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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,

Plaintiff,

v.

JOEL NATARIO AND JANE DOE
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,

Defendants.

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

Case No. CV2023-012400

(Tier 2)

The Honorable Sara J. Agne

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.¹ 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**.

¹ 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

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

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

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

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

II. The Court should sanction HIRU for its discovery misconduct.

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

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

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

1 matters in evidence;

2 (iii) striking pleadings in whole or in part; [or]

3 . . .

4 (vi) rendering a default judgment in whole or in part, against the
5 disobedient party[.]

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

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

11 In a Rule 30(b)(6) deposition, “[e]ach designated person *must* testify about information
12 known or reasonably available to the entity.” Ariz. R. Civ. P. 30(b)(6) (emphasis added). HIRU’s
13 designated 30(b)(6) witness could not do so. Sheik Al-Thani appeared for the deposition but was
14 unprepared to testify, conceding that he did “[n]othing” to prepare and that he otherwise had “no
15 knowledge” regarding the noticed topics. SOF ¶ 12. “Providing an uninformed warm body for a
16 Rule 30 deposition approximates providing no one at all.” *Groat v. Equity Am. Ins. Co.*, 180 Ariz.
17 342, 346, 884 P.2d 228, 232 (Ct. App. 1994). Put simply, HIRU’s failure to prepare its designee to
18 testify about the noticed topics is tantamount to a failure to appear for the deposition at all, a
19 sanctionable offense. *See* Ariz. R. Civ. 37(f)(3).

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

21 Just weeks after the botched Rule 30(b)(6) deposition, HIRU’s counsel and expert witness
22 Lindsey simply failed to appear for Lindsey’s deposition. SOF ¶ 14. HIRU did not object to the
23 deposition; rather, counsel simply wrote two days before the deposition that Lindsey would not
24 appear. *Id.* HIRU’s failure to produce Lindsey for deposition is sanctionable. *See* Ariz. R. Civ.
25 37(f)(3).

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

27 A court may enter judgment against a party for willful or bad faith discovery misconduct.
28 *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.²

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
26

27
28 ² 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 JOHNSON LAW PLLC

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

13 *Attorneys for Plaintiff America First Credit Union*

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

15 Frederick C. Bauman
16 Bauman Law Firm
6440 Sky Pointe Drive, Suite 140-149
17 Las Vegas, NV 89131
Attorney for Defendant HIRU Corporation

18 Joel Natario
19 13835 N. Tatum Boulevard, Suite 9 467
Phoenix, AZ 85032
20 *Defendant pro se*

21 By: /s/ Cory A. Talbot

22 34573713_v3
23
24
25
26
27
28

EXHIBIT “A”



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

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

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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Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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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 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, 1st 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 1st week in August 2024. A substantial 6 figure deposit was made by the Qatar group towards the purchase price.

The 2nd 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 2nd 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 financiers 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.

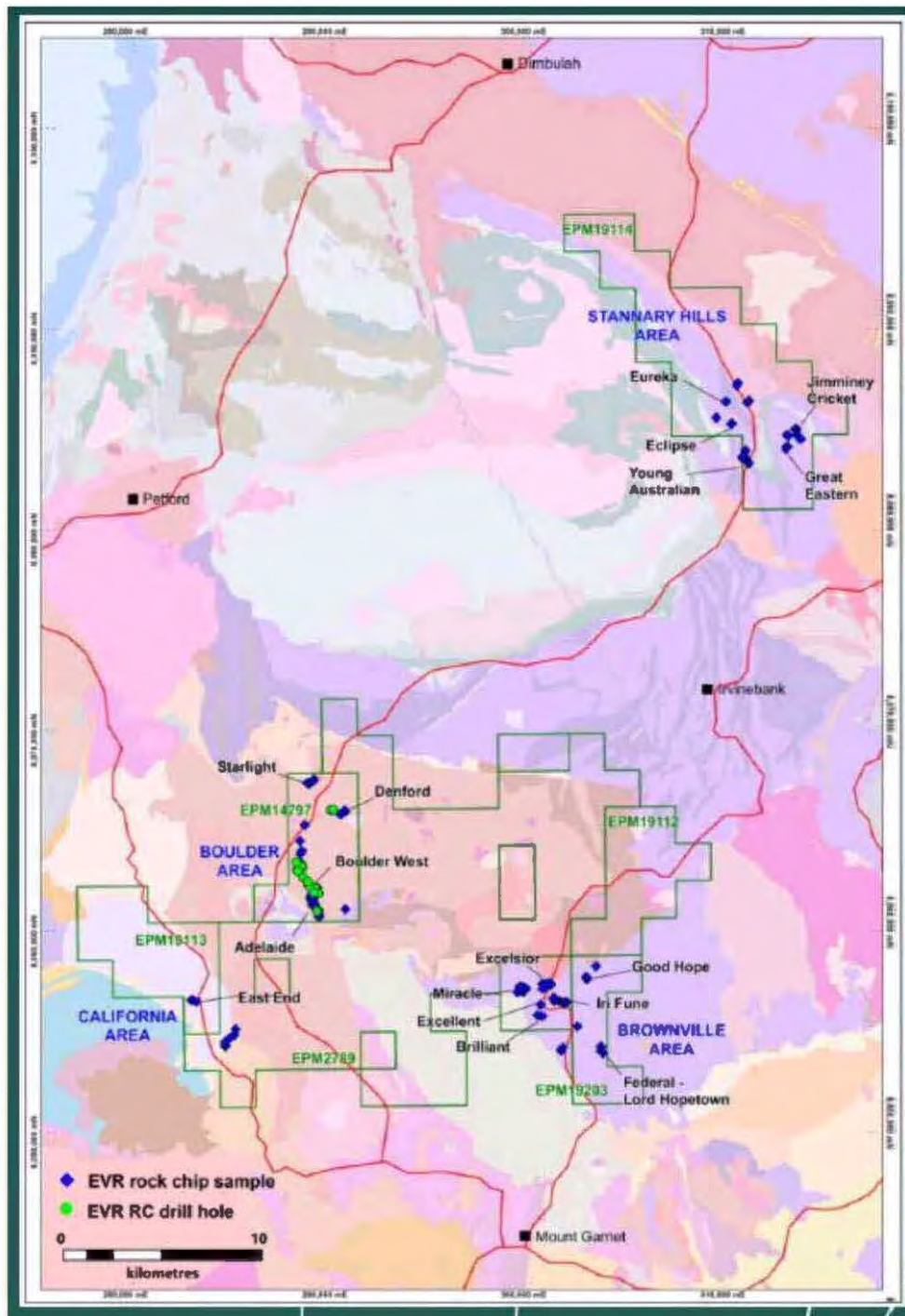
8. What can we tell you about the Australia mine?

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

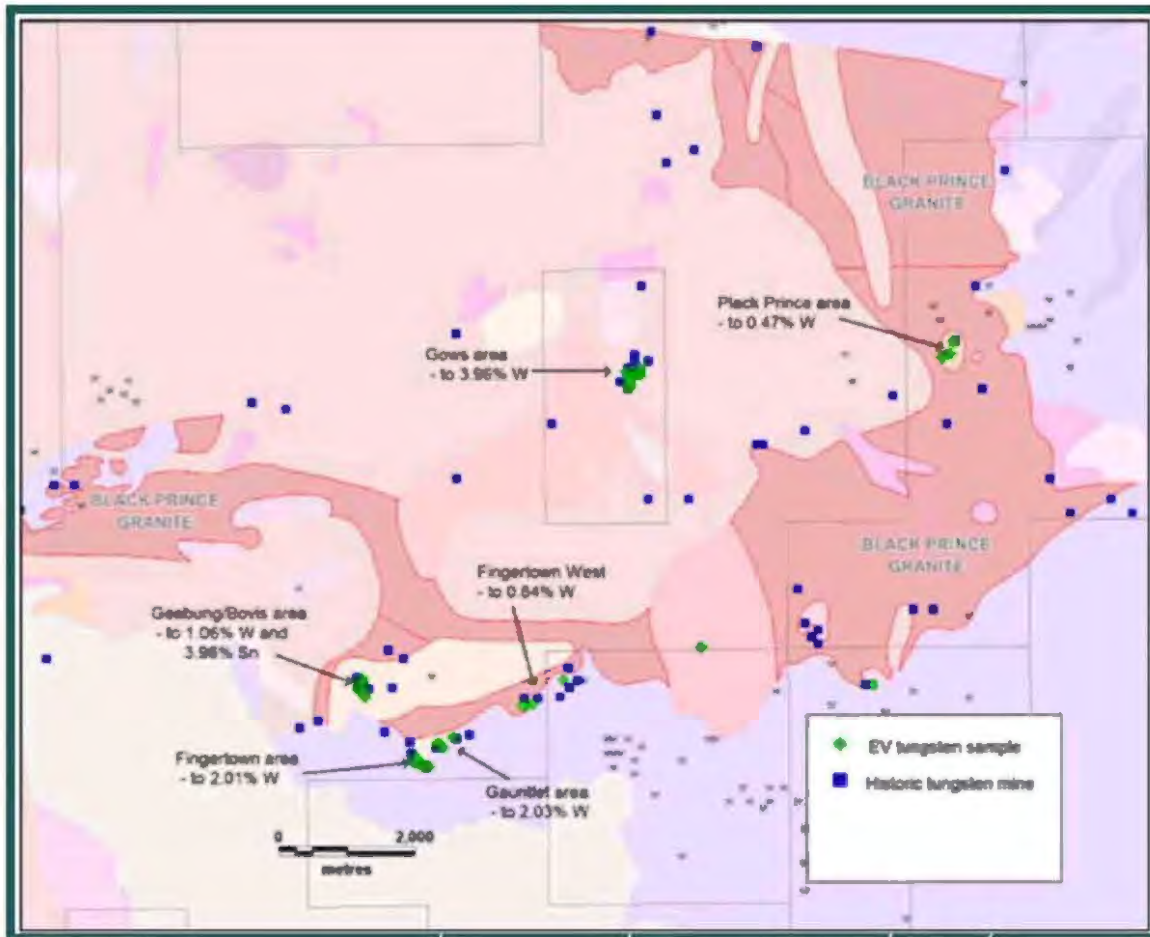
- 🕒 Sample results received from tungsten sampling at the Fingertown Prospect and from tin exploration at the Mary Ann and Greenbug Prospects
- 🕒 Results include:¹
 - 🕒 Tungsten values to **2.03%** in Fingertown tungsten zone
 - 🕒 Tin values to **3.96%** at Geebung and **0.49%** at Mary Ann
- 🕒 Highlight potential for tungsten mineralisation associated with the Black Prince Granite and for extensions to the tin mineralisation encountered in drilling at Mary Ann²
- 🕒 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 Thornton 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,

Plaintiff,

v.

JOEL NATARIO AND JANE DOE
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,

Defendants.

Case No. CV2023-012400

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

(Tier 2)

The Honorable Sara J. Agne

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

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

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

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

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

18 P. "And" and "or" mean "and/or" whenever the context reasonably allows such
19 construction.

20 Q. "Any" or "all" includes each and every.

21 R. "Communication" includes all conversations, written, oral, or electronic, including
22 meetings, memoranda, correspondence, conferences and any other means or manner by which
23 information or knowledge is or was transmitted or conveyed to or received from others.
24
25

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;

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

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

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

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

8 c. The contents of the document or electronic communication;

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

11 e. The identity of each and every person having custody or control of the
12 original of the document purchase order, sales contract, lease, blue print, photograph, tape recording,
13 transcription, note, or electronic communication (or any copy thereof);

14 f. The location of any file or files where the document or electronic
15 communication (or any copy thereof) is normally and/or presently kept and identify the custodian;

16 g. Whether you will voluntarily produce such a document or electronic
17 communication for inspection and copying; and

18 h. If the document or electronic communication has been destroyed, the
19 circumstances surrounding the destruction and the identity of each person who has knowledge of
20 such circumstances.

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

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

24 b. The identity of each person to whom each communication was made;
25

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

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

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

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

11 **INTERROGATORIES**

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

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

17 **INTERROGATORY NO. 3:** Identify and explain the nature of Your relationship with the
18 other Defendants, including without limitation, Kathryn Gavin, Hiru Corporation, Salome Water and
19 Ice LLC, and AZ Custom Bottled Water LLC, and Jane Doe Notario (if married between October
20 2022-present).

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

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

4 **REQUESTS FOR PRODUCTION**

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

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

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

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

15 **REQUESTS FOR ADMISSION**

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

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

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

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

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

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

10 DATED this 13th day of May, 2024.

11 HOLLAND & HART LLP

12 /s/ Cory A. Talbot

13 Cory A. Talbot
14 (Arizona Bar No. 020702)

15 Doyle S. Byers
16 (Arizona Bar No. 022374)

17 *Attorneys for Plaintiff*

18 31944825_v4
19
20
21
22
23
24
25

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 Nataro	10119 E Winter Sun Drive, Scottsdale, AZ, 85262, USA	11/21/2022	Active

Page 1 of 1, records 1 to 1 of 1

[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

NAICS Code _____

☐ Change of Name

☐ Other _____

Select an Entity Type

☐ Sole Proprietorship (DBA Registrations)

☐ Corporation (Certified Articles of Incorporation)

☒ LLC (Articles/Certificate of Organization)

☐ Partnership (Partnership Agreement)

☐ Association of Members (Clubs, Troops, Leagues, etc.)

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

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 <u>Joel Natario</u>	Phone <u>[REDACTED] 4025</u>
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 payments 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 transfers. 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

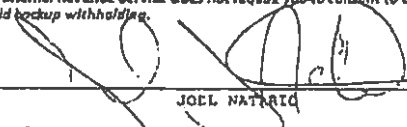
3. CERTIFICATE OF AUTHORITY

- 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/our 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-9 BEN) ☐ Exempt - Payee 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.

X  JOEL NATRIO	ID (Issuer/Type/No./Expires) 7268
X _____	ID (Issuer/Type/No./Expires) _____
X _____	ID (Issuer/Type/No./Expires) _____
X _____	ID (Issuer/Type/No./Expires) _____
X _____	ID (Issuer/Type/No./Expires) _____
X _____	ID (Issuer/Type/No./Expires) _____
X _____	ID (Issuer/Type/No./Expires) _____
X _____	ID (Issuer/Type/No./Expires) _____

Account Number 5420**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 8526210005271971288

% Ownership

SSN/TIN

Date of Birth

ID (Type, Issuer, Number, Expiration)

BENEFICIAL OWNER(S) INFORMATION☐ For Additional Accounts, previous information on file & current1 Owner's Legal Name JOEL NATARIO

Title Position _____

Street Address 10119 E WINTER SUN DRIVE, SCOTTSDALE, AZ 8526210005271971STATE ID. AZ. 288Present ☐ Copy ☐

% 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 ☐ Copy ☐

3 Owner's Legal Name _____

Title Position _____

Street Address _____

% Ownership

SSN/TIN

Date of Birth

ID (Type, Issuer, Number, Expiration)

Present ☐ Copy ☐

4 Owner's Legal Name _____

Title Position _____

Street Address _____

% Ownership

SSN/TIN

Date of Birth

ID (Type, Issuer, Number, Expiration)

Present ☐ Copy ☐**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”

NOF


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

2108
91-2/1221

DATE 6/22/23

PAY TO THE ORDER OF SABON WASH + TEE \$ 440,000.00

Four hundred & forty thousand dollars

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

MEMO Kali Den

120511

[REDACTED]

ENDORSE HERE

St Louis University

0622

☐ CHECK HERE AFTER LIBRARY REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

2023

AFCU

FEDERAL RESERVE BOARD OF GOVERNMENTAL AFFAIRS

NSF
HIRU CORPORATION
10119 E WINTER SUN DR
SCOTTSDALE, AZ 85282-3105

2107

91-2/1221

DATE

6/22/03

PAY TO THE
ORDER OF

S. Alan Wallace

\$ 450,000.00

Four hundred and fifty thousand dollars

DOLLARS

CHASE

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

MEMO

Karin Dea

2050

ENDORSE HERE

Stephen W. Adams

☐ CHECK HERE AFTER CLOSING ON RETIRED DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

0622

2023

FOR THE PRESIDENT OF THE UNITED STATES

NSF

HIRU CORPORATION 10119 E WINTER SUN DR SCOTTSDALE, AZ 85262-3105		2106 91-2/1221
DATE <u>10/22/23</u>		
PAY TO THE ORDER OF <u>Salmon Water Ice</u>	\$ <u>40,000.00</u>	
<u>Forty thousand + sixty three hundred</u>		DOLLARS
CHASE JPMorgan Chase Bank, N.A. www.Chase.com		
MEMO	<u>Kate Lee</u>	
<u>[REDACTED]</u>		<u>[REDACTED]</u> 20511 <u>[REDACTED]</u>

[REDACTED]

[REDACTED]

ENDORSE HERE

Strom Walster

0622

☐ CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

PERMITTED CITY COUNCIL

2023

AFCB

FEDERAL RESERVE BOARD OF GOVERNORS

NSF

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

2105
91-2/1221

DATE 6/22/23

PAY TO THE ORDER OF Salome Walsh & Co \$ 470,000.00
Four hundred & seventy thousand dollars DOLLARS

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

MEMO Kate Orr

1205

[REDACTED]

○ ENDORSE HERE

St Louis

0622

☐ CHECK HERE AFTER RIBBON OR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

2023

AFCU

FEDERAL RESERVE BOARD OF GOVERNORS, WASHINGTON, D.C.

NSE

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

2104

91-2/1221

DATE 6/22/23

PAY TO THE
ORDER OF

SABON WALKER & TEE

\$ 480,000.00

Four hundred eighty thousand and 00/100

DOLLARS

CHASE

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

MEMO

Kate O...

2050

RECEIVED

[Redacted line]

ENDORSE HERE

Salma Abdel-El

622

☐ CHECK HERE AFTER ADDING OR REMOVING DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
EXCEPT BY THE BANK OR ITS AGENT

2023

AFCU

FEDERAL RESERVE BOARD OF GOVERNORS, D.C.

VSF

HIRU CORPORATION
10118 E WINTER SUN DR
SCOTTSDALE, AZ 85262-3105

2103

81-2/1221

DATE 6/22/23

PAY TO THE
ORDER OF

Salon Waxing Fee

\$ 490.00

Sanctuary Health

DOLLARS



CHASE

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

MEMO

Kate Lee

1205

[Redacted line]

ENDORSE HERE

Steven Weber

☐ CHECK HERE AFTER LIDOL FOR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

0622

2/2023

AFCU

RECEIVED BY THE BANK OF AMERICA

EXHIBIT “G”

FOLKS HESS, PLLC

ATTORNEYS AT LAW

1850 NORTH CENTRAL

SUITE 1140

PHOENIX, ARIZONA 85004

Telephone (602) 256-5906

Facsimile (602) 256-9101

Larry O. Folks

Direct Line: (602) 256-5906

folks@folksheess.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

Kathryn Gavin
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

Salome Water & Ice LLC
P.O. Box 897
Salome, AZ 85348
Attn: Diane Marie Hill.
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
9708 Gillespie Street, Suite 104
Las Vegas, NV 89183
The Corporate Experts Limited,
Statutory Agent

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

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

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

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

AFCU_000101

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, 2105, 2104 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,



Lorry 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
Total amount of the debt now: \$2,769,663.95			

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 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?

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.

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

7021 1970 0002 0247 6954

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Postmark Here

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

PS Form 3800, April 2015 PSN 7530-02-000-9021 See Reverse for Instructions

7021 1970 0002 0247 6947

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\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Postmark Here

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

PS Form 3800, April 2015 PSN 7530-02-000-9021 See Reverse for Instructions

7021 1970 0002 0247 6961

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Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Postmark Here

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

PS Form 3800, April 2015 PSN 7530-02-000-9021 See Reverse for Instructions

7021 1970 0002 0247 6992

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\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Postmark Here

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

PS Form 3800, April 2015 PSN 7530-02-000-9021 See Reverse for Instructions

7021 1970 0002 0247 6978

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Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Postmark Here

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

PS Form 3800, April 2015 PSN 7530-02-000-9021 See Reverse for Instructions

7021 1970 0002 0247 6985

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For delivery information, visit our website at www.usps.com

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Postmark Here

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

PS Form 3800, April 2015 PSN 7530-02-000-9021 See Reverse for Instructions

7021 1970 0002 0247 6916

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For delivery information, visit our website at www.usps.com

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Total Postage \$

Sent To
\$

Street or Apt
\$

City, State, Zip
\$

**Kathryn Gavin
10119 East Winter Sun Drive
Scottsdale, AZ 85262**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7021 1970 0002 0247 7012

**U.S. Postal Service™
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For delivery information, visit our website at www.usps.com

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Total Postage \$

Sent To
\$

Street or Apt
\$

City, State, Zip
\$

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

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7021 1970 0002 0247 7005

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For delivery information, visit our website at www.usps.com

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Total Postage \$

Sent To
\$

Street or Apt
\$

City, State, Zip
\$

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

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7021 1970 0002 0247 6909

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CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Total Postage \$

Sent To
\$

Street or Apt
\$

City, State, Zip
\$

**Joel Natario
10119 East Winter Sun Drive
Scottsdale, AZ 85262**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7021 1970 0002 0247 6923

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Total Postage \$

Sent To
\$

Street or Apt
\$

City, State, Zip
\$

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

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7021 1970 0002 0247 6930

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage
\$

Total Postage \$

Sent To
\$

Street or Apt
\$

City, State, Zip
\$

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

PS Form 3800, April 2015 PSN 7530-02-000-9047 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

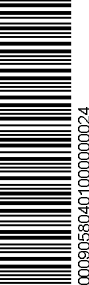
Account Number: [REDACTED] 1205

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
Service Center: 1-877-425-8100
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679
We accept operator relay calls



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

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

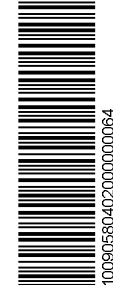


June 01, 2023 through June 30, 2023
Account Number: [REDACTED] 1205

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

SB1677360-F1



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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 Imad: 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 Imad: 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 Imad: 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 Imad: 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 Imad: 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 Imad: 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 Imad: 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 Imad: 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 Imad: 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 Imad: 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: [REDACTED] 1205

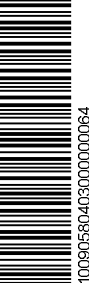
DEPOSITS AND ADDITIONS *(continued)*

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
Total Deposits and Additions		\$29,099,077.00

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





June 01, 2023 through June 30, 2023
Account Number: [REDACTED] 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

Total Checks Paid **\$27,812,300.00**

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

Total Electronic Withdrawals **\$1,294,434.24**



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
Total Service Charges	\$0.00

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:

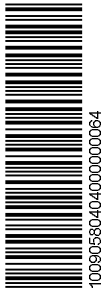
- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

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





June 01, 2023 through June 30, 2023
Account Number: [REDACTED] 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

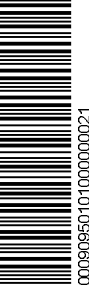
Account Number: [REDACTED] 1205

00009095 DRE 601 212 21523 NNNNNNNNNN 1 000000000 D2 0000

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

CUSTOMER SERVICE INFORMATION

Web site: 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



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® app¹ and on 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.

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

CHECKING SUMMARY

Chase Platinum Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$100.00
Electronic Withdrawals	1	-95.00
Ending Balance	1	\$5.00

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
Total Electronic Withdrawals		\$95.00

EXHIBIT “I”

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

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,

Plaintiff,

v.

JOEL NATARIO AND JANE DOE
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,

Defendants.

Case No. CV2023-012400

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

(Tier 2)

The Honorable Sara J. Agne

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that in accordance with Rules 26 and 30(b)(6) of the Arizona
Rules of Civil Procedure, joint testimony will be taken upon oral examination of **Hiru Corporation**
and **Irina Veselinovic** on the **6th day of December 2024, at 9 a.m. MT** via remote video
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.

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DEFINITIONS

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

1. “America First” 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.

2. “You” or “Your” means Hiru Corporation, a Georgia corporation doing business in Maricopa County, 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, and including any parent company, subsidiary, or affiliate thereof.

3. “Natario” means Joel Natario 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.

4. “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.

5. “AZ Custom Bottled Water” means AZ Custom Bottled Water LLC, a Nevada limited liability company doing business in Maricopa County, 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, and including any parent company, subsidiary, or affiliate thereof.

6. “Salome” means Salome Water and Ice LLC, a Nevada limited liability company 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 **MATTERS ON WHICH QUESTIONING IS REQUESTED**

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

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

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

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

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

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

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

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

DATED this 2nd day of December, 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

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

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

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

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

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

By: /s/ *Cory A. Talbot*

EXHIBIT “J”

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,
Plaintiff,

vs.

Case No. CV2023-012400

JOEL NATARIO AND JANE
INSTITUTE OF UTAH, INC.;
DOE 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,

DEPOSITION OF:
H.E. SHEIKH KHALID
NASSER AL-THANI

Defendants.

Monday - February 24, 2025

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

<p>1 Oral sworn deposition of H.E. SHEIKH 2 KHALID NASSER AL-THANI, taken via the video 3 conference software program Zoom, before Karen A. 4 Haworth, a Utah Certified Court Reporter (CCR), 5 nationally certified Registered Professional Reporter 6 (RPR), nationally certified Certificate of Merit 7 holder (CM), nationally certified Certified Realtime 8 Reporter (CRR), nationally certified Certified 9 LiveNote™ Reporter (CLR), and Notary Public of the 10 State of Utah, on the above date, commencing at 11 9:00 a.m., there being present: 12 13 14 15 APPEARANCES: 16 17 18 JOHNSON LAW, PLLC 19 BY: DOYLE S. BYERS, ESQ. 20 13894 South Bangerter Parkway 21 Suite 200 22 Draper, Utah 84020 23 (801)554-3893 24 doyle@johnsonlawpllc.com 25 Attorney for the Plaintiff</p>	<p>1 I N D E X 2 3 WITNESS(ES) PAGE NO. 4 H.E. SHEIKH KHALID NASSER AL-THANI 5 By: Mr. Byers 7 6 7 8 9 E X H I B I T S 10 NO./DESCRIPTION PAGE NO. 11 Exhibit 1, six-page document entitled 12 Second Amended Notice of Rule 30(b)(6) 13 Deposition of Hiru Corporation, dated 14 January 29, 2025 15 16 17 18 REQUESTS BY COUNSEL DURING DEPOSITION: 19 NONE 20 21 22 23 OBJECTION - DIRECTION NOT TO ANSWER THE QUESTION: 24 NONE 25</p>
Page 2	Page 4
<p>1 APPEARANCES - CONTINUED: 2 3 4 HOLLAND & HART, LLP 5 BY: CORY A. TALBOT, ESQ. 6 - and - 7 ANGELICA M. JUAREZ, ESQ. 8 222 South Main Street 9 Suite 2200 10 Salt Lake City, Utah 84101 11 (801)799-5800 12 catalbot@hollandhart.com 13 amjuarez@hollandhart.com 14 Attorneys for the Plaintiff 15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 [COURT REPORTER'S NOTE: 2 THIS DEPOSITION WAS CONDUCTED VIA 3 THE VIDEO CONFERENCE SOFTWARE PROGRAM ZOOM. 4 ALL ATTENDEES TO THIS DEPOSITION 5 WERE PARTICIPATING FROM THEIR OWN WORKSPACE 6 THROUGH THEIR COMPUTER OR CELLULAR 7 TELEPHONE. 8 THE COURT REPORTER WILL ACKNOWLEDGE 9 WITHIN THIS TRANSCRIPT ANY POOR INTERNET 10 CONNECTION AND VIDEO CONFERENCE PLATFORM 11 CUTOUTS WHERE TESTIMONY DID NOT CEASE.] 12 13 14 15 H.E. SHEIKH KHALID NASSER AL-THANI, 16 residing at Street 4, Building 8, West Bay 17 Lagoon, Doha, Qatar, 11885, having been duly 18 sworn in by the court reporter, was examined and 19 testified as follows: 20 21 THE WITNESS: I swear. 22 23 (Time noted: 9:00 a.m.) 24 25 EXAMINATION</p>
Page 3	Page 5

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

<p>1 BY MR. BYERS: 2 Q. Can you please state your full name and spell it 3 for the record? 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. 7 Q. And I'll do my best with the pronunciation. I 8 apologize. But, is it Khalid? 9 A. Yes. 10 Q. And may I call you Khalid throughout the 11 proceeding today? 12 A. My prefix is Sheikh. 13 Q. Sheikh. Okay. I will call you Sheikh, then. 14 Okay. So, you've just been put -- 15 Have you ever been deposed before in a 16 proceeding in the United States? 17 A. No. Never. 18 Q. Okay. Do you know what it means to be under 19 oath? 20 A. Yes. I understand. 21 Q. And do you understand that if you were to 22 testify untruthfully, you could be subject to 23 penalties of perjury? 24 A. I understand. 25 Q. All right. Tell us, what is your role with</p> <p style="text-align: right;">Page 6</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. 7 Is there any reason that you would not be able 8 to testify truthfully today? 9 A. There is no reason, no. 10 Q. All right. Are you on any medications or 11 anything like that that would impair your ability to 12 testify truthfully? 13 A. I am not. 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? 19 A. Yes. 20 Q. And if you go ahead and answer the question that 21 I've asked, I will assume that you've understood it. 22 Is that fair? 23 A. That's fair. 24 Q. Okay. The other thing that's important to 25 remember. You know, in natural conversation, we</p> <p style="text-align: right;">Page 8</p>
<p>1 Hiru? 2 A. Currently, I'm the chairman and CEO. 3 Q. And how long have you been in that role? 4 A. It's been about a few months now. Less than a 5 year. 6 Q. Do you recall the date that you became the 7 chairman and CEO? 8 A. I can't because the process is unfamiliar to me. 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. 13 So, I can't give you the exact date, but it's 14 been a -- 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. 18 THE WITNESS: I don't know. 19 BY MR. BYERS: 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. 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 style="text-align: right;">Page 7</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? 7 A. I understand. 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. 13 I'm gonna start with what we will mark as 14 Exhibit 1. 15 [Document shared/scrolled on screen] 16 Okay. Hang on one second here. 17 Okay. You should see on the screen a document. 18 I think you could see my cursor, too. But, I'm 19 pointing to a Second Amended Notice of Rule 30(b)(6) 20 Deposition of Hiru Corporation. 21 Is that what you see? 22 A. Yes. 23 Q. Okay. Have you seen this document before? 24 A. I have not. 25 Q. Okay. This is the notice of the deposition for</p> <p style="text-align: right;">Page 9</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 style="text-align: right;">Page 10</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 style="text-align: right;">Page 12</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 style="text-align: right;">Page 11</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> <p style="text-align: right;">Page 13</p>

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

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

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

<div>1 MR. BAUMAN: All right. Yes.</div> <div>2 THE COURT REPORTER: Mr. Bauman, you want a</div> <div>3 copy of this transcript, I'm assuming.</div> <div>4 MR. BAUMAN: Yeah.</div> <div>5 THE COURT REPORTER: All right.</div> <div>6</div> <div>7 (Exhibit 1, six-page document entitled</div> <div>8 Second Amended Notice of Rule 30(b)(6) Deposition</div> <div>9 of Hiru Corporation, dated January 29, 2025, was</div> <div>10 marked for identification.)</div> <div>11</div> <div>12 (This deposition concluded at 9:19 a.m.)</div> <div>13</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div> <div>Page 18</div>	
<div>1 REPORTER'S CERTIFICATION</div> <div>2</div> <div>3 STATE OF UTAH)</div> <div>4)</div> <div>5 COUNTY OF WASHINGTON)</div> <div>6 I, KAREN A. HAWORTH, a Utah</div> <div>7 Certified Court Reporter (CCR), nationally</div> <div>8 certified Registered Professional Reporter</div> <div>9 (RPR), nationally certified Certificate of</div> <div>10 Merit holder (CM), nationally certified</div> <div>11 Certified Realtime Reporter (CRR), nationally</div> <div>12 certified Certified LiveNote™ Reporter (CLR),</div> <div>13 and Notary Public of the State of Utah, hereby</div> <div>14 certify:</div> <div>15 That the foregoing proceedings were</div> <div>16 taken before me at the time and place therein</div> <div>17 set forth, at which time the witness was placed</div> <div>18 under oath to tell the truth, the whole truth,</div> <div>19 and nothing but the truth; that the proceedings</div> <div>20 were taken down by me in stenographic form and,</div> <div>21 thereafter, my notes were transcribed through</div> <div>22 computer-aided transcription; and the foregoing</div> <div>23 transcript constitutes a full, true, and</div> <div>24 accurate record of such testimony adduced and</div> <div>25 oral proceedings had, and of the whole thereof.</div> <div>26 I further certify that I am not a</div> <div>27 relative or employee of any attorney of the</div> <div>28 parties, nor do I have a financial interest in</div> <div>29 the action.</div> <div>30 I have subscribed my name on the</div> <div>31 date stated.</div> <div>32</div> <div>33</div> <div>34</div> <div>35</div> <div>36</div> <div>37</div> <div>38</div> <div>39</div> <div>40</div> <div>41</div> <div>42</div> <div>43</div> <div>44</div> <div>45</div> <div>46</div> <div>47</div> <div>48</div> <div>49</div> <div>50</div> <div>51</div> <div>52</div> <div>53</div> <div>54</div> <div>55</div> <div>56</div> <div>57</div> <div>58</div> <div>59</div> <div>60</div> <div>61</div> <div>62</div> <div>63</div> <div>64</div> <div>65</div> <div>66</div> <div>67</div> <div>68</div> <div>69</div> <div>70</div> <div>71</div> <div>72</div> <div>73</div> <div>74</div> <div>75</div> 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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 inform 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.

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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.

EXHIBIT “K”

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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,

Plaintiff,

v.

JOEL NATARIO AND JANE DOE
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,

Defendants.

Case No. CV2023-012400

**NOTICE OF DEPOSITION OF
STEVEN LINDSEY**

(Tier 2)

The Honorable Sara J. Agne

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 HOLLAND & HART LLP

6 /s/ Cory A. Talbot

7 Cory A. Talbot (Arizona Bar No. 020702)

8 Angelica M. Juarez (*pro hac vice*)

9 JOHNSON LAW PLLC

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

Attorneys for Plaintiff America First Credit Union

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

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

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

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

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

By: /s/Cory A. Talbot

34366341_v1

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.



**Holland
& Hart**

Barbara Noble
Legal Assistant

HOLLAND & HART LLP
222 South Main Street, Suite 2200, Salt Lake City, UT 84101
bknoable@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.

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 28th @ 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. 7th Street Phoenix, AZ 85006
da@coashcrv.com | 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

bknoable@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”

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Doyle@johnsonlawpllc.net

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,

Plaintiff,

v.

JOEL NATARIO AND JANE DOE
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,

Defendants.

DECLARATION OF DOYLE S. BYERS

Case No. CV2023-012400

(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 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.
5 MT.

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

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

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

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

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

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

21 DATED this 10 day of April, 2025.

22 Doyle S. Byers

23 /s/ Doyle S. Byers

24 THE FOREGOING DOCUMENT was filed with
25 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
5 Phoenix, AZ 85032
6 *Defendant pro se*

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
By: /s/ Doyle S. Byers

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
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EXHIBIT “N”

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,)

Plaintiff,)

vs.) Case No. CV2023-012400

JOEL NATARIO AND JANE DOE)
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,)

Defendants.)

DEPOSITION OF STEVEN LINDSEY

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

REPORTED BY:

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

**CERTIFIED
TRANSCRIPT**

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

6
7 APPEARANCES:

8 For the Plaintiff:

9 HOLLAND & HART LLP
10 By: Cory A. Talbot, Esq.
11 222 South Main Street
12 Suite 2200
13 Salt Lake City, Utah 84101
14 catalbot@hollandhart.com
15 (Appeared via videoconference)
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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.

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

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(Exhibit 1 marked.)

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


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

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

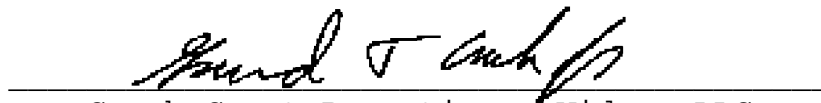
10 I CERTIFY that I am in no way related to any of the
11 parties hereto nor am I in any way interested in the outcome
12 hereof.

13 I CERTIFY that I have complied with the ethical
14 obligations set forth in ACJA 7-206(F)(3) and ACJA
15 7-206 J(1)(g)(1) and (2).

16 Dated at Phoenix, Arizona, this 28th day of March,
17 2025.

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

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

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

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