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10 *Attorneys for Plaintiff America First Credit Union*

11 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

12 **IN AND FOR THE COUNTY OF MARICOPA**

13 AMERICA FIRST CREDIT UNION, a  
14 federally chartered credit union,

15 Plaintiff,

16 v.  
17 JOEL NATARIO AND JANE DOE  
18 NATARIO, as husband and wife; KATHRYN  
19 GAVIN AND JOHN DOE GAVIN, as  
husband and wife; HIRU CORPORATION, a  
20 Georgia corporation; AZ CUSTOM  
BOTTLED WATER LLC, a Nevada limited  
21 liability company; SALOME WATER AND  
ICE LLC, a Nevada limited liability company;  
22 ABC ORGANIZATIONS I-X; JOHN DOES  
1-3; and JANE DOES 4-6,

23 Defendants.

24 **COMBINED MOTION FOR SUMMARY  
JUDGMENT and MOTION FOR  
SANCTIONS UNDER ARIZ. R. CIV. P. 37  
AGAINST DEFENDANT HIRU  
CORPORATION**

25 Case No. CV2023-012400

26 (Tier 2)

27 The Honorable Sara J. Agne

28 Plaintiff America First Credit Union (“America First”) moves for summary judgment against defendant HIRU Corporation (“HIRU”) pursuant to Rule 56 of the Arizona Rules of Civil Procedure and for sanctions against HIRU pursuant to Rule 37.

## INTRODUCTION

HIRU and the other defendants—former HIRU officers Kathryn Gavin and Joel Natario and HIRU subsidiaries AZ Custom Bottled Water LLC (“AZ Custom”) and Salome Water and Ice LLC (“Salome”)—stole millions of dollars from America First through a check-kiting scheme. America First sued, and the Court entered final default judgments against Gavin, AZ Custom, and Salome and recently granted summary judgment against Natario. The Court should now enter summary judgment against HIRU, the only remaining defendant, as well.

HIRU absconded with America First’s money—America First has plenty of evidence of this. While HIRU denies it, HIRU has not justified its denial. Instead, HIRU has stonewalled, preventing America First from taking discovery. HIRU failed to educate and prepare its Rule 30(b)(6) witness, who testified that he did nothing to prepare and had no knowledge of the topics noticed for the deposition. HIRU then failed to produce its expert witness for deposition at all. This conduct warrants severe sanctions, including determinations that facts warranting summary judgment against HIRU are admitted and that HIRU is not permitted to dispute them. In sum, judgment against HIRU is warranted both on the merits and as a sanction for its discovery violations.

## STATEMENT OF UNDISPUTED MATERIAL FACTS

1. Gavin was an officer of HIRU, and Natario was a director of HIRU. **Ex. A** (identifying Gavin as CEO, CFO, and Secretary); **Ex. B** at 1 (identifying Natario as a board member).

## I. Natario opens an American First account for Salome.

2. Natario controlled Salome and AZ Custom.<sup>1</sup> See **Ex. C** at RFA No. 5; **Ex. D** at 2.

3. Natario opened an America First Account No. #xxxx5420 (the “Salome Business Account”), a business checking account, on Salome’s behalf on December 28, 2022. **Ex. E.**

<sup>1</sup> Natario did not respond to *Plaintiff's First Set of Discovery Requests to Defendant Joel Natario*. See Oct. 11, 2024 Mot. for Summ. J. (against Def. Joel Natario), Exs. F & H. As a result, the allegations and facts set forth in America First's Requests for Admissions are "admitted." Ariz. R. Civ. Pro. 36(a)(4).

1      **II.      HIRU issues bad checks to Salome’s account, which have not been repaid.**

2          4.      Through Gavin and Natario, HIRU issued six checks (the “Bad Checks”) totaling  
3      \$2,790,000.00 from its Chase Bank account to the Salome Business Account. *See Ex. F.*

4          5.      These checks were returned due to insufficient funds in the Chase Bank accounts  
5      upon which the checks were drawn. *See Ex. G.*

6          6.      HIRU knew that its Chase Bank account had insufficient funds on deposit to meet and  
7      pay these Bad Checks upon their presentation to America First and that America First would not  
8      honor the checks. *See Ex. H.*

9          7.      America First provided final notice of the dishonored Bad Checks to HIRU in  
10     compliance with the “bad check” statute (A.R.S. §§ 612-71) on July 7, 2023, via certified, return-  
11     receipt U.S. Mail and first-class mail. *See Ex. G.*

12        8.      HIRU failed to pay the dishonored Bad Checks. *See id.*

13      **III.      HIRU did not prepare its Rule 30(b)(6) witness.**

14        9.      America First served HIRU with a *Second Amended Notice of Rule 30(b)(6)*  
15     *Deposition of HIRU Corporation and Deposition of Irina Veselinovic* (the “HIRU Deposition  
16     Notice”) on December 2, 2024. *See Ex. I* (HIRU Dep. Notice).

17        10.     The HIRU Deposition Notice included matters for examination that relate to America  
18     First’s claims against HIRU such as HIRU’s relationship with the other defendants, its  
19     organizational structure, and its defenses to America First’s claims. *See id.*

20        11.     Hiru designated its Chairman and CEO Sheikh Khalid Nasser Al-Thani as its Rule  
21     30(b)(6) witness, and Sheik Al-Thani appeared with counsel for the deposition on February 24,  
22     2025. *See Ex. J* (Tr. of Sheikh Khalid Nasser Al-Thani Dep.) at 6:25-7:2.

23        12.     However, Sheik Al-Thani affirmed that he did “[n]othing” to prepare to testify on the  
24     noticed 30(b)(6) topics, *id.* at 10:11-13, and admitted that he otherwise had “no knowledge related to  
25     any of those subject matters,” *id.* at 17:11-14.

1      **IV.    HIRU did not produce its expert for deposition.**

2      13.    America First served HIRU with a *Notice of Deposition of Steven Lindsey* (the  
3    “Lindsey Deposition Notice”), HIRU’s designated expert witness, on March 5, 2025. *See Ex. K*  
4    (Lindsey Dep. Notice).

5      14.    HIRU did not object to the Lindsey Deposition Notice. *Ex. L ¶¶ 2-3*. However, on  
6    March 26, 2025, two days before Lindsey’s deposition, HIRU’s counsel emailed America First’s  
7    counsel: “I am informed that Mr. Lindsey will not be appearing for the noticed deposition this  
8    week.” *Ex. M*. And, in fact, neither HIRU nor its counsel appeared at the deposition. *See generally*  
9    *Ex. N* (Tr. of Steven Lindsey Dep.).

10     **LEGAL STANDARD**

11     Summary judgment is appropriate where “the movant shows that there is no genuine dispute  
12    as to any material fact and the movant is entitled to judgment as a matter of law.” Ariz. R. Civ. P.  
13    56(a). “The purpose of the summary judgment rule is to enable trial courts to rid the system of  
14    claims that are meritless and do not deserve to be tried.” *Orme School v. Reeves*, 166 Ariz. 301, 311,  
15    802 P.2d 1000, 1010 (1990). “In deciding a motion for summary judgment, the trial court considers  
16    ‘those portions of the verified pleadings, deposition, answers to interrogatories and admissions on  
17    file which are brought to the court’s attention by the parties.’” *Tilley v. Delci*, 220 Ariz. 233, 236,  
18    204 P.3d 1082, 1085 (Ct. App. 2009) (quoting *Choisser v. Herman*, 12 Ariz. App. 259, 261, 469  
19    P.2d 493, 495 (1970)).

20     **ARGUMENT**

21    **I.    The Court should enter summary judgment against HIRU in favor of America First.**

22    America First sued HIRU for violating Arizona’s “bad check” statute, A.R.S. §§ 612-71. *See*  
23    First. Am. Compl. ¶¶ 83-89 (Count Six.) That statute provides as follows:

24    A person who, for himself or for another, with intent to defraud, makes,  
25    draws, utters or delivers to another person or persons a check or draft on  
26    a bank or depository for payment of money, knowing at the time of such  
27    making, drawing, uttering or delivery, that he or his principal does not  
28    have an account or does not have sufficient funds in, or credit with, such  
bank or depository to meet the check or draft in full upon presentation,  
shall be liable to the holder of such check or draft for twice the amount  
of such check or draft or fifty dollars, whichever is greater, together with

1 costs and reasonable attorney's fees as allowed by the court on the basis  
2 of time and effort expended by such attorney on behalf of plaintiff.

3 A.R.S. § 12-671(A). The statute further provides, "Proof that, at the time of presentment, the maker,  
4 issuer or drawer did not have sufficient funds with the bank or depositary, and that he failed within  
5 twelve days after receiving notice of nonpayment or dishonor to pay the check or draft is *prima facie*  
6 evidence of intent to defraud." *Id.* § 12-671(C).

7 HIRU issued six checks totaling \$2,790,000.00 from its Chase Bank account to the Salome  
8 Business Account. SOF ¶ 4. These checks were dishonored by Chase Bank due to insufficient funds.  
9 *Id.* ¶ 5. America First then provided HIRU with notice of dishonor as required by A.R.S. § 12-671.  
10 *Id.* ¶ 7. HIRU failed to pay the dishonored Bad Checks within twelve days after receiving notice, *id.*  
11 ¶ 8, establishing *prima facie* evidence of intent to defraud under A.R.S. § 12-671(C).

12 HIRU has presented no evidence to rebut the statutory presumption of intent to defraud and  
13 should not be allowed to present such evidence as sanctions for its discovery violations. Therefore,  
14 there is no genuine dispute as to the material facts, and the Court should enter summary judgment  
15 against HIRU in favor of America First for \$5,580,000.00—twice the amount of the dishonored  
16 checks—plus interest, attorneys' fees, and costs all as provided by A.R.S. § 12-671(A).

## 17 **II. The Court should sanction HIRU for its discovery misconduct.**

18 Discovery has not produced any admissible evidence that would undermine America First's  
19 request for summary judgment. Indeed, HIRU's discovery misconduct prevented America First from  
20 taking meaningful discovery. Accordingly, in conjunction with America First's request for summary  
21 judgment, the Court should sanction HIRU, including by not allowing HIRU to dispute America  
22 First's Motion.

23 A court "may, on motion, order sanctions if . . . a party or . . . a person designated under Rule  
24 30(b)(6) . . . after being served with proper notice, to appear for his or her deposition[.]" Ariz. R.  
25 Civ. P. 37(f)(1)(A). Possible sanctions include the following:

26 (i) directing that the matters described in the order or other  
27 designated facts be taken as established for purposes of the  
28 action, as the prevailing party claims;  
(ii) prohibiting the disobedient party from supporting or opposing  
designated claims or defenses, or from introducing designated

- matters in evidence;
- (iii) striking pleadings in whole or in part; [or]
- ...
- (vi) rendering a default judgment in whole or in part, against the disobedient party[.]

*Id.* 37(b)(2)(A); *see also* Ariz. R. Civ. 37(f)(3) (authorizing the sanctions under Rule 37(b)(2)(A) for failing to appear at a deposition). The Court should impose such sanctions against HIRU for (1) not preparing Sheik Al-Thani, its designated Rule 30(b)(6) witness, and (2) not producing Lindsey for deposition at all.

**A. HIRU improperly failed to prepare its Rule 30(b)(6) witness.**

In a Rule 30(b)(6) deposition, “[e]ach designated person *must* testify about information known or reasonably available to the entity.” Ariz. R. Civ. P. 30(b)(6) (emphasis added). HIRU’s designated 30(b)(6) witness could not do so. Sheik Al-Thani appeared for the deposition but was unprepared to testify, conceding that he did “[n]othing” to prepare and that he otherwise had “no knowledge” regarding the noticed topics. SOF ¶ 12. “Providing an uninformed warm body for a Rule 30 deposition approximates providing no one at all.” *Groat v. Equity Am. Ins. Co.*, 180 Ariz. 342, 346, 884 P.2d 228, 232 (Ct. App. 1994). Put simply, HIRU’s failure to prepare its designee to testify about the noticed topics is tantamount to a failure to appear for the deposition at all, a sanctionable offense. *See* Ariz. R. Civ. 37(f)(3).

**B. HIRU improperly failed to produce Lindsey for deposition.**

Just weeks after the botched Rule 30(b)(6) deposition, HIRU’s counsel and expert witness Lindsey simply failed to appear for Lindsey’s deposition. SOF ¶ 14. HIRU did not object to the deposition; rather, counsel simply wrote two days before the deposition that Lindsey would not appear. *Id.* HIRU’s failure to produce Lindsey for deposition is sanctionable. *See* Ariz. R. Civ. 37(f)(3).

**C. HIRU's willful, bad faith conduct warrants the entry of judgment against HIRU.**

A court may enter judgment against a party for willful or bad faith discovery misconduct.

See, e.g., *Copper State Bank v. Saggio*, 139 Ariz. 438, 441, 679 P.2d 84, 87 (Ct. App. 1983).

1 (affirming entry of default judgment as a sanction for failing to appear at a deposition). Such is the  
2 case here.

3 A party acts in bad faith when it knows its 30(b)(6) deponent cannot meaningfully answer the  
4 noticed topics but designates the deponent anyway. For example, defendant in *Groat* produced a  
5 Rule 30(b)(6) witness who was unable to answer any questions regarding the noticed topics. 180  
6 Ariz. at 346-47, 884 P.2d at 232-33. Observing that defendant “certainly know” that its witness “was  
7 hardly in a position to know about the” noticed topics, the court concluded that defendant acted in  
8 bad faith. *Id.* at 347, 884 P.2d at 233. Here, HIRU knew that Sheik Al-Thani, its Chairman and CEO,  
9 was unprepared to testify about any of the noticed topics but designated him anyway. Similarly,  
10 HIRU’s premeditated decision to have Lindsey not appear for his deposition demonstrates willful  
11 disregard for the discovery obligations imposed by the rules.

12 Given HIRU’s willful and bad faith discovery violations, the Court should impose sanctions  
13 under Rule 37(b)(2)(A). America First requests that the Court deem that all facts related to America  
14 First’s claims against HIRU have been conclusively established, prohibiting HIRU from opposing  
15 America First’s claims. In the alternative, the Court should strike the March 29, 2024 *Answer of*  
16 *Defendant HIRU Corporation to Plaintiff’s First Amended Complaint with Crossclaims* and enter  
17 default judgment against HIRU. At minimum, the Court should order HIRU to pay the attorneys’  
18 fees and costs associated with the depositions, strike Lindsey as an expert, and order HIRU to pay  
19 the costs and fees America First incurred in connection with the rebuttal expert America First  
20 engaged to counter Lindsey’s opinions. These sanctions are warranted by HIRU’s failure to  
21 participate in discovery and its obstruction of the litigation.<sup>2</sup>

## 22 CONCLUSION

23 In light of the foregoing, America First requests that this Court enter summary judgment  
24 against HIRU or, in the alternative, strike HIRU’s *Answer of Defendant HIRU Corporation to*  
25 *Plaintiff’s First Amended Complaint with Crossclaims* and enter default judgment against HIRU. At

27  
28 <sup>2</sup> Counsel for America First consulted with HIRU’s counsel in good faith regarding HIRU’s  
deposition misconduct prior to filing this Motion as required by Rule 37(f)(1)(B). See **Ex. L ¶¶ 6-7.**

1 minimum, the Court should (1) order HIRU to pay the attorneys' fees and costs associated with the  
2 depositions, (2) strike Lindsey as an expert, and (3) order HIRU to pay the costs and fees America  
3 First incurred in connection with the rebuttal expert America First engaged to counter Lindsey's  
4 opinions.

5

6 RESPECTFULLY SUBMITTED this 10th day of April, 2025.

7

8 HOLLAND & HART LLP

9

/s/ Cory A. Talbot

10 Cory A. Talbot (Arizona Bar No. 020702)  
Angelica M. Juarez (pro hac vice)

11

12 JOHNSON LAW PLLC

13 Doyle S. Byers (Arizona Bar No. 022374)

14

*15 Attorneys for Plaintiff America First Credit Union*

16 A COPY of the foregoing was served via U.S. Mail,  
17 postage prepaid, this 10th day of April, 2025, to

18 Frederick C. Bauman  
19 Bauman Law Firm  
20 6440 Sky Pointe Drive, Suite 140-149  
21 Las Vegas, NV 89131  
*22 Attorney for Defendant HIRU Corporation*

23 Joel Nataro  
24 13835 N. Tatum Boulevard, Suite 9 467  
25 Phoenix, AZ 85032  
*26 Defendant pro se*

27 By: /s/Cory A. Talbot

28 34573713\_v3

# **EXHIBIT “A”**



**GEORGIA  
CORPORATIONS  
DIVISION**

**GEORGIA SECRETARY OF STATE  
BRAD  
RAFFENSPERGER**

[HOME \(/\)](#)

**BUSINESS SEARCH**

**BUSINESS INFORMATION**

Business Name:	<b>HIRU CORPORATION</b>	Control Number:	<b>J918582</b>
Business Type:	<b>Domestic Profit Corporation</b>	Business Status:	<b>Active/Compliance</b>
Business Purpose:	<b>NONE</b>		
Principal Office Address:	<b>5524 N 51st Ave, Glendale, AZ, 85301, USA</b>	Date of Formation / Registration Date:	<b>9/25/1989</b>
State of Formation:	<b>Georgia</b>	Last Annual Registration Year:	<b>2023</b>

**REGISTERED AGENT INFORMATION**

Registered Agent Name: **Registered Agents Inc**  
 Physical Address: **300 Colonial Center Parkway STE 100N, Roswell, GA, 30076, USA**  
 County: **Fulton**

**OFFICER INFORMATION**

Name	Title	Business Address
Kathryn Gavin	CFO	10119 E. Winter Sun Drive, Scottsdale, AZ, 85262, USA
Kathryn Gavin	Secretary	10119 E. Winter Sun Drive, Scottsdale, AZ, 85262, USA
Kathryn Gavin	CEO	10119 E. Winter Sun Drive, Scottsdale, AZ, 85262, USA

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# **EXHIBIT “B”**

## **Hiru Corporation (OTC: HIRU) FAQ on Preferred Shareholder and Acquisition**

### **Supplemental Filing (FAQ)**

July 23, 2024 (OTC: HIRU), [www.otchiru.com](http://www.otchiru.com) West Palm Beach, FL. In response to our shareholders and followers FAQ HIRU is releasing this OTC filing which is not news worthy however addresses many HIRU F.A.Q.. We are furnishing the information as the current management have been advised by the buyer.

#### **1 When is the deal closing?**

A: There are 2 deals closing, 1<sup>st</sup> one is the sale of 5 million preferred shares or essentially 100% of the control block of the HIRU company. This closing is set for the end of July, or 1<sup>st</sup> week in August 2024. A substantial 6 figure deposit was made by the Qatar group towards the purchase price.

The 2<sup>nd</sup> closing is one, or several currently operating mines owned by the buyers group. This will be handled by the new preferred owner (shareholder) legal team in accordance with international laws and those that apply to Qatar (buyer), Australia (mine location), and USA (Hiru Holding Co) . We are told the 2<sup>nd</sup> mine closing will happen relatively shortly, as soon as new management takes over.

#### **2 What happens to the Liberia mine after the sale?**

A: HIRU never issued any common shares in this transaction, other than a promise to use one of its financers to finance the mine for \$500,000 and profit sharing with HIRU. Assumption of the Liberia project by the new buyer for HIRU is under discussions.

#### **3. What happens to the eCommerce and Dubai gold processing?**

A: HIRU never issued any common shares in this transaction, other than a threshold promise to be met by operating co and profit sharing with HIRU. The eCommerce division far exceeded any expectations of HIRU management. Assumption of the projects by the new buyer for HIRU is under discussion.

#### **4. What happened to HIRU Alkaline water packing equipment?**

A: Alkaline88 was the only customer of HIRU. Subsequently alkaline 88 suffered some trauma and filed for Chapter 7 bankruptcy. By default, this caused a domino effect on HIRU water packing equipment where amongst other things HIRU defaulted on its \$1.4 million secured loan. The equipment financier repossessed the equipment through a court order and appointed interim management in HIRU. This equipment continues to be offered for sale and is not included in the purchase price to the new preferred shareholder.

See link: <https://www.otchiru.com/alkaline-equipment-sale/>

#### **5. Is HIRU liable for this defaulted loan?**

A: Yes. The monies were loaned to HIRU and its operating subsidiary guaranteed the loan AZ custom bottled water, plus the board member of HIRU Joel Natario. The buyer is looking to acquire control of HIRU debt free. One of the options currently being worked on is 50% cash due on the sale of debt to the creditor. Balance whatever the closing day price of stock is.. be it 0.005, 5c or 25c will be issued to the Sheikh / Pref s/h as restricted non tradable insider stock. No promotion of any sort allowed before

closing. Obviously, the ownership or title of the equipment will be conveyed on a 50 /50 split base between the two parties namely the preferred shareholder and HIRU.

#### **6. Will the new owners dilute HIRU?**

We are told that the new owners have absolutely no intention to dilute HIRU further nor to increase the authorized share structure. Because of their status background and financial capabilities, including other assets which they own and basically their stated net worth we have no reason to doubt their claims or promise not to dilute.

#### **7.What was the catalyst for choosing HIRU?**

The buyer's firm "no dilution needed" spawned an idea to present HIRU as a SPAC type candidate. With the buyer not needing any capital to meet their objectives, the proposal was made to the buyer successfully.

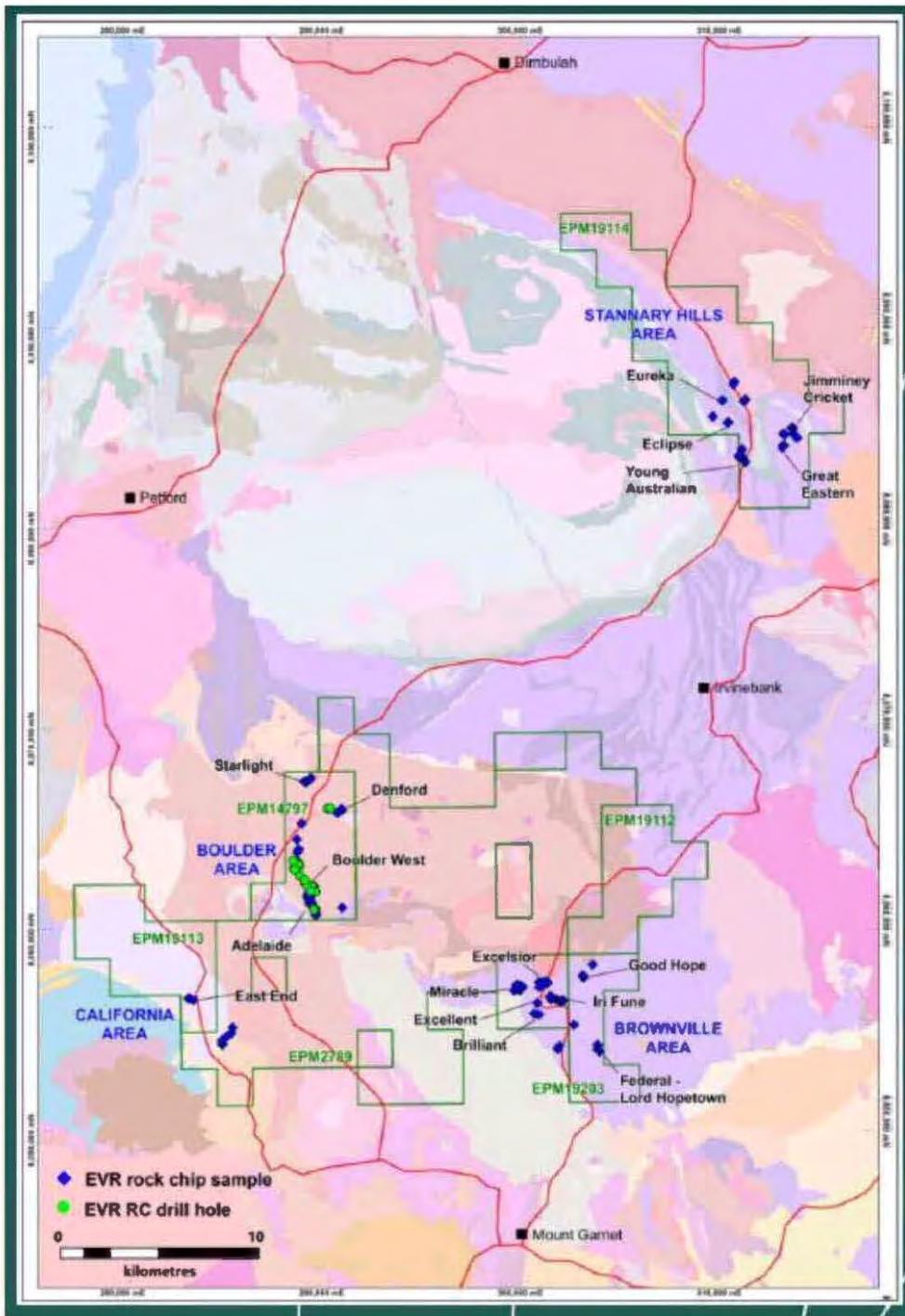
#### **8. What can we tell you about the Australia mine?**

We are told this is the incoming operation in HIRU. The following are snippets from several hundred-page report(s) we received.

### **Khartoum Project**

#### **High-grade tin & tungsten in North Queensland**

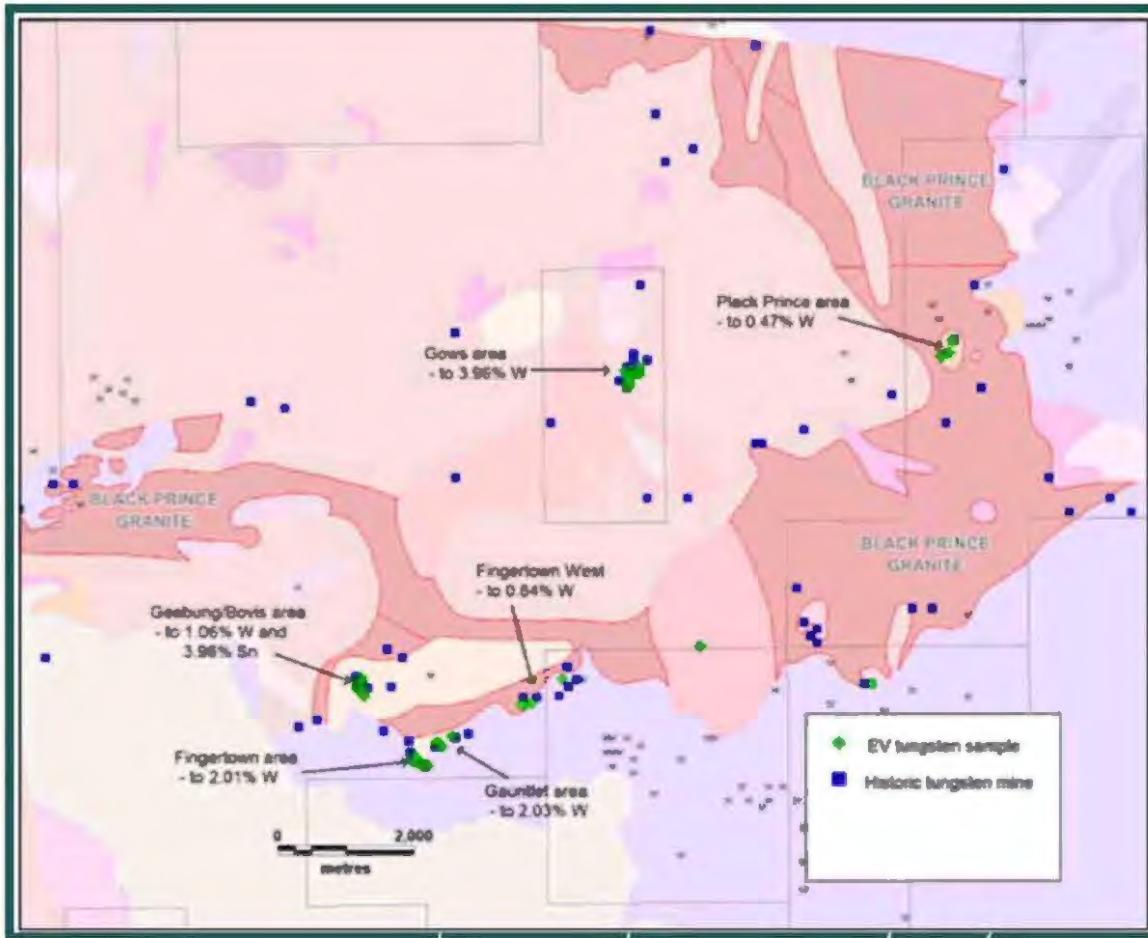
- Sample results received from tungsten sampling at the Fingertown Prospect and from tin exploration at the Mary Ann and Greenbug Prospects
- Results include:
  - Tungsten values to **2.03%** in Fingertown tungsten zone
  - Tin values to **3.96%** at Geebung and **0.49%** at Mary Ann
- Highlight potential for tungsten mineralisation associated with the Black Prince Granite and for extensions to the tin mineralisation encountered in drilling at Mary Ann<sup>2</sup>
- Follow-up sampling and reconnaissance completed, with results pending.



## Khartoum Project, Australia

### High-grade tin & tungsten in North Queensland

- ⦿ 2,800m drill programme undertaken at Boulder Prospect in 2022
- ⦿ 23 RC holes completed, testing 10 targets
- ⦿ Broad zones of tin mineralisation returned, including:
  - ⦿ 31m at 0.26% Sn and 62m at 0.18% Sn
  - ⦿ 7m at 0.54% Sn (incl. 2m at 1.46% Sn) and 5m at 0.71% Sn
- ⦿ High-grade base metal values include 4.66% Cu, 24.4% Zn, 4.62% W, 211ppm Ag, 196ppm In (Brownville) and 3.69% Pb (Stannary Hills)
- ⦿ Numerous high-level targets identified for further exploration
- ⦿ Strong rare earth potential based on recently discovered data showing substantial values of TREO in many samples and drill intersections



Various other interesting assessments from different operational reports as snippets:

**NOTE:** Some comments are backed by actual fact type reports (i.e. Grant Thorton RSM Corporate etc.) Other comments are the comments of the buyers' group key staff, and principals i.e. 1 billion potential valuations. They are shared in this document for informative purposes and no other improper reasons or use.

Re Australia mine 170 mill assets!!(Our advisors were told by the sheiks accountant) sheik (majority shareholder)

Summary of email.

**For the asset valuation and audit:**

Grant Thornton have provided a letter dated 19.07.2023 signing off on a valuation of \$176,217,000 for Mine Properties, Plant and Equipment as was recognized in the Statement of Financial Position as of the 31 of December 2022.

An Insurance Valuation report from 2011, accompanied by a letter from them dated 19.07.2023 verifying this. The policy has a Declared Value for physical assets of \$271,943,500 with coverage provided on a Reinstatement and Replacement basis.

There is also an independent valuation from a company called RSM Corporate Australia. They are global, have 57000 employees, in 830 offices, in 120 countries around the world. They are very similar in size to Grant Thornton but independent of them. They set a midpoint value of AUD \$189.1m (\$122.4m USD).

**For the company evaluation:**

Base value of AUD \$342m excluding any value for additional exploration success.

The inground value of the JORC resource (30Million Tons @ 1% nickel, Nickel price of USD\$20,000) is currently about USD\$6B. Currently to mine at 1MT per year, the reserve is about 15 years, which can be easily doubled. The resource is likely 10 times bigger. Recovery will be over 80% and the cost to run the mine is under AUD\$100M a year, (should be about AUD\$80M.) This suggests a profit of 100-200M a year if nickel prices are mid-range. If Nickel goes up it is a bonus.

The Mill cost about AUD\$400,000 to build in 2008-9 and is excellent condition, operating now. Today of course it would cost a lot more to build.

We will reach 1.2 times name plate within 12 months and the market value of the project will exceed USD\$1B, which will increase with time.

**Upon completion of the transaction the issuer intends to file an SEC summary and will furnish OTC Markets with the entire docket of confidential documents for the verification of the incoming management.**

Additional updates will follow on a timely basis.

No Recommendations, Offerings, Advice, or Solicitation Nothing on this website should be construed as, and may not be used in connection with, an offer to sell, or a solicitation of an offer to buy or hold, an interest in any security or investment product. Investments in investment products managed or sponsored by HIRU Corporation or its affiliates, are available only to clients with whom HIRU Corporation has an existing relationship, and that are both "accredited investors" and "qualified purchasers," as such terms are defined under Federal Securities laws. Information about investing in funds managed by or affiliated with HIRU Corporation is only available in the form of Private Placement Memoranda and other offering documents which are provided to qualified prospective investors as defined under the Federal Securities laws. HIRU Corporation does not offer any investment products to the general public Forward-

**Looking Statements** This website contains certain statements, estimates and readers of this website are cautioned not to view forward-looking statements as actual results or place undue reliance on forward-looking statements.

**Forward-Looking Statements** This website contains certain statements, estimates and projections that are "forward-looking statements." All statements other than statements of historical fact on this website are forward looking statements and include statements and assumptions relating to: plans and objectives of management for future operations or economic performance; conclusions and projections about current and future economic and political trends and conditions; and targeted financial results and results of operations. These statements can generally be identified by the use of forward looking terminology including "may," "believe," "will," "expect," "anticipate," "estimate," "continue", "rankings," "intend," "outlook," "potential," or other similar words. HIRU Corporation does not make any guarantees, representations or warranties (express or implied) about the accuracy of such forward-looking statements. Forward-looking statements involve certain risks, uncertainties, and assumptions and other factors that are difficult to predict. Readers are cautioned that actual results of the investments referenced in this website could differ materially from forward-looking statements; and readers of this website are cautioned not to view forward-looking statements as actual results or place undue reliance on forward-looking statements.

# **EXHIBIT “C”**

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*Attorneys for Plaintiff America First Credit Union*

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

**IN AND FOR THE COUNTY OF MARICOPA**

AMERICA FIRST CREDIT UNION, a federally chartered credit union,

Case No. CV2023-012400

Plaintiff,

1

JOEL NATARIO AND JANE DOE  
NATARO, as husband and wife; KATHRYN  
GAVIN AND JOHN DOE GAVIN, as husband  
and wife; HIRU CORPORATION, a Georgia  
corporation; AZ CUSTOM BOTTLED  
WATER LLC, a Nevada limited liability  
company; SALOME WATER AND ICE LLC,  
a Nevada limited liability company; ABC  
ORGANIZATIONS I-X; JOHN DOES 1-3; and  
JANE DOES 4-6.

**PLAINTIFF'S FIRST SET OF DISCOVERY  
REQUESTS TO DEFENDANT JOEL  
NOTARIO**

(Tier 2)

The Honorable Sara J. Agne

## Defendants.

Pursuant to Arizona Rules of Civil Procedure 33, 34, and 36, Plaintiff America First Credit Union (“AFCU”) respectfully submits these written discovery requests to Defendant Joel Notario. AFCU hereby requests that Defendant Notario respond to these requests within 30 days as required by the Arizona Rules of Civil Procedure.

## INSTRUCTIONS

The following instructions and definitions apply to each of the discovery requests below and are deemed to be incorporated therein.

A. In responding to these discovery requests, you are required to furnish all information available to you or any of your representatives, employees, agents, servants or attorneys and to furnish all information that is in your possession or under your control or the possession or control of any of your representatives, employees, agents, servants or attorneys.

B. If you cannot respond to any of the following discovery requests in full, after exercising due diligence to secure the information requested therein, please so state and respond to the extent possible, specifying any inability to respond and stating whatever information at all you may have concerning the portion to which you have responded.

C. These discovery requests are deemed to continue so as to require a supplemental response if you obtain further information between the time your response is served and the time of trial. Your response to these discovery requests must be amended if you make additional or different contentions of fact which are not the same as those set forth in your response or if your response to any discovery request ceases to be a true or complete response between the time your response is served and the time of trial.

## DEFINITIONS

A.       “AFCU” means America First Credit Union, a federally chartered credit union doing business in the State of Arizona, and any entity or person acting or purporting to act on its behalf, including, without limitation, all present and former officers, directors, employees, agents, representatives, attorneys, or other persons.

B. "You" or "Your" means Joel Notario and any entity or person acting or purporting to act on his behalf, including, without limitation, all present and former employees, agents, representatives, attorneys, or other persons.

C. "Kathryn Gavin" means Kathryn Gavin and any entity or person acting or purporting to act on her behalf, including, without limitation, all present and former employees, agents, representatives, attorneys, or other persons.

1           D.     “Hiru Corporation” means Hiru Corporation, a Georgia corporation doing business in  
2 Maricopa County, Arizona, and any entity or person acting or purporting to act on its behalf,  
3 including, without limitation, all present and former officers, directors, employees, agents,  
4 representatives, attorneys, or other persons.

5           E.     “AZ Custom Bottled Water LLC” means AZ Custom Bottled Water LLC, a Nevada  
6 limited liability doing business in Maricopa County, Arizona, and any entity or person acting or  
7 purporting to act on its behalf, including, without limitation, all present and former officers,  
8 directors, employees, agents, representatives, attorneys, or other persons.

9           F.     “Salome Water And Ice LLC” means Salome Water And Ice LLC, a Nevada limited  
10 liability company doing business in Maricopa County, Arizona, and any entity or person acting or  
11 purporting to act on its behalf, including, without limitation, all present and former officers,  
12 directors, employees, agents, representatives, attorneys, or other persons.

13           G.     The “First Amended Complaint” or means the first amended complaint filed by  
14 AFCU in the Superior Court of the State of Arizona in and for the County of Maricopa on October  
15 19, 2023, Civil No. CV2023-012400.

16           H.     “Account No. 8292” means the joint checking deposit account of Joel Notario and  
17 Kathryn Gavin opened October 22, 2022 at a Tempe, Arizona branch of Plaintiff known as Account  
18 No. #xxxx.8292.

19           I.     “Account No. 5412” means the checking deposit account of Joel Notario opened on  
20 December 28, 2022, at a Tempe, Arizona branch of Plaintiff known as Account No. #xxxx.5412.

21           J.     “Account No. 5420” means the business checking deposit account opened by Salome  
22 Water And Ice LLC, through its Manager Joel Notario, on December 28, 2022, at a Tempe, Arizona  
23 branch of Plaintiff known as Account No. #xxxx:5420.

24           K.     “Deposit Accounts” means the Account Nos. 8292, 5412, and 5420, collectively.  
25

L. "Deposit Agreements" mean the terms and conditions of Plaintiffs Membership and Account Agreement, Truth-In-Savings Rate and Fee Schedule, Funds Availability Policy Disclosure, as amended from time-to time, executed by Joel Notario and Kathryn Gavin in connection with Account No. 8292 and Joel Notario in connection with Account No. 5412.

M. “Business Deposit Agreement” means the terms and conditions of Plaintiffs Membership and Account Agreement, Truth-In-Savings Rate And Fee Schedule, Funds Availability Policy Disclosure, as amended from time-to time, executed by Salome Water And Ice LLC, through its Manager, Joel Notario, in connection with Account No. 5420.

N. "Deposit Account Applications" means The Joint Account Application for Deposit Account No. 8292, Account Application For Deposit Account No. 5412 and Account Application For Deposit Account No. 5420 which provide that Defendants, as depositors, agreed that their Account Nos. 8292, 5412 and 5420 are governed by the terms and conditions of the Deposit Agreements for Account Nos. 8292 and 5412 and the Business Account Deposit Agreement for Account No. 5420.

O. The singular shall include the plural and the use of the masculine gender shall include the feminine gender, and vice versa, whenever the context reasonably allows or requires such construction.

P.        “And” and “or” mean “and/or” whenever the context reasonably allows such construction.

Ω. “Any” or “all” includes each and every.

R.       “Communication” includes all conversations, written, oral, or electronic, including meetings, memoranda, correspondence, conferences and any other means or manner by which information or knowledge is or was transmitted or conveyed to or received from others.

1       S.     “Concerning” when used with respect to a document, subject or fact means  
2 embodying, containing, evidencing, reflecting, pertaining to, relating to, regarding, reciting,  
3 recording, supporting, refuting or referring to.

4       T.     “Complaint” refers to the Complaint filed herein by Plaintiff.

5       U.     “Describe” and/or “state” means to set forth fully and unambiguously every fact  
6 relevant to the answer called for by the discovery request, of which you, your agents and  
7 representatives have knowledge.

8       V.     The term “document” or “documents” as used herein, shall mean originals and all  
9 copies, unless identical, of all forms of tangible expressions, including, without limitation, any  
10 written, printed, recorded, pictorial, graphic or photographic material, however produced or  
11 reproduced, formal or informal, whether for internal or external use, including, without limitation,  
12 correspondence, letters, memoranda, e-mail or other form of electronic communication, drafts,  
13 corporate minutes, diary or appointment book entries, telephone logs, telegrams, telexes, notes  
14 (including stenographic notes), minutes, reports, contracts, agreements, directives, instructions, court  
15 papers, graphic representations, lists of persons or things, books, pamphlets, manuscripts, canceled  
16 checks, mechanical and electronic sound recordings, charts, tapes, videotapes, microfilms,  
17 microfiche, indices, data sheets, data processing cards and tapes, statistical tables, memoranda made  
18 of any telephone communications and diagrams, accountant work papers, financial reports, tax  
19 returns and documents filed with regulatory bodies or government agencies.

20       W.     The word “identify” when used with respect to a person or persons means the  
21 following:

22           a.     If such person is an individual, you are to state the individual’s full name, his  
23 or her last known business and residence addresses, the name and address of his or her present  
24 employer, the nature of his or her current employment and his or her employment relationship, if  
25 any, to you;

b. If such person is not an individual, state the full name of the entity or organization, its present or last known address, each of its subsidiaries, and identify members.

X. The word "identify" when used with respect to a document or electronic communication, means that you are requested to state the following information:

a. The type of document or electronic communication (letter, e-mail, invoice, memorandum, brochure, pamphlet, manual, magazine, etc.);

b. The date and author of the document or electronic communication;

c. The contents of the document or electronic communication;

d. The identity of each and every person to whom the document or electronic communication (or a copy thereof) was sent or received;

e. The identity of each and every person having custody or control of the

original of the document purchase order, sales contract, lease, blue print, photograph, tape recording, transcription, note, or electronic communication (or any copy thereof);

f. The location of any file or files where the document or electronic

communication (or any copy thereof) is normally and/or presently kept and identify the custodian;

g. Whether you will voluntarily produce such a document or electronic

communication for inspection and copying; and

h. If the document or electronic communication has been destroyed, the

circumstances surrounding the destruction and the identity of each person who has knowledge of such circumstances.

Y. The term "identify" when used with respect to a communication, means that you are requested to state the following information:

a. The identity of the person who made each communication;

b The identity of each person to whom each communication was made:

c. The identity of each person who was present during each communication or received a copy of each communication; and

d. A complete description of the substance and content of the communication.

Z. "Person" means any natural person, firm, association, union, federation, partnership, joint venture, proprietorship, corporation, organization or other any other entity, unless the context indicates otherwise.

AA. "Relating to" and "relate to" shall be construed in their broadest sense and shall mean pertaining, describing, referring, evidencing, reflecting, discussing, showing, supporting, contradicting, refuting, constituting, embodying, containing, concerning, identifying, or in any way logically or factually connected with the matter discussed, either in whole or in part.

## **INTERROGATORIES**

**INTERROGATORY NO. 1:** Identify each person who supplied information used in responding to these Interrogatories.

**INTERROGATORY NO. 2:** Identify all documents and communications between You, Kathryn Gavin, Hiru Corporation, Salome Water and Ice LLC, and AZ Custom Bottled Water LLC related to Account Nos. 8292, 5412, and 5420.

**INTERROGATORY NO. 3:** Identify and explain the nature of Your relationship with the other Defendants, including without limitation, Kathryn Gavin, Hiru Corporation, Salome Water and Ice LLC, and AZ Custom Bottled Water LLC, and Jane Doe Notario (if married between October 2022-present).

**INTERROGATORY NO 4:** Identify all documents and communications demonstrating or relating to the negotiation, execution, and/or performance of any AFCU agreements related to Account Nos. 8292, 5212, and 5420, including without limitation, the Deposit Account Applications, the Deposit Agreements, and Business Deposit Agreement.

**INTERROGATORY NO. 5:** Identify and explain the facts and documents that support Your defenses related to the allegations asserted against you in First Amended Complaint regarding Account Nos. 8292, 5212, and 5420.

## **REQUESTS FOR PRODUCTION**

**REQUEST FOR PRODUCTION NO. 1:** Produce all documents and communications between You, Kathryn Gavin, Hiru Corporation, Salome Water and Ice LLC, and AZ Custom Bottled Water LLC related to Account Nos. 8292, 5412, and 5420.

**REQUEST FOR PRODUCTION NO. 2:** Produce all documents and communications related to Your Chase Bank Account(s) regarding checks payable to Account No. 8292.

**REQUEST FOR PRODUCTION NO. 3:** Produce all documents and communications related to the Chase Bank Accounts of Salome Water and Ice LLC and AZ Custom Bottled Water LLC regarding checks payable to Account Nos. 8292 and 5412.

**REQUEST FOR PRODUCTION NO. 4:** Produce all documents and communications related to Hiru Corporation's Chase Bank Account regarding checks payable to Account No. 5420.

## **REQUESTS FOR ADMISSION**

**REQUEST FOR ADMISSION NO. 1:** Admit that pursuant to the Deposit Account Applications for Deposit Account Nos. 8292, 5412, and 520, You agreed that the Accounts would be governed by the terms and conditions of the Deposit Agreements for Account Nos. 8292 and 5412 and the Business Account Deposit Agreement for Account No. 5420.

**REQUEST FOR ADMISSION NO. 2:** Admit that You have defaulted upon Your obligation under the Deposit Agreement to pay the Account No. 8292 Negative Account Balance in the amount of -\$811,034.73 to AFCU prior to expiration of the Compliance Deadline included in the Demand Letter for Account No. 8292.

**REQUEST FOR ADMISSION NO. 3:** Admit that You have defaulted upon Your obligation under the Deposit Agreement to pay the Account No. 5412 Negative Account Balance in

the amount of -\$1,957,693.20 to AFCU prior to expiration of the Compliance Deadline included in the Demand Letter for Account No. 5412.

**REQUEST FOR ADMISSION NO. 4:** Admit that You have defaulted upon Your obligation under the Deposit Agreement to pay the Account No. 5420 to pay the Account No. 5420 Negative Account Balance in the amount of -\$2,769,163.95 to AFCU prior to expiration of the Compliance Deadline included in the Demand Letter for Account No. 5420.

**REQUEST FOR ADMISSION NO. 5:** Admit that all times relevant to this action, You exercised control over Salome Water and Ice LLC, AZ Custom Bottled Water LLC, and Hiru Corporation.

DATED this 13th day of May, 2024.

## HOLLAND & HART LLP

/s/ Cory A. Talbot  
Cory A. Talbot  
(Arizona Bar No. 020702)  
Doyle S. Byers  
(Arizona Bar No. 022374)  
*Attorneys for Plaintiff*

31944825 v4

# **EXHIBIT “D”**

**ENTITY INFORMATION****ENTITY INFORMATION****Entity Name:**

SALOME WATER AND ICE LLC

**Entity Number:**

E12272812021-1

**Entity Type:**

Domestic Limited-Liability Company (86)

**Entity Status:**

Default

**Formation Date:**

02/09/2021

**NV Business ID:**

NV20212013427

**Termination Date:**

Perpetual

**Annual Report Due Date:**

2/28/2023

**Series LLC:****Restricted LLC:****REGISTERED AGENT INFORMATION**

**Name of Individual or Legal Entity:**

The Corporate Experts Limited

**Status:**

Active

**CRA Agent Entity Type:**

CRA - LIMITED-LIABILITY CORPORATION

**Registered Agent Type:**

Commercial Registered Agent

**NV Business ID:**

NV20181139686

**Office or Position:****Jurisdiction:**

NEVADA

**Street Address:**

9708 GILLESPIE STREET, SUITE 104, Las Vegas, NV, 89183, USA

**Mailing Address:****Individual with Authority to Act:**

Barry Michaels

**Fictitious Website or Domain Name:****OFFICER INFORMATION** **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
Manager	Joel Natario	10119 E Winter Sun Drive, Scottsdale, AZ, 85262, USA	11/21/2022	Active

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[Filing History](#) [Name History](#) [Mergers/Conversions](#)

8/14/23, 11:59 AM

SilverFlume Nevada's Business Portal to start/manage your business

[Return to Search](#)      [Return to Results](#)

# **EXHIBIT “E”**



## BUSINESS ACCOUNT APPLICATION AND ACCOUNT CARD

Date 12/28/2022

Account Number 5420

### ACCOUNT DESIGNATION INFORMATION

Select One of the Following

New Account  
 Designation of New Officers  
 Change of Name  
 Other

NAICS Code \_\_\_\_\_

Select an Entity Type

Sole Proprietorship (DBA Registrations)  
 LLC (Articles/Certificate of Organization)  
 Association of Members (Clubs, Troops, Leagues, etc.)

Corporation (Certified Articles of Incorporation)  
 Partnership (Partnership Agreement)  
 Other \_\_\_\_\_

What is the primary purpose or function of this business? WATER BOTTLING AND ICE DISTRIBUTION

### MEMBER BUSINESS ACCOUNT INFORMATION

Business Name SALOME WATER AND ICE LLC

1347  
SSN/TIN

4233  
Business Phone

E-mail \_\_\_\_\_

Physical (Street) Address of Business 6775 SPEEDWAY BLVD # M103

City LAS VEGAS State NV ZIP 89115

Mailing Address of Business  
(If different than physical address)

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

### ELIGIBILITY INFORMATION

The Business is Located within America First Credit Union's Field of Membership (see address above)  
 Each owner qualifies for membership under the Field of Membership (document eligibility in the Responsible Individual Information section)

THE UNDERSIGNED CERTIFY THAT THE BUSINESS IS ONE OF THE FOLLOWING: (1) LOCATED WITHIN THE CREDIT UNION'S FIELD OF MEMBERSHIP OR (2) ALL BUSINESS OWNERS OR ALL MEMBERS OF THE ORGANIZATION ARE ELIGIBLE FOR MEMBERSHIP.

**RESPONSIBLE INDIVIDUAL INFORMATION (OWNERS, OFFICERS, DIRECTORS, TRUSTEES, etc.)**

1	JOEL NATARIO Responsible Individual's Legal Name		Title/Position	
	SSN <b>0527</b>		Date of Birth <b>1971</b>	
	Phone <b>(813) 928-4025</b>	Cell _____	E-mail <b>[REDACTED]</b>	
	10119 E WINTER SUN DRIVE Street Address	SCOTTSDALE City	AZ State	85262 ZIP
	Mailing Address (If different than street address)		City	State
	Document Field of Membership Eligibility (Qualifying Name, Address, Account or Other) _____			
2	Responsible Individual's Legal Name		Title/Position	
	SSN _____		Date of Birth _____	
	Phone _____	Cell _____	E-mail _____	
	Street Address	City	State	ZIP
	Mailing Address (If different than street address)		City	State
	Document Field of Membership Eligibility (Qualifying Name, Address, Account or Other) _____			
3	Responsible Individual's Legal Name		Title/Position	
	SSN _____		Date of Birth _____	
	Phone <b>[REDACTED]</b>	Cell _____	E-mail _____	
	Street Address	City	State	ZIP
	Mailing Address (If different than street address)		City	State
	Document Field of Membership Eligibility (Qualifying Name, Address, Account or Other) _____			
4	Responsible Individual's Legal Name		Title/Position	
	SSN _____		Date of Birth _____	
	Phone _____	Cell _____	E-mail _____	
	Street Address	City	State	ZIP
	Mailing Address (If different than street address)		City	State
	Document Field of Membership Eligibility (Qualifying Name, Address, Account or Other) _____			

**RESPONSIBLE INDIVIDUAL INFORMATION (OWNERS, OFFICERS, DIRECTORS, TRUSTEES, etc.)****5****Responsible Individual's Legal Name****Title/Position**

SSN \_\_\_\_\_

Date of Birth \_\_\_\_\_

Phone \_\_\_\_\_

Cell \_\_\_\_\_

E-mail \_\_\_\_\_

**Street Address****City****State****ZIP****Mailing Address (if different than street address)****City****State****ZIP****Document Field of Membership Eligibility (Qualifying Name, Address, Account or Other)** \_\_\_\_\_**6****Responsible Individual's Legal Name****Title/Position**

SSN \_\_\_\_\_

Date of Birth \_\_\_\_\_

Phone \_\_\_\_\_

Cell \_\_\_\_\_

E-mail \_\_\_\_\_

**Street Address****City****State****ZIP****Mailing Address (if different than street address)****City****State****ZIP****Document Field of Membership Eligibility (Qualifying Name, Address, Account or Other)** \_\_\_\_\_**7****Responsible Individual's Legal Name****Title/Position**

SSN \_\_\_\_\_

Date of Birth \_\_\_\_\_

Phone \_\_\_\_\_

Cell \_\_\_\_\_

E-mail \_\_\_\_\_

**Street Address****City****State****ZIP****Mailing Address (if different than street address)****City****State****ZIP****Document Field of Membership Eligibility (Qualifying Name, Address, Account or Other)** \_\_\_\_\_**8****Responsible Individual's Legal Name****Title/Position**

SSN \_\_\_\_\_

Date of Birth \_\_\_\_\_

Phone \_\_\_\_\_

Cell \_\_\_\_\_

E-mail \_\_\_\_\_

**Street Address****City****State****ZIP****Mailing Address (if different than street address)****City****State****ZIP****Document Field of Membership Eligibility (Qualifying Name, Address, Account or Other)** \_\_\_\_\_

**AUTHORIZED SIGNERS**

Any of the persons named below are authorized to issue Payment Orders in the name of the account holder to be paid from this account. These Authorized Persons are granted the authority to perform any act which they deem advisable for the effective exercise of their power to issue Payment Orders. This Authorization remains effective until we receive and have reasonable opportunity to act on any written notice of revocation of authority. IF YOU DO NOT WISH TO DESIGNATE AUTHORIZED PERSONS, LEAVE THIS SECTION BLANK.

Authorized Person's Legal Name	Title/Position		
DOB	SSN/ITIN	Phone	Cell
Street Address			
Signature X	ID (Issuer/Type/No./Expires)		
Authorized Person's Legal Name	Title/Position		
DOB	SSN/ITIN	Phone	Cell
Street Address			
Signature X	ID (Issuer/Type/No./Expires)		
Authorized Person's Legal Name	Title/Position		
DOB	SSN/ITIN	Phone	Cell
Street Address			
Signature X	ID (Issuer/Type/No./Expires)		
Authorized Person's Legal Name	Title/Position		
DOB	SSN/ITIN	Phone	Cell
Street Address			
Signature X	ID (Issuer/Type/No./Expires)		

ALL RESPONSIBLE INDIVIDUALS MUST SIGN TO ADD AUTHORIZED SIGNERS. ANY ONE RESPONSIBLE INDIVIDUAL MAY SIGN TO REMOVE AUTHORIZED SIGNERS.

**SECURITY PROCEDURES**

The following Security Procedures are offered by America First Credit Union to verify all Payment Orders not received in person. We will follow the Security Procedure you select below (select only one):

**CALL BACK** - When we receive your Payment Orders, we will verify the orders by calling any of the persons listed below at the numbers you provide.

Name Joel Nastacio Phone 4025  
 Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Name \_\_\_\_\_ Phone \_\_\_\_\_

**SECURITY QUESTIONS** - When we receive your Payment Orders, we will verify the Authorized Person by asking questions not readily known to anyone but the Authorized Person. In order select this procedure, you must provide dates of birth and social security numbers for the Authorized Persons listed above.

**DECLINES SECURITY PROCEDURES**

In addition to any security procedure you select, we reserve the right to perform additional security measures we may deem necessary to address any risk associated with individual payment orders. We reserve this right to perform additional security measures even if we have not done so in the past for similar payment orders.

**AUTHORIZATION**

**Definitions:** In this Authorization, the words "you", "your", and "yours" mean the Account Owner that signs this Authorization. The word "account" means any account or accounts designated on this Authorization. The terms used in the Authorization have the meaning given to them in Article 4A of the Uniform Commercial Code.

**Account Owner Liability:** You agree to be bound by any Payment Order, whether or not authorized, issued in your name accepted by us in compliance with the Security Procedures chosen by you in this Authorization. The Authorization may not be changed by an oral authorization or by a course of dealing or custom.

**Security Procedures:** We will follow the Security Procedures identified in this Authorization. You agree that these procedures are commercially reasonable methods of verifying Payment Orders and other electronic funds transfers.

**Uniform Commercial Code Article 4A:** Any electronic funds transfers that we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to the provisions of this Authorization and the provisions of the Uniform Commercial Code.

**Notice:** Notice to any Account Owner is considered notice to all Account Owners.

**Authorization to Accept Payment Orders:** You authorize America First Credit Union to accept Payment Order requests from time to time in the manner authorized above in amounts to be specified in each request.

**Payment Orders:** Payment Orders include, but are not limited to, wire transfers, checks drawn on the account, ACH debits and credits, account transfers and cash and check withdrawals. Any of the above-named Persons are authorized to request Payment Orders in the name of the account owner to be paid from the authorized account identified above.

These Authorized Persons are granted the authority to perform any act which they deem advisable for the effective exercise of their power to issue Payment Orders. This Authorization remains effective until we receive and have reasonable opportunity to act on any written notice or revocation of authority. This is not the document that authorizes a Payment Order or other electronic funds transfer. We may require you to complete a separate document at the time of each payment order.

## BUSINESS ACCOUNT APPLICATION AND ACCOUNT CARD

**1. MEMBER BUSINESS/ACCOUNT OWNER.** The Member Business/Account Owner name in this document is the complete and correct name of the Member Business. If applicable, all registered assumed names under which the Member Business does business are noted. Each corporate officer, partner, member or trustee (as applicable) warrants that the Member Business has been duly formed and currently exists. The Member Business is solely responsible for conducting any background check on persons they designate to represent and act on their behalf, and they agree to indemnify and hold America First Credit Union harmless from the actions of Member Business agents and representatives.

**2. AUTHORIZED PARTIES.** The persons named as Responsible Individuals on this Business Account Application and Account Card are authorized to act on behalf of the Member Business with respect to accounts based upon the designated authority and Certificate of Authority set forth below.

- a. Responsible Individuals are vested with full authority to open and close accounts on behalf of the Member Business, add and remove Authorized Signers on behalf of the Member Business and transact any business of any nature on such accounts.
- b. Authorized Signers are vested with limited authority to transact any business on such accounts including the following, but may not make changes on or to the accounts:
  - Depositing, withdrawing and transferring funds into, out of, and between one or more accounts;
  - Signing drafts, checks and other orders for payment or withdrawal;
  - Issuing instructions regarding order for payment or withdrawal;
  - Endorsing any check, draft, share certificate and other instrument or order for payment owned or held by the Member Business;
  - Initiating ACH Transactions and Bank Wires; and
  - Receiving information of any nature about the account

**3. CERTIFICATE OF AUTHORITY**

- a. The Member Business and each Responsible Individual named on this Business Account Application and Account Card certifies and agrees that the Member Business accounts and services will be governed by the terms set forth in the Business Membership and Account Agreement and Business Account Application and Account Card, and the Rate and Fee Schedule as amended from time to time.
- b. America First Credit Union is directed to accept and pay without further inquiry, any item bearing the signature as indicated on the Business Account Application and Account Card drawn against any of the Member Business accounts. Any one Responsible individual or Authorized Signer is expressly authorized to endorse all items payable to or owned by the Member Business for deposit with or collection by America First Credit Union and to perform any other transaction permitted under the Agreement.
- c. The authority given to the Authorized Parties named on the Business Account Application and Account Card shall remain in full force until written notice of revocation or a new Business Account Application and Account Card is delivered to and received by America First Credit Union. Any such notice shall not affect any items in process at the time notice is given. The Member Business shall notify America First Credit Union of any change in the Member Business composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the Member Business and America First Credit Union.
- d. The Member Business and each Authorized Party signing the Business Account Application and Account Card agree to indemnify and hold harmless America First Credit Union.
- e. America First Credit Union shall have no duty to inquire as to the powers and duties of any Authorized Party and shall have no notice of any breach of fiduciary duties by any Authorized Party unless America First Credit Union has actual notice of wrongdoing.

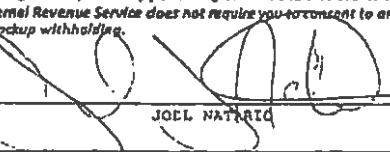
**4. LIABILITY.** The Member Business agrees that America First Credit Union shall not be liable for any losses due to the Member Business failure to notify the Credit Union of such changes. The Member Business and each Authorized Party signing the Business Account Application and Account Card agree to indemnify and hold America First Credit Union harmless of any claim or liability as a result of unauthorized acts of any Authorized Party or former Authorized Party upon which America First Credit Union relies prior to notice of any account change or change of Member Business.

**BACKUP WITHHOLDING AND TIN CERTIFICATION:** By signing below, each Member Business Account Owner certifies, under penalties of perjury, that (1) I am a U.S. person (including a U.S. resident alien), (2) the Social Security Number (SSN)/Tax Payer Identification Number (TIN) shown is my/the correct identification number and (3) I am NOT, unless designated below, subject to backup withholding because I have not been notified that I am subject to backup withholding as a result of a failure to report all dividends or interest, or because the IRS has notified me that I am no longer subject to backup withholding. This account is maintained in the US; therefore, FATCA reporting is not applicable.

I am subject to backup withholding    I am not a US Citizen or resident (Complete W-8 BEN)    Exempt-Payer Code   

**SIGNATURES:** By signing below, each Member Business Account Owner agrees to all terms contained in this Business Application and Account Card and agree the Member Business Account will be governed by the terms and conditions set forth in the Business Membership and Account Agreement, Funds Availability Policy, Privacy Policy, Electronic Funds Transfer Agreement and Rate and Fee Schedule and to any amendment the Credit Union makes from time to time which are incorporated herein. Each Member Business Account Owner acknowledges receipt and copy of the Agreement and Disclosures applicable to the accounts and services requested herein.

The Internal Revenue Service does not require you to consent to any provision of this Business Account Application and Account Card other than the certifications required to avoid backup withholding.

  
 JOEL NATALE  
 X \_\_\_\_\_  
 X \_\_\_\_\_

ID (Issuer/Type/No./Expires) 7268

ID (Issuer/Type/No./Expires) \_\_\_\_\_

**CERTIFICATION OF BUSINESS OWNERS**

**REQUIRED FEDERAL CERTIFICATION.** (The person opening a new account for a legal entity with America First Federal Credit Union must complete this certification pursuant to federal law). To help the government fight financial crime, federal law requires the Credit Union to obtain, verify and record information about the beneficial owners of legal entity members who own 25% or more of the legal entity. Legal entities can be abused to conceal involvement in terrorist financing, money laundering, tax evasion, corruption, fraud and other financial crimes. Requiring the disclosure of key individuals who ultimately own or control a legal entity (beneficial owners) helps law enforcement investigate and prosecute these types of crimes.

Check one:  New Account  Existing Account Update

**MEMBER INFORMATION**Date 12/28/2022Business Account Number 5420Name of Legal Entity for Which the Account is Being Opened SALOME WATER AND ICE LLC**RESPONSIBLE INDIVIDUAL INFORMATION**

Responsible Individual's Legal Name JOEL NATARIO Title Position \_\_\_\_\_  
 Street Address 10119 E WINTER SUN DRIVE, SCOTTSDALE, AZ 85262  
 100 0527 1971 7288  
 % Ownership SSN/TIN Date of Birth ID (Type, Issuer, Number, Expiration)

**BENEFICIAL OWNER(S) INFORMATION**

For Additional Accounts, previous information on file & current

1 Owner's Legal Name	<u>JOEL NATARIO</u>			Title Position _____
Street Address	<u>10119 E WINTER SUN DRIVE, SCOTTSDALE, AZ 85262</u>			
100	<u>0527</u>	1971	STATE ID, AZ <u>7288</u>	Present <input type="checkbox"/> Copy <input type="checkbox"/>
% Ownership	SSN/TIN	Date of Birth	ID (Type, Issuer, Number, Expiration)	
2 Owner's Legal Name				Title Position _____
Street Address				
% Ownership	SSN/TIN	Date of Birth	ID (Type, Issuer, Number, Expiration)	Present <input type="checkbox"/> Copy <input type="checkbox"/>
3 Owner's Legal Name				Title Position _____
Street Address				
% Ownership	SSN/TIN	Date of Birth	ID (Type, Issuer, Number, Expiration)	Present <input type="checkbox"/> Copy <input type="checkbox"/>
4 Owner's Legal Name				Title Position _____
Street Address				
% Ownership	SSN/TIN	Date of Birth	ID (Type, Issuer, Number, Expiration)	Present <input type="checkbox"/> Copy <input type="checkbox"/>

**CERTIFICATION**

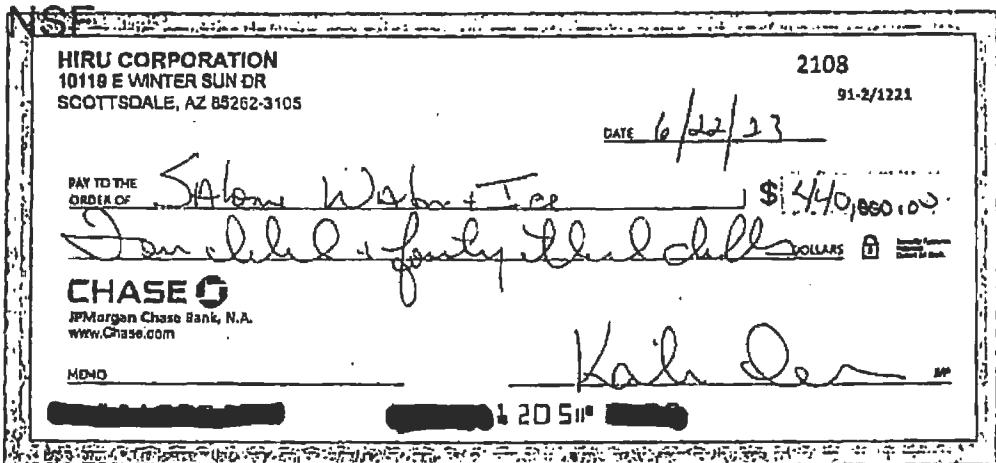
The Responsible Individual listed above certifies that all information regarding the Member, Responsible Individual and Beneficial Owners set forth above is true and complete and current as of the date above. Responsible Individual agrees to notify America First Credit Union of any changes in the information. America First Federal Credit Union is authorized to obtain a credit report of the Member, Responsible Individual and Beneficial Owners from any consumer reporting agency to support the Member's eligibility for the accounts and services requested.

Responsible Individual's Signature

America First Credit Union Witness Signature/Employee Number

SIGNATURES MUST BE NOTARIZED IF NOT WITNESSED BY AN AUTHORIZED AMERICA FIRST CREDIT UNION EMPLOYEE

# **EXHIBIT “F”**



ENDORSE HERE

*SA James W. Hunter*

CHECK HERE AFTER MOBILE REMOVE DEPOSIT

DATE 0622  
DO NOT WRITE STAMP OR SIGN  
BELOW THIS LINE  
RECEIVED

AFCU

2023

AMERICAN FEDERATION OF CREDIT UNIONS OF CALIFORNIA

NSF

HIRU CORPORATION 10119 E WINTER SUN DR SCOTTSDALE, AZ 85262-3105		2107 91-2/1221
PAY TO THE ORDER OF <u>Salem Wallace</u>		DATE <u>6/2/23</u>
<u>One hundred-fifty thousand dollars</u>		\$ <u>150,000.00</u>
		DOLLARS <u>150,000.00</u>
CHASE JPMorgan Chase Bank, N.A. www.Chase.com		
MEMO		<u>Karen O</u>
		<u>12050</u>

ENDORSE HERE

*Salem Water Inc.*

CHECK HERE AFTER SIGN ON REMOTE DEPOSITOR

GATE

DO NOT WRITE STAMP OR SIGN  
BELOW THIS LINE  
RECORDED ELECTRONICALLY

0622

2023

AF

NSF

HIRU CORPORATION  
10119 E WINTER SUN DR  
SCOTTSDALE, AZ 85262-3105

2106

91-21221

DATE 10/22/23

PAY TO THE  
ORDER OF System Water Ice \$160,000.00

One hundred + sixty thousand dollars DOLLARS

CHASE 

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

Kal De

120510



NSF

HIRU CORPORATION 10119 E WINTER SUN DR SCOTTSDALE, AZ 85262-3105	2105 91-2/1221
PAY TO THE DRAWER	DATE <u>6/22/23</u>
<u>Salon Wash + Tie</u>	
<u>Donald + Sandy the dolls</u>	
\$1,70,000.00 DOLLARS 	
CHASE JP Morgan Chase Bank, N.A. www.Chase.com	Kate Orr
MEMO	120511
[REDACTED]	

ENDORSE HERE

*S. Brown Walker*

CHECK MEIGE AFTER MOBILITY OR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN ANYTHING  
BELOW THIS LINE  
INQUIRIES: 1-800-333-1111

0622

2023

AFCU-1

NSF

HIRU CORPORATION 10119 E WINTER SUN DR SCOTTSDALE, AZ 85262-3105		2104 91-2/1221
PAY TO THE ORDER OF <u>Sabrina Webster-Jac</u>		DATE <u>6/21/23</u>
<u>Sabrina Webster-Jac</u>		\$ <u>\$780,000.00</u> DOLLARS <u>780,000.00</u>
CHASE  JPMorgan Chase Bank, N.A. www.Chase.com		
MEMO <u>Karen O</u>		
[REDACTED] 20510-2		

ENDORSE HERE

Sahome Water

622

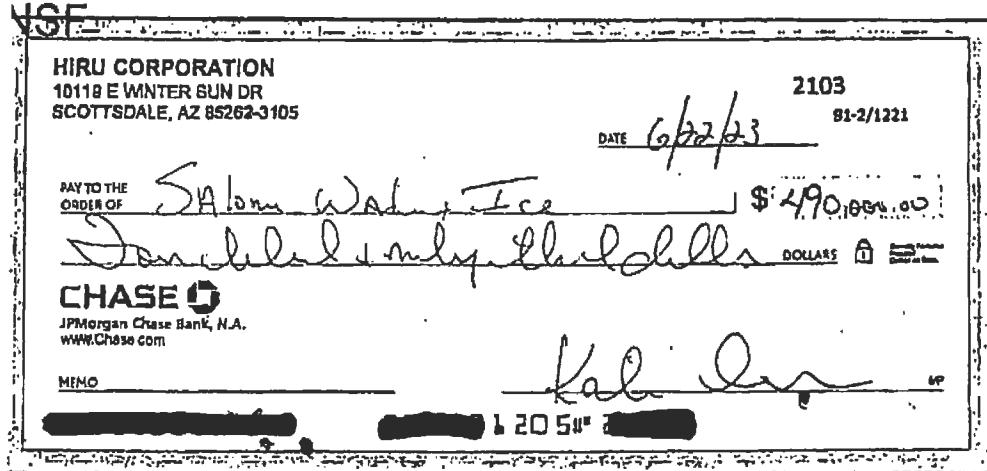
CHECK HERE AFTER ENDORSEMENT OR REMOTE DEPOSIT

DATE

DO NOT WRITE STAMP OR SIGN  
BELOW THIS LINE  
DO NOT SIGN  
BELOW THIS LINE

2023

AFCU



ENDORSE HERE

*Shawn Webster*

CHECK HERE AFTER LOAD OR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

DO NOT SIGN OR STAMP ON THIS LINE

0622

2023

AFCU

DO NOT WRITE, STAMP OR SIGN ON THIS LINE

# **EXHIBIT “G”**

**FOLKS HESS, PLLC**

**ATTORNEYS AT LAW**

1850 NORTH CENTRAL

SUITE 1140

PHOENIX, ARIZONA 85004

Telephone: (602) 256-5906

Faxsimile: (602) 256-9101

Larry O. Folks  
Direct Line: (602) 256-5906  
[folks@folkshess.com](mailto:folks@folkshess.com)

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE**

July 7, 2023

**VIA FIRST-CLASS MAIL, AND CERTIFIED MAIL  
--RETURN RECEIPT REQUESTED**

Joel Natario  
10119 East Winter Sun Drive  
Scottsdale, AZ 85262

AZ Custom Water LLC  
20510 East Sunset Court  
Queen Creek, AZ 85142  
Attn: Tim Campbell,  
Statutory Agent

AZ Custom Water LLC  
6775 Speedway Blvd Unit M103  
Las Vegas, NV 89115  
Attn: Joel Natario and Kathryn  
Gavin

Salome Water & Ice LLC  
6775 Speedway Blvd, Unit M103  
Las Vegas, NV 89115  
Attn: Joel Natario and Kathryn Gavin

AZ Custom Water LLC  
10119 East Winter Sun Drive  
Scottsdale, AZ 85262  
Attn: Joel Natario and Kathryn  
Gavin

Kathryn Gavin  
10119 East Winter Sun Drive  
Scottsdale, AZ 85262

Salome Water & Ice LLC  
P.O. Box 897  
Salome, AZ 85348  
Attn: Diane Marie Hill.  
Statutory Agent

Salome Water & Ice LLC  
9708 Gillespie Street, Suite 104  
Las Vegas, NV 89183  
The Corporate Experts Limited,  
Statutory Agent

AZ Custom Water LLC  
9708 Gillespie Street, Suite 104  
Las Vegas, NV 89183  
Attn: Joel Natario and Kathryn  
Gavin

Salome Water & Ice LLC  
10119 East Winter Sun Drive  
Scottsdale, AZ 85262  
Attn: Joel Natario and Kathryn  
Gavin

Salome Water & Ice LLC  
Joel Natario  
Kathryn Gavin  
AZ Custom Water LLC  
Hiru Corp.  
July 7, 2023  
Page 2

Hiru Corp.  
300 Colonial Center Parkway, Suite 100N  
Roswell, GA 30076  
Attn: Kathryn Gavin

Hiru Corp.  
10119 East Winter Sun Drive  
Scottsdale, AZ 85262  
Attn: Kathryn Gavin

## NOTICE OF DEFAULT UNDER DEPOSIT AGREEMENT

AND

## NOTICE PURSUANT TO A.R.S. § 12-671 OF DISHONOR AND NON-PAYMENT OF CHECKS UPON INSUFFICIENT FUNDS

Dear Salome Water And Ice LLC, Joel Natario, Kathryn Gavin, AZ Custom Water LLC and Hiru Corp.:

We represent America First Credit Union ("AFCU"). On December 28, 2022, you, Salome Water And Ice LLC, as account holder ("Account Holder"): (i) executed and delivered to AFCU a Business Account Application And Account Card (the "Account Application"); and (ii) agreed to be bound by the AFCU Business Membership And Account Agreement, Truth-In-Savings Rate And Fee Schedule, Funds Availability Policy Disclosure, as amended from time to time (the "Deposit Agreement") applicable to Account Holder's checking deposit account with AFCU known as Account No. #xxxx5420 (the "Checking Account").

### Notice Of Default Under Deposit Agreement

The Deposit Account Application provides that Account Holder has agreed that its Checking Account shall be governed by AFCU's Deposit Agreement. The Deposit Agreement provides that Account Holder shall reimburse AFCU for any item it may pay, or honor at your request, that causes Account Holder's Checking Account to be overdrawn.

This **final** notice is hereby given to Account Holder of its breach and default under the terms of the Deposit Agreement. In particular, the default has occurred due to Account Holder's failure to timely reimburse AFCU for certain items it has paid on its behalf upon insufficient funds which has caused your Checking Account to be overdrawn. Due to the Default, as of July 7, 2023, the Checking Account had a negative overdrawn balance of -\$2,769,163.95 (the "Negative Checking Account Balance"). As such, under the terms of the Deposit Agreement, Account Holder is immediately responsible for paying: (i) the entire Negative Checking Account Balance; (ii) interest which may accrue upon the Negative Checking Account Balance from and after July 7, 2023; and (iii) any and all attorney's fees and costs that AFCU may incur to collect said sums owing or otherwise enforce the terms of the Deposit Agreement.

Salome Water & Ice LLC  
Joel Natario  
Kathryn Gavin  
AZ Custom Water LLC  
Hiru Corp.  
July 7, 2023  
Page 3

**Notice Pursuant To A.R.S. § 12-671 Of Dishonor And Non-Payment Of Checks Upon Insufficient Funds**

In addition to Account Holder's Checking Account being overdrawn, we represent AFCU concerning collection of the following bad checks:

1. Check # 2108 in the amount of \$440,000.00 from Hiru Corp. drawn off of JP Morgan Chase Bank. This check was deposited into this business checking account on 6/22/2023 at the AFCU Tempe Branch;
2. Check # 2107 in the amount of \$450,000.00 from Hiru Corp. drawn off of JP Morgan Chase Bank. This check was deposited into business checking account on 6/22/2023 at the AFCU Tempe Branch;
3. Check # 2106 in the amount of \$460,000.00 from Hiru Corp. drawn off of JP Morgan Chase Bank. This check was deposited into business checking account on 6/22/2023 at the AFCU Tempe Branch;
4. Check # 2105 in the amount of \$470,000.00 from Hiru Corp. drawn off of JP Morgan Chase Bank. This check was deposited into business checking account on 6/22/2023 at the AFCU Tempe Branch;
5. Check # 2104 in the amount of \$480,000.00 from Hiru Corp. drawn off of JP Morgan Chase Bank. This check was deposited into business checking account on 6/22/2023 at the AFCU Tempe Branch; and
6. Check # 2103 in the amount of \$490,000.00 from Hiru Corp. drawn off of JP Morgan Chase Bank. This check was deposited into business checking account on 6/22/2023 at the AFCU Tempe Branch.

Checks Nos. #2108, 2107, 2106, 2015, 2014 and 2103 total \$2,790,000 (the "Bad Checks"). The Bad Checks were drawn on bank accounts for the above-listed entity held with JP Morgan Chase Bank, N.A. ("Chase Bank"), which, upon information and belief, are controlled by Joel Natario and/or Kathryn Gavin. Such Bad Checks have been dishonored by Chase Bank due to "insufficient funds".

Based upon the foregoing, AFCU hereby gives Account Holder and all other addressees to this demand letter notice that the Bad Checks have been dishonored and remain unpaid as is required by A.R.S. §12-671. This letter is also notice that AFCU intends to file a lawsuit to collect the Bad Checks which will seek "double damages" and an award of any attorneys' fees

Salome Water & Ice LLC

Joel Natario

Kathryn Gavin

AZ Custom Water LLC

Hiru Corp.

July 7, 2023

Page 4

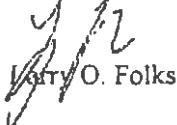
and costs incurred to prosecute the lawsuit as expressly authorized by Arizona law if the Bad Checks are not paid in full as demanded herein.

This **final** Notice is also hereby given by AFCU pursuant to A.R.S. § 12-671 to you, as Account Holder, and the other addressees of this demand letter of: (i) Chase Bank's dishonor and non-payment of the Bad Checks based upon "insufficient funds" on deposit in your insider entity's checking account maintained with Chase Bank upon which the Bad Checks were drawn; and (ii) AFCU's intention to file a collection lawsuit against you and any other required defendants in an amount of "double damages" of \$5,580,000 and to collect its attorneys' fees and costs that will be incurred to prosecute the collection lawsuit as is expressly authorized by Arizona law in the event that the Bad Checks are not paid in full.

In the event that Account Holder fails to resolve the Default under AFCU's Deposit Agreement by delivering a cashier's check to me at the address listed above made payable to AFCU in the amount of the Negative Checking Account Balance of -\$2,769,163.95, plus \$500.00 for attorneys' fees and costs for a total of \$2,769,663.95 on or before August 9, 2023, at 5:00 p.m. Mountain Standard Time (the "Compliance Deadline"), AFCU shall file a collection lawsuit in the Superior Court of Arizona against Account Holder and any other required defendants to collect the Negative Checking Account Balance and seeking "double damages" with respect to the Bad Checks and its attorneys' fees and costs incurred to prosecute the lawsuit.

Your contact at AFCU is Amy Sorensen, Legal Coordinator, at (801) 827-7865 and her mailing address of P.O. Box 9199, Ogden, UT 84409.

Sincerely,

  
Jerry O. Folks

LOF

Enclosures—FDCPA Verification Of Debt Notice

AFCU\_000104

Folks Hess, PLLC  
1850 N. Central Avenue, Phoenix, AZ 85004  
(602)-262-2265 from 8:30AM to 5:00PM MST, Monday to Friday

To: Salome Water & Ice LLC  
6775 Speedway Blvd., Unit M103  
Las Vegas, NV 89115  
Date of Letter: July 7, 2023  
Reference Number: xxxx5420

**The law firm of Folks Hess, PLLC is a debt collector. We are trying to collect a debt that you owe to AMERICA FIRST CREDIT UNION. We will use any information you give us to help collect the debt.**

#### **Our information shows:**

You have a deposit account with America First Credit Union  
Account number XXXX5420

As of 07/07/2023, you owed:	\$2,769,663.95
Between 07/07/2023 and today:	
You were charged this amount in interest:	+ \$ 0.00
You were charged this amount in fees:	+ \$ 0.00
You paid or were credited this amount toward the debt:	- \$ 0.00
<b>Total amount of the debt now: \$2,769,663.95</b>	

#### **How can you dispute the debt?**

- Call or write to us on or before August 16, 2023 to dispute all or part of the debt. If you do not, we will assume that our information is correct.
- If you write to us by August 16, 2023, we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents.

#### **What else can you do?**

- Write to ask for the name and address of the original creditor, if different from the current creditor. If you write by August 16, 2023, we must stop collection until we send you that information. You may use the form below or write to us without the form.
- Go to [www.cfpb.gov/debt-collection](http://www.cfpb.gov/debt-collection) to learn more about your rights under federal law. For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.

#### **How do you want to respond?**

Mail this form to:  
Folks Hess, PLLC  
1850 North Central Avenue  
Phoenix, AZ 85004

SALOME WATER & ICE LLC  
6775 Speedway Blvd, Unit M103  
Las Vegas, NV 89115

#### **Check all that apply:**

I want to dispute the debt because I think:

This is not my debt.  
 The amount is wrong.  
 Other (please describe on reverse or attach additional information).

I want you to send me the name and address of the original creditor.

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**Certified Mail Fee**

\$ 5  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (Handcopy) \$ \_\_\_\_\_  
 Return Receipt (Electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

**Postage**

\$ 10  
Salome Water & Ice LLC  
Attn: Joel Natario and Kathryn Gavin  
6775 Speedway Blvd, Unit M103  
Las Vegas, NV 89115

PS Form 3800 (April 2015) 847-0202-000207 See Reverse for Instructions

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 Return Receipt (Electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

\$ 10  
Salome Water & Ice LLC  
The Corporate Experts Limited,  
Statutory Agent  
9708 Gillespie Street, Suite 104  
Las Vegas, NV 89183

PS Form 3800 (April 2015) 847-0202-000207 See Reverse for Instructions

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 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

\$ 10  
AZ Custom Water LLC  
Attn: Joel Natario and Kathryn Gavin  
10119 East Winter Sun Driv  
Scottsdale, AZ 85262

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 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

**Postage**

\$ 10  
AZ Custom Water LLC  
Attn: Joel Natario and Kathryn Gavin  
6775 Speedway Blvd Unit M103  
City, State  
Las Vegas, NV 89115

PS Form 3800 (April 2015) 847-0202-000207 See Reverse for Instructions

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CERTIFIED MAIL® RECEIPT**

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**Certified Mail Fee**

\$ 5  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (Handcopy) \$ \_\_\_\_\_  
 Return Receipt (Electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

\$ 10  
Hiru Corp.  
Attn: Kathryn Gavin  
10119 East Winter Sun Drive  
Scottsdale, AZ 85262

PS Form 3800 (April 2015) 847-0202-000207 See Reverse for Instructions

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**Certified Mail Fee**

\$ 5  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (Handcopy) \$ \_\_\_\_\_  
 Return Receipt (Electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postmark  
Here

\$ 10  
Salome Water & Ice LLC  
Attn: Joel Natario and Kathryn Gavin  
10119 East Winter Sun Drive  
Scottsdale, AZ 85262

PS Form 3800 (April 2015) 847-0202-000207 See Reverse for Instructions

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**Certified Mail Fee**

**S**  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (Handcopy) \$   
 Return Receipt (Electronic) \$   
 Certified Mail Restricted Delivery \$   
 Adult Signature Required \$   
 Adult Signature Restricted Delivery \$

**Postage**

**S**  
Total Postage \$   
Sent To   
Street   
City  State

PS Form 3800 (April 2015) FSN 7800-02-900-9047 See Reverse for Instructions

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**Certified Mail Fee**

**S**  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (Handcopy) \$   
 Return Receipt (Electronic) \$   
 Certified Mail Restricted Delivery \$   
 Adult Signature Required \$   
 Adult Signature Restricted Delivery \$

**Postage**

**S**  
Total Postage \$   
Attn: Kathryn Gavin  
300 Colonial Center Parkway, Suite 100N  
Roswell, GA 30076  
City  State  Zip

PS Form 3800 (April 2015) FSN 7800-02-900-9047 See Reverse for Instructions

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**Certified Mail Fee**

**S**  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (Handcopy) \$   
 Return Receipt (Electronic) \$   
 Certified Mail Restricted Delivery \$   
 Adult Signature Required \$   
 Adult Signature Restricted Delivery \$

**Postage**

**S**  
Attn: AZ Custom Water LLC  
Statutory Agent  
20510 East Sunset Court  
Queen Creek, AZ 85142  
City  State  Zip

PS Form 3800 (April 2015) FSN 7800-02-900-9047 See Reverse for Instructions

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**Certified Mail Fee**

**S**  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (Handcopy) \$   
 Return Receipt (Electronic) \$   
 Certified Mail Restricted Delivery \$   
 Adult Signature Required \$   
 Adult Signature Restricted Delivery \$

**Postage**

**S**  
Attn: Joel Natario and Kathryn Gavin  
9708 Gillespie Street, Suite 104  
Las Vegas, NV 89183  
City  State  Zip

PS Form 3800 (April 2015) FSN 7800-02-900-9047 See Reverse for Instructions

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**Certified Mail Fee**

**S**  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (Handcopy) \$   
 Return Receipt (Electronic) \$   
 Certified Mail Restricted Delivery \$   
 Adult Signature Required \$   
 Adult Signature Restricted Delivery \$

**Postage**

**S**  
Total Postage \$   
Attn: Joel Natario  
10119 East Winter Sun Drive  
Scottsdale, AZ 85262  
City  State  Zip

PS Form 3800 (April 2015) FSN 7800-02-900-9047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (Handcopy) \$   
 Return Receipt (Electronic) \$   
 Certified Mail Restricted Delivery \$   
 Adult Signature Required \$   
 Adult Signature Restricted Delivery \$

**Postage**

**S**  
Attn: Salome Water & Ice LLC  
Statutory Agent  
P.O. Box 897  
Salome, AZ 85348  
City  State  Zip

PS Form 3800 (April 2015) FSN 7800-02-900-9047 See Reverse for Instructions

# **EXHIBIT “H”**



JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218 - 2051

June 01, 2023 through June 30, 2023

Account Number: 1205

00009058 DRE 601 212 18723 NNNNNNNNNN 1 000000000 D2 0000  
HIRU CORPORATION  
10119 E WINTER SUN DR  
SCOTTSDALE AZ 85262-3105

#### CUSTOMER SERVICE INFORMATION

Web site: [www.Chase.com](http://www.Chase.com)  
Service Center: 1-877-425-8100  
Para Espanol: 1-888-622-4273  
International Calls: 1-713-262-1679  
We accept operator relay calls



00090580401000000024

#### You now have more time to let us know about certain check errors on your account

In June we increased the timeframe for when you can make a claim for checks drawn on your account that have either been altered or that you did not authorize. You now have up to 60 days from when we make a statement available to make a claim on these items in order to be considered for reimbursement.

We've updated the **Safeguarding Your Information** section in our Deposit Account Agreement to reflect this change as well as provide additional information about our check claims process.

If you'd like a copy of the Deposit Account Agreement, please visit [chase.com/business/disclosures](http://chase.com/business/disclosures), visit a branch or call us at the number on this statement. We also accept operator relay calls.

#### CHECKING SUMMARY

Chase Platinum Business Checking

	INSTANCES	AMOUNT
<b>Beginning Balance</b>		<b>\$7,757.24</b>
Deposits and Additions	66	29,099,077.00
Checks Paid	69	-27,812,300.00
Electronic Withdrawals	8	-1,294,434.24
<b>Ending Balance</b>	<b>143</b>	<b>\$100.00</b>

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

**DEPOSITS AND ADDITIONS**

DATE	DESCRIPTION	AMOUNT
06/01	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0601L4B74L2C000148 Trn: 0760200152Ff	\$335,000.00
06/01	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0601L4B74L2C000150 Trn: 0761040152Ff	272,000.00
06/02	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0602L4B74L2C000117 Trn: 0569890153Ff	434,720.00
06/02	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0602L4B74L2C000119 Trn: 0572840153Ff	402,350.00
06/02	Online Transfer From Chk ...9777 Transaction#: 17519838153	605,000.00
06/05	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0605L4B74L2C000158 Trn: 0556390156Ff	391,500.00
06/05	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0605L4B74L2C000161 Trn: 0558300156Ff	389,750.00
06/05	Online Transfer From Chk ...9777 Transaction#: 17545030395	605,000.00
06/06	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0606L4B74L2C000087 Trn: 0414200157Ff	384,250.00
06/06	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0606L4B74L2C000090 Trn: 0415740157Ff	337,100.00
06/06	Online Transfer From Chk ...5683 Transaction#: 17553575223	745,000.00
06/07	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0607L4B74L2C000144 Trn: 0511690158Ff	438,744.00
06/07	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0607L4B74L2C000148 Trn: 0517850158Ff	335,312.00
06/07	Online Transfer From Chk ...5683 Transaction#: 17562054345	981,000.00
06/07	Online Transfer From Chk ...9777 Transaction#: 17562004460	121,000.00
06/08	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0608L4B74L2C000065 Trn: 0426910159Ff	447,323.00
06/08	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0608L4B74L2C000068 Trn: 0428350159Ff	329,660.00
06/08	Online Transfer From Chk ...2256 Transaction#: 17570370364	707,000.00
06/09	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0609L4B74L2C000179 Trn: 0711720160Ff	411,770.00

**DEPOSITS AND ADDITIONS***(continued)*

DATE	DESCRIPTION	AMOUNT
06/09	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0609L4B74L2C000181 Trn: 0713490160Ff	407,620.00
06/09	Online Transfer From Chk ...5683 Transaction#: 17582894280	434,000.00
06/09	Online Transfer From Chk ...9777 Transaction#: 17582884511	368,000.00
06/09	Online Transfer From Chk ...5683 Transaction#: 17583077168	320,000.00
06/12	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0612L4B74L2C000233 Trn: 0705680163Ff	445,201.00
06/12	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0612L4B74L2C000231 Trn: 0704020163Ff	405,102.00
06/12	Online Transfer From Chk ...2256 Transaction#: 17605531107	1,150,000.00
06/13	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0613L4B74L2C000130 Trn: 0598400164Ff	100,000.00
06/13	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0613L4B74L2C000132 Trn: 0600600164Ff	99,889.00
06/13	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0613L4B74L2C000133 Trn: 0602020164Ff	98,791.00
06/13	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0613L4B74L2C000134 Trn: 0603660164Ff	97,862.00
06/13	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0613L4B74L2C000136 Trn: 0604280164Ff	96,521.00
06/13	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0613L4B74L2C000137 Trn: 0605540164Ff	95,471.00
06/13	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0613L4B74L2C000140 Trn: 0607860164Ff	94,323.00
06/13	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0613L4B74L2C000141 Trn: 0609590164Ff	93,292.00
06/13	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0613L4B74L2C000143 Trn: 0612530164Ff	35,222.00
06/13	Online Transfer From Chk ...2256 Transaction#: 17613794239	1,170,000.00
06/14	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0614L4B74L2C000087 Trn: 0505430165Ff	401,702.00
06/14	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan Imad: 0614L4B74L2C000088 Trn: 0506360165Ff	398,633.00



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June 01, 2023 through June 30, 2023

Account Number: **1205****DEPOSITS AND ADDITIONS***(continued)*

DATE	DESCRIPTION	AMOUNT
06/14	Online Transfer From Chk ...2256 Transaction#: 17620892103	491,000.00
06/14	Online Transfer From Chk ...2256 Transaction#: 17620901541	190,000.00
06/15	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan lmad: 0615L4B74L2C000201 Trn: 0892230166Ff	491,750.00
06/15	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan lmad: 0615L4B74L2C000206 Trn: 0898310166Ff	412,640.00
06/15	Online Transfer From Chk ...9777 Transaction#: 17632566656	1,076,000.00
06/16	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan lmad: 0616L4B74L2C000132 Trn: 0621390167Ff	462,580.00
06/16	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan lmad: 0616L4B74L2C000136 Trn: 0623330167Ff	362,272.00
06/16	Online Transfer From Chk ...9777 Transaction#: 17643406551	801,000.00
06/16	Online Transfer From Chk ...2256 Transaction#: 17643405543	668,000.00
06/16	Online Transfer From Chk ...9777 Transaction#: 17643985347	177,500.00
06/20	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan lmad: 0620L4B74L2C000223 Trn: 0810840171Ff	436,232.00
06/20	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan lmad: 0620L4B74L2C000220 Trn: 0804770171Ff	397,300.00
06/20	Online Transfer From Chk ...2256 Transaction#: 17673675069	1,479,750.00
06/20	Online Transfer From Chk ...2256 Transaction#: 17673690881	351,000.00
06/20	Online Transfer From Chk ...5683 Transaction#: 17673707910	255,000.00
06/21	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan lmad: 0621L4B74L2C000139 Trn: 0541860172Ff	425,000.00
06/21	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan lmad: 0621L4B74L2C000141 Trn: 0543600172Ff	410,000.00
06/21	Online Transfer From Chk ...5683 Transaction#: 17681205178	1,276,000.00
06/21	Online Transfer From Chk ...2256 Transaction#: 17681273171	984,000.00
06/22	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan lmad: 0622L4B74L2C000128 Trn: 0666720173Ff	401,255.00
06/22	Fedwire Credit Via: America First Federal Credit Union/324377516 B/O: Joel Natario US Ref: Chase Nyc/Ctr/Bnf=Hiru Corporation Scottsdale AZ 85262-3105 US/Ac-0000 00007610 Rfb=O/B Amer First F Obi=L Oan lmad: 0622L4B74L2C000126 Trn: 0664980173Ff	397,440.00
06/22	Online Transfer From Chk ...9777 Transaction#: 17690971042	689,000.00
06/22	Online Transfer From Chk ...2256 Transaction#: 17690860102	486,000.00
06/22	Online Transfer From Chk ...2256 Transaction#: 17690799664	367,000.00
06/22	Online Transfer From Chk ...5683 Transaction#: 17690892527	277,000.00



June 01, 2023 through June 30, 2023

Account Number: **1205****DEPOSITS AND ADDITIONS***(continued)*

DATE	DESCRIPTION	AMOUNT
06/22	Online Transfer From Chk ...5683 Transaction#: 17690972317	169,000.00
06/22	Online Transfer From Chk ...5683 Transaction#: 17690902009	90,250.00
06/22	Online Transfer From Chk ...5683 Transaction#: 17690879031	90,000.00
<b>Total Deposits and Additions</b>		<b>\$29,099,077.00</b>

**CHECKS PAID**

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
1551 ^		06/02	\$490,000.00
1552 ^		06/02	485,000.00
1553 ^		06/02	480,000.00
1554 ^		06/05	471,000.00
1555 ^		06/05	461,000.00
1556 ^		06/05	451,000.00
1557 ^		06/06	499,000.00
1558 ^		06/06	489,000.00
1559 ^		06/06	479,000.00
1560 ^		06/07	498,000.00
1561 ^		06/07	488,000.00
1562 ^		06/07	478,000.00
1563 ^		06/08	495,000.00
1564 ^		06/08	494,000.00
1565 ^		06/08	493,000.00
1566 ^		06/09	487,000.00
1567 ^		06/09	483,000.00
1568 ^		06/12	481,000.00
1569 ^		06/09	478,000.00
1570 ^		06/09	472,000.00
1571 ^		06/12	471,000.00
1581 * ^		06/12	468,000.00
1582 ^		06/12	463,000.00
1583 ^		06/13	497,000.00
1584 ^		06/14	100,000.00
1585 ^		06/14	100,000.00
1586 ^		06/14	99,500.00
1587 ^		06/14	99,000.00
1588 ^		06/14	98,500.00
1589 ^		06/14	98,000.00
2094 * ^		06/21	496,000.00
2095 ^		06/21	494,000.00
2096 ^		06/21	493,000.00
2097 ^		06/22	499,000.00
2098 ^		06/22	498,500.00
2099 ^		06/22	498,000.00
2100 ^		06/22	489,000.00
2101 ^		06/22	488,500.00
2102 ^		06/22	480,000.00
2812 * ^		06/15	496,000.00
2813 ^		06/15	495,000.00
2814 ^		06/15	494,000.00

**SB1677360-F1**

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June 01, 2023 through June 30, 2023

Account Number: **1205****CHECKS PAID***(continued)*

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
2815 ^		06/15	497,000.00
2816 ^		06/16	497,000.00
2817 ^		06/16	495,000.00
2818 ^		06/16	494,000.00
2819 ^		06/16	493,000.00
2820 ^		06/16	492,000.00
2821 ^		06/20	499,500.00
2822 ^		06/20	498,500.00
2823 ^		06/20	497,500.00
2824 ^		06/20	496,500.00
2825 ^		06/20	475,000.00
2826 ^		06/20	450,000.00
2827 ^		06/21	498,500.00
2828 ^		06/21	495,000.00
2829 ^		06/21	497,500.00
2830 ^		06/13	496,000.00
2831 ^		06/13	495,000.00
2832 ^		06/13	494,000.00
2833 ^		06/14	97,500.00
2834 ^		06/14	97,000.00
2835 ^		06/14	96,500.00
2836 ^		06/14	98,750.00
2837 ^		06/14	98,250.00
2838 ^		06/14	98,150.00
2839 ^		06/14	99,750.00
2840 ^		06/14	99,250.00
2841 ^		06/14	99,150.00
<b>Total Checks Paid</b>			<b>\$27,812,300.00</b>

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

\* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.

**ELECTRONIC WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
06/01	06/01 Online Transfer To Chk ... 3372 Transaction#: 17505538491	\$600,000.00
06/07	06/07 Online Transfer To Chk ... 5863 Transaction#: 17562133543	415,750.00
06/08	06/08 Online Transfer To Chk ... 5863 Transaction#: 17570562664	2,500.00
06/12	06/12 Online Transfer To Chk ... 3372 Transaction#: 17605518394	138,000.00
06/21	06/21 Online Transfer To Chk ... 3372 Transaction#: 17682074447	120,000.00
06/22	06/22 Online Transfer To Chk ... 3372 Transaction#: 17691188596	16,000.00
06/26	06/24 Online Transfer To Chk ... 3372 Transaction#: 17706924391	2,000.00
06/26	06/25 Online Transfer To Chk ... 3372 Transaction#: 17718572940	184.24
<b>Total Electronic Withdrawals</b>		<b>\$1,294,434.24</b>



June 01, 2023 through June 30, 2023

Account Number: 1205

## DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
06/01	\$14,757.24	06/09	21,606.24	06/16	1,057.24
06/02	1,827.24	06/12	909.24	06/20	3,339.24
06/05	5,077.24	06/13	280.24	06/21	4,339.24
06/06	4,427.24	06/14	2,315.24	06/22	2,284.24
06/07	733.24	06/15	705.24	06/26	100.00
06/08	216.24				

## SERVICE CHARGE SUMMARY

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
<b>Total Service Charges</b>	<b>\$0.00</b>

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

Call us at 1-866-564-2262 or write us at the address on the front of this statement immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

**For personal accounts only:** We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**For business accounts,** see your deposit account agreement or other applicable agreements that govern your account for details.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC FUNDS TRANSFERS:** Contact us immediately if your statement is incorrect or if you need more information about any non-electronic funds transfers on this statement. For more details, see your deposit account agreement or other applicable agreements that govern your account.

JPMorgan Chase Bank, N.A. Member FDIC



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June 01, 2023 through June 30, 2023

Account Number: XXXXXXXXXX **1205**

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JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218 - 2051

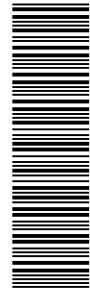
July 01, 2023 through July 31, 2023

Account Number: **1205**

#### CUSTOMER SERVICE INFORMATION

Web site: [www.Chase.com](http://www.Chase.com)  
Service Center: **1-877-425-8100**  
Para Espanol: **1-888-622-4273**  
International Calls: **1-713-262-1679**  
We accept operator relay calls

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HIRU CORPORATION  
10119 E WINTER SUN DR  
SCOTTSDALE AZ 85262-3105



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#### We're discontinuing Text Banking

Starting on October 15, 2023, we'll no longer offer our Text Banking service. This change doesn't affect any Account Alerts you receive by text. There are other ways you can manage your account from your mobile phone or computer.

Access your accounts with the Chase Mobile® app<sup>1</sup> and on [chase.com](http://chase.com), where you can:

- View your transactions, transfer money and make payments.
- Sign up for Account Alerts — get alerts about your balance, spending and more. Choose the alerts you want in **Profile and Settings**.

If you have questions, please call the number on this statement. We accept operator relay calls.

<sup>1</sup>Chase Mobile® app is available for select mobile devices. Message and data rates may apply.

#### CHECKING SUMMARY

Chase Platinum Business Checking

	INSTANCES	AMOUNT
<b>Beginning Balance</b>		<b>\$100.00</b>
Electronic Withdrawals	1	-95.00
<b>Ending Balance</b>	<b>1</b>	<b>\$5.00</b>

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

#### ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
07/26	Zelle Payment To Antonio Wood Guy 17993603953	\$95.00
<b>Total Electronic Withdrawals</b>		<b>\$95.00</b>

**SB1677360-F1**

Page 1 of 2

**357**

# **EXHIBIT “I”**

1 Cory A. Talbot (Arizona Bar No. 020702)  
2 Doyle S. Byers (Arizona Bar No. 022374)  
3 HOLLAND & HART LLP  
4 222 S. Main Street, Suite 2200  
5 Salt Lake City, Utah 84101  
Telephone: (801) 799-5800  
dsbyers@hollandhart.com  
catalbot@hollandhart.com  
Attorneys for Plaintiff

6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

7 **IN AND FOR THE COUNTY OF MARICOPA**

8 AMERICA FIRST CREDIT UNION, a federally  
9 chartered credit union,

Case No. CV2023-012400

10 Plaintiff,

11 v.

12 JOEL NATARIO AND JANE DOE  
13 NATARIO, as husband and wife; KATHRYN  
14 GAVIN AND JOHN DOE GAVIN, as husband  
15 and wife; HIRU CORPORATION, a Georgia  
corporation; AZ CUSTOM BOTTLED  
16 WATER LLC, a Nevada limited liability  
company; SALOME WATER AND ICE LLC,  
a Nevada limited liability company; ABC  
ORGANIZATIONS I-X; JOHN DOES 1-3; and  
JANE DOES 4-6,

17 Defendants.

18 **SECOND AMENDED NOTICE OF RULE  
30(b)(6) DEPOSITION OF HIRU  
CORPORATION AND DEPOSITION OF  
IRINA VESELINOVIC**

19 (Tier 2)

20 The Honorable Sara J. Agne

21 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

22 PLEASE TAKE NOTICE that in accordance with Rules 26 and 30(b)(6) of the Arizona  
23 Rules of Civil Procedure, joint testimony will be taken upon oral examination of **Hiru Corporation**  
24 and **Irina Veselinovic** on the **6th day of December 2024, at 9 a.m. MT** via remote video  
25 conferencing. The deposition will continue until completed. The deposition shall be taken under oath  
before a notary public and shall be recorded stenographically and/or through video and audio  
recording.

1

**DEFINITIONS**

2

3 Unless otherwise provided, the terms set forth below are defined as follows for purpose of  
4 this Notice of Rule 30(b)(6) Deposition of Hiru:

5       1.     “America First” means America First Credit Union, a federally chartered credit union  
6 doing business in the State of Arizona, and any entity or person acting or purporting to act on its  
7 behalf, including, without limitation, all present and former officers, directors, employees, agents,  
8 representatives, attorneys, or other persons.

9       2.     “You” or “Your” means Hiru Corporation, a Georgia corporation doing business in  
10 Maricopa County, Arizona, and any entity or person acting or purporting to act on its behalf,  
11 including, without limitation, all present and former officers, directors, employees, agents,  
12 representatives, attorneys, or other persons, and including any parent company, subsidiary, or  
affiliate thereof.

13       3.     “Natario” means Joel Natario and any entity or person acting or purporting to act on  
14 his behalf, including, without limitation, all present and former employees, agents, representatives,  
15 attorneys, or other persons.

16       4.     “Gavin” means Kathryn Gavin and any entity or person acting or purporting to act on  
17 her behalf, including, without limitation, all present and former employees, agents, representatives,  
18 attorneys, or other persons.

19       5.     “AZ Custom Bottled Water” means AZ Custom Bottled Water LLC, a Nevada  
20 limited liability company doing business in Maricopa County, Arizona, and any entity or person  
21 acting or purporting to act on its behalf, including, without limitation, all present and former officers,  
22 directors, employees, agents, representatives, attorneys, or other persons, and including any parent  
23 company, subsidiary, or affiliate thereof.

24       6.     “Salome” means Salome Water and Ice LLC, a Nevada limited liability company  
25 doing business in Maricopa County, Arizona, and any entity or person acting or purporting to act on

1 its behalf, including, without limitation, all present and former officers, directors, employees, agents,  
2 representatives, attorneys, or other persons and including any parent company, subsidiary, or affiliate  
3 thereof.

4 7. “Bayern” means Bayern Industries, LLC, a Georgia limited liability company, and  
5 any entity or person acting or purporting to act on its behalf, including, without limitation, all present  
6 and former officers, directors, employees, agents, representatives, attorneys, or other persons and  
7 including any parent company, subsidiary, or affiliate thereof.

8 8. The “First Amended Complaint” means the First Amended Complaint filed by  
9 America First in the Superior Court of the State of Arizona in and for the County of Maricopa on  
10 October 19, 2023, Civil No. CV2023-012400.

11 9. “Account No. 8292” means the joint checking deposit account of Notario and Gavin  
12 opened October 22, 2022, at a branch of America First, known as Account No. #xxxx.8292.

13 10. “Account No. 5412” means the checking deposit account of Joel Notario opened on  
14 December 28, 2022, at a branch of America First known, as Account No. #xxxx.5412.

15 11. “Account No. 5420” means the business checking deposit account opened by Salome,  
16 through its Manager Notario, on December 28, 2022, at a branch of America First, known as  
17 Account No. #xxxx:5420.

18 12. “Deposit Accounts” means the Account Nos. 8292, 5412, and 5420, collectively.

19 13. “Deposit Agreements” means the terms and conditions of America First’s  
20 Membership and Account Agreement, Truth-In-Savings Rate and Fee Schedule, Funds Availability  
21 Policy Disclosure, as amended from time to time, executed by Notario and Gavin in connection with  
22 Account No. 8292 and Joel Notario in connection with Account No. 5412.

23 14. “Business Deposit Agreement” means the terms and conditions of America First’s  
24 Membership and Account Agreement, Truth-In-Savings Rate and Fee Schedule, Funds Availability  
25

1 Policy Disclosure, as amended from time to time, executed by Salome, through its Manager,  
2 Notario, in connection with Account No. 5420.

3       15. “Deposit Account Applications” means The Joint Account Application for Deposit  
4 Account No. 8292, Account Application for Deposit Account No. 5412 and Account Application for  
5 Deposit Account No. 5420 which provide that Defendants, as depositors, agreed that their Account  
6 Nos. 8292, 5412 and 5420 are governed by the terms and conditions of the Deposit Agreements for  
7 Account Nos. 8292 and 5412 and the Business Account Deposit Agreement for Account No. 5420.

8       16. “Bad Checks” means Check Nos. 2103, 2104, 2105, 2106, 2107, and 2108 that were  
9 drawn on bank accounts for Hiru held with JP Chase Bank, N.A. (“Chase Bank”), which totaled  
10 \$2,790,000.

11       17. The terms “communications” and “communicated” shall mean any written or oral  
12 expression, statement, or utterance of any nature whatsoever, including, but not limited to,  
13 correspondence, conversations, telecommunications, emails, text messages, SMS text messages,  
14 iMessages, instant messaging, social media posts, social media messaging, Facebook posts or  
15 messages, Snapchats, audio recordings, voice memos, video posts, tweets, blogs, and other forms of  
16 electronic communications.

17       18. The terms “person” and “persons” include not only natural persons, but also, without  
18 limitation, firms, partnerships, associations, corporations, governmental agencies, and other legal  
19 entities, and divisions, departments, or other units thereof, including any directors, officers,  
20 employees, and agents thereof.

21       19. The terms “relates to,” “related to,” “relating to,” and “in relation to” are used in their  
22 broadest sense and mean to discuss, involve, reflect, deal with, consist of, refer to, represent,  
23 constitute, emanate from, be directed at, or in any way pertaining, in whole or in part, to the subject.

24       20. The terms “and” and “or,” as used herein, shall be construed both conjunctively and  
25 disjunctively, and each shall include the other as necessary to call for the broadest possible response.

1       21. The singular of any term shall include the plural of that term, and the plural shall  
2 include the singular.  
3

4       **MATTERS ON WHICH QUESTIONING IS REQUESTED**  
5

6       America First directs Hiru to designate one or more officers, directors, managing agents, or  
7 other persons to testify on behalf of Hiru with knowledge of the topics identified as follows:  
8

9       1. Your formation, ownership, employees, business purpose, and business structure  
10 from March 2021 through the present, including without limitation, articles of incorporation, articles  
11 of organization, operating agreement, bylaws, government filing documents, etc.  
12

13       2. Your relationship with Salome, AZ Custom Bottled Water, and Bayern, including  
14 without limitation the existence of common officers, Your financing of any of these entities and/or  
15 financing You have received from any of these entities, Your payment of their salaries and other  
16 expenses, Your involvement in the management and activities of these entities from March 2021  
17 through the present, and the nature and circumstances that gave rise to a lease and/or secured loan  
18 relationship with any of these entities.  
19

20       3. Your relationship with Gavin and Natario from March 2021 through the present.  
21

22       4. Your communications with Gavin, Natario, Salome, and AZ Custom Bottled Water,  
23 or other persons related to Account Nos. 8292, 5412, and 5420 from March 2021 through the  
24 present.  
25

19       5. Your Chase Bank Account(s) history including, but not limited to account balance(s),  
20 deposits, withdrawals, purchases, payments, fees, or any other financial transactions that have taken  
21 place from March 2021 through the present.  
22

23       6. Your Chase Bank Account(s) regarding checks payable to Account No. 5420,  
24 including without limitation, copies of these checks, your Chase Bank account(s) balance at the time  
25 that these checks were drawn, and any communications relating to these checks.  
26

1  
6. Your lease/and or secured loan relationship with Bayern, including but not limited to  
2 any UCC filings, business financial statements, tax returns, business plans, business collateral,  
3 appraisal information, security agreements, etc.

4  
7. Your defenses and crossclaims related to the allegations asserted in the First  
5 Amended Complaint regarding Account Nos. 8292, 5212, and 5420.

6 DATED this 2nd day of December, 2024.

7 HOLLAND & HART LLP

8 /s/ Cory A. Talbot  
9 Cory A. Talbot (Arizona Bar No. 020702)  
10 Doyle S. Byers (Arizona Bar No. 022374)  
11 *Attorneys for Plaintiff*

12 A COPY of the foregoing was served via e-mail,  
13 this 2nd day of December, 2024, to:

14 Frederick C. Bauman  
15 Bauman Law Firm  
16 6440 Sky Pointe Drive, Suite 140-149  
17 Las Vegas, NV 89131  
18 fred@lawbauman.com  
19 *Attorney for Defendant Hiru Corporation*  
20 fred@lawbauman.com

21 THE FOREGOING DOCUMENT was served via U.S. Mail,  
22 postage prepaid, this 2nd day of December 2024, to:

23 Frederick C. Bauman  
24 Bauman Law Firm  
25 6440 Sky Pointe Drive, Suite 140-149  
Las Vegas, NV 89131  
*Attorney for Defendant Hiru Corporation*

Joel Nataro  
13835 N. Tatum Boulevard, Suite 9 467  
Phoenix, AZ 85032  
*Defendant pro se*

By: /s/Cory A. Talbot

# **EXHIBIT “J”**

1                   IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
2                   IN AND FOR THE COUNTY OF MARICOPA  
3  
4

5                   AMERICA FIRST CREDIT  
6                   UNION, a federally  
7                   chartered credit union,  
8                   Plaintiff,

9                   vs.

10                  JOEL NATARIO AND JANE  
11                  INSTITUTE OF UTAH, INC.;  
12                  DOE NATARIO, as  
13                  husband and wife;  
14                  KATHRYN GAVIN AND JOHN  
15                  DOE GAVIN, as husband  
16                  and wife; HIRU  
17                  CORPORATION, a Georgia  
18                  corporation; AZ CUSTOM  
19                  BOTTLED WATER, LLC, a  
20                  Nevada limited liability  
21                  company; SALOME WATER  
22                  AND ICE, LLC, a Nevada  
23                  limited liability  
24                  company; ABC  
25                  ORGANIZATIONS I-X; JOHN  
                        DOES 1-3; and JANE  
                        DOES 4-6,

Case No. CV2023-012400  
DEPOSITION OF:  
H.E. SHEIKH KHALID  
NASSER AL-THANI

18                  Defendants.

19  
20                  Monday - February 24, 2025  
21

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<p>1 BY MR. BYERS:</p> <p>2 Q. Can you please state your full name and spell it 3 for the record?</p> <p>4 A. My first name is Khalid, K-h-a-l-i-d. Middle 5 name Nasser, N-a-s-s-e-r. Last name Al-Thani, A-l 6 dash T-h-a-n-i.</p> <p>7 Q. And I'll do my best with the pronunciation. I 8 apologize. But, is it Khalid?</p> <p>9 A. Yes.</p> <p>10 Q. And may I call you Khalid throughout the 11 proceeding today?</p> <p>12 A. My prefix is Sheikh.</p> <p>13 Q. Sheikh. Okay. I will call you Sheikh, then.</p> <p>14 Okay. So, you've just been put --</p> <p>15 Have you ever been deposed before in a 16 proceeding in the United States?</p> <p>17 A. No. Never.</p> <p>18 Q. Okay. Do you know what it means to be under 19 oath?</p> <p>20 A. Yes. I understand.</p> <p>21 Q. And do you understand that if you were to 22 testify untruthfully, you could be subject to 23 penalties of perjury?</p> <p>24 A. I understand.</p> <p>25 Q. All right. Tell us, what is your role with</p>	<p>1 important that we do our best not to talk over each 2 other. And so, I will try not to talk over you when 3 you're giving an answer, and I'll ask that you not 4 talk over me when I am asking the question. Allow me 5 to finish first, before you begin answering so that 6 she's able to capture everything that we say.</p> <p>7 Is there any reason that you would not be able 8 to testify truthfully today?</p> <p>9 A. There is no reason, no.</p> <p>10 Q. All right. Are you on any medications or 11 anything like that that would impair your ability to 12 testify truthfully?</p> <p>13 A. I am not.</p> <p>14 Q. All right. I will do my best to ask clear 15 questions. If you don't understand the question, 16 I'll ask you to let me know that so that I can do a 17 better job of clarifying what I'm asking. Does that 18 sound fair?</p> <p>19 A. Yes.</p> <p>20 Q. And if you go ahead and answer the question that 21 I've asked, I will assume that you've understood it.</p> <p>22 Is that fair?</p> <p>23 A. That's fair.</p> <p>24 Q. Okay. The other thing that's important to 25 remember. You know, in natural conversation, we</p>
<p>Page 6</p> <p>1 Hiru?</p> <p>2 A. Currently, I'm the chairman and CEO.</p> <p>3 Q. And how long have you been in that role?</p> <p>4 A. It's been about a few months now. Less than a 5 year.</p> <p>6 Q. Do you recall the date that you became the 7 chairman and CEO?</p> <p>8 A. I can't because the process is unfamiliar to me.</p> <p>9 And we've done it several times. And I had to 10 authenticate my identity, and I resubmitted, I think, 11 three or four times. I don't know which one is the 12 correct one. But, I've been assisted a lot.</p> <p>13 So, I can't give you the exact date, but it's 14 been a --</p> <p>15 MR. BAUMAN: I would urge you not to speculate 16 on when it was. If you don't remember, just say you 17 don't remember.</p> <p>18 THE WITNESS: I don't know.</p> <p>19 BY MR. BYERS:</p> <p>20 Q. All right. Well, let me talk to you a little 21 bit about a deposition and the process that we'll go 22 through here today.</p> <p>23 We have a court reporter, Karen, who you can see 24 on the screen, and she is trying to capture 25 everything that both of us will say. And so, it's</p>	<p>Page 8</p> <p>1 often say uh-huh and we shake our head and things 2 like that in conversation. But, again, because we're 3 trying to capture all of the responses on a 4 transcript, it's important that we answer "yes" or 5 "no" and with clear audible answers. Do you 6 understand that?</p> <p>7 A. I understand.</p> <p>8 Q. All right. I am going to share exhibits 9 throughout the day and I'll share my screen so that 10 you can see them on the screen. If at any point you 11 need me to expand it or make it so that you can see 12 it better in some way, please just let me know.</p> <p>13 I'm gonna start with what we will mark as 14 Exhibit 1.</p> <p>15 [Document shared/scrolled on screen]</p> <p>16 Okay. Hang on one second here.</p> <p>17 Okay. You should see on the screen a document.</p> <p>18 I think you could see my cursor, too. But, I'm 19 pointing to a Second Amended Notice of Rule 30(b)(6)</p> <p>20 Deposition of Hiru Corporation.</p> <p>21 Is that what you see?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Have you seen this document before?</p> <p>24 A. I have not.</p> <p>25 Q. Okay. This is the notice of the deposition for</p>

30(b)(6) Hiru Corporation - February 24, 2025

<p>1 today for Hiru. And I'll represent to you it was 2 served in January on counsel for Hiru. 3 And it identifies the subjects for which we're 4 asking you to answer questions today. 5 And so, if you look under here, it says: 6 "Matters On Which Questioning" will be requested -- 7 or "Is Requested." 8 You have not reviewed any of these issues that 9 are listed here? 10 A. I have not. 11 Q. Okay. Tell me. What did you do to prepare for 12 the deposition today? 13 A. Nothing. I was notified yesterday. 14 Q. Okay. So, you have not reviewed any of the 15 subjects that are listed here. Is that correct? 16 A. That's correct. 17 Q. And you have not reviewed any documents or any 18 company records or anything like that to prepare to 19 testify as to each of these subjects. Is that right? 20 A. Nothing whatsoever. 21 Q. Okay. I think it would be helpful to go through 22 each one and just confirm further. 23 The first one here says that -- when it defines 24 "your," it's talking about Hiru, the company. 25 And it says: "Your formation, ownership,</p>	<p>1 other expenses, your involvement in the management 2 and activities of these entities from March 2021 3 through the present, and the nature and circumstances 4 that gave rise to a lease and/or secured loan 5 relationship with any of these entities." 6 Did I read that correctly? 7 A. Yes. 8 Q. And just to confirm again, you have not done 9 anything to prepare to speak to the subject matter of 10 paragraph 2 here. Correct? 11 A. That's correct. 12 Q. And do you believe that you have any knowledge 13 today to be able to speak to the issues listed in 14 number 2? 15 A. No. I don't know anything or anyone listed. 16 Q. Okay. 17 A. I don't know what this is. 18 Q. Okay. Number 3 says: "Your relationship with 19 Gavin and Natario from March 2021 through the 20 present." 21 Do you know who Gavin or Natario is or -- do you 22 know who those individuals are? 23 A. No. 24 Q. Okay. And you've done nothing to prepare for 25 today's deposition to testify as to Hiru's</p>
<p>Page 10</p> <p>1 including changes in ownership, employees, business 2 purpose, and business structure from March 2021 3 through the present, including without limitation 4 articles of incorporation, articles of organization, 5 operating agreement, bylaws, government filing 6 documents, et cetera." 7 Do you see that? 8 A. Yes. I see it. 9 Q. And just to confirm, you have not done anything 10 to prepare to testify about that subject matter 11 today. Is that correct? 12 A. That is correct. 13 Q. Do you believe that you have any knowledge to be 14 able to speak to the information that's requested in 15 number 1? 16 A. I don't think I do. 17 Q. Okay. Number 2 says: "Your relationship with 18 Salome" -- 19 We've debated how to pronounce this, but I'm 20 gonna say it Salome today. 21 -- "Salome and Arizona Custom Bottled Water, and 22 Bayern, including without limitation the existence of 23 common officers, your financing of any of these 24 entities and/or financing you have received from any 25 of these entities, your payment of their salaries and</p>	<p>1 relationship with either of those individuals. 2 Correct? 3 A. That's correct. 4 Q. And you don't have any knowledge to speak to 5 that issue today. Correct? 6 A. I do not. 7 Q. Okay. Number 4 says: "Your communications with 8 Gavin, Natario, Salome, and Arizona Custom Bottled 9 Water, or other persons related to Account Numbers 10 8292, 5412, and 5420 from March 2021 through the 11 present." 12 Just to confirm, you've done nothing to prepare 13 today to be able to testify about the subject matter 14 of number 4. Correct? 15 A. That is correct. 16 Q. And is it correct to say you have no knowledge 17 to speak to any of the information requested in 18 number 4? 19 A. I have no knowledge. 20 Q. Okay. Number 5 says: "Your" -- and again, 21 "your" is referring to Hiru -- "Chase Bank account(s) 22 history including, but not limited to account 23 balance(s), deposits, withdrawals, purchases, 24 payments, fees, or any other financial transactions 25 that have taken place from March 2021 through the</p>

Page 11

Page 13

4 (Pages 10 - 13)

<p>1 present."</p> <p>2 Did I read that correctly?</p> <p>3 A. Yes, you did.</p> <p>4 Q. And to confirm, you have not done anything to</p> <p>5 prepare to testify about the issues in paragraph 5.</p> <p>6 Correct?</p> <p>7 A. Correct.</p> <p>8 Q. And sitting here today, you have no knowledge of</p> <p>9 the information discussed in paragraph 5. Correct?</p> <p>10 A. I have no knowledge.</p> <p>11 Q. Okay. Number 6 is: "Your" -- again, "your"</p> <p>12 refers to Hiru -- "Chase Bank account(s) regarding</p> <p>13 checks payable to Salome and deposited into Account</p> <p>14 Number 5420, including without limitation, copies of</p> <p>15 these checks, your Chase Bank account(s), balance at</p> <p>16 the time that these checks were drawn, and any</p> <p>17 communications related to these checks."</p> <p>18 Did I read that correctly?</p> <p>19 A. Yes.</p> <p>20 Q. And to confirm, you have not done anything to</p> <p>21 prepare to speak to the subject contained in</p> <p>22 paragraph 6. Correct?</p> <p>23 A. Correct.</p> <p>24 Q. And sitting here today, you have no knowledge to</p> <p>25 be able to speak to any of the issues raised in</p>	<p>1 related to the allegations asserted in the First</p> <p>2 Amended Complaint regarding Account Numbers 8292,</p> <p>3 5212, and 5420."</p> <p>4 Did I read that correctly?</p> <p>5 A. Yes.</p> <p>6 Q. And to confirm, you've done nothing today, prior</p> <p>7 to today, to prepare to testify about the issues</p> <p>8 raised in paragraph 7. Correct?</p> <p>9 A. Correct.</p> <p>10 Q. And as you sit here today, you have no knowledge</p> <p>11 to be able to speak to the issues raised in paragraph</p> <p>12 7. Correct?</p> <p>13 A. Correct.</p> <p>14 Q. Okay.</p> <p>15 MR. BYERS: So, we will admit that as Exhibit 1</p> <p>16 to the deposition.</p> <p>17 And I am just going to ask that we take a short</p> <p>18 break, and then we'll reconvene.</p> <p>19 So, don't go anywhere. Please just stay on the</p> <p>20 Zoom. And I will be muting and turning off my video</p> <p>21 for, maybe, about three or four minutes, and I'll be</p> <p>22 right back. Okay?</p> <p>23 THE WITNESS: Fine. That's okay.</p> <p>24 (A recess was taken between 9:14 a.m. and</p> <p>25 9:18 a.m.)</p>
<p>Page 14</p> <p>1 paragraph 6. Correct?</p> <p>2 A. Correct.</p> <p>3 Q. Okay. It looks like we have a typo in the</p> <p>4 notice, where two paragraphs are both numbered 6.</p> <p>5 So, I'm now referring to the second paragraph</p> <p>6 numbered 6.</p> <p>7 And it says: "Your lease" -- "your," again,</p> <p>8 refers to Hiru -- "lease and/or secured loan</p> <p>9 relationship with Bayern, including but not limited</p> <p>10 to any UCC filings, business financial statements,</p> <p>11 tax returns, business plans, business collateral,</p> <p>12 appraisal information, security agreements,</p> <p>13 et cetera."</p> <p>14 Did I read that correctly?</p> <p>15 A. Yes.</p> <p>16 Q. And to confirm, you have done nothing to prepare</p> <p>17 to be able to speak to the issues raised by the</p> <p>18 second paragraph number 6. Correct?</p> <p>19 A. Correct.</p> <p>20 Q. And sitting here today, you don't have any</p> <p>21 knowledge to be able to speak to the issues raised in</p> <p>22 the second paragraph 6. Correct?</p> <p>23 A. Correct.</p> <p>24 Q. Okay. With respect to the last paragraph,</p> <p>25 number 7, it's: "Your defenses and cross-claims</p>	<p>Page 15</p> <p>Page 16</p> <p>1 MR. BYERS: Okay. Thank you, everyone, for your</p> <p>2 patience.</p> <p>3 We'll go back on the record.</p> <p>4 BY MR. BYERS:</p> <p>5 Q. All right. I appreciate your answers to the</p> <p>6 questions we have asked so far. I'm just gonna do</p> <p>7 one more that you may feel like you've answered it</p> <p>8 already, but I just want to be thorough here.</p> <p>9 So, on all of the subject matters that we went</p> <p>10 over, you have not prepared to testify today about</p> <p>11 any of those subject matters and you have no</p> <p>12 knowledge related to any of those subject matters.</p> <p>13 Is that correct?</p> <p>14 A. That's correct.</p> <p>15 MR. BYERS: Okay. Well, we'll note for the</p> <p>16 record that the witness is not prepared to testify as</p> <p>17 to subject matters noticed for today. And given that</p> <p>18 he --</p> <p>19 And he's indicated he has no personal knowledge</p> <p>20 regarding any of the issues in the subject matters.</p> <p>21 And given those circumstances, we will conclude</p> <p>22 the deposition.</p> <p>23 All right. Well, thank you for your time.</p> <p>24 And, Fred, I assume we'll be in touch.</p> <p>25 Thank you.</p>

1 MR. BAUMAN: All right. Yes.  
2 THE COURT REPORTER: Mr. Bauman, you want a  
3 copy of this transcript, I'm assuming.  
4 MR. BAUMAN: Yeah.  
5 THE COURT REPORTER: All right.  
6  
7 (Exhibit 1, six-page document entitled  
8 Second Amended Notice of Rule 30(b)(6) Deposition  
9 of Hiru Corporation, dated January 29, 2025, was  
10 marked for identification.)

12 (This deposition concluded at 9:19 a.m.)

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Page 18

1 REPORTER'S CERTIFICATION  
2  
3 STATE OF UTAH )  
4 )  
4 COUNTY OF WASHINGTON )  
5 I, KAREN A. HAWORTH, a Utah  
Certified Court Reporter (CCR), nationally  
6 certified Registered Professional Reporter  
(RPR), nationally certified Certificate of  
7 Merit holder (CM), nationally certified  
Certified Realtime Reporter (CRT), nationally  
8 certified Certified LiveNote™ Reporter (CLR),  
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9 certify:

That the foregoing proceedings were taken before me at the time and place therein set forth, at which time the witness was placed under oath to tell the truth, the whole truth, and nothing but the truth; that the proceedings were taken down by me in stenographic form and, thereafter, my notes were transcribed through computer-aided transcription; and the foregoing transcript constitutes a full, true, and accurate record of such testimony adduced and

oral proceedings had, and of the whole thereof.

I further certify that I am not a relative or employee of any attorney of the parties, nor do I have a financial interest in the action.

17 I have subscribed my name on the date stated.

18

19  
20  
21

22. % 16743, Signature %>  
23. Did I fill in the box?

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24 Certified Court Reporter (UT)  
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<b>talking</b> 10:24	17:10,17	<b>understand</b> 6:20,21,24 8:15 9:6,7	<b>wife</b> 1:10,12
<b>tax</b> 15:11	<b>today's</b> 12:25	<b>understood</b> 8:21	<b>withdrawals</b> 13:23
<b>telephone</b> 5:7		<b>unfamiliar</b> 7:8	<b>witness</b> 4:3 5:21 7:18
		<b>union</b> 1:5,6	16:23 17:16 19:10

**[workspace - zoom]**

<b>workspace</b>	5:5
	<b>x</b>
<b>x</b>	1:16 4:1,9
	<b>y</b>
<b>yeah</b>	18:4
<b>year</b>	7:5
<b>yesterday</b>	
	10:13
	<b>z</b>
<b>zoom</b>	2:3 5:3
	16:20

Arizona Rules of Civil Procedure

Part V. Depositions and Discovery

Rule 30

Rule 30(e) Review by the Deponent; Changes. (1) Review; Statement of Changes. If requested by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which: (A) to review the transcript or recording; and (B) if there are changes in form or substance, to sign and deliver to the officer a statement listing the changes and the reasons for making them. (2) *Officer's Certificate to Attach Changes.* The officer must note in the certificate prescribed by Rule 30(f) (1) whether a review was requested and, if so, must attach any changes the deponent made during the 30-day period.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE STATE RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS

COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted

fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at [www.veritext.com](http://www.veritext.com).

# **EXHIBIT “K”**

1 Cory A. Talbot (Arizona Bar No. 020702)  
2 Angelica M. Juarez (*pro hac vice*)  
3 HOLLAND & HART LLP  
4 222 S. Main Street, Suite 2200  
5 Salt Lake City, Utah 84101  
Telephone: (801) 799-5800  
catalbot@hollandhart.com  
amjuarez@hollandhart.com

6 Doyle S. Byers (Arizona Bar No. 022374)  
7 JOHNSON LAW PLLC  
13894 S. Bangerter Parkway, Suite 200  
Draper, Utah 84020  
Telephone: (801) 554-3893  
Doyle@johnsonlawpllc.net

8  
9 *Attorneys for Plaintiff America First Credit Union*

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF MARICOPA**

12 AMERICA FIRST CREDIT UNION, a federally  
13 chartered credit union,

14 Plaintiff,  
15 v.  
16 JOEL NATARIO AND JANE DOE  
17 NATARIO, as husband and wife; KATHRYN  
GAVIN AND JOHN DOE GAVIN, as husband  
and wife; HIRU CORPORATION, a Georgia  
corporation; AZ CUSTOM BOTTLED  
WATER LLC, a Nevada limited liability  
company; SALOME WATER AND ICE LLC,  
a Nevada limited liability company; ABC  
ORGANIZATIONS I-X; JOHN DOES 1-3; and  
JANE DOES 4-6,

18  
19  
20  
21 **NOTICE OF DEPOSITION OF  
STEVEN LINDSEY**

22  
23 (Tier 2)

24 The Honorable Sara J. Agne

25 **Defendants.**

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that in accordance with Rule 30 of the Arizona Rules of Civil  
Procedure, testimony will be taken upon oral examination of **Steven Lindsey** on the **28th day of  
March, 2025, at 10:00 a.m. MT** via remote video conferencing. The deposition will continue until

1 completed. The deposition shall be taken under oath before a notary public and shall be recorded  
2 stenographically and/or through video and audio recording.  
3

4 DATED this 5th day of March, 2025.  
5

6 HOLLAND & HART LLP  
7

8 /s/ Cory A. Talbot  
9 Cory A. Talbot (Arizona Bar No. 020702)  
10 Angelica M. Juarez (*pro hac vice*)  
11

12 JOHNSON LAW PLLC  
13 Doyle S. Byers (Arizona Bar No. 022374)  
14

15 *Attorneys for Plaintiff America First Credit Union*  
16

17 A COPY of the foregoing was served via e-mail,  
18 this 5th day of March, 2025, to:  
19

20 Frederick C. Bauman  
21 Bauman Law Firm  
22 6440 Sky Pointe Drive, Suite 140-149  
23 Las Vegas, NV 89131  
24 *Attorney for Defendant Hiru Corporation*  
25 fred@lawbauman.com

26 THE FOREGOING DOCUMENT was served via U.S. Mail,  
27 postage prepaid, this 5th day of March, 2025, to:  
28

29 Frederick C. Bauman  
30 Bauman Law Firm  
31 6440 Sky Pointe Drive, Suite 140-149  
32 Las Vegas, NV 89131  
33 *Attorney for Defendant Hiru Corporation*  
34

35 Joel Natario  
36 13835 N. Tatum Boulevard, Suite 9 467  
37 Phoenix, AZ 85032  
38 *Defendant pro se*  
39

40 By: /s/Cory A. Talbot  
41

42 34366341\_v1  
43

---

**From:** Barbara Noble  
**Sent:** Wednesday, March 5, 2025 4:40 PM  
**To:** fred@lawbauman.com  
**Cc:** Cory Talbot; Doyle@johnsonlawpllc.net  
**Subject:** America First Credit Union v. Natario, et al., Case No. CV2023-012400  
**Attachments:** Notice of Deposition of Steven Lindsey.pdf

Counsel:

Please see the attached Notice of Deposition from Cory Talbot in the above-referenced matter. Thank you.



**Barbara Noble**  
Legal Assistant  
**HOLLAND & HART LLP**  
222 South Main Street, Suite 2200, Salt Lake City, UT 84101  
[bknoble@hollandhart.com](mailto:bknoble@hollandhart.com) | T: (801) 799-5893

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---

**From:** Scheduling <scheduling@coashcrv.com>  
**Sent:** Wednesday, March 5, 2025 4:59 PM  
**To:** Barbara Noble  
**Subject:** RE: Remote Deposition

External Email

Hi Barbara!

Thank you for following up, we've rec'd your NOD for March 28<sup>th</sup> @ 10 AM MT for a remote depo with a CR + VID, we will add this to our calendar, Ty again!

**Sincerely,**  
**Danya Anchondo**  
**Scheduling Assistant**



**\*\*Effective on July 1, 2024, our Cancellation Policy will be changing to the following:** Cancellations made after **3:00 p.m., AZ time** the prior day to the scheduled proceeding will be **subject to a late fee of \$300 for Court Reporter and \$300 for Videographer.** Any cancellations made before 2:00 p.m., AZ time, the preceding day will not be subject to any additional charge.

"We make it easier to win your case."



1802 N. 7<sup>th</sup> Street Phoenix, AZ 85006  
[da@coashcrv.com](mailto:da@coashcrv.com) | [www.coashcrv.com](http://www.coashcrv.com)  
602-258-1440 (O) | 602-258-2062 (f)

---

**From:** Barbara Noble <BKNoble@hollandhart.com>  
**Sent:** Wednesday, March 5, 2025 4:53 PM  
**To:** Scheduling <scheduling@coashcrv.com>  
**Cc:** Cory Talbot <CATalbot@hollandhart.com>  
**Subject:** Remote Deposition

Hello Banya:

Per our discussion, attached is a copy of the Notice of Deposition of Steven Lindsey. Please let me know if you have any questions. Thank you.



**Barbara Noble**

**Legal Assistant**

**HOLLAND & HART LLP**

222 South Main Street, Suite 2200, Salt Lake City, UT 84101

[bknoble@hollandhart.com](mailto:bknoble@hollandhart.com) | T: (801) 799-5893

CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this email.

# **EXHIBIT “L”**

1 Cory A. Talbot (Arizona Bar No. 020702)  
2 Angelica M. Juarez (*pro hac vice*)  
3 HOLLAND & HART LLP  
4 222 S. Main Street, Suite 2200  
5 Salt Lake City, Utah 84101  
Telephone: (801) 799-5800  
catalbot@hollandhart.com  
amjuarez@hollandhart.com

6 Doyle S. Byers (Arizona Bar No. 022374)  
7 JOHNSON LAW PLLC  
13894 S. Bangerter Parkway, Suite 200  
Draper, UT 84020  
Telephone: 801-554-3893  
Doyle@johnsonlawpllc.net

8  
9 *Attorneys for Plaintiff America First Credit Union*

10  
11 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

12 **IN AND FOR THE COUNTY OF MARICOPA**

13 AMERICA FIRST CREDIT UNION, a federally  
chartered credit union,

14 Plaintiff,

15 v.

16 JOEL NATARIO AND JANE DOE  
17 NATARIO, as husband and wife; KATHRYN  
GAVIN AND JOHN DOE GAVIN, as husband  
and wife; HIRU CORPORATION, a Georgia  
corporation; AZ CUSTOM BOTTLED  
18 WATER LLC, a Nevada limited liability  
company; SALOME WATER AND ICE LLC,  
a Nevada limited liability company; ABC  
ORGANIZATIONS I-X; JOHN DOES 1-3; and  
JANE DOES 4-6,

21 Defendants.

22  
23 **DECLARATION OF DOYLE S. BYERS**

24 Case No. CV2023-012400

25 (Tier 2)

(The Honorable Sara J. Agne)

I, Doyle S. Byers, declare as follows:

1. I am over the age of 21. I have personal knowledge of the facts set out in this  
declaration and am authorized to make this declaration. I am a partner with Johnson Law PLLC  
("Johnson Law"), which represents plaintiff America First Credit Union ("America First").

1  
2. Counsel for America First served a Notice of Deposition of Steven Lindsey (the  
3 "Notice") on March 5, 2025, to Fredrick Bauman, counsel for Hiru Corporation ("Hiru"), that  
4 noticed the deposition of Mr. Lindsey (Hiru's disclosed expert) for March 28, 2025, at 10:00 a.m.  
MT.

5. Counsel for America First never received any objection to the Notice from Hiru or its  
counsel.

4. On March 26, 2025, Mr. Bauman emailed counsel for America First attaching his  
motion to withdraw as counsel and indicating, "I am informed Mr. Lindsey will not be appearing for  
the noticed deposition this week."

5. Mr. Lindsey did not appear for the deposition at the designated time.

6. On April 8, 2025, I sent an email communication to Mr. Bauman asking to meet and  
confer regarding: (1) Hiru's failure to produce a witness for its Rule 30(b)(6) deposition that was  
educated and prepared to testify about the matters contained in the notice for that deposition; and (2)  
Mr. Lindsey's failure to appear for his deposition pursuant to the Notice.

7. I received a call from Mr. Bauman at 1:20 p.m. (MDT) on April 9, 2025, wherein we  
met and conferred regarding the issues outlined above and agreed that we were unable to resolve the  
issues.

I declare under penalty of perjury, under the laws of the State of Arizona, that the  
foregoing is true and correct to the best of my knowledge.

DATED this 10 day of April, 2025.

Doyle S. Byers

/s/ Doyle S. Byers

THE FOREGOING DOCUMENT was filed with  
chambers this 10th day of April, 2025:

The Honorable Sara J. Agne  
MARICOPA COUNTY SUPERIOR COURT  
East Court Building – 912  
101 W. Jefferson Street  
Phoenix, AZ 85003-2243

1 A COPY of the foregoing was served via U.S. Mail,  
2 postage prepaid, this 10th day of April, 2025, to:

3 Joel Natario  
4 13835 N. Tatum Boulevard, Suite 9 467  
Phoenix, AZ 85032  
*Defendant pro se*

5 By: /s/ Doyle S. Byers

6 34599835\_v1

# **EXHIBIT “M”**

---

**From:** Fredrick Bauman <fred@lawbauman.com>  
**Sent:** Wednesday, March 26, 2025 2:16 PM  
**To:** Tish Howell  
**Cc:** Cory Talbot; Angelica M. Juarez; doyle@johnsonlawpllc.net  
**Subject:** RE: America First Credit Union v. Natario et al., Case No. CV2023-012400  
**Attachments:** AFCU v Natario Motion Withdraw 03 20 2025.pdf

**External Email**

Please see attached Motion to Withdraw as Counsel of Record.

I am informed that Mr. Lindsey will not be appearing for the noticed deposition this week.

Regards, Fred Bauman

Frederick C. Bauman

Bauman Law Firm  
P. O. Box 68  
121 S. South St.  
Tonopah, NV 89049  
Phone (702) 533-8372

Mailing Address:  
6440 Sky Pointe Dr., Ste 140-149  
Las Vegas, NV 89131

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# **EXHIBIT “N”**

1 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
2 IN AND FOR THE COUNTY OF MARICOPA  
3 AMERICA FIRST CREDIT UNION, )  
4 a federally chartered credit )  
union, )  
5 Plaintiff, )  
6 vs. ) Case No. CV2023-012400  
7 JOEL NATARIO AND JANE DOE )  
NATARIO, as husband and wife; )  
8 KATHRYN GAVIN AND JOHN DOE )  
GAVIN, as husband and wife; )  
9 HIRU CORPORATION, a Georgia )  
corporation; AZ CUSTOM )  
10 BOTTLED WATER LLC, a Nevada )  
LIMITED liability company; )  
11 SALOME WATER AND ICE, LLC, )  
a Nevada limited liability )  
12 company; ABC ORGANIZATIONS )  
I-X; JOHN DOES 1-3; and )  
13 JANE DOES 4-6, )  
14 Defendants. )  
15

16 DEPOSITION OF STEVEN LINDSEY

17 Phoenix, Arizona  
18 March 28, 2025  
9:00 a.m.

19  
20  
21  
22  
23 REPORTED BY:

24 Susan A. Grenz, RPR  
25 Certified Reporter  
Certificate No. 50720

**CERTIFIED  
TRANSCRIPT**

THE DEPOSITION OF STEVEN LINDSEY scheduled to be taken on March 28, 2025, commenced at 9:00 a.m. with the witness noticed to appear before Susan A. Grenz, a Certified Court Reporter in the State of Arizona, via Zoom videoconference.

## APPEARANCES:

For the Plaintiff:

HOLLAND & HART LLP  
By: Cory A. Talbot, Esq.  
222 South Main Street  
Suite 2200  
Salt Lake City, Utah 84101  
[catalbot@hollandhart.com](mailto:catalbot@hollandhart.com)  
(Appeared via videoconference)

1 MR. TALBOT: This is Cory Talbot. I'm an  
2 attorney at Holland & Hart for the plaintiff, First Credit  
3 Union.

4 We're here today for the deposition of  
5 Steven Lindsey. The deposition notice has been provided  
6 to the court reporter, and I'd ask that she mark that as  
7 Exhibit 1 to this deposition.

8 That deposition notice was properly served  
9 on counsel for defendant, Hiru Corporation. Mr. Lindsey  
10 is the expert witness for Hiru Corporation.

11 Counsel for Hiru Corporation informed me  
12 two days ago that the witness would not be appearing at  
13 this deposition, but we are going ahead with the  
14 deposition and noting that the witness has not appeared.

15 And I would also note for the record that  
16 Hiru Corporation did not object to the deposition notice  
17 in any way prior to the deposition.

18 And with that, I will conclude the  
19 deposition, although I reserve the right to reopen this  
20 deposition if and when Hiru Corporation presents the  
21 witness and the court allows that witness to testify. And  
22 if that occurs, I do intend to reserve my rights to  
23 proceed with this deposition.

With that, I believe we are finished for the day.

1 (Exhibit 1 marked.)

2 (Proceedings concluded at 9:03 a.m.)

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25

1 STATE OF ARIZONA )  
2 ) SS  
2 COUNTY OF MARICOPA )

3 BE IT KNOWN that the foregoing proceedings were taken  
4 before me; that the foregoing pages are a full, true, and  
5 accurate record of the proceedings, all done to the best of  
6 my skill and ability; that the proceedings were taken down by  
7 me in shorthand and thereafter reduced to print under my  
8 direction.

9 I CERTIFY that I am in no way related to any of the  
10 parties hereto nor am I in any way interested in the outcome  
11 hereof.

12 I CERTIFY that I have complied with the ethical  
13 obligations set forth in ACJA 7-206(F)(3) and ACJA  
14 7-206 J(1)(g)(1) and (2).

15 Dated at Phoenix, Arizona, this 28th day of March,  
16 2025.

17   
18 Susan A. Grenz, RPR, CRR  
19 Certified Reporter  
20 Arizona CCR No. 50720

21 I CERTIFY THAT COASH COURT REPORTING & VIDEO,  
22 LLC., has complied with the ethical obligations set forth in  
23 ACJA 7-206 (J)(1)(g)(1) through (6).

24   
25 Coash Court Reporting & Video, LLC  
26 Registered Reporting Firm  
27 AZ RRF No. R1228

	<b>accurate</b> 5:4	<b>credit</b> 1:3 3:2	<b>hereto</b> 5:7
	<b>ACJA</b> 5:9,17	<b>CRR</b> 5:13	<b>Hiru</b> 1:9 3:9,10,11,16,20
(	<b>ahead</b> 3:13	<b>CUSTOM</b> 1:9	<b>Holland</b> 2:9 3:2
<b>(2)</b> 5:9	<b>AMERICA</b> 1:3	<b>CV2023-012400</b> 1:6	<b>husband</b> 1:7,8
<b>(6)</b> 5:17	<b>APPEARANCES</b> 2:7		
<b>(j)(1)(g)(1)</b> 5:17	<b>appeared</b> 2:12 3:14	<b>D</b>	<b>I</b>
1	<b>appearing</b> 3:12	<b>Dated</b> 5:10	<b>I-X</b> 1:12
1 3:7 4:1	<b>Arizona</b> 1:1,17 2:4 5:1, 10,14	<b>day</b> 3:25 5:10	<b>ICE</b> 1:11
1-3 1:12	<b>attorney</b> 3:2	<b>days</b> 3:12	<b>informed</b> 3:11
2	<b>AZ</b> 1:9 5:21	<b>defendant</b> 3:9	<b>intend</b> 3:22
<b>2025</b> 1:17 2:2 5:11		<b>Defendants</b> 1:14	<b>interested</b> 5:7
<b>2200</b> 2:10	<b>BOTTLED</b> 1:10	<b>deposition</b> 1:16 2:1 3:4, 5,7,8,13,14,16,17,19,20, 23	<b>J</b>
<b>222</b> 2:10		<b>direction</b> 5:5	<b>J(1)(g)(1)and</b> 5:9
<b>28</b> 1:17 2:2		<b>DOE</b> 1:7,8	<b>JANE</b> 1:7,13
<b>28th</b> 5:10	<b>C</b>		<b>JOEL</b> 1:7
4	<b>Case</b> 1:6	<b>E</b>	<b>JOHN</b> 1:8,12
<b>4-6</b> 1:13	<b>catalbot@hollandhart. com</b> 2:11	<b>Esq</b> 2:9	<b>K</b>
5	<b>CCR</b> 5:14	<b>ethical</b> 5:8,16	<b>KATHRYN</b> 1:8
<b>50720</b> 1:25 5:14	<b>Certificate</b> 1:25	<b>exhibit</b> 3:7 4:1	
7	<b>Certified</b> 1:24 2:4 5:13	<b>expert</b> 3:10	<b>L</b>
<b>7-206</b> 5:17	<b>CERTIFY</b> 5:6,8,16		<b>Lake</b> 2:11
<b>7-206(F)(3)</b> 5:9	<b>chartered</b> 1:3	<b>F</b>	<b>liability</b> 1:10,11
8	<b>City</b> 2:11	<b>federally</b> 1:3	<b>limited</b> 1:10,11
<b>84101</b> 2:11	<b>Coash</b> 5:16,20	<b>finished</b> 3:24	<b>Lindsey</b> 1:16 2:1 3:5,9
9	<b>commenced</b> 2:2	<b>Firm</b> 5:20	<b>LLC</b> 1:10,11 5:16,20
<b>9:00</b> 1:18 2:2	<b>company</b> 1:10,12	<b>foregoing</b> 5:3	<b>LLP</b> 2:9
<b>9:03</b> 4:2	<b>complied</b> 5:8,16	<b>full</b> 5:3	
A	<b>conclude</b> 3:18		<b>M</b>
<b>a.m.</b> 1:18 2:2 4:2	<b>concluded</b> 4:2	<b>G</b>	<b>Main</b> 2:10
<b>ABC</b> 1:12	<b>corporation</b> 1:9 3:9,10, 11,16,20	<b>GAVIN</b> 1:8	<b>March</b> 1:17 2:2 5:10
<b>ability</b> 5:4	<b>Cory</b> 2:9 3:1	<b>Georgia</b> 1:9	<b>MARICOPA</b> 1:2 5:2
	<b>counsel</b> 3:9,11	<b>Grenz</b> 1:24 2:3 5:13	<b>mark</b> 3:6
	<b>COUNTY</b> 1:2 5:2		<b>marked</b> 4:1
	<b>court</b> 1:1 2:4 3:6,21 5:16, 20	<b>H</b>	
		<b>Hart</b> 2:9 3:2	
		<b>hereof</b> 5:7	

<b>N</b>	<b>reporter</b> 1:24 2:4 3:6 5:13 <b>Reporting</b> 5:16,20 <b>NATARIO</b> 1:7 <b>Nevada</b> 1:10,11 <b>note</b> 3:15 <b>notice</b> 3:5,8,16 <b>noticed</b> 2:3 <b>noting</b> 3:14	<b>W</b>
	<b>reserve</b> 3:19,22 <b>rights</b> 3:22 <b>RPR</b> 1:24 5:13 <b>RRF</b> 5:21	<b>WATER</b> 1:10,11 <b>wife</b> 1:7,8
<b>O</b>		<b>Z</b>
<b>object</b> 3:16 <b>obligations</b> 5:9,16 <b>occurs</b> 3:22 <b>ORGANIZATIONS</b> 1:12 <b>outcome</b> 5:7		<b>Zoom</b> 2:4
<b>P</b>	<b>S</b>	
<b>pages</b> 5:3 <b>parties</b> 5:7 <b>Phoenix</b> 1:17 5:10 <b>plaintiff</b> 1:5 2:8 3:2 <b>presents</b> 3:20 <b>print</b> 5:5 <b>prior</b> 3:17 <b>proceed</b> 3:23	<b>SALOME</b> 1:11 <b>Salt</b> 2:11 <b>scheduled</b> 2:1 <b>served</b> 3:8 <b>set</b> 5:9,16 <b>shorthand</b> 5:5 <b>skill</b> 5:4 <b>South</b> 2:10 <b>SS</b> 5:1 <b>State</b> 1:1 2:4 5:1 <b>Steven</b> 1:16 2:1 3:5 <b>Street</b> 2:10 <b>Suite</b> 2:10 <b>SUPERIOR</b> 1:1 <b>Susan</b> 1:24 2:3 5:13	
		<b>T</b>
<b>proceedings</b> 4:2 5:3,4 <b>properly</b> 3:8 <b>provided</b> 3:5	<b>Talbot</b> 2:9 3:1 <b>testify</b> 3:21 <b>today</b> 3:4 <b>true</b> 5:3	
<b>R</b>		<b>U</b>
<b>R1228</b> 5:21 <b>record</b> 3:15 5:4 <b>reduced</b> 5:5 <b>Registered</b> 5:20 <b>related</b> 5:6 <b>reopen</b> 3:19 <b>REPORTED</b> 1:23	<b>union</b> 1:3,4 3:3 <b>Utah</b> 2:11	
		<b>V</b>
	<b>Video</b> 5:16,20 <b>videoconference</b> 2:5,12	