

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2 NONA TOBIN, as Trustee of the
3 GORDON B. HANSEN TRUST dated
4 8/22/08,

5 Appellants,

6 vs.

7 JOEL A. STOKES and SANDRA F.
8 STOKES, as Trustees of the
9 JIMI JACK IRREVOCABLE TRUST;
10 YUEN K. LEE, an individual, d/b/a
11 Manager, F. BONDURANT, LLC.,
12 SUN CITY ANTHEM COMMUNITY
13 ASSOCIATION, INC.; AND
14 NATIONSTAR MORTGAGE, LLC,

15 Respondents.

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Supreme Court Case No.: 79295

District Court Case No A-15-720032-C
Consolidated with A-16-730078-C

16 **APPELLANT’S APPENDIX OF DOCUMENTS**

17 **VOLUME III of XIV**

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V	Amended Notice of Entry of Stipulation and Order Reforming Caption	AA 001025 - AA001034
XIV	Amended Transcript of Proceedings of Pretrial Conference to Correct Attorney Name Only 04/25/19	AA 002837 - AA 002860
XIV	Amended Transcript to Correct Title of Motion: Third Parties Nona Tobin and Steve Hansen's Motion to Intervene 09/29/16	AA 002885 - AA 002899
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IV	Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 000652 - AA 000826
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I	Jimijack Irrevocable Trust's Motion to Consolidate Case No. A-16-730078-C and Case No. A-15-720032-C	AA 000136 - AA 000140

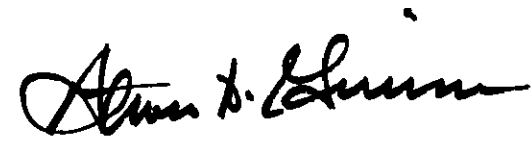
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CLERK OF THE COURT

1 **AACC**
NONA TOBIN, Trustee
2 Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
3 Henderson NV 89052
Phone: (702) 465-2199
4 nonatobin@gmail.com
Defendant-in-Intervention/Cross-Claimant,
5 *In Proper Person*

6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

7
8 **JOEL A. STOKES and SANDRA F. STOKES,**
as trustees of the JIMI JACK IRREVOCABLE
9 TRUST,

10 **Plaintiffs,**

11 vs.

12 **BANK OF AMERICA, N.A.; SUN CITY**
ANTHEM COMMUNITY ASSOCIATION,
13 **INC.; DOES 1 through X and ROE BUSINESS**
ENTITIES 1 through 10, inclusive,

14 **Defendants.**

15
16 **NONA TOBIN, an individual, and Trustee of**
the GORDON B. HANSEN TRUST, dated
17 **8/22/08**

18 **Counter-Claimant,**

19 vs.

20 **JOEL A. STOKES and SANDRA F. STOKES,**
as trustees of the JIMI JACK IRREVOCABLE
21 TRUST,

22 **Counter- Defendants.**
23
24

Case No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S ANSWER TO
PLAINTIFF'S COMPLAINT AND
COUNTERCLAIM**

1 **ANSWER**

2 COME NOW, Defendant-in-Intervention, NONA TOBIN, Trustee of the Gordon B.
3 Hansen Trust, an individual, (Hereinafter "*Defendant*"), in proper person, and hereby answers
4 the five claims for relief in Plaintiffs' June 16, 2015, complaint and affirms or denies the
5 Plaintiffs' allegations as follows:

6 1. Defendant admits the allegations contained in paragraphs: 3, and 8 of Plaintiffs'
7 complaint.

8 2. Defendant denies the allegations contained in paragraphs: 1, 4, 5, 6, 9, 11, 12, 13,
9 14, 15, 16, 17, 18, 20, 21, 22, 23, 25, 26, 27, 28, 30, 31, 32, 34, 35, and 36 of Plaintiffs'
10 complaint.

11 3. Defendant is without sufficient knowledge or information to form a belief as to
12 truth of the allegations contained in paragraphs: 2, 7, 10, 19, 24, 29, and 33 of Plaintiffs'
13 complaint, and deny these allegations upon that basis.

14 **AFFIRMATIVE DEFENSES**

15 **FIRST AFFIRMATIVE DEFENSE**
16 **(Failure to State a Claim)**

17 Plaintiffs' Complaint fails to state a claim against Defendant upon which relief can be
18 granted.

19 **SECOND AFFIRMATIVE DEFENSE**
20 **(Priority)**

21 Defendant's equitable Grant, Bargain, Sale Deed takes priority over Plaintiffs' fraudulent
22 Quit Claim Deed.

23 **THIRD AFFIRMATIVE DEFENSE**
24 **(Assumption of Risk)**

Plaintiffs, at all material times, calculated, knew and understood the risks inherent in the

1 situations, actions, omissions, and transactions upon which they now base their various claims
2 for relief, and with such knowledge, Plaintiffs undertook and thereby assumed such risks and is
3 consequently barred from all recovery by such assumption of risk.

4 **FOURTH AFFIRMATIVE DEFENSE**
5 **(Commercial Reasonableness)**

6 Per *Shadow Wood Court*, (*Shadow Wood Homeowners Association Inc. v. NY Com. Bank*
7 132 Nev. Adv Op 5 at 15 (2016), this Court must invalidate the HOA Sale as the sale price was
8 less than 20% of Fair Market Value and the sale involved unjust enrichment, and fraudulent acts,
9 and omissions and fraudulent concealment of misdeeds.

10 **FIFTH AFFIRMATIVE DEFENSE**
11 **(Equitable Doctrines and NRS 116.1113 Obligation of good faith)**

12 Defendant alleges that the Plaintiffs' claims are barred by the equitable doctrines of
13 unclean hands and failure to act in good faith.

14 **SIXTH AFFIRMATIVE DEFENSE**
15 **(Fraudulent Concealment)**

16 Plaintiffs and their attorneys fraudulently concealed their complicity with the HOA
17 Agents and the straw buyer in the manner, the timing, and financing in taking title and
18 possession to Defendant's property, hereby contributing to the elements that made the sale
19 voidable, i.e., that the property was not purchased by a bona fide purchaser for value originally
20 at the August 15, 2014 HOA sale and that none of the subsequent purchasers, if any, were
21 innocent third parties whose interests are worthy of any protection.

22 **SEVENTH AFFIRMATIVE DEFENSE**
23 **(Waiver and Estoppel)**

24 Defendant alleges that by reason of Plaintiffs ' acts and omissions, Plaintiffs have waived
their rights and are estopped from asserting their claims against Defendant.

///

1 **EIGHTH AFFIRMATIVE DEFENSE**
2 **(Void for Vagueness and Ambiguity)**

3 Chapter 116.3116-NRS116.31168 and other statutes, bylaws and CC&Rs that govern
4 liens and collections for overdue assessments, notices, and the HOA's granting of its authority to
5 its Agent or Trustee to conduct foreclosure sales for delinquent assessments are void for
6 vagueness and ambiguity.

7 **NINTH AFFIRMATIVE DEFENSE**
8 **(Violation of Due Process)**

9 Defendant cannot be deprived of her property interest in violation of the Procedural Due
10 Process Clause of the 5th and 14th Amendments of the United States Constitution and Article 1,
11 Sec. 8, of the Nevada Constitution. The August 19, 2016 *Bournes Valley Court Trust v. Wells*
12 *Fargo*, Ninth Circuit Appellate Court Decision, No. 15-15233 D.C. No. 2:13-cv-00649-PMP-
13 NJK established the NRS 116 statutes controlling HOA foreclosures violated the banks'
14 Constitutional protection. The facts of the case will show that the due process rights and title
15 interests of Defendant as the property owner were also violated by the HOA Agents'
16 implementation of the flawed statute.

17 *"We hold that the Statute's "opt-in" notice scheme... facially violated the lender's*
18 *constitutional due process rights under the Fourteenth Amendment to the Federal*
19 *Constitution. We therefore vacate the district court's judgment and remand for*
20 *proceedings consistent with this opinion."*

21 *Id.*

22 A determination that the disputed HOA sale was defective would unwind the title record
23 of the Subject Property, and open the door for quiet title judgment in the Defendant's favor.

24 **TENTH AFFIRMATIVE DEFENSE**
(Violation of Procedural Due Process)

The HOA sale was conducted in a manner that deprived Defendant of her property

1 interest without due process pursuant to: Due Process Clause of the Nevada Constitution and
2 United States Constitution, violations of the Sun City Anthem Community Association, Inc.
3 (HOA) governing documents; non-compliance with NRS 116.31085, NRS 38.310, NRS
4 116.31162 through NRS 116.31168, for reasons equivalent to due process violations lenders
5 experienced by the opt-in notice scheme of NRS 116.3116 et seq.

6
7 **ELEVENTH AFFIRMATIVE DEFENSE**
8 **(Supremacy Clause)**

9 The HOA sale is void or otherwise does not operate to deprive Defendant of her equitable
10 title or any other property rights pursuant to the Supremacy Clause of the United States
11 Constitution.

12
13 **TWELFTH AFFIRMATIVE DEFENSE**
14 **(Property Clause)**

15 The HOA sale is void or does not operate to deprive Defendant of equitable title or any
16 other property rights pursuant to the Property Clause of the United States Constitution.

17
18 **THIRTEENTH AFFIRMATIVE DEFENSE**
19 **(Unjust Enrichment)**

20 Defendant alleges that the Plaintiffs' adverse possession of the Subject Property and any
21 and all rents they have collected since the date they acquired possession of the Subject Property,
22 have unjustly enriched Plaintiffs.

23
24 **FOURTEENTH AFFIRMATIVE DEFENSE**
(Failure to Mitigate Damages)

Defendant alleges that the Plaintiffs' claims are barred in whole or in part because of the
Plaintiffs' failure to take reasonable steps to mitigate the damage in this case.

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1 **FIFTEENTH AFFIRMATIVE DEFENSE**
2 **(Additional Affirmative Defenses)**

3 Defendant hereby incorporate by reference those affirmative defenses enumerated in Rule
4 8 of the Nevada Rules of Civil Procedure as though fully set forth herein. In the event further
5 investigation or discovery reveals the applicability of any such defenses, Defendant reserves the
6 right to seek leave of court to amend this answer to specifically assert the same. Such defenses
7 are herein incorporated by reference for the specific purpose of not waiving same.

8 WHEREFORE, Defendant prays for judgment against Plaintiffs as follows:

- 9 1. That Plaintiffs take nothing by way of their Complaint;
10 2. That the Court make a judicial determination that Defendant's claim of title is
11 superior to Plaintiffs' claim to title;
12 3. For legal fees and costs of suit herein incurred; and,
13 4. For such other and additional relief as the Court deems proper under the
14 circumstances.

15 **COUNTERCLAIM**

16 COMES NOW, Defendant-in-Intervention/Counter-Claimant, NONA TOBIN, (Herein
17 "*Counter-Claimant*" or "*Tobin*"), in proper person, and hereby submits her Counterclaim
18 against Counter-Defendants, Joel A. Stokes and Sandra F. Stokes, as trustees of the JimiJack
19 Irrevocable Trust, Does I through X; and Roe Corporations XI through XX, inclusive
(collectively, "*Counter-Defendants*").

20 **I.**

21 **PARTIES, JURISDICTION, AND VENUE**

22 1. Counter-Claimant, NONA TOBIN, Trustee of the GORDON B. HANSEN TRUST,
23 Dated 8/22/08, (Herein "*Counter-Claimant*" or "*Tobin*"), is an Individual, and is a resident of
24 Sun City Community Association, Inc. (HOA), Henderson, Nevada. She is a beneficiary of, and

1 the Trustee of, the Gordon B. Hansen Trust, dated 8/22/08 as amended 8/10/11 (Herein “*GBH*
2 *Trust*”), the titleholder of the Subject Property at the time of the disputed foreclosure sale (Herein
3 “HOA sale”) for delinquent assessments (Herein “HOA dues”).

4 2. Upon information and belief, Counter-Defendants, JOEL A. STOKES and SANDRA
5 F. STOKES, (Herein “*Stokes*” or “*Counter-Defendants*”) are the trustees of the JimiJack
6 Irrevocable Trust (Herein “*Jimijack*”), and are residents of Nevada.

7 3. Counter-Defendants DOES 1-10, and ROE CORPORATIONS 1-10 are unknown at
8 this time. Counter-Claimant expressly reserves the right to add additional parties when and if the
9 names of such parties become available.

10 4. The Real Property that is the subject of this civil action is in Sun City Anthem
11 Community Association, Inc. (HOA), and is commonly known as: 2763 White Sage Drive,
12 Henderson, Nevada 89052, A.P.N 191-13-811-052 (“*Subject Property*”).

13 5. Venue and jurisdiction is proper as this action is within the jurisdictional limits of this
14 Court. Venue is proper because the Subject Property involved in this case is located in, and a
15 substantial part of the event or omissions giving rise to Counter-Claimant’s claims occurred in
16 Clark County, Nevada.

17 6. That pursuant to NRS 30.010 et seq. and NRS 40.010, this Court has the power and
18 authority to declare Counter-Claimant’s rights and interests in the Property and to resolve
19 Counter- Defendants' adverse claims in the Property.

20 7. Further, that pursuant to NRS 30.010 et seq., this Court has the power and authority to
21 declare the rights and interest of the parties following the acts and omissions of the HOA and
22 HOA Agents in foreclosing the Property.

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III.

GENERAL ALLEGATIONS

8. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth herein.

9. That on or about July 30, 2003, Gordon B. Hansen (Herein "*Hansen*"), purchased the Subject Property. The Deed of Trust executed by Hansen features Western Thrift & Loan as the Lender, Mortgage Electronic Registration Systems, Inc. ("MERS") as the Beneficiary, Joan H. Anderson as the Trustee, and secured a loan in the amount of \$436,000.00.

10. Gordon Hansen retained the property as his principal residence and sole property in a 2004 divorce settlement. Marilyn Hansen signed a Quit claim Deed, recorded on June 11, 2004, relinquishing all interest. All secured Deeds of Trust in both their names were paid off and re-conveyed to be solely in Gordon Hansen's name at the time of the divorce.

11. Gordon Hansen created the Gordon B. Hansen Trust, dated August 22, 2008, and deeded 2763 White Sage Dr., Henderson NV, 89052, (herein "*Subject Property*") into the GBH Trust on August 27, 2008.

12. The Trust held the title to the Subject Property until the Foreclosure Deed from the August 15, 2014 HOA sale was recorded on August 22, 2014.

13. NONA TOBIN, Trustee of the Gordon B. Hansen Trust, dated 8/22/08, was nominated to be the Successor Trustee in the event of Gordon B. Hansen's death, and actually became the Successor Trustee when Hansen died on January 14, 2012. His son, Steve Hansen, is the only other member of the Trust, and they are equal beneficiaries.

14. That on August 15, 2014, the Subject Property was sold at an HOA foreclosure sale that was held by Sun City Anthem Community Association, Inc., and was purchased by Opportunity Homes, LLC, alter ego of Realtor Thomas Lucas, for a commercially unreasonable sum of

1 \$63,100.00.

2 15. That the HOA foreclosure sale violated Nevada law, and was otherwise procedurally
3 defective, null, and *void*.

4 16. That the Stokes claim to be the sole owners in fee since June 3, 2015, is invalid as the
5 HOA foreclosure sale was defective due to its many statutory and procedural violations and due
6 to the Stokes' complicity with HOA Agents and/or others in the subsequent fraudulent re-
7 conveyance of the Subject Property to them on September 25, 2014, directly after the HOA sale.

8 **FIRST CAUSE OF ACTION:**

9 **(Quiet Title and Equitable Relief)**

10 17. The HOA Sale is void and should be set aside or rescinded for failure of HOA, the
11 HOA Agents and the fictitious Defendants to assure due process to Counter-Claimant via the
12 provision of proper, and sufficient notices or conduct hearings, appeals, or pre-foreclosure
13 mediation as required by Nevada statutes and the HOA governing documents.

14 18. Due to the numerous defects in the chain of title via the invalid HOA sale, and invalid
15 subsequent transfers of title, Counter-Defendants are not bona fide title holders and are co-
16 conspirators in the fraudulent conveyance of the property, and Counter-Claimant is entitled to
17 declaratory relief, quieting title in her favor.

18 19. For all the reasons set forth, Counter-Claimant is entitled to a determination from this
19 Court, pursuant to NRS 40.010, that Counter-Claimant rights to title should be restored, and that
20 Counter-Claimant's rights are superior to the interests of Counter-Defendants, and that Counter-
21 Claimant is entitled to a declaratory judgment quieting title in her favor.

22 20. That Counter-Claimant is entitled to determination from this Court that the HOA Sale is
23 unlawful and void and conveyed no legitimate interest to Counter-Defendants.
24

1 21. That Counter-Claimant has been required to incur legal fees and costs for the
2 prosecution of this matter, and therefore, is entitled to reasonable legal fees and costs.

3 22. That Subsequent Purchasers STOKES/JIMJACK and F. BONDURANT were not Bona
4 Fide Purchasers nor Innocent Third Parties who deserve the Court's protection. (*Smith v. United*
5 *States*, 373 F.2d 419, 424 as cited in *Shadow Wood*.)

6 23. Counter-Claimant alleges that the Stokes and other subsequent purchasers have
7 “Unclean Hands”, are not bona fide purchasers for value, and not innocent third parties, and:

8 24. That NRS 111.180 (2) rules out the Stokes, Jimijack, and F. Bondurant, LLC in default,
9 and Yuen Lee as innocent parties in that the subsequent purchaser cannot be deemed bona fide if
10 they “had actual knowledge, constructive notice or reasonable cause to know of the fraud
11 intended.”

12 25. That Joel and Sandra Stokes cannot be construed to be innocent third parties because
13 of: a) their knowledge of other HOA foreclosures and clouded titles they own; b) their
14 participation in fraudulent acts during the property's re-conveyance after the sale; c) their failure
15 to properly register and license Jimijack as a business entity while attempting to use it as a shield
16 against the property's forfeiture in an adverse judgment; and d) their knowledge of the defects in
17 this property's title that increased their probability of gaining an unjust windfall from a first deed
18 of trust without a clear owner of the Note.

19 26. That F. Bondurant, LLC in default, as the other supposed successive purchaser, also has
20 many flaws in the manner title passed briefly through an entity in default.

21 27. That the F. Bondurant “Manager” Yuen K. Lee's signature is on the falsely notarized
22 deed as if LEE were LUCAS who had the authority to convey the property to the Stokes.

23 28. That JIMIACK lacks standing to be the Real Party in Interest, as it is not a properly
24

1 licensed and registered entity to conduct business in Nevada, per NRS Chapter 76, 78, 80, 86 or
2 88 or 88A.

3 29. That Stokes' self-identification as the Real Party in Interest is unexpected and evolving
4 renaming themselves between or within court filings, sometimes as Trustees of Jimijack,
5 sometimes as Jimijack, an unregistered, unrecorded, and licensed entity of questionable legality.

6 30. That Joel and Sandra Stokes are taking title to property without escrow or standard
7 documentation, in a similarly unexpected and evolving manner, sometimes as Trustees, sometime
8 as individuals, sometimes as Jimijack, the unregistered entity, and sometimes, as co-owners.

9 31. That owning and receiving rents from HOA foreclosures is business for which proper
10 business licensing is required (NRS 363.015).

11 32. That the Stokes have excessively profited from this and other HOA foreclosure
12 properties by failing to register as a business, thereby evading commercial taxes as well as by
13 receiving rents while not paying any mortgage, property taxes, or property insurance;

14 33. Alternatively, that Stokes are illegally operating as a business trust without being
15 registered with the NV Secretary of State as a business trust, pursuant to NRS 88A.

16 34. That STOKES are using protections and accessing freedoms afforded to other types of
17 trusts under NRS 163 and NRS 164 intended to illegitimately protect property from forfeiture
18 rather than the more conventional use of Grantor Trusts to protect assets after the death of the
19 Grantor.

20 35. That STOKES are illegally utilizing the designation "Irrevocable Trust" as a ruse to
21 protect ill-gotten, fraudulently conveyed assets from seizure or forfeiture from without required
22 registration or annual reporting to the Nevada Secretary of State (NV SOS).

23 ///

1 **SECOND CAUSE OF ACTION:**

2 **FRAUDULENT RE-CONVEYANCE**

3 June 9, 2015 Quit Claim Deed Was Ineffective To Convey Interest

4 36. Counter-Claimant alleges that notarial violations related to the June 9, 2016 Quit Claim
5 Deed Granting Title to Stokes are sufficient to render it null and void as a legal instrument, and
6 therefore it has no power to convey title to the Stokes or Jimijack, and Defendant
7 challenges/rebutts their claims, per NRS 111.340.

8 37. That the transfer instrument which gave title to Counter-Defendants Stokes and/or
9 Jimijack does not meet the competent proof standards as set forth in NRS § 11.345, and is
10 therefore invalid, and that Counter-Claimant is legally authorized to rebut the transfer, pursuant to
11 NRS § 111.340.

12 38. That Stokes' Counsel deliberately withheld from the Court's attention, the one recorded
13 document that purports to convey title to them, to conceal serious defects and their complicity in
14 it. (Exhibit

15 39. That there are multiple notarial violations that were committed by notary, CluAynne A.
16 Corwin ("*Ms. Corwin*"), who falsely attested to the authorizing signature, which is sufficient to
17 invalidate the document, and which carry criminal penalties:

- 18 a. Ms. Corwin using her stamp as an offer of proof that for an instrument known to be
19 false NRS 240.075;
20 b. not making an entry into her journal of legally-required information NRS 240.120
21 (1)(b)(c)(d)(e)(f)(g);
22 c. not requiring identification (NRS 240.,120(4), NRS 240.155 (1)(2));
23 d. notarizing the signature of someone who was not in her presence, (NRS 240.155),
24 e. refusing to give TOBIN an acknowledgement that there was no notarial entry in her
journal;

1 f. refusing to provide a certified copy of the page where the entry should have been;
2 and

3 g. Refusing to allow her journal to be inspected for other signatures she notarized
4 involving parties in this case, or their Counsel, Mr. Hong. See, NRS 240.120(6)(a)
5 NRS 240.147

6 40. Counter-Claimant alleges that the notary, CluAynne A. Corwin, and her attorney,
7 Peter Mortenson, share a law office with F. Bondurant's non-commercial agent and Stokes'
8 attorney, Joseph Hong, and that their actions unfairly advantaged Hong's client, the Stokes.

9 41. That Hong and the Stokes should all be considered complicit in executing, causing to
10 be notarized and recorded, an instrument to claim an interest in real property which contained the
11 material misstatement of who appeared before the notary to execute the Quit Claim Deed.

12 42. That NRS 240.150(2)(a)(b) define the liability for this notarial misconduct rests with
13 the notary's employer as it was done within the course and scope of her employment.

14 (a) The employer's liability may include a civil penalty of up \$2,000 per violation and

15 (b) "the employer is liable for any damages proximately caused by the misconduct of the
16 notary".

17 43. NRS 205.395(1)(b) creates criminal penalties for "every person who executes or
18 notarizes a document purporting to create an interest in...real property, that is recorded in the
19 office of the county recorder...and who knows or has reason to know that the document
20 ...contains a material misstatement or false claim or is otherwise invalid has made a false
21 representation ...(2)...is guilty of a category C felony..."

22 44. That the instrument cannot legally convey real property due to the violations of the
23 *Statute of Frauds*:

24 45. a) NRS 111.125(1)(2) proof required from subscribing witness was insufficient;

1 46. b) NRS 111.315 was violated in that the document was not "...proved, acknowledged
2 and certified in the manner prescribed in this chapter..." prior to being "recorded in the office of
3 the recorder of the county in which the property is situated...";

4 47. c) NRS 111.345 does not permit an improperly notarized instrument to legally convey
5 real property or to be received into evidence.

6 **THIRD CAUSE OF ACTION:**

7 **UNJUST ENRICHMENT**

8 48. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set
9 forth herein.

10 49. Counter-Claimant alleges that the Stokes have unfairly had the exclusive title,
11 possession, use and enjoyment of the Subject Property since September 26, 2014 since it was
12 illegally taken from the Counter-Claimant by the illegally-conducted HOA sale.

13 50. That the Stokes acquired the Subject Property for a commercially unreasonable sum of
14 One Dollar.

15 51. That the Stokes underpaid the Real Property Transfer Tax by claiming a fair market
16 value of \$273,000 at the same time as they listed the property on the MLS for \$569,900.

17 52. That the Stokes have collected \$1,500/month in rent for over two years for the Subject
18 Property, one of multiple HOA foreclosures they own, and have not paid anything toward
19 mortgages, any homeowners insurance, or any taxes, real estate or commercial, in relation to
20 their rental business.

21 53. That the Stokes have acquired multiple HOA foreclosures which share a common
22 defect in the chain of title through the same questionable "Quit Claim for One Dollar Method",
23 and that their knowledge of specific title defects made these properties the perfect targets to
24

1 perpetuate an extraordinarily profitable “rental scam”, i.e., be able to collect rents on a property
2 purchased for pennies on a dollar and without paying a mortgage, taxes, or insurance for a very
3 long time because there was no clear owner of the security interest with standing to foreclose.

4 54. That the Stokes’ accumulation of excessive profits from acquiring multiple similarly-
5 distressed HOA foreclosure properties is not a product their astute real estate investment acumen
6 or strategy or a fortuitous happenstance of timing, but rather by illicit acts in complicity with the
7 buyers and sellers at the HOA sales that permitted them to unjustly and covertly to enrich
8 themselves.

9 55. That this knowledge of defects in title was illegally and covertly provided to the
10 Stokes, rendering them conspirators in fraudulent re-conveyance of these properties depriving
11 Counter-Claimant of the title and all other benefits and profits of ownership of the Property.

12 56. That the HOA “Resident Transaction Report” for the Subject Property establishes that
13 there was collusion between the HOA Agent that conducted the HOA sale (RRFS) and the HOA
14 Agent who had the HOA management contract (FSR) and Realtor Thomas Lucas d/b/a Op
15 Homes to illegally, and covertly, pass possession of the property on September 25, 2014 to the
16 Stokes which: a) contradicted title changes recorded in both the June 9, 2015, Quit Claim Deeds;
17 and b) cheated the HOA of the CC&R section 8.12-mandated Asset Enhancement fee from all
18 three supposed titleholders, totally approximately \$2,000 (1/3 of 1% of three (fraudulently-
19 under-stated) gross sales prices) or \$4,500 if based on fair market value, and c) cheated the HOA
20 of the \$225.00 New Member set-up fees due from each of the supposed intervening owners, i.e.,
21 Thomas Lucas d/b/a Opportunity Homes LLC or Yuen K. Lee d/b/a F. Bondurant, LLC in
22 default, i.e., another \$450 kept by the HOA’s self-serving Agents and not given to the HOA.

1 57. That the Stokes have unfairly profited from not getting business licenses or
2 commercial registration for Jimijack, thereby evading taxes and fees that would have been
3 required of a properly registered and licensed entity that does business in the State of Nevada.

4 58. That Counter-Defendants and fictitious Counter-Defendants have benefitted from the
5 unlawful HOA Sale and nature of the real property.

6 59. That Counter-Defendants and fictitious Counter-Defendants have benefitted by failing
7 to pay the taxes, insurance or homeowner's association, Asset Enhancement, and New Member
8 transfer fees since the time of the HOA Sale.

9 60. That if Counter-Claimant's counterclaim is successful in quieting title against
10 Counter-Defendants, and setting aside the defective HOA Sale, Counter-Defendants and
11 fictitious Counter-Defendants will have been unjustly enriched by the HOA Sale and usage of
12 the Property.

13 61. Counter-Claimant has suffered and will continue to suffer damages if Counter-
14 Defendants and fictitious Counter-Defendants retain their interests in the Property and the funds
15 received from the HOA Sale, including but not limited to, any rental income they may be
16 receiving from the property.

17 **FOURTH CAUSE OF ACTION:**

18 **CIVIL CONSPIRACY**

19 62. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set
20 forth herein.

21 63. That Counter-Defendants JOEL AND SANDRA STOKES acted in concert to conceal
22 illegal acts resulting in unfairly depriving Counter-Claimant of the Subject Property for the
23 unjust enrichment of themselves and undeserving fellow conspirators.

1 64. That Counter-Defendants JOEL AND SANDRA STOKES and others complicit in
2 fraudulent conduct of HOA sale and re-conveyance of property to non-bona fide purchasers
3 unfairly deprived Counter-Claimant of the Subject Property for their own unjust enrichment in
4 that notice of the actual sale was given to BHHS Realtor Tom Lucas who had a previously
5 purchased an HOA foreclosure property from RRFs, but did not give notice of the actual sale to
6 Cross-Claimant's agent, BHHS Realtor Craig Leidy.

7 65. All the elements of an actionable conspiracy were met in this case: a) two or more
8 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to
9 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or
10 damages.

11 66. That conspirators have illegally used improperly licensed and registered entities to
12 further their unfair enterprises and concealing and perpetrating unlawful conveyance of the
13 Subject Property for their unjust enrichment which resulted in Counter-Claimant's loss of title
14 and possession of the Subject Property through:

- 15 a) formation and use of a corporation to transfer to it the existing liability of another
16 person or entity (Shea v. Leonis, supra, 14 Cal. 2d 666)
- 17 b) the concealment and misrepresentation of the identity of the responsible
18 ownership, management and financial interest [210 Cal. App. 2d 840]
- 19 c) disregard of legal formalities and the failure to maintain arm's length relationships
20 among related entities (Riddle v. Leuschner, supra, 51 Cal. 2d 574)
- 21 d) the use of a corporation as a mere shell, instrumentality or conduit for a single
22 venture or the business of an individual or another corporation (McCombs v.
23 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.

1 2d 661

2 e) the use of the same office or business location; the employment of the same
3 employees and/or attorney (*McCombs v. Rudman*, supra; *Talbot v. Fresno-Pacific*
4 *Corp.*, supra; *Thomson v. L. C. Roney Co.*, supra; *Pan Pacific Sash & Door Co. v.*
5 *Greendale Park, Inc.*, supra)

6 f) the confusion of the records of the separate entities [210 Cal. App. 2d
7 839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)

8 67. That Counter-Defendants JOEL AND SANDRA STOKES, HOA Agents; BHHS
9 Realtor Thomas Lucas, Attorney Joseph Hong; Attorney Peter Mortenson; Notary CluAynne
10 M. Corwin; Yuen K. Lee as individual and as Manager of defaulted F. Bondurant, LLC; Realtor
11 Robert Goldsmith; BHHS Realtor Kristen Madden; and fictitious Defendants, acted covertly, in
12 concert to: a) Conduct and/or or profit unjustly from the HOA sale from which others were
13 excluded; and/or b) concealed the true nature, financing and timing of subsequent transfers of
14 title and/or c) to market the Subject Property contrary to MLS.

15 68. That conspirators: a) made improper, insufficient and selective notification to the HOA
16 Board, enforcement officials, and Counter-Claimant, b) utilized bogus and/or illegally structured
17 entities for fraudulent concealment of their illegal acts, c) withheld or provided false information
18 to enforcement agencies and the HOA Board and/or d) misused the Multiple Listing Service
19 (MLS) system, the County land records system and other public systems to evade detection.

20 69. That Counter-Defendants JOEL AND SANDRA STOKES and the conspiring Realtors
21 facilitated fraudulent transfers that allowed fellow conspirators to evade paying the required real
22 property transfer taxes (RPTT) and HOA-mandated New Member Set-up Fee and Asset
23 Enhancement Fees, and in so doing, the conspirators:

- 1 a) violated their licenses to purchase at the HOA sale and/or to facilitate fraudulent re-
2 conveyances;
- 3 b) utilized insider information in violation of the Exclusive Agency (ER) agreement
4 Tobin had with BHHS Broker, Forrest Barbee;
- 5 c) violated MLS directives by marketing an HOA foreclosed-property on the MLS;
- 6 d) caused to be recorded the fraudulent June 9, 2015, Quit Claim Deeds that falsified
7 the chain of title;

8 70. That Cross-Defendants' conduct deviated from the usual course of business when
9 conveying property in Nevada and failed to utilize the customary written documentation,
10 purchase agreements, neutral escrow for proper handling and accounting for funds taken in and
11 disbursed, and proper recording of instruments of conveyance.

12 **FIFTH CAUSE OF ACTION:**

13 **PRELIMINARY AND PERMANENT INJUNCTIONS**

14 71. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set
15 forth herein.

16 72. Counter-Claimant requests that the Court temporarily and permanently enjoin the
17 Stokes, Jimijack, their agents and/or assigns from marketing, transferring or controlling profits
18 from the Subject Property during the pendency of this action.

19 73. That Counter-Defendants claim an ownership interest in the Property that is adverse to
20 Counter-Claimant;

21 74. That Counter-Defendants' have unfairly profited from possession of the Property since
22 the HOA sale;
23
24

1 75. That Counter-Defendants are trying to quiet title by nefarious means before other
2 interested parties' claims are heard.

3 76. That Counter-Defendants and their agents, have used aggressive, inappropriate and
4 illegal methods to attempt to sell the property before the claims of other interested parties can be
5 heard on their merits by a) making false statements to the Court to get rulings to Quiet Title in
6 their favor; b) use a licensed Realtor to use the MLS to market an HOA foreclosure property for
7 sale in violation of MLS policy; c) did not honor Nationstar's January 22, 2015, Request for
8 Notice recorded per NRS 107; and d) have never recorded a Lis Pendens which would have
9 provided appropriate public Notice of their June 16, 2015 lawsuit.

10 **Unauthorized marketing of property on the MLS**

11 77. The Stokes disingenuously claimed in their June 16, 2015 complaint that "*Plaintiffs do*
12 *not have marketable title and cannot sell the property, market the property, insure the property*
13 *or take out loans against the property*" on the very day they listed the Subject Property for sale
14 on the MLS for \$569,900.

15 78. That the Stokes marketed the Subject Property in direct violation of the published
16 policy the Greater Las Vegas Valley Association of Realtors (GLVAR) to not use the Multiple
17 Listing Service (MLS) for marketing HOA foreclosure properties. (Exhibit)

18 79. That the Stokes utilized licensed Realtor Robert Goldsmith (who was also utilized to
19 record the two fraudulent Quit Claim Deed on June 9, 2015) to violate MLS regulations to re-
20 list it 13 times at progressively lower prices until a contingent sale at \$437,900 was posted on
21 October 23, 2015, which incidentally, was one week after the default judgment was entered
22 against BANA which absent Nationstar's learning of the judgment, might have allowed their
23 sale of the Property to be completed debt-free, for an unjust \$437,900 profit.

1 **Misrepresentations to the Court**

2 80. Judicial notice is requested of the fact that the Stokes’ Counsel declared, under penalty
3 of perjury, in their July 6, 2016 Order Shortening Time that “*Jimijack is a party to the Real*
4 *Estate Purchase Agreement with a third party...Thus, based on the July 14, 2016 status*
5 *hearing, Jimijack is hopeful and believes that the third party buyer will agree to a short*
6 *extension for the close of escrow from June 27, 2016 to July 15, 2016.*”

7 81. Stokes’ Counsel’s statement to the Court, made under penalty of perjury,
8 misrepresented the material fact that the October 23, 2015 contingent sale already had a
9 projected October 30, 2016 closing date (as published in the MLS records and printed by
10 Counter-Claimant, on June 10, 2016) which resulted in their unfairly getting an order on their
11 motion to shorten time.

12 82. That any sale or transfer of the Property, prior to the judicial determination of the
13 respective rights and interests of the parties, should be rendered invalid.

14 83. Counter-Claimant has a reasonable probability of success on the merits of the Counter-
15 Claim, and compensatory damages will not compensate for the irreparable harm suffered if
16 Counter-Claimant loses title to a bona fide purchaser.

17 **PRAYER**

18 WHEREFORE, Counter-Claimant prays for judgment against the Counter-Defendants,
19 jointly and severally, as follows:

- 20 a. For a declaration and determination that the HOA sale was void due to statutory
21 and regulatory non-compliance;
22 b. In the alternative, that the Stokes/Jimijack have no ownership rights whatsoever to
23 the Subject Property and quiet title is awarded to Counter-Claimant due to the
24

1 Stokes' complicity in the fraudulent conveyance of the Subject Property;

2 c. For a declaration and determination that the HOA Sale is null, void, and did not
3 convey title from Counter-Claimant to any alleged purchaser;

4 d. For a declaration and determination that the HOA sale was invalid and null and
5 void for the HOA's and HOA Agents' statutory and procedural violations;

6 e. For a declaration and determination that the conduct of Counter-Defendants and
7 the HOA Agents in connection with the HOA sale and the subsequent transfer of
8 title to Counter-Defendants was accompanied by actual fraud, deceit, or trickery.

9 f. Declaration by the Court that neither the Realtor Thomas Lucas d/b/a Opportunity
10 Homes, LLC, purported purchaser at the HOA sale, nor F. Bondurant, LLC or the
11 Stokes/Jimijack were bona fide purchasers for value in arms-length,
12 commercially reasonable transactions, thereby negating any and all of their
13 claimed rights to ownership of the Subject Property;

14 g. For a declaration and determination that Jimijack is not properly formed as a
15 business entity and, as such, cannot be a real party in interest or, in any way,
16 shield the Stokes from being dispossessed of the property by Court order.

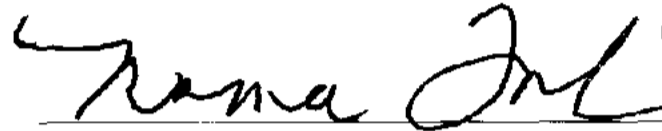
17 h. For a declaration and determination that the Stokes' manner for taking title in
18 their own names while simultaneously claiming Jimijack is the real party in
19 interest, and implying that their ownership is "Irrevocable" is, at a minimum,
20 duplicitous and renders their title claims null and void.

21 i. For a declaration and determination that F. Bondurant, LLC and the Stokes were
22 complicit in the fraudulent re-conveyances and are not, in any way, innocent third
23 parties whose rights are worthy of the Court's protection;

- 1 j. For a declaration and determination that the HOA sale was not commercially
2 unreasonable with a sales price at 18% of fair market value;
- 3 k. For a declaration and determination that the subsequent transfers which gave title
4 to Counter-Defendants were not commercially reasonable, as only \$1.00 was
5 given in consideration.
- 6 l. That Counter-Defendants are not *bona fide* purchasers for value, and that the
7 HOA sale transfers of Subject Property failed to meet the NRS 111.180 or the
8 *ShadowWood* standards;
- 9 m. For a preliminary and permanent injunction that Counter-Defendants, their
10 successors, assigns, and agents are prohibited from conducting a sale or transfer
11 of the Subject Property, or from encumbering the title to the Subject Property;
- 12 n. For a preliminary injunction that Counter-Defendants, their successors, assigns,
13 and agents be required to segregate and deposit all rents with the Court or to a
14 Court-approved trust account over which Counter-Defendants have no control;
- 15 o. For a preliminary injunction that Counter-Defendants, their successors, assigns,
16 and agents pay all taxes, insurance, HOA dues and fees during the pendency of
17 these proceedings;
- 18 p. For actual damages against the Stokes for (\$50,000 is estimated to be equivalent
19 to two years of rent, property taxes and insurance) and the amount would escalate
20 during the pendency of this action;
- 21 q. For treble the actual damages amount as punitive damages to compensate
22 Counter-Clamant for Counter-Defendants' complicity in the illegal actions,
23 including fraudulent transfer of the property;
- 24

- 1 r. For general damages in an amount in excess of \$10,000;
2 s. For specific damages in an amount as yet undetermined;
3 t. For reasonable costs and fees incurred by Counter-Claimant for the prosecution of
4 this matter;
5 u. For any other relief the Court may deem just and proper.

6 Dated this 31st day of January, 2017.

7 

8 NONA TOBIN, Trustee
9 Gordon B. Hansen Trust, Dated 8/22/08
10 2664 Olivia Heights Avenue
11 Henderson NV 89052
12 Phone: (702) 465-2199
13 nonatobin@gmail.com
14 *Defendant in Intervention/Counter-Claimant*
15 *In Proper Person*
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EXHIBIT 1

6/8/15 FRAUDULENT QUIT CLAIM DEED

FROM

F. BONDURANT, LLC (in default)

TO

JOEL A. & SANDRA STOKES

AS TRUSTEES OF

JIMIACK IRREVOCABLE TRUST (undated)

EXHIBIT 1

Inet #: 20150609-0001545

Fee: \$18.00 N/C Fee: \$0.00

RPTT: \$1377.00 Ex: #

08/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8th day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

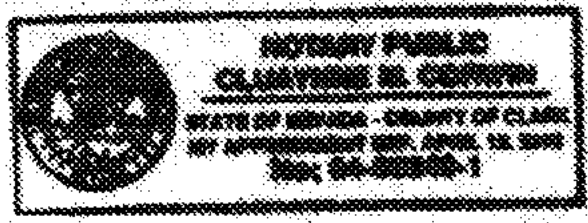
Signed, sealed and delivered in presence of:

Yeun Lee
Grantor
Yeun Lee Manager

State of Nevada }
County of Clark } ss

On this 3rd day of June, 2015, before me, Cheryll M. Cowan, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.



Signature: Cheryll M. Cowan

No 04-08240-1
April 12, 2016

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. 191-13-811-052
 b. _____
 c. _____
 d. _____

2. Type of Property:
 a. Vacant Land b. Single Fam. Res.
 c. Condo/Twnhse d. 2-4 Plex
 e. Apt. Bldg f. Comm'l/Ind'l
 g. Agricultural h. Mobile Home
 i. Other

FOR RECORDERS OPTIONAL USE ONLY
 Book _____ Page: _____
 Date of Recording: _____
 Notes: _____

3. a. Total Value/Sales Price of Property \$ 270,000
 b. Deed in Lieu of Foreclosure Only (value of property) \$ _____
 c. Transfer Tax Value: \$ _____
 d. Real Property Transfer Tax Due \$ 1377.00

4. If Exemption Claimed:
 a. Transfer Tax Exemption per NRS 375.090, Section _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Handwritten Signature] Capacity: Manager
 Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
 (REQUIRED)
 Print Name: F. Bondurant LLC
 Address: 10781 W. Twain
 City: Las Vegas
 State: Nevada Zip: 89135

BUYER (GRANTEE) INFORMATION
 (REQUIRED)
 Print Name: Joel Stokes and Sandra Stokes Trust
 Address: 5 Summit Walk Trail
 City: Henderson
 State: Nevada Zip: 89052
 Irrevocable Trust

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: Robert Goldsmith Escrow # _____
 Address: 446 Beautiful Hill
 City: Las Vegas State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 2

RESIDENT TRANSACTION REPORT

JIMI JACK BECOMES

RESIDENT 048002 ON 9/25/14

REPLACING GORDON HANSEN

RESIDENT 048001

WHOSE ACCOUNT WAS CLOSED ON 9/25/14

EXHIBIT 2

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2460 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No.	Amount	Balance
Unit Address				Bill Address				
0480 02	Jimjack in Tr 2763 White Sage Dr Henderson, NV 89052				5 Summit Walk Trail Henderson, NV 89052			
Current Credit History Code:			RM	Effective Date: 02/05/2015				
							Beg Bal	00.00
		Charge	08/25/2014	ASFR	Account Setup Fee Resal		225.00	225.00
		Charge	08/25/2014	FINE	5/29 - 5/23/14 FINES		100.00	325.00
		Charge	10/01/2014	SQA	Sun City Anthem QT Assm		275.00	600.00
		Pay	10/21/2014		Lockbox Payment	02235	-275.00	325.00
		Credit	11/05/2014	FINE	posted in error		-100.00	225.00
		Pay	11/24/2014		Lockbox Payment	02245	-225.00	00.00
		Charge	01/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	01/26/2015		Lockbox Payment	02260	-275.00	00.00
		Charge	04/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/20/2015		Lockbox Payment	02267	-275.00	00.00
		Charge	07/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	07/30/2015	LF	Late Fees		25.00	300.00
		Charge	09/03/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	09/22/2015		Lockbox Payment	00137	-350.00	00.00
		Charge	10/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	10/30/2015	LF	Late Fees		25.00	300.00
		Charge	12/02/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	12/10/2015		Receipt Processing	119	-350.00	00.00
		Charge	01/01/2016	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	01/30/2016	LF	Late Fees		25.00	300.00
		Pay	02/24/2016		Lockbox Payment	00172	-300.00	00.00
							Res Balance	00.00

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 01	Gordon B Hansen 2783 White Sage Dr Henderson, NV 89052				2864 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
	Charge		12/31/2013	LF	Late Fees		25.00	1,793.81
	Credit		12/31/2013	LF	Reverse LF		-25.00	1,768.81
	Charge		01/01/2014	SQA	Sun City Anthem QT Assem		275.00	2,043.81
	Charge		01/30/2014	LF	Late Fees		25.00	2,068.81
	Charge		03/30/2014	INT	Interest		07.15	2,075.96
	Charge		04/01/2014	SQA	Sun City Anthem QT Assem		275.00	2,350.96
	Charge		04/30/2014	LF	Late Fees		25.00	2,375.96
	Charge		05/30/2014	INT	Interest		08.36	2,384.32
	Charge		06/30/2014	INT	Interest		08.36	2,392.68
	Charge		07/01/2014	SQA	Sun City Anthem QT Assem		275.00	2,667.68
	Charge		07/30/2014	LF	Late Fees		25.00	2,692.68
	Charge		08/27/2014	INT	RRFS INT 7/14		08.36	2,701.04
	Pay		08/27/2014		Collection Payment PIF	082114	-2,701.04	00.00
	Charge		08/29/2014	FINE	Landscape Maint.		25.00	25.00
	Charge		08/30/2014	INT	Interest		09.57	34.57
	Credit		08/30/2014	INT	REV 08/14 INT		-09.57	25.00
	Charge		09/05/2014	FINE	Landscape Maint		25.00	50.00
	Charge		09/12/2014	FINE	Landscape Maint		25.00	75.00
	Charge		09/23/2014	FINE	Landscape Maint 9.19.1		25.00	100.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	75.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	50.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	25.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	00.00
							Res Balance	00.00

EXHIBIT 3

**GVLAR POLICY PROHIBITING
USE OF THE MULTIPLE LISTING SERVICE
TO MARKET HOA FORECLOSURES**

EXHIBIT 3



HOA LIEN FORECLOSURES AND THE MLS

By: David B. Sanders Esq.
GLVAR General Counsel

The MLS Committee has determined that it is the best interests of the MLS to exclude HOA Lien foreclosure properties in the MLS at this current time.

Background

Nevada Supreme Court issued its ruling regarding HOA liens in *SFR Investments Pool I, LLC v. U.S. Bank, N.A.*, 130 Nev. Adv. Op. 75 (Sept. 18, 2014). The Court found that the foreclosure upon an HOA lien can be conducted either judicially or non-judicially and that sale DOES extinguish the first deed of trust on the property when conducted properly. While clarifying those two issues, the Supreme Court's decision leaves several questions unanswered.

Please recall that the appeal was from an order dismissing SFR Investment's complaint on a motion to dismiss, not a final adjudication of property rights. *The Nevada Supreme Court did not hold that SFR obtained title to the property free and clear of U.S. Bank's loan, nor did it hold that the foreclosure sale conducted by the HOA could not be set aside by the trial court.* Instead, it remanded the matter for further proceedings.

Questions Remain

There are a number of unresolved issues related to the Statute and the Court's ruling in SFR Investments.

- (a) What happens if the mortgage holder tenders payment of the super priority portion of the lien and the tender is rejected? (Many of the for profit collection agencies that HOAs employ to foreclose on HOA liens refuse to accept a tender for less than the total amount alleged due not just the super-priority portion.) The Opinion in *SFR* indicates that if such a tender was made and rejected then the sale is invalid.
- (b) Does the purchase of the property at the HOA foreclosure sale have priority over the mortgage holder if the HOA simultaneously forecloses on the subpriority portion of the lien? HOAs typically foreclose on the HOA's entire lien.
- (c) Is the purchaser of property at an HOA sale, which likely paid a small fraction of the value of the property, a bona-fide purchaser for value?
- (d) Can the sale of property by an HOA be voided by the holder of a first priority lien because it was not given adequate notice or due process of law? (There is a genuine issue if the foreclosure procedure outlined in NRS 116 violates a lienholders constitutional right of due process. SFR Investments in this case complied with the more vigorous foreclosure requirements of NRS 107 thus the issue was not presented to the Court.)

FHFA and Federal Preemption



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The Voice for Real Estate in Southern Nevada

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AA 000418



Even more concerning is the Federal Preemption issue. As you know a majority of loans are backed by Freddie Mac and Fannie Mae. Both entities are "quasi federal entities" meaning that there is a genuine issue if an HOA can even extinguish the federal government's interest in the property. When state law and federal law conflict, federal law displaces, or preempts, state law, due to the Supremacy Clause of the Constitution. U.S. Const. art. VI, § 2. Preemption applies regardless of whether the conflicting laws come from legislatures, courts, administrative agencies, or constitutions. For example, the Voting Rights Act, an act of Congress, preempts state constitutions, and FDA regulations may preempt state court judgments in cases involving prescription drugs.

Existing federal law preempts any state law that attempts to extinguish a federal interest. There is active litigation in Nevada federal court to determine this very issue.

Lender Response

Lender response to this ruling has been very aggressive. Lenders are routinely suing over these foreclosures. Lenders are naming all parties involved in the transaction, including the HOA Trustees, the HOA Boards and HOA Board Members in their individual capacities. This could potentially include the seller's agent, the potential buyer and buyer's agent as well as GLVAR.

It is also unlikely that a broker's (or for that matter GLVAR's) E&O Insurance would cover such litigation as listing such a property in the MLS prior to the conclusion of a successful quiet title action is an intentional act. Should GLVAR be sued for any individual listing, membership dues would be spent to defend the Association in Court.

The Nevada Legislature

As you know the Nevada legislature is in session. There are bills already being drafted that would reverse the Nevada Supreme Court's decision. In a few short months we will know if the Legislature will act on this issue.

Title Industry

Several major title insurance companies refuse to issue title insurance on HOA foreclosure properties due to these unknowns and will not do so without a successful quiet title action.

There is a Solution

There is a simple solution to these issues: it is to allow the Courts to determine answers to these questions. The purchasers of HOA lien foreclosed properties should initiate a quiet title action in State Court. That action will resolve the issues of tender and notice. There is current litigation in Federal Court regarding Federal Preemption and that issue will be resolved in the near future.

MLS Position

Until these issues are resolved, the MLS Committee has determined that properties are akin to fractional ownership and will be excluded from the MLS. This issue will be revisited once the Courts have issued appropriate guidelines.



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EXHIBIT 4

MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

6/16/15 Stokes listed property for \$569,000

6/16/15 Stokes filed their complaint in case A720032

10/14/15 Thirteenth time the Stokes relisted it at a lower price

10/23/15 Contingent sale for \$437,900 through BHHS Realtor Kristen Madden

EXHIBIT 4

PROPERTY ADDRESS INFORMATION

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1548524	191-13-811-052	RES	C	\$ 437,900	10/23/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 437,900	10/14/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 444,900	10/02/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 457,900	09/16/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 465,900	09/09/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 471,900	09/02/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 474,900	08/27/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 494,900	08/16/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 499,900	07/28/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 509,900	07/20/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 516,900	07/14/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 524,900	07/10/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 529,900	07/03/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 569,900	06/16/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	X	\$ 390,000	11/01/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	ER	\$ 390,000	08/01/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	ER	\$ 380,000	07/25/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	C	\$ 380,000	03/10/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	ER	\$ 380,000	02/25/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1227006	191-13-811-052	RES	ER	\$ 395,000	07/10/2013	099056	PDFT
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1227006	191-13-811-052	RES	W	\$ 395,000	07/10/2013	099056	PDFT
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1227006	191-13-811-052	RES	C	\$ 395,000	05/14/2013	099056	PDFT
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

Property Archive Information

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 395,000	04/01/2013	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	C	\$ 335,000	08/13/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 335,000	07/21/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 375,000	02/16/2012	099056 Area 606	PDFT Zip 89052

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

GLVAR	Single Family Residential		Ownership		06/18/2016 11:30 AM									
ML#	1548524	Offc	URBN	PubID	220273	Status	C	Area	606	L/Price	\$437,900			
Address	2763 /WHITE SAGE /Drive		Unit	StatusUpdate		LP/SqFt			\$199					
Building #	Bldg/Manf	Model		CondoCnv		Zip			89052					
County	CLARK	Parcel#	191-13-811-052	Zoning	SINGLE	Studio	YrBuilt		2004/RE					
Cmnty	NONE	Subdiv		SUN CITY ANTHEM UNIT #19 PHASE		City/Town	Henderson	State		NV				
Assoc/Comm	Feet Desc		Age Restricted, CC&RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No		AgeRestrict			Y						
Elem K-2	WOLF	Elem 3-5	WOLF	YrRound	N	Junior	DELW	Highsch	LIBR	Subdiv#	CensTrct	57.14	MetroMap	95-F6

PROPERTY INFORMATION				#Baths	FB	3/4	HB	Tot	
Bldg Desc	1STORY	Prop Desc		2	1	0	3		
Type	DETACHED	Conv							
Roof	TILE	Unit Desc		#Bedrms	3	#Den/Oth	0	#Loft	0
Garage	2/ATTACHED, AUTODR, ENTRYHS, FINISHED	Carport	0	Prkng Desc					
AppxLivArea	2,200	#Acres +/-	0.190	Lot SqFt	8,276	Lot Desc	14LESS		
ApprxAddLivArea	260			ApprxTotalLivArea	2,460	ConvertRealProp			
Manuf		Length		Width		MH-YrBlt			
PvSpa	Yes	PvPool	Y/HEATED, INGRND	Pool Size	+/-				

Dir South on eastern from rose parkway on to anthem parkway at split pass hampton right on wild iris left on foxtail left on white sage.

Public Remarks Beautiful liberty model with casita, pool and views of the city. A high elevated lot. There's a formal living room and dining room and a large open kitchen and a separate family room. New Tile in the master bath. Large master with a separate tub and separate shower. Garage has separate area for golf cart. There is a 260 square foot casita out front. Total living 2460 square feet. AGENT BONUS 1500.00

Ag/Ag Remarks Please use Pam at linear title. Thank you for showing.

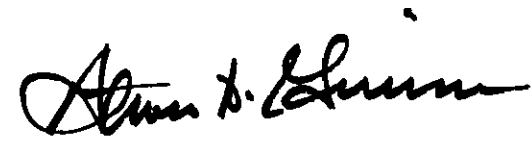
Master Bed Room	15x13	CEILFN, WTCLOS	2nd Bedroom	15x13		
3rd Bedroom	10x10		Dining Room	13x11	FORDIN, LIVDIN	
Family Room	18x14	SEPPAM	Kitchen		NOOK, ISLAND, RECESS, PANTRY, SLDCTP, TILE	
Living Room	19x14	ENTPOY, FORMAL, REAR	Master Bath		DBLSNK, SEPSHW, SEPTUS	
MBR Down?		Bed Dn Y	Ba Dn	Y	Ba Dn Desc. F	
Constrctn	FRMSTUC		Furnished Desc	NOFURN		
Refrg #	Dispos Y	Dishw Y	Washer Inc	N	Dryer/Util	G
OthApplnces	MICROWV, WTCNDO		Dryer Inc	N	Location	AREA
Interior	ALARMW, BLINDS, CEILFN, WINDOWCOV		Oven Desc	STOVEG		
Firepl	1/GAS		Flooring	CARPET, CARTHR, CERAMIC		
Firepl Loc	LIVING		Fence	BF/BRICK		
House Face	North	House Views			Equest	NONE
Exterior	BITOBSQ, BYARDAC, CIRCDRY, CVPATIO				Miscel	NONE
Landscap	DESERT				Water	PUBLIC
Heat Sys	CENTRAL	HtFuel	GAS		Sewer	PUBLIC
Cool Sys	CENTRAL	CLFuel	ELEC	Grd Mounted	Soil Elec	None
Utility Info	UNDGRND	Energy	NONE		AVM	Y

NOW/FINANCIAL/LISTING OFFICE INFORMATION				Internet	Y	Public Address	Y	AVM	Y	Commentary	Y		
Assoc Fee	Y	Assoc Name	Sun City Anthem	Assoc Ph	702-614-4800	Mast Plan Fee	\$0	Assessment Amt					
Assoc Fee 1	\$275/Q	Assoc Fee 2		Assessmt	N	SID/LID?	N	SID/LID		SID/LID Ann			
Assoc Fee Includes	MGMT, REC, RESERV	Short Sale	N	Foreclo	N	Repo/REO	N	Litig/Typ	N				
Earn Dep	\$5	Ann Tax	\$3,363	Court App	Y	FIRPTA?	N	NOD		Rent	Poss	COE	
Finance Consid	CASH, CONV	TempOffMktStatus				T Status	Date						
Lockbox	M	Lockbox Location	Front Door	L/Agent	Robert Goldsmith	L/Agent	702-308-5294	REALTOR	Y	PhotExcl		LeaseEnd	
L/Agent	Robert Goldsmith	Offc Ph	702-853-2444	Office	Urban Nest Realty	Offc Ph	702-853-2444	Bonus	SO	CoOp	3.000%	Flat Fee	
Office	Urban Nest Realty	BrokerName	David Tina	Off Add	10220 W Charleston Blvd #3, Las Vegas 89135	Vr	N	Ex	N	VTour	Y	OwnLic	N
Off Add	10220 W Charleston Blvd #3, Las Vegas 89135	Power	ON	Agt Fax #	702-617-4901	Resident	Vacant	ResPh	702-308-5294	Occup	VAC	ListDt	06/18/2015
Agt Fax #	702-617-4901	Email	robells@homes@aol.com	Showing	KEYANY	GateCode		WD		AuctTyp		ExpDt	
Resident	Vacant	ResPh	702-308-5294	Cont Desc	FINANCING	GateCode2		OrigListPrice	\$569,900	Act DOM	129		

Energy-Efficient/GREEN Information:
Green Building Certification No

CONTINGENT/PENDING/ SOLD INFORMATION:							
Accept/Date	10/23/2015	EstClo/Date	10/30/2016	DaysListingtoClose		Orig L Price	\$569,900
Sold Terms	VA	ActClo/Date		BuyersAgtPublicID	232958	Sale Price	
Sellers Contrib		Prop Condition		Buyer Broker	AMEG05	SP/SqFt	
OwnrCarry		Days On Market	129	Broker Office	BHHS Nevada Properties, 3185 St. Rose Parkway #100, Henderson 89052-3977		
Auction Buyer Premium		Sale Type		BuyerAgentName	Kristen Madden/702-458-8888		

Presented by: Office Name BHHS Nevada Properties Agent Craig Leidy



CLERK OF THE COURT

1 **IAFD**
NONA TOBIN, Trustee
2 Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
3 Henderson NV 89052
Phone: (702) 465-2199
4 nonatobin@gmail.com
Defendant-in-Intervention/Cross-Claimant,
5 *In Proper Person*

6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

7
8 JOEL A. STOKES and SANDRA F. STOKES,
as trustees of the JIMI JACK IRREVOCABLE
9 TRUST,

10 Plaintiffs,

11 vs.

12 BANK OF AMERICA, N.A.; SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
13 INC.; DOES 1 through X and ROE BUSINESS
ENTITIES 1 through 10, inclusive,

14 Defendants.

15
16 NONA TOBIN, an individual, and Trustee of
the GORDON B. HANSEN TRUST, dated
17 8/22/08

18 Counter-Claimant,

19 vs.

20 JOEL A. STOKES and SANDRA F. STOKES,
as trustees of the JIMI JACK IRREVOCABLE
21 TRUST,

22 Counter- Defendants.
23
24

Case No.: A-15-720032-C

Dept. No.: XXXI

**INITIAL APPEARANCE FEE
DISCLOSURE**

1 **INITIAL APPEARANCE FEE DISCLOSURE**

2 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
3 parties appearing in the above entitled case as indicated below:
4

5 NONA TOBIN.....\$223.00

6 **TOTAL.....\$223.00**

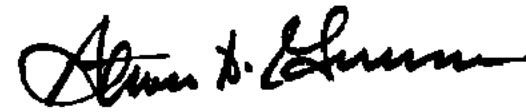
7
8 Dated this 1ST day of February, 2017.

9 /s/ Nona Tobin
NONA TOBIN, Trustee
10 Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
11 Henderson NV 89052
Phone: (702) 465-2199
12 nonatobin@gmail.com
Defendant in Intervention/Counter-Claimant
13 *In Proper Person*

1 **CERTIFICATE OF SERVICE**

2 I, Nona Tobin, hereby certify that on this 1st day of February, 2017, I served the
3 foregoing INITIAL APPEARANCE FEE DISCLOSURE to all parties in the above-captioned
4 case, via the court's Wiznet electronic filing and electronic service notification system.
5

6 /s/ Nona Tobin
7 Defendant/Counterclaimant, Pro Se
8
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24



CLERK OF THE COURT

1 **CRCM**
NONA TOBIN, Trustee
2 Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
3 Henderson NV 89052
Phone: (702) 465-2199
4 nonatobin@gmail.com
5 *Defendant-in-Intervention/Cross-Claimant,*
In Proper Person

6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

7
8 **JOEL A. STOKES and SANDRA F. STOKES,**
as trustees of the **JIMJACK IRREVOCABLE**
9 **TRUST,**
10 **Plaintiffs,**

Case No.: A-15-720032-C
Dept. No.: XXXI

11 vs.

NONA TOBIN'S CROSSCLAIM
AGAINST YUEN K. LEE D/B/A F.
BONDURANT, LLC

12 **BANK OF AMERICA, N.A.; SUN CITY**
ANTHEM COMMUNITY ASSOCIATION,
13 **INC.; DOES 1 through X and ROE**
BUSINESS ENTITIES 1 through 10, inclusive,
14 **Defendants.**

15
16 **NATIONSTAR MORTGAGE, LLC,**
17 **Counter-Claimant,**

18 vs.

19 **JIMJACK IRREVOCABLE TRUST;**
OPPORTUNITY HOMES, LLC, a Nevada
20 **limited liability company; F. BONDURANT,**
LLC, a Nevada limited liability company;
21 **DOES I through X, inclusive; and ROE**
CORPORATIONS XI THROUGH XX,
22 **inclusive,**

23 **Counter-Defendants**
24

1 NONA TOBIN, an individual, Trustee of the
2 GORDON B. HANSEN TRUST, dated
3 8/22/08

4 Cross-Claimant,

5 vs.

6 YUEN K. LEE, an Individual, d/b/a Manager,
7 F. BONDURANT, LLC,

8 Cross-Defendant.

9 **NONA TOBIN'S CROSSCLAIM AGAINST**
10 **YUEN K. LEE D/B/A F. BONDURANT, LLC**

11 COMES NOW, Cross-Claimant, NONA TOBIN, Trustee of the Gordon B. Hansen Trust,
12 (hereinafter "*Cross-Claimant*" or "*Tobin*"), in proper person, and hereby submits her cross claim
13 against YUEN K. LEE (Herein "*LEE*") d/b/a F. BONDURANT, LLC as follows:

14 **PARTIES, JURISDICTION, AND VENUE**

15 1. Cross-Claimant, NONA TOBIN (Herein "*Cross-Claimant*" or "*Tobin*"), is an
16 Individual, and is a resident of Sun City Community Association, Inc. (HOA), Henderson,
17 Nevada. She is a both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein
18 "*GBH Trust*"), the titleholder of the Subject Property at the time of the disputed foreclosure sale
19 (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

20 2. Cross-Defendant, YUEN K. LEE (Herein "*LEE*") is an individual, and upon
21 information and belief, is a resident of Clark County, Nevada. LEE is listed as the sole Manager
22 and the non-Commercial agent for F. Bondurant, LLC.

23 3. F. BONDURANT, LLC, is a Nevada Limited Liability Company in default, and was
24 registered with the Nevada Secretary of State on March 25, 2015, by filing Articles of

1 Organization filed, document 20150134260-04, for F. Bondurant, LLC as entity number
2 E0149612015-2, with no known members.

3 4. The initial list of managers filed March 25, 2015, identified Yuen K. Lee, Manager,
4 and Yuen K. Lee, Non-commercial agent, to be registered at 10781 W. Twain Ave., Las Vegas,
5 NV 89135, which is the law offices of Joseph Y. Hong, attorney for the Plaintiffs in this case,
6 Joel and Sandra Stokes.

7 5. The Real Property that is the "Subject" of this civil action consists of a residence
8 commonly known as 2763 White Sage Drive, Henderson NV, 89052, identified by APN# 191-
9 13-811-052 hereinafter referred to as "*Subject Property*".

10 6. Subject Property is located in a Homeowners association called: Sun City Anthem
11 Community Association, Inc. (herein "HOA").

12 7. The real property involved is located within the jurisdictional limits of the court.

13 8. The parties live and/or do business within City of Henderson and Clark County,
14 Nevada.

15 9. Venue is correct because Court has authority to grant equitable relief from a defective
16 HOA sale per *Shadow Wood HOA v. N.Y Cmty. Bancorp.* 132 Nev. Adv. Op. No. 5.

17 II.

18 GENERAL ALLEGATIONS

19 10. Count-Claimant alleges that the purported purchaser at the disputed August 15, 2014
20 HOA sale and Grantee of the Foreclosure Deed is false.

21 11. That Opportunity Homes, LLC, is not a valid purchaser in that Opportunity Homes,
22 LLC was a sham entity illegally registered to serve only as the alter ego of Thomas Lucas,
23 licensed Realtor (BS.0000599) who was affiliated with Berkshire Hathaway Home Services,
24 Nevada, (Herein "BHHS") under Broker Forrest Barbee.

1 12. That Forrest Barbee and BHHS had an exclusive right to sell (ER) listing agreement
2 with Counter-Claimant Nona Tobin, Successor Trustee of the Gordon B. Hansen Trust, from
3 February 20, 2014 through October 31, 2014.

4 13. That Thomas Lucas, as BHHS agent, had actual or constructive knowledge of the
5 problems that banks had in approving even full price offers and/or in closing multiple escrows
6 and/or getting title insurance.

7 14. That the HOA foreclosure sale was held without notice to Counter-Claimant or to her
8 BHHS listing agent or to any other interested party, but notice was given to BHHS agent LUCAS.

9 15. That Thomas Lucas did not qualify as a bona fide purchaser for value as he failed to
10 meet any of the conditions to be bona fide as delineated in NRS § 111.180, and as such, had no
11 legitimate property interest to convey to F. Bondurant, LLC.

12 16. That there was no bona fide purchaser at the HOA sale, the HOA sale is null and void
13 as it was not an arms-length transaction selling to a disinterested and innocent third party.

14 17. That a Quit Claim Deed, executed on June 4, 2015, by Thomas Lucas, as Manager,
15 Opportunity Homes, LLC, and recorded on June 9, 2015 by Realtor Robert Goldsmith, did not
16 have the authority to convey interest in the Subject Property to F. Bondurant, LLC. See *Quit*
17 *Claim Deed*, attached hereto as **Exhibit 1**.

18 18. In that, Thomas LUCAS had insider information, purchased at a commercially
19 unreasonable price, and by utilizing a sham LLC, did not act in good faith, and therefore, did not
20 qualify as a bona fide purchaser.

21 19. That HOA Agenis FSR did not account for, nor collect fees from, neither Thomas
22 Lucas, nor Opportunity Homes, LLC, nor from Yuen K. Lee nor F. Bondurant, LLC and none
23 were set up in the HOA accounting system as Owners of the Subject Property as a result of the
24 HOA sale or subsequent transfers.

1 20. That HOA Agents did not at any point account for, nor collect fees from, Yuen K. Lee,
2 nor F. Bondurant, LLC as an Owner of the Subject Property.

3 21. That the HOA Resident Transaction Report for the Subject Property closed Gordon B.
4 Hansen's account (Resident ID 048001) on the Subject Property on September 25, 2014 and on
5 the same day, on the next page in the sequentially-numbered ledger, re-opened the account in the
6 name of "Jimjack Irr Tr" (Resident ID 048002) with the first transaction being a charge for
7 "Account Setup Fee" of \$225.00.

8 22. That the HOA Fee Schedule requires that every new owner when there is a re-sale owes
9 the HOA a \$225.00 Homeowner Set Up Fee that FSR is required to collect is confirmed in
10 Attachment B, Listing of Charges "\$225.00 Homeowner Set Up Fee on a transaction" of the
11 FirstService Residential HOA Management Agreement, dated 3/31/14.

12 23. That FSR failed to disclose to the HOA the significant financial conflict of interest that
13 FSR had while covertly acting as FSR d/b/a RRFS the debt collector which permitted them to
14 evade detection of their failure to conduct impartial, arms-length HOA foreclosure sales and their
15 involvement in subsequent fraudulent transfers, such as the one from Thomas Lucas to F.
16 Bondurant, LLC, which, based on FSR's HOA records, may or may not have actually occurred.

17 24. That the HOA record of assessments and fines for each property was purportedly
18 maintained by FSR the Management Company, does not acknowledge by proper accounting in
19 the Resident Transaction Report, that the Subject Property was sold to Thomas Lucas or
20 Opportunity Homes, LLC, at the August 15, 2014, HOA sale, by their alter ego FSR d/b/a RRFS
21 the debt collector, or that the Subject Property was at some point transferred to F. Bondurant,
22 LLC.

23 25. That, at a minimum, the HOA was cheated out of \$225.00 set up fee, that FSR did not
24 charge Thomas Lucas and that FSR did not charge Yuen K. Lee or F. Bondurant, LLC.

1 26. Alternatively, that if FSR claims that their 3/31/14 HOA Management Agreement
2 permitted their retention of those funds, then FSR/RRFS was using that FSR contract provision to
3 charge excessive collection fees beyond what is statutorily permitted by NRS § 116.310313 or by
4 the maximum fees permitted by the HOA fee schedule and their RRFS agreement.

5 27. That Thomas Lucas did not pay to the HOA the Asset Enhancement Fee of one-third of
6 1% of the gross sales price as required by CC&Rs section 8.12, and cheated the HOA out of
7 \$210.12, if \$63,100 were in fact the gross sales price paid to RRFS.

8 28. That the amount the HOA would have been cheated out of for LUCAS' non-payment
9 of the Asset Enhancement Fee would have been \$1,180.78, if calculated based on the \$353,529.00
10 the Nevada Statement of Value recorded with the foreclosure Deed recorded 8/22/14.

11 29. That, alternatively, if this amount, or any amount, was paid, then FSR or FSR d/b/a
12 RRFS either illegally retained it or FSR failed to properly account for it in the HOA records.

13 30. That the collusion between FSR/RRFS and Thomas Lucas extended to include Yuen K.
14 Lee and F. Bondurant, LLC and the Stokes to conceal the actual nature of the transfers of title
15 after the HOA sale, and how money was moved between the conspirators, resulted in damages to
16 the Cross-Claimant in excess of \$10,000 by the confederates' deceptive transfers of title and
17 possession of the Subject Property.

18 **FIRST CAUSE OF ACTION:**
19 **FRAUDULENT CONVEYANCE**

20 31. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
21 herein, and further alleges:

22 32. That HOA Agents and conspirators did not charge neither Yuen K. Lee nor F.
23 Bondurant, LLC the Asset Enhancement Fee (1/3 of 1% of gross sale price) or the mandatory
24

1 \$225.00 new member Account Set Up Fee indicates that HOA Agents FSR and FSR d/b/a RRFS
2 did not treat F. Bondurant, LLC as ever having owned the Subject Property.

3 33. That the Quit Claim Deed Thomas Lucas executed on June, 4, 2015 and Robert
4 Goldsmith recorded on June 9, 2015 which purported to convey Opportunity Homes, LLC's
5 interest in the subject property to F. Bondurant, LLC is false in that it is inconsistent with the
6 HOA records of property ownership. *Exhibit 1.*

7 34. Alternatively, if Yuen K. Lee claims actual title to the Subject Property was conveyed
8 to F. Bondurant, LLC when the Quit Claim Deed was executed on June 4, 2015, then Yuen K.
9 Lee fraudulently failed to pay to the HOA both the \$225.00 New Member Set Up Fee and the
10 mandatory Asset Enhancement Fee of 1/3 of 1% of the Gross Sales price.

11 35. That Yuen K. Lee's failure to pay the Asset Enhancement Fee would had cheated the
12 HOA out of an amount equaling between a) \$901.80 if the gross sales price were actually equal to
13 the low ball figure of \$270,000 listed on the Statement of Value, recorded with the Quit Claim
14 Deed on June 9, 2015 at 12:58:36 PM, by Robert Goldsmith or, b) alternatively, \$1,903.47 if the
15 Asset Enhancement Fee had been based on the \$569,900.00 price Robert Goldsmith listed it for
16 sale on the Multiple Listing Service on that same day.

17 36. That the second Quit Claim Deed recorded June 9, 2015 at 1:06:29 PM against the
18 Subject Property was executed by "Yuen K. Lee, Manager" and fraudulently notarized as the
19 signature of "Thomas Lucas, Manager of Opportunity Homes, LLC", purported to convey all F.
20 Bondurant's interest in the Subject Property to Joel and Sandra Stokes, as Trustees of Jimijack
21 Irrevocable Trust.

22 37. That CluAynne M. Corwin violated NRS § 240.155 when she notarized that the Quit
23 Claim Deed was executed on June 8, 2015, and that "*did personally appear before me the*
24 *person of Thomas Lucas, Manager, of Opportunity Homes, LLC, personally known to me (or*

1 proved to me on the basis of satisfactory evidence) to be the person whose name is
2 subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his
3 capacity, that by his signature on this instrument did execute the same.”

4 38. That CluAynne M. Corwin violated NRS § 240.120(1)(b)(c)(d)(e)(f)(g) to document on
5 the June 8, 2015 page of her Notary Journal that the notarial act she supposedly performed to
6 provide legal proof for the validity of the Quit Claim Deed purporting to convey title from F.
7 Bondurant to Joel and Sandra Stokes, had actually occurred.

8 39. That CluAynne M. Corwin, is a notary at the same law office address, 10781 W. Twain
9 Ave., Las Vegas 89135 as the Stokes attorney, Joseph Y. Hong, and Yuen K. Lee, non-
10 commercial agent, and manager of F. Bondurant, LLC in default.

11 40. That Cross-Claimant may rebut the certificate of acknowledgement pursuant to NRS §
12 340 as not being conclusive and that these notarial violations of NRS § 240.120 et seq. and NRS §
13 111.125, NRS § 111.315, NRS § 111.345 rendered the fraudulently notarized Quit Claim Deed
14 invalid to legally convey interest in real property.

15 41. That the legitimate title and possession of the Subject Property belonging to the Cross-
16 Claimant has been damaged by the false claims of Yuen K. Lee d/b/a F. Bondurant, LLC in
17 default.

18 **SECOND CAUSE OF ACTION:**

19 **QUIET TITLE AND EQUITABLE RELIEF**

20 **(HOA Sale/Subsequent Transfers Void For Unclean Hands and No Bona Fide Purchasers)**

21 42. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set
22 forth herein, and further alleges:
23
24

1 43. That the HOA sale is void and subsequent conveyance of the property were void as
2 there was no bona fide purchaser per NRS 111.180, without unfair advantage over other potential
3 bidders.

4 44. That to be a bona fide purchaser, one must meet the statutory conditions: a) act in good
5 faith; b) purchase for valuable consideration; and c) not have actual knowledge, constructive
6 notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or
7 interest to, the real property.

8 45. That the purported subsequent purchaser, Yuen K. Lee d/b/a Manager, F. Bondurant,
9 LLC is in default does not meet any of these three criteria.

10 46. A. Good Faith condition was not met. Cross-Claimant alleges that F. Bondurant, LLC
11 violated NRS 86.141, in that it is an entity formed for an illegal purpose.

12 47. That NRCP Rule 9(a) permits Cross-Claimant to challenge "the legal existence of any
13 party" by "specific negative averment, which shall include such supporting particulars as are
14 peculiarly within the pleader's knowledge."

15 48. That NRS 86.211 also authorizes a challenge to rebut the sufficiency of the Articles of
16 Organization of an LLC and the facts set forth therein and to make such rebuttal a part of the
17 record of a court of competent jurisdiction.

18 49. That irregularities in F. Bondurant, LLC, corporate filings in the public record indicate
19 bad faith as well as specific violations of Nevada, Clark County, and City of Henderson statutes
20 and ordinances governing commercial registration and business licensing:

21 50. That the corporate veil must be pierced as F. Bondurant, LLC, is not a legally valid
22 entity as it is in default.

23 51. That there was an attempt to conceal ownership by Yuen K. Lee's claiming to be a
24 Manager rather than a Member (NRS § 86.151).

1 52. That Yuen K. Lee or F. Bondurant, LLC, do not have any business licenses in
2 Henderson or Clark County as required by NRS § 76.100 (6) and NRS § 76.180.

3 53. That pursuant to NRS § 86.155 a Limited Liability Corporation continues in perpetuity
4 unless dissolved pursuant to NRS § 86.4895 *et seq.* and that for F. Bondurant, LLC, no Articles
5 of Dissolution have been filed in conformance with NRS 86.531 or NRS 86.541

6 54. That for F. Bondurant, LLC, no annual reports have been filed; no annual lists; and no
7 fees have been paid after the initial March 25, 2015 Articles of Organization were filed.

8 55. That the second condition was not met: Purchase for valuable consideration. The Quit
9 Claim Deed granting "all the right, title, interest and claim" to the Subject Property "...for the
10 good consideration and for the sum of One Dollar (\$1.00) which, if true, would certainly have
11 been a "commercially unreasonable" purchase that would have disqualified Yuen K. Lee and/or
12 F. Bondurant, LLC from being a bona fide purchaser for value of a property worth at least
13 \$400,000.

14 56. That the \$270,000 listed on the Statement of Value for Transfer Tax was recorded with
15 the 6/9/15 Quit Claim Deed was an understatement of the actual value of the property, and had it
16 been transferred for that amount, the Transfer Tax due to the County Recorder at time of filing
17 were underpaid by understating the actual value of the Subject Property by at least \$130,000.

18 57. C. Third condition was not met: Buyer must not have "actual knowledge, constructive
19 notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or
20 interest to, the real property."

21 58. That F. Bondurant, LLC is a bogus entity which Cross-Claimant alleges was created for
22 the sole illegal function of being an intermediary that unfairly stripped Cross-Claimant's title by
23 the fraudulent conveyance of title to the Subject Property to the Stokes.

24

1 59. That Cross-Claimant has been damaged by the actions and omissions of Yuen K. Lee
2 d/b/a F. Bondurant, LLC by the flagrant disregard of legal requirements to being a properly
3 licensed and registered entity or to be a bona fide purchaser and by making fraudulent claims
4 against Cross-Claimant's legitimate title to the Subject Property.

5 **THIRD CAUSE OF ACTION:**
6 **CIVIL CONSPIRACY**

7 60. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
8 herein, and further alleges

9 61. That Cross-Defendant Yuen K. Lee acted in concert to conceal illegal acts resulting in
10 unfairly depriving Cross-Claimant of the Subject Property for his unjust enrichment and that of
11 undeserving fellow conspirators.

12 62. That F. Bondurant, LLC and its non-commercial agent and manager, Yuen K. Lee,
13 share the law office with Joseph Y. Hong, attorney for the Plaintiffs Stokes which facilitated their
14 ability to conspire to fraudulently transfer title to the Subject Property to the detriment of Cross-
15 Claimant.

16 63. That all the elements of an actionable conspiracy were met in this case: a) two or more
17 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to
18 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or
19 damages.

20 64. That Cross-Defendant Yuen K. Lee and others complicit in fraudulent conduct of HOA
21 sale and re-conveyance of property to non-bona fide purchasers unfairly deprived Counter-
22 Claimant of the Subject Property for their own unjust enrichment.

23 65. That conspirators have illegally used improperly licensed and registered entities to
24 further their unfair enterprises and concealing and perpetrating unlawful conveyance of the

1 Subject Property for their unjust enrichment which resulted in Cross-Claimant's loss of title and
2 possession of the Subject Property through:

- 3 a) formation and use of a corporation to transfer to it the existing liability of another
4 person or entity (*Shea v. Leonis*, supra, 14 Cal. 2d 666)
- 5 b) the concealment and misrepresentation of the identity of the responsible
6 ownership, management and financial interest [210 Cal. App. 2d 840]
- 7 c) disregard of legal formalities and the failure to maintain arm's length relationships
8 among related entities (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)
- 9 d) the use of a corporation as a mere shell, instrumentality or conduit for a single
10 venture or the business of an individual or another corporation (*McCombs v.*
11 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.
12 2d 661)
- 13 e) the use of the same office or business location; the employment of the same
14 employees and/or attorney (*McCombs v. Rudman*, supra; *Talbot v. Fresno-Pacific*
15 *Corp.*, supra; *Thomson v. L. C. Roney Co.*, supra; *Pan Pacific Sash & Door Co. v.*
16 *Greendale Park, Inc.*, supra)

17 66. That Cross-Defendant, Yuen K. Lee, as an individual and as Manager of defaulted F.
18 Bondurant, LLC, colluded with BHHS Realtor LUCAS; Counter-Defendants STOKES; Attorney
19 Joseph Hong; Attorney Peter Mortenson; Notary ChuAynne M. Corwin; Realtor Robert
20 Goldsmith; and fictitious Defendants, to act covertly, in concert to conceal the true nature,
21 financing and timing of subsequent transfers of title of the Subject Property.

22 67. That Cross-Defendant Yuen K. Lee and fellow conspirators facilitated fraudulent
23 transfers that allowed conspirators to evade paying the required real property transfer taxes
24 (RPTT) and HOA-mandated New Member Set-up Fee and Asset Enhancement Fees.

1 68. That Cross-Defendant Yuen K. Lee' and fellow conspirators' conduct deviated from
2 the usual course of business when conveying property in Nevada and failed to utilize the
3 customary written documentation, normal purchase agreements, neutral escrow for proper
4 handling and accounting for funds taken in and disbursed, and from the proper proving and
5 recording of instruments of conveyance.

6 69. That Cross-Defendant Yuen K. Lee executed and caused to be recorded the fraudulent
7 June 9, 2015, Quit Claim Deeds that falsified and clouded the chain of title, thereby damaging
8 Cross-Claimant and depriving her of title and possession and profit of the Subject Property.

9
10 **PRAYER**

11 WHEREFORE, Cross-Claimant prays for judgment against the Cross-Defendants, jointly
12 and severally, as follows:

- 13 a. For a declaration and determination that any and all of the present and past
14 claimed rights to ownership of the Subject Property by Realtor Thomas Lucas
15 d/b/a Opportunity Homes, LLC, purported purchaser at the HOA sale, Yuen
16 K. Lee and/or F. Bondurant, LLC and the Stokes and/or Jimijack are null and
17 void due to their complicity with HOA Agents' actions and omissions in
18 failing to conduct arms-length, commercially reasonable transactions that
19 resulted in fraudulent conveyances to non-bona-fide purchasers for value;
- 20 b. That actual and punitive damages be awarded to the Cross-Claimant against
21 all parties who participated in any fraud, fraudulent concealment, civil
22 conspiracy, willful and malicious violations of governing statutes for unjust
23 enrichment, recording, notarizing or filing of documents known to contain
24 false information, or other violations of licensing, commercial registration, or

1 notarial misconduct that contributed to the Trust's loss of the subject property.

2 c. That Cross-Defendant neither Yuen K. Lee nor F. Bondurant, LLC was not a
3 *bona fide* purchaser for value, and that both HOA sale-related transfers of
4 subject property in which he/it was involved failed to meet the NRS 111.180
5 or the *Shadow Wood* standards;

6
7 d. For general damages in an amount in excess of \$10,000;

8 e. For treble actual damages in punitive damages to compensate for Cross-
9 Defendant YUEN K. LEE's complicity in the illegal actions, including
10 fraudulent transfer of the property;

11 f. For reasonable costs and fees incurred by Cross-Claimant for the prosecution
12 of this matter;

13
14 g. For any other relief the Court may deem just and proper.

15 Dated this 31st day of January, 2017.

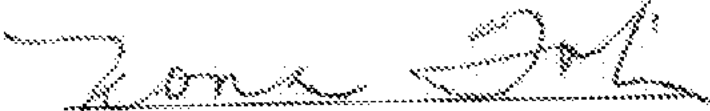
16
17 
18 NONA TOBIN, Trustee
19 Gordon B. Hansen Trust, Dated 8/22/08
20 2664 Olivia Heights Avenue
21 Henderson NV 89052
22 Phone: (702) 465-2199
23 *Defendant-in-Intervention/Cross-Claimant,*
24 *In Proper Person*

EXHIBIT 1

6/8/15 FRAUDULENT QUIT CLAIM DEED

FALSELY EXECUTED BY

YUEN K. LEE AS THOMAS LUCAS

TO

JOEL A. & SANDRA STOKES

AS TRUSTEES OF

JIMIACK IRREVOCABLE TRUST (undated)

EXHIBIT 1

Inst #: 20150609-0001545

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$1377.00 Ex: #

06/09/2015 01:38:29 PM

Receipt #: 2452515

Requestor:

ROBERT GOLDSMITH

Recorded By: ARC Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 9th day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimjack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2783 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

yeun lee
Grantor
yeun Lee Manager

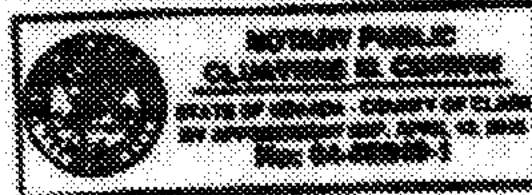
State of Nevada

County of Clark

} ss

On this 8th day of June, 2015, before me, *Chapman M. Conrad* a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.



Signature: *Chapman M. Conrad*

No 04-08240-1
April 12, 2016

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. 191-13-811-052
 b. _____
 c. _____
 d. _____

2. Type of Property:
 a. Vacant Land
 b. Single Fam. Res.
 c. Condo/Twnhse
 d. 2-4 Plex
 e. Apt. Bldg
 f. Comm/Instl
 g. Agricultural
 h. Mobile Home
 Other _____

FOR RECORDERS OPTIONAL USE ONLY
 Book _____ Page: _____
 Date of Recording: _____
 Notes: _____

3. a. Total Value/Sales Price of Property \$ 270,000
 b. Deed in Lieu of Foreclosure Only (value of property) \$ _____
 c. Transfer Tax Value: \$ _____
 d. Real Property Transfer Tax Due \$ 1377.00

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption per NRS 375.090, Section _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Handwritten Signature] Capacity: Manager
 Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)
 Print Name: F. Benducant LLC
 Address: 10781 W. Twain
 City: Las Vegas
 State: Nevada ZIP: 89135

BUYER (GRANTEE) INFORMATION (REQUIRED)
 Print Name: Joel A Stokes and Sandra Stokes Trust
 Address: 5 Summit Walk Trail
 City: Henderson
 State: Nevada ZIP: 89052

Irrevocable Trust

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: Robert Goldsmith Escrow # _____
 Address: 446 Beautiful Hill
 City: Las Vegas State: Nevada ZIP: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 2

3/25/15

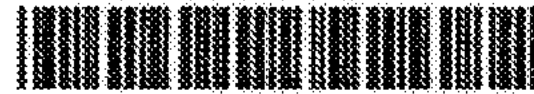
ARTICLES OF ORGANIZATION

F. BONDURANT, LLC

EXHIBIT 2



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsoa.gov



050105

**Articles of Organization
 Limited-Liability Company**
 (PURSUANT TO NRS CHAPTER 86)

Filed in the office of <i>Barbara K. Cegavske</i>	Document Number 20150134260-04
Barbara K. Cegavske Secretary of State State of Nevada	Filing Date and Time 03/25/2015 1:42 PM
	Entity Number E0149612015-2

USE BLACK INK ONLY - DO NOT HIGHLIGHT ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: <small>(must contain approved limited-liability company wording; see instructions)</small>	P. BONDURANT L.L.C.	Check box if a Series Limited- Liability Company <input type="checkbox"/>	Check box if a Restricted Limited- Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: <small>(check only one box)</small>	<input type="checkbox"/> Commercial Registered Agent: _____ <small>Name</small> <input type="checkbox"/> Noncommercial Registered Agent OR <input checked="" type="checkbox"/> Office or Position with Entity <small>(name and address below)</small>		
	YEUN K. LEE <small>Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity</small>		
	10781 W. TWAIN AVE. <small>Street Address</small>	LAS VEGAS <small>City</small>	Nevada 89135 <small>State Zip Code</small>
	10781 W. TWAIN AVE. <small>Mailing Address (if different from street address)</small>	LAS VEGAS <small>City</small>	Nevada 89135 <small>State Zip Code</small>
3. Dissolution Date: <small>(optional)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual): _____		
4. Management: <small>(required)</small>	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s) <small>(check only one box)</small>		
5. Name and Address of each Manager or Managing Member: <small>(attach additional page if more than 5)</small>	1) YEUN K. LEE <small>Name</small> 10781 W. TWAIN AVENUE <small>Street Address</small>		
		LAS VEGAS <small>City</small>	NV 89135 <small>State Zip Code</small>
	2) _____ <small>Name</small> _____ <small>Street Address</small>	_____ <small>City</small>	_____ <small>State Zip Code</small>
	3) _____ <small>Name</small> _____ <small>Street Address</small>	_____ <small>City</small>	_____ <small>State Zip Code</small>
6. Effective Date and Time: <small>(optional)</small>	Effective Date: _____ Effective Time: _____		
7. Name, Address and Signature of Organizer: <small>(attach additional page if more than 1 organizer)</small>	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. YEUN K. LEE <small>Name</small> 10781 W. TWAIN AVE. <small>Address</small>		
		X YEUN K. LEE <small>Organizer Signature</small> LAS VEGAS <small>City</small>	NV 89135 <small>State Zip Code</small>
8. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. X YEUN K. LEE <small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</small>		
			3/25/2015 <small>Date</small>

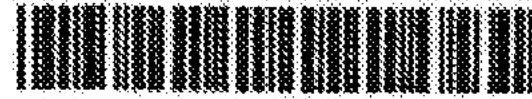
This form must be accompanied by appropriate fees. Nevada Secretary of State NRS 86 D.L.L.C. Articles Revised: 1-9-15

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

F. BONDURANT L.L.C.
NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER
E0149612015-2

FOR THE FILING PERIOD OF MAR. 2015 TO MAR. 2016



109402

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvallverflume.gov****

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$3.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 302 North Carson Street, Carson City, Nevada 89701-4301, (775) 684-5700.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20150134261-15 Filing Date and Time 03/25/2015 1:43 PM Entity Number E0149612015-2
--	--

ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 (if filed late) BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filed late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

Pursuant to NRS Chapter 78, this entity is exempt from the business license fee. Exemption code:

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NRS 78.020 Exemption Codes
001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NAME <u>YEUN K LEE</u>	MANAGER OR MANAGING MEMBER		
ADDRESS <u>10781 W. TWAIN AVENUE , USA</u>	CITY <u>LAS VEGAS</u>	STATE <u>NV</u>	ZIP CODE <u>89135</u>
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 209.230, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X YEUN K LEE Title: MANAGER Date: 3/25/2015 1:43:06 PM

Signature of Manager, Managing Member or Other Authorized Signature

Nevada Secretary of State List Man/Mem
Revised: 1-5-13

EXHIBIT 3

**NEVADA SECRETARY OF STATE
BUSINESS ENTITY INFORMATION
F. BONDURANT, LLC IN DEFAULT
PRIOR TO 3/31/16**

EXHIBIT 3

F. BONDURANT L.L.C.

Business Entity Information			
Status:	Default	File Date:	3/25/2015
Type:	Domestic Limited-Liability Company	Entity Number:	E0149612015-2
Qualifying State:	NV	List of Officers Due:	3/31/2016
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20151188357	Business License Exp:	3/31/2016

Additional Information	
Central Index Key:	

Registered Agent Information			
Name:	YEUN K. LEE	Address 1:	10781 W. TWAIN AVE.
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89135
Phone:		Fax:	
Mailing Address 1:	10781 W. TWAIN AVE.	Mailing Address 2:	
Mailing City:	LAS VEGAS	Mailing State:	NV
Mailing Zip Code:	89135		
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

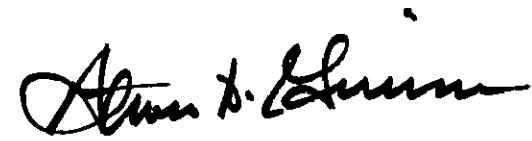
<input checked="" type="checkbox"/> Officers		<input type="checkbox"/> Include Inactive Officers	
Manager - YEUN K LEE			
Address 1:	10781 W. TWAIN AVENUE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89135	Country:	USA
Status:	Active	Email:	

<input checked="" type="checkbox"/> Actions\Amendments			
Action Type:	Articles of Organization	# of Pages:	1
Document Number:	20150134260-04	Effective Date:	
File Date:	3/25/2015		
(No notes for this action)			
Action Type:	Initial List	# of Pages:	1
Document Number:	20150134261-15		

(No notes for this action)

Action Type: Initial List			
Document Number:	20150134251-15	# of Pages:	1
File Date:	3/25/2015	Effective Date:	

(No notes for this action)



CLERK OF THE COURT

1 **CRCM**

NONA TOBIN, Trustee
2 Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
3 Henderson NV 89052
Phone: (702) 465-2199
4 nonatobin@gmail.com

*Defendant-in-Intervention/Cross-Claimant,
5 In Proper Person*

6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

8 JOEL A. STOKES and SANDRA F. STOKES,
as trustees of the JIMI JACK IRREVOCABLE
9 TRUST,

10 Plaintiffs,

11 vs.

12 BANK OF AMERICA, N.A.; SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
13 INC.; DOES 1 through X and ROE
BUSINESS ENTITIES 1 through 10, inclusive,

14 Defendants.

15 _____
16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 vs.

19 JIMI JACK IRREVOCABLE TRUST;
20 OPPORTUNITY HOMES, LLC, a Nevada
limited liability company; F. BONDURANT,
21 LLC, a Nevada limited liability company;
DOES I through X, inclusive; and ROE
22 CORPORATIONS XI THROUGH XX,
inclusive,

23 Counter-Defendants
24

Case No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S CROSSCLAIM
AGAINST THOMAS LUCAS D/B/A
OPPORTUNITY HOMES, LLC**

1 NONA TOBIN, an individual, Trustee of the
2 GORDON B. HANSEN TRUST, dated
3 8/22/08

4 Cross-Claimant,

5 vs.

6 OPPORTUNITY HOMES, LLC, THOMAS
7 LUCAS, Manager

8 Cross-Defendant.

9 **NONA TOBIN'S CROSSCLAIM AGAINST THOMAS LUCAS**
10 **D/B/A OPPORTUNITY HOMES, LLC**

11 COMES NOW, Cross-Claimant, NONA TOBIN, Trustee of the Gordon B. Hansen Trust,
12 (hereinafter "*Cross-Claimant*" or "*TOBIN*"), in proper person, and hereby submits her cross
13 claim against THOMAS LUCAS (Herein "*LUCAS*") d/b/a OPPORTUNITY HOMES, LLC
14 (Herein "*OP HOMES*") AS FOLLOWS:

15 **I.**

16 **PARTIES, JURISDICTION, AND VENUE**

17 1. Cross-Claimant, NONA TOBIN (Herein "*Cross-Claimant*" or "*TOBIN*"), is an
18 Individual, and is a resident of Sun City Community Association, Inc. (HOA), Henderson,
19 Nevada. She is a both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein
20 "*GBH TRUST*"), the titleholder of the Subject Property at the time of the disputed foreclosure
21 sale (Herein "*HOA sale*") for delinquent assessments.

22 2. Cross-Defendant TOMAS LUCAS (Herein "*LUCAS*") is a licensed Realtor (license
23 number BS.0000599) with Berkshire Hathaway Nevada Properties (Herein "*BHHS*") under the
24 Broker, Forrest Barbee, and the Owner, Mark Stark, at 3185 St. Rose Parkway #100, Henderson,
89052.

1 3. OPPORTUNITY HOMES, LLC (Herein “*OP HOMES*”) was registered with the
2 Nevada Secretary of State on March 21, 2014 as a Limited Liability Company (#E0150942014-
3 3), listing no members and only naming LUCAS as both the sole Manager and the Non-
4 commercial Registered Agent. No physical address was given to the Nevada Secretary of State
5 (NV SOS) as required to register as an LLC, only 2657 Windmill Parkway, Suite 145,
6 Henderson 89074, which is actually a mail box in Mail Box etc. at which location employees
7 will not accept process of service.

8 4. The Real Property that is the subject of this civil action consists of a residence
9 commonly known as 2763 White Sage Drive, Henderson NV, 89052, identified by APN# 191-
10 13-811-052 hereinafter referred to as “*Subject Property*”.

11 5. Subject Property is located in a Homeowners association called: Sun City Anthem
12 Community Association, Inc. (Herein, “HOA”).

13 6. The real property involved is located within the jurisdictional limits of the court.

14 7. The parties live and/or do business within City of Henderson and Clark County,
15 Nevada.

16 8. Venue is correct because Court has authority to grant equitable relief from a defective
17 HOA sale per *Shadow Wood HOA v. N.Y Cmty. Bancorp* 132 Nev. Adv Op 5 at 15.

18 **FIRST CAUSE OF ACTION:**

19 **QUIET TITLE AND EQUITABLE RELIEF**

20 **(Rescinded Notice of Default, Cancelled Notice of Sale, No Bona Fide Purchaser)**

21 9. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
22 herein, and further alleges:

23 10. A Foreclosure Deed recorded on August 22, 2014, against Subject Property, included
24

1 the false recitals claiming that:

2 “AGENT STATES THAT: This conveyance is made pursuant to the powers
3 conferred upon agent by Nevada Revised Statutes, the Sun City Anthem
4 Community Association governing documents (CC&R's) and that certain Lien for
5 Delinquent Assessments, described herein. Default occurred as set forth in a Notice of
6 Default *and* Election to Sell, recorded on 03/12/2013 as instrument number 0000847
7 Book 20130312 which was recorded in the office of the recorder of said county. Red
8 Rock Financial Services has complied with all requirements of law including, but not
9 limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent
Assessments and Notice of Default and the posting and publication of the Notice of
Sale. Said property was sold by said agent, on behalf of Sun City Anthem
Community Association at public auction on **08/15/2014**, at the place indicated on
the Notice of Sale. Grantee being the highest bidder at such sale became the
purchaser of said property and paid therefore to said agent the amount bid \$63,100.00
in lawful money of the United States, or by satisfaction, pro tanto, of the obligations
then secured by the Lien for Delinquent Assessment.”

10 11. That the claim on the Deed that the property was sold at “...public auction on 08/15/14,
11 at the place indicated on the Notice of Sale...” is false by the omission of “at the time” in that the
12 only published Notice of Sale stated the sale would be held on March 7, 2014.

13 12. The February 12, 2014 notice of sale was cancelled by HOA Agents on May 15, 2014,
14 and no Notice of Sale (NOS) was published, or in fact, was a new NOS even issued to replace the
15 cancelled one.

16 13. That there was never any published notice that the HOA sale would be held at a time
17 other than 10 AM on March 7, 2014, despite there being at least four postponements and requests
18 for notice by my BHHS Agent Craig Leidy.

19 14. That four postponements exceed the reasonableness standard in NRS 107.082(2) of
20 three oral postponements.

21 15. That the claims made on the foreclosure deed are false in that they are based on the
22 cancelled/rescinded Notice of Default recorded on March 12, 2013, instrument 0000847-Book
23 20130312.

1 16. The March 12, 2013 Notice of Default had been cancelled and rescinded by the April 3,
2 2013 instrument number 201304030001569 which stated:

3 “Red Rock Financial Services and/or Sun City Anthem Community
4 Association does hereby cancel, rescind and withdraw the Notice of Default
5 and Election to Sell Pursuant to the Lien for Delinquent Assessments,
6 recorded on 03/12/2013 as Book 20130312 and Instrument Number 0000847
7 of the Official Records in the Office of the Recorder of Clark County,
8 Nevada.”

9 17. Further, that the claim that there was a “Notice of Sale” in effect at the time of the HOA
10 sale as described in the Foreclosure Deed is false in that the Nevada Real Estate Division
11 Ombudsman (OMB) had been told by Red Rock Financial Services that the “OMB Notice of
12 Sale” pre-foreclosure mediation process should be cancelled because “Owner was Retained”.

13 18. That this false information, “Owner was Retained”, provided to enforcement officials
14 caused the Ombudsman to cancel the Notice of Sale on May 15, 2014, resulting in the August 15,
15 2014 sale HOA Agents held illegally to be statutorily non-compliant and therefore, null and void.

16 19. That Realtor Thomas Lucas d/b/a Opportunity Homes LLC was Not a Bona Fide
17 Purchaser for Value in an Arms-Length Transaction.

18 20. As a BHHS Realtor, Lucas had information that targeted this property as a speculative
19 gold mine.

20 21. Lucas knew, or should have known, from the MLS Property Archive of problems with
21 the banks’ refusing to close any deal.

22 22. As a BHHS Realtor, Lucas knew, or easily could have known, that I shared documents
23 with BHHS Managing Broker, Carlos Ciapo, on 8/1/14, that showed neither BANA nor
24 Nationstar owned the beneficial interest to the DOT.

 23. As a BHHS Realtor, Lucas knew, or easily could have known, that on 8/1/14, I was in
BHHS office and told Carlos Ciapo that I was going to sue the banks to cancel the debt.

1 24. That the HOA sale is void as there was no bona fide purchaser per NRS 111.180, who
2 had no unfair advantage over other potential bidders who met the statutory conditions: 1) act in
3 good faith; 2) purchase for valuable consideration; and 3) not have actual knowledge, constructive
4 notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or
5 interest to, the real property.

6 25. That the Buyer, Realtor Thomas LUCAS (Herein "*LUCAS*") d/b/a OPPORTUNITY
7 HOMES (Herein "*OP HOMES*") does not meet any of these criteria.

8 26. That the "Good Faith" condition was not met. OP HOMES was the name in which
9 LUCAS purchased the property at the HOA sale, but evidence indicates that OP HOMES is
10 actually illegally functioning as his alter ego, allowing LUCAS to act in a manner which would
11 not otherwise be legal for a licensed Realtor, and which violates NRS 86.141, i.e., forming an
12 LLC for an illegal purpose. NRCP Rule 9(a) specifies a challenge "the legal existence of any
13 party" is to be made by "specific negative averment, which shall include such supporting
14 particulars as are peculiarly within the pleader's knowledge."

15 27. That NRS 86.211 authorizes a challenge to rebut the sufficiency of the Articles of
16 Organization of an LLC, and the facts set forth and to make such rebuttal a part of a record of a
17 court of competent jurisdiction.

18 28. That there are irregularities in OP HOMES corporate filings, which exists in the public
19 record, and indicate bad faith as well as specific violations of Nevada, Clark County, and City of
20 Henderson statutes and ordinances governing commercial registration and business licensing:

21 29. a) an attempt to conceal ownership by claiming to be a Manager rather than a Member
22 (NRS 86.151),

23 30. b) Articles of Organization do not identify a physical residential or office address as
24 required by NRS 86.161.

1 31. c) LUCAS is listed as OP HOMES' only Manager and the Noncommercial Registered
2 Agent at the same address: 2657 Windmill Parkway, Suite 145, Henderson 89074 is actually a
3 mail box. (NRS 86.231).

4 32. d) LLC registered with only an unverifiable address that cannot be used for service of
5 summons, a violation of NRS 86.231. Affidavit of due diligence filed on January 26, 2016,
6 illustrates the problem created in this case.

7 33. e) that there is no public record of any business licenses in Henderson or Clark County
8 as Thomas LUCAS, as an individual or as Thomas LUCAS, LLC, or as OPPORTUNITY
9 HOMES LLC.

10 34. That the second condition was not met: "Purchase for valuable consideration." The
11 Subject Property in this case, was purchased for \$63,100 which was less than 18% of the
12 \$353,529 value listed on the 8/22/14 Statement of Value for Transfer Tax that Thomas LUCAS
13 caused to be recorded with the Foreclosure Deed. A purchase below 20% of fair market value has
14 been established in multiple court cases to be "commercially unreasonable." *Shadow Wood*
15 *Homeowners Association, Inc. v. NY Com. Bank* 132 Nev. Adv. Op 5 at 15 (2016) *citing*
16 *Restatement (Third) of Prop: Mortgages* §8.3 cmt b.(1997)("A court is warranted in invalidating a
17 sale where the price is less than 20 percent of fair market").

18 35. That the third condition was not met: Buyer must not have "actual knowledge,
19 constructive notice of, or reasonable cause to know that there exists a defect in, or adverse rights,
20 title or interest to, the real property."

21 36. LUCAS had an existing commercial relationship with HOA Agent, Red Rock Financial
22 Services (RRFS) that conducted the disputed HOA sale and was a previous purchaser as OP
23 HOMES, LLC, of at least one other HOA foreclosure sale conducted by the same RRFS agent as
24 the one who managed the HOA sale of the Subject Property.

1 37. That the corporate veil must be pierced as OP HOMES, LLC, is not a legally valid
2 entity, buy an alter-ego of LUCAS.

3 38. That OP HOMES served the illegal purpose of allowing BHHS Realtor Thomas
4 LUCAS to unfairly and covertly utilize the insider information he obtained as a licensee.

5 39. That LUCAS violated his duties as a BHHS Realtor and violated protections
6 guaranteed in the contract that NONA TOBIN, Trustee of the Gordon B. Hansen Trust, dated
7 8/22/08 had with LUCAS' BHHS Broker, Forrest Barbee.

8 40. That it is a thinly-disguised fiction that LUCAS' alter ego, OP HOMES, LLC,
9 purchased the property at the HOA sale, and not LUCAS himself, inappropriately using his
10 position at BHHS, insider knowledge and BHHS Realtor license.

11 41. On February 20, 2014, TOBIN signed an Exclusive Authorization and Right to Sell
12 Exchange or Lease Brokerage Listing Agreement (ER) with Craig Leidy, (Herein "*Leidy*"),
13 Realtor with Berkshire Hathaway Home Services (BHHS), (FKA Prudential) who worked under
14 the license of Broker Forrest Barbee, and renewed the ER to extend from June 20, 2014 through
15 October 31, 2014.

16 42. Thomas LUCAS was also a Realtor (Nevada Realtor license BS.0000599) working
17 under Broker Forrest Barbee at BHHS, a position from which Thomas LUCAS had actual or
18 constructive notice of: a) problems with the title, b) the pre-sale disputes between the owner and
19 Nationstar over their refusal to name the investor, c) the refusal of the "investor" to close escrow
20 after a \$350,000 bid in a public auction BHHS agent Leidy put on www.auction.com two months
21 before the sale, instructing Leidy to re-list it at a higher price, and d) the bank's "investor's"
22 rejection of a \$375,000 offer on August 1, 2014, two weeks before the HOA sale.

23 43. That Cross-Defendant LUCAS, d/b/a OP HOMES knew the HOA sale was going to
24 proceed while the listing agent, Craig Leidy, who had requested (and received notification four

1 times previously from HOA Agents conducting the sale) was not given notice regarding the
2 scheduled time for the HOA sale.

3 44. That as a result Cross-Defendants' breach of contract, Cross-Claimant entitled to a
4 declaratory judgment, quieting title in her favor.

5 **SECOND CAUSE OF ACTION:**

6 **BREACH OF BHHS CONTRACT**

7 **(Against Realtor LUCAS and BHHS Broker and Owner)**

8 45. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
9 herein, and further alleges:

10 46. That TOBIN had an Exclusive Right to Sell (ER) listing agreement with BHHS Realtor
11 Craig Leidy (Herein "LEIDY") of Berkshire Hathaway Home Services, Nevada (BHHS) (f/k/a
12 Prudential) signed by BHHS Broker Forrest Barbee, to list and sell the Subject Property for an
13 original term of February 20, 2014 through June 20, 2014.

14 47. That the ER agreement with BHHS was extended from June 20, 2014 through October
15 31, 2014 by a change order signed July 25, 2014.

16 48. That Cross-Defendant LUCAS had access to information which prevents him from
17 being a "bona fide purchaser" due to the fact that now, and at the time of the HOA sale, LUCAS
18 was a licensed Nevada Realtor serving under the license of Forrest Barbee, Broker, who had the
19 exclusive ER listing agreement with TOBIN from six months before the HOA sale to two months
20 after the HOA sale.

21 49. That Cross Defendant and purported high bidder at the HOA sale, OPPORTUNITY
22 HOMES, LLC (Herein "OP HOMES") was actually a sham LLC that served to cloak the identity
23 of BHHS Realtor LUCAS and served as LUCAS' alter ego to shield LUCAS from liability for
24 illegal acts done in violation of his BHHS Realtor license under Forrest Barbee while Barbee and

1 BHHS were under contract with, and had a fiduciary duty to, TOBIN, as Successor Trustee of the
2 Gordon B. Hansen Trust, owner of the Subject Property. On August 1, 2014, TOBIN went to the
3 BHHS office on St. Rose Parkway (where LUCAS also displays his license) to sign documents to
4 extend the listing and raise the asking price as demanded by Nationstar's Investor.

5 50. While there, in the same BHHS office where LUCAS works, TOBIN told BHHS
6 Realtor, Carlos Caipa (License (S.0047323) that: a) she was fed up with the hassles with the
7 banks, b) that she had documentation that neither BANA nor Nationstar owned her loan, c) that
8 Nationstar would never answer her request for them to identify the Investor, and d) that she was
9 ready to sue them to cancel the debt.

10 51. That TOBIN's disclosure to Caipa in the BHHS office two weeks before the sale,
11 further indicates that LUCAS had constructive notice of the very information that would
12 encourage a speculative purchase of Subject Property.

13 52. That the HOA sale was held on August 15, 2014, with no notice given to Cross-
14 Claimant's BHHS agent LEIDY, who had requested and received notices previously.

15 53. That the purchaser at the HOA sale was BHHS Realtor, LUCAS, d/b/a/
16 OPPORTUNITY HOMES, LLC, who told Leidy the day before the sale that one of his listings
17 was to be sold the next day, and since LUCAS was going to bid on it, he asked Leidy for
18 information about the property.

19 54. That, once informed of the HOA sale by LUCAS, Leidy attempted to reach HOA
20 Agent, RRFS agent Christie Marling, but she was unavailable to respond to a request for
21 postponement.

22 55. That on August 29, 2014, LEIDY sent TOBIN an email with a
23 "Withdrawal/Termination" order to cancel the BHHS listing Exclusive Right to Sell (ER)
24

1 agreement which had a October 31, 2014 end date, to terminate effective August 20, 2014 (five
2 days after the HOA sale).

3 56. That LEIDY claimed that the termination of the listing would stop the calls on the
4 property and that *“The new owner is an agent in our office by the name of Tom Lucas. He intends
5 to keep the property.”*

6 57. That on September 11, 2014, TOBIN sent an email to LEIDY in which TOBIN refused
7 to cancel the BHHS ER listing agreement.

8 58. That Cross-claimant summarized her understanding of LUCAS and BHHS’ role in the
9 HOA sale in that same September 11, 2014 email to LEIDY:

10
11 *“Then on August 15 I emailed you that there had been an HOA
12 committee hearing about the dead plants and that a clock starting on fines.
After that you called me and said a lot had been happening since we had
spoken, to wit:*

- 13 1. *there had been a foreclosure sale by Red Rock for delinquent HOA*
14 *dues at some unspecified time*
15 2. *the new owner was a friend of yours and an agent in your Berkshire*
16 *Hathaway office*
17 3. *the purchase price had been \$63,000*
18 4. *the trust no longer had any responsibilities or concerns about the*
19 *property as all the headaches now belonged to the new owner*
20 5. *you would no longer be working with me/the Trust; you would be*
21 *working with the new owner to negotiate whatever needed to be resolved*
22 *with the bank, the HOA etc.”*

23 59. That email exchanges between TOBIN and LEIDY from July 24, 2014 through October
24 15, 2014, incorporate allegations that a) LUCAS as a BHHS Realtor had actual or constructive
knowledge that the beneficiary on the deed of trust refused to close multiple escrows, and b) that

1 Nationstar was not the beneficiary and would not say who was would not say who the investor
2 actually was as required by TILA.

3 60. That these contemporaneous emails further demonstrate that a) LUCAS was a BHHS
4 Realtor, b) that LUCAS told LEIDY that he was the buyer, and that he was going to keep the
5 property and that c) LUCAS contacted LEIDY before the sale to get more information about the
6 property prior to bidding on it.

7 61. That these emails also demonstrate that Red Rock Financial Services (RRFS) did not
8 give notice to either Cross-Claimant or her BHHS agent LEIDY about when the HOA sale would
9 be held and were deceptive after the HOA sale regarding the distribution of the proceeds and by
10 their deception blocked TOBIN from making a legitimate claim to the excess.

11 62. That, as a result, Cross-Defendant's breach of contract, Cross-Claimant has suffered
12 damages in an amount in excess of \$10,000.00, and to be determined at trial.

13 **THIRD CAUSE OF ACTION:**

14 **EQUITABLE RELIEF**

15 **(HOA Sale Was Unconscionable and Commercially Unreasonable)**

16 63. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
17 herein, and further alleges:

18 64. That the property was valued of \$353,529 on the State of Nevada Statement of Value
19 Form used to determine the transfer tax on August 22, 2014 when the foreclosure deed was
20 recorded and the \$63,100 Thomas LUCAS paid d/b/a OPPORTUNITY HOMES, LLC was less
21 than 18% of that measure of fair market value (FMV).

22 65. In all measures of fair market value, the sale price of the Subject Property was grossly
23 inadequate in that it was:

24 66. 14.5% of the \$436,000 2004 Western Thrift First DOT, the (16.2% of the \$389,000
balance) beneficial interest of which Nationstar claims,

1 67. 17.2% of the June 10, 2014 winning bid of \$367,500 (including 5% bid fee) in the
2 public auction (www.Auction.com) which Nationstar informed BHHS Listing Agent Craig Leidy
3 was required by the Investor, but which the Investor subsequently rejected.

4 68. 16.8% of the \$375,000 offer Nationstar's Investor rejected on August 1, 2014, while
5 demanding that LEIDY conduct a second www.Auction.com sale and that TOBIN sign a change
6 order to increase the asking price from \$380,000 to \$390,000, two weeks before the HOA
7 foreclosure sale.

8 69. 14.4% of the \$437,900 contingency sale price accepted by the STOKES on 10/23/15
9 after the Property had been re-listed against MLS rules 13 times by Realtor (license S.0075862)
10 Robert Goldsmith.

11 70. 11.1% of \$569,900 STOKES listed the Property for on the MLS, June 16, 2015, the
12 same day they filed their original Quiet Title suit against the wrong bank, BANA.

13 71. The HOA Sale is void as the sale price was less than 20% of Fair Market Value and the
14 sale involved unjust enrichment, oppression, fraud and fraudulent concealment.

15 **FOURTH CAUSE OF ACTION:**

16 **CIVIL CONSPIRACY**

17 77. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
18 herein.

19 78. That Cross-Defendant LUCAS acted in concert to conceal illegal acts resulting in
20 unfairly depriving Cross-Claimant of the Subject Property for his unjust enrichment and that of
21 undeserving fellow conspirators.

22 79. That Cross-Defendant LUCAS and others complicit in fraudulent conduct of HOA
23 sale and re-conveyance of property to non-bona fide purchasers unfairly deprived Counter-
24 Claimant of the Subject Property for their own unjust enrichment in that notice of the actual sale

1 was given to BHHS Realtor Tom LUCAS who had a previously purchased an HOA foreclosure
2 property from RRFS, but did not give notice of the actual sale to Cross-Claimant's agent, BHHS
3 Realtor Craig Leidy.

4 80. All the elements of an actionable conspiracy were met in this case: a) two or more
5 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to
6 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or
7 damages.

8 81. That BHHS Realtor Thomas LUCAS; HOA AGENTS, RMI.; Attorney Peter Notary
9 CluAynne M. Corwin; Yuen K. Lee as Manager of defaulted F. Bondurant, LLC; and fictitious
10 Defendants, acted covertly, in concert to:

- 11 a) Conduct and/or participate in the HOA sale from which others were excluded; and/or
- 12 b) concealed the true nature, financing and timing of subsequent transfers of title and/or
- 13 c) to market the Subject Property:

14 82. That conspirators have illegally used improperly licensed and registered entities to
15 further their unfair enterprises and concealing and perpetrating unlawful conveyance of the
16 Subject Property for their unjust enrichment which resulted in Cross-Claimant's loss of title and
17 possession of the Subject Property through:

- 18 a) formation and use of a corporation to transfer to it the existing liability of another
19 person or entity (*Shea v. Leonis*, supra, 14 Cal. 2d 666);
- 20 b) the concealment and misrepresentation of the identity of the responsible
21 ownership, management and financial interest [210 Cal. App. 2d 840];
- 22 c) disregard of legal formalities and the failure to maintain arm's length relationships
23 among related entities (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574);
- 24 d) the use of a corporation as a mere shell, instrumentality or conduit for a single

1 venture or the business of an individual or another corporation (McCombs v.
2 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.
3 2d 661;

4 e) the confusion of the records of the separate entities [210 Cal. App. 2d
5 839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574);

6 89. That conspirators damaged Cross-Claimant's title rights in that they:

7 a) made improper, insufficient and selective notification to the HOA, enforcement
8 officials, and Cross-Claimant;

9 b) utilized bogus and/or illegally structured entities for fraudulent concealment of
10 illegal acts;

11 c) withheld or provided false information to enforcement agencies and the HOA Board
12 necessary for them to perform their duties of enforcement and oversight; and/or

13 d) misused the Multiple Listing Service (MLS) system, the County land records
14 system and other public systems to evade detection.

15 90. That it is unknown if any notices, or other publicity, made the date of the HOA sale was
16 actually held known to any other party besides BHHS Realtor Thomas LUCAS.

17 91. That Cross-Defendant LUCAS and the conspiring Realtors facilitated fraudulent
18 transfers that allowed fellow conspirators to evade paying the required real property transfer
19 taxes (RPTT) and HOA-mandated New Member Set-up Fee and Asset Enhancement Fees, and in
20 so doing, the conspirators:

21 a) violated their licenses to purchase at the HOA sale and/or to facilitate fraudulent re-
22 conveyances;

23 b) utilized insider information in violation of the Exclusive Agency (ER) agreement
24 TOBIN had with BHHS Broker, Forrest Barbee;

1 c) violated MLS directives by marketing an HOA foreclosed-property on the MLS;

2 d) caused to be recorded the fraudulent June 9, 2015, Quit Claim Deeds that falsified
3 the chain of title;

4 92. HOA AGENTS and others complicit in fraudulent conduct of HOA sale and re-
5 conveyance of Subject Property to non-bona fide purchasers to unfairly deprive Cross-Claimant
6 of the Subject Property for their own unjust enrichment in that notice of the actual sale was given
7 to BHHS Realtor Tom LUCAS who had a previously purchased an HOA foreclosure Subject
8 Property from RRFS, but did not give notice of the actual sale to Cross-Claimant's agent, BHHS
9 Realtor Craig LEIDY

10 93. That Cross-Defendant LUCAS' conduct deviated from the usual course of business
11 when conveying property in Nevada and failed to a) utilize the customary written documentation,
12 b) purchase agreements, c) neutral escrow, d) properly handle and account for funds taken in and
13 disbursed, and e) properly record instruments of conveyance.

14 94. That as a result Cross-Defendant's acts of civil conspiracy, Cross-Claimant has
15 suffered damages in an amount in excess of \$10,000.00, and to be determined at trial.

16
17 **PRAYER**

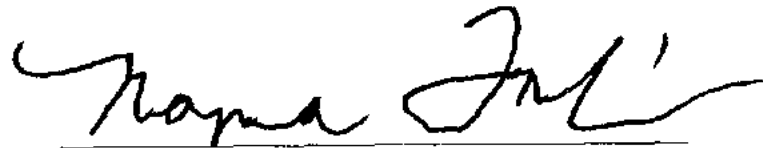
18 WHEREFORE, Cross-Claimant prays for judgment against the Cross-Defendants, jointly
19 and severally, as follows:

20 a. For a declaration and determination that any, and all, of the present and past
21 claimed rights to ownership of the subject property, of profit therefrom, by
22 Realtor Thomas LUCAS d/b/a OPPORTUNITY HOMES, LLC, purported
23 purchaser at the HOA sale, and/or Yuen K. Lee and/or F. Bondurant, LLC and
24 the STOKES and/or Jimijack are null and void due to their complicity with

1 HOA Agents' actions and omissions in failing to conduct arms-length,
2 commercially reasonable transactions that resulted in fraudulent conveyances
3 to non-bona-fide purchasers for value;

- 4 b. That Cross-Defendant LUCAS or Opportunity Homes, LLC was not a *bona*
5 *fide* purchaser for value, and that all of the HOA sale-related transfers of
6 subject property are void as they failed to meet the NRS 111.180, statue of
7 frauds, and/or the *ShadowWood* standards;
- 8 c. For general damages in an amount in excess of \$10,000;
- 9 d. For treble actual damages in punitive damages to compensate for Cross-
10 Defendant Realtor THOMAS LUCAS' complicity in the illegal actions,
11 including fraudulent transfer of the property;
- 12 e. For specific damages in an amount as yet undetermined;
- 13 f. For reasonable costs and fees incurred by Cross-Claimant for the prosecution
14 of this matter;
- 15 g. For any other relief the Court may deem just and proper.

16 Dated this 27th day of January, 2017.

17 

18 NONA TOBIN, Trustee
19 Gordon B. Hansen Trust, Dated 8/22/08
20 2664 Olivia Heights Avenue
21 Henderson NV 89052
22 Phone: (702) 465-2199
23 nonatobin@gmail.com
24 *Defendant-in-Intervention/Cross-Claimant,*
In Proper Person

EXHIBIT 1

8/22/14 FORECLOSURE DEED

This deed was recorded on 8/22/14 purporting to transfer Homeowner's interest to Opportunity Homes, LLC for \$63,100 by falsely claiming that:

1. Default occurred as set forth in 3/12/13 NODES when the 3/12/13 NODES had been rescinded on 4/3/13 and the rescission was recorded on 4/8/13.
2. RRFs complied with all the requirements of law, (but had not).

This deed does not have the power to take title from TOBIN as the recitals are false and do not comply with NRS 116.31166 to take away the right of redemption.

EXHIBIT 1

EXHIBIT 8

EXHIBIT 8

MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

6/16/15 Stokes listed property for \$569,000

6/16/15 Stokes filed their complaint in case A720032

10/14/15 Thirteenth time the Stokes relisted it at a lower price

10/23/15 Contingent sale for \$437,900 through BHHS Realtor Kristen Madden

EXHIBIT 8

3-1

Mail and Return Tax statement to:
Opportunity Homes, LLC
2657 Windmill Parkway, #145
Henderson, NV 89074

APN # 191-13-811-052

Inst #: 20140822-0002548
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1805.40 Ex: #
08/22/2014 09:53:30 AM
Receipt #: 2130155
Requestor:
OPPORTUNITY HOMES LLC
Recorded By: SOL Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: Opportunity Homes, LLC (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 which is commonly known as 2763 White Sage Dr Henderson, NV 89052.

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 03/12/2013 as instrument number 0000847 Book 20130312 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on 08/15/2014, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid \$63,100.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

10 F

Dated: August 18, 2014



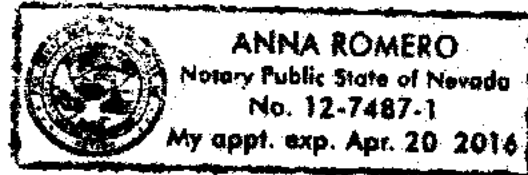
By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On August 18, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





When Recorded Mail To: Opportunity Homes, LLC
2657 Windmill Parkway, #145
Henderson, NV 89074

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

- a) 191-13-811-052
- b) _____
- c) _____
- d) _____

2. Type of Property:

- | | | | |
|-----------------------------|--------------|--|-----------------|
| a) <input type="checkbox"/> | Vacant Land | b) <input checked="" type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg. | f) <input type="checkbox"/> | Comm'Wind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input type="checkbox"/> | Other | | |

FOR RECORDERS OPTIONAL USE ONLY
Notes: <u>4</u>

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 63,000.⁰⁰

Transfer Tax Value: \$ 353,529.⁰⁰

Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 ^{VT}

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
- b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *[Signature]* Capacity AGENT

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services

Address: 4775 West Teco Ave #140

City: Las Vegas

State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Opportunity Homes, LLC

Address: 2657 Windmill Parkway, #145

City: Henderson

State: NV Zip: 89074

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____

Address: _____

City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

EXHIBIT 2

6/4/15 FRAUDULENT QUIT CLAIM DEED

FROM

OPPORTUNITY HOMES, LLC,

By THOMAS LUCAS, MGR.

TO

F. BONDURANT, LLC

This quit claim deed was recorded on 6/9/15 @ 12:58 PM, 8 minutes before the property was transferred to the STOKES via a fraudulently notarized quit claim.

EXHIBIT 2

Inst #: 20150609-0001537

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$1377.00 Ex: #

06/09/2015 12:58:36 PM

Receipt #: 2452509

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: F. Bondurant, LLC.

Address: 10781 West Twain Avenue

City/State/Zip: Las Vegas, NV 89135

(3)

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 4th day of June 2015, by Opportunity Homes LLC (hereinafter "Grantor(s)"), whose address is 2657 Windmill Parkway, Suite 145, Henderson, Nevada 89074, to F. Bondurant, LLC. (hereinafter "Grantee(s)"), whose address is 10781 West Twain Avenue, Las Vegas, Nevada 89135.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

10J

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Thomas Lucas
Grantor

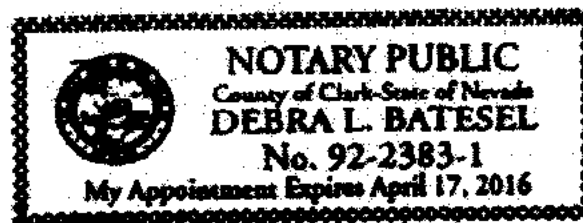
Thomas Lucas, Manager
Opportunity Homes LLC

State of Nevada)
County of Clark) ss

On this 4th day of June, 2015, before me, Debra L. Batesel, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.

Signature: Debra L. Batesel



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a) 191-13-811-052
 b) _____
 c) _____
 d) _____

2. Type of Property

a) Vacant Land b) Single Fam. Res.
 c) Condo/Twnhse d) 2-4 Plex
 e) Apt. Bldg. f) Comm'Wind'l
 g) Agricultural h) Mobile Home
 i) Other _____

FOR RECORDERS OPTIONAL USE	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. a) Total Value/Sales Price of Property:

\$ 270,000 -

b) Deed in Lieu of Foreclosure Only (value of

(\$ _____)

c) Transfer Tax Value:

\$ _____

d) Real Property Transfer Tax Due

\$ 1377.00

4. If Exemption Claimed:

a. Transfer Tax Exemption, per 375.090, Section: _____

b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110 that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature]

Capacity: Grantor

Signature: _____

Capacity: _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Opportunity Homes, LLC

Print Name: F. Bandurant, LLC

Address: 2657 Windmill Pkwy.

Address: 10781 W. Twain

City: Henderson

City: Las Vegas

State: NV Zip: 89074

State: NV Zip: 89135

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Robert (Bob) Smith

File Number: _____

Address: 446 Beautiful

City: Las Vegas

State: Nevada Zip: 89138

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

EXHIBIT 3

6/8/15 FRAUDULENT QUIT CLAIM DEED

EXECUTED BY YUEN K. LEE

TO

JOEL A. & SANDRA STOKES

This deed was recorded @ 1:06 PM on 6/9/15, eight minutes after the first quit claim deed.

CluAynne M. Corwin, notary @ 10781 W. Twain, attested that on 6/8/15 "...did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved by satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same."

EXHIBIT 3

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes
Address: 5 Summit Walk Trail
City/State/Zip: Henderson, NV 89052

(3)

Inet #: 20150609-0001545

Fee: \$18.00 N/C Fee: \$0.00

RPTT: \$1377.00 Ex: #

08/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 9th day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

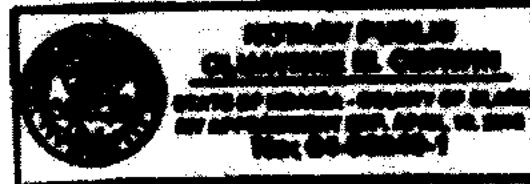
Signed, sealed and delivered in presence of:

yeun Lee
Grantor yeun Lee Manager

State of Nevada)
County of Clark) ss

On this 8th day of June, 2015, before me, Clayton M. Cowan, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.



Signature: Clayton M. Cowan

No 04-09240-1
April 12, 2016

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 191-13-811-052
b. _____
c. _____
d. _____

2. Type of Property:

a. Vacant Land b. Single Fam. Res.
c. Condo/Twnhse d. 2-4 Plex
e. Apt. Bldg f. Comm'l/Ind'l
g. Agricultural h. Mobile Home
Other _____

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3.a. Total Value/Sales Price of Property

\$ 270,000

b. Deed in Lieu of Foreclosure Only (value of property (_____)

c. Transfer Tax Value: \$ _____

d. Real Property Transfer Tax Due \$ 1377.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: Manager

Signature _____ Capacity: _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: F. Bondurant LLC
Address: 10781 W. Twain
City: Las Vegas
State: Nevada Zip: 89135

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Joel A Stokes and Sandra Stokes Jim Jack
Address: 5 Summit Walk Trail
City: Henderson
State: Nevada Zip: 89052

Irrevocable Trust

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Robert Goldsmith
Address: 446 Beautiful Hill
City: Las Vegas

Escrow # _____
State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 4

RESIDENT TRANSACTION REPORT

DOES NOT SHOW OPPORTUNITY HOMES OR F.

BONDURANT WERE OWNERS WHO PAID FEES

JIMI JACK BECAME

RESIDENT 048002 ON 9/25/14

REPLACING GORDON HANSEN

RESIDENT 048001

WHOSE ACCOUNT WAS CLOSED ON 9/25/14

EXHIBIT 4

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Unit	Resident	Date	Charge	Charge Code	Effective Date	Amount	Balance
0480 02	Jimjack Irr Tr 2763 White Sage Dr Henderson, NV 89052		5 Summit Walk Trail Henderson, NV 89052		02/05/2016		
Current Credit History Code: RM							
						Beg Bal	00.00
	Charge	09/25/2014	ASFR	Account Setup Fee Resal		225.00	225.00
	Charge	09/25/2014	FINE	8/29 - 9/23/14 FINES		100.00	325.00
	Charge	10/01/2014	SQA	Sun City Anthem QT Assm		275.00	600.00
	Pay	10/21/2014		Lockbox Payment	02235	-275.00	325.00
	Credit	11/06/2014	FINE	posted in error		-100.00	225.00
	Pay	11/24/2014		Lockbox Payment	02245	-225.00	00.00
	Charge	01/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay	01/26/2015		Lockbox Payment	02260	-275.00	00.00
	Charge	04/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay	04/20/2015		Lockbox Payment	02287	-275.00	00.00
	Charge	07/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
	Charge	07/30/2015	LF	Late Fees		25.00	300.00
	Charge	09/03/2015	LPC	PreCollections - Initia		50.00	350.00
	Pay	09/22/2015		Lockbox Payment	00137	-350.00	00.00
	Charge	10/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
	Charge	10/30/2015	LF	Late Fees		25.00	300.00
	Charge	12/02/2015	LPC	PreCollections - Initia		50.00	350.00
	Pay	12/10/2015		Receipt Processing	119	-350.00	00.00
	Charge	01/01/2016	SQA	Sun City Anthem QT Assm		275.00	275.00
	Charge	01/30/2016	LF	Late Fees		25.00	300.00
	Pay	02/24/2016		Lockbox Payment	00172	-300.00	00.00
						Res Balance	00.00

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

UNIT ID	Resident Name Unit Address	Date	Code	Charge Description	Amount	Balance
0480 01	Gordon B Hansen 2753 White Sage Dr Henderson, NV 89052 Current Credit History Code: CL			2664 Olivia Heights Ave Henderson, NV 89052 Effective Date: 09/30/2014		
		Charge	12/31/2013	LF Late Fees	25.00	1,793.81
		Credit	12/31/2013	LF Reverse LF	-25.00	1,768.81
		Charge	01/01/2014	SQA Sun City Anthem QT Assem	275.00	2,043.81
		Charge	01/30/2014	LF Late Fees	25.00	2,068.81
		Charge	03/30/2014	INT Interest	07.15	2,075.96
		Charge	04/01/2014	SQA Sun City Anthem QT Assem	275.00	2,350.96
		Charge	04/30/2014	LF Late Fees	25.00	2,375.96
		Charge	05/30/2014	INT Interest	08.36	2,384.32
		Charge	06/30/2014	INT Interest	08.36	2,392.68
		Charge	07/01/2014	SQA Sun City Anthem QT Assem	275.00	2,667.68
		Charge	07/30/2014	LF Late Fees	25.00	2,692.68
		Charge	08/27/2014	INT RRFS INT 7/14	08.36	2,701.04
		Pay	08/27/2014	Collection Payment PIF 082114	-2,701.04	00.00
		Charge	08/29/2014	FINE Landscape Maint.	25.00	25.00
		Charge	08/30/2014	INT Interest	09.57	34.57
		Credit	08/30/2014	INT REV 08/14 INT	-09.57	25.00
		Charge	09/05/2014	FINE Landscape Maint	25.00	50.00
		Charge	09/12/2014	FINE Landscape Maint	25.00	75.00
		Charge	09/23/2014	FINE Landscape Maint. 9.19.1	25.00	100.00
		Credit	09/25/2014	FINE Trsf 8/29 - 9/23/14 FI	-25.00	75.00
		Credit	09/25/2014	FINE Trsf 8/29 - 9/23/14 FI	-25.00	50.00
		Credit	09/25/2014	FINE Trsf 8/29 - 9/23/14 FI	-25.00	25.00
		Credit	09/25/2014	FINE Trsf 8/29 - 9/23/14 FI	-25.00	00.00
				Res Balance		00.00

EXHIBIT 5

THOMAS LUCAS' IDENTIFICATION

AS A BHHS AGENT

AND

OPPORTUNITY HOMES, LLC

COMMERCIAL REGISTRATION

IDENTIFYING LUCAS AS MANAGER

AND NONCOMMERCIAL AGENT

AND LACKING A PHYSICAL ADDRESS FOR

PROCESS OF SERVICE

EXHIBIT 5



Nevada Real Estate Division
 2501 E. Sahara Avenue, Suite 102
 Las Vegas, NV 89104
 Phone: (702) 486-4033
 Email: realest@red.state.nv.us
 Website: www.red.state.nv.us

Lookup Detail View

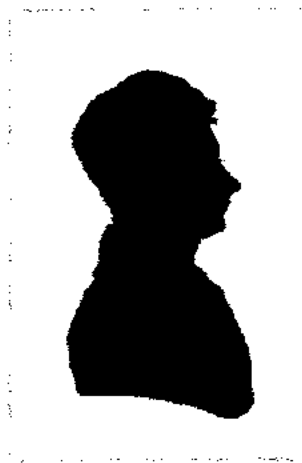
Name
THOMAS LUCAS

Registration Information

Credential	License Type	Issue Date	Expiration Date	Status	Reason
BS.0000599.LLC	BROKER SALESPERSON	03/23/2006	03/31/2017	ACTIVE	NORMAL

Generated on: 6/7/2016 3:43:54 PM

Full



Thomas Lucas

BHHS Nevada Properties
 3185 St. Rose Parkway #100
 Henderson, 89052-3977

Ag ID: **216250** Office ID: **AMEG05**
 Direct: **702-458-8888** Office Ph: **702-458-8888**
 Agent: **702-374-4234** Office Fax: **702-458-5276**
 Email: **tlucas5@cox.net**
 Ag Web:
 Off Web:
 License #: **BS.0000599**
 Broker Name: **Forrest Barbee**



ROSS MILLER
 Secretary of State
 204 North Carson Street, Suite 4
 Carson City, Nevada 89701-4520
 (775) 684-5708
 Website: www.nvsos.gov



050104

Articles of Organization Limited-Liability Company

(PURSUANT TO NRS CHAPTER 86)

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20140207038-37 Filing Date and Time 03/21/2014 12:44 PM Entity Number E0150942014-3
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: <small>(must contain approved limited-liability company wording; see instructions)</small>	OPPORTUNITY HOMES LLC	Check box if a Series Limited-Liability Company <input checked="" type="checkbox"/>	Check box if a Restricted Limited-Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: <small>(check only one box)</small>	<input type="checkbox"/> Commercial Registered Agent: _____ <small>Name</small> <input checked="" type="checkbox"/> Noncommercial Registered Agent OR <input type="checkbox"/> Office or Position with Entity <small>(name and address below)</small>		
	THOMAS LUCAS <small>Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity</small>		
	2657 WINDMILL PARKWAY SUITE 145 <small>Street Address</small>	HENDERSON <small>City</small>	Nevada 89074 <small>State Zip Code</small>
	2657 WINDMILL PARKWAY SUITE 145 <small>Mailing Address (if different from street address)</small>	HENDERSON <small>City</small>	Nevada 89074 <small>State Zip Code</small>
3. Dissolution Date: <small>(optional)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual): _____		
4. Management: <small>(required)</small>	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s) <small>(check only one box)</small>		
5. Name and Address of each Manager or Managing Member: <small>(attach additional page if more than 3)</small>	1) THOMAS LUCAS <small>Name</small> 2657 WINDMILL PARKWAY SUITE 145 <small>Street Address</small> HENDERSON <small>City</small> NV 89074 <small>State Zip Code</small> 2) _____ <small>Name</small> _____ <small>Street Address</small> _____ <small>City</small> _____ <small>State</small> _____ <small>Zip Code</small> 3) _____ <small>Name</small> _____ <small>Street Address</small> _____ <small>City</small> _____ <small>State</small> _____ <small>Zip Code</small>		
6. Effective Date and Time: <small>(optional)</small>	Effective Date: _____ Effective Time: _____		
7. Name, Address and Signature of Organizer: <small>(attach additional page if more than 1 organizer)</small>	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. THOMAS LUCAS <small>Name</small> <input checked="" type="checkbox"/> THOMAS LUCAS <small>Organizer Signature</small> 2657 WINDMILL PARKWAY SUITE 145 <small>Address</small> HENDERSON <small>City</small> NV 89074 <small>State Zip Code</small>		
8. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/> THOMAS LUCAS <small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</small> 3/21/2014 <small>Date</small> AA 000486		

This form must be accompanied by appropriate fees.

9A

OPPORTUNITY HOMES LLC

Business Entity Information			
Status:	Active	File Date:	03/21/2014
Type:	Domestic Limited-Liability Company	Entity Number:	E0150942014-3
Qualifying State:	NV	List of Officers Due:	03/31/2017
Managed By:	Managers	Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV20141200462	Business License Exp:	03/31/2017

Additional Information	
Central Index Key	Series LLC (YES if applicable) YES

Registered Agent Information			
Name:	THOMAS LUCAS	Address 1:	2657 WINDMILL PARKWAY SUITE 145
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89074
Phone:		Fax:	
Mailing Address 1:	2657 WINDMILL PARKWAY SUITE 145	Mailing Address 2:	
Mailing City:	HENDERSON	Mailing State:	NV
Mailing Zip Code:	89074		
Agent Type:	Noncommercial Registered Agent		
View all business entities under this registered agent ()			

Officers		<input type="checkbox"/> Include Inactive Officers	
Manager - THOMAS LUCAS			
Address 1:	2657 WINDMILL PARKWAY SUITE 145	Address 2:	
City:	HENDERSON	State:	NV
Zip Code:	89074	Country:	USA
Status:	Active	Email:	

Actions\Amendments
Click here to view 4 actions\amendments associated with this company ()

Supported Internet Browser versions: Apple iOS 9, Internet Explorer 11, FireFox 45, Google Chrome 49 (available August 2016)

Disclaimer

Entity Actions for "OPPORTUNITY HOMES LLC"

Sort By: Descending Ascending order

1 - 4 of 4 actions

Actions\Amendments			
Action Type:		Annual List	
Document Number:	20160144330-84	# of Pages:	1
File Date:	03/30/2016	Effective Date:	
(No notes for this action)			
Action Type:		Annual List	
Document Number:	20150147637-26	# of Pages:	1
File Date:	03/31/2015	Effective Date:	
(No notes for this action)			
Action Type:		Initial List	
Document Number:	20140311210-45	# of Pages:	1
File Date:	04/29/2014	Effective Date:	
(No notes for this action)			
Action Type:		Articles of Organization	
Document Number:	20140207038-37	# of Pages:	1
File Date:	03/21/2014	Effective Date:	
(No notes for this action)			

[Return to Entity Details for "OPPORTUNITY HOMES LLC"](#)

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

OPPORTUNITY HOMES LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0150942014-3

THE FILING PERIOD OF **MAR, 2014** TO **MAR, 2015**



100401

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****YOU MAY FILE THIS FORM ONLINE AT www.nvsliverflume.gov****

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20140311210-45
	Filing Date and Time 04/29/2014 9:13 AM
	Entity Number E0150942014-3

(This document was filed electronically.)
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ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 (if filing late) BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NRS 76.020 Exemption Codes

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME THOMAS LUCAS	MANAGER OR MANAGING MEMBER		
ADDRESS 2657 WINDMILL PARKWAY SUITE 145 , USA	CITY HENDERSON	STATE NV	ZIP CODE 89074
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X THOMAS LUCAS

Title: **MANAGER** Date: **4/29/2014 9:12:49 AM**

Signature of Manager, Managing Member or Other Authorized Signature

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER
E0150942014-3

OPPORTUNITY HOMES LLC
NAME OF LIMITED-LIABILITY COMPANY



100402

THE FILING PERIOD OF **MAR, 2015** TO **MAR, 2016**

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Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20150147637-26
	Filing Date and Time 03/31/2015 1:48 PM
	Entity Number E0150942014-3

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ABOVE SPACE IS FOR OFFICE USE ONLY

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 (if filing late) BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NRS 76.020 Exemption Codes
001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME THOMAS LUCAS		MANAGER OR MANAGING MEMBER	
ADDRESS 2657 WINDMILL PARKWAY SUITE 145 , USA	CITY HENDERSON	STATE NV	ZIP CODE 89074
NAME		MANAGER OR MANAGING MEMBER	
ADDRESS	CITY	STATE	ZIP CODE
NAME		MANAGER OR MANAGING MEMBER	
ADDRESS	CITY	STATE	ZIP CODE
NAME		MANAGER OR MANAGING MEMBER	
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X THOMAS LUCAS
Signature of Manager, Managing Member or Other Authorized Signature

Title: **MANAGER** Date: **3/31/2015 1:48:35 PM**

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

OPPORTUNITY HOMES LLC
 NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER
 E0150942014-3



THE FILING PERIOD OF **MAR, 2016** TO **MAR, 2017**

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****YOU MAY FILE THIS FORM ONLINE AT www.nvsvlverflume.gov****

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20160144330-84
	Filing Date and Time 03/30/2016 2:37 PM
	Entity Number E0150942014-3

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ANNUAL LIST FILING FEE: \$150.00 LATE PENALTY: \$75.00 (if filing late)

BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NRS 76.020 Exemption Codes

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME THOMAS LUCAS	MANAGER OR MANAGING MEMBER
ADDRESS 2657 WINDMILL PARKWAY SUITE 145 , USA	CITY STATE ZIP CODE HENDERSON NV 89074
NAME 	MANAGER OR MANAGING MEMBER
ADDRESS 	CITY STATE ZIP CODE
NAME 	MANAGER OR MANAGING MEMBER
ADDRESS 	CITY STATE ZIP CODE
NAME 	MANAGER OR MANAGING MEMBER
ADDRESS 	CITY STATE ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X THOMAS LUCAS
 Signature of Manager, Managing Member or Other Authorized Signature

Title: **MANAGER** Date: **3/30/2016 2:37:50 PM**

EXHIBIT 6

CONTEMPORANEOUS EMAILS

FROM 8/29/14 TO 10/13/14

**ARTICULATING TOBIN'S ANGER ABOUT
A BHHS AGENT GETTING A HUGE WINDFALL
FROM A SURPRISE SALE & VIOLATING HER
BHHS CONTRACT & USING INFORMATION SHE
GAVE BHHS BROKER ABOUT WHY TWO BANKS
WOULDN'T CLOSE ANY ESCROWS**

EXHIBIT 6

RE: 2763 White Sage Dr

15 messages

Craig Leidy <cleidy21@aol.com>

Fri, Aug 29, 2014 at 1:31 PM

To: nonatobin@gmail.com

Nona,

Please sign this and send back. This is so I can stop receiving calls on the property. The new owner is an agent in our office by the name of Tom Lucas. He intends to keep the property.

I'm still receiving calls on the property. This document will stop the calls.

Thanks,

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

 **2763 White Sage Termination.pdf**
51K

Craig Leidy <cleidy21@aol.com>

Wed, Sep 10, 2014 at 11:53 AM

To: nonatobin@gmail.com

Nona,

Please sign this so I can get it off my books.

Thank you

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

[Quoted text hidden]

 **2763_White_Sage_Termination.pdf**
51K

Nona Tobin <nonatobin@gmail.com>

Thu, Sep 11, 2014 at 10:50 AM

To: Craig Leidy <cleidy21@aol.com>
Cc: Steve Hansen <nasastevo@gmail.com>

I got your message requesting that I sign a termination/withdrawal order for the listing which you have said would just stop phone calls to you, nothing more. I haven't done it because something about this whole deal is not sitting right with me. Let me just rewind it a bit, and I think you'll see what I need to feel comfortable.

In July when the 4th escrow failed I kept bugging you to find out about the identity of the beneficiary since the documentation I had kept over the two plus years seemed to indicate that the no bank could truly establish that it was the legitimate owner of the promissory note. I felt there could be a cause of action to try to get the debt canceled.

On July 30 when you were down in Temecula, you had me sign documents to counter a new offer and raise the price on a new listing to \$390,000. I went down to your office on August 1 and signed all those documents with Carlos Ciapo even though they were ridiculous. I gave him a copy of the document that showed the problem about which bank had standing to be the beneficiary, i.e., actually owned the note, and complained that I was not being given accurate information about the identity of the beneficiary. He was not at all helpful, but it just introduces an additional concern to me that he also had the very information that would encourage a speculative purchase.

Then there were offers and counter offers and there was a request to put the utilities in my name to which I said no on August 4. You did not respond to that so I don't know what happened to any of those documents.

Then on August 15 I emailed you that there had been an HOA committee hearing about the dead plants and that a clock starting on fines. After that you called me and said a lot had been happening since we had spoken, to wit:

1. there had been a foreclosure sale by Red Rock for delinquent HOA dues at some unspecified time
2. the new owner was a friend of yours and an agent in your Berkshire Hathaway office
3. the purchase price had been \$63,000
4. the trust no longer had any responsibilities or concerns about the property as all the headaches now belonged to the new owner
5. you would no longer be working with me/the Trust; you would be working with the new owner to negotiate whatever needed to be resolved with the bank, the HOA etc.

I told you that I would be glad to cooperate, but that I certainly expected some kind of finders fee if you and the new owner/client were able to cancel \$390,000 of debt based on my documentation.

It should be noted that I have received nothing in writing related to any of the items above. Although I previously got many letters from Red Rock, I have gotten nothing from them saying that this foreclosure sale was scheduled or that it occurred. Also, when you verbally informed me about HOA foreclosure on August 15, I got the impression you were signing an agreement to work with new owner which would automatically negate a listing by a party who no longer owned it, but then I've never seen anything in writing that shows the ownership has actually changed.

I do know some sale has occurred because I received a call from an attorney on August 18 when I was literally at my sister's deathbed telling me that I should hire their firm to represent the Trust. This attorney said any amounts received in excess of the amount due to the HOA plus fees belonged to the Trust if claimed or reverted to the State of Nevada. I did not hire them, but the call was unsettling in that it awakened the notion that I might need legal representation.

I've also read recently that Nevada law is far from settled on the point of the super-priority of HOA liens and whether the foreclosure sale is simply a means to ensure that the HOA's lien position moves to the top so they get paid. It is being litigated whether the foreclosure has the effect of nullifying the first position of the original bank note or whether it means a change of title at all. See attached article.

In fact, today I just checked the County website for the official record of recorded owners, and the Gordon B. Hansen Trust is still listed as the owner. This certainly is a matter of concern as it leaves liability issues wide open.

Today when I saw your email with the request for me to sign the termination of the listing effective August 20, it doesn't seem to me that if I signed it, I would be acting in my own best interest or appropriately as a fiduciary as the Successor Trustee of the Trust.

You also said the buyer Tom Lucas intended to keep the property. Obviously from Tom Lucas' point of view, if there is no attempt to do a short sale, the property may well fall through the cracks, and the bank may have nothing to trigger it to assert its standing as the legitimate holder of the note and so it could drift along for a long time making money for him without the bank making any demands. However, it seems to me that this is just a little too convenient a windfall for your friend if this is done by just steamrolling over my interests and those of the Trust.

As you know this property has eaten up hundreds of hours of my time over the past 2 ½ years and I would love to be done with it, but signing this last document just does not pass the smell test for me. It has the appearance of double dealing or insider trading.

In order to get closure, what I think I need is:

1. If you and/or Tom are going to make a profit off of this property based on my research and documentation, then I would like a written agreement of an appropriate finders fee of 10% of the cancelled debt.
2. The listing is cancelled contingent on the recording of the legal change of title.
3. It is documented that the Trust and I are held harmless from any liability and are not subject to any financial exposure related to this property now or ever.

Nona

[Quoted text hidden]

 **Superpriority HOA**
55K

Nona Tobin <nonatobin@gmail.com>
To: Dave Barca <dbarca@apr.com>
Cc: Larry Tobin ICE <rhandyman@gmail.com>

Thu, Sep 11, 2014 at 11:01 AM

Hi Dave,
Here is the situation with Bruce's house. Larry said you know a good real estate attorney. I don't want to spend any money on this thing. I just want to have a name in case this blows up.

It's possible this situation is particular to Nevada, but the attorney who cold called me the day Janie died was from California so I don't know. This whole thing has been a nightmare.

Thanks.

Nona

[Quoted text hidden]

 **Superpriority HOA**
55K

Thu, Sep 11, 2014 at 3:34 PM

Craig Leidy <Cleidy21@aol.com>
To: nonatobin@gmail.com

Nona,

I hear what your saying and about 3/4 of what your thinking makes sense.

According to our attorney, there are 200 case in the NV Supreme Court regarding this same thing.

Our attorney told me that no one knows what is going to happen with this type if problem. I'll keep you posted.

[Quoted text hidden]

Fri, Sep 12, 2014 at 1:30 PM

Nona Tobin <nonatobin@gmail.com>
To: Jo Ann Wexler <wexler.ja@gmail.com>

----- Forwarded message -----

From: **Nona Tobin** <nonatobin@gmail.com>

Date: Thu, Sep 11, 2014 at 10:50 AM

Subject: Re: 2763 White Sage Dr

To: Craig Leidy <cleidy21@aol.com>

Cc: Steve Hansen <nasastevo@gmail.com>

[Quoted text hidden]

 **Superpriority HOA**
55K

Sun, Sep 14, 2014 at 12:50 PM

Barca, David <DBarca@pacunion.com>
To: "nonatobin@gmail.com" <nonatobin@gmail.com>
Cc: Larry Tobin <rhandyman@gmail.com>

Hi Nona,

This is really a horror story; however, I think you get the straight scoop from an attorney friend of mine, David Marks. He no nonsense and will tell you how best to proceed. Here is his contact information:

<p>David Marks GCA Law Partners LLP Attorney</p> <p>650-428-3900 Work dmarks@gcalaw.com</p> <p>1891 Landings Drive Mountain View, California 94043</p>

David Barca

Vice President, Silicon Valley

Pacific Union Real Estate | A Member of Real Living

1706 El Camino Real, Ste.220, Menlo Park CA 94025

O 650.314.7201 | C 650.704.9019 | dbarca@pacunion.com

From: Larry Tobin [mailto:rhandyman@gmail.com]
Sent: Friday, September 12, 2014 3:49 PM
To: Barca, David
Subject: Fwd: 2763 White Sage Dr

----- Forwarded message -----
From: **Nona Tobin** <nonatobin@gmail.com>

[Quoted text hidden]

[Quoted text hidden]

 **Superpriority HOA**
55K

Steve Hansen <nasastevo@gmail.com>
To: Nona Tobin <nonatobin@gmail.com>

Fri, Sep 19, 2014 at 6:35 AM

Sounds fine to me Nona. Sorry for the late reply. I don't check my email as often as I should. Seems insane that the house went for that cheap. Craig and his cronies are certainly going to make \$\$\$ on the deal. Greedy bastards!

Sent from my iPhone
[Quoted text hidden]

<mime-attachment>

Craig Leldy <cleidy21@aol.com>
To: nonatobin@gmail.com

Fri, Sep 19, 2014 at 2:38 PM

Nona,

Yesterday, I received an email from our corporate broker regarding a Nevada Supreme Court decision. This definitely affects White Sage. Enclosed is a portion of the email sent to all agents in our company. I also down loaded the complete 35 page decision for you to review if you want.

In the opinion of our legal department and corporate broker, the only way banks may have to appeal the decision would be at the U.S. Supreme Court level.

What this means is that Tom Lucas, who bought the property at the HOA foreclosure is now the legal owner of White Sage.

SHOCKING NEWS! AN HOA FORECLOSURE EXTINGUISHES A FIRST DEED OF TRUST – EVEN IN A NON-JUDICIAL FORECLOSURE!

The opening paragraph says it all....

NRS 116.3116 gives a homeowners' association (HOA) a superpriority lien on an individual homeowner's property for up to nine months of unpaid HOA dues. With limited exceptions, this lien is "prior to all other liens and encumbrances" on the homeowner's property, even a first deed of trust recorded before the dues became delinquent. NRS 116.3116(2). We must decide whether this is a true priority lien such that its foreclosure extinguishes a first deed of trust on the property and, if so, whether it can be foreclosed nonjudicially. We answer both questions in the affirmative and therefore reverse.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

 **140918SFRvsUSBankOpinion130NevAd75.pdf**
385K

Nona Tobin <nonatobin@gmail.com>
To: Craig Leidy <cleidy21@aol.com>

Fri, Sep 19, 2014 at 3:55 PM

You didn't answer my question about the excess funds collected in the foreclosure sale over the amount Red Rock could keep. Have you ever dealt with getting that money turned over to one of your clients?

[Quoted text hidden]

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com

Fri, Sep 19, 2014 at 4:07 PM

No I have not. I have put a call into our legal council to see if anything can be done. I probably won't know anything until Monday.

If there is an excess, I believe it would go into unclaimed money at the state level for a while until it is claimed.

I had a situation like this that when the money showed up in the state Unclaimed Funds File. All I had to do is prove that I was the benefactor. I did that by a driver's lic. It wasn't much, only \$347.00. It was in the state file for 3 years.

I'll know more on Monday.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052

Questions about HOA Foreclosure sale

5 messages

Nona Tobin <nonatobin@gmail.com>

Mon, Oct 13, 2014 at 12:08 PM

To: Craig Leidy <cleidy21@aol.com>

Craig, after considering the HOA dues delinquency foreclosure sale of 2763 White Sage, I have some questions:

1. What documents has Red Rock Financial sent to you as my agent? I would like to get a copy of those documents.
2. If Berkshire Hathaway received documents from Red Rock Financial why did you not inform me of them in a timely manner?
3. When did you start working with Tom Lucas to purchase this property and did you get paid for your services?
4. What is the status of Nationstar and what do you know of their expectations to make any claims on the money that has been interpleaded with District Court?

I'm enumerating these questions so you will answer each of them specifically. I'm feeling like you dropped me like a hot potato after helping Tom Lucas, a Berkshire Hathaway agent, to become the beneficiary of a giant windfall. When I didn't hear from you, I spoke with Red Rock Financial and to a couple of real estate attorneys, and I am pretty dissatisfied with the manner in which the interests of the Trust were handled by Berkshire Hathaway.

Starting with Red Rock: the first person I spoke to told me that once Red Rock takes the amount that is due to them, they interplead the balance with district court and notify all the potential parties so they

can make a claim and the court can decide on distribution. When I didn't hear from you about what the specific amount was, I called Red Rock back to get it, and I was told that they couldn't talk to me because I wasn't listed as the designated person. I can only assume that because I signed an authorization for Berkshire Hathaway to receive all the notices from them when we first set up the listing last February that Berkshire Hathaway was the authorized agent and you are the specific person that they would have considered the recipient for notices that previously had gone to me as the Successor Trustee.

I am very concerned about this point now. I never received any notice regarding the interpleading. Obviously, I need to get whatever Berkshire Hathaway received from Red Rock as my agent so I can proceed on behalf of the Trust. Since I am unfamiliar with these matters, I do not know if time is of the essence or not in terms of filing a claim in District Court.

I am also concerned about the notices that Red Rock sent Berkshire Hathaway regarding the sale that was actually held. You always told me that foreclosure was no problem, that they always delayed these type of HOA delinquency sales when a short sale was pending. I never knew anything about a sale actually happening until it was done and you were working with the guy that bought it.

I raised my concerns about the manner in which the foreclosure sale was handled as well as what I thought was appropriate to address the interests of the Trust previously with you, but the whole matter seems to have been ignored by Berkshire Hathaway, you, Tom Lucas and your broker.

Doesn't the listing agreement contractually require that you and Berkshire Hathaway act on my behalf as the Successor Trustee and protect the interests of the Trust?

It seems that you unilaterally quit representing my interests as the Successor Trustee without notice. Neither you nor your Broker responded to my many attempts to determine if in fact the bank really couldn't prove it was the owner of the note, then suddenly another Berkshire Hathaway agent in your branch buys it on a surprise sale, possibly betting on information I provided you and the Broker and getting you to help him gain a huge windfall.

Then, inexplicably you wanted me to sign a backdated paper to cancel the listing after the sale had already taken place since you could not take it off MLS without my signature. This didn't make sense. It looked to me like you wanted me to "fire" you or release your agency from the apparent conflict. I'm very confused by this, and one of the attorneys I consulted advised me to file a complaint with the Nevada Real Estate Division to generate an investigation of Berkshire Hathaway and their handling of this situation.

Craig, you and I have been friends for a long time, and I do not want to do that unless it is absolutely necessary. I would simply like your assistance in seeing that all my efforts of stewardship over this property over two plus years are not disparaged. Remember I cooperated with you at every turn over months no matter where I was in the world to try to get a sale that would allow you to earn a commission. Now, I would appreciate your assistance in promptly responding to my questions and assisting me in getting some appropriate financial remuneration for the Trust. Don't just walk away from me now.

EXHIBIT 7

**GVLAR POLICY PROHIBITING
USE OF THE MULTIPLE LISTING SERVICE
TO MARKET HOA FORECLOSURES
AND MLS DOCUMENTS SHOWING THAT BHHS
AGENTS CONTINUED MARKETING THE
PROPERTY AFTER THE SALE AND REPRESENTED
THE BUYER WHEN THE STOKES SOLD IT
ON 10/23/15**

EXHIBIT 7



HOA LIEN FORECLOSURES AND THE MLS

By: David B. Sanders Esq.
GLVAR General Counsel

The MLS Committee has determined that it is the best interests of the MLS to exclude HOA Lien foreclosure properties in the MLS at this current time.

Background

Nevada Supreme Court issued its ruling regarding HOA liens in *SFR Investments Pool I, LLC v. U.S. Bank, N.A.*, 130 Nev. Adv. Op. 75 (Sept. 18, 2014). The Court found that the foreclosure upon an HOA lien can be conducted either judicially or non-judicially and that sale DOES extinguish the first deed of trust on the property when conducted properly. While clarifying those two issues, the Supreme Court's decision leaves several questions unanswered.

Please recall that the appeal was from an order dismissing SFR Investment's complaint on a motion to dismiss, not a final adjudication of property rights. *The Nevada Supreme Court did not hold that SFR obtained title to the property free and clear of U.S. Bank's loan, nor did it hold that the foreclosure sale conducted by the HOA could not be set aside by the trial court.* Instead, it remanded the matter for further proceedings.

Questions Remain

There are a number of unresolved issues related to the Statute and the Court's ruling in SFR Investments.

- (a) What happens if the mortgage holder tenders payment of the super priority portion of the lien and the tender is rejected? (Many of the for profit collection agencies that HOAs employ to foreclose on HOA liens refuse to accept a tender for less than the total amount alleged due not just the super-priority portion.) The Opinion in *SFR* indicates that if such a tender was made and rejected then the sale is invalid.
- (b) Does the purchase of the property at the HOA foreclosure sale have priority over the mortgage holder if the HOA simultaneously forecloses on the subpriority portion of the lien? HOAs typically foreclose on the HOA's entire lien.
- (c) Is the purchaser of property at an HOA sale, which likely paid a small fraction of the value of the property, a bona-fide purchaser for value?
- (d) Can the sale of property by an HOA be voided by the holder of a first priority lien because it was not given adequate notice or due process of law? (There is a genuine issue if the foreclosure procedure outlined in NRS 116 violates a lienholders constitutional right of due process. SFR Investments in this case complied with the more vigorous foreclosure requirements of NRS 107 thus the issue was not presented to the Court.)

FHFA and Federal Preemption



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Even more concerning is the Federal Preemption issue. As you know a majority of loans are backed by Freddie Mac and Fannie Mae. Both entities are "quasi federal entities" meaning that there is a genuine issue if an HOA can even extinguish the federal government's interest in the property. When state law and federal law conflict, federal law displaces, or preempts, state law, due to the Supremacy Clause of the Constitution. U.S. Const. art. VI, § 2. Preemption applies regardless of whether the conflicting laws come from legislatures, courts, administrative agencies, or constitutions. For example, the Voting Rights Act, an act of Congress, preempts state constitutions, and FDA regulations may preempt state court judgments in cases involving prescription drugs.

Existing federal law preempts any state law that attempts to extinguish a federal interest. There is active litigation in Nevada federal court to determine this very issue.

Lender Response

Lender response to this ruling has been very aggressive. Lenders are routinely suing over these foreclosures. Lenders are naming all parties involved in the transaction, including the HOA Trustees, the HOA Boards and HOA Board Members in their individual capacities. This could potentially include the seller's agent, the potential buyer and buyer's agent as well as GLVAR.

It is also unlikely that a broker's (or for that matter GLVAR's) E&O Insurance would cover such litigation as listing such a property in the MLS prior to the conclusion of a successful quiet title action is an intentional act. Should GLVAR be sued for any individual listing, membership dues would be spent to defend the Association in Court.

The Nevada Legislature

As you know the Nevada legislature is in session. There are bills already being drafted that would reverse the Nevada Supreme Court's decision. In a few short months we will know if the Legislature will act on this issue.

Title Industry

Several major title insurance companies refuse to issue title insurance on HOA foreclosure properties due to these unknowns and will not do so without a successful quiet title action.

There is a Solution

There is a simple solution to these issues; it is to allow the Courts to determine answers to these questions. The purchasers of HOA lien foreclosed properties should initiate a quiet title action in State Court. That action will resolve the issues of tender and notice. There is current litigation in Federal Court regarding Federal Preemption and that issue will be resolved in the near future.

MLS Position

Until these issues are resolved, the MLS Committee has determined that properties are akin to fractional ownership and will be excluded from the MLS. This issue will be revisited once the Courts have issued appropriate guidelines.



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GLVAR	Single Family Residential	Ownership	SFR	06/10/2016 11:30 AM								
ML#	1424197	Offc	AMEG05	PubID	001098	Status	X	Area	606	L/Price	\$390,000	
Address	2763 /WHITE SAGE /Drive		Unit			StatusUpdate				LP/SqFt	\$177	
Building #	Bldr/Manf	Del Webb	Model	LibertyCAS		CondoCnv		Zip	89052			
County	CLARK	Parcel#	191-13-811-052	Zoning	SINGLE	Studio		YrBuilt	2004/RE			
Cmnty	SUNCITYANT	Subdiv	SUN CITY ANTHEM UNIT #19 PHASE			City/Town	Henderson	State	NV			
Assoc/Comm	Feat Desc	Age Restricted, CC&RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No							AgeRestrict			
Elem K-2	WOLF	Elem 3-5	WOLF	YrRound	N	Junior	DELW	Highsch	LIBR	Subdiv#		
								CensTrct		MetroMap	95-F6	
PROPERTY INFORMATION				#Baths	FB	3/4	HB	Tot				
Bldg Desc	1STORY	Prop Desc		2	1	0	3					
Type	DETACHD	Conv										
Roof	PITCHED, TILE	Unit Desc		#Bedrms	3	#Den/Oth	1	#Loft	0			
Garage	2/AUTODR, ENTRYHS, FINISHD, GOLFCT	Carport	0	Prkng Desc								
AppxLivArea	2,200	#Acres +/-	0.190	Lot SqFt	8,276	Lot Desc	14LESS					
ApprxAddLivArea	260	Length		Width		ApprxTotalLivArea	2,460					
Manuf		Width		ConvertRealProp		MH-YrBlt						
PvSpa	No	PvPool	Y/HEATED, INGRND	Pool Size +/-								
Dir	South on Eastern from St Rose Pkwy, bear left on to Anthem Pkwy at split, pass Hampton Rd, (R) on Wild Iris, (L) on Foxtail, (L) White Sage.											
Public Remarks	Liberty model w/casita, pool & views of the city and mountains. High elevated lot. Courtyard entry. Formal living & dining rms. Lge kitchen w/island that opens to sep. family rm w/surround sound. Coffered ceilings. The den separates the MS from the secondary bedrm. MS has bay window, sep tub & sep shower, dbl sink & walkin clst. Laundry rm w/sink & extra cabts. Gar has storage & room for golf cart. Builtin BBQ. too!											
Ag/Ag Remarks	IMPORTANT NOTICE! THE PROPERTY WENT TO AUCTION 8/15/14 AND WAS BOUGHT FOR BACK ASSOCIATION DUES. CALL ME IF YOU HAVE QUESTIONS.											
Master Bed Room	15x13	CEILFN, WICLOS		2nd Bedroom	15x13	TELEJK, TVCAB						
3rd Bedroom	10x10	TELEJK, TVCAB		Den	12x11							
Dining Room	13x11	FORDIN, LIVDIN		Family Room	18x14	SEPFAM						
Kitchen		NOOK, ISLAND, RECESS, PANTRY, SLDCTP, TILE		Living Room	19x14	ENTFOY, FORMAL, REAR						
Master Bath		DBLSNK, SEPSHW, SEPTUB										
MBR Down?	Y	Bed Dn	Y	Ba Dn	Y	Ba Dn Desc	F					
Constrctn	FRMSTUC			Furnished Desc	NOFURN							
Refrg	N	Dispos	Y	Dishw	Y	Washer Inc	Y	Dryer Inc	Y	DryerUtil	G	
OthApplnces	MICROWV, WTCNDO									Location	ROOM	
Interior	ALARMW, BLINDS, CEILFN, WNDWPRT			Oven Desc	BLTING, CONVECTN, COKTOPG, DBLOVNE							
Firepl	0			Flooring	CARPET, CARTHR, CERAMIC							
Firepl Loc				Fence	BF/WRTIRON							
House Face	North	House Views	MOUNTVW	Equest	NONE							
Exterior	BITOBBQ, BYARDAC, CVPATIO			Miscel	NONE							
Landscap	DESERT, FRNSPR, MATURE, RERSPR, ROCK, SHRUBS, SIDSPR, SPRINKT			Water	PUBLIC							
Heat Sys	2PLUSUNITS, CENTRAL	HtFuel	GAS	Sewer	PUBLIC							
Cool Sys	2UNITSPLUS, CENTRAL, REFRIG	CLFuel	ELEC	Grd Mounted	Y							
Utility Info	CABWIRE, UNDRND	Energy	DUALPNE, LOWEWIN	Sol Elec								
VOW/FINANCIAL/LISTING OFFICE INFORMATION				Internet	Y	Public Address	Y	AVM	Y	Commentary	Y	
AssocFee	Y	AssocName	Sun City Anthem	Assoc Ph	702-614-4800	Mast Plan Fee	\$0/N					
AssocFee1	\$275/Q	AssocFee2		Assessmt	N	Assessment Amt						
Assoc Fee Includes	COMTAX, MGMT, REC, RESERV	SID/LID?	N	SID/LID		SID/LID Ann						
Earn Dep	\$4,000	Ann Tax	\$3,265	Court App	N	Short Sale	Y	Foreclo	Y	Repo/REO	N	
Finance Consid	CASH, CONV	FIRPTA?	N	NOD	12/14	Litig/Typ	N	Rent		Poss	COE	
Lockbox	E	LockboxLocation	Hose Bib	TempOffMktStatus		T Status Date						
L/Agent	Craig Leidy	L/Aph	702-595-9007	REALTOR	Y	PhotExcl		LeaseEnd				
Office	BHHS Nevada Properties	OffcPh	702-458-8888	Bonus SO		CoOp	3.000%	Flat Fee				
Off Add	3185 St. Rose Parkway #100, Henderson 89052-3977	BrokerName	Forrest Barbee	Vr	N	Ex	N					
Agt Fax #	702-317-3384	Email	cleidy21@aol.com	VTour	Y	OwnLic	N					
Resident	Vacant	ResPh	702-595-9007	Occup	VAC	Power	OFF	AuctTyp		ListDt	02/24/2014	
Showing	NOSHOW	GateCode		WD		AuctDt		ExpDt		10/31/2014		
ContDesc		CombLB		GateCode2		OrigListPrice	\$380,000	Act DOM		249		

Energy-Efficient/GREEN Information:
Green Building Certification **No**

Presented by: Office Name

BHHS Nevada Properties

Agent Craig Leidy

GLVAR	Single Family Residential		Ownership		06/10/2016 11:30 AM						
ML#	1548524	Offc	URBN	PubID	220273	Status	C	Area	606	L/Price	\$437,900
Address	2763 /WHITE SAGE /Drive		Unit	StatusUpdate				LP/SqFt	\$199		
Building #	Bldr/Manf	Model	CondoCnv		Zip		89052				
County	CLARK	Parcel#	191-13-811-052	Zoning	SINGLE		City/Town	Henderson	State	NV	
Cmnty	NONE		Subdiv	SUN CITY ANTHEM UNIT #19 PHASE				AgeRestrict	Y		
Assoc/Comm Feat Desc	Age Restricted, CC&RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No COMMUNITY Spa, Exercise Room, Tennis										
Elem K-2	WOLF	Elem 3-5	WOLF	YrRound	N	Junior	DELW	Highsch	LIBR	Subdiv#	
					CensTrct	57.14		MetroMap	95-F6		

PROPERTY INFORMATION				#Baths	FB	3/4	HB	Tot	
Bldg Desc	1STORY	Prop Desc	Conv	2	1	0	3		
Type	DETACHD	Unit Desc		#Bedrms	3	#Den/Oth	0	#Loft	0
Roof	TILE	Carport	0	Prkng Desc		Lot Desc	14LESS		
Garage	2/ATTACHD, AUTODR, ENTRYHS, FINISHD			Lot SqFt	8,276	ApprxTotalLivArea	2,460		
AppxLivArea	2,200	#Acres +/-	0.190	ConvertRealProp		MH-YrBlt			
ApprxAddLivArea	260	Length		PvPool	Y/HEATED, INGRND	Pool Size +/-			
Manuf		Width							
PvSpa	Yes								

Dir South on eastern from rose parkway on to anthem parkway at split pass hampton right on wild iris left on foxtail left on white sage.

Public Remarks Beautiful liberty model with casita, pool and views of the city. A high elevated lot. There's a formal living room and dining room and a large open kitchen and a separate family room. New Tile in the master bath. Large master with a separate tub and separate shower. Garage has separate area for gold cart. There is a 260 square foot casita out front. Total living 2460 square feet. AGENT BONUS 1500.00

Ag/Ag Remarks Please use Pam at linear title. Thank you for showing.

Master Bed Room	15x13	CEILFN, WICLOS	2nd Bedroom	15x13	
3rd Bedroom	10x10		Dining Room	13x11	FORDIN, LIVDIN
Family Room	18x14	SEPFAM	Kitchen		NOOK, ISLAND, RECESS, PANTRY, SLDCTP, TILE
Living Room	19x14	ENTFOY, FORMAL, REAR	Master Bath		DBLSNK, SEPSHW, SEPTUB
MBR Down?		Bed Dn	Y	Ba Dn	Y
Constrctn	FRMSTUC		Furnished Desc	NOFURN	
Refrg	N	Dispos	Y	Dishw	Y
OthApplnces	MICROWV, WTCNDO	Washer Inc	N	Dryer Inc	N
Interior	ALARMW, BLINDS, CEILFN, WINDOWCOV		Oven Desc	STOVEG	
Firepl	1/GAS		Flooring	CARPET, CARTHR, CERAMIC	
Firepl Loc	LIVING		Fence	BF/BRICK	
House Face	North	House Views			Equest
Exterior	BITOBBQ, BYARDAC, CIRCDRV, CVPATIO				NONE
Landscap	DESERT				Miscel
Heat Sys	CENTRAL	HtFuel	GAS		NONE
Cool Sys	CENTRAL	CLFuel	ELEC	Grd Mounted	PUBLIC
Utility Info	UNDGRND	Energy	NONE		PUBLIC
					Sol Elec
					None
					AVM
					Y
					Commentary
					Y

VOW/FINANCIAL/LISTING OFFICE INFORMATION											
AssocFee	Y	AssocName	Sun City Anthem	Assoc Ph	702-614-4800	Mast Plan Fee	\$0				
AssocFee1	\$275/Q	AssocFee2		Assessmt	N	Assessment Amt					
Assoc Fee Includes	MGMT, REC, RESERV	SID/LID?	N	SID/LID		SID/LID Ann					
Earn Dep	\$5	Ann Tax	\$3,363	Court App	Y	Short Sale	N				
Finance Consid	CASH, CONV	FIRPTA?	N	Foreclo	N	Repo/REO	N				
Lockbox	M	LockboxLocation	Front Door	TempOffMktStatus		Litig/Typ	N				
L/Agent	Robert Goldsmith			Rent		Poss	COE				
Office	Urban Nest Realty	L/APH	702-308-5294	REALTOR	Y	T Status	Date				
Off Add	10220 W Charleston Blvd #3, Las Vegas 89135	OffcPh	702-853-2444	Bonus	SO	LeaseEnd					
Agt Fax #	702-617-4901	Email	robsellshomes@aol.com	CoOp	3.000%	Flat Fee					
Resident	Vacant	ResPh	702-308-5294	Occup	VAC	Vr	N				
Showing	KEYANY	GateCode		Ex	N	VTour	Y				
ContDesc	FINANCING	ComboLB	#*081	GateCode2		ListDt	06/16/2015				
				Power	ON	ExpDt					
				WD		Act DOM	129				
				OrigListPrice	\$569,900						

Energy-Efficient/GREEN Information: Green Building Certification No

CONTINGENT/PENDING/SOLD INFORMATION:			
Accept/Date	10/23/2015	EstClo/Date	10/30/2016
Sold Terms	VA	ActClo/Date	
Sellers Contrib		Prop Condition	
OwnrCarry		Days On Market	129
Auction Buyer Premium			
Addit Auction Sold Terms		Sale Type	
		DaysListingtoClose	
		BuyersAgtPublicID	232958
		Buyer Broker	AMEG05
		Broker Office	BHHS Nevada Properties, 3185 St. Rose Parkway #100, Henderson 89052-3977
		BuyerAgentName	Kristen Madden/702-458-8888
		Orig L.Price	\$569,900
		Sale Price	
		SP/SqFt	

Presented by: Office Name BHHS Nevada Properties Agent Craig Leidy

EXHIBIT 8

EXHIBIT 8

MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

6/16/15 Stokes listed property for \$569,000

6/16/15 Stokes filed their complaint in case A720032

10/14/15 Thirteenth time the Stokes relisted it at a lower price

10/23/15 Contingent sale for \$437,900 through BHHS Realtor Kristen Madden

EXHIBIT 8

Property Active Inventory

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1548524	191-13-811-052	RES	C	\$ 437,900	10/23/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 437,900	10/14/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 444,900	10/02/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 457,900	09/16/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 465,900	09/09/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 471,900	09/02/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 474,900	08/27/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 494,900	08/16/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 499,900	07/28/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 509,900	07/20/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 516,900	07/14/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 524,900	07/10/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 529,900	07/03/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 569,900	06/16/2015	220273 Area 606	URBN Zip 89052
1424197	191-13-811-052	RES	X	\$ 390,000	11/01/2014	001098 Area 606	AMEG05 Zip 89052
1424197	191-13-811-052	RES	ER	\$ 390,000	08/01/2014	001098 Area 606	AMEG05 Zip 89052
1424197	191-13-811-052	RES	ER	\$ 380,000	07/25/2014	001098 Area 606	AMEG05 Zip 89052
1424197	191-13-811-052	RES	C	\$ 380,000	03/10/2014	001098 Area 606	AMEG05 Zip 89052
1424197	191-13-811-052	RES	ER	\$ 380,000	02/25/2014	001098 Area 606	AMEG05 Zip 89052
1227006	191-13-811-052	RES	ER	\$ 395,000	07/10/2013	099056 Area 606	PDFT Zip 89052
1227006	191-13-811-052	RES	W	\$ 395,000	07/10/2013	099056 Area 606	PDFT Zip 89052
1227006	191-13-811-052	RES	C	\$ 395,000	05/14/2013	099056 Area 606	PDFT Zip 89052

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

Property Information

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 395,000	04/01/2013	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	C	\$ 335,000	08/13/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 335,000	07/21/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 375,000	02/16/2012	099056 Area 606	PDFT Zip 89052

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

CLERK OF THE COURT

1 **MDSM**
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2 SEAN L. ANDERSON
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3 sanderson@leachjohnson.com
RYAN W. REED
4 Nevada Bar No. 11695
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5 8945 West Russell Road, Suite 330
Las Vegas, Nevada 89148
6 Telephone: (702) 538-9074
Facsimile: (702) 538-9113
7 *Attorneys for Cross-Defendant Sun*
City Anthem Community Association

DISTRICT COURT

CLARK COUNTY, NEVADA

10 JOEL A. STOKES and SANDRA F.
11 STOKES, as trustees of the JIMI JACK
IRREVOCABLE TRUST,

Plaintiffs,

13 vs.

14 BANK OF AMERICA, N.A.; SUN CITY
ANTHEM COMMUNITY ASSOCIATION.;
15 DOES I through X and ROES BUSINESS
ENTITIES 1 through 10, inclusive,

Defendants.

17 NONA TOBIN, an individual and Trustee of
the GORDON B. HANSEN TRUST, dated
18 8/22/25,

Counter-Claimant,

19 vs.

20 JOEL A. STOKES and SANDRA F.
STOKES, as trustees of the JIMI JACK
21 IRREVOCABLE TRUST;

Counter-Defendant.

23 NONA TOBIN, an individual and Trustee of
the GORDON B. HANSEN TRUST, dated
24 8/22/25,

Cross-Claimant,

25 vs.

26 SUN CITY ANTHEM COMMUNITY
ASSOCIATION, INC., DOES 1-10, and
27 ROE CORPORATIONS 1-10, inclusive,

Cross-Defendant.

Case No.: A-15-720032-C
Dept. No.: XXXI

**SUN CITY ANTHEM COMMUNITY
ASSOCIATION'S MOTION TO
DISMISS CROSS-CLAIMANT NONA
TOBIN, AN INDIVIDUAL AND
TRUSTEE OF THE GORDON B.
HANSEN TRUST'S CROSS-CLAIM**

LEACH JOHNSON SONG & GRUCHOW
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Telephone: (702) 538-9074 – Facsimile (702) 538-9113

LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 – Facsimile (702) 538-9113

1 Sun City Anthem Community Association (the “Association”), by and through its
2 attorneys, Leach Johnson Song & Gruchow, respectfully submit its Motion to Dismiss Cross-
3 Claimant Nona Tobin, an individual and Trustee of the Gordon B. Hansen Trust (“Tobin”)
4 Cross-Claim (“Motion”). This Motion is made and based on the attached Memorandum of
5 Points and Authorities, together with such other and further argument as may be presented and
6 considered by this Court at any hearing of this Motion.

7 DATED this 23rd day of February, 2017.

8 **LEACH JOHNSON SONG & GRUCHOW**

9 

10 _____
11 Sean L. Anderson
12 Nevada Bar No. 7259
13 Ryan W. Reed
14 Nevada Bar No. 11695
15 8945 West Russell Road, Suite 300
16 Las Vegas, Nevada 89148
17 *Attorneys for Cross-Defendant Sun City Anthem*
18 *Community Association*

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LEACH JOHNSON SONG & GRUCHOW
8945 West Russell Road, Suite 330, Las Vegas, Nevada 89148
Telephone: (702) 538-9074 -- Facsimile (702) 538-9113

1 NOTICE OF MOTION

2 **TO: ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

3 PLEASE TAKE NOTICE that the undersigned will bring the above and foregoing,
4 **MOTION TO DISMISS**, on for hearing before the above-entitled Court in Department XXXI
5 on the 28th day of March, 2017 at 9:30 a.m.

6 DATED this 23rd day of February, 2017.

7 **LEACH JOHNSON SONG & GRUCHOW**

8 

9
10 Sean L. Anderson
Nevada Bar No. 7259
11 Ryan W. Reed
Nevada Bar No. 11695
12 8945 West Russell Road, Suite 300
Las Vegas, Nevada 89148
13 *Attorneys for Cross-Defendant Sun City Anthem
Community Association*

14
15 MEMORANDUM OF POINTS AND AUTHORITIES

16 **I. INTRODUCTION AND FACTUAL BACKGROUND**

17 This action emanates from the Association's foreclosure of a delinquent assessment lien
18 against the property located at 2763 White Sage Drive, Henderson, Nevada, 89052(the
19 "Property"). Based upon a review of the real property records, Opportunity Homes, LLC, was
20 the successful bidder at the foreclosure sale that occurred August 15, 2014, as evidenced by a
21 Foreclosure Deed recorded as Instrument No. 20140822-0002548. On June 4, 2015, Opportunity
22 Homes, LLC, executed a quitclaim deed in favor of F. Bondurant, LLC, as evidenced by a
23 Quitclaim Deed recorded as Instrument No. 2015609-0001537. On June 8, 2015, F. Bondurant,
24 LLC, executed a quitclaim deed in favor of Joel A Stokes and Sandra F. Stokes, as evidenced by
25 a Quitclaim Deed recorded as Instrument No. 2015609-0001545.

26 On January 31, 2017, Claimant Nona Tobin, an individual and Trustee of the Gordon B.
27 Hansen Trust ("Tobin") filed a Cross-Claim against the Association in which Tobin asserted, in
28 essence, that the Association wrongfully foreclosure upon the Property. In support of this

1 contention, Tobin asserted, among other things, that in foreclosing on the Property that the
2 Association violated NRS 116.3116, the Association's governing documents, and engaged in
3 various misrepresentations thus depriving Tobin of her due process rights. Setting aside for
4 purposes of this Motion the fact that Tobin has failed in any way to evidence her standing to file
5 the present civil action, there is no question that Tobin's Cross-Claim is subject to dismissal
6 pursuant to NRS 38.310.

7 As the Court is aware, NRS 38.310 provides that no civil action based on a claim relating
8 to the interpretation, application, and enforcement of the governing documents of the Association
9 may be filed in any court in this state unless it is first submitted to the Nevada Real Estate
10 Division ("NRED") mediation or referee program pursuant to NRS 38.300 to 38.360. Because
11 each of the claims brought by the Tobin against the Association relates to the interpretation,
12 application or enforcement the Association's governing documents, this Court must dismiss the
13 Cross-Claim for lack of subject matter jurisdiction.

14 II. ARGUMENTS

15 A. This Court Lacks Subject Matter Jurisdiction to Consider Tobin's Cross-Claims.

16 NRS 38.310 provides:

17 No civil action based upon a claim relating to:

18 (a) the interpretation, application or enforcement of any covenants,
19 conditions or restrictions applicable to residential property or
any bylaws, rules or regulations adopted by an association; or

20 (b) the procedures used for increasing, decreasing or imposing
21 additional assessments upon residential property, may be
22 commenced in any court in this state unless the action has been
23 submitted to mediation or arbitration pursuant to the provisions
24 of NRS 38.300 to 38.360, inclusive, and, if the civil action
25 concerns real estate within a planned community subject to the
26 provisions of Chapter 116 of NRS all administrative
27 procedures specified in any covenants, conditions or
28 restrictions applicable to the property in any bylaws, rules and
regulations of an association have been exhausted.

2. **A court shall dismiss any civil action which is commenced
in violation of the provisions of Subsection 1.**

Id. (emphasis added).

1 NRS 38.310 “[e]xpresses Nevada’s public policy favoring arbitration of disputes
2 involving the interpretation of CC&Rs.” *Hamm v. Arrowcreek Homeowners’ Ass’n*, 124 Nev.
3 28, 183 P.3d 895, 902 (2008). In *Hamm v. Arrowcreek Homeowners’ Ass’n*, 124 Nev. 290, 183
4 P.3d 895 (2008), the plaintiff homeowners owned a vacant lot against which the association
5 recorded an assessment lien. *Id.* 124 Nev. 294, 138 P.3d at 899. Plaintiff filed an action in
6 district court alleging slander of title and breach of contract, seeking, among other things, a
7 declaratory judgment and permanent injunction eliminating any assessments against his lot and a
8 release of lien. *Id.* The district court dismissed the complaint under NRCP 12(b)(5), holding
9 that pursuant to NRS 38.310, the plaintiffs were required to submit their complaint to NRED
10 ADR prior to seeking relief in district court. *Id.* The Nevada Supreme Court affirmed, finding
11 that the homeowners’ claims constituted a “civil action” as defined under NRS 38.310 because it
12 related to the interpretation, application or enforcement of the association’s governing
13 documents.

14 In October 2013, the Nevada Supreme Court reaffirmed its holding in *Hamm* that actions
15 relating to the interpretation, application, or enforcement of a homeowners association’s CC&Rs
16 must be submitted to NRED prior to being brought in district court. *McKnight Fam., L.L.P. v.*
17 *Adept Mgmt.*, 310 P.3d 555, at 559 (Nev. 2013). In analyzing the various claims subject to
18 dismissal under NRS 38.310, the Nevada Supreme Court held the following:

19 [T]o determine whether an individual violated any conditions or
20 failed to perform any duties required under an association’s
21 CC&Rs, a court must interpret the CC&Rs to determine their
applicability and enforceability regarding the individual. This type
of interpretation falls under NRS 38.310.

22 *Id.*

23 The Supreme Court was clear that any cause of action which required an analysis of
24 whether an individual violated or failed to perform a duty under the CC&Rs would require an
25 interpretation of the CC&Rs thus making dismissal mandatory under NRS 38.310. In *McKnight*,
26 the Supreme Court dismissed claims for injunctive relief, negligence, breach of contract, breach
27 of NAC 116, breach of NRS 116 claims, slander of title and wrongful foreclosure. *Id.*

28 In essence, each of Tobin’s causes of action amount to various claims of wrongful

1 foreclosure. The Nevada Supreme Court has made it clear that wrongful foreclosure claims are
2 subject to dismissal under NRS 38.310 if they are not first mediated or arbitrated before the
3 NRED. The *McKnight* Court specifically held the following concerning wrongful foreclosure
4 claims:

5 Wrongful foreclosure is a civil action subject to NRS 38.310's
6 requirements because deciding a wrongful foreclosure claim
7 against a homeowners' association involves interpreting covenants,
8 conditions or restrictions applicable to residential property. A
9 wrongful foreclosure claim challenges the authority behind the
10 foreclosure, not the foreclosure act itself.

11 *McKnight*, 310 P.3d 555, at 559.

12 In this case, Tobin's claims clearly falls under the Nevada Supreme Court's ruling in
13 *McKnight* and, therefore, must be dismissed by this Court. Tobin challenges the authority of the
14 Association's foreclosure sale by arguing that the Association failed to provide the requisite
15 notices, that the amounts included in the Association's lien violated Nevada law, and that the
16 "HOA failed to conform to the procedural due process requirements mandated by their
17 Governing Documents, their HOA Rules and Regulations, and their Resolution Establishing the
18 Governing Documents Enforcement Policy and Process." See Cross-Claim ¶¶ 71 (pg 14), 67.
19 Indeed, a review of the Cross-Claim reveals that Tobin directly cited to the Association's
20 governing documents (See Cross-Claim paragraphs 67, 68, 69, 72, 74 (erroneously numbered
21 63), 75(erroneously numbered 64), 81 (erroneously numbered 69)), as well as NRS 38.310, as
22 evidence of the Association's alleged fraudulent concealment. See Cross-Claim ¶ 89 (pg. 17).
23 Necessarily any and all such claims support dismissal of this civil action under NRS 38.310.

24 Moreover, if a party challenged the "the validity or amount of an association's lien,
25 [like Tobin has in this case] such disputes necessarily involve resort to or interpretation of the
26 association's CC&Rs or other governing documents, which triggers NRS 38.310(1) and requires
27 NRED mediation or arbitration prior to civil litigation." 5S. *Highlands Community Ass'n v.*
28 *Eighth Judicial Dist. Court of State ex rel. County of Clark*, 2014 WL 5840129, at *4 (slip op.)

1 (Nev. 2014)¹ (citing *Hamm v. Arrowcreek Homeowners' Ass'n*, 124 Nev. 290, 296, 183 P.3d 895,
2 900 (2008)).

3 As such, although there is no question that each of these claims as pled would be subject
4 to dismissal pursuant to NRCP 12(b)(6)² and NRCP 13(g)(improper cross-claim), NRS 38.310 is
5 a jurisdictional statute. Under Nevada law, subject matter jurisdiction is the power of a court to
6 hear and determine a particular type of controversy. *See Azbarea v. City of N. Las Vegas*, 590
7 P.2d 161, 162 (1979). NRS 38.310 is jurisdictional because it strips courts that are subject to it
8 of any power to hear and determine cases. *See* NRS 38.310(2) ("A court **shall dismiss** any civil
9 action which is commenced in violation of the provisions of Subsection 1") (emphasis added).
10 By using the operative phrase "shall dismiss," the statute removes any discretion regarding
11 dismissal.

12 Accordingly, a court subject to NRS 38.310 can do only one thing, dismiss the action.
13 *See Hamm v. Arrowcreek Homeowners' Ass'n*, 183 P.3d 895 (Nev. 2008); *see also Washoe Med.*
14 *Ctr. v. Second Judicial Dist. Court of State of Nev. ex rel. County of Washoe*, 148 P.3d 790, 793
15 (Nev. 2006). This mandated outcome makes NRS 38.310 jurisdictional. *Cf. Steel Co. v. Citizens*
16 *for a Better Env't*, 523 U.S. 83, 94 (1988) (when jurisdiction is lacking, "the *only* function
17 remaining to the court is that of announcing the fact and dismissing the case.") (emphasis added).
18 Therefore, the Association requests that this entire civil action be dismissed pursuant to NRS
19 38.310.

20 ...

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23 ¹ The Nevada Supreme Court has recently published an Administrative Petition titled, "IN THE
24 MATTER OF AMENDMENT TO NEVADA RULE OF APPELLATE PROCEDURE 36 AND
25 REPEAL OF SUPREME COURT RULE 123 TO ALLOW CITATION TO UNPUBLISHED
26 DISPOSITIONS." If approved, the amendments would allow citation of unpublished
27 dispositions but specify that such dispositions do not establish mandatory precedent. As such,
28 the *Southern Highlands* case is not being cited to as precedent but merely as an informational
source that the court may review.

² *See e.g.*, Tobin's fraud claim is not pled with particularity as required pursuant to NRCP 9;
Tobin's is not a party to the contact she seeks to enforce; Tobin is not entitled to an award of
punitive damages pursuant to NRS 116, and; Tobin never paid monies to the Association and,
thus, has never conferred a benefit upon the Association. *See generally* Cross-Claim.

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III. CONCLUSION

For the foregoing reasons, the Court should grant the Association's Motion in its entirety.

DATED this 23rd day of February, 2017.

LEACH JOHNSON SONG & GRUCHOW

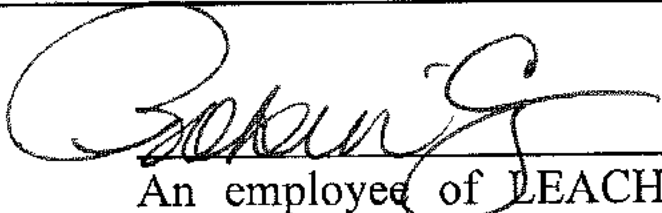


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Nevada Bar No. 7259
Ryan W. Reed
Nevada Bar No. 11695
8945 West Russell Road, Suite 300
Las Vegas, Nevada 89148
*Attorneys for Cross-Defendant Sun City Anthem
Community Association*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), the undersigned, an employee of LEACH JOHNSON SONG & GRUCHOW, hereby certified that on the 23rd day of February, 2017, she caused to be served via the electronic filing system (if the intended recipients are registered users) a true and correct copy of the foregoing, **SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION TO DISMISS CROSS-CLAIMANT NONA TOBIN, AN INDIVIDUAL AND TRUSTEE OF THE GORDON B. HANSEN TRUST'S CROSS-CLAIM** addressed as follows:

Hong & Hong, APLC		
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	Joseph Y. Hong, Esq.	yosuphonglaw@gmail.com
Pro Se		
	Contact	Email
	Nona Tobin	nonatobin@gmail.com
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CLERK OF THE COURT

MDSM

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Attorneys for Cross-Defendant
Sun City Anthem Community Association

DISTRICT COURT

CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES, as
trustee for the JIMI JACK IRREVOCABLE TRUST,

CASE NO.: A-15-720032-C

Plaintiffs,

Dept. XXXI

vs.

BANK OF AMERICA, N.A.; SUN CITY ANTHEM
COMMUNITY ASSOCIATION.; DOES I through
X and ROES BUSINESS ENTITIES 1 through 10,
inclusive,

**CROSS-DEFENDANT SUN CITY
ANTHEM COMMUNITY
ASSOCIATION'S MOTION TO DISMISS
NONA TOBIN'S CROSS-CLAIMS**

Defendants.

**Hearing: March 28, 2017
Time: 9:30 a.m.**

NONA TOBIN, an individual and Trustee of the
GORDON B. HANSEN TRUST, dated 8/22/25,

Counter-Claimant,

vs.

JOEL A. STOKES and SANDRA F. STOKES, as
trustee for the JIMI JACK IRREVOCABLE TRUST,

Counter-Defendant.

NONA TOBIN, an individual and Trustee of the
GORDON B. HANSEN TRUST, dated 8/22/25,

Cross-Claimant,

vs.

SUN CITY ANTHEM COMMUNITY
ASSOCIATION, INC., DOES 1-10, and ROE
CORPORATIONS 1-10, inclusive,

Cross-Defendant.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
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Cross-Defendant Sun City Anthem Community Association ("Sun City Anthem" or HOA"), by and through its counsel of record LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C., hereby submits its Motion to Dismiss Nina Tobin, an individual and Trustee of the Gordon B. Hansen Trust's Cross-Claims pursuant to NRCP 41.

This Motion is based upon the Memorandum of Points and Authorities, exhibits attached hereto, the pleadings and papers on file, and any oral argument that may be presented in this matter.

DATED this 22nd day March, 2017.

LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

By: David T. Ochoa
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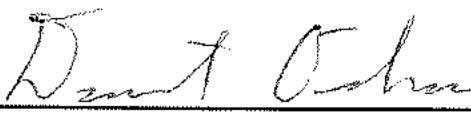
NOTICE OF MOTION

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that counsel for Sun City Anthem Community Association will bring the foregoing Motion on for hearing before the above-entitled Court, on the 27 day of APRIL, 2017, at the hour of 9:30A .m. in Department 31, of the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada, or as soon thereafter as counsel may be heard.

DATED this 22nd day March, 2017.

LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

By: 
Kaleb D. Anderson, Esq. (Bar No. 7582)
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Las Vegas, NV 89148

Attorneys for Sun City Anthem Community Association

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction

This case arises from the Association's foreclosure of a delinquent assessment lien against the property located at 2763 White Sage Drive, Henderson, Nevada, 89052 (the "property"). Based upon review of the real property records, Opportunity Homes, LLC, was the successful bidder at the foreclosure sale that occurred August 15, 2014 as evidenced by a Foreclosure Deed recorded as Instrument No. 20140822-0002548. On June 4, 2015, opportunity Homes LLC executed a quitclaim deed in favor of F. Bondurant, LLC, as evidenced by a Quitclaim Deed recorded as Instrument No. 2015609-0001537. On June 8, 2015, F Bondurant, LLC, executed a Quitclaim Deed in favor of Joel A. Stokes and Sandra F. Stokes, as evidenced by a Quitclaim Deed recorded as Instrument No. 2015609-0001545.

On November 15, 2016, Claimant Nona Tobin ("Tobin"), an individual and Trustee of the Gordon B. Hansen Trust (the "Trust") filed a motion to Intervene in the case. That Motion was granted with an Order entered on January 11, 2017. The subject of that motion was essentially the standing of the Trust, and the ability to intervene under NRCP 24.

On January 31, 2017, Tobin, again as an individual and Trustee of Trust, filed a Cross-Claim against the Association in which Tobin asserted, in essence, that the Association wrongfully foreclosed upon the Property. Tobin as an individual had no prior interest in the property, and has no interest in the property now, other than as a beneficiary of the Trust. Tobin is fifty percent beneficiary of the Trust, and Steve Hansen is beneficiary of the remaining fifty percent. (See declaration of Steve Hansen attached as Exhibit 1). As there is no practical way to sever the beneficiaries' interest in the trust's asset (the property) during litigation, Tobin is therefore also representing Steve Hansen's interest in the property. As Tobin is representing interest other than her own, she is not appearing on her own behalf as allowed by SCR 44. As the claims brought by Tobin admittedly include the interest of Steve Hansen, they must be

1 dismissed as filed by a non-attorney.

2 **II. Argument**

3
4 As a non-attorney, Nona Tobin cannot represent a Trust with multiple
5 beneficiaries, even if she is trustee and a beneficiary herself. Under NRS 7.285, a
6 person shall not practice law if they are not an active member of the State Bar of
7 Nevada.¹ Under the statute, punishment for the unauthorized practice of law can range
8 from a misdemeanor to a felony, as well as subject the offender to civil action by the
9 State Bar of Nevada. Under Supreme Court Rule 44 (“SCR 44”) a non-attorney may
10 appear on their own behalf. The specific question here, is how the non-attorney
11 exception applies to Tobin’s status as Trustee and Beneficiary.

12
13 In Salman v. Newell, 110 Nev. 1333, 1336, 885 P.2d 607, 608 (1994), the
14 Nevada Supreme Court found that despite self-representation and SCR 44, “no rule or
15 statute permits a person to represent any other person, a company, a **trust**, or any
16 other entity in the district courts or in this court.” (emphasis added). The Nevada
17 Supreme Court held to this position in Guerin vs. Guerin (2000) stating “[a] proper
18 person, however, is not permitted to represent an entity such as a trust. See Sunde v.
19 Contel of California, 112 Nev. 541, 915 P.2d 298 (1996); Salman v. Newell, 110 Nev.
20 1333, 885 P.2d 607 (1994). As we stated previously in Salman, a trust must be
21 represented by a licensed attorney in Nevada state courts.” Guerin v. Guerin, 116 Nev.
22 210, 214, 993 P.2d 1256, 1258 (2000). Guerin v. Guerin is still the law in Nevada, and
23 therefore an attorney must represent a trust, not a trustee or beneficiary.

24
25 Federal authority supports a similar rule that trusts must be represented by an
26 attorney. See C.E. Pope Equity Trust v. United States, 818 F.2d 696, 697–98 (9th
27

28 ¹ See also SCR 77 (membership in the state bar required).

1 Cir.1987). In C.E. Pope Equity Trust v. United States, the 9th Circuit Court of Appeals
2 hinted (without actually ruling) that there may be an exception where a beneficial
3 interest in the claims can be proven. *Id.* Federal District Courts in California went on to
4 interpret the language in C.E. Pope Equity Trust v. United States, to find an exception
5 “where the trustee is the sole beneficiary of trust.” HSBC Bank USA v. Mohanna, No.
6 15-CV-02130-WHO, 2015 WL 4776236, at *5 (N.D. Cal. Aug. 13, 2015), see also
7 Becker v. Wells Fargo Bank, NA, Inc., No. 10-cv-02799, 2012 WL 6005759, at *3-4
8 (E.D.Cal. Nov. 30, 2012). Here, it is clear that Tobin is not the sole beneficiary. Steve
9 Hansen is also a beneficiary in the trust. Under Nevada law an attorney must represent
10 the Trust’s interest here. Even if the court were to consider the California District’s
11 federal exception, the court should still find that whether there are two or twenty
12 beneficiaries, a trustee cannot represent multiple beneficial interests. Nona Tobin
13 cannot represent another party in Nevada Courts. As the beneficial interests are tied
14 and halves of the same whole, she also cannot represent herself or argue that fifty
15 percent of the interest be restored or fifty percent of the sale be undone.

16
17
18 An individual engages in the unauthorized practice of law when he engages in
19 activities customarily performed by licensed attorneys. *In re Discipline of Lerner*, 197
20 P.3d 1067, 1071 (Nev. 2008). Examples of such activities include evaluating legal
21 claims, filing documents, and appearing in court on behalf of someone else. *Id.* The
22 overarching reason for requiring that only lawyers engage in the practice of law is to
23 “ensure that the public is served by those who have demonstrated training and
24 competence and who are subject to regulation and discipline.” *Id.* at 1071.

25
26 **III. Conclusion**

27 As demonstrated herein, Nona Tobin as a non-attorney cannot represent the
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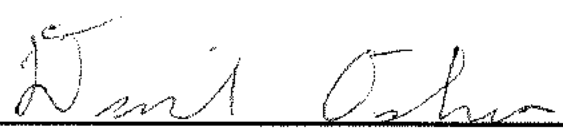
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Trust in this case. Nevada has not adopted an exception for pro se trustees to represent a trust. Other jurisdictions have adopted an exception only where the trustee is the sole beneficiary, which is not the case here. Based on the foregoing, Sun City Anthem hereby requests:

1. An Order that the Trust needs to be represented by counsel;
2. That Nona Tobin's claims in this case be dismissed and her filings be stricken; and
3. Any other relief.

DATED this 22nd day March, 2017.

LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

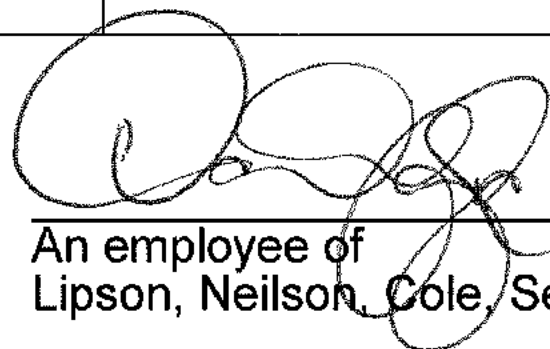
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9900 Covington Cross Dr., Suite 120
Las Vegas, NV 89148

Attorneys for Sun City Anthem Community Association

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and Administrative Order 14-2, on the 22nd day of March, 2017, I electronically transmitted the foregoing **SUN CITY ANTHEM'S MOTION TO DISMISS NONA TOBIN'S CROSS-CLAIMS** to the Clerk's Office using the Odyssey E-File & Serve system for filing and transmittal to the following Odyssey E-File & Serve registrants addressed to:

<p>HONG & HONG Joseph Y. Hong <u>yosuphonglaw@gmail.com</u> 702-870-1777</p> <p><i>Attorney for Plaintiff JimiJack Irrevocable Trust, Sandra & Joel Stokes</i></p>	<p>Nona Tobin <i>Pro se</i> <u>nonatobin@gmail.com</u></p>
<p>THE MEDRALA LAW FIRM PLLC Jakub P. Medrala Shuchi Patel <u>jmedrala@medralaw.com</u></p> <p><i>Attorneys for Thomas Lucas & Opportunity Homes, LLC</i></p>	<p>WRIGHT FINLAY ZAK Jason Craig Michael Kelley <u>jcraig@wrightlegal.net</u> 702-475-7964</p> <p><i>Attorneys for Bank of America, NA</i></p> <p>Edgar C. Smith <u>esmith@wrightfinlay.net</u></p> <p><i>Attorney for Nationstar Mortgage, LLC</i></p>



An employee of
Lipson, Neilson, Cole, Seltzer & Garin, P.C.

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Exhibit A

State of California

County of Kern

Declaration of Steve Hansen

I, Steve Hansen, was listed as a co-applicant on a July 29, 2016, Motion to Intervene on case A730078, Nationstar Mortgage Co. v. Opportunity Homes, LLC which was subsequently combined with case A720032, Jimjack v. Bank of America and Sun City Anthem Community Association, LLC.

I am writing this declaration to inform the court that I have been notified by Nona Tobin, that on September 29, 2016, our Motion to Intervene on the two existing lawsuits with conflicting claims to the title to my late father's house was denied. I was told the motion was denied, in part, because I was listed as a party, but I was not present. I also understand that Nona submitted an affidavit with only her signature which raised questions my intentions as an absent pro se litigant.

I don't have the time or money to work on this. My name was only on the Motion to Intervene because Nona Tobin, Successor Trustee of the Gordon B. Hansen Trust and Executor of his Estate, thought I should be named since we are both 50% beneficiaries of the Gordon B. Hansen Trust which owned my dad's house when the HOA foreclosed on it after he died.

From my perspective, my name doesn't need to be on the lawsuit. Nona has always taken care of everything for my dad's estate, just like she took care of him before he died.

I don't have any information about the details of the case. I just understand that she is trying to get my dad's house back because she believes that what the banks and the HOA did was beyond unfair to the point of being actually criminal.

I will support her in whatever she wants to do about it, but I will not be able to come to court personally to help so I'm fine with my name being taken off the case. I live in Tehachapi, California, at least a four-hour drive away. I have an hour commute each way to a full-time job. I have family issues, including a wife with some health problems, that take all my energy so I don't want to spend my limited remaining time on this. I work full-time, but it is still

impossible for me or contribute financially or to take any time off of work. I'm fine with Nona doing it if that's how she wants to spend her time.

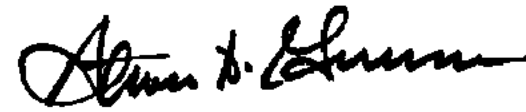
Nona has always kept me informed of what she was doing related to my dad's affairs. There has never been any question. I know I can trust her to do the right thing and treat both of us beneficiaries even-handedly as the Executor of my dad's estate and as the Trustee of his Trust.

Per NRS 53.045, this unsworn declaration is being submitted in lieu of a sworn affidavit. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 2nd day of October, 2016



Steve Hansen
21417 Quail Springs Rd.
Tehachapi, CA
(661) 513-6616



CLERK OF THE COURT

1 DISI
NONA TOBIN, Trustee
2 Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
3 Henderson NV 89052
Phone: (702) 465-2199
4 nonatobin@gmail.com
Defendant-in-Intervention/Cross-Claimant,
5 In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

7 JOEL A. STOKES and SANDRA F. STOKES,
8 as trustees of the JIMI JACK IRREVOCABLE
TRUST,

9 Plaintiffs,

10 vs.

11 BANK OF AMERICA, N.A.; SUN CITY
12 ANTHEM COMMUNITY ASSOCIATION,
INC.; DOES 1 through X and ROE
13 BUSINESS ENTITIES 1 through 10, inclusive,

14 Defendants.

15 NATIONSTAR MORTGAGE, LLC,

16 Counter-Claimant,

17 Vs.

18 JIMI JACK IRREVOCABLE TRUST;
19 OPPORTUNITY HOMES, LLC, a Nevada
limited liability company; F. BONDURANT,
20 LLC, a Nevada limited liability company;
DOES I through X, inclusive; and ROE
21 CORPORATIONS XI THROUGH XX,
inclusive,

22 Counter-Defendants

23
24 NONA TOBIN, an individual, Trustee of the

Case No.: A-15-720032-C

Dept. No.: XXXI

DISCLAIMER OF INTEREST

1 GORDON B. HANSEN TRUST, dated
8/22/08

2 Cross-Claimant,

3 vs.

4 SUN CITY ANTHEM COMMUNITY
5 ASSOCIATION, INC., DOES 1-10, and ROE
6 CORPORATIONS 1-10, inclusive,

7 Cross-Defendants.
8

9 PLEASE TAKE NOTICE that Steve Hansen does not hold any interest in
10 real property commonly known as 2763 White Sage Drive, Henderson, NV 89052, APN 191-
11 13-811-052 ("the Property"); therefore, he disclaims any interest in the Property.

12 Exhibit 1 includes the declaration of Steve Hansen. Per NRS 53.045, this
13 unsworn declaration is being submitted in lieu of a sworn affidavit as it is a declaration made
14 under penalty of perjury under the law of the State of Nevada.

15 Dated this 28th day of March, 2017.



16 NONA TOBIN, Trustee
17 Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
18 Henderson NV 89052
Phone: (702) 465-2199
nonatobin@gmail.com
19 *Defendant-in-Intervention, Cross-Claimant*
20 *In Proper Person*

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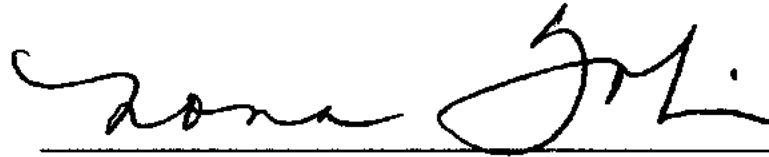
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CERTIFICATE OF SERVICE

I, Nona Tobin, hereby certify that on this 28th day of March, 2017, I served copies of the foregoing Disclaimer of Interest on all parties in the Wiznet electronic service notification system.



Nona Tobin, Defendant-in-Intervention,
Cross-Claimant, In Proper Person

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EXHIBIT 1

EXHIBIT 1

State of California

County of Kern

Declaration of Steve Hansen

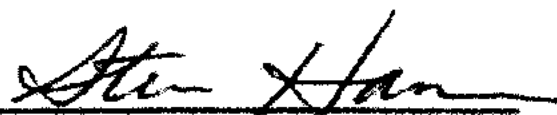
My full name is Steven Eric Hansen. I am the son of the late Gordon B. Hansen, Trustor of the Gordon B. Hansen Trust, dated August 22, 2008, as amended once on August 10, 2011.

The Gordon B. Hansen Trust was the owner of a residence at 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, from August 27, 2008, and when my father died on January 14, 2012, and when there was a foreclosure sale on August 15, 2014.

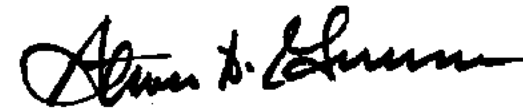
I declare that I have no interest in this White Sage property and no responsibility for any debts or expenses related to it. Further, I no longer claim any interest in, nor expect any benefit from, the Gordon B. Hansen Trust as all assets due to me have already been distributed and received by me.

Per NRS 53.045, this unsworn declaration is being submitted in lieu of a sworn affidavit. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 27th day of March, 2017



Steve Hansen
21417 Quail Springs Rd.
Tehachapi, CA 93561
(661) 513-6616



CLERK OF THE COURT

1 **OMD**
NONA TOBIN, Trustee
2 Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
3 Henderson NV 89052
Phone: (702) 465-2199
4 nonatobin@gmail.com
Defendant-in-Intervention/Cross-Claimant,
5 *In Proper Person*

6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

7
8 **JOEL A. STOKES and SANDRA F. STOKES,**
as trustees of the **JIMJACK IRREVOCABLE**
9 **TRUST,**

10 **Plaintiffs,**

11 **vs.**

12 **BANK OF AMERICA, N.A.; SUN CITY**
ANTHEM COMMUNITY ASSOCIATION,
13 **INC.; DOES 1 through X and ROE**
BUSINESS ENTITIES 1 through 10, inclusive,

14 **Defendants.**

15
16 **NATIONSTAR MORTGAGE, LLC,**

17 **Counter-Claimant.**

18 **Vs.**

19 **JIMJACK IRREVOCABLE TRUST;**
OPPORTUNITY HOMES, LLC, a Nevada
20 **limited liability company; F. BONDURANT,**
LLC, a Nevada limited liability company;
21 **DOES 1 through X, inclusive; and ROE**
CORPORATIONS XI THROUGH XX,
22 **inclusive.**

23 **Counter-Defendants**
24

Case No.: A-15-720032-C

Dept. No.: XXXI

OPPOSITION TO SUN CITY ANTHEM
COMMUNITY ASSOCIATION'S MOTION
TO DISMISS

1 NONA TOBIN, an individual, Trustee of the
2 GORDON B. HANSEN TRUST, dated
3 8/22/08

4 Cross-Claimant.

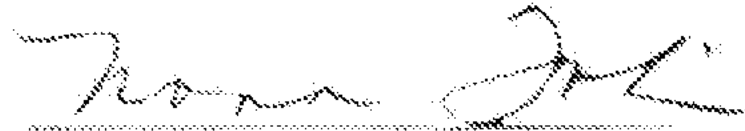
5 vs.

6 SUN CITY ANTHEM COMMUNITY
7 ASSOCIATION, INC., DOES 1-10, and ROE
8 CORPORATIONS 1-10, inclusive.

9 Cross-Defendants.

10 COMES NOW, NONA TOBIN (*Cross Claimant*), in proper person, and hereby
11 submits the attached Opposition to Sun City Anthem Community Association's (Herein "SCA")
12 Motion to Dismiss. This opposition and counter-motion is submitted based on the attached
13 Memorandum of Points and Authorities, all papers and pleadings on file herein, and oral
14 arguments the court may hear.

15 Dated this 4th day of April, 2017.

16 

17 NONA TOBIN, Trustee
18 Gordon B. Hansen Trust, Dated 8/22/08
19 2664 Olivia Heights Avenue
20 Henderson NV 89052
21 Phone: (702) 465-2199
22 nonatobin@gmail.com
23 *Defendant-in-Intervention, Cross-Claimant*
24 *In Proper Person*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **L.**

3 **INTRODUCTION**

4 In a subsequent, and albeit, misguided effort to attack Cross-claimant Nona Tobin's
5 standing, SCA has filed a second motion to dismiss. On November 15, 2016, Cross-claimant
6 Nona Tobin, as Trustee of the Gordon B. Hansen Trust, filed a motion to Intervene in the current
7 case. Throughout the briefing of that motion and up through the hearing, the issue of Tobin's
8 standing was considered by the Court, and Tobin's standing was accepted, and her motion to
9 intervene was granted with an Order entered on January 11, 2017. At no time did any party,
10 including SCA, challenge the ruling or submit a motion for reconsideration. Now, after nearly
11 three months have passed, and in the form of a second motion to dismiss, and without responding
12 to Tobin's January 31, 2017 Cross-Claim on its merits, SCA is asking the court to re-litigate the
13 already-settled issue of Tobin's standing.

14 Notwithstanding, the arguments set forth in SCA's motion to dismiss are effectively
15 *moot*, since Steven Hansen, as co-beneficiary, has subsequently executed a Disclaimer of Non-
16 Interest in the subject property, and the subject property has been quit claimed to Nona Tobin,
17 individually, and is therefore no longer an asset of the Gordon B. Hansen Trust.

18 Tobin's opposition to the SCA motion to dismiss is based on the following points:

- 19 1) Doctrine of Res Judicata -- order regarding Tobin's and the Trust's standing and entry into the
20 case was entered on January 11, 2017.
- 21 2) SCA's untimely filing of its second motion to dismiss (March 22, 2017) in response to
22 Tobin's January 31, 2017 Cross-Claim to which SCA has never replied nor answered on its
23 merits.
- 24 3) SCA's failure to conform to the NRCP rule 59(e) time limits applicable as this motion to

1 dismiss is essentially an attempt to have the judgment on Tobin's standing as a Defendant-in-
2 Intervention reconsidered and altered.

3 4) Tobin's interest in the property coincides in totality with the interests of the Trust as she is
4 the sole remaining member, beneficiary and trustee.

5 5) Tobin has not violated any rule or order of the court and is not engaged in the unauthorized
6 practice of law.

7 6) Any claim that Tobin is engaging in the unauthorized practice of law is moot.

8 7) SCA cannot be dismissed as it is a necessary party under NRCP 19(A)(1) as the fatally-
9 flawed HOA sale was conducted under its statutory authority, and to grant equitable relief
10 and quiet title to Tobin is contingent upon voiding of the HOA sale.¹

11 II.

12 LEGAL STANDARD

13
14 SCA submitted its motion pursuant to NRCP Rule 41(b):

15 **Section (b) Involuntary Dismissal: Effect Thereof.” (b) Involuntary**
16 **Dismissal: Effect Thereof.** *For failure of the plaintiff to comply with these rules*
17 *or any order of court, a defendant may move for dismissal of an action or of any*
18 *claim against the defendant. Unless the court in its order for dismissal otherwise*
specifies, a dismissal under this subdivision and any dismissal not provided for in
this rule, other than a dismissal for lack of jurisdiction, for improper venue, or for
failure to join a party under Rule 19, operates as an adjudication upon the merits.

19 NRCP Rule 12(b)(5) provides that the defendant may move for a dismissal on the ground
20 that upon the facts and the law the plaintiff has failed to prove a sufficient case for the court or
21 jury. In ruling on a 12(b)(5) motion a court must accept the plaintiff's evidence as true, draw all
22 permissible inferences in favor of the plaintiff and not pass on the credibility of the witness nor

23
24 ¹ This Opposition does not address Natkeistar's claims against the title as they will be addressed by Tobin
when, and if, the HOA sale is voided.

1 weigh the evidence. *268 Limited v. Sanson*, 97 Nev. 173, 625 P.2d 1173 (1981); *Hayas v. Carter*,
2 85 Nev. 132, 451 P.2d 711 (1969). To defeat a 12(b)(5) motion, the plaintiff must have presented
3 a *prima facie* case upon which the trier of fact can grant relief. *Griffin v. Rockwell International*,
4 *Inc.*, 96 Nev. 910, 620 P.2d 862 (1980).

5 Nevada Rule of Civil Procedure 8(a)(2) requires only "a short and plain statement of the
6 claim showing that the pleader is entitled to relief" in order to "give the defendant fair notice of
7 what the . . . claim is and the grounds upon which it rests." *Conley v. Gibson*, 355 U.S. 41, 47
8 (1957). NRCP 12(b)(5) mandates that a court dismiss a cause of action that fails to state a claim
9 upon which relief can be granted. A motion to dismiss under Rule 12(b)(5) tests the complaint's
10 sufficiency. *See N. Star Int'l v. Ariz. Corp. Comm'n*, 720 F.2d 578, 581 (9th Cir. 1983). When
11 considering a motion to dismiss under Rule 12(b)(5) for failure to state a claim, dismissal is
12 appropriate only when the complaint does not give the defendant fair notice of a legally
13 cognizable claim and the grounds on which it rests. *See Bell Atl. Corp. v. Twombly*, 550 U.S.
14 544, 555 (2007).

15 In considering whether the complaint is sufficient to state a claim, the court will take all
16 material allegations as true and construe them in the light most favorable to the plaintiff. *See NL*
17 *Indus., Inc. v. Kaplan*, 792 F.2d 896, 898 (9th Cir. 1986). The court, however, is not required to
18 accept as true allegations that are merely conclusory, unwarranted deductions of fact, or
19 unreasonable inferences. *See Sprewell v. Golden State Warriors*, 266 F.3d 979, 988 (9th Cir.
20 2001).

21 A formulaic recitation of a cause of action with conclusory allegations is not sufficient; a
22 plaintiff must plead facts pertaining to his own case making a violation "plausible," not just
23 "possible." *Ashcroft v. Iqbal*, 556 U.S. 662, 677-79 (2009) (citing *Twombly*, 550 U.S. at 556)

1 ("A claim has facial plausibility when the plaintiff pleads factual content that allows the court to
2 draw the reasonable inference that the defendant is liable for the misconduct alleged."). That is,
3 under the modern interpretation of Rule 8(a), a plaintiff must not only specify or imply a
4 cognizable legal theory (*Conley* review), but also must allege the facts of his case so that the
5 court can determine whether the plaintiff has any basis for relief under the legal theory he has
6 specified or implied, assuming the facts are as he alleges (*Twombly-Iqbal* review). Put
7 differently, *Conley* only required a plaintiff to identify a major premise (a legal theory) and
8 conclude liability therefrom, but *Twombly-Iqbal* requires a plaintiff additionally to allege minor
9 premises (facts of the plaintiff's case) such that the syllogism showing liability is logically
10 complete and that liability necessarily, not only possibly, follows (assuming the allegations are
11 true). "Generally, a district court may not consider any material beyond the pleadings in ruling
12 on a Rule 12(b)(6) motion. However, material which is properly submitted as part of the
13 complaint may be considered on a motion to dismiss." *Hai Roach Studios, Inc. v. Richard Feiner*
14 *& Co.*, 896 F.2d 1542, 1555 n.19 (9th Cir. 1990) (citation omitted).

15 III.

16 ARGUMENT

17 A. SCA'S ARGUMENTS WITH RESPECT TO NRCP 41 ARE 18 INAPPLICABLE TO THIS CASE

19 *NRCP 41(b)* addresses involuntary dismissals for failure of a plaintiff to comply with the
20 rules of court. SCA's motion to dismiss alleges that Tobin has violated NRS 7.285 and is
21 engaged in the unauthorized practice of law.

22 This interpretation is not borne out by the cases cited in its motion as virtually all of them
23 have parties who are categorically different from Tobin and who are unethical or incompetent.
24

1 The cases SCA relied on to claim that a Pro Se representing a Trust was the unauthorized
2 practice of law are not on point and/or cite appellate court rules rather than the 8th district.

3 1. C.E. Pope Equity Trust, 818 F. 2nd 696, states in the decision that "The specific question
4 raised by the claim to the right of self-representation is whether one seeking to represent himself
5 pro se is a person who by substantive law has the right sought to be enforced."

6 Although SCA's motion on page 6 did concede "there may be an exception where a
7 beneficial interest in the claims can be proven.", the C. E. Pope case involved Pro Se claiming to
8 be a real party in interest, but who was not actually the trustee and had no beneficial interest in the
9 Trust and claimed to be a Trust representing a Trust. The court noted that: "Stradley appeared, not
10 on his own behalf, but rather as trustee of the American Constitutional and Civil Rights Union,
11 which itself is alleged to be the trustee of the Trusts bringing the complaints. Stradley is two steps
12 removed from the real parties in interest."

13 2. In Salman v. Newell 110 Nev. 1333, 1336, 885 P2nd 607, 608, (1994), the Pro Se claimed
14 to represent two sham unlicensed or registered corporations, and when the court ruled that the
15 corporations could not appear in Proper person, the Pro Se attempted to appeal to the Nevada
16 Supreme Court by pretending the Tuesday Company and Wednesday Company were actually
17 Trusts and by bizarrely claiming that NRS 7,285 was not actually a law.

18 The Court noted that the "The public interest... requires that in the securing of
19 professional advice and assistance upon matters affecting one's legal rights one must have
20 assurance of competence and integrity... in the definition and assertion of the rights in question."

21 There is nothing in the instant case that even remotely suggests that Tobin's actions are
22 contrary to the "public interest".

1 3. In *Re Discipline of Lerner*, 197 P. 3d 1067 (Nev. 2008), the case involved issuing a public
2 letter of reprimand to an attorney for violating Nevada Rules of Professional Conduct for
3 assisting in the unauthorized practice of law by allowing an Arizona attorney in his employ to
4 practice law in Nevada without a license.

5 4. *Guerin v Guerin* 993 P. 2nd 1256 (2000), involved a Pro Se attempting to appeal a
6 contempt of court and fugitive disenfranchisement order on behalf of the Trust of the fugitive ex-wife
7 and her new husband after that Trust had received marital property in outrageous disregard of the
8 court orders in her divorce.

9 5. Even in the extreme case of the ethically-challenged Pro Se in this SCA-cited *Guerin v.*
10 *Guerin* case, the court noted that "(Although... (*ex-wife and new husband*)... were not granted
11 leave to file papers in proper person, see NRAP 46(b), we have considered the proper person
12 documents received by them."

13 This decision indicates that in that appeal the proper person filings on behalf of a Trust
14 were considered by the court, despite a specific rule against it. NRAP 46b (Now 46A: Appearing
15 Without Counsel) is in Nevada Rules of Appellate Procedures which limits Proper Person
16 appearance in appellate court: "A corporation or other entity may not appear without Counsel."

17 In the Rules of Practice for the Eighth District Court, rule 7.42, applicable to Tobin in the
18 instant case, is less restrictive and does not include the phrase "or other entities". It states:

19 7.42 (b) A corporation may not appear in proper person.

20 Consequently, the Rule 41 on which SCA's motion was submitted, does not apply in this
21 case since Tobin has complied with all the rules. Further, the issue of Tobin's standing has
22 already fully adjudicated by this Court in Tobin's motion to intervene, all applicable briefing, and
23 the Court's entry of the Order granting Tobin's motion to intervene on January 11, 2017. By their
24

1 own admission on page 4, lines 13-15, SCA admits: "On Nov. 15, 2016, Nona Tobin an
2 individual and trustee of the GBH Trust filed a motion to intervene in the case. The Motion was
3 granted with an order entered on Jan. 11, 2017." See SCA's Motion to Dismiss, pg. 4:13-15.

4 SCA's motion should be denied under the Doctrine of Res Judicata. SCA is attempting to
5 re-litigate an issue that was already adjudicated by this Court months ago. Indeed, SCA's instant
6 motion is, in actuality, a motion to reconsider the order granting Tobin's motion to intervene,
7 being cloaked as a "motion to dismiss." Such a motion practice is inherently inequitable and
8 prejudicial since the NRCPT Rule 59(e) motion for reconsideration carries a strict, jurisdictional
9 10-day filing deadline (i.e., a motion to reconsider must be filed no later than 10 days after the
10 notice of entry of order), and that deadline has long passed.²

11 **B. THE COURT HAD DISCRETION IN PIERCING A CORPORATE VEIL WHEN**
12 **FACTS SHOW THE CORPORATE ENTITY IS AN ALTER-EGO**

13 In Nevada, the requirements for applying the alter ego doctrine are set forth in *McClary*
14 *Cattle Co. v. Nowell*, 73 Nev. 279, 282, 317 P.2d 957, 959 (1957): "(1) The corporation must be
15 influenced and governed by the person asserted to be its alter ego, (2) There must be such unity of
16 interest and ownership that one is inseparable from the other; and (3) The facts must be such that
17 adherence to the fiction of separate entity would, under the circumstances, sanction a fraud or
18 promote injustice." Each of the above three elements must be established by a preponderance of
19 the evidence by the party seeking to pierce the corporate veil. See *North Arlington Medical Bldg.*
20 *Inc. v. Sanchez Constr. Co.*, 86 Nev. 515, 471 P.2d 240 (1970); *Baer v. Amos J. Walker, Inc.*, 85
21 Nev. 219, 452 P.2d 916 (1969).

22 In this case, the same principles outlined above may be applied to a Trust entity. Here,
23 Tobin's interests are clearly one and the same with those of the Gordon B. Hansen Trust. As

24 ² The Order granting Tobin's motion to intervene was entered on January 11, 2017, and as such, the deadline
for motions to reconsider that order passed on January 26, 2017.

1 such, Gordon B. Hansen Trust may be construed as being merely as an instrumentality of Tobin's
2 personal interests. This was made evident by means of the October 2, 2016 declaration of Steven
3 Hansen, which was attached as an exhibit to Tobin's motion to intervene, wherein Steven Hansen
4 first pronounced his disclaimer of non-interest in the case.

5 **C. SCA'S MOTION TO DISMISS IS MOOT, AS STEVEN HANSEN HAS**
6 **SUBSEQUENTLY EXECUTED A DISCLAIMER OF NON-INTEREST, AND QUIT-**
7 **CLAIMED HIS INTEREST TO NONA TOBIN EFFECTIVE MARCH 27, 2017**

8 As a final testament to his non-interest in the subject property, Steve Hansen has signed
9 under penalty of perjury a declaration disclaiming all interest in the property and the Trust. See
10 *Disclaimer of Interest, Exhibit A*, attached hereto. Furthermore, the Gordon B. Hansen Trust, by
11 and through its Trustee Nona Tobin, has quit claimed its interest to Nona Tobin, as an individual
12 and sole beneficiary, and thereby transferred the property out of the trust. See *Quit Claim,*
13 *Exhibit B*, attached hereto. Therefore, any further argument that Tobin is engaging in the
14 unauthorized practice of law is *moot*.

15 **D. SCA CANNOT BE DISMISSED BECAUSE IT IS A REQUIRED PARTY**
16 **UNDER NRCP 19(A)(1)**

17 Nevada Rule of Civil Procedure 13(a) states: "[a] pleading must state as a counterclaim
18 any claim that . . . the pleader has against an opposing party if the claim (A) arises out of the
19 transaction or occurrence that is the subject matter of the opposing party's claim; and (B) does
20 not require adding another party over whom the court cannot acquire jurisdiction." Subsection
21 (b) provides that Nevada Rules of Civil Procedure 19 and 20 "govern the addition of a person as
22 a party to a counterclaim . . ." See also, *Fed. R. Civ. P. 13(h)*. Under Nev. R. Civ. P. 19(a), a
23 party must be joined as a "required" party in two circumstances: (1) when "the court cannot
24 accord complete relief among existing parties" in that party's absence, or (2) when the absent
party "claims an interest relating to the subject of the action" and resolving the action in the

1 person's absence may, as a practical matter, "impair or impede the person's ability to protect the
2 interest." or may "leave an existing party subject to a substantial risk of incurring double,
3 multiple, or otherwise inconsistent obligations because of the interest. Nev. R. Civ. P. 19(a)(1).

4 SCA is a necessary party to this action based on the current allegations and relief
5 sought. SCA has a present interest in the property because Cross-claimant alleges that the HOA
6 foreclosure sale is void. See, e.g., *U.S. Bank, N.A. v. Ascent Homeowners Ass'n*, No. 2:15-cv-
7 00302-JAD-VCF, 2015 WL 8780157, at *2 (D. Nev. Dec. 15, 2015). If Cross-claimant succeeds
8 in invalidating the sale, ownership of the property would revert to NONA TOBIN, an Individual,
9 as Trustee Gordon B. Hansen Trust, and SCA's lien, if any, against the property would be
10 restored. Consequently, at this point, SCA is a necessary party to the suit.

11 Accordingly, SCA's motion to dismiss should be denied in its entirety. However, if the
12 court were to dismiss Cross-claimant's causes of action, Cross-claimant respectfully requests the
13 Court grant her leave to amend her complaint and cure any deficiencies, per NRCP 15.

14 CONCLUSION

15 In light of the foregoing, Cross-claimant Nona Tobin respectfully requests this Court deny
16 Sun City Anthem Community Association's motion to dismiss (filed March 22, 2017) in its
17 entirety, as *moot*.

18 Dated this 4th day of April, 2017.

19 /s/ Nona Tobin
20 NONA TOBIN, Trustee
21 Gordon B. Hansen Trust, Dated 8/22/08
22 2664 Olivia Heights Avenue
23 Henderson NV 89052
24 Phone: (702) 465-2199
nonatobin@gmail.com
*Defendant-in-Intervention, Cross-Claimant
In Proper Person.*

1
2 CERTIFICATE OF SERVICE

3 I, NONA TOBIN, hereby certify that on this 4th day of April, 2017, I served the attached
4 OPPOSITION TO SUN CITY ANTHEM COMMUNITY ASSOCIATION'S MOTION TO
5 DISMISS, to all parties via the Court's Wiznet electronic filing and e-mail service system.

6 */s/ Nona Tobin*
7 NONA TOBIN, Cross-claimant
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EXHIBIT A

EXHIBIT A



Inst #: 20170331-0003071

Fees: \$22.00

N/C Fee: \$0.00

03/31/2017 02:07:50 PM

Receipt #: 3047132

Requestor:

NONA TOBIN

Recorded By: MAYSM Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of documents)

APN# 191-13-811-052

(11 digit Assessor's Parcel Number may be obtained at: <http://redrock.co.clark.nv.us/assrealprop/mvwr.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

DISCLAIMER OF INTEREST

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

NONA TOBIN

RETURN TO: Name Nona Tobin

Address 2664 Olivia Heights Ave.

City/State/Zip Henderson NV 89052

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name Nona Tobin

Address 2664 Olivia Heights Ave.

City/State/Zip Henderson NV 89052

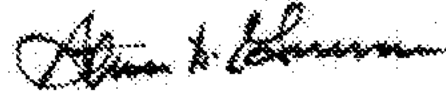
This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly, do not use page scaling.

Using this cover page does not exclude the document from assessing a noncompliance fee.

P:\Common\Firms & Notices\Cover Page Template Feb2014



CLERK OF THE COURT

1 DISI
2 NONA TOBIN, Trustee
3 Gordon B. Hansen Trust, Dated 8/22/08
4 2664 Olivia Heights Avenue
5 Henderson NV 89052
6 Phone: (702) 465-2199
7 nonatobin@gmail.com
8 *Defendant-in-Intervention/Cross-Claimant,*
9 *In Proper Person*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

7 JOEL A. STOKES and SANDRA F. STOKES,
8 as trustees of the JIMJACK IRREVOCABLE
9 TRUST,

Case No.: A-15-220032-C

Dept. No.: XXXI

Plaintiffs,

10 vs.

DISCLAIMER OF INTEREST

11 BANK OF AMERICA, N.A.; SUN CITY
12 ANTHEM COMMUNITY ASSOCIATION,
13 INC.; DOES I through X and ROE
14 BUSINESS ENTITIES I through 10, inclusive,

Defendants.

15 NATIONSTAR MORTGAGE, LLC,

Counter-Claimant,

17 Vs.

18 JIMJACK IRREVOCABLE TRUST;
19 OPPORTUNITY HOMES, LLC, a Nevada
20 limited liability company; F. BONDURANT,
21 LLC, a Nevada limited liability company;
22 DOES I through X, inclusive; and ROE
23 CORPORATIONS XI THROUGH XX,
24 inclusive,

Counter-Defendants

NONA TOBIN, an individual, Trustee of the

1 GORDON B. HANSEN TRUST, dated
8/22/08

2 Cross-Claimant.

3 vs.

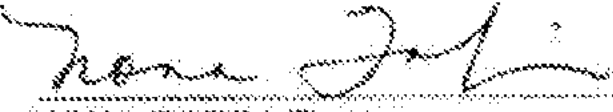
4 SUN CITY ANTHEM COMMUNITY
5 ASSOCIATION, INC., DOES 1-10, and ROE
6 CORPORATIONS 1-10, inclusive.

7 Cross-Defendants.

8
9 PLEASE TAKE NOTICE that Steve Hansen does not hold any interest in
10 real property commonly known as 2763 White Sage Drive, Henderson, NV 89052, APN 191-
11 13-811-032 ("the Property"), therefore, he disclaims any interest in the Property.

12 Exhibit F includes the declaration of Steve Hansen. Per NRS 53.045, this
13 unsworn declaration is being submitted in lieu of a sworn affidavit as it is a declaration made
14 under penalty of perjury under the law of the State of Nevada.

15 Dated this 2nd day of March, 2017.



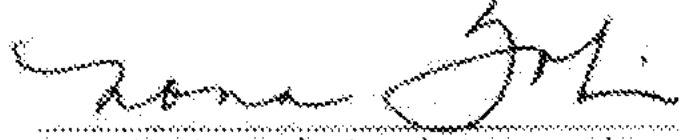
16 NONA TOBIN, Trustee
17 Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
18 Henderson NV 89052
Phone: (702) 465-2199
19 nonatobin@gmail.com
20 Defendant-in-Intervention, Cross-Claimant
In Proper Person

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CERTIFICATE OF SERVICE

I, Nona Tobin, hereby certify that on this 29th day of March, 2017, I served copies of the foregoing Disclaimer of Interest on all parties in the Wiznet electronic service notification system.



Nona Tobin, Defendant-in-Intervention,
Cross-Claimant, In Proper Person

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EXHIBIT 1

EXHIBIT 1

State of California

County of Kern

Declaration of Steve Hansen

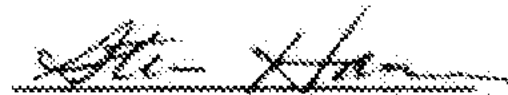
My full name is Steven Eric Hansen. I am the son of the late Gordon B. Hansen, Trustor of the Gordon B. Hansen Trust, dated August 22, 2008, as amended once on August 10, 2011.

The Gordon B. Hansen Trust was the owner of a residence at 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, from August 27, 2008, and when my father died on January 14, 2012, and when there was a foreclosure sale on August 15, 2014.

I declare that I have no interest in this White Sage property and no responsibility for any debts or expenses related to it. Further, I no longer claim any interest in, nor expect any benefit from, the Gordon B. Hansen Trust as all assets due to me have already been distributed and received by me.

Per NRS 53.045, this unsworn declaration is being submitted in lieu of a sworn affidavit. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 27th day of March, 2017



Steve Hansen
21417 Quail Springs Rd.
Tehachapi, CA 93561
(661) 513-6616

EXHIBIT B

EXHIBIT B

47

Assessor's Parcel Number:
191-13-811-052

Prepared By:
NONA TOBIN
2664 Olivia Heights Ave.
Henderson, Nevada 89052

Inst #: 20170328-0001452
Fees: \$19.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #007
03/28/2017 11:51:02 AM
Receipt #: 3042834
Requestor:
NONA TOBIN
Recorded By: MAYSM Fgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

After Recording Return To:
NONA TOBIN
2664 Olivia Heights Ave.
Henderson, Nevada 89052

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

On March 27, 2017 THE GRANTOR(S),

- Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011,
Nona Tobin, Trustee,

for and in consideration of: \$0.00 and/or other good and valuable consideration conveys, releases and quitclaims to the GRANTEE(S):

- Nona Tobin, an Individual, a single person, residing at 2664 Olivia Heights Ave.,
Henderson, Nevada County, Nevada 89052

the following described real estate, situated in HENDERSON, in the County of Clark,
State of Nevada:

Legal Description: was obtained from the Clark County Recorder's Office.

SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances.

or any part thereof.

Close of the trust and assign interest to the sole beneficiary.

Mail Tax Statements To:
NONA TOBIN
2664 Olivia Heights Ave
Henderson, Nevada 89052

(SIGNATURE PAGE FOLLOWS)

Grantor Signatures:

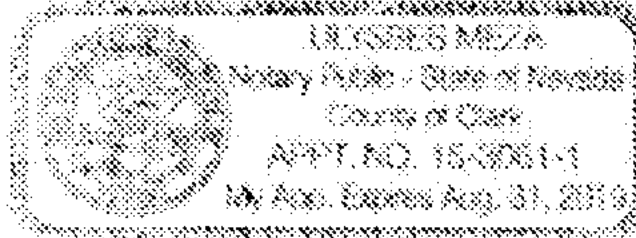
DATED: 3/27/17

Nona Tobin

Nona Tobin, Trustee on behalf of Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011

STATE OF NEVADA, COUNTY OF CLARK, ss:

This instrument was acknowledged before me on this 27th day of March, 2017, by Nona Tobin on behalf of Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011.

 LUISBES MEZA
Notary Public LUISBES MEZA
Notary Public
Title (and Rank)

My commission expires 08-31-2019

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
 a. 191-13-811-052
 b. _____
 c. _____
 d. _____

2. Type of Property:
 a. Vacant Land b. Single Fam. Res.
 c. Condo/Twnhse d. 2-4 Pkcs
 e. Apt. Bldg f. Comm'l/Ind'l
 g. Agricultural h. Mobile Home
 Other _____

FOR RECORDERS OPTIONAL USE ONLY
 Book _____ Page: _____
 Date of Recording: _____
 Notes: _____

3.a. Total Value/Sales Price of Property \$ _____
 b. Deed in Lieu of Foreclosure Only (value of property) \$ _____
 c. Transfer Tax Value: \$ _____
 d. Real Property Transfer Tax Due \$ 0.00

4. If Exemption Claimed:
 a. Transfer Tax Exemption per NRS 375.090, Section 7
 b. Explain Reason for Exemption: out of trust, close trust
without consideration

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

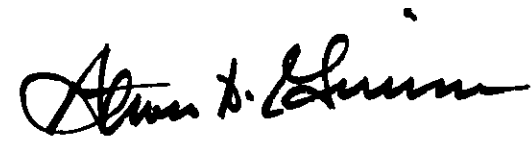
Signature Nona J. [unclear] Capacity: Trustee
 Signature Nona J. [unclear] Capacity: _____

SELLER (GRANTOR) INFORMATION
 (REQUIRED) by Gordon B. Hansen
 Print Name: NONA TOBIN
 Address: 2004 Olivia Heights
 City: Henderson
 State: NV Zip: 89052

BUYER (GRANTEE) INFORMATION
 (REQUIRED)
 Print Name: NONA TOBIN
 Address: 2004 Olivia Heights
 City: Henderson
 State: NV Zip: 89052

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



CLERK OF THE COURT

1 **ROPP**

2 NONA TOBIN, Trustee
3 Gordon B. Hansen Trust, Dated 8/22/08
4 2664 Olivia Heights Avenue
5 Henderson NV 89052
6 Phone: (702) 465-2199
7 nonatobin@gmail.com
8 *Defendant-in-Intervention/Cross-Claimant,*
9 *In Proper Person*

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 JOEL A. STOKES and SANDRA F. STOKES,
9 as trustees of the JIMI JACK IRREVOCABLE
10 TRUST,

10 Plaintiffs,

11 vs.

12 BANK OF AMERICA, N.A.; SUN CITY
13 ANTHEM COMMUNITY ASSOCIATION,
14 INC.; DOES 1 through X and ROE
15 BUSINESS ENTITIES 1 through 10, inclusive,

14 Defendants.

16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 Vs.

19 JIMI JACK IRREVOCABLE TRUST;
20 OPPORTUNITY HOMES, LLC, a Nevada
21 limited liability company; F. BONDURANT,
22 LLC, a Nevada limited liability company;
23 DOES I through X, inclusive; and ROE
24 CORPORATIONS XI THROUGH XX,
inclusive,

23 Counter-Defendants

24 NONA TOBIN, an individual, Trustee of the

Case No.: A-15-720032-C

Dept. No.: XXXI

**REPLY TO SUN CITY ANTHEM
COMMUNITY ASSOCIATION'S
OPPOSITION TO NONA TOBIN'S
MOTION TO VOID SALE**

1 GORDON B. HANSEN TRUST, dated
2 8/22/08

3 Cross-Claimant,

4 vs.

5 SUN CITY ANTHEM COMMUNITY
6 ASSOCIATION, INC., DOES 1-10, and ROE
7 CORPORATIONS 1-10, inclusive,

8 Cross-Defendants.

9 COMES NOW, NONA TOBIN (“*Cross Claimant*”), in proper person, and hereby
10 submits the attached Reply to Sun City Anthem Community Association’s (“*Sun City*”)
11 Opposition to Nona Tobin’s Motion to Void Sale. This Reply is submitted based on the
12 attached Memorandum of Points and Authorities, all papers and pleadings on file herein, and
13 oral arguments the court may hear.

14 Dated this 10th day of April, 2017.

15
16 /s/ Nona Tobin

17 NONA TOBIN, an Individual, Trustee
18 Gordon B. Hansen Trust, Dated 8/22/08
19 2664 Olivia Heights Avenue
20 Henderson NV 89052
21 Phone: (702) 465-2199
22 nonatobin@gmail.com

23 *Defendant-in-Intervention, Cross-Claimant*
24 *In Proper Person*

1
2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION**

4 This consolidated case involves multiple parties making various claims regarding title, all
5 arising from the HOA foreclosure sale of 2763 White Sage property (“Subject Property”) that
6 occurred on 8/15/14 (“HOA Sale”). The Sun City Anthem Community Association’s (“SCA”)
7 claims that this case is like other NRS 116 “wrongful foreclosure” cases. However, the vast
8 majority of such cases involve the sole question of whether an HOA sale extinguished the first
9 deed of trust. However, the issue before the Court in this case involves a quiet title claim by
10 Nona Tobin who claims that the HOA sale is void because it did not conform to the requirements
11 of NRS 116.31662-NRS116.31166, which resulted in the subject property being sold to a non-
12 *bona fide* purchaser who subsequently transferred the title to another non-*bona fide* purchaser at
13 zero consideration, and then to a second non-*bona fide* purchaser based on defective deed legally
14 insufficient to convey title per NRS 111.345.

15 Tobin’s motion to void the sale, if successful, would have the legal effect of unwinding
16 the title changes that were triggered by the legally void HOA sale and would restore equitable
17 title to Tobin, as the sole beneficiary of the Gordon B. Hansen Trust, who would have
18 maintained ownership of the subject property, *if not but for*, the statutorily defective HOA
19 foreclosure Sale.

20 Furthermore, the HOA agents formerly employed by SCA were unjustly enriched as a
21 result of the defective HOA sale. Said Agents subsequently ceased being SCA’s Managing
22 Agent and debt collector after this 8/15/14 sale, but before SCA became self-managed on April
23 1, 2016. Although the doctrine of *Respondeat Superior* holds SCA liable for the acts of its
24 agents, Tobin has brought a motion that has provision that would permit SCA to support voiding

1 the defective HOA sale instead of being required to defend the indefensible acts of its former
2 agents, who were unjustly enriched by their illegal actions as Tobin has made no claim that the
3 Association nor any of its current or previous Board members condoned nor shared in this unjust
4 profit-taking.

6 **II. ARGUMENT**

7 **A. TOBIN'S MOTION IS NOT A SUMMARY JUDGMENT MOTION, BUT** 8 **WOULD FALL UNDER A RULE 12(C) MOTION FOR JUDGMENT ON** 9 **THE PLEADINGS**

10 In SCA's 3/31/17 opposition to Tobin's OPPC, SCA has claimed that this motion to void
11 the sale is governed by rule 56 as if it were a motion for summary judgment. On 3/3/17 Tobin
12 filed an opposition (OPPC) to SCA's 2/23/17 motion to dismiss pursuant to rule 12c, a motion
13 for judgment on the pleadings as none of the parties timely replied/defended against Tobin's
cross- and counter-claims:

- 14 1. SCA has never answered Tobin's 1/31/17 cross-claim against it on its merits, choosing
15 instead to file two motions to dismiss (MDSM). SCA's first MDSM filed on 2/23/17 was
16 timely, but overly broad as it seeks to dismiss ALL of Tobin's claims including those
17 specifically not covered by NRS 38.310. A second untimely MDSM, filed on 3/22/17,
18 introduced the new grounds for dismissal alleging Tobin was engaged in the unauthorized
19 practice of law and attempted to re-litigate Nona Tobin's standing as a Pro Se Defendant-
20 in-Intervention and as an Individual and Trustee of the Gordon B. Hansen Trust. SCA
21 posed no objections to any of the claims made in Tobin's 3/3/17 motion to void the sale.
22 Only on 3/31/17 did SCA file an untimely opposition to Tobin's 3/3/17 motion for an
23 order to void the sale.

1 2. Yuen K. Lee/F. Bondurant, LLC did not timely answer Tobin's 2/1/17 cross-claim nor
2 did they ever answer Nationstar in any form when Nationstar added them to the
3 consolidated cases on 6/27/16. When Yuen K. Lee/F. Bondurant, LLC finally did answer
4 Tobin's 2/1/17 cross-claim on 3/13/17, it was perfunctory, consisting solely of an
5 unsubstantiated recitation of denials by paragraph number and boilerplate affirmative
6 defenses such that it the court may decline to consider it as failing to meet the minimum
7 standards of local rule 2.20(i). Further, Yuen K. Lee/F. Bondurant, LLC filed a
8 disclaimer of interest in the property on 3/8/17.

9 3. Plaintiffs Stokes/Jimijack finally replied to Tobin's 2/1/17 counter-claim on 3/13/17, but
10 only with the same unsubstantiated recitation of denials by paragraph number and
11 boilerplate affirmative defenses. The court may decline to consider this reply both for
12 lack of timeliness and for failing to meet the minimum standards of local rule 2.20(i).

13 4. Thomas Lucas/Opportunity Homes, LLC did not answer Tobin's 2/1/17 cross-claim
14 served on 2/6/17. nor did Lucas ever answer the original complaint filed by Nationstar in
15 case A-16-730078 on 1/11/16. In fact, Lucas' counsel's only appearance into either case
16 has been to file a motion for summary judgment and a disclaimer of interest in the
17 property, both on 3/8/17.

18 "Judgment on the pleadings is proper when the moving party clearly establishes on the face of
19 the pleadings that no material issue of fact remains to be resolved and that it is entitled to
20 judgment as a matter of law." *Id.* "However, judgment on the pleadings is improper when
21 the district court goes beyond the pleadings to resolve an issue; such a proceeding must
22 properly be treated as a motion for summary judgment." *Id.*

23 Generally, if matters outside the pleadings are presented to and considered by the court,
24 the motion must be converted into a Rule 56 motion for summary judgment and the parties given

1 a reasonable opportunity to present additional material. Nev .R.Civ.P. 12(d); *Bingue v.*
2 *Prunchak*, 512 F.3d 1169, 1172 n.4 (9th Cir.2008). Where the court grants a Rule 12(c)
3 motion, the prevailing party obtains a final judgment in their favor.

4 In SCA's 2/23/17 motion to dismiss, SCA argues the court does not have jurisdiction
5 pursuant to NRS 38.310 over ALL of Tobin's claims (P. 7, L. 18) instead of just those involving
6 the interpretation of the CC&Rs. SCA did not address the merits of Tobin's 1/31/17 cross-claim,
7 most notably as it pertained to statutory violations rendering the HOA sale void.

8 SCA's 3/22/17 second motion to dismiss focused solely on claiming Tobin was engaged
9 in the unauthorized practice of law, and it did not address the merits of either Tobin's 1/31/17
10 crossclaim or Tobin's 3/3/17 opposition and countermotion to void the HOA sale, thereby
11 leaving all Tobin's claims and statements of material facts unchallenged.

12 Tobin filed and served her opposition to SCA's motion to dismiss and this countermotion
13 to the SCA to void the sale on SCA via wiznet on March 3, 2017. SCA filed its second motion
14 to dismiss on new and different grounds on 3/22/17, with no mention of any opposition to the
15 countermotion. SCA did not timely file its opposition to Tobin's 3/3/17 counter-motion.

16 The failure of SCA to file timely opposition briefs may be interpreted by the court as its
17 acquiesce to the merits of the motion. See *Eighth District Court Local Rule 2.20(e)*. However,
18 in SCA's 3/31/17 opposition, SCA made substantial claims that there are material facts in
19 dispute.

20 If the Court accepts SCA's 3/31/17 OPPTS submission as timely, and as disputing material
21 facts, granting a motion for summary judgment is not possible and SCA must stay in the
22 litigation to defend the acts of its former agents.

23 A motion for summary judgment cannot be granted if there are genuine issue of material
24 fact (NRCP 56c).

1 **5. THE SEVERE UNTIMELINESS OF SCA'S OPPOSITION WORKS IN FAVOR**
2 **OF CONSTRUING TOBIN'S MOTION AS A RULE 12(C) MOTION**

3 SCA has filed its opposition in complete disregard of local rule 2.20(e), and at no point
4 contacted Tobin, nor sought leave of the court, to obtain an extension on the deadline for the
5 filing of the opposition briefs. This is a threshold issue, and Tobin requests the Court uses its
6 discretion and disregards SCA's opposition.

7 Tobin submits that her countermotion is governed by NRCP 12(c). A Rule 12(c) motion
8 is designed to provide a means of disposing of cases when material facts are not in dispute and a
9 judgment on the merits can be achieved by focusing on the content of the pleadings. *C. Wright*
10 & *A. Miller, Federal Practice and Procedure* § 1367 (1969). Tobin's March 3, 2017
11 countermotion to the SCA to void the sale was not a motion for summary judgment under rule
12 56(c). Rather, it was more akin to a motion for judgment on the pleadings as a declaratory
13 judgment is being sought under Rule 12(c).

14 A solid reason for the motion's effectiveness is that the closed pleadings have a
15 substantial likelihood of containing the entire relevant universe of information necessary to
16 consider the motion, and of course, LR 2.20(e) grants the court authority to construe the
17 untimeliness of the oppositions in favor of the movant, procedurally.

18 **6. THERE ARE ADVANTAGES TO INTERPRETING TOBIN'S**
19 **MOTION AS A MOTION FOR JUDGMENT ON THE PLEADINGS.**

20 If the court were grant a motion on the pleadings, it would achieve these results:

- 21 1. A declaration that the HOA sale is void as statutorily non-compliant due to illegal
22 actions by former HOA Agents, including, but not limited to:
23 a. Collection procedures were initiated before there was a default NRS (2013)
24 116.31162(4).

- 1 b. Owner protections were not provided as statutorily guaranteed by NRS (2013)
2 116.31162(4)(a)(b)(c);
- 3 c. Critical mandatory notices to the owner's address of record were not made NRS
4 116.31162(1)(a); (4)(a) (2013);
- 5 d. Former HOA Agents were unjustly enriched by conducting the 8/15/14 HOA sale
6 after notifying the Ombudsman on 5/15/14 that the sale was cancelled because the
7 owner was retained (Evidence provided in 1/31/17 cross-claim, exhibit 5);
- 8 e. The recorded foreclosure deed was invalid to transfer real property as it did not
9 remove Tobin's right of redemption. The deed recitals were false and based on the
10 3/12/13 notice of default that was rescinded on 4/3/13 NRS 116.31166(3) (2013).
11 See exhibit 4, 1/31/17 Tobin CRCM.
- 12 f. Former SCA Agents did not distribute the proceeds of the HOA sale according to
13 NRS (2013) 116.31164(3)(c). See 1/31/17 CRCM Pgs. 18-19. See also Exhibit 6,
14 Tobin's 3/22/17 OMSJ (Lucas/OpHomes).

15 **2. Other parties to the litigation will not be negatively impacted by granting**
16 **Tobin's motion to void the sale as their title claims are inferior to Tobin's.**

- 17 a. The title changes would be unwound and title returned to Tobin as an Individual
18 and as the sole beneficiary of the Gordon B. Hansen Trust to whom title was quit
19 claimed as an Individual from the Trust on 3/27/17 (recorded as an offer of proof
20 on 3/28/17).
- 21 3. There are no claims for damages, attorney fees or litigation costs against SCA or any
22 other cross-defendant requested in Tobin's motion to void the sale.
- 23 a. No impact on Thomas Lucas/Opportunity Homes were Tobin's motion to void the
24 HOA sale granted. Lucas/ Opportunity Homes has already filed a disclaimer of

1 interest in the property, and by virtue of non-answer as required pursuant to
2 NRCP 12(a)(1)(2) to both Nationstar's and Tobin's complaints against him, is
3 arguably in default;

4 b. No impact on Yuen K. Lee/F. Bondurant, LLC who has already filed a disclaimer
5 of interest in the property, did not respond to Nationstar at all or to Tobin in a
6 manner compliant with NRCP 12(a)(2) or local rule 2.20(i);

7 c. Stokes'/Jimijack's claim to title are already inferior to Tobin's as:

8 i. Their only claim is a fraudulently executed and notarized 6/8/15 quit claim deed
9 that involved multiple notarial violations and:

10 1. Doesn't meet the statute of frauds requirement of competent proof (NRS
11 111.345);

12 2. Doesn't conform to the SCA Resident Transaction Record of the sale;

13 ii. Tobin recorded a quit claim deed on 3/28/17 that transferred title from the
14 Gordon B. Hansen Trust to Nona Tobin as an individual that arguably was
15 effective in transferring title to the property in the public record.

16 4. **If the Court grants Tobin's motion to void the sale, SCA is not negatively**
17 **affected in any way.**

18 (a) Tobin's motion does not make any claim for damages or attorney fees or litigation
19 costs against SCA that would likely accrue if the motion to void were denied.

20 (b) Tobin's motion to void the sale, if granted, waives making any claim against SCA
21 under the principle of Respondeat Superior for the illegal acts of its former HOA
22 Agents. See P. 21, L. 22, NT 3/3/17 OPPC) "...and damages against HOA
23 Agents will be addressed in a separate forum."

1 (c) who undisputedly and illegally (NRS 116.31164(3)(c) 2013) retained \$60,398.96
2 over the \$2,701.04 on 8/25/14 SCA accepted as payment in full for its lien for
3 delinquent assessments against the property.

4 (d) SCA has never claimed to have any interest financially nor any claim against title
5 except the lien that was undisputedly recorded on 12/14/12 and undisputedly paid
6 in full on 8/27/14.

7 (e) Nationstar's claim against SCA in these consolidated proceedings for illegally
8 conducting the HOA sale after its former HOA Agents refused to accept its
9 predecessor's tender of the super-priority amount (\$825.00) is rendered moot.

10 (f) Nationstar's claim, filed 1/14/16 through the Ombudsman, ADR16-849, against
11 SCA for wrongful foreclosure and refusing to accept the tender of the super-
12 priority amount would be moot, and SCA and its attorneys would not be held
13 accountable for delaying mediation for over one year.

14 **7. THE LEGAL EFFECT OF GRANTING SCA'S MOTION TO DISMISS**
15 **TOBIN'S CROSSCLAIM WOULD CREATE A MAJOR DELAY IN THE**
16 **INSTANT CASE BY NECESSITATING A STAY OF PROCEEDINGS**

17 SCA has elected not to file an answer to any of Tobin claims based on their merits.
18 Instead, on 2/23/17 SCA filed a motion to dismiss those claims pursuant to NRS 38.310(2), i.e.,
19 claiming that the court did not have jurisdiction because all claims based on interpreting the
20 CC&Rs must go through mediation prior to "civil action".

21 Tobin replied and opposed SCA's 2/23/17 motion to dismiss on the grounds that NRS
22 38.300(3) exempts 1) matters concerning title of residential property and 2) cases in which there
23 would be irreparable harm. If the court grants SCA's motion to dismiss ALL Tobin's claims,
24 Tobin's 1/31/17 cross-claim would be removed from civil court, and Tobin would be required to

1 file a demand for mediation against SCA through the Real Estate Division Office of the
2 Ombudsman which would result in:

- 3 a) SCA would add Tobin's claim for mediation to an existing year-old, unmediated
4 ADR claim regarding this property against SCA from Nationstar (ADR 16-849).
- 5 b) Tobin would be precluded from filing an administrative enforcement claim directly
6 against SCA's former HOA agents (enforcement complaint against a community
7 manager (Form 514a) or a Intervention Affidavit (Form 530)) as OMB will either
8 pursue an enforcement action against the Managing Agent or address the problem
9 through mediation against the Association, but not both per NRS 116.630 The
10 Ombudsman's Office informed Tobin of this restriction on mediation, albeit not
11 clearly, when Tobin contacted the Real Estate Division in the summer of 2016. Tobin
12 informed the current Community Association Manager, Lori Martin, in a 9/14/16
13 email:

14 "I plan to request review of these allegations against FirstService
15 Residential and Red Rock Financial Services by the NRED Compliance Division
16 rather than include them in detail in the court action to quiet title. I am preparing
a certified letter detailing my claims to officially inform the Board of my
proposed filing of an NRED 514a complaint."

17 Lori Martin did not respond to either this email or to a second email Tobin sent that same
18 day requesting documents related to the case. Instead, Desi Rafailova, Community Standards
19 Manager, responded in a 9/16/16 email:

20 "I have spoken to our Community Manager and she advised to tell you
21 that we must receive a court request in order to submit any documentation to
you."

1 Tobin could not proceed with an NRED complaint against SCA's former Agents because the two
2 cases for quiet title (A-16-730078 and A-15-720032) to the property were consolidated and time
3 was of the essence for Tobin to intervene to protect her title interests.

4 c) The consolidated cases for quiet title would have to be stayed until Tobin's mediation
5 was complete as Tobin is a necessary party for an equitable quiet title determination.
6 See, *Weeping Hollow Avenue Trust v. Spencer*, an Individual; *Wells Fargo Bank*,
7 2:13-cv-00544-JCM-VCF, Ninth Circuit Opinion dated August 2, 2016.

8 *Spencer, like Tobin herein*, was the homeowner prior to the HOA sale. *Weeping Hollow*,
9 *like Lucas/Opportunity Homes herein* was the buyer at the HOA sale. Wells Fargo attempted to
10 get Federal Court to quiet title on Constitutional grounds as violations of due process and the
11 Takings clause. The panel reversed the district court's judgment because the district court
12 improperly exercised diversity jurisdiction. The panel held that the district court erred in
13 applying the fraudulent-joinder doctrine to this case. Specifically, the panel held that Wells
14 Fargo had not met its heavy burden of showing that *Weeping Hollow* could not sustain its quiet
15 title claim under Nevada state law against *Spencer*.

16 Given the Nevada Supreme Court's holding that a former homeowner may
17 challenge an HOA foreclosure sale on equitable grounds, the panel concluded that it
18 was entirely reasonable for *Weeping Hollow* to join *Spencer* as a defendant to avoid
19 potential disputes over who had title to the property. The panel held that because
20 *Spencer* was not shown to be fraudulently joined, her presence in the action divested
21 the district court of diversity jurisdiction.

22 **8. TOBIN IS A NECESSARY PARTY TO QUIET TITLE ACTION**

23 To determine if Wells Fargo proved that Weeping Hollow fraudulently joined Spencer the
24 appellate court reviewed Nevada law.

Section 40.010 of the Nevada Revised Statutes governs quiet title actions in
Nevada. Chapman v. Deutsche Bank Nat'l Trust Co., 302 P.3d 1103, 1106 (Nev.
2013). It provides that "[a]n action may be brought by any person against another
who claims an estate or interest in real property, adverse to the person bringing the
action, for the purpose of determining such adverse claim." NRS § 40.010. The

1 Nevada Supreme Court has held that a quiet title action under section 40.010 is “an
2 in rem or quasi in rem proceeding” because “its essential purpose is to establish
3 superiority of title in property.” *Chapman*, 302 P.3d at 1106. Accordingly, “[a] plea
4 to quiet title does not require any particular elements, but each party must plead and
5 prove his or her own claim to the property in question and a plaintiff’s right to relief
6 therefore depends on superiority of title.” *Id.* (internal quotation marks and citation
7 omitted). Therefore, for *Weeping Hollow* to succeed on its quiet title action, it
8 needed to show that its claim to the property was superior to all others.

9 Given that Weeping Hollow needed to show it had superior claim to all
10 others, it was reasonable for it to join Spencer as a defendant in this action. While
11 the district court correctly pointed out that Weeping Hollow’s purchase of the
12 property at the foreclosure sale extinguished Spencer’s property rights, see N EV. R
13 EV. S TAT. § 116.31166(3), Spencer nonetheless could have challenged the
14 foreclosure sale from which Weeping Hollow gained title on grounds “of fraud,
15 unfairness or oppression.” *Long v. Towne*, 639 P.2d 528, 530 (Nev. 1982). In fact,
16 just earlier this year, the Nevada Supreme Court reaffirmed Long, holding that “in
17 an appropriate case, a court can grant equitable relief from a defective HOA lien
18 foreclosure sale.” *Shadow Wood HOA v. N.Y. Cmty. Bancorp.*, 366 P.3d 1105, 1107
19 (Nev. 2016).

20 Under Nevada law, Spencer could have brought claims challenging the HOA
21 foreclosure sale within five years of the sale. NRS § 11.070. Faced with the
22 possibility that Spencer may later assert a claim to the property by arguing that the
23 HOA foreclosure sale should be set aside on equitable grounds, Weeping Hollow
24 reasonably chose to join her as a defendant in its action for quiet title and
25 declaratory relief.

26 It would not be equitable to proceed with adjudicating the quiet title claims of Jimijack
27 and Nationstar without Tobin’s interests being considered simultaneously to determine
28 superiority of title and to avoid re-litigating it.

29 **F. SCA’ OPPOSITION TO TOBIN’S MOTION DOES NOT MEET THE 30 LEGAL STANDARD OR PROCEDURAL OR EVIDENTIARY REQUIREMENTS 31 OF OPPOSING A MOTION FOR SUMMARY JUDGMENT**

32 Pursuant to *Wood v. Safeway, Inc.*, 121 Nev. 724, 732, 121 P. 3d 1026, 1031 (2005):

33 The party opposing the motion bears the burden to “do more than simply
34 show there is some metaphysical doubt” as to the operative facts in order to avoid
35 summary judgment being entered in the moving party’s favor. The nonmoving
36 party “must, by affidavit or otherwise, set forth specific facts demonstrating the
37 existence of a genuine issue for trial or have summary judgment entered against
38 him.” The nonmoving party “is not entitled to build a case on the gossamer threads
39 of whimsy, speculation, and conjecture.”

1 “The opposing party’s opposition must also contain a memorandum of law
2 that explains to the court why summary judgment shouldn’t be granted.”

3 See P. 1-2, *Clark County Self-help* center document cited herein.

4 Based on Clark County Civil Law Self Help Center document “Instructions For
5 Preparing, Filing, Serving An Opposition To A Motion For Summary Judgment”, there are
6 specific requirements that must be met when opposing a Motion for Summary Judgment. SCA
7 has not met them. SCA has claimed that Tobin’s motion to void the sale is a claim “...that she
8 is in essence entitled to summary judgment.” (P. 2, L. 20, SCA OPPTS). If so, SCA claims: “This
9 court must deny her Counter-motion as she has failed to meet her burden under NRCP 56 that
10 there is no issue of material fact and that she is entitled to judgment.”

11 However, the reverse is true. SCA has not met its requirement NRCP 56:

- 12 a) SCA has failed to demonstrate with evidence that the material facts Tobin asserted in
13 her 1/31/17 CRCM or 3/3/17 OPPC are disputed.
- 14 b) SCA has failed to demonstrate with evidence that the “alleged facts” listed in SCA’s
15 3/31/17 OPPTS are material, i.e., that TOBIN must prove those “alleged facts” at trial
16 in order to prevail on her claim,
- 17 c) OR, if the “alleged facts” listed in SCA’s 3/31/17 OPPTS are material, SCA failed to
18 produce evidence to dispute the evidence Tobin has already placed in the court
19 record.

20 Therefore, Tobin’s motion must be granted.

21 **F. SCA’S OPPOSITION IS SEVERELY UNTIMELY AND FILED LATE
22 WITHOUT LEAVE, AND SHOULD NOT BE CONSIDERED BY THE
23 COURT**

24 P.1, Civil Self-help: “...you have ten days from the date of the motion...to file an
“opposition” to the motion.” Tobin’s cross-claim (CRCM) against SCA was e-filed on 1/31/17
and served on SCA on 2/3/17, but to date there has been no response on the merits. On 2/23/17,

1 SCA filed a motion to dismiss (MDSM) to which on 3/3/17 Tobin e-filed and served an
2 opposition and counter motion (OPPC) for order voiding the HOA sale.

3 SCA did not file its opposition (OPPS) until 3/31/17. SCA's motion was not timely.
4 SCA did not file an affidavit in support of an order extending time to answer. SCA did not honor
5 the 3/9/17 agreement Tobin had with SCA counsel Sean Anderson on to hold the hearing on
6 4/6/17 for SCA's first 2/23/17 MDSM together with Tobin's 3/3/17 OPPC per local rule 2.20(f).

7 Standard for granting a Motion for Summary Judgment:

- 8 a. There are no genuine issues of material facts to be resolved a trial, and that;
9 b. When the law is applied to the undisputed facts, one party is clearly entitled to
10 judgment.

11 Using this standard, the court can arrive at a decision to grant Tobin's motion:

12 1. SCA was not timely by virtue of:

- 13 a. not timely responding;
14 b. nor filing an affidavit in support of order extending time;
15 c. nor by honoring the agreement Tobin had with counsel to have the matter heard on
16 4/6/17; therefore,

17 SCA has waived the opportunity to oppose the Tobin's motion to void the sale in its entirety, and
18 the facts as presented by Tobin are deemed as true and undisputed, per LR 2.20(e).

19 2. Any unchallenged statutory noncompliance is sufficient for an order to void the sale.

20 Tobin presented many critical material facts presented in her cross-claim and motion to void
21 the sale, including 94-pages of exhibits entered in the case record as evidence, to which SCA
22 did not respond, contradict, or contravene facts. These uncontested material facts were
23 sufficient to establish that Tobin is clearly entitled to a favorable judgment.

24

1 **G. TOBIN PRESENTED UNDISPUTED FACTS THAT SHOW THAT SCA FAILED**
2 **TO MEET THE STATUTORY REQUIREMENTS OF A VALID HOA SALE.**

3 1. For a sale to be valid, the conduct of the process MUST comply with ALL provisions of
4 NRS 116.31162 through NRS 116.31168, which are the statutes that specifically govern HOA
5 sales. (SCA does not dispute this.);

6 2. The sale must be commercially reasonable, and the sale was for a commercially
7 unreasonable price (SCA did not dispute.);

8 3. Bona fide purchaser per NRS 111.180 is required, and the purchaser was not a Bona fide
9 purchaser (SCA did not dispute.);

10 4. Those conducting the sale must comply with all relevant sections of NRS 116, in addition
11 to the foreclosure-specific statutes, particularly those that define rights and protections of any
12 HOA Homeowner/member and/or the fiduciary duty of the Board of Directors, e.g.;

13 (a) NRS 116.31085 – right to a hearing (SCA does not dispute that the fact that the
14 hearing did not occur, but disputes that this law works in tandem with NRS 38.310 which is
15 immaterial since Tobin made no such claim.)

16 5. Must comply with the SCA's governing documents and Board policies insofar as there
17 the CC&Rs are the source of the Board's authority to levy and collect assessments and as a
18 process exists by which due process is granted for adjudicating violations of the CC&Rs. (SCA
19 does not dispute that this is a requirement nor did they dispute Tobin's claim that the CC&Rs
20 were violated, but SCA did claim that NRS 38.310(2) restricted the court's jurisdiction over
21 interpretations of the CC&Rs without mediation. This is not a dispute over material fact. Even if
22 the court decided to bifurcate Tobin's quiet title claims and sent Tobin's claims related to the
23 CC&Rs to mediation, Tobin still has substantiated with evidence sufficient undisputed facts of
24 statutory non-compliance to be entitled to have her motion to void the HOA sale granted as a
matter of law);

1 **H. SCA’S OPPOSITION DID NOT OPPOSE TOBIN’S EVIDENCE OR OFFER**
2 **COUNTER-EVIDENCE THAT ITS HOA SALE WAS STATUTORILY-**
3 **COMPLIANT**

4 SCA’S SUMMARY OF ALLEGED FACTS (P. 2-4, SCA’s 3/31/17 OPPS)

5 Below is the list summarizing the various facts alleged in SCA’s 3/31/17 opposition
6 (OPPS), and addresses whether an “alleged fact” is both material and disputed with evidence,
7 respectively:

8 1) (P. 2, L. 23) The property address is 2763 White Sage Drive (Undisputed).

9 2) (P. 2, L. 26) Hansen purchased the property on 7/31/03 (Undisputed and recorded; that he
10 bought it with his then-wife is not mentioned, but it is not material).

11 3) (P. 2, L. 27) Hansen “purported to” convey the home to the GBH Trust on 8/27/08 (This
12 fact is recorded with the county and in this case record, and SCA offered no evidence to the
13 contrary.).

14 4) (P. 2, L. 28) 1/14/12 “Mr. Hansen passed away and accordingly, Intervenor Nona Tobin
15 claimed to have succeeded to Mr. Hansen as Trustee of the Gordon B. Hansen Trust
16 (Undisputed, in the case record, recorded, and SCA offered no evidence to the contrary.)

17 5) (P. 3, L. 3) “12/14/12 HOA recorded a lien” (It is true that a lien was recorded on that
18 date. SCA challenges only in the abstract, or offer evidence to counter, the material fact that
19 Tobin claimed, and included evidence in the case record, that “...the amount and the timing of
20 the default was wrong and included unauthorized charges...” See Pgs. 6, L. 14-28, P. 7, L. 1-20,
21 Exhibit 1 of 1/31/17 Tobin CRCM; P. 9 of 3/3/17 OPPC.

22 6) (P. 3, L. 4) “2/12/14 HOA filed a Notice of Foreclosure Sale” (Undisputed. However,
23 SCA does not mention or oppose the material fact that (on P. 10, L. 1, 3/3/17 OPPC) Tobin
24 claimed that “NRS (2013) 116.31164 was violated as a) no **new** Notice of Sale replaced the
February 12, 2014 that was cancelled on May 15, 2014...”. See also 1/31/17 CRCM, P. 10, L.

1 16 and Exhibit 4; and 3/3/17 Tobin OPPC, P. 14, L. 16-22. This fact (that the Notice of Sale
2 was cancelled and not replaced based on providing false information to enforcement officials
3 that the owner was retained) is an egregious, undisputed material fact of such significance that
4 alone is sufficient to invalidate the sale, but SCA did not ever challenge it in any of their
5 multiple filings. The evidence of the Compliance Record of the Office of the Ombudsman,
6 Nevada Real Estate Division was provided by Tobin in the 1/31/17 CRCM Exhibit 5. None of
7 the multiple exhibits in SCA's 3/31/17 OPPS are relevant or provide evidence to dispute this
8 fact that rendered the sale void.

9 7) (P. 3, L. 5) Opportunity Homes, LLC was the successful bidder at the foreclosure sale
10 that occurred 8/15/14. (True, but SCA doesn't oppose or address the fact that SCA's former
11 HOA agent did not ever record Opportunity Homes, LLC as a new member nor credit SCA with
12 a new member fee from Op Homes or an asset enhancement fee. SCA did not oppose Tobin's
13 claim that Opportunity Homes was not a required bona fide purchaser under the meaning of NR
14 111.180. See 3/3/17 Tobin OPPC, P. 16, L. 14-22, P. 17, L. 1-18.)

15 8) (P. 3, L. 7-9) "According to Intervenor (Bank), on April 30, 2013, the bank tendered to
16 HOA what it calculated to be the amount of the super priority lien and tendered it to HOA, who
17 rejected it." (True. Tobin concurs that the super priority amount was tendered and refused. SCA
18 doesn't dispute it either in the OPPS. It is a material fact and a claim against SCA by both Tobin
19 and Nationstar. Yet, inexplicably, SCA has offered no evidence or argument to dispute it. See
20 Tobin's 3/3/17 OPPC, P. 13, L. 4-22, P. 14, L. 1-5).

21 9) (P. 3, L. 10) "On June 4, 2015, Op Homes, LLC executed a quit claim deed in favor of F.
22 Bondurant, LLC, who subsequently, executed a quitclaim deed in favor of Plaintiff ...Stokes."
23 (True, but SCA does not dispute that the Stokes deed was fraudulently executed/notarized and
24 the SCA's own records do not support the date the property was transferred which are

1 undisputed material facts that Tobin claimed. See 3/3/17 Tobin OPPC, P. 17, L. 19–23 & P. 19,
2 L. 1-16.).

3 10) (P. 5, L. 13) “many of Tobin’s claims are without merit.” SCA does not specify which of
4 Tobin’s do have merit, and Tobin’s line-by-line analysis indicates those claims that are with
5 merit are both material and undisputed.

6 11) (P. 3, L. 14) “For example, the claim that somehow Tobin was not provided Notice of
7 the Sale is simply false.” SCA is correct in that statement, but SCA is misstating Tobin’s claim.
8 Tobin claimed that the 2/12/14 Notice of Sale a) is required by NRS 116.31163(b)(3), b) was
9 cancelled on 5/15/14 by notice to the Ombudsman, c) was not replaced by any other Notice of
10 Sale ever, d) so there was no valid notice of sale in effect when the 8/15/14 sale occurred.
11 (3/3/17 Tobin OPPC, P. 11, L. 1-3).

12 12) (P. 3, L. 14-16) “In addition to the HOA posting the Notice of Foreclosure on the
13 property, (True) the HOA published Notice of the Foreclosure when mail to the property was
14 returned.” (Also true). SCA did not dispute the material fact that the law NRS 116.31162
15 requires that the required notices ALWAYS must go to the owner’s address of record (See
16 3/3/17 Tobin OPPC, P. 9, L. 12-13).

17 13) (P. 5, L.19) “The GBH Trust was served multiple times at both addresses: 2664 Olivia
18 Heights Ave and the property 2763 White Sage.” (True, but Tobin’s claim wasn’t that no notice
19 whatsoever went to the address of record. Rather, Tobin claimed that certain, specific critical
20 STATUTORILY-REQUIRED notices were not sent to the owner’s known address of record.
21 SCA is not disputing the material fact that SCA’s former HOA agent conducting the sale knew
22 what the owner’s address of record nor did SCA dispute the material fact that its former agents
23 did not send ALL the MANDATORY notices to 2664 Olivia Heights Ave., home of Tobin, the
24 ALIVE executor of the estate.

1 **RESPONSE TO SCA’S CLAIM THAT “NRS 38.310 AND NRS 116.31085 Does (Sic)Not**
2 **Require The Parties To Hold A Hearing On A Failure To Pay Assessments Or Prior To**
3 **Foreclosing Upon A Lien”**

4 See P5, L 23 of SCA’S 3/31/17 OPPS.

5 SCA’s claim is not a dispute of a material fact; rather it is a legal analysis. It misstates
6 Tobin’s claim, but it does not dispute any material fact. (P. 5, L. 23) “NRS 38.310 and NRS
7 116.31085 does (sic) not require the parties to hold a hearing on a failure to pay assessments or
8 prior to foreclosing”. SCA incorrectly combines these provisions. SCA’s claim is a faulty legal
9 analysis that does not dispute the material facts that a) there was no hearing by the Board of
10 Directors (NRS 116.31085), and unrelated, but also true, b) there was no notice to Tobin at the
11 owner’s address of record for anything related to the Ombudsman’s process for monitoring the
12 HOA foreclosure process.

13 **Undisputed facts related to the SCA claim in 3/31/17 OPPS P. 5, L. 23:**

- 14 1) (P. 5, L25-26) NRS 38.310 and NRS 116.31085 are unrelated to each other.
- 15 2) OMB only receives documents related to a Notice of Foreclosure, but does not treat the
16 notice as an ADR claim.
- 17 3) Mediation is only initiated if the respondent (Tobin) initiates a claim.
- 18 4) The OMB compliance record (Exhibit 5 of Tobin’s 1/31/17 CRCM) establishes:
- 19 i) the former HOA Agents notified OMB that they knew the owner’s estate’s address of
20 record was 2664 Olivia Heights and that the property address of the deceased owner
21 was 2763 White Sage, but did not send any notices related to the OMB-NOS process
22 described in the OMB Compliance record to Tobin’s address 2664 Olivia Heights.
- 23 ii) Agents falsely informed OMB that the 2/14/12 Notice of Sale was cancelled and the
24 Trustee sale was cancelled because the owner was retained.
- iii) Neither OMB or the former HOA agents sent any notice of this to Tobin.

1 iv) Former HOA agents did not provide notice to Tobin or Tobin's agent (who had
2 requested notice) that the sale published (on the cancelled 2/12/14 Notice of Sale) to
3 occur on 3/7/14 and postponed four times was actually going to occur on 8/15/14.

4 v) Former HOA agents did not submit the Foreclosure deed to the Ombudsman after the
5 sale as required by NRS (2013) 16.31164(3)(b).
6

7 **UNDISPUTED FACTS regarding NRS 116.31085.**

8 See 3/3/17 Tobin OPPC P. 11, L 4-15.

9 NRS 116.31085 defines the rights of owners to attend and speak at any meeting of an
10 HOA executive board and defines the only four topics which may be discussed in executive
11 session of the Board of Directors.

- 12 a. With attorney on proposed or pending litigation;
13 b. Alleged misconduct or competence of an employee or community manager;
14 c. **“Except as otherwise provided in subsection 4, discuss a violation of the**
15 **governing documents, including, without limitation, the failure to pay an**
16 **assessment”;**
17 d. Possible construction penalty.

18 Section 4 of NRS 116.31085 requires that the Board of Directors “shall meet in
19 executive session to hold a hearing on an alleged violation of the governing documents
20 unless the person who may be sanctioned for the alleged violation requests in writing that
21 an open hearing be conducted by the executive board. If the person who may be sanctioned
22 for the alleged violation requests in writing that an open hearing be conducted, the person:

22 (a) Is entitled to attend all portions of the hearing related to the alleged
23 violation, including, without limitation, the presentation of evidence and the
24 testimony of witnesses;

(b) Is entitled to due process, as set forth in the standards adopted by
regulation by the Commission, which must include, without limitation, the right to

1 counsel, the right to present witnesses and the right to present information relating to
2 any conflict of interest of any member of the hearing panel;

3 6. SCA Board of Directors voted in executive session to foreclose on this property based
4 solely on information provided by former HOA Agents without a hearing.

5 7. No notice was provided to Tobin that such a vote was going to be taken or when, and no
6 opportunity to present evidence or request an open hearing.

7 8. SCA refused to provide her minutes upon request as mandated by NRS 116.31085 (6).
8 See 1/31/17 Tobin CRCM P. 11, L. 14-20, Exhibit 6, including 6/1/16 Lori Martin
9 email).

10 **RESPONSE TO SCA'S 3/31/17 OPPS**

11 (P.6, L. 17) "Tobin did not provide evidence that she was current as of the 2/12/14 Notice of
12 Sale" True. Tobin never claimed that she didn't receive the 2/12/14 Notice of Sale. Rather,
13 Tobin claimed that SCA's former agents failed to act as fiduciaries to the SCA NRS 116A.630
14 and did not act in good faith NRS 116.31113 with SCA or its members. Tobin claimed the
15 former agents were financially incentivized to manipulate the system for their own unjust
16 enrichment, and that they did so covertly without authorization of the SCA Board of Directors.
17 These actions included holding the HOA sale after they told OMB that the sale was cancelled
18 and the owner was retained. See 3/3/17 Tobin OPPC, P. 12, L. 7-17 and 1/31/17 CRCM P. 15,
19 L. 16 – P. 21, L.12;

20 (P. 6, L. 19) "Tobin takes issue with the timing of premature collections" True. This failure
21 is a statutory violation of significant proportions. SCA does not refute the material fact that the
22 default was claimed before it occurred nor that to do so violates a mandatory precondition of a
23 valid HOA sale per NRS 116.31162(4) (2013).
24

1 P. 6, L. 20 “this does not negate the fact that the property was behind in assessments” (True,
2 but the fact of being behind in assessments is not sufficient to absolve SCA of the duty to comply
3 with ALL of the statutory requirements REQUIRED for a valid HOA foreclosure sale. Certainly,
4 SCA is not claiming that SCA and its former agents were exempt from providing a hearing (NRS
5 116.31163(4), NRS 116.310085) and complying with the laws (NRS 116.31162-NRS 116.3168)
6 designed to protect the homeowner from losing an asset worth, in this case, over \$400,000 due a
7 delinquency of a few hundred dollars. Notwithstanding whatever specious legal analysis SCA’s
8 counsel may utilize to construe that these protections appropriately apply to sanctions for dead
9 trees, but not to the ultimate sanction of losing a home, SCA did not ever dispute the material
10 fact claimed by Tobin that none of the specific, statutorily-required homeowner protections listed
11 in NRS 116.31162(4) (2013) were provided. Note particularly, (4)(c) “A notice of the right to
12 contest the past due obligation at a hearing before the executive board and the procedures for
13 requesting such a hearing.” See 3/3/17 CRCM P. 9, L. 12-17, Exhibit 7.

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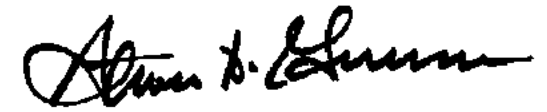
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CERTIFICATE OF SERVICE

I, NONA TOBIN, hereby certify that on this 10th day of April, 2017, I served the attached **REPLY TO SUN CITY ANTHEM COMMUNITY ASSOCIATION'S OPPOSITION TO NONA TOBIN'S MOTION TO VOID SALE**, to all parties via the Court's Wiznet electronic filing and e-mail service system.

/s/ Nona Tobin
NONA TOBIN, Cross-claimant



CLERK OF THE COURT

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 Attorneys for Cross-Defendant
 7 Sun City Anthem Community Association

DISTRICT COURT

CLARK COUNTY, NEVADA

10 JOEL A. STOKES and SANDRA F. STOKES, as
11 trustee for the JIMI JACK IRREVOCABLE TRUST,

12 Plaintiffs,

13 vs.

14 BANK OF AMERICA, N.A.; SUN CITY ANTHEM
15 COMMUNITY ASSOCIATION.; DOES I through
16 X and ROES BUSINESS ENTITIES 1 through 10,
inclusive,

16 Defendants.

17 NONA TOBIN, an individual and Trustee of the
18 GORDON B. HANSEN TRUST, dated 8/22/25,

19 Counter-Claimant,

20 vs.

21 JOEL A. STOKES and SANDRA F. STOKES, as
trustee for the JIMI JACK IRREVOCABLE TRUST,

22 Counter-Defendant.

23 NONA TOBIN, an individual and Trustee of the
24 GORDON B. HANSEN TRUST, dated 8/22/25,

25 Cross-Claimant,

26 vs.

27 SUN CITY ANTHEM COMMUNITY
ASSOCIATION, INC., DOES 1-10, and ROE
CORPORATIONS 1-10, inclusive,

28 Cross-Defendant.

CASE NO.: A-15-720032-C

Dept. XXXI

**CROSS-DEFENDANT SUN CITY
ANTHEM COMMUNITY
ASSOCIATION'S REPLY IN SUPPORT
OF ITS MOTION TO DISMISS**

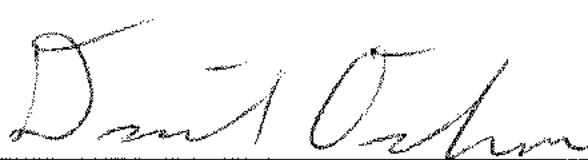
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Cross-Defendant Sun City Anthem Community Association ("Sun City Anthem" or HOA"), by and through its counsel of record LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C., hereby submits its reply in support of its Motion to Dismiss Nina Tobin, an individual and Trustee of the Gordon B. Hansen Trust's Cross-Claims pursuant to NRCP 41.

DATED this 18th day April, 2017.

LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

By: 
Kaleb D. Anderson, Esq. (Bar No. 7582)
David T. Ochoa, Esq. (Bar No. 10414)
9900 Covington Cross Dr., Suite 120
Las Vegas, NV 89148

Attorneys for Sun City Anthem Community Association

1
2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. Introduction**

4 This case arises from the Association's foreclosure of a delinquent assessment
5 lien against the property located at 2763 White Sage Drive, Henderson, Nevada, 89052
6 (the "property"). Based upon review of the real property records, Opportunity Homes,
7 LLC, was the successful bidder at the foreclosure sale that occurred August 15, 2014 as
8 evidenced by a Foreclosure Deed recorded as Instrument No. 20140822-0002548. On
9 June 4, 2015, opportunity Homes LLC executed a quitclaim deed in favor of F.
10 Bondurant, LLC, as evidenced by a Quitclaim Deed recorded as Instrument No.
11 2015609-0001537. On June 8, 2015, F Bondurant, LLC, executed a Quitclaim Deed in
12 favor of Joel A. Stokes and Sandra F. Stokes, as evidenced by a Quitclaim Deed
13 recorded as Instrument No. 2015609-0001545.

14 On November 15, 2016, Claimant Nona Tobin ("Tobin"), an individual and
15 Trustee of the Gordon B. Hansen Trust (the "Trust") filed a motion to Intervene in the
16 case. That Motion was granted with an Order entered on January 11, 2017. The
17 subject of that motion was essentially the standing of the Trust, and the ability to
18 intervene under NRCP 24. The issue of unauthorized practice of law has not been
19 previously raised.

20 On January 31, 2017, Tobin, again as an individual and Trustee of Trust, filed a
21 Cross-Claim against the Association in which Tobin asserted, in essence, that the
22 Association wrongfully foreclosed upon the Property.

23 Tobin as an individual had no prior interest in the property, and has no interest in
24 the property at the time of filing her pleadings, other than as a beneficiary of the Trust.
25 Tobin was fifty percent beneficiary of the Trust, and Steve Hansen was beneficiary of
26 the remaining fifty percent. Tobin therefore also represented Steve Hansen's interest in
27 the property at the time the pleadings were filed. As Tobin represented interest other
28 than her own, she did not appear on her own behalf as allowed by SCR 44. As the

1 claims brought by Tobin admittedly included the interest of Steve Hansen, they must be
2 dismissed as filed by a non-attorney.

3 **II. Argument**

4 **NONA TOBINS FILINGS AS A NON-ATTORNEY TRUSTEE**
5 **ARE VOID AB INITIO**

6
7 It is not disputed that the claims against Sun City Anthem were started by Nona
8 Tobin, a non-attorney, as Trustee on behalf of the Trust. Nona Tobin's recent actions
9 as explained in her opposition, sought out to correct this issue. See Opposition, and
10 See also Exhibit A and Exhibit B to Nona Tobin's Opposition. However, under Guerin v.
11 Guerin, 116 Nev. 210, 214, 993 P.2d 1256 (2000), Nona Tobin's filings amount to the
12 unauthorized practice of law. The unauthorized practice of law, is not a correctable
13 issue, but is void ab initio.

14
15 The court stated in Guerin:

16 We also **dismiss** the appeal of the Hill Family Trust because its notice of
17 appeal is defective. *Id.*, at 1257 (emphasis added).

18 Although an individual is entitled to represent himself or herself in the
19 district court, see SCR 44, no rule or statute permits a non-attorney to
20 represent any other person, a company, a trust, or any other entity in the
21 district courts or in this court. *Salman*, 110 Nev. at 1336, 885 P.2d at 608.
22 In the present case, Mr. Hill could not represent the Hill Family Trust in a
23 court of law because his actions would amount to **unauthorized practice**.
24 *Id.*, at 1258. (emphasis added).

25 Hence, the notice of appeal that Mr. Hill filed on behalf of the Hill Family
26 Trust is **invalid**, and we therefore lack jurisdiction to consider its appeal.
27 Accordingly, we **dismiss** the appeal of the Hill Family Trust. *Id.* (emphasis
28 added).

29 We direct the clerk of the court to modify the caption on this court's docket
30 to reflect the partial disposition set forth in this opinion. *Id.*

31 The rule that the unauthorized practice of law is void ab initio is not unique to
32 Nevada; and it applies whether the unauthorized practice of law deals with a non-

1 attorney representing a trust, a corporation, another person, or with the issue of an
2 attorney practicing in a jurisdiction they are not licensed:

3 "It is black letter law that no layperson can purport to represent a
4 corporation, that a corporation may proceed in legal matters only through
5 an attorney. Where a corporate entity initiates a proceeding *pro se*, **the**
6 **proceeding is void *ab initio*.**" In re Reed, 532 B.R. 82, 92 (Bankr. N.D.
7 Ill. 2015) quoting: In re IFC Credit Corp., 420 B.R. 471, 473
8 (Bankr.N.D.Ill.2009) (Cox, J.). (emphasis added).

9 Any proceedings which ensue in a case involving a layperson
10 representing a corporation are **null and void *ab initio***. Housing Authority,
11 115 Ill.App.3d at 740, 71 Ill.Dec. 369, 450 N.E.2d 1248. This rule applies
12 even where the lay agent merely files the complaint over his own
13 signature, and all subsequent court appearances are made by a duly
14 licensed attorney. Berg v. Mid-Am. Indus., Inc., 293 Ill. App. 3d 731, 737,
15 688 N.E.2d 699, 704 (1997)

16 It is widely held in other jurisdictions that proceedings in a suit instituted or
17 conducted by one not entitled to practice are a **nullity**, and if **appropriate**
18 **steps are timely taken the suit may be dismissed**, a judgment in the
19 cause reversed, or the steps of the unauthorized practitioner disregarded.
20 See Bennie v. Triangle Ranch Co., 73 Colo. 586, 216 P. 718 (1923);
21 Niklaus v. Abel Construction Co., 164 Neb. 842, 83 N.W.2d 904 (1957);
22 Landis v. Superior Ct., 232 Cal.App.2d 548, 42 Cal.Rptr. 893 (1965); City
23 of Downey v. Johnson, 263 Cal.App.2d 775, 69 Cal.Rptr. 830 (1968);
24 Stevens v. Jas. A. Smith Lumber Co., 54 S.D. 170, 222 N.W. 665 (1929);
25 Duysters v. Crawford, 69 N.J.L. 229, 54 A. 823 (1903); Hazard v. Phoenix
26 Woodworking Co., 78 N.J.Eq. 568, 80 A. 456 (1911); Maso Holding Corp.
27 v. Einstein, 17 N.Y.S.2d 655 (Mun.Ct.1939) ; Goldstein v. Marriott, 14
28 Pa.D. & C. 635 (1929), followed in Winters v. Sheporwich, 83 Pa.D. & C.
484 (1952); Colton v. Oshrin, 155 Misc. 383, 278 N.Y.S. 146 (1934);
Anderson v. Coolin, 27 Idaho 334, 149 P. 286 (1915); Application of
County Collector, 1 Ill.App.3d 707, 274 N.E.2d 164 (1971); Leonard v.
Walsh, 73 Ill.App.2d 45, 220 N.E.2d 57 (1966). See 7 C.J.S. Attorney and
Client s 16b, p. 725. **The question was raised in Goldstein by a motion**
by the adverse party to strike the complaint. In Stevens, it was raised
by the plaintiff's motion to strike an answer signed only by nonresident
attorneys. In Colton, where the court said that prejudice was to be
conclusively presumed, the question was presented by the adverse party's
motion for mistrial. In City of Downey v. Johnson and Application of
County Collector, the question was raised by the appellate court. In North
Laramie Land Co. v. Hoffman, 27 Wyo. 271, 195 P. 988 (1921), it was
held that the adverse party might properly move to strike a petition signed
only by nonresident attorneys not admitted to practice in the state.
McKenzie v. Burris, 255 Ark. 330, 333, 500 S.W.2d 357, 359-60 (1973).

1 In Nevada, there is no authority granting an exception to the rule of an attorney
2 representing a trust in court. Where other jurisdictions may have found an exception
3 when the trustee is the sole beneficiary of the trust, that is not an exception that can be
4 granted after the fact. The unauthorized practice of law is void ab initio. The strict
5 result of void ab initio document being dismissed and not amended, is upheld in various
6 Nevada practice areas from construction defect to medical malpractice, and even when
7 that result causes the statute of limitation to lapse. See Otak Infra.

8
9 In Otak Nevada, LLC v. Eighth Judicial Dist. Court of State, ex rel. Cty. of Clark,
10 127 Nev. 593, 595, 260 P.3d 408, 409 (2011), the Nevada Supreme Court found that a
11 void ab initio pleading is “of no legal effect and, thus cannot be cured by amendment.”
12 They further found, that “the district court did not have authority to allow the parties to
13 amend their pleadings” that were void ab initio. Id.

14
15 As the relevant pleadings here are void ab initio, they have no cure, and must be
16 dismissed.

17 **III. Conclusion**

18 Nona Tobin as a non-attorney could not represent the Trust in this case, but
19 did; the penalty for this contradiction is harsh. Her actions resulted in the unauthorized
20 practice of law and also her pleadings being nullified and void ab initio. Therefore the
21 pleadings should be dismissed.

22
23 Based on the foregoing, Sun City Anthem hereby requests:

- 24 1. That its motion to dismiss be granted;
- 25 2. That Nona Tobin’s pleadings be dismissed and stricken;
- 26 3. That Sun City Anthem be dismissed from the case;
- 27 4. an admonition that claims need to be properly reviewed for NRED
- 28


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jurisdiction, and face an order of attorney fees and costs or additional sanctions
if not properly submitted to NRED; and

5. Any other relief.

DATED this 18 day April, 2017.

LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

By: 

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David T. Ochoa, Esq. (Bar No. 10414)
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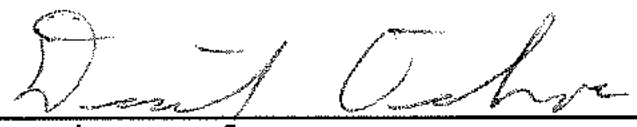
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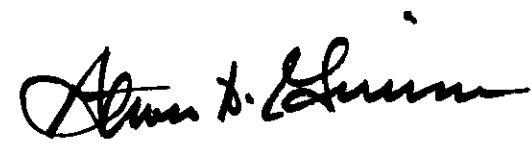
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and Administrative Order 14-2, on the 18th day of April, 2017, I electronically transmitted the foregoing **SUN CITY ANTHEM'S REPLY IN SUPPORT OF ITS MOTION TO DISMISS NONA TOBIN'S CROSS-CLAIMS** to the Clerk's Office using the Odyssey E-File & Serve system for filing and transmittal to the following Odyssey E-File & Serve registrants addressed to:

<p>HONG & HONG Joseph Y. Hong yosuphonglaw@gmail.com 702-870-1777</p> <p><i>Attorney for Plaintiff JimiJack Irrevocable Trust, Sandra & Joel Stokes</i></p>	<p>Nona Tobin <i>Pro se</i> nonatobin@gmail.com</p>
<p>THE MEDRALA LAW FIRM PLLC Jakub P. Medrala Shuchi Patel jmedrala@medralaw.com</p> <p><i>Attorneys for Thomas Lucas & Opportunity Homes, LLC</i></p>	<p>WRIGHT FINLAY ZAK Jason Craig Michael Kelley jcraig@wrightlegal.net 702-475-7964</p> <p><i>Attorneys for Bank of America, NA</i></p> <p>Edgar C. Smith esmith@wrightfinlay.net</p> <p><i>Attorney for Nationstar Mortgage, LLC</i></p>


An employee of
Lipson, Neilson, Cole, Seltzer & Garin, P.C.



CLERK OF THE COURT

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Attorney for Thomas Lucas and

Opportunity Homes, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES,
as Trustees of the JIMIACK IRREVOCABLE
TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
INC.; DOES I Through X, and ROES 1
Through 10, Inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

JIMIACK IRREVOCABLE TRUST;
OPPORTUNITY HOMES, LLC, a Nevada
Limited Liability Company; F. BONDURANT,
LLC, a Nevada Limited Liability Company;
DOES I Through X, and ROES XI Through
XX, Inclusive,

Counterdefendants,

NONA TOBIN, an Individual and Trustee of
the GORDON B. HANSEN TRUST, dated
8/22/15,

Crossclaimant,

vs.

THOMAS LUCAS, and SUN CITY ANTHEM
COMMUNITY ASSOCIATION, INC.; DOES
I Through X, and ROES I Through X,
Inclusive,

Crossdefendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

**THOMAS LUCAS and OPPORTUNITY
HOMES, LLC'S REPLY TO NONA
TOBIN'S OPPOSITION TO MOTION
FOR
SUMMARY JUDGMENT**

1 **REBUTTAL ARGUMENT IN REPLY TO NONA TOBIN’S OPPOSITION**

2 **I. INTRODUCTION AND SUMMARY OF TOBIN’S ARGUMENT**

3 It is not an easy task to understand the arguments made by Nina Tobin (“Tobin”) in her
4 Opposition (“Opposition”) to Cross-Defendants Thomas Lucas’s and Opportunity Homes,
5 LLC’s Motion for Summary Judgment (“Motion”) in order to assess their legal significance;
6 however, after a thorough analysis of Tobin’s Opposition it is abundantly clear that her
7 arguments must fail and the Motion must be granted. In her Opposition, Tobin raises the
8 following arguments in an attempt to defeat Mr. Lucas’s and Opportunity Homes’ Motion:

9 Mr. Lucas is a “required” party because if Tobin is successful in her claims, Mr. Lucas’s
10 past purchase of the Property will be voided (Opp. p. 3)

11 Mr. Lucas’s purchase of the Property was invalid because the recitals contained in the
12 foreclosure deed are false (Opp. p. 5).

13 Mr. Lucas—by virtue of being a real estate agent working with BHHS broker Forrest
14 Barbee—was apparently subject to multiple (yet unidentified) “disclosure requirements,
15 limitations on giving/receiving compensation only through the Broker, etc.” and impliedly
16 violated these requirements by purchasing the Property.

17 Mr. Lucas was not a bona fide purchaser, and knew of the defects to the title of the
18 Property by “virtue of having a previous commercial relationship with the HOA’s agent
19 conducting the sale;” and from being a real estate agent with BHHS (Opp. p. 6).

20 There exists “a legally cognizable basis for Tobin’s civil conspiracy claim” in the fact
21 that Lucas “deviated from the usual course of business when conveying real property in
22 Nevada” (Opp. p. 6).

1 In addition, and most importantly, Mr. Lucas is allegedly somehow bound by the
2 agreement between Tobin and her agent Craig Leidy or Forrest Barbee by virtue of being a real
3 estate agent with BHHS.

4 Lastly, Tobin lists a litany of “disputed facts/triable issues” that supposedly prevent an
5 entry of summary judgment against her. As it will be shown below, however, even if some facts
6 in this case are disputed, only the existence of issues of **material** fact may prevent an entry of
7 summary judgment, and other facts are irrelevant. In turn, the only facts that can be considered
8 material to Tobin’s claims against Mr. Lucas are those that can prove or disprove Tobin’s
9 claims for quiet title, breach of contract, and presumably breach of Mr. Lucas’s licensee duties.
10 Tobin’s opposition only confirms that there are no such issues in her case against Mr. Lucas.¹

11 II. ARGUMENT

12 A. Legal Standard

13 Motion for summary judgment must be granted “if the pleadings, depositions, answers
14 to interrogatories, and admissions on file, together with the affidavits, if any, show that there is
15 no genuine issue as to any material fact and that the moving party is entitled to a judgment as a
16 matter of law.” NRCP 56(c); *see also Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026,
17 1031 (2005) (rejecting the slightest doubt standard and adopting the federal standard set forth in
18 *Liberty Lobby, Celotex, and Matsushita*). **[T]he substantive law will identify which facts are**
19 **material. Only disputes over facts that might affect the outcome of the suit under the**
20

21
22 ¹ In her Opposition, Tobin also claims that Mr. Lucas and Opportunity Homes’s Motion is
23 “extraordinarily premature and cannot be granted as a procedural matter, because Lucas has not
24 pled to Tobin’s Crossclaim” (Opp. p. 3). In addressing this argument it is enough to refer the
Court to NRCP 56(a) that states that a motion for summary judgment may be filed “at any time
after the expiration of 20 days from the commencement of the action...”

1 **governing law will properly preclude the entry of summary judgment. Factual disputes**
2 **that are irrelevant or unnecessary will not be counted.** *Id.* (emphasis added).

3 While the evidence presented in support of a motion for summary judgment is viewed in
4 the light most favorable to the nonmoving party, the nonmoving party must set forth specific
5 facts that demonstrate the existence of a genuine issue of material fact or have summary
6 judgment entered against him. *Sustainable Growth Initiative Comm. v. Jumpers, LLC*, 122 Nev.
7 53, 61, 128 P.3d 452, 458 (2006). “When a motion for summary judgment is made and
8 supported as required by NRCP 56, the non-moving party may not rest upon general allegations
9 and conclusions, but must, by affidavit or otherwise, set forth specific facts demonstrating the
10 existence of a genuine factual issue. The non-moving party’s documentation **must be**
11 **admissible evidence**, as he or she is not entitled to build a case on the gossamer threads of
12 whimsy, speculation and conjecture.” *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 714, 57
13 P.3d 82, 87 (2002) (internal citation and quotations omitted).

14 **B. There Is No Issue of Material Fact That Neither Thomas Lucas Nor Opportunity**
15 **Homes Claim Any Interest in the Property; Therefore, Tobin’s Quiet Title Claim**
16 **Against Thomas Lucas Is Moot and Must Be Dismissed**

17 As it already stated in the Motion, the elements of the statutory cause of action for quiet
18 title require that the defendant claim “an estate or interest in real property, adverse to the person
19 bringing the action.” NRS 40.010.

20 In her Opposition, Tobin does not and cannot deny the fact that Mr. Lucas is not
21 currently claiming any interest in the Property. As a matter of fact, on March 8, 2017, Mr. Lucas
22 and Opportunity Homes filed with this Court a disclaimer of interest in the Property
23 affirmatively stating that they do not hold any interest therein. Therefore, despite Tobin’s
24

1 lengthy and irrelevant argument of Mr. Lucas being a “required party” because he purchased the
2 Property at the foreclosure auction, her claim for quiet title against him must necessarily fail.
3 Whether Mr. Lucas claimed an interest in the Property in the past is not a “material” fact to the
4 dispute; thus, it is irrelevant for the purpose of the present Motion.

5 **C. Neither Opportunity Homes, Nor Mr. Lucas Were Parties to Any Agreements With**
6 **Tobin That They Could Possibly Breach**

7 In support of her claim for breach of contract against Mr. Lucas, Tobin states in her
8 opposition that she “had an Exclusive Right to Sell Listing agreement with BHHS Broker
9 (NRED Form #525). Lucas was licensed under BHHS broker Forrest Barbee, and as such, is
10 subject to multiple disclosures requirements, limitations on giving/receiving compensation only
11 through the Broker, etc. Lucas created an undisclosed conflict by violating Tobin’s reasonable
12 expectation of care by BHHS actions d/b/a Opportunity Homes as a principal to buy the subject
13 property while he was a real estate licensee under Broker Forrest Barbee who was under
14 contract with Tobin” (Opp. p. 5). In addition, Tobin states that “Lucas is Bound by the
15 Conditions Set Forth in the BHHS Agreement That Were Legally Operative” (Opp. p. 8).

16 From reading the above statement, it is abundantly clear that Tobin is attempting to
17 impute to Mr. Lucas contractual liability based on the purported existence of the listing
18 agreement with Forrest Barbee and the fact that Mr. Lucas is a real estate agent working with
19 BHHS. However, none of these facts, even if true, can possibly create an issue of material fact
20 for the purpose of defeating a summary judgment because none of these facts are relevant to
21 prove a breach of contract claim against Mr. Lucas, which would require that: (1) **Tobin AND**
22 **Mr. Lucas entered into a valid and existing contract**, (2) Tobin performed or was excused
23 from performance, (3) Mr. Lucas failed to perform and was not excused from performance, and
24

1 (4) Tobin sustained damages as a result of the breach. *Calloway v. City of Reno*, 116 Nev. 250,
2 993 P.2d 1259 (2000).

3 Tobin does not allege, let alone prove, that she entered into any agreement with Mr.
4 Lucas—a *sine qua non* requirement for a breach of contract claim against him. All she is saying
5 is that she entered into an agreement with Forrest Barbee, who, by a complete coincidence, also
6 happens to be Mr. Lucas’s broker. This fact, however, is completely irrelevant for the purpose
7 of Tobin’s breach of contract claim against Mr. Lucas and, therefore, cannot create an issue of
8 material fact that can defeat Mr. Lucas’s Motion for Summary Judgment.

9 **D. Despite the Fact That Mr. Lucas Is a Real Estate Licensee, There Is No Issue of**
10 **Material Fact That He Did Not Act as an Agent in the Transaction Concerning the**
11 **Purchase of the Property; Therefore, He Could Not Breach His Licensee’s Duties**
12 **Towards Tobin**

13 NRCP 56(e) states:

14 When a motion for summary judgment is made and supported as provided in this
15 rule, an adverse party may not rest upon the mere allegations or denials of the
16 adverse party’s pleading, but the adverse party’s response, by affidavits or as
17 otherwise provided in this rule, must set forth specific facts showing that there is a
18 genuine issue for trial. **If the adverse party does not so respond, summary
19 judgment, if appropriate, shall be entered against the adverse party.**

20 As it already stated, Tobin implies that Mr. Lucas, as a real estate licensee working
21 under BHHS, was subject to some unidentified “disclosure requirements, limitations on
22 giving/receiving compensation only through the Broker, etc.” (Opp. p. 5), and that he “created
23 an undisclosed conflict by violating Tobin’s reasonable expectation of care by BHHS actions
24 d/b/a Opportunity Homes as a principal to buy the subject property while he was a real estate
licensee under Broker Forrest Barbee” (*Id.*). Simply put, Tobin believes that Mr. Lucas owed
her certain duties (that in her mind include prohibition of buying houses for his benefit), by
virtue of being a real estate agent with BHHS.

First, Tobin completely fails to specify the source of Mr. Lucas’s purported duties

1 towards her, or even indicate their legal basis. From reading Tobin's Opposition, one can only
2 speculate that these duties may arise from either her own contract with Forrest Barbee, or that
3 they are set forth in statutory provisions, presumably in NRS 645.252, 645.253, and 645.254.

4 The fact that Mr. Lucas does not owe Tobin any contractual duties has already been
5 discussed above. Moreover, in opposing the Motion, Tobin did not even provide the Court with
6 a copy of the contract with Forrest Barbee that was supposedly breached by Mr. Lucas!

7 Second, no issue of material fact exists whether Mr. Lucas owed Tobin any real estate
8 licensee duties because, despite possessing a real estate license and working as an independent
9 contractor with BHHS, he simply did not act as a real estate licensee in any transaction related
10 to either Tobin or the Property.

11 Tobin does not even claim or put forth any admissible evidence showing that Mr. Lucas
12 acted in relation to the purchase of the Property as a real estate licensee to trigger the application
13 of NRS 645.252, 645.253, and 645.254 to him. In his Motion, Mr. Lucas submitted a
14 declaration under oath in which he affirmatively stated that he never acted as a real estate
15 licensee in any transaction to which Nona Tobin was a party (Lucas Decl. ¶ 13). Therefore, the
16 burden is now on Tobin to show that Mr. Lucas did indeed act as a real estate licensee in such a
17 transaction for the Court to even consider whether he breached such duties by purchasing the
18 Property. Tobin failed to carry her burden, she did not submit any admissible evidence
19 contradicting Mr. Lucas's declaration under oath, and she even failed to submit an affidavit
20 explaining why she cannot currently provide such evidence in accordance with NRCP 56(f). All
21 that Tobin offers in opposition to Mr. Lucas's motion is the Gish Gallop of irrelevant
22 information and gossamer thread of whimsy, speculation, and conjecture, attempting to show
23 that by virtue of his purchase of the Property, Mr. Lucas breached some imaginary duties
24 towards Tobin.

1 As already stated in the Motion, it is abundantly clear that Tobin filed this frivolous
2 lawsuit against Mr. Lucas in order to extort from him the “finders fee” of 10% of the debt
3 (presumably belonging to Nationstar) that Mr. Lucas was supposedly able to “cancel . . . based
4 on [her] documentation” (Crossclaim Ex. 6, pp. 2-3). In opposing Mr. Lucas’s Motion, Tobin
5 did not submit any admissible evidence, or even a colorable legal argument, that would indicate
6 that she has a valid claim against him.

7 Accordingly, because of Tobin’s failure to show that a genuine issue of material fact
8 exists, the Court must enter a summary judgment against her.

9 III. CONCLUSION

10 No issues of material fact exist as to whether Opportunity Homes or Mr. Lucas claim
11 any interest in the Property. Moreover, no issues of material fact exist concerning the lack of
12 existence of any contracts between Mr. Lucas and Tobin, or the fact that Mr. Lucas did not act
13 as a real estate licensee in acquiring the Property on behalf of Opportunity Homes.

14 Accordingly, Mr. Lucas respectfully requests that this Court enter a summary judgment
15 against Tobin, dismiss her claims, and pursuant to NRS 18.010(b) and any other applicable law,
16 award Mr. Lucas court costs and attorney fees incurred in the defense of this action.

17 DATED this 19th day of April, 2017.

18 **The Medrala Law Firm, Prof. LLC**

19 /s/ Jakub P. Medrala

20 _____
21 JAKUB P. MEDRALA, ESQ.

22 Nevada Bar No. 12822

23 1091 S. Cimarron Road, Suite A-1

24 Las Vegas, Nevada 89145

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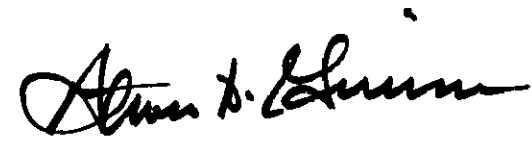
1 CERTIFICATE OF SERVICE

2 I, the undersigned, hereby certify that on April 19, 2017, I served a true and correct copy
3 of the foregoing **THOMAS LUCAS'S and OPPORTUNITY HOMES, LLC'S REPLY TO**
4 **NONA TOBIN'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT** via the E-
5 Service Master List for the above-referenced matter in the Eighth Judicial District Court's e-
6 filing system in accordance with the electronic service requirements of Administrative Order
7 14-2 and the Nevada Electronic Filing and Conversion Rules, and, if necessary, by depositing a
8 copy of the same into the U.S. Postal Service at Las Vegas, Nevada, prepaid first-class postage
9 affixed thereto, addressed to the following:

10 Michael Kelley, Esq.
11 Dana Jonathon Nitz, Esq.
12 mkelley@wrightlegal.net
13 nvefile@wrightlegal.net
14 **WRIGHT, FINLAY & ZAK, LLP**
15 7785 W. Sahara Ave., Suite 200
16 Las Vegas, Nevada 89117
17 *Attorney for Nationstar Mortgage, LLC*

Nona Tobin
2664 Olivia Heights Avenue
Henderson, Nevada 89052
nonatobin@gmail.com

14 /s/ Jakub P. Medrala
15 By: _____
16 An employee of
17 The Medrala Law Firm, PLLC



CLERK OF THE COURT

RPLY

JAKUB P. MEDRALA, ESQ.

Nevada Bar No. 12822

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Attorney for Thomas Lucas and

Opportunity Homes, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JOEL A. STOKES and SANDRA F. STOKES,
as Trustees of the JIMIACK IRREVOCABLE
TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN CITY
ANTHEM COMMUNITY ASSOCIATION,
INC.; DOES I Through X, and ROES 1
Through 10, Inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

JIMIACK IRREVOCABLE TRUST;
OPPORTUNITY HOMES, LLC, a Nevada
Limited Liability Company; F. BONDURANT,
LLC, a Nevada Limited Liability Company;
DOES I Through X, and ROES XI Through
XX, Inclusive,

Counterdefendants,

NONA TOBIN, an Individual and Trustee of
the GORDON B. HANSEN TRUST, dated
8/22/15,

Crossclaimant,

vs.

THOMAS LUCAS, and SUN CITY ANTHEM
COMMUNITY ASSOCIATION, INC.; DOES
I Through X, and ROES I Through X,
Inclusive,

Crossdefendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

**OPPORTUNITY HOMES, LLC'S REPLY
TO NATIONSTAR MORTGAGE, LLC'S
OPPOSITION TO MOTION FOR
SUMMARY JUDGMENT**

1 **REBUTTAL ARGUMENT IN REPLY TO NATIONSTAR**
2 **MORTGAGE LLC'S OPPOSITION**

3 **I. INTRODUCTION**

4 In its Opposition (“Opposition”) to Opportunity Homes, LLC’s Motion for Summary
5 Judgment (“Motion”), Nationstar Mortgage, LLC (“Nationstar”) attempts to justify its frivolous
6 claim for quiet title against Opportunity Homes, LLC (“Opportunity Homes”) by attempting to
7 portray its statutory cause of action for quiet title as “declaratory relief” somehow justifying the
8 filing of the lawsuit against a party who does not claim any interest in the Property that is
9 adverse to Nationstar. In support of its argument, Nationstar claims that the “[t]he question in
10 this case is not strictly limited to who is claiming an adverse interest in the Property, but rather
11 whose rights or interest may be affected by a declaration from this Court that the foreclosure
12 sale did not extinguish the Deed of Trust or that the foreclosure is void (Opp. p. 8).

13 In support of its argument, Nationstar cites a Nevada Supreme Court case for the
14 purported proposition that a transferee of real state is always a necessary party when the
15 Plaintiff seeks to set aside a conveyance of real property, as well as a Ninth Circuit case for the
16 proposition that a former owner of real property subject to an HOA foreclosure is a necessary
17 party for quiet title adjudication.

18 Lastly, Nationstar opposes Opportunity Homes’ motion for summary judgment on the
19 unjust enrichment claim by submitting to the Court an inadmissible printout purportedly
20 showing that it made certain expenses on the property while it was owned by Opportunity
21 Homes.

22 None of Nationstar’s arguments hit the mark.

23 First, it is black letter law that courts can decide only cases that present *actual*
24 *controversies* and should refuse to determine questions that are moot. As already stated,

1 material. Only disputes over facts that might affect the outcome of the suit under the governing
2 law will properly preclude the entry of summary judgment. Factual disputes that are irrelevant
3 or unnecessary will not be counted.” *Id.*

4 While the evidence presented in support of a motion for summary judgment is viewed in
5 the light most favorable to the nonmoving party, the nonmoving party must set forth specific
6 facts that demonstrate the existence of a genuine issue of material fact or have summary
7 judgment entered against him. *Sustainable Growth Initiative Comm. v. Jumpers, LLC*, 122 Nev.
8 53, 61, 128 P.3d 452, 458 (2006). “When a motion for summary judgment is made and
9 supported as required by NRCP 56, the non-moving party may not rest upon general allegations
10 and conclusions, but must, by affidavit or otherwise, set forth specific facts demonstrating the
11 existence of a genuine factual issue. **The non-moving party’s documentation must be**
12 **admissible evidence**, as he or she is not entitled to build a case on the gossamer threads of
13 whimsy, speculation and conjecture.” *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 714, 57
14 P.3d 82, 87 (2002) (emphasis added)(internal citation and quotations omitted).

15 **B. There Is No Issue of Material Fact That Neither Thomas Lucas Nor Opportunity**
16 **Homes Claim Any Interest in the Property; Therefore, Nationstar’s Quiet Title Claim**
17 **Against Opportunity Homes Is Moot and Must Be Dismissed**

18 As already stated in the Motion, the elements of a cause of action for quiet title require
19 that the defendant claim “an estate or interest in real property, adverse to the person bringing the
20 action.” NRS 40.010.

21 Apparently recognizing the fact that Nationstar’s claim for quiet title against
22 Opportunity Homes is moot, Nationstar is now attempting to escape its own allegations and
23 state that “[t]he question in this case is not strictly limited to who is claiming an adverse interest
24 in the Property, but rather whose rights or interest may be affected by a declaration from this
Court that the foreclosure sale did not extinguish the Deed of Trust or that the foreclosure is

1 void” (Opp. p. 8). However, the distinction between a cause of action for quiet title and a
2 declaratory relief that Nationstar is attempting to make still fails because Opportunity Homes
3 simply does not have a right in the Property that can possibly be affected by any judgment in the
4 present case.

5 On June 4, 2015, Opportunity Homes executed a quitclaim deed granting any and all of
6 its interest in the Property to F. Bondurant, LLC. A quitclaim deed conveys whatever interest
7 the grantor has in the property at the time the conveyance is made. *Miranti v. Advance Mgmt.*
8 *Corp.*, 88 Nev. 59, 62, 493 P.2d 707, 708 (1972); *see also Brophy Mining Co. v. Brophy & Dale*
9 *Gold & Silver Mining Co.*, 15 Nev. 101 (1880). A quitclaim deed is, by definition, “a deed that
10 conveys a grantor’s complete interest or claim in certain real property but that neither warrants
11 nor professes that the title is valid.” *Black’s Law Dictionary* (8th ed. 2004); *see also Mich.*
12 *Dep’t of Nat. Res. v. Carmody-Lahti Real Estate, Inc.*, 472 Mich. 359, 377-78; 699 N.W.2d 272,
13 283 (2005) (quoting *Black’s Law Dictionary* (7th ed. 1999)). The Nevada Supreme Court has
14 held that a quitclaim deed transfers “any interest in the property which the [Plaintiffs] might
15 have retained.” *Miranti v. Advance Mgmt. Corp.*, 88 Nev. 59, 62, 493 P.2d 707, 708 (1972); *see*
16 *also Brophy Mining Co. v. Brophy & Dale Gold & Silver Mining Co.*, 15 Nev. 101 (1880).

17 The phrase “release, remit and quitclaim” in a quitclaim deed is held to effect “a transfer
18 of ‘all the rights and title of the grantor.’” *City of Manhattan Beach v. Superior Court*, 13 Cal.
19 4th 232, 239, 52 Cal. Rptr. 82, 87, 914 P.2d 160, 165 (1996) (quoting *Sullivan v. Davis*, 4 Cal.
20 291, 292 (1854)). It does not merely transfer the rights, it “quitclaims” all rights and interest the
21 grantor has in the property, relinquishing them all to the grantee. *Morello v. Land Reutilization*
22 *Comm’n of the County of Douglas*, 265 Neb. 735, 741, 659 N.W.2d 310, 314 (2003).

1 Accordingly, by virtue of executing the June 4, 2015, quitclaim deed, Opportunity
2 Homes relinquished any and all rights in the Property to F. Bondurant, LLC; therefore, contrary
3 to Nationstar’s statement, it currently has no rights or interest that can possibly be affected by a
4 judgment voiding the subject HOA sale. The quitclaim deed contained no warranties of title;
5 thus, even the current owner of the Property would have no recourse against Opportunity
6 Homes if the HOA sale is declared void.

7 To support its unfounded argument, Nationstar cites *Johnson v. Johnson*, 93 Nev. 655,
8 658, 572 P.2d 925, 926-27 (1977), for the proposition that a transferee of real estate is always a
9 “necessary party pursuant to N.R.C.P. 19(a)” and pursuant to “binding authority from the
10 Nevada Supreme Court (Opp. p. 9).

11 In *Johnson*, a former wife brought an action concerning arrearages in former husband’s
12 alimony and child support obligations. The district court entered an order setting aside
13 conveyance by the former husband of his residence to his present wife, and the husband
14 appealed. The supreme court held that the current wife of the husband (and current owner of the
15 property at issue) was an indispensable party to the action between the husband and the former
16 wife, resulting in an order setting aside conveyance of the husband’s residence to the current
17 wife, and in the absence of the husband’s current wife as party to the action, the order of
18 reconveyance of residence would be vacated. The court correctly reasoned that entering an
19 order of reconveyance without joining the transferee (and current owner) would constitute the
20 taking of property from one person and giving it to another without a hearing (*Johnson*, 93 Nev.
21 at 658, 572 P.2d at 926-27). Nationstar failed to mention, however, that the reason the court
22 entered such an order was not the sheer fact that the current wife was at some point the
23 “transferee” of the property, but the court did so because she was the current title holder of the
24

1 property claiming an interest in it that was adverse to the former wife's interest. Therefore, the
2 court could not simply order reconveyance without joining the person who claims an interest in
3 the property.

4 Unlike the current wife in *Johnson*, however, Opportunity Homes is not claiming any
5 interest in the Property; therefore, the Court could not possibly take anything away from it by
6 declaring the HOA foreclosure void or ordering reconveyance.

7 In addition, Nationstar cites a Ninth Circuit case, *Weeping Hollow Ave. Tr. v. Spencer*,
8 831 F.3d 1110 (9th Cir. 2016), for the proposition that it is reasonable to join a former owner of
9 the property in a quiet title action following an HOA foreclosure. *Weeping Hollow*, however,
10 involved an issue of propriety of joining in a quiet title action a former property owner
11 (Spencer) whose interest in the property at issue was extinguished via an HOA foreclosure. The
12 Ninth Circuit stated that because Spencer's interest was forcibly extinguished via the HOA
13 foreclosure, it was reasonable for the property purchaser (Weeping Hollow) to join Spencer as
14 the defendant because he could have challenged the foreclosure sale from which Weeping
15 Hollow gained title. *See Weeping Hollow Ave. Tr.*, 831 F.3d at 1113.

16 In the present case, however, Opportunity Homes has voluntarily quitclaimed its interest
17 in the Property to F. Bondurant, LLC, and even informed Nationstar as early as March 16, 2016,
18 that it does not claim any interest in the Property, thus reassuring Nationstar that no issue of
19 material fact exists as to the superiority of Nationstar's title, if any, to the nonexistent
20 Opportunity Homes' interest. Nevertheless, despite the fact that Nationstar had clear and
21 indisputable notice that Opportunity Homes claims no interest in the Property, Nationstar still
22 filed this frivolous lawsuit for quiet title and even injunctive relief (!) forcing Opportunity
23
24

1 Homes to incur expense in defending a claim that has been moot since June 2015.¹ Thus,
2 Nationstar’s quiet title declaratory and injunctive relief lawsuit involves nothing more than a
3 moot proposition asking the Court to declare a principle of law that cannot in any way affect the
4 case before it, and therefore the case must be dismissed. “The duty of every judicial tribunal is
5 to decide actual **controversies** by a judgment which can be carried into effect, and not to give
6 opinions upon moot questions or abstract propositions, or to declare principles of law which
7 cannot affect the matter in issue before it.” *Nat’l Collegiate Athletic Ass’n v. Univ. of Nev.,*
8 *Reno*, 97 Nev. 56, 57, 624 P.2d 10 (1981) (citing *Miller v. West*, 88 Nev. 105, 110, 493 P.2d
9 1332 (1972); *Morrow v. Morrow*, 62 Nev. 492, 497, 156 P.2d 827 (1945); *City of Reno v.*
10 *District Court*, 58 Nev. 325, 328, 78 P.2d 101 (1938)).

11 **C. Nationstar Failed to Demonstrate a Genuine Issue of Material Fact Concerning Its**
12 **Unjust Enrichment Claim**

13 A claim for unjust enrichment requires that the Defendant unjustly retained the money
14 or property of another against fundamental principles of justice or equity and good conscience.
15 *Asphalt Prods. v. All Star Ready Mix*, 111 Nev. 799, 802, 898 P.2d 699, 701 (1995).

16 “When a motion for summary judgment is made and supported as required by NRC 56,
17 the non-moving party may not rest upon general allegations and conclusions, but must, by
18 affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine factual
19 issue. **The non-moving party’s documentation must be admissible evidence**, as he or she is
20 not entitled to build a case on the gossamer threads of whimsy, speculation and conjecture.”

21 ¹ Nationstar’s argument based on *Johnson and Weeping Hollow Ave. Tr.* for the proposition that
22 a former property owner, or “transferee” (such as Opportunity Homes), is always a necessary
23 party to a quiet title lawsuit is completely belied by the fact that Nationstar, unsurprisingly, did
24 not join in its lawsuit all the former “transferees” of the property. If one would accept
Nationstar’s proposition, each quiet title action in Nevada would require a joinder of all current
and former property owners, presumably including the early beneficiaries of the Homestead Act
of 1863, or their estates – a proposition that not only defies common sense, but simply lacks any
legal basis.

1 *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 714, 57 P.3d 82, 87 (2002) (internal citation
2 and quotations omitted).

3 Hearsay evidence is generally inadmissible. NRS 51.065. “Hearsay” means a statement
4 offered in evidence to prove the truth of the matter asserted NRS 51.035.

5 A memorandum, report, record, or compilation of data, in any form, of acts, events,
6 conditions, opinions, or diagnoses, made at or near the time by, or from information transmitted
7 by, a person with knowledge, all in the course of a regularly conducted activity, as shown by the
8 *testimony or affidavit of the custodian or other qualified person*, is not inadmissible under the
9 hearsay rule unless the source of information or the method or circumstances of preparation
10 indicate lack of trustworthiness. NRS 51.135.

11 In turn, Rule 56(e) of the NRCPC sets forth three specific requirements of affidavits
12 utilized in motions for summary judgments. Rule 56(e) states as follows:

13 **Form of affidavits; further testimony; defense required.** Supporting
14 and opposing affidavits shall be made on (1) *personal knowledge*, (2) shall set
15 forth such facts as would be admissible in evidence, *and (3) shall show*
16 *affirmatively that the affiant is competent to testify to the matters stated therein.*

17 (Emphases added.)

18 The rule is mandatory, and a district court’s reliance upon an affidavit, which does not
19 comply with the rule, may constitute reversible error. *Havas v. Hughes Estate*, 98 Nev. 172, 643
20 P.2d 1220 (1982). When the mandate of this rule is not met, the court will regard the papers as
21 legally insufficient. *Gunlord Corp. v. Bozzano*, 95 Nev. 243, 591 P.2d 1149 (1979).

22 In Opposition to Opportunity Homes’ Motion on the unjust enrichment claim, Nationstar
23 submitted Exhibit 13 purportedly showing the “Detailed Transaction History for the Property”
24

1 that allegedly proves Nationstar's payment of \$6,225.69 for property taxes and insurance. There
2 is no question that this document constitutes hearsay as it is an out of court statement offered to
3 prove the truth of the matter asserted. Therefore, the only way that Nationstar could introduce
4 this statement in evidence for the purpose of opposing Opportunity Homes' Motion would be
5 through authentication by the testimony or affidavit of the custodian of record or other qualified
6 person. Nationstar did not provide such an affidavit or any other admissible evidence
7 demonstrating specific facts constituting genuine issues of material fact.

8 Therefore, the Court must grant Opportunity Homes' motion for Nationstar's failure to
9 demonstrate a genuine issue of material fact in opposing Opportunity Homes' Motion.

10 **D. Alternatively, Nationstar's Claim for Unjust Enrichment Does Not Exceed the District
11 Court Jurisdictional Threshold of \$10,000**

12 Moreover, even if the Court could consider the document submitted by Nationstar
13 despite the statutory mandate, Exhibit 13 clearly shows that Nationstar's claim does not exceed
14 the jurisdictional threshold of \$10,000 and must be dismissed even if for this reason only.

15 NRCP 12(b)(1) provides for dismissal of actions for lack of jurisdiction over the subject
16 matter. Article 6, Section 6 of the Nevada Constitution states: "*The District Courts in the
17 several Judicial Districts of this State have original jurisdiction in all cases excluded by law
18 from the original jurisdiction of justices' courts.*" (Emphasis added.)

19 In turn, NRS 4.370 establishes jurisdiction of the justice courts:

20 (a) *In actions arising on contract for the recovery of money only, if the
21 sum claimed, exclusive of interest, does not exceed \$10,000.*

22 (b) *In actions for damages for injury to the person, or for taking, detaining
23 or injuring personal property, or for injury to real property where no issue is
24*

1 *raised by the verified answer of the defendant involving the title to or boundaries*
2 *of the real property, if the damage claimed does not exceed \$10,000*

3 *In Royal Ins. v. Eagle Valley Constr., Inc.*, 110 Nev. 119, 867 P.2d 1146 (1994), the
4 Nevada Supreme Court indicated that the justice courts have exclusive jurisdiction when the
5 damages claimed are less than the monetary limitation. The court also held that attorney fees
6 and costs are not included in determining the jurisdictional limit and affirmed the dismissal of
7 Plaintiff's complaint for lack of subject matter jurisdiction. *Id.*

8 In the present case, it is abundantly clear that Nationstar's claim for quiet title to the
9 Property was moot long before this action was filed; therefore, it cannot be considered to be
10 conferred to this Court's jurisdiction because this Court has jurisdiction only over actual
11 controversies. *See National Collegiate Athletic Ass'n, supra.* Moreover, because Nationstar's
12 unjust enrichment claim, by its own admission, does not exceed the jurisdictional amount to
13 confer subject matter jurisdiction to this Court, this Court should dismiss the present action for
14 lack of subject matter jurisdiction over Nationstar's claims.

15 **E. Opportunity Homes Was Not Unjustly Enriched by Nationstar's Purported Payments**
16 **That It Made for Property Taxes and Insurance After Opportunity Homes Purchased**
17 **the Property Because Opportunity Homes Itself Made Payments for Such Items and**
18 **There Is Absolutely No Evidence That Opportunity Homes Was the Named Insured of**
19 **the Purported Insurance Policy Paid for by Nationstar**

20 Lastly, even, assuming *arguendo* that Nationstar's Exhibit 13 can constitute evidence
21 showing that Nationstar made \$6,225.69 in payments related to the property (property taxes
22 plus insurance), while Opportunity Homes owned it, such payments cannot be considered to
23 have conferred a benefit upon Opportunity Homes that Opportunity Homes has appreciated
24 from and unjustly retained.

 To the contrary, the evidence indicates that Opportunity Homes did not appreciate from
Nationstar's payments because Nationstar paid the Clark County Treasurer for taxes. It rather

1 appears (assuming Nationstar's Exhibit 13 could even be considered as evidence of the subject
2 payments) that both Nationstar and Opportunity Homes made payments for property taxes
3 pertaining to the subject property. Therefore, if anyone was unjustly enriched by Nationstar's
4 payments, it was not Opportunity Homes but the Clark County Treasurer's Office, which
5 collected property taxes for the same property twice. Accordingly, Nationstar should direct its
6 unjust enrichment claims for the paid taxes to the Clark County Treasurer and not Opportunity
7 Homes.

8 Moreover, although Nationstar argues that it paid for homeowner's insurance on the
9 subject property, Nationstar provides absolutely no evidence of an insurance policy under which
10 Opportunity Homes was named as an insured, or where Opportunity Homes could be
11 considered as a third-party beneficiary entitled to payments from such a policy that was
12 allegedly paid for by Nationstar. As a matter of fact, Nationstar provided no insurance policy
13 whatsoever that could indicate what or whom it covered in order for the Court to even consider
14 it. All we know is that Nationstar allegedly paid for "insurance." Given the fact that in this
15 litigation Nationstar disputed that Opportunity Homes was actually the "homeowner" of the
16 subject property following the HOA foreclosure, it is more than doubtful that Nationstar would
17 name Opportunity Homes as the homeowner and beneficiary of such a policy as to confer any
18 benefit on Opportunity Homes from paying for such a policy.

19 Accordingly, even if Nationstar's Exhibit 13 could constitute admissible evidence of
20 payments that exceed the \$10,000 jurisdictional threshold of this Court, Nationstar's claim for
21 unjust enrichment against Opportunity Homes must ultimately and necessarily be dismissed.

1 **III. CONCLUSION**

2 No issues of material fact exist as to whether Opportunity Homes claims any interest in
3 the Property, and Nationstar has not met its burden of showing by admissible evidence that any
4 issues of material fact exist concerning its unjust enrichment claim against Opportunity Homes.

5 Accordingly, Opportunity Homes respectfully requests that this Court enter a summary
6 judgment against Nationstar, dismiss its claims against Opportunity Homes, and pursuant to
7 NRS 18.010(b) and any other applicable law, award Opportunity Homes court costs and
8 attorney fees incurred in the defense of this frivolous action.

9 DATED this 20th day of April, 2017.

The Medrala Law Firm, Prof. LLC

10 /s/ Jakub P. Medrala

11 _____
12 JAKUB P. MEDRALA, ESQ.
13 Nevada Bar No. 12822
14 1091 S. Cimarron Road, Suite A-1
15 Las Vegas, Nevada 89145
16 jmedrala@medralaw.com
17 *Attorney for Thomas Lucas and*
18 *Opportunity Homes, LLC*

1 CERTIFICATE OF SERVICE

2 I, the undersigned, hereby certify that on April 20, 2017, I served a true and correct copy
3 of the foregoing OPPORTUNITY HOMES, LLC'S REPLY TO NATIONSTAR MORTGAGE'S
4 OPPOSITION TO MOTION FOR SUMMARY JUDGMENT via the E-Service Master List for
5 the above-referenced matter in the Eighth Judicial District Court's e-filing system in accordance
6 with the electronic service requirements of Administrative Order 14-2 and the Nevada
7 Electronic Filing and Conversion Rules, and, if necessary, by depositing a copy of the same into
8 the U.S. Postal Service at Las Vegas, Nevada, prepaid first-class postage affixed thereto,
9 addressed to the following:

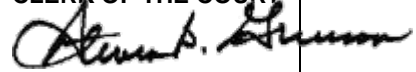
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Dana Jonathon Nitz, Esq.
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mkelley@wrightlegal.net
12 nvefile@wrightlegal.net
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13 Las Vegas, Nevada 89117
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15 Joseph Y. Hong, Esq.
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16 *Attorney for JimiJack Irrevocable Trust,
Sandra & Joel Stokes*

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*Attorneys for Sun City Anthem Community
Association*

21 /s/ Jakub P. Medrala
22 By: _____
23 An employee of
24 The Medrala Law Firm, PLLC



1 MICHAEL R. MUSHKIN, ESQ.
Nevada Bar No. 2421
2 L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
3 MICHAEL R. MUSHKIN & ASSOCIATES
4 4475 S. Pecos Road
Las Vegas, NV 89121
5 Telephone: 702-386-3999
6 Facsimile: 702-454-3333
Michael@mushlaw.com
7 Joe@mushlaw.com
8 Attorneys for *Nona Tobin, an individual and
as Trustee of the Gordon B. Hansen Trust*

9
10 **DISTRICT COURT
CLARK COUNTY, NEVADA**

11 JOEL A. STOKES and SANDRA F.
STOKES, as trustee for the JIMI JACK
12 IRREVOCABLE TRUST,

13 Plaintiffs,

14 vs.

15 BANK OF AMERICA, N.A.; SUN CITY
16 ANTHEM COMMUNITY ASSOCIATION.;
DOES I through X and ROES BUSINESS
17 ENTITIES 1 through 10, inclusive,

18 Defendants.

Case No.: A-15-720032-C
Consolidated with: A-16-730078-C

Department: XXXI

19 NONA TOBIN, an individual and Trustee of
20 the GORDON B. HANSEN TRUST, dated
8/22/25,

21 Counter-Claimant,

22 vs.

23 JOEL A. STOKES and SANDRA F.
24 STOKES, as trustee for the JIMI JACK
IRREVOCABLE TRUST,

25 Counter-Defendant.
26

27 Caption Continues Below

**NOTICE OF APPEARANCE OF
COUNSEL**

28 ///

AA 000615

1 NONA TOBIN, an individual and Trustee of
2 the GORDON B. HANSEN TRUST, dated
3 8/22/25,

4 Cross-Claimant,

5 vs.

6 SUN CITY ANTHEM COMMUNITY
7 ASSOCIATION, INC., DOES 1-10, and
8 ROE CORPORATIONS 1-10, inclusive,

8 Cross-Defendant.

9 **NOTICE OF APPEARANCE OF COUNSEL**

10 Please take notice that Michael R. Mushkin, Esq., and L. Joe Coppedge, Esq., of the law
11 firm Michael R. Mushkin & Associates hereby enters his appearance as counsel of record for
12 Counter-Claimant/ Cross-Claimant, Nona Tobin, an individual and as Trustee of the Gordon B.
13 Hansen Trust. As such, please direct copies of any and all pleadings, papers, notices,
14 correspondence, and any and all documents concerning this matter to said counsel.

15 DATED this 24 day of May, 2017

16 MICHAEL R. MUSHKIN & ASSOCIATES

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18 
19 Michael R. Mushkin, Esq.

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21 L. JOE COPPEDGE, ESQ.

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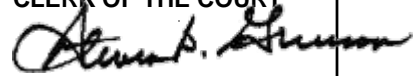
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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **Notice of Appearance of Counsel** was submitted electronically for filing and/or service with the Eighth Judicial District Court on this 24th day of May, 2017. Electronic service of the foregoing document shall be upon all parties listed on the Odyssey eFileNV service contact list¹:


An Employee of
MICHAEL R. MUSHKIN & ASSOCIATES

¹ Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).



ORDR

1 WRIGHT, FINLAY & ZAK, LLP

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9 mkelley@wrightlegal.net

10 *Attorneys for Defendant in Intervention/Counter-claimant, Nationstar Mortgage, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

11 JOEL A. STOKES and SANDRA F.
12 STOKES, as trustees of the JIMIACK
13 IRREVOCABLE TRUST,

14 Plaintiffs,

15 vs.

16 BANK OF AMERICA, N.A.; SUN CITY
17 ANTHEM COMMUNITY ASSOCIATION,
18 INC.; DOES I through X and ROE
19 BUSINESS ENTITIES I through X,
20 inclusive,

21 Defendants.

22 NATIONSTAR MORTGAGE, LLC,

23 Counterclaimant,

24 vs.

25 JIMIACK IRREVOCABLE TRUST;
26 OPPORTUNITY HOMES, LLC, a Nevada
27 limited liability company; F. BONDURANT,
28 LLC, a Nevada limited liability company;
DOES I through X, inclusive; and ROE
CORPORATIONS XI through XX, inclusive,

Counter-Defendants.

Case No.: A-15-720032-C

Dept. No.: XXXI

**ORDER DENYING MOTION FOR
SUMMARY JUDGMENT**

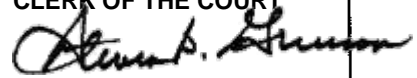
Hearing date: April 27, 2017

Hearing time: 9:30 a.m.

AA 000618

06-06-17 11:40 AM





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12 *Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage LLC*

13
14
15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 **JOEL STOKES and SANDRA F. STOKES,**
18 **as trustees of the JIMIACK**
19 **IRREOVABLE TRUST,**

20
21 **Plaintiff,**

22 **vs.**

23 **BANK OF AMERICA, N.A.; SUN CITY**
24 **ANTHEM COMMUNITY ASSOCIATION,**
25 **INC.; DOES I through X and ROE**
26 **BUSINESS ENTITIES I through X,**
27 **inclusive,**

28 **Defendants.**

NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

vs.

JIMIACK IRREVOCABLE TRUST;
OPPORTUNITY HOMES, LLC, a Nevada
limited liability company; F. BONDURANT,
LLC, a Nevada limited liability company;
DOES I through X, inclusive; and ROE
CORPORATIONS XI through XX, inclusive,

Counter-defendants.

///

Case No.: A-15-720032-C
Dept. No.: XXXI

**NOTICE OF ENTRY OF ORDER
DENYING MOTION FOR SUMMARY
JUDGMENT**

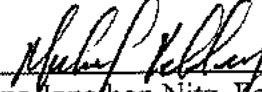
AA 000620

1 **NOTICE OF ENTRY OF ORDER DENYING MOTION FOR SUMMARY JUDGMENT**

2 PLEASE TAKE NOTICE that an ORDER DENYING MOTION FOR SUMMARY
3 JUDGMENT was entered in the above-entitled Court on the 21st day of June, 2017. A copy of
4 which is attached hereto.

5 DATED this 22nd day of June, 2017.

6 WRIGHT, FINLAY & ZAK, LLP

7 
8 Dana Jonathon Nitz, Esq.
9 Nevada Bar No. 0050
10 Michael S. Kelley, Esq.
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13 Las Vegas, Nevada 89117
14 *Attorneys for Defendant in Intervention/
15 Counterclaimant, Nationstar Mortgage LLC*

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AA 000621

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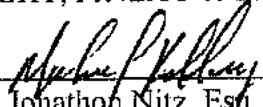
AFFIRMATION

Pursuant to N.R.S. 239B.030

The undersigned does hereby affirm that the preceding **NOTICE OF ENTRY OF ORDER DENYING MOTION FOR SUMMARY JUDGMENT** filed in Case No. A-15-720032-C **does not** contain the social security number of any person.

DATED this 22nd day of June, 2017.

WRIGHT, FINLAY & ZAK, LLP



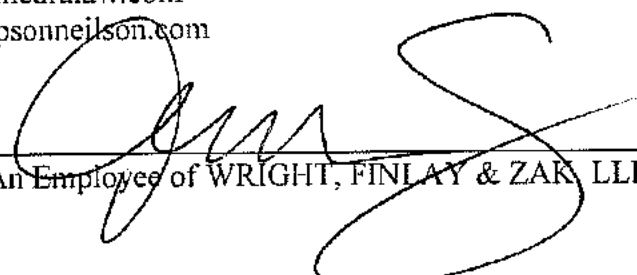
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AA 000622

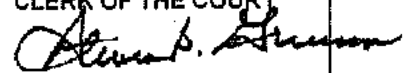
1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK,
3 LLP, and that on this 22nd day of June, 2017, I did cause a true copy of **NOTICE OF ENTRY**
4 **OF ORDER DENYING MOTION FOR SUMMARY JUDGMENT** to be e-filed and e-
5 served through the Eighth Judicial District EFP system pursuant to NEFR 9 and/or by depositing
6 a true copy of same in the United States Mail, at Las Vegas, Nevada, addressed as follows:

7 L. Joe Coppedge joe@mushlaw.com
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9 Crystal Ann Gorzalski crystal@mushlaw.com
10 Michael R. Mushkin michael@mushlaw.com
11 "Joseph Y. Hong, Esq." . yosuphonglaw@gmail.com
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An Employee of WRIGHT, FINLAY & ZAK, LLP

AA 000623



1 **ORDR**

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11 *Attorneys for Defendant in Intervention/Counter-claimant, Nationstar Mortgage, LLC*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 **JOEL A. STOKES and SANDRA F.**
15 **STOKES, as trustees of the JIMIACK**
16 **IRREVOCABLE TRUST,**

17 Plaintiffs,

18 vs.

19 **BANK OF AMERICA, N.A.; SUN CITY**
20 **ANTHEM COMMUNITY ASSOCIATION,**
21 **INC.; DOES I through X and ROE**
22 **BUSINESS ENTITIES I through X,**
23 **inclusive,**

24 Defendants.

25 **NATIONSTAR MORTGAGE, LLC,**

26 Counterclaimant,

27 vs.

28 **JIMIACK IRREVOCABLE TRUST;**
OPPORTUNITY HOMES, LLC, a Nevada
limited liability company; F. BONDURANT,
LLC, a Nevada limited liability company;
DOES I through X, inclusive; and ROE
CORPORATIONS XI through XX, inclusive,

Counter-Defendants.

Case No.: A-15-720032-C

Dept. No.: XXXI

**ORDER DENYING MOTION FOR
SUMMARY JUDGMENT**

Hearing date: April 27, 2017


Hearing time: 9:30 a.m.

1 These matters came on for hearing before the Court on April 27, 2017, Intervening
2 Defendant/Counterclaimant Nationstar Mortgage, LLC appeared through their counsel, Michael
3 S. Kelley, Esq., of Wright, Finlay & Zak, LLP, while Counterdefendant, Opportunity Homes,
4 LLC, was represented by its counsel, Jakub P. Medrala, Esq., of The Medrala Law Firm, Prof.
5 LLC.

6 The Court, having considered the pleadings and papers on file and heard the argument of
7 counsel present at the hearing, and for good cause appearing, hereby rules as follows:

8 IT IS HEREBY ORDERED that Opportunity Homes, LLC's Motion for Summary
9 Judgment against Nationstar Mortgage, LLC is DENIED WITHOUT PREJUDICE.

10 IT IS SO ORDERED this 13 day of June, 2017.

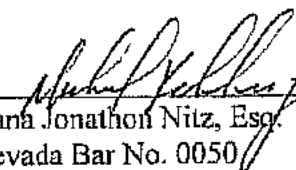
11 
12 JOANNA S. KISHNER
13 DISTRICT COURT JUDGE
14 HK

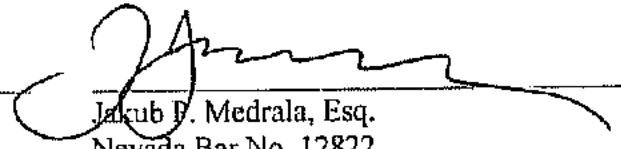
14 Respectfully submitted,

Approved as to form and content,

15 WRIGHT, FINLAY & ZAK, LLP

THE MEDRALA LAW FIRM, PROF. LLC

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25 Intervention/Counter-claimant, Nationstar
26 Mortgage, LLC

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26 Attorney for Thomas Lucas and
27 Opportunity Homes, LLC

28 AA 000625