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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- The policy file is a one-page excerpt, but the text refers to policy pages 1 to 4 (covered risks, exclusions, conditions, Schedule B). All policy citations use the file page, p.1. Check the quotations, the definition of "Title," and the full conditions against the complete policy.
- [VERIFY: the policy's notice-of-claim and cooperation conditions, and whether they were met]. Notice was given August 28, 2026, and the records show the requested documents were sent September 9, 2026. The sources do not show whether Pinnacle Crest asked for anything further.
- [VERIFY: Nevada rules on title insurer claim handling and bad faith]. No statutes or case law are cited, and the reservation of rights is general.
- The denial rests on the Solanos being "aware of the seller's financial difficulties." The records contain only Carmen Solano's October 29, 2026 statement that they knew of no judgment. Confirm with both clients what they knew before closing, and obtain Pinnacle Crest's claim file.
- The $51,904.67 payoff is stated as of September 30, 2026, and is stale. The letter asks for an updated figure.
- The fee total of $2,920.00 is copied from loss_records.pdf and matches the sum of the three listed fees ($1,875.00 + $650.00 + $395.00). Please check it. The application fee has no date in the records.
- Legal fees of $3,150.00 are "billed to date" and continue to accrue. The sources do not show that the policy or Nevada law makes them recoverable. Decide whether to keep them in the demand.
- Loss in value: none obtained. Lost refinance savings are not quantified. The payment figures are copied as read, with no difference calculated.
- No date of loss is in the sources, so it is left as a placeholder. Also missing: firm address, letter date, delivery method, Pinnacle Crest's address, demand amount and response deadline.

Quintero Hale LLP
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Roberta Lyle, Claims Counsel
Pinnacle Crest Title Insurance Company
Claims Department
[ADD: street address]
[ADD: city, state ZIP]

Re: Demand for Coverage Under Owner's Policy No. OP-NV-25-006612; Insureds: Javier Solano and Carmen Solano; Claim No. PC-26-10934; Property: 9020 Mesa Verdant Court, Silver Reach, Nevada; Date of Loss: [ADD: date of loss]

Dear Ms. Lyle:

Introduction

We represent Javier Solano and Carmen Solano, the insureds under Owner's Policy of Title Insurance No. OP-NV-25-006612, issued by Pinnacle Crest Title Insurance Company for 9020 Mesa Verdant Court, Silver Reach, Nevada [firm notes] [owners_policy_excerpt.pdf p.1]. This letter follows the notice of claim our clients gave on August 28, 2026, which Pinnacle Crest acknowledged on September 3, 2026 as Claim No. PC-26-10934 [claim_correspondence.pdf p.1]. On October 22, 2026, Pinnacle Crest denied coverage under Exclusion 3(a) [claim_correspondence.pdf p.1]. Our clients ask that the denial be reversed, that the judgment lien be removed or paid off by Pinnacle Crest, and that their refinance losses be paid [firm notes].

The policy

Pinnacle Crest issued the policy with a Date of Policy of March 6, 2025, at 2:14 PM, and an Amount of Insurance of $535,000.00. The named insureds are Javier Solano and Carmen Solano. The land is Lot 41, Mesa Verdant Unit 3, Juniper County [owners_policy_excerpt.pdf p.1]. The deed to our clients is a Grant, Bargain and Sale Deed from Russell Kemper, recorded March 6, 2025, as Document 2025-0018822 in the Juniper County Recorder's office [owners_policy_excerpt.pdf p.1].

The policy's covered risks state: "The Company insures against loss or damage sustained by reason of: ... 2. Any defect in or lien or encumbrance on the Title." [owners_policy_excerpt.pdf p.1]

Pinnacle Crest relies on Exclusion 3, which excludes "Defects, liens, encumbrances ... (a) created, suffered, assumed or agreed to by the Insured Claimant." [owners_policy_excerpt.pdf p.1]

The policy conditions provide:

- Condition 3, Notice of Claim: "The Insured shall notify the Company promptly in writing of any claim of a lien adverse to the Title." [owners_policy_excerpt.pdf p.1]

- Condition 5, Defense: "The Company, at its own cost, shall defend the Title or, at its option, pay to remove the lien." [owners_policy_excerpt.pdf p.1]
- Condition 7, Cooperation: "The Insured shall provide reasonable aid and documents requested by the Company." [owners_policy_excerpt.pdf p.1]

[VERIFY: the policy's notice-of-claim and cooperation conditions, and whether they were met]

The title defect

An Abstract of Judgment was recorded on November 18, 2024, in the Juniper County Recorder's office as Document 2024-0074519. The judgment creditor is Highdesert Building Supply Inc. and the judgment debtor is Russell Kemper. The judgment is for $46,318.22, entered October 30, 2024, in Juniper County District Court [judgment_lien_and_title_report.pdf p.1]. Mr. Kemper owned 9020 Mesa Verdant Court until he sold it to our clients on March 6, 2025 [judgment_lien_and_title_report.pdf p.1].

Our clients learned of the judgment through the Preliminary Title Report issued by Sagebrook Title Agency on August 14, 2026, for their refinance lender, Lakefront Federal Credit Union. Requirement 6 of that report calls for a "Satisfaction and release of Abstract of Judgment recorded November 18, 2024, Document 2024-0074519," and states: "This judgment attached to the land while vested in Russell Kemper and remains a lien." [judgment_lien_and_title_report.pdf p.1] Highdesert Building Supply Inc., through its counsel, stated a payoff of $51,904.67 as of September 30, 2026, including accrued interest and costs [judgment_lien_and_title_report.pdf p.1].

The lien is not within any Schedule B exception. Schedule B lists three: (1) 2025-2026 general and special taxes, a lien not yet due; (2) the covenants, conditions and restrictions of Mesa Verdant Unit 3, recorded 2006; and (3) public utility easements shown on the plat. The excerpt records "No exception for any judgment or lien against a prior owner." [owners_policy_excerpt.pdf p.1]

Exclusion 3(a) does not apply on the records we have reviewed. The judgment was entered against Mr. Kemper on October 30, 2024, and recorded on November 18, 2024. Both dates precede our clients' purchase on March 6, 2025 [judgment_lien_and_title_report.pdf p.1]. Pinnacle Crest's own title commitment dated February 12, 2025, listed no Schedule B Part I requirement for this judgment [judgment_lien_and_title_report.pdf p.1]. At closing, Mr. Kemper signed a seller's affidavit stating: "There are no unpaid judgments against me." [judgment_lien_and_title_report.pdf p.1]

The October 22, 2026 denial letter, signed by claims examiner Neil Dunmore, states that "[t]he Insureds were aware of the seller's financial difficulties, and the lien was therefore suffered or assumed by them." [claim_correspondence.pdf p.1] The letter identifies no fact showing that our clients created, suffered, assumed or agreed to this judgment lien. On October 29, 2026, Carmen Solano wrote to Mr. Dunmore: "We did not know about any judgment. We relied on your commitment, which listed none. Please tell us what facts you are relying on." As of November

16, 2026, there was no reply [claim_correspondence.pdf p.1]. [ADD: why the defect falls outside the exceptions, if further explanation is needed]

Claim history

Date	Event	Source
October 30, 2024	Judgment against Russell Kemper entered for $46,318.22	judgment_lien_and_title_report.pdf p.1
November 18, 2024	Abstract of Judgment recorded, Document 2024-0074519	judgment_lien_and_title_report.pdf p.1
February 12, 2025	Pinnacle Crest title commitment issued; no requirement for the judgment	judgment_lien_and_title_report.pdf p.1
March 6, 2025	Closing; deed recorded (Document 2025-0018822); policy issued; Mr. Kemper signs seller's affidavit	owners_policy_excerpt.pdf p.1; judgment_lien_and_title_report.pdf p.1
August 5, 2026	Refinance rate lock: $398,000.00 at 5.125 percent, expiring September 30, 2026	loss_records.pdf p.1
August 14, 2026	Sagebrook Title Agency preliminary title report lists the judgment as Requirement 6	judgment_lien_and_title_report.pdf p.1
August 28, 2026	Our clients give written notice of claim by certified mail and email	claim_correspondence.pdf p.1
September 2, 2026	Highdesert Building Supply Inc.'s counsel states payoff of $51,904.67 as of September 30, 2026	judgment_lien_and_title_report.pdf p.1
September 3, 2026	Pinnacle Crest acknowledges claim, assigns Claim No. PC-26-10934, and requests settlement statement and refinance loan documents	claim_correspondence.pdf p.1
September 9, 2026	Our clients email settlement statement and refinance application to Mr. Dunmore	claim_correspondence.pdf p.1
September 28, 2026	Rate lock extended to October 31, 2026; $1,875.00 extension fee paid by our clients	loss_records.pdf p.1
October 22, 2026	Pinnacle Crest denies coverage under Exclusion 3(a)	claim_correspondence.pdf p.1
October 29, 2026	Carmen Solano asks Pinnacle Crest to identify the facts it relies on	claim_correspondence.pdf p.1
October 31, 2026	Lakefront Federal Credit Union advises the rate lock expired because the title requirement was not cleared; current available rate is 5.875 percent	loss_records.pdf p.1
November 3, 2026	Our clients withdraw the refinance	loss_records.pdf p.1
November 4, 2026	Lakefront loan officer Dana Whitcombe advises it cannot close any loan on the	loss_records.pdf p.1

Date	Event	Source
	property while the judgment lien remains of record	
November 16, 2026	No reply to October 29, 2026 email	claim_correspondence.pdf p.1

Loss to our client

The refinance was a $398,000.00 loan locked at 5.125 percent [loss_records.pdf p.1]. Lakefront's comparison dated November 3, 2026, shows a monthly payment of $2,167.11 at the locked rate and $2,698.40 on our clients' current loan [loss_records.pdf p.1]. Lakefront has said it will not close any loan while the judgment lien remains of record, and that it will take a new application at the rate then available once title is clear [loss_records.pdf p.1].

Item	Date	Amount	Source
Rate lock extension fee, Lakefront Federal Credit Union	September 28, 2026	$1,875.00	loss_records.pdf p.1
Appraisal fee, Desert Rim Appraisal, Invoice 4402 (non-refundable)	August 9, 2026	$650.00	loss_records.pdf p.1
Credit union application fee	[ADD: date paid]	$395.00	loss_records.pdf p.1
Total (as read from the bills): refinance fees paid		**$2,920.00**	loss_records.pdf p.1
Legal fees, Quintero Hale LLP, billed to date (further fees continue)	Statement dated November 10, 2026	$3,150.00	loss_records.pdf p.1
Lost refinance savings		[ADD: quantification of lost refinance savings]	
Loss in value of the property		[ADD: estimate of loss in value]	

No estimate of loss in the value of the property has been obtained to date [loss_records.pdf p.1].

Demand

On behalf of Javier and Carmen Solano, we demand that Pinnacle Crest:

- Withdraw its October 22, 2026 denial and accept coverage for Claim No. PC-26-10934 under Policy No. OP-NV-25-006612.
- Perform its obligation under Condition 5 by defending the Title or paying to remove the Highdesert Building Supply Inc. judgment lien, Document 2024-0074519, and obtain a recorded satisfaction and release. The last payoff figure we have is $51,904.67 as of September 30, 2026. Please obtain an updated payoff directly, or [ADD: updated payoff figure, if obtained].

- Pay our clients' losses resulting from the lien in the amount of [ADD: demand amount].
- Identify in writing every fact on which Pinnacle Crest relies for its conclusion that our clients created, suffered, assumed or agreed to the lien, as Carmen Solano requested on October 29, 2026.
- Provide a complete copy of the claim file for Claim No. PC-26-10934.

Please respond in writing by [ADD: response deadline]. Our clients have cooperated with Pinnacle Crest's requests for documents, and they remain willing to provide reasonable additional information under Condition 7. Please direct all further communications on this claim to this office.

Our clients reserve all rights and remedies under the policy and applicable law, including with respect to Pinnacle Crest's handling of this claim, and nothing in this letter waives any of them. [VERIFY: Nevada rules on title insurer claim handling and bad faith]

Sincerely,

Adriana P. Quintero
Quintero Hale LLP