

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

Electronically Filed  
Jun 29 2023 09:23 AM  
Elizabeth A. Brown  
Clerk of Supreme Court

---

PETITION FOR EN BANC RECONSIDERATION

For Appellant JOHN DATTALA

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.  
Nevada Bar No. 3946  
318 S. Maryland Parkway  
Las Vegas, Nevada 89101  
(702) 385-3865  
Attorney for Appellant  
JOHN DATTALA

## TABLE OF CONTENTS

	Page #
TABLE OF CONTENTS	i
TABLE OF CASES AND AUTHORITIES	i
PROCEDURAL SUMMARY / BASIS OF PETITION	1
FACTUAL SUMMARY	3
DISCUSSION	6
1.    WFG, PRECISION ASSETS AND ACRY DEVELOPMENT HAD BOTH A PERSONAL AND A PROPERTY RIGHT AFFECTED BY THE FFCL	6
2.    SUMMARY JUDGMENT FAILURES WERE DISREGARDED	12
3.    A FRAUDULENT DEED IS A VOID DEED	17
4.    THE LAW OF ELECTION OF REMEDIES WAS INCORRECTLY APPLIED	23
CONCLUSION	25
ATTORNEY’S CERTIFICATION OF COMPLIANCE	28
CERTIFICATE OF SERVICE	29

## TABLE OF CASES AND AUTHORITIES

<b><u>CASES</u></b>	Page #
<u>Elyousef v. O'Reilly &amp; Ferrario, LLC,</u> 126 Nev. 441, 245 P.3d 547 (2010)	24

<u>Estate of Lomastro v. American Family Insurance Group,</u> 124 Nev. 1060, 195 P.3d 339 (2008)	19
<u>Hidden Wells Ranch, Inc. v. Strip Realty, Inc.,</u> 83 Nev. 143, 425 P.2d 599 (1967)	17
<u>Parman v. Petricciani,</u> 70 Nev. 427, 272 P.2d 492 (1954)	17
<u>Rae v. All American Life and Casualty Co.,</u> 85 Nev. 920, 605P.2d 196 (1979)	20
<u>Sierra Nevada Stagelines, Inc. v. Rossi,</u> 111 Nev. 360, 892 P.2d 592 (1995)	17
<u>Whitehead v. State,</u> 128 Nev. 259, 285 P.3d 1053 (2012)	2
<u>Wood v. Safeway, Inc.,</u> 121 Nev. 724, 121 P.3d 1026 (2005)	16

#### **NEVADA REVISED STATUTES**

NRS 111.025	2, 3, 15, 18
NRS 111.175	2, 3, 15, 18
NRS 111.180	5, 14

#### **NEVADA RULES OF APPELLATE PROCEDURE**

NRAP 40A	1, 2
----------	------

#### **NEVADA RULES OF CIVIL PROCEDURE**

NRCP 8(d)(3)	24
NRCP 54(b)	1, 2, 15, 22
NRCP 56(a)	12

#### **EIGHTH JUDICIAL DISTRICT COURT RULES**

EDCR 2.24	15
-----------	----

## PROCEDURAL SUMMARY / BASIS OF PETITION

An Order of Affirmance was filed April 21, 2023. [Order of Affirmance]

An Order Denying Rehearing was filed June 16, 2023 following

Petitioner's timely petition for rehearing. [Order Denying Rehearing] This

Petition for En Banc Reconsideration is timely filed pursuant to NRAP 40A.

The Order of Affirmance is contrary to prior, published opinions of the Supreme Court, with specific citations to those cases is set forth herein.

The Order of Affirmance is primarily based on the admittedly incorrect statement that the Findings of Facts, Conclusions of Law and Judgment [FFCL] filed 10/15/2021 [JA Vol 7, 1532 - 1556] did not have NRCP 54(b) certification. Petitioner John Dattala [Dattala] first timely petitioned for rehearing. It was denied although the court admitted that Dattala had in fact procured NRCP 54(b) certifications. In denying

reconsideration, the panel said that the NRCP 54(b) certification is not a “*material*” fact. [emphasis in original] Counsel submits that proof of actual fraud is a material fact, more so once the facts are in a final, appealable order which has not been appealed.

Dattala is now petitioning for en banc reconsideration pursuant to NRAP 40A. The legal reasoning in the Order of Affirmance is seriously different from the court’s prior legal decisions and this case involves a substantial precedential, constitutional, or public policy issue.

En banc reconsideration was granted in Whitehead v. State, 128 Nev. 259, 285 P.3d 1053 (2012) because the court had overlooked a critical controlling statute. In this case Eustachius Bursey [Bursey] obtained any colorable ownership interest by fraud, so any conveyances by him are void pursuant to NRS 111.025 and NRS 111.175, set forth below.

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

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

## FACTUAL SUMMARY

In 2019, Dattala became the victim of fraud perpetrated by Bursey aided by a complicit notary public, a complicit title company, WFG National Title Insurance Company [WFG], and a “wilfully blind” purchaser, Precision Assets [Precision]. Dattala had sold two real estate parcels, 50

Sacramento Drive and 59 Sacramento Drive, to Bursey and carried back a \$150,000 deed of trust on the 50 Sacramento property to secure the purchase price balance for that parcel. [JA Vol 7, 1536:13 - 19] Bursey claimed he was waiting for an inheritance to come through and then he would pay off the deed of trust. [JA Vol 7, 1536:31 - 1537:8, 1538:10-17]

Bursey executed his fraud scheme by falsifying and recording reconveyance documents to the properties. [JA Vol 7, 1538:22-1539:6] He never paid Dattala, instead recording false documents before conveying his fraudulently obtained ownership interest to Precision. In other words, he actively implemented his fraud scheme, with Dattala as the victim.

Soon after recording the falsified and forged documents, Bursey signed sales documents with Precision and went into escrow with WFG as the title company.

As soon as escrow closed, Bursey pocketed the money and disappeared. This happened on April 15, 2019 and May 2, 2019, 2019.

[JA Vol 7, 1541:16-21]

Dattala discovered the fraudulent conveyances soon afterwards and immediately filed his civil lawsuit against numerous parties. He filed his complaint on May 7, 2019 [JA Vol 1, 1] and recorded a lis pendens notice.

Those two transactions were loaded with “red flags” that suggested irregularities in the sales and title process and lack of adequate documentation. Fourteen separate red flags were identified which precluded summary judgment on Precision’s claim to be a bona fide purchaser under NRS 111.180 [JA Vol 5, 1143 - 1150]. Both Precision and WFG were wilfully blind to these multiple warning signs. The goal was a quick close of escrow.



There is no question that John Dattala was the victim of fraud by Bursey which was tacitly aided and abetted by Precision. There is no factual question that the documents used to show ownership in Bursey were forged or fraudulent. Under Nevada law, the deeds were void and Precision Assets could never become a bona fide purchaser.

## DISCUSSION

1. WFG, PRECISION ASSETS AND ACRY DEVELOPMENT HAD BOTH A PERSONAL AND A PROPERTY RIGHT AFFECTED BY THE FFCL

The Order Denying Rehearing states that “WFG’s interests would not be impacted by any issues adjudicated at that hearing”, referencing the October 13, 2021 prove-up hearing. This is wrong. It is important to

note that Respondents WFG, Precision and Acry Development<sup>1</sup> all had both a personal and a property right affected by the FFCL. Specific factual findings, set forth below, are that Medina was an agent of WFG and she was within the scope of her agency when performing the notarial acts which resulted in Dattala's loss of his ownership interest in the Subject Properties [JA Vol 7,1546:8-18]

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

---

<sup>1</sup>. Acry Development had a deed of trust encumbering on Precision's interest in the 50 Sacramento Property. Acry Development's interest is derivative of Precision's interest.

intended to protect.

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

Again, the findings of fact are that Notary Medina was (1) WFG's agent and (2) at all relevant times acting in her capacity as WFG's agent.

[JA Vol 7, 1546:8-18]

Precision acquired its ownership rights to the two subject properties at issue from Bursey. [JA Vol. 7, 1651 - 1659 and 1674 - 1677] The FFCL expressly and directly affected the rights of Precision by finding that Bursey had obtained his ownership interest by fraud.

26. Bursey arranged for Dattala to sign two documents on April 5, 2019 being represented as a Warranty Deed 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.

[JA Vol 7, 1538:21 - 1539: 12]

...

43. Dattla was tricked and defrauded into signing the Quitclaim Deed for the 59 Sacramento Property to Bursey [JA Vol 7, 1540:2-3]

...

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.  
[JA Vol 7, 1541:16-21]

...

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 public 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. [JA Vol 7, 1542:7-16]

Footnote 2 of the Order Denying Rehearing illustrates the impact of the contradictory factual findings. The default judgment could only be entered against Medina and Bursey, because they were the only parties in default. The finding that “WFG was liable for Medina’s negligence under the doctrine of respondent superior” [JA Vol 7, 1546:17-18] precludes summary judgment being entered in FAVOR of WFG. Instead it requires summary judgment being entered in FAVOR of Dattalla because there’s a final, unappealed, factual finding that WFG is liable for Medina’s actions. Which finding of fact was entered after an oral pronouncement of summary judgment being entered in favor of WFG.

All of the defendants in the district court case filed answers to Dattala’s complaint [JA Vol 1, 14-28, 78 -92, 110 - 129, 136 - 141, 201-210, 211-220, 221 - 225, 226-241] and there was extensive pretrial

discovery and motions. Calendar call was held September 23, 2022 and trial was set for 11:00 AM Oct. 13, 2021 and Dattala and other parties were present in court to start the trial, having been notified of the trial date. [JA Vol 7, 1534:26 - 30] Absent were Lillian Medina and Bursey. The court then postponed the trial and proceeded to conduct a prove up hearing against Medina and Bursey. Counsel for both WFG and Precision were present, but declined to participate and then left the courtroom.

## 2. SUMMARY JUDGMENT FAILURES WERE DISREGARDED

NRCP 56(a) only permits summary judgment to issue if there is “no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” WFG and Precision filed individual motions for summary judgment claiming they did nothing wrong. Dattala filed

separate, extensive oppositions which strongly disputed that assertion. He included his declaration and the deposition transcript of notary Bonita Spencer that the documents she notarized were not the same documents Bursey recorded. [JA Vol 6, 1322:8 - 11] Bursey had swapped the signature page for a different document onto a quitclaim deed for the 59 Sacramento property. [JA Vol 7, 1538:27-30] Dattala also included WFG's own response to interrogatories that described Notary Medina as WFG's agent [their word, no Dattala's]. [JA Vol 5, 1132:9-10]

There was no way Dattala could have challenged the documents before the escrow closed because he had no knowledge of what Bursey was doing to defraud him out of the two properties. He filed his complaint literally within a week of the last fraudulent transaction. [JA Vol 1, 1]

The trial court judge handled it all wrong. These were heavily



contested issues of fact and law and yet the trial judge simply decided that the movants' self-interested versions of the "facts" were correct as a matter of law and ignored the competent and conflicting evidence supported by third-part documentation offered by Dattala. For instance, WFG itself stated "Lilian Medina is an independent notary / signing agent ..." [JA Vol 5, 1132:9-10] WFG's words, not Dattala's. That alone is ample justification for reversal as a matter of law as to WFG.

While with Precision, fourteen separate red flags were identified which precluded summary judgment their claim to be a bona fide purchaser under NRS 111.180 [JA Vol 5, 1143 - 1150]. NRS 111.175 was cited that "Conveyances made to defraud prior or subsequent purchasers are void." [JA Vol 5, 1152:24] At the Motion for Reconsideration on January 20, 2022 Judge Escobar actually stated on

the record “Mr. Childs, I heard what you have to say that we haven’t specifically discussed 111.025, 111.175”. [JA Vol. 9, 2043:25 - 2044:1] So the court acknowledged not even considering these statutes, quoted on page 3, which are directly on point for the exact fact pattern in this case.

Neither the WFG nor the Precision’s summary judgment order was certified pursuant to NRCP 54(b). Dattala timely moved to reconsider the WFG [JA Vol 8, 1731 - 1779] and Precision’s [JA Vol 1496 - 1531] summary judgment orders as allowed by NRCP 54(b) and EDCR 2.24. In the prove-up hearing on October 13, 2021, Dattala testified and submitted numerous exhibits in support of the FFCL contained in the default judgment. [JA Vol 7, 1535:13] Thereafter, the court made detailed findings of fact.

Those findings of fact, plus the detailed opposition to the summary

judgment motions, justified reconsideration of the summary judgment orders. The same trial court that wrongfully granted summary judgment granted a default judgment based on testimony and documentary evidence that contained directly contradictory findings of fact from those orally announced at the summary judgment hearing two weeks earlier.

Everything was wrong about the summary judgment. This court has ruled many times that it does a de novo review to an appeal from an order terminating an action on motion without a trial. Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) ("This court reviews a district court's grant of summary judgment de novo, without deference to the findings of the lower court.").

Has this court forgotten the historical lineage of how summary judgment motions are reviewed on appeal? Summary judgment should

not be used as a shortcut to the resolving of disputes, Parman v. Petricciani, 70 Nev. 427, 272 P.2d 492 (1954), nor dispense with the adversary process when it senses the equities of the case, Sierra Nevada Stagelines, Inc. v. Rossi, 111 Nev. 360, 892 P.2d 592 (1995), nor test the credibility of opposing witnesses to fact issues or to consider the weight of the evidence, Hidden Wells Ranch, Inc. v. Strip Realty, Inc., 83 Nev. 143, 425 P.2d 599 (1967). These standards are just as applicable today as they were in years past. Yet they have been disregarded in this appeal in that no de novo review of the decisions has been accorded to Dattala.

### 3. A FRAUDULENT DEED IS A VOID DEED

Dattala presented cogent legal arguments squarely based on two statutes, NRS 111.025 and NRS 111.175, which are directly applicable to

the facts in this case. Together these statutes make clear that a fraudulent transfer of title to real property is void per se. It does not matter if the purchaser did not “know” about the alleged fraud. Logically, a victim of fraud could not know about the fraud until after it was accomplished. In this case, Dattala could not have alerted anyone that fraud was happening because he only learned about it after the transactions were completed.

Contrary to this court’s language in the Order of Affirmance, the later findings in the default prove up were only part of the larger body of evidence that Dattala presented in opposition to the summary judgment. Yet this court ignores direct, unappealed facts, substantial evidence presented by Dattala precluding an award of summary judgment, and focuses only on the arguments regarding the default findings.

///

Estate of Lomastro v. American Family Insurance Group, 124 Nev.

1060, 195 P.3d 339 (2008) clearly establishes that once a default judgment is entered determining liability, the party who, having notice, failed to intervene in time to fully protect its legal interests could not contest liability.

In the instant case, Respondents had notice and a full opportunity to participate in the same case against the defendants that were being defaulted by Dattala. Respondents intentionally did not participate in the default prove up proceedings. They are bound by the Findings of Fact, Conclusions of Law and Judgment filed October 15, 2021 [JA Vol 7, 1532-1536] and Respondents cannot contest those facts and legal points that were raised and ruled upon.

///

The holding in Rae v. All American Life and Casualty Co., 85 Nev. 920, 605P.2d 196 (1979) is that a final default judgment is binding on parties with notice who did not move to set it aside. This prior, published Supreme Court opinion is directly contrary to the holding in the Order of Affirmance and the Order Denying Rehearing. In the case before the Court the FFCL contains specific factual findings, set forth on page 7 above, that Medina was an agent of WFG and was within the scope of her agency when performing the notarial acts which resulted in Dattala's loss of his ownership interest in the Subject Properties [JA Vol 7,1546:8-18]

Once contrary facts are determined in a final, appealable judgment, which facts are not appealed and which are contradictory to the earlier determined facts, the earlier determined facts have been changed. In this case, the later determined facts required granting summary judgment in

favor of Dattala and at least create an issue of material fact which precludes summary judgment.

Thus, Dattala's Motion for Reconsideration of the Precision summary judgment order timely filed October 9, 2021 [JA Vol 6, 1439 - Vol 7, 1531] and of the WFG summary judgment order timely filed November 8, 2021 [JA Vol 8, 1731 - 1779] should have been granted and the summary judgment orders reversed because the factual basis on which they were granted was no longer valid.

The hearing on both WFG and Precision Assets' summary judgment motions was September 28, 2021. [JA Vol 9, 1894 -1987, JA Vol 7, 1701:26 and JA Vol 7, 1720:22] This was BEFORE the October 13, 2021 hearing which resulted in the FFCL. [JA Vol 7, 1534:21-22] Since the FFCL was certified as a final judgment, the plain language of NRCP 54(b)



mandates that the FFCL cannot be revised. However, even if the FFCL was not certified, if anything was to be revised it would have to be the two summary judgment orders since there were final factual findings entered AFTER September 28, 2021 which contradicted the facts upon which those summary judgment order were entered, not the other way around.

The findings in the FFCL were final on October 15, 2021, and the appeal deadline passed on November 16, 2021. There was no new evidence or law presented after October 15, 2021 to support amending the existing factual findings, nor making any new findings. There never a motion to revise either the factual findings or the legal conclusions of the FFCL. Again, the FFCL was entered after the September 28, 2021 summary judgment hearings, plus it was final under NRCP 54(b).

Footnote 1 of the Order Denying Rehearing incorrectly states that

Dattala did not raise argument about affirmance of summary judgment in favor of Precision Assets and Acry Development in his appellate briefing.

Dattala raised specific arguments starting on page 9 through page 18 of his Opening Brief filed August 21, 2022 and again in the Reply Brief on December 20, 2022 on pages 1 through 7.

#### 4. THE LAW OF ELECTION OF REMEDIES WAS INCORRECTLY APPLIED

At pages 7-8 of the Order of Affirmance, the court asserts that since Dattala obtained a judgment against Bursey for monetary damages, he could not proceed against Precision Assets to recover ownership of the Subject Properties. This is incorrect.

The doctrine of election of remedies is a procedural rule, not a

substantive rule of law. While Dattala has a monetary judgment against Bursey and Medina, it is uncollectible. Bursey is in the Nevada State Prison on welfare and food stamp fraud charges, serving a 4 - 10 year sentence which commenced on November 21, 2021. Medina has no known recoverable assets. Even if Dattala did recover assets to satisfy his judgment, he acknowledges that he cannot recover twice. But the instant decisions prevent him from recovering even once.

NRCP 8(d)(3) provides that “a party may state as many separate claims or defenses as it has regardless of consistency.” The election of remedies applies only to prevent a double recovery, not to mandate an election of remedies when it is unknown which remedy may work.

Elyousef v. O'Reilly & Ferrario, LLC, 126 Nev. 441, 245 P.3d 547 (2010)

## CONCLUSION

Dattala should not be deprived of remedies.

Dattala is being victimized twice. Once by Bursey and Medina, and Respondents, and now once again by the legal system which has improperly precluded him from obtaining a remedy which could make him whole. If the current decisions are allowed to stand, he will have to content himself with a “no remedy” outcome regardless of the fraud that was perpetrated on him.

This is bad public policy. It punishes Dattala, the innocent victim who acted immediately upon realizing what happened; the complaint was filed May 7, 2019 [JA Vol 1, 1] and all the fraudulent transactions occurred from April 15, 2019, three weeks prior, with the final deed being recorded May 2, 2019. [JA Vol 7, 1541:16-21] This is five days before Dattala filed his

complaint.

The result of the decision is that Bursey gets away with tens of thousands of dollars that he obtained by fraud, and Precision keeps Dattala's property that was obtained by fraud. While Dattala gets nothing but worthless judgment, valued less than the paper it's printed on.

Dattala was the victim of an ongoing criminal conspiracy involving fraud and forgery. The erroneous ruling of the trial court has resulted in him losing ownership of two of his properties, which should be returned to him.

The WFG insulation from liability is unexplainable. They describe Medina as their agent in their own interrogatory response and the Court knew it. The FFCL filed October 15, 2021 expressly finds that "Medina at all relevant times was an employee or agent under the control of WFG...

and ... acting as WFG's agent and was within the scope of her agency when performing the notarial acts described above". [JA Vol 7, 1546:10-13]

Summary judgment was precluded in favor of WFG against Dattala on the agency issue.

This Court should reverse and remand with instructions for the district court to (1) quiet title in favor of Dattala as to 50 Sacramento Drive and 59 Sacramento Drive and (2) enter judgment in favor of Dattala against WFG jointly and severally with Medina in the same amount set forth in the FFLC filed October 15, 2021. [JA Vol 7, 1532 - 1556]

///

///

## ATTORNEY'S CERTIFICATE OF COMPLIANCE

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(c)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because:

This brief has been prepared in a proportionally spaced typeface using Wordperfect, Arial font, 14 point type.

2. I further certify that this brief complies with the page- or type-volume limitations of 40A because it is

[xxx] Proportionately spaced, has a typeface of 14 points or more and contains 4,099 words [less than 4,667 words].

3. Finally, I hereby certify that I have read this appellate brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief

regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

Dated June 29, 2023

/s/ Benjamin B. Childs  
BENJAMIN B. CHILDS, ESQ.  
Nevada Bar No. 3946  
Attorney for Petitioner, John Dattala

#### CERTIFICATE OF SERVICE

All respondents are represented by counsel registered for eservice and they will be served through this Court's electronic service on filing.

/s/ Benjamin B. Childs  
BENJAMIN B. CHILDS, ESQ.  
Nevada Bar #: 3946