recorded document, expressly states that the Quitclaim Deed for Nevada that was recorded by Bursey on April 8, 2019 is NOT the document which she notarized on April 5, 2019. [Exhibit 11] Ms. Spencer states that she notarized a Grant, Bargain and Sale Deed and a Deed of Trust on April 5, 2019, which is neither of these two recorded documents purporting to be signed by Mr. Dattala on April 5, 2019 and notarized by Ms. Spencer on that same date.

Dattala's signature page of the "Quit Claim Deed for Nevada" dated April 5, 2019 [Exhibit 4] was notarized by Bonita Spencer, but the signature page was NOT for a Quit Claim Deed for Nevada" [Exhibit 11, 11:7-11 and 14:2-8]

Dattala's signature page of the "Deed of Full Reconveyance" dated April 5, 2019 was notarized by Bonita Spencer, but the signature page was NOT for a "Deed of Full Reconveyance". [Exhibit 11, 14:9-15]

Ms. Spencer effectively testified that the documents that were recorded by Mr. Bursey on April 8, 2019 were NOT the documents that she had notarized on April 5, 2019.

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

NRS 47.130, cited in footnote 2 of Precision's Motion, does not authorize the Court to take judicial notice of every public document

NRS 47.130 Matters of fact.

1. The facts subject to judicial notice are facts in issue or facts from which they may be inferred.

2. A judicially noticed fact must be:
(a) Generally known within the territorial jurisdiction of the trial court; or
(b) Capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned,

As set forth above, the accuracy of the two documents recorded by Bursey on April 8, 2019 subject to reasonable dispute. In fact, the notary, Bonita Spencer, states that the documents that were recorded bearing her notary stamp were NOT the documents she notarized.

PRECISION COVERED BY TITLE INSURANCE

Bursey did not satisfy the Deed of Trust. [Exhibit 10] The Deed of Full Reconveyance is just one more example of Bursey's fraudulent activity. Fraudulent activity for which Precision has purchased a title insurance policy. [Exhibit 1, 79]

Precision's title insurance policy expressly states that the following are "**COVERED RISKS**" as follows :

2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
(a) A defect in the Title caused by
1. **forgery, fraud**, undue influence, duress, incompetence, incapacity, or impersonation;
2. **failure of any person or Entity to have authorized a transfer or conveyance**;
3. **a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;**
4. failure to perform those acts necessary to create a document by electronic means authorized by law;

5. **a document executed under a falsified, expired, or otherwise invalid power of attorney**;
6. **a document not properly filed**, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or

COUNTERMOTION FOR REFORMATION

Since Precision takes the position that the subject Deed of Trust is an encumbrance on title to the 50 Sacramento Property, which is admissible evidence as set forth above, Dattala countermoves for reformation of the deed of trust based on the intent of Dattala and Bursey.

Lattin v. Gray, 75 Nev. 128, 132, 335 P.2d 778, 782 (1959) addresses reformation as follows :

> It is undisputed that our courts will reform contracts and deeds in accordance with the true intention of the parties thereto, when their intention has been frustrated by a mistake. Ruhling v. Hackett, 1 Nev. 360; Holman v. Vieira, 53 Nev. 337, 300 P. 946.

It's clear that the Purchase Agreement that Bursey drafted intended to use the subject Deed of Trust to buy the Subject Property. The Purchase Agreement expressly states that. [Exhibit 9, 4 (paragraph 7)]

CONCLUSION

Precision's Motion should be denied for the reasons set forth above. Further Dattala's countermotion for reformation should be granted because the subject Deed of Trust was intended to be conveyance of interest of the 50 Sacramento

Property, as evidenced by the Purchase Agreement [Exhibit 9]. The subject Deed of Trust should be reformed to reflect that it was a conveyance of Dattala's interest in the 50 Sacramento Property and upon payment of $150,000 as set forth in the payment schedule. Bursey would own that property.

/s/ Benjamin B. Childs

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

Exhibits

5 Title Insurance Policy
6 Preliminary Title Report 4/8/2021
7 Preliminary Title Report 4/11/2021
8 Dattala declaration
9 Purchase Agreement
10 Deed of Full Reconveyance
11 Notary Bonita Spencer deposition transcritpt, with exhibits

CERTIFICATE OF SERVICE

This OPPOSITION TO PRECISION ASSETS' MOTION TO EXPUNGE DEED OF TRUST and COUNTERMOTION FOR REFORMATION OF DEED OF TRUST Opposition, with attachments, was served through the Odyssey File and Serve system to opposing counsel and Mr. Bursey at 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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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/COUNTERCLAIMANT, PRECISION ASSETS' REPLY IN SUPPORT OF DEFENDANT / COUNTERCLAIMANT PRECISION ASSETS' MOTION FOR SUMMARY JUDGMENT** Date of Hearing: September 28, 2021 Time of Hearing: 10:00 am

DEFENDANT / COUNTERCLAIMANT PRECISION ASSETS' MOTION FOR SUMMARY JUDGMENT

Precision Assets (as 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 Reply in Support of Motion for Summary Judgment ("Reply") This Motion is based on the Nevada Rules of Civil Procedure, the pleadings and papers on file herein, and any arguments as the Court may hear.

///

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND SUMMARY OF ARGUMENT

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

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

II. STATEMENT OF FACTS

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

III. LAW AND ARGUMENT.

As set forth by Precision in the Motion, "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. For Precision to demonstrate it is a *bona fide* purchaser as a matter of law, Precision need only show that: (1) that it purchased the properties for "valuable consideration"; and (2) without notice of a competing or a superior interest

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).

Further, 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. Likewise, 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). ***Dattala makes no arguments against Precision having paid valuable consideration, and deliberately ignores this analysis.*** The only argument that Dattala makes, recycled by the repetition of the term "Countermovant," is that Precision should have known of the fraud due to the "Red Flags" set forth by the experts in the associated expert reports.

1. <u>Dattala's repeated "Red Flags" Remain Tenuous Routes of Notice at Best.</u>

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

Dattala again 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. Dattala's primary "Red Flag" is the timing of Precision's purchase of the "Assignment of Contract" from non-party HCO Residential.

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

business. Bursey was the owner of both the 50 and 59 Sacramento Properties. See **Exhibit 13, Exhibit 25, Exhibit 5** and **Exhibit 18**. Since the "Assignment of Contract" agreements are with non-party HCO Residential, not with Bursey or Dattala, they are thus one step removed from Precision. 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, 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. Since the 50 and 59 Sacramento properties were in Bursey's name prior to Precision purchasing both, as is reasonable in light of the existence of "flippers" in the real estate market. There was no need for additional research into Dattala's ownership of the Property which indicated that title to the 50 and 59 Sacramento had transferred, albeit recently, from Dattala to Bursey.

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. Dattala's ongoing reliance on the error in either Preliminary Title Reports substantiate Precisions' *bona fide* purchaser status, as it fails to provide notice to Precision of any conflicting interests. However, Dattala continues to misconstrue the Amended Preliminary Title Reports, which address the issues with the Preliminary Title Reports after Bursey recorded the relevant deeds. The trash and tax accounts remaining in Dattala's name were disclosed as a component of the Preliminary Title Reports; as addressed above, the Properties only recently changed owners, and thus any accounts in Dattala's name can be assigned to the recent transfer.

As set forth by Precision, and 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. There is no reason to assume that Bursey would have transferred the services into Bursey's name for the minimal amount of time after the ownership was changed. In addition, both trash and tax

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

The purported "Red Flag" of the existence of a tenant or personal property is clearly irrelevant. 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. There is no way for Precision to know that the personal property was not simply abandoned. Personal property is often left in former residences.

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

2. <u>Dattala's Argument Regarding a Real Property Disclosure Form is Not Dattala's Claim to Assert.</u>

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

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

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

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

3. Precision Based its Purchases on Valid Public Records.

Lastly, as previously stated by Precision and without recounting the entire record as set forth by Precision in the Motion, 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, the preliminary title reports and public records relating to both the Properties by WFG show no evidence of fraud. *See* Motion **Exhibit 33**.

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. Dattala's arguments of "Red Flags" are mere hindsight, and cannot serve as a basis for constructive notice. Even Dattala does not assert Precision had actual notice of Bursey's fraud.

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

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

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

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

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

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

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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 its counterclaim.

DATED this September 21, 2021.

THE BALL LAW GROUP

/s/ Zachary T. Ball, Esq.

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **DEFENDANT/COUNTERCLAIMANT, PRECISION ASSETS' REPLY IN SUPPORT OF DEFENDANT / COUNTERCLAIMANT PRECISION ASSETS' MOTION FOR SUMMARY JUDGMENT** was electronically filed with the Eighth Judicial District Court on the 21st day of September, 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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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' REPLY IN SUPPORT OF THE MOTION TO EXPUNGE DEED OF TRUST AND OPPOSITION TO COUNTERMOTION FOR REFORMATION OF DEED OF TRUST

Date of Hearing: September 28, 2021

Time of Hearing: 10:00 am

PRECISION ASSETS' REPLY IN SUPPORT OF THE MOTION TO EXPUNGE DEED OF TRUST AND OPPOSITION TO COUNTERMOTION FOR REFORMATION OF DEED OF TRUST

Precision Assets (as 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 Reply in Support of the Motion to Expunge Deed of Trust and Opposition to Countermotion for Reformation of Deed of Trust ("Reply"), as set forth below. This Reply 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

Plaintiff John Dattala ("Plaintiff") essentially agrees with, and does not oppose, Precision's analysis of the invalidity of the Deed of Trust as to the August 2, 2018 Deed of Trust ("2018 Deed of Trust") on the real property at 50 Sacramento Drive, Las Vegas, Nevada 89110 ("Property"). Plaintiff fails to present any evidence of a promissory note, and actually seeks to have the 2018 Deed of Trust "reformed" into such a sale agreement, a sale agreement which he contends Bursey already broke.

Plaintiff's only support for this request is that "it was the intent of the parties" that Plaintiff sell the Property to Bursey, despite Plaintiff now wanting the Property returned to his name as well. Plaintiff's argument supporting this highly inequitable outcome is that Precision has title insurance, i.e., defendant WFG National Title Insurance Company should bear any loss, and Plaintiff should receive the Property, despite intending to sell it to Bursey. Plaintiff's entirely inconsistent analysis is simply a continuation of his overarching approach to this litigation: that everyone other than Plaintiff should bear the brunt of Bursey's alleged fraud, despite Dattala being the only party who Bursey defrauded.

II. STATEMENT OF FACTS

Plaintiff presents no new, relevant facts to dispute Precision's analysis as set forth in the Motion. Indeed, Plaintiff appears to misunderstand the implication of the Motion entirely. Precision ***does not*** contend that the Deed of Trust is a valid encumbrance; indeed, Precision's entire analysis is that the 2018 Deed of Trust is invalid for lack of a promissory note. Plaintiff acknowledges the complete lack of a promissory note, and ask the Court to reform the 2018 Deed of Trust into such a note. Thus, by way of Plaintiff's own request, there is no note at this juncture. And if the 2018 Deed of Trust is "reformed" there will be no Deed of Trust.

Plaintiff attempts to manufacture a question of fact by calling into question the "intent" of Plaintiff and Bursey as to the disposition of the Property. Plaintiff's factual assertions only speak to the alleged fraud of Bursey, and any ancillary role defendant Bonita Spencer may have played, and are thus irrelevant to the factual basis for Precision's challenge to the 2018 Deed of Trust.

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Plaintiff's ongoing reference to Precision obtaining title insurance through Defendant WFG National Title Insurance Company ("WFG") has no bearing on the validity of the 2018 Deed of Trust.

III. LAW AND ARGUMENT.

A. PLAINTIFF'S ACKNOWLEDGED LACK OF A NOTE INVALIDATES THE DEED OF TRUST

The Court need look no further than Plaintiff's Opposition for ground to grant Precision's motion. On page 4 of the Opposition, Plaintiff acknowledges that while the 2018 Deed of Trust "is styled as a Deed of Trust, obviously the parties to it intended it to be a sale .... the intent of the parties' controls."

First, it is not "obvious" that a document entitled "deed of trust," utilizing all the provisions of a deed of trust including payment, default, and other security provisions, is meant to serve as a sale agreement. Second, Plaintiff's request that the Court transform the 2018 Deed of Trust into a sale agreement ***does not*** preserve the 2018 Deed of Trust. Even were the Court to grant Plaintiff's request, it would still require that the 2018 Deed of Trust be struck from the recorded documents, as leaving the document would make the record misrepresentative of the substance of the "revised" sale agreement. A document entitled "Deed of Trust" would continue to appear as an encumbrance upon the Property, despite there being no promissory note secured by the 2018 Deed of Trust. The Property would remain permanently clouded until an owner of the Property requested quiet title from this Court. Instead, this Court should prevent the cloud from continuing at this juncture, and grant Precision's request that the 2018 Deed of Trust be expunged now.

B. PLAINTIFF CONTINUES TO MISAPPREHEND THE PURPOSE OF A DEED OF TRUST

Plaintiff misapprehends the nature of a deed of trust, and title insurance, as both relate to marketable title. First, Plaintiff completely ignores the legal analysis set forth by Precision as to the relation of a promissory note and a deed of trust. As set forth by Precision in the Motion, the

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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).

"Reforming" the deed of trust into a purchase agreement will thus leave title to the Property clouded by a security interest that is divorced from a right to the repayment it secures. Even were Precision to obtain a payment from WFG, unless the payment was *then* paid to Plaintiff to satisfy a non-existent note, and *then* Plaintiff were to release the improper 2018 Deed of Trust, title to the Property would remain clouded.

The 2018 Deed of Trust is a nullity, and thus should be expunged from the record. This will not cause Plaintiff any prejudice, as Plaintiff has acknowledged that he does not have note, and now seeks to have the 2018 Deed of Trust "reformed" into a contract for sale, to reflect the intent of himself and Bursey. Thus, expungement will not deprive Plaintiff of a right which he never had in the first place.

Second, Plaintiff's ongoing references to the existence of a title policy of insurance play no role in the validity of the 2018 Deed of Trust. Even were Precision to be made whole for not receiving title to the Property, this would not validate the 2018 Deed of Trust in any way. Plaintiff's reference to the title policy is simply a red herring, drawing the Court's attention away from the complete lack of a promissory note, and trying to insinuate that because Precision may be able to recovery under the title policy, that the 2018 Deed of Trust should remain an encumbrance upon the Property, for some future Court and future owner of the Property to address. As set forth above, this is a disservice to all parties, and should be avoided by expunging the Deed of Trust now by granting Precision's Motion.

Third, Plaintiff contends that Precision's acknowledgement that the 2018 Deed of Trust currently clouds the title is, somehow, an admission that Plaintiff is entitled to the Property. This is not the case; the Motion specifically seeks to expunge the 2018 Deed of Trust because it is invalid, and Plaintiff has failed to present any evidence of the existence of a promissory note,

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the one document which would validate the 2018 Deed of Trust. Precision ***does not*** acknowledge that Plaintiff has any claim to the Property; the Motion simply seeks to expunge the 2018 Deed of Trust.

C. REFORMATION OF THE DEED OF TRUST IS FUTILE

Plaintiff requests that this Court "reform" the 2018 Deed of Trust into a document transferring the Property to Bursey, but making the transfer dependent on Plaintiff obtaining $150,000.00. *See* Motion page 3 and 8. Plaintiff's extensive foray into the scheme of Bursey appears to function solely as support for purported arrangement between Bursey and Plaintiff, an agreement that Plaintiff now requests this Court memorialize by "reforming" the 2018 Deed of Trust.

In making this request, Plaintiff seeks to bootstrap the 2018 Deed of Trust into becoming further evidence that Bursey did not comply with the agreement Plaintiff contends was the "intent" of the parties. This convoluted approach to manufacturing additional evidence, and to create a question of fact as to the intent of the parties as set forth by the 2018 Deed of Trust, is irrelevant to the subject of Precision's Motion. Indeed, Precision's Motion deals directly with the validity of the 2018 Deed of Trust where no note has been, or will be, produced. Plaintiff's efforts to reform the 2018 Deed of Trust only underscore that the Deed of Trust is invalid and should be expunged from the Clark County Recorder's Office by order of this Court.

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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 September 21, 2021.

THE BALL LAW GROUP

/s/ Zachary T. Ball
Zachary T. Ball, Esq.
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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' REPLY IN SUPPORT OF THE MOTION TO EXPUNGE DEED OF TRUST AND OPPOSITION TO COUNTERMOTION FOR REFORMATION OF DEED OF TRUST** was electronically filed with the Eighth Judicial District Court on September 21, 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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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/COUNTERCLAIMANT, PRECISION ASSETS' REPLY IN SUPPORT OF PRECISION ASSETS' MOTION TO EXPUNGE LIS PENDENS

Date of Hearing: September 28, 2021

Time of Hearing: 10:00 am

DEFENDANT/COUNTERCLAIMANT, PRECISION ASSETS' REPLY IN SUPPORT OF 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 Reply in Support of the Motion to Expunge Lis Pendens ("Reply"). This Reply 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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Case Number: A-19-794335-C

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND SUMMARY OF ARGUMENT

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

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

II. STATEMENT OF FACTS

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

III. LAW AND ARGUMENT

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

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

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

Plaintiff's acknowledgement of the intent to sell the Properties establishes that his claim is ultimately the failure of Bursey to pay Plaintiff, and not the sale itself. Plaintiff's approach to rectifying this is not to obtain a judgment against Bursey. Instead it is to retake the Properties from Precision, leaving Precision to collect from Bursey. Plaintiff even acknowledges himself that "Dattala can transfer his interest in the property once he is paid". *See* Opposition p. 10, l. 1. 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.

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

As stated in the Motion, Plaintiff anticipated obtaining the total sale proceeds of $370,000.00 for the two Properties. *See* Motion **Exhibit 3.** As shown by the Opposition, 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. Further, this expectation is void of any analysis of how Precision will collect those amounts or the fact that Plaintiff has already acquired a Judgment against Bursey. While Plaintiff states that "Dattala can transfer his interest in the property once he is paid" *See* Opposition p. 10, l. 1, Plaintiff fails to acknowledge that he can repay Precision for the carrying costs of the Properties.

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

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

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

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

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

A. <u>PLAINTIFF FEIGNS CONFUSION AS TO THE NECESSITY OF A BOND.</u>

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

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

As set forth by Precision, Plaintiff fails to assert an affirmative claim against Precision, and is instead 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, while forcing Precision to continue to pay to maintain the properties, paying taxes, assessments, and maintenance based solely upon Plaintiff's efforts to reacquire the properties. Attached is a declaration of Precision regarding the carrying costs and fees to substantiate the damages which Precision continues to suffer while being forced to retain the Properties, while Plaintiff seeks to maintain its claims against the other Defendants in this matter. If Plaintiff wishes to continue to prevent the sale of the Properties, while preserving the Properties as a possible collection source for the claims against Bursey, it must not do so at Precision's expense. Thus, a bond is a reasonable and both statutory and equitable means of ensuring that Precision be made whole for being restrained from transferring the two properties it obtained for valuable consideration.

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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 $300,000.00 in order to maintain his Lis Pendens against 50 and 59 Sacramento.

DATED this September 21, 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/COUNTERCLAIMANT, PRECISION ASSETS' REPLY IN SUPPORT OF PRECISION ASSETS' MOTION TO EXPUNGE LIS PENDENS** was electronically filed with the Eighth Judicial District Court on the September 21, 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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Attorney for Plaintiff/Counterdefendant

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

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

Defendants

==========

AND RELATED ACTIONS

==========

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

Hearing : 9/28/2021

DATTALA'S REPLY TO PRECISION'S OPPOSITION TO COUNTERMOTION TO REFORMATION OF DEED OF TRUST

Precision's motion necessarily takes the position that the Deed of Trust recorded August 2, 2019 [DOT] is an active encumbrance on the title to the 50 Sacramento property [the Subject Property]; otherwise the Motion is frivolous with all the implications of that fact. Precision never raised the issue until the instant motion because, as set forth in the Opposition, the DOT has no impact on Precision's title to the Subject Property.

Given Precision's newly stated position that the DOT is an active encumbrance on title to this property, Dattala seeks to reform the DOT.

Precision does not dispute the controlling law in Nevada. If Precision's position is true, Dattala is entitled to reformation under the Lattin case.

Case Number: A-19-794335-C

Bursey has not opposed Dattala's countermotion for reformation of the DOT. Attached as Exhibit 12 is the relevant excerpt from Bursey's January 20, 2021 deposition transcript. Beginning on page 26, he explains that he got an amortization schedule and signed a contract and then drafted a deed of trust. " –it was clean over 15 pages. It was a lot of pages. I printed them and took them to John ... I need these papers signed .. We've already signed the contract." [Exhibit 12, 28: 14 - 20]

Bursey goes on to state multiple times [Exhibit 12, 32, 20 - 22] that he signed the Purchase Agreement [Exhibit 9]. He printed out the DOT [Exhibit 12, 33:11-13] and he prepared it [Exhibit 12, 41:11-19].

Thus, the intent of both Dattala and Bursey were that the property was being sold by a DOT. The Purchase Agreement is clear that title could be conveyed by either "Warranty Deed or DEED OF TRUST" [Exhibit 9, 4 (paragraph 6)], and no warranty deed was signed. But a Deed of Trust was prepared by the buyer himself [Bursey], signed and recorded, and he made payments on it for 11 months. Bursey never paid Dattala and instead Bursey recorded false documents and sold the Subject Property.

CONCLUSION

What's undisputed is that the parties intended that Dattala sell Bursey the Subject Property for $150,000. Nevada law requires courts to "reform contracts and deeds in accordance with the true intention of the parties thereto, when their intention has been frustrated by a mistake." Lattin v. Gray, 75 Nev. 128, 132, 335 P.2d 778, 782 (1959) Which, it is undisputed, is exactly what happened here. Thus, the DOT should be reformed to reflect the intent of Dattala to sell Bursey the Subject Property for $150,000.

/s/ Benjamin B. Childs

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

CERTIFICATE OF SERVICE

This DATTALA'S REPLY TO PRECISION'S OPPOSITION TO COUNTERMOTION TO REFORMATION OF DEED OF TRUST, with exhibit, was served through the Odyssey File and Serve system to opposing counsel and Mr. Bursey at filing. Electronic service is in lieu of mailing.

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

EXHIBIT 12 EXHIBIT 12

EXHIBIT 12 EXHIBIT 12

In the Matter Of:

Dattala, John vs Bursey, Eustachius

Case Number: A-19-794335-C

EUSTACHIUS C. BURSEY

January 20, 2021

Job Number: 706036

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

vs.

CASE NO. A-19-794335-C

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 DOES I through 5, inclusive and ROE CORPORATIONS I through X;,

Defendants.

VIDEO CONFERENCE DEPOSITION OF EUSTACHIUS C. BURSEY

Wednesday, January 20, 2021

10:13 a.m.

Las Vegas, Nevada

REPORTED BY: KIMBERLY E. BLOMBERG, CCR NO. 484

JOB NO: 706036

DEPOSITION OF EUSTACHIUS C. BURSEY taken at Las Vegas, Nevada, on Wednesday, January 20, 2021, at 10:13 a.m., before Kimberly E. Blomberg, Certified Court Reporter, in and for the State of Nevada.

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Also Present: JOHN DATTALA

I N D E X

Examination	Direct	Cross	Redirect	Recross
EUSTACHIUS C. BURSEY				
(By Mr. Lancaster)	5			
(By Mr. Ball)		114		
(By Mr. Benedict)		137		
(By Mr. Childs)		181		

E X H I B I T S

Exhibit No.	Description	Page
Exhibit 1	5 Pages of Documents Included in Plaintiff's Document Disclosure pages 20 through 25	29
Exhibit 2	60 Pages of Documents Included in Plaintiff's Document Disclosure 2	40

or what have you. It was a contract. Mr. Dattala had that, and we signed that contract. What Mr. Dattala did not have after that contract was done was the Deed of Trust. Mr. Dattala had wanted to go to Legal Aid Defenders, and they were giving him the runaround as far as the paperwork. It wasn't the correct paperwork.

I had gotten frustrated. I put this on the record I had gotten frustrated. I paid $500. I signed paperwork, but time was moving along, and I have to be out of this place soon. So I went ahead online, and I just typed in P.D.F. trust deed -- Deed of Trust, and it popped up.

I read through a little bit of it. I think it was every bit of -- it was clean over 15 pages. It was a lot of pages. I printed them and took them to John and said here. Read over this. See if this is to your liking. I need these papers signed because I have to be out of my place. We've already signed the contract. And I am going to be homeless soon even though I am about to buy your home. So --

Q. Let's focus back on that purchase agreement, and then we'll walk through and look at some documents. And so I believe you said John is the one that presented you with the purchase agreement for the 50 Sacramento Drive property; is that right?

A. That is correct.

MR. LANCASTER: Ben, are you able to pull up those exhibits?

THE WITNESS: Can I get -- I need one second, please.

MR. LANCASTER: Sure.

THE WITNESS: My sister is a little loud.

MR. LANCASTER: Let's do a five-minute break, and then we can get back on the record.

(Recess taken.)

(Defendant's Exhibit 1 and 2 were marked for identification.)

BY MR. LANCASTER:

Q. Mr. Bursey, if you will look at the document that's on the screen, it's identified as Plaintiff's Document Disclosure pages 20 through 25. That's just on the bottom right-hand corner. It's just a page designation that's been put on this document.

Mr. Bursey, have you seen this document before?

A. I want to say yes, I have, but that's not the first page. I do not know what these pages are connected to. But if I am correct blowing it up -- sorry. It took me to another page. Blowing it up, I see my initials, but I don't know what this is to.

It's some type of agreement. I don't know what this is to. So I need the first page to clarify exactly what it says.

Q. Sure. So the bottom of that front page looks like it's a 3. A page No. 3. And we don't have page numbers 1 and 2.

Do you know if you have pages 1 and 2 for this document?

A. I don't know because I don't know what the document is.

Q. So you recognize your initials at the bottom right-hand corner of that top page. I'd like you to look at the next page and see if any of the terms in there may refresh your recollection. Let's look at paragraph 7. It talks about Title and Conveyance. It says, "Seller is to convey title to buyer by warranty deed or Deed of Trust as appropriate and provide buyer with a certificate of title prepared by an attorney, title or abstract company upon whose certificate or report title insurance may be obtained from a title insurance company qualified to do and doing business in the State of Nevada."

Looking at that term, does that refresh your recollection about what this document may be?

A. No, sir.

Q. Let's look at page -- I guess page No. 6 of this document. Or I guess page -- yes. That page. This is document page 23.

Do you see the handwriting in the middle of that page?

A. Yes, I do.

Q. Do you recognize that handwriting?

A. Yes, I do.

Q. Is that yours?

A. That is mine.

Q. Okay. Is that the apartment you were living at, or I guess have you ever lived at that apartment address?

A. That's not an apartment address, sir.

Q. Oh. What address is that, then?

A. That's a P.O. box.

Q. I am looking at 5841 East Charleston, and you are saying that's a P.O. box?

A. That is a P.O. box, yes, sir.

Q. Do you own that P.O. box, or were you entitled to receive the mail at that P.O. box?

A. At that time, yes.

Q. Okay.

A. Not any more.

Q. Okay. Do you recognize the address for the

seller on 43 Ronald Lane?

A. Yes. I believe that's John's address.

Q. Okay. Thank you. Let's look at the last page of this document.

Is that your signature and handwritten printed name on that document?

A. That is correct.

Q. And it's dated June 3, 2018. Do you know what document you would be signing at this period of time with John?

A. Not June 3, no. Not June 3, I don't. No. I remember being at the McDonald's. I remember being at the McDonald's, and I thought it was like March or April. But again, like I said, I had to be out of the apartment by July. So it could have been June. Not stating what my prior -- like I said, March or April was a lie.

It's just things with me and John were so spaced out from trying to contact him. It could have been in June. I do remember signing that document. That is my signature. I do remember signing that document. But I am not going to say what document that is because again, I don't see the first page to that. If I see the first page, I could put one and one together that that is that document.

Q. Sure.

A. But that document does look familiar.

Q. And did you prepare this document?

A. No. That document was printed out.

Q. Did you print it out?

A. No.

Q. Is this a document that you believe John at least provided to you to sign?

A. Yes. He provided it to me. I did not print it out. Where he got it from, who he got it from, I can't say. You'd have to ask John. But the only thing I ever physically printed out on my own was the Deed of Trust for 50 Sacramento Drive.

Q. Okay. During this time in let's just say the middle of 2018, were you discussing purchasing any other properties from John?

A. No.

Q. And so if this was a purchase agreement, it would be related to the 50 Sacramento Drive property; correct?

A. If that is a purchase agreement, yes. That is the only property in '18 that I ever discussed buying was 50 Sacramento Drive.

Q. Okay. When you signed this document, do you know who took it?

A. John did.

Q. Like the originals?

A. John did.

Q. Okay.

A. That's his copy. He has to have that. He has to have that. What I did do was -- I believe the reason I don't have a copy is I believe that I, like, snapped -- I did a cam scan on it. Like, I scanned it with my phone. A camera phone. And I had a copy on my camera phone. But unfortunately my phone since then has been stolen or upgraded. So I don't have that sign in to that cam scan anymore.

Q. Did John see this document?

A. Yes. He was sitting right in front of me if that's the document I believe it to be.

Q. Sure.

A. He was sitting right across from me in the McDonald's -- in the roundabout in McDonald's. When I say roundabout, it's because the table sits in the middle. You sit in the roundabout. You didn't sit in the edge where you pull the chairs out. I kept sitting in the roundabout after that.

Q. After you signed the purchase agreement whether that's a true and correct copy of it or not, you signed a purchase agreement?

A. Yes.

Q. For 50 Sacramento Drive; correct?

A. I did, yes.

Q. Did you --

A. I apologize. I wasn't done answering. Apologize.

Q. Go ahead.

A. When I signed it, we were -- myself and John -- what I remember about the purchase agreement at that time was what I could for sure say is that we went over that agreement together bit by bit, paragraph by paragraph. We read it to one other, asked each other if we understood what it was saying, and I remember this because we were both running late to go do something different. John had to go do something, and I had to go back to the apartment and do something.

I can't remember if it was for my church or what, but I remember we were both running late and reading all those pages. It ran over 12:00 o'clock. We were supposed to be done by 12:00 o'clock. We didn't get done until almost 1:00 o'clock. So I remember sitting down face-to-face with John, reading everything with John and John signing it, and I signed it, and then I gave him the money order for $500, which was what he called earnest money.

Q. Okay. Do you remember what John said that he had to go and take care of?

A. I don't. I'd be lying. What I can tell the truth is I honestly didn't care. I was so excited to buy the property. I wanted to go hurry up and see what was in the documentation, how the process went. It was my first time going through a process like this, and I signed the paperwork. But I am glad we did go over it bit by bit. I was so excited. He could have put something smack dab in the middle of it.

I'm not saying he did, but if he did, I would have signed my life away. I just wanted to sign the document.

Q. Do you know if John had done this type of a purchase agreement with anybody else related to any properties?

A. No. No. I never took John as the type that would fool around. The reason I have so much trust in John is because he had a history to me. To me, he had a history of doing something like this with just renting out the house. If you are a landlord, you have a history of knowledge of doing stuff like this. This is my first home. So I wouldn't have taken John. If my church trusted him enough to rent out one of his homes, then why shouldn't I trust him.

Q. After you signed this purchase agreement, what did you do next related to the property?

A. After I signed the purchase agreement -- again, I cannot say that's it because it's an incomplete copy. So I am going back to saying the purchase agreement, which is referring to what happened in that time at McDonald's in 2018. When I signed that purchase agreement, I remember snapping a copy on my phone.

And 2018 as a matter of fact -- I know this for sure. In 2018 I had an Android. I did not get myself an iPhone until after that moment. And I got an iPhone and snapped a picture. John said he would provide me an actual copy. But if he didn't, I am pretty sure it's because I said don't worry about it.

I have a copy of it. I wasn't worried about it. He had my $500. I had the receipt for the $500, and I had a copy of it on my phone that I had indeed done business with John. So I went on with my day.

What I did that day, I don't remember. But I remember I went back to doing what I had to do and John went about his day.

Q. So after that meeting and you signing the documents, did you move into the property at that point?

A. No. No, sir. I actually -- John was not ready. When I signed the paperwork at that time, John was not ready. And anybody who knows this situation knows that John was not ready. When I say anybody, it was a few people on both sides who knew that John was not ready because John had a -- he had a bunch of stuff in that house.

So I told John I have until July to move out of my place. So I will give you until July to move everything out over to Ronald Lane.

And John said that would be cool. That would be fine. And also I am going out of town. I actually went out of town to California. My sister had invited me to go to Universal Studios. She paid for it. It was also my first time there. I had fun. I came back two week later, packed up all my stuff. I called people to help me pack up my things because by that time the other tenant was gone. She had already moved.

And I still hadn't talked to John as far as, you know, anything because I had to pay for it. I hadn't talked to John at all. I wouldn't think he would take the money and take off. Plus I know where you live at, and it's not like I am not going to show up at your home.

So I went on doing things and conducting my

business as I needed to. Packed my things up. I had more pressing issues which was get out of this apartment in time because the apartment building was being sold to a whole another business. That's why I remember that. They changed their name now and have been taken over by somebody else.

So I get over to 50 Sacramento Drive. Maybe a week before I was -- a week before I was due to move out -- because I can tell you right now I didn't move in on the date that may be on the paperwork. I did not move in on that day. I had to give John extra time. I'd get over to 50 Sacramento Drive. John had all of this stuff, like, tied up and packed up and just sitting in his driveway and had not emptied the house out.

So I had to go stay with my sister. I am just going to say -- long story short, I had to go stay with my sister. John was not ready, and John did not move out of that house until August. I stayed with my sister for a month. I moved out in July and stayed there until August. So he didn't move out until August.

MR. LANCASTER: Ben, could you pull up that next set of documents.

MR. CHILDS: Do you see them?

MR. LANCASTER: No. I still see the same one.

(Defendant's Exhibit 2 was marked for identification.)

BY MR. LANCASTER:

Q. Okay. Mr. Bursey, on the screen is a document in the lower right-hand corner. It's Plaintiff's Document Disclosure 2, and the pages that we will be discussing will go through page 18. Let's just work at page 1 and work through this document. The title of it is Deed of Trust.

Do you recognize this document?

A. Yeah. That's the document from the County.

Q. Okay. Let's do a slow roll-through.

Ben, if you wouldn't mind, just give him, you know, maybe ten seconds to look at each of those pages.

THE WITNESS: Could you go back up, please. Yeah. Go to the next one. That's the terms. Keep going.

MR. LANCASTER: Ben, if you wouldn't mind going to the last one. We'll look at execution of this. So the very last page of the document.

BY MR. LANCASTER:

Q. Mr. Bursey, this is page 18 of Plaintiff's Document Disclosures.

Is that your printed name and signature on this?

A. Yes.

Q. Do you recognize John's printed name and signature on this?

A. I guess that would be John, yes. I don't know. But yeah.

Q. Okay. Do you recognize this document, Deed of Trust, as you were able to scan through it?

A. Yeah. I definitely recognize it.

Q. Do you know who prepared this document?

A. When you say prepare, what do you mean?

Q. I guess I mean, well, there's some blank lines in there that had to be filled in.

A. I printed it out. I was the one who printed out the Deed of Trust for 50 Sacramento Drive.

Q. Okay.

A. Yeah. I printed that. I don't know what prepare means in court terms, but I printed it out.

Q. Thanks for clarifying that.

Ben, if you go up to the top page, the recording sheet.

BY MR. LANCASTER:

Q. So the top right-hand corner of this document has recording date of August 2, 2018.

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Steven D. Grierson
CLERK OF THE COURT

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DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA Plaintiff vs. EUSTACHIUS C. BURSEY and PRECISION ASSETS and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X Defendants ========== AND RELATED ACTIONS ==========	Case # A-19-794335-C Dept # 14 HEARING REQUESTED

DATTALA'S MOTION FOR RECONSIDERATION

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

LEGAL AUTHORITY

EDCR Rule 2.24. Rehearing of motions.

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

Case Number: A-19-794335-C

such motion to the adverse parties.

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

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

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

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

NRS 111.175 - Conveyances made to defraud prior or subsequent purchasers are void.

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

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

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

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

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

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

A. DATTALA MOTION IN LIMINE # 6

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

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

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

B. DATTALA MOTION IN LIMINE # 7

ISSUE : NO ANSWER FILED BY BURSEY

The Court GRANTED this Motion because Bursey has not been participating

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

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

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.

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

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.

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.

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

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

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

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

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

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

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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

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.

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.

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.

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.

C. PRECISION ASSETS' MOTION IN LIMINE # 4

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

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

DISCUSSION

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

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

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

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

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

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

Jury Instruction _____

The authenticity of certain documents is in dispute.

You are to determine what documents are authentic and what documents are false.

Special Verdict

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

_____ Quitclaim Deed to 50 Sacramento recorded April 8, 2019

_____ Deed of Full Reconveyance recorded April 5, 2019

_____ Copy of Notice of Purchase bearing a disputed signature in the name of John Dattala, dated 4-1-19

_____ Copy of WFG National Title Insurance Company Affidavit of Grantor Escrow No: 19-282990, disputed signature in the name of John Dattala, dated 4-29-19

_____ Copy of Reconveyance signature page Trustee signature in the name of John Dattala dated April 5, 2019

_____ Page 96 of Lillian Medina notary book

///

Second, there are express and specific facts set forth by deciding Dattala's motion in Limine # 7. Paragraph 18 of the SAC is now a fact that Bursey's representations "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."

Paragraph 21 and 22 of the SAC is now a fact that "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" and also when Bursey paid the $10,000 "earnest money" to Dattala.

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

Paragraph 30 of the SAC is now a fact that "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."

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

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

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

///

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

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

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

CONCLUSION

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

/s/ Benjamin B. Childs

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

CERTIFICATE OF SERVICE

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

/s/ Benjamin B. Childs, Sr.

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

EXHIBIT 1 EXHIBIT 1

EXHIBIT 1 EXHIBIT 1

A-19-794335-C

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Title to Property | **COURT MINUTES** | **October 08, 2021**

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

October 08, 2021 **3:00 AM** **Minute Order**

HEARD BY: Escobar, Adriana **COURTROOM:** CHAMBERS

COURT CLERK: Jessica Quamina

JOURNAL ENTRIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2 EXHIBIT 2

EXHIBIT 2 EXHIBIT 2

WFG National Title Insurance Company
a Williston Financial Group company

June 14, 2019

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

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

Dear Mr. Raynoha:

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

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

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

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

Cordially,

Dawn Weller

Dawn Weller
Claims Officer

WFG National Title Insurance Company
a Williston Financial Group company

June 14, 2019

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

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

Dear Mr. Raynoha:

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

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

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

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

Cordially,

Dawn Weller

Dawn Weller
Claims Officer

Inst #: 20190415-0002065
Fees: $40.00
RPTT: $484.50 Ex #:
04/15/2019 12:08:05 PM
Receipt #: 3683836
Requestor:
WFG NATIONAL TITLE COMPAN
Recorded By: GYOUNG Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

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

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

GRANT, BARGAIN, SALE DEED

R.P.T.T. **$484.50**

THIS INDENTURE WITNESSETH: That

Eustachius C. Bursey, an unmarried individual

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

Precision Assets, LLC, a Nevada Limited Liability Company

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

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

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

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

WITNESS my hand this 12th day of April, 2019.

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

STATE OF NEVADA
COUNTY OF Clark

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

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

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

EXHIBIT "A"
LEGAL DESCRIPTION

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

APN: 140-31-817-043

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)
   a) 140-31-817-043
   b)
   c)
   d)

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

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 E.C. Bu **Capacity** **Grantor**

Signature _____ **Capacity** **Grantee**

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: EUSTOCHIUS 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

WFG National Title Insurance Company
a Williston Financial Group company

ESCROW INSTRUCTIONS
RELEASE OF FUNDS HELD

To: WFG National Title Insurance Company, ("Escrow Agent" or "WFG")
Re: 19-274856

The undersigned herein authorize and instruct Escrow Agent to release any and all funds on hold in the above referenced escrow ("Escrow") to Seller.

In accordance with the original instructions to Escrow Agent executed on 04/12/19 ("Original Instructions"), if there are any service charges accruing to WFG, WFG is authorized and instructed to deduct such service charges from the funds held prior to disbursement of such funds in accordance with these instructions.

The undersigned understands and agrees that all the terms and provisions of the Original Instructions have been met and complied with to the full satisfaction of the undersigned. Upon final disbursement of funds held by WFG pursuant to these instructions, this Escrow shall be closed and terminated by WFG, with no further liability or responsibility whatsoever to WFG.

Seller: **Date:** May 1, 2019

DocuSigned by:
E C B
2AEB4EC3606E41F
Eustachius C. Bursey

Buyer: **Date:** _____

Precision Assets, LLC

By: DocuSigned by:
Avi Segal
25CDE7BCFC8B4A3 Date: May 1, 2019

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

WFG National Title Insurance Company
a Williston Financial Group company

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

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

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

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

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

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

WFG National Title Insurance Company
a Williston Financial Group company

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

SCHEDULE A

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

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

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

WFG National Title Insurance Company

Authorized Signature

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EXHIBIT "A"
LEGAL DESCRIPTION

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

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

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

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

SCHEDULE B

EXCEPTIONS FROM COVERAGE

File No.: **19-274856** Policy No: **3155400407153831554004071538**

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

GENERAL EXCEPTIONS

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

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

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

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

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

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

SPECIAL EXCEPTIONS

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

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

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

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

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

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

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

END OF SCHEDULE B

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AMERICAN LAND TITLE ASSOCIATION

WFG National Title Insurance Company
a Williston Financial Group company

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

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

COVERED RISKS

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

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

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

Issued by:
WFG National Title Insurance Company

Authorized Countersignature

WFG NATIONAL TITLE INSURANCE COMPANY

By:
President

ATTEST:
Secretary

Form No. 3155400

ALTA Owner's Policy
Revised 06-17-06

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

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

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

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EXCLUSIONS FROM COVERAGE

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

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

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

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

   (iii) the subdivision of land; or

   (iv) environmental protection;

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

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

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

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

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

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

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

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

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

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

   (a) a fraudulent conveyance or fraudulent transfer; or

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

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

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Dattal v. Precision Assets et al
Case # 84762
PRECISION0084

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

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

(i) the term "Insured" also includes

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

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

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

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

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

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

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

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

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

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

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

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

(i) the Amount of Insurance; or

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

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

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

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

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

9. LIMITATION OF LIABILITY

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

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

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

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

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

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

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

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

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

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

18. NOTICES, WHERE SENT

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

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

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

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

50 Sacramento Drive Las Vegas NV 89110

APN: 14031817043

Assignor: HCO Residential, LLC

Assignee: Precision Assets LLC

Assignor's Assignment Fee: 20,000.00

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

Total Purchase Price: 115,000.00

Cash or financing (Lender Name): Cash

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Terms:

Assignor: DocuSigned by: Jared Vidales 121AA65672B24B6	**Assignee:** DocuSigned by: Avi Segal 25CDE7BCFC8B4A3
Jared Vidales	Avi Segal
Name:	Name:
Date: Apr 9, 2019	Date: Apr 9, 2019

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

This Assignment of Contract ("Contract") is made 2019-04-12 BETWEEN the Assignor and the Assignee.

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

50 Sacramento Drive Las Vegas NV 89110

APN: 14031817043

Assignor: HCO Residential, LLC

Assignee: Precision Assets LLC

Assignor's Assignment Fee: 15,000.00

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

Total Purchase Price: 110,000.00

Cash or financing (Lender Name):

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional Terms:

Assignor: DocuSigned by: Jared Vidales 121AA85672B24B6..	**Assignee:** DocuSigned by: Avi Segal 25CDE79CFC8B4A3
Jared Vidales	Avi Segal
Name:	Name:
Date: Apr 12, 2019	Date: Apr 12, 2019

American Land Title Association

ALTA Settlement Statement - Borrower
Adopted 05-01-2015

File No./Escrow No.: 19-274856
Officer/Escrow Officer: Jenine Santos

WFG National Title Insurance Company
7450 Arroyo Crossing Pkwy, Suite 270
Las Vegas, NV 89113
(702) 777-8292

Property Address: 50 SACRAMENTO DRIVE
LAS VEGAS, NV 89110 (CLARK)
(140-31-817-043)

Borrower: PRECISION ASSETS, LLC
6700 Paradise Rd
Ste A-1
Las Vegas, NV 89119

Lender:

Settlement Date:

Disbursement Date: 4/15/2019

Description	Borrower		
	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Contract sales price		$95,000.00	
Deposit or Earnest Money			$5,000.00
Prorations			
Other (Paid) 4/15/2019 to 5/1/2019 @ $44.76/Quarter		$22.68	
City/town taxes 4/15/2019 to 5/1/2019 @ $63.97/Quarter		$11.50	
County taxes 4/15/2019 to 7/1/2019 @ $453.42/Year		$97.76	
Title Charges			
Owner's coverage $95,000.00 Premium to WFG National Title Insurance Company		$466.00	
Settlement or closing fee to WFG National Title Insurance Company		$420.00	
Wire Processing Fee to WFG National Title Insurance Company		$25.00	
Government Recording and Transfer Charges			
Recording fees: Deed $40.00		$40.00	
County tax/stamps: Deed $484.50		$484.50	
eRecording Fee to WFG National Title Insurance Company		$25.00	
Additional Settlement Charges			
Payoff: Sewer to City of Las Vegas		$63.97	
Buyer Assignment Fee to HCO Residential, LLC		$15,000.00	
	P.O.C.	Debit	Credit
Subtotals	$0.00	$111,675.61	$5,000.00
Due From Borrower			$106,675.61
Totals	$0.00	$111,675.61	$111,675.61

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize WFG National Title Insurance Company to cause the funds to be disbursed in accordance with this statement

BORROWER(S)

Precision Assets, LLC

By: _____ Date 4/12/19

SETTLEMENT COORDINATOR

Jenine Santos

File # 19-274856
Printed on 4/12/2019 at 9:18 AM

WFG National Title Insurance Company
a Williston Financial Group company

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

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

Date Prepared: April 11, 2019

PRELIMINARY REPORT

Order Number: **19-274856**
Escrow Officer: **Jenine Santos**
Phone: **(702) 777-8292**
Fax:
Email: **jenine.santos@wfgnationaltitle.com**

Seller(s): **Eustachius Bursey**
Buyer(s): **Precision Assets, LLC**

Property: **50 Sacramento Drive, Las Vegas, NV 89110**

WFG National Title Insurance Company, is prepared to issue a title insurance policy, as of the effective date and in the form and amount shown on Schedule A, subject to the conditions, stipulations and exclusions from coverage appearing in the policy form and subject to the exceptions shown on Schedule B. This report is preliminary to the issuance of a policy of title insurance issued by **WFG National Title Insurance Company**, and shall become null and void unless a policy is issued and the full premium paid.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit One attached. Copies of the Policy forms should be read. They are available from the office which issued this report. Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

This report is for the exclusive use of the person to whom it is addressed. Title insurance is conditioned on recordation of satisfactory instruments that establish the interests of the parties to be insured; until such recordation, the Company may cancel or revise this report for any reason.

Tami Miramontes
Title Officer
tmiramontes@wfgnationaltitle.com

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SCHEDULE A

1. The effective date of this preliminary title report is **8:00 A.M.** on **March 19, 2019**.

2. The policies and endorsements to be insured and the related charges are:

   ALTA® HomeOwner's Policy (12-02-13) **Amount:** **$95,000.00**
   Proposed Insured: **HCO Residential, LLC**

3. The estate or interest in the land hereinafter described or referred to covered by this report is:

   Fee Simple

4. Title to said estate or interest at the date hereof is vested in:

   Eustachius C. Bursey, an unmarried individual

5. The land referred to in this report is situated in the County of Clark, State of Nevada and is described as follows:

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

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EXHIBIT "A"

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

Situate in the County of Clark, State of Nevada.

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

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SCHEDULE B

GENERAL EXCEPTIONS

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

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

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

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

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

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

   NOTE: If the ALTA Homeowners Policy and/or an ALTA Extended Loan Policy is requested by the insured, the Exceptions listed above as 1 through 6 will not be shown.

SPECIAL EXCEPTIONS

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

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

3. Easements and Dedications as indicated or delineated on the Plat of said subdivision on file in Book 7 of Plats, Page 5, of Official Records.

4. Covenants, conditions and restrictions and easements, if any, (but deleting any covenants, conditions, or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 3604 ©), in Declarations of Restrictions:

   Recorded: April 19, 1962 in Book 355 as Instrument No. 286709 of Official Records.

   Said instrument, which in part, contains or provides the following:

   a) A provision that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value.

5. Taxes and charges, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:
   Tax Year: 2019
   Tax Type: County
   Tax ID No.: 140-31-817-043

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Taxing Entity:	Clark County Treasurer
Total Annual Tax:	$463.43
First Installment:	$117.66
First Installment Status:	Paid
First Installment Due/Paid Date:	August 20, 2018
First Installment Delinquent Date:	August 30, 2018
Second Installment:	$115.85
Second Installment Status:	Paid
Second Installment Due/Paid Date:	October 1, 2018
Second Installment Delinquent Date:	October 11, 2018
Third Installment:	$115.85
Third Installment Status:	Paid
Third Installment Due/Paid Date:	January 7, 2019
Third Installment Delinquent Date:	January 17, 2019
Fourth Installment:	$115.85
Fourth Installment Status:	Paid
Fourth Installment Due/Paid Date:	March 4, 2019
Fourth Installment Delinquent Date:	March 14, 2019
Notes:	View Taxes

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

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

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

9. INTENTIONALLY DELETED

10. INTENTIONALLY DELETED

11. INTENTIONALLY DELETED

12. INTENTIONALLY DELETED

13. The company requires for its review satisfactory copy of the Articles of Organization, the Operating Agreement and the regulations of HCO Residential LLC, a Limited Liability Company, any amendment thereof, a Certificate of Good Standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.

END OF SCHEDULE B

NOTES AND REQUIREMENTS

LENDER'S NOTE: There is located on said land a Single Family Residence purportedly known as 50 Sacramento Drive, Las Vegas, NV 89110

NOTE: The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this commitment:

None of Record

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END OF NOTES AND REQUIREMENTS

Your Escrow Officer
Jenine Santos
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone: (702) 777-8292
Fax:
Email: jenine.santos@wfgnationaltitle.com

Your Title Officer
Tami Miramontes
330 S Rampart Blvd, Suite 350
Las Vegas, NV 89145
Phone: (702) 728-5295
Fax: (702) 875-4823
Email: tmiramontes@wfgnationaltitle.com

Exhibit One (Rev. 06-15-14)
CLTA STANDARD COVERAGE POLICY—1990 (4-8-14)
EXCLUSIONS FROM COVERAGE

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

1)

a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3) Defects, liens, encumbrances, adverse claims or other matters:

a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

c) resulting in no loss or damage to the insured claimant;

d) attaching or created subsequent to Date of Policy; or

e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4) Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5) Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6) Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE—SCHEDULE B, PART I

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

1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

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

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

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

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

6) Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1) Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

a) building;

b) zoning;

c) land use;

d) improvements on the Land;

e) land division; and

f) environmental protection

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2) The failure of your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3) The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4) Risks:

a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;

b) that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;

c) that result in no loss to You; or

d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e, 25, 26, 27 or 28.

5) Failure to pay value for Your Title.

6) Lack of a right:

a) to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7) The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

8) Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence

9) Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or $2,500 (whichever is less)	$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or $5,000 (whichever is less)	$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A of $2,500 (whichever is less)	$ 5,000.00

2006 ALTA LOAN POLICY (06/17/06))
EXCLUSIONS FROM COVERAGE

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

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

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

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

(iii) the subdivision of land; or

(iv) environmental protection,

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

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

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

3) Defects, liens, encumbrances, adverse claims or other matters:

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

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

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

d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11,13, or 14); or

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

4) Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured to comply with applicable doing-business laws of the state in which the land is situated.

5) Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

a) a fraudulent conveyance or fraudulent transfer, or

b) a preferential transfer for any reason not stated in covered Risk 13(b) of this policy..

7) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART 1

1) a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;

b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2) Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3) Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records

6) Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:

2006 ALTA OWNER'S POLICY (06/17/06)
EXCLUSIONS FROM COVERAGE

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

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

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

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

(iii) the subdivision of land; or

(iv) environmental protection;

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

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

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

3) Defects, liens, encumbrances, adverse claims or other matters:

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

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

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

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

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

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

   a) a fraudulent conveyance or fraudulent transfer, or

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

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

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

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

1) a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;

   b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2) Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3) Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6) Any lien or right to a lien for services, labor or material not shown by the Public Records.

7) Variable exceptions such as taxes, easements, CC&R's, etc. shown here.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)
EXCLUSIONS FROM COVERAGE

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

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

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

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

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

   b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

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

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

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

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

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

d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

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

4) Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5) Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6) Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8) The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

9) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

a) a fraudulent conveyance or fraudulent transfer, or

b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

10) Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

11) Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Receipt For Check (Personal)

WFG National Title Insurance Company

12909 SW 68th Parkway, Ste 350

Portland, OR 97223

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

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

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

Received By Jenine Santos Date

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 7

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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

BENJAMIN B. CHILDS, ESQ.
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318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865
Attorney for Appellant
JOHN DATTALA

ZACHARY T. BALL, ESQ.
Nevada Bar No. 8364
1935 Village Center Circle # 120
Las Vegas, NV 89134
(702) 303 8600
Attorney for Respondent
PRECISION ASSETS

Docket 84762 Document 2022-26056

JOHN BENEDICT, ESQ.
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2190 E/ Pebble Rd # 260
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(702) 333 3770
Attorney for Respondent
ACRY DEVELOPMENT LLC;

YANXIONG LI, ESQ.
Nevada Bar No. 12807
LUKASZ WOZNIAK,
Nevada Bar No.12138
7785 W. Sahara Ave. # 200
Las Vegas, NV 89117
Attorneys for Respondent
WFG NATIONAL TITLE
INSURANCE COMPANY

Dattala - NSC # 84762
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Chronological Order [NRAP 30(c)(1)]

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Receipt For Wire

WFG National Title Insurance Company

12909 SW 68th Parkway, Ste 350

Portland, OR 97223

Wells Fargo Bank, N.A., ABA: 121000248, Account: 4782323182

Receipt Number:	18101
File Number:	19-274856
Property Address:	50 Sacramento Drive, Las Vegas, NV 89110
Printed Date:	4/15/2019 11:21:02 AM
Received Date:	04/15/2019
Received By:	Jenine Santos
Amount:	$106,675.61
Payor:	Precision Assets, LLC
Bank:	
Account Number:	
Routing Number:	
Memo:	
Note:	

Description	Amount
Funds to Close from Precision Assets, LLC	$106,675.61
	$106,675.61

Received By Jenine Santos Date

RECEIPT FOR FUNDS

WFG National Title Insurance Company
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113

File No.:	19-274856
Property Address:	50 Sacramento Drive, Las Vegas, NV 89110
Received Date:	4/10/2019
Received by:	Jenine Santos
Payor:	Precision Assets, LLC
Amount:	**$5,000.00**

WFG National Title Insurance Company
a Williston Financial Group company

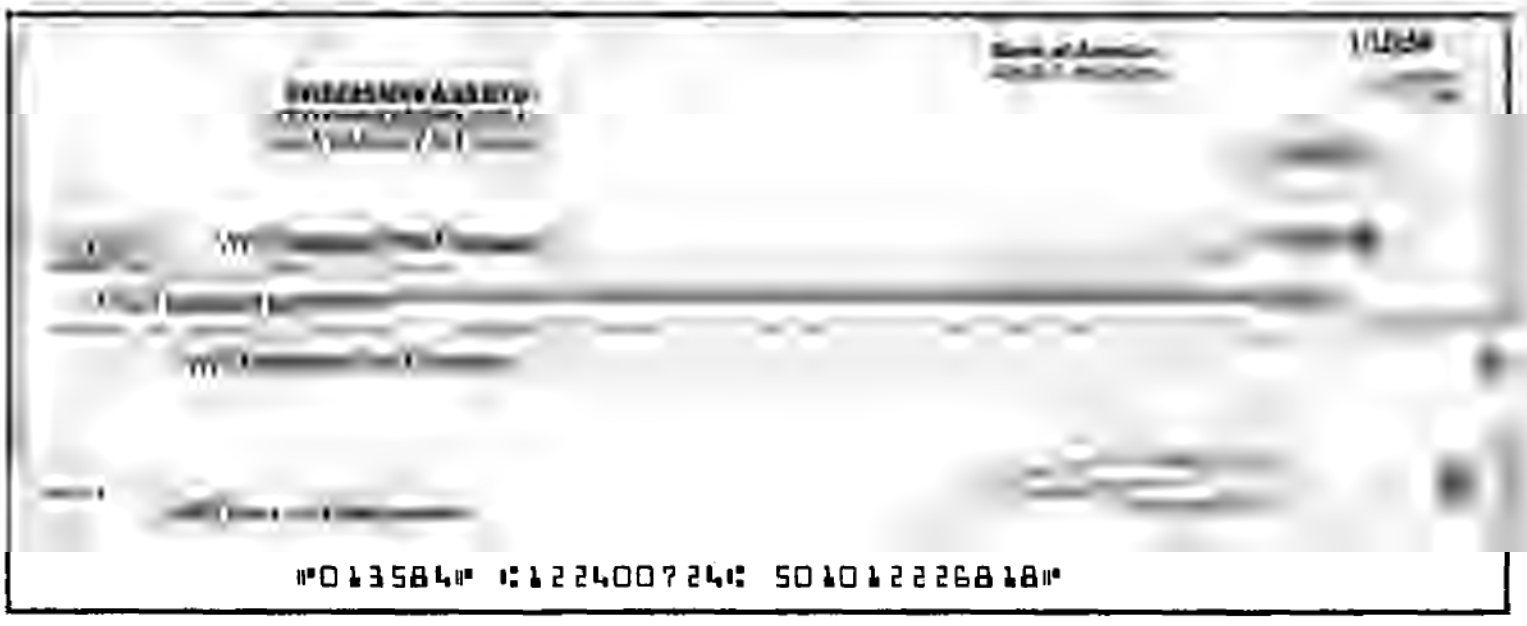
RECEIPT FOR FUNDS

WFG National Title Insurance Company
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113

File No.: 19-274856

Property Address: 50 Sacramento Drive, Las Vegas, NV 89110

Received Date: 4/10/2019



WFG National Title Insurance Company
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[redacted]

instruction dated , together with any amendments/supplements thereto (collectively "Agreement"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and is made a part hereof. Pursuant to the Agreement, the parties have agreed that Seller shall sell and convey and Buyer shall purchase that certain real property as described in the Agreement .

2. Buyer and Seller have established the above referenced escrow with Escrow Agent to receive and transfer the various documents and funds to be exchanged pursuant to the Agreement and to cause the assurance of title to be obtained pursuant to the Agreement.

3. These escrow instructions are not intended to modify or amend the Agreement between Buyer and Seller unless such modification and/or amendment is/are specifically set forth herein.

4 Escrow Agent is hereby authorized and directed to examine the Agreement and is empowered to perform such acts as set forth therein only to the extent that such terms and conditions are within the control of Escrow Agent. The delivery of funds to Escrow Agent and the recording of the instruments deposited with Escrow Agent shall signify that all of the terms and conditions in the Agreement have been complied with or waived to the satisfaction of both Buyer and Seller.

5. Escrow Agent is hereby released from any and all liability and/or responsibility of any condition; agreement or provision in the Agreement not within the control of escrow or that shall survive the close of escrow

6 Escrow Agent is released from any liability and/or responsibility for any payment to the County Tax Collector which results in duplicate payment of real property taxes. Any duplicate payments shall be handled solely between Buyer and Seller outside of escrow

7. Escrow Agent is authorized and instructed to compute and insert appropriates dates and amounts on new encumbrances and promissory notes created herein, if applicable. All documents shall be on forms customarily used by Escrow Agent

8. Seller and Buyer fully understand and agree to the GENERAL PROVISIONS, which are attached hereto and by this reference made a part hereof as Exhibit "B".

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9. Additional Terms and Conditions

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-8292

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Exhibit "B"
GENERAL PROVISIONS

All funds received in this escrow shall be deposited with other escrow funds in one or more non-interest bearing escrow accounts in Escrow Agent's name in a state or national bank selected by Escrow Agent. Escrow Agent shall have no obligation to account to the undersigned in any manner for the value of, or pay to Escrow Agent any benefit received by Escrow Agent, directly or indirectly, by reason of the deposit of the escrow funds or the maintenance of such accounts with that bank. Those benefits may include, without limitation, credits allowed by that bank on loans to Escrow Agent and on accounting, reporting and other services and products of that bank and earnings on investments made with the proceeds of such loans.

All disbursements shall be made by check of Escrow Agent. Any commitment made in writing to Escrow Agent by any bank, trust company, insurance company, savings and loan association or other lender to deliver its check or funds into this escrow may, in the sole discretion of Escrow Agent, be treated as the equivalent of a deposit in this escrow of the amount thereof. The Parties to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by The Federal Deposit Insurance Corporation.

Escrow Agent is authorized to furnish copies of these instructions, any supplements or amendments thereto, notices of cancellation and closing statements to the real estate broker(s) and lender(s) named in this escrow.

Any funds held in escrow which are unclaimed for a period of six (6) months by the parties entitled thereto shall be assessed a holding charge pursuant to NRS 120A.300 of $5.00 per month. Escrow Agent will escheat to the State of Nevada pursuant to NRS 120A.300 et seq., any funds held less the monthly holding charge.

All documents, closing statements, and balances due the parties to this escrow are to be mailed by ordinary mail to said parties at the addresses shown, unless otherwise instructed.

The Parties to this transaction understand and acknowledge that the funds required to complete this transaction must be deposited and cleared by Escrow Agent's bank prior to the recordation of any documents and must be in the form of a CASHIER'S CHECK, TELLER'S CHECK OR A WIRE TRANSFER TO ESCROW AGENT'S TRUST ACCOUNT.

If any check submitted to escrow is dishonored upon presentment for payment, Escrow Agent is authorized, but not required, to notify all Parties and/or their respective agents of such dishonor or non-payment.

If there is no written activity delivered by a Party to this escrow within any six (6) month period after the time limit date as set forth in the escrow instructions or written extension thereof, at Escrow Agent's option, Escrow Agent may terminate this escrow, and all documents, monies or other items held by Escrow Agent shall be returned to the respective Parties entitled thereto, less fees and charges herein provided. Nothing contained herein shall be construed as requiring Escrow Agent to terminate this escrow upon the passage of the time referred to in this paragraph

Either Party hereunder claiming right of cancellation of this escrow shall file notice for cancellation with Escrow Agent in writing and in duplicate. Escrow Agent shall, within three days thereafter, mail one copy of such written notice to the other Party and to any broker above named, at the address stated herein. Unless written objection thereto shall be filed in such office by such other Party within ten days thereafter, Escrow Agent is authorized to comply with such notice and demand upon payment of Escrow Agent's cancellation charges In the event that such written objection shall be filed, Escrow Agent is authorized to hold all money and instruments in this escrow pending agreement by the Parties or final order of a court of competent jurisdiction, except however the Parties hereto expressly agree and consent that Escrow Agent shall have the absolute right at its election to file a suit in interpleader and obtain an order from the court requiring the claimants to interplead and litigate in such court their several claims and rights amongst themselves In the event such suit is brought, they jointly and severally agree to pay all Escrow Agent's costs, expenses and reasonable attorney fees which it may expend or incur in such interpleader suit, the amount thereof to be fixed and judgment therefore to be rendered by the court in such suit Upon the filing of such suit Escrow Agent shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

Should this escrow cancel for any reason, Escrow Agent is entitled to a cancellation fee in accordance with Escrow Agent's schedule in effect at the time Any such cancellation fee may be deducted from any funds on deposit with Escrow Agent If this escrow has been inactive for a period of six (6) consecutive months Escrow Agent is authorized to deduct from any funds on deposit in this escrow a service/holding fee of $5.00 each month.

Escrow Agent may deduct from net proceeds any amount owed in any matter and deduct from the amount collected for my account any payments made by Escrow Agent pursuant to these instructions, together with Escrow Agent's charges.

It is understood that the fees shown to be paid for Escrow Agent's services are ordinary and usual services only; and, should there be any extraordinary or unusual services rendered by Escrow Agent, the Parties agree to pay compensation to Escrow Agent for such extraordinary or unusual services, together with any costs and expenses which may be incurred by Escrow Agent, and Escrow Agent is hereby given a lien upon all monies and securities deposited with Escrow Agent until Escrow Agent has been so compensated or reimbursed

Escrow Agent shall have no responsibility in connection with the investigating or guaranteeing the status of any policy of fire insurance involved in this escrow, but will assume that premiums on all policies have been paid.

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Escrow Agent shall have no responsibility in connection with the investigating or guaranteeing the status of any garbage rental charge power, water, telephone, gas and/or other utility or use bill, except as otherwise specifically required herein.

Installments maturing on existing encumbrances, if any, during the period of this escrow, shall be paid by the SELLER.

Escrow Agent will make prorations on the basis of a 30-day month. The closing date shall be when all conditions for close of escrow have been satisfied Escrow Agent may execute on behalf of the Parties hereto, form assignments of interest, if any, insurance policies (other than title insurance) presented herein and forward them upon close of escrow to the agent and/or company insuring with the required, first, that Insurer consent to such transfer or attach loss payable clause or make such other additions or corrections as may have been specifically required herein, and second, that the agent thereafter return such policies to Escrow Agent for delivery to such Party as may be entitled thereto

If, under these instructions, a commission is to be paid to any third party, then, notwithstanding any conflicting provisions herein contained, the party obligated to pay this commission shall not acquiesce in any mutual cancellation of these instructions without having first delivered written consent of the party entitled to the commission to the Escrow Agent.

Escrow Agent shall have no liability in connection with any personal property which is the subject of this escrow.

Escrow Agent will file the necessary Deeds, Trust Deeds and other instruments and then pay any encumbrance found against said property, except as set forth herein.

The undersigned agree to pay all charges, billings, advances and expenses, including cancellation fees that are properly chargeable to the undersigned and further, to pay any balance for fees, costs or shortages due in connection with these instructions.

The undersigned acknowledge that Escrow Agent is not licensed to practice law and that Escrow Agent's duties and obligations under this Agreement are limited to those of an escrow holder. The undersigned have not been referred to any named attorney(s) or discouraged from seeking the advice of an attorney but have been requested to seek legal counsel of their own choosing, at their own expense, if they have any doubts or questions concerning any aspect of this transaction.

The undersigned grant Escrow a Limited Power of Attorney to correct and initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by any of the Parties. In the event Escrow exercises this Limited power of Attorney a copy of the document(s) corrected and/or initialed will be sent to the affected Party.

This agreement in all its parts applies to, insures to the benefit of, and binds all Parties hereto, their heirs, legatees, devisees, administrators executors, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter and the singular number includes the plural.

These instructions may be executed in any number of counterparts each of which shall be considered as an original effective as such

Escrow Agent is authorized to complete all necessary actions set forth herein upon receipt of an electronic copy (fax or email) of these signed instructions without receipt of original.

Seller: **Date:** _____

_____
Eustachius Bursey

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WFG National Title Insurance Company
a Williston Financial Group company

April 11, 2019

Escrow Officer: Jenine Santos
Escrow No.: 19-274856
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110

AMENDMENT TO ESCROW INSTRUCTIONS

BUYER ASSIGNMENT OF BENEFICIAL INTEREST

Previous instructions in the above numbered escrow are hereby modified and/or supplemented in the following particulars only:

Seller herein acknowledges and agrees buyer's interest has been assigned to Precision Assets, LLC as new buyer to this transaction.

By signing below, the undersigned Buyers acknowledge they have read and agree to all of the terms and conditions of the original purchase contract dated 04/01/19

This Assignment may be executed in any number of counterparts, each of which shall be considered as an original and effective as such.

All parties acknowledge buyer will pay HCO Residential, LLC an assignment fee at the close of escrow.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

EACH OF THE UNDERSIGNED STATES THAT EACH HAS READ THE FOREGOING INSTRUCTIONS UNDERSTANDS THEM AND ACKNOWLEDGES RECEIPT OF A COPY OF THESE INSTRUCTIONS.

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-8292

Dattal v. Precision Assets et al
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WFG National Title Insurance Company
a Williston Financial Group company

SUPPLEMENTAL ESCROW INSTRUCTIONS
HOLDBACK OF FUNDS

[redacted]

Property to be vacated by 04/30/19.
If subject property is not vacated by said date a per diem of $100 a day will be deducted from the $5,000.00 holdback until property is vacant.

In the event the forgoing conditions to disbursement have not been satisfied on or before 4/30/19, as determined by Escrow Agent, Escrow Agent, in its sole and absolute discretion shall have the right to deliver the funds held to the real estate agent representing the Seller or Escrow Agent shall have the right to interplead and deliver the Holdback to a Nevada court in accordance with the interpleader statutes of the State of Nevada.

Escrow Agent shall not be held liable for any bill or group of bills presented individually or collectively in excess of the amount held. In the event funds held total less than the bills presented, pay entire amount held and notify parties hereto that amounts held were not sufficient to satisfy bills presented. Any amounts remaining due will be the responsibility of the parties hereto and shall not be the responsibility of the Escrow Agent.

Upon disbursements of funds this escrow shall terminate. Any modification(s) of these instructions shall be given mutually by the undersigned in writing and Escrow Agent is specifically instructed that only such mutual instructions are to be recognized.

If these Instructions or any matter relating hereto shall become the subject of any litigation or controversy, the Parties shall jointly and severally indemnify, defend (with counsel satisfactory to Escrow Agent) and hold Escrow Agent free and harmless from any loss, claim, suit, or expense, including attorneys' fees, that may be suffered by it by reason thereof, other than as a result of Escrow Agent's breach of these instructions, negligence or willful misconduct.

Escrow Agent shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, or as to the identity, authority or rights of any person executing such instrument. It is agreed that the duties of Escrow Agent are purely ministerial in nature, and that Escrow Agent's duties hereunder shall be limited to the safekeeping of the Holdback and documents received by it, and for their disposition in accordance with the terms of these Instructions. Escrow Agent may seek the advice of independent legal counsel in the event of any dispute or question as to the construction of any of the provisions of these Instructions or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken or suffered by it, except for Escrow Agent's negligence or willful misconduct.

These instructions may be executed in counterparts, each of which shall be deemed an original, regardless of the date of execution and delivery. All such counterparts shall constitute one and the same document.

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Seller: **Date:** _____

_____
Eustachius Bursey

Buyer: Date: 4/24/19

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-8292

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WFG National Title Insurance Company
a Wilbston Financial Group company

[redacted]

MAILING ADDRESS INFORMATION:

☐ Property: 50 Sacramento Drive, Las Vegas, NV 89110

☒ Other: 6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

Daytime Phone Number: _____

Cell Phone Number _____

Email Address: _____

Date: _____

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**

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

WFG National Title Insurance Company
a Williston Financial Group company

ESCROW DISCLOSURE
FUNCTION OF ESCROW AGENT

Escrow No.: 19-274856
Buyer: Precision Assets, LLC
Seller: Eustachius Bursey
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110

THIS DISCLAIMER STATEMENT IS HEREBY MADE A PART OF THE THOSE CERTAIN INSTRUCTIONS TO ESCROW EXECUTED BY THE UNDERSIGNED PARTIES IN REGARDS TO THE ABOVE REFRENCED ESCROW NUMBER.

The undersigned parties acknowledge that WFG National Title Insurance Company is acting as the "Escrow Agent" for this transaction and that the Escrow Agent's function is to be a disinterested third party taking mutual instructions from the parties to a transaction for preparation of documentation to complete the parties' prior agreements.

The Escrow Agent is ***NOT AN ATTORNEY*** and ***CANNOT ADVISE*** the parties as to any legal, business regulations or tax consequences of any provision of any document and/or instrument set forth or prepared in connection with this transaction. The undersigned have read and understand each document to which we have affixed our signatures and have authorized and instructed Escrow Agent in the manner in which any blanks remaining in said form are to be completed.

The undersigned hereby certify that we have received a sufficient explanation form Escrow Agent as to any question we may have had pertaining to the Escrow Instruction(s) or the Escrow Agent's role in this transaction We understand that the subject escrow shall close in accordance with the matters set forth in the Escrow Instructions we have executed.

The undersigned hereby acknowledge and agree to hold WFG National Title Insurance Company, its employees and agents, and designated underwriter, harmless from any loss or damage that may be suffered by Buyer by reason of Buyer's failure to comply with the provisions of the Foreign Investment in Real Property Tax Act.

It is expressly understood by the undersigned that the documents recorded in this transaction will be a matter of public record at the close of escrow, thereby disclosing transfer of title of the subject property.

[redacted]

By _____ Date: 7/16/19

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-8292

Dattal v. Precision Assets et al
Case # 84762
PRECISION0257
Page 1508 of 2046

WFG National Title Insurance Company
a Williston Financial Group company

PRELIMINARY REPORT APPROVAL

Escrow No : 19-274856
Buyer: Precision Assets, LLC
Seller: Eustachius Bursey
Property Address: 50 Sacramento Drive, Las Vegas, NV 89110
Escrow Officer: Jenine Santos

To: WFG National Title Insurance Company, ("Escrow Agent")

The undersigned have received, read and approved that certain Preliminary Report of Title issued by WFG National Title Insurance Company under the above referenced escrow number, and dated March 19, 2019, a copy of which is attached hereto and made a part thereof.

I/We have specifically read and acknowledged the legal description, title vesting, and all items shown as exceptions in said report and the coverage afforded by the contemplated policy of title insurance to be issued at the close of escrow

7450 Arroyo Crossing Parkway, Suite 270, Las Vegas, NV 89113
(702) 777-8292

WFG National Title Insurance Company
a Williston Financial Group company

7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone (702) 777-8292 Fax

WFG National Title Insurance Company
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Attn: Jenine Santos

Date Prepared: April 8, 2019

PRELIMINARY REPORT

DATE: 4/12-19
RECEIVED BY:

Order Number: **19-274856**
Escrow Officer: **Jenine Santos**

[redacted]

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

This report is for the exclusive use of the person to whom it is addressed. Title insurance is conditioned on recordation of satisfactory instruments that establish the interests of the parties to be insured; until such recordation, the Company may cancel or revise this report for any reason.

Tami Miramontes
Title Officer
tmiramontes@wfgnationaltitle.com

Dattal v. Precision Assets et al
Case # 84762
PRECISION0259
Page 1510 of 2046

SCHEDULE A

1. The effective date of this preliminary title report is **8:00 A.M.** on **March 19, 2019**.

2. The policies and endorsements to be insured and the related charges are:

   ALTA® HomeOwner's Policy (12-02-13) **Amount:** **$95,000.00**
   Proposed Insured: **HCO Residential, LLC**

3. The estate or interest in the land hereinafter described or referred to covered by this report is:

   Fee Simple

4. Title to said estate or interest at the date hereof is vested in:

   John Dattala

5. The land referred to in this report is situated in the County of Clark, State of Nevada and is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dattal v. Precision Assets et al
Case # 84762
PRECISION0260
Page 1511 of 2046

EXHIBIT "A"

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

Situate in the County of Clark, State of Nevada.

Assessor's Parcel No.: 140-31-817-043

Dattal v. Precision Assets et al
Case # 84762
PRECISION0261
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SCHEDULE B

GENERAL EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.

6. Any lien, or right to a lien, for services, labor, material or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.

   NOTE: If the ALTA Homeowners Policy and/or an ALTA Extended Loan Policy is requested by the insured, the Exceptions listed above as 1 through 6 will not be shown.

SPECIAL EXCEPTIONS

1. Water rights, claims or title to water, whether or not the matters excepted are shown by the public records.

2. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded April 27, 1914, as Book 3, Page 6413, of Official Records.

3. Easements and Dedications as indicated or delineated on the Plat of said subdivision on file in Book 7 of Plats, Page 5, of Official Records.

4. Covenants, conditions and restrictions and easements, if any, (but deleting any covenants, conditions, or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 3604 ©), in Declarations of Restrictions:

   Recorded: April 19, 1962 in Book 355 as Instrument No. 286709 of Official Records.

   Said instrument, which in part, contains or provides the following:

   a) A provision that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value.

5. Taxes and charges, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:
   Tax Year: 2019
   Tax Type: County
   Tax ID No.: 140-31-817-043

Dattal v. Precision Assets et al
Case # 84762
PRECISION0262
Page 1513 of 2646

Taxing Entity:	Clark County Treasurer
Total Annual Tax:	$463.43
First Installment:	$117.66
First Installment Status:	Paid
First Installment Due/Paid Date:	August 20, 2018
First Installment Delinquent Date:	August 30, 2018
Second Installment:	$115.85
Second Installment Status:	Paid
Second Installment Due/Paid Date:	October 1, 2018
Second Installment Delinquent Date:	October 11, 2018
Third Installment:	$115.85
Third Installment Status:	Paid
Third Installment Due/Paid Date:	January 7, 2019
Third Installment Delinquent Date:	January 17, 2019
Fourth Installment:	$115.85
Fourth Installment Status:	Paid
Fourth Installment Due/Paid Date:	March 4, 2019
Fourth Installment Delinquent Date:	March 14, 2019
Notes:	View Taxes

6. Any possible delinquent or outstanding municipal city liens or assessments for contract service provided to said land by reason of being located within the incorporated boundaries of Las Vegas, Nevada, which is subjects the same to its city charter and mandatory rules and regulations.

7. The herein described property lies within the boundaries of the Clark County Sanitation District, and is subject to any and all fees that may be due it.

8. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the Nevada Revised Statutes.

9. Deed of Trust and the terms and conditions thereof:

Grantor:	Eustachius Cornelius Bursey
Trustee:	John Dattala
Lender/Beneficiary:	John Dattala
Original Amount:	$150,000.00
Dated:	June 3, 2018
Recorded:	August 2, 2018
Recording No.:	20180802-0002960

10. The rights of Eustachius Cornelius Bursey, in and to the within property, as disclosed by Deed of Trust, recorded on August 2, 2018, in Book 20180802-, Instrument 002960, of Official Records.

11. PROPER SHOWING as to the marital status of Eustachius Cornelius Bursey and, if married, RECORDATION of a proper instrument divesting the interest of the spouse.

    NOTE: The right is reserved to make additional exceptions/requirements upon disclosure of the name(s) of the spouse of the proposed insured, if married.

12. PROPER SHOWING as to the marital status of John Dattala and, if married, RECORDATION of a proper instrument divesting the interest of the spouse.

    NOTE: The right is reserved to make additional exceptions/requirements upon disclosure of the name(s) of the spouse of the proposed insured, if married.

13. The company requires for its review satisfactory copy of the Articles of Organization, the Operating Agreement and the regulations of HCO Residential LLC, a Limited Liability Company, any amendment thereof, a Certificate of Good Standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.

Dattal v. Precision Assets et al
Case # 84762
PRECISION0263
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END OF SCHEDULE B

NOTES AND REQUIREMENTS

LENDER'S NOTE: There is located on said land a Single Family Residence purportedly known as 50 Sacramento Drive, Las Vegas, NV 89110

NOTE: The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this commitment:

None of Record

END OF NOTES AND REQUIREMENTS

Your Escrow Officer
Jenine Santos
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, NV 89113
Phone: (702) 777-8292
Fax:
Email: jenine santos@wfgnationaltitle.com

Your Title Officer
Tami Miramontes
330 S Rampart Blvd, Suite 350
Las Vegas, NV 89145
Phone: (702) 728-5295
Fax: (702) 875-4823
Email: tmiramontes@wfgnationaltitle.com

Dattal v. Precision Assets et al
Case # 84762
PRECISION0264
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Inst #: 20201123-0001698
Fees: $42.00
RPTT: $0.00 Ex #: 003
11/23/2020 12:33:08 PM
Receipt #: 4301922
Requestor:
WFG National Title Compan
Recorded By: CHERIE Pgs: 7
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN#: **140-31-817-043**
Escrow No. **19-274856**

MAIL TAX STATEMENT TO AND WHEN RECORDED RETURN TO:

PRECISION ASSETS, LLC, A NEVADA CORPORATION
6700 PARADISE RD.
STE. A-1
LAS VEGAS, NV 89119

Re-Record Grant Bargain Sale Deed to Correct Buyer's Vesting

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

Inst #: 20190415-0002065
Fees: $40.00
RPTT: $484.50 Ex #:
04/15/2019 12:08:05 PM
Receipt #: 3683836
Requestor:
WFG NATIONAL TITLE COMPAN
Recorded By: GYOUNG Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN#: **140-31-817-043**
Escrow No. **19-274856**

MAIL TAX STATEMENT TO AND WHEN RECORDED RETURN TO:
Precision Assets, LLC
6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

GRANT, BARGAIN, SALE DEED

R.P.T.T. **$484.50**

THIS INDENTURE WITNESSETH: That

Eustachius C. Bursey, an unmarried individual

for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to

Precision Assets, LLC, ~~**a Nevada Limited Liability Company**~~ MJ A Nevada Corporation

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO:
1. Taxes for the fiscal year 2018/19.
2. Rights of way, reservations restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dattal v. Precision Assets et al
Case # 84762
ACRY 000031
Page 1517 of 2046

WITNESS my hand this 12th day of April, 2019.

E. C. By
Eustachius Bursey
C.

Eustachius C Bursey

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 12th day of April, 2019 by Eustachius Bursey.
C

Notary Public for Nevada
My Commission Expires: 6/26/21

JENINE A. SANTOS
Notary Public-State of Nevada
APPT. NO. 10-1946-1
My Appt. Expires 06-26-2021

EXHIBIT "A"
LEGAL DESCRIPTION

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

APN: 140-31-817-043

Dattal v. Precision Assets et al
Case # 84762
ACRY 000033
Page 1519 of 2046

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 # N/A
   b. Explain Reason for Exemption: N/A

5. Partial Interest: Percentage being transferred: **100** %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature E.C.B **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

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 # N/A
   b. Explain Reason for Exemption: N/A

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	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

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: **$0.00**
   Deed in Lieu of Foreclosure Only (value of property) **( )**
   Transfer Tax Value: **$0.00**
   Real Property Transfer Tax Due: **Exempt**

4. If Exemption Claimed:
   a. Transfer Tax Exemption per NRS 375.090, Section # **3**
   b. Explain Reason for Exemption: **Re-Record GBSD Instr# 20190415-0002065 To Correct Buyer's Vesting**

5. Partial Interest: Percentage being transferred: **100** **%**

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ **Capacity** **Escrow Officer**

Signature _____ **Capacity** **Grantee**

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: **Eustachius C. Bursey**	Print Name: **Precision Assets, LLC, a Nevada Corporation**
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

Inst #: 20210212-0002883
Fees: $42.00
RPTT: $0.00 Ex #: 003
02/12/2021 11:22:34 AM
Receipt #: 4402986
Requestor:
WFG National Title Compan
Recorded By: HAMMV Pgs: 9
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN#: 140-31-817-043
Escrow No. 19-274856

MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:

PRECISION ASSETS A NEVEADA
CORPORATION
410 S. Rampart Blvd.
#390
LAS VEGAS, NV 89145

Re-Record Grant Bargain Sale Deed to Correct Buyer's Vesting

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

Inst #: 20201123-0001698
Fees: $42.00
RPTT: $0.00 Ex #: 003
11/23/2020 12:33:08 PM
Receipt #: 4301922
Requestor:
WFG National Title Compan
Recorded By: CHERIE Pgs: 7
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN#: **140-31-817-043**
Escrow No. **19-274856**

MAIL TAX STATEMENT TO AND WHEN RECORDED RETURN TO:

PRECISION ASSETS, ~~LLC,~~ A NEVADA CORPORATION
6700 PARADISE RD.
STE. A-1
LAS VEGAS, NV 89119

Re-Record Grant Bargain Sale Deed to Correct Buyer's Vesting

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

Inst #: 20190415-0002065
Fees: $40.00
RPTT: $484.50 Ex #:
04/15/2019 12:08:05 PM
Receipt #: 3683836
Requestor:
WFG NATIONAL TITLE COMPAN
Recorded By: GYOUNG Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN#: **140-31-817-043**
Escrow No. **19-274856**

MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:
Precision Assets, LLC
6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

GRANT, BARGAIN, SALE DEED

R.P.T.T. **$484.50**

THIS INDENTURE WITNESSETH: That

Eustachius C. Bursey, an unmarried individual

for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to a Nevada Corporation

Precision Assets, ~~LLC, a Nevada Limited Liability Company~~ MT, A Nevada Corporation

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO:
1. Taxes for the fiscal year 2018/19.
2. Rights of way, reservations restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dattal v. Precision Assets et al
Case # 84762
PRECISION0587
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WITNESS my hand this 12th day of April, 2019.

E. C. By
Eustachius Bursey
C.
Eustachius C Bursey

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 12th day of April, 2019 by Eustachius Bursey.
C E

Notary Public for Nevada
My Commission Expires: 6/26/21

JENINE A. SANTOS
Notary Public-State of Nevada
APPT. NO. 10-1946-1
My Appt. Expires 06-26-2021

EXHIBIT "A"
LEGAL DESCRIPTION

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

APN: 140-31-817-043

Dattal v. Precision Assets et al
Case # 84762
RECORDON0589
Page 1527 of 2046

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 # N/A
   b. Explain Reason for Exemption: N/A

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature E.C. Bursey Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: 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

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 # N/A
   b. Explain Reason for Exemption: N/A

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	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

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: **$0.00**
   Deed in Lieu of Foreclosure Only (value of property) **( )**
   Transfer Tax Value: **$0.00**
   Real Property Transfer Tax Due: **Exempt**

4. If Exemption Claimed:
   a. Transfer Tax Exemption per NRS 375.090, Section # **3**
   b. Explain Reason for Exemption: **Re-Record GBSD Instr# 20190415-0002065 To Correct Buyer's Vesting**

5. Partial Interest: Percentage being transferred: **100** %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ **Capacity** **Escrow Officer**

Signature _____ **Capacity** **Grantee**

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: **Eustachius C. Bursey**	Print Name: **Precision Assets, LLC, a Nevada Corporation**
Address: **50 Sacramento Drive**	Address: **6700 Paradise Rd., Ste. A-1**
City: **Las Vegas**	City: **Las Vegas**
State: **Nevada** Zip: **89110**	State: **Nevada** Zip: **89119**

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer)

Print Name: **WFG National Title Insurance Company** Escrow #: **19-274856**
Address: **7450 Arroyo Crossing Parkway, Suite 270**
City: **Las Vegas** State: **NV** Zip: **89113**

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)
   a) **140-31-817-043**
   b) _____
   c) _____
   d) _____

2. Type of Property:
   a) ☐ Vacant Land b) ☒ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   ☐ Other

FOR RECORDER'S OPTIONAL USE ONLY
Book:_____ Page:_____
Date of Recording:_____
Notes:

3. Total Value/Sales Price of Property: $ _____
   Deed in Lieu of Foreclosure Only (value of property) (_____)
   Transfer Tax Value: $ _____
   Real Property Transfer Tax Due: $ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section # **3**

b. Explain Reason for Exemption: **Re-Record Grant deed to Correct Buyer's Vesting**

5. Partial Interest: Percentage being transferred: **100** %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ **Capacity** **Agent**

Signature _____ **Capacity** **Grantee**

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: **Eustachius C. Bursey**	Print Name: **Precision Assets, a Nevada Corporation**
Address: **50 Sacramento Drive**	Address: **410 S. Rampart Blvd #390**
City: **Las Vegas**	City: **Las Vegas**
State: **Nevada** Zip: **89110**	State: **Nevada** Zip: **89145**

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer)

Print Name: **WFG National Title Insurance Company** Escrow #: **19-274856**

Address: **7450 Arroyo Crossing Parkway, Suite 270**

City: **Las Vegas** State: **NV** Zip: **89113**

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

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Steven D. Grierson
CLERK OF THE COURT

NJUD
BENJAMIN B. CHILDS, Sr ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 385 1847
ben@benchilds.com
Attorney for Plaintiff
JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE COMPANY and
JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

==========

AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA

Take notice that FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA was filed on October 15, 2021. A copy of said JUDGMENT is attached.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

CERTIFICATE OF SERVICE

This NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA, with attachment, was served through the Odyssey File and Serve system to all counsel and to Eustachius Bursey at his email address ebursey87@icloud.com and to Lillian Medina at her email address imnotaryagent@yahoo.com on filing. Electronic service is in lieu of mailing for the attorneys.

Case Number: A-19-794335-C

On October 15, 2021 I served a copy of this NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA, with attachment, 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:

EUSTACHIUS BURSEY
1658 Glynn Court
Detroit, MI 48206

LILLIAN MEDINA
818 S. 7th St # 4
Las Vegas, NV 89101

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

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10/15/2021 3:11 PM
CLERK OF THE COURT

FFCL
BENJAMIN B. CHILDS, Sr ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 385 1847
ben@benchilds.com
Attorney for Plaintiff
JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE COMPANY and
JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

==========

AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

Trial : October 13, 2021

FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA

The Court enters the following Findings of Fact, Conclusions of Law and Judgment after the jury pool was dismissed and a prove up hearing conducted on October 13, 2021.

FINDINGS OF FACT

Calendar call was held at 2:00 PM on September 23, 2021.

Trial was scheduled beginning with jury selection at 11:00 AM on October 13, 2021.

All parties, though their attorneys, or directly in the case of EUSTACHIUS C. BURSEY [Bursey herein], were informed of the court hearing dates, including the date and time of calendar call and the date and time when trial was scheduled to begin.

Bursey has not participated in the case for many months, including failing to file a pretrial memorandum, failing to appear at calendar call and failing to appear for jury selection to

Case Number: A-19-794335-C

begin the trial. Additionally, Bursey did not file an answer to the Second Amended Complaint [SAC] which was filed and served on January 31, 2021.

LILLIAN MEDINA [Medina herein] has not participated in the case for many months, including failing to file a pretrial memorandum, failing to appear at calendar call and failing to appear for jury selection to being the trial.

JOHN DATTALA [Dattala herein] has participated fully in the case from the beginning, timely filed a pretrial memorandum after meeting and conferring with the other participating parties, appeared in person and with his attorney Benjamin B. Childs at calendar call, and appeared for jury selection to begin the trial with his attorney.

The paragraphs of the SAC that directly address Bursey, which paragraphs have not been denied and are therefore admitted, are set forth below. These now are established facts based not only on the fact that Bursey has not denied them but also based the sworn testimony of Dattala to the Court on October 13, 2021 and the documentary exhibits admitted into evidence on October 13, 2021.

3. Defendant EUSTACHIUS C. BURSEY [Bursey] at all times relevant to the transactions described herein was a resident of Las Vegas, Clark County, Nevada. Bursey is now a resident of Detroit, Wayne County, Michigan.

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

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.

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.

Property	Amount Received $	Purchase Amount $	DOV [1] Amount $
50 Sacramento	5,000 + 14,443 payments on Deed of Trust	150,000	73,540
59 Sacramento	10,000	220,000	79,091
Total	29,443[2]	370,000	152,263

44. Based on the purchase contracts drafted by Bursey, Dattala should have received a total of $370,000 for the 50 Sacramento and the 59 Sacramento Properties, but instead received $10,000 in earnest money down payments and $4,467 principal and $9,976 interest. Dattala should have received a total of $152,263 based on the Declaration of Value forms for the 50 Sacramento and the 59 Sacramento Properties, which statements are made "under penalty of perjury" , executed by Bursey, or Bursey's agent, attached to the recorded Quitclaim Deeds.

45. As to the 50 Sacramento Property, Bursey immediately transferred his interest to Precision Assets, LLC by Grant, Bargain and Sale deed recorded April 15, 2019, purportedly for $95,000.

47. As to the 59 Sacramento Property, Bursey immediately transferred his

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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

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.

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.

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.

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.

The Court finds that an appropriate sanction for Medina's failure to participate in the case as summarized above, pursuant to EDCR 2.67 and EDCR 2.69, is striking of Medina's answer, entry of default and entry of default judgment. The paragraphs of the SAC that directly address Medina set forth below are deemed admitted. These now are established facts based not only on the fact that Medina's answer has been stricken, but also based the sworn testimony of Dattala to the Court on October 13, 2021 and the documentary exhibits admitted into evidence on October 13, 2021.

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.

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.

61. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

62. The forged Affidavits of Grantor described in Paragraph 30 above are evidence of the concert of action between Bursey and Medina.

63. Bursey and Medina engaged in concerted action to allow Bursey to sell the 50 Sacramento Property and the 59 Sacramento Property using an escrow and title insurance as described above.

64. The concerted action engaged in by Bursey and Medina was intended to accomplish an unlawful objective for the purpose of harming Plaintiff.

65. Plaintiff was damaged by the act or acts of Bursey and Medina and Plaintiff has suffered and will suffer general and consequential damages in excess of fifteen thousand dollars ($15,000), exclusive of costs and interest, in an amount to be determined according to proof adduced at trial.

66. Plaintiff has further been required to retain the services of an attorney to prosecute this action on its behalf, and as such are entitled to attorney's fees and costs incurred in prosecuting this matter.

67. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

68. NRS 240.120(1)(d) imposes a specific duty on a notary.

NRS 240.120 Journal of notarial acts: Duty to maintain; contents; verification based upon credible witness; copy of entry; storage; period of retention; report of loss or theft; exceptions.

1. 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.

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.

Dattala pled causes of action against Bursey in the SAC for Fraudulent Conveyance, Civil Conspiracy, and RICO pursuant to NRS 240.175.

Dattala has proven all the elements of each cause of action pled in the SAC against Bursey.

Dattala pled causes of action against Medina in the SAC for Civil Conspiracy, Negligence per se and RICO pursuant to NRS 240.175.

Dattala has proven all the elements of each cause of action pled in the SAC against Medina.

Dattala proved he incurred monetary damages caused by Bursey and Medina in the amount of $355,533.

Dattala affirmatively waived his right to seek an award of attorney fees and costs incurred in prosecuting this matter against Bursey.

Dattala affirmatively waived his right to seek an award of attorney fees and costs incurred in prosecuting this matter against Medina.

The Court expressly determines that there is no just reason for delay in entering final judgment in favor of Dattala against Bursey.

The Court expressly determines that there is no just reason for delay in entering final judgment in favor of Dattala against Medina.

CONCLUSIONS OF LAW

Eighth Judicial District Court Rule [EDCR herein] 2.67(a) requires a meeting of counsel before calendar call and "[t]he attorneys must then prepare a joint pretrial memorandum which must be served and filed not less than 15 days before the date set for trial."

EDCR 2.67 (c) states as follows :

When a party is not represented by an attorney the party must comply

with this rule. Should the designated trial attorney or any party in proper person fail to comply, a judgment of dismissal or default or other appropriate judgment may be entered or other sanctions imposed.

EDCR 2.69 (c) states as follows :

(c) Failure of trial counsel to attend calendar call and/or failure to submit required materials shall result in any of the following which are to be ordered within the discretion of the court:

(1) Dismissal of the action.
(2) Default judgment.
(3) Monetary sanctions.
(4) Vacation of trial date.
(5) Any other appropriate remedy or sanction.

The Court has jurisdiction over the parties and the Subject Properties described in the SAC.

Venue is proper as the causes of action arose in Clark County, Nevada and the Subject Properties at issue are located in Clark County, Nevada.

The elements of each cause of action are addressed in turn.

A. FRAUDULENT CONVEYANCE

Nevada's Fraudulent Conveyance statute is set forth in NRS Chapter 112. The most relevant statute for purposes of this motion is NRS 112.180, set forth below.

NRS 112.180 Transfer made or obligation incurred with intent to defraud or without receiving reasonably equivalent value; determination of intent.

1. A transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation:

(a) With actual intent to hinder, delay or defraud any creditor of the debtor; or

(b) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor:

(1) Was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(2) Intended to incur, or believed or reasonably should

have believed that the debtor would incur, debts beyond his or her ability to pay as they became due.

2. In determining actual intent under paragraph (a) of subsection 1, consideration may be given, among other factors, to whether:

(a) The transfer or obligation was to an insider;
(b) The debtor retained possession or control of the property transferred after the transfer;
(c) The transfer or obligation was disclosed or concealed;
(d) Before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit;
(e) The transfer was of substantially all the debtor's assets;
(f) The debtor absconded;
(g) The debtor removed or concealed assets;
(h) The value of the consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred;
(i) The debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred;
(j) The transfer occurred shortly before or shortly after a substantial debt was incurred; and
(k) The debtor transferred the essential assets of the business to a lienor who transferred the assets to an insider of the debtor.

B. CIVIL CONSPIRACY

To prevail in a civil conspiracy action, a plaintiff must prove an agreement between the tortfeasors, whether explicit or tacit.. See Eikelberger v. Tolotti, 96 Nev. 525, 528 n.1, 611 P.2d 1086, 1088 n.1 (1980)

Consolidated Generator v. Cummins Engine, 114 Nev. 1304, 1311, 971 P.2d 1251, 1258 (1998) sets forth the elements of civil conspiracy.

> An actionable civil conspiracy "consists of a combination of two or more persons who, by some concerted action, intend to accomplish an unlawful objective for the purpose of harming another, and damage results from the act or acts." Hilton Hotels v. Butch Lewis Productions, 109 Nev. 1043, 1048, 862 P.2d 1207, 1210 (1993) (citing Sutherland v. Gross, 105 Nev. 192, 196, 772 P.2d 1287, 1290 (1989)).

C. RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT aka RICO

Civil RICO is a statutory cause of action, as set forth below.

NRS 207.360 "Crime related to racketeering" defined. "Crime related to racketeering" means the commission of, attempt to commit or conspiracy to commit any of the following crimes:

9. Taking property from another under circumstances not amounting to robbery;
13. Forgery, including, without limitation, forgery of a credit card or debit card in violation of NRS 205.740;
28. Obtaining possession of money or property valued at $650 or more, or obtaining a signature by means of false pretenses;
29. Perjury or subornation of perjury;
30. Offering false evidence;
35. Any violation of NRS 205.377 [statutory definition set forth below]

NRS 205.377 - Multiple transactions involving fraud or deceit in course of enterprise or occupation; penalty.

1. A person shall not, in the course of an enterprise or occupation, knowingly and with the intent to defraud, engage in an act, practice or course of business or employ a device, scheme or artifice which operates or would operate as a fraud or deceit upon a person by means of a false representation or omission of a material fact that:
   (a) The person knows to be false or omitted;
   (b) The person intends another to rely on; and
   (c) Results in a loss to any person who relied on the false representation or omission,

in at least two transactions that have the same or similar pattern, intents, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated incidents within 4 years and in which the aggregate loss or intended loss is more than $650.
2. Each act which violates subsection 1 constitutes a separate offense.
3. A person who violates subsection 1 is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 20 years, and may be further punished by a fine of not more than $10,000.
4. In addition to any other penalty, the court shall order a person who violates subsection 1 to pay restitution.
5. A violation of this section constitutes a deceptive trade practice for the

purposes of NRS 598.0903 to 598.0999, inclusive.
6. As used in this section, "enterprise" has the meaning ascribed to it in NRS 207.380.

NRS 207.380 "Enterprise" includes:

1. Any natural person ...

NRS 207.390 "Racketeering activity" defined. "Racketeering activity" means engaging in at least two crimes related to racketeering that have the same or similar pattern, intents, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated incidents, if at least one of the incidents occurred after July 1, 1983, and the last of the incidents occurred within 5 years after a prior commission of a crime related to racketeering.

NRS 207.470 authorizes this civil action for damages resulting from racketeering, venue is proper, and Plaintiff is entitled to triple damages.

NRS 207.470 Civil actions for damages resulting from racketeering.

1. Any person who is injured in his or her business or property by reason of any violation of NRS 207.400 **has a cause of action against a person causing such injury for three times the actual damages sustained. An injured person may also recover attorney's fees in the trial** and appellate courts and costs of investigation and litigation reasonably incurred. The defendant or any injured person in the action may demand a trial by jury in any civil action brought pursuant to this section. Any injured person has a claim to forfeited property or the proceeds derived therefrom and this claim is superior to any claim the State may have to the same property or proceeds if the injured person's claim is asserted before a final decree is issued which grants forfeiture of the property or proceeds to the State.

2. A final judgment or decree rendered in favor of the State in any criminal proceeding under NRS 205.322 or 207.400 estops the defendant in any subsequent civil action or proceeding from denying the essential allegations of the criminal offense.

3. Any civil action or proceeding under this section must be instituted in the district court of the State in the county in which the prospective defendant resides or has committed any act which subjects him or her to criminal or civil liability under this section or NRS 205.322, 207.400 or 207.460.

4. Any civil remedy provided pursuant to this section is not exclusive of any other available remedy or penalty.

D. NEGLIGENCE PER SE

Atkinson v. MGM Grand Hotel, Inc., 120 Nev. 639, 641, 98 P.3d 678, 679 (2004); Gordon v. Hurtado, 96 Nev. 375, 609 P.2d 327 (1980) holds that the violation of a statute constitutes negligence per se if (1) the injured party belongs to the class of individuals the statue was intended to protect, and (2) the injury suffered is the type the statute was intended to prevent.

ENTRY OF FINAL JUDGMENT AUTHORIZED IF COURT EXPRESSLY DETERMINES THAT THERE IS NO JUST REASON FOR DELAY.

NRCP 54(b) states, in relevant part, as follows :

> (b) Judgment on Multiple Claims or Involving Multiple Parties. 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.

JUDGMENT

Good cause appearing based on the Findings of Facts and Conclusions of Law set forth above, Judgment is entered as set forth below.

1. Compensatory damages in the amount of $355,533 [Three Hundred and Fifty-Five Thousand, Five Hundred and Thirty-Three dollars] is a judgment in favor of JOHN DATTALA and against both EUSTACHIUS C. BURSEY and LILLIAN MEDINA, jointly and severally.

2. Pursuant to NRS 207.470 (1), Dattala is awarded three times the actual damages he sustained due to, and caused by, Bursey and Medina's actions. Three times $355,533 is $1,066,599. Thus, John Dattala is awarded an additional judgment in the amount of $1,066,599 [One Million, Sixty-Six Thousand, Five Hundred and Ninety-Nine dollars], which amount is a judgment in favor of John Dattala against both EUSTACHIUS C. BURSEY and LILLIAN MEDINA, jointly and severally.

3. Dattala affirmatively waived his right for an award of attorney fees and costs against both Bursey and Medina, and so none are awarded.

4. Pursuant to NRCP 54(b), this is certified as a final, appealable judgment.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated this 15th day of October, 2021

1B8 434 6AA1 A180
Adriana Escobar
District Court Judge

Respectfully Drafted and Submitted by :

/s/ Benjamin B. Childs
BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
Attorney for Plaintiff
JOHN DATTALA

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 10/15/2021

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DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA Plaintiff vs. EUSTACHIUS C. BURSEY and PRECISION ASSETS and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X Defendants ========== AND RELATED ACTIONS ==========	Case # A-19-794335-C Dept # 14 HEARING : 11/16/2021 10:00 AM

SUPPLEMENT TO
DATTALA'S MOTION FOR RECONSIDERATION

Plaintiff JOHN DATTALA [Dattala] supplements his Motion for Reconsideration [the Motion] of the decision on Precision Assets' motion for summary judgment against himself and the resultant decision to cancel the Lis Pendens' recorded by Dattala against 50 Sacramento and 59 Sacramento. The decisions were announced from the bench on September 28, 2021.

On October 15, 2021, FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA [FFCL] was filed, which contains express findings as set forth below. [Exhibit 3] The FFCL are another reason for reconsideration of the summary judgment decision and other decision which is the subject of the Motion.

Case Number: A-19-794335-C

FACTS ESTABLISHED IN THE FFCL

From the FFCL, the following are now factual findings. The most relevant findings for purposes of the Motion are in **bold**.

3. Defendant EUSTACHIUS C. BURSEY [Bursey] at all times relevant to the transactions described herein was a resident of Las Vegas, Clark County, Nevada. Bursey is now a resident of Detroit, Wayne County, Michigan.

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

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.

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.

Property	Amount Received $	Purchase Amount $	DOV [1] Amount $
50 Sacramento	5,000 + 14,443 payments on Deed of Trust	150,000	73,540
59 Sacramento	10,000	220,000	79,091
Total	29,443[2]	370,000	152,263

44. Based on the purchase contracts drafted by Bursey, Dattala should have received a total of $370,000 for the 50 Sacramento and the 59 Sacramento Properties, but instead received $10,000 in earnest money down payments and $4,467 principal and $9,976 interest.

Dattala should have received a total of $152,263 based on the Declaration of Value forms for the 50 Sacramento and the 59 Sacramento Properties, which statements are made "under penalty of perjury" , executed by Bursey, or Bursey's agent, attached to the recorded Quitclaim Deeds.

45. As to the 50 Sacramento Property, Bursey immediately transferred his interest to Precision Assets, LLC by Grant, Bargain and Sale deed recorded April 15, 2019, purportedly for $95,000.

47. As to the 59 Sacramento Property, Bursey immediately transferred his interest to Precision Assets by Grant, Bargain and

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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

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.

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.

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.

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.

DISCUSSION

Precision Assets' motion for summary judgment and its motion to cancel the lis pendens' recorded by Dattala against the 50 Sacramento and 59 Sacramento properties were both granted from the bench at the hearing on September 28, 2021.

Dattala's legal rights were changed by the decisions on the Motions in Limine, as set forth in the Motion. Those decisions were received on October 8, 2021 in the form of a minute order. The Motion was filed literally within 24 hours of receipt of the minute order due to the impending jury trial which is scheduled to begin on October 18, 2021. That time factor has been alleviated as the trial as to Bursey and Medina was concluded and the remaining trial issues were continued to the February, 2022 trial stack.

As discussed in the Motion, the two decisions on Precision Assets' motion for summary judgment and its motion to cancel the lis pendens' are not legally consistent with the decisions on the motions in limine discussed above for several reasons. Now, there are final findings about how Bursey recorded false documents and then covered up his crime through more criminal activity involving a willing notary public, Lillian Medina [Medina]. Medina herself engaged in ongoing criminal activity to defraud Dattala.

Further, the authenticity of documents has now been determined. The following documents are all fraudulent, false and/or forged.

Quitclaim Deed to 50 Sacramento recorded April 8, 2019. [Exhibit 3, 5:27-31, Paragraph 27 and 6:21-25, Paragraph 41]

Deed of Full Reconveyance recorded April 8, 2019. [Exhibit 3, 5:32 - 6:6, Paragraph 28]

WFG National Title Insurance Company Affidavit of Grantor Escrow No: 19-282990 [Exhibit 3, 6:13-18, Paragraph 30]

> Page 96 of Lillian Medina notary book, purporting to have Dattala's signature [Exhibit 3, 9:21, Paragraph 85]

Further, "Dattla was tricked and defrauded into signing the Quitclaim Deed for the 59 Sacramento Property to Bursey..." [Exhibit 3, 7:2-3, Paragraph 43]

The other facts set forth in the Motion are memorialized in the FFCL, signed by the Court and filed.

Given the above factual findings, which are final and have been signed by a judge and filed, under the following statutes Precision Assets has a void deed.

> NRS 111.025 - Conveyances void against purchasers are void against their heirs or assigns.
> Every conveyance, charge, instrument or proceeding declared to be void by the provisions of this chapter, as against purchasers, shall be equally void as against the heirs, successors, personal representatives or assigns of such purchasers.

> NRS 111.175 - Conveyances made to defraud prior or subsequent purchasers are void.
> Every conveyance of any estate, or interest in lands, or the rents and profits of lands, and every charge upon lands, or upon the rents and profits thereof, made and created with the intent to defraud prior or subsequent purchasers for a valuable consideration of the same lands, rents or profits, as against such purchasers, shall be void.

> NRS 111.340 - Certificate of acknowledgment and record may be rebutted.
> Neither the certificate of the acknowledgment nor of the proof of any conveyance or instrument, nor the record, nor the transcript of the record, of such conveyance or instrument, shall be conclusive, but the same may be rebutted.

CONCLUSION

Precision Assets cannot prevail in a quiet title cause of action. The facts are that it's seller obtained title by fraud.

Facts have been determined about title documents in Exhibit 3 which preclude summary judgment on the quiet title issues of the 50 Sacramento and the 59 Sacramento properties. The lis pendens issues are derivative in that if summary judgment is precluded, then cancellation of the lis pendens must be denied since the burden is much lower to retain the lis pendens.

Given the evidentiary impact of the now established facts set forth above, the Court must vacate the decisions announced from the bench on September 28, 2021 on Precision Assets' summary judgment motion regarding title to 50 Sacramento and to 59 Sacramento. Further, the decision canceling the lis pendens' recorded against those two properties, which decision was admittedly based on the summary judgment decision, must be rescinded

/s/ Benjamin B. Childs
BENJAMIN B. CHILDS, ESQ.
NEVADA BAR # 3946
Attorney for Plaintiff

CERTIFICATE OF SERVICE

This SUPPLEMENT TO MOTION FOR RECONSIDERATION, with Exhibit 3, was served through the Odyssey File and Serve system to opposing counsel. Electronic service is in lieu of mailing.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

EXHIBIT 3 EXHIBIT 3

EXHIBIT 3 EXHIBIT 3

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Steven D. Grierson
CLERK OF THE COURT

NJUD
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(702) 251 0000
Fax 385 1847
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Attorney for Plaintiff
JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE COMPANY and
JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

==========

AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA

Take notice that FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA was filed on October 15, 2021. A copy of said JUDGMENT is attached.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

CERTIFICATE OF SERVICE

This NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA, with attachment, was served through the Odyssey File and Serve system to all counsel and to Eustachius Bursey at his email address ebursey87@icloud.com and to Lillian Medina at her email address imnotaryagent@yahoo.com on filing. Electronic service is in lieu of mailing for the attorneys.

Case Number: A-19-794335-C

On October 15, 2021 I served a copy of this NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA, with attachment, 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:

EUSTACHIUS BURSEY
1658 Glynn Court
Detroit, MI 48206

LILLIAN MEDINA
818 S. 7th St # 4
Las Vegas, NV 89101

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

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10/15/2021 3:11 PM
CLERK OF THE COURT

FFCL
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Attorney for Plaintiff
JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE COMPANY and
JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

==========

AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

Trial : October 13, 2021

FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA

The Court enters the following Findings of Fact, Conclusions of Law and Judgment after the jury pool was dismissed and a prove up hearing conducted on October 13, 2021.

FINDINGS OF FACT

Calendar call was held at 2:00 PM on September 23, 2021.

Trial was scheduled beginning with jury selection at 11:00 AM on October 13, 2021.

All parties, though their attorneys, or directly in the case of EUSTACHIUS C. BURSEY [Bursey herein], were informed of the court hearing dates, including the date and time of calendar call and the date and time when trial was scheduled to begin.

Bursey has not participated in the case for many months, including failing to file a pretrial memorandum, failing to appear at calendar call and failing to appear for jury selection to

Case Number: A-19-794335-C

begin the trial. Additionally, Bursey did not file an answer to the Second Amended Complaint [SAC] which was filed and served on January 31, 2021.

LILLIAN MEDINA [Medina herein] has not participated in the case for many months, including failing to file a pretrial memorandum, failing to appear at calendar call and failing to appear for jury selection to being the trial.

JOHN DATTALA [Dattala herein] has participated fully in the case from the beginning, timely filed a pretrial memorandum after meeting and conferring with the other participating parties, appeared in person and with his attorney Benjamin B. Childs at calendar call, and appeared for jury selection to begin the trial with his attorney.

The paragraphs of the SAC that directly address Bursey, which paragraphs have not been denied and are therefore admitted, are set forth below. These now are established facts based not only on the fact that Bursey has not denied them but also based the sworn testimony of Dattala to the Court on October 13, 2021 and the documentary exhibits admitted into evidence on October 13, 2021.

3. Defendant EUSTACHIUS C. BURSEY [Bursey] at all times relevant to the transactions described herein was a resident of Las Vegas, Clark County, Nevada. Bursey is now a resident of Detroit, Wayne County, Michigan.

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

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.

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.

Property	Amount Received $	Purchase Amount $	DOV [1] Amount $
50 Sacramento	5,000 + 14,443 payments on Deed of Trust	150,000	73,540
59 Sacramento	10,000	220,000	79,091
Total	29,443[2]	370,000	152,263

44. Based on the purchase contracts drafted by Bursey, Dattala should have received a total of $370,000 for the 50 Sacramento and the 59 Sacramento Properties, but instead received $10,000 in earnest money down payments and $4,467 principal and $9,976 interest. Dattala should have received a total of $152,263 based on the Declaration of Value forms for the 50 Sacramento and the 59 Sacramento Properties, which statements are made "under penalty of perjury" , executed by Bursey, or Bursey's agent, attached to the recorded Quitclaim Deeds.

45. As to the 50 Sacramento Property, Bursey immediately transferred his interest to Precision Assets, LLC by Grant, Bargain and Sale deed recorded April 15, 2019, purportedly for $95,000.

47. As to the 59 Sacramento Property, Bursey immediately transferred his

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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

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.

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.

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.

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.

The Court finds that an appropriate sanction for Medina's failure to participate in the case as summarized above, pursuant to EDCR 2.67 and EDCR 2.69, is striking of Medina's answer, entry of default and entry of default judgment. The paragraphs of the SAC that directly address Medina set forth below are deemed admitted. These now are established facts based not only on the fact that Medina's answer has been stricken, but also based the sworn testimony of Dattala to the Court on October 13, 2021 and the documentary exhibits admitted into evidence on October 13, 2021.

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.

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.

61. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

62. The forged Affidavits of Grantor described in Paragraph 30 above are evidence of the concert of action between Bursey and Medina.

63. Bursey and Medina engaged in concerted action to allow Bursey to sell the 50 Sacramento Property and the 59 Sacramento Property using an escrow and title insurance as described above.

64. The concerted action engaged in by Bursey and Medina was intended to accomplish an unlawful objective for the purpose of harming Plaintiff.

65. Plaintiff was damaged by the act or acts of Bursey and Medina and Plaintiff has suffered and will suffer general and consequential damages in excess of fifteen thousand dollars ($15,000), exclusive of costs and interest, in an amount to be determined according to proof adduced at trial.

66. Plaintiff has further been required to retain the services of an attorney to prosecute this action on its behalf, and as such are entitled to attorney's fees and costs incurred in prosecuting this matter.

67. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

68. NRS 240.120(1)(d) imposes a specific duty on a notary.

NRS 240.120 Journal of notarial acts: Duty to maintain; contents; verification based upon credible witness; copy of entry; storage; period of retention; report of loss or theft; exceptions.

1. 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.

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.

Dattala pled causes of action against Bursey in the SAC for Fraudulent Conveyance, Civil Conspiracy, and RICO pursuant to NRS 240.175.

Dattala has proven all the elements of each cause of action pled in the SAC against Bursey.

Dattala pled causes of action against Medina in the SAC for Civil Conspiracy, Negligence per se and RICO pursuant to NRS 240.175.

Dattala has proven all the elements of each cause of action pled in the SAC against Medina.

Dattala proved he incurred monetary damages caused by Bursey and Medina in the amount of $355,533.

Dattala affirmatively waived his right to seek an award of attorney fees and costs incurred in prosecuting this matter against Bursey.

Dattala affirmatively waived his right to seek an award of attorney fees and costs incurred in prosecuting this matter against Medina.

The Court expressly determines that there is no just reason for delay in entering final judgment in favor of Dattala against Bursey.

The Court expressly determines that there is no just reason for delay in entering final judgment in favor of Dattala against Medina.

CONCLUSIONS OF LAW

Eighth Judicial District Court Rule [EDCR herein] 2.67(a) requires a meeting of counsel before calendar call and "[t]he attorneys must then prepare a joint pretrial memorandum which must be served and filed not less than 15 days before the date set for trial."

EDCR 2.67 (c) states as follows :

When a party is not represented by an attorney the party must comply

with this rule. Should the designated trial attorney or any party in proper person fail to comply, a judgment of dismissal or default or other appropriate judgment may be entered or other sanctions imposed.

EDCR 2.69 (c) states as follows :

(c) Failure of trial counsel to attend calendar call and/or failure to submit required materials shall result in any of the following which are to be ordered within the discretion of the court:

(1) Dismissal of the action.
(2) Default judgment.
(3) Monetary sanctions.
(4) Vacation of trial date.
(5) Any other appropriate remedy or sanction.

The Court has jurisdiction over the parties and the Subject Properties described in the SAC.

Venue is proper as the causes of action arose in Clark County, Nevada and the Subject Properties at issue are located in Clark County, Nevada.

The elements of each cause of action are addressed in turn.

A. FRAUDULENT CONVEYANCE

Nevada's Fraudulent Conveyance statute is set forth in NRS Chapter 112. The most relevant statute for purposes of this motion is NRS 112.180, set forth below.

NRS 112.180 Transfer made or obligation incurred with intent to defraud or without receiving reasonably equivalent value; determination of intent.

1. A transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation:

(a) With actual intent to hinder, delay or defraud any creditor of the debtor; or

(b) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor:

(1) Was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(2) Intended to incur, or believed or reasonably should

have believed that the debtor would incur, debts beyond his or her ability to pay as they became due.

2. In determining actual intent under paragraph (a) of subsection 1, consideration may be given, among other factors, to whether:

(a) The transfer or obligation was to an insider;
(b) The debtor retained possession or control of the property transferred after the transfer;
(c) The transfer or obligation was disclosed or concealed;
(d) Before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit;
(e) The transfer was of substantially all the debtor's assets;
(f) The debtor absconded;
(g) The debtor removed or concealed assets;
(h) The value of the consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred;
(i) The debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred;
(j) The transfer occurred shortly before or shortly after a substantial debt was incurred; and
(k) The debtor transferred the essential assets of the business to a lienor who transferred the assets to an insider of the debtor.

B. CIVIL CONSPIRACY

To prevail in a civil conspiracy action, a plaintiff must prove an agreement between the tortfeasors, whether explicit or tacit.. See Eikelberger v. Tolotti, 96 Nev. 525, 528 n.1, 611 P.2d 1086, 1088 n.1 (1980)

Consolidated Generator v. Cummins Engine, 114 Nev. 1304, 1311, 971 P.2d 1251, 1258 (1998) sets forth the elements of civil conspiracy.

> An actionable civil conspiracy "consists of a combination of two or more persons who, by some concerted action, intend to accomplish an unlawful objective for the purpose of harming another, and damage results from the act or acts." Hilton Hotels v. Butch Lewis Productions, 109 Nev. 1043, 1048, 862 P.2d 1207, 1210 (1993) (citing Sutherland v. Gross, 105 Nev. 192, 196, 772 P.2d 1287, 1290 (1989)).

C. RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT aka RICO

Civil RICO is a statutory cause of action, as set forth below.

NRS 207.360 "Crime related to racketeering" defined. "Crime related to racketeering" means the commission of, attempt to commit or conspiracy to commit any of the following crimes:

9. Taking property from another under circumstances not amounting to robbery;
13. Forgery, including, without limitation, forgery of a credit card or debit card in violation of NRS 205.740;
28. Obtaining possession of money or property valued at $650 or more, or obtaining a signature by means of false pretenses;
29. Perjury or subornation of perjury;
30. Offering false evidence;
35. Any violation of NRS 205.377 [statutory definition set forth below]

NRS 205.377 - Multiple transactions involving fraud or deceit in course of enterprise or occupation; penalty.

1. A person shall not, in the course of an enterprise or occupation, knowingly and with the intent to defraud, engage in an act, practice or course of business or employ a device, scheme or artifice which operates or would operate as a fraud or deceit upon a person by means of a false representation or omission of a material fact that:
   (a) The person knows to be false or omitted;
   (b) The person intends another to rely on; and
   (c) Results in a loss to any person who relied on the false representation or omission,

in at least two transactions that have the same or similar pattern, intents, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated incidents within 4 years and in which the aggregate loss or intended loss is more than $650.
2. Each act which violates subsection 1 constitutes a separate offense.
3. A person who violates subsection 1 is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 20 years, and may be further punished by a fine of not more than $10,000.
4. In addition to any other penalty, the court shall order a person who violates subsection 1 to pay restitution.
5. A violation of this section constitutes a deceptive trade practice for the

purposes of NRS 598.0903 to 598.0999, inclusive.
6. As used in this section, "enterprise" has the meaning ascribed to it in NRS 207.380.

NRS 207.380 "Enterprise" includes:

1. Any natural person ...

NRS 207.390 "Racketeering activity" defined. "Racketeering activity" means engaging in at least two crimes related to racketeering that have the same or similar pattern, intents, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated incidents, if at least one of the incidents occurred after July 1, 1983, and the last of the incidents occurred within 5 years after a prior commission of a crime related to racketeering.

NRS 207.470 authorizes this civil action for damages resulting from racketeering, venue is proper, and Plaintiff is entitled to triple damages.

NRS 207.470 Civil actions for damages resulting from racketeering.

1. Any person who is injured in his or her business or property by reason of any violation of NRS 207.400 **has a cause of action against a person causing such injury for three times the actual damages sustained. An injured person may also recover attorney's fees in the trial** and appellate courts and costs of investigation and litigation reasonably incurred. The defendant or any injured person in the action may demand a trial by jury in any civil action brought pursuant to this section. Any injured person has a claim to forfeited property or the proceeds derived therefrom and this claim is superior to any claim the State may have to the same property or proceeds if the injured person's claim is asserted before a final decree is issued which grants forfeiture of the property or proceeds to the State.

2. A final judgment or decree rendered in favor of the State in any criminal proceeding under NRS 205.322 or 207.400 estops the defendant in any subsequent civil action or proceeding from denying the essential allegations of the criminal offense.

3. Any civil action or proceeding under this section must be instituted in the district court of the State in the county in which the prospective defendant resides or has committed any act which subjects him or her to criminal or civil liability under this section or NRS 205.322, 207.400 or 207.460.

4. Any civil remedy provided pursuant to this section is not exclusive of any other available remedy or penalty.

D. NEGLIGENCE PER SE

Atkinson v. MGM Grand Hotel, Inc., 120 Nev. 639, 641, 98 P.3d 678, 679 (2004); Gordon v. Hurtado, 96 Nev. 375, 609 P.2d 327 (1980) holds that the violation of a statute constitutes negligence per se if (1) the injured party belongs to the class of individuals the statue was intended to protect, and (2) the injury suffered is the type the statute was intended to prevent.

ENTRY OF FINAL JUDGMENT AUTHORIZED IF COURT EXPRESSLY DETERMINES THAT THERE IS NO JUST REASON FOR DELAY.

NRCP 54(b) states, in relevant part, as follows :

> (b) Judgment on Multiple Claims or Involving Multiple Parties. 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.

JUDGMENT

Good cause appearing based on the Findings of Facts and Conclusions of Law set forth above, Judgment is entered as set forth below.

1. Compensatory damages in the amount of $355,533 [Three Hundred and Fifty-Five Thousand, Five Hundred and Thirty-Three dollars] is a judgment in favor of JOHN DATTALA and against both EUSTACHIUS C. BURSEY and LILLIAN MEDINA, jointly and severally.

2. Pursuant to NRS 207.470 (1), Dattala is awarded three times the actual damages he sustained due to, and caused by, Bursey and Medina's actions. Three times $355,533 is $1,066,599. Thus, John Dattala is awarded an additional judgment in the amount of $1,066,599 [One Million, Sixty-Six Thousand, Five Hundred and Ninety-Nine dollars], which amount is a judgment in favor of John Dattala against both EUSTACHIUS C. BURSEY and LILLIAN MEDINA, jointly and severally.

3. Dattala affirmatively waived his right for an award of attorney fees and costs against both Bursey and Medina, and so none are awarded.

4. Pursuant to NRCP 54(b), this is certified as a final, appealable judgment.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated this 15th day of October, 2021

1B8 434 6AA1 A180
Adriana Escobar
District Court Judge

Respectfully Drafted and Submitted by :

/s/ Benjamin B. Childs
BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
Attorney for Plaintiff
JOHN DATTALA

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 10/15/2021

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JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA Plaintiff vs. EUSTACHIUS C. BURSEY and PRECISION ASSETS and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X Defendants ========== AND RELATED ACTIONS ==========	Case # A-19-794335-C Dept # 14 HEARING REQUESTED

PLAINTIFF'S MOTION FOR DECLARATORY RELIEF

INTRODUCTION

FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA [FFCL] were filed on October 15, 2021. [Exhibit 1] Based on the Findings of Fact contained therein, Plaintiff JOHN DATTALA [Dattala or Plaintiff] moves for declaratory relief regarding title to the two Subject Properties set forth in Paragraph 10 [Exhibit 1, 2:20 - 3:3], being 50 Sacramento Dr Las Vegas, NV 89110 and 59 Sacramento Dr Las Vegas, NV 89110.

From the FFCL, the following are now factual findings. The most relevant findings for purposes of the Motion are in **bold**.

Case Number: A-19-794335-C

3. Defendant EUSTACHIUS C. BURSEY [Bursey] at all times relevant to the transactions described herein was a resident of Las Vegas, Clark County, Nevada. Bursey is now a resident of Detroit, Wayne County, Michigan.

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

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.

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.

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.

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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

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.

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.

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.

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.

LEGAL AUTHORITY

A. DECLARATORY RELIEF STATUTE

The relevant statutes for declaratory relief are set forth below.

> NRS 30.030 Scope. Courts of record within their respective jurisdictions shall have power to declare rights, status and other legal relations whether or not further relief is or could be claimed. No action or proceeding shall be open to objection on the ground that a declaratory judgment or decree is prayed for.

The declaration may be either affirmative or negative in form and effect; and such declarations shall have the force and effect of a final judgment or decree.

NRS 30.040 Questions of construction or validity of instruments, contracts and statutes.

1. Any person interested under a deed, written contract or other writings constituting a contract, or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder.

NRS 30.050 Contract may be construed before or after breach. A contract may be construed either before or after there has been a breach thereof.

NRS 30.070 Enumeration not exclusive. The enumeration in NRS 30.040, 30.050 and 30.060 does not limit or restrict the exercise of the general powers conferred in NRS 30.030 in any proceeding where declaratory relief is sought, in which a judgment or decree will terminate the controversy or remove an uncertainty.

NRS 30.080 Discretion of court to render or enter judgment. The court may refuse to render or enter a declaratory judgment or decree where such judgment or decree, if rendered or entered, would not terminate the uncertainty or controversy giving rise to the proceeding.

B. VOID CONVEYANCE

The following statutes define and control void conveyances and the effect of a void conveyance on subsequent purchasers or assigns.

NRS 111.025 - Conveyances void against purchasers are void against their heirs or assigns.
Every conveyance, charge, instrument or proceeding declared to be

void by the provisions of this chapter, as against purchasers, shall be equally void as against the heirs, successors, personal representatives or assigns of such purchasers.

NRS 111.175 - Conveyances made to defraud prior or subsequent purchasers are void.
Every conveyance of any estate, or interest in lands, or the rents and profits of lands, and every charge upon lands, or upon the rents and profits thereof, made and created with the intent to defraud prior or subsequent purchasers for a valuable consideration of the same lands, rents or profits, as against such purchasers, shall be void.

NRS 111.340 - Certificate of acknowledgment and record may be rebutted.
Neither the certificate of the acknowledgment nor of the proof of any conveyance or instrument, nor the record, nor the transcript of the record, of such conveyance or instrument, shall be conclusive, but the same may be rebutted.

Bank of Am., N.A. v. SFR Invs. Pool 1, LLC, 134 Nev. 604, 9, 427 P.3d 113, 1122 (Nev. 2018) interprets Nevada law consistently with the above statutes, as set forth in the above statutes, as follows.

A party's status as a BFP is irrelevant when a defect in the foreclosure proceeding renders the sale void. See Henke v. First S. Props., Inc., 586 S.W.2d 617, 620 (Tex. App. 1979) ("[T]he doctrine of good faith purchaser for value without notice does not apply to a purchaser at the void foreclosure sale."); see also Baxter Dunaway, Trustee's Deed: Generally , 2 L. of Distressed Real Est. § 17:16 (2018) ("A void deed carries no title on which a bona fide purchaser may rely...."). Because a trustee has no power to convey an interest in land securing a note or other obligation that is not in default, a purchaser at a foreclosure sale of that lien does not acquire title to that property interest. See id.; cf. Deep v. Rose, 234 Va. 631, 364 S.E.2d 228 (1988) (when defect renders a sale wholly void, "[n]o title, legal or equitable, passes to the purchaser").

///

"A void sale, in contrast to a voidable sale, defeats the competing title of even a bona fide purchaser for value." U.S. Bank Nat'l Ass'n v. Res. Grp, 135 Nev. Adv. Op 26, 7 [July, 2019] Citing Bank of Am., N.A. v. SFR Invs. Pool 1, LLC

DISCUSSION

The authenticity of documents has now been determined. The following documents are all fraudulent, false and/or forged.

> Quitclaim Deed to 50 Sacramento recorded April 8, 2019. [Exhibit 1, 5:27-31, Paragraph 27 and 6:21-25, Paragraph 41], copy attached as Exhibit 2 hereto.
>
> Deed of Full Reconveyance recorded April 8, 2019. [Exhibit 1, 5:32 - 6:6, Paragraph 28]
>
> WFG National Title Insurance Company Affidavit of Grantor Escrow No: 19-282990 [Exhibit 1, 6:13-18, Paragraph 30]
>
> Page 96 of Lillian Medina notary book, purporting to have Dattala's signature [Exhibit 1, 9:21, Paragraph 85]

Further, "Dattla was tricked and defrauded into signing the Quitclaim Deed for the 59 Sacramento Property to Bursey..." [Exhibit 1, 7:2-3, Paragraph 43]

The other facts memorialized in the FFCL, signed by the Court and filed support this Motion.

RELIEF SOUGHT

Given the above factual findings, which are final and have been signed by a judge and filed on October 15, 2021, under NRS 111.025, NRS 111.175 and NRS 111.340, and clear Nevada case law cited above, Precision Assets received void deeds from Bursey, because Dattala's deed to Bursey is void.

Dattala is entitled to the requested relief under NRS Chapter 30, especially NRS 30.030 and 040. He specifically seeks entry of declaratory judgment as set forth below.

1. The deed recorded with the Clark County, Nevada Recorder [Instrument # 20190408-0002603] by Bursey involving the 50 Sacramento property on April 8, 2019 at is void. [Exhibit 2]

2. The deed recorded with the Clark County, Nevada Recorder [Instrument # 20190422-0001237] by Bursey involving the 59 Sacramento property on April 22, 2019 is void. [Exhibit 3]

3. All deeds, assigned and any other form of conveyances recorded subsequent to the April 8, 2019 deed recorded by Bursey to the 50 Sacramento property are void. These include the Grant, Bargain and Sale Deed from Bursey to Precision Assets, LLC [Exhibit 4] recorded with the Clark County, Nevada Recorder [Instrument # 20190415-0002065, rerecorded Instrument 20201123-0001698, rererecorded Instrument 20210212-0002883] and the Deed of Trust from Precision Assets to ACRY Development, LLC [Exhibit 5] recorded with the Clark County, Nevada Recorder [Instrument # 20190418-0000558] involving the 50 Sacramento property.

4. All deeds, assigned and any other form of conveyances recorded subsequent to the April 22, 2019 deed recorded by Bursey to the 59 Sacramento property are void. This includes the Grant, Bargain and Sale Deed from Bursey to Precision Assets, LLC [Exhibit 6] recorded with the Clark County, Nevada Recorder [Instrument # 20190502-0003510] involving the 59 Sacramento property.

COURT'S DECISION FROM THE BENCH ON SEPTEMBER 28, 2021 INCONSISTENT WITH FINDINGS FILED OCTOBER 15, 2021

The court entered a finding from the bench at a hearing on September 28, 2021 directly contrary to the Findings of Fact in the FFCL. There are no minutes from the hearing, nor is there a written order.

Rust v. Clark County School District, 103 Nev. 686, 747 P.2d 1380 (1987) makes clear that an oral pronouncement by a court "is not valid for any purpose", and even a minute order have no legal effect.

Final judgment having been entered in the FFCL, there are now findings, the relevant portion of which are set forth above, which control. Additionally, the *Restatement (Second) of Judgment*s § 15 states that later judgments control over earlier judgments.

CONCLUSION

Dattala seeks declaratory relief as set forth above.

/s/ Benjamin B. Childs
BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
Attorney for Plaintiff JOHN DATTALA

Exhibits

1 FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA [FFCL] were filed on October 15, 2021.
2. Quit Claim Deed for Nevada recorded April 8, 2019 re 50 Sacramento
3 Quit Claim Deed for Nevada recorded April 22, 2019 re 59 Sacramento
4 Grant, Bargain and Sale Deed from Bursey to Precision Assets, LLC recorded April 15, 2019 [with re-recordings] re 50 Sacramento
5 Deed of Trust from Precision Assets to ACRY Development, LLC recroded May 18, 2019 re 50 Sacramento
6 Grant, Bargain and Sale Deed from Bursey to Precision Assets, LLC recorded May 2, 2019 re 59 Sacramento

CERTIFICATE OF SERVICE

This PLAINTIFF'S MOTION FOR DECLARATORY RELIEF, with Exhibits, was served through the Odyssey File and Serve system to all counsel on filing. Electronic service is in lieu of mailing.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

EXHIBIT 1 EXHIBIT 1

EXHIBIT 1 EXHIBIT 1

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CLERK OF THE COURT

FFCL
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JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE COMPANY and
JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

==========

AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

Trial : October 13, 2021

FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA

The Court enters the following Findings of Fact, Conclusions of Law and Judgment after the jury pool was dismissed and a prove up hearing conducted on October 13, 2021.

FINDINGS OF FACT

Calendar call was held at 2:00 PM on September 23, 2021.

Trial was scheduled beginning with jury selection at 11:00 AM on October 13, 2021.

All parties, though their attorneys, or directly in the case of EUSTACHIUS C. BURSEY [Bursey herein], were informed of the court hearing dates, including the date and time of calendar call and the date and time when trial was scheduled to begin.

Bursey has not participated in the case for many months, including failing to file a pretrial memorandum, failing to appear at calendar call and failing to appear for jury selection to

Case Number: A-19-794335-C

begin the trial. Additionally, Bursey did not file an answer to the Second Amended Complaint [SAC] which was filed and served on January 31, 2021.

LILLIAN MEDINA [Medina herein] has not participated in the case for many months, including failing to file a pretrial memorandum, failing to appear at calendar call and failing to appear for jury selection to being the trial.

JOHN DATTALA [Dattala herein] has participated fully in the case from the beginning, timely filed a pretrial memorandum after meeting and conferring with the other participating parties, appeared in person and with his attorney Benjamin B. Childs at calendar call, and appeared for jury selection to begin the trial with his attorney.

The paragraphs of the SAC that directly address Bursey, which paragraphs have not been denied and are therefore admitted, are set forth below. These now are established facts based not only on the fact that Bursey has not denied them but also based the sworn testimony of Dattala to the Court on October 13, 2021 and the documentary exhibits admitted into evidence on October 13, 2021.

3. Defendant EUSTACHIUS C. BURSEY [Bursey] at all times relevant to the transactions described herein was a resident of Las Vegas, Clark County, Nevada. Bursey is now a resident of Detroit, Wayne County, Michigan.

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

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.

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.

Property	Amount Received $	Purchase Amount $	DOV [1] Amount $
50 Sacramento	5,000 + 14,443 payments on Deed of Trust	150,000	73,540
59 Sacramento	10,000	220,000	79,091
Total	29,443[2]	370,000	152,263

44. Based on the purchase contracts drafted by Bursey, Dattala should have received a total of $370,000 for the 50 Sacramento and the 59 Sacramento Properties, but instead received $10,000 in earnest money down payments and $4,467 principal and $9,976 interest. Dattala should have received a total of $152,263 based on the Declaration of Value forms for the 50 Sacramento and the 59 Sacramento Properties, which statements are made "under penalty of perjury" , executed by Bursey, or Bursey's agent, attached to the recorded Quitclaim Deeds.

45. As to the 50 Sacramento Property, Bursey immediately transferred his interest to Precision Assets, LLC by Grant, Bargain and Sale deed recorded April 15, 2019, purportedly for $95,000.

47. As to the 59 Sacramento Property, Bursey immediately transferred his

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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

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.

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.

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.

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.

The Court finds that an appropriate sanction for Medina's failure to participate in the case as summarized above, pursuant to EDCR 2.67 and EDCR 2.69, is striking of Medina's answer, entry of default and entry of default judgment. The paragraphs of the SAC that directly address Medina set forth below are deemed admitted. These now are established facts based not only on the fact that Medina's answer has been stricken, but also based the sworn testimony of Dattala to the Court on October 13, 2021 and the documentary exhibits admitted into evidence on October 13, 2021.

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.

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.

61. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

62. The forged Affidavits of Grantor described in Paragraph 30 above are evidence of the concert of action between Bursey and Medina.

63. Bursey and Medina engaged in concerted action to allow Bursey to sell the 50 Sacramento Property and the 59 Sacramento Property using an escrow and title insurance as described above.

64. The concerted action engaged in by Bursey and Medina was intended to accomplish an unlawful objective for the purpose of harming Plaintiff.

65. Plaintiff was damaged by the act or acts of Bursey and Medina and Plaintiff has suffered and will suffer general and consequential damages in excess of fifteen thousand dollars ($15,000), exclusive of costs and interest, in an amount to be determined according to proof adduced at trial.

66. Plaintiff has further been required to retain the services of an attorney to prosecute this action on its behalf, and as such are entitled to attorney's fees and costs incurred in prosecuting this matter.

67. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

68. NRS 240.120(1)(d) imposes a specific duty on a notary.

NRS 240.120 Journal of notarial acts: Duty to maintain; contents; verification based upon credible witness; copy of entry; storage; period of retention; report of loss or theft; exceptions.

1. 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.

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.

Dattala pled causes of action against Bursey in the SAC for Fraudulent Conveyance, Civil Conspiracy, and RICO pursuant to NRS 240.175.

Dattala has proven all the elements of each cause of action pled in the SAC against Bursey.

Dattala pled causes of action against Medina in the SAC for Civil Conspiracy, Negligence per se and RICO pursuant to NRS 240.175.

Dattala has proven all the elements of each cause of action pled in the SAC against Medina.

Dattala proved he incurred monetary damages caused by Bursey and Medina in the amount of $355,533.

Dattala affirmatively waived his right to seek an award of attorney fees and costs incurred in prosecuting this matter against Bursey.

Dattala affirmatively waived his right to seek an award of attorney fees and costs incurred in prosecuting this matter against Medina.

The Court expressly determines that there is no just reason for delay in entering final judgment in favor of Dattala against Bursey.

The Court expressly determines that there is no just reason for delay in entering final judgment in favor of Dattala against Medina.

CONCLUSIONS OF LAW

Eighth Judicial District Court Rule [EDCR herein] 2.67(a) requires a meeting of counsel before calendar call and "[t]he attorneys must then prepare a joint pretrial memorandum which must be served and filed not less than 15 days before the date set for trial."

EDCR 2.67 (c) states as follows :

When a party is not represented by an attorney the party must comply

with this rule. Should the designated trial attorney or any party in proper person fail to comply, a judgment of dismissal or default or other appropriate judgment may be entered or other sanctions imposed.

EDCR 2.69 (c) states as follows :

(c) Failure of trial counsel to attend calendar call and/or failure to submit required materials shall result in any of the following which are to be ordered within the discretion of the court:

(1) Dismissal of the action.
(2) Default judgment.
(3) Monetary sanctions.
(4) Vacation of trial date.
(5) Any other appropriate remedy or sanction.

The Court has jurisdiction over the parties and the Subject Properties described in the SAC.

Venue is proper as the causes of action arose in Clark County, Nevada and the Subject Properties at issue are located in Clark County, Nevada.

The elements of each cause of action are addressed in turn.

A. FRAUDULENT CONVEYANCE

Nevada's Fraudulent Conveyance statute is set forth in NRS Chapter 112. The most relevant statute for purposes of this motion is NRS 112.180, set forth below.

NRS 112.180 Transfer made or obligation incurred with intent to defraud or without receiving reasonably equivalent value; determination of intent.

1. A transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation:

(a) With actual intent to hinder, delay or defraud any creditor of the debtor; or

(b) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor:

(1) Was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(2) Intended to incur, or believed or reasonably should

have believed that the debtor would incur, debts beyond his or her ability to pay as they became due.

2. In determining actual intent under paragraph (a) of subsection 1, consideration may be given, among other factors, to whether:

(a) The transfer or obligation was to an insider;
(b) The debtor retained possession or control of the property transferred after the transfer;
(c) The transfer or obligation was disclosed or concealed;
(d) Before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit;
(e) The transfer was of substantially all the debtor's assets;
(f) The debtor absconded;
(g) The debtor removed or concealed assets;
(h) The value of the consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred;
(i) The debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred;
(j) The transfer occurred shortly before or shortly after a substantial debt was incurred; and
(k) The debtor transferred the essential assets of the business to a lienor who transferred the assets to an insider of the debtor.

B. CIVIL CONSPIRACY

To prevail in a civil conspiracy action, a plaintiff must prove an agreement between the tortfeasors, whether explicit or tacit.. See Eikelberger v. Tolotti, 96 Nev. 525, 528 n.1, 611 P.2d 1086, 1088 n.1 (1980)

Consolidated Generator v. Cummins Engine, 114 Nev. 1304, 1311, 971 P.2d 1251, 1258 (1998) sets forth the elements of civil conspiracy.

> An actionable civil conspiracy "consists of a combination of two or more persons who, by some concerted action, intend to accomplish an unlawful objective for the purpose of harming another, and damage results from the act or acts." Hilton Hotels v. Butch Lewis Productions, 109 Nev. 1043, 1048, 862 P.2d 1207, 1210 (1993) (citing Sutherland v. Gross, 105 Nev. 192, 196, 772 P.2d 1287, 1290 (1989)).

C. RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT aka RICO

Civil RICO is a statutory cause of action, as set forth below.

NRS 207.360 "Crime related to racketeering" defined. "Crime related to racketeering" means the commission of, attempt to commit or conspiracy to commit any of the following crimes:

9. Taking property from another under circumstances not amounting to robbery;
13. Forgery, including, without limitation, forgery of a credit card or debit card in violation of NRS 205.740;
28. Obtaining possession of money or property valued at $650 or more, or obtaining a signature by means of false pretenses;
29. Perjury or subornation of perjury;
30. Offering false evidence;
35. Any violation of NRS 205.377 [statutory definition set forth below]

NRS 205.377 - Multiple transactions involving fraud or deceit in course of enterprise or occupation; penalty.

1. A person shall not, in the course of an enterprise or occupation, knowingly and with the intent to defraud, engage in an act, practice or course of business or employ a device, scheme or artifice which operates or would operate as a fraud or deceit upon a person by means of a false representation or omission of a material fact that:
   (a) The person knows to be false or omitted;
   (b) The person intends another to rely on; and
   (c) Results in a loss to any person who relied on the false representation or omission,

in at least two transactions that have the same or similar pattern, intents, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated incidents within 4 years and in which the aggregate loss or intended loss is more than $650.
2. Each act which violates subsection 1 constitutes a separate offense.
3. A person who violates subsection 1 is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 20 years, and may be further punished by a fine of not more than $10,000.
4. In addition to any other penalty, the court shall order a person who violates subsection 1 to pay restitution.
5. A violation of this section constitutes a deceptive trade practice for the

purposes of NRS 598.0903 to 598.0999, inclusive.
6. As used in this section, "enterprise" has the meaning ascribed to it in NRS 207.380.

NRS 207.380 "Enterprise" includes:

1. Any natural person ...

NRS 207.390 "Racketeering activity" defined. "Racketeering activity" means engaging in at least two crimes related to racketeering that have the same or similar pattern, intents, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated incidents, if at least one of the incidents occurred after July 1, 1983, and the last of the incidents occurred within 5 years after a prior commission of a crime related to racketeering.

NRS 207.470 authorizes this civil action for damages resulting from racketeering, venue is proper, and Plaintiff is entitled to triple damages.

NRS 207.470 Civil actions for damages resulting from racketeering.

1. Any person who is injured in his or her business or property by reason of any violation of NRS 207.400 **has a cause of action against a person causing such injury for three times the actual damages sustained. An injured person may also recover attorney's fees in the trial** and appellate courts and costs of investigation and litigation reasonably incurred. The defendant or any injured person in the action may demand a trial by jury in any civil action brought pursuant to this section. Any injured person has a claim to forfeited property or the proceeds derived therefrom and this claim is superior to any claim the State may have to the same property or proceeds if the injured person's claim is asserted before a final decree is issued which grants forfeiture of the property or proceeds to the State.

2. A final judgment or decree rendered in favor of the State in any criminal proceeding under NRS 205.322 or 207.400 estops the defendant in any subsequent civil action or proceeding from denying the essential allegations of the criminal offense.

3. Any civil action or proceeding under this section must be instituted in the district court of the State in the county in which the prospective defendant resides or has committed any act which subjects him or her to criminal or civil liability under this section or NRS 205.322, 207.400 or 207.460.

4. Any civil remedy provided pursuant to this section is not exclusive of any other available remedy or penalty.

D. NEGLIGENCE PER SE

Atkinson v. MGM Grand Hotel, Inc., 120 Nev. 639, 641, 98 P.3d 678, 679 (2004); Gordon v. Hurtado, 96 Nev. 375, 609 P.2d 327 (1980) holds that the violation of a statute constitutes negligence per se if (1) the injured party belongs to the class of individuals the statue was intended to protect, and (2) the injury suffered is the type the statute was intended to prevent.

ENTRY OF FINAL JUDGMENT AUTHORIZED IF COURT EXPRESSLY DETERMINES THAT THERE IS NO JUST REASON FOR DELAY.

NRCP 54(b) states, in relevant part, as follows :

> (b) Judgment on Multiple Claims or Involving Multiple Parties. 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.

JUDGMENT

Good cause appearing based on the Findings of Facts and Conclusions of Law set forth above, Judgment is entered as set forth below.

1. Compensatory damages in the amount of $355,533 [Three Hundred and Fifty-Five Thousand, Five Hundred and Thirty-Three dollars] is a judgment in favor of JOHN DATTALA and against both EUSTACHIUS C. BURSEY and LILLIAN MEDINA, jointly and severally.

2. Pursuant to NRS 207.470 (1), Dattala is awarded three times the actual damages he sustained due to, and caused by, Bursey and Medina's actions. Three times $355,533 is $1,066,599. Thus, John Dattala is awarded an additional judgment in the amount of $1,066,599 [One Million, Sixty-Six Thousand, Five Hundred and Ninety-Nine dollars], which amount is a judgment in favor of John Dattala against both EUSTACHIUS C. BURSEY and LILLIAN MEDINA, jointly and severally.

3. Dattala affirmatively waived his right for an award of attorney fees and costs against both Bursey and Medina, and so none are awarded.

4. Pursuant to NRCP 54(b), this is certified as a final, appealable judgment.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated this 15th day of October, 2021

1B8 434 6AA1 A180
Adriana Escobar
District Court Judge

Respectfully Drafted and Submitted by :

/s/ Benjamin B. Childs
BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
Attorney for Plaintiff
JOHN DATTALA

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 10/15/2021

Brian Dziminski	brian@dziminskilaw.com
John Benedict	john@benedictlaw.com
DEFAULT ACCOUNT	NVefile@wrightlegal.net
Lisa Cox	lcox@wrightlegal.net
Aaron Lancaster	alancaster@wrightlegal.net
Jonathan Hansen	efile@hansenlawyers.com
Dale Kleven	lawdocs@hrlnv.com
Brian Dziminski	brian@dziminskilaw.com
Angelyn Cayton	Angelyn@benedictlaw.com
Benjamin Childs	ben@benchilds.com
Dale Kleven	dale@hrlnv.com

John Benedict	john@benedictlaw.com
Jacqueline Gaudie	jacqueline@benedictlaw.com
Thomas Fronczek	toby@relieflawyersnv.com
Dale Kleven	legaldocs@relieflawyersnv.com
Kim McGowan	kimm@relieflawyersnv.com
Kyle Dziminski	kyle@dziminskilaw.com
Office Admin	office.admin@benedictlaw.com
Kelley McGhie	kmcghie@balllawgroup.com
Eustacius Bursey	ebursey87@icloud.com
Zachary Ball	zball@balllawgroup.com

EXHIBIT 2 EXHIBIT 2

EXHIBIT 2 EXHIBIT 2

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/assrealprop/ownr.aspx)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

QUIT CLAIM DEED FOR NEVADA

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Eustachius C Bursey

RETURN TO: Name Eustachius C Bursey

Address 50 Sacramento Drive

City/State/Zip Las Vegas, NV 89110

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name Eustachius C Bursey

Address 50 Sacramento Drive

City/State/Zip Las Vegas, NV 89110

This page provides additional information required by NRS 111.312 Sections 1-2.
To print this document properly, do not use page scaling.
P:\Common Forms & Notices\Cover Page Template Oct2017

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

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]

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

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 DATTALA	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: Casey Ryan	Escrow #
Address: 1980 festival Plaza #300	
City: Las Vegas	State: NV Zip: 89135

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 3 EXHIBIT 3

EXHIBIT 3 EXHIBIT 3

Inst #: 20190422-0001237
Fees: $40.00
RPTT: $405.45 Ex #:
04/22/2019 11:04:06 AM
Receipt #: 3689690
Requestor:
EUSTACHIUS BURSEY
Recorded By: BGN Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 140-31-810-025
(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

QUIT CLAIM DEED

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

EUSTACHIUS C. BURSEY

RETURN TO: Name EUSTACHIUS C. BURSEY
Address 50 SACRAMENTO DRIVE
City/State/Zip LAS VEGAS, NV 89110

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name EUSTACHIUS C. BURSEY
Address 50 SACRAMENTO DRIVE
City/State/Zip LAS VEGAS, NV 89110

This page provides additional information required by NRS 111.312 Sections 1-2.
To print this document properly, do not use page scaling.
P:\Common\Forms & Notices\Cover Page Template Oct2017

RECORDING REQUESTED BY:
EUSTACHIUS C BURSEY

INSTRUMENT PREPARED BY:
JOHN DATTALA
43 RONALD LANE
LAS VEGAS, Nevada 89110

(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 # 140-31-810-025

QUIT CLAIM DEED FOR NEVADA

STATE OF NEVADA
COUNTY OF CLARK

THIS DEED is made this day of April 19, 2019 by and between the **"Grantor,"**

JOHN DATTALA, an unmarried individual residing at 43 RONALD LANE, LAS VEGAS, Nevada 89110

AND the **"Grantee,"**

EUSTACHIUS C BURSEY, an unmarried individual residing at 50 SACRAMENTO DRIVE, LAS VEGAS, Nevada 89110

FOR VALUABLE CONSIDERATION of the sum of one dollars ($1.00), the receipt and sufficiency of which is hereby acknowledged, Grantor hereby quitclaims to Grantee and Grantee's heirs and assigns forever, all of Grantor's rights, titles, interests, and claims in or to the following described real estate (the **"Property"**), together with all hereditaments and appurtenances belonging thereto, located in CLARK county, Nevada, subject to any restrictions

herein:

Property Address: 59 SACRAMENTO DRIVE, LAS VEGAS, Nevada 89110

Legal Description: MEADOW HOMES UNIT # 3 2ND AMD PLAT BOOK 9 PAGE 63 LOT 87 BLOCK 5

Vesting Information / Property Interest: Grantee receives the Property in fee simple as the sole owner.

[SIGNATURE PAGE FOLLOWS]

Signatures

Grantor signed, sealed, and delivered this quit claim deed to Grantee on 4-19-19 (date).

Grantor (or authorized agent)

x/ _____

Print Name: JOHN DATTAL

NOTARY ACKNOWLEDGMENT

NEVADA
COUNTY OF CLARK

On April 19, 2019 before me, Kim Muhammad, personally appeared **JOHN DATTALA**, personally known to me or proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Commission Expires: 7-18-22

Notary Public, Nevada

KIM MUHAMMAD
Notary Public - State of Nevada
County of Clark
APPT. NO. 99-52700-1
My App. Expires July 18, 2022

STATE OF NEVADA
DECLARATION OF VALUE

(A)

1. Assessor Parcel Number(s)
   a. 140-34-810-025
   b. _____
   c. _____
   d. _____
2. Type of Property:
   a. ☐ Vacant Land b. ☒ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other

FOR RECORDERS OPTIONAL USE ONLY
Book_____ Page:_____
Date of Recording: _____
Notes:

3.a. Total Value/Sales Price of Property $ 79,091.00
b. Deed in Lieu of Foreclosure Only (value of property) (_____)
c. Transfer Tax Value: $ 79,500
d. Real Property Transfer Tax Due $ 405.45

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section_____
   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred:_____%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature E.C. Bus Capacity: GRANTEE

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: JOHN DATTALA	Print Name: EUSTACHIUS BURSEY
Address: 43 RONALD LANE	Address: 50 SACRAMENTO DRIVE
City: LAS VEGAS	City: LAS VEGAS
State: NEVADA Zip: 89110	State: NEVADA Zip: 89110

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name:	Escrow #
Address:	
City:	State: Zip:

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 4 EXHIBIT 4

EXHIBIT 4 EXHIBIT 4

Inst #: 20210212-0002883
Fees: $42.00
RPTT: $0.00 Ex #: 003
02/12/2021 11:22:34 AM
Receipt #: 4402986
Requestor:
WFG National Title Compan
Recorded By: HAMMV Pgs: 9
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN#: 140-31-817-043
Escrow No. 19-274856

MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:

PRECISION ASSETS A NEVEADA
CORPORATION
410 S. Rampart Blvd.
#390
LAS VEGAS, NV 89145

Re-Record Grant Bargain Sale Deed to Correct Buyer's Vesting

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

Inst #: 20201123-0001698
Fees: $42.00
RPTT: $0.00 Ex #: 003
11/23/2020 12:33:08 PM
Receipt #: 4301922
Requestor:
WFG National Title Compan
Recorded By: CHERIE Pgs: 7
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN#: **140-31-817-043**
Escrow No. **19-274856**

MAIL TAX STATEMENT TO AND WHEN RECORDED RETURN TO:

PRECISION ASSETS, /LLC,/ A NEVADA CORPORATION
6700 PARADISE RD.
STE. A-1
LAS VEGAS, NV 89119

Re-Record Grant Bargain Sale Deed to Correct Buyer's Vesting

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

Inst #: 20190415-0002065
Fees: $40.00
RPTT: $484.50 Ex #:
04/15/2019 12:08:05 PM
Receipt #: 3683836
Requestor:
WFG NATIONAL TITLE COMPAN
Recorded By: GYOUNG Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN#: **140-31-817-043**
Escrow No. **19-274856**

MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:
Precision Assets, ~~LLC~~ MS
6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

GRANT, BARGAIN, SALE DEED

R.P.T.T. **$484.50**

THIS INDENTURE WITNESSETH: That

Eustachius C. Bursey, an unmarried individual

for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to a Nevada Corporation

Precision Assets, ~~LLC, a Nevada Limited Liability Company~~ MS, A Nevada Corporation,

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO:
1. Taxes for the fiscal year 2018/19.
2. Rights of way, reservations restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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Case # 84762
PRECISION0587
Page 1653 of 2046

WITNESS my hand this 12th day of April, 2019.

E. C. By
Eustachius Bursey
C.
Eustachius C Bursey

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 12th day of April, 2019 by Eustachius Bursey.
C E

Notary Public for Nevada
My Commission Expires: 6/26/21

JENINE A. SANTOS
Notary Public-State of Nevada
APPT. NO. 10-1946-1
My Appt. Expires 06-26-2021

EXHIBIT "A"
LEGAL DESCRIPTION

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

APN: 140-31-817-043

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RECORDON0589
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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 # N/A
   b. Explain Reason for Exemption: N/A

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature E.C. Bursey Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: 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

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 # N/A
   b. Explain Reason for Exemption: N/A

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	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

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: **$0.00**
   Deed in Lieu of Foreclosure Only (value of property) **( )**
   Transfer Tax Value: **$0.00**
   Real Property Transfer Tax Due: **Exempt**

4. If Exemption Claimed:
   a. Transfer Tax Exemption per NRS 375.090, Section # **3**
   b. Explain Reason for Exemption: **Re-Record GBSD Instr# 20190415-0002065 To Correct Buyer's Vesting**

5. Partial Interest: Percentage being transferred: **100** %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ **Capacity** **Escrow Officer**

Signature _____ **Capacity** **Grantee**

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: **Eustachius C. Bursey**	Print Name: **Precision Assets, LLC/ a Nevada Corporation**
Address: **50 Sacramento Drive**	Address: **6700 Paradise Rd., Ste. A-1**
City: **Las Vegas**	City: **Las Vegas**
State: **Nevada** Zip: **89110**	State: **Nevada** Zip: **89119**

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer)

Print Name: **WFG National Title Insurance Company** Escrow #: **19-274856**
Address: **7450 Arroyo Crossing Parkway, Suite 270**
City: **Las Vegas** State: **NV** Zip: **89113**

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors Parcel Number(s)
   a) **140-31-817-043**
   b) _____
   c) _____
   d) _____

2. Type of Property:
   a) ☐ Vacant Land b) ☒ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   ☐ Other

FOR RECORDER'S OPTIONAL USE ONLY
Book:_____ Page:_____
Date of Recording:_____
Notes:

3. Total Value/Sales Price of Property: $ _____
   Deed in Lieu of Foreclosure Only (value of property) (_____)
   Transfer Tax Value: $ _____
   Real Property Transfer Tax Due: $ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section # **3**

b. Explain Reason for Exemption: **Re-Record Grant deed to Correct Buyer's Vesting**

5. Partial Interest: Percentage being transferred: **100** %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ **Capacity** **Agent**

Signature _____ **Capacity** **Grantee**

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: **Eustachius C. Bursey**	Print Name: **Precision Assets, a Nevada Corporation**
Address: **50 Sacramento Drive**	Address: **410 S. Rampart Blvd #390**
City: **Las Vegas**	City: **Las Vegas**
State: **Nevada** Zip: **89110**	State: **Nevada** Zip: **89145**

COMPANY/PERSON REQUESTING RECORDING required if not the seller or buyer)

Print Name: **WFG National Title Insurance Company** Escrow #: **19-274856**

Address: **7450 Arroyo Crossing Parkway, Suite 270**

City: **Las Vegas** State: **NV** Zip: **89113**

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 5 EXHIBIT 5

EXHIBIT 5 EXHIBIT 5

Inst #: 20190418-0000558
Fees: $40.00
04/18/2019 09:08:49 AM
Receipt #: 3687150
Requestor:
MKFI PRECISION
Recorded By: WIHD Pgs: 12
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

RECORDING COVER PAGE

Must be typed or printed clearly in black ink only.

APN# 140-31-817-043
11 digit Assessor's Parcel Number may be obtained at:
http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx

TITLE OF DOCUMENT (DO NOT Abbreviate)

DEED OF TRUST

Title of the Document on cover page must be EXACTLY as it appears on the first page of the document to be recorded.

Recording requested by:

PRECISION ASSETS

Return to:

Name PRECISION ASSETS

Address 6700 PARADISE RD UNIT A-1

City/State/Zip LAS VEGAS, NV 89119

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of **$1.00** will apply.

To print this document properly—do not use page scaling.

P:\Recorder\Forms 12_2010

Dattala V. Burset et al
Case # A-19-794335-C
Plaintiff's Document Disclosure

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FIRST DEED OF TRUST

This First Deed of Trust ("Deed of Trust" or "Agreement") is made this 12th day of April 2019, by and between Precision Assets a Nevada Corporation ("Trustor/Grantor") and ACRY Development, LLC, a Florida limited liability company or its assigns ("Beneficiary"), with Ticor Title of Clark County, Nevada, as trustee ("Trustee").

Trustor/Grantor, in consideration set forth below, irrevocably grants, bargains, sells, assigns, and conveys to Trustee, it successors and assigns, for the benefit of the Beneficiary, in trust, with power of sale, the property located at 50 Sacramento Drive, Las Vegas, NV 89110 APN #: 140-31-817-043 in Clark County described as follows:

See Exhibit A for Legal Description

together, with all non-tenant improvements, fixtures, furnishings, tenements, hereditaments, and appurtenances now or later belonging or in any way appertaining (the "Property") to have and to hold the same, with the appurtenances, to Trustee for the purpose of securing payment and performance of each agreement of Trustor/Grantor, including without limitation that certain Promissory Note made on or about the date hereof by Trustor for the benefit of Beneficiary ("Note") in the original principal amount of One Hundred and Forty-Nine Thousand, Six Hundred and Seventy-Five Dollars and Sixty-One Cents ($149,675.61) which amount has already been advanced (said amount, including any and all interest thereon, and all other amounts that may become due or payable under the Note, the "Indebtedness") by Beneficiary and is acknowledged by Trustor/Grantor.

Trustor/Grantor covenants and agrees as follows:

SECTION ONE. PAYMENT OF INDEBTEDNESS

Trustor/Grantor shall pay the Indebtedness as and when set forth in the Note, and in any event at the time of sale of the Property.

Beneficiary agrees, except as set forth herein, to look solely to the real property secured by this First Deed of Trust for repayment of the Note secured by this First Deed of Trust and that no other assets of the Borrower or any Affiliate shall be subject to levy, execution or other enforcement procedure for the satisfaction of the repayment or any other remedies provided herein for repayment of the Note. As such, the indebtedness secured by this First Deed of Trust shall be nonrecourse. Further, the Parties agree that Beneficiary is statutorily provided deficiency rights under Nevada law, and thus to the fullest extent that any such recourse or deficiency rights are provided under Nevada law, including without limitation, NRS 40.455, Beneficiary expressly waives such recourse and/or deficiency rights.

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SECTION TWO. OWNERSHIP OF PROPERTY

Trustor/Grantor is lawfully seised of the Property and, except as otherwise stated, the Property is free from any encumbrances. Trustor/Grantor warrants the usual covenants to the same extent as a statutory warranty deed under the laws of Nevada, and all covenants made in this Deed of Trust, and Trustor/Grantor will defend against any breach of any such covenant. The lien of this Deed of Trust, is and will continue to be a valid first lien upon all of the Property.

SECTION THREE. CONTINUED EFFECTIVENESS

The provisions of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the Indebtedness or any part of it.

SECTION FOUR. NRS 107.030 COVENANTS

The following covenants, agreements, obligations, rights and remedies are hereby incorporated:

1. COVENANT NO. 1. **Taxes & Assessments.** That Trustor/Grantor agrees to pay and discharge at maturity all taxes and assessments and all other charges and encumbrances which now are or shall hereafter be, or appear to be, a lien upon the trust Property, or any part thereof; and that he will pay all interest or installments due on any prior encumbrance, and that in default thereof, Beneficiary may, without demand or notice, pay the same, and Beneficiary shall be sole judge of the legality or validity of such taxes, assessments, charges or encumbrances, and the amount necessary to be paid in satisfaction or discharge thereof.

2. COVENANT NO. 2. **Insurance.** That the Trustor/Grantor will at all times keep the buildings and improvements which are now or shall hereafter be erected upon the Property insured against loss or damage by fire, to the amount of at least $150,000.00, or its then fair market value, whichever is greater, by an insurance company or companies that hold a AA rating or better, the policies for which insurance name Beneficiary as an additional insured, and all proceeds from which shall be made payable, in case of loss, to Beneficiary. The policy or policies in effect for the Property per this Section shall be delivered to and held by the Beneficiary as further security per this Agreement and under the Indebtedness. If Borrower should default under this Section, Beneficiary may procure such insurance at Trustor/Grantor's sole expenses, not exceeding the amount aforesaid, to be effected either upon the interest of Trustee or upon the interest of Trustor/Grantor, or his assigns, and in their names, loss, if any, being made payable to Beneficiary, and may pay and expend for premiums for such insurance such sums of money as the Beneficiary may deem necessary, and shall charge Trustor/Grantor actual expenses for the policy or policies procured, plus a ten percent administrative handling charge.

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Beneficiary, may apply the insurance proceeds, or any part of them, at its option, either to the reduction of the Indebtedness secured by this Deed of Trust or to the restoration or repair of the property damaged. In the event of a conveyance to Beneficiary, or other transfer of title to the Property in extinguishment of the Indebtedness secured by this Deed of Trust, all right, title, and interest of Trustor/Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

3. COVENANT NO. 3. **Right of Beneficiary to Appear.** That if, during the existence of the trust, there be commenced or pending any suit or action affecting the conveyed Property, or any part thereof, or the title thereto, or if any adverse claim for or against the Property, or any part thereof, be made or asserted, the Trustee or Beneficiary may appear or intervene in the suit or action and retain counsel therein and defend same, or otherwise take such action therein as they may be advised, and may settle or compromise same or the adverse claim; and in that behalf and for any of the purposes may pay and expend such sums of money as the trustee or Beneficiary may deem to be necessary. Trustor/Grantor shall pay all costs and expenses, including the costs of evidence of title and reasonable attorney's fees, in any such action or proceeding in which Beneficiary may appear.

4. COVENANT NO. 4. **Reimbursement of Costs.** That the Trustor/Grantor will pay to Trustee and to Beneficiary respectively, on demand, the amounts of all sums of money which they shall respectively pay or expend pursuant to the provisions of the implied covenants of this section, or any of them, together with interest upon each of the amounts, until paid, from the time of payment thereof, at the rate of Eight (8%) percent per annum.

5. COVENANT NO. 5. **Reconveyance.** That in case Trustor/Grantor shall well and truly perform the obligation or pay or cause to be paid the Indebtedness upon sale of the Property, and all monies agreed to be paid by it for the security of which the transfer is made, and also the reasonable expenses of the trust in this section specified, then the trustee, its successors or assigns, shall reconvey to the Trustor/Grantor all the estate in the Property conveyed to the trustee by the Trustor/Grantor. Any part of the trust property may be reconveyed at the request of the Beneficiary.

6. COVENANT NO. 6. **Default.** That if default be made in the performance of the obligation, or in the payment of the Indebtedness, or interest thereon, or any part thereof, or in the payment of any of the other moneys agreed to be paid, or of any interest thereon, or if any of the conditions or covenants in this Agreement adopted by reference be violated, and if the notice of breach and election to sell, required by this chapter, be first recorded, then Trustee, its successors or assigns, on demand by Beneficiary, or assigns, shall sell the above-granted Property, or such part thereof as in its discretion it shall find necessary to sell, in order to accomplish the objects of these trusts, in the manner following, namely:

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The Trustees shall first give notice of the time and place of such sale, in the manner provided in NRS 107.080 and may postpone such sale not more than three times by proclamation made to the persons assembled at the time and place previously appointed and advertised for such sale, and on the day of sale so advertised, or to which such sale may have been postponed, the trustee may sell the property so advertised, or any portion thereof, at public auction, at the time and place specified in the notice, at a public location in the county in which the property, or any part thereof, to be sold, is situated, to the highest cash bidder. The Beneficiary, obligee, creditor, or the holder or holders of the Indebtedness may bid and purchase at such sale. The Beneficiary may, after recording the notice of breach and election, waive or withdraw the same or any proceedings thereunder, and shall thereupon be restored to his former position and have and enjoy the same rights as though such notice had not been recorded.

7. COVENANT NO. 7. **Foreclosure Costs.** That the Trustee, upon such sale, shall make (without warranty), execute and, after due payment made, deliver to purchaser or purchasers, his or their heirs or assigns, a deed or deeds of the Property so sold which shall convey to the purchaser all the title of the Trustor/Grantor in the trust Property, and shall apply the proceeds of the sale thereof in payment, firstly, of the expenses of such sale, together with the reasonable expenses of the trust, including counsel fees, as actually incurred in an amount up to Fifty (50%) percent of the amount secured thereby and remaining unpaid, which shall become due upon any default made by Trustor/Grantor in any of the payments aforesaid; and also such sums, if any, as Trustee or Beneficiary shall have paid, for procuring a search of the title to the Property, or any part thereof, subsequent to the execution of the deed of trust; and in payment, secondly, of the obligation or debts secured, and interest thereon then remaining unpaid, and the amount of all other moneys with interest thereon herein agreed or provided to be paid by Trustor/Grantor; and the balance or surplus of such proceeds of sale it shall pay to Trustor/Grantor, his heirs, executors, administrators or assigns.

8. COVENANT NO. 8. **Foreclosure Sale.** That in the event of a sale of the Property conveyed or transferred in trust, or any part thereof, and the execution of a deed or deeds therefore under such trust, the recital therein of default, and of recording notice of breach and election of sale, and of the elapsing of the 3-month period, and of the giving of notice of sale, and of a demand by Beneficiary, his heirs or assigns, that such sale should be made, shall be conclusive proof of such default, recording, election, elapsing of time, and of the due giving of such notice, and that the sale was regularly and validly made on due and proper demand by Beneficiary, his heirs and assigns; and any such deed or deeds with such recitals therein shall be effectual and conclusive against Trustor/Grantor, his heirs and assigns, and all other persons; and the receipt for the purchase money recited or contained in any deed executed to the purchaser as aforesaid shall be sufficient discharge to such purchaser from all obligation to see to the proper application of the purchase money, according to the trusts aforesaid.

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9. COVENANT NO. 9. **Successor Trustee; Multiple Trustees.** That the Beneficiary or his assigns may, from time to time, appoint another trustee, or trustees, to execute the trust created by the deed of trust or other conveyance in trust. A copy of a resolution of the board of directors of Beneficiary (if Beneficiary be a corporation), certified by the secretary thereof, under its corporate seal, or an instrument executed and acknowledged by the Beneficiary (if the Beneficiary be a natural person), shall be conclusive proof of the proper appointment of such substituted trustee. Upon the recording of such certified copy or executed and acknowledged instrument, the new trustee or trustees shall be vested with all the title, interest, powers, duties and trusts in the Property vested in or conferred upon the original trustee. If there be more than one trustee, either may act alone and execute the trusts upon the request of the Beneficiary, and all his acts thereunder shall be deemed to be the acts of all trustees, and the recital in any conveyance executed by such sole trustee of such request shall be conclusive evidence thereof, and of the authority of such sole trustee to act.

SECTION FIVE. WASTE; REPAIR OR REMOVAL OF STRUCTURES

Trustor/Grantor shall not commit waste or authorize the repair, alteration or the removal of any structures on the Property, and shall not do or permit any act that may lawfully result in the creation of a lien or claim on the Property or the improvements of equal or prior rank to the claim of this Deed of Trust without prior written consent of Beneficiary; but shall maintain the Property in good condition, reasonable wear and tear excepted. On any failure to so maintain, Beneficiary, at its option, may cause reasonable maintenance and/or repair work to be performed at Trustor/Grantor's cost.

SECTION SIX. BENEFICIARY PAYMENT IN EVENT OF DEFAULT

If Trustor/Grantor defaults in any of the covenants or agreements contained in this Deed of Trust, or in the Indebtedness secured by it, then Beneficiary, at its option, may perform the same. All expenditures made by Beneficiary in so doing shall draw interest at the per annum rate of eight percent (8%), compounded annually, and shall be repayable by Trustor/Grantor to Beneficiary, and, together with interest and costs accruing, shall be secured by this Deed of Trust.

SECTION SEVEN. SUPPLEMENTAL NOTES

On Beneficiary's request, Trustor/Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by Beneficiary for the alteration, modernization, improvement, maintenance, or repair of such Property, for taxes or assessments against the same, and for any other purpose authorized under this Deed of Trust. This Deed of Trust shall secure the note or notes with equal priority and as fully as if the advance evidenced by the same were included in the Indebtedness first described above. The supplemental note or notes shall bear interest at Eight Percent (8%) and shall be payable in approximately equal monthly payments for such period as may be agreed on by Trustor/Grantor and Beneficiary. On the failure to agree on the maturity,

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the whole of the sum or sums so advanced shall be due and payable ten (10) calendar days after Beneficiary's demand.

SECTION EIGHT. WAIVER OF NOTICE

Trustor/Grantor waives notice of the exercise of any option granted to Beneficiary in this Deed of Trust or in such Indebtedness.

SECTION NINE. CONDEMNATION

Any award of compensation or damages in connection with any condemnation for public use of or injury to the Property or any part of them is now assigned and shall be paid to Beneficiary, who may apply or release such moneys received in the same manner and with the same effect as provided above for the disposition of fire or other insurance proceeds as set forth in Section 4, covenant 2 above.

SECTION TEN. RIGHTS OF TRUSTEE

At any time or from time to time, without liability for the same and without notice, on Beneficiary's written request and presentation of this Deed of Trust and such Indebtedness for endorsement, and without affecting the personal liability of any person for payment of the Indebtedness secured by this Deed of Trust, Trustee may reconvey all or any part of the Property; consent to the making of any map or plate of the Property; join in granting any easement on the Property; or join in any extension agreement or any agreement subordinating this Deed of Trust to subsequent liens or charges.

SECTION ELEVEN. RENTS, ISSUES, AND PROFITS

As additional security, Trustor/Grantor gives to and confers on Beneficiary the right, power, and authority during the continuance of the interests created by this Deed of Trust to collect the rents, issues, and profits of the Property, reserving to Trustor/Grantor the right, prior to any default by Trustor/Grantor in payment of any Indebtedness secured by this Deed of Trust or in the performance of any agreement under this Deed of Trust, to collect and retain such rents, issues, and profits as they become due and payable. On any such default, Beneficiary may at any time without notice, either in person, by agent, or by a court-appointed receiver, and without regard to the adequacy of any security for the Indebtedness secured by this Deed of Trust, enter on and take possession of the Property or any part of them, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, on any Indebtedness secured by this Deed of Trust, and in such order as Beneficiary may determine. The entering on and taking possession of the Property, the collection of the rents, issues, and profits, and the application of the same as stated above shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

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SECTION TWELVE. BANKRUPTCY

If Trustor/Grantor is adjudicated bankrupt or made defendant in a bankruptcy or receivership proceeding, all sums secured by this Deed of Trust shall, at Beneficiary's option, immediately become due and payable. In the event of bankruptcy, Beneficiary shall execute or cause Trustee to execute a written notice of such bankruptcy and of Beneficiary's election to cause the above-described property to be sold to satisfy the obligation of this Deed of Trust, and shall cause such notice to be recorded as then required by law.

On notice of sale as then required by law and elapse of the then-required time period after recordation of notice of default, Trustee, without demand on Trustor/Grantor, shall sell the property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash, payable at the time of sale. Trustee may postpone the sale of all or any part of the property by public announcement at the time and place sale, and from time to time subsequently may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of their truthfulness. Any person, including Trustor/Grantor, Trustee, or Beneficiary, as defined under this Deed of Trust, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this trust, including the costs of evidence of title and reasonable counsel fees in connection with the sale, Trustee shall apply the proceeds of the sale to the payment of all sums expended under the trust terms, not then repaid with accrued interest at the rate provided on the principal debt, all other sums then secured by this Deed of Trust, and the remainder, if any, to the person or persons legally entitled to receive them.

SECTION THIRTEEN. APPLICATION OF DEED OF TRUST

This Deed of Trust applies to, inures to the benefit of, and binds all parties to this agreement, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the holder and owner, including pledgee, of the Indebtedness secured by this Deed of Trust, whether or not named as a Beneficiary in this Deed of Trust. Whenever the context of this Deed of Trust so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

SECTION FOURTEEN. ASSIGNMENT/DELEGATION

Beneficiary may assign all of its rights and obligations under this Deed of Trust upon seven days written notice to Trustor/Grantor.

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Trustor/Grantor may not assign or delegate any of its rights or obligations under this Deed of Trust.

SECTION FIFTEEN. GENERAL PROVISIONS

1. **No Waiver of Rights.** No delay by the holder in enforcing any covenant or right including payment under this Agreement shall be deemed a waiver of any covenant or right and no waiver by the holder of any particular provision of this Agreement shall be deemed a waiver of any other provision or a continuing waiver of the particular provision, and except as so expressly waived, all provisions of this Agreement shall continue in full force and effect.

2. **No Release or Discharge.** No extension of time for payment of this Agreement, and no alteration, amendment or waiver of any provision of this Agreement or of this Deed of Trust shall release, discharge, modify, change or affect the liability of the Grantor/Trustor under this Agreement.

3. **Governing Law; Venue; Jurisdiction.** This Agreement was negotiated for and entered into in Clark County, Nevada, and concerns real property that is situated there. Thus, this Agreement shall be governed by, construed, and enforced exclusively in accordance with the laws of Nevada without regard to its choice of law provisions. In the event of any dispute under this Agreement, venue shall be exclusively in the courts within Clark County, Nevada, and no others. Both parties consent to personal jurisdiction for the courts of Clark County, and waive any argument to the contrary.

4. **Severability.** If for any reason one or more of the provisions of this Agreement or their application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, the provisions shall, to such extent, be held for naught as though not contained in this Agreement but shall nevertheless remain valid, legal and enforceable in all other respects and to such an extent as may be permissible. In addition, any such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

5. **Entire Agreement.** This Agreement contains all agreements of the parties hereto with respect to matters set forth herein and succeeds all prior agreements, representations by, and understandings among the parties hereto with respect to the matters addressed herein. Any amendment of or supplements to this Agreement must be in writing and signed by the party to be charged.

6. **Time is of the Essence.** Time is of the essence in this Agreement and in all provisions contained herein.

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7. **Captions.** The captions appearing at the commencement of the sections of this Agreement are descriptive only and for convenience in reference to this Agreement, and shall not define, limit or describe the scope or intent of this Agreement, nor in any way effect this Agreement.

8. **No Adverse Construction.** The Agreement was drafted with input by both Trustor/Grantor's and Beneficiary's legal counsel, and thus the terms hereof shall not be construed against one party in favor of another.

9. **Binding Effect.** The rights of the parties hereto under this Agreement, shall inure to the benefit of and be binding upon their respective successors, transferees, assignees, officers, directors, agents and employees

10. **Authorization.** The parties hereto represent and warrant that they have taken all actions and obtained all authorization, consent and approval required to authorize the execution of this Agreement by the undersigned.

11. **Notices.** All notices required to be sent pursuant to this Agreement shall be sent certified mail, return receipt requested, or by Federal Express as follows:

Beneficiary:	ACRY Development, LLC 10001 W. Oakland Park Blvd. #202 Sunrise, FL 33351
Trustor/Grantor:	PRECISION ASSETS 6700 Paradise Rd. Unit A-1 Las Vegas, NV 89119
cc:	John Benedict, Esq. 2190 E. Pebble Rd. Ste 260 Las Vegas, NV 89123

or to the address then listed with the State Bar of Nevada as the location of his practice.

EACH PARTY WHO SIGNS THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE OR SHE: HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS AGREEMENT AND ITS FINAL AND BINDING EFFECT; HAS BEEN AFFORDED SUFFICIENT TIME AND OPPORTUNITY TO REVIEW THIS AGREEMENT WITH ADVISORS OR ATTORNEYS OF HIS OR HER CHOICE; HAS HAD AN OPPORTUNITY TO NEGOTIATE WITH REGARD TO THE TERMS OF THIS AGREEMENT; IS FULLY COMPETENT TO MANAGE HIS OR HER OWN BUSINESS AFFAIRS AND TO ENTER INTO OR SIGN THIS AGREEMENT; HAS SIGNED THIS AGREEMENT KNOWINGLY, FREELY AND VOLUNTARILY; AND THAT THE ONLY

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PROMISES MADE TO INDUCE HIM OR HER TO SIGN THIS AGREEMENT AND RELEASE ARE THOSE STATED HEREIN.

PRECISION ASSETS DATED this 12th day of April, 2019.

By: _____
Printed Name: Avi Segal
Its: President

State of Nevada
County of Clark

Subscribed and sworn to (or affirmed) before me on this 12 day of APRIL, 2019 by AVI SEGAL, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

_____
(Signature of Notary)

CODY RAYNOHA
Notary Public-State of Nevada
APPT. NO. 13-10197-1
My Appt. Expires 02-27-2021

EXHIBIT "A"

Lot Twenty-eight (28) in Block Two (2) of Meadow Homes Unit 1, as shown by Map thereof on File in Book 7 of Plats, Page 5, in the Office of the County Recorder of Clark County, Nevada.

Situate in the County of Clark, State of Nevada.

Assessor's Parcel No.: 140-31-817-043

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EXHIBIT 6 EXHIBIT 6

EXHIBIT 6 EXHIBIT 6

Inst #: 20190502-0003510
Fees: $40.00
RPTT: $663.00 Ex #:
05/02/2019 03:49:14 PM
Receipt #: 3700742
Requestor:
WFG NATIONAL TITLE COMPAN
Recorded By: SOV Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN#: **140-31-810-025**
Escrow No. **19-282990**

MAIL TAX STATEMENT TO AND
WHEN RECORDED RETURN TO:
Precision Assets
6700 Paradise Rd. Ste. A-1
Las Vegas, NV 89119

GRANT, BARGAIN, SALE DEED

R.P.T.T. **$663.00**

THIS INDENTURE WITNESSETH: That

Eustachius C Bursey, an unmarried individual,

for a valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to

Precision Assets,

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO:
1. Taxes for the fiscal year 2018-2019.
2. Rights of way, reservations restrictions, easements and conditions of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

WITNESS my hand this 30th day of April, 2019.

E. C. Bu

Eustachius Bursey EUSTACHIUS BURSEY

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me this 30th day of April, 2019 by Eustachius Bursey.

Notary Public for Nevada
My Commission Expires: 6/26/24

JENINE A. SANTOS
Notary Public-State of Nevada
APPT. NO. 10-1946-1
My Appt. Expires 06-26-2021

EXHIBIT "A"
LEGAL DESCRIPTION

Lot Eighty-seven (87) in Block Five (5) of Amended Plat of Meadow Homes Unit No. 3, as shown by Map thereof on File in Book 9 of Plats, Page 63 in the Office of the County Recorder of Clark County, Nevada.

APN: 140-31-810-025

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessors 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. Total Value/Sales Price of Property: **$130,000.00**
   Deed in Lieu of Foreclosure Only (value of property) **(** **)**
   Transfer Tax Value: **$130,000.00**
   Real Property Transfer Tax Due: **$663.00**

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**
Address:	**50 Sacramento Dr**	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 #: **19-282990**
Address: **7450 Arroyo Crossing Parkway, Suite 270**
City: **Las Vegas** State: **NV** Zip: **89113**

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

NEO
BENJAMIN B. CHILDS, Sr ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
Fax 385 1847
ben@benchilds.com
Attorney for Plaintiff
JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE COMPANY and
JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

==========

AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

NOTICE OF ENTRY OF ORDER ON PLAINTIFF/COUNTERDEFENDANT'S MOTIONS IN LIMINE

Take notice that an ORDER ON PLAINTIFF/COUNTERDEFENDANT'S MOTIONS IN LIMINE was filed on October 21, 2021. A copy of said ORDER is attached.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

CERTIFICATE OF SERVICE

This NOTICE OF ENTRY OF ORDER ON PLAINTIFF/COUNTERDEFENDANT'S MOTIONS IN LIMINE, with Exhibit, was served through the Odyssey File and Serve system to all counsel on filing. Electronic service is in lieu of mailing.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

Electronically Filed
10/21/2021 2:55 PM
CLERK OF THE COURT

ORDR
BENJAMIN B. CHILDS, ESQ.
State Bar # 3946
318 South Maryland Parkway
Las Vegas, Nevada 89101
Telephone: (702) 385-3865
Facsimile: (702) 384-1847
ben@benchilds.com
Attorney for Plaintiff

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 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

ORDER ON PLAINTIFF/COUNTERDEFENDANT'S MOTIONS IN LIMINE

The Court reviewed PLAINTIFF/COUNTERDEFENDANT'S MOTIONS IN LIMINE, the oppositions and joinder in oppositions thereto, and the reply.

Good cause appearing, the Court grants in part and denies in part the Motions as set forth below.

1. ISSUE : EXCLUSION OF WITNESSES AND DOCUMENTS DISCLOSED AFTER DISCOVERY DEADLINE, WITH EXCEPTION

The Court GRANTS this Motion.

The discovery deadline was extended to July 23, 2021 by the First Amended Order Setting Civil Jury Trial filed March 19, 2021. [1:18] Witnesses disclosed after the close of discovery on July 23, 2021 will be excluded from testifying and

Case Number: A-19-794335-C

documents disclosed after the close of discovery on July 23, 2021 will be excluded from evidence

However, if Defendant Bursey is called as a witness and he has a felony conviction which is entered after July 23, 2021, evidence of that felony conviction and can be offered as impeachment pursuant to NRS 50.095.

2. ISSUE : ONLY FACTUAL ISSUES SHOULD BE SUBMITTED FOR DECISION BY THE JURY

The Court DENIES this Motion as being vague, but agrees that factual issues should be submitted for decision by the jury.

3 ISSUE : EVIDENCE OF FINANCIAL CONDITION

The Court GRANTS this Motion.

Pursuant to NRS 42.005 (4) Financial condition is a relevant factor for purposes of assessing punitive damages. When the jury determines to assess punitive damages, the party that the jury has decided will be subject to punitive damage shall be ordered to provide financial condition information within two weeks. This information will be provided only if the jury returns a verdict to impose punitive damages, and the financial information will be provided promptly for use in the 2nd punitive damages phase of the trial.

4. ISSUE : READ COMPLAINT TO JURY

The Court GRANTS this Motion.

The Court will read the Second Amended Complaint [SAC] to the jury.

5. ISSUE : EXCLUDE LAY OPINION AS TO WHETHER DATTALA SIGNED THE FOLLOWING SPECIFICALLY IDENTIFIED DOCUMENTS

The Court DENIES this Motion.

As long as foundation is laid pursuant to NRS 52.035 which allows lay witness opinon regarding genuineness of handwriting if the opinions are "based on familiarity not acquired for purposes of the litigation".

6. ISSUE : EXCLUDE COPIES OF CONTESTED DOCUMENTS - PLUS THERE NEEDS TO BE A JURY INSTRUCTION ABOUT DISPUTED DOCUMENTS.

The Court GRANTS this Motion in part and DENIES this Motion in part.

The jury will determine the genuineness of documents and which ones are the authenticated ones. The jury instruction regarding disputed documents will be introduced and Plaintiff can argue the authenticity of certain documents is in dispute and Precision Assets may also rebut and defend their case.

7. ISSUE : NO ANSWER FILED BY BURSEY

The Court GRANTS this Motion.

Bursey has not been participating in this case. The Second Amended Complaint was filed and served months ago, but Bursey has still not filed an answer. Pursuant to NRCP 8(b) (6) Bursey has admitted all allegations in the SAC which concern him.

The following paragraphs of the SAC directly address Bursey and have not been denied and are therefore admitted are set forth below. These are established facts as between Dattala and Bursey.

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.

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.

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.

Property	Amount Received $	Purchase Amount $	DOV [1] Amount $
50 Sacramento	5,000 + 14,443 payments on Deed of Trust	150,000	73,540
59 Sacramento	10,000	220,000	79,091
Total	29,443[2]	370,000	152,263

44. Based on the purchase contracts drafted by Bursey, Dattala should have received a total of $370,000 for the 50 Sacramento and the 59 Sacramento Properties, but instead received $10,000 in earnest money down payments and $4,467 principal and $9,976 interest.

Dattala should have received a total of $152,263 based on the Declaration of Value forms for the 50 Sacramento and the 59 Sacramento Properties, which statements are made "under penalty of perjury" , executed by Bursey, or Bursey's agent, attached to the recorded Quitclaim Deeds.

45. As to the 50 Sacramento Property, Bursey immediately transferred his interest to Precision Assets, LLC by Grant, Bargain and Sale deed recorded April 15, 2019, purportedly for $95,000.

47. As to the 59 Sacramento Property, Bursey immediately transferred his interest to Precision Assets by Grant, Bargain and Sale deed recorded May 2, 2019, purportedly for $130,000.

48. Dattala seeks to impose a constructive trust on the proceeds of the sales to 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

---

[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

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.

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.

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.

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.

///

8. ISSUE : DEFINITIONS TO BE PRESENTED TO JURY

The Court GRANTS this Motion.

All counsel agreed that definitions of specific terms will be helpful to the jury. A list of the terms identified by Dattala is set forth below.

DEFINITIONS

Warranty Deed
Quitclaim Deed
Escrow
Deed of Trust
Reconveyance
Title insurance
Title insurance company
Notary
Purchase Agreement
Wholesaler
Flipper
Lis Pendens

9. ADMISSIBILITY OF BURSEY'S CRIMINAL CONVICTION.

The Court deferred ruling on this Motion.

Dated this 21st day of October, 2021

D8A 8CA C416 8635
Adriana Escobar
District Court Judge

Respectfully Drafted and Submitted by :

/s/ Benjamin B. Childs

BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
Attorney for Plaintiff/Counterdefendant
JOHN DATTALA

Approved as to Form and Content :

THE BALL LAW GROUP
refused to sign
_____
Zachary T. Ball, Esq. (SBN 8364)
Attorneys for Defendant/Counterclaimant/Crossdefendant Precision Assets

Approved as to Form and Content :

LAW OFFICES OF JOHN BENEDICT
refused to sign
_____
John Benedict, Esq. (SBN 5581)
Attorneys for Defendant Acry Development, LLC and
Crossclaimant Precision Assets

Approved as to Form and Content :

WRIGHT, FINLAY & ZAK, LLP
_refused to sign______
Aaron D. Lancaster, Esq. (SBN 10115)
Christina V. Miller, Esq. (SBN 12448)
Attorneys for Defendant/Crossdefendant WFG National Title Insurance Company

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

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Attorney for Plaintiff
JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE COMPANY and
JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

==========

AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

NOTICE OF ENTRY OF ORDER ON PRECISION ASSETS MOTION IN LIMINE NO 4

Take notice that an ORDER ON PRECISION ASSETS MOTION IN LIMINE NO 4 was filed on October 21, 2021. A copy of said ORDER is attached.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

CERTIFICATE OF SERVICE

This NOTICE OF ENTRY OF ORDER ON PRECISION ASSETS MOTION IN LIMINE NO 4, with Exhibit, was served through the Odyssey File and Serve system to all counsel on filing. Electronic service is in lieu of mailing.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

Case Number: A-19-794335-C

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Attorney for Plaintiff

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
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

Hearing : 11/4/2021 @ 10:00

ORDER ON PRECISION ASSETS MOTION IN LIMINE NO 4

The Court reviewed PRECISION ASSETS MOTION IN LIMINE NO 4 [the Motion] and the joinders thereto, and the reply. The Motion seeks to preclude Plaintiff from introducing evidence concerning Precision Assets corporate status or any evident referring to Precision Assets, LLC.

Good cause appearing, the Court GRANTS the Motion, subject to the Plaintiff's conditional joinder as set forth below.

This ruling applies to ALL parties, not just Plaintff.

The documents that are precluded from evidence are set forth in Exhibit 1, with the exception that the Preliminary Title Report dated 4/8/2019 [Exhibit 1, 52 - 57] because this report expressly identifies Plaintiff as the owner of 50 Sacramento on that date and the existence of the $150,000 deed of trust which was recorded on August 2, 2018. Obviously this goes to the issue of notice. Plus, just the common sense question of how is Bursey

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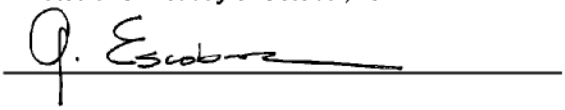
Case Number: A-19-794335-C

selling 50 Sacramento for $95,000 [Exhibit 1, 25] when there's a less than one year old deed of trust outstanding in the amount of $150,000 [Exhibit 1, 56].

IT IS SO ORDERED.

Dated this 21st day of October, 2021



228 848 475F 29DE
Adriana Escobar
District Court Judge

Respectfully Drafted and Submitted by :

/s/ Benjamin B. Childs

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Nevada Bar # 3946
Attorney for Plaintiff/Counterdefendant
JOHN DATTALA

Approved as to Form and Content :

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refused to sign

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Attorneys for Defendant/Counterclaimant/Crossdefendant Precision Assets

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LAW OFFICES OF JOHN BENEDICT

refused to sign

John Benedict, Esq. (SBN 5581)
Attorneys for Defendant Acry Development, LLC and
Crossclaimant Precision Assets

Approved as to Form and Content :

WRIGHT, FINLAY & ZAK, LLP

refused to sign

Aaron D. Lancaster, Esq. (SBN 10115)
Christina V. Miller, Esq. (SBN 12448)
Attorneys for Defendant/Crossdefendant WFG National Title Insurance Company

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

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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 RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT, MOTION TO EXPUNGE LIS PENDENS AND MOTION TO EXPUNGE DEED OF TRUST

TO: ALL PARTIES and their ATTORNEYS.

PLEASE TAKE NOTICE of the following Order Granting Precision Asset's Motion for Summary Judgment, Motion to Expunge Lis Pendens and Motion to Expunge Deed of Trust that was entered on the 22nd day of October, 2021. A copy of said Order is attached hereto.

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/ / /

/ / /

THE BALL LAW GROUP
1935 Village Center Circle, Suite 120
Las Vegas, Nevada 89134
(702) 303-8600

DATED this 23rd day of October, 2021.

THE BALL LAW GROUP

/s/ Zachary T. Ball
Zachary T. Ball, Esq.
Nevada Bar No. 8364
1935 Village Center Circle, Suite 120
Las Vegas, NV 89134
Attorney for *Precision Assets, as Defendant, Counterclaimant and Crosslaimant against Eustachius Bursey*

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT, MOTION TO EXPUNGE LIS PENDENS AND MOTION TO EXPUNGE DEED OF TRUST** was electronically filed with the Eighth Judicial District Court on the 23rd day of October, 2021. Electronic service of the foregoing document shall be sent by the Court via email to the addresses furnished by the registered user(s) pursuant to N.E.F.C.R. 9(b) and 13(c) and as shown below:

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WFG National Title Insurance Company

DISTRICT COURT

CLARK COUNTY, NEVADAP

JOHN DATTALA;

Plaintiffs,

vs.

EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X,

Defendants.

AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT, MOTION TO EXPUNGE LIS PENDENS AND MOTION TO EXPUNGE DEED OF TRUST

The Motion for Summary Judgment, Motion to Expunge Deed of Trust, and Motion to Expunge Lis Pendens filed by Precision Assets (as Defendant, Counterclaimant, and Crossclaimant against Eustachius Bursey hereinafter referred to as "Precision and/or Precision Assets") came on for hearing before Department 14 of the Eighth Judicial District Court, the Honorable Adriana Escobar presiding, on September 28, 2021. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, this Court issues the following order:

Dattal v. Precision Assets et al
Case # 84762
Page 1701 of 2046

Case Number: A-19-794335-C

I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY.

Precision Assets holds title to two parcels of real property that are involved in this action: 50 Sacramento Drive, Las Vegas, Nevada and 59 Sacramento Drive, Las Vegas, Nevada. Precision Assets purchased both properties from defendant Eustachius C. Bursey, who claims to have purchased the properties from plaintiff John 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. 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").

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 ("50 Sacramento 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.

Defendant Bursey contends that he and Plaintiff executed two additional documents, with both documents recorded on April 8, 2019:

- Dattala executes a Deed of Reconveyance relating to the 2018 Deed of Trust in full; and
- 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.

On April 7, 2019, Bursey contends that Dattala executed a notarized affidavit of grantor, asserting that the quit claim deed 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. When documents relating to an escrow transaction are executed outside of the transaction, WFG may request an Affidavit of Grantor as a condition to Closing.

/ / /

1. Precision Receives An Assignment Of The HCO Contract To Purchase 50 Sacramento Drive.

Precision Assets is a real estate investment company. Precision Assets has established multiple business channels whereby it can obtain information about parcels of real property available for purchase. On April 9, 2019, Precision Assets received an email from a third party, "Equity Connect – Wholesale Properties" ("Equity Connect") regarding 50 Sacramento. After completing a satisfactory investigation, Precision Assets agreed to be assigned the rights to the 50 Sacramento Purchase Contract.

On April 10, 2019, WFG confirmed receipt of $5,000 from Precision Assets. On April 12, 2019, Defendant Bursey, as seller, and Precision Assets, as buyer, executed escrow instructions and an amendment to the escrow instructions to fully perform the 50 Sacramento Purchase Contract.

On April 12, 2019, Defendant Bursey provided two notarized affidavits to WFG 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; 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;

On April 15, 2019, escrow confirmed receipt of $106,675.61 from Precision Assets. Combined with the prior $5,000 payment from Precision Assets, Precision Assets 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 by WFG from Defendant Bursey to Precision Assets to complete the arms-length transaction. On April 15, 2019, an owner's title insurance policy issued in favor of Precision Assets, with title vested in Precision Assets. On April 15, 2019, escrow closed. Prior to the close of escrow, Precision Assets did not receive any communications whatsoever from Dattala.

/ / /

3. Precision Assets' Detailed Due Diligence Never Identified Any Information Indicating A Cloud On Title.

During escrow for 50 Sacramento, Precision Assets reviewed all escrow and title documents before execution. Precision Assets did not uncover or suspect any potential problems with 50 Sacramento before or during escrow. Indeed, Precision Assets received an insurance policy concerning title to the property.

On April 18, 2019, Precision Assets borrowed $149,675.61 from Acry Development, LLC, secured by a Deed of Trust recorded against 50 Sacramento.

Furthermore, Defendant Spencer, the licensed notary who notarized Dattala and Defendant Bursey's signatures on a Deed of Reconveyance and a Quit Claim Deed, testified that she had no knowledge of Precision Assets nor had any communications with them in any capacity. Defendant Spencer further testified that she personally witnessed Dattala sign the Deed of Reconveyance and Deed of Trust in her presence. 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 the Deed of Reconveyance and Quit Claim Deed.

B. 59 Sacramento Drive.

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. On April 19, 2019, HCO Residential, LLC ("HCO") and Defendant Bursey entered into a purchase contract for 59 Sacramento for $130,000.00 ("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.

On April 22, 2019, a quit claim deed was recorded, whereby Dattala quitclaimed 59 Sacramento to Bursey in exchange for payment of $79,091.00. On April 22, 2019, Bursey contends that Dattala provided an executed notarized Affidavit of Grantor asserting that the quit claim deed 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.

1. Precision Assets Receives An Assignment Of The HCO Contract To Purchase 59 Sacramento Drive.

On April 22, 2019, Precision Assets received another email from Equity Connect, providing information about 59 Sacramento and its availability for purchase. On April 30, 2019, Defendant Bursey provided two notarized affidavits to WFG as follows:

- 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; and
- 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.

After completing a satisfactory investigation, Precision Assets agreed to be assigned the rights to the 59 Sacramento Purchase Contract. On May 2, 2019, Defendant Bursey, as seller, and Precision Assets, as buyer, executed escrow instructions, supplemental escrow instructions and an amendment to the escrow instructions. On May 2, 2019, escrow confirmed Precision Assets paid $148,366.94 to close the 59 Sacramento purchase transaction. On May 2, 2019, WFG recorded a Grant, Bargain and Sale Deed from Defendant Bursey to Precision Assets.

On May 2, 2019, WFG issued an owner's title insurance policy in favor of Precision Assets, with title vested in Precision Assets. Prior to the close of escrow, Precision Assets did not receive any communications whatsoever from Dattala.

1. Precision Assets' Detailed Due Diligence Never Identified Any Information Indicating A Cloud On Title.

During escrow for 59 Sacramento, Precision Assets reviewed all escrow and title documents before execution, and none of the documents reflected any defects or potential title issues with 59 Sacramento. Precision Assets did not uncover or suspect any potential problems with 59 Sacramento before or during escrow. Indeed, Precision Assets received an insurance policy concerning title to the property.

Defendant Medina, the licensed notary who notarized Dattala and Defendant Bursey's signatures on the Affidavit of Grantor, testified that she recalls personally meeting with Dattala to obtain his signature on the Affidavit of Grantor**.** Ms. Medina recalled Dattala signing the documents in question after reading the documents and did not witness any duress or intoxication. Ms. Medina testified that she has no knowledge of Precision Assets nor had any communications with Precision Assets in any capacity.

II. STANDARD OF LAW.

A. Grant Of Summary Judgement.

"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 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.

B. Quiet Title And Bona Fide Purchaser.

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 Assets need only show that: (1) that it purchased the properties for "valuable consideration"; and (2) without notice of a competing or a superior interest in the property. *Berge v. Fredericks*, 95 Nev. 183, 591 P.2d 246 (1979). On this issue, "[Nevada] decisions are uniform that the *bona fide* purchaser of a legal title is not affected by any latent equity founded either on a trust, [e]ncumbrance, or otherwise, of which he has no notice, actual or constructive." *Moore v. De Bernardi*, 220 P. 544, 547 (Nev. 1923).

C. Expungement Of Deed Of Trust.

Nevada law requires that a promissory note and corresponding deed of trust must be held by the same person to foreclose under NRS Chapter 107. *Leyva v. National Default Servicing Corp.,* 127 Nev. 470, 476, 255 P.3d 1275, 1279-80 (2011). To have standing to foreclose, the current beneficiary of the deed of trust and the current holder of the promissory note must be the same. *Edelstein v. Bank of N.Y. Mellon*, 128 Nev. 505, 514, 286 P.3d 249, 255 (2012).

D. Expungement Of Lis Pendens.

A Lis Pendens is governed by NRS 14.015. Pursuant to NRS 14.015(2), a party seeking to maintain a Lis Pendens must show four elements: (1) the action affects title or possession of the real property described, (2) the action is not brought for bad faith or for an improper motive, (3) perform any conditions precedent to the relief sought, and (4) the party who recorded the notice would be injured by any transfer. Following a conclusive showing of all four of these elements, the party seeking to maintain a Lis Pendens must then, pursuant to NRS 14.015(3), prove a fifth element – either that it is likely to prevail in the action or has a fair chance of success on the merits and that the harm to him would be greater than the harm to property owner. Without proving all five of these elements, a Lis Pendens cannot remain on the property and the court "shall order the cancellation of the notice of pendency."

III. FINDINGS OF FACT.

Precision Assets is the record title holder of 50 Sacramento and 59 Sacramento.

Precision Assets purchased 50 Sacramento and 59 Sacramento from defendant Bursey pursuant to assignments it received from HCO Residential, LLC.

Bursey did not sign a promissory note in favor of Plaintiff in connection with Bursey's acquisition of 50 Sacramento or 59 Sacramento from Plaintiff.

Precision Assets paid $95,000.00 for 50 Sacramento.

Precision Assets paid $130,000.00 for 59 Sacramento.

Bursey represented to HCO Residential LLC that he was the only party in possession of the two properties and that there were no other parties who claimed possession of the properties.

Bursey had recorded a Deed of Reconveyance concerning the 50 Sacramento property that he claimed had been signed by Plaintiff.

Bursey had recorded a Quit Claim deed transferring title in 50 Sacramento from Plaintiff to Bursey in exchange for payment of $73,540.00, which Bursey represented had been signed by Plaintiff.

Bursey provided WFG with a notarized Affidavit of Grantor, asserting that the Quit Claim deed transferring 50 Sacramento to Bursey was an arms-length transaction and that Plaintiff does not claim any further ownership interest in 50 Sacramento.

WFG National Title Insurance Company issued a title insurance policy to Precision Assets concerning 50 Sacramento.

Bursey had recorded a Quit Claim deed transferring title in 59 Sacramento to Bursey in exchange for payment of $79,091.00, which Bursey represented had been signed by Plaintiff.

Bursey provided WFG with a notarized Affidavit of Grantor, asserting that the Quit Claim deed transferring 59 Sacramento to Bursey was an arms-length transaction and that Plaintiff does not claim any further ownership interest in 59 Sacramento.

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IV. CONCLUSIONS OF LAW.

The evidence presented by the parties demonstrates that no genuine issues of material fact exist and that Precision Assets is entitled to judgment as a matter of law as set forth in its Motion for Summary Judgment against plaintiff Dattala and cross-claimant Bursey.

Precision Assets purchased 50 Sacramento and 59 Sacramento in good faith.

Precision Assets purchased 50 Sacramento and 59 Sacramento for valuable consideration.

Precision Assets did not have actual knowledge, constructive notice of, or reasonable cause to know that there was a defect in or adverse rights, title or interest to 50 Sacramento.

Precision Assets did not have actual knowledge, constructive notice of, or reasonable cause to know that there was a defect in or adverse rights, title or interest to 59 Sacramento.

As a matter of law, any knowledge held by WFG as the escrow holder is not imputed to Precision Assets. *Huntington v. Mila*, Inc., 119 Nev. 355, 358, 75 P.3d 354, 356 (2003), as corrected (Sept. 24, 2003).

Precision Assets is a bona fide purchaser of 50 Sacramento.

Precision Assets is a bona fide purchaser of 59 Sacramento.

Bursey has neither answered nor addressed Precision Assets' claims against him for breach of contract, unjust enrichment, and fraud concerning both the 50 and 59 Sacramento properties.

As a matter of law, Plaintiff cannot succeed on the merits of his claims against Precision Assets on 50 Sacramento.

As a matter of law, Plaintiff cannot succeed on the merits of his claims against Precision Assets on 59 Sacramento.

As a matter of law, Precision Assets succeeds on the merits of its claims against Plaintiff.

As a matter of law, Plaintiff's Deed of Trust is improper because he does not have a related Promissory Note, and that Deed of Trust shall be canceled and stricken from title to the 50 Sacramento Property.

As a matter of law, Plaintiff cannot meet his burden under NRS 14.015, to maintain the Lis Pendens he recorded against 50 Sacramento and 59 Sacramento, and therefore those Lis Pendens shall be expunged/canceled.

ORDER

IT IS ORDERED that Moving Defendant, Counterclaimant and Crossclaimant Precision Asset's Motion for Summary Judgment against plaintiff Dattala and cross-claimant Bursey is Granted.

IT IS FURTHER ORDERED that Moving Defendant/Counterclaimant Precision Asset's Motion to Expunge Deed of Trust is Granted, and the Lis Pendens recorded by Plaintiff against both 50 Sacramento and 59 Sacramento shall be released, canceled and stricken from title to the 50 Sacramento Property forthwith.

IT IS FURTHER ORDERED that Moving Defendant/Counterclaimant Precision Asset's Motion to Expunge Lis Pendens is Granted.

IT IS FURTHER ORDERED that Precision Asset is the sole and rightful owner to the Property, free of any interest, liens, or encumbrances of plaintiff Dattala.

IT IS FURTHER ORDERED that Moving Defendant/Counterclaimant Precision Asset may record this Judgment with the Clark County Recorder's Office and the Clark County Recorder's Office shall record this Judgment in favor of Precision as to the Property.

IT IS FURTHER ORDERED that Deed of Trust identified in the Motion as not securing a promissory note shall be canceled, released, and stricken from title to the 50 Sacramento Property forthwith.

IT IS SO ORDERED.

Dated this 22nd day of October, 2021

DISTRICT COURT JUDGE

90A 6C7 A1DE 3A5E
Adriana Escobar
District Court Judge

Respectfully Submitted by:

WRIGHT, FINLAY & ZAK, LLP

/s/ Aaron D. Lancaster
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Attorneys for Defendant/Crossclaim Defendant, WFG National Title Insurance Company

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order Granting was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

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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.	Case No.: A-19-794335-C Dept. No.: 14 **PRECISION ASSETS' OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION** Date of Hearing: 11/16/2021 Time of Hearing: 10:00 am

Precision Assets (as Defendant, Counterclaimant against Eustachius Bursey hereinafter referred to as "Precision and/or Precision Assets"), by and through its attorney, Zachary T. Ball, Esq. of BALL LAW GROUP, submits its Opposition to the Motion for Reconsideration filed by plaintiff John Dattala as follows:

Plaintiff's Motion for Reconsideration should be denied as Mr. Dattala does not provide the Court with any legal reason to reconsider its rulings granting Precision's Motion for Summary Judgment, Motion to Expunge Lis Pendens or Motion to Expunge Deed of Trust. According to the Nevada Supreme Court "[a] district court may reconsider a previously decided issue if ***substantially different evidence*** is subsequently introduced or the decision is ***clearly erroneous***." (*Masonry & Tile Contractors v. Jolley, Urga & Wirth Ass'n*, 113 Nev. 737, 741

(1997) [emphasis added].) The high court also observed that "[o]nly in very rare instances in which *new issues of fact or law* are raised supporting a ruling contrary to the ruling already reached should a motion for rehearing be granted." (*Id.* [emphasis in original].) Under these rules, Plaintiff does not meet his burden.

First, Plaintiff does not identify any different evidence that would impact the Court's rulings, let alone substantially different evidence. While Plaintiff attempts to rely on the Court's legal rulings concerning motions in limine and findings of fact concerning his claims against defendants Bursey and Medina[1], those rulings and findings are not evidence and do not impact any of the motions filed by Precision. Second, Plaintiff does not argue that any of the Court's rulings are clearly erroneous. He instead argues that the Court's rulings should be reconsidered in light of unrelated rulings it made after it rendered the rulings at issue. Plaintiff does not even attempt to satisfy the prongs identified by the Supreme Court to obtain reconsideration.

Plaintiff devotes almost all of his Motion, and all of his Supplement, to discussing facts that have been deemed established between himself and defendants Bursey and Medina. On pages 4 through 12 of his Motion, Plaintiff repeats allegations from his Second Amended Complaint that implicate defendant Bursey. Pages 2 through 11 of his Supplement likewise repeats allegations from his SAC that implicate Bursey and Medina. Plaintiff then identifies facts that are now deemed to be true between himself and Bursey/Medina. However, these facts ***do not implicate Precision and do not create any liability by Precision***. These facts simply establish that Plaintiff has valid claims against Bursey and Medina.

Plaintiff argues that it is now a fact "that Bursey's representations '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.'" (Motion at 14:2-5.) Plaintiff also argues that it is "now a fact that Bursey fraudulently recorded the Quitclaim Deed and a Deed of Reconveyance to attempt to obtain record title to the 50 Sacramento Property by attaching a signature page from another document to those

[1] Precision objects to the Supplement filed by Plaintiff. The Supplement was filed on October 18, which was 7 days before Precision was required to file its Opposition. As such, the Supplement is untimely.

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documents." (Motion at 14:10-13.) However, while these and the other deemed facts may impose liability on Bursey ***they have no impact on Precision***.

Plaintiff argues in his Supplement that "the authenticity of documents has now been determined." (Supplement at 12:20.) He then contends that four specific documents have now been deemed to be "fraudulent, false and/or forged." (Supp. At 12:21.) The four documents are: (1) Quitclaim Deed to 50 Sacramento; (2) Deed of Full Reconveyance recorded April 8, 2019; (3) WFG National Title Insurance Company Affidavit of Grantor; and (4) Page 96 of Lillian Medina notary book. However, as discussed below, these "deemed facts" cannot help Plaintiff as against Precision.

As noted in Precision's Motion for Summary Judgment, Plaintiff's SAC does not contain any allegations that Precision committed any misconduct, that it had any knowledge of Bursey's misconduct or that it had reason to suspect that Bursey committed misconduct. The Court relied on the total lack of allegations against Precision along with the evidence provided by Precision when it granted Precision's Motion for Summary Judgment and its other motions. None of the facts Plaintiff identifies in his Motion for Reconsideration or his untimely Supplement have any bearing on the Court's reasoning or its findings as to Precision.

Further, Plaintiff either misunderstands the basis for the Court's grant of Precision's three motions or he simply chose to ignore it. The Court found that Precision is a bona fide purchaser and that, among other things, it did not have any notice that Plaintiff claimed an interest in either of the two properties it bought from Bursey. Based on the evidence submitted by the parties, these findings are still proper even if Bursey forged documents to obtain the two properties from Plaintiff. (*See Barnett Bank v. Chiatovich*, 48 Nev. 319, 322 (1925) ["The general rule is that fraud in a contract, or in the consideration out of which a negotiable instrument arose, is no defense in favor of the maker as against a bona fide holder."].) Plaintiff does not allege in his SAC and he does not argue in his Motion that Precision should have known that any of the documents were forged and nothing in his motion refutes the Court's finding that Precision is a bona fide purchaser.

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The purpose of the bona fide purchaser doctrine is to protect buyers such as Precision who, in good faith and without knowledge that its seller committed fraud, buy property. As noted in Precision's Motion for Summary Judgment, "[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]ncumbrances, or otherwise, of which he has no notice, actual or constructive." (*Moore v. De Barnardi*, 220 P. 544, 547 (Nev. 1923).) Precision does not and cannot challenge the Court's finding that Precision is a bona fide purchaser and this finding renders the fact that Bursey forged documents meaningless.

Plaintiff is grasping at straws when he seeks to resurrect claims that the Court properly found were improper. While Plaintiff was apparently harmed by Bursey and Medina, Precision did not do anything wrong it and it had no reason to suspect Bursey's misconduct. Plaintiff does not identify any basis that allows the Court to reconsider its prior rulings, he does not identify any different evidence and he does not contend that the Court's rulings were clearly erroneous. Plaintiff does not meet his burden and his Motion for Reconsideration should be denied.

DATED this 24th day of October, 2021.

THE BALL LAW GROUP

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PRECISION ASSETS' OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION** was electronically filed with the Eighth Judicial District Court on the 24th day of October, 2021. Electronic service of the foregoing document shall be sent by the Court via email to the addresses furnished by the registered user(s) pursuant to N.E.F.C.R. 9(b) and 13(c) and as shown below:

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DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

v.

EUSTACHIUS C. BURSEY and PRECISION ASSETS; ACRY DEVELOPMENT LLC, and LILLIAN MEDINA and 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

NOTICE OF ENTRY OF ORDER

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an ORDER GRANTING DEFENDANT WFG NATIONAL TITLE INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT was entered in the above-entitled Court on the 22nd day of October, 2021. A copy of which is attached hereto.

DATED this 25th day of October, 2021.

WRIGHT, FINLAY & ZAK, LLP
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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 25th day of October, 2021, I did cause a true copy of **NOTICE OF ENTRY OF ORDER** to be e-filed and 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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DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA; Plaintiffs, vs. EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X, Defendants. AND RELATED CLAIMS.	Case No.: A-19-794335-C Dept. No.: 14 **ORDER GRANTING DEFENDANT WFG NATIONAL TITLE INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT**

The Motion for Summary Judgment against Plaintiff filed by WFG National Title Insurance Company ("WFG") came on for hearing before Department 14 of the Eighth Judicial District Court, the Honorable Adriana Escobar presiding, on September 28, 2021. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, this Court issues the following order:

I. FINDINGS OF FACT.

1. On or about November 14, 2008, Plaintiff obtained title to 59 Sacramento Drive, Las Vegas, NV 89110 ("59 Sacramento").

2. WFG engaged Simple Signings, a third-party signing/notary services vendor, to

Case Number: A-19-794335-C

handle Dattala's execution of an Affidavit of Grantor regarding 59 Sacramento.

3. Lilian Medina ("Medina") was an independent notary that Simple Signings assigned to handle Dattala's execution and notarization of an Affidavit of Grantor regarding 59 Sacramento.

4. Medina was an independent notary of Simple Signings and not an employee of WFG.

5. Medina was paid by Simple Signings regarding the execution and notary of the Affidavit of Guarantor.

6. As Medina was not an employee of WFG, WFG has never provided any training or supervision regarding Medina's notary activities.

II. CONCLUSIONS OF LAW.

A. Summary Judgement.

"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 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*. The governing law determines which "factual disputes are material and will preclude summary judgment; other factual disputes are irrelevant." *Wood*, 121 P.3d at 1031. Accordingly, Nevada courts follow the federal summary judgment standard, not the "slightest doubt" standard previously applicable before *Wood*. *Id.* at 1031, 1037.

B. Plaintiff's Quiet Title and Declaratory Relief Causes of Action.

1. 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.

2. WFG does not claim a current interest in either 50 Sacramento or 59 Sacramento.

3. The evidence presented by the parties demonstrates that no genuine issues of material fact exist and that WFG is entitled to judgment as a matter of law as set forth in its Motion for Summary Judgment against Plaintiff regarding his Quiet Title and Declaratory Relief causes of action against WFG.

4. As a matter of law, Plaintiff cannot succeed on the merits of his Quiet Title and Declaratory Relief causes of action against WFG.

C. Plaintiff's Negligence Causes of Action.

1. 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).

2. WFG did not exercise any degree of supervision over the details of Medina's notarial acts regarding the Affidavit of Guarantor; Medina was paid by Simple Signings as an independent contractor; WFG contracted with Simple Signings to obtain signatures and, where required, the notarization of signatures, to various documents; WFG did not have any control to hire or fire Medina; Medina did not engage in performing a title analysis, escrow services or insurance underwriting on behalf of WFG regarding the subject properties

and her sole assignment, assigned by Simple Signings, was the notarial acts regarding the Affidavit of Guarantor; and WFG did not exercise any degree of control over Medina's hours and location of employment.

3. "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).

4. Medina was not the employee of WFG in any capacity.

5. Dattala's respondeat superior liability cannot attach to WFG.

6. 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.

7. "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). "In an agency relationship, the principal possesses the right to control the agent's conduct." *Hunter Mining Lab. v. Management Assistance*, 104 Nev. 568, 571, 763 P.2d 350, 352 (1988). "This principle of agency, however, does not mean that an agency relationship exists every time one party has a contractual right to control some aspect of another party's business." *Id.*

> The relation between parties to which responsibility attaches to one, for the acts of negligence of the other, must be that of superior and subordinate, or, as it is generally expressed, of master and servant, in which the latter is subject to the

> control of the former. The responsibility is placed where the power exists. Having power to control, the superior or master is bound to exercise it to the prevention of injuries to third parties, or he will be held liable.

Wells, 64 Nev. at 64-65.

8. WFG did not have any power or control over the work Simple Signings was contracted to perform. WFG did not have any power or control in the performance of the work Medina was assigned to perform from Simple Signings. Specifically, (1) WFG did not exercise any degree of supervision over the details of Medina's notarial acts regarding the Affidavit of Guarantor, (2) Simple Signings was paid as a vendor out of the escrow funds and Simple Signings paid Medina, (3) WFG has no control or right to hire or fire Medina, and (4) WFG did not exercise any degree of control over Medina's hours and location of employment. 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 entities required to execute the documents as part of an escrow transaction.

9. "[T]here is no relationship of 'superior and subordinate, or, as it is generally expressed, of master and servant, in which the latter is subject to the control of the former. The responsibility is placed where the power exists."' *Hanneman v. Downer*, 110 Nev. 167, 175, 871 P.2d 279, 284 (1994), quoting *Wells,* 64 Nev. at 64.

10. Medina did not have any authority to act on behalf of WFG.

11. WFG is not liable for any damages caused by Medina's actions.

12. The evidence presented by the parties demonstrates that no genuine issues of material fact exist and that WFG is entitled to judgment as a matter of law as set forth in its Motion for Summary Judgment against Plaintiff regarding his Negligence causes of action against WFG.

13. As a matter of law, Plaintiff cannot succeed on the merits of his Negligence causes of action against WFG.

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D. Plaintiff's Failure to Supervise, Inadequate Training and Education Cause of Action.

1. 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).

2. As Medina was not an employee of WFG this claims fails as a matter of law.

3. The evidence presented by the parties demonstrates that no genuine issues of material fact exist and that WFG is entitled to judgment as a matter of law as set forth in its Motion for Summary Judgment against Plaintiff regarding his Failure to Supervise, Inadequate Training and Education causes of action against WFG.

4. As a matter of law, Plaintiff cannot succeed on the merits of his Failure to Supervise, Inadequate Training and Education causes of action against WFG.

ORDER

IT IS ORDERED that Moving Defendant WFG National Title Insurance Company's Motion for Summary Judgment against Plaintiff Dattala is Granted.

IT IS SO ORDERED.

Dated this 22nd day of October, 2021

DISTRICT COURT JUDGE

859 AA2 AC86 8791
Adriana Escobar
District Court Judge

Respectfully Submitted by:

WRIGHT, FINLAY & ZAK, LLP

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CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order Granting was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

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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 AVI SEGAL and JOHN DOES 1 through 5 inclusive and ROE CORPORATION 1 through X, Defendants. AND ALL RELATED CLAIMS.	CASE NO.: A-19-794335-C DEPT. NO.: 14 **DEFENDANT ACRY DEVELOPMENT LLC'S JOINDER TO DEFENDANT/ COUNTERCLAIMANT PRECISION ASSETS' OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION**

//

//

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Case Number: A-19-794335-C

COMES NOW Defendant ACRY DEVELOPMENT, LLC, by and through its counsel, John Benedict, Esq. of the Law Offices of John Benedict, and hereby joins in Defendant/Counterclaimant Precision Assets' Opposition to Plaintiff's Motion for Reconsideration filed on October 24, 2021, in the above-captioned matter.

DATED this 27th day of October 2021.

LAW OFFICES OF JOHN BENEDICT

By: ***/s/ John Benedict***

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 27th day of October 2021, I served a true and correct copy of the foregoing **DEFENDANT ACRY DEVELOPMENT LLC'S JOINDER TO DEFENDANT/ COUNTERCLAIMANT PRECISION ASSETS' OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION** through the Court's electronic filing system, addressed as follows:

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On behalf of the Law Offices of John Benedict

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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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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DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE COMPANY
and JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

==========

AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

HEARING REQUESTED

DATTALA'S MOTION FOR RECONSIDERATION

Plaintiff JOHN DATTALA [Dattala herein] moves for reconsideration of the ORDER GRANTING WFG NATIONAL TITLE INSURANCE COMPANY'S[1] MOTION FOR SUMMARY JUDGMENT [the Order herein] against himself. Notice of Entry of Order was filed and served October 25, 2021. [Exhibit 1] This motion is timely filed.

LEGAL AUTHORITY

EDCR Rule 2.24. Rehearing of motions.

(a) No motions once heard and disposed of may be renewed in the same cause, nor may the same matters therein embraced be reheard,

[1]. WFG NATIONAL TITLE INSURANCE COMPANY is referred to as WFG herein.

Case Number: A-19-794335-C

unless by leave of the court granted upon motion therefor, after notice of such motion to the adverse parties.

(b) A party seeking reconsideration of a ruling of the court, other than any order that may be addressed by motion pursuant to NRCP 50(b), 52(b), 59 or 60, must file a motion for such relief within 14 days after service of written notice of the order or judgment unless the time is shortened or enlarged by order. A motion for rehearing or reconsideration must be served, noticed, filed and heard as is any other motion. A motion for reconsideration does not toll the period for filing a notice of appeal from a final order or judgment.

(c) If a motion for rehearing is granted, the court may make a final disposition cause without reargument or may reset it for reargument or resubmission or may make such other orders as are deemed appropriate under the circumstances of the particular case.

This court has inherent authority to grant a motion for reconsideration and vacate or modify any order before the entry of final judgment if the Court concludes re-argument is warranted. Prior to the entry of a final judgment the district court remains free to reconsider and issue a written judgment different from its oral pronouncement. . *Gibbs, v. Giles,* 96 Nev. 243, 245, 6047 P.2d 118, 119 (1980); *Tener v. Babcock*, 97 Nev. 369, 632 P.2d 1140 (1981); *Lagrange Constr. v. Del E. Webb Corp.*, 83 Nev. 524, 435 P.2d 515 (1967); see also *Rae v. All American Life & Cas. Co.*, 95 Nev. 920, 605 P.2d 196 (1979).

A Motion for Reconsideration must set forth the following: (1) some valid reason why the court should revisit its prior order; and (2) facts of law of a "strongly convincing nature" in support of reversing the prior decision. *Frasure v. United States*, 256 F. Supp. 2d 1180, 1183 (D. Nev. 2003). A motion for reconsideration is reserved for the "very rare instances in which new issues of fact or law are raised. supporting a ruling contrary lo the ruling already reached." *Moore v. City of Las Vegas*, 92 Nev. 402, 404, 551 P.2d 244, 246 (Nev. 1976).

As set forth below, new issues of fact support, nay REQUIRE, a ruling contrary lo the ruling already reached.

THE ORDER GRANTING WFG'S MOTION FOR SUMMARY JUDGMENT REQUIRES RECONSIDERATION

Findings in the Order are interim. There is no final order regarding the facts set forth as the basis for the Order.

FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA [referred to herein as the FFCL] was signed by the Court and filed on October 15, 2021, with Notice of Entry of Judgment being filed and served the same day. Exhibit 2. This is expressly "certified as a final, appealable judgment." [Exhibit 2, 21:14]

Thus, subsequent to the September 28, 2021 hearing on WFG's Motion for Summary Judgment which resulted in the Order the Court signed and filed the FFCL. Factual findings in the FFCL preclude the granting of summary judgment in favor of WFG against Dattala.[2] The specific findings in the FFCL are set forth below. At the very minimum, the Court has stated multiple disputes of material fact as there are directly contrary facts set forth in the Order (which is interim and can be changed) and the FFCL (which are final, appealable and cannot be changed). Given the service date of the Notice of Entry of the FFCL on October 15, 2021, the deadline for filing a motion for new trial or for amendment of judgments is November 12, 2021 and the appeal deadline is November 15, 2021. Barring either of those events happening, the FFCL will then be a final, unappealed judgment.

. The express findings in the FFCL which directly make WFG liable to Dattala are set forth below.

5. LILLIAN MEDINA [Medina] is, and at all relevant times was, a resident of Las Vegas, Clark County, Nevada. Medina, during all times relevant

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[2]. The factual findings in the FFCL support summary judgment being entered in favor of Dattala agasint WFG, which will be addressed at in a subsequent motion.

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.

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.

61. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

62. The forged Affidavits of Grantor described in Paragraph 30 above are evidence of the concert of action between Bursey and Medina.

63. Bursey and Medina engaged in concerted action to allow Bursey to sell the 50 Sacramento Property and the 59 Sacramento Property using an escrow and title insurance as described above.

64. The concerted action engaged in by Bursey and Medina was intended to

accomplish an unlawful objective for the purpose of harming Plaintiff.

65. Plaintiff was damaged by the act or acts of Bursey and Medina and Plaintiff has suffered and will suffer general and consequential damages in excess of fifteen thousand dollars ($15,000), exclusive of costs and interest, in an amount to be determined according to proof adduced at trial.

66. Plaintiff has further been required to retain the services of an attorney to prosecute this action on its behalf, and as such are entitled to attorney's fees and costs incurred in prosecuting this matter.

67. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

68. NRS 240.120(1)(d) imposes a specific duty on a notary.

> NRS 240.120 Journal of notarial acts: Duty to maintain; contents; verification based upon credible witness; copy of entry; storage; period of retention; report of loss or theft; exceptions.
>
> 1. 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.

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.

///

///

The most relevant findings quoted above are repeated below and highlighted for the Court's convenience.

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.**

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.

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.**

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.

DISCUSSION

The clear and unambiguous facts set forth above, contained in the FFCL, clearly state that Medina was :

* **"the agent of WFG and was within her scope of ... her agency relationship in performing the acts described below."**

* **"the agent of WFG and was within her scope of ...her agency relationship in performing the acts described below"**

* "**WFG is liable for damages Dattala incurred as a result of Medina's negligence under the doctrine of respondeat superior."**

These findings are directly contrary and inherently inconsistent with the findings and conclusions set forth on Page 5 of the Order [Exhibit 1] set forth below.

* 10. Medina did not have any authority to act on behalf of WFG.

* 11. WFG is not liabile for any damages caused by Medina's actions.

* 12. The evidence presented by the parties demonstrates that no genuine issues of material fact exist and that WFG is entitled to judgment as a matter of law as set forth in its Motion for Summary Judgment against Plaintiff regarding his Negligence causes of action against WFG.

* 13. As a matter of law, Plaintiff cannot succeed on the merits of his Negligence causes of action against WFG.

The final, appealable factual findings in the FFCL are that Medina "**was within her scope of ... her agency relationship in performing the acts described below**. " Further, Medina was **"the agent of WFG and was within her scope of ...her agency relationship in performing the acts described below"** The acts described in the paragraphs quoted above are of an ongoing fraud scheme perpetuated on Dattala which resulted in a loss which is found to be in the amount of $370,000. Finally, "**WFG is liable for damages Dattala incurred as a result of Medina's negligence under the doctrine of respondeat superior."**

Thus, the findings in the Order are meritless.

CONCLUSION

As set forth above, the Order must be set aside. Reconsideration was timely sought based on the new facts which are contained in the FFCL, which have been established by the Court.

There is no other action which is consistent with the facts of the case to protect and preserve Dattala's due process rights.

/s/ Benjamin B. Childs

BENJAMIN B. CHILDS, ESQ.
NEVADA BAR # 3946
Attorney for Plaintiff

CERTIFICATE OF SERVICE

This MOTION FOR RECONSIDERATION, with exhibits, was served through the Odyssey File and Serve system to opposing counsel at filing. Electronic service is in lieu of mailing.

/s/ Benjamin B. Childs, Sr.

BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

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alancaster@wrightlegal.net
Attorneys for Defendant/Crossclaim Defendant, WFG National Title Insurance Company

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

v.

EUSTACHIUS C. BURSEY and PRECISION ASSETS; ACRY DEVELOPMENT LLC, and LILLIAN MEDINA and 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

NOTICE OF ENTRY OF ORDER

Case Number: A-19-794335-C

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an ORDER GRANTING DEFENDANT WFG NATIONAL TITLE INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT was entered in the above-entitled Court on the 22nd day of October, 2021. A copy of which is attached hereto.

DATED this 25th day of October, 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/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 25th day of October, 2021, I did cause a true copy of **NOTICE OF ENTRY OF ORDER** to be e-filed and 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

ELECTRONICALLY SERVED
10/22/2021 4:59 PM

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DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA; Plaintiffs, vs. EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X, Defendants. AND RELATED CLAIMS.	Case No.: A-19-794335-C Dept. No.: 14 **ORDER GRANTING DEFENDANT WFG NATIONAL TITLE INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT**

The Motion for Summary Judgment against Plaintiff filed by WFG National Title Insurance Company ("WFG") came on for hearing before Department 14 of the Eighth Judicial District Court, the Honorable Adriana Escobar presiding, on September 28, 2021. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, this Court issues the following order:

I. FINDINGS OF FACT.

1. On or about November 14, 2008, Plaintiff obtained title to 59 Sacramento Drive, Las Vegas, NV 89110 ("59 Sacramento").

2. WFG engaged Simple Signings, a third-party signing/notary services vendor, to

Case Number: A-19-794335-C

handle Dattala's execution of an Affidavit of Grantor regarding 59 Sacramento.

3. Lilian Medina ("Medina") was an independent notary that Simple Signings assigned to handle Dattala's execution and notarization of an Affidavit of Grantor regarding 59 Sacramento.

4. Medina was an independent notary of Simple Signings and not an employee of WFG.

5. Medina was paid by Simple Signings regarding the execution and notary of the Affidavit of Guarantor.

6. As Medina was not an employee of WFG, WFG has never provided any training or supervision regarding Medina's notary activities.

II. CONCLUSIONS OF LAW.

A. Summary Judgement.

"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 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.* The governing law determines which "factual disputes are material and will preclude summary judgment; other factual disputes are irrelevant." *Wood*, 121 P.3d at 1031. Accordingly, Nevada courts follow the federal summary judgment standard, not the "slightest doubt" standard previously applicable before *Wood*. *Id.* at 1031, 1037.

B. Plaintiff's Quiet Title and Declaratory Relief Causes of Action.

1. 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.

2. WFG does not claim a current interest in either 50 Sacramento or 59 Sacramento.

3. The evidence presented by the parties demonstrates that no genuine issues of material fact exist and that WFG is entitled to judgment as a matter of law as set forth in its Motion for Summary Judgment against Plaintiff regarding his Quiet Title and Declaratory Relief causes of action against WFG.

4. As a matter of law, Plaintiff cannot succeed on the merits of his Quiet Title and Declaratory Relief causes of action against WFG.

C. Plaintiff's Negligence Causes of Action.

1. 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).

2. WFG did not exercise any degree of supervision over the details of Medina's notarial acts regarding the Affidavit of Guarantor; Medina was paid by Simple Signings as an independent contractor; WFG contracted with Simple Signings to obtain signatures and, where required, the notarization of signatures, to various documents; WFG did not have any control to hire or fire Medina; Medina did not engage in performing a title analysis, escrow services or insurance underwriting on behalf of WFG regarding the subject properties

and her sole assignment, assigned by Simple Signings, was the notarial acts regarding the Affidavit of Guarantor; and WFG did not exercise any degree of control over Medina's hours and location of employment.

3. "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).

4. Medina was not the employee of WFG in any capacity.

5. Dattala's respondeat superior liability cannot attach to WFG.

6. 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.

7. "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). "In an agency relationship, the principal possesses the right to control the agent's conduct." *Hunter Mining Lab. v. Management Assistance*, 104 Nev. 568, 571, 763 P.2d 350, 352 (1988). "This principle of agency, however, does not mean that an agency relationship exists every time one party has a contractual right to control some aspect of another party's business." *Id.*

> The relation between parties to which responsibility attaches to one, for the acts of negligence of the other, must be that of superior and subordinate, or, as it is generally expressed, of master and servant, in which the latter is subject to the

> control of the former. The responsibility is placed where the power exists. Having power to control, the superior or master is bound to exercise it to the prevention of injuries to third parties, or he will be held liable.

Wells, 64 Nev. at 64-65.

8. WFG did not have any power or control over the work Simple Signings was contracted to perform. WFG did not have any power or control in the performance of the work Medina was assigned to perform from Simple Signings. Specifically, (1) WFG did not exercise any degree of supervision over the details of Medina's notarial acts regarding the Affidavit of Guarantor, (2) Simple Signings was paid as a vendor out of the escrow funds and Simple Signings paid Medina, (3) WFG has no control or right to hire or fire Medina, and (4) WFG did not exercise any degree of control over Medina's hours and location of employment. 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 entities required to execute the documents as part of an escrow transaction.

9. "[T]here is no relationship of 'superior and subordinate, or, as it is generally expressed, of master and servant, in which the latter is subject to the control of the former. The responsibility is placed where the power exists."' *Hanneman v. Downer*, 110 Nev. 167, 175, 871 P.2d 279, 284 (1994), quoting *Wells,* 64 Nev. at 64.

10. Medina did not have any authority to act on behalf of WFG.

11. WFG is not liable for any damages caused by Medina's actions.

12. The evidence presented by the parties demonstrates that no genuine issues of material fact exist and that WFG is entitled to judgment as a matter of law as set forth in its Motion for Summary Judgment against Plaintiff regarding his Negligence causes of action against WFG.

13. As a matter of law, Plaintiff cannot succeed on the merits of his Negligence causes of action against WFG.

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D. Plaintiff's Failure to Supervise, Inadequate Training and Education Cause of Action.

1. 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).

2. As Medina was not an employee of WFG this claims fails as a matter of law.

3. The evidence presented by the parties demonstrates that no genuine issues of material fact exist and that WFG is entitled to judgment as a matter of law as set forth in its Motion for Summary Judgment against Plaintiff regarding his Failure to Supervise, Inadequate Training and Education causes of action against WFG.

4. As a matter of law, Plaintiff cannot succeed on the merits of his Failure to Supervise, Inadequate Training and Education causes of action against WFG.

ORDER

IT IS ORDERED that Moving Defendant WFG National Title Insurance Company's Motion for Summary Judgment against Plaintiff Dattala is Granted.

IT IS SO ORDERED.

Dated this 22nd day of October, 2021

DISTRICT COURT JUDGE

859 AA2 AC86 8791
Adriana Escobar
District Court Judge

Respectfully Submitted by:

WRIGHT, FINLAY & ZAK, LLP

/s/ Aaron D. Lancaster
Aaron D. Lancaster, Esq.
Nevada Bar No. 10115
7785 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
Attorneys for Defendant/Crossclaim Defendant, WFG National Title Insurance Company

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order Granting was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 10/22/2021

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EXHIBIT 2 EXHIBIT 2

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CLERK OF THE COURT

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Attorney for Plaintiff
JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE COMPANY and
JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

==========

AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA

Take notice that FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA was filed on October 15, 2021. A copy of said JUDGMENT is attached.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

CERTIFICATE OF SERVICE

This NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA, with attachment, was served through the Odyssey File and Serve system to all counsel and to Eustachius Bursey at his email address ebursey87@icloud.com and to Lillian Medina at her email address imnotaryagent@yahoo.com on filing. Electronic service is in lieu of mailing for the attorneys.

Case Number: A-19-794335-C

On October 15, 2021 I served a copy of this NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA, with attachment, 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:

EUSTACHIUS BURSEY
1658 Glynn Court
Detroit, MI 48206

LILLIAN MEDINA
818 S. 7th St # 4
Las Vegas, NV 89101

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

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10/15/2021 3:12 PM

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Attorney for Plaintiff
JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE COMPANY and
JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

==========

AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

Trial : October 13, 2021

FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA

The Court enters the following Findings of Fact, Conclusions of Law and Judgment after the jury pool was dismissed and a prove up hearing conducted on October 13, 2021.

FINDINGS OF FACT

Calendar call was held at 2:00 PM on September 23, 2021.

Trial was scheduled beginning with jury selection at 11:00 AM on October 13, 2021.

All parties, though their attorneys, or directly in the case of EUSTACHIUS C. BURSEY [Bursey herein], were informed of the court hearing dates, including the date and time of calendar call and the date and time when trial was scheduled to begin.

Bursey has not participated in the case for many months, including failing to file a pretrial memorandum, failing to appear at calendar call and failing to appear for jury selection to

Case Number: A-19-794335-C

begin the trial. Additionally, Bursey did not file an answer to the Second Amended Complaint [SAC] which was filed and served on January 31, 2021.

LILLIAN MEDINA [Medina herein] has not participated in the case for many months, including failing to file a pretrial memorandum, failing to appear at calendar call and failing to appear for jury selection to being the trial.

JOHN DATTALA [Dattala herein] has participated fully in the case from the beginning, timely filed a pretrial memorandum after meeting and conferring with the other participating parties, appeared in person and with his attorney Benjamin B. Childs at calendar call, and appeared for jury selection to begin the trial with his attorney.

The paragraphs of the SAC that directly address Bursey, which paragraphs have not been denied and are therefore admitted, are set forth below. These now are established facts based not only on the fact that Bursey has not denied them but also based the sworn testimony of Dattala to the Court on October 13, 2021 and the documentary exhibits admitted into evidence on October 13, 2021.

3. Defendant EUSTACHIUS C. BURSEY [Bursey] at all times relevant to the transactions described herein was a resident of Las Vegas, Clark County, Nevada. Bursey is now a resident of Detroit, Wayne County, Michigan.

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

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.

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.

Property	Amount Received $	Purchase Amount $	DOV [1] Amount $
50 Sacramento	5,000 + 14,443 payments on Deed of Trust	150,000	73,540
59 Sacramento	10,000	220,000	79,091
Total	29,443[2]	370,000	152,263

44. Based on the purchase contracts drafted by Bursey, Dattala should have received a total of $370,000 for the 50 Sacramento and the 59 Sacramento Properties, but instead received $10,000 in earnest money down payments and $4,467 principal and $9,976 interest. Dattala should have received a total of $152,263 based on the Declaration of Value forms for the 50 Sacramento and the 59 Sacramento Properties, which statements are made "under penalty of perjury" , executed by Bursey, or Bursey's agent, attached to the recorded Quitclaim Deeds.

45. As to the 50 Sacramento Property, Bursey immediately transferred his interest to Precision Assets, LLC by Grant, Bargain and Sale deed recorded April 15, 2019, purportedly for $95,000.

47. As to the 59 Sacramento Property, Bursey immediately transferred his

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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

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.

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.

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.

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.

The Court finds that an appropriate sanction for Medina's failure to participate in the case as summarized above, pursuant to EDCR 2.67 and EDCR 2.69, is striking of Medina's answer, entry of default and entry of default judgment. The paragraphs of the SAC that directly address Medina set forth below are deemed admitted. These now are established facts based not only on the fact that Medina's answer has been stricken, but also based the sworn testimony of Dattala to the Court on October 13, 2021 and the documentary exhibits admitted into evidence on October 13, 2021.

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.

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.

61. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

62. The forged Affidavits of Grantor described in Paragraph 30 above are evidence of the concert of action between Bursey and Medina.

63. Bursey and Medina engaged in concerted action to allow Bursey to sell the 50 Sacramento Property and the 59 Sacramento Property using an escrow and title insurance as described above.

64. The concerted action engaged in by Bursey and Medina was intended to accomplish an unlawful objective for the purpose of harming Plaintiff.

65. Plaintiff was damaged by the act or acts of Bursey and Medina and Plaintiff has suffered and will suffer general and consequential damages in excess of fifteen thousand dollars ($15,000), exclusive of costs and interest, in an amount to be determined according to proof adduced at trial.

66. Plaintiff has further been required to retain the services of an attorney to prosecute this action on its behalf, and as such are entitled to attorney's fees and costs incurred in prosecuting this matter.

67. Plaintiff realleges and incorporates herein all of the allegations previously made in all previous paragraphs as though fully set forth herein.

68. NRS 240.120(1)(d) imposes a specific duty on a notary.

NRS 240.120 Journal of notarial acts: Duty to maintain; contents; verification based upon credible witness; copy of entry; storage; period of retention; report of loss or theft; exceptions.

1. 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.
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.

Dattala pled causes of action against Bursey in the SAC for Fraudulent Conveyance, Civil Conspiracy, and RICO pursuant to NRS 240.175.

Dattala has proven all the elements of each cause of action pled in the SAC against Bursey.

Dattala pled causes of action against Medina in the SAC for Civil Conspiracy, Negligence per se and RICO pursuant to NRS 240.175.

Dattala has proven all the elements of each cause of action pled in the SAC against Medina.

Dattala proved he incurred monetary damages caused by Bursey and Medina in the amount of $355,533.

Dattala affirmatively waived his right to seek an award of attorney fees and costs incurred in prosecuting this matter against Bursey.

Dattala affirmatively waived his right to seek an award of attorney fees and costs incurred in prosecuting this matter against Medina.

The Court expressly determines that there is no just reason for delay in entering final judgment in favor of Dattala against Bursey.

The Court expressly determines that there is no just reason for delay in entering final judgment in favor of Dattala against Medina.

CONCLUSIONS OF LAW

Eighth Judicial District Court Rule [EDCR herein] 2.67(a) requires a meeting of counsel before calendar call and "[t]he attorneys must then prepare a joint pretrial memorandum which must be served and filed not less than 15 days before the date set for trial."

EDCR 2.67 (c) states as follows :

When a party is not represented by an attorney the party must comply

with this rule. Should the designated trial attorney or any party in proper person fail to comply, a judgment of dismissal or default or other appropriate judgment may be entered or other sanctions imposed.

EDCR 2.69 (c) states as follows :

(c) Failure of trial counsel to attend calendar call and/or failure to submit required materials shall result in any of the following which are to be ordered within the discretion of the court:

(1) Dismissal of the action.
(2) Default judgment.
(3) Monetary sanctions.
(4) Vacation of trial date.
(5) Any other appropriate remedy or sanction.

The Court has jurisdiction over the parties and the Subject Properties described in the SAC.

Venue is proper as the causes of action arose in Clark County, Nevada and the Subject Properties at issue are located in Clark County, Nevada.

The elements of each cause of action are addressed in turn.

A. FRAUDULENT CONVEYANCE

Nevada's Fraudulent Conveyance statute is set forth in NRS Chapter 112. The most relevant statute for purposes of this motion is NRS 112.180, set forth below.

NRS 112.180 Transfer made or obligation incurred with intent to defraud or without receiving reasonably equivalent value; determination of intent.

1. A transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation:

(a) With actual intent to hinder, delay or defraud any creditor of the debtor; or

(b) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor:

(1) Was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(2) Intended to incur, or believed or reasonably should

have believed that the debtor would incur, debts beyond his or her ability to pay as they became due.

2. In determining actual intent under paragraph (a) of subsection 1, consideration may be given, among other factors, to whether:

(a) The transfer or obligation was to an insider;
(b) The debtor retained possession or control of the property transferred after the transfer;
(c) The transfer or obligation was disclosed or concealed;
(d) Before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit;
(e) The transfer was of substantially all the debtor's assets;
(f) The debtor absconded;
(g) The debtor removed or concealed assets;
(h) The value of the consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred;
(i) The debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred;
(j) The transfer occurred shortly before or shortly after a substantial debt was incurred; and
(k) The debtor transferred the essential assets of the business to a lienor who transferred the assets to an insider of the debtor.

B. CIVIL CONSPIRACY

To prevail in a civil conspiracy action, a plaintiff must prove an agreement between the tortfeasors, whether explicit or tacit.. See Eikelberger v. Tolotti, 96 Nev. 525, 528 n.1, 611 P.2d 1086, 1088 n.1 (1980)

Consolidated Generator v. Cummins Engine, 114 Nev. 1304, 1311, 971 P.2d 1251, 1258 (1998) sets forth the elements of civil conspiracy.

> An actionable civil conspiracy "consists of a combination of two or more persons who, by some concerted action, intend to accomplish an unlawful objective for the purpose of harming another, and damage results from the act or acts." Hilton Hotels v. Butch Lewis Productions, 109 Nev. 1043, 1048, 862 P.2d 1207, 1210 (1993) (citing Sutherland v. Gross, 105 Nev. 192, 196, 772 P.2d 1287, 1290 (1989)).

C. RACKETEERING INFLUENCED AND CORRUPT ORGANIZATIONS ACT aka RICO

Civil RICO is a statutory cause of action, as set forth below.

NRS 207.360 "Crime related to racketeering" defined. "Crime related to racketeering" means the commission of, attempt to commit or conspiracy to commit any of the following crimes:

9. Taking property from another under circumstances not amounting to robbery;
13. Forgery, including, without limitation, forgery of a credit card or debit card in violation of NRS 205.740;
28. Obtaining possession of money or property valued at $650 or more, or obtaining a signature by means of false pretenses;
29. Perjury or subornation of perjury;
30. Offering false evidence;
35. Any violation of NRS 205.377 [statutory definition set forth below]

NRS 205.377 - Multiple transactions involving fraud or deceit in course of enterprise or occupation; penalty.

1. A person shall not, in the course of an enterprise or occupation, knowingly and with the intent to defraud, engage in an act, practice or course of business or employ a device, scheme or artifice which operates or would operate as a fraud or deceit upon a person by means of a false representation or omission of a material fact that:
   (a) The person knows to be false or omitted;
   (b) The person intends another to rely on; and
   (c) Results in a loss to any person who relied on the false representation or omission,

in at least two transactions that have the same or similar pattern, intents, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated incidents within 4 years and in which the aggregate loss or intended loss is more than $650.
2. Each act which violates subsection 1 constitutes a separate offense.
3. A person who violates subsection 1 is guilty of a category B felony and shall be punished by imprisonment in the state prison for a minimum term of not less than 1 year and a maximum term of not more than 20 years, and may be further punished by a fine of not more than $10,000.
4. In addition to any other penalty, the court shall order a person who violates subsection 1 to pay restitution.
5. A violation of this section constitutes a deceptive trade practice for the

purposes of NRS 598.0903 to 598.0999, inclusive.
6. As used in this section, "enterprise" has the meaning ascribed to it in NRS 207.380.

NRS 207.380 "Enterprise" includes:

1. Any natural person ...

NRS 207.390 "Racketeering activity" defined. "Racketeering activity" means engaging in at least two crimes related to racketeering that have the same or similar pattern, intents, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated incidents, if at least one of the incidents occurred after July 1, 1983, and the last of the incidents occurred within 5 years after a prior commission of a crime related to racketeering.

NRS 207.470 authorizes this civil action for damages resulting from racketeering, venue is proper, and Plaintiff is entitled to triple damages.

NRS 207.470 Civil actions for damages resulting from racketeering.

1. Any person who is injured in his or her business or property by reason of any violation of NRS 207.400 **has a cause of action against a person causing such injury for three times the actual damages sustained. An injured person may also recover attorney's fees in the trial** and appellate courts and costs of investigation and litigation reasonably incurred. The defendant or any injured person in the action may demand a trial by jury in any civil action brought pursuant to this section. Any injured person has a claim to forfeited property or the proceeds derived therefrom and this claim is superior to any claim the State may have to the same property or proceeds if the injured person's claim is asserted before a final decree is issued which grants forfeiture of the property or proceeds to the State.

2. A final judgment or decree rendered in favor of the State in any criminal proceeding under NRS 205.322 or 207.400 estops the defendant in any subsequent civil action or proceeding from denying the essential allegations of the criminal offense.

3. Any civil action or proceeding under this section must be instituted in the district court of the State in the county in which the prospective defendant resides or has committed any act which subjects him or her to criminal or civil liability under this section or NRS 205.322, 207.400 or 207.460.

4. Any civil remedy provided pursuant to this section is not exclusive of any other available remedy or penalty.

D. NEGLIGENCE PER SE

Atkinson v. MGM Grand Hotel, Inc., 120 Nev. 639, 641, 98 P.3d 678, 679 (2004); Gordon v. Hurtado, 96 Nev. 375, 609 P.2d 327 (1980) holds that the violation of a statute constitutes negligence per se if (1) the injured party belongs to the class of individuals the statue was intended to protect, and (2) the injury suffered is the type the statute was intended to prevent.

ENTRY OF FINAL JUDGMENT AUTHORIZED IF COURT EXPRESSLY DETERMINES THAT THERE IS NO JUST REASON FOR DELAY.

NRCP 54(b) states, in relevant part, as follows :

> (b) Judgment on Multiple Claims or Involving Multiple Parties. 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.

JUDGMENT

Good cause appearing based on the Findings of Facts and Conclusions of Law set forth above, Judgment is entered as set forth below.

1. Compensatory damages in the amount of $355,533 [Three Hundred and Fifty-Five Thousand, Five Hundred and Thirty-Three dollars] is a judgment in favor of JOHN DATTALA and against both EUSTACHIUS C. BURSEY and LILLIAN MEDINA, jointly and severally.

2. Pursuant to NRS 207.470 (1), Dattala is awarded three times the actual damages he sustained due to, and caused by, Bursey and Medina's actions. Three times $355,533 is $1,066,599. Thus, John Dattala is awarded an additional judgment in the amount of $1,066,599 [One Million, Sixty-Six Thousand, Five Hundred and Ninety-Nine dollars], which amount is a judgment in favor of John Dattala against both EUSTACHIUS C. BURSEY and LILLIAN MEDINA, jointly and severally.

3. Dattala affirmatively waived his right for an award of attorney fees and costs against both Bursey and Medina, and so none are awarded.

4. Pursuant to NRCP 54(b), this is certified as a final, appealable judgment.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated this 15th day of October, 2021

1B8 434 6AA1 A180
Adriana Escobar
District Court Judge

Respectfully Drafted and Submitted by :

/s/ Benjamin B. Childs
BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
Attorney for Plaintiff
JOHN DATTALA

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Findings of Fact, Conclusions of Law and Judgment was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 10/15/2021

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DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE COMPANY
and JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

==========

AND RELATED ACTIONS

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Case # A-19-794335-C
Dept # 14

HEARING : 11/16/2021
10:00 AM

REPLY TO OPPOSITIONS AND THE JOINDER TO DATTALA'S MOTION FOR RECONSIDERATION

Precision Assets [Precision] is the current record owner of 50 Sacramento and 59 Sacramento [the Subject Properties] which ownership it received from its seller EUSTACHIUS C. BURSEY [Brusey] after Bursey obtained his ownership interest by fraud perpetrated upon JOHN DATTALA [Dattala]. Given what are now final factual findings, how Precision continues to argue that has rights to the Subject Properties is a mystery in light of NRS 111.025, NRS 111,175 and NRS 111.340, set forth below. These statutes are not even addressed in the opposition; which is understandable because they are clear, unambiguous and directly on point, and they totally decimate Precision's claims.

Case Number: A-19-794335-C

NRS 111.025 - Conveyances void against purchasers are void against their heirs or assigns.
Every conveyance, charge, instrument or proceeding declared to be void by the provisions of this chapter, as against purchasers, shall be equally void as against the heirs, successors, personal representatives or assigns of such purchasers.

NRS 111.175 - Conveyances made to defraud prior or subsequent purchasers are void.
Every conveyance of any estate, or interest in lands, or the rents and profits of lands, and every charge upon lands, or upon the rents and profits thereof, made and created with the intent to defraud prior or subsequent purchasers for a valuable consideration of the same lands, rents or profits, as against such purchasers, shall be void.

NRS 111.340 - Certificate of acknowledgment and record may be rebutted.
Neither the certificate of the acknowledgment nor of the proof of any conveyance or instrument, nor the record, nor the transcript of the record, of such conveyance or instrument, shall be conclusive, but the same may be rebutted.

Plaintiff JOHN DATTALA [Dattala] filed his Motion for Reconsideration [the Motion] on October 9, 2021, addressing the decision on Precision Assets' motion for summary judgment against himself and the resultant decision to cancel the Lis Pendens' recorded by Dattala against the Subject Properties. The decisions were announced from the bench on September 28, 2021 and subsequently a written order [the Order] was filed October 22, 2021, although this Order was drafted by WFG's counsel, not Precision's counsel, and was not approved by any party other than WFG. The Order is a temporary, interim order.

This court has inherent authority to grant a motion for reconsideration and vacate or modify any order before the entry of final judgment if the Court concludes re-argument is warranted. Prior to the entry of a final judgment the district court remains free to reconsider and issue a written judgment different from its oral pronouncement. . *Gibbs, v. Giles,* 96 Nev. 243, 245, 6047 P.2d 118, 119 (1980); *Tener v. Babcock*, 97

Nev. 369, 632 P.2d 1140 (1981); *Lagrange Constr. v. Del E. Webb Corp.*, 83 Nev. 524, 435 P.2d 515 (1967); see also *Rae v. All American Life & Cas. Co.*, 95 Nev. 920, 605 P.2d 196 (1979).

A Motion for Reconsideration must set forth the following: (1) some valid reason why the court should revisit its prior order; and (2) facts of law of a "strongly convincing nature" in support of reversing the prior decision. *Frasure v. United States*, 256 F. Supp. 2d 1180, 1183 (D. Nev. 2003). A motion for reconsideration is reserved for the "very rare instances in which new issues of fact or law are raised. supporting a ruling contrary lo the ruling already reached." *Moore v. City of Las Vegas*, 92 Nev. 402, 404, 551 P.2d 244, 246 (Nev. 1976).

As set forth below, the findings of fact support, nay REQUIRE, a ruling contrary lo the ruling set forth in the Order. Findings in the Order are interim. There is no final order regarding the facts set forth as the basis for the Order. That only final order is the FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT AGAINST EUSTACHIUS C. BURSEY AND LILLIAN MEDINA IN FAVOR OF JOHN DATTALA [referred to herein as the FFCL] that was signed by the Court and filed on October 15, 2021, with Notice of Entry of Judgment being filed and served the same day. [Exhibit 3] The FFCL is expressly "certified as a final, appealable judgment." [Exhibit 3, 21:14] Notably, the Order relied upon by Precision, which it didn't even attach as an exhibit to its Opposition, is NOT a final, appealable order. For the Court's convenience Dattala attaches the October 22, 2021 Order as Exhibit 4 hereto.

Thus, subsequent to the September 28, 2021 hearing on Precision's Motion for Summary Judgment which resulted in the Order the Court signed and filed the FFCL. Factual findings in the FFCL preclude the granting of summary judgment in favor of Precision against Dattala.[1] The specific findings in the FFCL were set forth in the

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[1]. The factual findings in the FFCL support summary judgment being entered in favor of Dattala agasint Precision, which will be addressed at in a subsequent motion.

Supplement filed October 18, 2021 and will not be repeated. Suffice it to say that the Court has made factual findings that Bursey obtained evidence of ownership to the Subject Properties by fraud. Since Precision obtained its ownership from Bursey, its deeds from Bursey are void under NRS 111.025, NRS 111,175 and NRS 111.340. Dattala doesn't even have to rebut the "certificate of the acknowledgment nor of the proof of any conveyance or instrument" of the Subject Properties on which Precision bases its claim of ownershpi because there is an express finding that both conveyances to both Subject Properties were obtained by Bursey from Dattala through fraud.

At the very minimum, the Court has stated multiple disputes of material fact as there are directly contrary facts set forth in the Order (which is interim and can be changed) and the FFCL (which are final, appealable and cannot be changed). Given the service date of the Notice of Entry of the FFCL on October 15, 2021, the deadline for filing a motion for new trial or for amendment of judgments is November 12, 2021 and the appeal deadline is November 15, 2021. Barring either of those events happening, the FFCL will then be a final, unappealed judgment.

CONCLUSION

Given the factual findings set forth in Dattala's October 18, 2021 Supplement, which are factual findings are final and have been signed by a judge and filed in the FFCL [Exhibit 3], under the statutes set forth at the beginning of this Reply, Precision claims ownership of the Subject Properties through a void deed.

Precision cannot prevail in a quiet title cause of action. The facts are that it's seller [Bursey] obtained title by fraud. So the conveyances to Precision are void.

Facts have been determined about Precision's title documents which preclude summary judgment on the quiet title issues of the 50 Sacramento and the 59 Sacramento properties. The lis pendens issues are derivative in that if summary judgment is precluded, then cancellation of the lis pendens must be denied since the

burden is much lower to retain the lis pendens.

Given the evidentiary impact of the now final facts set forth in the October 18, 2021 Supplement, which simply quotes the facts from the FFCL, the Court must vacate the decisions announced from the bench on September 28, 2021 on Precision's summary judgment motion regarding title to 50 Sacramento and to 59 Sacramento. Further, the decision canceling the lis pendens' recorded against those two properties, which decision was admittedly based on the summary judgment decision, must also be reversed. Both of these decisions are memorialized in the Order, attached hereto as Exhibit 4, which must specifically be set aside by Court Order.

/s/ Benjamin B. Childs

BENJAMIN B. CHILDS, ESQ.
NEVADA BAR # 3946
Attorney for Plaintiff

CERTIFICATE OF SERVICE

This REPLY TO OPPOSITION TO MOTION FOR RECONSIDERATION, with Exhibit 4, was served through the Odyssey File and Serve system to opposing counseL on filingl. Electronic service is in lieu of mailing.

/s/ Benjamin B. Childs, Sr.

BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

EXHIBIT 4 EXHIBIT 4

EXHIBIT 4 EXHIBIT 4

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DISTRICT COURT

CLARK COUNTY, NEVADAP

JOHN DATTALA;

Plaintiffs,

vs.

EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X,

Defendants.

AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT, MOTION TO EXPUNGE LIS PENDENS AND MOTION TO EXPUNGE DEED OF TRUST

The Motion for Summary Judgment, Motion to Expunge Deed of Trust, and Motion to Expunge Lis Pendens filed by Precision Assets (as Defendant, Counterclaimant, and Crossclaimant against Eustachius Bursey hereinafter referred to as "Precision and/or Precision Assets") came on for hearing before Department 14 of the Eighth Judicial District Court, the Honorable Adriana Escobar presiding, on September 28, 2021. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, this Court issues the following order:

I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY.

Precision Assets holds title to two parcels of real property that are involved in this action: 50 Sacramento Drive, Las Vegas, Nevada and 59 Sacramento Drive, Las Vegas, Nevada. Precision Assets purchased both properties from defendant Eustachius C. Bursey, who claims to have purchased the properties from plaintiff John 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. 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").

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 ("50 Sacramento 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.

Defendant Bursey contends that he and Plaintiff executed two additional documents, with both documents recorded on April 8, 2019:

- Dattala executes a Deed of Reconveyance relating to the 2018 Deed of Trust in full; and
- 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.

On April 7, 2019, Bursey contends that Dattala executed a notarized affidavit of grantor, asserting that the quit claim deed 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. When documents relating to an escrow transaction are executed outside of the transaction, WFG may request an Affidavit of Grantor as a condition to Closing.

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1. Precision Receives An Assignment Of The HCO Contract To Purchase 50 Sacramento Drive.

Precision Assets is a real estate investment company. Precision Assets has established multiple business channels whereby it can obtain information about parcels of real property available for purchase. On April 9, 2019, Precision Assets received an email from a third party, "Equity Connect – Wholesale Properties" ("Equity Connect") regarding 50 Sacramento. After completing a satisfactory investigation, Precision Assets agreed to be assigned the rights to the 50 Sacramento Purchase Contract.

On April 10, 2019, WFG confirmed receipt of $5,000 from Precision Assets. On April 12, 2019, Defendant Bursey, as seller, and Precision Assets, as buyer, executed escrow instructions and an amendment to the escrow instructions to fully perform the 50 Sacramento Purchase Contract.

On April 12, 2019, Defendant Bursey provided two notarized affidavits to WFG 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; 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;

On April 15, 2019, escrow confirmed receipt of $106,675.61 from Precision Assets. Combined with the prior $5,000 payment from Precision Assets, Precision Assets 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 by WFG from Defendant Bursey to Precision Assets to complete the arms-length transaction. On April 15, 2019, an owner's title insurance policy issued in favor of Precision Assets, with title vested in Precision Assets. On April 15, 2019, escrow closed. Prior to the close of escrow, Precision Assets did not receive any communications whatsoever from Dattala.

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3. Precision Assets' Detailed Due Diligence Never Identified Any Information Indicating A Cloud On Title.

During escrow for 50 Sacramento, Precision Assets reviewed all escrow and title documents before execution. Precision Assets did not uncover or suspect any potential problems with 50 Sacramento before or during escrow. Indeed, Precision Assets received an insurance policy concerning title to the property.

On April 18, 2019, Precision Assets borrowed $149,675.61 from Acry Development, LLC, secured by a Deed of Trust recorded against 50 Sacramento.

Furthermore, Defendant Spencer, the licensed notary who notarized Dattala and Defendant Bursey's signatures on a Deed of Reconveyance and a Quit Claim Deed, testified that she had no knowledge of Precision Assets nor had any communications with them in any capacity. Defendant Spencer further testified that she personally witnessed Dattala sign the Deed of Reconveyance and Deed of Trust in her presence. 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 the Deed of Reconveyance and Quit Claim Deed.

B. 59 Sacramento Drive.

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. On April 19, 2019, HCO Residential, LLC ("HCO") and Defendant Bursey entered into a purchase contract for 59 Sacramento for $130,000.00 ("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.

On April 22, 2019, a quit claim deed was recorded, whereby Dattala quitclaimed 59 Sacramento to Bursey in exchange for payment of $79,091.00. On April 22, 2019, Bursey contends that Dattala provided an executed notarized Affidavit of Grantor asserting that the quit claim deed 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.

1. Precision Assets Receives An Assignment Of The HCO Contract To Purchase 59 Sacramento Drive.

On April 22, 2019, Precision Assets received another email from Equity Connect, providing information about 59 Sacramento and its availability for purchase. On April 30, 2019, Defendant Bursey provided two notarized affidavits to WFG as follows:

- 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; and
- 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.

After completing a satisfactory investigation, Precision Assets agreed to be assigned the rights to the 59 Sacramento Purchase Contract. On May 2, 2019, Defendant Bursey, as seller, and Precision Assets, as buyer, executed escrow instructions, supplemental escrow instructions and an amendment to the escrow instructions. On May 2, 2019, escrow confirmed Precision Assets paid $148,366.94 to close the 59 Sacramento purchase transaction. On May 2, 2019, WFG recorded a Grant, Bargain and Sale Deed from Defendant Bursey to Precision Assets.

On May 2, 2019, WFG issued an owner's title insurance policy in favor of Precision Assets, with title vested in Precision Assets. Prior to the close of escrow, Precision Assets did not receive any communications whatsoever from Dattala.

1. Precision Assets' Detailed Due Diligence Never Identified Any Information Indicating A Cloud On Title.

During escrow for 59 Sacramento, Precision Assets reviewed all escrow and title documents before execution, and none of the documents reflected any defects or potential title issues with 59 Sacramento. Precision Assets did not uncover or suspect any potential problems with 59 Sacramento before or during escrow. Indeed, Precision Assets received an insurance policy concerning title to the property.

Defendant Medina, the licensed notary who notarized Dattala and Defendant Bursey's signatures on the Affidavit of Grantor, testified that she recalls personally meeting with Dattala to obtain his signature on the Affidavit of Grantor. Ms. Medina recalled Dattala signing the documents in question after reading the documents and did not witness any duress or intoxication. Ms. Medina testified that she has no knowledge of Precision Assets nor had any communications with Precision Assets in any capacity.

II. STANDARD OF LAW.

A. Grant Of Summary Judgement.

"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 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.

B. Quiet Title And Bona Fide Purchaser.

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 Assets need only show that: (1) that it purchased the properties for "valuable consideration"; and (2) without notice of a competing or a superior interest in the property. *Berge v. Fredericks*, 95 Nev. 183, 591 P.2d 246 (1979). On this issue, "[Nevada] decisions are uniform that the *bona fide* purchaser of a legal title is not affected by any latent equity founded either on a trust, [e]ncumbrance, or otherwise, of which he has no notice, actual or constructive." *Moore v. De Bernardi*, 220 P. 544, 547 (Nev. 1923).

C. Expungement Of Deed Of Trust.

Nevada law requires that a promissory note and corresponding deed of trust must be held by the same person to foreclose under NRS Chapter 107. *Leyva v. National Default Servicing Corp.*, 127 Nev. 470, 476, 255 P.3d 1275, 1279-80 (2011). To have standing to foreclose, the current beneficiary of the deed of trust and the current holder of the promissory note must be the same. *Edelstein v. Bank of N.Y. Mellon*, 128 Nev. 505, 514, 286 P.3d 249, 255 (2012).

D. Expungement Of Lis Pendens.

A Lis Pendens is governed by NRS 14.015. Pursuant to NRS 14.015(2), a party seeking to maintain a Lis Pendens must show four elements: (1) the action affects title or possession of the real property described, (2) the action is not brought for bad faith or for an improper motive, (3) perform any conditions precedent to the relief sought, and (4) the party who recorded the notice would be injured by any transfer. Following a conclusive showing of all four of these elements, the party seeking to maintain a Lis Pendens must then, pursuant to NRS 14.015(3), prove a fifth element – either that it is likely to prevail in the action or has a fair chance of success on the merits and that the harm to him would be greater than the harm to property owner. Without proving all five of these elements, a Lis Pendens cannot remain on the property and the court "shall order the cancellation of the notice of pendency."

III. FINDINGS OF FACT.

Precision Assets is the record title holder of 50 Sacramento and 59 Sacramento.

Precision Assets purchased 50 Sacramento and 59 Sacramento from defendant Bursey pursuant to assignments it received from HCO Residential, LLC.

Bursey did not sign a promissory note in favor of Plaintiff in connection with Bursey's acquisition of 50 Sacramento or 59 Sacramento from Plaintiff.

Precision Assets paid $95,000.00 for 50 Sacramento.

Precision Assets paid $130,000.00 for 59 Sacramento.

Bursey represented to HCO Residential LLC that he was the only party in possession of the two properties and that there were no other parties who claimed possession of the properties.

Bursey had recorded a Deed of Reconveyance concerning the 50 Sacramento property that he claimed had been signed by Plaintiff.

Bursey had recorded a Quit Claim deed transferring title in 50 Sacramento from Plaintiff to Bursey in exchange for payment of $73,540.00, which Bursey represented had been signed by Plaintiff.

Bursey provided WFG with a notarized Affidavit of Grantor, asserting that the Quit Claim deed transferring 50 Sacramento to Bursey was an arms-length transaction and that Plaintiff does not claim any further ownership interest in 50 Sacramento.

WFG National Title Insurance Company issued a title insurance policy to Precision Assets concerning 50 Sacramento.

Bursey had recorded a Quit Claim deed transferring title in 59 Sacramento to Bursey in exchange for payment of $79,091.00, which Bursey represented had been signed by Plaintiff.

Bursey provided WFG with a notarized Affidavit of Grantor, asserting that the Quit Claim deed transferring 59 Sacramento to Bursey was an arms-length transaction and that Plaintiff does not claim any further ownership interest in 59 Sacramento.

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IV. CONCLUSIONS OF LAW.

The evidence presented by the parties demonstrates that no genuine issues of material fact exist and that Precision Assets is entitled to judgment as a matter of law as set forth in its Motion for Summary Judgment against plaintiff Dattala and cross-claimant Bursey.

Precision Assets purchased 50 Sacramento and 59 Sacramento in good faith.

Precision Assets purchased 50 Sacramento and 59 Sacramento for valuable consideration.

Precision Assets did not have actual knowledge, constructive notice of, or reasonable cause to know that there was a defect in or adverse rights, title or interest to 50 Sacramento.

Precision Assets did not have actual knowledge, constructive notice of, or reasonable cause to know that there was a defect in or adverse rights, title or interest to 59 Sacramento.

As a matter of law, any knowledge held by WFG as the escrow holder is not imputed to Precision Assets. *Huntington v. Mila*, Inc., 119 Nev. 355, 358, 75 P.3d 354, 356 (2003), as corrected (Sept. 24, 2003).

Precision Assets is a bona fide purchaser of 50 Sacramento.

Precision Assets is a bona fide purchaser of 59 Sacramento.

Bursey has neither answered nor addressed Precision Assets' claims against him for breach of contract, unjust enrichment, and fraud concerning both the 50 and 59 Sacramento properties.

As a matter of law, Plaintiff cannot succeed on the merits of his claims against Precision Assets on 50 Sacramento.

As a matter of law, Plaintiff cannot succeed on the merits of his claims against Precision Assets on 59 Sacramento.

As a matter of law, Precision Assets succeeds on the merits of its claims against Plaintiff.

As a matter of law, Plaintiff's Deed of Trust is improper because he does not have a related Promissory Note, and that Deed of Trust shall be canceled and stricken from title to the 50 Sacramento Property.

As a matter of law, Plaintiff cannot meet his burden under NRS 14.015, to maintain the Lis Pendens he recorded against 50 Sacramento and 59 Sacramento, and therefore those Lis Pendens shall be expunged/canceled.

ORDER

IT IS ORDERED that Moving Defendant, Counterclaimant and Crossclaimant Precision Asset's Motion for Summary Judgment against plaintiff Dattala and cross-claimant Bursey is Granted.

IT IS FURTHER ORDERED that Moving Defendant/Counterclaimant Precision Asset's Motion to Expunge Deed of Trust is Granted, and the Lis Pendens recorded by Plaintiff against both 50 Sacramento and 59 Sacramento shall be released, canceled and stricken from title to the 50 Sacramento Property forthwith.

IT IS FURTHER ORDERED that Moving Defendant/Counterclaimant Precision Asset's Motion to Expunge Lis Pendens is Granted.

IT IS FURTHER ORDERED that Precision Asset is the sole and rightful owner to the Property, free of any interest, liens, or encumbrances of plaintiff Dattala.

IT IS FURTHER ORDERED that Moving Defendant/Counterclaimant Precision Asset may record this Judgment with the Clark County Recorder's Office and the Clark County Recorder's Office shall record this Judgment in favor of Precision as to the Property.

IT IS FURTHER ORDERED that Deed of Trust identified in the Motion as not securing a promissory note shall be canceled, released, and stricken from title to the 50 Sacramento Property forthwith.

IT IS SO ORDERED.

Dated this 22nd day of October, 2021

DISTRICT COURT JUDGE

90A 6C7 A1DE 3A5E
Adriana Escobar
District Court Judge

Respectfully Submitted by:

WRIGHT, FINLAY & ZAK, LLP

/s/ Aaron D. Lancaster

Aaron D. Lancaster, Esq.
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CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order Granting was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

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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 OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION

Defendant/Crossclaim Defendant, WFG National Title Insurance Company (hereinafter, "WFG"), by and through its attorneys of record, Christina V. Miller, Esq. and Aaron D. Lancaster, Esq., of the law firm WRIGHT, FINLAY & ZAK, LLP, hereby submits its Opposition to Plaintiff John Dattala's (Plaintiff" or "Dattala") Motion for Reconsideration ("Motion").

Case Number: A-19-794335-C

This Opposition is based on the attached Memorandum of Points and Authorities, the exhibits attached, 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.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff has repeatedly filed nonsensical and unsupported motions in this matter. Plaintiff now files his Motion for Reconsideration of the Order Granting Defendant WFG National Title Insurance Company's Motion for Summary Judgment ("WFG Order"). But Plaintiff previously filed a similar Motion to Reconsider the Order Granting Defendant's Motion for Summary Judgment, Motion to Expunge Lis Pendens and Motion to Expunge Deed of Trust ("Precision Order"), which this Court denied for the following similar reasons that will be set forth in this Opposition: (1) Plaintiff has not demonstrated he is entitled to the relief he seeks because the Motion does not establish that substantially different evidence has subsequently been introduced or the Court's decision was clearly erroneous; (2) the WFG Order preempts the Findings of Facts, Conclusions of Law and Judgment against Eustachius C. Bursey and Lillian Medina in Favor of John Dattala ("Bursey/Medina Default Judgment"); and (3) the Bursey/Medina Default Judgment does not preclude WFG from disputing the claims asserted against it by Plaintiff and which this Court has previously denied pursuant to the WFG Order.

Plaintiff's filing of this Motion is a waste of judicial resources and Plaintiff should not be allowed to continue to waste the Court's time and force WFG is incur needless litigation costs. Plaintiff's Motion should be denied.

II. PROCEDURAL HISTORY

1. On August 23, 2021, WFG filed its Motion for Summary Judgment against Plaintiff ("WFG MSJ").

2. On September 28, 2021, WFG's MSJ came on for hearing, wherein this Court ruled that Plaintiff cannot succeed on the merits of his claims for relief against WFG: (1) Quiet

Title and Declaratory Relief, (2) Negligence, and (3) Failure to Supervise, Inadequate Training and Education Causes of Action.

3. The WFG Order was filed with the Court on October 22, 2021.

4. The Bursey/Medina Default Judgment was filed on October 15, 2021, without Precision Assets' or WFG's opportunity to review or comment.

III. DISCUSSION

This Court "may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[1] Pursuant to EDCR 2.24(b), a motion for reconsideration of a ruling, other than one based on NRCP 50(b), 52(b), 59 or 60, must be filed "within 10 days after service of written notice of the order or judgment unless the time is shortened or enlarged by order." Pursuant to NRCP 59(e), the Court should grant relief where "(1) the motion is necessary to correct manifest errors of law or fact upon which the judgment is based; (2) the moving party presents newly discovered or previously unavailable evidence; (3) the motion is necessary to prevent manifest injustice; or (4) there is an intervening change in controlling law."[2]

A. PLAINTIFF FAILS TO MEET THE REQUIRED STANDARD FOR THE COURT TO RECONSIDER THE WFG ORDER.

Plaintiff's Motion should be denied as Dattala does not provide the Court with any legal reason to reconsider the WFG Order. As with Plaintiff's Motion to Reconsider the Precision Order, Plaintiff again fails to set forth any fact or law demonstrating that: (1) there is a manifest error of law or fact upon which the WFG Order is based; (2) there is newly discovered or previously unavailable evidence; (3) there exists manifest injustice; or (4) there is an intervening change in controlling law."[3]

---

[1] *Masonry and Tile Contractors Ass'n of Southern Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) (citations omitted).

[2] *See*, *Turner v. Burlington Northern Santa Fe R.R. Co.*, 338 F.3d 1058, 1063 (9th Cir. 2003); *see also*, *AA Primo Builders, LLC v. Washington*, 126 Nev. 578, 245 P.3d 1190 ("Among the "basic grounds" for a Rule 59(e) motion are "correct[ing] manifest errors of law or fact," "newly discovery or previously unavailable evidence," the need "to prevent manifest injustice," or "change in controlling law." (citing *Coury v. Robison*, 115 Nev. 84, 124-127, 976 P.2d 518)).

[3] *See*, *Turner*, 338 F.3d at 1063.

First, Plaintiff does not identify any different evidence that would impact the Court's rulings, let alone substantially different evidence. Plaintiff merely resets his allegations set forth in the Second Amended Complaint, which WFG has previously denied and while this Court has dismissed, to manufacture "new facts". While Plaintiff attempts to rely on the Court's legal rulings concerning the Bursey/Medina Default Judgment, those rulings and findings are not evidence and do not impact the WFG MSJ or the WFG Order. The Bursey/Medina Default Judgment was entered against Bursey and Medina as a sanction from the Court for their failure to participate in the litigation. WFG denied those same factual assertions in its Answer to the Second Amended Complaint. Further, WFG demonstrated to the Court that those factual assertions were false and the bases of the WFG Order.

Second, Plaintiff does not argue that the Court's rulings are clearly erroneous. He instead argues that the Court's rulings should be reconsidered in light of unrelated rulings it made after it rendered the rulings at issue. Plaintiff does not even attempt to satisfy the prongs identified by the Supreme Court to obtain reconsideration.

Plaintiff devotes almost all of his Motion to discussing facts that have been deemed established between himself and defendants Bursey and Medina. On pages 3 through 10 of his Motion, Plaintiff repeats allegations from his Second Amended Complaint that implicate defendant Medina. Plaintiff then identifies facts that are now deemed to be true between himself and Bursey and Medina. However, these facts do not implicate WFG and do not create any liability by WFG. These facts simply establish Plaintiff's claims against Bursey and Medina.

This Court has previously held in the WFG Order that:

4. Medina was not the employee of WFG in any capacity.

5. Dattala's respondeat superior liability cannot attach to WFG.

9. "[T]here is no relationship of 'superior and subordinate, or, as it is generally expressed, of master and servant, in which the latter is subject to the control of the former. The responsibility is placed where the power exists.'" *Hanneman v. Downer*, 110 Nev. 167, 175, 871 P.2d 279, 284 (1994), quoting *Wells,* 64 Nev. at 64.

10. Medina did not have any authority to act on behalf of WFG.

11. WFG is not liable for any damages caused by Medina's actions.[4]

The factual and legal issues between Plaintiff and WFG were properly adjudicated through WFG's MSJ and the subsequent WFG Order. Plaintiff's Motion should be denied.

B. PLAINTIFF CANNOT RELY ON DEFAULT JUDGMENS ENTERED AGAINST BURSEY AND MEDINA.

Plaintiff's Motion is based entirely on findings of fact that were entered pursuant to default judgments against defendants Bursey and Medina. He argues that because allegations in his Second Amended Complaint are now deemed to be true as to Bursey and Medina that those facts likewise bind WFG and require the Court to overturn its grant of summary judgment to WFG. Plaintiff's argument is based on his fundamental misunderstanding of the law and is wrong.

An additional fatal flaw with Plaintiff's argument is that the allegations that have been deemed true because of the default judgments are only deemed true as to Bursey and Medina. According to the Nevada Supreme Court, "entry of default against one codefendant who fails to answer or whose answer is stricken does not preclude an answering defendant from contesting liability." *LoMastro v. Am. Family Ins. Group (Estate of LoMastro)*, 124 Nev. 1060, 1067 (2008). The *LoMastro* court relied on a Florida opinion that held that "[t]he default of one defendant, although an admission by him of the allegations of the complaint, does not operate as an admission of such allegations as against a contesting co-defendant." *Id*. at 1067 fn. 8. In other words, while a defaulted defendant may be deemed to have entered into a contract with no intention of performing, that fact will not be deemed true as to an answering codefendant.

In this case, a default judgment has not been entered against WFG. WFG has not admitted any of the facts on which Plaintiff relies and it is not bound by any of the facts that bind Bursey and Medina. WFG denied those same factual asserts in its Answer to the Second Amended Complaint. Further, WFG demonstrated to the Court that those factual assertions were false and the bases of the WFG Order. In particular, this Court has previously held that:

4. Medina was not the employee of WFG in any capacity.

[4] *See* WFG Order at p. 4-5.

5. Dattala's respondeat superior liability cannot attach to WFG.

9. "[T]here is no relationship of 'superior and subordinate, or, as it is generally expressed, of master and servant, in which the latter is subject to the control of the former. The responsibility is placed where the power exists."' *Hanneman v. Downer*, 110 Nev. 167, 175, 871 P.2d 279, 284 (1994), quoting *Wells,* 64 Nev. at 64.

10. Medina did not have any authority to act on behalf of WFG.

11. WFG is not liable for any damages caused by Medina's actions.[5]

Plaintiff was unable to produce any evidence that WFG should be liable for Medina's actions and that Medina was an employee or an agent for WFG. As the Plaintiff failed to produce any evidence the Court entered the WFG Order resolving these issues in favor of WFG and against Plaintiff.

IV. CONCLUSION

Plaintiff seeks an order to reconsider the Order granting WFG's MSJ against Dattala without providing the Court any legal authority supporting his request. Plaintiff cannot rely on the default judgments entered against Bursey and Medina to impose liability on WFG and he asserts no other basis to seek relief. His Motion for Reconsideration is improper as a matter of law and should be denied.

DATED this 22nd day of November, 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/Counter-Claimant/Cross-Claimant, WFG National Title Insurance Company

[5] *See* WFG Order at p. 4-5.

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 22nd day of November, 2021, I did cause a true copy of **WFG NATIONAL TITLE INSURANCE COMPANY'S OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION** to be e-served through the Eighth Judicial District EFP system pursuant to NEFCR 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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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

PRECISION ASSETS' JOINDER IN OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION FILED BY WFG NATIONAL TITLE INSURANCE COMPANY

Precision Assets (as Defendant, Counterclaimant against Eustachius Bursey hereinafter referred to as "Precision and/or Precision Assets"), by and through its attorney, Zachary T. Ball, Esq. of BALL LAW GROUP, hereby joins in WFG National Title Insurance Company's Opposition to the Motion for Reconsideration filed by plaintiff John Datalla on November 8, 2021.

DATED this 29th day of November, 2021.

THE BALL LAW GROUP

/s/ Zachary T. Ball
Zachary T. Ball, Esq, SBN 8364
1935 Village Center Circle, Suite 120
Las Vegas, NV 89134
Attorney for *Precision Assets, as Defendant, Counterclaimant and Crosslaimant against Eustachius Bursey*

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Dattal v. Precision Assets et al
Case # 84762
Page 1805 of 2046

Case Number: A-19-794335-C

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PRECISION ASSETS' JOINDER IN OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION FILED BY WFG NATIONAL TITLE INSURANCE COMPANY** was electronically filed with the Eighth Judicial District Court on the 29th day of November, 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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DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE COMPANY
and JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

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AND RELATED ACTIONS

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Case # A-19-794335-C
Dept # 14

Hearing : 12/09/2021

DATTALA'S REPLY TO OPPOSITION AND JOINDER IN OPPOSITION TO MOTION FOR RECONSIDERATION

The below legal citation is taken directly from Dattala's Opposition to the underlying motion filed September 13, 2021.

AGENCY A QUESTION OF FACT

In Nevada the existence of agency is a question of fact. McCrosky v. Carson Tahoe Reg'l Med. Ctr 133 Nev. 930, 934, 408 P.3d 149, 153 (2017)

> The general rule of vicarious liability is that an employer is liable for the negligence of its employee but not the negligence of an independent contractor. See Oehler v. Humana Inc., 105 Nev. 348, 351, 775 P.2d 1271,

Case Number: A-19-794335-C

> 1273 (1989). However, an exception exists "if the hospital selects the doctor and it is reasonable for the patient to assume that the doctor is an agent of the hospital." Renown Health, Inc. v. Vanderford, 126 Nev. 221, 228, 235 P.3d 614, 618 (2010). In such a scenario, "[t]he doctor has apparent authority to bind the hospital," making the hospital vicariously liable for the doctor's actions under the doctrine of ostensible agency. Schlotfeldt v. Charter Hosp. of Las Vegas, 112 Nev. 42, 48, 910 P.2d 271, 275 (1996). Whether an ostensible agency relationship exists "is generally a question of fact for the jury if the facts showing the existence of agency are disputed, or if conflicting inferences can be drawn from the facts." Id. at 47, 910 P.2d at 274.

Schlotfeldt v. Charter Hosp. of Las Vegas 112 Nev. 42, 910 P.2d 271 (1996) footnote 3 expressly states "that whether agency did exist cannot be determined as a matter of law."

DECISION UNDER REVIEW WAS ARBITRARY AND CAPRICIOUS IN LIGHT OF LATER FINDINGS

The Order under review and the FFCL are internally inconsistent. There cannot be "no material factual dispute" in the Order in light of Finding 5 in the FFCL [Exhibit 2, 10:20-25], set forth below.

> 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.

The FFCL is a final, appealable judgment WHICH HAS NOT BEEN APPEALED and the appeal deadline has expired. Finding 5 expressly finds that Medina was the

agent of WFG and "was within the scope of her agency relationship" when she performed all the acts described in the FFCL.

WFG provides NO authority that an interim Order can "preempt" a final, appealable order. The statement on Page 2 line 14 of WFG's Opposition is absurd; an interim order cannot possibly preempt a final order. Contrarily, the Nevada Court of Appeals in Watts Regulator Co. V. Am. Nat'l Ins. Co 2021 Nev. App. Unpub. Lexis 29, 479 P. #d 1007, 2021 WL 398453 [January 25, 2021] logically holds that legal analysis that is "internally inconsistent, contradictory" finds "no support in our jurisprudence.", as quoted below.

> Specific to this case, because "lack of good faith" and "bad faith" are treated as interchangeable terms [*6] throughout our precedents, the district court could not have concluded that Watts failed to act in good faith, while simultaneously concluding that Watts engaged in conduct that did not amount to bad faith. Thus, when the district court found that Watts did not act in bad faith, but also concluded that Watts did not meaningfully participate in good faith, the district court's legal analysis was internally inconsistent, contradictory, and finds no support in our jurisprudence. Walker, 136 Nev., Adv. Op. 80, 476 P.3d. at 1197. Therefore, we conclude that by making these inconsistent factual findings, the district court's decision to strike the trial de novo fails, and in doing so the court abused its discretion. Skender, 122 Nev. at 1435, 148 P.3d at 714.

Consistently, the Nevada Court of Appeals had previously held that inconsistent findings of an administrator appeal officer that were internally inconsistent "was arbitrary and capricious." Escobar v. Green Valley Ranch Casino, 2017 Nev. App. Unpub. Lexis 49, 133 Nev. 1006, 2017 WL 636427 [February 10, 2017]

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WFG WAS PRESENT AT THE TRIAL AND CHOSE NOT TO PARTICIPATE, WITH FULL KNOWLEDGE THAT IT'S RIGHTS WOULD BE AFFECTED

WFG's argument that the findings in the FFCL have no effect or impact on it is directly contrary to clear, controlling Nevada law. Estate of Lomastro v. American Family Insurance Group, 124 Nev. 1060, 195 P.3d 339 (2008) is the controlling case. The Lomastro court expressly found that in insurance company that failed to intervene in a case after being put on notice of the proceeding was bound by the default judgment entered in the case.

> In this case, American Family not only had notice of the pending suit against Leach but notice of the LoMastros' intent to seek entry of default; still, American Family waited to intervene until after default was entered against Leach, and after American Family intervened it chose not to file a motion to set aside the default. American Family argues that because it intervened, it was able to assert all defenses available to Leach, but in attempting to contest Leach's liability, American Family disregards the timing of its intervention and the defenses that were available to Leach at that time. After entry of default, Leach was limited to contesting the amount of damages. Likewise, because American Family intervened after the entry of default, despite having notice of the LoMastros' intent to seek default, it was limited, on the claims against Leach, to contesting the amount of damages, or alternatively, it could have moved to set aside the entry of default.
>
> Nevertheless, American Family argues that under Allstate Insurance Co. v. Pietrosh it would have been bound only upon the entry of default judgment. That argument appears premised on this court's statement that when an insurance company has notice and an opportunity to intervene in an action, it will be bound by the court's judgment against the uninsured motorist.
>
> American Family's contention in regard to Pietrosh is meritless. Nothing in this court's conclusion in Pietrosh indicates that insurers are only bound by default judgments. Indeed, in Pietrosh, we imposed a duty on insurance companies to take affirmative action to defend their right to

> deny a claim. We invalidated an exclusion in an uninsured motorist policy that a judgment obtained against an uninsured motorist would not bind the insurer unless the insurer consented to the litigation. We recognized that the exclusion would be reasonable if the insurance company did not have notice of the litigation or if judgment was obtained by default but held that an insurance company with notice should be bound by a judgment obtained through adversarial proceedings despite contrary rules regarding privity in using a judgment against a party by estoppel. We then expanded on the Pietrosh analysis in State Farm Mutual Automobile v. Christensen, ultimately determining that a default judgment bound an insurer that chose not to intervene in the action against the uninsured motorist. In this case, American Family not only had notice of the pending suit against Leach but notice of the LoMastros' intent to seek entry of default; still, American Family waited to intervene until after default was entered against Leach. Our reasoning in Pietrosh, which was expanded in Christensen, supports our conclusion that the entry of default bound American Family in this case.
> Id @ 1069

The instant case was initiated in May, 2019 and WFG has been a defendant and an active participant throughout the entire case. Counsel for, WFG was present at the trial on October 13, 2021. This is well beyond Lomastro notice. Further, WFG did not move to alter or amend the FFCL.

Substituting "WFG" for "American Family", and "Dattala" for "Lomastro" in the last sentence of the above quote from the Lomastro decision results in the following.

> In this case, WFG not only had notice of the pending suit against Leach but notice of Dattala's intent to seek entry of default; still, WFG waited to intervene until after default was entered against Leach. Our reasoning in Pietrosh, which was expanded in Christensen, supports our conclusion that the entry of default bound WFG in this case.

Only in the instant case it's the same case involving the same transactions and WFG has been a party for over 2 years. And WFG was aware of the findings on

October 15, 2021 when the FFCL was served.

FINDING THAT MEDINA WAS WFG'S AGENT

Thus, subsequent to the September 28, 2021 hearing on WFG's Motion for Summary Judgment which resulted in the Order, the Court signed and filed the FFCL. Factual findings in the FFCL preclude the granting of summary judgment in favor of WFG against Dattala. The specific findings in the FFCL were directly quoted in Dattala's Motion and will not be repeated, but finding number 5 set forth above expressly states that Medina WAS "the agent of WFG and was within her scope of employment or her agency relationship in performing the acts described below."

At the very minimum, the Court has stated multiple disputes of material fact as there are directly contrary facts set forth in the Order (which is interim and can be changed) and the FFCL (which are final, appealable and cannot be changed). Given the service date of the Notice of Entry of the FFCL on October 15, 2021, the deadline for filing a motion for new trial or for amendment of judgments is November 12, 2021 and the appeal deadline is November 15, 2021. No tolling motion was filed, and no appeal has been filed, so the FFCL is a final, unappealed judgment.

The final, appealable factual findings in the FFCL are that Medina "**was within her scope of ... her agency relationship in performing the acts described below**. " Further, Medina was **"the agent of WFG and was within her scope of ...her agency relationship in performing the acts described below"** The acts described in the paragraphs quoted above are of an ongoing fraud scheme perpetuated on Dattala which resulted in a loss which is found to be in the amount of $370,000. Finally, "**WFG is liable for damages Dattala incurred as a result of Medina's negligence under the doctrine of respondeat superior."**

Thus, the findings in the Order are meritless and are at a minimum intrinsically inconsistent with the final findings in the FFCL.

CONCLUSION

Agency is a question of fact and cannot be determined as a matter of law. In this case, there is an express factual finding that "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. the WFG."

The question of fact as to Medina's agency relationship with WFG is no longer at issue because of the above quoted finding.

As set forth above and in the Motion, the Order must be set aside. Reconsideration was timely sought based on the new facts which are contained in the FFCL, which have been established by the Court.

There is no other action which is consistent with the facts of the case to protect and preserve Dattala's due process rights.

/s/ Benjamin B. Childs

BENJAMIN B. CHILDS, ESQ.
NEVADA BAR # 3946
Attorney for Plaintiff

CERTIFICATE OF SERVICE

This DATTALA'S REPLY TO OPPOSITION AND JOINDER IN OPPOSITION TO MOTION FOR RECONSIDERATION was served through the Odyssey File and Serve system to opposing counsel at 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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DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE COMPANY
and JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

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AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

Hearing : 12/09/2021

DECLARATION OF EUSTACHIUS C. BURSEY IN SUPPORT OF DATTALA'S REPLY TO OPPOSITION AND JOINDER IN OPPOSITION TO MOTION FOR RECONSIDERATION

The declaration of EUSTACHIUS C. BURSEY, obtained on December 8, 2021, is attached as Exhibit 3. Mr. Bursey's sworn testimony clearly states that Lillian Medina was "representing WFG and was there on behalf of WFG" and that the documents she possessed "had been provided and prepared by WFG."

There is overwhelming factual evidence that Ms. Medina was a agent of WFG NATIONAL TITLE INSURANCE COMPANY.

/s/ Benjamin B. Childs
_____
BENJAMIN B. CHILDS, ESQ.
NEVADA BAR # 3946
Attorney for Plaintiff

Case Number: A-19-794335-C

CERTIFICATE OF SERVICE

This DECLARATION OF EUSTACHIUS C. BURSEY IN SUPPORT OF DATTALA'S REPLY TO OPPOSITION AND JOINDER IN OPPOSITION TO MOTION FOR RECONSIDERATION was served through the Odyssey File and Serve system to opposing counsel at filing. Electronic service is in lieu of mailing.

/s/ Benjamin B. Childs, Sr.

BENJAMIN B. CHILDS, Sr.ESQ.
NEVADA BAR # 3946

EXHIBIT 3 EXHIBIT 3

EXHIBIT 3 EXHIBIT 3

DECLARATION OF EUSTACHIUS C. BURSEY

I make these statements based on my own personal knowledge.

On or about April 28, 2019 I received an email from Jeanine Santos, the employee of WFG National Title Insurance Company [WFG] Is was dealing with on property sales, including 59 Sacramento Drive Las Vegas, NV. Ms. Santos' email said that she needed to have John Dattala [Dattala] sign, call or make contact with WFG because the amount of the sale was deemed by WFG to be suspicious.

The next day, April 29, 2019, Ms. Santos called and told me that to close the sale escrow she would need to have contact with Dattala and that WFG would send someone over to sign documents.

Notary Lillian Medina came to Dattala's house on April 29, 2019. Ms Medina said she was representing WFG and was there on behalf of WFG. Ms. Medina had documents with her that she said had been provided and prepared by WFG. This was between noon and 1:00 PM on April 29, 2019.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 8, 2021
12/08/21
(date)

E. C. B.
(signature)

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DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE
COMPANY and
JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

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AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

HEARING : January 20, 2022

PLAINTIFF'S REPLY TO OPPOSITIONS AND JOINDER IN OPPOSITION TO MOTION FOR DECLARATORY RELIEF

The Court has never addressed the following statutes, which define void conveyances and the effect of a void conveyance on subsequent purchasers or assigns.

> **NRS 111.025 - Conveyances void against purchasers are void against their heirs or assigns.**
> **Every conveyance, charge, instrument or proceeding declared to be void by the provisions of this chapter, as against purchasers, shall be equally void as against the heirs, successors, personal representatives or assigns of such purchasers.**
>
> **NRS 111.175 - Conveyances made to defraud prior or subsequent purchasers are void.**
> **Every conveyance of any estate, or interest in lands, or the rents**

Case Number: A-19-794335-C

> and profits of lands, and every charge upon lands, or upon the rents and profits thereof, made and created with the intent to defraud prior or subsequent purchasers for a valuable consideration of the same lands, rents or profits, as against such purchasers, shall be void.

TRANSFER OF VOID TITLE

The FFCL expressly finds that the transfer of titles to Subject Properties were obtained by Bursey from Dattala through forgery and/or fraud, as set forth fully in the Motion. Therefore, those transfers are void pursuant to NRS 111.025 and NRS 111.175.

What Nevada law there is regarding a void sale centers around foreclosure sales by homeowner associations versus the mortgage lender. In Shadow Wood Homeowners Ass'n, Inc. v. N.Y. Cmty. Bancorp, Inc., 132 Nev. 49, 64 - 65, 366 P.3d 1105 (2016) this court said:

> **A subsequent purchaser is bona fide under common-law principles if it takes the property "for a valuable consideration and without notice of the prior equity, and without notice of facts which upon diligent inquiry would be indicated and from which notice would be imputed to him, if he failed to make such inquiry." Bailey v. Butner, 64 Nev. 1, 19, 176 P.2d 226, 234 (1947) (emphasis omitted); see also Moore v. De Bernardi, 47 Nev. 46, 54, 220 P. 544, 547 (1923) ("The decisions are uniform that the bona fide purchaser of a legal title is not affected by any latent equity founded either on a trust, [e]ncumbrance, or otherwise, of which he has no notice, actual or constructive."). Although, as mentioned, NYCB might believe that Gogo Way purchased the property for an amount lower than the property's actual worth, that Gogo Way paid "valuable consideration" cannot be contested. Fair v. Howard, 6 Nev. 305, 308 (1871) ("The question is not whether the consideration is adequate, but whether it is valuable."); see also Poole v. Watts, 139 Wash. App. 1018 (2007) (unpublished disposition) (stating that the fact that the foreclosure sale purchaser purchased the property for a "low price" did not in itself put the purchaser on notice that anything was amiss with the sale).**

This holding was limited just two years later in Bank of America v. SFR Investments Pool 1 LLC, 134 Nev. 604, 427 P.3d 113 (2018), another HOA v. bank foreclosure fight. The bank had paid the superpriority portion of the HOA lien but the HOA sold the house anyway to SFR. The case went all the way to the Supreme Court. The Nevada Supreme Court court reversed a judgment in favor of SFR and held that the HOA sale was void because of defects in the HOA sale process. The court held that SFR was not a good faith bona fide purchaser. Id at 612.

That case was cited by the Supreme Court with approval in U.S. Bank v. Resources Group LLC, 135 Nev. Adv. Op. 26, 444 P.3d 442, 448 (2019) ("A void sale, in contrast to a voidable sale, defeats the competing title of even a bona fide purchaser for value.").

By analogy, this court ruled in Alamo Rent-a-Car, Inc. v. Mendenhall, 113 Nev. 445, 937 P.2d 69 (1997) that a car thief who sold a car owned by Alamo to a Nevada resident by a forged certificate of title could not defeat the ownership rights of the defrauded party. A thief cannot convey good title even to an alleged good faith bona fide purchaser. Id at 451.

Other state courts have ruled that a forged deed is void per se and does not pass title to even a good faith, bona fide purchaser. See, e.g. Faison v. Lewis, 32 N.E.3d 400, 402-3, 25 N.Y.3d 220, 202 (NY 2015) :

> **In Marden v Dorthy, this Court held that a forged deed was void at its inception, finding it to be a "spurious or fabricated paper" (160 NY 39, 47, 54 NE 726 [1899]), a forgery characterized by "the fraudulent making of a writing to the prejudice of another's rights" (id.). As Marden noted, a forged deed lacks the voluntariness of conveyance (see id. at 54). Therefore, it holds a unique position in the law; a legal nullity at its creation is never entitled to legal effect because "[v]oid things are as no things" (id. at 56).**

The basic rule is that forged deeds are a legal nullity and cannot pass title even to an alleged bona fide purchaser. Case examples include Lotspeich v. Dean, 211 P.2d 979, 983 (N.M.1949) (citing other appellate decisions); Vazquez v. Deutsche Bank National Trust, 441 S.W.2d 783, 787 (TX App. 2014); WFG National Title Co.v. Wells Fargo Bank NA, 264 Cal. Rptr. 717, 724 (Cal.App. 2020).

Ironically, WFG is the same title company in the instant case. It tried to defend against a forged deed claim and lost in the California case. It's insured, Precision, should also lose this case. It should lose because a policy of title insurance obligates the insurer to cover any losses or damages resulting from a forged deed. The Georgia Supreme Court so ruled in Fidelity National Title v. Keyingham Investments LLC, 702 S.E.2d 851 (Ga. 2010).

LOMASTRO DECISION SUPPORTS RELIEF TO DATTALA

The argument in the Opposition that the findings in the FFCL have no effect or impact on Precision is directly contrary to clear, controlling Nevada law. Estate of Lomastro v. American Family Insurance Group, 124 Nev. 1060, 195 P.3d 339 (2008) is the controlling case. The Lomastro court expressly found that in insurance company that failed to intervene in a case after being put on notice of the proceeding was bound by the default judgment entered in the case.

> **In this case, American Family not only had notice of the pending suit against Leach but notice of the LoMastros' intent to seek entry of default; still, American Family waited to intervene until after default was entered against Leach, and after American Family intervened it chose not to file a motion to set aside the default. American Family argues that because it intervened, it was**

able to assert all defenses available to Leach, but in attempting to contest Leach's liability, American Family disregards the timing of its intervention and the defenses that were available to Leach at that time. After entry of default, Leach was limited to contesting the amount of damages. Likewise, because American Family intervened after the entry of default, despite having notice of the LoMastros' intent to seek default, it was limited, on the claims against Leach, to contesting the amount of damages, or alternatively, it could have moved to set aside the entry of default.

Nevertheless, American Family argues that under Allstate Insurance Co. v. Pietrosh it would have been bound only upon the entry of default judgment. That argument appears premised on this court's statement that when an insurance company has notice and an opportunity to intervene in an action, it will be bound by the court's judgment against the uninsured motorist.

American Family's contention in regard to Pietrosh is meritless. Nothing in this court's conclusion in Pietrosh indicates that insurers are only bound by default judgments. Indeed, in Pietrosh, we imposed a duty on insurance companies to take affirmative action to defend their right to deny a claim. We invalidated an exclusion in an uninsured motorist policy that a judgment obtained against an uninsured motorist would not bind the insurer unless the insurer consented to the litigation. We recognized that the exclusion would be reasonable if the insurance company did not have notice of the litigation or if judgment was obtained by default but held that an insurance company with notice should be bound by a judgment obtained through adversarial proceedings despite contrary rules regarding privity in using a judgment against a party by estoppel. We then expanded on the Pietrosh analysis in State Farm Mutual Automobile v. Christensen, ultimately determining that a default judgment bound an insurer that chose not to intervene in the action against the uninsured motorist. In this case, American Family not only had notice of the pending suit against Leach but notice of the LoMastros' intent to seek entry of default; still, American Family waited to intervene until after default was entered against Leach. Our reasoning in Pietrosh, which was expanded in Christensen, supports our conclusion that the entry of default bound American Family in this case.

Id @ 1069

The instant case was initiated in May, 2019 and Precision, Acry Development

and WFG have been a defendants and an active participant throughout the entire case. Counsel for Precision, Acry Development and WFG were all present at the trial on October 13, 2021. This is well beyond Lomastro notice. Further, neither Precision, Acry Development and WFG nor not moved to alter or amend the FFCL.

Substituting "Precision" for "American Family", and "Dattala" for "Lomastro" in the last sentence of the above quote from the Lomastro decision results in the following.

> In this case, Precision not only had notice of the pending suit against Leach [Bursey] but notice of Dattala's intent to seek entry of default; still, Precision waited to intervene until after default was entered against Leach [Bursey]. Our reasoning in Pietrosh, which was expanded in Christensen, supports our conclusion that the entry of default bound Precision in this case.

Only in the instant case it's the same case involving the same transactions and Precision, Acry Development and WFG have all been a parties for over 2 years. They were all was aware of the findings on October 15, 2021 when the FFCL was served.

INCONSISTENT REMEDIES INAPPLICABLE

The argument put forth that Dattala is barred from seeking his interest in the Subject Properties is meritless. Declaratory relief regarding ownership and title to real property is an in rem proceeding. Chapman v. Deutsche Bank Nat'l Trust Co. 129 Nev. 314, 302 P.3d 1103 (2013) He had separate causes of action against Bursey, which resulted in the monetary judgment, none of which involved title to the Subject Properties. Precision admits that the judgment against Bursey is uncollectable because Precision didn't pursue it's cross-claim against Bursey, despite Bursey not participating in the case.

NRCP 57, cited in the Opposition, EXPRESSLY provides for declaratory judgment despite "[t]he existence of another adequate remedy". .

///

Rule 57. Declaratory Judgment

These rules govern the procedure for obtaining a declaratory judgment under NRS Chapter 30 or other state law. Rules 38 and 39 govern a demand for a jury trial. The existence of another adequate remedy does not preclude a declaratory judgment that is otherwise appropriate. The court may order a speedy hearing of a declaratory-judgment action.

CONCLUSION

Given the above factual findings, which are final and have been signed by a judge and filed on October 15, 2021, under NRS 111.025, NRS 111.175 and NRS 111.340, and clear Nevada case law, Precision Assets received void deeds from Bursey, because Dattala's deed to Bursey is void.

Dattala is entitled to the requested relief under NRS Chapter 30, especially NRS 30.030 and 040. He specifically seeks entry of declaratory judgment as set forth below.

1. **The deed recorded with the Clark County, Nevada Recorder [Instrument # 20190408-0002603] by Bursey involving the 50 Sacramento property on April 8, 2019 at is void. [Exhibit 2]**

2. **The deed recorded with the Clark County, Nevada Recorder [Instrument # 20190422-0001237] by Bursey involving the 59 Sacramento property on April 22, 2019 is void. [Exhibit 3]**

3. **All deeds, assigned and any other form of conveyances recorded subsequent to the April 8, 2019 deed recorded by Bursey to the 50 Sacramento property are void. These include the Grant, Bargain and Sale Deed from Bursey to Precision Assets, LLC [Exhibit 4] recorded with the Clark County, Nevada Recorder [Instrument # 20190415-0002065, rerecorded Instrument 20201123-0001698, rererecorded Instrument 20210212-0002883] and the Deed of Trust from Precision**

Assets to ACRY Development, LLC [Exhibit 5] recorded with the Clark County, Nevada Recorder [Instrument # 20190418-0000558] involving the 50 Sacramento property.

4. **All deeds, assigned and any other form of conveyances recorded subsequent to the April 22, 2019 deed recorded by Bursey to the 59 Sacramento property are void. This includes the Grant, Bargain and Sale Deed from Bursey to Precision Assets, LLC [Exhibit 6] recorded with the Clark County, Nevada Recorder [Instrument # 20190502-0003510] involving the 59 Sacramento property.**

Final judgment having been entered in the FFCL, there are now findings, the relevant portion of which are set forth in the Motion, which control. Additionally, the *Restatement (Second) of Judgment*s § 15 states that later judgments control over earlier judgments.

Dattala seeks declaratory relief as set forth above.

/s/ Benjamin B. Childs
BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
Attorney for Plaintiff JOHN DATTALA

CERTIFICATE OF SERVICE

This PLAINTIFF'S REPLY TO OPPOSITIONS AND JOINDER IN OPPOSITION TO MOTION FOR DECLARATORY RELIEF was served through the Odyssey File and Serve system to all counsel on filing. Electronic service is in lieu of mailing.

/s/ Benjamin B. Childs.
BENJAMIN B. CHILDS, ESQ.
NEVADA BAR # 3946

Electronically Filed
1/31/2022 10:25 AM
Steven D. Grierson
CLERK OF THE COURT

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yli@wrightlegal.net
Attorneys for Defendant/Crossclaim Defendant, WFG National Title Insurance Company

EIGHTH JUDICIAL DISTRICT COURT

STATE OF NEVADA

JOHN DATTALA;

Plaintiffs,

vs.

EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X,

Defendants.

AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

NOTICE OF ENTRY OF ORDER

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an ORDER DENYING PLAINTIFF'S MOTION FOR RECONSIDERATION OF ORDER GRANTING DEFENDANT WFG NATIONAL TITLE INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT was entered in the above-entitled Court on the 25th day of January, 2022. A copy of which is attached hereto.

DATED this 31st day of January, 2022.

WRIGHT, FINLAY & ZAK, LLP

/s/ Yanciong Li, Esq.
Christina V. Miller, Esq.
Nevada Bar No. 12448
Yanxiong Li, Esq.
Nevada Bar No. 12807
7785 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
Attorneys for Defendant/Crossclaim 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 31st day of January, 2022, I did cause a true copy of **NOTICE OF ENTRY ORDER** to be e-filed and 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
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/s/ Lisa Cox
An Employee of WRIGHT, FINLAY & ZAK, LLP

Electronically Filed
01/25/2022 7:17 PM
CLERK OF THE COURT

ORDR

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Attorneys for Defendant/Crossclaim Defendant, WFG National Title Insurance Company

EIGHTH JUDICIAL DISTRICT COURT
STATE OF NEVADA

JOHN DATTALA;

Plaintiffs,

vs.

EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X,

Defendants.

AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

ORDER DENYING PLAINTIFF'S MOTION FOR RECONSIDERATION OF ORDER GRANTING DEFENDANT WFG NATIONAL TITLE INSURANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT

Plaintiff John Dattala ("Plaintiff") filed a Motion for Reconsideration of the Order Granting Defendant WFG National Title Insurance Company's ("WFG") Motion for Summary Judgment. WFG opposed the Motion, and Defendant Precision Assets LLC ("Precision") filed a joinder in support of the Opposition. This matter came on for hearing before this Court on December 16, 2021, during which the parties presented argument. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, this Court issues the following order:

Plaintiff argues that reconsideration is warranted because the default judgment entered against Defendants Eustachius C. Bursey ("Bursey") and Lillian Medina ("Medina"), entered on

Dattal v. Precision Assets et al
Case # 84762
Page 1829 of 2046

October 15, 2021, ("Bursey/Medina Default Judgment"), conflicts with the Order Granting WFG's Motion for Summary Judgment ("WFG Order"), entered on October 25, 2021, and, therefore, this Court must reconsider the WFG Order so that it conforms with the Bursey/Medina Default Judgment. For the following reasons, this Court finds Plaintiff's argument without merit.

This Court "may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous." *Masonry and Tile Contractors Ass'n of Southern Nevada v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997) (citations omitted). Pursuant to NRCP 59(e), a court should grant relief where "(1) the motion is necessary to correct manifest errors of law or fact upon which the judgment is based; (2) the moving party presents newly discovered or previously unavailable evidence; (3) the motion is necessary to prevent manifest injustice; or (4) there is an intervening change in controlling law." *See, Turner v. Burlington Northern Santa Fe R.R. Co.*, 338 F.3d 1058, 1063 (9th Cir. 2003); *see also, AA Primo Builders, LLC v. Washington*, 126 Nev. 578, 245 P.3d 1190 ("Among the "basic grounds" for a Rule 59(e) motion are "correct[ing] manifest errors of law or fact," "newly discovery or previously unavailable evidence," the need "to prevent manifest injustice," or "change in controlling law." (citing *Coury v. Robison*, 115 Nev. 84, 124-127, 976 P.2d 518)).

Plaintiff's Motion for Reconsideration recites allegations from his operative amended complaint at length. But Plaintiff does not argue that reconsideration is warranted to correct a manifest injustice or that there is an intervening change in controlling law. Plaintiff impliedly argues, although it is not apparent from the face of his Motion for Reconsideration or Reply in support thereof, that he has obtained newly discovered facts and that the WFG Order is a manifest error of law. But as set forth below, these arguments lack merit.

First, Plaintiff presents this Court with the untimely Declaration of Bursey to support his allegation that Medina was an employee or agent of WFG. Plaintiff fails to present any argument as to why this declaration was not obtained during the discovery period and this Court finds that the declaration is, therefore, not "newly discovered or previously unavailable" to support reconsideration at this juncture. Plaintiff could and should have obtained this testimony during

the discovery period. Even if this Court considered the declaration to be newly discovered evidence, this Court nonetheless disregards the declaration as inadmissible hearsay which cannot support reconsideration of summary judgment (NRCP 56(c)) and does not fall within an exception to hearsay. NRS 51.075 et seq.

Moreover, this Court has already considered the admissible evidence in the record from WFG's Motion for Summary Judgment and concluded as against Plaintiff that Medina is neither an agent nor an employee of WFG. *See* WFG Order at 3-5. Plaintiff has not presented this Court with any sufficient legal authorities or admissible evidence to disturb this Court's findings and conclusions against Plaintiff in the WFG Order.

Second, the Bursey/Medina Default Judgment cannot defeat the WFG Order. In *LoMastro v. Am. Family Ins. Group (Estate of LoMastro)*, 124 Nev. 1060, 1067 fn. 8, 195 P.3d 339, 344 (2008), the Nevada Supreme Court confirmed that "entry of default against one codefendant who fails to answer or whose answer is stricken does not preclude an answering defendant from contesting liability…an admission by [one defendant] of the allegations of the complaint, does not operate as an admission of such allegations as against a contesting co-defendant."

Here, the Bursey/Medina Default Judgment was entered because certain allegations by Plaintiff in his complaint were deemed admitted via default against those parties only because they failed to appear and/or participate in the litigation. To the contrary, WFG has actively participated in the litigation by filing its answer and asserting affirmative defenses, defending against those same allegations deemed admitted against Bursey/Medina in discovery and presenting admissible evidence to this Court to refute Plaintiff's allegations. Further, in considering the evidence presented by WFG at the summary judgment stage to refute Plaintiff's allegations that Medina was an employee or agent of WFG, this Court found Plaintiff's allegation of an employee or agency relationship to be without merit and unsupported by the evidence presented by Plaintiff. Thus, Plaintiff has not presented this Court with any sufficient legal argument or evidence to support reconsideration of the WFG Order and merely reargues points previously raised in its Opposition to WFG's Motion for Summary Judgment. Accordingly, this Court rejects Plaintiff's argument.

Lastly, Plaintiff argues that Medina is an agent of WFG and that an agency relationship is "an issue of fact" which requires a trial. However, this Court previously considered and ruled against this argument proffered by Plaintiff in his Opposition to WFG's Motion for Summary Judgment because the admissible evidence in the record and law on point contradicts Plaintiff's allegation. Plaintiff failed to establish that Medina is an agent of WFG and, therefore, the Court held against Plaintiff that there is no agency relationship as a matter of law. *See* Order at 4-5. Simply because Plaintiff alleges an agency relationship between Medina and WFG does not automatically award Plaintiff a trial and trump his obligation at the summary judgment stage to present admissible evidence of a genuine issue of material fact for trial. NRCP 56. Plaintiff does not set forth any argument or basis for reconsideration other than repeating the same arguments previously raised. Accordingly, this Court rejects Plaintiff's argument.

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Based on the foregoing, IT IS HEREBY ORDERED that Plaintiff's Motion for Reconsideration of the WFG Order is DENIED.

IT IS SO ORDERED.

Dated this 25th day of January, 2022

DISTRICT COURT JUDGE
A-19-794335-C

D89 8E5 B5C3 8479
Adriana Escobar
District Court Judge

Respectfully Submitted by:
WRIGHT, FINLAY & ZAK, LLP

/s/ Yanxiong Li
Christina V. Miller, Esq.
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Approved as to form and content by:
BENJAMIN B. CHILDS, ESQ.

/s/ NO RESPONSE RECEIVED
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Approved as to form and content by:
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Attorneys for Defendant ACRY Development LLC and Precision Assets Cross-Claimant only

Approved as to form and content by:
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Attorneys for Precision Assets, as Defendant, Counterclaimant and as Crossclaimant against Eustachius Bursey

Lisa Cox

From: Zachary Ball <zball@balllawgroup.com>
Sent: Thursday, January 20, 2022 7:45 AM
To: Michael YanXiong Li
Subject: Re: Dattala v. WFG et al. A-19-794335-C - proposed Order denying Motion for Reconsideration

I have read an approval of the current version. Thank you.

From: Michael YanXiong Li <yli@wrightlegal.net>
Sent: Wednesday, January 19, 2022 2:28:56 PM
To: Zachary Ball <zball@balllawgroup.com>
Subject: FW: Dattala v. WFG et al. A-19-794335-C - proposed Order denying Motion for Reconsideration

Hi Zach, just writing to see if you have any other changes before we submit. The existing redlines are from Mr. Benedict's office and our office (highlighted in yellow). Please consent for us to apply your e-signature and submit to Judge Escobar's chambers.

Thank you!
Michael

From: Michael YanXiong Li
Sent: Tuesday, January 18, 2022 1:56 PM
To: 'John Benedict' <John@benedictlaw.com>
Cc: Christina V. Miller <cmiller@wrightlegal.net>; Lisa Cox <lcox@wrightlegal.net>; Zachary Ball <zball@balllawgroup.com>; 'ben@benchilds.com' <ben@benchilds.com>
Subject: RE: Dattala v. WFG et al. A-19-794335-C - proposed Order denying Motion for Reconsideration

Mr. Benedict,

Mr. Miller asked me to assist her on reviewing this order.

Your changes are fine. But I made minor edits on p.3, ln.5-6 consistent with the prior findings on our MSJ against Plaintiff. Please let us know if the attached is good to submit with your e-sig.

As it has already been two weeks since we circulated the proposed order, and we have yet to receive any proposed changes from Mr. Ball/Mr. Childs, we will submit the attached version to chambers tomorrow.

Y. Michael Li, Esq.
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Lisa Cox

From: John Benedict <John@benedictlaw.com>
Sent: Thursday, January 20, 2022 10:08 AM
To: Michael YanXiong Li
Cc: Lisa Cox; Office Admin
Subject: Re: Dattala v. WFG et al. A-19-794335-C - proposed Order denying Motion for Reconsideration
Attachments: Order denying Mtn Reconsider_YLrev.docx

I have reviewed and you can affix my e-signature to the attached Order with the changes accepted. Thank you.

Sincerely,
John Benedict, Esq.

Law Offices of John Benedict
2190 E. Pebble Rd. Suite 260
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From: Michael YanXiong Li <yli@wrightlegal.net>
Sent: Wednesday, January 19, 2022 2:26 PM
To: John Benedict <John@benedictlaw.com>
Cc: Lisa Cox <lcox@wrightlegal.net>
Subject: FW: Dattala v. WFG et al. A-19-794335-C - proposed Order denying Motion for Reconsideration

Hi Mr. Benedict. Thank you again for the call this morning and the professional courtesy. Wanted to follow up again to see if you have any changes to the attached before we submit the attached. All your edits are acceptable to us. My additional minor edits are highlighted in yellow for your convenience. Please consent for us to apply your e-signature and submit the attached to Judge Escobar's chambers.

Y. Michael Li, Esq.
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For escalated communications on matters, please contact Christina V. Miller, Esq. at cmiller@wrightlegal.net or (702) 706-1408.

PLEASE BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 1/25/2022

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Zachary Ball	zball@balllawgroup.com

Electronically Filed
2/4/2022 6:35 PM
Steven D. Grierson
CLERK OF THE COURT

ROLP
LAW OFFICES OF JOHN BENEDICT
John Benedict, Esq. (SBN 5581)
Email: John@Benedictlaw.com
2190 E. Pebble Road, Suite 260
Las Vegas, Nevada 89123
Telephone: (702) 333-3770
Facsimile: (702) 361-3685
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 AVI SEGAL and JOHN DOES 1 through 5 inclusive and ROE CORPORATION 1 through X,

Defendants.

AND ALL RELATED CLAIMS.

CASE NO.: A-19-794335-C
DEPT. NO.: 14

RELEASE OF LIS PENDENS

//

//

Case Number: A-19-794335-C

NOTICE IS HEREBY GIVEN that pursuant to the Court's October 22, 2021, Order granting Precision Assets' Motion to Expunge Lis Pendens, the Notice of Lis Pendens filed on May 7, 2019 with the Court and recorded with the Clark County Recorder's Office on May 7, 2019, as Instrument No. 201905070001036 as to the real property commonly known as 50 Sacramento Drive, Las Vegas, Nevada 89110, and more fully described below is hereby RELEASED:

MEADOW HOMES UNIT #1 PLAT BOOK 7 PAGE 5 LOT 28 BLOCK Z

DATED this 4th day of February 2022.

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 and for Precision Assets as Crossclaimant only

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 4th day of February 2022, I served a true and correct copy of the foregoing **RELEASE OF LIS PENDENS** through electronic service through the Court's Electronic Filing System to:

Benjamin B. Childs, Esq. (SBN 3496)
Email: ben@benchilds.com
218 S. Maryland Parkway
Las Vegas, Nevada 89101
Attorney for Plaintiff

YanXioing Li, Esq. (SBN 12807
Christina V. Miller, Esq. (SBN 12448)
WRIGHT, FINLAY & ZAK, LLP
Email: alancaster@wrightlegal.net
7785 W. Sahara Ave., Suite 200
Las Vegas, Nevada 89117
Attorneys for Defendant/ Counterclaimant/
Crossdefendant WFG National Title Insurance Company

Joel F. Hansen, Esq. (SBN 1876), and/or Jonathan J. Hansen Esq. (SBN 7002)
HANSEN & HANSEN, LLC
Email: jfhansen@hansenlawyers.com
9030 W. Cheyenne Ave., # 210
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Attorneys for Defendant Lillian Medina

Zachary T. Ball, Esq. (SBN 8364)
THE BALL LAW GROUP
Email: zball@balllawgroup.com
1707 Village Center Circle, Suite 140
Las Vegas, Nevada 89134
Attorneys for Defendant / Counterclaimant Precision Assets

Eustachius Bursey
Email: ebursey87@icloud.com
1658 Glynn Court
Detroit, Michigan 48206
Defendant In Proper Person

/s/ Angelyn Cayton
On behalf of the Law Offices of John Benedict

Electronically Filed
2/28/2022 3:45 PM
Steven D. Grierson
CLERK OF THE COURT

NEO
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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 RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION FOR DECLARATORY RELIEF

TO: ALL PARTIES and their ATTORNEYS.

PLEASE TAKE NOTICE of the following Order Denying Plaintiff's Motion for Declaratory Relief that was entered on the 25th day of February, 2022. A copy of said Order is attached hereto.

/ / /

/ / /

/ / /

/ / /

DATED this 28th day of February, 2022.

THE BALL LAW GROUP

/s/ Zachary T. Ball
Zachary T. Ball, Esq.
Nevada Bar No. 8364
1935 Village Center Circle, Suite 120
Las Vegas, NV 89134
Attorney for *Precision Assets, as Defendant, Counterclaimant and Crosslaimant against Eustachius Bursey*

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **Notice of Entry of Order Denying Plaintiff's Motion for Declaratory Relief** was electronically filed with the Eighth Judicial District Court on the 28th day of February, 2022. Electronic service of the foregoing document shall be sent by the Court via email to the addresses furnished by the registered user(s) pursuant to N.E.F.C.R. 9(b) and 13(c) and as shown below:

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Benjamin Childs ben@benchilds.com

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Angelyn Cayton Angelyn@benedictlaw.com

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Eustacius Bursey ebursey87@icloud.com

/s/ Hannah Hancock
An Employee of the Ball Law Group

ELECTRONICALLY SERVED
2/25/2022 12:08 PM

Electronically Filed
02/25/2022 12:08 PM
CLERK OF THE COURT

ORDR
Zachary T. Ball, Esq.
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DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA; Plaintiffs, vs. EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X, Defendants.	Case No.: A-19-794335-C Dept. No.: 14 **ORDER DENYING PLAINTIFF'S MOTION FOR DECLARATORY RELIEF**

The Motion for Declaratory Relief filed by Plaintiff John Dattala came on for hearing before Department 14 of the Eight Judicial District Court, the Honorable Adriana Escobar presiding, on January 20, 2022. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, this Court issues the following order:

I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY.

Precision Assets holds title to two parcels of real property that are involved in this action: 50 Sacramento Drive, Las Vegas, Nevada and 59 Sacramento Drive, Las Vegas, Nevada. Precision purchased both properties from defendant Eustachius Bursey, who claims to have purchased the properties from Plaintiff John Dattala.

Case Number: A-19-794335-C

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Plaintiff filed suit against Dattala, Precision and others contending that Bursey committed fraud against Plaintiff concerning the two properties. Precision was named as a defendant solely because it held title to the properties. Plaintiff did not allege that Precision committed any misconduct.

Precision's Motion for Summary Judgment, Motion to Expunge Lis Pendens and Motion to Expunge Deed of Trust were heard on September 28, 2021. The Court announced its decision to grant the motions from the bench during the hearing. Plaintiff filed a Motion for Reconsideration on October 9, 2021, which was based on the Court's October 8, 2021 grant of two of Plaintiff's Motions in Limine. The Court ruled that (1) the jury will determine the genuineness of documents and (2) because Bursey had not filed an answer to Plaintiff's Second Amended Complaint, Bursey is deemed to have admitted all allegations in the SAC which concern him. Plaintiff argued that the Court's ruling on his Motions in Limine required the Court to vacate its grant of Summary Judgment to Precision Assets. He specifically argued that "[t]he two decisions on Precision Assets' motion for summary judgment and its motion to cancel the lis pendens are not legally consistent with the decisions on the motions in limine discussed above for several reasons." The Court denied Plaintiff's Motion for Reconsideration from the bench on November 16.

Plaintiff filed his Motion for Declaratory Relief on October 20, 2021, prior to the hearing on Plaintiff's Motion for Reconsideration. As he did in his Motion for Reconsideration, Plaintiff relied on the Court's rulings on his Motions in Limine and the entry of default against defendants Bursey and Medina. Plaintiff argued that "[t]he authenticity of documents has now been determined," that the quitclaim deeds from Plaintiff to Bursey were fraudulent, false and/or forged and as a result "Precision Assets received void deeds from Bursey, because Dattala's deed to Bursey is void."

II. STANDARD OF LAW.

NRS 30.030 allows the Court to declare rights, status and other legal relations whether or not further relief is or could be claimed.

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NRS 30.040 allows any person interested under a deed, written contract or other writing, whose rights, status or other legal relations are affected by a statute or contract, to have determined any question of construction or validity arising under the instrument, statute or contract and to obtain a declaration of rights, status or other legal relations thereunder.

NRS 30.050 provides that a contract may be construed before or after there has been a breach.

NRS 30.080 provides that the Court has discretion to not render or enter a declaratory judgment or decree where such judgment or decree would not terminate the uncertainly or controversy giving rise to the proceeding.

NRS 111.025 provides that every conveyance, charge, instrument or proceeding declared to be void by the provisions of this chapter, as against purchasers, shall be equally void as against the heirs, successors, personal representatives or assigns of such purchasers.

NRS 111.175 provides that every conveyance of any estate, or interest in lands, or the rents and profits of lands, and every charge upon lands, or upon the rents and profits thereof, made and created with the intent to defraud prior or subsequent purchasers for a valuable consideration of the same lands, rents or profits, as against such purchasers, shall be void.

The entry of default against one codefendant who fails to answer or whose answer is stricken does not preclude an answering defendant from contesting liability. (*LoMastro v. Am. Family Ins. Group*, 124 Nev. 1060, 1067 (2008).) Pursuant to *LoMastro*, the default of one defendant, although an admission by him of the allegations of the complaint, does not operate as an admission of such allegations as against a contesting co-defendant. (*Id.* at 1067 fn. 8.)

Rule 57 of the Nevada Rules of Civil Procedure provides that the Nevada Rules of Civil Procedure "govern the procedure for obtaining a declaratory judgment under NRS Chapter 30."

The Nevada Supreme Court holds that "a plaintiff can recover only once for a single injury even if the plaintiff asserts multiple legal theories." (*Elyousef v. Ferrario, LLC*, 126 Nev. 441, 444 (2010).)

The doctrine of waiver will not allow a plaintiff to obtain inconsistent remedies. (*J.A. Jones Constr. Co. v. Lehrer McGovern Bovis, Inc.*, 120 Nev. 277, 288 (2004).)

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III. FINDINGS OF FACT.

Bursey has not participated in this action for many months, including failing to file a pretrial memorandum, failing to appear at calendar call and failing to appear for jury selection to begin the trial. Bursey also did not file an answer to Plaintiff's Second Amended Complaint, which was filed and served on January 31, 2021. These factors lead to the Court's ruling that Plaintiff's allegations against Bursey are deemed to be admitted.

Plaintiff has obtained a monetary judgment for compensatory damages against Bursey in the amount of $355,533.00.

Plaintiff has obtained a monetary judgment for treble damages against Bursey in the amount of $1,066,599.00.

When granting judgment against Bursey, the Court expressly determined that there was no just reason for delay in entering final judgment in favor of Plaintiff against Bursey.

When granting Precision Assets' Motion for Summary Judgment, the Court determined that the evidence presented by the parties demonstrated that no genuine issues of material fact existed and that Precision was entitled to judgment as a matter of law.

Plaintiff's Motion for Declaratory Relief is based entirely on facts that have been deemed established between himself and defendants Bursey and Lilian Medina.

Plaintiff does not allege that Precision Assets committed any misconduct.

IV. CONCLUSIONS OF LAW.

Bursey's sanction from the Court for his failure to participate was a sanction against him solely. The allegations that are deemed admitted as to Bursey are not deemed admitted as to Precision Assets.

Medina's sanction from the Court for her failure to participate was a sanction against her solely. The allegations that are deemed admitted as to Medina are not deemed admitted as to Precision Assets.

The Court has determined that defendant Bursey committed financial fraud against Plaintiff. The allegations of Plaintiff's Second Amended Complaint, taken as a whole, demonstrate that Plaintiff and Bursey entered into an agreement to sell/buy the two properties at

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issue but that they did not agree to the terms of the transactions. These determinations were made in the context of a default and have no effect on Plaintiff's claims against Precision Assets.

The Court's Order granting Precision Assets' Motion for Summary Judgment was on the merits and was not made in the context of a default, as was the ruling against Bursey.

Plaintiff cannot rely on NRS 111.025 to obtain a judgment or decree of declaratory relief against Precision Assets because he has not established that, as between Plaintiff and Precision Assets, the deeds at issue are void. Those findings only bind defendant Bursey.

Plaintiff cannot rely on NRS 111.175 to obtain a judgment or decree of declaratory relief against Precision Assets because he has not established that, as between Plaintiff and Precision Assets, the deeds are issue are void. Those findings only bind defendant Bursey.

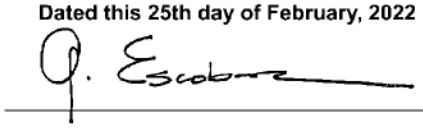
Plaintiff, by obtaining a default judgment against defendant Bursey in the amount of $1,422,132.00, waived his right to recover the properties at issue from Precision Assets.

Plaintiff cannot obtain the relief he seeks through a regular motion but was instead required to file a motion for partial summary judgment pursuant to Rule 56 of the Nevada Rules of Civil Procedure.

Plaintiff does not meet his burden to obtain a judgment or decree of declaratory relief against Precision Assets.

IT IS SO ORDERED.

Dated this 25th day of February, 2022



929 3F5 EDA6 4DF3
Adriana Escobar
District Court Judge

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Respectfully Submitted by:

THE BALL LAW GROUP

/s/ Zachary T. Ball

Zachary T. Ball, Esq.
Nevada Bar No. 8364
1935 Village Center Circle, Suite 120
Las Vegas, NV 89134
Attorney for *Precision Assets, as Defendant and Counterclaimant*

Approved as to Form and Content by:

LAW OFFICES OF JOHN BENEDICT

John Benedict, Esq.
Nevada Bar No. 5581
2190 E Pebble Rd #260,
Las Vegas, Nevada 89123
Defendant Acry Development, LLC and Crossclaimant Precision Assets

Approved as to Form and Content by:

BENJAMIN B. CHILDS

Benjamin B. Childs, Esq.
Nevada Bar No. 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Attorney for *Plaintiff*

Approved as to Form and Content by:

WRIGHT, FINLAY & ZAK, LLP

Christina V. Miller, Esq., NBN 12448
Yanxiong Li, Esq, NBN 12807
7785 W. Sahara Avenue, Ste. 200
Las Vegas, Nevada 89117
Attorneys for Defendant/Crossclaim Defendant, WFG National Title Insurance Company

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Subject: Re: Dattala v. Bursey et al (A794335) - Orders Denying
Date: Friday, February 4, 2022 at 2:12:53 PM Pacific Standard Time
From: John Benedict <John@benedictlaw.com>
To: Zachary Ball <zball@balllawgroup.com>, Ben Childs <ben@benchilds.com>, Michael YanXiong Li <yli@wrightlegal.net>
CC: Tyler Dufrene <Tyler@benedictlaw.com>, Office Admin <office.admin@benedictlaw.com>, Hannah Hancock <paralegal@balllawgroup.com>
Attachments: image001.png, Order Denying Motion for Dec Relief_LOJB_Redline_2-4-22 copy.docx, Order Denying Motion for Reconsideration ZB 12-14-21_LOJB_Redline-2-4-22.docx

Thanks Zach - with the changes noted in the attached redlines, these two Motions are fine by me to file. You can attach my e-signature once all changes are decided.
Thank you.
Best,
JB

Sincerely,
John Benedict, Esq.

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Las Vegas, NV 89123
tel. (702) 333-3770
fax (702) 361-3685

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From: Zachary Ball <zball@balllawgroup.com>
Sent: Wednesday, February 2, 2022 3:16 PM
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Cc: Tyler Dufrene <Tyler@benedictlaw.com>; Office Admin <office.admin@benedictlaw.com>; Hannah Hancock <paralegal@balllawgroup.com>
Subject: Dattala v. Bursey et al (A794335) - Orders Denying

Counsel –

Attached are:

1. the Order Denying Plaintiff's Motion for Reconsideration from the November 16th hearing;

and

2. the Order Denying Plaintiff's Motion for Declaratory Relief from the January 20, 2022 hearing.

I have also included Ben's email from last month discussing his objection.

Given the more current order discusses the statutes, I believe that the November 16th Order is correct in its current format. Please advise of any changes and/or additions no later than end of day on Monday (5 pm PST on February 6th). If you need additional time, please let me know.

Thank you.

Zach

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Date: Friday, February 11, 2022 at 1:26:10 PM Pacific Standard Time
From: Michael YanXiong Li <yli@wrightlegal.net>
To: Zachary Ball <zball@balllawgroup.com>
Attachments: image006.gif, image007.jpg, image008.png, image009.png, image010.gif, image011.jpg, image012.png, image013.png

Confirm

Y. Michael Li, Esq.
Attorney

WRIGHT FINLAY & ZAK
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certified WBENC

NAMWOLF
LAW FIRM MEMBER

For escalated communications on matters, please contact Christina V. Miller, Esq. at cmiller@wrightlegal.net or (702) 706-1408.

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Sent: Friday, February 11, 2022 9:58 AM
To: Michael YanXiong Li <yli@wrightlegal.net>
Subject: Re: Dattala v. Bursey et al (A794335) - Orders Denying

Hi Michael-

Thanks for your email. Can you please provide written confirmation that we can add your esig and submit?

Thank you.

Zach

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From: Michael YanXiong Li <yli@wrightlegal.net>
Date: Thursday, February 10, 2022 at 6:00 PM
To: Zachary Ball <zball@balllawgroup.com>
Subject: RE: Dattala v. Bursey et al (A794335) - Orders Denying

No more edits on these orders. Sorry for the wait.

Y. Michael Li, Esq.
Attorney

WRIGHT FINLAY & ZAK
ATTORNEYS AT LAW

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Sent: Friday, February 4, 2022 2:13 PM
To: Zachary Ball <zball@balllawgroup.com>; Ben Childs <ben@benchilds.com>; Michael YanXiong Li <yli@wrightlegal.net>
Cc: Tyler Dufrene <Tyler@benedictlaw.com>; Office Admin <office.admin@benedictlaw.com>; Hannah Hancock <paralegal@balllawgroup.com>
Subject: Re: Dattala v. Bursey et al (A794335) - Orders Denying

Thanks Zach - with the changes noted in the attached redlines, these two Motions are fine by me to file. You can attach my e-signature once all changes are decided.
Thank you.
Best,
JB

Sincerely,
John Benedict, Esq.

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Las Vegas, NV 89123
tel. (702) 333-3770

fax (702) 361-3685

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Cc: Tyler Dufrene <Tyler@benedictlaw.com>; Office Admin <office.admin@benedictlaw.com>; Hannah Hancock <paralegal@balllawgroup.com>
Subject: Dattala v. Bursey et al (A794335) - Orders Denying

Counsel –

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1. the Order Denying Plaintiff's Motion for Reconsideration from the November 16th hearing; and

2. the Order Denying Plaintiff's Motion for Declaratory Relief from the January 20, 2022 hearing.

I have also included Ben's email from last month discussing his objection.

Given the more current order discusses the statutes, I believe that the November 16th Order is correct in its current format. Please advise of any changes and/or additions no later than end of day on Monday (5 pm PST on February 6th). If you need additional time, please let me know.

Thank you.

Zach

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CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

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Service Date: 2/25/2022

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NEOJ
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THE BALL LAW GROUP
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Las Vegas, Nevada 89134
Telephone: (702) 303-8600
Email: zball@balllawgroup.com
Attorney for *Precision Assets, as Defendant, Counterclaimant and Crossclaimant against Eustachius Bursey*

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA;

Plaintiffs,

vs.

EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X,

Defendants.

AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

NOTICE OF ENTRY OF ORDER DENYING PLAINTIFF'S MOTION FOR RECONSIDERATION OF PRECISION ASSET'S MOTION FOR SUMMARY JUDGMENT AND PRECISION ASSET'S MOTION TO CANCEL LIS PENDENS

TO: ALL PARTIES and their ATTORNEYS.

PLEASE TAKE NOTICE of the following Order Denying Plaintiff's Motion for Reconsideration of Precision Asset's Motion for Summary Judgment and Precision Asset's Motion to Cancel Lis Pendens that was entered on the 04th day of May, 2022. A copy of said Order is attached hereto.

/ / /

/ / /

/ / /

THE BALL LAW GROUP
1935 Village Center Circle, Suite 120
Las Vegas, Nevada 89134
(702) 303-8600

Case Number: A-19-794335-C

///

DATED this 04th day of May, 2022.

THE BALL LAW GROUP

/s/ Zachary T. Ball
Zachary T. Ball, Esq.
Nevada Bar No. 8364
1935 Village Center Circle, Suite 120
Las Vegas, NV 89134
Attorney for *Precision Assets, as Defendant, Counterclaimant and Crosslaimant against Eustachius Bursey*

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **Notice of Entry of Order Denying Plaintiff's Motion for Reconsideration of Precision Asset's Motion for Summary Judgment and Precision Asset's Motion to Cancel Lis Pendens** was electronically filed with the Eighth Judicial District Court on the 04th day of May, 2022. Electronic service of the foregoing document shall be sent by the Court via email to the addresses furnished by the registered user(s) pursuant to N.E.F.C.R. 9(b) and 13(c) and as shown below:

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Dale Kleven dale@hrlnv.com

John Benedict john@benedictlaw.com

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Thomas Fronczek toby@relieflawyersnv.com

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Office Admin office.admin@benedictlaw.com

Eustacius Bursey ebursey87@icloud.com

/s/ Hannah Hancock

An Employee of the Ball Law Group

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Email: zball@balllawgroup.com
Attorney for *Precision Assets, as Defendant, Counterclaimant and Crossclaimant against Eustachius Bursey*

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA;

Plaintiff,

vs.

EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X,

Defendants.

AND RELATED CLAIMS.

Case No.: A-19-794335-C

Dept. No.: 14

ORDER DENYING PLAINTIFF'S MOTION FOR RECONSIDERATION OF PRECISION ASSET'S MOTION FOR SUMMARY JUDGMENT AND PRECISION ASSET'S MOTION TO CANCEL LIS PENDENS

The Motion for Reconsideration filed by Plaintiff John Dattala came on for hearing in the regular course before Department 14 of the Eighth Judicial District Court, the Honorable Adriana Escobar presiding, on November 16, 2021, at 10:00 am. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, this Court issues the following order:

/ / /

/ / /

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I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY.

Precision Assets holds title to two parcels of real property that are involved in this action: 50 Sacramento Drive, Las Vegas, Nevada, and 59 Sacramento Drive, Las Vegas, Nevada. Precision purchased both properties from defendant Eustachius Bursey, who claims to have purchased the properties from Plaintiff John Dattala.

Plaintiff filed suit against Dattala, Precision, and others contending that Bursey committed fraud against Plaintiff concerning the two properties. Precision was named as a defendant solely because it held title to the properties. Plaintiff did not allege that Precision committed any misconduct.

Precision's Motion for Summary Judgment, Motion to Expunge Lis Pendens, and Motion to Expunge Deed of Trust were heard on September 28, 2021. The Court announced its decision to grant the motions from the bench during the hearing. Plaintiff filed a Motion for Reconsideration on October 9, 2021, which was based on the Court's October 8, 2021 grant of two of Plaintiff's Motions in Limine. The Court ruled that: (1) the jury will determine the genuineness of documents; and (2) because Bursey had not filed an answer to Plaintiff's Second Amended Complaint, Bursey is deemed to have admitted all allegations in the SAC which concern him. Plaintiff argued that the Court's ruling on his Motions in Limine required the Court to vacate its grant of Summary Judgment to Precision Assets. He specifically argued that "[t]he two decisions on Precision Assets' motion for summary judgment and its motion to cancel the lis pendens are not legally consistent with the decisions on the motions in limine discussed above for several reasons."

II. STANDARD OF LAW.

A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous. (*Masonry & Tile Contractors v. Jolley, Urga & Wirth Ass'n*, 113 Nev. 737, 741 (1997).) Pursuant to *Masonry & Tile Contractors*, "[o]nly in very rare instances in which *new issues of fact or law* are raised supporting a ruling contrary to the ruling already reached should a motion for rehearing be granted." (*Id.* [emphasis in original].)

III. FINDINGS OF FACT.

Bursey has not participated in this action for many months, including failing to file a pretrial memorandum, failing to appear at calendar call, and failing to appear for jury selection to begin the trial. Bursey also did not file an answer to Plaintiff's Second Amended Complaint, which was filed and served on January 31, 2021. These factors lead to the Court's ruling that Plaintiff's allegations against Bursey are deemed to be admitted.

Plaintiff has obtained a monetary judgment for compensatory damages against Bursey in the amount of $355,533.00.

Plaintiff has obtained a monetary judgment for treble damages against Bursey in the amount of $1,066,599.00.

When granting judgment against Bursey, the Court expressly determined that there was no just reason for delay in entering final judgment in favor of Plaintiff against Bursey.

When granting Precision Assets' Motion for Summary Judgment, the Court determined that the evidence presented by the parties demonstrated that no genuine issues of material fact existed and that Precision was entitled to judgment as a matter of law.

Plaintiff's Motion for Reconsideration is based entirely on facts that have been deemed established between himself and defendants Bursey and Lilian Medina.

IV. CONCLUSIONS OF LAW.

Bursey's sanction from the Court for his failure to participate was a sanction against him solely. The allegations that are deemed admitted as to Bursey are not deemed admitted as to Precision Assets.

The Court has determined that defendant Bursey committed financial fraud against Plaintiff. The allegations of Plaintiff's Second Amended Complaint, taken as a whole, demonstrate that Plaintiff and Bursey entered into an agreement to sell/buy the two properties at issue but that they did not agree to the terms of the transactions. These determinations were made in the context of a default and have no effect on Plaintiff's claims against Precision Assets.

The Court's Order granting Precision Assets' Motion for Summary Judgment was on the merits and was not made in the context of a default, as was the ruling against Bursey.

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Plaintiff does not meet his burden to obtain reconsideration of the Court's Order granting Precision Assets' Motion for Summary Judgment or Motion to Expunge Lis Pendens.

Plaintiff did not identify or introduce any evidence that is new or substantially different from the evidence that was previously introduced in his failed effort to raise a genuine issue of material fact to defeat Precision Assets' Motion for Summary Judgment or to defeat Precision Assets' Motion to Expunge Lis Pendens.

Plaintiff did not establish that the Court's Order granting Precision Assets' Motion for Summary Judgment or Motion to Expunge Lis Pendens was clearly erroneous.

IT IS SO ORDERED.

Dated this 4th day of May, 2022

308 0F0 E800 1794
Adriana Escobar
District Court Judge

Respectfully Submitted by:

THE BALL LAW GROUP
/s/ Zachary T. Ball
Zachary T. Ball, Esq.
Nevada Bar No. 8364
1935 Village Center Circle, Suite 120
Las Vegas, NV 89134
Attorney for *Precision Assets, as Defendant, Counterclaimant and Crossclaimant against Eustachius Bursey*

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Approved as to Form and Content by:

LAW OFFICES OF JOHN BENEDICT

John Benedict, Esq.
Nevada Bar No. 5581
2190 E Pebble Rd #260,
Las Vegas, Nevada 89123
Defendant Acry Development, LLC and Crossclaimant Precision Assets

Approved as to Form and Content by:

BENJAMIN B. CHILDS

Benjamin B. Childs, Esq.
Nevada Bar No. 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
Attorney for *Plaintiff*

Approved as to Form and Content by:

WRIGHT, FINLAY & ZAK, LLP

Christina V. Miller, Esq., NBN 12448
Yanxiong Li, Esq, NBN 12807
7785 W. Sahara Ave., Suite 200
Las Vegas, Nevada 89117
Email: alancaster@wrightlegal.net
Attorney for WFG National Title Insurance Company

THE BALL LAW GROUP
1935 Village Center Circle, Suite 120
Las Vegas, Nevada 89134
(702) 303-8600

Subject: Re: Dattala v. Bursey et al (A794335) - Orders Denying
Date: Friday, February 4, 2022 at 2:12:53 PM Pacific Standard Time
From: John Benedict <John@benedictlaw.com>
To: Zachary Ball <zball@balllawgroup.com>, Ben Childs <ben@benchilds.com>, Michael YanXiong Li <yli@wrightlegal.net>
CC: Tyler Dufrene <Tyler@benedictlaw.com>, Office Admin <office.admin@benedictlaw.com>, Hannah Hancock <paralegal@balllawgroup.com>
Attachments: image001.png, Order Denying Motion for Dec Relief_LOJB_Redline_2-4-22 copy.docx, Order Denying Motion for Reconsideration ZB 12-14-21_LOJB_Redline-2-4-22.docx

Thanks Zach - with the changes noted in the attached redlines, these two Motions are fine by me to file. You can attach my e-signature once all changes are decided.
Thank you.
Best,
JB

Sincerely,
John Benedict, Esq.

Law Offices of John Benedict
2190 E. Pebble Rd. Suite 260
Las Vegas, NV 89123
tel. (702) 333-3770
fax (702) 361-3685

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From: Zachary Ball <zball@balllawgroup.com>
Sent: Wednesday, February 2, 2022 3:16 PM
To: John Benedict <John@benedictlaw.com>; Ben Childs <ben@benchilds.com>; Michael YanXiong Li <yli@wrightlegal.net>
Cc: Tyler Dufrene <Tyler@benedictlaw.com>; Office Admin <office.admin@benedictlaw.com>; Hannah Hancock <paralegal@balllawgroup.com>
Subject: Dattala v. Bursey et al (A794335) - Orders Denying

Counsel –

Attached are:

1. the Order Denying Plaintiff's Motion for Reconsideration from the November 16th hearing;

and

2. the Order Denying Plaintiff's Motion for Declaratory Relief from the January 20, 2022 hearing.

I have also included Ben's email from last month discussing his objection.

Given the more current order discusses the statutes, I believe that the November 16th Order is correct in its current format. Please advise of any changes and/or additions no later than end of day on Monday (5 pm PST on February 6th). If you need additional time, please let me know.

Thank you.

Zach

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zball@balllawgroup.com

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Subject: RE: Dattala v. Bursey et al (A794335) - Orders Denying
Date: Friday, February 11, 2022 at 1:26:10 PM Pacific Standard Time
From: Michael YanXiong Li <yli@wrightlegal.net>
To: Zachary Ball <zball@balllawgroup.com>
Attachments: image006.gif, image007.jpg, image008.png, image009.png, image010.gif, image011.jpg, image012.png, image013.png

Confirm

Y. Michael Li, Esq.
Attorney

WRIGHT FINLAY & ZAK
ATTORNEYS AT LAW

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Las Vegas, NV, 89117
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yli@wrightlegal.net
Wright, Finlay & Zak: Your Counsel for California, Nevada, Arizona, Washington, Oregon, Utah, Hawaii, South Dakota, and Texas

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NAMWOLF
LAW FIRM MEMBER

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From: Zachary Ball <zball@balllawgroup.com>

Sent: Friday, February 11, 2022 9:58 AM
To: Michael YanXiong Li <yli@wrightlegal.net>
Subject: Re: Dattala v. Bursey et al (A794335) - Orders Denying

Hi Michael-

Thanks for your email. Can you please provide written confirmation that we can add your esig and submit?

Thank you.

Zach

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zball@balllawgroup.com

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From: Michael YanXiong Li <yli@wrightlegal.net>
Date: Thursday, February 10, 2022 at 6:00 PM
To: Zachary Ball <zball@balllawgroup.com>
Subject: RE: Dattala v. Bursey et al (A794335) - Orders Denying

No more edits on these orders. Sorry for the wait.

Y. Michael Li, Esq.
Attorney

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From: John Benedict <John@benedictlaw.com>
Sent: Friday, February 4, 2022 2:13 PM
To: Zachary Ball <zball@balllawgroup.com>; Ben Childs <ben@benchilds.com>; Michael YanXiong Li <yli@wrightlegal.net>
Cc: Tyler Dufrene <Tyler@benedictlaw.com>; Office Admin <office.admin@benedictlaw.com>; Hannah Hancock <paralegal@balllawgroup.com>
Subject: Re: Dattala v. Bursey et al (A794335) - Orders Denying

Thanks Zach - with the changes noted in the attached redlines, these two Motions are fine by me to file. You can attach my e-signature once all changes are decided.
Thank you.
Best,
JB

Sincerely,
John Benedict, Esq.

Law Offices of John Benedict
2190 E. Pebble Rd. Suite 260
Las Vegas, NV 89123
tel. (702) 333-3770

fax (702) 361-3685

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From: Zachary Ball <zball@balllawgroup.com>
Sent: Wednesday, February 2, 2022 3:16 PM
To: John Benedict <John@benedictlaw.com>; Ben Childs <ben@benchilds.com>; Michael YanXiong Li <yli@wrightlegal.net>
Cc: Tyler Dufrene <Tyler@benedictlaw.com>; Office Admin <office.admin@benedictlaw.com>; Hannah Hancock <paralegal@balllawgroup.com>
Subject: Dattala v. Bursey et al (A794335) - Orders Denying

Counsel –

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2. the Order Denying Plaintiff's Motion for Declaratory Relief from the January 20, 2022 hearing.

I have also included Ben's email from last month discussing his objection.

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Thank you.

Zach

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CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 5/4/2022

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Hannah Hancock	paralegal@balllawgroup.com

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(702) 475-7964; Fax: (702) 946-1345
lwozniak@wrightlegal.net
yli@wrightlegal.net
Attorneys for Crossclaim Defendant,
WFG National Title Insurance Company

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA,

Plaintiff,

v.

EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X,

Defendants,

AND RELATED CLAIMS.

Case No.: A-19-794335-C
Dept. No.: XIV

NOTICE OF ENTRY OF STIPULATION AND ORDER

///

///

///

Case Number: A-19-794335-C

PLEASE TAKE NOTICE that a **STIPULATION AND ORDER FOR DISMISSAL, WITH PREJUDICE, PRECISION'S CROSSCLAIM (ONLY) AGAINST WFG (DocID114)** was entered in the above-entitled Court on the 10th day of May, 2022. A copy of which is attached hereto.

DATED this 11th day of May, 2022.

WRIGHT, FINLAY & ZAK, LLP

/s/ Yanciong Li, Esq.
Lukasz I. Wozniak, Esq.
Nevada Bar No. 12139
Yanxiong Li, Esq.
Nevada Bar No. 12807
7785 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
Attorneys for Defendant/Crossclaim 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 11th day of May, 2022, I did cause a true copy of **NOTICE OF ENTRY OF STIPULATION AND ORDER** to be e-filed and 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
Office Admin office.admin@benedictlaw.com
John Benedict john@benedictlaw.com
Angelyn Cayton Angelyn@benedictlaw.com
Brian Dziminski brian@dziminskilaw.com
Kyle Dziminski kyle@dziminskilaw.com
Jacqueline Gaudie Jacqueline@benedictlaw.com
Joel F Hansen efile@hansenlawyers.com
Zachary Ball zball@balllawgroup.com

/s/ Lisa Cox
An Employee of WRIGHT, FINLAY & ZAK, LLP

ELECTRONICALLY SERVED
5/10/2022 6:53 PM

Electronically Filed
05/10/2022 6:53 PM
CLERK OF THE COURT

SAO
WRIGHT, FINLAY & ZAK, LLP
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Nevada Bar No. 12139
Yanxiong Li, Esq.
Nevada Bar No. 12807
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Las Vegas, NV 89117
(702) 475-7964; Fax: (702) 946-1345
lwozniak@wrightlegal.net
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Attorneys for Crossclaim Defendant,
WFG National Title Insurance Company

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA;

Plaintiffs,

vs.

EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X,

Defendants.

AND RELATED CLAIMS.

Case No.: A-19-794335-C
Dept. No.: XIV

STIPULATION AND ORDER FOR DISMISSAL, WITH PREJUDICE, PRECISION'S CROSSCLAIM (ONLY) AGAINST WFG (DocID114)

Crossclaimant, Precision Assets ("Precision") and Crossclaim Defendant WFG National Title Insurance Company ("WFG"), by and through their respective undersigned counsel, hereby stipulate as follows:

WHEREAS:

1. On or about November 5, 2020, Precision filed a Crossclaim (the "Crossclaim") against WFG in this action.
2. Precision and WFG have now come to a resolution regarding the Crossclaim only.

3. As part of the Parties' resolution, they have executed a settlement agreement (the "Settlement Agreement") under which Precision agrees to dismiss, with prejudice, the Crossclaim against WFG for an agreed-upon consideration, with the Court retaining jurisdiction solely to enforce the Settlement Agreement.
4. Precision and WFG further agree that they will each bear their own attorney's fees and costs incurred in this litigation and related settlement.

IT IS HEREBY STIPULATED AND AGREED that the Crossclaim by Precision against WFG shall be dismissed with prejudice, except the Court shall retain jurisdiction solely to enforce the Settlement Agreement.

IT IS FURTHER STIPULATED AND AGREED that each party shall bear its own attorney's fees and costs incurred in this litigation and settlement.

IT IS SO STIPULATED.

Dated this 10th day of May 2022.

WRIGHT, FINLAY & ZAK, LLP

/s/ Yanxiong Li, Esq.
Lukasz I. Wozniak, Esq.
Nevada Bar No. 12139
Yanxiong Li, Esq.
Nevada Bar No. 12807
7785 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
Attorneys for Crossclaim Defendant,
WFG National Title Insurance Company

Dated this 10th day of May 2022.

LAW OFFICES OF JOHN BENEDICT

/s/ John Benedict, Esq.
John Benedict, Esq.
Nevada Bar No. 5581
2190 E. Pebble Rd. Suite 260
Las Vegas, NV 89123
Attorneys for Crossclaimant
Precision Assets

//

//

ORDER A-19-794335-C

Based upon the foregoing Stipulation by and between WFG and Precision, and good cause appearing,

IT IS HEREBY ORDERED that the Crossclaim by Precision against WFG shall be dismissed with prejudice, except the Court shall retain jurisdiction solely to enforce the Settlement Agreement.

IT IS FURTHER ORDERED that each party shall bear its own attorney's fees and costs incurred in this litigation and settlement.

IT IS SO ORDERED.

Dated this 10th day of May, 2022

448 F03 EA81 D2FC
Adriana Escobar
District Court Judge

Respectfully submitted,

WRIGHT FINLAY & ZAK, LLP

/s/ Yanxiong Li, Esq.
Yanxiong Li, Esq. (NV Bar No. 12807)
DATED this 10th day of May 2022.

Lisa Cox

From: John Benedict <John@benedictlaw.com>
Sent: Tuesday, May 10, 2022 1:31 PM
To: Michael YanXiong Li
Cc: Lisa Cox
Subject: Re: 606-2020620 / WFG adv. Precision Assets / draft settlement documents

yes

Sincerely,
John Benedict, Esq.

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From: Michael YanXiong Li
Sent: Tuesday, May 10, 2022 1:30 PM
To: John Benedict
Cc: Lisa Cox
Subject: RE: 606-2020620 / WFG adv. Precision Assets / draft settlement documents
Is it otherwise good to submit? We'll make the change re: dates.

Y. Michael Li, Esq.
Attorney

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Wright, Finlay & Zak: Your Counsel for California, Nevada, Arizona, Washington, Oregon, Utah, Hawaii, South Dakota, Texas, and New Mexico

For escalated communications on matters, please contact Christina V. Miller, Esq. at cmiller@wrightlegal.net or (702) 706-1408.
PLEASE BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. **IF YOU ARE A CONSUMER**

AND WISH TO OPT OUT OF EMAIL COMMUNICATIONS REGARDING YOUR DEBT, PLEASE REPLY TO THIS EMAIL WITH "OPT OUT."

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From: John Benedict
Sent: Tuesday, May 10, 2022 1:29 PM
To: Michael YanXiong Li
Subject: Re: 606-2020620 / WFG adv. Precision Assets / draft settlement documents

It still says March throughout - please global change to May - I'd do it but I'm on a call.

Sincerely,
John Benedict, Esq.

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From: Michael YanXiong Li <yli@wrightlegal.net>
Sent: Tuesday, May 10, 2022 1:18 PM
To: John Benedict <John@benedictlaw.com>
Cc: SaveIt <SaveIt@wrightlegal.net>; Office Admin <office.admin@benedictlaw.com>; Lisa Cox <lcox@wrightlegal.net>
Subject: RE: 606-2020620 / WFG adv. Precision Assets / draft settlement documents

See attached. Please approve us to submit with your e-signature.

Y. Michael Li, Esq.
Attorney

WRIGHT FINLAY & ZAK
ATTORNEYS AT LAW

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Wright, Finlay & Zak: Your Counsel for California, Nevada, Arizona, Washington, Oregon, Utah, Hawaii, South Dakota, Texas, and New Mexico

certified WBENC NAMWOLF LAW FIRM MEMBER

For escalated communications on matters, please contact Christina V. Miller, Esq. at cmiller@wrightlegal.net or (702) 706-1408.
PLEASE BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Stipulation and Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

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Electronically Filed
5/17/2022 5:33 PM
Steven D. Grierson
CLERK OF THE COURT

NOA
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ben@benchilds.com
Attorney for Plaintiff/Appellant
JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE
COMPANY and
JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

==========

AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

NOTICE OF APPEAL

Notice is hereby given that Plaintiff JOHN DATTALA hereby appeals to the Supreme Court of Nevada from the following Orders and Judgments.

1. Order Granting Defendant's Motion for Summary Judgment, Motion to Expunge Lis Pendens and Motion to Expunge Deed of Trust filed October 22 2021

2. Order Granting Defendant WFG National Title Insurance Company's Motion for Summary Judgment filed October 22, 2021

3. Order Denying Plaintiff's Motion for Reconsideration of Order Granting Defendant WFG National Title Insurance Company's Motion for Summary Judgment filed January 25, 2022

Case Number: A-19-794335-C

4. Order Denying Plaintiff's Motion for Reconsideration of Precision Assets' Motion for Summary Judgment and Precision Assets' Motion to Cancel Lis Pendens filed May 4, 2022.

5. Order Denying Plaintiff's Motion for Declaratory Relief filed February 25, 2022

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr. ESQ.
NEVADA BAR # 3946
Attorney for Plaintiff/ Appellant JOHN DATTALA

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that on May 17, 2022, I electronically filed this NOTICE OF APPEAL and it was eserved through the Eighth Judicial District Court electronic filing system to opposing counsel when filed. Electronic service is in lieu of mailing.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr. ESQ.
NEVADA BAR # 3946

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8/17/2022 2:17 PM
Steven D. Grierson
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ben@benchilds.com
Attorney for Plaintiff/Appellant
JOHN DATTALA

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN DATTALA

Plaintiff

vs.

EUSTACHIUS C. BURSEY and
PRECISION ASSETS and
ACRY DEVELOPMENT LLC and
LILLIAN MEDINA and
WFG NATIONAL TITLE INSURANCE
COMPANY and
JOHN DOES 1 through 5 inclusive and
ROE CORPORATIONS I through X

Defendants

==========

AND RELATED ACTIONS

==========

Case # A-19-794335-C
Dept # 14

NOTICE OF ENTRY OF ORDER

Take notice that an AMENDMENT TO ORDER GRANTING DEFENDANT'S MOTION FOR FOR SUMMARY JUDGMENT, MOTION TO EXPUNGE LIS PENDENS AND MOTION TO EXPUNGE DEED OF TRUST was filed on August 16, 2022. A filed copy of said Order is attached hereto.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr. ESQ.
NEVADA BAR # 3946
Attorney for Plaintiff/ Appellant JOHN DATTALA

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that on August 17, 2022, I electronically filed this NOTICE OF ENTRY OF ORDER, with exhibit and it was eserved through the Eighth Judicial District Court electronic filing system to opposing counsel when filed. Electronic service is in lieu of mailing.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr. ESQ.
NEVADA BAR # 3946

Case Number: A-19-794335-C

ELECTRONICALLY SERVED
8/16/2022 6:01 PM

Electronically Filed
08/16/2022 6:01 PM
CLERK OF THE COURT

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Nevada Bar No. 8364
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Telephone: (702) 303-8600
Email: zball@balllawgroup.com
Attorney for *Precision Assets, as Defendant, Counterclaimant, and Crossclaimant against Eustachius Bursey*

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN DATTALA;

Plaintiffs,

vs.

EUSTACHIUS C. BURSEY and PRECISION ASSETS LLC, and ACRY DEVELOPMENT LLC and LILLIAN MEDINA and WFG NATIONAL TITLE INSURANCE COMPANY and BONITA SPENCER and JOHN DOES 1 through 5 inclusive and ROE CORPORATIONS I through X,

Defendants.

Case No.: A-19-794335-C

Dept. No.: 14

AMENDMENT TO ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT, MOTION TO EXPUNGE LIS PENDENS AND MOTION TO EXPUNGE DEED OF TRUST

The Motion for Summary Judgment, Motion to Expunge Deed of Trust, and Motion to Expunge Lis Pendens filed by Precision Assets (as Defendant, Counterclaimant, and Crossclaimant against Eustachius Bursey) came on for hearing before Department 14 of the Eight Judicial District Court, the Honorable Adriana Escobar presiding, on September 28, 2021. Acry Development, LLC filed a timely Joinder to all three of Precision Assets' Motions on August 25, 2021 and it participated in oral argument concerning the Motions. Upon thorough review of the pleadings and papers filed by the parties, and after entertaining arguments of counsel, the Court granted all three Motions through an Order dated October 22, 2021.

The Court's October 22 Order did not reflect that Acry Development joined in the Motions and did not reflect that the three Motions were granted in favor of both Precision Assets and Acry Development. This Amended Order is issued solely to correct the record to confirm that

Dattal v. Precision Assets et al
Case # 84762
Page 1890 of 2046

Case Number: A-19-794335-C

the Motion for Summary Judgement, Motion to Expunge Lis Pendens and Motion to Expunge Deed of Trust were granted in favor of Acry Development as well as in favor of Precision Assets.

This is a nunc pro tunc order correcting the prior Order Granting Defendant's Motion for Summary Judgment, Motion to Expunge Lis Pendens and Motion to Expunge Deed of Trust, dated October 22, 2021. All parties, and the Court, assumed and proceeded with the understanding that Acry Development's rights were adjudicated with the rights of Precision Assets. Thus, this Amendment relates back to the date of the original Order filed on October 22, 2021.

Dated this 16th day of August, 2022

A-19-794335-C

B6B 4FA 2E83 08C5
Adriana Escobar
District Court Judge

Respectfully submitted by:

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 Crossclaimant against Eustachius Bursey*

Approved as to form and content :

BENJAMIN B. CHILDS, Sr ESQ.
Nevada Bar # 3946
Attorney for Plaintiff/Appellant
JOHN DATTALA

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Las Vegas, Nevada 89134
(702) 303-8600

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

John Dattala, Plaintiff(s)	CASE NO: A-19-794335-C
vs.	DEPT. NO. Department 14
Eustachius Bursey, Defendant(s)	

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