

APN# 1318-25-111-017

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RECEIVED

MAR 23 2021

Douglas County
District Court Clerk

IN THE NINTH JUDICIAL DISTRICT COURT OF NEVADA

IN AND FOR THE COUNTY OF DOUGLAS

9 LEVERTY & ASSOCIATES LAW CHTD.,

10 Plaintiff,

11 vs.

12 Athena Medical Group Defined Contribution
13 Pension Plan and Trust Number Three;
14 Athena Medical Group, Inc. E.R.I.S.A.
15 Retirement Trust; Athena Medical Group Inc.,
16 a Nevada corporation aka Athena Medical Group
17 Corp., a Nevada non filing entity; Athena
18 Medical Group, Inc. Defined Benefit Pension
19 Plan and Trust Chtd.; The Estate of Ray W.
20 Exley; Ingrid van Vuerings individually and as
21 a corporate officer of Athena Medical Group
22 and as Trustee of the Athena Medical Group Inc.
23 Defined Pension Plan and Trust Number Three;
24 Ingrid van Vuerings as Trustee for Athena
25 Medical Group Inc. Defined Benefit Pension
26 Plan and Trust, Chtd.; Juliana Mayer Loza as a
27 corporate officer of Athena Medical Group, Inc.,
28 and as Trustee of the Athena Medical Group
29 Defined Pension Plan and Trust Number Three;
30 Juliana Mayer Loza as Special Administrator and
31 Personal Representative of Ray Exley Estate;
32 Ray W. Exley M.D. Nevada Family Trust; Juliana
33 Mayer Loza; Athena Medical Group, Inc. Defined
34 Contribution Plan Number Two; Juliana Mayer
35 Loza as Trustee of Athena Medical Group, Inc.
36 Defined Contribution Plan Number Two; Does I
37 through XXX; ABC Corporations A-M; and N-Z
38 Limited Liability Partnerships,

Case No.: 2021-CV-00057

Dept. No.: II

COMPLAINT

Defendants. /

26 Plaintiff LEVERTY & ASSOCIATES LAW CHTD. claims and alleges causes of action
27 against the above-named Defendants, as follows:
28

I. JURISDICTION

1. Plaintiff Leverty & Associates Law Chtd. is, and at all times mentioned in this Complaint, a Nevada professional corporation.
2. Defendant Athena Medical Group Inc. is a Nevada corporation, formed in Nevada on or about November 13, 2012. It is also referred to as Athena Medical Group Corp, which, on or about July 29, 2019 was registered with the Nevada Secretary of State as a Nevada non-filing domestic entity.
3. Athena Medical Group, Inc. Defined Benefit Pension Plan and Trust Chtd. is an alleged pension benefit entity.
4. Defendant Ingrid van Vuerings, Defendant Juliana Mayer Loza are Trustees or acting as Trustees in the State of Nevada for Athena Medical Group, Inc. Defined Benefits Pension Plan and Trust Chtd.
5. Defendant Athena Medical Group Defined Contribution Pension Plan and Trust Number Three, also known as Athena Medical Group Defined Contribution Pension Plan and Trust Number 3 (hereinafter "ADBP3") is an alleged trust entity for Athena Medical Group, a Nevada non-filing domestic entity. At all pertinent times, Juliana Mayer Loza and/or Ingrid van Vuerings were Trustees or acting as Trustees for ADBP3 in the State of Nevada and engaging on its behalf in transactions in the State of Nevada.
6. Defendant Athena Medical Group, Inc. E.R.I.S.A. Retirement Trust located, at all pertinent times, at 195 Hwy 50, Suite 104, Stateline, Nevada 89449-7172. At all pertinent times, Juliana Mayer Loza and/or Ingrid van Vuerings were Trustees or acting as Trustees in the State of Nevada engaging on its behalf in transactions in the State of Nevada. Defendant Athena Medical Group, Inc. E.R.I.S.A. Retirement Trust may be an alter ego or other name used for ADBP3.
7. Due to the apparent co-mingling of the assets and names of ADBP3 and Defendant Athena Medical Group, Inc. E.R.I.S.A. Retirement Trust, all references "ADBP3" may mean either of these entities, unless the name of the entity is fully spelled out.

- 1 8. Defendant Ingrid van Vuerings acting as the Trustee in the State of Nevada and as the
2 Trustee of the ADBP3, who acted to transfer real property held by ADBP3 to Juliana
3 Mayer Loza. It is believed Ingrid van Vuerings is a resident of Los Angeles, California.
- 4 9. Ingrid van Vuerings as Trustee or acting in the State of Nevada as Trustee for Athena
5 Medical Group, Inc. Defined Benefit Pension Plan and Trust, Chtd.
- 6 10. Defendant Ingrid van Vuerings is an officer of Athena Medical Group, Inc., a Nevada
7 corporation.
- 8 11. Defendant Juliana Mayer Loza is a corporate officer of Athena Medical Group, Inc., a
9 Nevada corporation, also known as Athena Medical Group Corp.
- 10 12. Defendant Juliana Mayer Loza is a Trustee or acting as a Trustee in the State of Nevada
11 of Athena Medical Group, Inc. Defined Contribution Plan Number Two.
- 12 13. Defendant Juliana Mayer Loza is Trustee in the State of Nevada of ADPB3.
- 13 14. Upon information and belief, Defendant Juliana Mayer Loza, is the special administrator
14 and personal representative of the Ray W. Exley Estate with Letters of Administration
15 issued in Case No. 20-PB-00129 Ninth Judicial Court of the State of Nevada, In and For
16 the County of Douglas, on or about November 12, 2020.
- 17 15. Defendant Athena Medical Group, Inc. Defined Contribution Pension Plan Number Two,
18 also referenced as Number 002 effective as of July 1, 1978 (hereinafter "ADBP2"). The
19 address listed for this entity is 9504 Highridge Place, Beverly Hills, CA 90210.
- 20 16. Athena Medical Group, Inc., is a former California corporation, commenced on or about
21 June 5, 1978, and suspended as a California corporation at year end of 2012. On
22 information and belief, the Nevada corporation of Athena Medical Group commenced
23 November 13, 2012, was the replacement entity for Defendant Athena Medical Group, Inc.
24 Defined Contribution Pension Plan Number Two ("ADBP2").
- 25 17. Defendant Ray W. Exley Estate, as referenced in Case No. 20-PB-00129 Ninth Judicial
26 Court of the State of Nevada, In and For the County of Douglas.
- 27 18. Defendant Ray W. Exley M.D. Nevada Family Trust dated 12/9/2015, a Nevada trust for
28

1 property holdings in the State of Nevada.

2 19. Defendant Juliana Mayer Loza , a.k.a. Juliana M. Exley, as the former spouse and
3 successor trustee of Ray W. Exley M.D. Nevada Family Trust dated 12/9/2015.

4 20. Defendant Juliana Mayer Loza, individually and at all pertinent times, is a self proclaimed
5 resident of the State of Nevada. Hereinafter, Defendant Juliana Mayer Loza is referred to
6 as "Loza."

7 21. Plaintiff does not know the true names or capacities of the defendants sued herein as DOES
8 I through XXX; therefore, Plaintiff sues said Defendants by such fictitious names and prays
9 leave that, when the true names of said Defendants are ascertained, they may be inserted
10 with appropriate allegations. Plaintiff is informed and believes, and upon such information
11 and belief, alleges that each of the defendants designated herein by such fictitious names
12 is responsible in some manner for the events and happenings hereinafter referred to and
13 that such conduct of Defendants caused injury and damages proximately thereby to
14 Plaintiff. Upon learning the true names and identities of DOES I through XXX, Plaintiff
15 will seek leave of Court to amend this Complaint.

16 22. Plaintiff does not know the true names or capacities of the defendants sued herein as ABC
17 CORPORATIONS A-M; therefore, Plaintiff sues said Defendants by such fictitious names
18 and prays leave that, when the true names of said Defendants are ascertained, they may be
19 inserted with appropriate allegations. Plaintiff is informed and believes, and upon such
20 information and belief, allege that each of the defendants designated herein by such
21 fictitious names is responsible in some manner for the events and happenings hereinafter
22 referred to and that such conduct of Defendants caused injury and damages proximately
23 thereby to Plaintiff. Upon learning the true names and identities of ABC CORPORATION
24 A-M, Plaintiff will seek leave of Court to amend this Complaint.

25 23. Plaintiff does not know the true names or capacities of the defendants sued herein as N-Z
26 Limited Liability Partnerships; therefore, Plaintiff sues said Defendants by such fictitious
27 names and prays leave that, when the true names of said Defendants are ascertained, they

1 may be inserted with appropriate allegations. Plaintiff is informed and believes, and upon
2 such information and belief, alleges that each of the defendants designated herein by such
3 fictitious names is responsible in some manner for the events and happenings hereinafter
4 referred to and that such conduct of Defendants caused injury and damages proximately
5 thereby to Plaintiff. Upon learning the true names and identities of N-Z Limited Liability
6 Partnerships, Plaintiff will seek leave of Court to amend Complaint.

7 24. At all times relevant herein, Defendants, and each of them, were the agents and employees
8 of each of the remaining Defendants, and were at all times acting within the course and
9 scope of said agency and employment, and each Defendant has ratified and approved the
10 acts of the other. Therefore, each Defendant is liable for the acts of each remaining
11 Defendant. That the conduct of each and every Defendant was ratified and adopted by each
12 and every other Defendant in this action.

13 25. The Corporation Defendants, and each of them, were acting by and through their
14 authorized employees, agents, and/or representatives, who were acting within the scope and
15 course of said capacity, and whose conduct was ratified by each of said Defendants.

16 26. The Limited Liability Partnership Defendants, and each of them, were acting by and
17 through their authorized employees, agents, and/or representatives, who were acting within
18 the scope and course of said capacity, and whose conduct was ratified by each of said
19 Defendants. The parties have caused events to occur in Nevada from which these claims
20 arise.

21 II. FACTS

22 27. On or about May 8, 2014, Ray W. Exley M.D. executed a Deed of Trust in favor of Athena
23 Medical Group, Inc., Defined Benefit Pension Plan Trust Chtd on his real property located
24 at 429 Panorama Drive, Stateline, Nevada 89449, Assessor's Parcel No. 1318-25-111-017.
25 (Hereinafter "The Property") The Deed of Trust was recorded in Douglas County, Nevada,
26 on or about May 14, 2014 as Document 0842993.

27 28. On information and belief, Athena Medical Group Inc. Defined Benefit Pension Plan Trust
28

1 Chtd was the pension plan of Ray W. Exley, M.D., in which, in the year 2014, he was the
2 administrator and trustee.
3 29. On or about August 26, 2014, there was a Resolution by the Board of Directors of the
4 Athena Medical Group, Inc., and the Trustees of the Athena Medical Group, Inc.
5 Retirement Trust, being Resolution #2014-08A voiding in its entirety the July 1, 1987
6 Secured Promissory Note Signed by Ray W. Exley M.D. The Resolution signed by Juliana
7 Loza as Trustee of Athena Retirement Trust and as President and CEO of Athena Medical
8 Group, Inc., Ross Willner, as a Trustee of Athena Retirement Trust and as Sr. Vice
9 President of Athena Medical Group, Inc., and Charles Exley, as a Trustee of Athena
10 Retirement Trust and as Vice President of Athena Medical Group, Inc. It was witnessed
11 by Ingrid van Vuerings, Secretary/Treasurer of Athena Medical Group Inc and a Trustee
12 of Athena Retirement Trust. In pertinent part, the Resolution provided:

13 "Now, THEREFORE, BE IT RESOLVED that the Athena Medical
14 Group, Inc., having considered the aforesaid matters, hereby finds
15 the July 1, 1987 Secured Promissory Note dated July 1, 1987 NULL
16 AND VOID AND WITHOUT VALUE, and further directs
17 attorneys Leverty Law Chartered to immediately undertake to
revoke, terminate and forever satisfy and discharge said Promissory
Note and Deed of Trust and Assignment of Rents, Document
number 8942993 re parcel 1318-25-111-017 recorded in Douglas
County, State of Nevada on May 21, 2014."

18 30. Commencing from about April 2014 up to and through February 2017, Ray Warren Exley,
19 M.D. (hereinafter "Dr. Exley"), was a client of Plaintiff in which it represented him
20 concerning his ex-wife's claim in The Property. After a trial in January of 2017, the Court
21 fully awarded Ray Warren Exley the property, as it was determined his ex-wife had no
22 interest.

23 31. While Plaintiff represented Ray Warren Exley in his property dispute with his ex-wife, it
24 periodically provided him with statements for legal services incurred on his behalf. The
25 amounts due and owing accumulated because of the promise of Dr. Exley to pay them
26 immediately after the trial. Statements were provided by Plaintiff to Dr. Exley from April
27 2014 through January 2017.

- 1 32. Despite the success of the trial, the relationship with Dr. Exley deteriorated because of his
2 attempts, with the aid and direction of Loza, to avoid paying for legal services by
3 attempting to obtain the deed to the property and casting negative assertions about Plaintiff
4 attorneys.
- 5 33. Dr. Exley, at the urging and instruction of Loza, refused to pay his long outstanding
6 attorney statements for services provided by Plaintiff, resulting in Plaintiff withdrawing in
7 representing Dr. Exley in early February 2017.
- 8 34. On or about February 12, 2017, Leverty & Associates filed an attorney's lien on the
9 Property in the amount of the accrued, but unpaid, attorneys fees.
- 10 35. On February 14, 2017, Plaintiff filed a Complaint in the Second Judicial District Court, in
11 and for the State of Nevada, County of Washoe. The complaint was served on Dr. Exley
12 on February 25, 2017. On March 17, 2017, Plaintiff made an offer of judgment to Dr.
13 Exley for \$147,226.76, pursuant to NRCP 68, which was not accepted.
- 14 36. On March 22, 2017, Dr. Exley removed the case that Plaintiff filed in the Second Judicial
15 District Court, in and for State of Nevada, County of Washoe, to the United States District
16 Court, District of Nevada, and filed a lengthy and legally unsupportable counterclaim
17 alleging seven causes of action against Plaintiff.
- 18 37. On or about April 4, 2017, Defendant Ingrid van Vuerings, as alleged Trustee, Secretary
19 and Plan Administrator for Athena Medical Group Inc. Defined Benefit Pension Plan Trust
20 Chtd, executed a substitution of original Trustee for the Deed of Trust in favor of Athena
21 Medical Group, Inc., Defined Benefit Pension Plan Trust Chtd on the real property located
22 at 429 Panorama Drive, Stateline, Nevada 89449, Assessor's Parcel 1318-25-111-017. The
23 Deed of Trust was recorded in Douglas County, Nevada, on or about May 14, 2014 as
24 Document 0842993. The substituted Trustee in place of the original Trustee. Vernon E.
25 Leverty, was Centennial Title Company. This Substitution of Trustee was filed on April
26 7, 2017 as Document 2017-896951.
- 27 38. On or about May 12, 2017, Dr. Exley deeded The Property to Ray Warner Exley as Trustee
28

1 of the Ray Warner Exley, M.D. Nevada Family Trust.
2 39. After Leverty & Associates filed a motion to confirm its attorney's lien, that was opposed
3 by Exley, on or about May 25, 2017, the Ninth Judicial District Court issued an attorney's
4 lien in favor of Leverty & Associates Law Chtd. on Dr. Exley's Stateline property.

5 40. On or about May 26, 2017, Dr. Exley executed a Subordination Agreement related to The
6 Property, securing him as owner and the lien of Athena Medical Group, Inc. Defined
7 Benefit Pension Plan and Trust CHTD as Creditor was subordinated to the Deed of Trust
8 securing the loan made by NOVASEL & SCHWARTE INV. INC. The Subordination
9 Agreement was executed by Defendant Ingrid van Vuerings as Trustee for Athena Medical
10 Group, Inc. Defined Benefit Pension Plan and Trust Chtd. As Creditor and Ray Warren
11 Exley, M.D., as owner. The Subordination Agreement provided:

12 This Agreement, executed this 26th day of May, 2017, by RAY
13 WARREN EXLEY M.D. owner of the land hereafter described and
14 hereinafter referred to as "Owner" and the Athena Medical Group,
15 Inc, Defined Benefit Pension Plan and Trust CHTD, hereinafter
16 referred to as "CREDITOR".

17 This document was recorded with Douglas County on June 5, 2017 as document
18 2017-899575.

19 41. On or about May 31, 2017, Ray Warren Exley as Trustee of the Ray Warren Exley M.D.
20 Nevada Family Trust executed a NOTE SECURED BY A DEED OF TRUST concerning
21 The Property regarding the \$150,000 loan in which he promised to pay Robert I. Novasel
22 and Richard W. Schwarte, as co-trustee of the Novasel and Schwarte Investments Inc.
23 Profit Sharing Plan the loan with interest of 11%.

24 42. The Deed of Trust benefitting Novasel & Schwarte, made May 23, 2017, by Ray Warren
25 Exley as Trustee of the RAY WARREN EXLEY, M.D. Nevada Family Trust whose
26 address set forth as 429 Panorama Drive, Stateline, Nevada 89449, Assessor's Parcel No.
27 1318-25-111-017 was recorded in Douglas County on June 5, 2017 as document
28 2017-899576.

43. On June 1, 2017, there was a case management conference before Federal Court Magistrate

1 Judge Cooke. At this conference, Exley, who was appearing pro se, admitted that he was
2 approving improper assistance in drafting and preparing his pleadings. When Exley was
3 asked about specific issues in his motions, it was obvious to Magistrate Judge Cooke that
4 Exley had no idea about either the arguments or concepts in the motion. Exley then stated
5 that the Court was being improperly influenced by Levery & Associates. The Court then
6 set a continued case management conference to occur on June 20, 2017, and ordered Exley
7 to appear in person at the June 20, 2017, case management conference to discuss the
8 matters with him.

9 44. Exley retained counsel, and, in violation of the Court's order, did not appear at the June 20,
10 2017, case management conference. The Court set a show cause hearing for July 27, 2017.
11 The parties also set a mediation with the Court to follow the show cause hearing for July
12 27, 2017. Exley then fired his counsel, and retained new counsel.

13 45. On or about July 27, 2017, Federal Court Magistrate Judge Cooke held a mediation
14 following the Show Cause Hearing. After a full day mediating, the parties reached the
15 terms of a settlement. The Court then placed the material terms of the settlement on the
16 record, and received the confirmation of all parties as to the terms of the settlement. The
17 Court's record of settlement included that the settlement was binding as to Dr. Exley, Loza
18 and Athena Medical Group, Inc. Defined Benefit Plan Trust.

19 46. However, the formal settlement agreement was unable to be completed despite
20 approximately three (3) months of attempting to finalize the settlement agreement with Dr.
21 Exley's and Loza's then counsel before Dr. Exley and Loza fired their counsel in October
22 of 2017.

23 47. On October 31, 2017, Dr. Exley's and Loza's then counsel filed his motion to withdraw.
24 Dr. Exley and Loza then announced their intention to not comply with the settlement
25 agreement.

26 48. Plaintiff then filed its Motion to Compel compliance with the settlement agreement. Dr.
27 Exley, with the aid and assistance of Loza, filed a motion to vacate the mediation
28

1 agreement. The Magistrate Judge denied the motion to vacate the mediation agreement.
2 49. On February 21, 2018, the hearing on the motion to enforce the settlement was held.
3 Statements during the hearing by Dr. Exley and Loza led Magistrate Judge Cooke to read
4 virtually all of the transcript that was made recording the terms of the settlement agreement
5 made immediately after they were agreed upon on July 27, 2017, by Dr. Exley, Loza and
6 Athena Medical Group, Inc. Defined Benefit Plan Trust.
7 50. From the bench, Magistrate Judge Cooke stated that she would be issuing a written report
8 and recommendation that the terms of the settlement agreement that were placed on the
9 record would be affirmed, and that Exley's claim that no agreement as to the terms of the
10 settlement had occurred was baseless.
11 51. Less than 24 hours after the hearing held on February 21, 2018, with the Magistrate Judge
12 on enforcing the settlement in which Magistrate Judge Cooke advised she was going to
13 enforce the settlement, Dr. Exley, with the assistance of Defendant Loza and recorded on
14 February 23, 2018, transferred for "NON CONSIDERATION" the only significant and
15 possibly sole asset of Dr. Exley except for his interest in his pension plan, being The
16 Property, which was solely in his name as Trustee of his trust to which he had transferred
17 to such trust on May 12, 2017, and then as Trustee of his trust transferred The Property to
18 ADBP3.
19 52. ADBP3, to which The Property was transferred to, was an alleged trust benefitting Dr.
20 Exley as a participant and his wife, Loza, was an alleged fiduciary of such trust.
21 53. The alleged basis for the transfer of the property from Dr. Exley's trust to ADBP3, as
22 asserted in Dr. Exley's Opposition to Motion to Expunge Lis Pendes, filed June 27, 2019,
23 in the United States District Court, District of Nevada matter, Case No.
24 3:17-cv-00175-MMD-WGC, was because it was allegedly discovered by its Trustees, in
25 May of 2018, that Dr. Exley owed on a 1987 Promissory Note secured by a Deed of Trust,
26 with the beneficiary being Athena Medical Group Inc. Defined Benefit Plan Trust, Chtd.
27 In May of 2018, the Trustees of ADBP3, allegedly determined the loan made to Dr. Exley
28

1 by Athena Medical Group Inc., Defined Benefit Plan Trust, Chtd., despite it having been
2 long ago determined to have been paid in full, was now due and payable. Exley received
3 no consideration for the transfer of the real property to the alleged pension plan for the
4 alleged unpaid loan to Dr. Exley.

5 54. Prior to the transfer of The Property to ADBP3, the property was held, in all respects, by
6 Dr. Exley by and through his Nevada trust. Prior to the transfer by Dr. Exley to his Nevada
7 trust, Dr. Exley had held full title to The Property in his own name.

8 55. The beneficiary of Dr. Exley's promissory note, secured by the 1987 Deed of Trust, was
9 never ADBP3.

10 56. On March 19, 2018, Federal Magistrate Judge Cooke issued "Sealed-Report and
11 Recommendation." This report confirmed all but one paragraph of the settlement proposal
12 that Plaintiff provided to Dr. Exley's then counsel. The Magistrate's order recommended
13 the settlement terms be reduced to a judgment by Federal Court Judge Miranda M. Du.

14 57. Federal Magistrate Judge Cooke, in her Report of March 19, 2018, provided the terms of
15 the settlement were:

16 "The parties and counsel understood that the settlement was a
17 mutual release of all claims raised in the litigation, including claims
18 between Leverty and Exley, Leverty and Loza, and Leverty and
19 Athena, Nevada ECF 55-9 at 5:11-25, 6:1-25, 7:1-19."

20 58. Federal Magistrate Judge Cooke, in her March 19, 2018, report, provided:

21 "The parties and counsel understood and agreed that Leverty has a
22 first priority judgment lien on real property located in Douglas
23 County, Nevada known as the Panorama Drive property and that the
24 judgment lien would remain in place."

25 59. Federal Magistrate Judge Cooke, in her March 19, 2018, report, provided:

26 "The very first settlement term placed on the record to which all
27 parties and counsel agreed, was that Athena Nevada, Inc would be
28 part of the mutual release of all claims, whether or not they were
raised in the litigation."

Further, provided in the report:

"The court agrees that this is an essential term of the settlement agreement that Exley and Loza agreed to, therefore, the settlement

1 agreement is enforceable.”

2 The report further provides:

3 “Based upon the foregoing, the court concludes that Exley, Loza
4 and Athena Nevada entered into a binding settlement agreement in
open court on July 27, 2017.”

5 60. Federal Magistrate Judge Cooke, in her Order dated March 19, 2018, provided that Loza
6 appeared telephonically. Federal Magistrate Judge Cooke wrote in her report, “It is evident
7 to the court that Loza had injected herself in this case from its inception...”

8 61. On February 22, 2019, U.S. District Court Judge Du further accepted and adopted the
9 Magistrate Judge Cook’s Report and Recommendation and the motion to enforce the
10 settlement agreement was granted and bound Dr. Exley, Loza and Athena Medical Group
11 Defined Benefit Plan Trust Chtd to the settlement.

12 62. On April 18, 2018, Plaintiff filed its Motion for Sanctions against Dr. Exley.

13 63. The Federal Magistrate Judge Cobb then made his Report and Recommendation to the
14 Honorable Miranda M. Du, United States District Judge, on Plaintiff’s Motion for
15 Sanctions against Dr. Exley. The Magistrate stated in the report: “The Court finds that
16 Leverty’s request for sanctions and fees and costs should be granted in part and denied in
17 part. Sanctions against Exley are clearly warranted under the court’s inherent power due
18 to Exley’s bad faith conduct, including his refusal to execute the settlement agreement and
19 needless multiplication of this litigation.” The Magistrate Judge determined that Exley
20 be sanctioned in the amount of \$45,045.00, to be paid within 30 days of an order adopting
21 and accepting the Report and Recommendation.

22 64. Honorable United States District Court Judge Miranda M. Du accepted the Report and
23 Recommendation concerning Sanctions against Dr. Exley and so ordered sanctions on
24 February 22, 2019. According to the terms of Judge Du’s order, Dr. Exley had 30 days
25 from February 22, 2019, to pay the full sanctions. The awarded sanctions have yet to be
26 paid and the 30 days have long expired for payment.

27 65. Honorable Miranda M. Du’s February 22, 2019 order provides:

1 It is further ordered that Plaintiff's motion to enter judgment (ECF
N.141) is granted.

2 It is further ordered that the Clerk enter judgment in favor of
3 Plaintiff and against Defendant as follows: The Settlement
4 Agreement Amount of \$161,000, with interest accruing at the legal
rate set forth in NRS 17.130(2) commencing July 27, 2017 (ECF
No. 92-1 at 3 Par 1) and (2) the sanctions amount of \$45,045.

5 66. The judgment rendered by Honorable Miranda M. D'Arcy was recorded against The Property
6 on March 5, 2019. The judgment filing lays out the United States District Court, District
7 of Nevada matter, Case No. 3:17-CV-00175-MMD-WGC, and provides a settlement of
8 \$161,000 with interest accruing at the legal rate as provided in NRS 17.130(2)
9 commencing July 27, 2017, and sanctions in the amount of \$45,045 with interest effective
10 and commencing February 25, 2019.

11 67. On information and belief, on the date of this Complaint, there are no filings with the
12 Department of the Treasury, Internal Revenue Service or the Department of Labor
13 Employee Benefit Security Administration, by FORM 5500 or otherwise for Athena
14 Medical Group Defined Contribution Pension Plan and Trust Number Three, also known
15 as Athena Medical Group, Inc. E.R.I.S.A. Retirement Trust, as the U.S. Department of
16 Labor's website that allows for searching of ERISA entities only identifies a single entity
17 that has filed for Athena Medical Group as the only filings with the U.S. Department of
18 Labor is for Athena Medical Group, Inc. Defined Contribution Pension Plan Number Two,
19 as submitted by Loza as the Plan Administrator.

20 68. A notice of default and election to sell, under the terms of the Deed of Trust recorded June
21 5, 2017, as Document No. 2017-899576 Official Records, Douglas County, Nevada, was
22 first recorded April 2, 2020, as Document No. 2020-944258 and re-recorded September
23 24, 2020, as Document No. 2020-953294 Official Records, Douglas County, Nevada,
24 concerning The Property.

25 69. On information provided by Dr. Exley's Nevada attorney, Kirk Nevada Walker, in a reply
26 filed June 24, 2020, in the Response to Show Cause in Case 80844 in the Supreme Court
27 of the State of Nevada, was the first notice that Dr. Exley had died. The Reply, in its
28

1 opening paragraph, provided, "Mr. Exley passed away in June 2020 and counsel was
2 retained in this matter on the afternoon of June 24, 2020." The Reply further provided,
3 "Appellant filed its Response to Order to Show Cause ("Response") on June 1, 2020. Ray
4 Warren Exley passed away on or about June 1, 2020."

5 70. It has been recently learned that Dr. Exley died on June 1, 2020. It has been recently
6 learned that a Notice of Petition to Administer Estate of Ray Warren Exley, a.k.a. Ray W.
7 Exley a.k.a. Ray W. Exley, M.D., a.k.a. Ray Ex-Ley M.D., was filed on October 16, 2020,
8 in the Superior Court of California, County of Los Angeles, being Case No. 20STPB08595.
9 However, to date, no administrator has yet been appointed in said California proceeding.

10 71. On or about November 9, 2020, Juliana Loza Exley, spouse and successor trustee of the
11 Ray Warren Exley, M.D. Nevada Family Trust dated 12/9/15 was duly appointed as
12 Special Administrator in the Ninth Judicial District Court of the State of Nevada. On
13 November 12, 2020, the Court ordered that Loza be duly appointed as Special
14 Administrator of the Ray Warren Exley estate and was given court authority to act by
15 virtue thereof.

16 72. On or about January 22, 2021, Leverty & Associates Law Chtd. obtained the Deed of Trust,
17 recorded against The Property on February 1, 2017, from Robert I. Novasel and Richard
18 W. Schwarte, Co-Trustees of the Novasel & Schwarte Investments, Inc. Profit Sharing Plan
19 and, in all respects, was assigned all rights, title and interest in said Deed of Trust. The
20 assignment of the Deed of Trust was recorded, demonstrating that all rights, title and
21 interest in the Deed of Trust recorded June 5, 2017, securing The Property, related to the
22 Promissory Note on the property dated May 23, 2017, incurred by Dr. Exley as Trustor and
23 Trustee of the Ray Warren Exley, M.D. Nevada Family Trust, with beneficiary being
24 Robert Novasell and Richard W. Schwarte, Co-Trustees of the Novasel & Schwarte
25 Investments, Inc., Profit Sharing Plan. On January 22, 2021, and possibly on notice a few
26 days prior, Defendant Loza was made aware that the Deed of Trust, recorded June 5, 2017,
27 was, in all respects, assigned to Leverty & Associates Law Chtd.

1 73. On January 22, 2021, ADBP3 quitclaimed The Property to Loza for no consideration,
2 providing that the transfer was pursuant to the terms of the trust.

3 **FIRST CAUSE OF ACTION**
4 **(Fraudulent Transfer Against Defendants**
Juliana Loza, ADBP3, Ingrid van Vuerings)

5 74. Plaintiff hereby incorporates by reference and realleges each and every allegation contained
6 in all paragraphs in this Complaint, inclusive, as if fully set forth herein.

7 75. On February 22, 2019, in Federal Case No. 3:17-CV-00175- MMM-WGC, Plaintiff
8 obtained a final judgment in the sum of \$161,000 with interest at NRS 17.130(2)
9 commencing July 17, 2017 against Defendant Dr. Exley including Defendant Loza and
10 Defendant Athena Medical Group Defined Benefit Plan Trust. An abstract of such final
11 judgment was recorded on March 15, 2019, in the Office of the County Recorder of
12 Douglas County, Nevada, as Document 2019-926706, against The Property.

13 76. By virtue of that judgment, Plaintiff acquired a judgment lien on all of the right, title, and
14 interest of Defendant Dr. Exley, Defendant Loza and Athena Medical Group Defined
15 Benefit Plan Trust in and to all of Defendant's real property, including but not limited to,
16 The Property.

17 77. On February 22, 2018, Dr. Exley, as the Trustee of his Trust known as Ray W. Exley
18 Nevada Family Trust, transferred The Property to ADBP3. The alleged later asserted
19 reasons provided on Dr. Exley's behalf for the transfer was that Dr. Exley allegedly owed
20 on a 1987 Promissory Note secured by a Deed of Trust with the beneficiary being Athena
21 Medical Group Inc. Defined Benefit Plan Trust, Chtd. was determined by Dr. Exley's wife,
22 Loza to be still due and payable, requiring the alleged transfer.

23 78. On information and belief, Dr. Exley was the primary, and possibly sole, beneficiary and
24 recipient of the benefits of ADBP3. However, ADBP3 NEVER had a security interest in
25 The Property, so Dr. Exley's beneficial interest in ADBP3, was assessable for collection
26 of the judgment entered by U.S. District Judge Du.

27 79. On January 22, 2021, ADBP 3 transferred The Property to Loza for no consideration.
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1 80. Prior to the transfer on January 22, 2021, Defendants Athena Medical Group Inc., a Nevada
2 corporation, aka Athena Medical Group Corp., the Estate of Ray W. Exley, Ingrid van
3 Vuerings, ADBP3, and Juliana Loza in her individual capacity as Will trustee and special
4 administrator of the estate of Ray W. Exley, fraudulently and unlawfully agreed and
5 conspired together to conceal the true ownership of the real property with intent to defraud
6 creditors of Dr. Exley, his trust, his estate and his beneficial interest in ADBP3, and
7 especially Plaintiff, by making improper transfers without real consideration or entitlement
8 from ADBP3

9 81. By virtue of the conspiracy and the acts in pursuit of it, The Property was recorded in the
10 name of Defendant Loza, but the property was in fact owned by Defendant Ray W. Exley
11 Nevada Family Trust. Neither Defendant ADBP3, nor Loza paid any consideration nor
12 were otherwise legally entitled to the real property and the property should be subject to
13 the Plaintiff's judgment.

14 82. Plaintiff is informed and believes, and thereupon alleges, that Defendant Loza and
15 Defendant ADBP3, claimed an interest in The Property. However, the claim of said
16 Defendants, and each of them, is without any right whatsoever and said Defendants, and
17 each of them, have no legal or equitable right, claim or interest in said property.

18 83. Plaintiff therefore seeks a declaration that the title to the subject property is the vestiges of
19 Defendant Ray W. Exley as Trustee of his trust and said property should be subject to the
20 judgment against him. Further, that Defendants Juliana Loza and ADBP3, and each and
21 every Defendant, be forever enjoined from asserting any estate, right, title or interest in the
22 subject property adverse to plaintiff's judgment.

23 **SECOND CAUSE OF ACTION**
24 **(Aiding, Abetting, Conspiracy in Fraudulent Transfers by Defendants**
Ingrid van Vuerings, Juliana M Loza, and ADBP3)

25 84. Plaintiff hereby incorporates by reference and realleges each and every allegation contained
26 in all paragraphs in this Complaint, inclusive, as if fully set forth herein.

27 85. Defendant Ingrid van Vuerings, at all times, was aware that Plaintiff asserted that Dr. Ray
28

- 1 Exley owed it for attorney fees and costs related to representing him in a Nevada legal
2 action concerning The Property, commencing in April 2014 to January 2017.
- 3 86. Defendant Loza, at all times, was aware that Plaintiff asserted that Dr. Ray Exley owed
4 it for attorney fees and costs related to representing him in a Nevada legal action
5 concerning The Property, commencing in April 2014 to January 2017.
- 6 87. Defendant Ingrid van Vuerings, at all pertinent times including in the year 2017, was the
7 Trustee of Athena Medical Group, Inc. Defined Benefit Pension Plan and Trust, Chtd.
- 8 88. Defendant Loza, at all pertinent times including in the year 2017, was the Trustee of
9 Athena Medical Group, Inc. Defined Benefit Pension Plan and Trust, Chtd.
- 10 89. Defendant Ingrid van Vuerings was aware, on or shortly after July 27, 2017, that Dr. Exley
11 had agreed to a settlement with Plaintiff that was placed on the U.S. Magistrate Judge's
12 record where it was agreed to pay Plaintiff the sum of \$161,000.00 with interest thereon,
13 secured by the existing lien on The Property.
- 14 90. Defendant Loza was aware, on or shortly after July 27, 2017, that Dr. Exley had agreed
15 to a settlement with Plaintiff that was placed on the U.S. Magistrate Judge's record where
16 it was agreed to pay Plaintiff the sum of \$161,000.00 with interest thereon, secured by the
17 existing lien on The Property.
- 18 91. Defendant Ingrid van Vuerings was aware, on or about October 31, 2017, that Dr. Exley
19 and Defendant Loza had determined to not proceed with the agreed upon settlement.
- 20 92. Defendant Ingrid van Vuerings was aware that, because Dr. Exley and Defendant Loza had
21 determined to not enter into the previously agreed upon settlement, Plaintiff filed a Motion
22 to Compel compliance with the settlement agreement. Defendant Ingrid van Vuerings is
23 further aware because, on information and belief, she assisted Defendant Loza prepare and
24 file a Motion to vacate the mediation settlement.
- 25 93. Under the terms of ADBP3 which, upon information and belief, was created by Defendant
26 Loza and, on information and belief, also with the assistance of Defendant Ingrid van
27 Vuerings, that the primary beneficiary and entitled recipient of ADBP3 benefits was Ray
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- 1 W. Exley or his Trust, Ray W. Exley M.D. Nevada Family Trust.
- 2 94. Defendant Ingrid van Vuerings was, at all pertinent times including in the year 2021, the
3 Trustee of ADBP3 and she aided and abetted Defendant Loza in the alleged transfer of the
4 real property from ADBP3 to Loza on or about January 22, 2021.
- 5 95. Defendant Loza was, at all pertinent times including in the year 2021, the Trustee of
6 ADBP3 and she improperly transferred assets purportedly owned by the trust, specifically
7 The Property, into her own name on or about January 22, 2021, in violation of her fiduciary
8 duties to the trust.
- 9 96. Defendant Ingrid van Vuerings learned, on or before January 22, 2021, that the promissory
10 note and deed of trust executed by Dr. Exley on or about May 26, 2017, in favor of Novasel
11 & Schwarte Investment Inc., had been purchased by Plaintiff such that all rights and
12 entitlement of the Promissory Note and Deed of Trust were assigned to Plaintiff on or
13 about January 22, 2021.
- 14 97. Defendant Loza, on or before January 22, 2021, that the promissory note and deed of trust
15 executed by Dr. Exley on or about May 26, 2017, in favor of Novasel & Schwarte
16 Investment Inc., had been purchased by Plaintiff such that all rights and entitlement of the
17 Promissory Note and Deed of Trust were assigned to Plaintiff on or about January 22,
18 2021.
- 19 98. On information and belief, Defendant Ingrid van Vuerings then conspired, aided and
20 abetted Defendant Loza in transferring the property from an attachable asset of Dr. Exley
21 in an intentional attempt to wrongfully transfer the property to Loza in an effort to prevent
22 execution against ADBP3.
- 23 99. Defendant Ingrid van Vuerings, as Trustee of the ADBP3 executed, on or about January
24 22, 2021, the Quitclaim deed transferring The Property to Loza.
- 25 100. Defendant Ingrid van Vuerings and Defendant Loza knew, or should have known, that
26 these actions and attempted transfer of the only assets of Dr. Exley were for the purpose
27 of preventing the Nevada property from being attached for payment of outstanding
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- 1 judgment and for outstanding due and owing sanctions.
- 2 101. As a result of Defendant Ingrid van Vuerings', Defendant ADBP3's and Defendant Loza's
3 aiding and abetting Dr. Exley and Defendant Loza's fraudulent transfer of The Property,
4 Plaintiff has been damaged in an amount in excess of this Court's jurisdictional minimum.
- 5 102. As a result of Defendant Ingrid van Vuerings', Defendant ADBP3's and Defendant Loza's
6 fraudulent transfer of the only asset of Dr. Exley and only asset for which the judgment
7 entered by the Court could be satisfied, Plaintiff has been damaged in an amount in excess
8 of this Court's jurisdictional minimum and the transfers should be null and voided by the
9 Courts.
- 10 103. In engaging in these actions, the actions of Defendant Ingrid van Vuerings, Defendant
11 ADBP3 and Defendant Loza were done with oppression, malice and fraud. Plaintiff,
12 therefore, seeks punitive damages by way of punishment and deterrence in an amount to
13 be determined at trial.

14 **THIRD CAUSE OF ACTION**
15 **(Aiding and Abetting in Fraudulent Transfer by Ingrid van Vuerings,**
16 **Loza, ADBP3, Does I through XXX, ABC Corporations A-M**
17 **and N-Z Limited Liability Partnerships)**

- 18 104. Plaintiff hereby incorporates by reference and realleges each and every allegation contained
19 in all paragraphs in this Complaint, inclusive, as if fully set forth herein.
- 20 105. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z
21 Limited Liability Partnership were, at all times, aware that Plaintiff asserted that Dr. Ray
22 Exley owed it for attorney fees and costs related to representing him in a Nevada legal
23 action concerning The Property, commencing in April 2014 to January 2017.
- 24 106. Defendant Ingrid van Vuerings, at all pertinent times including in the year 2017, was the
25 Trustee of Athena Medical Group, Inc, Defined Benefit Pension Plan and Trust, Chtd.
- 26 107. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z
27 Limited Liability Partnership were aware, on or shortly after July 27, 2017, that Dr. Exley
28 had agreed to a settlement with Plaintiff that was placed on the U.S. Magistrate Judge's

1 court record where it was agreed to pay Plaintiff the sum of \$161,000.00 with interest
2 thereon, secured by the existing lien on The Property.

3 108. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z
4 Limited Liability Partnership were aware, on or about October 31, 2017, that Dr. Exley and
5 Defendant Exley had determined to not proceed with the agreed upon settlement.

6 109. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z
7 Limited Liability Partnership were aware and/or later learned that, because Dr. Exley and
8 Defendant Loza had determined to not enter into the previously agreed upon settlement,
9 Plaintiff filed a Motion to Compel compliance with the settlement agreement. Defendant
10 Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z Limited
11 Liability Partnership were further aware because, on information and belief, they, and each
12 of them, assisted Defendant Loza prepare and file a Motion to vacate the mediation
13 settlement.

14 110. Under the terms of ADBP3 which, upon information and belief, was created by Defendant
15 Loza and, on information and belief, also with the assistance of Defendant Ingrid van
16 Vuerings, and Does I through XXX, ABC Corporations A-M and N-Z Limited Liability
17 Partnership that the beneficiary and entitled recipient of ADBP3 benefits was Ray W.
18 Exley or his Trust, Ray W. Exley M.D. Nevada Family Trust.

19 111. Defendant Ingrid van Vuerings and Does I through XXX, ABC Corporations A-M and N-Z
20 Limited Liability Partnership were, at all pertinent times including in the year 2021, the
21 Trustee of ADBP3 and she aided and abetted Defendant Loza in the alleged transfer of the
22 real property from ADBP3 to Loza on or about January, 22, 2021.

23 112. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporation A-M, and N-Z
24 Limited Liability Partnership learned, on or before January 22, 2021, that the promissory
25 note and deed of trust executed by Dr. Exley on or about May 26, 2017, in favor of
26 Novasel & Schwarte Investment Inc. had been purchased by Plaintiff such that all rights
27 and entitlement of the Promissory Note and Deed of Trust were assigned to Plaintiff on or
28

- 1 about January 22, 2022.
- 2 113. On information and belief, Defendant Ingrid van Vuerings, Does I through XXX, ABC
3 Corporations A-M and N-Z Limited Liability Partnership then conspired, aided and abetted
4 Defendant Loza in transferring the property from an attachable asset of Dr. Exley in an
5 intentional attempt to wrongfully transfer the property to Loza in an effort to prevent
6 execution against ADBP3.
- 7 114. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z
8 Limited Liability Partnership substantially assisted, aided and abetted Defendant Loza in
9 wrongfully and improperly transferring the primary and only asset of Dr. Exley, The
10 Property, to Loza.
- 11 115. Defendant Ingrid van Vuerings, as Trustee of the ADBP3, executed, on or about January
12 22, 2021, the Quitclaim deed transferring The Property to Loza.
- 13 116. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M, N-Z
14 Limited Liability Partnership, and Defendant Loza knew, or should have known, that these
15 actions and attempted transfer of the only assets of Dr. Exley were for the purpose of
16 preventing the Nevada property from being attached for payment of the outstanding
17 judgment and for outstanding due and owing sanctions.
- 18 117. Defendant Ingrid van Vuerings, Does I through XXX, ABC Corporations A-M and N-Z
19 Limited Liability Partnership, by their actions in improperly transferring the said real
20 property to Loza, were the direct and proximate result of transferring the said property to
21 Loza and substantially assisting, aiding and abetting the property's improper transfer.
- 22 118. As a result of Defendant Ingrid van Vuerings', Defendant ADBP3's and Defendant Loza's
23 aiding and abetting Dr. Exley and Defendant Loza's fraudulent transfer of The Property,
24 Plaintiff has been damaged in an amount in excess of this Court's jurisdictional minimum.
- 25 119. As a result of Defendant Ingrid van Vuerings', Defendant ADBP3's and Defendant Loza's
26 fraudulent transfer of the only asset of Dr. Exley and only asset for which the judgment
27 entered by the Court could be satisfied, Plaintiff has been damaged in an amount in excess
28

1 of this Court's jurisdictional minimum and the transfers should be null and voided by the
2 Courts.

3 120. In engaging in these actions, the actions of Defendant Ingrid van Vuerings, Defendant
4 ADBP3 and Defendant Loza were done with oppression, malice and fraud. Plaintiff,
5 therefore, seeks punitive damages by way of punishment and deterrence in an amount to
6 be determined at trial.

7 **FOURTH CAUSE OF ACTION**
8 **(Declaratory Relief Seeking the Court's Determination of the Person, Trust or Entity**
9 **that Should Validly Hold Title of the Real Property,**
10 **for Rights and Entitlements upon Foreclosure)**

11 121. Plaintiff hereby incorporates by reference and realleges each and every allegation contained
12 in all paragraphs in this Complaint, inclusive, as if fully set forth herein.

13 122. Plaintiff has the assignment to the Deed of Trust and Promissory Note, which is currently
14 being foreclosed on for lack of any payment thereon by Dr. Ray W. Exley or his Trust.

15 123. Defendants Loza, Ingrid van Vuerings, Ray W. Exley, M.D. Nevada Family Trust,
16 ADBP3, Does I through XXX, ABC Corporations A-M and N-Z Limited Liability
17 Partnerships have transferred The Property, among persons and entities, without
18 consideration, all being done in subversive actions for the purpose of attempting to destroy
19 the ability of Plaintiff to collect on its Judgments.

20 124. The various transfers of the said property were done at times to attempt to avoid the ability
21 of Plaintiff to collect on its judgment. These transfers by Defendants, Ingrid van Vuerings,
22 ADBP3, Athena Medical Group, Inc., aka , Athena Medical Group Corp., Athena Medical
23 Group Inc. Defined Benefit Plan Number Two, Athena Medical Group Inc. E.R,I.S.A
24 Retirement Trust, Athena Medial Group, Inc. Defined Benefit Pension Plan and Trusts
25 Chartered were transacted in the attempt to prevent the collection of a just debt which
26 resulted in judgments.

27 125. The result of the improper multiple transfers of said real property has resulted in the
28 property being now in the name of Loza, for no consideration, having been transferred to

1 her by ADBP3, which obtained the said property when it had no entitlement to it. ADBP3
2 had no right or entitlement to the real property being transferred, with no consideration, by
3 Ray. W. Exley as Trustee of Ray W. Exley M.D. Nevada Family Trust.

4 126. The intent of Dr. Ray Exley, Defendants Loza, Ingrid van Vuerings, ADBP3, Athena
5 Medical Group, Inc. aka Athena Medical Group Corp., Athena Medical Group Inc. Defined
6 Benefit Plan Number Two, Athena Medical Group Inc. E.R.,I.S.A Retirement Trust, Athena
7 Medical Group, Inc. Defined Benefit Pension Plan and Trusts Chartered, Does I through
8 XXX, ABC Corporations A-M and NZ Limited Liability Partnership was primarily to
9 avoid Plaintiff being able to collect on its judgments.

10 127. The multiple improper transfers of the said real property has resulted in a question that, if
11 there becomes excess money over and above the money owed to Plaintiff for its now
12 holding of the Deed of Trust which is currently being foreclosed for non payment, to whom
13 such excess funds should be paid? If Loza is determined by the Court to not be the current
14 owner of the property and not entitled to funds over and above the foreclosure amount, then
15 the real property will revert to ADBP3, the Ray W. Exley M.D. Nevada Family Trust, or
16 even possibly to the Estate of Ray Warren Exley, at which time a Writ of Execution can
17 be exercised against his interest.

18 128. An actual controversy has arisen and now exists between Plaintiff and Defendants, and
19 each of them, concerning their respective rights, if any, in that Plaintiff contends none of
20 the transfers of The Property, on or after the title was held by Ray W. Exley, M.D., Nevada
21 Family Trust, were valid or for any purpose or right and done only to avoid Judgments.

22 129. Plaintiff desires a judicial determination of the valid ownership for consideration of The
23 Property and a determination of the person, trust or entity entitled to any excess funds over
24 and above payment of all prior liens against the said real property.

25 130. A judicial declaration is necessary and appropriate at this time, under the circumstances,
26 in order that Plaintiff and its agents may ascertain whose has entitlement to The Property.

27 131. A judicial declaration is necessary and appropriate at this time, under the circumstances,
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1 in order that Plaintiff and its agents may ascertain rights and duties upon foreclosure and
2 entitlement for collection of judgments.

3 **FIFTH CAUSE OF ACTION**
4 **(Conspiracy vs. All Defendants)**

5 132. Plaintiff hereby incorporates by reference and realleges each and every allegation
6 contained in all paragraphs in this Complaint, inclusive, as if fully set forth herein.

7 133. At all times pertinent, Loza acted in a fiduciary and/or controlling capacity with each of the
8 following defendants: Athena Medical Group Defined Contribution Pension Plan and Trust
9 Number Three; Athena Medical Group, Inc. E.R.I.S.A. Retirement Trust; Athena Medical
10 Group, Inc. Defined Benefit Pension Plan and Trust Chtd.; and Athena Medical Group, Inc.
11 Defined Contribution Plan Number Two.

12 134. At all times pertinent, Loza acted as a corporate officer for the following entities: Athena
13 Medical Group Inc., a Nevada corporation, aka Athena Medical Group Corp., a Nevada
14 non filing entity.

15 135. Since November 2020, Loza has acted in a fiduciary capacity for the Estate of Ray W.
16 Exley.

17 136. Loza's actions on behalf of these defendants are indistinguishable as to which entity they
18 were done on behalf of, and thus, by co-mingling them, has subjected them to liability.

19 137. The actions of Ray W. Exley, during his life, on behalf of Athena Medical Group Defined
20 Contribution Pension Plan and Trust Number Three; Athena Medical Group, Inc.
21 E.R.I.S.A. Retirement Trust; Athena Medical Group, Inc. Defined Benefit Pension Plan
22 and Trust Chtd.; and Athena Medical Group, Inc. Defined Contribution Plan Number Two;
23 Athena Medical Group Inc., a Nevada corporation aka Athena Medical Group Corp., and
24 in his individual capacity, were indistinguishable from each other, and thus, by co-mingling
25 them, has subjected each of them to liability.

26 138. At all times pertinent Ingrid van Vuerings was acting in a fiduciary capacity for Athena
27 Medical Group; Athena Medical Group Inc. Defined Pension Plan and Trust Number
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- 1 Three; and Athena Medical Group Inc. Defined Benefit Pension Plan and Trust, Chtd.
- 2 139. At all times pertinent Ingrid van Vuerings was acting as a corporate officer for Athena
3 Medical Group.
- 4 140. Corporations and Trusts can only operate through their officers, employees, and/or trustees.
- 5 141. All actions of the Corporate and Trust Defendants, and the Estate of Ray W. Exley as
6 described in this complaint were performed through their corporate officers and/or
7 fiduciaries.
- 8 142. Upon information and belief, Loza and van Vuerings acted in concert to improperly
9 transfer The Property from the ownership of one or more of the Defendants and to ensure
10 that the other Defendants were not provided with any ownership interest in The Property
11 in an attempt to avoid paying the legitimate debts of the Estate of Ray W. Exley to
12 creditors, including, but not limited to, Leverty & Associates.
- 13 143. Leverty & Associates has been harmed as a result of the actions of Defendants in an
14 amount in excess of this Court's jurisdictional minimum.

15 **PRAYER FOR RELIEF**

16 Wherefore, Plaintiff, prays for relief as follows:

- 17 1. For an order from this court that the transfer from Defendant ADBP3 to Defendant
18 Juliana M. Loza be set aside and voided to the extent necessary to satisfy
19 Plaintiff's judgment of \$161,000.00 with interest at the legal rate set forth in NRS
20 17.130.2 commencing July 27, 2017;
- 21 2. For an order enjoining Defendants ADBP3, Defendant Juliana M. Loza or any
22 named Defendant in this case from selling, transferring, encumbering, or disposing
23 of the real property located at 429 Panorama Drive, Stateline, Nevada 89449,
24 Assessor's Parcel No. 1318-25-111-017;
- 25 3. Plaintiff be awarded damages in excess of this Court's jurisdictional minimum and
26 in such amounts as may be proven at trial;
- 27 4. For special and consequential damages in an amount to be proved at trial;
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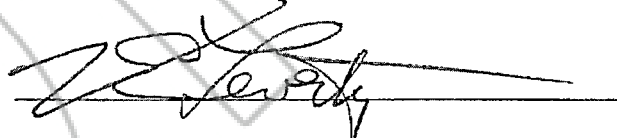
- 5. For pre-judgment and post-judgment interest on all sums awarded, according to proof, at the maximum legal rate;
- 6. For a declaration that the real property at 429 Panorama Drive, Stateline, Nevada 89449, Assessor's Parcel No. 1318-25-111-017, is currently rightfully owned by either Ray W. Exley, M.D. Nevada Family Trust and/or ADBP3 and/or the Estate of Ray Warren Exley;
- 7. For costs and attorneys' fees incurred in connection with this action;
- 8. For punitive damages in such amount as may be proved at trial; and
- 9. For such other and further relief as the Court deems just and appropriate.

**AFFIRMATION
(NRS 239B.030)**

The undersigned does hereby affirm that the preceding document filed in the Ninth Judicial District Court, does not contain any personal information.

Dated this 23rd day of March, 2021.

LEVERTY & ASSOCIATES LAW CHTD.



Vernon E. Leverty, Esq., NV Bar No. 1266
 Patrick R. Leverty, Esq., NV Bar No. 8840
 William R. Ginn, Esq., NV Bar No. 6989
 Jess P. Rinehart, Esq., NV Bar No. 11697
 832 Willow Street
 Reno, Nevada 89502
 Attorneys for Plaintiff

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original in file and of record in my office.

DATE March 26, 2021
BOBBIE R. WILLIAMS Clerk of Court
 of the State of Nevada, in and for the County of Douglas,

26 By [Signature] Deputy